

**MASTER DISCLOSURE ADDENDUM
FOR
ALTON NEIGHBORHOOD 1**

THIS MASTER DISCLOSURE ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of **%ContractCreatedDateLong%**, between **%AllBuyersFullName%** ("**Purchaser**") and KH ALTON LLC, a Florida limited liability company ("**Seller**") for lot _____ (the "**Lot**") as shown on the plat of Alton Neighborhood 1, recorded at Plat Book 119, Page 51 of the Official Records of Palm Beach County, Florida, and the residence and improvements to be constructed on the Lot (the "**Residence**"), located in the community known as Alton (the "**Community**"). The Lot and Residence are sometimes hereinafter referred to collectively as the "**Property**".

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Community.** The Property lies within a subdivision of the Community which is known as Alton Neighborhood 1 (the "**Neighborhood**"). This Addendum explains certain terms which are applicable to the purchase of homes within the Community and the Neighborhood. Current plans are for Seller's affiliate to build homes in the Community. Seller shall have the right, without notice to Purchaser, to make changes to, among other things, homesite sizes, number of lots and/or homes in the Community, size and style of homes, features and materials in homes, prices of homes (whether more or less than currently published), price per square foot of homes (whether more or less than currently published), street layout, amenity components or layout, location, size and number of trees, bushes and other foliage (current and future), and any other items or uses which are currently planned for the Community or the Neighborhood. Seller makes no representation or warranty that the currently planned builder will be the exclusive builder in the Community or Neighborhood, that Seller will be the exclusive developer in the Community or the Neighborhood or that the Community or the Neighborhood will be built out as currently planned. Seller reserves the right to make whatever changes it deems necessary relating to future development or build out of the Community and the Neighborhood. Any current maps or other materials showing any final or projected Community development may be modified or updated in the future.

3. **Document Book.** Purchaser acknowledges receipt of the "**Document Book**" for the Community and the Neighborhood which includes, but is not limited to the following:

3.1 Purchaser acknowledges receipt of, and agrees to be bound by, the Amended and Restated Master Declaration of Covenants, Easements and Restrictions for Alton (the "**Master Declaration**"), the Articles of Incorporation, By-Laws and any Rules and Regulations of the Master Association (defined below) all as amended and supplemented from time to time (collectively, the "**Community Documents**"). Purchaser acknowledges and agrees that title to the Property will be subject to the Community Documents.

3.2 Purchaser acknowledges receipt of, and agrees to be bound by, the Declaration of Covenants, Easements and Restrictions for Alton Neighborhood 1 (the "**Neighborhood Declaration**"), the Articles of Incorporation, By-Laws and any Rules and Regulations of the Neighborhood Association (defined below), all as amended and supplemented from time to time (collectively, the "**Neighborhood Documents**"). Purchaser acknowledges and agrees that title to the Property will be subject to the Neighborhood Documents.

3.3 Purchaser acknowledges receipt of, and agrees to be bound by, the Declaration for Alton Community Recreation and Fitness Facility, and all exhibits thereto, all as amended and supplemented from time to time (the "**Recreation Declaration**"). Purchaser acknowledges and agrees that title to the Property will be subject to the Recreation Declaration.

3.4 Purchaser acknowledges and agrees the provisions of the Document Book are fair and reasonable.

4. **Association Membership.**

4.1 Upon conveyance and recording of the Deed to the Property, Purchaser understands and agrees that Purchaser will then become a member of the Alton Neighborhood 1 Association, Inc., a Florida not-for-profit corporation (the "**Neighborhood Association**"), which Neighborhood Association is a member of the Alton Property Owners Association, Inc., a Florida not-for-profit corporation (the "**Master Association**"). Purchaser agrees to accept the liability and obligations of such membership. Purchaser understands that as a member of the Neighborhood Association, Purchaser will be required to pay Assessments (defined in the Neighborhood Declaration) for the maintenance of the Common Areas and Limited Common Areas, if any, (defined in the Neighborhood Declaration) and for such other uses and purposes as are provided for in the Document Book. It is intended that the Neighborhood Association will be the collection agent for assessments payable to the Master Association pursuant to the Master Declaration. Accordingly, assessments payable to the Master Association will be included in the annual budget of the Neighborhood Association so long as the Neighborhood Association is the collection agent for such assessments to the Master Association. Purchaser also understands and agrees that a failure to pay Assessments when due could cause Master Association and/or Neighborhood Association to record a lien on the Property and Master Association and/or Neighborhood Association may foreclose such lien. Assessments are subject to additional increases in the manner currently provided for in the Community Documents and Neighborhood Documents. Seller, Master Association, Neighborhood Association and any other developer or builder cannot estimate the amount or frequency of any such increase.

4.2 Purchaser acknowledges that nominees of Seller may serve as the initial officers and directors of Master Association and Neighborhood Association. The officers and directors and the management company, which may be an affiliate of Seller and/or Builder, are authorized by Purchaser to act for and on the behalf of Master Association and Neighborhood Association. Seller may, but is not required to, advance monies to Master Association and/or Neighborhood Association for operations. In the event such advances are made, they may be considered a loan from Seller, and Master Association and/or Neighborhood Association may be obligated to repay such advances as set forth in the Community Documents and the Neighborhood Documents.

4.3 Purchaser acknowledges that all new construction and modifications of existing construction and exteriors of improvements within the Community are subject to the prior written approval of the Architectural Review Committee of Master Association (the "**Master ARC**") and the Architectural Review Committee of the Neighborhood Association (the "**Neighborhood ARC**"). Purchaser agrees to comply with all rules and regulations of the Master ARC and the Neighborhood ARC as the same may be amended and exist from time to time. These restrictions are subject to change without notice. Building and use restrictions include, but are not limited to, residential and nonresidential uses, building specifications (including colors and materials), accessory structures, nuisance, home occupancy, signage, antennas, animals, driveways, vehicle parking, rubbish, utility and drainage easements, clothes lines, irrigation, fences, special rights of Seller and Builder(s), leases and restoration of homesites. Purchaser agrees not to commence any construction upon any portion of the Lot until after the Master ARC and the Neighborhood ARC, if applicable, have given their written approval therefor. Purchaser further agrees not to make any modifications of any existing buildings and improvements, including, but not limited to, roof tile, exterior color of a Residence, landscaping and landscape irrigation, without the prior written approval of the Master ARC and the Neighborhood ARC, if applicable, and until any applicable permits have been obtained. In addition, every city, county or town has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Prior to making changes to the Residence or Lot, Purchaser should contact the applicable governmental authorities for further information concerning local codes and ordinances. Seller is not responsible for notifying homeowners of the content or restrictions contained in any local codes or ordinances.

4.4 In the event of a casualty such as a tropical storm or hurricane, the Common Areas and landscaping of Master Association and Neighborhood Association may need to be restored or replaced. Some portions of the Common Areas, such as landscaping, are not insured. Further, there may be a sizeable deductible under Master Association and Neighborhood Association insurance policies. Accordingly, such associations may impose special assessments against the Property in the event of a casualty.

5. **Recreation and Fitness Facility.**

5.1 Each Owner (defined below) has certain use rights with respect to the Alton Community Recreation and Fitness Facility (the "**Facility**") pursuant to the Recreation Declaration. Purchaser understands that the Facility may not currently exist, and may not exist for some time. The Recreation Declaration outlines the terms of use of the Facility and the obligation of each Owner of a home or residential unit within the Neighborhood (each an "**Owner**") to pay a pro rata portion of the Facility Dues (including, without limitation, the Facility Expenses, as defined in the Recreation Declaration) to Facility Owner (defined in Recreation Declaration). Purchaser also understands and agrees that all sums due pursuant to the Recreation Declaration in regard to the Facility are direct personal obligations of Purchaser and failure to pay Facility Dues when due could cause Facility Owner to commence legal proceedings to collect the Facility Dues and/or record a lien on the Property and Facility Owner may foreclose on such lien to the extent permitted by law. At this time, Facility Owner is Seller. It is intended that the Neighborhood Association will be the collection agent for Facility Dues to Facility Owner or Alton Recreation Association, Inc. (the "**Recreation Association**"), as applicable. Accordingly, Facility Dues will be included in the annual budget of the Neighborhood Association so long as the Neighborhood Association is the collection agent for such Facility Dues.

5.2 Facility Owner has constructed or will construct, at its sole cost and expense, certain recreation facilities which may include, without limitation, (defined in the Recreation Declaration), fitness building with exercise room, equipment clubhouse meeting room, tot lot, ball field/multi-purpose field, trail system, spa, and one or more outdoor swimming pools (subject to Facility Owner's paramount right to unilaterally, and without the joinder of any party whatsoever, add to, alter, modify, change or remove any of such recreation facilities), together with such equipment and personally as Facility Owner determines in its sole and absolute discretion.

5.3 The Facility shall be used and enjoyed by Purchaser on a non-exclusive basis, in common with such other Owners, persons, entities, and corporations that may be entitled to use the Facility under the terms of the Recreation Declaration.

5.4 By accepting a Deed to the Property, Purchaser acknowledges and agrees that: (i) it is in the best interest of Purchaser, Master Association, Neighborhood Association, Neighborhood and the Community as a whole, and the desired lifestyle and property values therein for the Facility to be located within or near the Community; (ii) the terms of the Recreation Declaration relating to the Facility and the Facility Dues imposed thereby, including the Special Use Fees and Initial Contribution, are fair and reasonable given the nature of the Facility amenities and the cost thereof; (iii) the Facility, and the right to use the Facility were, for purposes of this acknowledgment, important to Purchaser, and Purchaser would not have purchased the Property without the right to use the Facility (subject to the provisions of the Recreation Declaration); (iv) full disclosure of the nature of the Facility and obligations associated therewith was included in the Recreation Declaration given to Purchaser prior to Purchaser executing the Agreement; (v) the fact that Facility Owner is, or may be, affiliated with Seller and/or Builder, is understood by Purchaser; (vi) the provisions of the Recreation Declaration do not grant any ownership rights in the Facility in favor of Neighborhood Association, Master Association or any Owner but, rather, grant a non-exclusive license to use portions of the Facility available to owners within the Community, subject to full compliance with all obligations imposed on each of them relating thereto; and (viii) Recreation Association's opportunity to purchase the Facility is set forth in the Recreation Declaration.

6. **Community Charges.** In addition to the Closing Costs set forth in the Agreement, Purchaser shall pay the following additional charges with respect to the Neighborhood and Community at Closing:

6.1 **Master Association Assessments.** Assessments payable to Master Association ("**Master Association Assessments**"), prorated as of the day Closing occurs (based on the then current Assessments at the time of Closing). Estimated Master Association Assessments are set forth in the Disclosure Summary delivered in connection with the Agreement and are based upon predicted costs of operating the Master Association and maintaining the Common Areas and Limited Common Areas (if any) of the Master Association. Purchaser acknowledges and understands that operating budgets for Master Association may not yet be available. Purchaser understands that at such time that the estimated operating budget for Master Association becomes available, that such budget is only an estimate of what it will cost to operate Master Association. Master Association may make changes in the budget at any time to cover increases or decreases in expenses or estimates in the budget. Without limiting the generality of this Section, those changes will not give Purchaser any right to cancel the Agreement.

6.2 **Neighborhood Association Assessments.** Assessments payable to Neighborhood Association ("**Neighborhood Association Assessments**"), prorated as of the day Closing occurs (based on the then current Assessments at the time of Closing). Estimated Neighborhood Association Assessments are set forth in the Disclosure Summary delivered in connection with the Agreement and are based upon the predicted costs of operation. Purchaser acknowledges and understands that operating budgets for Neighborhood Association may not yet be available. Purchaser understands that at such time that the estimated operating budget for Neighborhood Association becomes available, that such is only an estimate of what it will cost to run Neighborhood Association. Neighborhood Association may make changes in the budget at any time to cover increases or decreases in expenses or estimates in the budget. Without limiting the generality of this Section, those changes will not give Purchaser any right to cancel the Agreement.

6.3 **Facility Dues.** Facility Dues payable to Facility Owner, prorated as of the day Closing occurs (based on the then current Facility Dues at the time of Closing) commencing upon issuance of a certificate of occupancy for the Facility. Estimated Facility Dues are set forth in the Recreation Declaration and related documents, as amended from time to time. Purchaser acknowledges and understands that Facility Dues may increase as additional portions of the Facility become available for use. Purchaser understands that the estimated operating budget for the Facility is only an estimate. Facility Owner may make changes in the budget at any time to cover increases or decreases in expenses or estimates in the budgets. Without limiting the generality of this Section, such changes will not give Purchaser any right to cancel the Agreement.

6.4 **Neighborhood Capital Contribution.** Upon acquisition of record title to a Unit, a contribution shall be made by or on behalf of the Purchaser to the working capital of the Neighborhood Association in an amount equal to two (2) quarterly payments of the Base Assessments (defined in the Neighborhood Declaration) per Unit or in such other amount as the Board may specify which may be a flat rate from year to year. Each Owner's capital contribution shall be collected on the closing statement for the transaction conveying the Unit and shall be remitted to the Neighborhood Association at that time. This amount shall be in addition to, not in lieu of, the Base Assessment and shall not be considered an advance payment of such Assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Neighborhood Association to offset Seller's deficit and for use in covering operating expenses and other expenses incurred by the Neighborhood Association pursuant to the Neighborhood Declaration and the Neighborhood Association By-Laws.

6.5 **Facility Capital Contribution.** At the time of conveyance of a Unit (including resale conveyances), there shall be collected from each Purchaser an amount equal to two (2) quarterly payments of Facility Dues (whether or not there is a certificate of occupancy issued for the Facility) per Unit to establish a fund for the operation of the Facility. Each Owner's contribution shall be collected on the closing statement for the transaction conveying the Unit and shall be remitted to Facility Owner at that time. The purpose of this fund is to ensure that Facility Owner will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of Facility Dues. Facility Owner shall be entitled to keep such funds, and shall not be required to account for the same. The contribution may be used and applied by Facility Owner as it deems necessary in its sole and absolute discretion including, without limitation, to reduce Facility Expenses.

6.6 **Community Service Fees.** The Neighborhood Association may establish and collect a community service fee from the transferring Owner upon each transfer of title to a Unit in Community, which fee shall be payable at the closing of the transfer and shall be secured by the Neighborhood Association's lien for assessments. The Neighborhood Association shall have the sole discretion to determine the amount and method of determining any such transfer fee, which may, but is not required to, be determined based upon a sliding scale which varies in accordance with the "Gross Selling Price" of the property or another factor as determined by the Neighborhood Association. For the purpose of determining the amount of the transfer fee, the Gross Selling Price shall be the total cost to the purchaser of the property, excluding taxes and title transfer fees as shown by the amount of tax imposed by Palm the County. All transfer fees which the Neighborhood Association collects shall be deposited into the Neighborhood Association's account to use for such purposes as the Neighborhood Association's Board deems beneficial to the general good and welfare of the Neighborhood.

7. **Lighted Tennis Courts and Ball Fields.** Tennis Courts and/or ball fields may be constructed within the Community, and if constructed, may be lighted at various times. Purchaser acknowledges and accepts that the lights from future tennis courts and/or ball fields may be bright enough to be seen from the Property.

8. **Building and Use Restrictions.** Every homesite is subject to building and use restrictions as set forth in the Neighborhood Declaration. These restrictions are subject to change without notice and may affect, among other things, residential and nonresidential uses, building specifications, accessory structures, nuisance, home occupancy, signage, antennas, satellite dishes, animals, driveways, vehicle parking, rubbish, utility and drainage easements, clothes lines, fences, special rights of Seller and Builder(s), leases and restoration of homesites. Seller encourages you to carefully review the Neighborhood Declaration to ensure the long term quality of life for both you and your neighbors.

9. **Municipal Building Codes and Ordinances.** Every city or town has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Prior to making changes to your Residence or Lot, you should contact the Code Enforcement Department for the City of Palm Beach Gardens at 561-799-7245 for further information concerning local codes and ordinances. Seller is not responsible for notifying Purchaser or any other homeowners of the content or restrictions contained in any local codes or ordinances.

10. **Architectural Review.**

10.1 The Neighborhood Declaration and Master Declaration currently provide that no improvements shall be commenced upon any homesite, nor shall the exterior color, style, roof, landscaping, and materials of an approved structure on a homesite be altered without the prior written approval of the Master ARC or the Neighborhood ARC, as applicable, which is appointed by the Board of Directors of Master Association or Neighborhood Association, as applicable. Improvements constructed by Seller and/or Builder are exempt from this review. Approval of any work by the Master ARC or the Neighborhood ARC, as applicable, shall not constitute an express or implied warranty or representation by the Master ARC or the Neighborhood ARC, as applicable, that any work complies with applicable codes, ordinances or other governmental regulations, or that the work is well designed or will be constructed in a proper manner. Decks, fences and exterior color are among the more common, although not the only, improvements for which architectural approval is required. For more information concerning architectural review, please review the Master Declaration and Neighborhood Declaration.

10.2 Failure to submit plans and specifications to the Master ARC or the Neighborhood ARC, as applicable, for approval is a violation of the Neighborhood Declaration and Master Declaration, which may result in sanctions and/or the imposition of fines, and the removal, at homeowner expense, of any non-approved modifications.

11. **Pet Restrictions.** Purchaser understands that the only pets allowed in the Neighborhood and the Community are those which are in accordance with the restrictions contained in the Neighborhood Documents, the Community Documents or any amendments thereto.

12. **Leases; Short-Term Rentals.** Purchaser acknowledges that homes in the Neighborhood may not be rented to transient tenants. No Residence may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. No lease term shall be less than one (1) year. Purchaser may contact Neighborhood Association if Purchaser has any questions concerning short-term rentals. Notwithstanding the foregoing, Seller may develop rental projects or rent homes without limitation.

13. **Flood Zone.** Purchaser acknowledges that the Property may be in a flood zone. Mortgage lenders will typically require the issuance of flood insurance as a requirement for financing, which insurance must be present at Closing. Seller recommends that each Purchaser of a home protect his/her home by obtaining proper insurance coverage. It is possible, however, for Purchaser to submit documentation to the Federal Emergency Management Agency (FEMA) to have the Residence re-classified by FEMA, whereby the mortgage lender may have the option to waive the requirement of flood insurance. Purchaser is solely responsible for the submission to FEMA for such re-classification and any and all expenses related to such submission. Further, Purchaser acknowledges and understands that the waiver of flood insurance is at the sole discretion of the mortgage lender.

14. **NPBCID, SFWMD and the Surface Water Management System.**

14.1 **NPBCID and SFWMD.** Northern Palm Beach County Improvement District ("**NPBCID**") is an independent special district of the State of Florida and may be involved in the implementation and maintenance of various public benefits and improvements to the property located within the Community, all of which is located within NPBCID's Units of Development No. 2, 2A and 2C. The Community is also subject to the conceptual surface water management plan as approved by the South Florida Water Management District ("**SFWMD**"), pursuant to the terms of SFWMD Permit No. 50-00610-S-24 issued August 11, 2014, a copy of which is attached to the Master Declaration as Exhibit "G".

14.2 **Surface Water Management Systems.** The Neighborhood is subject to a conceptual surface water management plan which has been approved by SFWMD. Various real property interests have or will be conveyed to NPBCID for roads, stormwater retention, drainage, conservation areas and buffers. The entire Surface Water Management System (defined in the Neighborhood Declaration) and other NPBCID facilities constructed pursuant to the NPBCID plan of improvements shall be maintained by NPBCID unless the Master Association enters into a High Level Maintenance Agreement with NPBCID to maintain a portion of the Surface Water Management System and/or such other NPBCID facilities. The Master Association may, in turn, delegate certain of its maintenance responsibilities to the Neighborhood Association pursuant to a Maintenance Delegation Agreement.

14.3 **Water Bodies.** No swimming or operation of any motorized boats shall be permitted in or on any of the lakes, ponds, retention areas or other water bodies which are dedicated or deeded to NPBCID or over which NPBCID has an easement, unless previously permitted in writing by NPBCID. No removal of water nor discharge of any materials or water, nor removal or interference with aquatic vegetation or alteration of banks or shoreline of any lake, pond, canal or retention area dedicated or deeded to NPBCID or to which NPBCID has an easement is permitted, unless previously approved in writing by NPBCID. The priority function of these water bodies is surface water management, not aesthetic or recreational. Notwithstanding the preceding sentence, a permit from SFWMD will be required for withdrawal of water for irrigation and where a permit, interlocal agreement or other agreement is in existence from or with any entity that has the right to charge for withdrawal of water for irrigation, no other approval shall be required for the removal of water in accordance with the overall IQ water irrigation system for the Neighborhood if such IQ water irrigation system has been approved in writing by the entity having the right to charge for such removal and SFWMD. The canal and lake levels shall fluctuate based on, among other things, the amount of rainfall occurring over time and the potable well water withdrawal by Seacoast, or the utility company having jurisdiction, from the wells located within and adjacent to the Community.

14.4 **Conservation Areas.** Portions of the Community shall contain Conservation Areas (defined in the Neighborhood Declaration), as required by the SFWMD. NPBCID will own, operate and maintain the Conservation Areas. The Conservation Areas for which NPBCID retains ownership shall be maintained by NPBCID unless the Master Association contracts with NPBCID for the Master Association to maintain all or part of such Conservation Areas. In the event NPBCID maintains the Conservation Areas, all individuals or entities owning or purchasing Units within the Neighborhood will pay for such operation/maintenance expenses through NPBCID non-ad valorem assessments. In the event the Master Association contracts to maintain such Conservation Areas, then such maintenance expenses will be paid by the Owner through their Master Assessments due the Master Association. In the event the Association contracts with the Master Association to maintain such Conservation Areas, then such maintenance expenses will be paid by the Owners through their Assessments. THE CONSERVATION AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF NPBCID OR THE NEIGHBORHOOD ASSOCIATION, AS PROVIDED HEREIN, AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION – WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE; FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

14.5 **Prohibition of Wetland and Upland Alteration.** TRACTS "P-1" THROUGH "P-8", INCLUSIVE, AS SHOWN ON THE PLAT, ARE DEDICATED IN PERPETUITY TO THE COMMUNITY ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, AS CONSERVATION AREAS FOR PRESERVATION, WATER MANAGEMENT, AND OTHER LAWFUL PURPOSES. SAID TRACTS SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION WITHOUT RECOURSE TO THE CITY OF PALM BEACH GARDENS. SAID TRACTS MAY NOT BE ALTERED FROM THEIR NATURAL STATE WITH THE EXCEPTION OF THE REMOVAL OF EXOTIC NUISANCE VEGETATION, THE CONSTRUCTION AND MAINTENANCE OF THE FIREBREAK AREAS LOCATED WITHIN THE EASTERLY 15 FEET OF SAID TRACTS "P-1", "P-2", "P-3", AND "P-4" AND FLORIDA POWER AND LIGHT COMPANY'S ("**FPL**") TRANSITION ZONE FOR

THE MANAGEMENT OF VEGETATION WHICH ALLOWS FOR UPPER TREE CANOPY TRIMMING ONLY WITHIN THE EASTERLY 25 FEET OF TRACTS "P-1", "P-2", "P-3" AND "P-4" ALL IN ACCORDANCE WITH THE APPROVED PRESERVATION AREA MANAGEMENT PLAN (THE "**PAMP**") ON FILE WITH THE CITY OF PALM BEACH GARDENS. IN THE WESTERLY 5 FEET OF THE EASTERLY 20 FEET OF TRACTS "P-1" THROUGH "P-4", FPL SHALL HAVE THE RIGHT TO TRIM THE UPPER TREE CANOPY TO A HEIGHT NO LESS THAN TWELVE FEET FROM EXISTING GRADE AND FPL SHALL HAVE THE RIGHT TO SELECTIVELY REMOVE PINE TREES AND INVASIVE EXOTICS FROM SAID AREA. IN THE WESTERLY 5 FEET OF THE EASTERLY 25 FEET OF TRACTS "P-1" THROUGH "P-4", FPL SHALL HAVE THE RIGHT TO SIDE TRIM THE UPPER TREE CANOPY IN ACCORDANCE WITH THE PAMP. ABSENT A SITUATION DEEMED AN EMERGENCY BY FPL, PRIOR TO FPL WORKING WITHIN THE TRANSITION ZONE, THEY MUST CONTACT THE CITY OF PALM BEACH GARDENS CITY MANAGER AND NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT. FPL IS HEREBY GRANTED ACCESS TO THE TRANSITION ZONE IN PERPETUITY FOR MAINTENANCE PURPOSES IN ACCORDANCE WITH THE AFOREMENTIONED RESTRICTIONS. ACTIVITIES PROHIBITED IN SAID TRACTS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACEMENT OF BUILDINGS ON OR ABOVE GROUND, DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH, THE REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION OR ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION. AN EASEMENT OVER SAID TRACTS "P-1" THROUGH "P-8", INCLUSIVE, IS HEREBY GRANTED IN PERPETUITY TO NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT FOR ACCESS AND MAINTENANCE PURPOSES.

14.6 **Seacoast Agreement and Reclaimed Water.** Neighborhood Association may enter into a Reclaimed Water Agreement with Seacoast Utility Authority ("**Seacoast**") pursuant to which Seacoast will supply reclaimed water for the lakes within the Neighborhood. The Master Association may assume Neighborhood Association's obligations under such agreement and the costs and expenses due under such agreement shall be Common Expenses (defined in the Neighborhood Declaration). Additionally, Master Association, to the extent available, is required to utilize treated wastewater effluent for the irrigation system. Utilization of treated wastewater effluent will be an annual cost to Master Association and, upon commencement of service, result in increased Master Association Assessments.

14.7 **Wellfield Zone of Influence.** The Community is located within Seacoast's Hood Road wellfield zone of influence. As a result, water levels in the project's lakes will fluctuate and may decline significantly at certain times as a result of the wellfield pumpage and other factors. The priority function of these water bodies is surface water management, not aesthetic or recreational. Further, it is currently contemplated that a number of Seacoast above-ground potable water production wells shall be installed within the Community and portions of the project are subject to maintenance and access easements in favor of Seacoast for twenty-four hour access seven days a week for such wells.

15. **FPL Site Disclaimer.** Purchaser acknowledges and agrees that FPL will be constructing a power distribution facility on the FPL Parcel within the Community. DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION, LOCATION OR FUTURE MODIFICATIONS OF SUCH POWER DISTRIBUTION FACILITY.

16. **Hazardous Waste Management Plan.** Each Owner acknowledges and agrees that a Hazardous Waste Management Plan ("**Waste Management Plan**") for the non-residential uses within the Community shall be prepared by Seller and/or its successors who are Owners of lots within the Community and approved by the City. The Waste Management Plan shall include off-site disposal plans, on-site waste handling, generation and emergency procedures for each generator of hazardous waste.

17. **Commercial Units.** Purchaser acknowledges that plans to develop the Community may include portions which are intended for any type of independent ownership and for use and occupancy as a commercial, office, retail, hotel, school, church, public use or business establishment ("**Commercial Units**") as may be hereinafter developed and used. Non-residential uses within the Community shall be subject to a Waste Management Plan which shall include off-site disposal plans, on-site waste handling, generation and emergency procedures for each generator of hazardous waste.

18. **Irrigation System.** At such time as made available to the Community, the irrigation system may utilize treated wastewater effluent. Due to water quality, irrigation systems may cause staining on homes, other structures or paved areas. It is each Owner's responsibility to timely treat and remove any such staining. Neighborhood Association or Master Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). Owners are prohibited from directly using the lakes and/or waterways for irrigation or for any other purpose. Neighborhood Association, Master Association, Facility Owner and/or NPBCID may use waterways and lakes to irrigate Common Areas and/or the Facility, as applicable. Subject to applicable permitting, Seller, Builder, Neighborhood Association, Master Association, Facility Owner and/or NPBCID, shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times. Seller and/or Builder may utilize a computerized loop system to irrigate the Common Areas, homes, lots and/or Commercial Units (defined below).

20. **Utilities.**

20.1 Purchaser acknowledges that no individual septic tanks and no individual wells shall be permitted.

20.2 If Purchaser has any questions about utility rates, services, safety, or anything else to do with overhead or underground transmission or utility lines, Purchaser should contact the utility companies directly. Because Seller values Purchaser's safety and that of Purchaser's neighbors, no excavation or trenching should be done without first calling the utility companies for the location of buried utilities. There is currently no charge by the utilities for this service. This is especially important in utility easements where buried utility equipment is probable. Digging without advance notification and approval of the utility companies may be illegal, is dangerous and can result in severe personal injury or death to Purchaser and Purchaser's neighbors, and can also result in severe property damage to homes, property and utility equipment.

21. **Regulatory and Governmental Approvals.** The Community is within Alton Development of Regional Impact ("**Alton DRI**") created pursuant to the Alton DRI Development Order by Resolution 80, 2009 as may be amended from time to time. For more information on the approvals required and pending in the Neighborhood, the Community, or the Alton DRI, Purchaser should contact the City of Palm Beach Gardens Planning and Zoning office at 561-799-4100.

22. **Prices/Market Values.** Seller and Builder(s), shall have the unilateral right to establish prices for the homesites and the homes it builds in the Community. Accordingly, any of the foregoing may, at its sole discretion, increase or decrease the price or the price per square foot for any home, homesite or option at any time, or offer incentives for sales of homesites and homes, all without notice to Purchaser. Once Purchaser has signed the Agreement establishing a price for the Property, the prices for any subsequent changes or upgrades to the Residence as requested by Purchaser, including but not limited to design, floor plan, options, materials or otherwise, are subject to change by Seller until a written and signed agreement on the price is reached by Seller and Purchaser for such change or upgrade. Seller makes no representations or warranties that the price for the Property or options in the Residence will be increased or decreased for other buyers of identical or similar homes or options. Seller also makes no representations or warranties that changes or options made by Purchaser will or will not increase or decrease the market value of the Property, and Purchaser understands and agrees that such upgrades or options may not increase or may actually decrease the market value of the Property. The Property is being sold for residential purposes and not as an investment.

23. **Construction and Sales Activities.** PURCHASER ACKNOWLEDGES THAT MANY AREAS OF THE COMMUNITY MAY BE UNDER DEVELOPMENT AND/OR CONSTRUCTION FOR AN EXTENDED TIME. INCIDENT TO THE DEVELOPMENT AND CONSTRUCTION PROCESS, THE QUIET ENJOYMENT OF THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE DEVELOPMENT AND CONSTRUCTION OPERATIONS. Construction, development and sales activities in the Community and/or Neighborhood will likely occur after Purchaser has taken occupancy of the Residence which may result in some inconvenience to Purchaser and Purchaser's family and guests due to increased noise, dust, road closures, operation of the model homes and sales offices (including sales trailers), and other activities. Construction activities can occur at various hours throughout the day, and sales activities can result in additional traffic and visitors throughout the Community, particularly before the Community is completely built out. Neither Seller nor any Builder that may be active in the Community can guarantee that Purchaser will not be affected or impacted as a result of the overall construction and development of the Community. Purchaser acknowledges that while the Community is under development and/or construction, conditions within the Community may include various

construction hazards, including nails in the street, sandy streets, the drains being covered with silt material, and water levels higher than normal. Seller and/or Builder(s) are not responsible for reimbursement of costs associated with such construction hazards. Unauthorized visitors and minors are strictly prohibited from construction sites. Seller gives no guarantees or assurances on the times in which the Community, model homes, or model park areas may experience increased levels of activity or traffic. Homesites across the street or next to the model homes, or elsewhere, may remain undeveloped until Seller determines that these homesites are no longer needed for marketing purposes.

24. **Views.** Future development and construction activities in the Community can and will modify the view from homesites (including but not limited to the Lot). Trees and other foliage may be added or removed from lots or Common Areas within the Community, and/or the Facility. Facility Owner may make changes and may add or remove trees and other foliage that may impact the view from homesites. Additional housing and other improvements will be added within the Community. Because future development and construction activities in the Community will modify views from homesites, Seller does not warrant or guarantee any existing views will be maintained in the future relative to the Property.

25. **Streetlights.** Numerous streetlights will be installed within the Community, many of which will be installed after homes have been completed, sold and occupied. Streetlights are sized and placed in accordance with local ordinances, and could in some instances generate light in or obstruct views from homes in the Community.

26. **Trees and Foliage.** The Community contains trees of various sizes and varieties. While Seller has taken care during the planning and construction of the Community to save trees, future development and construction will require the removal of additional trees, shrubs and other foliage and, therefore, Seller does not guarantee the preservation of any trees, shrubs, ground cover or other foliage in the Community or the Lot, and cannot be responsible for short or long-term damage to foliage due to construction or development activities. Seller makes no representation or warranty that trees on the Lot being purchased or any other homesite or Common Area in the Community will not be removed. All care and maintenance of foliage on an individual homesite is the responsibility of the homeowner, and Seller does not guarantee or warranty the survival of any foliage.

27. **Telecommunications Agreement(s).** Master Association or Neighborhood Association may enter into a bundled services contract with one or more telecommunications providers (the "**Service Provider**") for video (cable), internet, alarm and telephone services (the "**Telecommunications Agreement(s)**"). The Telecommunications Agreement(s) will require that Purchaser purchase all such services from the Service Provider at retail rates which will be subject to annual increases. An affiliate of Seller will be entitled to compensation from the Service Provider for causing Master Association or Neighborhood Association to enter into the Telecommunications Agreement(s), which may include flat fees and receiving a portion of the gross revenues paid by members of Master Association or Neighborhood Association to the Service Provider.

28. **Facilities and Conditions Affecting Homesites.**

28.1 The information set forth in this section contains an overview of facilities and conditions which may affect some or all homesites in the Community (including but not limited to the Lot). Because Seller does not have control over the development, Seller does not warrant or guarantee any future development of the entire Community, usage, or lack of development or usage for properties located within the Community, or their possible impact on the residents of the Community. For additional information about offsite features that may affect the purchase of the Property, please contact the local governmental authorities having jurisdiction over the Community and the surrounding properties.

28.2 Seller advises Purchaser that some of the homesites (including but not limited to the Lot) are or may be adjacent to or near some of the following:

DRAINAGE CHANNEL, STORMWATER DETENTION FACILITY, COMMUNITY CENTER, SCHOOL FACILITY, PARK, SCHOOL SITE, SPORTS FACILITY OR BALL FIELD, COMMUNITY LAKES, PARK AND/OR RECREATION FACILITY, ROADWAYS, RAILROAD TRACK, UTILITY AND DISTRIBUTION LINES, LIFT STATION, UTILITY EASEMENTS.

Purchaser acknowledges that such facilities may impact noise, vibration, lighting, traffic and other conditions caused by daily operations of the facility.

28.3 As a result of the open spaces and bodies of water in and around the Community, Purchaser may periodically find wild animals within the confines of the Community including, but not limited to, skunks, armadillos, nutria, opossums, deer, raccoons, spiders, snakes, bees, fire ants, alligators and other animals, reptiles and other insects common to the area. Contact with any of the foregoing can be dangerous. Should Purchaser encounter any such hazard, Purchaser is encouraged to contact the local animal control office for further instructions.

28.4 The Community is located adjacent to properties which will be developed with major commercial and retail uses. The development of such uses adjacent to the Community may increase traffic volumes, noise, odors, outdoor lighting, pedestrian activity and other similar impacts resulting from commercial development.

28.5 Purchaser acknowledges that Seller and/or Builder's current development plans for the Community where the Residence and Lot are located may change and that no representations or warranties are made concerning the development of the Community, or any property adjacent to, surrounding, or near such Community.

29. **County Taxes, Charges and Fees.** Property within the Community is subject to NPBCID, Palm Beach County and/or City of Palm Beach Gardens taxes, utility charges, fees and may become part of a special taxing district. For additional information, contact the Palm Beach County Tax Collector.

30. **Dispute Resolution and Limitation on Litigation.** Purchaser acknowledges and agrees that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Neighborhood and/or the Community without the emotional and financial costs of litigation. Accordingly, Purchaser agrees not to file suit in any court with respect to a Claim (defined in the Neighborhood Declaration) unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in the Neighborhood Declaration in a good faith effort to resolve such Claim.

31. **Addendum not a Substitute.** Purchaser acknowledges and agrees that this Addendum is not a substitute for reading the entire Document Book. For a more detailed explanation of any section contained in this Addendum, refer to the Document Book.

32. **Statements Made by Sales Staff and Brokers.** Seller wants to ensure that Seller and Purchaser are in full agreement on all terms and conditions relating to the Agreement. To best ensure that there are no misunderstandings, Purchaser agrees that each and every term and condition (including all statements, representations, or understandings upon which Purchaser relies in purchasing the Property) is set forth in writing in the Agreement. **If there are any statements, representations or understandings which are made by a sales staff person or any other representative of Seller which are material to Purchaser's decision to purchase, Purchaser should insist that any such statement, representation or understanding is put in writing and contained in the Agreement; otherwise such statement is not legally binding.**

33. **NPBCID Assessments and Bonds.** NPBCID IMPOSES ASSESSMENTS ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE ASSESSMENTS ARE IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

33.1 DISTRICT DEBT SERVICE ASSESSMENTS. NPBCID HAS ISSUED WATER CONTROL AND IMPROVEMENT BONDS (THE "**BONDS**") TO FINANCE THE COST OF THE PUBLIC INFRASTRUCTURE OF THE COMMUNITY WHICH MAY INCLUDE WITHOUT LIMITATION, (I) WATER MANAGEMENT AND CONTROL LANDS WITHIN THE COMMUNITY AND THE CONNECTION OF SOME OR ANY OF SUCH FACILITIES WITH ROADS AND BRIDGES; (II) ROADS AND BRIDGES; (III) WATER SUPPLY; (IV) SEWAGE COLLECTION; (V) WASTEWATER MANAGEMENT, RECLAMATION, AND REUSE OR ANY COMBINATION THEREOF; (VI) CONNECTING INTERCEPTING OR OUTLET SEWERS AND SEWER MAINS AND PIPES AND WATER MAINS, CONDUITS, OR PIPELINES IN, ALONG, AND UNDER ANY STREET, ALLEY, HIGHWAY, OR OTHER PUBLIC PLACE OR WAYS AND TO DISPOSE OF ANY EFFLUENT, RESIDUE, OR OTHER BY PRODUCT OF SUCH SYSTEM OR SEWER SYSTEM; AND (VII) STREET LIGHTING (COLLECTIVELY, THE "**PUBLIC INFRASTRUCTURE**"). THE BONDS WILL BE REPAYABLE FROM NON AD VALOREM SPECIAL ASSESSMENTS (THE "**DISTRICT DEBT SERVICE ASSESSMENTS**") IMPOSED BY NPBCID ON PROPERTY WITHIN THE

COMMUNITY, WHICH PROPERTY HAS BEEN FOUND TO BE SPECIALLY BENEFITED BY THE PUBLIC INFRASTRUCTURE. EACH HOME IS SUBJECT TO A DISTRICT DEBT SERVICE ASSESSMENT TO REPAY THE BONDS. NPBCID HAS ALSO AUTHORIZED ADDITIONAL BONDS (WHICH MAY NOT HAVE BEEN ISSUED) AND MAY ALSO AUTHORIZE ADDITIONAL BONDS IN THE FUTURE. IF ADDITIONAL BONDS ARE ISSUED IN THE FUTURE, THE AMOUNT OF THE DISTRICT DEBT SERVICE ASSESSMENTS MAY INCREASE.

33.2 AMOUNT. IT IS ANTICIPATED THAT THE DISTRICT DEBT SERVICE ASSESSMENTS FOR 2016 WILL BE APPROXIMATELY \$713 TO \$742 PER YEAR FOR TOWNHOMES AND \$1,581 TO \$1,981 PER YEAR FOR SINGLE FAMILY HOMES. THE FOREGOING AMOUNTS ARE ONLY ESTIMATES AND THESE AMOUNTS MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME WITHOUT NOTICE.

33.3 DISTRICT MAINTENANCE SPECIAL ASSESSMENTS. NPBCID has or may install, construct, operate and maintain certain road, drainage, utility, landscaping and infrastructure improvements pursuant to the NPBCID Plans of Improvements for the benefit of the Community. All NPBCID improvements will be maintained by NPBCID unless and until (i) NPBCID conveys certain road improvements to the City (upon which the City shall accept and maintain such road improvements), or (ii) the Master Association enters into a High Level Maintenance Agreement with NPBCID whereby the Master Association contractually agrees to maintain all or part of such improvements, pursuant to the terms of such High Level Maintenance Agreement. In addition, the Master Association may enter into a Maintenance Delegation Agreement with the Neighborhood Association whereby the Neighborhood Association contractually agrees to maintain all or part of such improvements, pursuant to the terms of such Maintenance Delegation Agreement. To the extent that NPBCID maintains such improvements, all individuals or entities owning or purchasing homes or lots within the Neighborhood will pay for such operation/maintenance expenses through NPBCID non-ad valorem assessments (the "District Maintenance Special Assessments") which will appear on each Owner's annual Unified Real Property Tax Bill that is issued and collected by the Tax Collector of Palm Beach County, Florida. In the event the Master Association contracts to maintain such NPBCID improvements, then such maintenance expenses will be paid by the Owners through their Master Association Assessments. In the event the Neighborhood Association contracts with the Master Association to maintain such NPBCID improvements, then such maintenance expenses will be paid by the Owners through their Neighborhood Association Assessments. NPBCID and all of NPBCID's interest in land within the Neighborhood shall be exempt from all Assessments that may be levied by the Neighborhood Association.

33.4 AMOUNT. IT IS ANTICIPATED THAT THE DISTRICT MAINTENANCE SPECIAL ASSESSMENTS FOR 2016 WILL BE APPROXIMATELY \$74 TO \$76 PER YEAR FOR TOWNHOMES AND \$110 TO \$126 PER YEAR FOR SINGLE FAMILY HOMES. THE FOREGOING AMOUNTS ARE ONLY ESTIMATES AND THESE AMOUNTS MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME WITHOUT NOTICE.

35. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

36. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

37. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Purchaser and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Purchaser and an authorized officer of Seller.

PURCHASER(S):

X _____

Print Name: %BuyerFullName%

Date: _____

X _____

Print Name: %SecondBuyerFullName%

Date: _____

SELLER:

%CommunityLegalName%

%CommunityLegalName2%

%CommunityLegalName3%

By: _____

Print Name: _____

Title: _____

Date: _____

**DISCLOSURE SUMMARY FOR
ALTON**

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS **\$182.00** PER QUARTER. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$N/A PER N/A.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$N/A PER MONTH.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

PURCHASER(S):

X _____

Print Name: %BuyerFullName%

Date: _____

X _____

Print Name: %SecondBuyerFullName%

Date: _____

**DISCLOSURE SUMMARY FOR
ALTON NEIGHBORHOOD 1**

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$727.00 PER QUARTER FOR SINGLE FAMILY UNITS AND \$773.24 PER QUARTER FOR TOWNHOUSE UNITS. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ N/A PER N/A.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ N/A PER MONTH.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

PURCHASER(S):

X _____
Print Name: %BuyerFullName%

Date: _____

X _____
Print Name: %SecondBuyerFullName%

Date: _____

**DISCLOSURE SUMMARY FOR
ALTON COMMUNITY RECREATION AND FITNESS FACILITY**

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$145.00 PER QUARTER. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ N/A PER N/A.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ N/A PER MONTH.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

PURCHASER(S):

X _____

Print Name: %BuyerFullName%

Date: _____

X _____

Print Name: %SecondBuyerFullName%

Date: _____

PURCHASER'S ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS

We acknowledge that I/We have received and read, and that I/We understand, the following documents relating to the Property which I/We am/are purchasing.

- 1. Purchase and Sale Agreement Standard Addenda and Accompanying Documents
 - a. Alternative Dispute Resolution Addendum
 - b. Credit Authorization Addendum
 - c. Out Of State Non-Solicitation Addendum
 - d. Affiliated Business Arrangement Disclosure Statement
 - e. Indoor Environmental Quality Disclosure
 - f. Title Insurance Addendum
 - g. Title Vesting Form
 - h. Home Buyers Warranty Booklet
 - i. Energy Rating Brochure
- 2. Community Specific Information
 - a. Insulation Addendum
 - b. Master Disclosure Addendum
- 3. Document Book
 - 1. Disclosure Summary for Alton.
 - a. Disclosure Summary for Alton Neighborhood 1
 - b. Disclosure Summary for Alton Community Recreation and Fitness Facility.
 - 2. Amended and Restated Master Declaration of Covenants, Easements, and Restrictions for Alton, and all amendments thereto
 - a. Articles of Incorporation of Alton Property Owners Association, Inc., and all amendments thereto
 - b. By Laws of Alton Property Owners Association, Inc., and all amendments thereto
 - 3. Estimated Operating Budget for Alton Property Owners Association, Inc.
 - a. Estimated Operating Budget for Alton Neighborhood 1 Association, Inc.
 - 4. Declaration of Covenants, Easements and Restrictions for Alton Neighborhood 1, all amendments thereto
 - a. Articles of Incorporation of Alton Neighborhood 1 Association, Inc., and all amendments thereto
 - b. By-Laws of Alton Neighborhood 1 Association, Inc. and all amendments thereto
 - 5. Declaration for Alton Community Recreation and Fitness Facility, and all exhibits and amendments thereto

PURCHASER(S):

X _____

Print Name: %BuyerFullName%

Date: _____

X _____

Print Name: %SecondBuyerFullName%

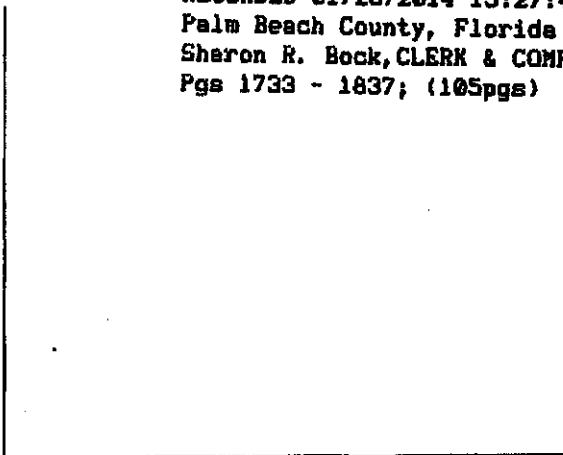
Date: _____

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Prepared by and return to:
H. William Perry, Esq.
Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Drive, Suite 500
West Palm Beach, FL 33401

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MASTER DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS

FOR

ALTON

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TABLE OF CONTENTS

	Page
Article I Creation of the Community.....	1
1.1 Purpose and Intent.....	1
1.2 Binding Effect.....	1
1.3 Governing Documents.....	2
Article II Concepts and Definitions.....	3
2.0 Definitions.....	3
Article III Use and Conduct.....	9
3.1 Framework for Regulation.....	9
3.2 Rule Making Authority.....	9
3.3 Owners' Acknowledgment and Notice to Purchasers.....	10
3.4 Protection of Owners and Others.....	10
Article IV Architecture and Landscaping.....	11
4.1 No Architectural Approvals.....	11
4.2 General.....	12
4.3 High Level Maintenance Agreements and Maintenance Delegation Agreements.....	12
4.4 Maintenance of Parcels and Residential Units.....	12
4.5 Maintenance by Additional Associations.....	13
4.6 Responsibility for Repair and Replacement.....	13
Article V The Association and its Members.....	14
5.1 Function of Association.....	14
5.2 Membership.....	14
5.3 Voting.....	14
Article VI Association Powers and Responsibilities.....	15
6.1 Acceptance and Control of Association Property.....	15
6.2 Maintenance and Operation of Areas of Common Responsibility.....	16
6.3 Provision of Benefits or Services to Service Areas.....	17
6.4 Insurance.....	17
6.5 Compliance and Enforcement.....	20
6.6 Implied Rights; Board Authority.....	22
6.7 Indemnification of Officers, Directors and Others.....	23
6.8 Safety and Security.....	23
6.9 Powers of the Association Relating to Additional Associations.....	23
6.10 Provision of Services.....	24
6.11 Relationships with Other Properties.....	24
6.12 Facilities and Services Open to the Public.....	24
6.13 Authorization of PCD Amendments.....	24
6.14 Declarant Approval Required for any Applications Seeking Development Approval Within Alton.....	25
Article VII Association Finances.....	25
7.1 Budgeting for and Allocating Association Expenses.....	25
7.2 Special Assessments.....	26

TABLE OF CONTENTS
(continued)

	Page
7.3 Specific Assessments	26
7.4 Obligation for Assessments.....	27
7.5 Lien for Assessments	28
7.6 Authority to Assess Owners; Time of Payment.....	28
7.7 Authority to Require Collection of Assessments by Additional Associations.....	29
7.8 Exempt Property.....	29
7.9 County Parcel.....	30
Article VIII Expansion of the Community.....	30
8.1 Expansion by Declarant	30
8.2 Expansion by the Association	30
8.3 Additional Covenants and Easements	31
8.4 Effect of Filing Supplemental Declaration.....	31
Article IX Additional Rights Reserved to Declarant.....	31
9.1 Withdrawal of Property.....	31
9.2 Right to Approve Changes in Alton Community Restrictions.....	31
9.3 Development and Sales Activities.....	31
9.4 Control of and Changes in Development Plan	32
9.5 Exclusive Rights To Use Name of Development.....	32
9.6 Right to Transfer or Assign Declarant Rights	32
9.7 Right to Notice of Design or Construction Claims	33
Article X Easements.....	33
10.1 Easements in Common Area.....	33
10.2 Easements of Encroachment.....	34
10.3 Easements for Utilities, Development, Etc	34
10.4 Easements to Serve Additional Property.....	35
10.5 Easements for Maintenance, Emergency and Enforcement.....	35
10.6 Easements for Lake and Pond Maintenance and Flood Water.....	35
10.7 Easement to Inspect and Right to Correct.....	36
10.8 Easement for Maintenance by the Parcel Owners and Additional Associations.....	36
10.9 Easement for Maintenance by the Owners.....	36
10.10 Easements and Agreements by the Association.....	36
Article XI Limited Common Areas.....	37
11.1 Purpose.....	37
11.2 Designation	37
11.3 Use by Others.....	37
Article XII Party Walls and Other Shared Structures.....	37
12.1 General Rules of Law to Apply.....	37
12.2 Maintenance; Damage and Destruction	38
Article XIII Dispute Resolution and Limitation on Litigation.....	38
13.1 Agreement to Encourage Resolution of Disputes Without Litigation.....	38
13.2 Dispute Resolution Procedures	39
13.3 Initiation of Litigation by Association	40

TABLE OF CONTENTS
(continued)

	Page
Article XIV Private Amenities	40
Article XV Mortgage Provisions	41
15.1 Notices of Action	41
15.2 No Priority	41
15.3 Notice to Association	41
15.4 Failure of Mortgagee to Respond	42
15.5 Construction of Article XV	42
Article XVI Changes in Ownership of Parcels or Residential Units	42
Article XVII Changes in Common Area	42
17.1 Condemnation	42
17.2 Partition	43
17.3 Transfer or Dedication of Common Area	43
Article XVIII Amendment of Declaration	43
18.1 By Declarant	43
18.2 By Members	43
18.3 Validity and Effective Date	44
18.4 Parcel Owner and Private Amenity Approval Rights to Amendments	44
18.5 The County Parcel	44
Article XIX NPBCID and SFWMD	44
19.1 Non-Ad Valorem Assessments	44
19.2 Maintenance of NPBCID Improvements	45
19.3 Surface Water Management Systems	45
19.4 No Easements Over NPBCID Land	46
19.5 NPBCID Land Not Subject to Assessments	46
19.6 Lakes, Ponds, Retention Areas and Water Bodies	46
19.7 NPBCID and SFWMD Approval Rights to Amendments	46
19.8 Use Restrictions	47
19.9 Enforcement by SFWMD	47
19.10 Maintenance and Monitoring	47
19.11 Prohibition of Wetland Alteration	47
19.12 Covenant for Maintenance Assessment for Association	48
19.13 Conservation Areas	48
19.14 Lake Banks	48
19.15 Notice Regarding NPBCID	48
Article XX EXHIBITS	49
20.1 Exhibits	49

MASTER DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS

FOR

ALTON

THIS MASTER DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR ALTON is made this 27th day of January, 2014, by KH ALTON LLC, a Florida limited liability company ("Declarant").

PART ONE: INTRODUCTION TO ALTON

Declarant, as the developer of the development known as Alton has established this Declaration to provide a flexible system and procedures for the overall development and expansion of Alton and for the governance, administration, maintenance, and preservation of Alton as a community comprised of various land uses which complement and support one another and the larger community of which Alton is a part.

Article I Creation of the Community

1.1 Purpose and Intent

By recording this Declaration in the public records of Palm Beach County, Florida, Declarant intends to establish a general plan of development for, and to provide for the overall development, governance, administration, maintenance and preservation of the planned community known as Alton. An integral part of the development plan for Alton is the creation of Alton Property Owners Association, Inc., an association comprised of all owners of real property in Alton. Alton Property Owners Association, Inc. will own, operate, and/or maintain various common areas and community improvements and administer and enforce this Declaration and the other Governing Documents referenced in this Declaration.

This document does not and is not intended to create a condominium under Florida law.

1.2 Binding Effect

Alton initially shall consist of the real property described in Exhibit "A", but the community may be expanded in the future, in accordance with the procedures established in this Declaration, to include additional real property. All property described in Exhibit "A", and any such additional property which is made a part of Alton in the future, shall be owned, conveyed and used subject to the provisions of this Declaration, which shall constitute a covenant running with the title to such property and shall be binding upon all Persons now or hereafter having any right, title, or interest in any portion of Alton, and their heirs, successors, successors-in-title, and assigns.

This Declaration shall remain in effect and shall be enforceable by Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded in the public records of Palm Beach County, Florida, subject to any amendments which may be adopted during such period in accordance with the procedures described in this Declaration. After such time, this Declaration shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners is

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recorded within the year preceding any extension, agreeing to terminate this Declaration, in which case this Declaration shall terminate as of the date specified in such instrument.

Notwithstanding the foregoing, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Florida law prohibiting covenants from extending more than twenty-one (21) years beyond the death of a person identified in such covenant who is living at the time such covenant is made, such provision shall expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

1.3 Governing Documents.

The Governing Documents for Alton consist of:

- this Declaration and such Supplemental Declarations as may be recorded from time to time to expand the community or to supplement this Declaration with additional covenants, restrictions and easements applicable to particular areas within Alton;
- the Articles of Incorporation and By-Laws of Alton Property Owners Association, Inc.;
- the Community Restrictions described in Article III; and
- such resolutions as the Association's Board of Directors may adopt from time to time pursuant to this Declaration;

all as they may be amended. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Governing Documents, this Declaration shall control.

Some areas within Alton may be subject to additional covenants, restrictions and easements, which may be administered by an Additional Association. In such case, if there is a conflict between or among the Governing Documents and any such additional covenants, restrictions, and easements, or the Governing Documents and/or the policies of such Additional Association, the Governing Documents shall control. However, nothing in this Section shall preclude any Supplemental Declaration or other covenants applicable to any portion of Alton from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and in such case the more restrictive shall control. The Association may, but shall not be required to, enforce any such additional covenants or restrictions affecting any portion of Alton.

The Governing Documents apply to all Owners and occupants of property within Alton, as well as to their respective tenants, guests, invitees, employees and contractors. Any lease relating to property within Alton shall provide that the tenant and all occupants of the leased property are bound by and obligated to comply with the Governing Documents.

The Association, the Declarant, and every Owner shall have the right to take legal action to enforce the Governing Documents. The Association shall have the specific enforcement powers and remedies described in Section 7.5 and elsewhere in the Governing Documents.

If a court should determine that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of such provision.

Article II Concepts and Definitions

2.1 Definitions.

The terms used in the Governing Documents are intended to have their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

"Additional Association": Any condominium association or other homeowners' association, if any, having jurisdiction over any portion of the property within Alton concurrent with (but subject to) the jurisdiction of the Association. Nothing in this Declaration shall require the creation of an Additional Association for any property within Alton.

"Additional Landowners": An inclusive term referring to the additional parties joining in this Declaration for the purpose of subjecting all the real property within Alton, as shown on the Master Plan, to the terms of this Declaration.

"Alton": The real property generally depicted on the Master Plan and which is legally described on Exhibit "A", together with such additional property as is made subject to the terms of this Declaration in accordance with Article VIII.

"Apartment Parcel": Any parcel of real property designated as a "Rental" use as shown on the Master Plan.

"Area(s) of Common Responsibility": The Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenants, contracts, or agreements.

"Articles": The Articles of Incorporation of Alton Property Owners Association, Inc., filed with the Secretary of State of the State of Florida, a copy of which is attached to this Declaration as Exhibit "B", as amended from time to time.

"Association": Alton Property Owners Association, Inc., a Florida nonprofit corporation, its successors or assigns.

"Base Assessment": Assessments levied on all Residential Units and those Parcels subject to assessments under Article VII and Exhibit "D" to fund the Common Expenses, as determined in accordance with Section 7.1.

"Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Florida corporate law.

"Builder": Any Person who purchases one or more Parcels for the purpose of constructing improvements thereon for resale to consumers in the ordinary course of its business, or who purchases one or more Parcels within Alton for further subdivision, development, and/or resale in the ordinary course of its business.

"Buffers": Collectively, any PCD buffers, right-of-way buffers, parkway buffers or other buffers referenced on any plat filed in Alton or as otherwise required by the Master Plan, Association or the City.

"By-Laws": The By-Laws of Alton Property Owners Association, Inc., a copy of which is attached to this Declaration as Exhibit "C", as amended from time to time.

"City": The City of Palm Beach Gardens, Florida.

"Class "B" Control Period": The period of time during which the Declarant, as the Class "B" Member, is entitled to appoint a majority of the members of the Board, as provided in the By-Laws. The Class "B" membership shall terminate on the first to occur of the following:

three months after 90% of the total Residential Units located in all Residential Parcels contemplated to be constructed within all phases of Alton that will ultimately be operated by a homeowners' Association have been conveyed to Persons other than Declarant or any Person(s) who succeed to the rights and liabilities of Declarant hereunder in a writing;

b. upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents;

c. upon Declarant filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

d. upon Declarant losing title to Alton through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment;

e. upon a receiver for Declarant being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or its Members;

f. forty (40) years after the date on which this Declaration is recorded in the public records of Palm Beach County, Florida; or

g. when, in its discretion, the Class "B" Member so determines.

"Common Area": All real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights, or public areas which the Association contractually agrees to maintain for the common use and enjoyment of the Owners. The term shall include the Limited Common Area, as defined below.

"Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserves, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred during the Class "B" Control Period for initial development or other original construction costs (payments due under leases of capital improvements such as street lights shall not be considered an initial development or original construction cost).

"Community Restrictions": The initial restrictions for all of Alton set forth in Exhibit "E", as they may be supplemented, modified and repealed, from time to time, pursuant to Article III.

"Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing within Alton, or the minimum Design Guidelines established pursuant to any Design Guidelines, the Community Restrictions, and Board resolutions, whichever is a higher standard. Such

standard shall be established initially by Declarant and may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as the needs and desires within Alton change.

"Conservation Areas": All protected or conservation areas in Alton as required by the City or the SFWMD, including, but not limited to upland preserves, wetland preservation areas, any protected archeological sites, or other preservation or conservation areas, as shown on the Master Plan, the SFWMD Permit or as identified on any plat filed for Alton.

"County": Palm Beach County, Florida and its agencies.

"County Parcel": The real property depicted on the Master Plan as Parcel A (Scripps Campus District) which may be submitted to this Declaration in a Supplemental Declaration.

"Covenant to Share Costs": Any declaration of easements and covenant to share costs or similar instrument executed and Recorded by Declarant which creates certain easements for the benefit of the Association and the present and future owners of the real property subject to such Covenant to Share Costs and which obligates the Association and such owners to share the costs of maintaining certain property described in such Covenant to Share Costs.

"Declarant": KH ALTON LLC, a Florida limited liability company or any successor or assign thereof who acquires title to any portion of the property described in Exhibit "A" for the purpose of development and/or sale and who is designated as Declarant in a Recorded instrument executed by the immediately preceding Declarant.

"Declarant Affiliate": An entity that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, Declarant, or an entity in which Declarant has an ownership interest, directly or indirectly.

"Declarant's Mortgage" shall mean Regions Bank, an Alabama banking corporation, or its successors in interest for so long as Regions Bank, or its successor(s) in interest is the holder of Declarant's first Mortgage on real property owned by Declarant located within Alton.

"Declaration": This document, as the same may be amended from time to time, and any Supplemental Declaration.

"Design Guidelines": Those certain Urban and Architectural Guidelines as adopted under City Resolution 1-2010, as amended from time to time.

"DRI Approvals": Collectively, the Master Plan, the Design Guidelines and all other resolutions, ordinances and approvals issued by the City with respect to the Scripps/Briger DRI (now known as Alton), as the same may be amended from time to time.

"FPL": Florida Power & Light Company.

"FPL Parcel": The real property which is designated as a "utility parcel" on the Master Plan which may be submitted to this Declaration in a Supplemental Declaration.

"Governing Documents": A collective term referring to this Declaration and any applicable Supplemental Declaration, the By-Laws, the Articles, Design Guidelines, the Community Restrictions, and Board resolutions, all as they may be amended.

"High Level Maintenance Agreement": Any agreement between the Association and either the City, the County, Seacoast or NPBCID whereby the Association, at its cost and expense, contracts for the right and obligation to improve or maintain any real or personal property located within or adjacent to Alton which is owned or controlled by any of the foregoing public entities.

"Hotel Parcel": Any parcel of real property now or in the future designated as a "Hotel" use on the Master Plan.

"Industrial/R&D/Biotech Parcel": Any parcel of real property now or in the future designated as an "Industrial/R&D/Biotech" use as shown on the Master Plan.

"Limited Common Area": A portion of the Common Area primarily benefiting one or more, but less than all, Service Areas, as described in Article XI.

"Master Plan": That certain plan for the development of the property which is or may become a part of Alton entitled "Scripps Florida Phase II Briger Tract DRI Palm Beach Gardens, Florida PCD Master Plan" prepared by Urban Design Kilday Studios, as it may be revised from time to time in Declarant's sole discretion and as approved by the City. The Master Plan is a flexible document which may reflect Declarant's development plans at a particular time but is established only as a planning tool for Declarant and is not intended to create any binding obligation to any Person. Inclusion of real property in the Master Plan shall in no way obligate Declarant to submit it to the terms of this Declaration or the jurisdiction of the Association. The current Master Plan is attached hereto as Exhibit "F" for informational purposes only and may be amended by Declarant at any time and from time to time in accordance with the approval process of the City.

"Maintenance Delegation Agreement": Any agreement between the Association and an individual Parcel Owner or Additional Association whereby the Association specifically grants a Parcel Owner or Additional Association, as applicable, the right and obligation to improve or maintain property located within or adjacent to Alton which is maintained by the Association (either on its own behalf or pursuant to a High Level Maintenance Agreement with the City, the County, SFWMD or NPBCID).

"Member": A Person subject to membership in the Association pursuant to Section 5.2.

"Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Residential Unit or Parcel. The term "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

"Nonresidential Parcel": A portion of the real property comprising Alton that has a permitted land use designation not currently shown, but may be included in the future, on the Master Plan but which is intended for independent ownership, development and use for any permitted nonresidential purpose, including, without limitation, neighborhood businesses, churches, and schools, or congregate care facility containing multiple apartments or residences with shared facilities, all of which apartments or residences are owned by a single Owner and leased or otherwise operated on a commercial basis, whether or not for profit.

"NPBCID": Northern Palm Beach County Improvement District, an independent special district of the State of Florida, having jurisdiction over property within Alton.

"NPBCID Assessments": Any assessment levied by NPBCID to pay for the cost of the operation, management, maintenance and/or construction of improvements pursuant to the NPBCID Plan of Improvements.

"NPBCID Plan of Improvements": Any plan adopted by NPBCID for the management, maintenance and/or construction of improvements located within or for the benefit of Alton, as the same may be amended from time to time.

"Office Parcel": Any parcel of real property now or in the future designated as an "Office" use on the Master Plan.

"Owner": One or more Persons who hold the record title to any Residential Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Residential Unit is sold under a Recorded contract of sale and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. The term "Owner" shall also include each of the Parcel Owners.

"Parcel(s)": An inclusive term referring to, including and collectively, the County Parcel, the FPL Parcel, the Industrial/R&D/Biotech Parcel(s), the Office Parcel(s), the Hotel Parcel(s), the Retail Parcel(s), the Apartment Parcel(s), the Residential Parcel(s) and any Nonresidential Parcel(s). In the event any of the Parcels shown on the current Master Plan are subdivided into more than one Parcel owned by separate Persons, then each such subdivided Parcel shall also constitute a Parcel hereunder.

"Parcel Owner": One or more Persons who hold the record title to any portion of a Parcel, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. In the event any of the Parcels shown on the current Master Plan are subdivided into more than one Parcel owned by separate Persons, then each owner of each of the subdivided Parcels shall be a Parcel Owner hereunder.

"Person": A natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

"Private Amenity" or "Private Amenities": Any real property and improvements and facilities thereon located within or in the vicinity of Alton which are privately owned and operated by Persons other than the Association for recreational and related purposes, on a membership basis or otherwise.

"Record", "Recording", or "Recorded": The act of filing a legal instrument in the Public Records of Palm Beach County, Florida, or such other place as may be designated as the official location for recording deeds, plats and similar documents affecting title to real estate in Alton, or a term describing an instrument which has been so filed.

"Residential Parcel": A parcel of vacant land under single ownership within Alton intended for residential development until such time as a subdivision plat or declaration of condominium is Recorded in the Public Records relating to all or a portion of such parcel, after which the portion which is the subject of such plat or declaration of condominium shall be deemed to contain that number of Residential Units reflected therein and the remaining portion, if any, shall continue to be treated as a Residential Parcel.

"Residential Unit": A platted lot within a Residential Parcel within Alton, whether developed or undeveloped, intended for development, use, and occupancy as an attached or detached residence for a single family in a manner consistent with this Declaration and any applicable Supplemental Declaration. The term shall, unless otherwise specified, include (by way of illustration, but not limitation) condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots. The term shall include all portions of the lot owned as well as any structure thereon.

"Retail Parcel": Any parcel of real property with a use of "Retail" as shown on the Master Plan.

"Seacoast": Seacoast Utility Authority.

"Service Area": A group of Parcels or Residential Units designated as a separate Service Area pursuant to this Declaration for purposes of sharing Limited Common Areas or receiving other benefits or services from the Association which are not provided to all Parcels or Residential Units within Alton. A Service Area may be comprised of more than one land use and/or housing type and may include noncontiguous parcels of property. A Residential Unit or Parcel may be part of more than one Service Area. Where the context permits or requires, the term Service Area shall also refer to the Service Area Committee established in accordance with the By-Laws to represent the interests of the Owners of Parcels or Residential Units within a Service Area. Service Areas may be established and modified as provided in Section 6.3.

"Service Area Assessments": Assessments levied against the Parcels or Residential Units in a particular Service Area to fund Service Area Expenses, as described in Section 7.1.

"Service Area Expenses": The actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Parcels or Residential Units within a particular Service Area or Service Areas, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Service Area(s).

"SFWMD": South Florida Water Management District.

"SFWMD Permit": The SFWMD Permit No. 50-00610-S-24 approving a conceptual surface water management plan for Alton as the same may be amended from time to time. A current copy of which is attached hereto as Exhibit "G" for informational purposes only and may be amended by Declarant at any time and from time to time in accordance with the approval process of SFWMD.

"Special Assessment": Assessments levied in accordance with Section 7.2.

"Specific Assessment": Assessments levied in accordance with Section 7.3.

"Supplemental Declaration": An instrument Recorded pursuant to Article VIII which subjects additional property to this Declaration, designates Service Areas, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

"Surface Water Management System": All lakes, wetlands, canals and drainage facilities comprising the surface water management system located within Alton, as generally described in the SFWMD Permit and regardless of whether NPBCID, the Association or any other Person owns, operates or maintains such system.

"Voting Member": The person entitled to cast the vote attributable to a particular Parcel or Additional Association on matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the By-Laws). Each Member shall designate a Voting Member in writing to the Secretary of the Association prior to any vote being taken. Absent such writing, the Member's vote shall be suspended if more than one Person seeks to exercise it. The term "Voting Member" shall also refer to an alternate Voting Member acting in the absence of the Voting Member and to any Parcel Owners authorized personally to cast the votes for their respective Parcel pursuant to Section 5.3.

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY RESTRICTIONS

The Community Restrictions for use and conduct and maintenance at Alton set it apart from other developments and give it its identity. Each property owner, resident, and tenant participates in upholding such Community Restrictions and can take pride in the results of that common effort. This Declaration establishes procedures for adopting, modifying, applying, and enforcing such Community Restrictions while providing flexibility for the Community Restrictions to evolve as Alton grows and changes over time.

Article III Use and Conduct

3.1 Framework for Regulation.

The Governing Documents establish, as part of the general plan of development for Alton, a framework of affirmative and negative covenants, easements and restrictions which govern Alton. Within that framework, the Declarant, Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology which inevitably will affect Alton, its Owners and residents. The initial Community Restrictions are attached hereto as Exhibit "E". The Community Restrictions may be amended and expanded as set forth in this Article. This Article is not intended to apply to rules and regulations relating to use and operation of the Common Area which the Board may adopt by resolution pursuant to Section 6.1(c).

3.2 Rule Making Authority.

a. Prior to the expiration of the Class "B" Control Period, Declarant shall have the unilateral right to amend the Community Restrictions as it deems appropriate, without joinder or consent of any person or entity whatsoever, except for Declarant's Mortgagee.

b. After the termination or expiration of the Class "B" Control Period, the Board may modify, cancel, limit, create exceptions to, or expand the Community Restrictions subject to the following:

i. The Board shall exercise business judgment and reasonableness on behalf of the Association and its Members.

ii. The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Voting Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

iii. Such action shall become effective, after compliance with subsection (v) below, unless disapproved at a meeting by (i) Voting Members representing more than 50% of the total Class "A" votes in the Association, and (ii) the Class "B" Member, if any. The Board shall have no obligation to call a meeting of the Voting Members to consider disapproval except upon receipt of a petition of the Voting Members as required for special meetings in the By-Laws. Upon such petition of the Voting Members prior to the effective date of any Board action under this Section 3.2(b), the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

iv. Prior to any action taken under this Section 3.2(b) becoming effective, the Board shall send a copy of the new rule or explanation of any changes to the Community Restrictions to each

Member. The effective date shall be not less than thirty (30) days following distribution to Members. The Association shall provide, without cost, a copy of the Community Restrictions then in effect to any requesting Member or Mortgagee.

v. No action taken under this Article shall have the effect of modifying, repealing or expanding Design Guidelines or any provision of this Declaration other than the initial Community Restrictions set forth in Exhibit "E". In the event of a conflict between any Design Guidelines and the Community Restrictions, such Design Guidelines shall control.

vi. No action taken under this Article shall have the effect of limiting or restricting the term of any lease for the lease of any residential dwellings located within Alton.

vii. The procedures required under this Section 3.2(b) shall not apply to the enactment and enforcement of administrative rules and regulations governing use of the Common Area unless the Board chooses in its discretion to submit to such procedures. Examples of such administrative rules and regulations shall include, but not be limited to, hours of operation of a recreational facility, speed limits on private roads, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times. The Board shall exercise business judgment in the enactment, amendment, and enforcement of such administrative rules and regulations.

3.3 Owners' Acknowledgment and Notice to Purchasers.

All Owners are given notice that use of their Parcels and Residential Units and the Common Area is limited by the Community Restrictions as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Parcel or Residential Unit can be affected by this provision and that the Community Restrictions may change from time to time. All purchasers of Parcels and Residential Units are on notice that changes may have been adopted by the Association. Copies of the current Community Restrictions may be obtained from the Association.

3.4 Protection of Owners and Others.

Except as may be set forth in this Declaration (either initially or by amendment) or in the initial Community Restrictions set forth in Exhibit "E", all Community Restrictions shall comply with the following provisions:

a. Similar Treatment. Similarly situated Owners shall be treated similarly; however, the Community Restrictions may vary by Service Area and may differ between residential and nonresidential uses, subject to the right of Voting Members representing each class of members to veto or withhold approval of proposed actions affecting their Parcels and Residential Units pursuant to Section 3.2.

b. Displays. The rights of Owners to display flags, religious symbols, and holiday decorations inside structures on their Parcels and Residential Units shall not be abridged, except that the Association may adopt time, place, and manner restrictions with respect to displays visible from outside the structure.

c. Signs. No rules shall regulate the content of political signs; however, rules may regulate the time, place and manner of posting as well as the design of such signs.

d. Activities Within Parcels and Residential Units. No rule shall interfere with the activities carried on within the confines of structures on Parcels or in Residential Units, to the extent in compliance

with local laws and ordinances, except that the Association may prohibit activities within Residential Units which are not normally associated with property restricted to residential use. The Association may also restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Parcels or Residential Units that generate excessive noise or traffic, that create unsightly conditions visible from outside of the structures on Parcels or in Residential Units, or that create an unreasonable source of annoyance to persons outside of any Residential Unit.

e. Allocation of Burdens and Benefits. No rule shall alter the allocation of financial burdens among the various Parcels or Residential Units or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who are delinquent in paying assessments or abuse the Common Area or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Article VII.

f. Alienation. No rule shall require consent of the Association or Board for leasing or transfer of any unit within any Parcel.

g. Abridging Existing Rights. No rule shall require an Owner to dispose of personal property that was in or on a Residential Unit or Parcel prior to the adoption of such rule if such personal property was in compliance with all rules previously in force. This exemption shall apply only during the period of such Owner's ownership of the Residential Unit or Parcel, and shall not apply to subsequent Owners who take title to the Residential Unit or Parcel after adoption of the rule.

h. Rights to Use and Develop. No rule or action by the Association or Board shall impede (i) Declarant's right to use and develop Alton or other properties in the vicinity of Alton, as contemplated by the Master Plan; (ii) the County's right to use and develop the County Parcel, as contemplated by the Master Plan; (iii) FPL's right to use the FPL Parcel as a "utility parcel"; or (iv) the Apartment Parcel Owner's or the Retail Parcel Owner's right to use and develop the Apartment Parcel as contemplated by the Master Plan.

i. Community Restrictions. The Community Restrictions shall not be applied in a manner which would prohibit or restrict the development of a Parcel and any improvements thereon, so long as such Parcel is developed in accordance with the Master Plan and the requirements of the City.

j. Interference with Private Amenities. No rule or action by the Association shall interfere with the use or operation of any Private Amenity.

The limitations in subsections (a) through (h) of this Section 3.4 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XVIII.

Article IV Architecture and Landscaping

4.1 No Architectural Approvals

Parcels and Residential Units are not subject to any architectural requirements or Association review or approval process, except as expressly stated in Section 4.2 below. However, certain Parcels and all Residential Units may be subject to Supplemental Declarations or other covenants applicable to any portion of Alton containing architectural review and approval requirements.

4.2 General

No structure or thing shall be placed, erected, or installed upon any Parcel or Residential Unit after the date it is made subject to this Declaration, and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place on any property within Alton after the date it is made subject to this Declaration, except in compliance with all applicable laws, rules, regulations or ordinances promulgated by any governmental agency having jurisdiction over Alton, (including, without limitation the City, the County, SFWMD, NPBCID) and shall specifically comply with the terms of this Declaration and the Design Guidelines.

4.3 High Level Maintenance Agreements and Maintenance Delegation Agreements.

Any property within Alton that is subject to a High Level Maintenance Agreement and/or a Maintenance Delegation Agreement shall be used, operated and maintained in accordance with the terms of such agreement(s).

The FPL Parcel Owner, the Retail Parcel Owner and the Apartment Parcel Owner shall each enter into specific Maintenance Delegation Agreements whereby such Parcel Owner shall, at their sole cost and expense, (i) maintain to the Community-Wide Standard the landscaping in all Buffers located on or adjacent to their respective Parcels and (ii) maintain to the Community-Wide Standard the landscaping located within the portion of all lake banks adjacent to their respective Parcels, including, without limitation, mowing and repair of any damage to any portion of the irrigation system (that will be installed by NPBCID) that is caused by such Parcel Owner's maintenance. In the event such Parcel Owner fails to perform its duties under the terms of any Maintenance Delegation Agreements, the Association shall have the rights of enforcement set forth in Section 7.3.

4.4 Maintenance of Parcels and Residential Units.

Each Owner shall maintain his or her Parcel or Residential Unit and all landscaping and improvements comprising the Parcel or Residential Unit in a manner consistent with the Governing Documents, the Design Guidelines and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or an Additional Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Parcel or Residential Unit.

Unless maintained by the Association or an Additional Association, each Owner of a Residential Unit shall also be responsible for maintaining (i) the landscaping within that portion of any adjacent Common Area or public right-of-way lying between the Residential Unit boundary and any wall, fence, curb, lake or pond located on the Common Area or public right-of-way within thirty (30) feet of the Residential Unit boundary and (ii) the landscaping located within the portion of all lake banks adjacent to their respective Residential Unit, including, without limitation, mowing and repair of any damage to any portion of the irrigation system (that will be installed by Declarant or a Builder) that is caused by such Parcel Owner's maintenance; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Section 4.2.

The Association may also assign or delegate some or all of its obligations to any Additional Association or Parcel Owner in a Maintenance Delegation Agreement. In such event, the applicable Additional Association or Parcel Owner shall, at its sole cost and expense, maintain such specified areas of Alton (i.e. such as Buffers or Conservation Areas) in accordance with the terms of the Maintenance Delegation Agreement.

Responsibility for maintenance of landscaping under this Section 4.4 shall include responsibility for irrigation systems, watering of lawns and other landscaping as needed to maintain it in a healthy condition. It shall also include responsibility for removal and replacement of diseased or dead plant material, subject to the provisions of Section 4.2. In addition, each Parcel Owner or Additional Association shall be responsible for all permit reporting requirements.

4.5 Maintenance by Additional Associations.

Any Additional Association shall maintain its common property and any other property for which it has maintenance responsibility in a manner consistent with the Governing Documents, the Design Guidelines, if any, and all applicable Community Restrictions.

Any Additional Association shall also be responsible for maintaining and irrigating the landscaping within that portion of any adjacent Common Area or public right-of-way lying between the boundary of its common property and any wall, fence or curb located on the Common Area or public right-of-way within thirty (30) feet of its boundary; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Section 4.2.

The Association may assume the maintenance responsibility of any Additional Association or Parcel, either by agreement with the Additional Association or an individual Parcel Owner or because, in the opinion of the Board, the level and quality of maintenance then being provided is in violation of the Community Restrictions or is not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this paragraph shall be assessed as a Specific Assessment (pursuant to Section 7.3) against the individual Parcel or against the Residential Units subject to the jurisdiction of the Additional Association, as applicable. The provision of services in accordance with this Section shall not constitute discrimination within a class.

4.6 Responsibility for Repair and Replacement.

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement necessary to maintain the property to a level consistent with the Community-Wide Standard.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Parcel or Residential Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved by the Association. Alternatively, the Owner shall clear the Parcel or Residential Unit and maintain it in a neat and attractive landscaped condition consistent with the Community-Wide Standard.

The requirements of this Section shall apply to any Additional Association in the same manner as if the Additional Association were an Owner and the property for which it has maintenance responsibility were a Residential Unit. Additional covenants applicable to any portion of Alton may establish more stringent requirements for insurance and more stringent design guidelines for rebuilding or reconstructing structures on the Residential Units within such area and for clearing and maintaining the Residential Units in the event the structures are not rebuilt or reconstructed.

PART THREE: ALTON COMMUNITY GOVERNANCE AND ADMINISTRATION

The Declaration establishes the Association as a mechanism by which each Owner is able to participate in the governance and administration of Alton. While many powers and responsibilities are

vested in the Association's board of directors in order to facilitate day-to-day management and operation, some decisions are considered of such importance that they are reserved for the Association's membership – the Owners of property in Alton.

Article V The Association and its Members

5.1 Function of Association.

The Association has been established for the purpose of administering Alton in accordance with the Governing Documents. Its responsibilities include, but are not limited to:

- a. management, maintenance, operation and control of the Areas of Common Responsibility
- b. interpretation and enforcement of the Governing Documents; and
- c. upholding the Community-Wide Standard within Alton.

5.2 Membership.

Every Parcel Owner and Additional Association shall be a Member of the Association. Once a Residential Parcel has been platted and Residential Units have been created, the Additional Association governing such Residential Units, and not the Residential Parcel Owner, shall be the Member. There shall be only one membership per Parcel or Additional Association. If a Parcel is owned by more than one Person, all co-Parcel Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 5.3(b) and in the By-Laws, and all such co-Parcel Owners shall be jointly and severally obligated to perform the responsibilities of Parcel Owners. The membership rights of a Parcel Owner or Additional Association that is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Parcel Owner or the Additional Association in a written instrument provided to the Secretary of the Association.

5.3 Voting.

- a. **Classes of Membership.** The Association initially shall have two classes of membership, Class "A" and Class "B," as follows:

Class "A". Class "A" Members shall be all the Additional Associations and Parcel Owners, except the Class "B" Member, if such exists. Class "A" Members shall be allocated votes based on the formula set forth in Exhibit "D", except that no vote shall be exercised for any Parcels or other property which are exempt from assessment under Section 7.8. All Class "A" votes shall be cast as provided in Sections 5.3(b) and (c) below.

Class "B". The sole Class "B" Member shall be the Declarant. The Class "B" Member shall not have voting rights relative to the number of Parcels or Residential Unit it owns; rather, the consent of the Class "B" Member shall be required for various actions of the Board, the membership and committees, as specifically provided elsewhere in the Governing Documents. In addition, the Class "B" Member may appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in the By-Laws. Additional rights of the Class "B" Member are specified in the relevant sections of the Governing Documents. The Class "B" membership shall terminate upon expiration of the Class "B" Control Period, however, Declarant shall be entitled to appoint one Board member to the Association

so long as Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Residential Units planned to be constructed within Alton. Upon termination of the Class "B" membership, Declarant shall be entitled to Class "A" membership and voting rights for each Additional Association under the control of Declarant and for any Parcel or Residential Unit which it owns.

Declarant may, by Supplemental Declaration, create additional classes of membership for the owners of Parcels or Residential Units within any additional property made subject to this Declaration pursuant to Article VIII, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

b. Exercise of Voting Rights. Except as otherwise specified in this Declaration or the By-Laws, the vote for each Parcel owned by a Class "A" Member or an Additional Association shall be exercised by the Voting Member representing such Parcel or Additional Association. In any situation where a Member is entitled personally to exercise the vote for his or her Parcel, and there is more than one Parcel Owner of such Parcel, the vote for such Parcel shall be exercised as the co-Parcel Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Parcel's vote shall be suspended if more than one Person seeks to exercise it.

c. Representative Voting. Due to the large number of Residential Units anticipated to be developed in Alton and the anticipated formation of Additional Associations to govern the Residential Parcels, the Governing Documents provide for a representative system of voting for Residential Units. The Additional Association governing any Residential Unit shall be the Member of the Association and shall have the right to cast all votes attributable to Residential Units located within the Residential Parcel that is subject to the Additional Association on all Association matters requiring a vote of Class "A" Members, except as otherwise specified in this Declaration or the By-Laws.

Article VI Association Powers and Responsibilities

6.1 Acceptance and Control of Association Property.

a. The Association, through action of its Board, may acquire, hold, lease (as lessor or lessee), operate and dispose of tangible and intangible personal property and real property. The Board may enter into leases, licenses or operating agreements for portions of the Common Area, for such consideration or no consideration as the Board deems appropriate, to permit use of such portions of the Common Area by community organizations and by others, whether nonprofit or for profit, for the provision of goods or services for the general benefit or convenience of owners, occupants and residents of Alton.

b. Declarant and its designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, within or adjacent to the real property described in Exhibit "A" and the Association shall accept any such property interests. If Declarant conveys property to the Association as Common Area at no cost to the Association, the Association shall, upon Declarant's written request, reconvey to Declarant any unimproved portions of such property, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

c. The Association shall be responsible for management, operation and control of the Common Area, subject to any covenants and restrictions set forth in the deed or other instrument

transferring such property to the Association. The Board may adopt such reasonable rules regulating use of the Common Area as it deems appropriate.

6.2 Maintenance and Operation of Areas of Common Responsibility.

The Association shall maintain, or cause to be maintained in accordance with the terms of a Maintenance Delegation Agreement, in accordance with the Community-Wide Standard, the Areas of Common Responsibility, which may include, but need not be limited to:

- a. all portions of and structures situated on the Common Area;
- b. all streets and roadways within Alton until such time as they are accepted by a public body for perpetual maintenance, and any Buffers or landscaping within the rights-of-way of streets or roads within or abutting Alton, whether or not dedicated to the public;
- c. such portions of any additional property included within the Areas of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association;
- d. subject to the rights of NPBCID, and the terms of any High Level Maintenance Agreement, if any, with respect thereto, all lakes, ponds, streams and/or wetlands located within Alton which serve as part of the Surface Water Management System for Alton, including the maintenance and operation of any improvements and equipment installed therein or used in connection therewith; and
- e. any property and facilities within or adjacent to Alton which are owned by Declarant, or any organization designated by Declarant which is tax-exempt under Internal Revenue Code Section 501(c)(3), and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from Declarant to the Association and to remain a part of the Areas of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

Without limiting the foregoing, the Association may also agree to maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. However, the Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Areas of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members representing 75% of the Class "A" votes in the Association and the Class "B" Member, if any, agree in writing to discontinue such operation.

Except as provided above, the Areas of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with Declarant's prior written approval as long as Declarant or any Declarant Affiliate owns any property described in Exhibit "A" of this Declaration.

Except as specifically provided herein, the costs associated with maintenance, repair, replacement, insurance and operation of the Areas of Common Responsibility shall be a Common

Expense, subject to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Areas of Common Responsibility pursuant to this Declaration, other Recorded covenants, or agreements with the owner(s) thereof. The cost of maintenance, repair, replacement and insurance of Limited Common Areas shall be a Service Area Expense assessed against the Parcels or Residential Units to which the Limited Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

Upon resolution of the Board, Parcels or Residential Units within each Service Area may be assessed Service Area Assessments to fund the costs of operating, maintaining and insuring certain portions of the Areas of Common Responsibility within or adjacent to such Service Area. This may include, without limitation, the costs of utilities as well as maintaining any signage, entry features, right-of-way and greenspace between the Service Area and adjacent public roads, private streets within the Service Area, and lakes or ponds within the Service Area, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Service Areas which are similarly situated shall be treated the same.

6.3 Provision of Benefits or Services to Service Areas.

The Declarant by Supplemental Declaration, may assign portions of the Properties to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Parcels or Residential Units in addition to those which the Association generally provides to all Parcels or Residential Units. The cost of providing such benefits or services shall be assessed against the Parcels or Residential Units within such Service Area as a Service Area Assessment.

Any group of Owners may petition the Board to designate their Parcels or Residential Units as a Service Area for the purpose of receiving from the Association (a) special benefits or services which are not provided to all Parcels or Residential Units, or (b) a higher level of service than the Association provides to all Parcels or Residential Units. Upon receipt of such petition signed by Owners of a majority of the Parcels or Residential Units within the proposed Service Area, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and the cost thereof, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate as among Parcels or Residential Units in all Service Areas receiving the same service). Upon written approval of the proposal by Owners of at least 75% of the Parcels or Residential Units within the proposed Service Area, the Association shall provide the requested benefits or services and shall assess the cost thereof among the Parcels or Residential Units in the proposed Service Area as a Service Area assessment pursuant to Section 7.1, subject to the right of the Owners of Parcels or Residential Units within the Service Area thereafter to veto the budget for their Service Area as provided in Section 7.1.

6.4 Insurance.

a. Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

i. Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and within the Areas of Common Responsibility to the extent that Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not

generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes;

ii. Commercial general liability insurance on the Areas of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, however, the Association may obtain such additional coverage and/or higher limits as are reasonably determined by the Association;

iii. Workers compensation insurance and employers liability insurance, if and to the extent required by law;

iv. Directors and officers liability coverage;

v. Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to the maximum funds that will be in the custody of the Association or its management agent at any one time. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

vi. Such additional insurance as the Board, in the exercise of its business judgment, determines advisable.

In addition, the Association shall, if so specified in a Supplemental Declaration applicable to any Service Area, obtain and maintain property insurance on the insurable improvements within such Service Area which insurance shall comply with the requirements of Section 6.4(a)(i). Any such policies shall provide for a certificate of insurance to be furnished upon request to the Owner of each Parcel or Residential Unit insured.

Premiums for all insurance on the Areas of Common Responsibility shall be Common Expenses, except that (i) premiums for property insurance on Parcels or Residential Units within a Service Area shall be a Service Area Expense; and (ii) premiums for insurance on Limited Common Areas may be included in the Service Area Expenses of the Service Area(s) to which such Limited Common Areas are assigned unless the Board reasonably determines that other treatment of the premiums is more appropriate.

b. Policy Requirements. The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in Palm Beach County, Florida. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.4(a). In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more

Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Parcels or Residential Units as a Specific Assessment.

All insurance coverage obtained by the Board shall:

i. be written with a company authorized to do business in Florida which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

ii. be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and its Members. Policies secured on behalf of a Service Area shall be for the benefit of the Owners of Parcels or Residential Units within the Service Area;

iii. not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

iv. contain an inflation guard endorsement;

v. include an agreed amount endorsement, if the policy contains a co-insurance clause;

vi. provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest as a member of the Association in the Common Area (provided, this provision shall not be construed as giving an Owner any interest in the Common Area other than that of a Member);

vii. provide a waiver of subrogation under the policy against any Owner or occupant of a Parcel or Residential Unit;

viii. include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

ix. include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association.

In addition, the Board shall use reasonable efforts to secure insurance policies which name the Owners, collectively, as additional insureds and provide:

i. a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

ii. a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

iii. an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

iv. an endorsement requiring at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

v. a cross liability provision; and

vi. a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless Voting Members representing at least 75% of the total votes attributable to Parcels entitled to use and enjoy the damaged portion of the Common Area, and the Class "B" Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such sixty (60)-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners of Parcels or Residential Units within the insured Service Area, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Parcels or Residential Units.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Voting Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.4(a).

6.5 Compliance and Enforcement.

a. Every Owner and occupant of a Parcel or Residential Unit shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the By-Laws. Such sanctions may include, without limitation:

i. imposing reasonable monetary fines which shall constitute a lien upon the violator's Parcel or Residential Unit. (In the event that any occupant, guest or invitee of a Parcel or Residential Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided, however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

- ii. suspending a Parcel Owner's voting rights;
- iii. suspending any Person's right to use any recreational facilities within the Common Area;
- iv. suspending any services provided by the Association to an Owner or the Owner's Parcel or Residential Unit if the Owner is more than ninety (90) days delinquent in paying any assessment or other charge owed to the Association;
- v. exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;
- vi. requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Parcel or Residential Unit in violation of Article IV and to restore the Parcel or Residential Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;
- vii. without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with any applicable laws, rules, regulations or ordinances promulgated by any governmental agency having jurisdiction over Alton, (including, without limitation the City, the County, SFWMD, NPBCID) from continuing or performing any further activities in Alton; and
- viii. levying Specific Assessments to cover costs incurred by the Association to bring a Parcel or Residential Unit into compliance with the Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the By-Laws:

- i. exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations), and entry onto any Parcel or Residential Unit for such purpose shall not be considered a trespass;
- ii. bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails to perform properly his or her maintenance responsibility after written notice specifying the maintenance required and a reasonable opportunity to perform such maintenance, the Association may Record a notice of violation or perform such maintenance responsibilities and assess all costs, including, without limitation, reasonable administrative fees, incurred by the Association against the Parcel or Residential Unit and the Owner as a Specific Assessment. If an Additional Association fails to perform its maintenance responsibilities, the Association may perform such maintenance and assess the costs, including, without limitation, reasonable administrative fees, as a Specific Assessment against all Parcels and Residential Units within the jurisdiction of such Additional Association. In the event of either of the foregoing, the Association shall be entitled to choose a service provider or contractor of its choice to perform the work and shall not be required to obtain bids for the work that is performed. In the event the Association does obtain such bids, the Association shall not be required to choose the lowest bid.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

b. The decision to have the Association pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

i. the Association's position is not strong enough to justify taking any or further action; or

ii. the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or

iii. although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

iv. it is not in the Association's best interest, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule, nor shall it preclude any Owner from taking action at law or in equity to enforce the Governing Documents.

The Association, by contract or other agreement, may enforce applicable town and county ordinances, if applicable, and permit the County and/or the City to enforce ordinances within Alton for the benefit of the Association and its Members.

6.6 Implied Rights; Board Authority.

The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

The Board may institute, defend, settle, or intervene on behalf of the Association in, mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Areas of Common Responsibility, enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its members.

In exercising the rights and powers of the Association, making decisions on behalf of the Association, and conducting the Association's affairs, Board members shall be subject to, and their actions shall be judged in accordance with, the Design Guidelines required by Florida law.

6.7 Indemnification of Officers, Directors and Others.

Subject to the requirements of Florida law, the Association shall indemnify and defend every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify and defend shall be limited to those actions for which liability is limited under this Section.

The officers, directors, and committee members 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 or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may all be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member 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 generally available at a reasonable cost.

6.8 Safety and Security.

Each Owner and occupant of a Parcel or Residential Unit, and their respective guests and invitees shall be responsible for their own personal safety and the security of their property in Alton. The Association may, but shall not be obligated to, maintain or support certain activities within Alton designed to enhance the level of safety or security which each person provides for himself and his property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within Alton, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to Alton, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and shall be responsible for informing its tenants and all occupants of its Parcel or Residential Unit that the Association, its Board and committees, and Declarant are not guarantors of security or safety and that each Person using Alton assumes all risks of personal injury and loss or damage to property, including Parcels and Residential Units and the contents of Parcels and Residential Units, resulting from acts of third parties.

6.9 Powers of the Association Relating to Additional Associations.

The Association shall have the power to block, and to seek injunctive relief (without the necessity of posting a bond therefor) with respect to any action taken or contemplated to be taken by any Additional Association which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific action to be taken by any Additional Association in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor.

An Additional Association shall take appropriate action required by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Additional Association

fails to comply, the Association shall have the right to effect such action on behalf of the Additional Association and levy Specific Assessments against the Parcels and Residential Units subject to the Additional Association's jurisdiction to cover the costs incurred, as well as an administrative charge and sanctions.

6.10 Provision of Services.

The Association may provide, or provide for, management, services and facilities for the Members and their Parcels and Residential Units, and shall be authorized to enter into and terminate contracts or agreements with other entities, including Declarant, to provide such management, services and facilities. The Board may charge use or service fees for any such management, services and facilities provided at the option of an Owner, or may include the costs thereof in the Association's budget as a Common Expense and assess it as part of the Base Assessment if provided to all Parcels and Residential Units. By way of example, such management, services and facilities might include property management, landscape maintenance, pest control service, cable television service, security, caretaker, transportation, fire protection, utilities, and similar services and facilities.

Nothing in this Section shall be construed as a representation by Declarant or the Association as to what, if any, services shall be provided. In addition, the Board shall be permitted to modify or cancel existing contracts for services in its discretion, unless the provision of such services is otherwise required by the Governing Documents. Non-use of services provided to all Owners or Parcels and Residential Units as a Common Expense shall not exempt any Owner from the obligation to pay assessments for such services.

6.11 Relationships with Other Properties.

The Association may enter into High Level Maintenance Agreements or other contractual agreements, easements and covenants to share costs with the NPBCID, the City, the County or owner(s) of any neighboring property to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of Common Area maintenance.

6.12 Facilities and Services Open to the Public.

Certain facilities and areas within Alton may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example: roads, sidewalks, greenbelts, trails, paths, parks, and similar areas conducive to public gathering and interaction. Declarant may designate such facilities and areas as open to the public at the time Declarant makes such facilities and areas a part of the Areas of Common Responsibility or the Board may so designate them at any time thereafter. The availability of such areas to the general public shall not relieve any Owner of responsibility for assessments levied to fund the Association expenses incurred in connection with such areas.

6.13 Authorization of PCD Amendments

In accordance with Section 78-46(e)(5) of the City of Palm Beach Gardens Land Development Code, the Association shall have the power to sign any and all authorizations with respect to Planned Community District (PCD) amendments regarding Alton, as the same may be requested by a Parcel Owner. In such event, no other Parcel Owner may object to such amendment so long as such amendment (i) does not remove any entitlements associated with the other Parcel Owner's Parcel, (ii) impose additional requirements for the development of the other Parcel or (iii) otherwise materially and adversely affect the development of the other Parcel. Any such authorizations, executed by an officer of the

Assessment; provided, if so specified in the applicable Supplemental Declaration or if so directed by a petition signed by at least two-thirds of the Owners of Parcels and Residential Units in the Service Area, any portion of the Service Area Assessment intended for exterior maintenance, insurance or replacement reserves relating to structures on Parcels and Residential Units shall be levied on the benefited Parcels and Residential Units in proportion to the benefit received, as the Board may reasonably determine.

All amounts collected by the Association as Service Area Assessments shall be held in trust for and expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Association's general funds.

Notice of Budget and Assessment. Once the final budget has been approved by the Board at a properly called Board meeting, the Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment and any Service Area Assessment to be levied pursuant to such budget, to each Owner at least thirty (30) days prior to the effective date of such budget; unless such Owner is subject to an Additional Association that collects Assessments as set forth in Section 7.7 below in which event the Board shall send a copy of the foregoing to such Additional Association. The budget shall automatically become effective. There shall be no obligation to call a Member meeting for the purpose of considering any budget. If the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

e. Budget Revisions. The Board may revise the budget and adjust the assessments levied pursuant thereto from time to time during the year, subject to the same notice requirements and rights to disapprove the revised budget as set forth above.

7.2 Special Assessments

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise provided in this Declaration, any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses or against the Parcels and Residential Units within any Service Area if such Special Assessment is for Service Area Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

7.3 Specific Assessments.

The Association shall have the power to levy Specific Assessments against a particular Parcel and Residential Unit or Parcels and Residential Units as follows:

a. to cover the costs, including overhead and administrative costs, of providing services to Parcels and Residential Units upon request of an Owner pursuant to any menu of special services which may be offered by the Association (which might include the items identified in Section 6.10). Specific Assessments for special services may be levied in advance of the provision of the requested service; and

b. to cover costs incurred in bringing the Parcel or Residential Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Parcel or Residential Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (b); and

Association may be relied upon by the City of Palm Beach Gardens as binding the Owners of all Parcels and Residential Units within Alton:

6.14 Declarant Approval Required for any Applications Seeking Development Approval Within Alton.

Prior to the submittal of any application to the City, the County, NPBCID or SFWMD seeking site plan approval or any modifications to any approved Master Plan, Design Guidelines, SFWMD Permit or any of the DRI Approvals, the Owner wishing to submit such application must submit the application to Declarant for review and must obtain Declarant's written approval of such application prior to filing same.

Article VII Association Finances

7.1 Budgeting for and Allocating Association Expenses.

a. Preparation of Budget. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses of the Association for the coming year, to be allocated among all Parcels and Residential Units, except as otherwise provided in this Declaration, and, and separate budgets reflecting the estimated Service Area Expenses for each Service Area to which the Association expects to provide benefits or services during the budget period. Each budget may reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Parcels and Residential Units, and the amount estimated to be generated through the levy of assessments against the Parcels and Residential Units.

The estimated expenses in each budget may include any operating reserves and/or a reasonable contribution to a reserve fund for repair and replacement of any capital items to be maintained as a Common Expense or as a Service Area Expense, respectively. In determining the amount of such reserve contribution, if any, the Board shall take into account the number and nature of replaceable assets, the expected life of each, the expected repair or replacement cost, and the contribution required to fund the projected need by annual contributions over the expected useful life of the asset.

b. Calculation of Base Assessments. Upon determining the total amount of income required to be generated through the levy of Base Assessments, the Association shall allocate such amount among all Parcels and Residential Units subject to assessment under Section 7.1 on the effective date of the budget in accordance with the formula set forth on Exhibit "D". The amount allocated to each Parcel and Residential Unit shall then be levied as a Base Assessment.

Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 7.4(b)), which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget.

Payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

c. Calculation of Service Area Assessments. The total amount of estimated Service Area Expenses for each Service Area shall be allocated equally among all Parcels and Residential Units within the Service Area which are subject to assessment under Section 7.6 and assessed as a Service Area

Upon written request, the Association shall furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

b. Declarant's Option to Fund Budget Deficits. During the Class "B" Control Period, Declarant may satisfy its obligation for assessments on Parcels or Residential Units which it owns either by paying such assessments in the same manner as any other Owner or by paying the difference between the amount of assessments levied on all other Parcels or Residential Units subject to assessment and any other sources of income collected or due to the Association and the amount of actual expenditures by the Association during the fiscal year. In the event of a surplus for any fiscal year, Declarant shall have the right to use such surplus to offset its obligation for assessments during the next fiscal year. Unless Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of Declarant's election, Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "B" Control Period, Declarant shall pay assessments on its unsold Parcels or Residential Units in the same manner as any other Owner.

7.5 Lien for Assessments.

The Association shall have a lien against each Parcel and Residential Unit to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Florida law), and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any Recorded first Mortgage (meaning any Recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

The Association may bid for the Parcel or Residential Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Parcel or Residential Unit. While a Parcel or Residential Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Parcel and Residential Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Parcel or Residential Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

Sale or transfer of any Parcel or Residential Unit shall not affect the assessment lien or relieve such Parcel or Residential Unit from the lien for any subsequent assessments. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Parcels and Residential Units subject to assessment under Section 7.6, including such acquirer, its successors and assigns.

7.6 Authority to Assess Owners; Time of Payment.

The obligation to pay assessments as provided for in this Article shall commence as to each Parcel and Residential Unit on the first day of the month following: (a) the month in which the Parcel or Residential Unit is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment and Service Area Assessment, if any, levied on each Parcel or Residential Unit shall be

c. to cover costs incurred or expected to be incurred by the Association to set up, clean up, provide additional security, utilities or other services in connection with any festival or other special events sponsored by the Owners or tenants of any Parcel or Residential Unit or group of Parcels or Residential Units, upon the Board's determination, in the exercise of its business judgment, that such services are necessary are appropriate and the Owner to be subject to such Specific Assessment is provided with prior written notice of the additional security, utilities or other services determined necessary by the Board as well as the amount of the Specific Assessment; and

d. to cover costs of bringing a Parcel or Additional Association into compliance under the terms of a Maintenance Delegation Agreement, including, without limitation, any fines or penalties that may be imposed under the terms of the Maintenance Delegation Agreement or Section 7.5 of this Declaration; provided, the Association shall give the Owner prior written notice and an opportunity to cure as required by any Maintenance Delegation Agreement before levying any Specific Assessment under this subsection (d).

The Association may also levy a Specific Assessment against the Parcels or Residential Units within any Service Area to reimburse the Association for costs incurred in bringing the Service Area into compliance with the provisions of the Governing Documents, provided the Board gives prior written notice to the Owners of Parcels or Residential Units in, or the Voting Member representing, the Service Area and an opportunity for such Owners or Voting Member to be heard before levying any such assessment.

Without limiting the foregoing, any Specific Assessment levied under 7.3(b) or 7.3(d) above may include charges for administrative fees and/or penalties upon the Board's determination, in the exercise of its business judgment, that such fees and/or penalties are appropriate.

7.4 Obligation for Assessments.

a. Personal Obligation. Each Owner, by accepting a deed or entering into a Recorded contract of sale for any portion of Alton, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 18% per annum or such other interest rate as the Board may establish, subject to the limitations of Florida law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Parcel or Residential Unit until paid in full. Upon a transfer of title to a Parcel or Residential Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Service Area Assessments on the same basis as during the last year for which an assessment was made, if any, until a new budget becomes effective and a new assessment is levied pursuant thereto. Any such budget may include as an expense item any shortfall in amounts previously collected.

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Parcel or Residential Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Parcel or Residential Unit.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Parcel or Residential Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Parcel or Residential Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

7.7 Authority to Require Collection of Assessments by Additional Associations.

Upon written notice from the Board to any Additional Association, all Base Assessments, Service Area Assessments, and Special Assessments due to the Association (collectively, "Assessments") shall be billed to and collected from each Additional Association. The amount of the Assessments due from each Additional Association to the Association shall be the total Assessments due from all of its members as determined in Sections 7.1(b), 7.1(c) and 7.2. Each Additional Association shall be responsible for the collection of the Assessments from its members and each Additional Association shall be liable to the Association for timely payment of the Assessments to the Association regardless of whether such Additional Association has collected such Assessments from its members. The Association shall have the right to any legal remedy including, without limitation, injunctive or other equitable relief to compel payment of any Assessments by the Additional Associations. Nothing herein shall be deemed a waiver by the Association of its independent rights of collection and lien against each Owner as provided in this Declaration.

7.8 Exempt Property

Notwithstanding anything to the contrary contained in this Declaration, the following property shall be exempt from payment of Base Assessments, Service Area Assessments, and Special Assessments, and no such Assessments shall be levied against the following property:

- a. All Common Area and such portions of the property owned by Declarant as are included in the Areas of Common Responsibility;
- b. Any property dedicated to and accepted by any governmental authority, including NPBCID or public utility (other than the County Parcel);
- c. Property owned by any Additional Association for the common use and enjoyment of its members, or owned by the members of an Additional Association as tenants-in-common;
- d. The Retail Parcel;
- e. The Apartment Parcel; and
- f. The FPL Parcel.

In addition, Declarant and/or the Association shall have the right, but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section 501(c) of the Internal

Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(c).

This Section 7.8 shall not be amended without the consent of the party that will be affected by such amendment (i.e., the governmental authority, Declarant, the Additional Association or the Parcel Owner, as applicable).

County Parcel.

Notwithstanding anything in this Article VII to the contrary, pursuant to the laws of the State of Florida, the County Parcel is immune and exempt from the lien and foreclosure rights set forth in this Article VII while owned by County and County shall not be deemed to have waived such immunity and exemption rights, nor be estopped from asserting such rights due to County's joinder to this Declaration. Neither Declarant nor Association shall be entitled to exercise lien and foreclosure rights against the County Parcel while such parcel is owned by County. County shall, however, be liable for assessments and Declarant and Association shall be entitled to pursue collection of unpaid assessments by other legally available means, including, without limitation, mandamus or other suit for collection of any unpaid assessments.

PART FOUR: COMMUNITY DEVELOPMENT

The Declaration reserves various rights to the Declarant, as the developer of Alton, in order to facilitate the smooth and orderly development of the community and to accommodate changes in the master plan for such development which inevitably will occur as the community grows and matures.

Article VIII Expansion of the Community

8.1 Expansion by Declarant.

Declarant may from time to time expand Alton to include additional property by Recording a Supplemental Declaration describing the additional property and stating the intent to subject it to the provisions of this Declaration. A Supplemental Declaration Recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant. A Supplemental Declaration may assign Parcels or Residential Units to an existing Service Area or establish a new Service Area pursuant to Section 6.3.

Declarant's right to expand Alton pursuant to this Section shall expire twenty (20) years after this Declaration is recorded. Until then, Declarant may transfer or assign this right to any Person who is the developer of a portion of Alton. Any such transfer shall be memorialized in a written, recorded instrument executed by Declarant.

Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration in any manner whatsoever.

8.2 Expansion by the Association.

The Association may also expand Alton to include additional property by Recording a Supplemental Declaration describing the additional property and the intent to subject it to the provisions of this Declaration. Any such Supplemental Declaration shall require the affirmative vote of Voting Members representing more than 50% of the Class "A" votes represented at a meeting duly called for such purpose and the consent of the owner of the additional property. In addition, so long as Declarant or

a Declarant Affiliate owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 8.1, Declarant's consent shall be necessary. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the additional property, and by Declarant, if Declarant's consent is necessary.

8.3 Additional Covenants and Easements.

Declarant may subject any portion of Alton to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Service Area Assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

8.4 Effect of Filing Supplemental Declaration.

A Supplemental Declaration shall be effective upon Recording unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

Article IX Additional Rights Reserved to Declarant

9.1 Withdrawal of Property.

So long as Declarant has a right to expand Alton pursuant to Section 8.1, Declarant reserves the right to amend this Declaration for the purpose of withdrawing from the coverage of this Declaration any portion of Alton which has not yet been improved with structures, provided such withdrawal does not reduce the total number of Parcels or Residential Units then subject to the Declaration by more than 10%. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Association shall consent to such withdrawal.

9.2 Right to Approve Changes in Alton Community Restrictions.

So long as Declarant or a Declarant Affiliate owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 8.1, no amendment to or modification of the Community Restrictions shall be effective without prior notice to and the written approval of Declarant.

9.3 Development and Sales Activities.

Until the Recording by Declarant of a written statement that all sales activity has ceased or forty (40) years from the date this Declaration is recorded, whichever is earlier:

a. Declarant and Builders authorized by Declarant may construct and maintain upon portions of the Common Area such facilities and activities as Declarant, in its sole opinion, may be

reasonably required, convenient, or incidental to the construction or sale of Parcels or Residential Units, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and authorized Builders shall have easements for access to and use of such facilities at no charge.

b. Declarant and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

9.4 Control of and Changes in Development Plan.

a. Every Person that acquires any interest in Alton acknowledges that Alton is a master planned community, the development of which is likely to extend over many years, and that changes in the Master Plan will likely occur as the development of Alton proceeds. Each such Person therefore agrees not to protest, challenge or otherwise object to changes made or proposed by Declarant in the development plan or in the uses or density of property beyond the boundaries of that shown on the Recorded subdivision plat applicable to the Parcel or Residential Unit in which such Person holds an interest.

b. No Person shall Record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of Alton without Declarant's review and written consent. Any attempted Recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed and Recorded by Declarant.

c. The rights and limitations set forth in this Section 9.4 shall continue in effect until the Recording by Declarant of a written statement that all sales activity has ceased or forty (40) years from the date this Declaration is Recorded, whichever is earlier.

9.5 Exclusive Rights To Use Name of Development.

Declarant, for itself, its successors, and assigns, hereby reserves sole and exclusive rights in and to the name "Alton" and no Person shall use the name "Alton" or any derivative of such names in any printed or promotional material without Declarant's prior written consent. However, Owners may use the name "Alton" in printed or promotional matter where such term is used solely to specify that particular property is located within Alton or is a part of Alton development and the Association shall be entitled to use the word "Alton" in its name.

9.6 Right to Transfer or Assign Declarant Rights.

Any or all of Declarant's special rights and obligations set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed and Recorded by Declarant. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise.

9.7 Right to Notice of Design or Construction Claims.

No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within Alton in connection with or in anticipation of any potential or pending claim, demand or litigation involving such design or construction unless Declarant and any builder involved in the design or construction have been first notified in writing and given an opportunity to meet with the owner of the property to discuss such Person's concerns and conduct their own inspection pursuant to the rights reserved in Section 10.7.

PART FIVE: PROPERTY RIGHTS WITHIN ALTON

The nature of living in a traditional community development, with various areas intended for shared use and the proximity of various land uses to one another, requires the creation of special property rights and provisions to address the relationships between various parcels of property and the rights and responsibilities of Owners and the Association.

Article X Easements

10.1 Easements in Common Area.

Declarant grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- a. The Governing Documents and any other applicable covenants;
- b. Any restrictions or limitations contained in any deed conveying such property to the Association;
- c. The Board's right to:
 - i. adopt rules regulating use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
 - ii. suspend the right of an Owner to use recreational facilities within the Common Area (A) for any period during which any charge against such Owner's Parcel or Residential Unit remains delinquent, and (B) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation, of the Governing Documents after notice and a hearing pursuant to the By-Laws;
 - iii. dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;
 - iv. impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;
 - v. permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board and designate other areas and facilities within the Areas of Common Responsibility as open for the use and enjoyment of the public; and

vi. mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

d. The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Limited Common Areas," as described in Article XI.

The Owner of a Residential Unit who resides in the Residential Unit may extend his or her right of use and enjoyment of the Common Area to the other members of his or her household and to guests, subject to reasonable Board regulation. If the Owner of a Residential Unit does not reside in the Residential Unit, the Owner shall be deemed to have assigned all of the Owner's rights to use and enjoy the recreational facilities within the Common Area to the occupants of the Residential Unit, who may extend the privilege of use and enjoyment to their guests, subject to reasonable Board regulation.

The Parcel Owner may extend the Parcel Owner's right of use and enjoyment of the Common Area to such Parcel Owner's employees whose regular place of work is the Parcel and to the Parcel Owner's business invitees, to the extent necessary to conduct business at the Parcel, all subject to reasonable Board regulation.

10.2 Easements of Encroachment.

Declarant grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Parcel or Residential Unit and any adjacent Common Area and between adjacent Residential Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

10.3 Easements for Utilities, Development, Etc.

a. Installation and Maintenance. Declarant reserves for itself, so long as Declarant owns any property described in Exhibit "A" of this Declaration, and grants to the Association and all governmental and utility providers, perpetual non-exclusive easements throughout Alton (but not through a structure) to the extent reasonably necessary for the purpose of:

i. installing utilities and infrastructure to serve Alton, cable and other systems for sending and receiving data and/or other electronic signals, security and similar systems, walkways, pathways and trails, stormwater drainage systems, landscaping, irrigation systems, sanitary sewer systems, street lights and signage on property which Declarant or a Declarant Affiliate owns or within public rights-of-way or easements reserved for such purpose on Recorded plats;

ii. inspecting, maintaining, repairing and replacing the utilities, infrastructure and other improvements described in Section 10.3(a)(i); and

iii. access to read utility meters.

iv. development, construction, marketing and customer service operations in a customary and reasonable fashion including the maintenance of construction and supply vehicles, staff and activities associated with development and construction, marketing and customer service operations (including the placement of signs on Alton) and the right to provide for storage and materials.

b. Right to Grant Specific Easements. Declarant also reserves for itself the non-exclusive right and power to grant and Record such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described in Exhibit "A". The Owner of any property to be burdened by any easement granted pursuant to this subsection (b) shall be given written notice in advance of the grant. The location of the easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed or conditioned.

c. Minimal Interference. All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Residential Unit, nor shall it unreasonably interfere with the use of any Residential Unit and, except in an emergency, entry onto any Residential Unit shall be made only after reasonable notice to the Owner or occupant.

10.4 Easements to Serve Additional Property.

Declarant hereby reserves for itself and its duly authorized agents, successors, assigns, and mortgagees, a perpetual, nonexclusive easement over the Common Area for the purposes of enjoyment, use, access, and development of any additional property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing any and all utilities on such property.

Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of their respective actions in connection with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefiting from such easement is not made subject to this Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such property.

10.5 Easements for Maintenance, Emergency and Enforcement.

Declarant grants to the Association easements over Alton as necessary to enable the Association to fulfill its maintenance responsibilities under Section 6.2. The Association shall also have the right, but not the obligation, to enter upon any Parcel or Residential Unit for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

10.6 Easements for Lake and Pond Maintenance and Flood Water.

Subject to the rights of NPBCID where applicable, Declarant reserves for itself, the Association, and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Areas of Common Responsibility to (a) install, operate, maintain, and replace pumps to supply irrigation water to the Areas of Common Responsibility; (b) construct, improve, maintain, and repair structures and equipment used for retaining or

draining water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard. Declarant, the Association, and their successors, assigns and designees shall have an access easement over and across any of Alton abutting or containing bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area Parcels and Residential Units (but not the dwellings thereon) adjacent to or within fifty (50) feet of bodies of water and wetlands within Alton, in order to (a) temporarily flood and back water upon and maintain water over such portions of Alton; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Areas of Common Responsibility; and (c) maintain and landscape the slopes and banks pertaining to such areas. All Persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural occurrences.

10.7 Easement to Inspect and Right to Correct.

Except for NPBCID facilities or property and the FPL Parcel, Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, improvement or condition which may exist on any portion of the property within Alton, including Parcels and Residential Units, and a perpetual, nonexclusive easement of access throughout Alton to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Parcel or Residential Unit shall be only after reasonable notice to the Owner and no entry into a dwelling shall be permitted without the consent of the Owner. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage resulting from such exercise.

10.8 Easement for Maintenance by the Parcel Owners and Additional Associations.

Declarant grants to Parcel Owners and the Additional Associations who have entered into a Maintenance Delegation Agreement easements over Alton as necessary to enable the Parcel Owner or Additional Association to perform its maintenance obligations thereunder. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage resulting from such exercise.

10.9 Easement for Maintenance by the Owners.

Declarant grants to the Owners easements that are reasonably required to enable the Owners to perform their maintenance obligations under Section 4.4, if any. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage resulting from such exercise.

10.10 Easements and Agreements by the Association.

Declarant reserves for itself and the Association the non-exclusive right and power to grant and Record specific easements to specific Owners and to enter into certain Maintenance Delegation Agreement with respect to certain Buffers as shown on the Master Plan and any plats filed for Alton as may be necessary for the development of Parcels and Residential Units within Alton. However, the Association shall reserve an easement under Section 10.7 to inspect and correct any maintenance deficiencies within any Buffers by such Persons.

Article XI Limited Common Areas

11.1 Purpose.

Certain portions of the Common Area may be designated as Limited Common Area and reserved for the exclusive use or primary benefit of Owners and occupants within a particular Service Area or Service Areas. By way of illustration and not limitation, Limited Common Areas may include entry features, recreational facilities, landscaped medians, turnabouts and closes, lakes and other portions of the Common Area within a particular Service Area or Service Areas. All costs associated with maintenance, repair, replacement, and insurance of a Limited Common Area shall be a Service Area Expense allocated among the Owners in the Service Area(s) to which the Limited Common Areas are assigned.

11.2 Designation.

Initially, any Limited Common Area shall be designated as such in the deed conveying such area to the Association or on the subdivision plat relating to such Common Area; provided, however, any such assignment shall not preclude Declarant from later assigning use of the same Limited Common Area to additional Parcels, Residential Units and/or Service Areas, so long as Declarant has a right to subject additional property to this Declaration pursuant to Section 8.1.

Thereafter, a portion of the Common Area may be assigned as Limited Common Area upon approval of the Board and the vote of Voting Members representing a majority of the total Class "A" votes in the Association. Limited Common Area may be reassigned upon approval of the Owners of those Parcels or Residential Units to which the Limited Common Area is assigned and the approval of the Owners of those Parcels or Residential Units to which it is to be reassigned. As long as Declarant or any Declarant Affiliate owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Sections 8.1 or 8.2, any such assignment or reassignment shall also require Declarant's written consent.

11.3 Use by Others.

Upon approval of a majority of Owners of Parcels or Residential Units within the Service Area to which any Limited Common Area is assigned, the Association may permit Owners of Parcels or Residential Units in other Service Areas to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Service Area Expenses attributable to such Limited Common Area.

Article XII Party Walls and Other Shared Structures

12.1 General Rules of Law to Apply.

Each wall, fence, driveway or similar structure built as a part of the original construction on adjacent Parcels which serves and/or separates any two adjoining Parcels shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Any dispute arising concerning a party structure shall be handled in accordance with the provisions of Article XIII.

12.2 Maintenance; Damage and Destruction.

The cost of reasonable repair and maintenance of a party structure shall be shared equally by the adjacent Parcel Owners who make use of the party structure. However, in the case of a Residential Parcel, the Additional Association formed to govern such Residential Parcel shall be deemed a "Parcel Owner" for purposes of this Section.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Parcel Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

The right of any Parcel Owner to contribution from any other Parcel Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

The success of Alton as a community in which neighbors care about one another and work together for the good of the entire community requires good faith efforts to resolve disputes amicably, acknowledgment of Alton's role in and relationship to the larger community, and protection of the rights of others who have an interest in the community.

Article XIII Dispute Resolution and Limitation on Litigation

13.1 Agreement to Encourage Resolution of Disputes Without Litigation.

a. All election disputes and recall disputes shall be resolved in accordance with the requirements of Section 720.311(1), Florida Statutes.

b. Declarant, the Association and its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving Alton without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (c), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 13.2 in a good faith effort to resolve such Claim.

c. As used in this Article, the term "Claim" shall refer to any claim, grievance or dispute arising out of or relating to any matter other than those set forth in Section 13.1(a), except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 13.2:

i. any suit by the Association to collect Assessments or other amounts due from any Owner;

ii. any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Part Two of this Declaration;

iii. any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

iv. any suit in which any indispensable party is not a Bound Party; and

v. any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 13.2(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

13.2 Dispute Resolution Procedures.

a. Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

- i. the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;
- ii. the legal basis of the Claim (i.e., the specific authority out of which the Claim arises)
- iii. the Claimant's proposed resolution or remedy; and
- iv. the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

b. Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

c. Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in Section 13.2(a) (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Palm Beach County area. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all fees charged by the mediator.

d. Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

13.3 Initiation of Litigation by Association.

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Voting Members entitled to cast 75% of the total Class "A" votes in the Association, respectively, except that no such approval shall be required for actions or proceedings:

- a. initiated during the Class "B" Control Period;
- b. initiated to enforce the provisions of this Declaration, including collection of assessments and foreclosure of liens;
- c. initiated to challenge ad valorem taxation or condemnation proceedings;
- d. initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- e. to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

Article XIV Private Amenities

Various properties within, adjacent to, or in the vicinity of Alton may be privately owned by Persons other than the Association ("Private Amenities") and may be made available for use by the public, as determined by the owner of such Private Amenity in such owner's sole discretion. Some or a portion of any of the Private Amenities may also be made available for use by Owners and others for recreational purposes, pursuant to an agreement with the Association or otherwise. Access to and use of any Private Amenity is strictly subject to the rules and procedures of the owner of such Private Amenity, and except as may otherwise be set forth in a written agreement between the Association and the owner of the Private Amenity, no Person gains any right to enter or to use any Private Amenity solely by virtue of membership in the Association or ownership or occupancy of a Parcel or Residential Unit.

All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant, the Association, any Builder, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership, operation or availability of any Private Amenity. No purported representation or warranty in such regard, written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenity.

Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined by their respective owners. Such owners shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities and to terminate use rights altogether. No consent of the Association, any Additional Association, the Voting Members, or any Owner shall be required to effectuate any change in ownership, operation or terms of access to any Private Amenity.

Article XV Mortgage Provisions

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Parcels or Residential Units in Alton. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

15.1 Notices of Action.

An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Parcel or Residential Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of Alton or which affects any Parcel or Residential Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

b. Any delinquency in the payment of assessments or charges owed by a Parcel or Residential Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of ninety (90) days, or any other violation of the Governing Documents relating to such Parcel or Residential Unit or the Owner or Occupant which is not cured within ninety (90) days; or

c. Any proposed action which would require the consent of a specified percentage of Eligible Holders.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

15.2 No Priority.

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Parcel or Residential Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

15.3 Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Parcel or Residential Unit.

15.4 Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

15.5 Construction of Article XV.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the By-Laws, or Florida law for any of the acts set out in this Article.

PART SEVEN: CHANGES IN THE COMMUNITY

Communities such as Alton are dynamic and constantly evolving as circumstances, technology, needs and desires, and laws change, as the residents' age and other demographics change over time, and as the surrounding community changes. Alton and its Governing Documents must be able to adapt to these changes while protecting the things that make Alton unique.

Article XVI Changes in Ownership of Parcels or Residential Units

Any Owner desiring to sell or otherwise transfer title to his or her Parcel or Residential Unit shall provide written notice to the Association within seven (7) days after any sale or other transfer of a Parcel providing the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. However, the Association does not have any approval rights with respect to any transfer.

Article XVII Changes in Common Area

17.1 Condemnation.

If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Voting Members representing at least 67% of the total Class "A" votes in the Association and of Declarant, as long as Declarant or any Declarant Affiliate owns any property subject to the Declaration or which may be made subject to the Declaration in accordance with Section 8.1) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking Declarant, so long as Declarant or a Declarant Affiliate owns any property subject to the Declaration or which may be made subject to the Declaration in accordance with Section 8.1, and Voting Members representing at least 75% of the total Class "A" votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 6.4(c) regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

17.2 Partition.

Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action for the partition of any portion of the Common Area without the written consent of all Owners. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

17.3 Transfer or Dedication of Common Area.

The Association may dedicate portions of the Common Area to Palm Beach County, Florida, the City of Palm Beach Gardens, or to any other local, state, or federal governmental or quasi-governmental entity or to any organization which is tax-exempt under the provisions of Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code.

Article XVIII Amendment of Declaration

18.1 By Declarant.

In addition to specific amendment rights granted elsewhere in this Declaration, prior to the expiration of the Class "B" Control Period, Declarant shall have the unilateral right to amend this Declaration as it deems appropriate, without joinder or consent of any person or entity whatsoever, except that Declarant shall obtain the consent of Declarant's Mortgage and except as provided below in this Section 18.1. Notwithstanding the foregoing, no amendments to this Declaration shall modify the rights of either NPBCID or the SFWMD under the terms of this Declaration or any exhibit attached hereto, including, without limitation, Article XIX of this Declaration without the written consent of NPBCID and/or SFWMD, as applicable. With the exception of amendments to exhibits referenced in the preceding sentence, all exhibits may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

18.2 By Members.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing at least 75% of the total Class "A" votes in the Association and the consent of Declarant and Declarant's Mortgagee, so long as Declarant or a Declarant Affiliate owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Section 8.1. In addition, the approval requirements set forth in Article XV shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause; so long as the Board does not deem such amendment a "material change". If the Board deems an amendment a "material change", then the percentage of votes necessary to amend such specific clause shall require the affirmative vote of Voting Members representing at least 75% of the total Class "A" votes in the Association.

18.3 Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of the Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

18.4: Parcel Owner and Private Amenity Approval Rights to Amendments.

No amendment of this Declaration which would materially and adversely affect any Parcel shall occur unless first agreed to in writing by the owner of the applicable Parcel and any Mortgagee of such Parcel. No amendment of this Declaration which would interfere with the use or operation of any Private Amenity shall occur unless first agreed to in writing by the owner of the Private Amenity.

18.5 The County Parcel.

Notwithstanding anything to the contrary in this Article XVIII, no amendments to this Declaration shall modify the rights of the County or impose any additional obligations on the County or the County Parcel without the written consent of the County.

PART EIGHT: NPBCID AND THE SURFACE WATER MANAGEMENT SYSTEM

The affairs and governance of Alton is subject to the jurisdiction of various governmental bodies that include without limitation the Northern Palm Beach County Improvement District and the South Florida Water Management District. These entities have various requirements that will affect and impose duties and responsibilities upon each of the Owners as well as the Association.

Article XIX NPBCID and SFWMD

NPBCID is an independent special district of the State of Florida and may be involved in the implementation and maintenance of various public benefits and improvements to the property located within Alton, all of which is located within NPBCID's Units of Development No. 2C. Alton is also subject to the conceptual surface water management plan as approved by the SFWMD, pursuant to the terms of the SFWMD Permit.

19.1 Non-Ad Valorem Assessments.

All individuals or entities owing or purchasing Parcels or Residential Units within Alton and any additional property legally established of which Alton is a part will be obligated and responsible for paying such debt or operation/maintenance non-ad valorem assessments that have or may be assessed and levied annually by NPBCID upon the Owner's real property. These non-ad valorem assessments are in addition to county, city and all other taxes and assessments provided by law and will appear on each

Owner's annual Unified Real Property Tax Bill that is issued and collected by the Tax Collector of Palm Beach County, Florida.

19.2 Maintenance of NPBCID Improvements.

NPBCID may install, construct, operate and maintain certain road, drainage, utility, landscaping and infrastructure improvements pursuant to the NPBCID Plan of Improvements for the benefit of Alton. All NPBCID improvements will be maintained by NPBCID unless and until (i) NPBCID conveys certain road improvements to the City (upon which the City shall accept and maintain such road improvements), or (ii) the Association enters into a High Level Maintenance Agreement with NPBCID whereby the Association contractually agrees to maintain all or part of such improvements, pursuant to the terms of such High Level Maintenance Agreement. To the extent that NPBCID maintains such improvements, all individuals or entities owning or purchasing Parcels or Residential Units within Alton will pay for such operation/maintenance expenses through NPBCID non-ad valorem assessments. In the event the Association contracts to maintain such NPBCID improvements, then such maintenance expenses will be paid by the Owners through their Base Assessments due the Association.

19.3 Surface Water Management Systems.

Alton is subject to a conceptual surface water management plan which has been or will be approved by the SFWMD. The Surface Water Management System for Alton is authorized pursuant to the SFWMD Permit. Various real property interests have or will be conveyed to NPBCID for roads, stormwater retention, drainage, Conservation Areas and Buffers. The entire Surface Water Management System and other NPBCID facilities constructed pursuant to the NPBCID Plan of Improvements shall be maintained by NPBCID unless the Association enters into a High Level Maintenance Agreement with NPBCID to maintain a portion of the Surface Water Management System and/or such other NPBCID facilities.

The Association may, in turn, delegate certain of its maintenance responsibilities to either a Parcel Owner or an Additional Association pursuant to a Maintenance Delegation Agreement. If the Association enters into a Maintenance Delegation Agreement and the Parcel Owner or Additional Association, as the case may be, does not properly maintain that portion of the Surface Water Management System for which it has assumed such obligation, the Association shall correct the maintenance problem and assess the applicable Additional Association or Parcel Owner for the cost thereof pursuant to Sections 6.5 and 7.3 of this Declaration.

The Surface Water Management System shall be maintained in compliance with the SFWMD Permit and the rules and regulations promulgated by the SFWMD and NPBCID. The conceptual surface water management plans cover surface water drainage throughout Alton, including but not limited to regular and storm drainage on dedicated streets and other rights of way, lake drainage, and such other requirements as may be imposed by the SFWMD and NPBCID. In the event the Association contracts with NPBCID for the maintenance of any portion of the Surface Water Management System, then the Association: (a) shall apply for and obtain such permits and licenses as may be required by the SFWMD for Alton, (b) at the Association's expense, provide Declarant, SFWMD and NPBCID with any and all plans and specifications, surveys, descriptive maps, and other documentation required for the maintenance of surface water as contemplated by this Section and shall give and grant to Declarant, owners of land adjacent to Alton, the County, SFWMD, and NPBCID, any and all easements and rights of way required to effect real property surface water management, and (c) after the original development of Alton by NPBCID and Declarant, they shall cause all physical earth moving, landscaping, sloping, grading and other work required to be done within Alton in connection with the maintenance of the Surface Water Management System to be done at the cost and expense of the Association unless such

obligation is assumed by a Additional Association. If the apportionment of such work between the Association and the Additional Association, as applicable, cannot be agreed to by the parties involved, such apportionment shall be determined by arbitration as defined in Florida Arbitration Code (Florida Statute 1998, Chapter 683), but may be collected through the non-ad valorem assessments. This portion of this Section shall be deemed an arbitration agreement as defined in Florida Statute 682.02. The Association shall have no authority to reconfigure or modify any aspect of the Surface Water Management System titled in or dedicated to NPBCID except with the prior written permit and consent issued by NPBCID.

19.4 No Easements Over NPBCID Land.

No easements in, upon, over, under or across any water body, drainage system or tract of land dedicated to, owned by, or subject to an easement in favor of NPBCID shall be granted, rather the party desiring such easement rights must apply for and obtain permits from NPBCID for any such rights.

19.5 NPBCID Land Not Subject to Assessments.

Notwithstanding anything to the contrary herein, NPBCID and all of NPBCID's interest in land within Alton shall be exempt from all annual assessments, special assessments, extraordinary special assessments and fines that may be levied by the Association or any Additional Association. The Association and Additional Associations are prohibited from filing or attempting to execute upon any claim of lien as to a property interest owned by NPBCID within Alton and any such recording in the public records shall be deemed null and void ab initio.

19.6 Lakes, Ponds, Retention Areas and Water Bodies.

No swimming, operation of any boats or other recreational uses shall be permitted in or on any of the lakes, ponds, retention areas or other water bodies which are dedicated or deeded to NPBCID or over which NPBCID has an easement, unless previously permitted in writing by NPBCID. No removal of water nor discharge of any materials or water, nor removal or interference with aquatic vegetation or alteration of banks or shoreline of any lake, pond, canal or retention area dedicated or deeded to NPBCID or to which NPBCID has an easement is permitted, unless previously approved in writing by NPBCID. Notwithstanding the preceding sentence, where a permit, interlocal agreement or other agreement is in existence from or with NPBCID and any other entity that has the right to charge for withdrawal for irrigation, no other approval shall be required for the removal of water in accordance with the overall IQ water irrigation system for Alton if such IQ water irrigation system has been approved in writing by NPBCID and the entity having the right to charge for such removal. The canal and lake levels are subject to fluctuation based on, among other things, the amount of rainfall occurring over time and the well water withdrawal by the City, or the utility company having jurisdiction, from the wells located within and adjacent to Alton.

19.7 NPBCID and SFWMD Approval Rights to Amendments.

No amendment of this Declaration which would amend this Article XIX or otherwise materially affect NPBCID's property interest or improvements located within Alton shall occur unless first agreed to in writing by NPBCID. Similarly, no amendment of this Declaration which would change the Surface Water Management System or any part thereof located within Alton shall occur unless agreed to in writing by NPBCID and the SFWMD.

19.8 Use Restrictions.

Except as to governmental ownership and usage, the Association shall enforce the use restrictions of the Surface Water Management System. Activities prohibited within the Surface Water Management System shall include but not be limited to:

- a. digging or excavations;
- b. depositing fill, debris, or any other material or item;
- c. constructing or altering any water control structure; or
- d. any other construction that would modify the Surface Water Management System.

19.9 Enforcement by SFWMD.

SFWMD shall have the primary right to enforce, by a proceeding at law or in equity, the provisions contained in this Article XIX and take enforcement measures including a civil action for injunction and/or penalties against the Association to compel the Association to correct any outstanding problems with the Surface Water Management System.

19.10 Maintenance and Monitoring.

Subject to the rights and obligations of NPBCID, the Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the SFWMD, including but not limited to complying with the "best management practices" prevailing in the area and as otherwise required by the District. Any repair or reconstruction of the Surface Water Management System shall be as permitted or if modified, as approved by the District and NPBCID.

In the event the Association, an Additional Association or NPBCID, as the case may be, does not maintain, operate or repair the Surface Water Management System in accordance with the requirements of the SFWMD Permit because the SFWMD Permit in the future is bifurcated or because portions of Alton are no longer subject to this Declaration, the Association and NPBCID, shall become jointly responsible for the operation, maintenance and repair of the Surface Water Management System for Alton in accordance with the rules and regulations promulgated by the SFWMD from time to time. Any repair or reconstruction of the Surface Water Management System by the Association shall be as permitted or if modified, as approved by the SFWMD.

19.11 Prohibition of Wetland Alteration.

THE CONSERVATION AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF NPBCID OR THE ASSOCIATION, AS PROVIDED HEREIN, AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL;

DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE; FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

19.12 Covenant for Maintenance Assessment for Association.

Assessments may be used for the maintenance and repair of the Surface Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.

19.13 Conservation Areas.

Portions of Alton shall contain Conservation Areas, as required by the SFWMD, and as more particularly identified on the Master Plan, and as shown on any future plats or conservation easements recorded in Alton. NPBCID will own, operate and maintain the Conservation Areas. The Conservation Areas for which NPBCID retains ownership shall be maintained by NPBCID unless the Association contracts with NPBCID for the Association to maintain all or part of such Conservation Areas. In the event NPBCID maintains the Conservation Areas, all individuals or entities owning or purchasing Parcels or Residential Units within Alton will pay for such operation/maintenance expenses through NPBCID non-ad valorem assessments. In the event the Association contracts to maintain such Conservation Areas, then such maintenance expenses will be paid by the Owner through their Base Assessments due the Association. All Owners are notified that portions of the Parcels or Residential Units may contain or lie adjacent to Conservation Areas and each Owner shall comply with all use restrictions created herein or pursuant to any conservation easements created for the Conservation Areas. NPBCID is charged with the duty of perpetually maintaining all Conservation Areas in accordance with the use restrictions as set forth in Section 19.8 hereof as well as the requirements contained in the SFWMD Permit pertaining to Alton and any subsequent conservation easements created. NPBCID is further charged with the duty to perpetually maintain all markers and signage required by the SFWMD Permit governing Alton and the NPBCID and the Association shall have a perpetual right and easement over the entire area of Alton to maintain the Conservation Areas, and all markers and signs pertaining thereto.

19.14 Lake Banks. The Association may enter into High Level Maintenance Agreements with NPBCID agreeing to sod, plant and maintain the lake banks of certain lakes or stormwater retention areas. The Association may delegate this responsibility to an Additional Association or Parcel Owners located adjacent to such lakes or retention areas pursuant to a Maintenance Delegation Agreement, and pursuant to Section 4.3 of this Declaration.

19.15 Notice Regarding NPBCID.

THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT IMPOSES ASSESSMENTS ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE ASSESSMENTS ARE IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

PART NINE: EXHIBITS

Article XX EXHIBITS

20.1 Exhibits.

The following Exhibits "A" - "G" are attached to this Declaration and are incorporated by this reference and amendment of such exhibits shall be governed by this Article:

Exhibit "A" - Alton Legal Description
Exhibit "B" - Articles of Incorporation
Exhibit "C" - Bylaws

Exhibit "D" - Formula for Determining Assessments and Voting Rights
Exhibit "E" - Community Restrictions
Exhibit "F" - Master Plan
Exhibit "G" - SFWMD Permit

SIGNATURE PAGE OF DECLARANT
TO
MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR ALTON

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of January 21, 2014.

DECLARANT:

KH ALTON LLC, a Florida limited liability company

By: The Kolter Group LLC, a Florida limited liability company, its Manager

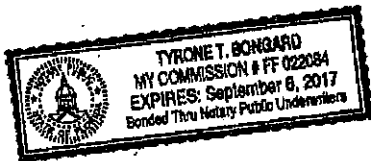
By: John C. Csapo
John C. Csapo, Authorized Signatory

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21st day of January, 2014 by John C. Csapo, as Authorized Signatory of The Kolter Group LLC, a Florida limited liability company, which is Manager of KH ALTON LLC, a Florida limited liability company, on behalf of said companies, and who is personally known to me or [] has produced _____ as identification.

[NOTARIAL SEAL]



Notary: Tyrone T. Bongard
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

CONSENT OF MORTGAGEE
TO
MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR ALTON

Mortgage, Assignment of Rents and Security Agreement

Regions Bank, an Alabama banking corporation ("Mortgagee"), the holder of that certain of Palm Beach County, Florida (the "Mortgage"), which Mortgage encumbers the real property described in Exhibit "A" to this Declaration to which this consent is attached, does hereby consent to Declarant subjecting the Property described in the Declaration to the provisions of the Declaration and agrees that the Declaration shall be binding upon the present and future owners of the real property covered by the Declaration. Notwithstanding the execution of this Consent of Mortgagee, nothing contained in the Declaration or this Consent shall obligate Mortgagee to release any property from the lien of the Mortgage, and the provisions in the Mortgage with respect to insurance and condemnation proceeds shall prevail over the terms contained in the Declaration.

Dated this 16th day of December, 2013.

IN WITNESS WHEREOF, the undersigned has executed this Consent of Mortgagee effective as of the day and year above written.

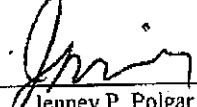
Signed, sealed and delivered in the presence of:


 Print Name: SHERIE F. HEARD

MORTGAGEE:

REGIONS BANK, Alabama banking corporation

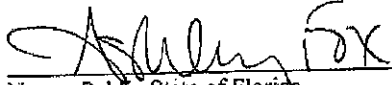

 Print Name: JACK HAZE

By: 
 Jenney P. Polgar
 Vice President

(corporate seal)

STATE OF FLORIDA)
) ss.:
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 16th day of December, 2013, by Jeffrey I. Shulman, as Executive Vice President of Regions Bank, an Alabama banking corporation, on behalf of the corporation. He is [] personally known to me or [] has produced _____ as identification.


 Notary Public-State of Florida

(Notary Seal) Print Name: Ashley Fox



JOINER OF GRANDIFLORA MULTIFAMILY INVESTMENTS LLC, A FLORIDA LIMITED LIABILITY COMPANY
TO
MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR ALTON

Grandiflora Multifamily Investments LLC, a Florida limited liability company, as a Parcel Owner within Alton, does hereby join in and consent to this Declaration and acknowledges that the terms hereof are and shall be binding upon all Parcels in Alton and on Grandiflora Multifamily Investments LLC, a Florida limited liability company, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of January 21, 2014.

GRANDIFLORA MULTIFAMILY INVESTMENTS LLC, a Florida limited liability company

By: The Kolter Group LLC, a Florida limited liability company, its Manager

By: [Signature]
 John C. Csapo, Authorized Signatory

[Signature]
 Print Name: Vera A Russell

[Signature]
 Print Name: Lyrone T. Bongard

STATE OF FLORIDA)
) ss.:
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 21th day of January, 2014 by John C. Csapo, as Authorized Signatory of The Kolter Group LLC, a Florida limited liability company, which is Manager of GRANDIFLORA MULTIFAMILY INVESTMENTS LLC, a Florida limited liability company, on behalf of said companies, and who is personally known to me or [] has produced _____ as identification.

[NOTARIAL SEAL]

Notary: [Signature]
 Print Name: _____
 Notary Public, State of Florida

My commission expires: _____



EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

(KH Alton LLC Parcel)

PHASE I:

A PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE N.01°20'36"E ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 26, A DISTANCE OF 206.73 FEET; THENCE N.88°41'00"W., A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE S.01°20'36"W. ALONG A LINE 100.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 26, A DISTANCE OF 206.72 FEET; THENCE S.01°17'32"W. ALONG A LINE 100.00 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 26, A DISTANCE OF 994.45 FEET; THENCE N.89°11'56"W., A DISTANCE OF 1,024.93 FEET; THENCE N.43°57'12"W., A DISTANCE OF 35.51 FEET; THENCE N.01°17'32"E., A DISTANCE OF 250.96 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,200.00 FEET AND A CENTRAL ANGLE OF 42°54'41"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 898.74 FEET; THENCE N.45°55'42"E., A DISTANCE OF 123.10 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.48°09'10"W., A RADIAL DISTANCE OF 1,323.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°49'53", A DISTANCE OF 19.20 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.48°59'03"E., A RADIAL DISTANCE OF 15.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 10°48'54", A DISTANCE OF 2.83 FEET; THENCE N.45°55'42"E., A DISTANCE OF 149.75 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.46°13'08"W., A RADIAL DISTANCE OF 1,282.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 05°55'13", A DISTANCE OF 132.52 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 79°32'17"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 20.82 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 481.50 FEET AND A CENTRAL ANGLE OF 28°42'55"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 241.32 FEET; THENCE S.88°41'00"E., A DISTANCE OF 685.46 FEET; THENCE S.01°19'00"W., A DISTANCE OF 18.01 FEET; THENCE S.88°41'00"E., A DISTANCE OF 140.10 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING PROPOSED ROADWAY TRACT:

A PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE S.01°17'32"W. ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 26, A DISTANCE OF 993.55 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.01°17'32"W. ALONG SAID EAST LINE, A DISTANCE OF 114.00 FEET; THENCE N.89°11'56"W., A DISTANCE OF 1,135.36 FEET; THENCE S.46°02'48"W., A DISTANCE OF 35.20 FEET; THENCE S.89°13'22"W., A DISTANCE OF 88.82 FEET; THENCE N.00°46'38"W., A DISTANCE OF 34.24 FEET; THENCE N.01°17'32"E., A DISTANCE OF 384.04 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,100.00 FEET AND A CENTRAL ANGLE OF 45°21'46"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 870.90 FEET; THENCE N.44°04'14"W., A DISTANCE OF 563.34 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,200.00 FEET AND A CENTRAL ANGLE OF 44°00'00"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 929.21 FEET; THENCE N.00°04'14"W., A DISTANCE OF 1,295.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD, AS RECORDED IN DEED BOOK 1036, PAGE 478 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.89°55'46"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET; THENCE S.44°55'46"W., A DISTANCE OF 35.36 FEET; THENCE S.00°04'14"E., A DISTANCE OF 1,209.93 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,100.00 FEET AND A CENTRAL ANGLE OF 44°00'00"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 844.74 FEET; THENCE S.44°04'14"E., A DISTANCE OF 531.39 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,200.00 FEET AND A CENTRAL ANGLE OF 45°21'46"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 950.08 FEET; THENCE S.01°17'32"W., A DISTANCE OF 250.96 FEET; THENCE S.43°57'12"E., A DISTANCE OF 35.51 FEET; THENCE S.89°11'56"E., A DISTANCE OF 1,124.93 FEET TO THE POINT OF BEGINNING.

PHASE II:

A PARCEL OF LAND BEING A PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 01°17'32" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 993.55 FEET; THENCE NORTH 89°11'56" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 01°17'32" EAST, A DISTANCE OF 994.45 FEET; THENCE NORTH 1°20'36" EAST, A DISTANCE OF 926.79 FEET; THENCE NORTH 88°39'23" WEST, A DISTANCE OF 1101.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 600 FEET AND A CENTRAL ANGLE OF 45°24'51"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 475.58 FEET TO A POINT OF TANGENCY; THENCE SOUTH 45°55'46" WEST, A DISTANCE OF 155.12 FEET TO THE POINT OF

CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 137.50 FEET AND A CENTRAL ANGLE OF 5°26'33"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 13.06 FEET TO A POINT OF TANGENCY; THENCE SOUTH 40°29'13" WEST, A DISTANCE OF 168.70 FEET; THENCE NORTH 89°05'01" WEST, A DISTANCE OF 2.31 FEET; THENCE SOUTH 44°04'14" EAST, A DISTANCE OF 509.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1220.00 FEET AND A CENTRAL ANGLE OF 2°24'40"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.34 FEET TO A POINT OF NON TANGENCY; THENCE SOUTH 45°55'42" WEST, A DISTANCE OF 20.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 2°27'05" AND A CHORD BEARING OF SOUTH 42°50'41" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.34 FEET TO A POINT OF TANGENCY; THENCE NORTH 44°04'14" WEST, A DISTANCE OF 51.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1100.00 FEET AND A CENTRAL ANGLE OF 33°39'03"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 646.05 FEET TO A POINT OF NON TANGENCY; THENCE NORTH 89°55'46" EAST, A DISTANCE OF 1220.81 FEET; THENCE NORTH 00°04'14" WEST, A DISTANCE OF 481.70 FEET; THENCE NORTH 89°55'46" EAST, A DISTANCE OF 646.35 FEET; THENCE NORTH 37°50'08" EAST, A DISTANCE OF 62.69 FEET; THENCE NORTH 39°15'34" WEST, A DISTANCE OF 63.42 FEET; THENCE NORTH 01°20'36" EAST, A DISTANCE OF 360.39 FEET; THENCE NORTH 89°56'25" EAST, A DISTANCE OF 314.62 FEET; THENCE SOUTH 01°20'36" WEST, A DISTANCE OF 107.45 FEET; THENCE SOUTH 88°39'24" EAST, A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 01°20'36" WEST ALONG SAID EAST LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 1944.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 01°17'32" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1150.55 FEET; THENCE NORTH 89°11'56" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 1°17'32" EAST, A DISTANCE OF 23.00 FEET; THENCE NORTH 89°11'56" WEST, A DISTANCE OF 1026.95 FEET; THENCE SOUTH 46°02'48" WEST, A DISTANCE OF 18.74 FEET; THENCE NORTH 66°19'50" WEST, A DISTANCE OF 21.63 FEET; THENCE SOUTH 89°13'22" WEST, A DISTANCE OF 88.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°13'22" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°46'38" WEST, A DISTANCE OF 34.61 FEET; THENCE NORTH 01°17'32" EAST, A DISTANCE OF 384.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1080.00 FEET AND A CENTRAL ANGLE OF 2°33'49"; THENCE NORTHERLY ALONG

THE ARC OF SAID CURVE, A DISTANCE OF 48.32 FEET TO A POINT OF NON TANGENCY AND A POINT REFERENCED AS POINT "A", SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 584.00 FEET, A CENTRAL ANGLE OF 92°42'04" AND A CHORD BEARING OF NORTH 61°03'21" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 944.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 14°42'19" WEST, A DISTANCE OF 355.16 FEET; THENCE NORTH 45°55'46" EAST, A DISTANCE OF 327.86 FEET; THENCE SOUTH 89°04'14" EAST, A DISTANCE OF 74.14 FEET; THENCE SOUTH 44°04'14" EAST, A DISTANCE OF 331.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1100.00 AND A CENTRAL ANGLE OF 45°21'46"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 870.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°17'32" WEST, A DISTANCE OF 384.04 FEET; THENCE SOUTH 00°46'38" EAST, A DISTANCE OF 34.24 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND BEING A PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 01°17'32" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1150.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°11'56" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 1°17'32" EAST, A DISTANCE OF 23.00 FEET; THENCE NORTH 89°11'56" WEST, A DISTANCE OF 1026.95 FEET; THENCE SOUTH 46°02'48" WEST, A DISTANCE OF 18.74 FEET; THENCE NORTH 66°19'50" WEST, A DISTANCE OF 21.63 FEET; THENCE NORTH 46°02'48" EAST, A DISTANCE OF 35.20 FEET; THENCE SOUTH 89°11'56" EAST, A DISTANCE OF 1135.36 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 01°17'32" WEST ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 43.00 FEET TO THE POINT OF BEGINNING;

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND BEING A PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED REFERENCE POINT "A"; THENCE NORTH 05°29'55" WEST, A DISTANCE OF 159.22 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 429.56 FEET, A CENTRAL ANGLE OF 157°27'03" AND A CHORD BEARING OF NORTH 32°47'45" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1180.44 FEET TO A POINT OF

TANGENCY; THENCE NORTH 45°55'46" EAST, A DISTANCE OF 23.57 FEET; THENCE SOUTH 44°04'14" EAST, A DISTANCE OF 216.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1080.00 FEET AND A CENTRAL ANGLE OF 26°44'18"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 504.01 FEET TO A POINT OF NON TANGENCY; THENCE SOUTH 74°15'38" WEST, A DISTANCE OF 79.58 FEET; THENCE SOUTH 15°44'14" EAST, A DISTANCE OF 104.74 FEET; THENCE NORTH 74°15'38" EAST, A DISTANCE OF 77.41 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1080.00 FEET, A CENTRAL ANGLE OF 2°02'46" AND A CHORD BEARING OF SOUTH 09°43'32" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.57 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

(Grandiflora Multifamily Investments LLC Parcel)

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 01°20'36" WEST ALONG THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 1046.17 FEET; THENCE SOUTH 89°55'46" WEST, A DISTANCE OF 981.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°55'46" WEST, A DISTANCE OF 888.71 FEET; THENCE SOUTH 84°13'08" WEST, A DISTANCE OF 150.75 FEET; THENCE SOUTH 89°55'46" WEST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 44°55'46" WEST, A DISTANCE OF 35.36 FEET; THENCE SOUTH 00°04'14" EAST, A DISTANCE OF 224.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°20'57", A DISTANCE OF 198.69 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 89°55'46" EAST, A DISTANCE OF 1220.81 FEET; THENCE NORTH 00°04'14" WEST, A DISTANCE OF 461.69 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 13.00 ACRES (566,285 SQUARE FEET) MORE OR LESS.

EXHIBIT "B"

Articles of Incorporation for Alton Property Owners Association, Inc.

This is not a certified copy

This is not a certified copy

ARTICLES OF INCORPORATION

OF

ALTON PROPERTY OWNERS ASSOCIATION, INC.

(a FLORIDA CORPORATION NOT FOR PROFIT)

**ARTICLES OF INCORPORATION
OF
ALTON PROPERTY OWNERS ASSOCIATION, INC.**

(a Florida Corporation Not For Profit)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is ALTON PROPERTY OWNERS ASSOCIATION, INC. (the "Association").
2. Principal Office. The initial principal office of the Association is at located at 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 1201 Hays Street, Tallahassee, Florida 32301. The name of the registered agent of the Association is Corporation Services Company.
4. Definitions. A declaration entitled Master Declaration of Covenants, Easements and Restrictions for Alton (as amended and appended and restated from time to time, the "Declaration") has been or will be recorded among the Public Records of Palm Beach County, Florida, and shall govern all of the operations of a community to be known as Alton. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to:
 - 5.1 Provide for the ownership, operation, maintenance and preservation of the Common Areas and improvements thereon.
 - 5.2 Perform the duties delegated to it in the Declaration.
 - 5.3 Administer the interests of the Association and the Owners.
 - 5.4 Promote the health, safety and welfare of the Owners.
6. Not-for-Profit. The Association is a Florida corporation not for profit and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in applicable law and the Declaration, have all powers, privileges, and duties allowed by law and/or which are reasonably necessary to discharge its obligations, including, without limitation, the following:
 - 7.1 To perform all the duties and obligations of the Association as set forth in the Declaration, these Articles of Incorporation, and the By-Laws.
 - 7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles of Incorporation, the By-Laws, and the rules, covenants, conditions, restrictions, regulations, and/or agreements governing or binding the Association.
 - 7.3 To operate and maintain any Areas of Common Responsibility.

7.4 To fix, levy, collect and enforce payment by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles of Incorporation, and the By-Laws.

7.5 To pay all Common Expenses and Association expenses including, without limitation, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of the Association.

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association, except as limited by the Declaration.

7.7 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.8 To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines, subject only to requirements set forth in the Declaration, if any.

7.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purpose.

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Alton, the Areas of Common Responsibility, Parcels and Residential Units as provided in the Declaration, and to effectuate all of the purposes for which the Association is organized.

7.11 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida that, as a homeowners' association, operates a community may, now or hereafter, have or exercise, including all powers under Chapters 617 and 720, Florida Statutes.

7.12 To employ personnel and retain independent contractors to contract for management of the Association, Alton and the Common Areas as provided in the Declaration, and to delegate in such contract all or any part of the powers and duties of the Association.

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and Alton, as provided in the Declaration including, without limitation, telecommunication services, maintenance, garbage pick-up, and utility services. The foregoing rights shall not be deemed to impose any obligation on the Association to provide such services. Neither the Board of Directors of the Association nor any manager or management company hired or retained by the Board shall approve any contract with a contingency payment or payment provisions without the approval of the Members.

7.14 To establish committees and delegate certain of its functions to those committees.

7.15 To enter into agreements and/or contracts with the SFWMD under which the Association shall perform certain maintenance, management and/or other agreed-upon services for the SFWMD.

7.16 To enter into agreements and/or contracts with NPBCID under which the Association may perform certain maintenance, management and/or other agreed-upon services with respect to certain improvements constructed within Alton by NPBCID.

The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services stated in these Articles of Incorporation as the Board shall authorize.

8. Association Lawsuits. The Board shall have no duty to bring suit against any party, and the Board is permitted to apply a rule of reasonableness when determining whether to bring suit against any party.

9. Members' Voting Rights. Each Parcel Owner, Additional Association and Declarant shall be a Member of the Association. The Members shall have the voting rights set forth in the Declaration and the By-Laws.

10. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The current number of directors shall be three (3) Board members and have been appointed as stated in the By-Laws. The election of Directors by Members other than Declarant shall initially be held on the date Declarant no longer has the legal right pursuant to the Declaration to appoint Directors, and thereafter at the Annual Members Meeting. Directors shall be elected for a term expiring on the date of the next Annual Meeting. The names and addresses of the current members of the Board, who shall hold office until their successors are appointed or elected or otherwise removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Rick Covell,	701 S. Olive Avenue Suite 104 West Palm Beach, FL 33401
John Csapo	701 S. Olive Avenue Suite 104 West Palm Beach, FL 33401
James B. Traxinger	701 S. Olive Avenue Suite 104 West Palm Beach, FL 33401

11. Dissolution. In the event of a dissolution of the Association other than incident to a merger or consolidation, any Owner may petition the Circuit Court having jurisdiction over Alton for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association its properties. In addition, if the Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

12. Duration. The Association's existence shall be perpetual.

13. Amendment(s).

13.1 General Restrictions on Amendment(s). Notwithstanding any other provision herein to the contrary, no amendment to these Articles of Incorporation shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded among the Public Records.

13.2 Amendment(s) Prior to and Including the Expiration Date of the Class "B" Control Period. Prior to the expiration of the Class "B" Control Period, Declarant shall have the right to amend these Articles of Incorporation as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section 13.2 is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles of Incorporation prior to the expiration of the Class "B" Control Period, the Association must first obtain Declarant's prior written consent to any proposed amendment. After receiving Declarant's written consent to the proposed amendment, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendment after the expiration of the Class "B" Control Period. After approval of the amendment by the Board, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3 Amendment(s) After the Expiration of the Class "B" Control Period. After the expiration of the Class "B" Control Period, but subject to the general restrictions of amendments set forth above, these Articles of Incorporation may be amended with (i) the approval of two-thirds percent (66-2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person and by proxy) at a duly called meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these Articles of Incorporation may be amended after the expiration of the Class "B" Control Period by a two-thirds percent (66-2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

14. Limitations.

14.1 Declaration is Paramount. No amendment may be made to these Articles of Incorporation which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

14.2 Rights of Declarant. There shall be no amendment to these Articles of Incorporation which shall abridge, reduce, amend, affect or modify the rights of Declarant.

14.3 By-Laws. These Articles of Incorporation shall not be amended in a manner that conflicts with the By-Laws adopted by the Association.

14.4 Amendment. Notwithstanding anything to the contrary herein, no amendment to these Articles of Incorporation shall be made which materially and adversely affects the Members' rights under these Articles without the written approval of seventy-five (75%) of the Members so affected.

15. Officers. The Board shall elect as President, Secretary, Treasurer, and as many Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the current Officers, who shall serve until their successors are elected by the Board are as follows:

Rick Covell	-	President
James B. Traxinger	-	Vice President/Treasurer
John Csapo	-	Secretary

16. Indemnification of Officers and Directors. Membership shall be established effective immediately upon becoming an Owner; provided, however, that such new Member's rights shall not become effective until the new Member presents to the Association a recorded copy of the deed of conveyance or other instrument of title conveying the title to the Parcel or Residential Unit so conveyed, and such membership shall pass with title to the Unit in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Parcel or Residential Unit. Each and every Member shall be entitled to the benefits of membership and shall be bound to abide by the provisions of these Articles of Incorporation, the Declaration and the By-Laws of the Association, as amended from time to time.

17. Transactions in Which Directors or Officers are Interested Parties. No contract or transaction between the Association and any one (1) or more of its Directors and/or Officers or Declarant, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Officers and/or Directors is an officer, director, or employee, or is otherwise affiliated or holds an interest in such entity (whether or not legally recognized), shall be invalid, void or voidable solely for this reason or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officer's or Director's vote is counted for such purpose. No Director or Officer shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors or Officers shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorizes the contract or transaction. Notwithstanding anything to the contrary in this Section 17, no such contract or transaction shall violate Section 720.303(12), Florida Statutes, which, among other things, prohibits the direct receipt by any director, officer or committee member of any homeowners' association of any salary or other compensation for the performance of his or her duties as a director, officer or committee member.

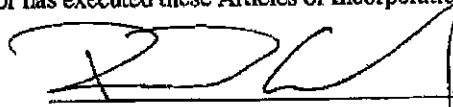
18. Incorporator.

The name and address of the Incorporator is as follows:

Rick Covell
701 S. Olive Avenue
Suite 104
West Palm Beach, FL 33401

19. Severability. Invalidation of any of the provisions of these Articles of Incorporation by judgment or court order shall in no way affect any other provision, and the remainder of these Articles of Incorporation shall thereafter remain in full force and effect.

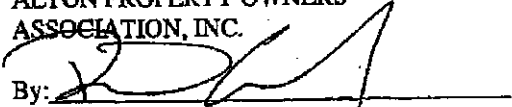
IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation as of the 27th day of January, 2014.


Rick Covell

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

ALTON PROPERTY OWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA HAS NAMED CORPORATION SERVICE COMPANY, WHOSE ADDRESS 1201 HAYS STREET, TALLAHASSEE, FLORIDA 32301, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

ALTON PROPERTY OWNERS ASSOCIATION, INC.

By: 
Rick Covell, President

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

Registered Agent:

Corporation Service Company

By: /s/ Carina Dunlap
Print Name: Carina Dunlap
Title: Asst. Vice President
Dated: January 27, 2014

EXHIBIT "C"

By-Laws for Alton Property Owners Association, Inc.

This is not a certified copy

BY-LAWS
of
ALTON PROPERTY OWNERS ASSOCIATION, INC.
(a Florida corporation not for profit)

ARTICLE I
DEFINITIONS

Section 1. The term "Association" as used herein, shall mean Alton Property Owners Association, Inc., a Florida corporation not for profit, its successors or assigns.

Section 2. All terms which are defined in the MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR ALTON, recorded in the Public Records of Palm Beach County, Florida, and any amendments or supplements thereto (hereinafter referred to as the "Declaration") and the Articles of Incorporation of the Association, shall be used herein with the same meanings as defined in the Declaration or Articles of Incorporation, as the case may be.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 701 S. Olive Avenue, Suite 104, West Palm Beach, FL 33401. Attn: Association President, or at such other place as may be established by resolution of the Board of Directors.

ARTICLE III
MEMBERS' VOTING RIGHTS

Section 1. Voting classification and voting rights shall be as set forth in the Declaration. Every Parcel Owner and Additional Association shall be deemed to have membership in the Association. No Person who holds an interest in a Parcel only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a Parcel. The number of votes allocated to each Parcel or Additional Association and the exercise of the voting rights shall be as set forth in the Declaration.

Section 2. The Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any Person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of voting rights, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any Person the right to exercise voting rights. In addition, the Board may impose additional requirements respecting the exercise of voting rights (e.g., the execution of a voting certificate).

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be managed by a Board of Directors consisting of an odd number with no less than three (3) persons and no more than nine (9) persons. Board members appointed by Declarant need not be Members of the Association. Board of Directors elected by the other Members must be Members of the Association.

Section 2. Declarant shall have the right to appoint the initial Board of Directors and thereafter a majority of the members of the Board of Directors during the Class "B" Control Period.

Section 3. The "Class "B" Control Period" shall mean that period commencing as of the date of these By-Laws and terminating upon the earlier of:

- (a) the date that is three (3) months after ninety percent (90%) of the total Residential Units located in all Residential Parcels contemplated to be constructed within all phases of Alton that will ultimately be operated by a homeowners' association have been conveyed to Persons other than Declarant or any Person who succeeds to the rights and liabilities of Declarant hereunder in a writing;
- (b) upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents;
- (c) upon Declarant filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;
- (d) upon Declarant losing title to Alton through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment;
- (e) upon a receiver for Declarant being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or its Members;
- (f) forty (40) years after the date on which this Declaration is recorded in the public records of Palm Beach County, Florida; or
- (g) when, in its discretion, the Class "B" Member so determines.

Section 4. No Director shall receive compensation for any service rendered as a Director to the Association; provided, however, any Director may be reimbursed for actual expenses incurred as Director.

Section 5. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

Section 6. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that Declarant, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Declarant. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall serve until his successor shall have been elected and/or appointed and qualified.

Section 7. Except to the extent prohibited by law, the Board of Directors shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though at a meeting of the Directors.

ARTICLE V ELECTION OF DIRECTORS;

Section 1. Subject to Article IV, Section 2 above:

- (a) Election to the Board of Directors shall be by written ballot (and not by proxy) as hereinafter provided. At such election, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Election shall be by plurality vote.
- (b) All Members of the association are eligible to serve on the Board of Directors. In the event a Member desires to nominate himself or herself as a candidate for the Board of Directors, such Member shall deliver a written "Intent to Run" to the Association on or before the date that is forty (40) days prior to the annual or special meeting of the Members where the election is to be held. Any Member may also nominate another Member to serve on the Board of Directors by delivery of a written nomination to the Association on or before the date that is forty (40) days prior to the annual or special meeting of the Members where the election is to be held.
- (c) An election is not required unless more candidates are nominated than vacancies exist.
- (d) A Person who is delinquent in the payment of any fee, fine, or other monetary obligation to the association for more than ninety (90) days is not eligible for Board of Directors membership. A person who has been convicted of any felony in this Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for Board of Directors membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board of Directors.
- (e) All elections to the Board of Directors shall be made by written ballot which shall:
 - (i) describe the vacancies to be filled; and

- (ii) set forth the names of those nominated as provided in Section 1(b) above.

Such ballots shall be prepared and mailed by the Secretary to the Members at least twenty-one (21) days in advance of the date set forth therein for the annual or special meeting of the Members called for elections.

Section 2. Each Member shall receive as many ballots as he has votes. Notwithstanding that a Member may be entitled to several votes, he shall exercise on any one (1) ballot only one (1) vote for each vacancy shown thereon. The completed ballots may be returned by mail to the Secretary or filed with the Secretary at the annual or special meeting of the Members. Only those ballots received by the Secretary on or before the date of the meeting shall be counted.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have the power:

- (a) To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of ten percent (10%) of the entire voting membership, as provided in Article X, Section 2 hereof.
- (b) To appoint and remove all Officers, agents and employees of the Association, except those appointed by Declarant; prescribe their duties; fix their compensation, if any; and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.
- (c) To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to the Members in the Declaration.
- (d) In the event that any member of the Board of Directors of the Association (other than a member appointed by Declarant) shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the seat of the absent Director to be vacant.
- (e) To employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services stated in these By-laws as the Board of Directors shall authorize.

Section 2. It shall be the duty of the Board of Directors:

- (a) To cause to be kept minutes of all its acts and corporate affairs.
- (b) To supervise all Officers, agents and employees of the Association.
- (c) To prepare financial reports required by the Florida Statutes.

- (d) To exercise all powers to vote, except where the Declaration, the Articles of Incorporation, or these By-Laws specifically require a vote of the Members.
- (e) To fix the amount of assessments against each Parcel and Residential Unit for each assessment period at least thirty (30) days in advance of the Association's fiscal year or January 1st of each year.
- (f) To prepare a roster of Owners of Residential Units and Parcel Owners and the assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member at reasonable times.
- (g) To issue, or to cause any appropriate Officer (or any authorized agent) to issue, upon demand by any interested person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 3. Until the expiration of the Class "B" Control Period, Declarant shall have and is hereby granted the right to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board of Directors, any committee of the Association, or the vote of the Members. This right may be exercised by Declarant at any time within ten (10) days following a meeting held pursuant to the terms and provisions thereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board or any committee of the Association.

ARTICLE VII **DIRECTORS' MEETING**

Section 1. A regular meeting of the Board of Directors shall be held at least semi-annually. A regular meeting of the Board of Directors shall also be held immediately following the regular annual meeting of the Members. Meetings of the Board shall be open to all Members of the Association.

Section 2. If the day for the regular meeting of the Board of Directors shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any two Directors after not less than three (3) days' notice to each Director.

Section 4. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board of Directors cannot be immediately convened to determine a course of action, the President or, in his absence, any other Officer or Director, shall be authorized to take such action on behalf of the Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditures of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of Officers to act in accordance herewith shall remain in effect until the first to occur

of the resolution of the emergency situation of meeting of the Board of Directors convened to act in response thereto.

Section 5. The transaction of any business at any meeting of the Board of Directors, 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 quorum is present, and if either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

Section 6. A majority of the Board of Directors shall constitute a quorum thereof.

Section 7. The Board of Directors shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes will be cast.

Section 8. Nothing herein shall restrict or prohibit members of the Board of Directors from participation in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

Section 9. Notices of meetings of the Board of Directors shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in the event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statutes. Notices of any meetings of the Board of Directors at which Assessments against Parcels and Residential Units are to be established and/or amendments regarding rules regarding parcel use are to be considered shall be provided not less than fourteen (14) days in advance and shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments and/or amendments regarding rules regarding parcel use shall be considered.

ARTICLE VIII **OFFICERS**

Section 1. The Officers of the Association shall be a President, a Secretary and a Treasurer and such other Officers as may be deemed necessary or appropriate by the Board of Directors. The President shall be a member of the Board of Directors.

Section 2. The Officers shall be chosen by a majority vote of the Board of Directors.

Section 3. All Officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, leases, mortgages, deeds and all other written instruments. The President shall not be the Secretary.

Section 5. The Secretary of the Association shall be the Secretary of the Board of Directors, shall record the votes and keep minutes of all proceedings in a minute book to be kept for that

purpose. He shall sign certificates of membership, if any. He shall keep the official records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members.

Section 6. The Treasurer shall receive and deposit in appropriate bank accounts, insured by the FDIC, 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 conducted within the limits of a budget adopted by the Board. The Treasurer may sign all checks of the Association, provided that such checks shall also be signed by one (1) Director. However, in the event that the Treasurer is unavailable, checks may be signed by any two (2) Directors. The Treasurer shall keep books of account according to generally accepted accounting principles consistently applied and cause an annual audit, review, or compilation, of the Association's books to be made by an auditor, accountant, or a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget, an annual balance sheet statement and an annual statement of operations, and the balance sheet statement and statement of operations shall be presented to the membership at its regular annual meeting.

ARTICLE IX COMMITTEES

Section 1. The Board of Directors may create committees including, but not limited to: (a) Recreation Committee; (b) Maintenance Committee; (c) Finance and Audit Committee and (d) Service Area Committee. Unless otherwise provided herein, each committee shall consist of a Chairman and two (2) or more Members and shall include a member of the Board of Directors. Committee members may be appointed by the Board of Directors to serve at the discretion of the Board. The Board of Directors may create, from time to time, such other committees as it deems desirable. All committees shall perform such functions as the Board in its sole discretion determines is necessary.

Section 2. The Recreation Committee, if created by the Board of Directors, shall advise the Board on all matters pertaining to the recreational program and activities of the Association, and shall perform such other functions as the Board, in its discretion, determines necessary.

Section 3. The Maintenance Committee, if created by the Board of Directors, shall advise the Board on all matters pertaining to the maintenance, repair or improvement of the property of the Association, and shall perform such other functions as the Board, in its discretion, determines necessary.

Section 4. The Finance and Audit Committee, if created by the Board of Directors, shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the Board of Directors at a regular Board of Directors meeting. The Treasurer shall be an ex officio member of the committee.

Section 5. The Service Area Committee, if created by the Board of Directors, shall represent the interests of the Parcel Owners and the Owners of Residential Units within a Service Area.

Section 6. It shall be the duty of each committee, if created, to receive complaints and suggestions from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints and suggestions, as it deems appropriate or refer them to such other committee, Director or Officer of the Association as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held on or before the last day of the fourth month after the fiscal year end of the Association, or as soon as practicable thereafter at a time to be set by the Board of Directors. If the day for the annual meeting of the Members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the Members for any purpose may be called at any time by a majority of the members of the Board of Directors, or upon written request of the Members who have the right to vote ten percent (10%) of all of the votes of the entire membership. The business to be conducted at a special Members meeting shall be limited to the extent required by Florida Statutes.

Section 3. Notice of any meeting of Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally, electronically transmitted or by sending a copy of the notice through the mail, postage prepaid, to his address appearing on the books of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed by him to such address. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Notice of any meeting, regular or special, shall be delivered or mailed at least seven (7) days in advance of the meeting (unless a different length of time is provided for elsewhere in these By-Laws, the Articles of Incorporation or the Declaration) and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve an election governed by Article V hereof, or any action governed by the Articles of Incorporation or by the Declaration, notice of such meeting shall be given or sent as therein provided. The notice shall specify the place, day, and hour of the meeting and, in the case of a special Members meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the annual meeting or a special meeting.

Section 4. Except as set forth in Section 6.3(c)(ii) of the Declaration, the presence at the meeting of Members, or their proxies, entitled to cast thirty percent (30%) of the votes of the entire membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the Declaration, shall require a quorum as therein

provided. If however, a quorum shall not be present at the Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

**ARTICLE XI
PROXIES**

Section 1. At all meetings of Members, each Member may vote in person or by proxy except Members may not vote by proxy for elections to the Board of Directors.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days after the date of the first meeting for which it was given, and every proxy shall automatically terminate upon sale by the Member of his Parcel.

Section 3. A Member shall not be entitled to appoint more than one (1) proxy to attend on the same occasion and an instrument of proxy shall be valid only for the occasion for which it is given and may be in the following form or any other form which the Board of Directors shall approve:

I, _____ being a member in good standing of Alton Property Owners Association, Inc. hereby appoint _____ as my proxy to vote for me and on my behalf at the meeting of Members to be held at _____ (location), on the _____ day of _____, _____ at _____ (time), and any adjournment(s) thereof.

Signed this _____ day of _____.

Signature of Member

_____, as shown on the Plat of _____.

**ARTICLE XII
OBLIGATIONS OF THE ASSOCIATION**

Section 1. The Association must maintain and make available, during reasonable business hours, to inspection by any Member, the books, records and papers of the Association.

Section 2. The Association must supervise all Officers, agents, and employees, and see to it that their duties are properly performed.

Section 3. The Association shall fix and collect the amount of the Assessments against, or due from Members. All assessments and installments thereof not paid when due shall be assessed a late charge as described in the Declaration, commencing from the due date, and costs of collection thereof, and may result in the suspension of a Member's right to use the Common Areas (without impairing the right of that Member to have vehicular and pedestrian ingress to and egress from its

Parcel) and, subject to applicable law, any other privileges of membership during any period of such nonpayment.

Section 4. The Association shall have powers including but not limited to:

- (a) Issuing, or causing an appropriate Officer or agent to issue, upon demand by any person, a certificate setting forth whether or not Assessments have been paid and any other amounts due to the Association. A reasonable charge may be made by the appropriate Officer or agent for the issuance of the certificate. If the certificate states that Assessments have been paid, such certificate shall, as against all parties other than the Owner, be conclusive evidence of such payment.
- (b) Procuring and maintaining adequate bonds, liability, hazard, property, and/or casualty insurance, as required.
- (c) Administering the reconstruction after the casualty of improvements on the Common Areas, as required.
- (d) Operating, maintaining, repairing, and replacing the Common Areas.
- (e) Enforcing the provisions of the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations.

ARTICLE XIII
ENFORCEMENT OF THE PROVISIONS OF THE DECLARATION,
BY-LAWS OR RULES OF THE ASSOCIATION

Section 1. The Board may suspend, for a reasonable period of time, the right of a Member, or a Member's tenant, guest, or invitee, to use common areas and facilities for the failure of the Parcel Owner or Owner of a Residential Unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, these By-Laws, or reasonable rules of the Association in accordance with Chapter 720, Florida Statutes.

Section 2. The Board shall have the power to levy Specific Assessments against a particular Parcel or Residential Unit or Units as follows: The Board may levy reasonable fines of up to \$100 per violation against any Parcel Owner or Owner of a Residential Unit's tenant, guest, or invitee for the failure of the Parcel Owner or Owner of a Residential Unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, these By-Laws, or the Restrictions and Rules of the Association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000 in the aggregate. A fine of less than \$1,000 may not become a lien against a Parcel or Residential Unit. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court.

Section 3. A fine or suspension may not be imposed without at least fourteen (14) days' notice to the Parcel Owner or Owner of a Residential Unit sought to be fined or suspended and an

opportunity for a hearing before a committee of at least three (3) Members appointed by the Board of Directors who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, occupant, guest, licensee, or invitee of the Owner.

CORPORATE SEAL

The Association may adopt a seal, and if adopted, shall be in circular form having within its circumference the words:

Alton Property Owners Association, Inc.

AMENDMENTS

Section 1. Prior to and including the expiration of the Class "B" Control Period, Declarant shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this provision is to be construed as broadly as possible. In the event that the Association shall desire to amend these By-Laws prior to and including the expiration of the Class "B" Control Period, the Association must first obtain Declarant's consent, which may be withheld in Declarant's sole and absolute discretion. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments after the expiration of the Class "B" Control Period. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

Section 2. These By-Laws may be amended, at any regular or special meeting of the Board of Directors at which there is a quorum, by a vote of a majority of the Directors present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of the Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in said Declaration.

Section 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control; and in the event of any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control.

Section 4. Notwithstanding the foregoing, no amendment to these By-Laws shall be effective which prejudices or otherwise detrimentally affects any of the rights or privileges of Declarant, without Declarant's prior written consent.

ARTICLE XIV MISCELLANEOUS

Section 1. The first fiscal year shall begin on the date of incorporation and end December 31 of that year. Thereafter, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 2. Whenever in these By-Laws the context so requires, the use of any gender shall be deemed to include all genders.

Section 3. Whenever these By-Laws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes, as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

Section 4. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

Section 5. Notwithstanding the foregoing, no amendment to these By-Laws shall be made which materially and adversely affects the Parcel Owners' rights under these By-Laws without the written approval of seventy-five (75%) of the Parcel Owners so affected.

EXHIBIT "D"

**Formula for Determining Assessments and
Voting Rights**

Calculation for Assessments.¹

Generally- Plan of Development

For purposes of allocating Common Expenses and Service Area Expenses among Residential Units and Parcels, the computation for these areas shall be initially based on the assumption that all of the property shown on the Master Plan will ultimately be submitted to the Declaration as "Property" and that the Residential Units and Parcels will be developed in accordance with Declarant's intended plan of development for Alton which may be modified and amended from time to time (the "Plan of Development").

Initially, for Purposes of Determining Assessments and Voting Rights:

- The total net developable acreage intended to be developed within Alton is 411 acres.
- The total net developable residential acreage (Residential Parcels) intended to be developed within Alton is 284 acres.
- The total net developable non-residential acreage as identified on the Master Plan as Parcel A and Parcel B (collectively, for purposes of this Exhibit, the "Non-Residential Parcels") initially intended to be developed within Alton is 127 acres.
- The total number of Residential Units intended to be developed within Alton is 1400.

Calculation of Percentage Share Based Upon Land Use Classification

The calculation for determining the percentage share of any Common Expenses or Service Area Expenses to be assessed by the Association against a Residential Unit or Parcel subject to the particular assessment under Article VII of the Declaration shall be determined according to acreage percentages as follows:

- Residential Parcels shall collectively be initially responsible for 69% of the Common Expenses (284 residential acres divided by 411 total acres rounded to the nearest whole percentage).
- Non-Residential Parcels shall collectively be initially responsible for 31% of the Common Expenses (127 non-residential acres divided by 411 total acres rounded to the nearest whole percentage).

By way of example,¹ on the date hereof assuming an annual budget of \$1,209,050.00, the allocation to (i) all of the Non-Residential Parcels combined would be \$1,209,050.00 multiplied times 31%, for a total of \$374,806.00 and (ii) all of the Residential Parcels combined would be \$1,209,050.00 multiplied times 69%, for a total of \$834,245.00.

Calculation of Percentage Share of Each Non-Residential Parcel

As to Non-Residential Parcels, the percentage share of the total non-residential assessments to be paid by each Non-Residential Parcel Owner shall be calculated based upon the number of acres actually owned by

¹ The FPL Parcel, the Apartment Parcel and the Retail Parcel are exempt from Base Assessments, Service Area Assessments and Special Assessments, but are subject to Specific Assessments as provided in Section 7.3.

such Parcel Owner (rounded up to the nearest acre) divided by the sum of the rounded acres allocated to the Non-Residential Parcels as set forth herein, as said numbers are modified from time to time to reflect the actual number of acres contained within a the Non-Residential Parcels as determined by the Declarant, in Declarant's sole discretion.

On the date of the Recording of this Declaration, Declarant has, based upon the current Plan of Development, determined the net developable acreage attributable to the Non-Residential Parcels. Thereafter, on October 1st of each year the net developable acreage attributable to the Non-Residential Parcels shall be updated based upon the actual net developable acreage attributed to each category as a result of any modification to the Plan of Development for Alton. Declarant shall have the absolute right, in Declarant's reasonable discretion, to adjust the foregoing formula by substituting a different number of net developable acres for any or all Non-Residential Parcels. A new allocation of the percentage share of any Common Expenses or Service Area Expenses to be assessed by the Association against a Non-Residential Parcel shall then be calculated based on the new acreages.

By way of example, if the share of assessments due from all Non-Residential Parcels is \$374,806.00, and the total net developable acreage in all Non-Residential Parcels is 127 acres, then the total assessment per acre attributable to Non-Residential Parcels is \$374,806.00 divided by 127, for a total of \$2,951.22 per acre. If a specific Non-Residential Parcel is comprised of 10 acres, then that Parcel's share of the assessments would be \$2,951.22 multiplied by 10, for a total of \$29,512.20.

Calculation of Percentage Share of Each Residential Parcel

As to Residential Parcels, the assessments to be paid by each Residential Parcel Owner shall be calculated based upon the number of proposed or actual Residential Units within the Residential Parcel owned by such Residential Parcel Owner, divided by the sum of the actual number of proposed or existing Residential Units, as shown on plats, replats and condominium governing documents, plus 95% of the number of units allocated to the remaining Residential Parcels anticipated in the Plan of Development or as determined by Declarant, as said numbers are modified from time to time to reflect the actual number of proposed or existing Residential Units contained within a Residential Parcel as shown on plats, replats or condominium governing documents, or as determined by Declarant, in Declarant's sole discretion. Notwithstanding the foregoing, until October 1, 2014, the initial assessment allocation shall be based on 95% of the Residential Units as anticipated in the Plan of Development (i.e. 95% of 1400 Units, or 1330 Units) and shall not be based on any actual filed plats, replats and governing condominium documents. On October 1st of each year, the assessment obligation of each Residential Parcel Owner shall be adjusted. The adjustment for the Residential Parcels shall be determined based upon the actual number of proposed or existing Residential Units, as shown on plats, replats and condominium governing documents, if applicable, together with 95% of the number of assumed units in the remaining Residential Parcels anticipated in the Plan of Development. Once a Residential Unit has been conveyed to a third party purchaser, the purchaser of that Residential Unit shall be responsible for the assessment attributable to that Residential Unit.

By way of example, if the share of assessments due from all Residential Parcels is \$834,245.00, and 95% of the total number of Residential Units shown on the Master Plan is 1330 Residential Units, then the total assessment for each Residential Unit within a Residential Parcel would be \$834,245.00 divided by 1330, for a total of \$627.25 for each Residential Unit. If the number of Residential Units attributable to a specific Residential Parcel is 100 Residential Units, then that Residential Parcel's share of the assessments would be \$627.25 multiplied by 100, for a total of \$62,700.25.

By way of example, if the Plan of Development estimates 1400 Residential Units within the Residential Parcels, and as a result of a re-plat of a Residential Parcel, there are 100 actual platted lots (with one

Residential Unit assumed to be built on each platted lot) within that particular Residential Parcel, then the assessment attributable to each proposed or existing Residential Unit within the Residential Parcels shall be calculated as follows: 1300 unplatted lots multiplied times 95%, for a total of 1,235 lots plus 100 actual platted lots for a total of 1,335 total Residential Units. If the share of assessments due from all Residential Parcels is \$834,245.00, then the total assessment for each Residential Unit within a Residential Parcel would be \$834,245.00 divided by 1335, for a total of \$624.90 for each Residential Unit.

Voting Allocation. For purposes of allocating votes in the Association among Members, each Member shall be assigned a number of votes as set forth in the Table below.²

Member	Number of Votes
Additional Association	1.0 vote per acre of land comprising the Parcel*
Residential Parcel	2.0 votes per acre of land comprising the Parcel*
Nonresidential Parcel	2.0 votes per acre of land comprising the Parcel*
County Parcel	2.0 votes per acre of land comprising the Parcel *
Office Parcel	2.0 votes per acre of land comprising the Parcel *
Industrial/R&D/Biotech Parcel	2.0 votes per acre of land comprising the Parcel *
Hotel Parcel	2.0 votes per acre of land comprising the Parcel *

*(rounded to the nearest full acre)

² The FPL Parcel, the Apartment Parcel and the Retail Parcel do not have voting rights.

EXHIBIT "E"

Initial Community Restrictions

The following restrictions shall apply to all of Alton until such time as they are amended, modified, repealed or limited pursuant to Article III of the Declaration.

Restricted Activities. The following activities are prohibited within Alton unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

- a. Any activity which tends to cause an unclean, unhealthy or unsafe condition to exist on the Parcels or Residential Units;
- b. Any activity which emits foul or obnoxious odors, fumes, dust, smoke, or pollution on the Parcels or Residential Units or which creates noise, unreasonable risk of fire or explosion, or other conditions which are a nuisance provided, nothing herein shall preclude normal and customary operation of any restaurant;
- c. Any activity which violates local, state or federal laws or regulations;
- d. Outside burning of trash, leaves, debris or other materials;
- e. Outdoor storage of goods, materials, or equipment, except that (1) outdoor storage of building materials shall be permitted during construction on the Parcels or Residential Units on which such materials are being stored and the foregoing outdoor storage shall be permitted on Parcels other than Residential Parcels in accordance with the requirements of the City; and (2) outdoor retail displays shall be permitted; and (3) and outdoor dining facilities shall be permitted;
- f. Fishing, swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams or other bodies of water within Alton. Neither Declarant nor the Association shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or other bodies of water within Alton;
- g. Any activity which would constitute a public or private nuisance;
- h. Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Parcels or Residential Units, except alarm devices used exclusively for security purposes;
- i. Use and discharge of firecrackers and other fireworks;
- j. Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any storm sewer, drainage ditch, or other component of the storm drainage system serving Alton, any stream, pond, or lake, or elsewhere within Alton, except that fertilizers may be applied to landscaping on Parcels and Residential Units provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;
- k. Subdivision of a Residential Unit into two or more Residential Units, or changing the boundary lines of any Residential Unit after a subdivision plat including such Residential Unit has been

approved and Recorded, except that Declarant shall be permitted to subdivide or replat Residential Units which it owns;

l. Use of any Residential Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Residential Unit rotates among participants in the program on a fixed or floating time schedule over a period of years;

m. Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

n. On-site storage of gasoline, heating, or other fuels on Residential Units, except that a reasonable amount of propane gas and other fuel may be stored on each Residential Unit for emergency purposes and operation of gas cooking grills, lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article IV;

o. Use of any Residential Unit for a business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Residential Unit may conduct business activities within the Residential Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Residential Unit; (ii) the business activity conforms to all applicable zoning requirements; (iii) the business activity does not involve door-to-door solicitation of residents of Alton; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in Alton which is noticeably greater than that which is typical of Residential Units in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of Alton and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Alton, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Residential Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of Alton or its use of any Residential Unit which it or any Declarant Affiliate owns within Alton;

p. Capturing, trapping or killing of wildlife within Alton, except in circumstances posing an imminent threat to the safety of persons using Alton;

q. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Alton or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

r. With respect to Residential Units, overnight or regular parking of commercial vehicles or equipment, motor homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages or such other areas, if any, as the Board may designate within the Common Area;

s. Operation of motorized vehicles, with the exception of motorized wheelchairs and other vehicles used to assist handicapped individuals, on pathways or trails owned, controlled or maintained by the Association.

2. Prohibited Uses. In addition to uses which are inconsistent with applicable zoning or are prohibited or restricted by other recorded covenants, conditions, restrictions or easements, the following uses are prohibited within Alton:

- a. trailer courts, mobile home parks, and recreation vehicle campgrounds;
- b. oil, gas or mineral exploration; drilling, boring, excavation, development, refining, quarrying, or mining operations, and all construction and equipment incident thereto; and oil or gas wells or related equipment or facilities, except that nothing herein shall preclude the operation of automobile service stations or water wells, to the extent permitted under any applicable Laws;
- c. junk yards, scrap metal yards, automobile used parts and/or dismantling operations and sanitary landfills, except that nothing herein shall preclude recycling centers established solely for the collection and sorting of household recyclable materials provided that the same are not unsightly;
- d. commercial excavation of building or construction materials, except in the usual course of construction of improvements;
- e. dumping, storage, disposal, incineration, treatment, processing or reduction of garbage, or refuse of any nature, except as is incidental to the use, operation and ownership of any property (or a portion thereof) in accordance with this Declaration and in a manner which is not unsightly and does not result in noxious odors emitting from the subject property;
- f. lumberyards, sawmills, or outdoor storage of building or construction materials (except in the usual course of construction on the site here stored);
- g. flea markets, and ongoing fire and bankruptcy sale operations;
- h. truck terminals and truck stop-type facilities (specifically excluding loading docks and similar facilities incidental to the use, operation and ownership of any property or a portion thereof in accordance with this Declaration);
- i. massage parlors, and any establishment which offers entertainment or service which includes nude or partially dressed male or female persons;
- j. any industrial use (except within the County Parcel); and
- k. "adult entertainment uses," which terms shall mean, for the purposes of this Declaration, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (i) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) which is rated "X" by the movie production industry (or any successor rating established by the movie production industry) or is otherwise of a pornographic or obscene nature; or (ii) sexually explicit games, toys, devices, or similar merchandise.

3. Prohibited Conditions. The following shall be prohibited at Alton:

a. Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Alton;

b. Structures, equipment or other items on the exterior portions of a Parcel or Residential Unit which have become rusty, dilapidated or otherwise fallen into disrepair; and

c. Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within Alton, except (i) with the approval of NPBCID and SFWMD, as applicable and (ii) after the Owner seeking to install such irrigation system applies for and obtains all required permits. Any Owner who installs such irrigation system shall be solely responsible for compliance with any and all permits required in connection therewith.

EXHIBIT "F"

Master Plan

This is not a certified copy

EXHIBIT "G"

SFWMD Conceptual Permit

This is not a certified copy

EXHIBIT G



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
PERMIT MODIFICATION NO. 50-00610-S-24
DATE ISSUED: MAY 4, 2010

SEARCHED 05/07/2010 INDEXED 05/07/2010

PERMITTEE: THE DAVID MINKIN FLORIDA REALTY TRUST
RICHARD AND ROBERT THALL
PETER D AND PAUL H BRIGER
THE LESTER FAMILY INVESTMENTS L P
PALM BEACH COUNTY
(SCRIPPS FLORIDA PHASE I / BRIGER)

See attached
for address

ORIGINAL PERMIT ISSUED: JANUARY 19, 1978

ORIGINAL PROJECT DESCRIPTION: ORIGINAL PERMIT ISSUED AS CONCEPTUAL APPROVAL

APPROVED MODIFICATION: CONCEPTUAL AUTHORIZATION FOR A SWM SYSTEM TO SERVE 681.69 ACRES OF MIXED USE DEVELOPMENT, 193.92 ACRES OF OFF-SITE WETLAND MITIGATION AT THE PALM BEACH COUNTY PINE GLADES NATURAL AREA AND ADDITIONAL OFF-SITE MITIGATION AT THE LOXAHATCHEE MITIGATION BANK, KNOWN AS SCRIPPS FLORIDA PHASE I / BRIGER. (NO CONSTRUCTION IS AUTHORIZED BY THIS PERMIT.)

PROJECT LOCATION: PALM BEACH COUNTY, SECTION 5 TWP 41S RGE 41E
SECTION 26,35 TWP 41S RGE 42E

PERMIT DURATION: See Special Condition No. 1, See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Permit Application No. 09D427-7, dated March 9, 2009. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statutes (F.S.); and the Operation Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection.

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit Modification is in effect for this project subject to:

1. Not receiving a filed request for an administrative hearing pursuant to Section 120.5 and Section 120.569, or request a judicial review pursuant Section 120.68, Florida Statutes.
2. The attached 19 General Conditions.
3. The attached 31 Special Conditions.
4. The attached 6 Exhibits.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Should you wish to object to the proposed agency action or file a petition, please provide written objections, petitions and/or waivers to:

Elizabeth Veguilla, Deputy Clerk, MSC2440
South Florida Water Management District
Post Office Box 24680
West Palm Beach, FL 33416-4680

Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

CERTIFICATION OF SERVICE

I HEREBY CERTIFY that the Staff Report, Addendum, Conditions and Notice of Rights have been mailed to the Permittee (and the persons listed on the attached staff report distribution list) no later than 5:00 p.m. on this 6th day of May, 2010, in accordance with Section 120.60(3), Florida Statutes, and a copy has been filed and acknowledged with the Deputy District Clerk.

ORIGINAL SIGNED BY
By ELIZABETH VEGUILLA
DEPUTY CLERK
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Attachments

CERTIFIED MAIL# 70050390000598195343

RECORDED 08/27/2010 09:28 24

PERMIT NO: 50-00610-S-24
APPL NO: 090427-7

THE DAVID MINKIN FLORIDA REALTY TRUST
(SCRIPPS FLORIDA PHASE II / BRIGER)
C/O HOWARD LESTER, 44 COCOANUT ROW
PALM BEACH, FL 33480

RICHARD AND ROBERT THALL
(SCRIPPS FLORIDA PHASE II / BRIGER)
C/O HOWARD LESTER, 44 COCOANUT ROW
PALM BEACH, FL 33480

PETER L AND PAUL H BRIGER
(SCRIPPS FLORIDA PHASE II / BRIGER)
C/O HOWARD LESTER, 44 COCOANUT ROW
PALM BEACH, FL 33480

THE LESTER FAMILY INVESTMENTS LP
(SCRIPPS FLORIDA PHASE II / BRIGER)
C/O HOWARD LESTER, 44 COCOANUT ROW
PALM BEACH, FL 33480

PALM BEACH COUNTY
(SCRIPPS FLORIDA PHASE II / BRIGER)
C/O SHANNON LAROCQUE-BASS, 301 N OLIVE AVENUE, 11TH FLOOR
WEST PALM BEACH, FL 33401

Unrecorded copy

SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on May 4, 2012.
2. Northern Palm Beach County Improvement District (NPBCID) will operate and maintain the primary and secondary surface water management system, unless the Property Owners Association (POA) contracts with NPBCID for the POA to maintain the surface water management system and such other NPBCID facilities.

A master POA will be responsible for the 7.50 acre on-site wetland enhancement and 1.72 acres buffer areas (a total of 9.22 acres) in accordance with specific language in the draft POA Declaration of Covenants, Conditions, and Restrictions document included as Exhibit 3.4.

Palm Beach County is the responsible entity for the perpetual maintenance and management of the 193.92 acre off-site wetland mitigation area at the Pine Glades Natural Area as part of the County's overall Pine Glades Natural Area Management Plan.

3. Discharge Facilities:

Basin: A1

1-33' W X 2.15' H RECTANGULAR ORIFICE weir with crest at elev. 15.5' NGVD 29.
1-1.58' W X 1.58' H TRIANGULAR ORIFICE with invert at elev. 13' NGVD 29.
1-4.5' W X 3' L drop inlet with crest at elev. 17.65' NGVD 29.

Receiving body: Unit 2 Master System
Control elev: 13 feet NGVD 29.

Basin: B1-W

1-2.5' W X 2.2' H RECTANGULAR NOTCH weir with crest at elev. 15.5' NGVD 29.
1-1.33' W X 1.33' H TRIANGULAR ORIFICE with invert at elev. 13.5' NGVD 29.
1-4.5' W X 3' L drop inlet with crest at elev. 17.7' NGVD 29.

Receiving body: Wetland W1
Control elev: 13.5 feet NGVD 29.

Basin: B1-E

1-3.17' W X 1.75' H RECTANGULAR NOTCH weir with crest at elev. 15.5' NGVD 29.
1-1.83' W X 1.83' H TRIANGULAR ORIFICE with invert at elev. 13' NGVD 29.
1-4.5' W X 3' L drop inlet with crest at elev. 17.25' NGVD 29.

Receiving body: Unit 2 Master System
Control elev: 13 feet NGVD 29.

4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation.

Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.

8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. The permittee acknowledges that, pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.
13. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
14. Minimum building floor elevation: BASIN: A1 - 18.50 feet NGVD 29.
BASIN: B1-W - 18.80 feet NGVD 29.
BASIN: B1-E - 18.40 feet NGVD 29.
15. Minimum road crown elevation: Basin: A1 - 16.40 feet NGVD 29.
Basin: B1-W - 16.70 feet NGVD 29.
Basin: B1-E - 16.20 feet NGVD 29.
16. Minimum parking lot elevation: Basin: A1 - 16.40 feet NGVD 29.
Basin: B1-W - 16.70 feet NGVD 29.
Basin: B1-E - 16.20 feet NGVD 29.
17. Commercial or industrial zoned projects shall provide at least one half inch of dry detention or retention pretreatment as part of the required retention/detention, unless reasonable assurances are provided that hazardous materials will not enter the project's surface water management system. Such assurances may include deed restrictions on property planned for resale, type of occupancy, recorded lease agreements, local government restrictive codes, ordinances, licenses, and engineered containment systems designed in accordance with the District's Basis of Review Section 5.2.2(a). Pre-treatment requirements shall be determined on a case by case basis for the commercial areas at the time of application for construction authorization based on their proposed uses.
18. If future applications for project construction and operation include modifications to the conceptual site plan authorized

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under this conceptual authorization which may adversely impact Briger Site 8PB13953, the permittees will coordinate with the State of Florida Department of Historical Resources.

19. At the time of application for construction approval, the permittee shall submit a copy of the draft conservation easement which dedicates the 9.22 acre on-site wetland enhancement and upland buffer areas as conservation and common areas in accordance with Exhibit 3.3.

The recorded conservation easement shall be submitted to the District within a designated timeframe identified in a future permit for construction and operation authorization.
20. At the time of application for construction, the permittee shall provide information that adequately addresses the financial assurance requirements described in Section 4.3 of the Basis of Review for Environmental Resource Permit applications for the 9.22 acre on-site wetland enhancement and buffer areas and the 193.92 acre off-site mitigation at the Pine Glades Natural Area.
21. Any future proposed work located within the 9.22 acre on-site conservation easement area shall require a modification to this permit and will be subject to evaluation of wetland impacts and potential mitigation requirements in accordance with the environmental criteria in effect at the time of the application for any such proposed work.
22. Prior to any future construction, the permittee shall apply for and receive a permit modification. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master surface water management system, including the land use and site grading assumptions.
23. All surface water management and environmental conditions and exhibits of permit number 50-00610-S included in the previous permit for adjacent developments are still in effect and hereby incorporated within this permit modification by reference unless specifically revised in this modification.
24. At the time of application for construction approval, the permittee shall stake and rope the on-site 7.50 acre wetlands and associated 1.72 acre upland buffer zones which are proposed to be enhanced and preserved under a conservation easement. The staking and roping shall be subject to the approval of the District Environmental Resource Compliance staff. The permittee shall modify the staking and roping if the District staff determines it does not accurately reflect the limits of the wetlands and/or upland buffers. Staking and roping shall remain in place until all adjacent construction activities are complete.
25. Upon submittal of an application for construction, the permittee shall submit a work schedule subject to District staff review and approval, specifying completion dates for each mitigation, monitoring and maintenance task for both the 9.22 acre on-site wetland mitigation area and the 193.92 acre off-site wetland mitigation area at the Pine Glades Natural Area.
26. The permittee shall perform the 193.92 acre off-site wetland mitigation at the Pine Glades Natural Area prior to or concurrently with any future application for project construction and operation authorization.
27. For future applications for project construction and operation, the permittees shall obtain Water Use Permits for any proposed irrigation withdrawals or construction dewatering activities, unless the work is exempt pursuant to Chapter 40E-2.051 F.A.C.
28. Prior to commencement of construction and in accordance with Exhibit 3.2, page 8, and the work schedule in Exhibit 5, the permittee shall submit documentation from the Florida Department of Environmental Protection that 13.70 freshwater herbaceous credits have been deducted from the ledger for the Loxahatchee Mitigation Bank.
29. The permittee shall adhere to the provisions in Exhibit 6, Standard Protection Measures for the Eastern Indigo Snake.
30. No later than September 1, 2010, the permittee shall install a continuous data logger within the area designated as WZ

SEALING IN REVISIONS PERMITTED BY THE STATE OF FLORIDA

on Exhibit 2 (page 2 of 4) to automatically record surface water and ground water levels within the wetland. The well for the data logger shall be installed to a depth adequate to ensure that the well does not go dry during the dry season. Data shall be collected and submitted at the time of application for the first construction phase of the development as well as in subsequent required monitoring reports.

31. At the time of application for construction, the permittee shall submit a Hazardous Waste Management Plan. In addition, the permittee shall obtain any necessary permits from the Florida Department of Environmental Protection for treating, storing, or disposing of hazardous waste.

This is not a certified copy

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved.

responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107 F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-10, F.A.C..
12. The permittee is hereby advised that Section 253.17, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
DIVISION OF WATER RIGHTS

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SCANNED

12/15/2011

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SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Application No. 111213-8
Regulation Division

December 16, 2011

Mr. Frederick Roth, Jr., P.E., Senior Vice President
Michael B. Schorah & Associates, Inc.
1850 Forest Hill Boulevard, Suite 206
West Palm Beach, Florida 33406

**RE: Scripps Florida Phase II / Briger
Environmental Resource Permit No. 50-00610-S-24
Palm Beach County**

Dear Mr. Roth:

The District is in receipt of your notice to use the provisions of Section 79 of Chapter 2011-139 Laws of Florida (HB 7207) to extend the duration of the above Environmental Resource Permit under Part IV of Chapter 373, Florida Statute. Pursuant to those provisions, the expiration date of the permit is changed as follows:

Previous Extension Expiration Date (Application No. 090427-7): May 4, 2012

New Expiration Date (Application No. 111213-8): May 4, 2014

All dates contained in the terms and conditions of the permit pertaining to deadlines, such as for commencing or completing construction, completing any mitigation, and submitting reports for the activity authorized by the permit are modified in recognition of, and relative to, the new expiration date. You are advised that the legislation requires that, "The commencement and completion dates for any required mitigation associated with a phased construction project [is] extended such that the mitigation takes place in the same timeframe relative to the phase as originally permitted."

In accordance with the legislation, the permitted activity will continue to be governed by the rules in effect at the time the permit was issued. However, any future request to modify the permit, except where the modification lessens the environmental impact, will be governed by the rules in effect at the time of the modification.

This extension does not:

1. Otherwise change any other terms or conditions of the permit.
2. Affect the expiration date of any associated state-owned submerged lands lease or easement that was executed for the activities authorized in the permit. It also does not change any terms or conditions contained in the lease or easement, such as deadlines for submittal of any required lease fees.
3. Affect the water quality certification determination under Section 401, Public Law 92-500, 33 U.S.C. Section 1341 made as part of the permit.

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

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4. Affect the coastal zone consistency concurrence determination made under Florida's Coastal Zone Management Program in Section 307 of the Coastal Zone Management Act and 15 CFR 930, Subpart D originally contained in the permit.
5. Affect the expiration date of any state, federal, or local permit, license, or authorization related to this permit, specifically including any federal permit under Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899.

If you have any questions, please call Mark Daron at 407-858-6100 ext. 3805.

Sincerely,



Anita R. Bain, Chief
Environmental Resource Permitting Bureau
South Florida Water Management District

c: U.S. Army Corps of Engineers

This is a Certified copy

SCANNED 02/03/2012 7:28 DRDD



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

February 3, 2012

Application No. 120130-22
Regulation Division

Mr. Frederick Roth, Jr., P.E., Vice President
Michael B. Schorah & Associates, Inc.
1850 Forest Hill Boulevard, Suite 206
West Palm Beach, Florida 33406

**RE: Scripps Florida Phase II / Briger
Environmental Resource Permit No. 50-00610-S-24
Palm Beach County**

Dear Mr. Roth:

The District is in receipt of your notice to use the provisions of Section 252.363, Florida Statute (FS) (SB 2156) to extend the duration of the above Environmental Resource Permit (ERP) under Part IV of Chapter 373, FS. Pursuant to those provisions, the expiration date of the permit is changed as follows:

Previous Expiration Date: May 4, 2014 (ERP App. No. 111213-8)

New Expiration Date: March 26, 2015

All dates contained in the terms and conditions of the permit pertaining to deadlines, such as for commencing or completing construction, completing any mitigation, and submitting reports for the activity authorized by the permit are modified in recognition of, and relative to, the new expiration date. You are advised that the legislation requires that, "The commencement and completion dates for any required mitigation associated with a phased construction project [is] extended such that the mitigation takes place in the same timeframe relative to the phase as originally permitted."

In accordance with the legislation, the permitted activity will continue to be governed by the rules in effect at the time the permit was issued. However, any future request to modify the permit, except where the modification lessens the environmental impact, will be governed by the rules in effect at the time of the modification.

This extension does not:

1. Otherwise change any other terms or conditions of the permit.

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

2. Affect the expiration date of any associated state-owned submerged lands lease or easement that was executed for the activities authorized in the permit. It also does not change any terms or conditions contained in the lease or easement, such as deadlines for submittal of any required lease fees.
3. Affect the water quality certification determination under Section 401, Public Law 92-500, 33 U.S.C. Section 1341 made as part of the permit.
4. Affect the coastal zone consistency concurrence determination made under Florida's Coastal Zone Management Program in Section 307 of the Coastal Zone Management Act and 15 CFR 930, Subpart D originally contained in the permit.
5. Affect the expiration date of any state, federal, or local permit, license, or authorization related to this permit, specifically including any federal permit under Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899.

If you have any questions, please call Carlos de Rojas at (561) 682-6505.

Sincerely,



Anita R. Bain, Chief
Environmental Resource Permitting Bureau
South Florida Water Management District

c: U.S. Army Corps of Engineers

ALTON NEIGHBORHOOD I ASSOCIATION, INC.
360 UNITS
INITIAL OPERATING BUDGET
JANUARY 1, 2015 - DECEMBER 31, 2015

	ANNUAL
<u>UTILITIES:</u>	
Electric	70,000.00
Reclaimed Water	24,000.00
Cable/Internet	273,190.32
TOTAL UTILITIES	367,190.32
 <u>GROUNDS MAINTENANCE:</u>	
Common Area Landscaping	120,000.00
Unit Landscaping	295,500.00
Tree Trimming/Pruning	18,000.00
Flowers	9,200.00
Mulch - Common	16,800.00
Mulch - Units	62,838.00
Landscape Extras/Replace.	7,500.00
Exterior Pest Control-Common	12,000.00
Exterior Pest Control - Units	29,550.00
Irrigation Repairs & Supplies	4,200.00
TOTAL GROUNDS MAINTENANCE	575,588.00
 <u>MAINTENANCE & REPAIRS</u>	
Lighting Supplies & Repairs	2,500.00
Electronic Monitoring & Supplies	9,072.00
Signage Supplies & Repairs	1,500.00
General Repairs & Supplies	5,000.00
Pressure Cleaning	3,600.00
Holiday Decorations/Lighting	1,200.00
TOTAL MAINTENANCE & REPAIRS	22,872.00
 <u>ADMINISTRATIVE EXPENSES:</u>	
Legal Fees	1,500.00
Accounting/Tax Preparation	4,200.00
Management Fees	38,880.00
Licenses, Fees & Taxes	1,000.00
Insurance	15,000.00
Mailings & Postage	7,175.00
Website Expense	4,000.00
Community Functions	2,000.00
Contingency	7,475.00
TOTAL ADMINISTRATIVE EXPENSES	81,230.00
 TOTAL EXPENSES	 1,046,880.32

TOWNHOME EXPENSES:

ALTON NEIGHBORHOOD I ASSOCIATION, INC.
360 UNITS
INITIAL OPERATING BUDGET
JANUARY 1, 2015 - DECEMBER 31, 2015

	ANNUAL
Pressure Cleaning	21,450.00
Misc. Townhome Expenses	5,000.00
TOTAL TOWNHOME EXPENSES	26,450.00

MAINTENANCE ASSESSMENTS:	SINGLE FAMILY 217 UNITS	TOWN- HOMES 143 UNITS
Alton Neighborhood I Association, Inc.		
Annual	2,908.00	3,092.97
Quarterly	727.00	773.24
Alton Property Owners Association, Inc.		
Annual	728.00	728.00
Quarterly	182.00	182.00
Alton Recreation Association, Inc.		
Annual	580.00	580.00
Quarterly	145.00	145.00
TOTAL ASSESSMENTS:		
Annual	4,216.00	4,400.97
Quarterly	1,054.00	1,100.24

* The budget of the Association does not provide for reserve accounts for capital expenditures and deferred maintenance that may result in special assessments. Owners may elect to provide for reserve accounts pursuant to Section 720 303(6), Florida Statutes. Upon obtaining the approval of a majority of the total voting interests of the Association by vote of the members at a meeting or by written consent.

Prepared by Lang Management Company, Inc.
9/8/2015

ALTON PROPERTY OWNERS ASSOCIATION, INC.
INITIAL OPERATING BUDGET
JANUARY 1, 2015 - DECEMBER 31, 2015

	ANNUAL
REVENUE:	
Residential Parcels - 69% (1,400 units x 95%)	968,243
Non-Residential Parcels - 31%	435,008
Reclaimed Water Reimbursement	28,740
TOTAL REVENUE	1,431,990
 EXPENSES:	
<u>UTILITIES:</u>	
Electric	102,400
Reclaimed Water	226,200
TOTAL UTILITIES	328,600
 <u>GROUNDS MAINTENANCE:</u>	
Common Area Landscaping	569,300
Tree Trimming/Pruning	38,000
Flowers	65,200
Mulch/Stones	150,000
Landscape Extras/Replacements	12,000
Irrigation Maintenance	35,000
Exterior Pest & Animal Control	55,200
Shared Median - Abacoa	25,000
TOTAL GROUNDS MAINTENANCE	949,700
 <u>MAINTENANCE AND REPAIRS:</u>	
Lake and Littoral Maintenance	24,000
Lake Fountain Maint. & Supplies	1,500
Lighting Maintenance & Supplies	5,000
Pressure Cleaning	6,000
Signage Supplies & Repairs	2,000
General Repairs & Supplies	6,190
Holiday Lighting/Decorations	22,500
TOTAL MAINT. & SUPPLIES	67,190

GENERAL AND ADMINISTRATIVE EXPENSES:

Insurance	28,500
Accounting/Tax Preparation	4,500
Legal & Professional Fees	4,800
Management Fees	42,000
Mailings & Postage	4,500
Licenses, Fees & Dues	2,200
TOTAL GENERAL & ADMIN. EXPENSES	<u>86,500</u>

TOTAL EXPENSES 1,431,990

MAINTENANCE ASSESSMENTS:

RESIDENTIAL UNIT PER YEAR	\$ 728.00
RESIDENTIAL UNIT PER QUARTER	\$ 182.00

- * The budget of the Association does not provide for reserve accounts for capital expenditures and deferred maintenance that may result in special assessments. Owners may elect to provide for reserve accounts pursuant to Section 720 303(6), Florida Statutes. Upon obtaining the approval of a majority of the total voting interests of the Association by vote of the members at a meeting or by written consent.

Prepared by Lang Management Company, Inc.
9/8/2015

ALTON RECREATION ASSOCIATION, INC.
914 UNITS
INITIAL OPERATING BUDGET
JANUARY 1, 2015 - DECEMBER 31, 2015

ANNUAL

EXPENSES:

UTILITIES:

Electric	25,000.00
Water & Sewer	3,600.00
Reclaimed Water	4,740.00
Telephone	5,400.00
Trash Removal	3,000.00
Natural Gas	7,500.00
TOTAL UTILITIES	<u>49,240.00</u>

GROUNDS MAINTENANCE:

Landscape Maintenance	43,000.00
Tree Trimming	3,320.00
Flowers	10,800.00
Mulch	26,000.00
Landscape Replacement/Extras	5,000.00
Exterior Pest Control	5,000.00
Irrigation Repairs	1,750.00
TOTAL GROUNDS MAINTENANCE	<u>94,870.00</u>

MAINTENANCE CONTRACTS:

Janitorial - Clubhouse	24,000.00
Electronic Monitoring	17,550.00
Pool/Spa Maint.	12,000.00
Tennis/Basketball courts	12,000.00
Fitness Equip. Maint.	3,600.00
A/C Maint. - Clubhouse	2,000.00
Fire/Burglar/Maint/Inspections	2,000.00
Interior Pest Control	2,000.00
Pressure Cleaning	3,800.00
Holiday Decorations	2,500.00
TOTAL MAINTENANCE CONTRACTS	<u>81,450.00</u>

REPAIRS & SUPPLIES:

Janitorial Supplies	3,600.00
Clubhouse/Office Repairs	2,000.00
Lighting Supplies/Repairs	2,000.00
Pool/Spa Supplies & Repairs	2,000.00
Tennis/Basketball Supplies/Repairs	1,200.00
Signage Repairs	1,500.00
Fitness Equip. Supplies/Repairs	1,000.00
A/C Maint. Supplies & Repairs	1,000.00
Generator Supplies & Repairs	600.00
General Repairs & Supplies	4,000.00
TOTAL REPAIRS & SUPPLIES	<u>18,900.00</u>

ADMINISTRATIVE EXPENSES:

On-site Personnel & Payroll	125,000.00
Hiring Costs, uniforms, cell, mileage/misc.	5,000.00
Accounting/Tax Preparation	4,500.00
Management Fees	32,904.00
License, Fees & Taxes	1,000.00
Insurance	50,000.00
Mailings & Postage	7,500.00
Office Expenses	8,620.00
Office Equip. Leases	4,200.00
Website Expenses	4,000.00
Community Functions	12,000.00
Contingency	9,000.00
TOTAL ADMINISTRATIVE EXPENSES	<u>263,724.00</u>

GENERAL RESERVES 21,936.00

TOTAL EXPENSES **530,120.00**

ASSESSMENTS PER UNIT:

ANNUAL	580.00
QUARTERLY	145.00

Prepared by Lang Management Company, Inc.
9/8/2015



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DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS

FOR

ALTON NEIGHBORHOOD 1

TABLE OF CONTENTS

	Page
PART ONE: INTRODUCTION TO ALTON NEIGHBORHOOD 1.....	1
Article 1. Creation of the Community	1
1.1 Purpose and Intent.....	1
1.2 Binding Effect.....	1
1.3 Governing Documents	2
Article 2. Concepts and Definitions.....	3
2.1 Definitions.....	3
PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS.....	8
Article 3. Rules and Regulations.....	9
3.1 Establishment.....	9
3.2 Not Applicable to Declarant	9
3.3 Notice to Owners	9
Article 4. Architectural Standards and Use Restrictions.....	10
4.1 Purpose.....	10
4.2 General	10
4.3 Architectural Review	10
4.4 Guidelines and Procedures.....	11
4.5 No Waiver of Future Approvals	14
4.6 Variances.....	14
4.7 Limitation of Liability.....	14
4.8 Certificate of Compliance	15
4.9 Restrictions	15
Article 5. Maintenance and Repair	24
5.1 Association's Responsibility.....	24
5.2 Owner's Responsibility.....	25
5.3 Owner of a Townhouse Unit's Maintenance Responsibility	26
5.4 Single Family Unit Owner's Maintenance Responsibility	28
5.5 Homeowner's Insurance	28
PART THREE: ALTON COMMUNITY GOVERNANCE AND ADMINISTRATION.....	29
Article 6. The Association and its Members.....	29
6.1 Function of the Association	29
6.2 Membership	29
6.3 Association.....	29
6.4 Voting	29
6.5 Master Association.....	30
6.6 Alton Recreation Association	30
Article 7. Association Powers and Responsibilities.....	31

TABLE OF CONTENTS
(continued)

	Page
7.1 Acceptance and Control of Association Property	31
7.2 Insurance	31
7.3 Compliance and Enforcement.....	35
7.4 Implied Rights; Board Authority	36
7.5 Indemnification of Officers, Directors and Others	37
7.6 Safety and Security	37
Article 8. Association Finances	38
8.1 Budgeting for and Allocating Association Expenses.....	38
8.2 Special Assessments	40
8.3 Specific Assessments	40
8.4 Master Association Assessments	41
8.5 Alton Recreation Association Assessments.....	41
8.6 Obligation for Assessments	42
8.7 Lien for Assessments	43
8.8 Remedies.....	43
8.9 Authority to Assess Owners; Time of Payment.....	44
8.10 Exempt Property	44
8.11 Capitalization of Association.....	44
8.12 Community Service Fees	45
8.13 Certificate of Payment	46
8.14 Subsidy Contracts	46
PART FOUR: COMMUNITY DEVELOPMENT	46
Article 9. Expansion of the Community	46
9.1 Expansion by Declarant	46
9.2 Expansion by the Association.....	46
9.3 Additional Covenants and Easements.....	47
9.4 Effect of Filing Subsequent Amendment.....	47
Article 10. Additional Rights Reserved to Declarant	47
10.1 Withdrawal of Property.....	47
10.2 Right to Approve Changes in Rules and Regulations.....	47
10.3 Development and Sales Activities	47
10.4 Control of and Changes in Development Plan.....	48
10.5 Right of Approval	48
10.6 Exclusive Rights To Use Name of Development	48
10.7 Right to Transfer or Assign Declarant Rights.....	48
10.8 Right to Notice of Design or Construction Claims.....	49
10.9 Termination of Declarant's Rights.....	49
PART FIVE: PROPERTY RIGHTS WITHIN ALTON	49
Article 11. Easements	49
11.1 Easements in Common Area.....	49

TABLE OF CONTENTS
(continued)

	Page
11.2 Easements of Encroachment	50
11.3 Fire Safety Easement	50
11.4 Easements for Utilities, Development, Construction, Etc	51
11.5 Easements to Serve Additional Property	52
11.6 Easements for Maintenance, Emergency and Enforcement	52
11.7 Easements for Lake and Pond Maintenance and Flood Water	53
11.8 Easement to Inspect and Right to Correct.....	53
11.9 Easements for Drainage Facilities	53
11.10 Easements to the Master Association	54
11.11 Easements to the Alton Recreation Association	54
11.12 Easements Regarding Townhouse Units	54
11.13 Easements Regarding Single Family Units.....	54
Article 12. Limited Common Areas.....	55
12.1 Purpose.....	55
12.2 Designation	55
12.3 Use by Others.....	56
Article 13. Property Rights	56
13.1 Use of Common Area	56
13.2 Master Association Rights	57
13.3 Declarant's Rights.....	57
13.4 Nonexclusive Use	58
13.5 Title to Common Area	58
13.6 Annexation of Additional Alton Neighborhood 1	58
13.7 Implied Rights.....	58
13.8 Unit Insurance	58
13.9 Reconstruction and Repair after Casualty.....	59
13.10 Insurance Proceeds.....	59
13.11 First Mortgagees	60
13.12 Policy Cancellation	60
13.13 Association as Agent.....	60
PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY	60
Article 14. Dispute Resolution and Limitation on Litigation	60
14.1 Agreement to Encourage Resolution of Disputes Without Litigation.....	60
14.2 Dispute Resolution Procedures	61
14.3 Initiation of Litigation by Association.....	62
Article 15. Mortgagee Provisions	63
15.1 Notices of Action	63
15.2 No Priority	63
15.3 Notice to Association.....	63
15.4 Failure of Mortgagee to Respond	63

TABLE OF CONTENTS
(continued)

	Page
15.5 Construction of Article XV	64
Article 16. Changes in Common Area	64
16.1 Condemnation	64
16.2 Partition	64
16.3 Transfer or Dedication of Common Area	65
Article 17. Amendment of Declaration	65
17.1 By Declarant	65
17.2 By Members after Turnover	65
17.3 Validity and Effective Date	65
17.4 Master Association and Alton Recreation Association Approval Rights to Amendments	66
Article 18. Termination	66
18.1 Consent to Termination	66
18.2 Termination Documents	66
18.3 Limitation on Termination	66
PART SEVEN: NPBCID AND THE SURFACE WATER MANAGEMENT SYSTEM	67
Article 19. NPBCID and SFWMD	67
19.1 Non-Ad Valorem Assessments	67
19.2 Maintenance of NPBCID Improvements	67
19.3 Surface Water Management Systems	68
19.4 No Easements Over NPBCID Land	68
19.5 NPBCID Land Not Subject to Assessments	68
19.6 Lakes, Ponds, Retention Areas and Water Bodies	68
19.7 NPBCID and SFWMD Approval Rights to Amendments	69
19.8 Use Restrictions	69
19.9 Enforcement by SFWMD	69
19.10 Maintenance and Monitoring	69
19.11 Prohibition of Conservation Area Alteration	70
19.12 Covenant for Maintenance Assessment for Association	70
19.13 Conservation Areas	70
19.14 Lake Banks	71
19.15 Notice Regarding NPBCID	71
19.16 Wellfield Zone of Influence	71
PART EIGHT: EXHIBITS	72
Article 20. Exhibits	72
20.1 Exhibits	72

**DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS
FOR
ALTON NEIGHBORHOOD 1**

THIS DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR ALTON NEIGHBORHOOD 1 is made this 21st day of December, 2015, by KH ALTON LLC, a Florida limited liability company ("Declarant").

PART ONE: INTRODUCTION TO ALTON NEIGHBORHOOD 1

Declarant, as the developer of the development known as Alton Neighborhood 1 has established this Declaration to provide a flexible system and procedures for the overall development and expansion of Alton Neighborhood 1 and for the governance, administration, maintenance, and preservation of Alton Neighborhood 1 as a residential community.

Article 1. Creation of the Community

1.1 Purpose and Intent.

By recording this Declaration in the Public Records of Palm Beach County, Florida, Declarant intends to establish a general plan of development for, and to provide for the overall development, governance, administration, maintenance and preservation of the planned community known as Alton Neighborhood 1. An integral part of the development plan for Alton Neighborhood 1 is the creation of Alton Neighborhood 1 Association, Inc., an association comprised of all owners of real property in Alton Neighborhood 1. Alton Neighborhood 1 Association, Inc. will own, operate, and/or maintain various common areas and community improvements and administer and enforce this Declaration and the other Governing Documents referenced in this Declaration.

This document does not and is not intended to create a condominium under Florida law.

1.2 Binding Effect.

Alton Neighborhood 1 initially shall consist of the real property described in Exhibit "A", but the community may be expanded in the future, in accordance with the procedures established in this Declaration, to include additional real property. All property described in Exhibit "A", and any such additional property which is made a part of Alton Neighborhood 1 in the future, shall be owned, conveyed and used subject to the provisions of this Declaration, which shall constitute a covenant running with the title to such property and shall be binding upon all Persons now or hereafter having any right, title, or interest in any portion of Alton Neighborhood 1, and their heirs, successors, successors-in-title, and assigns.

This Declaration shall remain in effect and shall be enforceable by Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded in the Public Records of Palm Beach County, Florida, subject to any amendments which may be adopted during such period in accordance with the procedures described in this Declaration. After such time, this

Declaration shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners is recorded within the year preceding any extension, agreeing to terminate this Declaration, in which case this Declaration shall terminate as of the date specified in such instrument.

Notwithstanding the foregoing, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Florida law prohibiting covenants from extending more than twenty-one (21) years beyond the death of a person identified in such covenant who is living at the time such covenant is made, such provision shall expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

1.3 Governing Documents.

The Governing Documents for Alton Neighborhood 1 consist of (all as they may be amended from time to time):

(a) this Declaration and such Subsequent Amendment as may be recorded from time to time to expand the community or to supplement this Declaration with additional covenants, restrictions and easements applicable to particular areas within Alton Neighborhood 1;

(b) the Articles of Incorporation and By-Laws of Alton Neighborhood 1 Owners Association, Inc.;

(c) the Rules and Regulations;

(d) the Architectural Guidelines described in Article IV;

(e) the Master Documents;

(f) the Alton Recreation Association Documents; and

(g) such resolutions as the Board may adopt from time to time pursuant to this Declaration.

In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Governing Documents, the Master Documents shall control.

The Governing Documents apply to all Owners and occupants of property within Alton Neighborhood 1, as well as to their respective tenants, guests, invitees, employees and contractors. Any lease relating to property within Alton Neighborhood 1 shall provide that the tenant and all occupants of the leased property are bound by and obligated to comply with the Governing Documents.

The Association, the Declarant, and every Owner shall have the right to take legal action to enforce the Governing Documents. The Association shall have the specific enforcement powers and remedies described in Section 8.7 and elsewhere in the Governing Documents.

If a court should determine that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of such provision.

Article 2. Concepts and Definitions

2.1 Definitions.

The terms used in this Declaration are intended to have their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

“Alleyway(s)” means all alleys or streets located behind any Units which shall be dedicated to the Association.

“Alton” means the larger community more particularly described as “Alton” in the Master Declaration, of which Alton Neighborhood 1 is a part.

“Alton Neighborhood 1” means the real property generally which is legally described on Exhibit “A”, together with such additional property as is made subject to the terms of this Declaration.

“Alton Recreation Association” means Alton Recreation Association, Inc., a Florida nonprofit corporation, its successors or assigns, being the entity responsible for the administration of the Alton Recreation Association Documents.

“Alton Recreation Association Assessments” means those assessments defined in Section 8.5.

“Alton Recreation Declaration” means that certain Declaration of Covenants, Easements, and Restrictions for Alton Community Recreation and Fitness Facility, and all exhibits thereto, and all amendments thereof recorded in the Official Records of the County.

“Alton Recreation Association Documents” means the Alton Recreation Declaration, all exhibits attached thereto and all rules and regulations promulgated by Alton Recreation Association, all as now or hereafter amended, modified or supplemented.

“ARC” means the committee established pursuant to Section 4.3.

“Architectural Guidelines” means the architectural, design and construction guidelines and standards and review procedures adopted pursuant to and complying with the terms of Article IV, as they may be amended.

“Area(s) of Common Responsibility”: The Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this

Declaration, a Maintenance Delegation Agreement and any Subsequent Amendment or other applicable covenants, contracts, or agreements.

“Articles” means the Articles of Incorporation of Alton Neighborhood 1 Association, Inc., filed with the Secretary of State of the State of Florida, a copy of which is attached to this Declaration as Exhibit “B”, as amended from time to time.

“Assessment(s)” means a share of the funds which are required for the payment of Common Expenses, which from time to time as assessed against the Lots and/or Units. The term, “Assessment” may from time to time also refer to Base Assessments, Special Assessments, Specific Assessments and Townhouse Assessments wherever the context requires.

“Association” means Alton Neighborhood 1 Association, Inc., a Florida nonprofit corporation, its successors or assigns.

“Base Assessment”: Assessments levied on all Lots and Units subject to assessments under Article VIII and to fund the Common Expenses, as determined in accordance with Section 8.1.

“Board of Directors” or “Board” means the body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Florida corporate law.

“By-Laws” means the By-Laws of Alton Neighborhood 1 Association, Inc., a copy of which is attached to this Declaration as Exhibit “C”, as amended from time to time.

“Builder” means any Person who purchases one or more Lots for the purpose of constructing improvements thereon for resale to consumers in the ordinary course of its business.

“Casita” shall mean an accessory apartment that is part of a Unit or within an accessory building on a Lot that has been designated by Declarant as a “Casita”. There shall be no more than one Casita on each Lot and any lease of a Casita shall comply with Section 4.9 (dd) of this Declaration and all Rules and Regulations. Each Casita may be leased to tenants by Declarant or an affiliate, successor or assign of Declarant.

“City” means the City of Palm Beach Gardens, Florida.

“Common Area” means all real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners. The term shall include the Limited Common Area, as defined below.

“Common Expenses” means all actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserves, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred prior to Turnover for initial development or other original construction costs (payments due under leases of capital improvements such as street lights shall not be considered an initial development or original

construction cost) unless either included as a line item in the Association budget or approved by a majority of the Members who will be subject to assessment for such costs or expenses.

“Community Recreation and Fitness Facility” means those areas of Alton subject to and described in the Alton Recreation Declaration.

“Community-Wide Standard” means the standard of conduct, maintenance, or other activity generally prevailing throughout Alton Neighborhood. Such standard may be reasonably and more specifically determined by the Board, but shall always be, at a minimum, in conformance with and consistent with those standards established by the Master Association.

“Conservation Areas”: All protected or conservation areas in Alton as required by the City or the SFWMD, including, but not limited to upland preserves, wetland preservation areas, any protected archeological sites, or other preservation or conservation areas, as shown on the Master Plan, the SFWMD Permit or as identified on any plat filed for Alton.

“County” means Palm Beach County, Florida.

“Declaration” means this document, as the same may be amended from time to time, and any Subsequent Amendment.

“Governing Documents” means those documents listed in Section 1.3.

“High Level Maintenance Agreement”: Any agreement between the Master Association and either the City, the County, Seacoast or NPBCID whereby the Master Association, at its cost and expense, contracts for the right and obligation to improve or maintain any real or personal property located within or adjacent to Alton which is owned or controlled by any of the foregoing public entities.

“Limited Common Area” means a portion of the Common Area primarily benefiting one or more, but less than all of the Units in Alton Neighborhood 1 as described in Article XII.

“Lot” means any unimproved portion of Alton Neighborhood 1 (and a subdivided lot of record) upon which it is intended that a Unit shall be constructed. Upon completion of construction of the Unit on a Lot, such Lot and the improvements thereon shall collectively be considered to be a Unit for purposes of this Declaration.

“Maintenance Delegation Agreement” means any agreement between the Association and the Master Association whereby the Master Association specifically grants the Association the right and obligation to improve or maintain property located within or adjacent to Alton Neighborhood 1 which is maintained by the Master Association (either on its own behalf or pursuant to a High Level Maintenance Agreement with the City, the County, SFWMD or NPBCID).

“Master Association” means Alton Property Owners Association, Inc., a Florida nonprofit corporation, its successors or assigns, being the entity responsible for the administration of the Master Documents.

“Master Association Assessments” means those assessments defined in Section 8.4.

“Master Common Areas” means those areas of common responsibility defined in Section 6.5.

“Master Declaration” means that certain Amended and Restated Master Declaration of Covenants, Easements, and Restrictions for Alton, and all exhibits thereto recorded in Official Records Book 27384, Page 0001, and all amendments thereof filed in the Public Records of the County.

“Master Documents” means the Master Declaration, the Community Restrictions attached to the Master Declaration as Exhibit “E” thereto, the Articles of Incorporation and the By-Laws of the Master Association attached to the Master Declaration as Exhibit “B” and Exhibit “C”, thereto respectively, all as now or hereafter amended, modified or supplemented.

“Master Plan” means that certain DRI/PCD plan for the development of property, as it may be revised from time to time in Declarant’s sole discretion and as approved by the City, and as more particularly described in the Master Declaration.

“Member” means a Person subject to membership in the Association pursuant to Section 6.2.

“Mortgage” means a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot or Unit. The term “Mortgagee” shall refer to a beneficiary or holder of a Mortgage.

“NPBCID” means Northern Palm Beach County Improvement District, an independent special district of the State of Florida, having jurisdiction over property within Alton Neighborhood 1.

“NPBCID Assessments” means any assessment levied by NPBCID to pay for the cost of the operation, management, maintenance and/or construction of improvements pursuant to the NPBCID Plan of Improvements.

“NPBCID Plan of Improvements” means any plan currently adopted or adopted in the future by NPBCID for the management, maintenance and/or construction of improvements located within or for the benefit of Alton Neighborhood 1, as the same may be amended from time to time.

“Occupant” means the occupant of a Unit who shall be the owner, the lessee, or their respective guest(s).

“Owner” means one or more Persons who hold the record title to any Lot or Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

“Person” means a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

“Plans” means the plans and specifications described in Section 4.4(b).

“Reviewer” means the entity having jurisdiction in a particular case submitted to the ARC as described in Section 4.3(c).

“Rules and Regulations” means the initial restrictions for all of Alton Neighborhood 1 as they may be supplemented, modified and repealed, from time to time.

“Seacoast” means Seacoast Utility Authority.

“SFWMD” means South Florida Water Management District.

“SFWMD Permit” means the SFWMD Permit No. 50-00610-S-24 approving a conceptual surface water management plan for Alton Neighborhood 1 as the same may be amended from time to time. A current copy of which is attached to the Master Declaration as Exhibit “I” for informational purposes only and may be amended by Declarant at any time and from time to time in accordance with the approval process of SFWMD.

“Single Family Unit” means a Unit that is not attached to another Unit. A Single Family Unit is not a Townhouse Unit.

“Special Assessment(s)” means assessments levied in accordance with Section 8.2.

“Specific Assessment(s)” means assessments levied in accordance with Section 8.3.

“Subsequent Amendment” means an amendment to this Declaration which subjects additional property to this Declaration, or which withdraws property previously submitted to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on any land submitted by a Subsequent Amendment to the provisions of this Declaration.

“Surface Water Management System” means all lakes, wetlands, canals and drainage facilities comprising the surface water management system located within Alton Neighborhood 1, as generally described in the SFWMD Permit and regardless of whether NPBCID, the Association or any other Person owns, operates or maintains such system.

“Townhouse Assessment(s)” means Assessments levied against the Townhouse Units to fund Townhouse Unit Expenses, as described in Section 8.1.

“Townhouse Unit(s)” means a Unit that shares common walls with other Units. A Townhouse Unit is not a Single Family Unit.

“Townhouse Unit Expense(s)” means the expenses for which the Owners of Townhouse Units are liable to the Association, if any, which include the costs and expenses incurred by the Association to benefit primarily the Owners of those Townhouse Units, and which are in addition to the Common Expenses.

“Turnover” means the date that the first of the following occurs:

(a) three months after 90% of the total Lots and Units located in Alton Neighborhood 1 contemplated to be constructed within all phases of Alton Neighborhood 1 that will ultimately be operated by a homeowners’ association have been conveyed to Persons other than Declarant or any Person(s) who succeed to the rights and liabilities of Declarant hereunder in a writing;

(b) upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents;

(c) upon Declarant filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(d) upon Declarant losing title to Alton Neighborhood 1 through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment;

(e) upon a receiver for Declarant being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or its Members;

(f) forty (40) years after the date on which this Declaration is recorded in the Public Records of the County; or

(g) when, in its discretion, the Class “B” Member so determines.

“Unit” means improved property intended for residential use, for which a certificate of occupancy has been issued by the appropriate jurisdiction and shall, unless otherwise specified, include without limitation, Townhouse Units and Single Family Units located within Alton Neighborhood. Declarant shall have the unilateral right to designate a Unit as “Townhouse Unit” or a “Single Family Unit” and such designation shall not thereafter be modified.

“Work” means the activity described in Section 4.3(a).

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS

The standards for use and conduct, maintenance, and architecture at Alton Neighborhood 1 set it apart from other developments and give it its identity. Each property owner, resident, and tenant participates in upholding such standards and can take pride in the results of that common effort. This Declaration establishes procedures for adopting, modifying, applying, and enforcing such standards while providing flexibility for the community standards to evolve as Alton Neighborhood 1 grows and changes over time.

Article 3. Rules and Regulations

3.1 Establishment.

Subject to the provisions hereof, the Board may establish reasonable Rules and Regulations concerning the use of Lots, Units, the Common Areas and facilities located thereon. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such Rules and Regulations and amendments thereto. Such Rules and Regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rule or regulation is specifically overruled, canceled or modified by the Board or in a regular or special meeting of the Association by the vote of the Members holding a majority of the total votes in the Association, provided that in the event of such vote, such action must also be approved by Declarant, for so long as Declarant owns any Lot or Unit.

3.2 Not Applicable to Declarant.

The Rules and Regulations shall not apply to Declarant or any property owned by Declarant, and shall not be applied in a manner which would prohibit or restrict the development or operation of Alton or adversely affect the interests of Declarant. Without limiting the foregoing, Declarant, and/or its assigns, shall have the right to: (i) develop and construct Lots and Units and Common Areas and related improvements within Alton, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and resale of Units and Lots), general office and construction operations within Alton; (iii) place, erect or construct portable, temporary or accessory buildings or structures within Alton for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Alton; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Alton owned by Declarant, signs or others materials used in developing, constructing, selling or promoting the sale of any portion of Alton including, without limitation, Lots and Units; (vi) excavate fill from any lakes or waterways within and/or contiguous to Alton by dredge or dragline, store fill within Alton and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to Alton and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant, are necessary for the development and sale of any lands and improvements comprising Alton.

3.3 Notice to Owners.

All Owners are given notice that use of their Lots, Units and the Common Area is limited by the Rules and Regulations as they may be amended, expanded and otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot or Unit can be affected by this provision and that the Rules and Regulations may change from time to time. All purchasers of Lots and Units are on notice that changes may have been adopted by the Association. Copies of the current Rules and Regulations may be obtained from the Association.

Article 4. Architectural Standards and Use Restrictions.

4.1 Purpose.

In order to preserve the natural setting and beauty of Alton Neighborhood 1, to establish and preserve a harmonious and aesthetically pleasing design for Alton Neighborhood, and to protect and promote the value of Alton Neighborhood 1, the Lots, Units and any and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article IV. Every grantee of any interest in a Lot or Unit, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article IV.

4.2 General.

No structure or thing shall be placed, erected, or installed upon any Lot or Unit after the date it is made subject to this Declaration, and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place on any property within Alton Neighborhood 1 after the date it is made subject to this Declaration, except in compliance with this Article and the Architectural Guidelines.

Any Owner may remodel, paint or redecorate the interior of such Owner's Unit without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structure shall be subject to approval.

All buildings constructed on any property within Alton Neighborhood 1 after the date such property is made subject to this Declaration shall be designed by and built in accordance with the plans and specifications of a Florida licensed architect unless otherwise approved by Declarant or its designee in its sole discretion.

This Article shall not apply to Declarant's activities so long as Declarant owns any portion of Alton Neighborhood 1 or any real property adjacent to Alton Neighborhood 1 or to activities of the Association prior to Turnover.

4.3 Architectural Review.

(a) By Declarant. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of Alton Neighborhood, acknowledges that as the developer of Alton Neighborhood 1 and as an Owner of portions of Alton Neighborhood 1 as well as other real estate within the vicinity of Alton, Declarant has a substantial interest in ensuring that the improvements within Alton enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell, or lease its property. Therefore, each Owner agrees that no changes shall be made to the exterior of any Unit and no other activity within the scope of this Article (collectively, "Work") shall be commenced on such Owner's Unit unless and until Declarant or its designee has given its prior written approval for such Work, which approval may be granted or withheld in the Declarant's or its designee's sole discretion.

In reviewing and acting upon any request for approval, Declarant or its designee shall be acting solely in Declarant's interest and shall owe no duty to any other Person. Declarant's rights reserved under this Article shall continue so long as Declarant owns any portion of Alton Neighborhood 1 or any real property adjacent to Alton Neighborhood 1, unless earlier terminated in a written instrument executed and recorded by Declarant.

Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder.

Declarant may, but shall not be obligated to, delegate from time to time all or a portion of its reserved rights under this Article to (i) an architectural review committee appointed by the Board (the "ARC"), or (ii) a committee comprised of architects, landscape architects, engineers or other persons who may or may not be Members of the Association. Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) Declarant's right to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of the foregoing entities shall be limited to such matters as are specifically delegated to it by Declarant.

(b) Architectural Review Committee. Upon delegation by Declarant or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ARC, shall assume jurisdiction over architectural matters hereunder. The ARC, when appointed, shall consist of no less than three (3) or more than five (5) persons. The members of the ARC need not be Members of the Association or representatives of Members.

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the ARC or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

(c) Fees; Assistance. For purposes of this Article, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer." The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant and the Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.

4.4 Guidelines and Procedures.

(a) Architectural Guidelines. Declarant may prepare the initial Architectural Guidelines, which may contain general provisions applicable to all of Alton Neighborhood 1 as well as specific provisions which may vary according to land use and housing type and from one area of Alton Neighborhood 1 to another. The Architectural Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Reviewer in considering applications hereunder. The Architectural Guidelines are not the exclusive basis for

decisions of the Reviewer and compliance with the Architectural Guidelines does not guarantee approval of any application.

Declarant shall have sole and full authority to amend the Architectural Guidelines as long as it owns any portion of Alton Neighborhood 1 or has a right to expand Alton Neighborhood 1 pursuant to Section 9.1, notwithstanding a delegation of reviewing authority to the ARC, unless Declarant also delegates the power to amend to the ARC. Upon termination or delegation of Declarant's right to amend, the ARC shall have the authority to amend the Architectural Guidelines with the consent of the Board. Any amendments to the Architectural Guidelines shall be prospective only and shall not apply in a manner to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

The Reviewer shall make the Architectural Guidelines available to Owners and Builders who seek to engage in development or construction within Alton Neighborhood 1. In Declarant's discretion, such Architectural Guidelines may be recorded, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

All Architectural Guidelines must (i) be consistent with the City's approved plans per Resolution 30, 2014, as amended from time to time and (ii) include minimum landscape standards consistent with the City's approved plans per Resolution 30, 2014, as amended from time to time.

(b) Procedures. Except as otherwise specifically provided in the Architectural Guidelines, no Work shall commence on any portion of Alton Neighborhood 1 until an application for approval has been submitted to and approved by the Reviewer. Such application shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The Architectural Guidelines and the Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The Reviewer shall make a determination on each application within thirty (30) days after receipt of a completed application and all required information. The Reviewer may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application.

Until expiration of Declarant's rights under this Article, the ARC shall notify Declarant in writing within three (3) business days after the ARC has approved any application relating to proposed Work within the scope of matters delegated to the ARC by Declarant. The notice shall be accompanied by a copy of the application and any additional information which Declarant may require. Declarant shall have ten (10) days after receipt of such notice to veto any such action, in its sole discretion, by written notice to the ARC.

The Reviewer shall notify the applicant in writing of the final determination on any application within five days thereafter or, with respect to any determination by the ARC subject to Declarant's veto right, within five days after the earlier of: (i) receipt of notice of Declarant's veto or waiver thereof; or (ii) expiration of the ten (10) day period for exercise of Declarant's veto. In the case of disapproval, the Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Reviewer fails to respond within thirty (30) days, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the ARC pursuant to this Section. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Architectural Guidelines unless a variance has been granted pursuant to Section 4.6. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project for which Plans have been approved within six (6) months after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work. Once construction is commenced, it shall be diligently pursued to completion. All Work shall be completed within one (1) year of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved Work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, Declarant or any aggrieved Owner.

The Reviewer may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

Notwithstanding anything contained in this Article to the contrary, the ARC shall receive from Declarant all City documents, plans and exhibits and shall keep an archive of such documents for its use during its architectural review and approval process. No approval by the ARC or the Reviewer may be granted that is inconsistent with the City's Resolution 30.2014. Any proposed changes or amendment to any approved City documents, plans or exhibits must be approved in advance by the City.

4.5 No Waiver of Future Approvals.

Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

4.6 Variances.

The Reviewer may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

4.7 Limitation of Liability.

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of Alton Neighborhood 1; they do not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size or of similar design.

The Reviewer shall have sole and full authority to determine matters of aesthetic judgment and the determination of the Reviewer as to such matters shall be final and shall not be subject to judicial review so long as exercised in accordance with the procedures set forth in this Article.

Declarant, the Association, the Board, any committee, or any member of any of the foregoing, shall not be held liable for soil conditions; drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not such contractor has been approved or featured by Declarant to construct homes or other structures in Alton Neighborhood 1; or any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit. In

all matters, the Board, the ARC, and the members of each shall be defended and indemnified by the Association as provided in Section 7.5.

4.8 Certificate of Compliance.

Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that there are no known violations of this Article or the Architectural Guidelines. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

4.9 Restrictions.

(a) Construction of Improvements. No Unit may be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Unit is located have been completed, and a certificate of occupancy for such Unit has been issued. No temporary house, shack, tent, or other outbuilding shall be permitted on any Lot at any time. During the continuance of construction by an Owner, such Owner shall require its contractors to maintain the Lot and Unit in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers, and the construction site shall be kept secure by the use of temporary fences during construction. Upon completion of construction, such Owner shall cause its contractors to immediately remove all equipment, tools and construction material and debris from the Lot or Unit which such construction has been completed.

(b) Building Restrictions. All buildings and other structures shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions and any applicable regulations and restrictions of applicable governmental agencies.

(c) Service Yards. Each Owner of a Lot or Unit shall provide visually screened areas to serve as service yards in which garbage receptacles, wood piles, gas and electric meters, pool equipment, air conditioning equipment and other outdoor equipment shall be located. Materials, supplies and equipment which are stored outside by Owners must be placed or stored in order to conceal them from view from roads and adjacent properties. Any such visual barrier shall consist of fencing, landscaping or planting and shall be at a height and type which is approved by the ARC in accordance with the terms of this Article IV.

(d) Exterior Appearance. All fences shall be subject to the Architectural Guidelines published by the ARC and shall be approved by the ARC prior to installation. Further, no foil or other reflective materials, bed sheets or the like or other non-standard materials shall be used on any windows for sunscreens, blinds, shades or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted without the approval of the ARC. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained unless screened completely from view on all sides from all adjoining properties and Common Areas, nor shall any clothing, rugs or

other items be hung on any railing, fence, hedge or wall. No projections of any type shall be placed or permitted to remain above the roof of any improvement except approved chimneys or vent stacks.

(e) Easements. Except as constructed by the Declarant or substantially similar replacements thereof or as provided elsewhere herein, no Unit or material improvement to a Unit shall be built or maintained upon any easement or right-of-way, and such easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

(f) Vehicles, Parking and Garages. Vehicles shall be parked only in the garages or in the driveways serving the Units or Lots or in the appropriate spaces or designated areas in which parking may be assigned, and then subject to the reasonable rules and restrictions adopted by the Board. There shall be no parking in the Alleyways behind any Unit. For the purposes of this Section, a "Truck" shall be defined as a vehicle with a bed behind the passenger cab, regardless of whether the bed is enclosed and shall not include any vehicle commonly known as an SUV. Vehicles shall not be parked overnight on roads or swales. All commercial vehicles (i.e., any vehicle which has any exterior lettering or logo, or has visible tools or equipment), recreational vehicles, trailers, campers, camper trailers, boats, watercraft, motorcycles, boat trailers, Trucks rated more than one-half ton capacity (i.e., larger than a Ford F150 or GMC 1500), motor homes, buses, non-passenger vans (i.e., any van which does not have permanent installed seating for four or more passengers and does not have windows completely circling the exterior or is in excess of seventeen (17) feet in length), or any vehicles over eighty (80) inches in height shall be parked entirely within the garage of the Unit and shall not be parked on any part of Alton Neighborhood 1, on any driveway serving any Lot or Unit, or on any designated parking space within Alton Neighborhood 1 except: (1) commercial vehicles, vans, or Trucks delivering goods or furnishing services temporarily during daylight hours and (2) upon such portions of Alton Neighborhood 1 as the Board may, in its discretion, allow. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator. No Owner shall keep any vehicle on any Lot, except fully enclosed within his or her garage, which is deemed to be a nuisance by the Board. No garage shall be used as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed. No maintenance to vehicles shall be performed on any part of Alton Neighborhood 1 or on any part of the Unit or Lot except within the garage. Garage doors shall be closed at all times when the garage of a Unit is not in use. No motorized vehicles, with the exception of motorized wheelchairs and other vehicles used to assist handicapped individuals, shall be operated on pathways or trails owned, controlled or maintained by the Association.

(g) Animals and Pets. No animals shall be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept in the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animal may be kept in the Unit, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit a bull terrier (pit bull or pit bull mix) or any dog or

dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Unit agrees to indemnify the Association and the Master Association, and hold them harmless against any loss or liability resulting from his or her, his or her family member's, or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to remove the pet.

(h) Subdivision of Unit. Lots shall not be further subdivided or separated by any Owner; and no portion less than all of any such Lot, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments. Declarant, however, hereby expressly reserves the right to subdivide, replat, or otherwise modify the boundary lines of any Lot or Lots owned by the Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable municipal subdivision and zoning regulations.

(i) Antennas. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of Alton Neighborhood 1 or upon any improvements thereon, unless expressly approved in writing by the ARC, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street and integrated with Alton Neighborhood 1 and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible dishes or antennae may, but it not obligated, submit plans and specifications for same to the Association to ensure compliance with the Association's rules, if any, governing the types of permissible antennae and restrictions relating to safety, location and maintenance of antennae.

(j) Energy Conservation Equipment. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ARC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Unit; and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the

portion of the Unit to which such equipment is installed. This provision is not intended to prohibit the use of solar energy devices.

(k) Windows, Porches and Screened Areas. All draperies, curtains, shades, or other window coverings installed in a Unit, and which are visible from the exterior of a Unit shall have a white backing, unless otherwise approved by the ARC. Porches and screened areas are intended for seating, gathering, and conversation, and are not to be used for storage of equipment, bicycles, toys, or similar personal property. The types of personal property permitted to be placed on a porch or in screened area are outdoor furniture, overhead fans, and potted plants.

(l) Additional Items Requiring the Prior Approval of the ARC. Without in any matter limiting the generality of any other provision in this Section, the following items must be approved in advance by the ARC:

(i) Basketball hoops and backboards (all basketball hoops shall be of temporary, rollaway design and shall be removed at night and stored inside the garage of a Unit);

(ii) All flagpoles and other similar items;

(iii) Lawn ornaments, exterior sculpture, fountains and other similar items;

(iv) Mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar material;

(v) Swimming pools and tennis courts;

(vi) Bicycle racks or stands;

(vii) Play equipment, unless screened completely from view on all sides from all adjoining properties, including, without limitation, swing sets, tree houses and sandboxes; and

(viii) Outdoor lighting.

(m) Lot Irrigation. Declarant will install an irrigation system, a surface water and/or effluent irrigation system or a domestic or well water irrigation system serving each Lot and the Common Areas. Every Lot and the Common Areas must participate in the use of such irrigation systems. Except for sprinkler or irrigation systems installed by Declarant, no sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other surface waters within Alton Neighborhood 1 shall be installed, constructed or operated within Alton Neighborhood 1 unless prior written approval from the Board has been obtained. Before the Board approves the installation of any alterations or improvements to a Lot that in any way affect the irrigation system, the irrigation system that will be within the improvement portion of that Lot must be rerouted, if necessary, by a professional irrigation company. In order for the Board to approve the improvement installation, a letter or other evidence by a professional irrigation company must be given to the Board at least ten (10) days before the improvement

installation stating that the effectiveness of the Alton Neighborhood 1 irrigation and drainage system will not be affected by the rerouting of the irrigation system. Should an Owner install the improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then, upon reasonable notice to the Owner, the Association may enter the Lot and conduct the necessary inspection, repair any necessary irrigation and drainage facilities and the costs of such work, together with interest thereon, may be charged to the Owner and, as charged, shall become a lien on the Lot. The water used in the irrigation system may not be suitable for drinking or water sports. Children and pets should not play in such water. Due to water quality, irrigation systems may cause staining on Units, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining. The Association may require from time to time, that Owners install, at such Owner's sole cost and expense, system(s) to prevent stains (e.g., automatic deionization systems).

(n) Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of Alton Neighborhood 1, nor shall any nuisance or odors be permitted to exist or operate upon or arise from Alton Neighborhood 1, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of Alton Neighborhood 1. Noxious or offensive activities shall not be carried on in any Lot or Unit or in any part of the Common Areas, and each Owner, his or her family, tenants, guests, invitees, servants and guests shall refrain from any act or use of a Lot or Unit or of the Common Areas which could cause disorderly, unsightly or unkempt conditions, or which could cause embarrassment, discomfort, annoyance or nuisance to the Occupants of other portions of Alton Neighborhood 1, or which could result in a cancellation of any insurance for any portion of Alton Neighborhood 1, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers (except as may be installed by Declarant or its assigns as part of their original construction), horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used or placed within Alton Neighborhood 1 without permission by the Board, which may establish restrictions on the time, place and manner of such use. Any Owner, or his or her family, tenants, guests, invitees, servants or agents who dumps or places any trash or debris upon any portion of Alton Neighborhood 1 shall be liable to the Association for the actual costs of removal thereof or the sum of \$150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any Assessment next becoming due to which such Owner and his or her Lot or Unit are subject.

(o) Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, Declarant and its agents and employees shall have the right to maintain on any property owned by Declarant and Common Areas and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale and resale of Lots and/or Units or the developing of Lots, Units and Common Areas, including, without limitation, the installation and operation of sales and construction trailers, offices, signs and model Units, all as may be approved by Declarant from time to time. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units as model residences, and to use any Unit as an office for the sale and resale of Lots and/or Units and for related activities.

(p) Traffic Regulations. THE ASSOCIATION IS HEREBY AUTHORIZED TO PROMULGATE, ADMINISTER AND ENFORCE REASONABLE RULES AND REGULATIONS GOVERNING VEHICULAR AND PEDESTRIAN TRAFFIC, INCLUDING REASONABLE SAFETY MEASURES AND SPEED LIMITS AND MODIFICATIONS OF THOSE IN FORCE ON ANY STREETS WITHIN ALTON NEIGHBORHOOD 1. THE ASSOCIATION SHALL BE ENTITLED TO ENFORCE SAME BY ESTABLISHING SUCH ENFORCEMENT PROCEDURES AS IT DEEMS APPROPRIATE, INCLUDING LEVYING FINES FOR THE VIOLATION THEREOF. In the event of a conflict between the provisions of the laws of the State of Florida, the County and the Rules and Regulations promulgated by the Association, the Association may enforce the strictest provisions. Only drivers licensed to operate motor vehicles by the State of Florida or by any other state in the United States may operate any type of motor vehicle on any street or Common Areas within Alton Neighborhood 1. All vehicles of any kind and nature which are operated on the streets in Alton Neighborhood 1 shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of Alton Neighborhood 1.

(q) Boat Docks and Use of Water Bodies. No swimming, motorized boats, use of personal flotation devices, or other use of lakes, ponds, streams or other bodies of water within Alton which are prohibited by the Rules and Regulations, if any, shall be allowed. Neither Declarant, NPBCID nor the Association shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or other bodies of water within Alton.

(r) Hazardous Materials. No reportable quantities of hazardous materials shall be used or stored at Alton Neighborhood 1.

(s) Hurricane Season. Each Unit Owner who intends to be absent from his Unit during the hurricane season (May 1 - November 30 of each year) shall prepare his Unit prior to his departure by doing the following:

(i) Removing all furniture, potted plants, and other movable objects from his yard, patio, and deck; and

(ii) Designating a responsible person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. At no time shall hurricane shutters, other than shutters installed by the Declarant, be permanently installed, without the consent of the ARC.

If approved by the ARC, temporary or permanent exterior shutters may only be closed during a Storm Event. A "Storm Event" is defined as when a hurricane or tropical storm watch has been issued for the County by the appropriate authorities.

(t) Lighting. Except for seasonal holiday decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved by the ARC.

(u) Artificial Vegetation, Exterior Sculpture, and Similar Items. Except as may be installed by Declarant or its assigns as part of their original construction, no artificial vegetation shall be permitted on the exterior of any portion of Alton Neighborhood 1. Exterior sculpture, fountains, flags, and similar items must be approved by the ARC. The display of one (1) United States flag shall be permitted, subject however, to the reasonable standards of the Association with respect to size, placement, and safety.

(v) Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of structured and channeled flow of surface water only. No obstructions or debris shall be placed in these areas. No Person, other than the Declarant, the Master Association, the NPBCID, or the SFWMD, may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. No septic tank may be installed on any Lot.

(w) Tree Removal. No trees shall be removed, except for diseased or dead trees (which shall thereafter be replaced) and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ARC.

(x) Sight Distance. All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub or planting shall be placed or permitted to remain where it would create a traffic or sight problem.

(y) Recreational Facilities. All recreational facilities and playgrounds furnished by the Association, if any, shall be used at the risk of the user, and neither Declarant nor the Association shall be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

(z) Mining and Excavation. No oil, gas, mineral or other type of mining, excavating, drilling, refining, quarrying or other similar activities of any kind shall be conducted on Alton Neighborhood 1.

(aa) Signs. Except as may be required by any applicable law, no sign of any nature or type whatsoever, including without limitation "for rent" or "for sale" signs, shall be displayed or placed on any part of Alton Neighborhood 1 without the prior approval of the ARC.

(bb) Combining Units. No more than one (1) Unit shall be located on any Lot. Lots may be combined with the prior consent of the ARC, provided only one Unit shall be placed on the combined Lots and only for so long as a unity of title agreement in form approved by the Association is recorded against both Lots.

(cc) Commercial Use. Each Lot and Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein except as set forth in this subsection. Use of any Unit for a business, trade, garage sale, moving sale, rummage sale, or similar activity shall not be allowed, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all applicable zoning requirements; (iii) the business activity does not involve door-to-door solicitation of residents of Alton; (iv) the business activity does

not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in Alton which is noticeably greater than that which is typical of Units in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of Alton and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Alton, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Residential Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of Alton or its use of any Unit which it or any Declarant owns within Alton.

(dd) Leasing of Units. Any lease for a Unit or a Casita must (i) be in writing, (ii) not be for a period of less than twelve (12) months, (iii) comply with all governmental laws, rules, ordinances and regulations; and (iv) otherwise be in compliance with the Rules and Regulations as may be promulgated and published from time to time by the Board. The Rules and Regulations may include, without limitation, rules and regulations governing the use, maintenance, parking and other responsibilities and privileges regarding the lease of a Casita and the mechanisms of enforcement afforded the Unit Owner, the Association and the Master Association in connection therewith. All such rules and regulations regarding the lease of Casitas shall be consistent with Section B.5.c.(9) of the Scripps Florida-Phase II Briger PCD Design Guidelines as approved by the City. With the exception of the lease of a Unit with an appurtenant Casita or lease of the Casita appurtenant thereto, any lease for a Unit shall be for not less than the entire Lot and all the improvements thereon. In the event a portion of a Lot (but not all of the Lot) on which a Unit with an appurtenant Casita is constructed is leased, the Owner of the Lot shall occupy either the Unit or the Casita on the Lot. Any and all lease agreements must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The Owner must make available to the lessee or Occupants copies of the Governing Documents. Any lessee or tenant shall in all respects be subject to the terms and conditions of the Governing Documents and any other applicable provisions of any other agreement, document or instrument governing Alton Neighborhood 1 or administered by the Association or any other applicable governmental law, rule or regulation. It shall be the obligation of all Unit Owners to supply the Board and the managing agent of the Association with a copy of the written lease prior to the lessee occupying the premises. A Unit Owner, by leasing his entire Unit, automatically, delegates his right of use and enjoyment of the Common Areas and facilities to his lessee; and in so doing such Owner relinquishes such rights during the term of the lease agreement. No bed and breakfast facility may be operated out of a Unit or a Casita. Specific rooms of a Unit or Casita may not be leased

on any basis. No transient tenants may be accommodated in a Unit or a Casita. No time-share or other similar arrangement is permitted. Owners wishing to lease their Unit or Casita shall be jointly and severally liable to the Association with the lessees of their Unit or Casita for any amount which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by or which is the responsibility of such lessee. All leases shall provide that the Association shall have the right (i) to terminate the lease upon default by the tenant in observing any of the provisions of the Governing Documents or any other applicable provisions of any agreement, document or instrument governing Alton Neighborhood 1 or administered by the Association, and (ii) to collect all rental payments due to the Owner and to apply same against unpaid Assessments if, and to the extent that, the Owner is in default in the payment of Assessments.

(ee) Notice of Transfer. The Unit Owner shall notify the Association in writing of his or her transfer of his or her Unit prior to such transfer furnishing the Association with the names and contact information for the transferees. After the transfer, it shall then be the responsibility of the transferee to furnish the Association with a recorded copy of the instrument of conveyance indicating the owner's mailing address for all future assessments and other correspondence from the Association. It is not the intention of this subparagraph to grant to the Association a right of approval or disapproval of purchasers. It is, however, the intent of this paragraph to impose an affirmative duty on the Unit Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records.

(ff) Firearms. The discharge of firearms, including without limitation, BB guns, pellet guns, airsoft guns, paintball guns and other firearms of all types and sizes, is prohibited. Notwithstanding anything to the contrary contained herein, the Association shall not be obligated to take action to enforce this Section.

(gg) Pools and Spas. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval of the ARC. All pools shall be adequately maintained and chlorinated. Unless installed by Declarant, no slides, or platforms shall be permitted without ARC approval. The drainage of a pool into another Lot, the Common Areas or into the waterways, canals, or Conservation Areas is prohibited.

(hh) Roofs and Pressure Treatment. Roofs, exterior surfaces, pavement areas, including, but not limited to, driveways, private sidewalks, and other improvements comprising the Unit as well as the public sidewalks, driveways and curbs adjoining each Lot or Unit shall be pressure treated as often as appropriate but in any event within thirty (30) days of notice by the ARC.

(ii) Paint. Units shall be repainted as often as needed but in any event within forty-five (45) days of notice by the ARC.

(jj) Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior

approval of the ARC, which approval shall conform to the requirements of this Declaration and/or the Architectural Guidelines.

(kk) Fences and Walls. Walls and fences on Lots must be approved in advance by the ARC in its sole discretion. Under no circumstances shall wood or vinyl fences be permitted in any part of Alton Neighborhood.

(ll) Garbage Storage/Pickup. The Board of the Association shall have the authority to promulgate Rules and Regulations to govern garbage storage and pickup within Alton Neighborhood 1.

(mm) Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Alton Neighborhood 1. Declarant and the Association shall not be responsible for any use of the facilities by anyone, including minors.

Article 5. Maintenance and Repair

5.1 Association's Responsibility.

(a) Common Areas. The Association shall maintain and keep in good repair the Common Areas as described in this Declaration in accordance with the Community-Wide Standard. The maintenance of the Common Areas shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all Common Areas, which are not publicly dedicated and maintained; all Alleyways, all road and identification signage; drainage easements and other easements; sidewalks located within rights-of-ways; sod, landscaping and other flora located on the Common Areas; and other structures and improvements situated upon the Common Area. Certain portions of the Common Areas consist of park areas, hardscapes, walls, formal lawns and bosque type landscaping that requires a special regiment of maintenance. The landscaping within the Common Areas shall, at a minimum be maintained, in accordance with the Landscape Maintenance Plan as provided by Declarant. The costs associated with maintenance, repair, replacement, insurance and operation of the Common Area shall be a Common Expense and shall be assessed equally among the Unit Owners, as part of the Common Expenses pursuant to the provisions of this Declaration.

(b) Areas of Common Responsibility. The Association shall maintain, or cause to be maintained in accordance with the terms of a Maintenance Delegation Agreement any Areas of Common Responsibility defined in such Maintenance Delegation Agreement. Without limiting the foregoing, the Association may also agree to maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. However, the Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities. The costs associated with maintenance, repair, replacement, insurance and operation of the Areas of Common Responsibility shall be a Common Expense and shall be assessed equally among the Unit Owners pursuant to the provisions of this Declaration. Upon resolution of the Board, Townhouse Units may be assessed Townhouse Assessments to fund the costs of operating,

maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Townhouse Units. This may include, without limitation, the costs of utilities as well as maintaining any signage, entry features, right-of-way and green space between the Townhouse Units and adjacent public roads regardless of ownership.

(c) Limited Common Areas. The Association may maintain certain Limited Common Areas in which event, the cost of maintenance, repair, replacement and insurance of Limited Common Areas shall be a Common Expense assessed against the Lots or Units to which the Limited Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(d) Lot Maintenance. The Association may maintain property which it does not own, including, without limitation, the lawn, landscaping materials and irrigation system installed by the Declarant on each Lot. Maintenance of the landscaping materials on the Lots by the Association may not include the replacement of landscaping within each Lot, provided, however, the Board may decide in its sole discretion to replace landscaping on a Lot without creating an obligation on the Association to replace landscaping on any other Lot. The cost to the Association of maintaining the Lots, shall be assessed as a Common Expense pursuant to the provisions of this Declaration. However, in the event any of the foregoing maintenance by the Association is required due to the negligence or willful misconduct of an Owner, the costs therefore may be assessed as a Specific Assessment against such Owner's Lot. This provision is not intended to make the Association the insurer of any Lot.

(e) Seacoast Agreement and Reclaimed Water. Declarant shall enter into a Reclaimed Water Agreement with Seacoast pursuant to which Seacoast will supply reclaimed water for the lakes within Alton. The Master Association will assume Declarant's obligations under such agreement and the costs and expenses due under such agreement shall be Common Expenses.

5.2 Owner's Responsibility.

(a) Generally. All maintenance activities not specifically undertaken by the Association as described above shall be the responsibility of each Owner who shall maintain his or her own Unit, including, without limitation, the structures, driveways, private sidewalks, and other improvements comprising the Unit as well as the public sidewalks, driveways and curbs adjoining his or her Lot or Unit in a manner consistent with the Community-Wide Standard and all applicable covenants.

(b) Failure to Maintain. In the event any Unit Owner shall fail to maintain the Lot and the improvements thereon, as provided in this Article V and in accordance with the Community-Wide Standard, the Association, after reasonable notice to the Owner, shall have the right to enter upon any Lot to repair, maintain and restore the Lot or the exterior of the Unit and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become an Specific Assessment against such Unit; provided, however, except when entry is required due to an emergency situation, the Association shall have no requirement to provide the Owner with notice prior to entry.

5.3 Owner of a Townhouse Unit's Maintenance Responsibility.

(a) Exterior Maintenance. Subject to the maintenance duties of the Association, each Owner of a Townhouse Unit shall maintain his or her own Townhouse Unit, including, without limitation, lines and equipment for utility services including water and sewer, where applicable, in good condition and repair and in a like condition, appearance, and quality as originally constructed. Notwithstanding the foregoing, the Association shall be responsible for normal and routine pressure cleaning and (where applicable) painting of the Units and boundary walls, fences, and Shared Roofing (as defined below) of a Townhouse Unit. The Association shall also be responsible for the maintenance of all buffer walls, columns and access gates constructed within the buffer zones located within property that is adjacent to the Townhouse Units. The Board shall determine the need for such cleaning and painting from time to time. All costs reasonably related to such cleaning and painting shall be collectively borne by the Owners of the Townhouse Units as a Townhouse Unit Expense.

(b) Party Walls. The Townhouse Units in a common building are Units with common walls, known as "party walls", between each Townhouse Unit that adjoins another Townhouse Unit. The center line of a party wall is the common boundary of the adjoining Townhouse Unit. The cost of maintaining each side of a party wall shall be borne by the Owner of the Townhouse Unit using such side, except as otherwise provided herein. Each adjoining owner of a party wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to such wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete forming such party wall.

(c) Party Fences. Those walls, structures, or fences, which may be constructed between two adjoining Townhouse Units and are intended to be shared by the Owners of such adjoining Townhouse Unit are to be known as and are hereby declared to be "party fences". party fences shall be the joint maintenance obligation of the Owners of the Townhouse Units bordering the fences. Each Owner of a Townhouse Unit shall have the right to full use of such fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Townhouse Unit or in any manner impair the value of such fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a party fence which faces such Owner's Unit. The cost of such maintenance and superficial repairs shall be borne solely by such Owner. In the event of damage or destruction of the party fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Owner of a Townhouse Units, the Owners of the adjacent Townhouse Units shall, at their joint expense, repair and rebuild such fence within thirty (30) days, unless extended by the Board. In the event it is necessary to repair or rebuild a party fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of such Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any

such fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Owner of a Townhouse Unit, any expense incidental thereto shall be borne solely by such wrongdoer. If the Owner of a Townhouse Unit shall refuse to repair or reconstruct the fence within thirty (30) days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner of a Townhouse Unit so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Townhouse Unit Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Lots to effect necessary repairs and reconstruction.

(d) Shared Roofing. The entire roof of the Townhouse Unit building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, fascia, soffit, and roof drainage fixtures, shall be collectively referred to as "shared roofing". The shared roofing shall not be considered Common Area. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. All Owners who make use of the shared roofing shall share the cost of reasonable repair and maintenance of such shared roofing equally. If any portion of the shared roofing is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has use of the shared roofing may restore it. If other Owners also have use of the shared roofing, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from an Owner who may have a greater liability under any rule of law regarding liability for negligent or willful acts or omissions. The right of an Owner to contribution from any other Owner under this subparagraph shall be appurtenant to the land and shall pass to such Owner's successors in title.

(e) Damage. If a Townhouse Unit is damaged solely by the negligent or willful misconduct of an Owner of a Townhouse Unit, any expense to repair or reconstruct the Townhouse Unit shall be borne solely by such wrongdoer. If a Townhouse Unit is damaged through an Act Of God or suffers some other casualty loss, the affected Owner shall promptly have his Townhouse Unit repaired and rebuilt substantially in accordance with the original architectural plans and specifications of the Townhouse Unit building, subject to the procedures of the ARC set forth herein. If the Unit Owner refuses or fails to pay the cost of such repair or reconstruction, or if insurance proceeds are insufficient to repair or rebuild the affected Townhouse Unit(s) the Association shall have the right to specially assess all Members of the Association for the costs of such repair and re-construction, and the Association shall thereafter have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building. In such event, the Association shall be entitled to choose a service provider or contractor of its choice to perform the work and shall not be required to obtain bids for the work that is performed. In the event the Association does obtain such bids, the Association shall not be required to choose the lowest bid. If the Members

are specially assessed in accordance herewith, the Association shall have the right to lien the repaired or reconstructed Townhouse Unit for a reimbursement of all expenditures of the Association in connection with the repair or reconstruction, including without limitation all repair or reconstruction costs, interest, costs, professional fees and a reasonable administrative fee. Upon payment and satisfaction of such a lien, the reimbursement of such costs and fees shall be added to the funds of the Association. The assessment and collection of such assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Specific Assessments.

(f) Modifications. No Owner of a Townhouse Unit shall paint, refurbish or modify the exterior surfaces of his Townhouse Unit without the prior written consent of the ARC. While normal cleaning, repainting and refinishing of the exterior surfaces shall be done uniformly at the same time for all Townhouse Units by the Association and as a Townhouse Unit Expense, an Owner of a Townhouse Unit may perform such cleaning, repainting or refinishing at his own expense with the prior written consent of the ARC.

5.4 Single Family Unit Owner's Maintenance Responsibility.

Unless maintained by the Association, each Owner of a Single Family Unit shall maintain the exterior of his Single Family Unit and the Lot on which the Single Family Unit is located, including, without limitation, any boundary walls, columns, gates, fences, lighting installations and lines and equipment for utility services including water and sewer, where applicable, in good condition and repair. No Owner of a Single Family Unit shall repaint, refinish or otherwise modify the exterior surfaces of the Single Family Unit without the prior written consent of the ARC. There shall be no right to remove trees, shrubs or similar vegetation from any area within Alton Neighborhood 1 without prior approval of the ARC. The Association shall be responsible for the maintenance of all buffer walls, columns and access gates constructed within the buffer zones located within property that is adjacent to the Lot on which the Single Family Unit is constructed.

So long as Declarant owns property subject to this Declaration, Declarant shall have the right to enter the Lot of any Single Family Unit and remove any fence installed thereon as Declarant, in Declarant's reasonable discretion, deems necessary in connection with any construction on an adjacent Lot. In such event, Declarant will install temporary fencing in place of the fence so removed during the duration of the construction project. After the construction is completed on the adjacent Lot, Declarant will replace and/or erect a new fence of the same size and of like materials, quality, color, function and effect as the original fence.

5.5 Homeowner's Insurance.

Each Owner of a Unit shall maintain physical damage insurance for his or her Unit in an amount equal to the full replacement value of the Unit. The Association may require that each such Owner provide proof of insurance. Each insurance policy insuring a Unit shall provide for notice to the Association upon termination or cancellation of such policy. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a Specific Assessment against such Unit.

PART THREE: ALTON COMMUNITY GOVERNANCE AND ADMINISTRATION

The Declaration establishes the Association as a mechanism by which each Owner is able to participate in the governance and administration of Alton Neighborhood 1. While many powers and responsibilities are vested in the Board in order to facilitate day-to-day management and operation, some decisions are considered of such importance that they are reserved for the Association's membership – the Owners of property in Alton Neighborhood 1.

Article 6. The Association and its Members

6.1 Function of the Association.

The Association has been established for the purpose of administering Alton Neighborhood 1 in accordance with the Governing Documents. Its responsibilities include, but are not limited to:

(a) management, maintenance, operation and control of the Areas of Common Responsibility;

(b) interpretation and enforcement of the Governing Documents;

(c) upholding the Community-Wide Standard within Alton Neighborhood 1;
and

(d) upon delegation for termination of Declarant's authority under Article IV, administering the architectural review process for Alton Neighborhood 1.

6.2 Membership.

The Owner of the fee simple title of record of each Unit shall be a mandatory member of the Association upon acceptance of a deed to his or her Unit. Membership shall continue until the Member transfers or conveys its interest of record or the interest is transferred by operation of law, at which time the membership shall automatically be conferred upon the transferee.

6.3 Association. As a Member, the Owner shall be governed by the Governing Documents; and shall be entitled to one (1) vote for each Unit owned. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised as set forth in the By-Laws. Provided, however, Declarant shall retain the right to appoint all of the directors to the Board until Turnover.

6.4 Voting.

(a) Class "A" and Class "B" Membership. The Association initially shall have two classes of membership, Class "A" and Class "B," as follows:

Class "A" Members shall be all Owners with the exception of Declarant. Declarant shall be the only Class "B" Member. Class "A" Members and the Class "B" Member

shall have the voting rights set forth in the Articles. The Class "B" Membership shall cease and terminate when Declarant ceases to own any Lot or Unit in Alton Neighborhood 1. Prior to Turnover, Declarant shall have the right to control the Association as provided herein. After Turnover, Declarant shall have the right to vote on any matter submitted to a vote of the Class "A" Members by the Board and on any other matter specifically set forth in the Governing Documents.

(b) Additional Memberships. Declarant may, by Subsequent Amendment, create additional classes of membership for the owners of Units within any additional property made subject to this Declaration, with such rights, privileges and obligations as may be specified in such Subsequent Amendment, in recognition of the different character and intended use of the property subject to such Subsequent Amendment.

6.5 Master Association. Alton Neighborhood 1 is part of a community known as Alton. The areas of common responsibility of the Master Association as (defined in the Master Documents, the "Master Common Areas") are governed by the Master Association pursuant to the Master Documents. The Master Documents also contain certain rules, regulations and restrictions relating to the use of such Master Common Areas as well as the Areas of Common Responsibility. The Association shall be a member of the Master Association and each Owner is subject to all of the terms and conditions of the Master Documents, as amended and supplemented from time to time. Among the powers of the Master Association is the power to assess the members of the Master Association for a pro-rata share of the expenses of the operation and maintenance (including the management fees relating to) of such Master Common Areas and to impose and foreclose liens in the event such assessments are not paid when due. As provided herein and in the Master Documents, the Master Association shall assess the Association the foregoing expenses as allocated to Alton Neighborhood 1. Each Unit Owner shall pay to the Association his or her share of such assessments as part of the Base Assessments. In addition, the Master Association has a lien right for collection of the foregoing assessments as provided in the Master Documents. The Association shall collect from each Owner assessments due the Master Association despite the fact that such assessments are not Common Expenses of Alton Neighborhood 1 and shall remit same to the Master Association.

6.6 Alton Recreation Association. The Community Recreation and Fitness Facility shall be used in accordance with the terms of the Alton Recreation Association Documents. The Community Recreation and Fitness Facility is not Common Area. It is owned and operated by the Alton Recreation Association and is governed by the Alton Recreation Association pursuant to the Alton Recreation Association Documents. The Alton Recreation Association Documents also contain certain rights, rules, regulations and restrictions relating to the use of the Community Recreation and Fitness Facility. The Association shall be a member of the Alton Recreation Association and each Owner is subject to all of the terms and conditions of the Alton Recreation Association Documents, as amended and supplemented from time to time. Among the powers of the Alton Recreation Association is the power and authority to assess the members of the Alton Recreation Association for a pro-rata share of the expenses of the operation and maintenance (including the management fees relating to) of the Community Recreation and Fitness Facility and to impose and foreclose liens in the event such assessments are not paid when due. As provided herein and in the Alton Recreation Association Documents, the Alton Recreation Association shall assess the Association the foregoing expenses as allocated to Alton

Neighborhood 1. Each Unit Owner shall pay to the Association his or her share of such assessments as part of the Base Assessments. In addition, the Alton Recreation Association has a lien right for collection of the foregoing assessments as provided in the Alton Recreation Association Documents. The Association shall collect from each Owner assessments due the Alton Recreation Association notwithstanding that such assessments are not Common Expenses of Alton Neighborhood 1 and shall remit same to the Alton Recreation Association.

Article 7. Association Powers and Responsibilities

7.1 Acceptance and Control of Association Property.

(a) The Association, through action of its Board, may acquire, hold, lease (as lessor or lessee), operate and dispose of tangible and intangible personal property and real property. The Board may enter into leases, licenses or operating agreements for portions of the Common Area, for such consideration or no consideration as the Board deems appropriate, to permit use of such portions of the Common Area by community organizations and by others, whether nonprofit or for profit, for the provision of goods or services for the general benefit or convenience of owners, occupants and residents of Alton Neighborhood 1.

(b) Declarant and its designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, described in Exhibit "A" and the Association shall accept any such property.

(c) The Association shall be responsible for management, operation and control of the Common Area, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Association. The Board may adopt such reasonable rules regulating use of the Common Area as it deems appropriate.

7.2 Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and within the Area of Common Responsibility to the extent that Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary

and any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, however, the Association may obtain such additional coverage and/or higher limits as are reasonably determined by the Association;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to the maximum funds that will be in the custody of the Association or its management agent at any one time. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in the exercise of its business judgment, determines advisable.

In addition, the Association may obtain and maintain property insurance on the insurable improvements for Townhouse Units which insurance shall comply with the requirements of this Section. Any such policies shall provide for a certificate of insurance to be furnished upon request to the Owner of each Townhouse Unit insured. The Association may require each Townhouse Unit Owner to obtain and maintain property insurance on the insurable improvements for his or her Townhouse Units which insurance shall comply with the requirements of this Section. Any such policies shall provide for a certificate of insurance to be furnished to the Association.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses, except that (i) premiums for property insurance on Townhouse Units shall be a Townhouse Unit Expense; and (ii) premiums for insurance on Limited Common Areas may be included in the Common Expenses for the Lots or Units to which such Limited Common Areas are assigned unless the Board reasonably determines that other treatment of the premiums is more appropriate.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the County. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.2(a). In the event of an insured loss, the deductible shall be treated as a Common Expense or a Townhouse Unit Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the

result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in Florida which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and its Members. Policies secured on behalf of Townhouse Units shall be for the benefit of the Owners of the Townhouse Units and their Mortgagees, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest as a member of the Association in the Common Area (provided, this provision shall not be construed as giving an Owner any interest in the Common Area other than that of a Member);

(vii) provide a waiver of subrogation under the policy against any Owner or occupant of a Unit;

(viii) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(ix) include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association.

In addition, the Board shall use reasonable efforts to secure insurance policies which name the Owners, collectively, as additional insureds and provide:

(x) a waiver of subrogation as to any claims against the Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(xi) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(xii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(xiii) an endorsement requiring at least ninety (90) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(xiv) a cross liability provision; and

(xv) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless Members representing at least 75% of the total votes attributable to Units entitled to use and enjoy the damaged portion of the Common Area, and the Class "B" Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such sixty (60)-day period, then the period shall be extended until such funds or information is available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners of Townhouse Units, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.2(a).

7.3 Compliance and Enforcement.

(a) Every Owner and occupant of a Unit shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in Article XIII of the By-Laws. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Unit (in the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall be assessed against the Owner of the Unit);

(ii) suspending an Owner's right to vote;

(iii) suspending any Person's right to use any recreational facilities within the Common Area;

(iv) suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than ninety (90) days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Unit in violation of Article IV and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vii) without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and the Architectural Guidelines from continuing or performing any further activities in Alton Neighborhood 1; and

(viii) levying Specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with the Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in Article XIII of the By-Laws:

(ix) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations), and entry onto any Unit for such purpose shall not be considered a trespass; and

(x) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails to perform properly his or her maintenance responsibility after written notice specifying the maintenance required and a reasonable opportunity to perform such maintenance, the Association may record a notice of violation or perform such maintenance responsibilities and assess all costs, including, without limitation, reasonable administrative fees, incurred by the Association against the Lot or Unit and the Owner as a Specific Assessment. In the event of the foregoing, the Association shall be entitled to choose a service provider or contractor of its choice to perform the work and shall not be required to obtain bids for the work that is performed. In the event the Association does obtain such bids, the Association shall not be required to choose the lowest bid.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs incurred in such action.

(b) The decision to have the Association pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action; or

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) it is not in the Association's best interest, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule, nor shall it preclude any Owner from taking action at law or in equity to enforce the Governing Documents.

The Association, by contract or other agreement, may enforce applicable town and county ordinances, if applicable, and permit the County and/or the City to enforce ordinances within Alton Neighborhood 1 for the benefit of the Association and its Members.

7.4 Implied Rights; Board Authority.

The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents,

or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

The Board may institute, defend, settle, or intervene on behalf of the Association in, mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Area of Common Responsibility, enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its members.

In exercising the rights and powers of the Association, making decisions on behalf of the Association, and conducting the Association's affairs, Board members shall be subject to, and their actions shall be judged in accordance with, the standards required by Florida law.

7.5 Indemnification of Officers, Directors and Others.

Subject to Florida law, the Association shall indemnify and defend every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify and defend shall be limited to those actions for which liability is limited under this Section.

The officers, directors, and committee members 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 or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member 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.

7.6 Safety and Security.

Each Owner and occupant of a Unit, and their respective guests and invitees shall be responsible for their own personal safety and the security of their property in Alton. The Association shall not be obligated to, maintain or support any activities within Alton designed to enhance the level of safety or security which each person provides for himself and his property. IT IS CURRENTLY CONTEMPLATED THAT ENTRANCES INTO EACH NEIGHBORHOOD, THE COMMUNITY RECREATION AND FITNESS FACILITY, AND COMMON AREAS MAY BE MONITORED BY 24 HOUR VIDEO CAMERAS AND AUDIO RECORDING DEVICES. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within Alton Neighborhood 1, nor shall either be held liable for

any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to Alton Neighborhood, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and shall be responsible for informing its tenants and all occupants of its Unit that the Association, its Board and committees, and Declarant are not guarantors of security or safety and that each Person using Alton Neighborhood 1 assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

Article 8. Association Finances

8.1 Budgeting for and Allocating Association Expenses.

(a) Preparation of Budget. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses of the Association for the coming year, to be allocated among all Lots and Units, and separate budgets reflecting the estimated Townhouse Unit Expenses for the Townhouse Units to which the Association expects to provide benefits or services during the budget period. Each budget may also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots and Units, and the amount estimated to be generated through the levy of assessments against the Lots and Units.

The estimated expenses in each budget may be based upon total anticipated expenses at the time of full build-out of Alton Neighborhood 1 as if all Units were constructed and paying assessments. The estimated expenses in each budget may include general operating reserves. If included, such reserves may be used for any expenses as the Board deems reasonably necessary and reserves shall only be collected from Owners after sale from Declarant to a third party purchaser.

Without limiting the foregoing, the Common Expenses shall include, the costs of administration for the Association, including any secretaries, accounting service, bookkeepers, or employees necessary to carry out the obligations and covenants of the Association under this Declaration, including the collection of sums owed by a particular Unit. Bulk rate charges for cable television, internet and telephone services and/or security alarm services shall be assessed as Common Expenses, if the Association becomes a party to a single billing service for any or all of the foregoing bulk services provided to all of the Owners. In a bulk rate agreement, the gross amount billed to the Association by the service provider will remain fixed for a period of time and may thereafter escalate, and the sum assessed to an Owner may vary depending on the number of Owners receiving the services. Any revenue or income received by the Association under the terms of a bulk rate agreement may be utilized to pay operating expenses of the Association and shall not be considered in determining the operating budget of and assessments due to the Association.

The Association may retain a managing company or contractors to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Common Expenses.

(b) Calculation of Base Assessments. Upon determining the total amount of income required to be generated through the levy of Base Assessments, the Association shall allocate such amount equally among all Lots and Units subject to assessment under Section 8.1 on the effective date of the budget. Each Owner's share of Common Expenses will be determined as a fraction, the numerator of which is the number of Lots or Units owned by the Owner, and the denominator of which is the platted and submitted to the Declaration. The amount allocated to each Unit shall then be levied as a Base Assessment.

Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.6(b)), which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget.

Payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

(c) Calculation of Townhouse Assessments. The total amount of estimated Townhouse Unit Expenses for each Townhouse Unit shall be allocated equally among all Townhouse Units which are subject to assessment hereunder and assessed as a Townhouse Assessment. All amounts collected by the Association as Townhouse Assessments shall be expended solely for the benefit of the Townhouse Units for which they were collected and shall be accounted for separately from the Association's general funds.

(d) Date of Commencement of Base Assessments and Townhouse Assessments. Base Assessments and Townhouse Assessments shall commence as to each Unit at the time that the title to such Unit is transferred from the Declarant to a third party purchaser, who upon receipt of title becomes a Member of the Association. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. The first Base Assessment and Townhouse Assessments shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on a Unit.

(e) Notice of Budget and Assessment. The Board shall send to each Owner either a copy of the final budget, together with notice of the amount of the Base Assessment and any Townhouse Assessment to be levied pursuant to such budget or a written notice that a copy of the budget is available upon request at no charge to the Owner. If the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

(f) Budget Revisions. The Board may revise the budget and adjust the Assessments levied pursuant thereto from time to time during the year, subject to the same notice requirements as set forth above.

(g) Initial Budget. The initial budget prepared by Declarant is not based on historical operating figures and is not a contractual statement or guaranty of actual assessments. The figures shown in the initial budget are based on good faith analysis; therefore, it is likely that the actual budget may be different once historical figures are known. Because there is no history of operation, it is impossible to predict actual Common Expenses. It is not intended that any person rely on any budget in electing to purchase a Lot or Unit. Projections in budgets are an effort to provide some information regarding future Common Expenses. Budgets do not take inflation or scopes of services into account. Reserve accounts for capital expenditures and deferred maintenance will not be initially established by Declarant, accordingly, the initial budget will not include any amounts for funding of reserves.

8.2 Special Assessments

In addition to other authorized Assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the Townhouse Units if such Special Assessment is for Townhouse Unit Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such amount, manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.3 Specific Assessments

The Association shall have the power to levy Specific Assessments against a particular Lot or Unit or Lots of Units which shall include all monetary fines, penalties, interest or other charges or fees (excluding Base Assessments and Special Assessments) levied against an Owner pursuant to the Governing Documents, or any expense of the Association, the Master Association, or the Alton Recreation Association which is the obligation of an Owner or which is incurred by the Association, the Master Association or the Alton Recreation Association on behalf of the Owner pursuant to the Governing Documents, and any expense (including without limitation attorneys' and legal assistants' fees) incurred by the Association, the Master Association or the Alton Recreation Association as a result of the failure of an Owner to abide by the Governing Documents, or to remedy or abate any emergency. Without limiting the foregoing, Specific Assessments shall include costs:

(a) to cover the costs, including overhead and administrative costs, of providing services to Lots or Units upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(b) to cover the costs, including overhead and administrative costs, of providing certain services to certain Lots and/or Units, but not all Lots and Units within Alton Neighborhood. Such Specific Assessments shall be allocated equally among the Lots and/or Units receiving such services; and

(c) to cover costs incurred in bringing the Lot or Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or Occupants of the Lot or Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (b); and

(d) to cover costs incurred or expected to be incurred by the Association to set up, clean up, provide additional security, utilities or other services in connection with any festival or other special events sponsored by the Owners or tenants of any Unit or group of Units, upon the Board's determination, in the exercise of its business judgment, that such services are necessary are appropriate.

8.4 Master Association Assessments.

The Association shall have the power and authority to collect from Owners all assessments and other charges which are levied against Units by the Master Association (the "Master Association Assessments"). The Master Association Assessments shall be collected by the Association pursuant to the procedures set forth in this Article. If the Master Association Assessments are not paid on the date when due, the provisions of the Master Declaration as to the effect of non-payment of Master Assessments, including the Master Association's lien rights, shall fully apply. The Master Assessments shall be in addition to, and not in lieu of, the Assessments and other charges levied by the Association. The rights granted to the Association by this Section shall be in addition to, and not in lieu of, those rights granted to the Association by the Master Declaration.

8.5 Alton Recreation Association Assessments.

The Association shall have the power and authority to collect from Owners all assessments and other charges which are levied against Units by the Alton Recreation Association (the "Alton Recreation Association Assessments"). The Alton Recreation Association Assessments shall be collected by the Association pursuant to the procedures set forth in this Article. If the Alton Recreation Association Assessments are not paid on the date when due, the provisions of the Alton Recreation Declaration as to the effect of non-payment of Alton Recreation Assessments, including, without limitation, the Alton Recreation Association's lien rights, shall fully apply. The Alton Recreation Assessments shall be in addition to, and not in lieu of, the Assessments and other charges levied by the Association. The rights granted to the Association by this Section shall be in addition to, and not in lieu of, those rights granted to the Association by the Alton Recreation Declaration.

8.6 Obligation for Assessments.

(a) Personal Obligation. Each Owner, by accepting a deed is deemed to covenant and agree to pay all Assessments authorized in the Governing Documents. All Assessments, together with interest (computed from its due date at a rate of 18% per annum or such higher rate as the Board may establish, subject to the limitations of Florida law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot and Unit until paid in full. Upon a transfer of title to a Lot or Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix Assessment amounts or rates or to deliver or mail each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay a Base Assessments and Townhouse Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new budget becomes effective and a new Assessment is levied pursuant thereto. Any such budget may include as an expense item any shortfall in amounts previously collected.

No Owner may exempt himself from liability for Assessments by non-use of Common Area, abandonment of his Lot or Unit, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Upon written request, the Association shall furnish to any Owner liable for any type of Assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) Declarant's Option to Fund Budget Deficits. Prior to Turnover, Declarant may satisfy its obligation for Assessments on Units which it owns either by paying such Assessments in the same manner as any other Owner or by paying the difference between the amounts of Assessments levied on all other Units subject to Assessment and any working capital, capital contributions or other sources of income collected or due to the Association and the amount of actual expenditures by the Association during the fiscal year. In the event of a surplus for any fiscal year, Declarant shall have the right to use such surplus to offset its obligation for assessments for any prior year that was previously funded or for the next fiscal year. For purposes of this Section, "surplus" shall mean the difference between the amounts of Assessments levied on all other Units subject to assessment and all other sources of income and working capital collected or due to the Association and the amount of actual expenditures by the Association during the fiscal year. Unless Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year.

Regardless of Declarant's election, Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After Turnover, Declarant shall pay Assessments on its unsold Lots and Units in the same manner as any other Owner; however, in no event shall Declarant have any obligation to pay any Assessments on its unsold Lots or Units for Master Association Assessments, Alton Recreational Association Assessments, funding reserve accounts or any cable television, internet, telephone or security alarm services.

8.7 Lien for Assessments.

The Association shall have a lien against each Lot and Unit to secure payment of delinquent Assessments, as well as interest, late charges (subject to the limitations of Florida law), and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any recorded first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual Assessment, its pro rata share of the Assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid Assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

Sale or transfer of any Unit shall not affect the Assessment lien or relieve such Unit from the lien for any subsequent Assessments. The subsequent Owner to the foreclosed Unit shall not be personally liable for Assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to Assessment under Section 8.1, including such acquirer, its successors and assigns.

8.8 Remedies. In the event any Owner shall fail to pay his or her Assessments within (15) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law.

- (a) Late Charge. To impose a late charge as determined by Board resolution.
- (b) Acceleration of Assessments. To accelerate the entire amount of any Assessments for the remainder of the year notwithstanding any provisions for the payment thereof in installments.
- (c) Attorneys' Fees and Costs. To advance on behalf of the Owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of such Owner, together with interest at the highest

rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

(d) Action in Equity. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

(e) Action at Law. To file an action at law to collect such Assessments, plus interest at the highest rate allowable by law plus costs and attorneys' fees, without waiving any lien rights or rights of foreclosure by the Association.

8.9 Authority to Assess Owners; Time of Payment.

The obligation to pay Assessments as provided for in this Article shall commence as to each Unit on the day (a) the Unit is conveyed by Declarant to a third-party purchaser, or (b) which the Board first determines a budget and levies Assessments pursuant to this Article, whichever is later. The first Base Assessment and Townhouse Assessment, if any, levied on each Unit shall be adjusted according to the number of days remaining in the fiscal year at the time Assessments commence on the Unit.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Townhouse Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.10 Exempt Property.

The following property shall be exempt from payment of Community Service Fees, Base Assessments, Townhouse Assessments, and Special Assessments:

(a) All Common Area and such portions of the property owned by Declarant as are included in the Area of Common Responsibility; and

(b) Any property dedicated to and accepted by the Master Association, the Alton Recreation Association, the City, and any governmental authority, including NPBCID or public utility.

8.11 Capitalization of Association.

Upon acquisition of record title to a Unit by the Owner thereof other than Declarant or a Builder (whether a conveyance by Declarant to the Owner or a re-sale by an Owner to a new Owner), a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to two (2) quarterly payments of the Base Assessments per Unit or in such other amount as the Board may specify which may be a flat rate from year to

year. Each Owner's capital contribution shall be collected on the closing statement for the transaction conveying the Unit and shall be remitted to the Association at that time. This amount shall be in addition to, not in lieu of, the Base Assessment and shall not be considered an advance payment of such Assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association to offset Declarant's deficit and for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the By-Laws.

8.12 Community Service Fees.

(a) Authority. The Board shall have the authority, on behalf of the Association, to establish and collect a community service fee from the transferring Owner upon each transfer of title to a Unit in Alton, which fee shall be payable at the closing of the transfer and shall be secured by the Association's lien for assessments under Section 8.7.

(b) Fee Limit. The Board shall have the sole discretion to determine the amount and method of determining any such transfer fee, which may, but is not required to, be determined based upon a sliding scale which varies in accordance with the "Gross Selling Price" of the property or another factor as determined by the Board. For the purpose of determining the amount of the transfer fee, the Gross Selling Price shall be the total cost to the purchaser of the property, excluding taxes and title transfer fees as shown by the amount of tax imposed by Palm the County.

(c) Purpose. All transfer fees which the Association collects shall be deposited into the Association's account to use for such purposes as the Board deems beneficial to the general good and welfare of Alton Neighborhood 1.

(d) Exempt Transfers. Notwithstanding the above, no community service fee shall be levied upon transfer of title to a Unit:

- (i) by or to Declarant;
- (ii) by a Builder who held title solely for purposes of development and resale;
- (iii) by the co-owner of a Unit to any Person who was also a co-owner of such Unit immediately prior to such transfer;
- (iv) to the Owner's estate, surviving spouse or child upon the death of the Owner;
- (v) to an entity wholly owned by the grantor; provided, upon any subsequent transfer of an ownership interest in such entity, the transfer fee shall become due; or
- (vi) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage.

8.13 Certificate of Payment.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such Assessment. The Association may require the advance payment of a processing fee for the issuance of such certificate.

8.14 Subsidy Contracts.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with the Declarant or other entities for the payment of some portion of the Common Expenses.

PART FOUR: COMMUNITY DEVELOPMENT

The Declaration reserves various rights to the Declarant, as the developer of Alton Neighborhood 1, in order to facilitate the smooth and orderly development of the community and to accommodate changes in the master plan for such development which inevitably will occur as the community grows and matures.

Article 9. Expansion of the Community

9.1 Expansion by Declarant.

Declarant may from time to time expand Alton Neighborhood 1 to include additional property by recording a Subsequent Amendment describing the additional property and stating the intent to subject it to the provisions of this Declaration. A Subsequent Amendment recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant.

Declarant's right to expand Alton Neighborhood 1 pursuant to this Section shall expire twenty (20) years after this Declaration is recorded. Until then, Declarant may transfer or assign this right to any Person who is the developer of a portion of Alton Neighborhood 1. Any such transfer shall be memorialized in a written, recorded instrument executed by Declarant.

Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration in any manner whatsoever.

9.2 Expansion by the Association.

The Association may also expand Alton to include additional property by recording a Supplemental Declaration describing the additional property and the intent to subject it to the provisions of this Declaration. Any such Supplemental Declaration shall require the affirmative vote of Members representing more than 50% of the Class "A" votes represented at a meeting duly called for such purpose and the consent of the owner of the additional property. In addition, so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1, Declarant's consent shall be necessary. The

Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the additional property, and by Declarant, if Declarant's consent is necessary.

9.3 Additional Covenants and Easements.

Declarant may subject any portion of Alton to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Assessments. Such additional covenants and easements may be set forth either in a Subsequent Amendment subjecting such property to this Declaration or in a separate Subsequent Amendment referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Subsequent Amendment. Any such Subsequent Amendment may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

9.4 Effect of Filing Subsequent Amendment.

A Subsequent Amendment shall be effective upon recording thereof in the Public records of the County unless otherwise specified in such Subsequent Amendment. On the effective date of the Subsequent Amendment, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

Article 10. Additional Rights Reserved to Declarant.

10.1 Withdrawal of Property.

So long as Declarant has a right to expand Alton Neighborhood 1 pursuant to Section 9.1, Declarant reserves the right to amend this Declaration for the purpose of withdrawing from the coverage of this Declaration any portion of Alton Neighborhood 1 which has not yet been improved with structures. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant.

10.2 Right to Approve Changes in Rules and Regulations.

So long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1, Declarant shall have the right to amend and modify the Rules and Regulations from time to time and no amendment to or modification of the Rules and Regulations shall be effective without prior notice to and the written approval of Declarant.

10.3 Development and Sales Activities.

Until the recording in the Public records of the County by Declarant of a written statement that all sales activity has ceased or forty (40) years from the date this Declaration is recorded, whichever is earlier:

(a) Declarant and Builders authorized by Declarant may construct and maintain upon portions of the Common Area such facilities and activities as Declarant, in its sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and authorized Builders shall have easements for access to and use of such facilities at no charge.

(b) Declarant and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Areas of Common Responsibility (except as restricted by Article XIX) for the purpose of making, constructing, and installing such improvements to the Areas of Common Responsibility as it deems appropriate in its sole discretion.

10.4 Control of and Changes in Development Plan.

Every Person that acquires any interest in Alton acknowledges that Alton is a master planned community, the development of which is likely to extend over many years, and that changes in the Master Plan will likely occur as the development of Alton proceeds. Each such Person therefore agrees not to protest, challenge or otherwise object to changes made or proposed by Declarant in the development plan or in the uses or density of property beyond the boundaries of that shown on the recorded subdivision plat applicable to the Unit in which such Person holds an interest.

10.5 Right of Approval.

So long as Declarant continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of Alton Neighborhood 1 without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

10.6 Exclusive Rights To Use Name of Development.

Declarant, for itself, its successors, and assigns, hereby reserves sole and exclusive rights in and to the name "Alton" or "Alton Neighborhood 1" and no Person shall use the name "Alton" or "Alton Neighborhood 1" or any derivative of such name in any printed or promotional material without Declarant's prior written consent. However, Owners may use the name "Alton" or "Alton Neighborhood 1" in printed or promotional matter where such term is used solely to specify that particular property is located within Alton Neighborhood 1 or is a part of Alton development and the Association shall be entitled to use the word "Alton" or "Alton Neighborhood 1" in its name.

10.7 Right to Transfer or Assign Declarant Rights.

Any or all of Declarant's special rights and obligations set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons; provided, the transfer shall not

reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed and recorded by Declarant. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

10.8 Right to Notice of Design or Construction Claims.

No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within Alton Neighborhood 1 in connection with or in anticipation of any potential or pending claim, demand or litigation involving such design or construction unless Declarant and any Builder involved in the design or construction have been first notified in writing and given an opportunity to meet with the Owner of the property to discuss such Person's concerns and conduct their own inspection.

10.9 Termination of Declarant's Rights. This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate at Turnover or the date Declarant no longer owns any Lot or Unit subject to this Declaration, whichever shall occur last.

PART FIVE: PROPERTY RIGHTS WITHIN ALTON

The nature of living in a traditional community development, with various areas intended for shared use and the proximity of various land uses to one another, requires the creation of special property rights and provisions to address the relationships between various parcels of property and the rights and responsibilities of Owners and the Association.

Article 11. Easements

11.1 Easements in Common Area.

Declarant grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The Board's right to:
 - (i) adopt rules regulating use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
 - (ii) suspend the right of an Owner to use recreational facilities within the Common Area (A) for any period during which any charge against such Owner's Unit

remains delinquent, and (B) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation, of the Governing Documents after notice and a hearing pursuant to the By-Laws;

(iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;

(iv) permit use of any Common Area by persons other than Owners, their families, lessees and guests and designate other areas and facilities within the Area of Common Responsibility as open for the use and enjoyment of the public;

(v) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(d) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Limited Common Areas," as described in Article XII.

The Owner of a Unit who resides in the Unit may extend his or her right of use and enjoyment of the Common Area to the other members of his or her household and to guests, subject to reasonable Board regulation. If the Owner of a Unit does not reside in the Unit, the Owner shall be deemed to have assigned all of the Owner's rights to use and enjoy the recreational facilities within the Common Area to the Occupants of the Unit, who may extend the privilege of use and enjoyment to their guests, subject to reasonable Board regulation.

11.2 Easements of Encroachment.

Declarant grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.3 Fire Safety Easement.

Declarant grants a "Fire Safety Easement" over and across each Lot as shown on the Plat. There shall be no structures or fencing constructed within any Fire Safety Easement except that Declarant may construct a retaining wall within the Fire Safety Easement in which event the maintenance and repair of such wall shall be the responsibility of the Owner of the Lot on which the wall is constructed. There shall be no landscaping or vegetation other than sod placed within any Fire Safety Easement.

11.4 Easements for Utilities, Development, Construction, Etc.

(a) Installation and Maintenance. Declarant reserves for itself, so long as Declarant owns any property described in Exhibit "A" of this Declaration, and grants to the Association and all governmental and utility providers, perpetual non-exclusive easements throughout Alton (but not through a structure) to the extent reasonably necessary for the purpose of:

(i) installing utilities and infrastructure to serve Alton, cable and other systems for sending and receiving data and/or other electronic signals, security and similar systems, walkways, pathways and trails, stormwater drainage systems, landscaping, irrigation systems, sanitary sewer systems, street lights and signage on property which Declarant owns or within public rights-of-way or easements reserved for such purpose on recorded plats;

(ii) inspecting, maintaining, repairing and replacing the utilities, infrastructure and other improvements described in Section 11.4(a)(i);

(iii) access to read utility meters;

(iv) removing and erecting any fencing as described in Section 5.4; and

(v) development, construction, marketing and customer service operations in a customary and reasonable fashion including the maintenance of construction and supply vehicles, staff and activities associated with development and construction, marketing and customer service operations (including the placement of signs on Alton) and the right to provide for storage and materials.

(b) Temporary Construction Easement. A temporary, non-exclusive easement is hereby created over, under, across and through each Lot along the side-yard of such Lot ("Burdened Lot"), in favor of the Owner of the Lot immediately adjacent to such Burdened Lot ("Adjacent Lot") which easement shall be for access to the rear or sides of the Adjacent Lot for construction, maintenance or repair of improvements constructed or to be constructed on such Adjacent Lot, if any. The Owner of the Adjacent Lot shall use this easement right only in a reasonable manner and only during the period of actual maintenance, repair or construction on the Adjacent Lot. The Owner of the Adjacent Lot shall not materially interfere with the Owner of the Burdened Lot's use of the Burdened Lot. The Owner of the Adjacent Lot shall restore the Burdened Lot to its original condition when the construction, maintenance or repair is complete. The Owner of the Adjacent Lot agrees to indemnify, defend and hold the Owner of the Burdened Lot harmless from any damage, loss, cost, expense (including, without limitation, reasonable costs, attorneys' fees and paraprofessional fees pretrial, at trial and at all levels of proceedings, including appeals), or claims of damage to property, personal injury, death or other matters caused directly or indirectly by or arising from the Owner of the Adjacent Lot's (and its employees, agents, contractors, subcontractors and invitees) access onto the Burdened Lot.

(c) Right to Grant Specific Easements. Declarant also reserves for itself the non-exclusive right and power to grant and record such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described in Exhibit "A". The Owner of any property to be burdened by any easement granted

pursuant to this subsection (c) shall be given written notice in advance of the grant. The location of the easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed or conditioned.

(d) Minimal Interference. All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall only be afforded to Declarant, the Association, or Owner of an Adjacent Lot after reasonable notice to the Owner or Occupant.

(e) Townhouse Units. Declarant hereby grants a perpetual easement through the attic/roof system above, on the exterior walls of, and under each of the Townhouse Units in a Townhouse Unit building for the use and benefit of any of the Owners owning Units within such Townhouse Unit building. It is expressly understood that the construction of Townhouse Units shall occur subject to the foregoing easements. These easements are for ingress, egress, installation, replacement, repair and maintenance of structural elements and utilities, including, without limitation, water, sewer, fire suppression systems, electricity, air conditioning, telephone, security, cable television and other telecommunication or mechanical services. It shall be expressly permissible for Declarant or the providing utility or service company to inspect, monitor, read meters, and install and maintain facilities and equipment for all Townhouse Units and to install and maintain equipment within the foregoing easements providing such company restores any disturbed area substantially to the condition existing prior to their activity.

(f) Easement for Structural or Non-Structural Enclosure of Utilities. Declarant hereby grants a perpetual easement over, under, across and through each Lot and the Common Areas for structural or non-structural improvements and appurtenances thereto that will be constructed by Declarant on portions of certain Lots and Common Areas in locations as may be determined by Declarant from time to time.

11.5 Easements to Serve Additional Property.

Declarant hereby reserves for itself and its duly authorized agents, successors, assigns, and mortgagees, a perpetual, nonexclusive easement over the Common Area for the purposes of enjoyment, use, access, and development of any additional property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing any and all utilities on such property.

11.6 Easements for Maintenance, Emergency and Enforcement.

Declarant grants to the Association easements over Alton Neighborhood 1 as necessary to enable the Association to fulfill its maintenance responsibilities hereunder. The Association shall also have the right, but not the obligation, to enter upon any Unit for emergency, security, and

safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

11.7 Easements for Lake and Pond Maintenance and Flood Water.

Subject to the rights of NPBCID where applicable, Declarant reserves for itself, the Association, and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Area of Common Responsibility to (a) install, operate, maintain, and replace pumps to supply irrigation water to the Area of Common Responsibility; (b) construct, improve, maintain, and repair structures and equipment used for retaining or draining water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard. Declarant, the Association, and their successors, assigns and designees shall have an access easement over and across any of Alton abutting or containing bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Units (but not the dwellings thereon) adjacent to or within fifty (50) feet of bodies of water and wetlands within Alton Neighborhood 1, in order to (a) temporarily flood and back water upon and maintain water over such portions of Alton Neighborhood 1; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Area of Common Responsibility; and (c) maintain and landscape the slopes and banks pertaining to such areas. All Persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural occurrences.

11.8 Easement to Inspect and Right to Correct.

Except for NPBCID facilities or property, Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, improvement or condition which may exist on any portion of the property within Alton Neighborhood 1, including Units, and a perpetual, nonexclusive easement of access throughout Alton Neighborhood 1 to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Unit shall be only after reasonable notice to the Owner.

11.9 Easements for Drainage Facilities.

Easements for the installation and maintenance of drainage facilities are granted to the Association, and the Declarant as shown on any plat of the Alton Neighborhood 1. Within these easement areas, no structure, planting or other material (other than sod), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting

or other material was installed by Declarant. The Association and the Master Association shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

11.10 Easements to the Master Association.

The officers, agents, employees, and independent contractors of the Master Association shall have a nonexclusive easement to enter upon any portion of the Common Areas for the purpose of performing or satisfying the duties and obligations of the Master Association, as set forth in the Master Documents.

11.11 Easements to the Alton Recreation Association.

The officers, agents, employees, and independent contractors of the Alton Recreation Association shall have a nonexclusive easement to enter upon any portion of the Common Areas for the purpose of performing or satisfying the duties and obligations of the Alton Recreation Association, as set forth in the Alton Recreation Documents.

11.12 Easements Regarding Townhouse Units.

(a) Alleyways. Declarant hereby grants a perpetual easement to each Owner of a Townhouse Unit for pedestrian and vehicular access across Alleyways located on the Common Areas where such Townhouse Unit driveway may be accessed from an Alleyway.

(b) Common Areas. Declarant hereby grants a perpetual easement over the Common Area to all Owners of a Townhouse Unit for any mechanical equipment and utilities, including, but not limited to, water, sewer, irrigation, electricity, security, telephone, cable television and other telecommunication services, air conditioning pads and air conditioning equipment. Any utility or service provider requiring access to such air conditioning pads, equipment or utilities shall likewise have the right of ingress and egress over such portions of the Common Area as may be needed to service, repair, or replace such mechanical equipment or utilities.

(c) Adjacent Townhouse Unit Lots. Declarant hereby grants a perpetual drainage and flowage easement to each Owner of a Lot on which a Townhouse Unit is constructed (the "Benefitted Lot") in, on, under, over, across and through the Lots adjacent to such Benefitted Lot (the "Burdened Lot(s)") for drainage and stormwater run-off from each Benefitted Lot (and the improvements located thereon).

11.13 Easements Regarding Single Family Units.

(a) Drainage. Declarant shall install or shall cause to be installed certain underground drainage and stormwater infrastructure on certain Lots in various locations as determined necessary by Declarant in Declarant's sole discretion ("Drainage Facilities"). Declarant hereby grants a perpetual drainage and flowage easement to each Owner of a Lot on which a Single Family Unit is constructed (the "Benefitted Lot") in, on, under, over, across and through the Lots adjacent to such Benefitted Lot (the "Burdened Lot(s)") and any Drainage Facilities located on such Burdened Lots for drainage and stormwater run-off from each Benefitted Lot (and the improvements located thereon). Declarant and the Association shall have

a perpetual non-exclusive easement to enter each Lot from time to time as determined necessary by Declarant or the Association to construct, inspect, alter, maintain, operate and repair the Drainage Facilities. Each Lot shall be kept free from obstructions, or obstacles which would prevent or hinder drainage and flowage of stormwater run-off from any Benefitted Lot and/or Declarant's or the Association's installation, maintenance and operation of the Drainage Facilities. The Owner of a Lot on which Drainage Facilities are constructed shall have a temporary non-exclusive easement to enter each adjacent Lot as reasonably necessary in the event such Owner requires such access for the purpose of maintaining repairing or replacing the Drainage Facilities.

(b) Improvements. Declarant shall install or shall cause to be installed certain improvements on Lots outside the Single Family Unit, including, without limitation, air conditioning pads, air conditioning equipment and decks, pools and pool equipment in various locations as determined necessary by Declarant in Declarant's sole discretion ("Accessory Improvements"). Each Lot on which a Single Family Unit is constructed is subject to a perpetual non-exclusive access easement for ingress and egress in favor of Declarant, the Association and any service provider requiring access to such Accessory Improvements as may be needed to service, repair, or replace the Accessory Improvements.

Article 12. Limited Common Areas

12.1 Purpose.

Certain portions of the Common Area may be designated as Limited Common Area and reserved for the exclusive use or primary benefit of Owners and occupants within a particular Units. By way of illustration and not limitation, Limited Common Areas may include entry features, recreational facilities, landscaped medians, turnabouts and closes, lakes and other portions of the Common Area. All costs associated with maintenance, repair, replacement, and insurance of a Limited Common Area shall be allocated among the Owners to which the Limited Common Areas are assigned.

12.2 Designation.

Initially, any Limited Common Area shall be designated as such in the deed conveying such area to the Association or on the subdivision plat relating to such Common Area; provided, however, any such assignment shall not preclude Declarant from later assigning use of the same Limited Common Area to additional Units, so long as Declarant has a right to subject additional property to this Declaration. Thereafter, a portion of the Common Area may be assigned as Limited Common Area upon approval of the Board. Limited Common Area may be reassigned upon approval of the Owners of those Units to which the Limited Common Area is assigned and the approval of the Owners of those Units to which it is to be reassigned. As long as Declarant owns any property subject to this Declaration or which may become subject to this Declaration, any such assignment or reassignment shall also require Declarant's written consent.

12.3 Use by Others.

Upon approval of a majority of Owners of Units to which any Limited Common Area is assigned, the Association may permit other Owners of Units to use all or a portion of such Limited Common Area upon payment of reasonable user fees.

Article 13. Property Rights

13.1 Use of Common Area.

Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board, and in accordance with procedures which it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) Right to Borrow Money. The right of the Association to borrow money for the purpose of improving the Common Area and, in connection therewith, to mortgage the Common Area.

(b) Protect Against Foreclosure or Imminent Danger. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure or an imminent danger.

(c) Suspension of Rights.

(i) The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by that Owner.

(ii) The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which such Owner is in violation of any of the Governing Documents.

(d) Maintenance. The right of the Association to maintain the Common Area.

(e) Rules and Regulations. Rules and regulations governing the use and enjoyment of the Common Area, as promulgated by the Association.

(f) Traffic Regulations. Traffic regulations governing the use and enjoyment of the road and Alleyways, as promulgated by the Association, the Master Association or the City.

(g) Dedications. The right of the Association to dedicate or transfer all, or any part, of the Common Area to any governmental or quasi-governmental agency, authority or utility.

(h) Plat Restrictions. Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Alton Neighborhood 1.

(i) Declaration. All of the provisions of the Governing Documents as same may be amended from time to time.

(j) Utility Easements. The Owners' easements of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Common Area, and (where appropriate) the Lots for present and future utility services to the Alton Neighborhood 1, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, telephone cables, security wires and street lights.

(k) Cable Television and Wireless Communication. Declarant reserves the right to lease portions of the Common Area to a service provider for the provision of internet, cable television, cable radio, cellular telephone, or similar operations.

(l) Emergency Access. In case of any emergency originating in, or threatening the Alton Neighborhood 1 or any Unit, regardless of whether the Owner is present at the time of such emergency, the Board or the Master Association, or any other person authorized by the Association or the Master Association, or the management agent under a management agreement, shall have the right to enter the Alton Neighborhood 1 or such Unit, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

13.2 Master Association Rights.

In the event of a permanent dissolution of the Association or in the event the Association fails to maintain the Areas of Common Responsibility, the Master Association may maintain the Areas of Common Responsibility and may collect assessments against Members for the costs thereof, in accordance with the Master Declaration.

13.3 Declarant's Rights.

The Owners' easements of enjoyment shall be subject to the rights reserved by Declarant, its successors or assigns, or successors in title, for future development of Alton. As a material condition for ownership of a Unit, each Owner, by accepting a deed to a Unit, releases Declarant, its successors or assigns, or successors in title, from any claim for interference with his quiet enjoyment of his Unit or the Common Area, due to the development of Alton, whether or not the construction operations are performed on the Common Area, or the Lots, and each Owner acknowledges and agrees that Declarant shall have the sole right of design, construction, development; and improvement of the Common Area, and other property owned by Declarant within Alton.

13.4 Nonexclusive Use.

(a) The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, Members of the Association) entitled to use portions of the Common Areas. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

(b) The Owners' easements of enjoyment shall be subject to easements, hereby reserved over and through the Common Area as required for the use and enjoyment of the Common Area in accordance with Section 13.4(a) above.

13.5 Title to Common Area.

Declarant shall not be required to convey title to the Common Area or any portion thereof to the Association until Turnover. Notwithstanding the manner in which title is held, the Association shall be responsible for the management, maintenance, and operation of the Common Areas, (excepting only such portions of the Common Areas which may be subject to express easements which may provide for the maintenance of such portions of the Common Areas to be provided by the easement grantee), and for the payment of all real estate taxes and other assessments which are liens against the Common Area, from and after the recording of this Declaration. On or before Turnover, Declarant, shall convey the Common Area to the Association by quitclaim deed. Declarant shall not be required to provide any title insurance or other related title documents to the Association in connection with the conveyance of the Common Areas.

13.6 Annexation of Additional Alton Neighborhood 1.

The Association shall have the power and authority to acquire and annex to the Common Areas other interests in real and personal property as it may deem beneficial to the Members. Any property acquired pursuant to this Section shall be annexed to the Common Areas by means of a Subsequent Amendment recorded in the Public Records of the County.

13.7 Implied Rights.

The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

13.8 Unit Insurance.

Each Unit Owner shall maintain a policy or policies to insure his or her Unit from all physical damage and liability losses. If a Unit is damaged by a casualty, the affected Unit Owner shall promptly have his Unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Unit. The Board shall establish periodically the minimum physical damage and liability insurance coverage and endorsements to be maintained

by each Unit Owner. Upon the request of the Association, each Owner will provide a certificate of insurance coverage to the Association to evidence compliance with the minimum physical damage and liability coverage and endorsements set by the Board.

13.9 Reconstruction and Repair after Casualty.

(a) Determination. Under ordinary circumstances, Common Area improvements which are damaged by a casualty shall be reconstructed and repaired. If a dispute arises as to whether a Common Area improvement should be repaired or reconstructed, the Board shall make the determination to repair or reconstruct. The adjoining owners shall be bound by this determination. The Association shall have the right to specially assess all members of the Association if insurance proceeds are insufficient to repair or rebuild the affected Common Areas in accordance with this paragraph. The assessment and collection of any special assessment authorized pursuant to this paragraph shall be made in accordance with the assessment powers and lien rights of the Association for Common Expenses.

(b) Plans and Specifications. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to try to assure that the general plan of development is maintained by requiring damaged Units to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed, and in any event, according to plans and specifications approved by the ARC. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair to the Common Areas, for which the Association is responsible, or if at any time during the work or upon completion of the work the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all Owners in sufficient amounts to provide funds for the payment of those costs. The Assessments shall be made as a Common Expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the Owner and not common to other Units shall be assessed to such Unit Owner.

13.10 Insurance Proceeds.

All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as trustee or to such institution in Florida with trust powers as may be designated as "Insurance Trustee" by the Board. The Insurance Trustee shall hold the proceeds for the benefit of the Unit Owners and their mortgagees in the following shares:

(a) Share of Proceeds. An undivided share for each Unit Owner, that share being the same as such Owner's undivided share in the Common Expenses.

(b) Mortgagees. If a mortgagee endorsement of an insurance policy has been issued as to a Unit, the share of the Owner shall be held in trust for the Mortgagee and such Owner, as their interests may appear; however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any such Unit shall be

reconstructed or repaired, and unless provided by the terms of the Mortgage, no Mortgagee shall have any right to apply or have applied to the reduction of a Mortgage debt any insurance proceeds except distribution of proceeds made to the Owner and the Mortgagee.

13.11 First Mortgagees.

This Article is additionally for the benefit of first Mortgagees of Units and may not be amended without the consent of all such Mortgagees.

13.12 Policy Cancellation.

All insurance policies purchased by the Association shall require the insurer to notify in writing the Association or the designated Insurance Trustee and each first Mortgagee named in any mortgage clause at least ten (10) days before it cancels or substantially changes the coverage.

13.13 Association as Agent.

The Association is irrevocably appointed agent for each Unit Owner and for each Mortgagee or other lienor of a Unit, and for each owner of any other interest in the property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

The success of Alton Neighborhood 1 as a community in which neighbors care about one another and work together for the good of the entire community requires good faith efforts to resolve disputes amicably, acknowledgment of Alton Neighborhood 1's role in and relationship to the larger community, and protection of the rights of others who have an interest in the community.

Article 14. Dispute Resolution and Limitation on Litigation

14.1 Agreement to Encourage Resolution of Disputes Without Litigation.

(a) All election disputes and recall disputes shall be resolved in accordance with the requirements of Section 720.311(1), Florida Statutes.

(b) Declarant, the Association and its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving Alton Neighborhood 1 without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (c), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 14.2 in a good faith effort to resolve such Claim.

(c) As used in this Article, the term "Claim" shall refer to any claim, grievance or dispute arising out of or relating to any matter other than those set forth in Section

14.1(a), except that the following shall not be considered “Claims” unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 14.2:

(i) any suit by the Association to collect Assessments or other amounts due from any Owner;

(ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association’s ability to enforce the provisions of Part Two of this Declaration;

(iii) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(iv) any suit in which any indispensable party is not a Bound Party; and

(v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 14.2(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

14.2 Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim (“Claimant”) against another Bound Party (“Respondent”) shall give written notice to each Respondent and to the Board stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent’s role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises)

(iii) the Claimant’s proposed resolution or remedy; and

(iv) the Claimant’s desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in Section 14.2(a) (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is

not a party to the Claim) or to an independent agency providing dispute resolution services in the Palm Beach County area. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all fees charged by the mediator.

(d) Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

14.3 Initiation of Litigation by Association.

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Members entitled to cast 75% of the total Class "A" votes in the Association, respectively, except that no such approval shall be required for actions or proceedings:

- (a) initiated prior to Turnover;
- (b) initiated to enforce the provisions of this Declaration, including collection of assessments and foreclosure of liens;
- (c) initiated to challenge ad valorem taxation or condemnation proceedings;
- (d) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- (e) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

Article 15. Mortgagee Provisions

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Units in Alton Neighborhood 1. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

15.1 Notices of Action.

An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of Alton Neighborhood 1 or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of ninety (60) days, or any other violation of the Governing Documents relating to such Parcel or Residential Unit or the Owner or Occupant which is not cured within ninety (60) days; or

(c) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

15.2 No Priority.

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

15.3 Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

15.4 Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a

written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

15.5 Construction of Article XV.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the By-Laws, or Florida law for any of the acts set out in this Article.

Article 16. Changes in Common Area

16.1 Condemnation.

If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least 67% of the total Class "A" votes in the Association and of Declarant, as long as Declarant owns any property subject to the Declaration or which may be made subject to the Declaration in accordance with Section 9.1) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking Declarant, so long as Declarant owns any property subject to the Declaration or which may be made subject to the Declaration in accordance with Section 9.1, and Members representing at least 75% of the total Class "A" votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.2(c) regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

16.2 Partition.

Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action for the partition of any portion of the Common Area without the written consent of all Owners. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

16.3 Transfer or Dedication of Common Area.

The Association may dedicate portions of the Common Area to the County, the City, or to any other local, state, or federal governmental or quasi-governmental entity or to any organization which is tax-exempt under the provisions of Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code.

Article 17. Amendment of Declaration

17.1 By Declarant.

In addition to specific amendment rights granted elsewhere in this Declaration, prior to Turnover, Declarant shall have the unilateral right to amend this Declaration as it deems appropriate, without joinder or consent of any person or entity whatsoever. Notwithstanding the foregoing, no amendments to this Declaration shall modify the rights of either NPBCID or the SFWMD under the terms of this Declaration or any exhibit attached hereto, including, without limitation, Article XX of this Declaration without the written consent of NPBCID and/or SFWMD, as applicable. With the exception of amendments to exhibits referenced in the preceding sentence, all exhibits may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

17.2 By Members after Turnover.

Except as otherwise specifically provided above and elsewhere in this Declaration, after Turnover, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 75% of the total Class "A" votes in the Association and Declarant, so long as Declarant owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1. In addition, the approval requirements set forth in Article XV shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause; so long as the Board does not deem such amendment a "material change". If the Board deems an amendment a "material change", then the percentage of votes necessary to amend such specific clause shall require the affirmative vote of Members representing at least 75% of the total Class "A" votes in the Association.

17.3 Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of the Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

17.4 Master Association and Alton Recreation Association Approval Rights to Amendments.

No amendment of this Declaration which would adversely affect the rights of the Master Association or the Alton Recreation Association shall occur unless first agreed to in writing by the Master Association or the Alton Recreation Association, as applicable.

Article 18. Termination

18.1 Consent to Termination.

This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all Unit Owners, the prior written consent of the Master Association, and upon the affirmative written consent of all Mortgagees holding mortgages encumbering Units.

18.2 Termination Documents.

If this Declaration is terminated in accordance herewith, it is hereby declared by the Declarant, and each and every Owner of a Unit by acquiring title to his Unit covenants and agrees, that the termination documents shall require:

(a) Use of Units. That all Units shall continue to be used subject to the use restrictions set forth herein.

(b) Common Areas. All Common Areas shall be owned and held in equal shares by the Unit Owners as tenants in common, and each Unit Owner shall remain obligated to pay his pro rata share of expenses to continually maintain the Common Areas.

18.3 Limitation on Termination.

The Unit Owners and their grantees, successors, and assigns by acquiring title to a Unit covenant and agree that no termination of this Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Declaration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of Declarant, the Association, the Master Association, the Owners and their respective legal representatives, heirs, successors, and assigns for such period. After this period, the Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension thereof is recorded in the Public Records of the County, an instrument signed by at least eighty percent (80%) of all Unit Owners agreeing to terminate this Declaration, upon

which event this Declaration shall be terminated upon the expiration of twenty-five (25) years or the ten (10) year extension thereof during which the termination instrument is recorded.

PART SEVEN: NPBCID AND THE SURFACE WATER MANAGEMENT SYSTEM

The affairs and governance of Alton Neighborhood 1 is subject to the jurisdiction of various governmental bodies that include without limitation the Northern Palm Beach County Improvement District and the South Florida Water Management District. These entities have various requirements that will affect and impose duties and responsibilities upon each of the Owners as well as the Association.

Article 19. NPBCID and SFWMD

NPBCID is an independent special district of the State of Florida and may be involved in the implementation and maintenance of various public benefits and improvements to the property located within Alton Neighborhood 1, all of which is located within NPBCID's Units of Development No. 2, 2A and 2C. Alton Neighborhood 1 is also subject to the conceptual surface water management plan as approved by the SFWMD, pursuant to the terms of the SFWMD Permit.

19.1 Non-Ad Valorem Assessments.

All individuals or entities owing or purchasing Lots or Units within Alton Neighborhood 1 will be obligated and responsible for paying such debt or operation/maintenance non-ad valorem assessments that have or may be assessed and levied annually by NPBCID upon the Owner's real property. These non-ad valorem assessments are in addition to county, city and all other taxes and assessments provided by law and will appear on each Owner's annual Unified Real Property Tax Bill that is issued and collected by the Tax Collector of the County.

19.2 Maintenance of NPBCID Improvements.

NPBCID has or may install, construct, operate and maintain certain road, drainage, utility, landscaping and infrastructure improvements pursuant to the NPBCID Plans of Improvements for the benefit of Alton Neighborhood 1. All NPBCID improvements will be maintained by NPBCID unless and until (i) NPBCID conveys certain road improvements to the City (upon which the City shall accept and maintain such road improvements), (ii) the Master Association enters into a High Level Maintenance Agreement with NPBCID whereby the Master Association contractually agrees to maintain all or part of such improvements, pursuant to the terms of such High Level Maintenance Agreement, or (iii) the Master Association enters into a Maintenance Delegation Agreement with the Association whereby the Association contractually agrees to maintain all or part of such improvements, pursuant to the terms of such Maintenance Delegation Agreement. To the extent that NPBCID maintains such improvements, all individuals or entities owning or purchasing Lots or Units within Alton Neighborhood 1 will pay for such operation/maintenance expenses through NPBCID non-ad valorem assessments. In the event the Master Association contracts to maintain such NPBCID improvements, then such maintenance expenses will be paid by the Owners through their Master Association Assessments. In the event the Association contracts with the Master Association to maintain such NPBCID improvements, then such maintenance expenses will be paid by the Owners through their Assessments.

19.3 Surface Water Management Systems.

Alton Neighborhood 1 is subject to a conceptual surface water management plan which has been or will be approved by the SFWMD. The Surface Water Management System for Alton Neighborhood 1 is authorized pursuant to the SFWMD Permit. Various real property interests have or will be conveyed to NPBCID for roads, stormwater retention, drainage, Conservation Areas and buffers. The entire Surface Water Management System and other NPBCID facilities constructed pursuant to the NPBCID Plan of Improvements shall be maintained by NPBCID unless the Master Association enters into a High Level Maintenance Agreement with NPBCID to maintain a portion of the Surface Water Management System and/or such other NPBCID facilities.

The Master Association may, in turn, delegate certain of its maintenance responsibilities to the Association pursuant to a Maintenance Delegation Agreement. If the Association enters into a Maintenance Delegation Agreement and the Association does not properly maintain that portion of the Surface Water Management System for which it has assumed such obligation, the Master Association shall correct the maintenance problem and assess the Association for the cost thereof. The Surface Water Management System shall be maintained in compliance with the SFWMD Permit and the rules and regulations promulgated by the SFWMD and NPBCID all as set forth in the Master Declaration.

19.4 No Easements Over NPBCID Land.

No easements in, upon, over, under or across any water body, drainage system or tract of land dedicated to, owned by, or subject to an easement in favor of NPBCID shall be granted, rather the party desiring such easement rights must apply for and obtain permits from NPBCID for any such rights.

19.5 NPBCID Land Not Subject to Assessments.

Notwithstanding anything to the contrary herein, NPBCID and all of NPBCID's interest in land within Alton Neighborhood 1 shall be exempt from all Base Assessments, Special Assessments, extraordinary special assessments and fines that may be levied by the Association. The Association is prohibited from filing or attempting to execute upon any claim of lien as to a property interest owned by NPBCID within Alton Neighborhood 1 and any such recording in the Public Records shall be deemed null and void.

19.6 Lakes, Ponds, Retention Areas and Water Bodies.

No swimming or operation of any motorized boats shall be permitted in or on any of the lakes, ponds, retention areas or other water bodies which are dedicated or deeded to NPBCID or over which NPBCID has an easement, unless previously permitted in writing by NPBCID. No removal of water nor discharge of any materials or water, nor removal or interference with aquatic vegetation or alteration of banks or shoreline of any lake, pond, canal or retention area dedicated or deeded to NPBCID or to which NPBCID has an easement is permitted, unless previously approved in writing by NPBCID. The priority function of these water bodies is surface water management, not aesthetic or recreational. Notwithstanding the preceding sentence, a permit from SFWMD will be required for withdrawal of water for irrigation and

where a permit, interlocal agreement or other agreement is in existence from or with any entity that has the right to charge for withdrawal of water for irrigation, no other approval shall be required for the removal of water in accordance with the overall IQ water irrigation system for Alton Neighborhood 1 if such IQ water irrigation system has been approved in writing by the entity having the right to charge for such removal and SFWMD. The canal and lake levels shall fluctuate based on, among other things, the amount of rainfall occurring over time and the potable well water withdrawal by Seacoast, or the utility company having jurisdiction, from the wells located within and adjacent to Alton.

19.7 NPBCID and SFWMD Approval Rights to Amendments.

No amendment of this Declaration which would amend this Article XX or otherwise materially affect NPBCID's property interest or improvements located within Alton Neighborhood 1 shall occur unless first agreed to in writing by NPBCID. Similarly, no amendment of this Declaration which would change the Surface Water Management System or any part thereof located within Alton Neighborhood 1 shall occur unless agreed to in writing by NPBCID and the SFWMD.

19.8 Use Restrictions.

Except as to governmental ownership and usage, the Master Association and the Association (if required by the Master Association) shall enforce the use restrictions of the Surface Water Management System. Activities prohibited within the Surface Water Management System shall include but not be limited to:

- (a) digging or excavations;
- (b) depositing fill, debris, or any other material or item;
- (c) constructing or altering any water control structure; or
- (d) any other construction that would modify the Surface Water Management System.

19.9 Enforcement by SFWMD.

SFWMD shall have the primary right to enforce, by a proceeding at law or in equity, the provisions contained in this Article XX and take enforcement measures including a civil action for injunction and/or penalties against the Association to compel the Master Association or the Association to correct any outstanding problems with the Surface Water Management System.

19.10 Maintenance and Monitoring.

Subject to the rights and obligations of SFWMD, NPBCID shall be responsible for the maintenance, operation and repair of the Surface Water Management System. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SFWMD, including but not limited to complying

with the “best management practices” prevailing in the area and as otherwise required by SFWMD. Any repair or reconstruction of the Surface Water Management System shall be as permitted or if modified, as approved by SFWMD and NPBCID.

NPBCID may delegate the obligation to maintain, operate and repair the Surface Water Management System to the Master Association. The Master Association may then delegate such obligations to the Association in a Maintenance Delegation Agreement; however, the Master Association shall remain responsible to NPBCID for all of the obligations notwithstanding the terms of the Maintenance Delegation Agreement. In the event the Master Association, the Association or NPBCID, as the case may be, do not have an obligation to maintain, operate or repair the Surface Water Management System in accordance with the requirements of the SFWMD Permit because the current SFWMD Permit is bifurcated in the future or because portions of Alton are no longer subject to this Declaration, then in such event, the Master Association, the Association or NPBCID, as the case may be, shall become responsible for the operation, maintenance or repair of the Surface Water Management System in accordance with their then applicable legal obligations for Alton in accordance with the rules and regulations promulgated by the SFWMD from time to time and any amended SFWMD Permit, if any. Any repair or reconstruction of the Surface Water Management System by the Master Association or the Association shall be in accordance with the SFWMD Permit unless such repair or reconstruction is otherwise approved by SFWMD and NPBCID.

19.11 Prohibition of Conservation Area Alteration.

THE CONSERVATION AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF NPBCID OR THE ASSOCIATION, AS PROVIDED HEREIN, AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION – WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE; FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

19.12 Covenant for Maintenance Assessment for Association.

Assessments by NPBCID, the Master Association or the Association, as applicable, may be used for the maintenance and repair of the Surface Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.

19.13 Conservation Areas.

Portions of Alton shall contain Conservation Areas, as required by the SFWMD, and as more particularly identified on the Master Plan, and as shown on any future plats or conservation easements recorded in Alton. NPBCID will own, operate and maintain the Conservation Areas.

The Conservation Areas for which NPBCID retains ownership shall be maintained by NPBCID unless the Master Association contracts with NPBCID for the Master Association to maintain all or part of such Conservation Areas. In the event NPBCID maintains the Conservation Areas, all individuals or entities owning or purchasing Units within Alton Neighborhood 1 will pay for such operation/maintenance expenses through NPBCID non-ad valorem assessments. In the event the Master Association contracts to maintain such Conservation Areas, then such maintenance expenses will be paid by the Owner through their Master Assessments due the Master Association. In the event the Association contracts with the Master Association to maintain such Conservation Areas, then such maintenance expenses will be paid by the Owners through their Assessments. All Owners are notified that portions of the Units may contain or lie adjacent to Conservation Areas and each Owner shall comply with all use restrictions created herein or pursuant to any conservation easements created for the Conservation Areas. NPBCID is charged with the duty of perpetually maintaining all Conservation Areas in accordance with the use restrictions as set forth in Section 19.8 hereof as well as the requirements contained in the SFWMD Permit pertaining to Alton and any subsequent conservation easements created. NPBCID is further charged with the duty to perpetually maintain all markers and signage required by the SFWMD Permit governing Alton and the NPBCID and the Association shall have a perpetual right and easement over the entire area of Alton to maintain the Conservation Areas, and all markers and signs pertaining thereto.

19.14 Lake Banks.

The Master Association may enter into High Level Maintenance Agreements with NPBCID agreeing to sod, plant and maintain the lake banks of certain lakes or stormwater retention areas. The Master Association may delegate this responsibility to the Association in accordance with the terms of the Master Declaration.

19.15 Notice Regarding NPBCID.

THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT IMPOSES ASSESSMENTS ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE ASSESSMENTS ARE IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

19.16 Wellfield Zone of Influence.

This project is located within Seacoast Utility Authority's Hood Road wellfield zone of influence. As a result, water levels in the project's lakes will fluctuate and may decline significantly at certain times as a result of the wellfield pumpage and other factors. The priority function of these water bodies is surface water management, not aesthetic or recreational. Further, it is currently contemplated that a number of Seacoast above-ground potable water production wells shall be installed within Alton and portions of the Property are subject to maintenance and access easements in favor of Seacoast for twenty-four hour access seven days a week for such wells.

PART EIGHT: EXHIBITS

Article 20. Exhibits

20.1 Exhibits.

The following Exhibits "A" - "C" are attached to this Declaration and are incorporated by this reference:

Exhibit "A" – Alton Neighborhood 1 Legal Description

Exhibit "B" – Articles of Incorporation

Exhibit "C" – Bylaws

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

WITNESSES:

M. A. Lacasse

Print Name: M. A. LACASSE

Mauricio Gallego

Print Name: MAURICIO GALLEGO

KH ALTON LLC, a Florida limited liability company

By: The Kolter Group LLC, a Florida limited liability company, its Manager

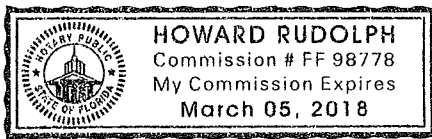
By: *John C. Csapo*
John C. Csapo, Authorized Signatory

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 21 day of December, 2015 by John C. Csapo, as Authorized Signatory of The Kolter Group LLC, a Florida limited liability company, which is Manager of KH ALTON LLC, a Florida limited liability company, on behalf of said companies, and who is [] personally known to me or [] has produced _____ as identification.

[NOTARIAL SEAL]

Notary: *Howard Rudolph*
Print Name: Howard Rudolph
Notary Public, State of Florida
My commission expires: 3/5/18

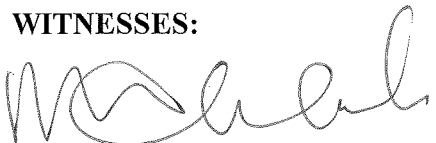


JOINDER

ALTON NEIGHBORHOOD 1 ASSOCIATION, INC. does hereby join in the Declaration to which this Joinder is attached, for the purpose of agreeing to the terms hereof.

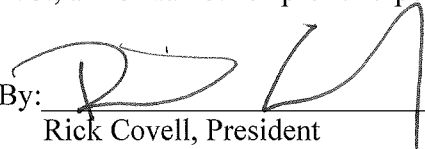
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21st day of December, 2015.

WITNESSES:


Print Name: M. A. LA CAME.


Print Name: MAURICIO GALLEGO.

ALTON NEIGHBORHOOD 1 ASSOCIATION, INC., a Florida not-for-profit corporation

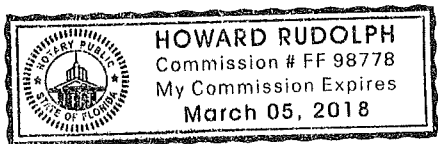
By: 
Rick Covell, President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 21 day of December, 2015 by Rick Covell, as President of ALTON NEIGHBORHOOD 1 ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:



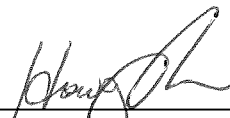
Print Name: 
NOTARY PUBLIC - STATE OF _____
Commission Number: _____
My commission expires: _____

EXHIBIT A

ALTON NEIGHBORHOOD 1 LEGAL DESCRIPTION

ALL OF THE PLAT OF ALTON NEIGHBORHOOD 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 119, PAGE 51, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT: TRACT R-1, PLAT OF ALTON NEIGHBORHOOD 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 119, PAGE 51, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT B

ARTICLES OF INCORPORATION

[See attached]

H1400094651 3

ARTICLES OF INCORPORATION
OF
ALTON NEIGHBORHOOD 1 ASSOCIATION, INC.
(a FLORIDA CORPORATION NOT FOR PROFIT)

**ARTICLES OF INCORPORATION
OF
ALTON NEIGHBORHOOD 1 ASSOCIATION, INC.**

(a Florida Corporation Not For Profit)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is ALTON NEIGHBORHOOD 1 ASSOCIATION, INC. (the "Association").
2. Principal Office. The initial principal office of the Association is at located at 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 1201 Hays Street, Tallahassee, Florida 32301. The name of the registered agent of the Association is Corporation Services Company.
4. Definitions. A declaration entitled Declaration of Covenants, Easements and Restrictions for Alton Neighborhood 1 (as amended and amended and restated from time to time, the "Declaration") has been or will be recorded among the Public Records of Palm Beach County, Florida, and shall govern all of the operations of a community to be known as Alton Neighborhood 1. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. The Association is subject to all of the terms, conditions and restrictions of that certain "Master Declaration" as defined in the Declaration, and the Association is a member of the "Master Association" as also defined in the Declaration.
5. Purpose of the Association. The purposes for which the Association is organized are to operate and manage the affairs and property of the Association, to perform all acts provided in the Declaration and applicable Florida laws, and administer the interests of the Association and the Owners. The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or any individual person, firm or corporation.
6. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in applicable law and the Declaration, have all powers, privileges, and duties allowed by law and/or which are reasonably necessary to discharge its obligations, including, without limitation, the following:
 - 6.1 To perform all the duties and obligations of the Association as set forth in the Declaration, these Articles of Incorporation and the By-Laws.
 - 6.2 To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles of Incorporation, the By-Laws, and the rules, covenants, conditions, restrictions, regulations, and/or agreements governing or binding the Association.
 - 6.3 To fix, levy, collect and enforce payment by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles of Incorporation and the By-Laws.
 - 6.4 To operate and maintain any Common Areas.

6.5 To pay all Common Expenses and Association expenses including, without limitation, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of the Association.

6.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association, except as limited by the Declaration.

6.7 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

6.8 To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines, subject only to requirements set forth in the Declaration, if any.

6.9 To participate in mergers and consolidations with other non-profit corporations organized for the same purpose.

6.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Alton Neighborhood 1, the Common Areas and Lots and Units as provided in the Declaration, and to effectuate all of the purposes for which the Association is organized.

6.11 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida that, as a homeowners' association, operates a community may, now or hereafter, have or exercise, including all powers under Chapters 617 and 720, Florida Statutes.

6.12 To employ personnel and retain independent contractors to contract for management of the Association, Alton Neighborhood 1 and the Common Areas as provided in the Declaration, and to delegate in such contract all or any part of the powers and duties of the Association.

6.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and Alton Neighborhood 1, as provided in the Declaration including, without limitation, telecommunication services, maintenance, garbage pick-up, and utility services. The foregoing rights shall not be deemed to impose any obligation on the Association to provide such services. Neither the Board of Directors of the Association nor any manager or management company hired or retained by the Board shall approve any contract with a contingency payment or payment provisions without the approval of the Members.

6.14 To establish committees and delegate certain of its functions to those committees.

6.15 To enter into agreements and/or contracts with the Master Association, including, without limitation, Maintenance Delegation Agreements under which the Association shall perform certain maintenance, management and/or other agreed-upon services.

6.16 To vote on all matters that require a member vote pursuant to the terms of the Master Declaration.

6.17 To collect all "Assessments," as defined in the Master Declaration, and remit same to the Master Association in accordance with the terms of Section 7.7 of the Master Declaration.

The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services stated in these Articles of Incorporation as the Board shall authorize.

7. Association Lawsuits. The Board shall have no duty to bring suit against any party, and the Board is permitted to apply a rule of reasonableness when determining whether to bring suit against any party.

8. Members. The Members of the Association shall consist of Declarant (for as long as it owns a Lot or Unit in Alton Neighborhood 1) and the record property Owners of all of the Lots and Units in Alton Neighborhood 1, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be established effective immediately upon becoming an Owner; provided, however, that such new Member's rights shall not become effective until the new Member presents the Association with a recorded copy of the deed of conveyance or other muniment of title conveying the title to the Unit so conveyed, and such membership shall pass with title to the Lot or Unit in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Lot or Unit. Each and every Member shall be entitled to the benefits of membership and shall be bound to abide by the provisions of these Articles of Incorporation, the Declaration and the By-Laws of the Association, as amended from time to time.

9. Classes of Members, Voting and Assessments.

9.1 The Association shall have two (2) classes of membership (Class A and Class B) as follows:

(a) Class A Members shall be all those Owners as defined in Section 8 hereof with the exception of Declarant. Prior to Turnover (as defined in the By-Laws), Class A Members shall have no voting rights, unless otherwise set forth in the Declaration or the Board of Directors requests the vote of the Members on any action. After Turnover, Class A Members shall be entitled to one (1) vote for each Lot or Unit owned in which they hold the interests required for membership by Section 8 hereof. Two Lots may be combined to form one (1) Unit in accordance with the terms of the Declaration, in which event the Owner shall have a total of only one (1) vote for such Lot or Unit. When more than one person holds such interest or interests in any Lot or Unit, all of such persons shall be Members, and the vote for such Unit shall be exercised as they among themselves determine, but, in no event shall more than one vote be cast with respect to any such Lot or Unit.

(b) Declarant shall be the only Class B Member. Declarant, as the Class B Member, shall be entitled to one (1) vote for each Lot or Unit which Declarant owns in Alton Neighborhood 1. The Class B Membership shall cease and terminate when Declarant ceases to own any Lot or Unit in Alton Neighborhood 1. Prior to Turnover, Declarant shall have the right to control the Association as provided in the Declaration. After Turnover, Declarant shall have the right to vote on any matter submitted to a vote of the Class A Members by the Board of Directors and on any other matter specifically set forth in these Articles of Incorporation, the Declaration or the By-Laws.

9.2 The By-Laws of the Association shall provide for an annual meeting of Members and may make provisions for regular and special meetings of Members other than the annual meeting. Unless a greater or lesser vote is specifically required according to these Articles of Incorporation or the Declaration, the affirmative vote of at least a majority of the votes entitled to be cast of the Members present or represented at any meeting of the Members duly called at which a quorum has been attained,

shall be binding upon the Members. Prior to Turnover, a quorum shall be established by Declarant's presence, in person or by proxy at any meeting. After Turnover, a quorum for the transaction of business at any meeting of Members shall exist if thirty percent (30%) of the total number of votes entitled to be cast by the Members shall be present or represented at the meeting. Fractional voting is prohibited. There shall be no cumulative voting.

9.3 After Turnover, the Members shall be entitled to vote on the following matters: (i) any amendment to these Articles of Incorporation, in accordance with these Articles of Incorporation; (ii) the election of directors, in accordance with these Articles of Incorporation; (iii) the dissolution and liquidation of the Association, in accordance with these Articles of Incorporation; (iv) the amendment of the Declaration, where such amendment requires the consent of the Members pursuant to the terms of the Declaration; (v) the decision to commence or prosecute a judicial or administrative proceeding by the Association pursuant to the terms of the Declaration; and (vi) any other matter the Board of Directors elects to submit to a vote of the Members.

9.4 The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration.

10. Board of Directors.

10.1 The affairs of the Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) members. The number of directors may be increased or decreased from time to time as the Board of Directors may determine; however, the number of directors shall not be less than three (3). Prior to Turnover, Directors need not be Members of the Association and need not be residents of Alton Neighborhood 1; thereafter, Directors shall be Members of the Association (except for any Director who is appointed by Declarant).

10.2 Prior to Turnover, all Directors shall be appointed by Declarant and Declarant shall have the right to remove any Director, with or without cause. Any Director appointed by Declarant shall serve at the pleasure of Declarant. Prior to Turnover, all vacancies in the Board of Directors shall be filled by a majority vote of the remaining Directors.

10.3 After Turnover, Directors shall be elected by the Members of the Association at the annual meeting of the membership as provided in the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election of Directors. Election shall be by majority vote of the votes entitled to be cast by the Members at any meeting where a quorum is present or represented. Notwithstanding anything to the contrary herein, at any time that Declarant owns at least five percent (5%) of the Lots in Alton Neighborhood 1, Declarant shall have the right to appoint one Director. Directors elected by the Members shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office. After Turnover, all vacancies shall be filled by a majority vote of the remaining Directors; provided, however, that if the Director appointed by Declarant is removed or resigns from office, Declarant shall have the right to fill the vacancy created by the removal or resignation of such Director if Declarant has the right to appoint one Director at such time.

10.4 The names and addresses of the current members of the Board, who shall hold office until their successors are appointed or elected or otherwise removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Rick Covell	701 S. Olive Avenue Suite 104

West Palm Beach, FL 33401

John Csapo

701 S. Olive Avenue
Suite 104
West Palm Beach, FL 33401

James B. Traxinger

701 S. Olive Avenue
Suite 104
West Palm Beach, FL 33401

11. Dissolution.

11.1 Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:

(a) Real property contributed to the Association without the receipt of other than nominal consideration by Declarant (or its successors in interest) shall be returned to Declarant (whether or not a Member at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

(b) Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of Directors of the Association to be appropriate for dedication and which the authority is willing to accept; and

(c) The remaining assets shall be distributed among the Members, as tenants in common, each Member's share of the assets to be determined in accordance with his or her voting rights.

11.2 Prior to Turnover, the dissolution may be authorized by the Board of Directors, by a majority vote of the Directors then in office. After Turnover, the Board of Directors must adopt a resolution recommending that the Association be dissolved and directing that the question of such dissolution be submitted to a vote at a meeting of the Members entitled to vote thereon (unless the Board of Directors determines that because of a conflict of interest or other substantial reason it should not make any recommendation). Written notice stating the purpose, or one of the purposes, of such meeting is to consider the advisability of dissolving the Association must be given to each Member entitled to vote at such meeting in accordance with the terms of these Articles of Incorporation. A resolution to dissolve the Association shall be adopted by receiving at least two-thirds (2/3) of the votes that Members present or represented at such meeting are entitled to cast.

12. Duration. The Association's existence shall be perpetual.

13. Amendment(s).

13.1 General Restrictions on Amendment(s). Notwithstanding any other provision herein to the contrary, no amendment to these Articles of Incorporation shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded among the Public Records.

13.2 Amendment(s) Prior to Turnover. Prior to Turnover, Declarant shall have the right to amend these Articles of Incorporation as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section 13.2 is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles of Incorporation

prior to Turnover, the Association must first obtain Declarant's prior written consent to any proposed amendment. After receiving Declarant's written consent to the proposed amendment, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendment after Turnover. After approval of the amendment by the Board, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3 Amendment(s) After Turnover. After Turnover, these Articles of Incorporation shall be amended, subject to the general restrictions of amendments set forth above, with(i) the approval of two-thirds percent (66-2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person and by proxy) at a duly called meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these Articles of Incorporation may be amended after Turnover by a two-thirds percent (66-2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

14. Limitations.

14.1 Declaration is Paramount. No amendment may be made to these Articles of Incorporation which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

14.2 Rights of Declarant. There shall be no amendment to these Articles of Incorporation which shall abridge, reduce, amend, affect or modify the rights of Declarant.

14.3 By-Laws. These Articles of Incorporation shall not be amended in a manner that conflicts with the By-Laws adopted by the Association.

15. Officers. The Board shall elect as President, Secretary, Treasurer, and as many Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the current Officers, who shall serve until their successors are elected by the Board are as follows:

Rick Covell	-	President
James B. Traxinger	-	Vice President/Treasurer
John Csapo	-	Secretary

16. Indemnification of Officers and Directors. Provided the person proposed to be indemnified satisfies the requisite standard of conduct for permissive indemnification by a corporation not for profit as set forth in the applicable provisions of the Florida Not For Profit Corporation Act, as the same may be amended from time to time, the Association shall indemnify its Officers and Directors, and may indemnify its employees and agents, to the fullest extent permitted by the provisions of such law, as the same may be amended and supplemented, from and against any and all of the expenses or liabilities incurred in defending a civil, criminal, administrative or investigative action, suit or proceeding (other than in an action, suit or proceeding brought by the Association upon authorization of the Board of Directors and Members) or other matters referred to in or covered by such provisions, including advancement of expenses prior to the final disposition of such proceedings and amounts paid in settlement of such proceedings, both as to actions in their official capacities and as to actions in any other capacity while an Officer, Director, employee or other agent. Expenses (including attorneys' fees) incurred by an Officer or Director in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Director or Officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the

Association as authorized in this Section. Such expenses (including attorneys' fees) incurred by other employees and agents shall also be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate. The indemnification and advancement of expenses provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of Members or Directors or otherwise, both as to actions in their official capacity and as to actions in another capacity while holding such office. Such indemnification shall continue as to a person who has ceased to be a Director, Officer, employee or agent, and shall inure to the benefit of the heirs and personal and other legal representatives of such a person. Except as otherwise provided above, an adjudication of liability shall not affect the right to indemnification for those indemnified. This Section shall apply only to persons for whom the Association is authorized to provide indemnification under applicable law.

17. Transactions in Which Directors or Officers are Interested Parties. No contract or transaction between the Association and any one (1) or more of its Directors and/or Officers or Declarant, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Officers and/or Directors is an officer, director, or employee, or is otherwise affiliated or holds an interest in such entity (whether or not legally recognized), shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officer's or Director's vote is counted for such purpose. No Director or Officer shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors or Officers shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorizes the contract or transaction. Notwithstanding anything to the contrary in this Section 17, no such contract or transaction shall violate Section 720.303(12), Florida Statutes, which, among other things, prohibits the direct receipt by any director, officer or committee member of any homeowners' association of any salary or other compensation for the performance of his or her duties as a director, officer or committee member.

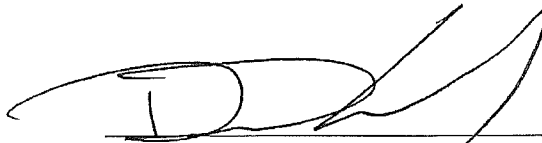
18. Incorporator.

The name and address of the Incorporator is as follows:

Rick Covell
701 S. Olive Avenue
Suite 104
West Palm Beach, FL 33401

19. Severability. Invalidation of any of the provisions of these Articles of Incorporation by judgment or court order shall in no way affect any other provision, and the remainder of these Articles of Incorporation shall thereafter remain in full force and effect.


IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation as of the 21st day of April, 2014.


Rick Covell, Incorporator

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

ALTON NEIGHBORHOOD 1 ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA HAS NAMED CORPORATION SERVICE COMPANY, WHOSE ADDRESS IS 1201 HAYS STREET, TALLAHASSEE, FLORIDA 32301, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

ALTON NEIGHBORHOOD 1 ASSOCIATION, INC.

By: 
Rick Covell, President

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

Registered Agent:

CORPORATION SERVICE COMPANY

/s/ Carina S. Dunlap

By: _____
Carina S. Dunlap
Assistant Vice President

Dated: April 21, 2014

EXHIBIT C

BYLAWS

[See attached]

BY-LAWS
of
ALTON NEIGHBORHOOD 1 ASSOCIATION, INC.
(a Florida corporation not for profit)

ARTICLE I
DEFINITIONS

Section 1. The term "Association" as used herein, shall mean Alton Neighborhood 1 Association, Inc., a Florida corporation not for profit, its successors or assigns.

Section 2. All terms which are defined in the DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR ALTON NEIGHBORHOOD 1, recorded in the Public Records of Palm Beach County, Florida, and any amendments or supplements thereto (hereinafter referred to as the "Declaration") and the Articles of Incorporation of the Association, shall be used herein with the same meanings as defined in the Declaration or Articles of Incorporation, as the case may be.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 701 S. Olive Avenue, Suite 104, West Palm Beach, FL 33401, Attn: Association President, or at such other place as may be established by resolution of the Board of Directors.

ARTICLE III
MEMBERS' VOTING RIGHTS

Section 1. Voting rights shall be set forth in the Articles of Incorporation.

Section 2. Every Owner of a Lot or Unit shall be deemed to have membership in the Association. No Person who holds an interest in a Lot or Unit only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot or Unit. There shall be one vote appurtenant to each Lot or Unit. For the purposes of determining who may exercise the voting rights associated with each Lot or Unit, the following rules shall govern:

(a) If a Lot or Unit is owned by husband and wife, either the husband or wife (but not both) may exercise the voting rights with respect to a Lot or Unit. In the event the husband and wife cannot agree, neither may exercise the voting rights.

(b) In the event that any trust owns a Lot or Unit, the Association shall have no obligation to review the trust agreement with respect to such trust. The Association shall be governed by the following examples with respect to trusts:

(i.) If a Lot or Unit is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot or Unit for all Association purposes.

- (ii.) If the Lot or Unit is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Lot or Unit for all Association purposes.
- (iii.) If the Lot or Unit is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Lot or Unit for all Association purposes.
- (iv.) If the Lot or Unit is owned by the Jones Family Trust, the Jones Family Trust may not exercise its voting rights unless it presents to the Association the identification of the person who should be treated as the Member with respect to the Lot or Unit for all Association purposes.
- (v.) If Robert Smith and Laura Jones, as Trustees, hold title to a Lot or Unit, either trustee may exercise the voting rights associated with such Lot or Unit in the absence of a designation signed by both trustees that only one such trustee is authorized to vote. In the event of a conflict between trustees, the voting rights for the Lot or Unit in question cannot be exercised.
- (vi.) In the event that any other trust ownership is presented to the Association, the decision of the Board as to who may exercise the voting rights with respect to any Lot or Unit shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis.

(c) If a Lot or Unit is owned by a corporation, the corporation shall designate a person that is an officer, employee, or agent who shall be treated as the Member who can exercise the voting rights associated with the Lot or Unit.

(d) If a Lot or Unit is owned by a limited liability company, the limited liability company shall designate a person that is a member, manager, officer or agent who shall be treated as the Member who can exercise the voting rights associated with the Lot or Unit.

(e) If a Lot or Unit is owned by a limited partnership, any one of the general partners may exercise the voting rights associated with such Lot or Unit. By the way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such a limited partnership. If a Lot or Unit is owned by a general partnership, any one of the general partners may exercise the voting rights associated with such Lot or Unit. In the event of a conflict among the general partners entitled to exercise the voting rights, the voting rights for such Lot or Unit cannot be exercised.

(f) If a Lot or Unit is owned by more than one individual, any one such individual may exercise the voting rights with respect to such Lot or Unit. In the event that there is a conflict among such individuals, the voting rights for such Lot or Unit cannot be exercised.

(g) The Association may act in reliance upon any writing or instrument or signature,

whether original, facsimile or email (e.g., PDF), which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of voting rights, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise voting rights. In addition, the Board may impose additional requirements respecting the exercise of voting rights (e.g., the execution of a voting certificate).

ARTICLE IV **BOARD OF DIRECTORS**

Section 1. The affairs of the Association shall be managed by a Board of Directors consisting of an odd number with no less than three (3) persons and no more than nine (9) persons as determined by the Board at least sixty (60) days in advance of any annual Member meeting. The Board shall have the right to determine the number of Board members. Board members appointed by Declarant need not be Members of the Association. Board of Directors elected by the other Members must be Members of the Association.

Section 2. Declarant shall have the right to appoint the initial Board of Directors and thereafter a majority of the members of the Board of Directors prior to Turnover.

Section 3. "Turnover" shall occur upon the earlier of:

- (a) the date that is three (3) months after ninety percent (90%) of the total Units contemplated to be constructed within Alton Neighborhood 1 that will ultimately be operated by the Association have been conveyed to Persons other than Declarant or any Person who succeeds to the rights and liabilities of Declarant hereunder in a writing;
- (b) upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents;
- (c) upon Declarant filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;
- (d) upon Declarant losing title to Alton Neighborhood 1 through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment;
- (e) upon a receiver for Declarant being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or its Members;

- (f) forty (40) years after the date on which this Declaration is recorded in the public records of Palm Beach County, Florida; or
- (g) when, in its discretion, Declarant so determines.

Section 4. No Director shall receive compensation for any service rendered as a Director to the Association; provided, however, any Director may be reimbursed for actual expenses incurred as Director.

Section 5. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

Section 6. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that Declarant, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Declarant. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall serve until his successor shall have been elected and/or appointed and qualified.

Section 7. Except to the extent prohibited by law, the Board of Directors shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though at a meeting of the Directors.

ARTICLE V

ELECTION OF DIRECTORS;

Section 1. Subject to Article IV, Section 2 above:

- (a) Election to the Board of Directors shall be by written ballot (including votes submitted by proxy) as hereinafter provided. At an election, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Election shall be by plurality vote.
- (b) Nominations for election to the Board of Directors may be made from the floor by Members at the time of the meeting, or by other means permitted by the Board of Directors.
- (c) An election is not required unless more candidates are nominated than vacancies exist.
- (d) A Person who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board of Directors membership. A person who has been convicted of any felony in this Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed

in Florida, is not eligible for Board of Directors membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board of Directors.

- (e) All elections to the Board of Directors shall be made by written ballot (or by proxy) which shall:
 - (i) describe the vacancies to be filled; and
 - (ii) set forth the names of those nominated as provided in Section 1(b) above.

Section 2. Each Member shall receive as many ballots as he has votes. Notwithstanding that a Member may be entitled to several votes, he shall exercise on any one (1) ballot only one (1) vote for each vacancy shown thereon. The completed ballots may be returned by mail to the Secretary or filed with the Secretary at the annual or special meeting of the Members. Only those ballots received by the Secretary on or before the date of the meeting shall be counted.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have the power:

- (a) To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of ten percent (10%) of the entire voting membership, as provided in Article X, Section 2 hereof.
- (b) To appoint and remove all Officers, agents and employees of the Association, except those appointed by Declarant; prescribe their duties; fix their compensation, if any; and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.
- (c) To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to the Members in the Declaration.
- (d) In the event that any member of the Board of Directors of the Association (other than a member appointed by Declarant) shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the seat of the absent Director to be vacant.
- (e) To employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services stated in these By-laws as the Board of Directors shall authorize.

Section 2. It shall be the duty of the Board of Directors:

- (a) To cause to be kept minutes of all its acts and corporate affairs.

- (b) To supervise all Officers, agents and employees of the Association.
- (c) To prepare financial reports required by the Florida Statutes.
- (d) To exercise all powers to vote, except where the Declaration, the Articles of Incorporation, or these By-Laws specifically require a vote of the Members.
- (e) To fix the amount of assessments against each Lot and Unit for each assessment period at least thirty (30) days in advance of the Association's fiscal year or January 1st of each year.
- (f) To prepare a roster of Owners of each Lot and Unit and the assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member at reasonable times.
- (g) To issue, or to cause any appropriate Officer (or any authorized agent) to issue, upon demand by any interested person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 3. Until Turnover, Declarant shall have and is hereby granted the right to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board of Directors, the ARC, any committee of the Association, or the vote of the Members. This right may be exercised by Declarant at any time within ten (10) days following a meeting held pursuant to the terms and provisions thereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board or any committee of the Association.

Section 4. The Board shall have the right to delegate certain of its duties to a management agent, including, without limitation, the preparation of financial reports and preparation of a roster of Owners.

ARTICLE VII

DIRECTORS' MEETING

Section 1. A regular meeting of the Board of Directors shall be held at least semi-annually. A regular meeting of the Board of Directors shall also be held immediately following the regular annual meeting of the Members. Meetings of the Board shall be open to all Members of the Association.

Section 2. If the day for the regular meeting of the Board of Directors shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any two Directors after not less than three (3) days' notice to each Director.

Section 4. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board of Directors cannot be immediately convened to determine a course of action, the President or, in his absence, any other Officer or Director, shall be authorized to take such action on behalf of the Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditures of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of Officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation of meeting of the Board of Directors convened to act in response thereto.

Section 5. The transaction of any business at any meeting of the Board of Directors, 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 quorum is present, and if either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

Section 6. A majority of the Board of Directors shall constitute a quorum thereof.

Section 7. The Board of Directors shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes will be cast.

Section 8. Nothing herein shall restrict or prohibit members of the Board of Directors from participation in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

Section 9. Notices of meetings of the Board shall be posted in a conspicuous place in Alton Neighborhood 1 at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in Alton Neighborhood 1, notice of each board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. The Board may adopt a reasonable alternative to posting or mailing of notice for each meeting of the Board, including publication of notice, provision of a schedule of Board meetings, or the conspicuous posting and repeated broadcasting of the notice on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically in Alton Neighborhood 1, the notice must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Notice of meetings of the Board by electronic transmission, shall be allowed; however, a Member must consent in writing to receiving notice by electronic transmission.

ARTICLE VIII
OFFICERS

Section 1. The Officers of the Association shall be a President, a Secretary and a Treasurer and such other Officers as may be deemed necessary or appropriate by the Board of Directors. The President shall be a member of the Board of Directors.

Section 2. The Officers shall be chosen by a majority vote of the Board of Directors.

Section 3. All Officers shall hold office during the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, leases, mortgages, deeds and all other written instruments. The President shall not be the Secretary.

Section 5. The Secretary of the Association shall be the Secretary of the Board of Directors, shall record the votes and keep minutes of all proceedings in a minute book to be kept for that purpose. He shall sign certificates of membership, if any. He shall keep the official records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members.

Section 6. The Treasurer shall receive and deposit in appropriate bank accounts, insured by the FDIC, 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 conducted within the limits of a budget adopted by the Board. The Treasurer may sign all checks of the Association, provided that such checks shall also be signed by one (1) Director. However, in the event that the Treasurer is unavailable, checks may be signed by any two (2) Directors. The Treasurer shall keep books of account according to generally accepted accounting principles consistently applied and cause an annual audit, review, or compilation, of the Association's books to be made by an auditor, accountant, or a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget, an annual balance sheet statement and an annual statement of operations, and the balance sheet statement and statement of operations shall be presented to the membership at its regular annual meeting.

ARTICLE IX
COMMITTEES

Section 1. The Board of Directors may create committees including, but not limited to: (a) Recreation Committee; (b) Maintenance Committee; and (c) Finance and Audit Committee. Unless otherwise provided herein, each committee shall consist of a Chairman and two (2) or more Members and shall include a member of the Board of Directors. Committee members may be appointed by the Board of Directors to serve at the discretion of the Board. The Board of Directors may create, from time to time, such other committees as it deems desirable. All committees shall perform such functions as the Board in its sole discretion determines is necessary.

Section 2. The Recreation Committee, if created by the Board of Directors, shall advise the Board on all matters pertaining to any recreational program and activities of the Association, and shall perform such other functions as the Board, in its discretion, determines necessary.

Section 3. The Maintenance Committee, if created by the Board of Directors, shall advise the Board on all matters pertaining to the maintenance, repair or improvement of the property of the Association, and shall perform such other functions as the Board, in its discretion, determines necessary.

Section 4. The Finance and Audit Committee, if created by the Board of Directors, shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the Board of Directors at a regular Board of Directors meeting. The Treasurer shall be an ex officio member of the committee.

Section 5. It shall be the duty of each committee, if created, to receive complaints and suggestions from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints and suggestions, as it deems appropriate or refer them to such other committee, Director or Officer of the Association as is further concerned with the matter presented.

Section 6. Until Turnover, Declarant shall appoint the members of the ARC. Upon expiration of the right of Declarant to appoint members of the ARC as provided by the Declaration, the Board of Directors shall appoint the members of the ARC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in the courts of competent jurisdiction any decisions of the ARC.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held on or before the last day of the fourth month after the fiscal year end of the Association, or as soon as practicable thereafter at a time to be set by the Board of Directors. If the day for the annual meeting of the Members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the Members for any purpose may be called at any time by a majority of the members of the Board of Directors, or upon written request of the Members who have the right to vote ten percent (10%) of all of the votes of the entire membership. The business to be conducted at a special Members meeting shall be limited to the extent required by Florida Statutes.

Section 3. Notice of any meeting of Members shall be given to the Members by the Secretary or a management company for the Association. Notice may be given to the Member either personally, electronically transmitted (so long as the Member consents to the delivery of notice by electronic transmission) or by sending a copy of the notice through the mail, postage prepaid, to his address appearing on the books of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed by him to such address. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a

procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Notice of any meeting, regular or special, shall be delivered or mailed at least fourteen (14) days in advance of the meeting (unless a different length of time is provided for elsewhere in these By-Laws, the Articles of Incorporation or the Declaration) and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve an election governed by Article V hereof, or any action governed by the Articles of Incorporation or by the Declaration, notice of such meeting shall be given or sent as therein provided. The notice shall specify the place, day, and hour of the meeting and, in the case of a special Members meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the annual meeting or a special meeting.

Section 4. The presence at the meeting of Members, or their proxies, entitled to cast thirty percent (30%) of the votes of the entire membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the Declaration, shall require a quorum as therein provided. If however, a quorum shall not be present at the Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

ARTICLE XI
PROXIES

Section 1. At all meetings of Members, each Member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days after the date of the first meeting for which it was given, and every proxy shall automatically terminate upon sale by the Member of his or her Lot or Unit.

Section 3. A Member shall not be entitled to appoint more than one (1) proxy to attend on the same occasion and an instrument of proxy shall be valid only for the occasion for which it is given and may be in the following form or any other form which the Board of Directors shall approve:

I, _____ being a member in good standing of Alton Neighborhood 1 Association, Inc. hereby appoint _____ as my proxy to vote for me and on my behalf at the meeting of Members to be held at _____ (location), on the _____ day of _____, _____ at _____ (time), and any adjournment(s) thereof.

Signed this _____ day of _____.

Signature of Member

_____, as shown on the Plat of Alton Neighborhood 1.

ARTICLE XII
OBLIGATIONS OF THE ASSOCIATION

Section 1. The Association must maintain and make available, during reasonable business hours, to inspection by any Member, the books, records and papers of the Association.

Section 2. The Association must supervise all Officers, agents, and employees, and see to it that their duties are properly performed.

Section 3. The Association shall fix and collect the amount of the Assessments against, or due from Members. All Assessments and installments thereof not paid when due shall be assessed a late charge as described in the Declaration, commencing from the due date, and costs of collection thereof, and may result in the suspension of a Member's right to use the Common Areas (without prohibiting the right of that Member to have vehicular and pedestrian ingress to an egress from his or her Lot or Unit, including, but not limited to, the right to park) and, subject to applicable law, any other privileges of membership during any period of such nonpayment.

Section 4. The Association shall have powers including but not limited to:

- (a) Issuing, or causing an appropriate Officer or agent to issue, upon demand by any Person, a certificate setting forth whether or not Assessments have been paid and any other amounts due to the Association. A charge may be made by the appropriate Officer or agent for the issuance of the certificate. If the certificate states that Assessments have been paid, such certificate shall, as against all parties other than the Owner, be conclusive evidence of such payment.
- (b) Procuring and maintaining adequate bonds, liability, hazard, property, and/or casualty insurance, as required.
- (c) Administering the reconstruction after the casualty of improvements on the Common Areas, as required.
- (d) Operating, maintaining, repairing, and replacing the Common Areas.
- (e) Enforcing the provisions of the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations.

ARTICLE XIII
ENFORCEMENT OF THE PROVISIONS OF THE DECLARATION,
BY-LAWS OR RULES OF THE ASSOCIATION

Section 1. The Board may suspend, for a period of time, the right of a Member, or a Member's tenant, guest, or invitee, to use Common Areas and facilities for the failure of the Owner of a Lot or Unit or its occupant, licensee, or invitee to comply with any provision of the Declaration,

these By-Laws, or reasonable rules of the Association in accordance with Chapter 720, Florida Statutes.

Section 2. The Board shall have the power to levy Specific Assessments against a particular Lot or Unit as follows: The Board may levy reasonable fines of up to \$100 per violation against any Owner of a Lot or Unit's tenant, guest, or invitee for the failure of the Owner of a Lot or Unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, these By-Laws, or the Rules and Regulations of the Association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000 in the aggregate. A fine of less than \$1,000 may not become a lien against a Lot or Unit. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court.

Section 3. A fine or suspension may not be imposed by the Board without at least fourteen (14) days' notice to the Owner of a Lot or Unit sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, occupant, guest, licensee, or invitee of the Owner.

ARTICLE XIV CORPORATE SEAL

The Association may adopt a seal, and if adopted, shall be in circular form having within its circumference the words:

Alton Neighborhood 1 Association, Inc.

ARTICLE XV AMENDMENTS

Section 1. Prior to Turnover, Declarant shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this provision is to be construed as broadly as possible. In the event that the Association shall desire to amend these By-Laws prior to Turnover, the Association must first obtain Declarant's consent, which may be withheld in Declarant's sole and absolute discretion. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments after Turnover. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

Section 2. These By-Laws may be amended, at any regular or special meeting of the Board of Directors at which there is a quorum, by a vote of a majority of the Directors present in person or by

proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of the Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

Section 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control; and in the event of any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control.

Section 4. Notwithstanding the foregoing, no amendment to these By-Laws shall be effective which prejudices or otherwise detrimentally affects any of the rights or privileges of Declarant, without Declarant's prior written consent.

ARTICLE XVI **MISCELLANEOUS**

Section 1. The first fiscal year shall begin on the date of incorporation and end December 31 of that year. Thereafter, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 2. Whenever in these By-Laws the context so requires, the use of any gender shall be deemed to include all genders.

Section 3. Whenever these By-Laws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes, as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

Section 4. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.



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DECLARATION

FOR

ALTON COMMUNITY RECREATION AND FITNESS FACILITY

TABLE OF CONTENTS

	Page
1. Definitions.....	1
2. Benefits of Facility.....	4
3. Facility Property and Improvements.....	5
4. Persons Entitled to Use the Facility.....	6
5. Ownership and Control of the Facility.....	7
6. Facility Expenses.....	8
7. Initial Contribution.....	10
8. Determination of Facility Expenses.....	11
9. Creation of the Lien and Personal Obligation.....	12
10. Operations.....	14
11. Paramount Right of the Association.....	17
12. Attorney's Fees.....	17
13. Rights to Pay and Receive Reimbursement.....	17
14. Rules.....	17
15. Violation of the Rules and Regulations.....	19
16. Destruction.....	20
17. Risk of Loss.....	20
18. Eminent Domain.....	20
19. Additional Indemnification of Facility Owner.....	21
20. Defaults.....	21
21. Remedies.....	22
22. Security for the Association's Agreements.....	22
23. Estoppel.....	22
24. No Waiver.....	23
25. Franchises and Concessions.....	23
26. NPBCID.....	23
27. Resolution of Disputes.....	23
28. Venue.....	24
29. Release.....	24
30. Amendment.....	25
31. Severability.....	25
32. Notices.....	25
33. Headings.....	25

**DECLARATION
FOR
ALTON COMMUNITY RECREATION AND FITNESS FACILITY**

KH Alton LLC, a Florida limited liability company (“KH Alton”) is currently the owner of the real property comprising the Alton Community Recreation and Fitness Facility described on Exhibit A attached hereto and made a part hereof (the “Facility”) located within the Alton Community legally described on Exhibit B attached hereto and made a part hereof (the “Community”). KH Alton hereby declares that the real property comprising the Community shall be subject to the following restrictions, covenants, terms and conditions set forth in this Declaration so that the residents of the Community shall have access to and the use of Facility Improvements:

1. **Definitions.** In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

“Association” shall mean Alton Recreation Association, Inc., a Florida not for profit corporation, its successors and assigns. The Association is not a homeowner’s association as defined in Chapter 720, Florida Statutes.

“Board” shall mean the Board of Directors of the Association.

“Budget” shall have the meaning set forth in Section 8 hereof.

“Community” shall initially mean the real property described on Exhibit B. However, Facility Owner has reserved the right to withdraw property from, or add property to, the Community, so the Community may include less or more Units than originally anticipated.

“Declaration” shall mean this Declaration for Alton Community Recreation and Fitness Facility, together with all amendments and modifications hereto.

“Deed” shall mean any deed conveying any portion of the Community or any interest therein and any other instrument conveying or transferring or assigning the interest of an Owner to another including, without limitation, a deed to a Unit, but excluding a mortgage on a Unit.

“Facility” shall mean the Facility Property and all Facility Improvements constructed thereon subject to additions and deletions made by Facility Owner from time to time. The Facility may be comprised of one or more parcels of land, which may not be connected or adjacent to one another.

“Facility Dues” shall mean the charges related to the Facility to be paid pursuant to the provisions of this Declaration including, without limitation, the Facility Expenses.

“Facility Expenses” shall mean all costs (as such term is used in its broadest sense) of owning (including Facility Owner’s debt service), operating, managing, maintaining, insuring the Facility, including, but not limited to, trash collection, utility charges, maintenance, management fees, reserves, repairs, refurbishments, payroll and payroll costs, insurance, working capital, ad

valorem or other taxes (excluding income taxes of Facility Owner), assessments, costs, expenses (including any Facility Expenses owed by any Owner that have not been paid), levies and charges of any nature which may be levied, imposed or assessed against, or in connection with, the Facility. By way of example, and not as a limitation, the following expenses shall be included within Facility Expenses: liability, casualty and business interruption insurance (with such deductibles as Facility Owner deems appropriate); employee and contractor expenses; property management expenses; real property taxes, personal property taxes; NPBCID assessments; roof repair and replacement; equipment leases; and all other costs associated with changing or enhancing Facility Improvements after initial construction. Facility Expenses shall not include the initial cost of construction of the Facility Improvements. Facility Expenses shall include all legal expenses of Facility Owner with respect to the Facility.

“Facility Improvements” shall have the meaning set forth in Section 3.2 hereof.

“Facility Manager” shall mean the entity operating and managing the Facility, at any time, which entity may be Facility Owner or an affiliate of Facility Owner. Facility Manager may delegate any or all of the management duties to other persons or entities, including, without limitation, the Association or an affiliate of Facility Owner, subject to the approval of Facility Owner. References to Facility Manager in this Declaration shall include any person or entity which is undertaking the duties of the Facility Manager. Facility Owner, the Association or a third party may be Facility Manager as provided in this Declaration.

“Facility Owner” shall mean the owner of the real property comprising the Facility Property and any of its designees, successors and assigns who receive a written assignment of all or some of the rights hereunder. Facility Owner may change from time to time (*e.g.*, Facility Owner shall convey the Facility to the Association as provided herein). The current Facility Owner is KH Alton.

“Facility Property” shall initially mean the real property described on Exhibit A attached hereto and made a part hereof. Thereafter, Facility Property shall include any real property designated by Facility Owner as part of the Facility Property by amendment to this Declaration.

“Indemnified Parties” shall mean the Facility Owner, Association and Facility Manager (and any Property Manager retained by Facility Manager), and their affiliates, successors and assigns, and all of their respective members, shareholders, directors, managers, officers, partners, agents, employees, representatives, trustees, and attorneys.

“Immediate Family Members” shall mean the spouse of an Owner and all unmarried children twenty-two (22) years and younger of either the Owner or the Owner’s spouse. If an Owner is unmarried, the Owner may designate one other person who is living with such Owner in the Unit in addition to children of the Owner as an additional adult Immediate Family Member. Children of such additional adult Immediate Family Member shall also be deemed Immediate Family Members. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Unit. In no event shall the Owner and all Immediate Family Members exceed a number equal to two times the number of bedrooms in the Unit.

“Initial Contribution” shall have the meaning set forth in Section 7 hereof.

“Homeowner’s Association” shall mean each residential homeowner’s association formed to govern a neighborhood within the Community. It is currently contemplated that there will be four (4) neighborhoods and four (4) Homeowner’s Associations within the Community. Alton Property Owners Association, Inc., a Florida nonprofit corporation shall not be considered a Homeowner’s Association for purposes of this Declaration.

“Lender” shall mean the institutional and licensed holder of a first mortgage encumbering a Unit.

“Lessee” shall mean the lessee named in any written lease respecting a Unit who is legally entitled to possession of any rental Unit within the Community. The provisions regarding the number of Facility users applicable to Owners and their Immediate Families shall be applicable to Lessees. An Owner and Lessees shall be jointly and severally liable for all Facility Dues.

“Lot” shall mean a platted lot within the Community upon which a Unit has been, or will be, constructed. Once improved, the term Lot shall include all improvements thereon and appurtenances thereto.

“Member” shall mean a member of the Association (i.e., each Homeowner’s Association within the Community).

“Mortgagee” shall mean Regions Bank, an Alabama banking corporation, and its successors and/or assigns.

“NPBCID” means Northern Palm Beach County Improvement District, an independent special district of the State of Florida, having jurisdiction over property within the Community.

“NPBCID Assessments” means to any assessment levied by NPBCID to pay for the cost of the operation, management, maintenance and/or construction of improvements pursuant to the NPBCID Plan of Improvements.

“NPBCID Plan of Improvements” means any plan currently adopted or adopted in the future by NPBCID for the management, maintenance and/or construction of improvements located within or for the benefit of the Community, as the same may be amended from time to time.

“Owner” shall mean the record owner (whether one or more persons or entities) of fee simple title to any Unit. The term “Owner” shall not include Facility Owner, or a Lender. A purchaser of a Lot who thereafter builds one or more Units upon such Lot shall be deemed an Owner with respect to each Unit.

“Parking Areas” shall mean all areas designated for parking within the Facility Property.

“Public Records” shall mean the Public Records of Palm Beach County, Florida.

“Rules and Regulations” shall have the meaning set forth in Section 14 hereof.

“Special Use Fees” shall have the meaning set forth in Section 6.9 hereof.

“Unit” shall mean a residential dwelling Unit located within a neighborhood governed by a Homeowner’s Association. A Unit shall be deemed created and have perpetual existence upon the issuance of a final or temporary certificate of occupancy for such residence; provided, however, the subsequent loss of such certificate of occupancy (e.g., by casualty or remodeling) shall not affect the status of a Unit, or the obligation of Owner to pay Facility Dues with respect to such Unit. The term “Unit” includes any interest in land, improvements, or other property appurtenant to the Unit.

2. Benefits of Facility. The Association, each Member, by acceptance of a membership in the Association and each Owner, by acceptance of title to a Unit, ratify and confirm this Declaration and agree as follows:

2.1 Term. The terms of this Declaration shall be perpetual covenants running with the Community from the date that this Declaration is recorded in the Public Records unless earlier terminated as provided herein. Upon termination of this Declaration, Facility Owner or its successors may offer use of the Facility Improvements on such terms and conditions and to such persons as Facility Owner or its successors may determine in their sole discretion.

2.2 Covenant Running with the Land. Every portion of the Community which shall be improved with a Unit shall be burdened with the payment of Facility Dues. Every Owner, by acceptance of a Deed, shall automatically assume and agree to pay all Facility Dues for each Unit owned by such Owner which shall be due and payable as of the date of such Deed and which shall become due and payable thereafter on account of the Owner’s use rights with respect to the Facility. Facility Owner shall have the right to record a notice in accordance with Florida law preserving this Declaration from extinguishment.

2.3 Obligation to Reference in Deeds. The grantor of any portion of the Community hereby agrees to include in any Deed a statement that such Deed is subject to the terms of this Declaration.

2.4 Value. Each grantee of any portion of the Community by acceptance of a Deed for such portion of the Community, hereby joins in the execution of this Declaration for the purpose of binding himself, his successors in title and assigns to the provisions hereof and expressly acknowledges that the automatic membership in the Association granted to Homeowners Associations and use rights granted to Owners and Lessees renders ownership of the Community and any part thereof more valuable than it would be otherwise.

2.5 Material Consideration. All Owners acknowledge that the provisions and enforceability of this Declaration were a material consideration in the initial conveyance by Facility Owner of such real property to the Owner (or its predecessor in title) and that Facility Owner would not have made such conveyance had this Declaration not been included and enforceable as provided for herein.

2.6 Best Interests. All Owners acknowledge it is in the best interest of each Owner, for the Community as a whole, and for property values therein, to provide for the Facility to be located within the Community.

2.7 Product Purchased. There were significant other housing opportunities available to each Owner in the general location of the Community. The Unit, and rights to utilize the Facility, were material in each Owner's decision to purchase a Unit in the Community and were, for the purposes of this Declaration, a "single product." Each Owner understands that the Facility is an integral part of the Community.

2.8 Disclosure. Full disclosure of the nature of the Facility and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Unit and each Owner has, or was afforded the opportunity to, consult with an attorney.

2.9 Non-Exclusive License. The provisions of this Declaration do not grant any ownership rights in the Facility Improvements or Facility Owner in favor of the Association, the Members or the Owners but, rather, grant to Owners and their Immediate Family Members a non-exclusive right to use the Facility Improvements subject to full compliance with all obligations imposed by this Declaration. A person shall continue to have use of the Facility until he ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a rental Unit. Once an Owner leases its entire Unit, only the Lessee shall be entitled to exercise the use rights with respect to such Unit, except as a guest as set forth in this paragraph below; however, the Owner and Lessee shall be jointly and severally liable for all Facility Dues. In the event an Owner leases its entire Unit to a Lessee, such Owner shall have the right to access the Facility as a guest so long as such Owner complies with the Rules and Regulations governing guest use of the Facility as promulgated by Facility Owner, the Association or Facility Manager from time to time.

3. Facility Property and Improvements.

3.1 Property Comprising the Facility. Facility Owner presently owns all of the real property comprising the Facility. Facility Owner intends to construct certain Facility Improvements within the real property comprising the Facility (the "Facility Property") which will be and shall remain the property of Facility Owner, subject only to the provisions hereof.

3.2 Construction of the Facility Improvements. Facility Owner will construct the Facility Improvements at its sole cost and expense (subject to Facility Owner's paramount right to unilaterally, and without the joinder of any party whomsoever, add to, delete from, alter, modify and amend the Facility Improvements at any time subject to the provisions hereof). The Facility Improvements are currently contemplated to consist of a fitness center, pool, spa, sport courts and field, driveways, parking areas, landscaping, utilities and site work together with such equipment and personalty as Facility Owner determines in its sole discretion. Facility Owner shall be the sole judge as to the plans, design, location, completion, schedule, materials, equipment, equipment leases, size, and contents of the Facility Improvements and may change the type of Facility Improvements from time to time. Facility Owner shall have the unequivocal right to:

3.2.1 develop and construct the Facility, in whole or in part, and related improvements within the Community, and make any additions, alterations, improvements, or changes thereto;

3.2.2 without the payment of rent and without payment of utilities or any other part of the Facility Expenses, maintain sales offices (for sales and resales of Units), general offices, and construction operations on the Facility Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Units;

3.2.3 place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Facility Property for sales, construction, storage, or other purposes;

3.2.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Facility Property in connection with the development or construction of the Facility or any improvements located within the Community;

3.2.5 post, display, inscribe or affix to the exterior of the Facility and the Facility Property, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of the Community, including, without limitation, the sale of Lots and Units;

3.2.6 conduct whatever commercial activities within the Facility deemed necessary, profitable and/or appropriate by Facility Owner;

3.2.7 develop, operate and maintain the Facility as deemed necessary, in its sole and absolute discretion;

3.2.8 excavate fill from any lakes or waterways within and/or contiguous to the Facility by dredge or dragline, store fill within the Facility Property, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Facility Property and use and/or sell excess plants and trees; and

3.2.9 all activities which, in the sole opinion of Facility Owner, are necessary for the development and sale or resale of real estate within the Community or the Facility Property or any lands or improvements therein.

3.3 Changes. Facility Owner reserves the absolute right to, from time to time, alter or change the Facility, including construction of additional facilities and/or the removal or modification thereof. Such alterations, modifications and amendments may cause an increase or decrease in Facility Expenses. THE FACILITY IMPROVEMENTS ARE SUBJECT TO CHANGE AT ANY TIME.

4. Persons Entitled to Use the Facility.

4.1 Rights of Owners. Each Owner and his or her Immediate Family Members shall have such non-exclusive rights and privileges as shall from time to time be granted by Facility Owner. If a Unit is owned by a corporation, trust or other legal entity, or is owned by more than

one (1) family, then the Owner(s) collectively shall designate in writing to Facility Owner the persons residing in the Unit who will have use of the Facility with respect to such Unit. In no event shall the number of persons entitled to use the Facility exceed a number equal to two times the number of bedrooms in the Unit up to a maximum of ten persons per Unit. In the event an Owner leases a portion of its Unit, both Lessee and Owner shall be entitled to use the Facility. In the event an Owner leases its entire Unit, only the Lessee shall be entitled to use the Facility; however, Owner and Lessee shall be jointly and severally liable for all Facility Dues.

4.2 Use by Persons Other than Owners and Lessees. Facility Owner has the right at any and all times, and from time to time, to make the Facility available to individuals, persons, firms or corporations other than Owners, as it deems appropriate. Without limiting the foregoing, Facility Owner may make the Facility available to (i) the owner or any lessee of the real property commonly referred to as the "Industrial/R&D/Biotech Parcel" located within the Community and shown on the DRI/PCD plan for the development of the Community as "Tract B" or their respective designees, assigns, successors and employees and (ii) the current lessee (or may make the Facility available to any future lessee) of the real property located within the Community shown on the DRI/PCD plan for the development of the Community as "Tract A". In addition, Facility Owner shall have the right to make the Facility available for all activities as may be reasonably required, convenient or incidental to the sale and resale of Lots, Parcels or Units within the Community. Any such use is at Facility Owner's sole discretion and may be terminated at any time. Use of the Facility by any person who is not an Owner shall be subject to the payment of use fees and compliance with the Rules and Regulations governing guest use of the Facility as promulgated by Facility Owner, the Association or Facility Manager from time to time. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations to pay Facility Dues pursuant to this Declaration, or give any Owner the right to avoid any of the provisions of this Declaration.

4.3 Use by Residential Tenants. Upon completion of the Facility, Facility Owner shall make the Facility available to all tenants (each a "Tenant") of any residential apartment complex located within the Community. Such availability shall be subject to each Tenant's compliance with the procedures for Tenants as are promulgated by Facility Owner, the Association, or Facility Manager from time to time. By way of example and not of limitation, such procedures may include requiring a Tenant to (i) pay Facility Dues of up to one (1) year in advance, (ii) provide a security deposit, and/or (iii) make an Initial Contribution to Facility Owner. All such use of the Facility by a Tenant shall be subject to the provisions of this Declaration, including the Rules and Regulations governing use of the Facility, as same may be amended from time to time.

4.4 Subordination. This Declaration and the rights of Owners to use the Facility is and shall be subject and subordinate to: (a) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Facility by Facility Owner; and (b) easements, restrictions, limitations, conditions of record, and other conditions of governmental authorities. This provision shall be self-operative. The Association, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Facility Owner.

5. Ownership and Control of the Facility.

5.1 Control of Facility by Facility Owner. The Facility shall be under the complete supervision and control of Facility Owner until such time as Facility Owner appoints the Association or another third party as Facility Manager or Facility Owner transfers title to the Facility to the Association.

5.2 Transfer of Facility to the Association. Facility Owner shall transfer title to the Facility to the Association so that it will be under the complete control of the Owners at a time to be decided by Facility Owner, in Facility Owner's discretion. Notwithstanding the foregoing, the Facility shall be transferred to the Association no later than the date that all Units intended to be constructed by KH Alton in the Community have been conveyed to third party purchasers. When Facility Owner wishes to transfer title to the Facility to the Association, Facility Owner shall deliver written notice to the Association and on or before the date that is thirty (30) days after delivery of such notice, Facility Owner shall transfer title of the Facility to the Association and the Association is obligated to accept title to the Facility. The Association shall also be obligated to assume responsibility for all agreements, contracts and leases that are in effect as of the date of the transfer.

5.3 Documentation of Transfer. At the time that the Facility is transferred to the Association, Facility Owner shall be obligated to deliver the following: a quit claim deed for the real property comprising the Facility and a quit claim bill of sale respecting the personal property comprising the Facility.

5.4 Ambiguities/the Association to Bear Legal Expenses. In the event that there is any ambiguity or question regarding the provisions of this Declaration, Facility Owner's determination of such matter shall be conclusive and binding. Therefore, except under the circumstances set forth in Sections 14.6 and 14.7, and in order to ensure that the Owners and the Association abide by Facility Owner's determination, in the event that there is any dispute respecting the interpretation of this Declaration, or any aspect of the transfer of the Facility to the Association, the Association shall bear all legal expenses of both the Association and Facility Owner including, without limitation, all attorney's fees, paraprofessional fees and costs pre-trial and at all levels of proceedings, including appeal, regardless of the outcome of such proceedings.

6. Facility Expenses.

6.1 Facility Dues. In consideration of the construction and providing for use of the Facility by the Owners, each Member by acceptance of a membership and each Owner by acceptance of a deed to a Unit shall be deemed to have specifically covenanted and agreed to pay all Facility Dues which are set forth herein. All Facility Dues shall commence upon the issuance of a certificate of occupancy for the Facility Improvements regardless of whether construction of other Facility Improvements are complete. In advance, on a quarterly basis (or such other time period as Facility Owner may determine), each Member shall pay to Facility Owner the amount of Facility Dues owed by all the Owners of Units located within the neighborhood governed by that Member. Each Member is responsible for the foregoing payment of Facility Dues to the Facility Owner regardless of whether the Member has collected the Facility Dues payable from the Owners. Notwithstanding the foregoing, Facility Owner may require Members or an Owner or all Owners to pay Facility Dues on a monthly or other basis based on prior payment history or other financial concerns, in Facility Owner's sole discretion. Facility Dues shall be equal to each

Owner's pro rata portion (as hereinafter set forth) of the Facility Expenses. Except as described in Section 6.4 below, the Members shall collectively bear all expenses associated with the Facility so that Facility Owner shall pay no portion of the Facility Expenses.

6.2 Owners' Share of Facility Expenses. Facility Expenses shall be allocated so that each Owner shall pay his or her pro rata portion of the Facility Expenses based upon a fraction, the numerator of which is the number one (1) and the denominator of which is the total number of Units within the Community intended at build out of the Community, as determined by KH Alton in its sole discretion and as may be adjusted from time to time based on KH Alton's intended plan for the development of the Community. If an Owner owns more than one (1) Unit, Facility Dues are payable for each and every Unit owned by such Owner.

6.3 Continuing Obligation. Each Owner's obligation to pay Facility Dues shall be for the Term of this Declaration regardless of whether such Unit is occupied, destroyed, renovated, replaced, rebuilt or leased. No Member or Owner may exempt himself from liability for Facility Dues by non-use of Facility Improvements, abandonment of his Lot or Unit, or any other means. The obligation to pay Facility Dues is a separate and independent covenant on the part of each Member and Owner. No diminution or abatement of Facility Dues or set-off shall be claimed or allowed for any alleged failure of the Association or Facility Owner to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

6.4 Excuse or Postponement. Any person or entity developing Units within the Community may be excused by Facility Owner, in its sole and absolute discretion, from the payment of Facility Dues until such time as the Unit(s) built by such person or entity for sale or rental shall first be sold or rented. Facility Owner shall have the right, but not the obligation, to excuse Units from the payment of Facility Dues with respect to vacant Units.

6.5 Facility Owner's Obligation. Under no circumstances shall Facility Owner be required to pay Facility Dues. However, the annual budget for the Facility shall be based upon the total number of Units within the Community intended at build out of the Community, as determined by KH Alton and which may be adjusted from time to time based on KH Alton's intended plan for the development of the Community. Until such time as all Units intended to be constructed by KH Alton in the Community have been conveyed to third party purchasers, Facility Owner may elect to pay the difference between the actual Facility Expenses and the Facility Dues payable by Owners as set forth in Section 6.1 or to pay Facility Dues in the same manner as any Owner or by a combination of these.

6.6 Special Use Fees. Facility Owner shall have the right to establish from time to time, in its sole discretion, by resolution, rule or regulation, or by delegation to the Facility Manager, specific charges, service and/or use fees ("Special Use Fees"), for which one or more Owners (but less than all Owners) or non-Owners are subject, such as, costs of special services or facilities provided to an Owner or a non-Owner relating to the special use of the Facility. Special Use Fees, together with any applicable sales, use or similar taxes now or hereafter imposed thereon, shall be payable at such time or time(s) as determined by Facility Owner. Without limiting the foregoing, Owners shall be charged Special Use Fees for the use of vending machines, video arcade machines, and entertainment devices. Facility Owner shall be entitled to

keep all Special Use Fees and any other income derived from the use or operation of the Facility, and shall not be required to account for same. Such income may be used and applied by Facility Owner as it deems necessary in its sole and absolute discretion.

6.7 Commencement of First Charges. The obligation to pay Facility Dues shall commence, as to each Owner, on the day of the conveyance of title of a Unit to an Owner. Notwithstanding the foregoing, no Owner or occupant shall be obligated to pay Facility Dues until the first day of the calendar month in which a certificate of occupancy is issued for the Facility Improvements. The completion of the other Facility Improvements shall not affect the obligation to pay Facility Dues.

6.8 Time Is of Essence. Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence. Should the Facility Dues, or any other sums due or provided for in this Declaration at any time remain due and unpaid for a period of five (5) days after same shall become due or should the Owner, the Member or the Association not perform its obligations hereunder, the Owner, the Member or the Association, as the case may be, shall be in default hereunder and shall be subject to the provisions set forth in Sections 9, 20 and 21 below.

6.9 Obligation to Pay Real Estate Taxes and Other Expenses on Units. Each Owner shall pay all taxes and obligations relating to his or her Unit which if not paid, could become a lien against the Unit which is superior to the lien for Facility Dues created by this Declaration.

6.10 Exemption. Notwithstanding anything to the contrary herein, neither Facility Owner (except as provided in Section 6.4 herein) nor any Unit or property within the Community owned by Facility Owner shall be responsible for any portion of the Facility Dues, nor subject to any lien for Facility Dues.

6.11 Initial Budget. The initial budget prepared by Facility Owner is not based on historical operating figures and is not a contractual statement or guaranty of actual Facility Dues. The figures shown in the initial budget are based on good faith analysis; therefore, it is likely that the actual budget for the Facility may be different once historical figures are known. Because there is no history of operation, it is impossible to predict actual Facility Expenses once the Facility begins operation. It is not intended that you rely on any budget in electing to purchase a Unit. Projections in budgets are an effort to provide some information regarding future Facility Expenses. Budgets do not take inflation or scopes of services into account.

7. Initial Contribution. Facility Owner intends to establish a fund (the "Initial Contribution") for the operation of the Facility. There shall be collected from each Owner at the time of conveyance of a Unit (including resale conveyances) an amount equal to two (2) quarterly payments of Facility Dues per Unit. Each Owner's Initial Contribution shall be collected on the closing statement for the transaction conveying the Unit and shall be remitted to Facility Owner at that time. The purpose of this fund is to ensure that Facility Owner will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of Facility Dues. Facility Owner shall be entitled to keep such funds, and shall not be required to account for the same. The Initial Contribution may be used

and applied by Facility Owner as it deems necessary in its sole and absolute discretion including, without limitation, to reduce Facility Expenses. Notwithstanding anything herein to the contrary, Facility Owner shall not be responsible for payment of any Initial Contribution and Facility Owner shall have the option to waive, reduce or increase Initial Contributions in its sole and absolute discretion.

8. Determination of Facility Expenses.

8.1 Fiscal Year. The fiscal year for the Facility shall be the calendar year.

8.2 Adoption of Budget. Facility Dues shall be established by the adoption of a projected operating budget (the "Budget"). Written notice of the amount and date of commencement thereof shall be given to each Member not less than thirty (30) days in advance of the due date of the first installment thereof. Facility Dues shall, unless otherwise specified by Facility Owner, be payable, in advance.

8.3 Adjustments If Budget Estimates Incorrect. In the event the estimate of Facility Expenses for the year is, after the actual Facility Expenses for that period are known, more or less than the actual Facility Expenses, then the difference may, at the election of Facility Owner: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; (ii) be immediately collected from the Members by virtue of a special bill, or (iii) the remaining quarterly Facility Dues shall be adjusted to reflect such deficit or surplus.

8.4 No Right to Withhold Payment. Each Member and Owner agrees that so long as such Owner does not pay more than the required amount of Facility Dues, such Member or Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Members or Owners of any sums due.

8.5 Reserves. The Budget may, at the election of Facility Owner, include one or more reserve funds for the periodic maintenance, repair and replacement of improvements to the Facility Improvements and related equipment and furnishings. In no event will Facility Owner be responsible for the payment of any reserves.

8.6 Statement of Account Status. Facility Owner shall prepare and maintain a ledger noting charges due from, and payments by, each Member. The ledger shall be kept in the office of Facility Owner and shall be open to inspection by any Member. Upon demand, there shall be furnished to a Member a certificate in writing setting forth whether the Facility Dues have been paid and/or the amount which is due as of any date. As to parties (other than Owners) who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

8.7 The Association's Collection Responsibilities. In the event Facility Owner has designated the Association as the Facility Manager as provided in this Declaration, the Association has agreed (as evidenced by its joinder in this Declaration) to collect the Facility Dues, Special Use Fees, and any other amounts due to Facility Owner ("Facility Funds") from the Members. The Association has also agreed to hold all Facility Funds in an account in trust for Facility Owner and shall make all payments required for the operation of the Facility from such Facility Funds. In the event any amounts are due to Facility Owner, the Association shall

immediately forward all such amounts to Facility Owner. Upon request of Facility Owner, the Association shall deliver to Facility Owner an accounting of any Members who are delinquent in payment of any amounts due hereunder.

8.8 The Member's Collection Responsibilities. All Facility Dues shall be billed to and collected from each Member. The amount of the Facility Dues due from each Member to the Facility Owner shall be the total Facility Dues due from all the Owners of Units located within a neighborhood governed by the Member. Each Member shall be responsible for the collection of the Facility Dues from its Owners and each Member shall be liable to the Facility Owner for timely payment of the Facility Dues to the Facility Owner regardless of whether such Member has collected such Facility Dues from its Owners.

8.9 Record Keeping. In the event Facility Owner has designated the Association as the Facility Manager as provided in this Declaration, Facility Owner shall have the right to require that the Association use special computer software or accounting practices in connection with the Association's record keeping responsibilities respecting Facility Dues, Special Use Fees, and other amounts due to Facility Owner. By way of example, Facility Owner may require information on computer disk prepared using a specific type of software.

8.10 Diligence. In the event Facility Owner has designated the Association as the Facility Manager as provided in this Declaration, the Association shall diligently enforce collection of all delinquencies including enforcement of all liens in the name of Facility Owner.

8.11 Allocation of Funds. In the event Facility Owner has designated the Association as the Facility Manager as provided in this Declaration, all funds paid to the Association shall be first allocated to the payment of Facility Expenses, then to the payment of Special Use Fees and other amounts due to Facility Owner. During any period that the Association is operating the Facility as Facility Manager pursuant to this Declaration, then the Association is granted the conditional license to apply those portions of the Facility Dues for the strict purpose of paying the Facility Expenses.

9. Creation of the Lien and Personal Obligation.

9.1 Claim of Lien. Each Owner, by acceptance of a Deed or instrument of conveyance for the acquisition of title to a Unit or Lot, shall be deemed to have covenanted and agreed that the Facility Dues, Special Use Fees, and other amounts Facility Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing lien in favor of each Member and Facility Owner encumbering each Unit and all personal property located thereon owned by the Owner. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Unit, name of the Owner, and the amounts due as of that date, but shall relate back to the date this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Facility Dues, Special Use Fees, and other amounts Facility Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be

the personal obligation of the person who was the Owner of the Unit at the time when the charge or fee became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. If a Unit is leased, the Owner shall be liable hereunder notwithstanding any provision in his lease to the contrary. Such lien may be enforced by the Member, the Association or enforced by Facility Owner, however, the claim of Facility Owner for Facility Dues is paramount to all claims of the Member.

9.2 Right to Designate Collection Agent. Facility Owner's right to designate who shall collect Facility Expenses and Special Use Fees shall be perpetual and may be changed at any time.

9.3 Subordination of the Lien to Mortgages. The lien for Facility Dues, Special Use Fees, and related fees and expenses shall be subordinate to bona fide first mortgages on any Unit, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The Facility Claim of Lien shall not be affected by any sale or transfer of a Unit. In the event of a foreclosure action that extinguishes the Claim of Lien, any unpaid fees or charges may be reallocated and assessed to all Owners as a part of the Facility Expenses. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Unit from the lien of any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure.

9.4 Acceleration. In the event of a default in the payment of any Facility Dues and related fees and expenses, Facility Owner may accelerate the Facility Dues then due for up to the next ensuing twelve (12) month period.

9.5 Non-payment. If any Facility Dues are not paid within fifteen (15) days after the due date, a late fee (to compensate Facility Owner for administrative expenses due to late payment) of \$100.00 per month, or such greater amount established by Facility Owner, together with interest in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Facility Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Unit, or both. Facility Owner shall not be required to bring such an action if it believes that the best interests of the Facility would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy.

9.6 Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, Facility or abandonment of a Unit.

9.7 Suspension. Should an Owner not pay sums required hereunder, or otherwise default, for a period of thirty (30) days, Facility Owner may, without reducing or terminating Owner's obligations hereunder, suspend Owner's (or in the event the Unit is leased, the Lessee's) rights to use the Facility until all fees and charges are paid current and/or the default is cured.

10. Operations.

10.1 Control Prior to Transfer. Prior to the transfer of the Facility to the Association, the Facility shall be under the complete supervision and control of Facility Owner until Facility Owner, in its sole and absolute discretion, delegates the right and duty to operate, manage and maintain the Facility to a Facility Manager as hereinafter provided.

10.2 Facility Manager. At any time, Facility Owner may appoint a Facility Manager to act as its agent or remove such Facility Manager as its agent. When the Association becomes Facility Owner, the Association shall still have the right to appoint or remove a Facility Manager. The Facility Manager shall have whatever rights hereunder as are assigned in writing to it by Facility Owner. Without limiting the foregoing, the Facility Manager, if so agreed by Facility Owner, may file liens for unpaid Facility Dues against Units, may enforce the Rules and Regulations of the Facility, and prepare the Budget for the Facility. Currently, Facility Owner has appointed the Association as Facility Manager.

10.3 Designation of Manager. Facility Owner shall have the right, but not the obligation, in its sole discretion, to: (i) appoint the Association or a third party as the Facility Manager; and (ii) relinquish and/or assign to the Association or a third party some or all of the rights reserved to Facility Owner herein. The Association shall be obligated to accept such designation and/or assignment and fulfill the obligations relating thereto without any compensation whatsoever. Further, Facility Owner shall have the right, in its sole discretion, to terminate any Facility Manager at any time and from time to time.

10.4 Management by the Association. At any time, and from time to time, Facility Owner may notify the Association that the Association shall act as the Facility Manager or assume some of the responsibilities of Facility Owner (e.g., landscape and other maintenance responsibilities). In such event, Facility Owner shall provide the Association with a specific written list of all of the Association's obligations as Facility Manager. Thereafter, the Association shall have the right and obligation to operate, manage, insure and maintain the Facility strictly in accordance with the provisions of this Declaration and the specific written directions of Facility Owner. The Association shall be obligated to accept such appointment without conditions or claim. During the time that the Association is the Facility Manager, the Association shall have all powers and duties of Facility Owner assigned by Facility Owner in such written directions. Facility Owner shall have the right to terminate the Association as Facility Manager at any time, however, no surrender of operation and management of the Facility by the Association shall be valid unless approved by Facility Owner in writing.

10.5 The Association's Duties. To the extent Facility Owner designates the Association as Facility Manager, the Association covenants throughout the term of this Declaration, and any renewals or extensions hereof, at the sole cost and expense of the Members, to operate, manage, insure, maintain and take good care of the real property comprising the Facility and landscaping and buildings and improvements now or at any time erected thereon and all apparatus, fixtures and building service equipment used or procured for use in connection with the operation of the Facility, and to repair and maintain them in a first class condition, reasonable wear and tear excepted, to the extent that it is requested to do so in writing by Facility Owner. At the request of Facility Owner, the Association also covenants to keep the same in

good order and condition, excepting reasonable wear and tear, and promptly make all necessary repairs, both to the interior and exterior thereto, including replacements or renewals when necessary, and all such repairs, replacements and renewals shall be at least equal in quality and class to the original work. In connection therewith, as and when requested by Facility Owner, the Association shall have, by way of illustration and not limitation, the following powers, obligations, and duties:

10.5.1 Reports. Upon request by Facility Owner, the Association shall prepare monthly and annual reports detailing costs and expenses of the Facility in the accounting format required by Facility Owner. Such reports shall be accompanied by any back-up invoices and documentation required by Facility Owner, and shall include year to date totals if and to the extent required by Facility Owner.

10.5.2 Hiring and Supervision. Upon request by Facility Owner, the Association shall cause to be hired, paid and supervised, and/or discharged, all necessary persons, firms or corporations. Upon request by Facility Owner, the Association shall maintain all required worker's compensation insurance.

10.5.3 Compliance. Upon request by Facility Owner, the Association shall take such action as may be necessary to comply with all statutes, ordinances, rules and regulations of all appropriate governmental and quasi-governmental authority and the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, those of any other body exercising similar functions.

10.5.4 Contracts. Upon request by Facility Owner, the Association shall enter into contracts for all services necessary for the operation, maintenance, insurance, upkeep, repair, refurbishment, replacement and preservation of the Facility. Each such contract shall not be binding on Facility Owner and shall contain a provision that such contract can be terminated on thirty (30) days' notice without cause.

10.5.5 Purchases. Upon request by Facility Owner, the Association shall purchase equipment, tools, vehicles, appliances, goods, supplies and materials as may be necessary.

10.5.6 Declaration Compliance. Upon request by Facility Owner, the Association shall cause to be placed and kept in force and perform all obligations relating to all insurance required by the terms of this Declaration.

10.5.7 Compliance with Laws. The Facility shall be operated, maintained, and repaired so as to comply with, and suffer no default under, all applicable laws, matters of record, ordinances, rules, regulations, insurance policies and/or guidelines, mortgages and/or encumbrances, relating to the Facility or the use thereof now or hereafter in effect.

10.5.8 Hazardous Materials. The Association: (a) shall not permit any activity to be conducted in, on or about the Facility which would have the effect of polluting or in any way cause the Facility to be detrimentally affected by pollutants (including elevated radon levels), toxic materials, petroleum oil and/or waste oil, or any "hazardous substance or waste ". The Facility shall not be used for the handling, storage, treatment, generation, transportation or

disposal of pollutants, toxic materials, petroleum oil and/or waste oil, any hazardous substance or any hazardous waste, including, but not limited to, solid, liquid, gaseous or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed); (b) shall not install, use or dispose of, on or incorporate into, the Facility any asbestos or asbestos containing material; (c) except for tanks installed by Facility Owner, shall not locate or remove or fill any underground storage tanks on the Facility; (d) shall at all times be in compliance with all applicable federal, state, county and local statutes, laws and regulations concerning or related to environmental protection, and regulation.

10.5.9 Construction Lien. The Association shall not subject the Facility to, or permit the Facility to be subject to, any lien, charge, cost or expense including, but not limited to, a construction lien as contemplated by the Construction Lien Law of the State of Florida. Should any lien or claim of lien be filed, or should any suit or other judicial or quasi judicial proceeding be instituted for which Facility Owner or the Facility may be encumbered, liable or accountable, then in that event the Association shall be in default of this Declaration, unless within ten (10) days thereafter, the Association shall furnish a bond, transferring the Lien to bond, in compliance with law.

10.5.10 Alterations. In the event that the Association is Facility Manager, the Association will not make any alterations or changes in the Facility without the prior written consent of Facility Owner, which may be withheld or denied in Facility Owner's sole discretion for any reason whatsoever.

10.5.11 Financial Responsibilities. Upon request by Facility Owner, the Association shall maintain financial record books, accounts and other records as concerns the Facility, issue certificates of account to Owners, their mortgagees and lienors, as required.

10.5.12 Maintenance of Records. The Association shall maintain books and records sufficient to describe its services hereunder in accordance with prevailing accounting standards to identify the source of all funds collected by it, and the disbursement thereof.

10.5.13 Budget. Upon request by Facility Owner, the Association shall adopt a Budget which provides for funds needed for all expenses and reserves for Facility operations, within the fiscal year of the Facility.

10.5.14 Collection. Upon request by Facility Owner, the Association shall collect all Facility Dues and enforce, with all due diligence, the provisions of this Declaration relating thereto. Upon direction by Facility Owner the Facility Dues due from each Owner may, at the Association's discretion, be payable to such firm or entity as it shall direct. All sums due to Facility Owner under the terms of this Declaration, if collected by the Association, shall immediately be delivered to Facility Owner.

10.5.15 Special Use Fees. Upon request by Facility Owner, the Association shall make and collect Special Use Fees against Owners subject to the provisions of this Declaration.

10.5.16 Rules and Regulations. Upon request by Facility Owner, the Association shall promulgate, adopt and amend rules and regulations as it deems advisable, subject to the prior approval of Facility Owner. Upon request by Facility Owner, the Association shall also enforce such rules and regulations.

10.5.17 Insurance. Upon request by Facility Owner, the Association shall (i) obtain all insurance required in connection with the Facility in the amounts and form required by Facility Owner and (ii) obtain copies of all insurance coverages required by Facility Owner to be held by any vendors, service providers and other professionals providing services in connection with the Facility. Facility Owner shall have the right to approve every aspect of such insurance policies including, without limitation the underwriters.

10.5.18 Professionals. Upon request by Facility Owner, the Association shall retain and employ such professionals and other experts whose services may be reasonably required to effectively perform its duties and exercise its powers hereunder and to employ same on such basis as it deems most beneficial.

11. Paramount Right of the Association. Upon request by Facility Owner, the Association shall have the right to post all notices of its Board and member meetings and any notices required by the Code of Laws of Florida at a designated location within the Facility visible to all Members without charge.

12. Attorney's Fees. If at any time Facility Owner must enforce any provision hereof, Facility Owner shall be entitled to recover all of its reasonable costs and attorney's and paraprofessional fees at all levels, including appeals, collections and bankruptcy.

13. Rights to Pay and Receive Reimbursement. Facility Owner, the Association and Members shall have the right, but not the obligation to pay any Facility Dues, or Special Use Fees which are in default and which may or have become a lien or charge against any Unit. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Facility Owner, the Association and Members shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the highest rate allowed by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy.

14. Rules. Facility Owner shall have the right at all times to adopt rules and regulations (the "Rules and Regulations") governing the use of the Facility. Each Owner, Member, Immediate Family Member, and other person entitled to use the Facility shall comply with the provisions of all Rules and Regulations promulgated concerning the use of the Facility. The following Rules and Regulations have been adopted by Facility Owner:

14.1 Children. Children under sixteen (16) years of age are permitted to use the Facility only if accompanied or supervised by an adult Owner or adult Immediate Family

Member; provided, however, children under sixteen (16) years of age shall not be permitted in the fitness center under any circumstances.

14.2 Responsibility for Personal Property and Persons. Each Owner assumes sole responsibility for the health, safety and welfare of such Owner, his or her Immediate Family Members, and guests, and the personal property of all of the foregoing.

14.3 Cars and Personal Property. The Association and Facility Owner are not responsible for any loss or damage to any private property used or stored on the Facility. Without limiting the foregoing, any person parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas. Further, any person entering the Facility Improvements assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars and wallets, books and clothing.

14.4 Activities. Any Owner, Immediate Family Member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Facility, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Facility, either on or off the Facility Improvements, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Facility, or at any activity or function operated, organized, arranged or sponsored by the Facility, caused by any Owner, Immediate Family Member, or guest.

14.5 Property Belonging to the Facility. Property or furniture belonging to the Facility shall not be removed from the room in which it is placed or from the Facility Improvements.

14.6 Indemnification of Facility Owner. In addition, each Owner, Member, Immediate Family Member, and guest agrees to indemnify and hold harmless, the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Member's membership, including, without limitation, use of the Facility Improvements by Owners, Immediate Family Members, and their guests, or the interpretation of this Declaration, and/or these Rules and Regulations and/or from any act or omission of the Facility or of any of the Indemnified Parties.

14.7 Attorneys' Fees. Should any Owner, Member and/or Immediate Family Member bring suit against Facility Owner or Facility Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner, Member and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

14.8 Unrecorded Rules. Facility Owner may adopt additional Rules and Regulations from time to time. Such Rules and Regulations may not be recorded; therefore, each Owner and Lessee should request a copy of unrecorded Rules and Regulations from the Facility and become

familiar with the same. Such Rules and Regulations are in addition to the provisions of this Section.

14.9 Waiver of Rules and Regulations. Facility Owner may waive the application of any Rules and Regulations to one or more Owners or Lessees in Facility Owner's sole and absolute discretion. By way of example, and not of limitation, Facility Owner may waive a rule due to unusual hardship. A waiver may be revoked at any time upon notice to affected Lessees and Owners.

15. Violation of the Rules and Regulations.

15.1 Basis For Suspension. The use rights of an Owner may be suspended or a fine imposed by Facility Owner if, in the judgment of Facility Owner:

- (a) such person is not an Owner or a Lessee;
 - (b) the Owner violates one or more of the Facility's Rules and Regulations;
 - (c) an Immediate Family Member, guest or other person for whom an Owner is responsible violates one or more of the Facility's Rules and Regulations;
 - (d) an Owner fails to pay Facility Dues in a proper and timely manner;
- or
- (e) an Owner, Immediate Family Member, and/or guest has injured or harmed any person within the Facility, or harmed, destroyed or stolen any personal property within the Facility, whether belonging to a third party or to Facility Owner; or
 - (f) an Owner, Immediate Family Member, and/or guest has harmed or destroyed any portion of the Facility.

15.2 Procedure for Suspension. Facility Owner shall appoint a committee of three (3) persons or entities who may or may not be Members or Owners ("Review Committee") for the sole purpose of reviewing decisions by Facility Owner to suspend the use rights of an Owner for non-monetary violations. Except with respect to the failure of an Owner to pay Facility Dues, Facility Owner shall not suspend the use rights of an Owner unless and until written notice of an alleged violation is served upon the Owner responsible for such violation specifying: (i) the nature of the alleged violation; (ii) the time and place of a hearing to be held by the Review Committee, which time shall be not less than fourteen (14) days from the giving of the notice; (iii) an invitation to attend the hearing; and (iv) the proposed sanction to be imposed. The hearing shall be held pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Suspension of membership rights for non-monetary violations shall require a majority vote of the Review Committee. Suspension of use rights for monetary violations shall be in the sole discretion of Facility Owner.

15.3 Types of Suspension. Facility Owner may restrict or suspend, for cause or causes described in Section 15.1, any Owner privileges to use any or all of the Facility. By way of

example, and not as a limitation, Facility Owner may suspend the use rights of a Lessee if such Lessee's Owner fails to pay Facility Dues due in connection with a leased Unit. In addition, Facility Manager may suspend some use rights while allowing an Owner to continue to exercise other use rights. By way of example, and not as a limitation, Facility Manager may suspend the rights of a particular Immediate Family Member, or Facility Manager may prohibit an Owner and his Immediate Family Members from using a portion of the Facility. No Owner whose membership privileges have been fully or partially suspended shall on account to any such restriction or suspension be entitled to any refund or abatement of Facility Dues or any other fees. During the restriction or suspension, Facility Dues shall continue to accrue and be payable each month. Under no circumstance will an Owner be reinstated until all Facility Dues and other amounts due to the Facility are paid in full.

16. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Facility Owner. If Facility Owner elects to reconstruct the Facility Improvements, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Facility; provided, however Facility Owner shall have the right to change the design or facilities comprising the Facility in its sole and absolute discretion. There shall be no abatement in payments of Facility Dues during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Facility Improvements substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Facility Owner. If Facility Owner elects not to reconstruct the Facility Improvements, Facility Owner shall tear the Facility Improvements down, remove all the debris, and resod and landscape the Facility Property. Thereafter, the Facility Property shall be maintained by Facility Owner in a good condition and Facility Owner shall terminate this Declaration by document recorded in the Public Records.

17. Risk of Loss. The Indemnified Parties shall not be liable for, and the Owners and Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Facility on account of casualty, water or the bursting or leaking of any pipes or waste water about the Facility, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Declaration. Neither the Association, the Members nor any Owner shall be entitled to cancel this Declaration or any abatement in Facility Dues on account of any such occurrence.

18. Eminent Domain. If, during the operation of this Declaration, an eminent domain proceeding is commenced affecting the Facility, then in that event, the following conditions shall apply:

18.1 Complete Taking. If the whole or any material part of the Facility is taken under the power of eminent domain, Facility Owner may terminate this Declaration by written notice given to the Members, which notice shall be recorded in the Public Records. Should such notice be given, this Declaration shall terminate. All damages awarded in relation to the taking shall be the sole property of Facility Owner.

18.2 Partial Taking. Should a portion of the Facility be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Facility so that Facility Owner determines the taking is not a complete taking, then, in such event, Facility Owner shall have the option, to the extent legally possible, utilize, a portion of the proceeds of such taking for the restoration, repair, or remodeling of the remaining improvements to the Facility, or to terminate this Declaration as provided in Section 18.1 hereof. All damages awarded in relation to the taking shall be the sole property of Facility Owner, and Facility Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling.

19. Additional Indemnification of Facility Owner. The Association, each Member and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless the Indemnified Parties from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Community or other property serving the Community, and improvements thereon, or resulting from or arising out of activities or operations of the Members, the Association or Owners, and from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. In addition the Association shall, and does hereby, indemnify and save harmless Facility Owner from and against any and all claims, suits, actions, damages and/or causes of action arising for any personal injury, loss of life and/or damage to property sustained in or about the Facility, by reason or as a result of the Association's operation, management, or occupancy of the Facility as Facility Manager, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, counsel fees, paraprofessional fee, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof. The Association shall immediately give Facility Owner notice in writing that the same are about to be incurred and Facility Owner shall have the option to make the necessary investigation and employ, at the expense of the Association, counsel of Facility Owner's own selection for the defense of any such claims and expenses, etc. The indemnifications provided in this Section shall survive termination of this Declaration. The costs and expense of fulfilling this covenant of indemnification shall be Facility Expenses to the extent such matters are not covered by insurance maintained by the Association.

20. Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Declaration by the Members:

20.1 Abandonment. The vacation or abandonment of the Facility by the Members or Owners.

20.2 Failure to Pay. The failure by the Members to make any payment required to be made hereunder to Facility Owner within ten (10) days after the same is due.

20.3 Insolvency. The making by any Member of any general assignment for the benefit of creditors, the filing by or against any Member of a petition to have the Member

adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in case of a petition filed against the Member, the same is dismissed within thirty (30) days), the appointment of a trustee or receiver to take possession of substantially all of the Member's assets, or the attachment, execution or other judicial seizure of substantially all or any material part of the Association's assets.

21. Remedies. In the event of any such default or breach by the Member, Facility Owner may at any time thereafter, with or without notice or demand, and without limiting Facility Owner in the exercise of any other right or remedy which Facility Owner may have, at law or equity, exercise any one or more of the following additional remedies:

21.1 Terminate the Member's Responsibilities. Facility Owner may immediately terminate the Member's membership, provided, however the Member shall remain liable to Facility Owner as hereinafter provided. Thereafter, all payments of Facility Dues shall be made directly by the Owners, to Facility Owner, or its designee.

21.2 Charge the Association Interest. In the case of any such default by the Member all sums then due hereunder shall bear interest thereon at the highest rate allowed by law until paid.

21.3 Right to Add Costs to Facility Expenses. All damages, costs, expenses, losses, liabilities and other amounts suffered by Facility Owner due to a default by the Member shall be, at the direction of Facility Owner, considered part of the Facility Expenses.

21.4 Right to Notify Owners. Facility Owner may notify Owners that Facility Dues are to be paid directly to Facility Owner.

21.5 Remedies Cumulative. The specific remedies of Facility Owner under the terms of this Declaration are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by the Members or any Owner of any provisions of this Declaration. In addition to the other remedies provided in this Declaration, Facility Owner shall be entitled to enjoin, without bond, the violation or attempted or threatened violation of any of the provisions of this Declaration or obtain specific performance of any such provisions. The Members and Owners hereby stipulate that such violation or attempts or threatened violation constitutes irreparable injury to Facility Owner.

22. Security for the Association's Agreements. To further secure payment and performance of all of the Members' obligations hereunder, the Members give, grant, pledge with and assign to Facility Owner a first lien and charge upon all furniture and fixtures, goods and chattels of the Member. The Member agrees that such lien for the payment of the charges may be enforced by distress, foreclosure or otherwise, at the option of Facility Owner. Notwithstanding the foregoing, such lien shall be subordinate to the lien of any first mortgage held by Mortgagee.

23. Estoppel. The Members shall, from time to time, upon not less than ten (10) days' prior written notice from Facility Owner, execute, acknowledge and deliver a written statement: (a) certifying that this Declaration is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this

Declaration, as so modified, is in full force and effect) and the date to which the Facility Dues are paid; and (b) acknowledging that there are not, to the Member's knowledge, any uncured defaults by the Member, Facility Owner or Owners with respect to this Declaration. Any such statement may be conclusively relied upon by any prospective purchaser of Facility Owner's interest or mortgagee of Facility Owner's interest or assignee of any mortgage upon Facility Owner's interest in the Facility. The Member's failure to deliver such statement within such time shall be conclusive evidence: (1) that this Declaration are in full force and effect, without modification except as may be represented, in good faith, by Facility Owner; and (2) that there are no uncured defaults; and (3) that the Facility Dues have been paid as stated by Facility Owner.

24. **No Waiver.** The failure of Facility Owner in one or more instances to insist upon strict performance or observance of this Declaration or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Facility Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Facility Owner of any payment required to be made by any Member or Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Facility Owner (with respect to an Owner or a Member) shall be effective unless made by Facility Owner in writing.

25. **Franchises and Concessions.** Facility Owner may grant franchises or concessions to commercial concerns on all or part of the Facility and shall be entitled to all income derived therefrom.

26. **NPBCID.** NPBCID is an independent special district of the State of Florida and may be involved in the implementation and maintenance of various public benefits and improvements to the property located within the Community, all of which is located within NPBCID's Units of Development No. 2, 2A and 2C. All individuals or entities owing or purchasing Lots or Units within the Community will be obligated and responsible for paying such debt or operation/maintenance non-ad valorem assessments that have or may be assessed and levied annually by NPBCID upon the Owner's real property. These non-ad valorem assessments are in addition to county, city and all other taxes and assessments provided by law and will appear on each Owner's annual Unified Real Property Tax Bill that is issued and collected by the Tax Collector of the County.

THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT IMPOSES ASSESSMENTS ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC IMPROVEMENTS OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE ASSESSMENTS ARE IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

27. **Resolution of Disputes.** ASSOCIATION AND, BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THIS DECLARATION IS A VERY COMPLEX

DOCUMENT. ACCORDINGLY, ASSOCIATION AND EACH OWNER AGREES THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS DECLARATION ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS DECLARATION, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY. FACILITY OWNER HEREBY SUGGESTS THAT EACH OWNER UNDERSTANDS THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A UNIT.

28. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN PALM BEACH COUNTY, FLORIDA. FACILITY OWNER HAS AN OFFICE IN PALM BEACH COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN PALM BEACH COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND FACILITY OWNER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN PALM BEACH COUNTY, FLORIDA.

29. Release. BEFORE ACCEPTING A DEED TO A UNIT OR LOT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A UNIT OR LOT, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. FACILITY OWNER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT OR LOT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO FACILITY OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR FACILITY OWNER TO SUBJECT THE FACILITY PROPERTY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE INDEMNIFIED PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE INDEMNIFIED PARTIES, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND

WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

30. Amendment.

30.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Facility Owner unless such amendment receives the prior written consent of Facility Owner which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders (without the prior approval of the Lenders) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

30.2 Amendments Prior to Transfer of the Facility. Prior to the date that the Facility is transferred to the Association, Facility Owner shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Facility Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Facility Owner may terminate this Declaration (and all rights and obligations hereunder) in the event of partial or full destruction of the Facility.

30.3 Amendments After the Transfer of the Facility. After the date that the Association owns the Facility, but subject to the general restrictions on amendments set forth in Section 30.1 above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75 %) of all of the votes in the Association.

31. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

32. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

33. Headings. The headings within this Declaration are for convenience only and shall not be used to limit or interpret the terms hereof.

[Signature pages follow]

NOW THEREFORE, KH Alton LLC, a Florida limited liability company, has set its signature and seal below.

WITNESSES:

[Signature]
Print Name: SETH MONTAN

[Signature]
Print Name: DONALDSON HEARING

KH ALTON LLC, a Florida limited liability company

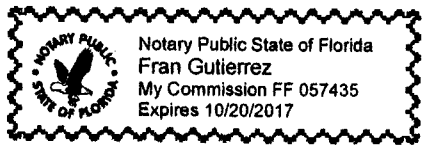
By: [Signature] The Kolter Group LLC, a Florida limited liability company, its Manager

By: [Signature]
John C. Csapo, Authorized Signatory

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11th day of December, 2015 by John C. Csapo, as Authorized Signatory of The Kolter Group LLC, a Florida limited liability company, which is Manager of KH ALTON LLC, a Florida limited liability company, on behalf of said companies, and who is personally known to me or [] has produced _____ as identification.

[NOTARIAL SEAL]



Notary: [Signature]
Print Name: Fran Gutierrez
Notary Public, State of Florida
My commission expires: 10/20/2017

JOINDER

ALTON RECREATION ASSOCIATION, INC. does hereby join in the Declaration to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 11th day of December, 2015.

WITNESSES:

ALTON RECREATION ASSOCIATION, INC.,
a Florida not-for-profit corporation

[Signature]
Print Name: Scott Morton

By: [Signature]
Rick Covell, President

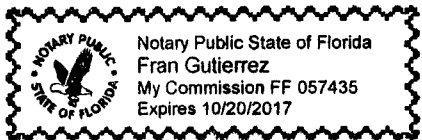
[Signature]
Print Name: Monica Salas

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11th day of December, 2015 by Rick Covell, as President of ALTON RECREATION ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:



Print Name: [Signature]
NOTARY PUBLIC - STATE OF Florida
Commission Number: FF 057435
My commission expires: 10/20/2017

MORTGAGEE JOINDER AND CONSENT

REGIONS BANK, an Alabama banking corporation ("Mortgagee"), the holder of that certain Mortgage, Assignment of Rents and Security Agreement recorded December 23, 2013 in Official Record Book 26522, Page 244, as affected by Partial Release of Mortgage Documents recorded January 28, 2014, in Official Records Book 26582, Page 1854, of said Public Records, as affected by Partial Release of Mortgage Documents recorded December 15, 2014 in Official Records Book 27218, Page 1675, as further affected by Partial Release of Mortgage Documents recorded February 9, 2015, in Official Records Book 27327, Page 1538, all of the Public Records of Palm Beach County (collectively, the "Mortgage") which Mortgage constitutes a lien and encumbrance upon the real property legally described in Exhibit B to this Declaration, hereby joins in this Declaration for the purpose of consenting to the terms hereof, and agrees that the Mortgage shall be subordinate to this Declaration.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed in its name, effective as of this 23 day of November, 2015.

Signed, sealed and delivered
in the presence of:

REGIONS BANK,
an Alabama banking corporation

Sandra L. Amsterdam

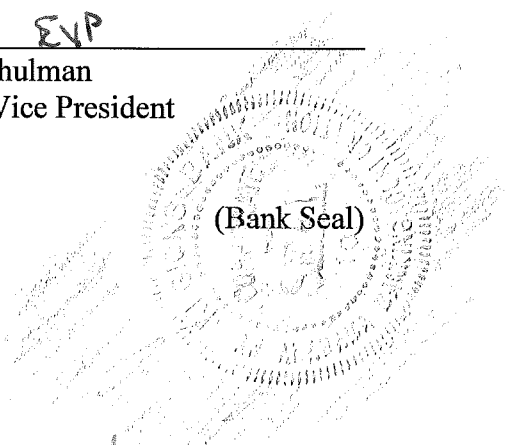
Print Name: SANDRA L. AMSTERDAM

By: *[Signature]* EVP

Jeffrey I. Shulman
Executive Vice President

Sheree F. Heard

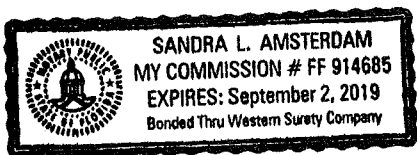
Print Name: SHEREE F. HEARD



STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 23rd day of November, 2015, by Jeffrey I. Shulman, as Executive Vice President of REGIONS BANK, an Alabama banking corporation, on behalf of said banking corporation. He is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]



Notary: *Sandra L. Amsterdam*
Print Name: SANDRA L. AMSTERDAM
Notary Public, State of Florida
My commission expires: 9/2/2019

EXHIBIT A

LEGAL DESCRIPTION OF COMMUNITY RECREATION AND FITNESS FACILITY

[See attached]

THIS IS NOT A BOUNDARY SURVEY

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT "DEF" ALTON PCD AS RECORDED IN PLAT BOOK 118, PAGES 197 THROUGH 206, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWEST LINE OF SAID TRACT "DEF" AND THE WEST RIGHT-OF-WAY LINE OF ALTON ROAD (TRACT "S-1") AS SHOWN ON SAID PLAT OF ALTON PCD; THENCE SOUTH 01°17'32" WEST ALONG SAID EAST LINE OF TRACT "DEF" AND WEST RIGHT-OF-WAY LINE OF ALTON ROAD (TRACT "S-1"), A DISTANCE OF 370.17 FEET; THENCE SOUTH 00°46'38" EAST ALONG SAID WEST RIGHT-OF-WAY LINE OF ALTON ROAD (TRACT "S-1"), A DISTANCE OF 34.24 FEET TO A POINT ON THE SOUTH LINE OF SAID ALTON ROAD (TRACT "S-1"); THENCE CONTINUE SOUTH 00°46'38" EAST, A DISTANCE OF 264.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1190.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°50'58", A DISTANCE OF 38.41 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 87°22'24" WEST ALONG A LINE RADIAL TO THE AFOREDESCRIBED CURVE, A DISTANCE OF 315.02 FEET; THENCE NORTH 01°55'31" WEST, A DISTANCE OF 18.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 600.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°24'33", A DISTANCE OF 234.67 FEET TO THE POINT OF TANGENCY; THENCE NORTH 24°20'03" WEST, A DISTANCE OF 280.45 FEET TO A POINT ON SAID NORTHWEST LINE OF TRACT "DEF"; THENCE NORTH 65°39'57" EAST ALONG SAID NORTHWEST LINE OF TRACT "DEF", A DISTANCE OF 534.48 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5.506 ACRES OR 239,831 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

1. NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THIS OFFICE.
2. BEARINGS AS SHOWN HEREON ARE BASED UPON THE NORTHWEST LINE TRACT "DEF", ALTON PCD, AS RECORDED IN PLAT BOOK 118, PAGE 197, BEING THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 4296, PAGE 1151, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, HAVING A GRID BEARING OF NORTH 65°39'57" EAST, WHICH IS RELATIVE TO THE NORTH AMERICAN DATUM (N.A.D.) 83, 1990 ADJUSTMENT.
3. ALL EASEMENTS AND TRACTS AS SHOWN HEREON, ARE BASED ON ALTON PCD AS RECORDED IN PLAT BOOK 118 , PAGES 197 - 206, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

LEGEND

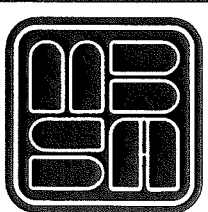
- P.O.B. = POINT OF BEGINNING
- P.B. = PLAT BOOK
- TYP. = TYPICAL
- R. = RADIUS
- Δ = CURVE CENTRAL ANGLE
- L = ARC LENGTH
- R/W = RIGHT-OF-WAY
- N/A = NOT APPLICABLE
- ⊕ = CENTERLINE
- U.E. = UTILITY EASEMENT
- R.B.E. = ROADWAY BUFFER EASEMENT
- S.U.A.E. = SEACOAST UTILITY AUTHORITY EASEMENT

UNLESS THIS DOCUMENT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

11/12/2015
SIGNATURE DATE

Leslie C. Bispo

LESLIE C. BISPOTT
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NUMBER 5698

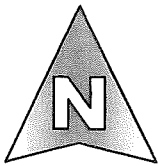


MICHAEL B. SCHORAH & ASSOCIATES, INC.		
1850 FOREST HILL BLVD., SUITE 206 WEST PALM BEACH, FLORIDA 33406		
EB# 2438	TEL. (561) 968-0080	FAX. (561) 642-9726 LB# 2438
FIELD: N/A	DRAWN: L.C.B.	SCALE: 1" = 100'
BOOK: N/A	DATE: NOV., 2015	PROJ. FILE CADDFILE
PAGE: N/A	CHECKED: C.S.P.	1635_ALTON REC

SKETCH AND DESCRIPTION	
A PORTION OF TRACT "DEF"	
ALTON PCD	
(RECREATION PARCEL)	
SHEET NO. 1 OF 2	JOB NO. 1635

THIS IS NOT A BOUNDARY SURVEY

EXHIBIT "A"



TRACT "B"
ALTON PCD
P.B. 118, PAGE 197-206

P.O.B.
INTERSECTION OF THE
W. R/W LINE OF ALTON ROAD
AND THE NW. LINE OF
TRACT "DEF", ALTON PCD
P.B. 118, PAGE 197-206

25' TYP.

N65°39'57"E 534.48'
THE NW. LINE OF TRACT "DEF"

TRACT "O-10"
ALTON PCD
P.B. 118, PAGE 197-206

E. LINE TRACT "DEF"
AND W. R/W LINE OF
ALTON ROAD

ALTON ROAD

TRACT "S-1"
P.B. 118, PAGE 197

GRANDIFLORA ROAD
TRACT "S-2"
P.B. 118, PAGE 197

45' S.U.A.E. #9
P.B. 118, PAGE 197

S88°42'28"E

40.00'

83.22'

20' R.B.E.
P.B. 118, PAGE 197

10' U.E.
P.B. 118, PAGE 197

S00°46'38"E
34.24'

SUBJECT PARCEL
A PORTION OF TRACT "DEF"
ALTON PCD

TRACT "DEF"
ALTON PCD
P.B. 118, PAGE 197-206

N24°20'03"W 280.45'

L=234.67'
Δ=22°24'33"
R=600.00'

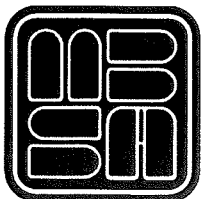
S89°13'22"W 88.82'
S. LINE ALTON ROAD
TRACT "S-2"

TRACT "DEF"
ALTON PCD
P.B. 118, PAGE 197-206

RADIAL
S87°22'24"W 315.02'

TRACT "DEF"
ALTON PCD
P.B. 118, PAGE 197-206

R=1190.00'
Δ=1°50'58"
L=38.41'



**MICHAEL B. SCHORAH
& ASSOCIATES, INC.**

1850 FOREST HILL BLVD., SUITE 206
WEST PALM BEACH, FLORIDA 33406

EB# 2438 TEL. (561) 968-0080 FAX. (561) 642-9726 LB# 2438

FIELD: N/A	DRAWN: L.C.B.	SCALE: 1" = 100'
BOOK: N/A	DATE: NOV., 2015	PROJ. FILE CADDFILE
PAGE: N/A	CHECKED: C.S.P.	1635_ALTON REC

SKETCH AND DESCRIPTION
A PORTION OF TRACT "DEF"
ALTON PCD
(RECREATION PARCEL)

SHEET NO. 2 OF 2

JOB NO. 1635

EXHIBIT B

LEGAL DESCRIPTION OF COMMUNITY

ALL OF THE PLAT OF ALTON NEIGHBORHOOD 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 119, PAGE 51, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT: TRACT R-1, PLAT OF ALTON NEIGHBORHOOD 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 119, PAGE 51, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

This Instrument Prepared by
And to be Returned to:
H. William Perry, Esq.
Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Drive, Suite 500
West Palm Beach, FL 33401
Will Call Box 22

**FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR ALTON**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR ALTON ("Amendment") is made and executed this 30th day of December, 2015 by KH ALTON LLC, a Florida limited liability company ("Declarant").

WHEREAS, Declarant recorded that certain Amended and Restated Master Declaration of Covenants, Easements and Restrictions for Alton (the "Declaration") on March 6, 2015 in Official Records Book 27384, Page 0001, of the Public Records of Palm Beach County, Florida; and

WHEREAS, Declarant has the right, pursuant to the terms of Section 18.1 of the Declaration, to unilaterally amend the Declaration and file such amendment in the Public Records of Palm Beach County, Florida; and

WHEREAS, Declarant has determined that it is necessary to amend the Declaration as hereinafter set forth.

NOW THEREFORE, by this Amendment, Declarant does hereby amend, and by these presents does cause the Declaration to be amended as follows:

1. **Recitals; Definitions.** The foregoing recitals are true and correct and are incorporated herein by reference. Terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration.

2. **Amendment.** The Declaration is hereby amended as follows:

2.1 Section 2.1 of the Declaration is hereby amended to delete the definition of "Common Expenses" in its entirety and replace it with the following:

““Common Expenses”: The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserves, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses for initial development or other original construction costs incurred by Declarant (payments due under leases of capital improvements such as street lights shall not be considered an initial development or original construction cost).”

2.2 Section 2.1 of the Declaration is hereby amended to delete the definition of "Waste Management Plan" in its entirety and replace it with the following in the correct alphabetical order:

“Hazardous Materials Management Plan”: Shall have the meaning provided in Section 20.3 hereof.”

2.3 Section 2.1 of the Declaration is hereby amended to add the following definition in its correct alphabetical order:

“High Tech Parcel”: The real property legally described on Exhibit "A-5" attached hereto.

2.4 Section 3.4(h) of the Declaration is hereby amended to add the following clause to the end of Section 3.4(h):

“or (v) the High Tech Parcel Owner’s right to use and develop the High Tech Parcel as contemplated by the Master Plan as the same may be amended from time to time provided that any changes to the High Tech Parcel shall be subject to the written consent of the High Tech Parcel Owner.

2.5 Section 4.1 of the Declaration is hereby amended to delete the last sentence of Section 4.1 and replace it with the following:

“This Section 4.1 shall not apply to the Retail Parcel or the High Tech Parcel so long as all changes made to the exterior of any building located on the Retail Parcel or the High Tech Parcel, as applicable, and all proposed site plans, signage plans, landscape plans and architectural plans for any portion of the Retail Parcel or High Tech Parcel, as applicable, comply with all applicable laws, rules, regulations or ordinances promulgated by any governmental agency having jurisdiction over Alton (including, without limitation the City, the County, SFWMD, NPBCID) and shall specifically comply with the other terms of this Declaration and the Design Guidelines.”

2.6 Section 6.3 of the Declaration is hereby amended by deleting the reference to 75% in the last sentence of Section 6.3 and replacing it with “100%.”

2.7 Section 6.14 of the Declaration is hereby deleted in its entirety and replaced with the following:

“6.14 Declarant Approval Required for any Applications Seeking Development Approval Within Alton.

“During the Class B Control Period, prior to the submittal of any application to the City, the County, NPBCID or SFWMD seeking site plan approval or any modifications to any approved Master Plan, Design Guidelines, SFWMD Permit or any of the DRI Approvals, the Owner wishing to submit such application must submit the application to Declarant for review and must obtain Declarant’s

written approval of such application prior to filing same, which approval shall not be unreasonably delayed, conditioned or withheld. Notwithstanding the foregoing, an application to the SFWMD which modifies the approved onsite water management system for the High Tech Parcel shall not require Declarant's review or approval, so long as such application does not (i) change, alter or modify the underlying conceptual SFWMD permit for Alton (Application No. 131119-5, Permit No. 50-00610-S-24), or (ii) result in adverse water resource conditions to other property contained within Alton."

2.8 Section 7.1(c) of the Declaration is hereby amended to delete the words "at least two-thirds" and replace same with "100%."

2.9 Section 7.5 of the Declaration is hereby amended to add the following new paragraph to the end of Section 7.5:

"Notwithstanding anything to the contrary contained in this Section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of any Recorded first Mortgage who acquires title to a Residential Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the mortgagee's acquisition of title, shall be subject to Section 720.3085(2)(c), Florida Statutes, with respect to such Residential Unit."

2.10 Section 9.4(b) of the Declaration is hereby amended to add the following footnote after the words "written consent" at the end of the first sentence of Section 9.4(b):

"Notwithstanding the previous sentence, (i) NADG/Brock (Alton PBG) LP, a Florida limited partnership, or its successors and assigns (collectively, "NADG"), shall have the right to record any customary declaration of covenants, conditions and restrictions or similar instruments affecting only the portion of the Retail Parcel owned by NADG ("NADG Property"), as reasonably required by NADG or any national or regional retail tenant or similar occupant or end user of the NADG Property, so long as such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument does not contain any provisions that conflict with the terms of this Declaration, and (ii) the High Tech Parcel Owner shall have the right to record any customary declaration of covenants, conditions and restrictions or similar instruments affecting only the High Tech Parcel as reasonably required by the High Tech Parcel Owner, so long as such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument does not contain any provisions that conflict with the terms of this Declaration."

2.11 Section 20.3 of the Declaration is hereby deleted in its entirety and replaced with the following:

"20.3 Hazardous Materials Management Plan. Declarant prepared that certain Alton Development of Regional Impact and Planned Community Development Hazardous Materials Management Plan dated May 2014 and revised August 27, 2015 (the "Hazardous Materials Management Plan") for the non-residential uses

within Alton, a copy of which is attached hereto as Exhibit "H". The Hazardous Materials Management Plan includes off-site disposal plans, on-site waste handling, spill protection, record keeping, notification and emergency procedures for any hazardous materials, substances or wastes within the non-residential portions of Alton. All Owners, by taking title to any Nonresidential Parcel within Alton, hereby acknowledge receipt of a copy of the Hazardous Materials Management Plan and shall comply and be bound by all requirements in the Hazardous Materials Management Plan. Furthermore, the Association shall act as the "Environmental Liaison" with respect to the Hazardous Materials Management Plan, and is authorized to employ such attorneys, engineers and environmental consultants as determined necessary by the Association in order to fulfill the educational, training, monitoring, notification, and record keeping requirements of the Hazardous Materials Management Plan. All costs of the Association in connection with acting as the "Environmental Liaison" under the Hazardous Materials Management Plan, including the cost of any attorneys, engineers or environmental consultants hired by Association, shall be Common Expenses."

2.12 Section 21.1 of the Declaration is hereby amended to add the following language as a new line item after "Exhibit "A-4"- Villas Parcel Legal Description:

""Exhibit "A-5"- High Tech Parcel Legal Description."

2.13 A new Exhibit "A-5" (Legal Description of High Tech Parcel), is hereby added to the Declaration in the form attached hereto as Exhibit "A-5."

2.14 Section 21.1 of the Declaration is hereby amended to add the following language as a new line item at the end of such Section 21.2:

""Exhibit "H"- Hazardous Materials Management Plan."

2.15 A new Exhibit "H" (Hazardous Materials Management Plan), is hereby added to the Declaration in the form attached hereto as Exhibit "H".

2.16 Section 2, Prohibited Uses, of Exhibit "E", Initial Community Restrictions, to the Declaration is hereby amended by deleting subsection "j." of such Section 2 and replacing it with the following:

"j. any industrial use (except within the County Parcel, FPL Parcel, or Parcel B as shown on the Master Plan); and".

2.17 The Master Plan, which should have been attached to the Declaration after Exhibit F in O.R. Book 27384, Page 104, is recorded at pages 101 and 102.

3. **Effective Date; Effect of Amendment.** This Amendment shall become effective upon its recordation in the Public Records of Palm Beach County, Florida. Except as modified herein, all terms and provisions of the Declaration shall remain unchanged and shall be in full force and effect.

EXHIBIT "A-5"

LEGAL DESCRIPTION OF HIGH TECH PARCEL

Tract B-1, of PASTEUR PLAT ONE, according to the Plat thereof, recorded in Plat Book 120, Page 187, of the Public Records of Palm Beach County, Florida.

EXHIBIT "H"

HAZARDOUS MATERIALS MANAGEMENT PLAN

[See attached]

Alton
Development of Regional Impact
And
Planned Community Development
Hazardous Materials Management Plan

May 2014
Revised August 27, 2015

Prepared for:
KH Alton LLC
701 South Olive Avenue, Suite 104
West Palm Beach, FL 33401

TABLE OF CONTENTS

1. PURPOSE AND SCOPE OF HAZARDOUS MATERIALS MANAGEMENT PLAN.....	1
2. HAZARDOUS MATERIALS OR WASTE DISCLOSURE	2
3. PREMISES INSPECTIONS.....	3
4. SPILL PREVENTION, CONTAINMENT AND DISPOSAL	3
5. SYSTEM MAINTENANCE, OPERATION AND MONITORING	4
6. SPILL RESPONSE	5
7. FINANCIAL AND PHYSICAL RESPONSIBILITY FOR SPILL CLEAN UP	6
8. MONITORING OF SURFACE WATER AND GROUNDWATER	7
9. HAZARDOUS MATERIALS MANAGEMENT PLAN DISTRIBUTION.....	7
10. ACTIVITIES PROHIBITED BY REGULATORY APPROVALS	7
11. FACILITIES TRAINING OF OPERATION PERSONNEL.....	7
12. FACILITY REGISTRATION.....	8

APPENDICES

Appendix A:	United States Environmental Protection Agency List of Extremely Hazardous Substances and their Threshold Planning Quantities (40 CFR Part 355, Appendix A)
Appendix B:	State of Florida Department of Environmental Protection (DEP) Hazardous Waste Regulations (FAC Chapter 62-730)
Appendix C:	Environmental Liaison Inspection Form
Appendix D:	State of Florida Biomedical Waste Regulations (FAC Chapter 64E-16)
Appendix E:	Spill Response Procedures: "WHAT DO I DO IN THE EVENT OF A SPILL OR LEAK"
Appendix F:	United States Environmental Protection Agency List of Hazardous Substances and Reportable Quantities (40 CFR Part 302.4)
Appendix G:	Map depicting Biotechnology Parcels A1-SCR and A1-BIO for Reference in SFWMD Permitting

Alton PCD
HAZARDOUS MATERIALS MANAGEMENT PLAN

1. PURPOSE AND SCOPE OF THE HAZARDOUS MATERIALS MANAGEMENT PLAN

The purpose of this Hazardous Materials Management Plan (HMMP), as required of the developer/ property owner, by The City of Palm Beach Gardens Resolution 80-2009 is to address the handling and disposal of any toxic or hazardous materials, of potential hazard to the Alton Planned Community Development (PCD) surface and ground water, in accordance with Florida Administrative Code (F.A.C.) Rule 62-730, and any biomedical waste in accordance with F.A.C. Rule 64E-16. The Alton PCD is a planned development and will consist of mixed use commercial (non-residential) and residential areas. This plan is applicable to non-residential areas that may handle and dispose of hazardous materials and biomedical waste. This HMMP shall be implemented by ALTON PROPERTY OWNERS ASSOCIATION, INC, the Environmental Liaison (EL) upon approval by The City of Palm Beach Gardens (PBG), The Palm Beach Health Department (PBCHD) and The Florida Department of Environmental Protection (FDEP). The requirements of this document are to be enforced through the powers granted to NPBCID. Ultimate authority for the regulation of these shall be pursuant to the applicable State and Federal laws dealing with the transportation, use, handling, generation, and storage of hazardous substances under appropriate State and Federal statutes, Individual non-residential lot owners/ tenants in the PCD are responsible for compliance with the HMMP.

The HMMP addresses the following major areas:

- Requires disclosure by all non-residential owners or tenants of the property of all hazardous materials or waste proposed to be stored, used, or generated on premises;
- Requires the inspection of all premises storing, using, or generating hazardous material or waste prior to the commencement of operation, and periodically thereafter, to assure that proper facilities and procedures are in place to properly manage hazardous materials projected to occur;
- Provides minimum standards and procedures for storage, prevention of spills, containment of spills, and transfer and disposal of such material and waste containment systems;
- Details actions and procedures to be followed in case of spills or other accidents involving hazardous materials or waste;
- Guarantees financial and physical responsibility for spill clean-up;
- Includes a program for continued monitoring of surface water and groundwater on the site; and
- Incorporates the HMMP into the development by including it as part of any lease or sales agreement provided to non-residential tenants and owners that will use, handle, store, display, or generate hazardous materials. The annual environmental inspection by the EL is performed utilizing the Environmental Liaison Inspection

Alton PCD
HAZARDOUS MATERIALS MANAGEMENT PLAN

Form (ELI Form), attached hereto as Appendix C and incorporated into the requirements of this HMMP. A copy of the approved HMMP for the PCD is being provided by the EL to the contractors and all non-residential owners, tenants and operators of business within the project who are required to comply with the applicable provisions of the HMMP.

2. HAZARDOUS MATERIALS OR WASTES DISCLOSURES

The terms "Hazardous Materials" or "Hazardous Substances" used in this document means any substance listed in the Environmental Protection Agency's (EPA's) designated list of "Extremely Hazardous Substances (EHS's) and their Threshold Planning Quantities (TPQ's)", updated periodically and attached hereto as Appendix A. Appendix A contains the most recent list (revised as of July 1, 2013) of EHS's (located in the United States Code of Federal Regulations, Title 40, Part 355.5) published via the United States Government Printing Office (GPO) website <http://www.gpoaccess.gov>. It is the responsibility of the user of this HMMP to determine, at the time of the use, whether the EHS's as listed in Appendix A contain the most up to date information available.

"Hazardous Wastes" are defined by the United States Environmental Protection Agency (EPA) in the United States Code of Federal Regulations (CFR Title 40, Part 261). The EPA hazardous waste regulations may be referenced via the internet by utilizing the GPO website address above. The State of Florida DEP has adopted their own hazardous waste regulations (FAC Chapter 63-730) and these regulations are included in this HMMP in Appendix B. The State of Florida hazardous waste regulations may also be accessed via the DEP website <http://www.dep.state.fl.us>. It is the responsibility of the user of this HMMP to determine, at the time of use, whether the material enclosed in Appendix B is the most up to date information available.

"Biomedical Wastes" are defined regulated by the Florida Department of Health (DOH) in FAC Chapter 64E-16 and attached hereto as Appendix D. These regulations provide guidance to facilities that generate biomedical waste to aid them in ensuring proper management of that waste (including generation, transport, storage, or treatment). The State of Florida biomedical waste regulations may also be accessed via the DOH website <http://www.floridahealth.gov>. It is the responsibility of the user of this HMMP to determine, at the time of use, whether the material enclosed in Appendix D is the most up to date information available.

The HMMP requires disclosure to the EL by all non-residential owners or tenants within the PCD limits of all hazardous materials or wastes, as defined by Federal and State Statutes, proposed to be stored, used, or generated on premises. Each new and existing non-residential owner will be given a copy of this HMMP. The distribution of the HMMP copies will be handled and documented by the EL. Prior to the issuance of its Certificate of Occupancy (CO), each new non-residential owner or tenant will be required to submit to the EL a list of all hazardous materials or wastes proposed to be stored, used or

Alton PCD
HAZARDOUS MATERIALS MANAGEMENT PLAN

generated on their premises. It will be the responsibility of the owner or tenant to notify the EL in writing of any changes to the list of hazardous materials or wastes stored, used, or generated on the premises. The EL will maintain the records required under this disclosure at their office.

3. PREMISES INSPECTIONS

Prior to commencement of operations, an inspection of all premises storing, using, or generating hazardous materials or wastes is required, and periodically thereafter, to assure that proper facilities and procedures are in place to properly manage hazardous materials projected to occur. The inspections are accomplished by the EL utilizing the ELI Form, incorporated into the HMMP as Appendix C. An Annual Report will be issued by the EL and include all ELI Forms completed for the previous year. A copy of the Annual Report will be distributed to the City of PBG, PBCHD, FDEP, NPBCID, and The Alton Property Owners Association (POA).

4. SPILL PREVENTION CONTAINMENT AND DISPOSAL

- A. The HMMP requires minimum standards and procedures for storage, prevention of spills, containment of spills, and transfer and disposal of such materials and waste.

Minimum standards are described below; however, it is the ultimate responsibility of the owner/tenant to ensure that they are in compliance with all applicable environmental laws and regulations that may pertain to them.

Containment systems and monitoring programs at sites within the PCD and facilities using, storing or handling hazardous substances and wastes shall be subject to review and approval, as may be required, by regulatory authorities such as the FDEP, PBC ERM and PBCHD prior to said use, handling and storing.

- Loading, off-loading and storage areas for such hazardous substances shall be in accordance with applicable Florida, Federal and local rules and regulations.
- Storage areas for hazardous substances shall be fully enclosed with controlled access. All substances shall be stored in areas which are conspicuously identified by sign and restricted by access to undesignated personnel so as to minimize any possibility of access by untrained persons. Said materials shall be stored in accordance with applicable fire regulations and any applicable local ordinances.
- Tanks used for storage of hazardous substances and fuels, with the exception of retail gasoline service stations, will be located above ground and shall have sufficient shell strength to assure against collapse or rupture. They will also have over-fill controls and be constructed over impervious surfaces and within an enclosed facility

Alton PCD
HAZARDOUS MATERIALS MANAGEMENT PLAN

capable of retaining any accidental spillage or leakage. Suitable detection and alarm systems shall also be provided.

- Disposal of hazardous substances shall be in accordance with applicable Florida, State, Federal and local rules and regulations. On-site disposal of hazardous waste or substances is prohibited. Such substances shall not be disposed of into public sewer systems or the surface water management system. Industrial waste treatment shall be provided in accordance with applicable DEP standards and standards adopted by the Park EL.
- Handling and disposal of hazardous waste shall be in accordance with State of Florida hazardous waste regulations, FAC Chapter 62-730, attached hereto as Appendix B. Biomedical waste handling and disposal shall be in accordance with State of Florida Biomedical Waste regulations, FAC Chapter 64E-16, enclosed herein as Appendix D.

B. South Florida Water Management District Permit Requirements for Surface Water Management Containment in Biotechnology Parcels (identified as A1-SCR and A1-BIO in Appendix G)

In addition to any other provisions included in this plan, the following special provisions related to the storm water management system must be included in the design of any facility that handles or utilizes any hazardous material or bio-medical waste materials.

- Material handling areas that are subject to use for receiving and / or disposal of hazardous materials are to be constructed to isolate those areas from any connection to the storm water system. Isolation design shall include an area consisting of an impervious floor set at or above the 100 year, 3 day-zero discharge elevation, four walls, and a roof.
- A containment area sufficient to store the volume of any hazardous material or bio-medical waste material being transported or delivered to this facility must be provided as part of the material handling areas.
- Any site storage area for hazardous material must include a secondary containment area with a volume of 100% of the storage area.

5. SYSTEM MAINTENANCE, OPERATION AND MONITORING

The HMMP requires the proper maintenance, operation and monitoring of hazardous materials and waste management systems including spill and hazardous materials and waste containment systems.

Alton PCD
HAZARDOUS MATERIALS MANAGEMENT PLAN

Minimum standards are described below; however, it is the ultimate responsibility of the owner / tenant to ensure that they are in compliance with all applicable environmental laws and regulations that may pertain to them.

- Records

Facilities which use, handle or store hazardous substances or generate hazardous or biomedical waste shall maintain records including the type and quantity of hazardous substances in each shipment and storage in the facility. Copies of such records shall be provided to the EL. All records shall be retained on site for a minimum of three years unless a longer period is required by appropriate regulatory agencies.

- Monitoring Systems

If a ground water monitoring system is required for a facility with hazardous substances by a regulatory agency, then the location and construction details of all monitoring devices and sampling points shall be readily available for use by the regulatory agencies in the event some enforcement action with regard to the handling of hazardous substances may become necessary. Data results from monitoring shall be routinely compiled by the EL and forwarded to the applicable regulatory agencies.

6. SPILL RESPONSE

The HMMP details the actions and procedures to be followed in case of spills or other accidents involving hazardous materials or waste.

Minimum standards are described below; however it is the ultimate responsibility of the owner/tenant to ensure that they are in compliance with all applicable environmental laws and regulations that may pertain to them.

The PCD EL shall develop a procedure for informing the appropriate local, state and federal agencies of any event resulting in the environmental release of a hazardous substance exceeding a responsible quantity within the PCD. The EL shall make this procedure available to each facility using hazardous substances (see Appendix E: "WHAT DO I DO IN THE EVENT OF A SPILL OR LEAK?"). It is important to note that releases other than hazardous substances (such as petroleum products and hazardous wastes) may require additional reporting requirements. A summary of release reporting requirements can be found on FDEP's website: http://www.dep.state.fl.us/oer/federal_release.htm. It is the responsibility of the owner/tenant to know, before a spill occurs, what their reporting requirements are.

Alton PCD
HAZARDOUS MATERIALS MANAGEMENT PLAN

In all cases, any release, explosion, fire or any incident equal to or exceeding a reportable Quantity (RQ) of any hazardous substance (refer to lists of hazardous and extremely hazardous substances and their RQ's in Appendix F) shall be reported immediately as follows:

FIRST CALL 911 THEN...

1. Florida State Warning Point (State Emergency Response Commission): 1-800-320-0519 or 1-850-413-9911 (www.floridadisaster.org/response/operations/swp.htm)
2. National Response Center: 1-800-424-8802 or 1-202-267-2675 (www.nrc.uscg.mil)
3. Local Emergency Planning Committee (Treasure Coast Regional Planning Council): 1-772-221-4060 (www.tcrpc.org)
4. The Northern Palm Beach County Improvement District: Mr. Dan Beatty, PE, 1-561-624-7830 (www.npbcid.org)
5. The PCD Environmental Liaison

Other emergency contact numbers that may be useful are as follows:

- ✓ Palm Beach County Fire Station 16, Battalion 1: 1-561-748-4730
- ✓ Florida Department of Environmental Protection, Emergency Response Office: 1-561-393-5877
- ✓ Florida Department of Environmental Protection, Southeast Florida District Office: 1-561-681-6600
- ✓ Palm Beach County Health Department, Hazardous Waste Section: 1-561-837-5900
- ✓ Poison Control Center: 1-800-222-1222
- ✓ US Environmental Protection Agency, Region IV: 1-800-241-1754
- ✓ OSHA: 1-800-321-6742

Each facility utilizing hazardous substances or generating hazardous waste shall designate an emergency coordinator and develop clearly defined notification procedures including 24 hour telephone numbers for responsible personnel and procedures for admittance to emergency vehicles and personnel for response to contamination cleanup activities. A copy of said notification procedures shall be provided to the EL. Threshold limits for contamination shall be established and adequate reports required for notification of regulatory agencies as to the completion of the cleanup activities.

7. FINANCIAL AND PHYSICAL RESPONSIBILITY FOR SPILL CLEAN UP

The HMMP requires guaranteed financial and physical responsibility for spill cleanup. The NPBCID shall fully fund and maintain a \$20,000 cash fund for the cost of immediate response to contamination requiring immediate action for its removal. This fund shall

Alton PCD
HAZARDOUS MATERIALS MANAGEMENT PLAN

remain in effect as long as any hazardous substances remain on-site and shall be available to The City of PBG and FDEP on an immediate basis for their use in response to contamination of ground and surface waters.

8. MONITORING OF SURFACE WATER AND GROUNDWATER

If a ground water monitoring system is required for a facility with hazardous substances by a regulatory agency, then the location and construction details of all monitoring devices and sampling points shall be readily available for use by the regulatory agencies in the event some enforcement action with regard to the handling of hazardous substances may become necessary. Data results from monitoring shall be routinely compiled by the EL and forwarded to the applicable regulatory agencies.

9. HAZARDOUS MATERIALS MANAGEMENT PLAN DISTRIBUTION

The HMMP will be incorporated into the development and included as part of any lease or sale agreement provided to non-residential tenants and owners in the PCD that will use, handle, store, display, or generate hazardous materials or waste. A copy of the approved HMMP for the PCD shall be provided to the contractors and all non-residential owners, tenants and operators of business within the PCD and they shall be required to comply with the applicable provisions of the HMMP.

The distribution network as described shall be coordinated by and documented by the PCD EL.

10. ACTIVITIES PROHIBITED BY REGULATORY APPROVALS

Any land use or zoning that is not approved by the Zoning approvals for the PCD or otherwise approved by The City of PBG shall be prohibited.

11. FACILITY TRAINING OF OPERATION PERSONNEL

The EL has been appointed to satisfy Condition 56 of the City of Palm Beach Gardens Resolution 80-2009.

The duties of this position are as follows:

- Monitor development in the PCD for compliance with the HMMP
- Prepare and educational and monitoring program to be coordinated with each non-residential, regulated owner and/or tenant with the appropriate regulatory agency.
- Prepare an annual report describing the HMMP and submit report to The City of Palm Beach Gardens, Northern Palm Beach County Improvement District, Palm

Alton PCD
HAZARDOUS MATERIALS MANAGEMENT PLAN

Beach County Health Department, Florida Department of Environmental Protection, Treasure Coast Regional Planning Council and The Alton Property Owners Association.

- Report immediately any violation of conditions of approval or any potentially hazardous conditions or practices of any non-residential owner or tenant to The City of Palm Beach Gardens, Florida Department of Environmental Regulation and other appropriate regulatory agencies.

12. FACILITY REGISTRATION

As condition of the EL's approval, each facility using hazardous substances or generating hazardous waste shall register with the Environmental Liaison, The Florida Emergency Response Commission, The City of Palm Beach Gardens and Northern Palm Beach County Improvement District and any other regulatory agency requiring registration, the amount, type, description and source of any hazardous substances utilized by the operation, as well as details of storage, containment, disposal, and emergency procedures for handling of hazardous substances or waste. A compilation of these registrations shall be kept by the EL, up dated on an annual basis or more frequently as required by the appropriate regulatory agencies, and furnished to the appropriate regulatory agencies under the general permits for the Alton PCD. Local emergency authorities (police, fire department, hospital) shall also be provided this information along with a plan of the property indicating entrances, evacuation routes, normal employee work stations and a list of properties, hazards, and location associated with storage or use of hazardous substances on site.

Appendix A

40 CFR Part 355, Appendix A

United States Environmental Protection Agency

*The List of Extremely Hazardous Substances
and Their Threshold Planning Quantities*

Pt. 355, App. A

40 CFR Ch. I (7-1-13 Edition)

Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles) of any hazardous chemical, EHS, or CERCLA hazardous substance.

Reportable quantity means, for any CERCLA hazardous substance, the quantity established in Table 302.4 of 40 CFR 302.4, for such substance. For any EHS, reportable quantity means the quantity established in Appendices A and B of this part for such substance. Unless and until superseded by regulations establishing a reportable quantity for newly listed EHSs or CERCLA hazardous substances, a weight of 1 pound shall be the reportable quantity.

SERC means the State Emergency Response Commission for the State in which the facility is located except where the facility is located in Indian Country, in which case, SERC means the Emergency Response Commission for the Tribe under whose jurisdiction

the facility is located. In the absence of a SERC for a State or Indian Tribe, the Governor or the chief executive officer of the tribe, respectively, shall be the SERC. Where there is a cooperative agreement between a State and a Tribe, the SERC shall be the entity identified in the agreement.

Solution means any aqueous or organic solutions, slurries, viscous solutions, suspensions, emulsions, or pastes.

State means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, any other territory or possession over which the United States has jurisdiction and Indian Country.

Threshold planning quantity means, for a substance listed in Appendices A and B of this part, the quantity listed in the column "threshold planning quantity" for that substance.

[73 FR 65462, Nov. 3, 2008, as amended at 73 FR 76960, Dec. 18, 2008; 77 FR 16688, Mar. 22, 2012]

APPENDIX A TO PART 355—THE LIST OF EXTREMELY HAZARDOUS SUBSTANCES AND THEIR THRESHOLD PLANNING QUANTITIES

[Alphabetical Order]

CAS No.	Chemical name	Notes	Reportable quantity* (pounds)	Threshold planning quantity (pounds)
75-86-5	Acetone Cyanohydrin		10	1,000
1752-30-3	Acetone Thiosemicarbazide		1,000	1,000/10,000
107-02-8	Acrolein		1	500
79-06-1	Acrylamide	f	5,000	1,000/10,000
107-13-1	Acrylonitrile	f	100	10,000
814-65-6	Acrylyl Chloride	d	100	100
111-69-3	Adiponitrile	f	1,000	1,000
116-08-3	Aldicarb	b	1	100/10,000
309-00-2	Aldrin		1	500/10,000
107-18-6	Allyl Alcohol		100	1,000
107-11-9	Allylamine		500	500
20859-73-8	Aluminum Phosphide	a	100	500
54-62-6	Aminopterin		500	500/10,000
78-53-5	Amiton		500	500
3734-97-2	Amiton Oxalate		100	100/10,000
7664-41-7	Ammonia	f	100	500
300-62-9	Amphetamine		1,000	1,000
62-53-3	Aniline	f	5,000	1,000
88-05-1	Aniline, 2,4,6-Trimethyl-		500	500
7783-70-2	Antimony Pentatelluride		500	500
1397-94-0	Antimycin A	b	1,000	1,000/10,000
86-88-4	ANTU		100	500/10,000
1303-28-2	Arsenic Pentoxide		1	100/10,000
1327-53-3	Arsenous Oxide	d	1	100/10,000
7784-34-1	Arsenous Trichloride		1	500
7784-42-1	Arsine		100	100
2542-71-9	Azinphos-Ethyl		100	100/10,000
86-50-0	Azinphos-Methyl		1	10/10,000
98-87-3	Benzal Chloride		5,000	500

Environmental Protection Agency

Pt. 355, App. A

[Alphabetical Order]

CAS No.	Chemical name	Notes	Reportable quantity * (pounds)	Threshold planning quantity (pounds)
98-16-8	Benzenamine, 3-(Trifluoromethyl)-		500	500
100-14-1	Benzene, 1-(Chloromethyl)-4-Nitro-		500	500/10,000
98-05-5	Benzenearsonic Acid		10	10/10,000
3615-21-2	Benzimidazole, 4,5-Dichloro-2-(Trifluoromethyl)-	c	500	500/10,000
98-07-7	Benzotrithionide		10	100
100-44-7	Benzyl Chloride		100	500
140-29-4	Benzyl Cyanide	d	500	500
15271-41-7	Bicyclo[2.2.1]heptane-2-Carbonitrile, 5-Chloro-6-(((Methylamino)Carbonyl)Oxy)imino)-, (1s-(1-alpha,2-beta,4-alpha,5-alpha,6E))-		500	500/10,000
534-07-6	Bis(Chloromethyl) Ketone		10	10/10,000
4044-65-9	Bitoscanale		500	500/10,000
10294-34-5	Boron Trichloride		500	500
7637-07-2	Boron Trifluoride		500	500
353-42-4	Boron Trifluoride Compound With Methyl Ether (1:1)		1,000	1,000
28772-56-7	Bromadiolone		100	100/10,000
7726-95-6	Bromine	f	500	500
1306-19-0	Cadmium Oxide		100	100/10,000
2223-93-0	Cadmium Stearate	b	1,000	1,000/10,000
7778-44-1	Calcium Arsenate		1	500/10,000
8001-35-2	Camphochlor		1	500/10,000
56-25-7	Cantharidin		100	100/10,000
51-83-2	Carbachol Chloride		500	500/10,000
25419-73-8	Carbamic Acid, Methyl-, O-(((2,4-Dimethyl-1, 3-Dithiolan-2-yl)methylene)Amino)-		100	100/10,000
1563-66-2	Carboluran		10	10/10,000
75-15-0	Carbon Disulfide	f	100	10,000
786-19-6	Carbophenothion		500	500
57-74-9	Chlordane		1	1,000
470-90-6	Chlorfenvinphos		500	500
7782-50-5	Chlorine		10	100
24934-91-6	Chlormephos		500	500
999-81-5	Chlormequat Chloride	d	100	100/10,000
79-11-8	Chloroacetic Acid		100	100/10,000
107-07-3	Chloroethanol		500	500
627-11-2	Chloroethyl Chloroformate		1,000	1,000
67-66-3	Chloroform	f	10	10,000
542-88-1	Chloromethyl Ether	d	10	100
107-30-2	Chloromethyl Methyl Ether	b	10	100
3691-35-8	Chlorophacinone		100	100/10,000
1982-47-4	Chloroxuron		500	500/10,000
21923-23-9	Chlorithiophos	d	500	500
10025-73-7	Chromic Chloride		1	1/10,000
62207-76-5	Cobalt, ((2,2'-(1,2-Ethanediybis (Nitrilomethylidene)) Bis(5-Fluorophenolato))(2-N,N',O,O')-		100	100/10,000
10210-68-1	Cobalt Carbonyl	d	10	10/10,000
64-86-8	Colchicine	d	10	10/10,000
56-72-4	Coumaphos		10	100/10,000
5836-29-3	Coumaltetryl		500	500/10,000
95-48-7	Cresol, o-		100	1,000/10,000
535-89-7	Crimidine		100	100/10,000
4170-30-3	Crotonaldehyde		100	1,000
123-73-9	Crotonaldehyde, (E)-		100	1,000
506-68-3	Cyanogen Bromide		1,000	500/10,000
506-78-5	Cyanogen Iodide		1,000	1,000/10,000
2636-26-2	Cyanophos		1,000	1,000
675-14-9	Cyanuric Fluoride		100	100
66-81-9	Cycloheximide		100	100/10,000
108-91-8	Cyclohexylamine	f	10,000	10,000
17702-41-9	Decaborane(14)		500	500/10,000
8065-48-3	Demeton		500	500
919-86-8	Demeton-S-Methyl		500	500
10311-84-9	Dialifor		100	100/10,000
19287-45-7	Diborane		100	100
111-44-4	Dichloroethyl ether		10	10,000
149-74-6	Dichloromethylphenylsilane		1,000	1,000
62-73-7	Dichlorvos		10	1,000
141-66-2	Dicrotophos		100	100
1464-53-5	Diepoxybutane		10	500
814-49-3	Diethyl Chlorophosphate	d	500	500
71-63-6	Digoxin	b	100	100/10,000

Pt. 355, App. A

40 CFR Ch. I (7-1-13 Edition)

[Alphabetical Order]

CAS No.	Chemical name	Notes	Reportable quantity * (pounds)	Threshold planning quantity (pounds)
2238-07-5	Diglycidyl Ether		1,000	1,000
20830-75-5	Digoxin	d	10	10/10,000
115-26-4	Dimetox		500	500
60-51-5	Dimethoate		10	500/10,000
2524-03-0	Dimethyl Phosphorochloridofosphate		500	500
77-78-1	Dimethyl sulfate		100	500
75-78-5	Dimethyldichlorosilane	d	500	500
57-14-7	Dimethylhydrazine		10	1,000
99-98-9	Dimethyl-p-Phenylenediamine		10	10/10,000
644-64-4	Dimellian		1	500/10,000
534-52-1	Dinitroresol		10	10/10,000
88-85-7	Dinoseb		1,000	100/10,000
1420-07-1	Dinoseb		500	500/10,000
78-34-2	Dioxathion		500	500
82-66-6	Diphacinone		10	10/10,000
152-16-9	Diphosphoramidate, Octamethyl-		100	100
298-04-4	Disulfoton		1	500
514-73-8	Dithiazanine Iodide		500	500/10,000
541-53-7	Dithiobiurel		100	100/10,000
316-42-7	Emeline, Dihydrochloride	d	1	1/10,000
115-29-7	Endosulfan		1	10/10,000
2778-04-3	Endothion		500	500/10,000
72-20-8	Endrin		1	500/10,000
106-89-8	Epichlorohydrin	f	100	1,000
2104-64-5	EPN		100	100/10,000
50-14-6	Ergocalciferol	b	1,000	1,000/10,000
379-79-3	Ergotamine Tartrate		500	500/10,000
1622-32-8	Ethanesulfonyl Chloride, 2-Chloro-		500	500
10140-87-1	Ethanol, 1,2-Dichloro-, Acetate		1,000	1,000
563-12-2	Ethion		10	1,000
13194-48-4	Ethoprophos		1,000	1,000
538-07-8	Ethylbis(2-Chloroethyl)Amine	d	500	500
371-62-0	Ethylene Fluorohydrin	b, d	10	10
75-21-8	Ethylene Oxide	f	10	1,000
107-15-3	Ethylenediamine		5,000	10,000
151-56-4	Ethylenimine		1	500
542-90-5	Ethylthiocyanate		10,000	10,000
22224-92-6	Fenamiphos		10	10/10,000
115-90-2	Fensulfthion	d	500	500
4301-50-2	Flueneil		100	100/10,000
7782-41-4	Fluorine	e	10	500
640-19-7	Fluoroacetamide		100	100/10,000
144-49-0	Fluoroacetic Acid		10	10/10,000
359-06-8	Fluoroacetyl Chloride	b	10	10
51-21-8	Fluorouracil		500	500/10,000
944-22-9	Fonofos		500	500
50-00-0	Formaldehyde	f	100	500
107-16-4	Formaldehyde Cyanohydrin	d	1,000	1,000
23422-53-9	Formetanate Hydrochloride	d	100	500/10,000
2540-82-1	Formothion		100	100
17702-57-7	Formiparanate		100	100/10,000
21548-32-3	Fosthietan		500	500
3878-19-1	Fubendazole		100	100/10,000
110-00-9	Furan		100	500
13450-90-3	Gallium Trichloride		500	500/10,000
77-47-4	Hexachlorocyclopentadiene	d	10	100
4835-11-4	Hexamethylenediamine, N,N'-Dibutyl-		500	500
302-01-2	Hydrazine		1	1,000
74-90-8	Hydrocyanic Acid		10	100
7647-01-0	Hydrogen Chloride (gas only)	f	5,000	500
7664-39-3	Hydrogen Fluoride		100	100
7722-84-1	Hydrogen Peroxide (Conc > 52%)	f	1,000	1,000
7783-07-5	Hydrogen Selenide		10	10
7783-06-4	Hydrogen Sulfide	f	100	500
123-31-9	Hydroquinone	f	100	500/10,000
13463-40-6	Iron, Pentacarbonyl-		100	100
297-78-9	Isobenzan		100	100/10,000
78-82-0	Isobutyronitrile	d	1,000	1,000
102-36-3	Isocyanic Acid, 3,4-Dichlorophenyl Ester		500	500/10,000
465-73-6	Isodrin		1	100/10,000
55-91-4	Isoliuorophate	b	100	100

Environmental Protection Agency

Pt. 355, App. A

[Alphabetical Order]

CAS No.	Chemical name	Notes	Reportable quantity* (pounds)	Threshold planning quantity (pounds)
4098-71-9	Isophorone Diisocyanate	g	500	500
108-23-6	Isopropyl Chloroformate		1,000	1,000
119-38-0	Isopropylmethyl-pyrazolyl Dimethylcarbamate		100	500
78-97-7	Lactonitrile		1,000	1,000
21609-90-5	Leptophos		500	500/10,000
541-25-3	Lewisite	b, d	10	10
58-89-9	Lindane		1	1,000/10,000
7580-67-8	Lithium Hydride	a	100	100
109-77-3	Malononitrile		1,000	500/10,000
12108-13-3	Manganese, Tricarbonyl Methylcyclopentadienyl	d	100	100
51-75-2	Mechlorethamine	b	10	10
950-10-7	Mephsosfoan		500	500
1600-27-7	Mercuric Acetate		500	500/10,000
7487-94-7	Mercuric Chloride		500	500/10,000
21908-53-2	Mercuric Oxide		500	500/10,000
10476-95-6	Methacrolein Diacetate		1,000	1,000
760-93-0	Methacrylic Anhydride		500	500
126-98-7	Methacrylonitrile	d	1,000	500
920-46-7	Methacryloyl Chloride		100	100
30674-80-7	Methacryloyloxyethyl Isocyanate	d	100	100
10265-92-6	Methamidophos		100	100/10,000
558-25-8	Methanesulfonyl Fluoride		1,000	1,000
950-37-8	Methidathion		500	500/10,000
2032-65-7	Methiocarb		10	500/10,000
16752-77-5	Methomyl	d	100	500/10,000
151-38-2	Methoxyethylmercuric Acetate		500	500/10,000
80-63-7	Methyl 2-Chloroacrylate		500	500
74-83-9	Methyl Bromide	f	1,000	1,000
79-22-1	Methyl Chloroformate	d	1,000	500
60-34-4	Methyl Hydrazine		10	500
624-83-9	Methyl Isocyanate		10	500
556-61-6	Methyl Isothiocyanate	a	500	500
74-93-1	Methyl Mercaptan	f	100	500
3735-23-7	Methyl Phenkapton		500	500
676-97-1	Methyl Phosphonic Dichloride	a	100	100
556-64-9	Methyl Thiocyanate		10,000	10,000
78-94-4	Methyl Vinyl Ketone		10	10
502-39-6	Methylmercuric Dicyanamide		500	500/10,000
75-79-6	Methyltrichlorosilane	d	500	500
1129-41-5	Meloi carb		1,000	100/10,000
7786-34-7	Mevinphos		10	500
315-18-4	Mexacarbate	d	1,000	500/10,000
50-07-7	Milomycin C		10	500/10,000
6923-22-4	Monocrotophos		10	10/10,000
2763-96-4	Muscimol		1,000	500/10,000
595-60-2	Mustard Gas	d	500	500
13463-39-3	Nickel Carbonyl		10	1
54-11-5	Nicotine	b	100	100
65-30-5	Nicotine Sulfate		100	100/10,000
7687-37-2	Nitric Acid		1,000	1,000
10102-43-9	Nitric Oxide	b	10	100
98-95-3	Nitrobenzene	f	1,000	10,000
1122-60-7	Nitrocyclohexane		500	500
10102-44-0	Nitrogen Dioxide		10	100
62-75-9	Nitrosodimethylamine	d	10	1,000
991-42-4	Norbormide		100	100/10,000
	Organopotassium Complex (PMN-62-147)		10	10/10,000
630-80-4	Quabain	b	100	100/10,000
23135-22-0	Oxamyl		100	100/10,000
78-71-7	Oxetane, 3,3-Bis(Chloromethyl)-		500	500
2497-07-6	Oxydisulfoton	d	500	500
10028-15-6	Ozone		100	100
1910-42-5	Paraquat Dichloride		10	10/10,000
2074-50-2	Paraquat Methosulfate		10	10/10,000
56-38-2	Parathion	b	10	100
298-00-0	Parathion-Methyl	b	100	100/10,000
12002-03-8	Paris Green		1	500/10,000
19624-22-7	Pentaborane		500	500
2570-26-5	Pentadecylamine		100	100/10,000
79-21-0	Peracetic Acid		500	500
594-42-3	Perchloromethylmercaptan		100	500

Pt. 355, App. A

40 CFR Ch. I (7-1-13 Edition)

[Alphabetical Order]

CAS No.	Chemical name	Notes	Reportable quantity * (pounds)	Threshold planning quantity (pounds)
108-95-2	Phenol		1,000	500/10,000
4418-66-0	Phenol, 2,2'-Thiobis(4-Chloro-6-Methyl)-		100	100/10,000
64-00-6	Phenol, 3-(1-Methyl-ethyl)-, Methylcarbamate		10	500/10,000
58-36-6	Phenoxarsine, 10,10'-Oxydi-		500	500/10,000
696-28-6	Phenyl Dichloroarsine	d	1	500
59-88-1	Phenylhydrazine Hydrochloride		1,000	1,000/10,000
62-38-4	Phenylmercury Acetate		100	500/10,000
2097-19-0	Phenylsilatrane	d	100	100/10,000
103-85-5	Phenylthiourea		100	100/10,000
299-02-2	Phorate		10	10
4104-14-7	Phosacetim		100	100/10,000
947-02-4	Phosfolan		100	100/10,000
75-44-5	Phosgene	f	10	10
13171-21-6	Phosphamidon		100	100
7803-51-2	Phosphine		100	500
2703-13-1	Phosphonothioic Acid, Methyl-, O-Ethyl O-(4-(Methylthio) Phenyl) Ester.		500	500
50782-69-9	Phosphonothioic Acid, Methyl-, S-(2-(Bis(1-Methyl-ethyl)Amino)Ethyl) O-Ethyl Ester.		100	100
2665-30-7	Phosphonothioic Acid, Methyl-, O-(4-Nitrophenyl) O-Phenyl Ester.		500	500
3254-63-5	Phosphoric Acid, Dimethyl 4-(Methylthio)Phenyl Ester.		500	500
2587-90-8	Phosphorothioic Acid, O,O-Dimethyl-S-(2-Methylthio) Ethyl Ester.	b, c	500	500
7723-14-0	Phosphorus	a, d	1	100
10025-87-3	Phosphorus Oxychloride		1,000	500
10026-13-8	Phosphorus Pentachloride	a	500	500
7719-12-2	Phosphorus Trichloride		1,000	1,000
57-47-6	Physostigmine		100	100/10,000
57-64-7	Physostigmine, Salicylate (1:1)		100	100/10,000
124-87-8	Picrotoxin		500	500/10,000
110-89-4	Piperidine		1,000	1,000
23505-41-1	Pirimifos-Ethyl		1,000	1,000
10124-50-2	Potassium Arsenite		1	500/10,000
151-50-8	Potassium Cyanide	a	10	100
506-61-6	Potassium Silver Cyanide	d	1	500
2631-37-0	Promecarb	a	1,000	500/10,000
106-96-7	Propargyl Bromide		10	10
57-57-8	Propiolactone, Beta-		10	500
107-12-0	Propionitrile		10	500
542-76-7	Propionitrile, 3-Chloro-		1,000	1,000
70-69-9	Propiophenone, 4-Amino-	c	100	100/10,000
109-61-5	Propyl Chloroformate		500	500
75-56-9	Propylene Oxide	f	100	10,000
75-55-8	Propyleneimine		1	10,000
2275-18-5	Prothoate		100	100/10,000
129-00-0	Pyrene	b	5,000	1,000/10,000
140-78-1	Pyridine, 2-Methyl-5-Vinyl-		500	500
504-24-5	Pyridine, 4-Amino-	d	1,000	500/10,000
1124-33-0	Pyridine, 4-Nitro-1-Oxide		500	500/10,000
93558-25-1	Pyriminil	d	100	100/10,000
14167-18-1	Salcomine		500	500/10,000
107-44-8	Sarin	d	10	10
7783-00-8	Selenious Acid		10	1,000/10,000
7791-23-3	Selenium Oxychloride		500	500
563-41-7	Semicarbazide Hydrochloride		1,000	1,000/10,000
3037-72-7	Silane, (4-Aminobutyl)Diethoxymethyl-		1,000	1,000
7631-89-2	Sodium Arsenate		1	1,000/10,000
7784-46-5	Sodium Arsenite		1	500/10,000
26828-22-8	Sodium Azide (Na(N ₃))	a	1,000	500
124-65-2	Sodium Cacodylate		100	100/10,000
143-33-9	Sodium Cyanide (Na(CN))	a	10	100
62-74-8	Sodium Fluoroacetate		10	10/10,000
13410-01-0	Sodium Selenate		100	100/10,000
10102-18-8	Sodium Selenite	d	100	100/10,000
10102-20-2	Sodium Tellurite		500	500/10,000
900-95-8	Stannane, Acetoxytriphenyl-	c	500	500/10,000
57-24-9	Strychnine	b	10	100/10,000
60-41-3	Strychnine Sulfate		10	100/10,000
3689-24-5	Sulfotep		100	500

Environmental Protection Agency

Pf. 355, App. A

[Alphabetical Order]

CAS No.	Chemical name	Notes	Reportable quantity* (pounds)	Threshold planning quantity (pounds)
3569-57-1	Sulfoxide, 3-Chloropropyl Octyl		500	500
7446-09-5	Sulfur Dioxide	f	500	500
7783-60-0	Sulfur Tetrafluoride		100	100
7446-11-9	Sulfur Trioxide	a	100	100
7664-93-9	Sulfuric Acid		1,000	1,000
77-81-6	Tabun	b, d	10	10
7783-80-4	Tellurium Hexafluoride	e	100	100
107-49-3	TEPP		10	100
13071-79-9	Terbufos	d	100	100
78-00-2	Tetraethyllead	b	10	100
597-64-8	Tetraethyltin	b	100	100
75-74-1	Tetramethyllead	b, f	100	100
509-14-8	Tetranitromethane		10	500
10031-59-1	Thallium Sulfate	d	100	100/10,000
6593-73-9	Thalious Carbonate	b, d	100	100/10,000
7791-12-0	Thalious Chloride	b, d	100	100/10,000
2757-18-8	Thalious Malonate	b, d	100	100/10,000
7446-18-6	Thalious Sulfate		100	100/10,000
2231-57-4	Thiocarbazine		1,000	1,000/10,000
39196-18-4	Thiofanox		100	100/10,000
297-97-2	Thionazin		100	500
108-98-5	Thiophenol		100	500
79-19-6	Thiosemicarbazide		100	100/10,000
5344-82-1	Thiourea, (2-Chlorophenyl)-		100	100/10,000
614-78-8	Thiourea, (2-Methylphenyl)-		500	500/10,000
7550-45-0	Titanium Tetrachloride		1,000	100
584-84-9	Toluene 2,4-Diisocyanate		100	500
91-08-7	Toluene 2,6-Diisocyanate		100	100
110-57-6	Trans-1,4-Dichlorobutene		500	500
1031-47-6	Triamphos		500	500/10,000
24017-47-8	Triazofos		500	500
76-02-8	Trichloroacetyl Chloride		500	500
115-21-9	Trichloroethylsilane	d	500	500
327-98-0	Trichloronate	e	500	500
98-13-5	Trichlorophenylsilane	d	500	500
1558-25-4	Trichloro(Chloromethyl)Silane		100	100
27137-85-5	Trichloro(Dichlorophenyl) Silane		500	500
998-30-1	Triethoxysilane		500	500
75-77-4	Trimethylchlorosilane		1,000	1,000
824-11-3	Trimethylpropane Phosphite	d	100	100/10,000
1066-45-1	Trimethyltin Chloride		500	500/10,000
639-58-7	Triphenyltin Chloride		500	500/10,000
655-77-1	Tris(2-Chloroethyl)Amine	d	100	100
2001-95-8	Valinomycin	b	1,000	1,000/10,000
1314-62-1	Vanadium Pentoxide		1,000	100/10,000
106-05-4	Vinyl Acetate Monomer	f	5,000	1,000
81-81-2	Warfarin		100	500/10,000
129-06-6	Warfarin Sodium	d	100	100/10,000
28347-13-9	Xylylene Dichloride		100	100/10,000
58270-08-9	Zinc, Dichloro(4,4-Dimethyl-5((((Methylamino)Carbonyl)Oxy)Imino)Pentanenitrile)-, (T-4)-		100	100/10,000
1314-84-7	Zinc Phosphide	a	100	500

* Only the statutory or final RQ is shown. For more information, see 40 CFR 355.61.

Notes:

a. This material is a reactive solid. The TPQ does not default to 10,000 pounds for non-powder, non-molten, non-solution form.

b. The calculated TPQ changed after technical review as described in a technical support document for the final rule, April 22, 1987.

c. Chemicals added by final rule, April 22, 1987.

d. Revised TPQ based on new or re-evaluated toxicity data, April 22, 1987.

e. The TPQ was revised due to calculation error, April 22, 1987.

f. Chemicals on the original list that do not meet toxicity criteria but because of their acute lethality, high production volume and known risk are considered chemicals of concern ("Other chemicals"), November 17, 1986 and February 15, 1990.

g. The TPQ was recalculated (September 8, 2003) since it was mistakenly calculated in the April 22, 1987 final rule under the wrong assumption that this chemical is a reactive solid, when in fact it is a liquid. RQ for this chemical was adjusted on September 11, 2006.

Pt. 355, App. B

40 CFR Ch. I (7-1-13 Edition)

APPENDIX B TO PART 355--THE LIST OF EXTREMELY HAZARDOUS SUBSTANCES AND
 THEIR THRESHOLD PLANNING QUANTITIES
 [CAS Number Order]

CAS No.	Chemical name	Notes	Reportable quantity * (pounds)	Threshold planning quantity (pounds)
0	Organorhodium Complex (PMN-82-147)		10	10/10,000
50-60-0	Formaldehyde	f	100	500
50-67-7	Mitomycin C		10	500/10,000
50-14-6	Ergocalciferol	b	1,000	1,000/10,000
51-21-8	Fluorouracil		500	500/10,000
51-75-2	Mechlorethamine	b	10	10
51-83-2	Carbachol Chloride		500	500/10,000
54-11-5	Nicotine	b	100	100
54-62-6	Aminopterin		500	500/10,000
55-91-4	Isofluorophate	b	100	100
56-25-7	Cantharidin		100	100/10,000
56-38-2	Parathion	b	10	100
56-72-4	Coumaphos		10	100/10,000
57-14-7	Dimethylhydrazine		10	1,000
57-24-9	Strychnine	b	10	100/10,000
57-47-6	Physostigmine		100	100/10,000
57-57-8	Propiolactone, Beta-		10	500
57-64-7	Physostigmine, Salicylate (1:1)		100	100/10,000
57-74-9	Chlordane		1	1,000
58-36-6	Phenoxarsine, 10,10'-Oxydi-		500	500/10,000
58-89-9	Lindane		1	1,000/10,000
58-88-1	Phenylhydrazine Hydrochloride		1,000	1,000/10,000
60-34-4	Methyl Hydrazine		10	500
60-41-3	Strychnine sulfate		10	100/10,000
60-51-5	Dimethoate		10	500/10,000
62-38-4	Phenylmercury Acetate		100	500/10,000
62-53-3	Aniline	f	5,000	1,000
62-73-7	Dichlorvos		10	1,000
62-74-8	Sodium Fluoroacetate		10	10/10,000
62-75-9	Nitrosodimethylamine	d	10	1,000
64-00-6	Phenol, 3-(1-Methylethyl)-, Methylcarbamate		10	500/10,000
64-86-8	Colchicine	d	10	10/10,000
65-30-5	Nicotine sulfate		100	100/10,000
66-81-9	Cycloheximide		100	100/10,000
67-66-3	Chloroform	f	10	10,000
70-69-9	Propiophenone, 4-Amino-	c	100	100/10,000
71-63-6	Digiloxin	b	100	100/10,000
72-20-8	Endrin		1	500/10,000
74-83-9	Methyl Bromide	f	1,000	1,000
74-90-8	Hydrocyanic Acid		10	100
74-93-1	Methyl Mercaptan	f	100	500
75-15-0	Carbon Disulfide	f	100	10,000
75-21-8	Ethylene Oxide	f	10	1,000
75-44-5	Phosgene	f	10	10
75-55-8	Propyleneimine		1	10,000
75-56-9	Propylene Oxide	f	100	10,000
75-74-1	Tetramethyllead	b, f	100	100
75-77-4	Trimethylchlorosilane		1,000	1,000
75-78-5	Dimethyldichlorosilane	d	500	500
75-79-6	Methylnchlorosilane	d	500	500
75-86-5	Acetone Cyanohydrin		10	1,000
76-02-8	Trichloroacetyl Chloride		500	500
77-47-4	Hexachlorocyclopentadiene	d	10	100
77-78-1	Dimethyl Sulfate		100	500
77-81-6	Tabun	b, d	10	10
78-00-2	Tetraethyllead	b	10	100
78-34-2	Dioxathion		500	500
78-53-5	Amilor		500	500
78-71-7	Oxetane, 3,3-Bis(Chloromethyl)-		500	500
78-82-0	Isobutyronitrile	d	1,000	1,000
78-94-4	Methyl Vinyl Ketone		10	10
78-97-7	Lactonitrile		1,000	1,000
79-06-1	Acrylamide	f	5,000	1,000/10,000
79-11-8	Chloroacetic Acid		100	100/10,000
79-19-6	Thiosemicarbazide	b	100	100/10,000
79-21-0	Peracetic Acid		500	500
79-22-1	Methyl Chloroformate	d	1,000	500
80-63-7	Methyl 2-Chloroacrylate		500	500

Environmental Protection Agency

Pt. 355, App. B

[CAS Number Order]

CAS No.	Chemical name	Notes	Reportable quantity* (pounds)	Threshold planning quantity (pounds)
81-81-2	Warfarin		100	500/10,000
82-66-6	Diphacinone		10	10/10,000
86-50-0	Azinphos-Methyl		1	10/10,000
86-88-4	ANTU		100	500/10,000
88-05-1	Aniline, 2,4,6-Trimethyl-		500	500
88-85-7	Dinoseb		1,000	100/10,000
91-08-7	Toluene 2,6-Diisocyanate		100	100
95-48-7	Cresol, o-		100	1,000/10,000
98-05-5	Benzenearsonic Acid		10	10/10,000
98-07-7	Benzotrithloride		10	100
98-13-5	Trichlorophenylsilane	d	500	500
98-16-8	Benzenamine, 3-(Trifluoromethyl)-		500	500
98-87-3	Benzal Chloride		5,000	500
98-95-3	Nitrobenzene	f	1,000	10,000
99-98-9	Dimethyl-p-Phenylenediamine		10	10/10,000
100-14-1	Benzene, 1-(Chloromethyl)-4-Nitro-		500	500/10,000
100-44-7	Benzyl Chloride		100	500
102-36-3	Isocyanic Acid, 3,4-Dichlorophenyl Ester		500	500/10,000
103-85-5	Phenylthiourea		100	100/10,000
106-89-8	Epichlorohydrin	f	100	1,000
106-96-7	Propargyl Bromide		10	10
107-02-8	Acrolein		1	500
107-07-3	Chloroethanol		500	500
107-11-9	Allylamine		500	500
107-12-0	Propionitrile		10	500
107-13-1	Acrylonitrile	f	100	10,000
107-15-3	Ethylenediamine		5,000	10,000
107-16-4	Formaldehyde Cyanohydrin	d	1,000	1,000
107-18-6	Allyl Alcohol		100	1,000
107-30-2	Chloromethyl Methyl Ether	b	10	100
107-44-8	Sarin	d	10	10
107-49-3	TEPP		10	100
108-05-4	Vinyl Acetate Monomer	f	5,000	1,000
108-23-6	Isopropyl Chloroformate		1,000	1,000
108-91-8	Cyclohexylamine	f	10,000	10,000
108-95-2	Phenol		1,000	500/10,000
108-98-5	Thiophenol		100	500
109-61-5	Propyl Chloroformate		500	500
109-77-3	Malononitrile		1,000	500/10,000
110-00-9	Furan		100	500
110-57-6	Trans-1,4-Dichlorobutene		500	500
110-89-4	Piperidine		1,000	1,000
111-44-4	Dichloroethyl Ether		10	10,000
111-69-3	Adiponitrile	f	1,000	1,000
115-21-9	Trichloroethylsilane	d	500	500
115-26-4	Dimetox		500	500
115-29-7	Endosulfan		1	10/10,000
115-90-2	Fensulfotolion	d	500	500
116-06-3	Aldicarb	b	1	100/10,000
119-36-0	Isopropylmethyl-pyrazolyl Dimethylcarbamate		100	500
123-31-9	Hydroquinone	f	100	500/10,000
123-73-9	Crotonaldehyde, (E)-		100	1,000
124-65-2	Sodium Cacodylate		100	100/10,000
124-87-8	Picrotoxin		500	500/10,000
126-98-7	Methacrylonitrile	d	1,000	500
129-00-0	Pyrene	b	5,000	1,000/10,000
129-06-6	Warfarin Sodium	d	100	100/10,000
140-29-4	Benzyl Cyanide	d	500	500
140-76-1	Pyridine, 2-Methyl-5-Vinyl-		500	500
141-86-2	Dicrotophos		100	100
143-33-9	Sodium Cyanide (Na(CN))	a	10	100
144-49-0	Fluoroacetic Acid		10	10/10,000
149-74-6	Dichloromethylphenylsilane		1,000	1,000
151-38-2	Methoxyethylmercuric Acetate		500	500/10,000
151-50-8	Potassium Cyanide	a	10	100
151-56-4	Ethylenimine		1	500
152-16-9	Diphosphoramide, Octamethyl-		100	100
297-78-9	Isobenzan		100	100/10,000
297-87-2	Thionazin		100	500
298-00-0	Parathion-Methyl	b	100	100/10,000
298-02-2	Phorate		10	10

Pt. 355, App. B

40 CFR Ch. I (7-1-13 Edition)

[CAS Number Order]

CAS No.	Chemical name	Notes	Reportable quantity* (pounds)	Threshold planning quantity (pounds)
298-04-4	Disulfoton		1	500
300-62-9	Amphetamine		1,000	1,000
302-01-2	Hydrazine		1	1,000
309-00-2	Aldrin		1	500/10,000
315-18-4	Mexacarbate		1,000	500/10,000
316-42-7	Emetine, Dihydrochloride	d	1	1/10,000
327-98-0	Trichloronate	e	500	500
353-42-4	Boron Trifluoride Compound With Methyl Ether (1:1)		1,000	1,000
359-06-8	Fluoroacetyl Chloride	b	10	10
371-62-0	Ethylene Fluorohydrin	b, d	10	10
379-79-3	Ergolamine Tartrate		500	500/10,000
465-73-6	Isodrin		1	100/10,000
470-90-6	Chlorfenvinfos		500	500
502-39-6	Methylmercuric Dicyanamide		500	500/10,000
504-24-5	Pyridine, 4-Amino-	d	1,000	500/10,000
505-60-2	Mustard Gas	d	500	500
506-61-6	Potassium Silver Cyanide	a	1	500
506-68-3	Cyanogen Bromide		1,000	500/10,000
506-78-5	Cyanogen Iodide		1,000	1,000/10,000
509-14-8	Tetranitromethane		10	500
514-73-8	Dithiazanine Iodide		500	500/10,000
534-07-6	Bis(Chloromethyl) Ketone		10	10/10,000
534-52-1	Dinitroresol		10	10/10,000
535-89-7	Crimidine		100	100/10,000
538-07-6	Ethybis(2-Chloroethyl)Amine	d	500	500
541-25-3	Lewisite	b, d	10	10
541-53-7	Dithiobiuret		100	100/10,000
542-76-7	Propionitrile, 3-Chloro-		1,000	1,000
542-88-1	Chloromethyl Ether	d	10	100
542-90-5	Ethylthiocyanate		10,000	10,000
555-77-1	Tris(2-Chloroethyl)Amine	d	100	100
556-61-6	Methyl Isothiocyanate	a	500	500
556-64-9	Methyl Thiocyanate		10,000	10,000
558-25-8	Methanesulfonyl Fluoride		1,000	1,000
563-12-2	Ethion		10	1,000
563-41-7	Semicarbazide Hydrochloride		1,000	1,000/10,000
564-84-9	Toluene 2,4-Diisocyanate		100	500
594-42-3	Perchloromethylmercaptan		100	500
597-64-8	Tetraethyltin	b	100	100
614-78-8	Thiourea, (2-Methylphenyl)-		500	500/10,000
624-83-9	Methyl Isocyanate		10	500
627-11-2	Chloroethyl Chloroformate		1,000	1,000
630-60-4	Cuabain	b	100	100/10,000
639-58-7	Triphenyltin Chloride		500	500/10,000
640-19-7	Fluoroacetamide		100	100/10,000
644-64-4	Dimetilan		1	500/10,000
675-14-9	Cyanuric Fluoride		100	100
676-97-1	Methyl Phosphonic Dichloride	a	100	100
696-28-6	Phenyl Dichloroarsine	c	1	500
760-93-0	Methacrylic Anhydride		500	500
786-19-6	Carbophenothion		500	500
814-49-3	Diethyl Chlorophosphate	d	500	500
814-69-6	Acrylyl Chloride	d	100	100
824-11-3	Trimethylolpropane Phosphite	d	100	100/10,000
900-95-8	Stannane, Acetoxytriphenyl-	c	500	500/10,000
919-86-8	Demeton-S-Methyl		500	500
920-46-7	Methacryloyl Chloride		100	100
944-22-9	Fonfos		500	500
947-02-4	Phosfolan		100	100/10,000
950-10-7	Mephosfolan		500	500
950-37-8	Methidathion		500	500/10,000
991-42-4	Norbomide		100	100/10,000
998-30-1	Triethoxysilane		500	500
999-81-5	Chloromequat Chloride	d	100	100/10,000
1031-47-6	Triamphos		500	500/10,000
1066-45-1	Trimethyltin Chloride		500	500/10,000
1122-60-7	Nitrocyclohexane		500	500
1124-33-0	Pyridine, 4-Nitro-, 1-Oxide		500	500/10,000
1129-41-5	Metolcarb		1,000	100/10,000
1303-28-2	Arsenic Pentoxide		1	100/10,000
1306-19-0	Cadmium Oxide		100	100/10,000

Environmental Protection Agency

Pt. 355, App. B

[CAS Number Order]

CAS No.	Chemical name	Notes	Reportable quantity * (pounds)	Threshold planning quantity (pounds)
1314-62-1	Vanadium Pentoxide		1,000	100/10,000
1314-84-7	Zinc Phosphide	a	100	500
1327-53-3	Arsenous Oxide	d	1	100/10,000
1397-84-0	Animycin A	b	1,000	1,000/10,000
1420-07-1	Dinoterb		500	500/10,000
1464-53-5	Diepoxybutane		10	500
1558-25-4	Trichloro(Chloromethyl)Silane		100	100
1563-66-2	Carbofuran		10	10/10,000
1600-27-7	Mercuric Acetate		500	500/10,000
1622-32-8	Ethanesulfonyl Chloride, 2-Chloro-		500	500
1752-30-3	Acetone Thiocarbamide		1,000	1,000/10,000
1810-42-5	Paraquat Dichloride		10	10/10,000
1882-47-4	Chloroxuron		500	500/10,000
2001-95-8	Vainomycin	b	1,000	1,000/10,000
2032-65-7	Methiocarb		10	500/10,000
2074-50-2	Paraquat Methosulfate		10	10/10,000
2097-19-0	Phenylsilatrane	d	100	100/10,000
2104-64-5	EPN		100	100/10,000
2223-93-0	Cadmium Stearate	b	1,000	1,000/10,000
2231-57-4	Thiocarbamide		1,000	1,000/10,000
2238-07-5	Diglycidyl Ether		1,000	1,000
2275-19-5	Prothoate		100	100/10,000
2497-07-6	Oxydisulfoton	d	500	500
2524-03-0	Dimethyl Phosphorochloridothioate		500	500
2540-82-1	Formothion		100	100
2570-26-5	Pentadecylamine		100	100/10,000
2587-90-8	Phosphorothioic Acid, O,O-Dimethyl-S-(2-Methylthio) Ethyl Ester.	b, c	500	500
2631-37-0	Promecarb	d	1,000	500/10,000
2636-26-2	Cyanophos		1,000	1,000
2642-71-9	Azinphos-Ethyl		100	100/10,000
2665-30-7	Phosphonothioic Acid, Methyl-, O-(4-Nitrophenyl) O-Phenyl Ester.		500	500
2703-13-1	Phosphonothioic Acid, Methyl-, O-Ethyl O-(4-(Methylthio)Phenyl) Ester.		500	500
2757-18-8	Thalious Malonate	b, d	100	100/10,000
2763-96-4	Muscimol		1,000	500/10,000
2778-04-3	Endothion		500	500/10,000
3037-72-7	Silane, (4-Aminobutyl)Diethoxymethyl-		1,000	1,000
3254-63-5	Phosphoric Acid, Dimethyl 4-(Methylthio)Phenyl Ester.		500	500
3569-57-1	Sulfoxide, 3-Chloropropyl Octyl		500	500
3615-21-2	Benzimidazole, 4,5-Dichloro-2-(Trifluoromethyl)-	c	500	500/10,000
3689-24-5	Sulfotep		100	500
3691-35-8	Chlorophacinone		100	100/10,000
3734-97-2	Amiton Oxalate		100	100/10,000
3735-23-7	Methyl Phenkapton		500	500
3878-19-1	Fuberidazole		100	100/10,000
4044-65-9	Bifoscanate		500	500/10,000
4098-71-9	Isophorone Diisocyanate	g	500	500
4104-14-7	Phosacetim		100	100/10,000
4170-30-3	Crotonaldehyde		100	1,000
4301-50-2	Fluonett		100	100/10,000
4418-66-0	Phenol, 2,2'-Thiobis(4-Chloro-6-Methyl)-		100	100/10,000
4835-11-4	Hexamethylenediamine, N,N'-Dibutyl-		500	500
5344-82-1	Thiourea, (2-Chlorophenyl)-		100	100/10,000
5836-29-3	Coumatetrellyl		500	500/10,000
6533-73-9	Thalious Carbonate	b, d	100	100/10,000
6923-22-4	Monocrotophos		10	10/10,000
7446-09-5	Sulfur Dioxide	f	500	500
7446-11-9	Sulfur Trioxide	a	100	100
7446-18-6	Thalious Sulfate		100	100/10,000
7487-94-7	Mercuric Chloride		500	500/10,000
7550-45-0	Titanium Tetrachloride		1,000	100
7580-67-8	Lithium Hydride	a	100	100
7631-89-2	Sodium Arsenate		1	1,000/10,000
7637-07-2	Boron Trifluoride		500	500
7647-01-0	Hydrogen Chloride (gas only)	f	5,000	500
7664-39-3	Hydrogen Fluoride		100	100
7664-41-7	Ammonia	f	100	500
7664-93-9	Sulfuric Acid		1,000	1,000

Pt. 355, App. B

40 CFR Ch. I (7-1-13 Edition)

[CAS Number Order]

CAS No.	Chemical name	Notes	Reportable quantity* (pounds)	Threshold planning quantity (pounds)
7697-37-2	Nitric Acid		1,000	1,000
7719-12-2	Phosphorus Trichloride		1,000	1,000
7722-84-1	Hydrogen Peroxide (Conc >52%)	f	1,000	1,000
7723-14-0	Phosphorus	a, d	3	100
7726-95-6	Bromine	f	500	500
7778-44-1	Calcium Arsenate		1	500/10,000
7782-41-4	Fluorine	e	10	500
7782-50-5	Chlorine		10	100
7783-00-8	Selenious Acid		10	1,000/10,000
7783-06-4	Hydrogen Sulfide	f	100	500
7783-07-5	Hydrogen Selenide		10	10
7783-60-0	Sulfur Tetrafluoride		100	100
7783-70-2	Antimony Pentafluoride		500	500
7783-80-4	Tellurium Hexafluoride	e	100	100
7784-34-1	Arsenous Trichloride		1	500
7784-42-1	Arsine		100	100
7784-46-5	Sodium Arsenite		1	500/10,000
7786-34-7	Mevinphos		10	500
7791-12-0	Thalious Chloride	b, d	100	100/10,000
7791-23-3	Selenium Oxychloride		500	500
7803-51-2	Phosphine		100	500
8001-35-2	Campechlor		1	500/10,000
8065-48-3	Demeton		500	500
10025-73-7	Chromic Chloride		1	1/10,000
10025-87-3	Phosphorus Oxychloride		1,000	500
10026-13-8	Phosphorus Pentachloride	a	500	500
10028-15-6	Ozone		100	100
10031-59-1	Thallium Sulfate	d	100	100/10,000
10102-18-8	Sodium Selenite	d	100	100/10,000
10102-20-2	Sodium Tellurite		500	500/10,000
10102-43-9	Nitric Oxide	b	10	100
10102-44-0	Nitrogen Dioxide		10	100
10124-50-2	Potassium Arsenite		1	500/10,000
10140-87-1	Ethanol, 1,2-Dichloro-, Acetate		1,000	1,000
10210-68-1	Cobalt Carbonyl	d	10	10/10,000
10265-92-6	Methamidophos		100	100/10,000
10294-34-5	Boron Trichloride		500	500
10311-84-9	Dialifor		100	100/10,000
10476-95-6	Methacrolein Diacetate		1,000	1,000
12002-03-8	Paris Green		1	500/10,000
12108-13-3	Manganese, Tricarbonyl Methylcyclopentadienyl	d	100	100
13071-79-9	Terbufos	d	100	100
13171-21-6	Phosphamidon		100	100
13194-48-4	Ethoprophos		1,000	1,000
13410-01-0	Sodium Selenate		100	100/10,000
13450-90-3	Gallium Trichloride		500	500/10,000
13463-39-3	Nickel Carbonyl		10	1
13463-40-6	Iron, Pentacarbonyl-		100	100
14167-18-1	Salcomine		500	500/10,000
15271-41-7	Bicyclo[2.2.1]Heptane-2-Carbonitrile, 5-Chloro-6-(((Methylamino)Carbonyl)Oxy)imino)-, (1s-(1-alpha,2-beta,4-alpha,5-alpha,6E))-		500	500/10,000
16752-77-5	Methomyl	d	100	500/10,000
17702-41-9	Decaborane(14)		500	500/10,000
17702-57-7	Formparanale		100	100/10,000
19287-45-7	Diborane		100	100
19624-22-7	Pentaborane		500	500
20830-75-5	Digoxin	d	10	10/10,000
20858-73-8	Aluminum Phosphide	a	100	500
21548-32-3	Fosfieten		500	500
21609-90-5	Leptophos		500	500/10,000
21908-53-2	Mercuric Oxide		500	500/10,000
21923-23-9	Chlorthiophos	d	500	500
22224-92-6	Fenamiphos		10	10/10,000
23135-22-0	Oxamyl		100	100/10,000
23422-53-9	Formetanate Hydrochloride	d	100	500/10,000
23505-41-1	Pinimfos-Ethyl		1,000	1,000
24017-47-8	Triazofos		500	500
24934-91-6	Chiomphos		500	500
26419-73-8	Carbamic Acid, Methyl-, O-(((2,4-Dimethyl-1,3-Dithiolan-2-yl)Methylene)Amino)-		100	100/10,000

Environmental Protection Agency

Pt. 370

[CAS Number Order]

CAS No.	Chemical name	Notes	Reportable quantity* (pounds)	Threshold planning quantity (pounds)
26628-22-8	Sodium Azide (Na(N ₃))	a	1,000	500
27137-85-5	Trichloro(Dichlorophenyl)Silane		500	500
28347-13-9	Xylylene Dichloride		100	100/10,000
28772-56-7	Bromadiolone		100	100/10,000
30674-80-7	Methacryloyloxyethyl isocyanate		100	100
39196-18-4	Thiofanox		100	100/10,000
50782-69-9	Phosphonothioic Acid, Methyl, S-(2-(Bis(1-Methylethyl)Amino)Ethyl) O-Ethyl Ester.		100	100
53558-25-1	Pyriminil	d	100	100/10,000
58270-08-9	Zinc, Dichloro(4,4-Dimethyl-5((((Methylamino) Carbonyl)Oxy)imino)Pentanenitrile)-, (T-4).		100	100/10,000
62207-76-5	Cobalt, ((2,2'-(1,2-Ethanediybis (Nitrilomethylidene)) Bis(6-Fluorophenolato)) (2'-N,N',O,O')-		100	100/10,000

* Only the statutory or final RQ is shown. For more information, see 40 CFR 355.61.

Notes:

- a. This material is a reactive solid. The TPQ does not default to 10,000 pounds for non-powder, non-molten, non-solution form.
- b. The calculated TPQ changed after technical review as described in a technical support document for the final rule, April 22, 1987.
- c. Chemicals added by final rule, April 22, 1987.
- d. Revised TPQ based on new or re-evaluated toxicity data, April 22, 1987.
- e. The TPQ was revised due to calculation error, April 22, 1987.
- f. Chemicals on the original list that do not meet toxicity criteria but because of their acute lethality, high production volume and known risk are considered chemicals of concern ("Other chemicals"). (November 17, 1986, and February 15, 1990.)
- g. The TPQ was recalculated (September 8, 2003) since it was mistakenly calculated in the April 22, 1987, final rule under the wrong assumption that this chemical is a reactive solid, when in fact it is a liquid. RQ for this chemical was adjusted on September 11, 2006.

PART 370—HAZARDOUS CHEMICAL REPORTING: COMMUNITY RIGHT-TO-KNOW

Subpart A—General Information

Sec.

- 370.1 What is the purpose of this part?
- 370.2 Who do "you," "I," and "your" refer to in this part?
- 370.3 Which section contains the definitions of the key words used in this part?

Subpart B—Who Must Comply

- 370.10 Who must comply with the hazardous chemical reporting requirements of this part?
- 370.11 [Reserved]
- 370.12 What hazardous chemicals must I report under this part?
- 370.13 What substances are exempt from these reporting requirements?
- 370.14 How do I report mixtures containing hazardous chemicals?

Subpart C—Reporting Requirements

- 370.20 What are the reporting requirements of this part?

HOW TO COMPLY WITH MSDS REPORTING

- 370.30 What information must I provide and what format must I use?
- 370.31 Do I have to update the information?
- 370.32 To whom must I submit the information?

- 370.33 When must I submit the information?

HOW TO COMPLY WITH INVENTORY REPORTING

- 370.40 What information must I provide and what format must I use?
- 370.41 What is Tier I inventory information?
- 370.42 What is Tier II inventory information?
- 370.43 What codes are used to report Tier I and Tier II inventory information?
- 370.44 To whom must I submit the inventory information?
- 370.45 When must I submit the inventory information?

Subpart D—Community Access to Information

- 370.60 How does a person obtain MSDS information about a specific facility?
- 370.61 How does a person obtain inventory information about a specific facility?
- 370.62 What information may a State or local official request from a facility?
- 370.63 What responsibilities do the SERC and the LEPC have to make requested information available?
- 370.64 What information can I claim as trade secret or confidential?
- 370.65 Must I allow the local fire department to inspect my facility and must I provide specific location information about hazardous chemicals at my facility?
- 370.66 How are key words in this part defined?

Appendix B

FAC Chapter 62-730

State of Florida Department of Environmental Protection

Hazardous Waste Regulations

**CHAPTER 62-730
HAZARDOUS WASTE**

62-730.001	Declaration and Intent (Repealed)
62-730.020	Definitions
62-730.021	References, Variances and Case-by-Case Regulations
62-730.030	Identification of Hazardous Waste
62-730.100	Availability of Information (Repealed)
62-730.150	General
62-730.160	Standards Applicable to Generators of Hazardous Waste
62-730.161	Emergency Identification Numbers
62-730.170	Standards Applicable to Transporters of Hazardous Waste
62-730.171	Transfer Facilities
62-730.180	Standards Applicable to Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
62-730.181	Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities
62-730.182	Criteria to Determine Whether Changes Constitute a "Substantial Modification" at Certain Existing Hazardous Waste Facilities That Are Otherwise Exempt From Statutory Location Standards
62-730.183	Land Disposal Restrictions
62-730.185	Standards for Universal Waste Management
62-730.186	Universal Pharmaceutical Waste
62-730.200	Introduction, Scope and Procedures for Decision Making
62-730.210	Definitions
62-730.220	Applications for Permits and Other Authorizations
62-730.225	Requirements for Remedial Activities
62-730.226	Financial Assurance for Remedial Activities.
62-730.231	Newly Regulated Facilities (Repealed)
62-730.240	Operation Permits
62-730.250	Construction Permits
62-730.260	Closure Permits
62-730.265	Clean Closure Plans at Unpermitted Facilities and Subpart H Remedial Action Plans.
62-730.270	Exemptions
62-730.290	Permit Modification
62-730.291	Permit Renewal.
62-730.292	Public Notice for Hazardous Waste Permits and Other Authorizations.
62-730.293	Fees for Hazardous Waste Permits and Other Authorizations.
62-730.320	Emergency Detonation or Thermal Treatment of Certain Hazardous Waste
62-730.900	Forms

62-730.001 Declaration and Intent.

Rulemaking Authority 403.704, 403.721, 403.8055 FS. Law Implemented 403.704, 403.72, 403.721 FS. History—New 5-28-81, Amended 9-8-81, 12-6-81, 3-4-82, 5-19-83, 1-5-84, 7-22-85, Formerly 17-30.01, 17-30.001, 17-730.001, Amended 1-29-06, Repealed 2-16-12.

62-730.020 Definitions.

(1) The Department adopts by reference the definitions contained in 40 Code of Federal Regulations (CFR) 260.10 revised as of July 1, 2008, and the amendment to the definition of "New hazardous waste management facility or new facility" in the Federal Register dated March 18, 2010 (75 FR 12989) <http://www.flrules.org/Gateway/reference.asp?No=Ref-00590>, except for the optional addition of "or 267.101" to subsection (2) of the definition of "facility" in the Federal Register dated September 8, 2005 (70 FR 53419).

(2) When the same word, phrase, or term is defined in Part IV of Chapter 403, F.S., and 40 CFR 260.10 and the definitions are not identical, the definitions as given in the state statute shall apply.

(3)(a) References to 40 CFR Part 261 [as adopted in subsection 62-730.030(1), F.A.C.] shall mean rules adopted by DEP

regarding identification of hazardous wastes; references to 40 CFR Part 262 [as adopted in subsection 62-730.160(1), F.A.C.] shall mean rules adopted by DEP regarding generators of hazardous wastes; references to 40 CFR Part 263 [as adopted in subsection 62-730.180(1), F.A.C.] shall mean rules adopted by DEP regarding transporters of hazardous wastes; references to 40 CFR Parts 264 [as adopted in subsection 62-730.180(1), F.A.C.] and 265 [as adopted in subsection 62-730.180(2), F.A.C.] shall mean rules adopted by DEP regarding treaters, storers, and disposers of hazardous wastes; references to 40 CFR Part 266 [as adopted in subsection 62-730.181(1), F.A.C.] shall mean rules adopted by DEP regarding standards for the management of specific hazardous wastes; references to 40 CFR Part 268 [as adopted in subsection 62-730.183, F.A.C.] shall mean rules adopted by DEP regarding land disposal restrictions; references to 40 CFR Part 273 [as adopted in subsection 62-730.185(1), F.A.C.] shall mean rules adopted by DEP regarding standards for universal waste management; and references to 40 CFR Parts 270 [as adopted in subsection 62-730.220(1), F.A.C.] and 124 [as adopted in subsection 62-730.200(3), F.A.C.] shall mean rules adopted by DEP regarding permitting of hazardous waste facilities or Section 403.722, F.S.

(b) Unless specifically indicated otherwise, when used in any provisions as may be adopted in this chapter from 40 CFR Parts 124 and 260 through 273: "United States" shall mean the State of Florida; "U.S. Environmental Protection Agency" or "EPA" shall mean DEP; and "Administrator" or "Regional Administrator" or "State Director" shall mean Secretary (including the Secretary's designee, where appropriate).

1. Substitutions as described in paragraph (3)(b) of this section shall not be made in 40 CFR: 124.(6)(e); 124.10(c)(1)(ii); 260.10; 260.11(a); 261.10; 261.11; Part 261, Appendix IX; Part 262, Subparts E and F; 263.20(g)(4); 264.12(a)(1); 264.1082(c)(4)(ii); 265.12(a)(1); 265.1083(c)(4)(ii); 268.1(e)(3); 268.2(j); 268.13; 268.40(b); 270.2; 270.10(e)(2) and (3); 270.10(f)(2) and (3); 270.10(g)(1); 270.11(a)(3); 270.32(b)(2); 270.72(a)(5) and (b)(5); and 273.32(a)(3).

2. Substitutions as described in paragraph (3)(b) of this section shall not be made and alternative substitutions or deletions shall be made as described in the following:

- a. Replace "Waste Identification Branch (5304)" with "Characteristics Section (OS-333)" in 40 CFR 261.4(b)(11)(ii).
- b. Delete "in the Region where the sample is collected" in 40 CFR 261.4(e)(3)(iii).
- c. Delete "for the Region in which the generator is located" in 40 CFR 262.42(a)(2) and (b).
- d. Replace "a State" with "Florida" in 40 CFR 264.1(g)(1) and 265.1(c)(5).
- e. Replace "regional EPA Office" and "EPA regional office" with "Department district office" in 40 CFR 273.18(g), 273.38(g) and 273.61(c).

3. "Department" shall not be substituted for "EPA" in the 40 CFR as adopted for the following phrases: "EPA Identification Number", "EPA identification number(s)", "EPA ID number", "EPA hazardous waste number(s)", "EPA publication", "EPA Acknowledgement of Consent", and "EPA form".

(c) Any reference to the Federal Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 (RCRA) and its amendments, within 40 CFR Part 124 and Parts 260 through 273 as adopted by reference herein, shall be construed to refer to comparable provisions of the Florida Resource Recovery and Management Act (FRRMA) as established in Part IV of Chapter 403, F.S.

(d) References to Section 1004(5) of RCRA, which is the definition of hazardous waste, shall mean Section 403.703(21), F.S.

(e) References to Section 3010 of RCRA shall mean notification requirements of Florida Law.

(4) References in this chapter to individual sections of F.S and rule chapters shall be construed to include the qualifying phrase "as the statute, section, or rule chapter may be amended or renumbered from time to time" unless the mention in this chapter specifically states that the statute, section or rule chapter is "incorporated by reference."

(5) Federal regulations adopted and incorporated by reference in this rule shall become effective 20 days after filing with the Secretary of State unless the Secretary stipulates a different date in the filing. However, no such federal regulation adopted as a state rule shall become effective earlier than the effective date of the federal regulation.

Rulemaking Authority 403.704, 403.721, 403.8055 FS. Law Implemented 403.704, 403.72, 403.721 FS. History—New 5-28-81, Amended 9-8-81, 12-6-81, 11-25-82, 5-19-83, 1-5-84, 8-24-84, 7-5-85, Formerly 17-30.02, Amended 9-19-86, 10-31-86, 4-13-88, Formerly 17-30.020, Amended 1-25-89, 8-13-90, 9-10-91, 10-14-92, 10-7-93, Formerly 17-730.020, Amended 1-5-95, 9-7-95, 4-30-97, 8-19-98, 2-4-00, 12-20-00, 8-1-02, 10-1-04, 1-29-06, 4-6-06, 5-1-07, 4-25-08, 5-8-09, 10-12-11.

62-730.021 References, Variances and Case-by-Case Regulations.

The Department adopts by reference the following Sections of 40 CFR Part 260 revised as of July 1, 2008: 260.11 except for the optional amendments to 260.11(c)(1), 260.11(c)(3)(xxvii) and 260.11(d)(1) in the Federal Register dated September 8, 2005 (70 FR 53419); 260.21; 260.23; 260.30; 260.31; 260.32; 260.33; 260.40 and 260.41. The language of 40 CFR 260.11 in effect on September 8, 2005 remains in effect. The Department adopts by reference the March 18, 2010 (75 FR 12989) <https://www.flrules.org/Gateway/reference.asp?No=Ref-00590> Federal Register which deletes Appendix I of Part 260.

Rulemaking Authority 403.704, 403.721, 403.8055 FS. Law Implemented 403.704, 403.721 FS. History-New 7-5-85, Formerly 17-30.021, Amended 1-25-89, 8-13-90, 9-10-91, 10-14-92, 10-7-93, Formerly 17-730.021, Amended 1-5-95, 9-7-95, 4-30-97, 8-19-98, 2-4-00, 12-20-00, 8-1-02, 10-1-04, 4-6-06, 5-1-07, 4-25-08, 5-8-09, 10-12-11.

62-730.030 Identification of Hazardous Waste.

(1) The Department adopts by reference 40 CFR Part 261 revised as of July 1, 2008, and all appendices, the amendments to 40 CFR Part 261 as published in the Federal Register dated December 1, 2008 (73 FR 72912), the corrections as published in the Federal Register dated March 18, 2010 (75 FR 12989) <https://www.flrules.org/Gateway/reference.asp?No=Ref-00590>, the partial withdrawal of the corrections published in the Federal Register dated June 4, 2010 (75 FR 31716) <https://www.flrules.org/Gateway/reference.asp?No=Ref-00591>, the amendments to 261.4(a)(16) and 261.38 as published in the Federal Register dated June 15, 2010 (75 FR 33712) <https://www.flrules.org/Gateway/reference.asp?No=Ref-00592>, and the amendments to 261.33 and 261 Appendix VIII as published in the Federal Register dated December 17, 2010 (75 FR 78918) <https://www.flrules.org/Gateway/reference.asp?No=Ref-01165>, with the exceptions described in paragraphs (1)(a) through (d) of this section.

(a) 40 CFR 261.4(b)(16) [Reserved].

(b) Errors to be corrected as follows:

1. In 40 CFR 261.21(a)(3), replace “an ignitable compressed gas as defined in 49 CFR 173.300” with “a flammable gas as defined in 49 CFR 173.115(a).”

2. In 40 CFR 261.21(a)(4) replace “an oxidizer as defined in 49 CFR 173.151” with “an oxidizer as defined in 49 CFR 173.127(a).”

(c) The optional amendments to 40 CFR 261.4(b) in the Federal Registers dated May 20, 1992 (57 FR 21524), July 1, 1992 (57 FR 29220) and February 11, 1999 (64 FR 6806).

For the optional amendments in paragraph (1)(c) of this section, the language in effect immediately prior to the effective date of the referenced Federal Registers remains in effect. 40 CFR Part 261 [as adopted in subsection 62-730.030(1), F.A.C.] contains EPA’s rules on the identification and listing of hazardous waste. No delisting is effective until it is adopted by the Department.

(d) The optional addition of “267” to 40 CFR 261.7(a)(1) in the Federal Register dated September 8, 2005 (70 FR 53419) and the optional amendments to 40 CFR 261.3(a)(2)(iv)(A), (B), (D), (F) and (G) in the Federal Register dated October 4, 2005 (70 FR 57769). For the optional amendments in paragraph (1)(c) and (d) of this section, the language in effect on the date of the referenced Federal Registers remains in effect. 40 CFR Part 261 [as adopted in subsection 62-730.030(1), F.A.C.] contains EPA’s rules on the identification and listing of hazardous waste. No delisting is effective until it is adopted by the Department.

(2) 40 CFR 261.5(g)(3)(iii) shall refer to hazardous waste management programs approved by EPA.

(3) A conditionally exempt small quantity generator (CESQG) which chooses to send its hazardous waste to an off-site treatment, storage or disposal facility shall document delivery of its hazardous waste through written receipts and other records which are retained for at least three years. The written receipts and other records shall include names and addresses of the generator and the treatment, storage or disposal facility, the type and amount of hazardous waste delivered, and the date of shipment.

(4) 40 CFR 261.2(f) [as adopted in subsection 62-730.030(1), F.A.C.] requires respondents in actions to enforce regulations to provide appropriate documentation to support their claim that a material is not a solid waste or is conditionally exempt from regulation.

(a) With respect to a claim that a substance (which if otherwise disposed of would be a hazardous waste under this chapter) is not a solid waste because it is a mixture of domestic sewage and other wastes that passes through a sewer system to a publicly owned treatment works (POTW) for treatment under 40 CFR 261.4(a)(1) [as adopted in subsection 62-730.030(1), F.A.C.], “appropriate documentation” shall mean a copy of notification to the POTW and the Department in accordance with the requirements of subsection 62-625.600(15), F.A.C., including a copy of the certification required by paragraph 62-625.600(15)(d),

F.A.C. In order to avoid a penalty for disposal of hazardous waste without proper notification, the documentation must have been submitted to the POTW on a date prior to the date of the Department's inspection of the facility and prior to the Department's request for such documentation. This provision applies to all hazardous waste generators, including CESQGs, which discharge more than 15 kilograms of non-acute hazardous wastes in any calendar month, or any quantity of acute hazardous wastes.

(b) With respect to a claim that hazardous waste is exempt from regulation because it was disposed of or generated by one or more CESQGs who meet the requirements of 40 CFR 261.5 [as adopted in subsection 62-730.030(1), F.A.C.] "appropriate documentation" shall mean written records from each applicable CESOG, detailing the quantities of hazardous waste generated by that CESOG, and the method and location of disposal of such hazardous waste.

Rulemaking Authority 403.72, 403.721, 403.8055 FS. Law Implemented 403.72, 403.721 FS. History—New 5-28-81, Amended 9-8-81, 12-6-81, 3-4-82, 11-25-82, 5-19-83, 1-5-84, 8-24-84, 12-18-84, 7-5-85, 10-3-85, Formerly 17-30.03, Amended 5-5-86, 8-25-86, 9-19-86, 10-31-86, 3-31-87, 4-13-88, Formerly 17-30.030, Amended 1-25-89, 8-13-90, 9-10-91, 10-14-92, 10-7-93, Formerly 17-730.030, Amended 1-5-95, 9-7-95, 4-30-97, 8-19-98, 2-4-00, 12-20-00, 8-1-02, 10-1-04, 1-29-06, 4-6-06, 5-1-07, 4-25-08, 5-8-09, 6-8-10, 10-12-11, 6-29-12.

62-730.100 Availability of Information.

Rulemaking Authority 403.704, 403.722 FS. Law Implemented 403.111, 403.704, 403.722, 403.73 FS. History—New 7-9-82, Formerly 17-30.31, Amended 9-23-87, 6-28-88, Formerly 17-30.310, Amended 10-7-93, Formerly 17-730.310, 62-730.310, 62-730.310, Amended 1-29-06, Repealed 2-16-12.

62-730.150 General.

(1) All references to the term "interim status" in the EPA regulations adopted by reference herein shall not be applicable to these rules. The standards contained in 40 CFR Part 265 [as adopted by reference in subsection 62-730.180(2), F.A.C.], adopted by reference herein, shall apply to existing facilities in operation upon the effective date of this rule and to a facility which is in existence on the effective date of a rule change by the Department which would for the first time require the facility to obtain a hazardous waste permit.

(2)(a) All generators (except generators that are conditionally exempt pursuant to 40 CFR 261.5 [as adopted in subsection 62-730.030(1), F.A.C.]), all transporters, and all persons who own or operate a facility which treats, stores, or disposes of hazardous waste, must notify the Department using Form 62-730.900(1)(b), "8700-12FL – Florida Notification of Regulated Waste Activity," effective date January 4, 2009, which is hereby adopted and incorporated by reference, unless they have previously notified. This form can be obtained on the internet at http://www.dep.state.fl.us/waste/quick_topics/forms/pages/62-730.htm or by contacting the Hazardous Waste Regulation Section, MS 4560, Division of Waste Management, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400. In addition, transporters are subject to the reporting requirements of Rule 62-730.170, F.A.C.

(b) All generators, transporters, or persons who own or operate a facility which treats, stores, or disposes of hazardous waste, and everyone required to notify under Rule 62-730.181, F.A.C., shall notify the Department of all changes in status and shall use the "8700-12FL – Florida Notification of Regulated Waste Activity," Form 62-730.900(1)(b), [adopted by reference in paragraph 62-730.150(2)(a), F.A.C.], to do so. Changes in status include, but are not limited to: changes in the facility name, location, mailing address, business form, ownership or management control of the facility or its operations; ownership of the real property where the facility is located; facility contact person; type of regulated waste activity; going out of business; tax default; or petition for bankruptcy protection.

(3) The "2005 Hazardous Waste Report Form, Form 62-730.900(8), effective date January 29, 2006," is hereby adopted and incorporated by reference. Rule 62-730.900, F.A.C., contains information on obtaining a copy of this form.

(4) Upon written request of the Department for specific information concerning waste management activities, any person who generates, treats, stores, transports, disposes of, or otherwise handles, or has handled, or proposes to handle hazardous waste, and any person who owns or operates a hazardous waste facility, shall furnish all requested information relating to such waste or handling to the Department within 30 days of receipt of the Department's request.

(5) With respect to training requirements for owners and operators of hazardous waste treatment, storage and disposal facilities and generators, "annual review" shall be computed based on the calendar year.

(6)(a) The Department has initiated a compliance assistance pilot program (CAPP), addressed to solid and hazardous wastes generated during the act or process of repairing or modifying the mechanical components of automobiles and/or light trucks. For the

purpose of this rule, "light truck" means a two-axle vehicle with a gross vehicle weight of 8,500 pounds or less. The purpose of the CAPP is to provide detailed, focused written and electronic informational materials; to collect information on current waste management practices; to optimize the Department's compliance resources; and to develop performance measures for determining the impact of the innovative technique.

(b) As part of the CAPP, the Department will mail compliance certification packages. Each recipient of the package entitled "Compliance Assistance Pilot Project – Florida's Compliance Certification Package" from the Department (the recipient), shall, on or before the date which is 45 days after receipt of the package, follow the instructions included in the package. The instructions include how to complete and submit the appropriate DEP forms.

(c) The recipient shall complete Form 62-730.900(7)(b), CAPP Compliance Certification Form, effective date October 10, 2002, which is hereby adopted and incorporated by reference, if the recipient:

1. Owns or operates an automotive repair shop (a shop) in the Department's Northeast District or Northwest District; and
2. The shop engages in the repair or modification of light truck or automobile engines, brakes, mufflers, or transmissions/transmission axles, unless the shop is excluded in paragraph 62-730.150(6)(d), F.A.C. Rule 62-730.900, F.A.C., contains information on obtaining a copy of this form.

(d) The recipient is excluded if, at the same location, the shop:

1. Has or is part of a gasoline station, truck stop, automotive auction facility, salvage dealership, new car or light truck dealership, used car or light truck dealership, motorcycle dealership, or recreational vehicle (RV) dealership; or
2. Has a paint spray booth; or
3. Is engaged only in one or more of the following: car wash, diagnostic services, lube/oil change, mobile repair, electric systems repairs, glass/window repairs, or exhaust system repair.

(e) Only one CAPP Compliance Certification Form is required for each shop that meets the criteria of paragraph 62-730.150(6)(c), F.A.C. The CAPP Compliance Certification Form must be signed by a responsible official, which means one of the following:

1. The shop owner, if the shop is owned by a sole proprietorship; or
2. A general partner, if the shop is owned by a partnership; or
3. A corporate officer, if the shop is owned by a corporation; or
4. The most senior manager of the shop, if the shop is owned by a corporation or a governmental agency and the senior manager is authorized by corporate vote or by terms of employment to act on behalf of the owner with respect to regulatory matters.

(f) Any recipient that is excluded under paragraph 62-730.150(6)(d), F.A.C., need only submit Form 62-730.900(7)(a), CAPP Exclusion Statement, effective date October 10, 2002, which is hereby adopted and incorporated by reference. However, recipients who are excluded are encouraged to also complete and submit a CAPP Compliance Certification Form. Rule 62-730.900, F.A.C., contains information on obtaining a copy of these forms.

(g) If the CAPP Compliance Certification Form indicates any non-compliance items, the recipient must concurrently submit Form 62-730.900(7)(c), CAPP Return-to-Compliance Plan, effective date October 10, 2002, which is hereby adopted and incorporated by reference. Rule 62-730.900, F.A.C., contains information on obtaining a copy of this form. The CAPP Return-to-Compliance Plan shall:

1. Indicate the requirement in violation;
2. Indicate what will be done to return to compliance; and
3. Indicate the date by which compliance will be achieved.

(h) The CAPP Compliance Certification Form must include the following statements: "I [name of responsible official] on behalf of [name of automotive repair shop] certify that I am familiar with the information contained in this submittal, including any and all documents accompanying this form. Based on my inquiry of those individuals responsible for obtaining the information, the information is to the best of my knowledge true, complete and accurate on the date that I sign. Systems to maintain compliance are in place at this automotive repair shop, and will be maintained even if processes or operating procedures change. If any non-compliance items were identified in the compliance certification process, this automotive repair shop will return to compliance in accordance with the plan proposed in the attached CAPP Return-to-Compliance Plan. I realize that other federal, state or local environmental laws, including more stringent county and municipal requirements, may apply to my shop, and I acknowledge that my shop must comply with all environmental laws even if they are not included in this form. I am fully authorized to make this certification on behalf of this shop, and I am aware that under Florida law there are significant penalties (e.g. fines up to \$50,000 per

day) for knowingly submitting any false statement, representation, or certification.”

(7) No person shall refuse reasonable entry or access to any authorized representative of the department who requests entry for purposes of inspection pursuant to Section 403.091, F.S., and who presents appropriate credentials; nor shall any person obstruct, hamper, or interfere with any such inspection.

Rulemaking Authority 403.0611, 403.087, 403.704, 403.721, 403.7234, 403.8055 FS. Law Implemented 403.061, 403.0611, 403.091, 403.151, 403.704, 403.721, 403.722, 403.7222, 403.7234 FS. History—New 5-19-82, Amended 1-5-84, 7-5-85, 7-22-85, Formerly 17-30.15, Amended 5-5-86, Formerly 17-30.150, Amended 8-13-90, 10-14-92, 10-7-93, Formerly 17-730.150, Amended 1-5-95, 9-7-95, 10-10-02, 10-1-04, 1-29-06, 4-22-07, 1-4-09.

62-730.160 Standards Applicable to Generators of Hazardous Waste.

(1) The Department adopts by reference 40 CFR Part 262 revised as of July 1, 2011 <https://www.flrules.org/Gateway/reference.asp?No=Ref-01166>, including the Appendix with the exception of 40 CFR 262.34(e) and the Project XL site-specific regulations in 262.10(j) and Subparts I and J.

(2) A primary exporter of hazardous waste shall file a copy of the advance notification required by 40 CFR 262.53, the annual reports required by 40 CFR 262.56, and the exception reports required by 40 CFR 262.55 with the Department.

(3) References in 40 CFR 262.34(f) [as adopted in subsection 62-730.160(1), F.A.C.] to on-site accumulation of hazardous waste for up to 270 days by generators of greater than 100 kg but less than 1000 kg of hazardous waste in a calendar month shall not apply. Such waste may only be accumulated on-site for 180 days or less without a permit.

(4) Generators of hazardous waste shall complete the following sections of the Uniform Hazardous Waste Manifest: Items 1 through 15 and the applicable parts of item 16, if required for international shipments, on Form 8700-22, and Items 21 through 32, on Form 8700-22A. Copies of a list of vendors which supply the form and instructions may be obtained by contacting the Hazardous Waste Management Section, MS 4555, Division of Waste Management, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

(5) Generators of 1000 kilograms or greater of hazardous waste in a calendar month shall submit biennial reports required by 40 CFR 262.41 [as adopted in subsection 62-730.160(1), F.A.C.] to the Department on Form 62-730.900(8) (“2005 Hazardous Waste Report Form”). Rule 62-730.900, F.A.C., contains information on obtaining a copy of this form and instructions.

(6) Generators of hazardous waste who accumulate hazardous waste on-site under 40 CFR 262.34, shall maintain written documentation of the inspections required under 40 CFR Part 265. The generator shall keep the written documentation of the inspections under this section for at least three years from the date of the inspection. At a minimum, this documentation shall include the date and time of the inspection, the legibly printed name of the inspector, the number of containers, the condition of the containers, a notation of the observations made, and the date and nature of any repairs or other remedial actions.

(7) Generators shall maintain adequate aisle space between containers of hazardous waste to allow for inspection of the condition and labels of the individual containers.

Rulemaking Authority 403.704, 403.721, 403.8055 FS. Law Implemented 403.704, 403.72, 403.721 FS. History—New 5-19-82, Amended 5-20-82, 3-31-83, 1-5-84, 2-2-84, 8-24-84, 7-5-85, 10-3-85, Formerly 17-30.16, Amended 9-19-86, 10-31-86, 3-31-87, 5-26-87, 6-28-88, Formerly 17-30.160, Amended 1-25-89, 8-13-90, 9-10-91, 10-14-92, 10-7-93, Formerly 17-730.160, Amended 1-5-95, 9-7-95, 4-30-97, 8-19-98, 2-4-00, 12-20-00, 8-1-02, 10-1-04, 1-29-06, 4-6-06, 5-1-07, 4-25-08, 5-8-09, 6-8-10, 10-12-11, 6-29-12.

62-730.161 Emergency Identification Numbers.

(1) 40 CFR 262.12(a) requires all generators to obtain an EPA identification number before offering hazardous waste for transport. Under certain special circumstances, the Department processes applications for an emergency identification number [referred to as an emergency EPA/DEP I.D. number]. These special circumstances are:

- (a) Emergency situations such as spills;
- (b) Cleanup of abandoned sites; and
- (c) One-time cleanup of a site that does not normally generate hazardous waste, and will not generate waste in the foreseeable future.

(2) In order to apply for an emergency EPA/DEP I.D. number, the generator of the hazardous waste(s) shall:

- (a) Send the Department a completed Form 62-730.900(3), Application for a Hazardous Waste Emergency EPA/DEP Identification Number (“Emergency I.D. Form”), effective date January 5, 1995, which is hereby adopted and incorporated by

reference. Rule 62-730.900, F.A.C., contains information on obtaining a copy of this form; and

(b) Follow the instructions on the form.

(3) For the purpose of this section:

(a) An "emergency situation" shall mean a sudden release of hazardous waste or hazardous materials during transportation or at a product storage facility.

(b) A "one-time cleanup" shall mean removal of hazardous waste where: waste has been abandoned on a property; the property is under bankruptcy proceedings or an administrative, civil, criminal, or judicial proceeding to compel facility closure; or any other situation which necessitates a one-time cleanup or removal of hazardous waste.

(4) Pursuant to Sections 403.721 and 403.727, F.S., it is a violation of this rule for a generator to:

(a) Provide false or incorrect information on the DEP Emergency I.D. Form.

(b) Ship hazardous wastes not listed on the DEP Emergency I.D. Form.

(c) Ship a greater volume of hazardous waste than listed on the DEP Emergency I.D. Form without delivering, within 24 hours of the shipment, a written explanation of the reason for exceeding the original estimated volume.

(d) Ship hazardous waste after 60 days from the issue date of the emergency EPA/DEP I.D. number.

(e) Fail to send the Department a legible copy of all signed and returned manifests and the land disposal restriction notices and certifications required under 40 CFR 268.7 for the hazardous wastes shipped under the emergency EPA/DEP I.D. number within 45 days of the last shipment.

(5) A generator with an emergency EPA/DEP I.D. number who generates greater than 1000 kg of hazardous waste in a calendar month, shall submit a biennial report as described in subsection 62-730.160(5), F.A.C.

Rulemaking Authority 403.704, 403.72, 403.721, 403.727 FS. Law Implemented 403.704, 403.721 FS. History—New 1-5-95, Amended 1-29-06.

62-730.170 Standards Applicable to Transporters of Hazardous Waste.

(1) The Department adopts by reference 40 CFR Part 263 revised as of July 1, 2010 <http://www.flrules.org/Gateway/reference.asp?No=Ref-00602>.

(2) In addition to the requirements of subsection (1) of this rule, no person shall transport a hazardous waste within the state for which either a manifest is required under 40 CFR Part 262 [as adopted in subsection 62-730.160(1), F.A.C.] or a reclamation agreement is entered between a generator and recycler pursuant to 40 CFR 263.20 [as adopted in subsection 62-730.170(1), F.A.C.] unless compliance with the following special requirements have been demonstrated.

(a) The transporter shall have and maintain financial responsibility for sudden accidental occurrences in a minimum amount of \$1,000,000 per occurrence for combined coverage of injury to persons and for damage to property and the environment from the spillage of hazardous waste while such wastes are being transported including the costs of cleaning up the spill. Such financial responsibility shall be issued by an agent or company authorized or licensed to transact business in the State of Florida. Such financial responsibility shall be maintained at all times, be exclusive of legal defense costs, and be established by any one or a combination of the following:

1. Evidence of casualty/liability insurance on an occurrence basis with or without a deductible. With the deductible the Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. Each insurance policy must be evidenced by a certificate of liability insurance or amended by attachment of an endorsement.

2. Surety bonds.

(b) Evidence of coverage shall include submittal of an originally signed copy of one or more of the following forms, which are hereby adopted and incorporated by reference:

1. Hazardous Waste Transporter Certificate of Liability Insurance, Form 62-730.900(5)(a), effective date January 29, 2006.

2. Hazardous Waste Transporter Liability Endorsement, Form 62-730.900(5)(b), effective date January 29, 2006

3. Hazardous Waste Transporter Liability Surety Bond, Form 62-730.900(5)(c), effective date January 29, 2006.

Rule 62-730.900, F.A.C., contains information on obtaining a copy of these forms.

(c) The insurance policy, including all endorsements, or the liability surety bond must be maintained at the carrier's principal place of business.

(d) Whenever requested by the Secretary (or designee) of the Florida Department of Environmental Protection, the Insurer agrees to furnish to the Department a signed duplicate original of the policy and all endorsements.

(e) The transporter shall annually submit to the Department two originally signed Transporter Status Forms, Form 62-730.900(5)(d), effective date January 5, 1995, which is hereby adopted and incorporated by reference. Rule 62-730.900, F.A.C., contains information on obtaining a copy of this form. The Department shall complete the approval part of the form and return one of the originally signed forms to the transporter after verifying that the transporter is complying with the financial responsibility requirements of this section. A copy of this form complete with the Department approval shall be carried in each vehicle transporting hazardous waste for the transporter. This approval is non-transferable and non-assignable.

(f) This subsection does not apply to any person who transports hazardous waste only on the site of a hazardous waste generator or a permitted hazardous waste treatment, storage, or disposal facility.

(g) States and the federal government are exempt from the requirements of this subsection.

(3) Evidence of financial responsibility, updated for the current year, shall be verified annually by the submission of the appropriate form described in paragraph (2)(b) of this section or by the submission of a certificate of insurance. A certificate of insurance shall include a certification by the insurer that the original insurance policy and all endorsements are still in full force and effect as evidenced on the original forms submitted to the Department.

Rulemaking Authority 403.704, 403.721, 403.724, 403.8055 FS. Law Implemented 403.704, 403.721, 403.724 FS. History—New 11-8-81, Amended 5-31-84, 9-13-84, Formerly 17-30.17, Amended 9-19-86, 3-31-87, 5-26-87, 6-28-88, Formerly 17-30.170, Amended 1-25-89, 8-13-90, 9-10-91, 10-14-92, 10-7-93, Formerly 17-730.170, Amended 1-5-95, 4-30-97, 8-19-98, 2-4-00, 12-20-00, 8-1-02, 10-1-04, 1-29-06, 4-6-06, 5-1-07, 4-25-08, 5-8-09, 10-12-11.

62-730.171 Transfer Facilities.

(1) 40 CFR 263.12 [as adopted by reference in subsection 62-730.170(1), F.A.C.] provides that transporters who store manifested hazardous waste in proper containers at a transfer facility for 10 days or less are exempt from regulation as a hazardous waste facility. If the waste is stored for more than 10 days, the facility is subject to the permitting requirements for a hazardous waste storage facility.

(2)(a) The transporter who is owner or operator of a transfer facility which stores manifested shipments of hazardous waste for more than 24 hours but 10 days or less (hereinafter referred to as “the transfer facility”) shall obtain an EPA/DEP identification number for each transfer facility location and notify the Department using Form 62-730.900(1)(b), “8700-12FL – Florida Notification of Regulated Waste Activity,” effective date January 4, 2009 [adopted by reference in paragraph 62-730.150(2)(a), F.A.C.].

(b) Notification pursuant to this subsection shall be submitted at least 30 days before the storage of hazardous waste is to begin at a transfer facility.

(c) The notification shall include the information and documentation required by subsection 62-730.171(3), F.A.C.

(d) The transfer facility shall annually submit updated information on Form 62-730.900(1)(b), “8700-12FL – Florida Notification of Regulated Waste Activity,” effective date January 4, 2009, which is adopted and incorporated by reference at paragraph 62-730.150(2)(a), F.A.C.

(3)(a) The following items constitute initial transfer facility notification:

1. Certification by a responsible corporate officer of the transporter that the proposed location satisfies the criteria of Section 403.7211(2), F.S. The Certification shall state a factual basis for the conclusion that the location criteria are met, and how those facts were determined.

2. Completed Form 62-730.900(1)(b), “8700-12FL – Florida Notification of Regulated Waste Activity,” effective date January 4, 2009, which is adopted and incorporated by reference at paragraph 62-730.150(2)(a), F.A.C.

3. Evidence of the transporter’s financial responsibility as required under subsection 62-730.170(3), F.A.C.

4. A brief general description of the transfer facility operations, including customer base, anticipated waste codes, operating procedures, structures and equipment (with the maximum design capacity for storage), including engineering drawings or sketches if any.

5. A copy of a closure plan demonstrating that the transfer facility will be closed in a manner which satisfies the closure performance, notification, and decontamination standards of 40 CFR 265.111, 265.112, 265.114 and 265.115 [as adopted by reference in subsection 62-730.180(2), F.A.C.].

6. A copy of the contingency and emergency plan required by paragraph 62-730.171(4)(a), F.A.C.

7. A map or maps of the transfer facility, depicting property boundaries, access control, buildings or other structures and pertinent features (such as recreation areas, runoff and stormwater control systems, access or internal roads, sanitary and process sewer systems, loading and unloading areas, and fire control equipment.)

(b) A transporter who is operating a transfer facility must notify the Department prior to making changes in any of the items listed in paragraph 62-730.171(3)(a), F.A.C.

(c) No person shall operate a transfer facility before receiving confirmation from the Department that the initial notification package is complete and technically adequate and receiving an EPA identification number for the transfer facility.

(4) A transfer facility shall comply with the following requirements:

(a) 40 CFR Part 265 Subparts B (general facility standards), C (preparedness and prevention), D (contingency and emergency plan), and I (management of containers), with the exception of 265.13, as adopted by reference in subsection 62-730.180(2), F.A.C.

(b) The aisle space requirements described in 40 CFR 265.35 and the special requirements for incompatible wastes described in 40 CFR 265.177(c) shall not apply at transfer facilities to containers stored in trucks loaded in accordance with DOT regulations described in 40 CFR 263.10 [as adopted by reference in subsection 62-730.170(1), F.A.C.].

(5) Hazardous waste stored at transfer facilities in containers or vehicles shall be stored on a manmade surface which is capable of preventing spills or releases to the ground.

(6) The transfer facility shall maintain a written record of the items listed below. This recordkeeping requirement applies to all hazardous waste that enters and leaves the transfer facility, including hazardous waste generated by CESQGs. Records required in this subsection shall be maintained in permanent form for at least three years and shall be available for inspection by the Department. The records shall be kept at the facility unless the Department gives written approval to do otherwise.

(a) Manifest number for each shipment that enters and leaves the facility, or, for a shipment from a CESQG without a manifest, an identifying number from the shipping document.

(b) The date when all hazardous waste enters and leaves the facility.

(c) The generator's name and the EPA/DEP identification number. For CESQGs without an EPA/DEP identification number, the record shall include the name and address of the generator.

(d) Amounts of hazardous waste and hazardous waste codes associated with each shipment into and out of the facility.

(7) Within 60 days of closure of the transfer facility, the transporter who is owner or operator of the transfer facility shall submit to the Department a certification that the facility has been closed in accordance with the specifications in the closure plan. The certification shall be signed by the owner or operator of the transfer facility, by the owner of the real property where the transfer facility is located, and by a Florida-registered, professional engineer.

(8) Construction, initial operation or substantial modification of a transfer facility which stores shipments of hazardous waste that are required to be manifested, and which does not comply with the location standards in Section 403.7211, F.S., is prohibited. A transporter operating a transfer facility is subject to the demonstration requirements of subsections 62-730.182(3)-(8), F.A.C., regarding substantial modification.

Rulemaking Authority 403.0877, 403.704, 403.721 FS. Law Implemented 403.0877, 403.704, 403.721 FS. History--New 3-2-86, Amended 6-28-88, Formerly 17-30.171, Amended 8-13-90, 9-10-91, 10-14-92, Formerly 17-730.171, Amended 1-5-95, 1-29-06, 10-28-08, 1-4-09.

62-730.180 Standards Applicable to Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities.

(1) The Department adopts by reference 40 CFR Part 264 revised as of July 1, 2010 <https://www.flrules.org/Gateway/reference.asp?No=Ref-00603>, including all appendices, with the exceptions described in paragraphs (1)(a) through (c) of this section.

(a) The Project XL site-specific regulations and other site-specific regulations in 40 CFR 264.1(g)(12), 264.301(l), 264.1030(d), 264.1050(g), 264.1080(e), 264.1080(f), and 264.1080(g).

(b) The following sections applicable only to unauthorized states: 40 CFR 264.1(f), 264.149 and 264.150.

(c) The following optional amendments:

1. The amendments to 40 CFR 264.141(h), 264.147(g)(1), 264.151(g) and 264.151(h)(2) in the Federal Register dated September 1, 1988 (53 FR 33938);

2. The amendments to 40 CFR 264.143(f)(10), 264.145(f)(11), 264.151(f), 264.151(g), 264.151(h)(1), and 264.151(h)(2) in the Federal Register dated September 16, 1992 (57 FR 42832); and

3. The amendments to 40 CFR 264.112(c) and 264.118(d) in the Federal Register dated September 28, 1988 (53 FR 37912). For the optional amendments in paragraph (c) above, the language in effect immediately prior to the effective date of the referenced Federal Registers remains in effect.

(2) The Department adopts by reference 40 CFR Part 265 revised as of July 1, 2010 <https://www.firules.org/Gateway/reference.asp?No=Ref-00604>, including all appendices, with the exceptions described in paragraphs (2)(a) through (e) of this section.

(a) Subpart R;

(b) The Project XL site-specific regulations in 40 CFR 265.1(c)(15), 265.1030(c), 265.1050(f), 265.1080(e), 265.1080(f), and 265.1080(g).

(c) The following sections applicable only to unauthorized states: 40 CFR 265.1(c)(4), 265.149 and 265.150.

(d) An error in 40 CFR 265.340(b)(2), which is hereby corrected by replacing it with 40 CFR 265.340(b)(2) as published in the September 30, 1999 Federal Register (64 FR 52828).

(e) The amendments to 40 CFR 265.141(h) and 265.147 in the Federal Register dated September 1, 1988 (53 FR 33938) and to 40 CFR 265.112(c) and 265.118(d) in the Federal Register dated September 28, 1988 (53 FR 37912).

For the optional amendments in paragraph (e) above, the language in effect immediately prior to the effective date of the referenced Federal Registers remains in effect.

(3) The Department adopts by reference 40 CFR 264.112(c)(1) and (2), 264.118(d)(1) and (2), 265.112(c)(3) and (4), 265.118(d)(3) and (4) revised as of July 1, 1988. The Department adopts by reference 40 CFR 264.143(f)(10), 264.145(f)(11), 264.147(g)(1), 264.151(f), 264.151(g), 264.151(h)(1), and 264.151(h)(2) revised as of July 1, 1988.

(4) Owners and operators of hazardous waste treatment, storage and disposal facilities shall submit biennial reports required by 40 CFR 264.75 [as adopted by reference in subsection 62-730.180(1), F.A.C.], and 265.75 [as adopted by reference in subsection 62-730.180(2), F.A.C.], to the Department on Form 62-730.900(8) ("2005 Hazardous Waste Report Form"). Rule 62-730.900, F.A.C., contains information on obtaining a copy of this form.

(5) The owner or operator of a permitted hazardous waste facility who desires to locate a transfer facility at the hazardous waste facility shall apply for a permit modification. The permit modification shall require public notice as described in Rule 62-730.292, F.A.C.

(6) Unless otherwise exempted from corrective action financial assurance requirements pursuant to state or federal law, the owner or operator of a hazardous waste facility shall demonstrate compliance with the financial assurance requirements of 40 CFR Part 264 Subpart H [as adopted by reference in subsection 62-730.180(1), F.A.C.], or 40 CFR Part 265 Subpart H [as adopted by reference in subsection 62-730.180(2), F.A.C.], by using the following forms, which are hereby adopted and incorporated by reference:

(a) Hazardous Waste Facility Letter from Chief Financial Officer to Demonstrate Financial Assurance for Closure, Post-Closure or Corrective Action, Form 62-730.900(4)(a), effective date January 5, 1995.

(b) Hazardous Waste Facility Letter from Chief Financial Officer to Demonstrate Financial Responsibility for Liability, Closure, Post-Closure or Corrective Action, Form 62-730.900(4)(b), effective date January 5, 1995.

(c) Hazardous Waste Facility Corporate Guarantee to Demonstrate Financial Assurance for Closure, Post-Closure or Corrective Action, Form 62-730.900(4)(c), effective date January 5, 1995.

(d) Hazardous Waste Facility Corporate Guarantee for Liability Coverage, Form 62-730.900(4)(d), effective date January 5, 1995.

(e) Hazardous Waste Facility Trust Fund Agreement to Demonstrate Financial Assurance for Closure, Post-Closure or Corrective Action, Form 62-730.900(4)(e), effective date January 5, 1995.

(f) Hazardous Waste Facility Standby Trust Fund Agreement to Demonstrate Financial Assurance for Closure, Post-Closure or Corrective Action, Form 62-730.900(4)(f), effective January 5, 1995.

(g) Hazardous Waste Facility Irrevocable Letter of Credit to Demonstrate Financial Assurance for Closure, Post-Closure, or Corrective Action, Form 62-730.900(4)(g), effective date January 5, 1995.

(h) Hazardous Waste Facility Financial Guarantee Bond to Demonstrate Financial Assurance for Closure, Post-Closure or Corrective Action, Form 62-730.900(4)(h), effective date January 5, 1995.

(i) Hazardous Waste Facility Performance Bond to Demonstrate Financial Assurance for Closure, Post-Closure or Corrective Action, Form 62-730.900(4)(i), effective date January 5, 1995.

(j) Hazardous Waste Facility Insurance Certificate to Demonstrate Financial Assurance for Closure, Post-Closure or Corrective Action, Form 62-730.900(4)(j), effective date January 5, 1995.

(k) Hazardous Waste Facility Certificate of Liability Insurance (Primary Policy), Form 62-730.900(4)(k), effective date January 5, 1995.

(l) Hazardous Waste Facility Certificate of Liability Insurance (Excess/Surplus Policy), Form 62-730.900(4)(l), effective date January 5, 1995.

(m) Hazardous Waste Facility Endorsement (Primary Policy), Form 62-730.900(4)(m), effective date January 5, 1995.

(n) Hazardous Waste Facility Endorsement (Excess/Surplus Policy), Form 62-730.900(4)(n), effective date January 5, 1995.

(o) Hazardous Waste Facility Letter Of Credit to Demonstrate Liability Coverage, Form 62-730.900(4)(o), effective date January 29, 2006.

(p) Hazardous Waste Facility Surety Bond to Demonstrate Liability Coverage, Form 62-730.900(4)(p), effective date January 29, 2006.

(q) Hazardous Waste Facility Trust Fund to Demonstrate Liability Coverage, Form 62-730.900(4)(q), effective date January 29, 2006.

(r) Hazardous Waste Facility Standby Trust Fund to Demonstrate Liability Coverage, Form 62-730.900(4)(r), effective date January 29, 2006.

Rule 62-730.900, F.A.C., contains information on obtaining copies of these forms.

Rulemaking Authority 403.704, 403.721, 403.724, 403.8055 FS. Law Implemented 403.704, 403.721, 403.724 FS. History—New 5-19-82, Amended 3-4-82, 5-20-82, 7-14-82, 8-30-82, 10-7-82, 11-25-82, 2-3-83, 3-31-83, 5-19-83, 1-5-84, 2-2-84, 11-7-84, 7-5-85, 10-3-85, Formerly 17-30.18, Amended 5-5-86, 9-19-86, 10-31-86, 3-31-87, 4-13-88, 6-28-88, Formerly 17-30.180, Amended 1-25-89, 8-13-90, 9-10-91, 10-14-92, 10-7-93, Formerly 17-730.180, Amended 1-5-95, 9-7-95, 4-30-97, 8-19-98, 2-4-00, 12-20-00, 8-1-02, 10-1-04, 1-29-06, 4-6-06, 5-1-07, 4-25-08, 5-8-09, 10-12-11.

62-730.181 Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities.

(1) The Department adopts by reference 40 CFR Part 266 revised as of July 1, 2010 <https://www.flrules.org/Gateway/reference.asp?No=Ref-00605>.

(2) Owners or operators of facilities claiming exemption to regulations under 40 CFR 266.20(b) shall maintain detailed operations records that may be used to determine if the claim of exemption is valid. The records shall be retained for at least three years and be made available to the Department upon request.

Rulemaking Authority 403.704, 403.721, 403.8055 FS. Law Implemented 403.704, 403.721 FS. History—New 7-5-85, Amended 10-3-85, 5-5-86, 4-13-88, Formerly 17-30.181, Amended 1-25-89, 8-13-90, 9-10-91, 10-14-92, 10-7-93, Formerly 17-730.181, Amended 1-5-95, 9-7-95, 2-25-96, 4-30-97, 8-19-98, 2-4-00, 12-20-00, 8-1-02, 10-1-04, 1-29-06, 4-6-06, 5-1-07, 4-25-08, 5-8-09, 10-12-11.

62-730.182 Criteria to Determine Whether Changes Constitute a “Substantial Modification” at Certain Existing Hazardous Waste Facilities That Are Otherwise Exempt From Statutory Location Standards.

(1) This section applies only to transfer facilities which store shipments of hazardous waste that are required to be manifested and to facilities, including federal facilities, which treat, store, or dispose of shipments of hazardous waste generated off-site that are required to be manifested. This section does not apply to:

(a) Manufacturers, power generators, or other industrial operations that received a permit from the Department, or apply for a permit or a modification to a permit for the treatment, storage, or disposal of hazardous waste generated only on-site or generated at other sites owned or acquired by the permittee;

(b) Federal facilities which received a permit from the Department, or apply for a permit or a modification to a permit for the treatment, storage, or disposal of hazardous waste generated only on-site or at other sites under the command or supervisory control of the federal facility at which the permitted hazardous waste management operations occur;

(c) Hazardous waste facilities that do not receive waste that is required to be manifested; or

(d) Hazardous waste facilities that meet all siting requirements of Section 403.7211, F.S.

(2) This section shall apply to all pending permit applications for which the Department has not issued a Final Order.

(3) Any applicant who submits an application under Section 403.722 F.S., for a permit to modify a hazardous waste treatment, storage, or disposal facility which does not comply with the location standards in Section 403.7211, F.S. must include a demonstration that the modification is not "substantial" as defined in subsection 62-730.182(4), F.A.C.

(4) A substantial modification under this subsection means any change in operations, structures, or permit conditions, at a permitted TSD, or any changes to the transfer facility notification submitted to the Department in accordance with subsection 62-730.171(2), F.A.C., which is reasonably expected to lead to a substantial increase in the potential impact, or risk of impact, from a release at that facility, as follows:

(a) A substantial increase in the potential impact from a release means a potential increase in the distance from a facility at which life-threatening concentrations of a hazardous substance may occur from an instantaneous release based on the proposed modification versus the threat from existing operations, as determined in accordance with subsection 62-730.182(5), F.A.C. For the purposes of this section, a concentration of hazardous waste or hazardous substances shall be deemed to be life-threatening when the concentration of such hazardous waste or substances could cause susceptible or sensitive individuals, excluding hypersensitive or hyper susceptible individuals, to experience irreversible or serious, long-lasting effects or impaired ability to escape.

(b) Except as provided in subsection 62-730.182(7), F.A.C., a substantial increase in the risk of impact from a release means addition of waste codes; increase in the number or area of treatment, storage or disposal units; or increase in the volume of hazardous waste managed at the hazardous waste facility (which includes a transfer facility).

(5)(a) In the demonstration required by subsection 62-730.182(3), F.A.C., the owner or operator shall analyze and report:

1. One worst-case release scenario that is estimated to create the greatest distance in any direction to an inhalation toxic endpoint determined in accordance with the hierarchy referenced in sub-subparagraph 62-730.182(5)(g)1.a., F.A.C.; and

2. One worst-case release scenario that is estimated to create the greatest distance in any direction to a flammable endpoint defined in sub-subparagraph 62-730.182(5)(g)1.b., F.A.C., resulting from the release of regulated flammable substances under worst-case conditions defined in paragraph 62-730.182(5)(g), F.A.C.

(b) The worst-case release quantity shall be the greater of the following:

1. For substances in a tank (for example, a reactor, vat, kettle, boiler, or cylinder) or other container (for example, a drum or barrel), the greatest amount potentially held in a single tank or container, taking into account administrative controls that limit the maximum quantity; or

2. For substances in pipes, the greatest amount potentially in a pipe, taking into account administrative controls that limit the maximum quantity.

(c)1. For toxic substances that are normally gases at ambient temperature and handled as a gas or as a liquid under pressure, the owner or operator shall assume that the quantity in the vessel or pipe, as determined under paragraph 62-730.182(5)(b), F.A.C., is released as a gas over 10 minutes. The release rate (in minutes) shall be assumed to be the total quantity divided by 10 unless passive mitigation systems are in place.

2. For gases handled as refrigerated liquids at ambient pressure:

a. If the released substance is not contained by passive mitigation systems or if the contained pool would have a depth of one centimeter, the owner or operator shall assume that the substance is released as a gas in 10 minutes;

b. If the released substance is contained by passive mitigation systems in a pool with a depth greater than one centimeter, the owner or operator may assume that the quantity in the vessel or pipe, as determined under paragraph 62-730.182(5)(b), F.A.C., is spilled instantaneously to form a liquid pool. The volatilization rate (release rate) shall be calculated at the boiling point of the substance and at the conditions specified in paragraph 62-730.182(5)(d), F.A.C.

(d)1. For toxic substances that are normally liquids at ambient temperature, the owner or operator shall assume that the quantity in the vessel or pipe, as determined under paragraph 62-730.182(5)(b), F.A.C., is spilled instantaneously to form a liquid pool.

a. The surface area of the pool shall be determined by assuming that the liquid spreads to one centimeter deep unless passive mitigation systems are in place that serve to contain the spill and limit the surface area. Where passive mitigation is in place, the surface area of the contained liquid shall be used to calculate the volatilization rate.

b. The owner or operator may take into account the actual surface characteristics when analyzing the volatilization rate.

2. The volatilization rate shall account for the highest daily maximum temperature occurring in the past three years and the temperature of the substance in the vessel.

3. The rate of release to air shall be determined from the volatilization rate of the liquid pool. The owner or operator may use any publicly available technique or methodology that accounts for the modeling conditions and are recognized by industry as

applicable as part of current practices. Proprietary models that account for the modeling conditions may be used provided the owner or operator allows the implementing agency access to the model and describes model features and differences from publicly available models upon request.

(e) For flammable gases, the owner or operator shall assume that the quantity of the substance, as determined under paragraph 62-730.182(5)(b), F.A.C., and the provisions in subparagraphs 62-730.182(5)(e)1. and 2., F.A.C., vaporizes resulting in a vapor cloud explosion. A yield factor of 10 percent of the available energy released in the explosion shall be used to determine the distance to the explosion endpoint if the model used is based on trinitrotoluene (TNT) equivalent methods.

1. For flammable substances that are normally gases at ambient temperature and handled as a gas or as a liquid under pressure, the owner or operator shall assume that the quantity in the vessel or pipe, as determined under paragraph 62-730.182(5)(b), F.A.C., is released as a gas over 10 minutes. The total quantity shall be assumed to be involved in the vapor cloud explosion.

2. For flammable gases handled as refrigerated liquids at ambient pressure:

a. If the released substance is not contained by passive mitigation systems or if the contained pool would have a depth of one centimeter or less, the owner or operator shall assume that the total quantity of the substance is released as a gas in 10 minutes, and the total quantity will be involved in the vapor cloud explosion.

b. If the released substance is contained by passive mitigation systems in a pool with a depth greater than one centimeter, the owner or operator may assume that the quantity in the vessel or pipe, as determined under paragraph 62-730.182(5)(b), F.A.C., is spilled instantaneously to form a liquid pool. The volatilization rate (release rate) shall be calculated at the boiling point of the substance and at the conditions specified in paragraph 62-730.182(5)(d), F.A.C. The owner or operator shall assume that the quantity which becomes vapor in the first 10 minutes is involved in the vapor cloud explosion.

(f) For flammable liquids, the owner or operator shall assume that the quantity of the substance, as determined under paragraph 62-730.182(5)(b), F.A.C., and the provisions in subparagraphs 62-730.182(5)(b)1. and 2., F.A.C., vaporizes resulting in a vapor cloud explosion. A yield factor of 10 percent of the available energy released in the explosion shall be used to determine the distance to the explosion endpoint if the model used is based on TNT equivalent methods.

1. For regulated flammable substances that are normally liquids at ambient temperature, the owner or operator shall assume that the entire quantity in the vessel or pipe, as determined under paragraph 62-730.182(5)(b), F.A.C., is spilled instantaneously to form a liquid pool. For liquids at temperatures below their atmospheric boiling point, the volatilization rate shall be calculated at the conditions specified in paragraph 62-730.182(5)(d), F.A.C.

2. The owner or operator shall assume that the quantity which becomes vapor in the first 10 minutes is involved in the vapor cloud explosion.

(g) The owner or operator may use any commercially or publicly available air dispersion modeling techniques, provided the techniques account for the modeling conditions and are recognized by industry as applicable as part of current practices. Proprietary models that account for the modeling conditions may be used provided the owner or operator allows the implementing agency access to the model and describes model features and differences from publicly available models upon request. The chosen model shall use the following parameters:

1. The following endpoints shall be used:

a. The inhalation toxic endpoints shall be determined in accordance with the hierarchy provided in the "Technical Report for the Substantial Modification Rule for 62-730, F.A.C." dated August 1, 2008, which is hereby adopted and incorporated by reference.

b. The endpoints for flammables vary according to the scenarios studied:

(I) For explosion, an overpressure of one pound per square inch.

(II) For radiant heat/exposure time, a radiant heat of five kilowatts per squared meter for 40 seconds.

(III) For lower flammability limit, concentration of flammable constituent in air that exceeds 25 percent of their lower flammability limit.

2. The owner or operator shall use a wind speed of 1.5 meters per second and F atmospheric stability class (Pasquill-Gifford system).

3. The owner or operator shall use the highest daily maximum temperature in the previous three years and average humidity for the site, based on temperature/humidity data gathered at the stationary source or at a local meteorological station.

4. The worst-case release of a toxic substance shall be analyzed assuming a ground level (0 feet) release.

5. The owner or operator shall use either urban or rural topography, as appropriate. Urban means that there are many obstacles in the immediate area; obstacles include buildings or trees. Rural means there are no buildings in the immediate area and the terrain is generally flat and unobstructed.

6. The owner or operator shall ensure that tables or models used for dispersion analysis of toxic substances appropriately account for gas density.

7. For worst case, liquids other than gases liquefied by refrigeration only shall be considered to be released at the highest daily maximum temperature, based on data for the previous three years appropriate for the stationary source, or at process temperature, whichever is higher.

(h) Consideration of passive mitigation. Passive mitigation systems may be considered for the analysis of worst case provided that the mitigation system is capable of withstanding the release event triggering the scenario and would still function as intended.

(i) Factors in selecting a worst-case scenario. Notwithstanding the provisions of paragraph 62-730.182(5)(b), F.A.C., of this section, the owner or operator shall select as the worst case for flammable substances or the worst case for toxic substances, a scenario based on the following factors if such a scenario would result in a greater distance to an endpoint defined in subparagraph 62-730.182(5)(g)1., F.A.C., beyond the stationary source boundary than the scenario provided under paragraph 62-730.182(5)(b), F.A.C., of this section:

1. Smaller quantities handled at higher process temperature or pressure; and
2. Proximity to the boundary of the stationary source.

(6) In the demonstration required by subsection 62-730.182(3), F.A.C., the owner or operator shall analyze and report:

(a) The physical and chemical characteristics of hazardous waste to be stored; including ignitability, corrosivity, reactivity, toxicity, and volatility; together with any proposed restrictions on the types of hazardous waste to be stored.

(b) The maximum volume of each type of hazardous waste to be stored, together with any proposed restrictions on the types and/or volumes of hazardous waste to be stored.

(c) Operating methods, techniques, and practices to be undertaken by the facility for hazardous waste for which life-threatening concentrations would occur off-site from a spill, fire, or other accidental release.

(d) Passive design improvements or operational restrictions, other than those set forth in this rule, proposed by the owner or operator.

(e) No protection from a fire department may be assumed. Passive fire protection measures only, not active fire protective measures, may be assumed to be effective in the demonstration.

(7) The modifications listed in paragraph 62-730.182(4)(b), F.A.C., shall not be considered to substantially increase the risk of impact if, evaluated on a unit by unit basis, the applicable criteria within the following conditions are met:

(a) Any additional units or expanded areas are:

1. Separated from adjoining hazardous waste storage, treatment, or disposal units or areas by 4-hour fire rated walls, or
2. Separated from the existing hazardous waste storage, treatment, disposal units, or areas by a sufficient distance (to be specified in the site-specific permit or other authorization based upon the flammability and explosive potential of the permitted waste types at their maximum permitted mass or volume; the types of containers and building materials; the available data on wind speed and relative humidity; any passive fire suppression systems; and the presence of natural or manmade features between the existing and proposed units) such that a spill, fire, or other accidental release will not result in the spread of a fire, spill, or other accidental release to the new unit or units.

(b) Interior emergency egress lighting is provided for all hazardous waste treatment, storage, disposal, and transfer facility structures. [Note, the National Fire Protection Association (NFPA) provides design standards for egress lighting in the National Fire Codes].

(c) Exterior emergency lighting is provided for the exterior of all hazardous waste treatment, storage, disposal, and transfer facility hazardous waste management areas, including loading/unloading and transporter vehicle parking areas. [Note, the NFPA provides design standards for exterior emergency lighting in the National Fire Codes].

(d) Secondary containment is provided for all loading and unloading areas, as follows:

1. The secondary containment system has sufficient capacity to contain the total volume of the largest container or 10% of the total volume of the maximum number of containers managed in the loading and unloading area, whichever is greater.

2. If the secondary containment system is not sheltered from precipitation, the secondary containment system has the additional capacity necessary to contain precipitation at the loading and unloading area from a 25-year, 24-hour storm event.

3. For attended transfer to a tank, the tank is installed with a spill containment system at each tank fill connection. This spill containment system is designed to prevent a discharge of regulated substances when the transfer hose or pipe is detached from the tank fill pipe and meets the requirements of paragraph 62-761.500(1)(e), F.A.C.

(e) All transportation vehicles in which hazardous waste is stored incident to transportation at a hazardous waste management facility are parked on a concrete or asphalt surface.

(f) All hazardous waste management areas, including loading and unloading areas at treatment, storage, or disposal units and transfer facilities, comply with the security requirements of 40 CFR Part 264, Subpart C, as adopted by reference in Rule 62-730.180, F.A.C.

(g) All hazardous waste management areas, including loading and unloading areas at treatment, storage, or disposal units and transfer facilities, comply with the communications or alarm system requirements of 40 CFR Part 264, Subpart C, including fire and smoke alarm systems, as adopted by reference in Rule 62-730.180, F.A.C. The system includes a 24-hour alarm station attended by properly trained personnel and an alarm system which automatically transmits a signal to a municipal fire department, a fire brigade, or an emergency response agency without delay.

(h) Concrete floors for the hazardous waste management areas are constructed with an impervious, chemically resistant, surface or coating. Design and construction of the concrete floors must be signed and sealed by a professional engineer in accordance with the requirements of Chapter 471, F.S.

(i) Hazardous waste treatment, storage, disposal and transfer facilities use, at a minimum, incombustible materials for the following structural elements: party and firewalls, interior bearing walls, interior nonbearing partitions, columns, beams, girders, trusses, arches, floors, floor/ceiling assemblies, roofs, roof/ceiling assemblies, exterior bearing walls, and exterior nonbearing walls.

(j) All bays that contain water reactive (Department of Transportation (DOT) Class 4.3), flammable or combustible hazardous waste (DOT Class 2.1, Class 3, Class 4.1 and Class 4.2), oxidizers (DOT Class 5.1), or organic peroxides (DOT Class 5.2), as defined in 49 CFR Part 173, are completely surrounded with four-hour firewalls to the ceiling and provided with automatic fire doors for the entrance and exit. A two-hour rated ceiling is provided for all water reactive storage or treatment bays. Contiguous bays which contain compatible hazardous waste may be considered as a single bay in meeting this standard. This standard shall not apply if the flammable or combustible hazardous waste is separated from other hazardous waste management areas in accordance with the distances specified in subparagraph 62-730.182(7)(a)2., F.A.C.

(k) The facility is provided with an automatic fire sprinkler or suppression system. Fire suppression agents are compatible with the predominant type or types of hazardous waste managed. [Note, the National Fire Protection Association (NFPA) provides design standards for fire sprinkler and suppression systems in the National Fire Codes].

(l) Lightning protection is provided for all interior storage or treatment structures for hazardous waste treatment, storage and transfer facilities [Note, the National Fire Protection Association (NFPA) provides standards for the installation of lightning protection systems in the National Fire Codes].

(m) The owner or operator maintains a real-time record of information online or at an off-site location that identifies the generators of the waste and the quantity, type, location, and hazards of the waste at the facility, and makes this information accessible to the Department, to the county in which the facility is located, to any municipality with planning jurisdiction over the site of the facility, and to emergency response agencies that have a role under the contingency plan for the facility.

(n) In addition to the security requirements of 40 CFR 264.14, the owner or operator provides a security and surveillance system at the facility 24 hours a day, seven days a week, either by employing trained facility personnel or by providing an electronic security and surveillance system which may include television, motion detectors, heat-sensing equipment, combustible gas monitors, or any combination of these, capable of promptly detecting unauthorized access to the facility; monitoring conditions; identifying operator errors; and detecting any discharge that could directly or indirectly cause a fire, explosion, or release of hazardous waste or hazardous waste constituents into the environment or threaten human health.

(o) The owner or operator installs an on-site wind monitor located so that the real-time wind direction can be determined from a remote location in the event of a release of hazardous waste or hazardous waste constituents into the environment.

(8) The owner or operator shall not implement a proposed modification until the Department approves the demonstration required by this section.

Rulemaking Authority 403.0877, 403.7211 FS. Law Implemented 403.0877, 403.7211 FS. History—New 10-28-08.

62-730.183 Land Disposal Restrictions.

The Department adopts by reference 40 CFR Part 268 revised as of July 1, 2011 <http://www.flrules.org/Gateway/reference.asp?No=Ref-01167>, and all appendices, with the exception of subsections (1) and (2) of this section.

(1) 40 CFR 268.5, 268.6, 268.42(b) and 268.44(a) through (g). The authority for implementing these excluded sections remains with EPA. However, internal references to 40 CFR 268.44 in 268.30(d)(3), 268.33(b)(3), 268.34(e)(3), 268.35(b)(3), 268.38(d)(3), 268.39(f)(3), 268.49(b) and 268.50(e) shall mean 40 CFR 268.44(a) through (m).

(2) The inclusion of lab packs containing D009 wastes in 40 CFR 268.7(a)(9)(iii).

Rulemaking Authority 403.704, 403.721, 403.8055 FS. Law Implemented 403.704, 403.721 FS. History—New 1-25-89, Formerly 17-30.183, Amended 8-13-90, 9-10-91, 10-14-92, 10-7-93, Formerly 17-730.183. Amended 1-5-95, 9-7-95, 4-30-97, 8-19-98, 2-4-00, 12-20-00, 8-1-02, 10-1-04, 4-6-06, 5-1-07, 4-25-08, 5-8-09, 10-12-11, 6-29-12.

62-730.185 Standards for Universal Waste Management.

(1) The Department adopts by reference 40 CFR Part 273 revised as of July 1, 2008.

(2) Any person seeking to add a hazardous waste or any category of hazardous waste to this section may petition under Section 120.54(7), F.S.; and 40 CFR 260.23 [as adopted by reference in subsection 62-730.021, F.A.C.], 273.80 and 273.81 [both as adopted by reference in subsection 62-730.185(1), F.A.C.].

Rulemaking Authority 403.704, 403.721, 403.8055 FS. Law Implemented 403.061, 403.704, 403.721 FS. History—New 9-7-95, Amended 4-30-97, 8-19-98, 2-4-00, 12-20-00, 8-1-02, 10-1-04, 1-29-06, 4-6-06, 5-1-07, 4-25-08, 5-8-09.

62-730.186 Universal Pharmaceutical Waste.

(1) The requirements of this section apply to:

(a) "Hazardous waste pharmaceuticals" (as defined in paragraph 62-730.186(4)(e), F.A.C.) while they are managed in Florida; and

(b) Large and small quantity handlers of universal pharmaceutical waste as defined in paragraphs 62-730.186(4)(f) and (l), F.A.C., including persons who handle universal pharmaceutical waste on an infrequent or episodic basis, as well as those who handle such waste routinely or periodically.

(2) The requirements of this section do not apply to:

(a) Pharmaceuticals that are not hazardous waste;

(b) Pharmaceuticals that have not been discarded and that are:

1. Returned with a reasonable expectation of credit through the pharmaceutical reverse distribution system to a manufacturer, wholesaler or reverse distributor, in accordance with an agreement or policy of the manufacturer, due to an oversupply, expiration of the recommended shelf life, a manufacturer recall, a shipping error or damage to the exterior packaging;

2. Donated to a charitable organization as described in the Internal Revenue Code and permitted pursuant to the requirements of Chapter 64F-12, F.A.C.; or

3. Sold to persons who resell and do not discard the pharmaceuticals;

(c) Pharmaceuticals that are biomedical waste as defined in Section 403.703, Florida Statutes (F.S.);

(d) Spill residues, cleanup materials, and media that are contaminated with pharmaceuticals as the result of a spill or discharge; and

(e) Raw materials or ingredients used in the manufacture of pharmaceuticals.

(3) Hazardous waste pharmaceuticals are considered to be universal waste in Florida when managed in accordance with this section. Hazardous waste pharmaceuticals not managed as universal waste in accordance with this section shall be managed in accordance with Chapter 62-730, F.A.C., and shall be disposed of at a permitted hazardous waste treatment, storage or disposal facility.

(4) Definitions. As used in this section:

(a) "Consumer packaging" means the packaging that surrounds or encloses a container, in a form intended or suitable for a healthcare or retail venue, or rejected during the manufacturing process as long as it is enclosed in its bottle, jar, tube, ampule, or package for final distribution to a healthcare or retail venue.

(b) "Container" means the receptacle, such as a bottle, jar, tube, or ampule, into which a pharmaceutical is placed, packaged for transport and/or transported and intended for distribution or dispensing to an ultimate user, and does not include any element of a pharmaceutical that is intended to be absorbed, inhaled or ingested.

(c) "Distribute" means to deliver a pharmaceutical by means other than by administering or dispensing.

(d) "Distributor" means a person who distributes.

(e) "Hazardous waste pharmaceutical" means a "non-viable" "pharmaceutical" [as defined in paragraphs 62-730.186(4)(i) and 62-730.186(4)(h), F.A.C., respectively] that exhibits a characteristic as described in 40 CFR Part 261, Subpart C or is listed hazardous waste pursuant to 40 CFR Part 261, Subpart D. If the waste formulation includes a commercial chemical product listed in Subpart D as the sole active ingredient, then the entire formulation is considered a hazardous waste pharmaceutical, unless excluded by 40 CFR 261.3(g). A pharmaceutical becomes a waste when it is no longer "viable" (as defined in paragraph 62-730.186(4)(n), F.A.C.); when a decision is made to discard the pharmaceutical; or when the pharmaceutical is abandoned as described in 40 CFR 261.2(b). A pharmaceutical does not meet the definition of a "solid waste" under 40 CFR 261.2 and is considered product as long as it is viable, a decision to discard it has not been made, and it is not abandoned as described in 40 CFR 261.2(b). Pharmaceuticals that are produced by a pharmaceutical manufacturer without reasonable expectation of sale, returned or delivered without a reasonable expectation of credit to a manufacturer, wholesaler, reverse distributor or any type of waste broker, are non-viable and are discarded. Once a decision has been made to discard a viable pharmaceutical, it becomes non-viable. Non-viable pharmaceuticals that are hazardous waste may be handled as universal waste under this rule. 40 CFR Part 261 and all sections thereof as cited in this paragraph have been adopted by reference as state regulations in subsection 62-730.030(1), F.A.C.

(f) "Large quantity handler of universal waste" means a "universal waste handler" [as defined in 40 CFR 273.9 (as adopted in subsection 62-730.185(1), F.A.C.)] that, at any time:

1. Accumulates 5,000 kilograms or more total of universal waste (batteries, pesticides, thermostats, lamps, or pharmaceuticals, calculated collectively), or

2. Accumulates universal pharmaceutical waste consisting of more than one kilogram total of pharmaceuticals listed in 40 CFR 261.33(e) [as adopted in subsection 62-730.030(1), F.A.C.] as acute hazardous waste ("p-listed wastes"). The designation as a large quantity handler of universal waste is retained through the end of the calendar year in which the universal waste, identified in subparagraphs 1. and 2. of paragraph 62-730.186(4)(f), F.A.C., is accumulated.

(g) "Manufacturer" means a person who prepares, derives, manufactures, or produces a pharmaceutical.

(h) "Pharmaceutical" means a manufactured chemical product that is intended to be inhaled, ingested, injected, or topically applied for use in the diagnosis, cure, mitigation, treatment, therapy, or prevention of disease or injury in humans or other animals.

(i) "Non-viable" means a pharmaceutical that cannot be sold, returned to the manufacturer, wholesaler or reverse distributor with a reasonable expectation of credit, or donated to a charitable organization. Pharmaceuticals that are obviously "waste-like", such as partial intravenous formulations; partial vials used in the preparation of intravenous (IV) formulations; outdated samples; other outdated items repackaged at the pharmacy; partial vials or vials used on the unit and not emptied (such as insulin and epinephrine dispensing devices); partial ointments, creams and lotions; partial inhalants; partial containers that are not empty as defined in 40 CFR 261.7 [as adopted in subsection 62-730.030(1), F.A.C.]; patient's personal medications that have been left at the hospital; filled finished products that are rejected during the manufacturing process, so long as they are in their consumer package (such as bottle, jar, tube, or ampule), do not support a reasonable expectation of credit and therefore are non-viable pharmaceuticals.

(j) "Pharmaceutical reverse distribution system" means the established practice of shipping expired or other unsaleable prescription drugs from pharmacies, medical practitioners, over-the-counter pharmaceutical retailers, and pharmaceutical wholesalers to pharmaceutical reverse distributors and then to manufacturers with the intent of receiving credit. These items may be shipped directly to manufacturers depending on manufacturer return policies.

(k) "Reverse distributor" means a person engaged in the reverse distribution of prescription drugs who:

1. Operates a warehouse licensed by the Department of Health, Bureau of Statewide Pharmaceutical Services under Chapter 499, F.S., as a reverse distributor; and

2. Has management systems in place to ensure compliance with applicable requirements of 40 CFR Parts 260 through 273 [as adopted in Rules 62-730.021 and 62-730.183, and subsections 62-730.020(1), 62-730.030(1), 62-730.160(1), 62-730.170(1), 62-730.180(1) and (2), 62-730.181(1), 62-730.185(1), and 62-730.220(1), F.A.C.] and Chapter 62-730, F.A.C.

NOTE: The Federal Drug Enforcement Administration has registration requirements for persons engaged in the reverse distribution of prescription drugs who handle controlled substances in Schedules II through V promulgated under United States Code, Title 21, Section 812.

(l) "Small quantity handler of universal waste" means a "universal waste handler" [as defined in 40 CFR 273.9 (as adopted in subsection 62-730.185(1), F.A.C.)] that does not:

1. Accumulate 5,000 kilograms or more total of universal waste (batteries, pesticides, thermostats, lamps or pharmaceuticals, calculated collectively); or

2. Accumulate universal pharmaceutical waste consisting of more than one kilogram total of pharmaceuticals listed in 40 CFR 261.33(e) [as adopted in subsection 62-730.030(1), F.A.C.] as acute hazardous waste ("p-listed wastes").

(m) "Universal waste" means any of the following hazardous wastes that are subject to the universal waste requirements of 40 CFR Part 273 [as adopted in subsection 62-730.185(1), F.A.C.], Chapter 62-730, F.A.C., or Chapter 62-737, F.A.C.: batteries as described in 40 CFR 273.2; pesticides as described in 40 CFR 273.3; thermostats as described in 40 CFR 273.4; lamps as described in 40 CFR 273.5; mercury-containing devices as described in Chapter 62-737, F.A.C.; and pharmaceuticals as defined in paragraph 62-730.186(4)(e), F.A.C.

(n) "Viable" means a pharmaceutical can be sold, returned to the manufacturer, wholesaler or reverse distributor with a reasonable expectation of credit, or donated to a charitable organization meeting the definition in the Internal Revenue Code and permitted in accordance with Chapter 64F-12, F.A.C.

(o) "Wholesaler" means a person who sells or distributes for resale any pharmaceutical as defined in paragraph 62-730.186(4)(e), F.A.C., to any entity other than the ultimate user.

(5) A large or small quantity handler of universal pharmaceutical waste ("handler") is prohibited from:

(a) Disposing of universal pharmaceutical waste; and

(b) Diluting or treating universal pharmaceutical waste, except when responding to releases as described in subsection 62-730.186(10), F.A.C., or when managing waste as described in subsection 62-730.186(7), F.A.C.

(6) A handler or a transporter of universal pharmaceutical waste shall notify the Department in writing and receive an EPA Identification Number before accumulating universal pharmaceutical waste, or offering such waste for transport, or transporting such waste, and shall use Form 62-730.900(1)(b), "8700-12FL, Florida Notification of Regulated Waste Activity," effective date January 4, 2009 [as adopted by reference in paragraph 62-730.150(2)(a), F.A.C.] to do so. A handler or transporter of hazardous waste that has already notified the Department of its hazardous waste management activities and obtained an EPA Identification Number is not required to renotify under this section.

(7) A handler shall implement proper universal pharmaceutical waste management activities that include the following:

(a) A handler shall contain any universal pharmaceutical waste that shows evidence of leakage, spillage, or damage that could cause leakage under reasonably foreseeable conditions. A handler shall manage universal pharmaceutical waste in a way that prevents releases of any universal pharmaceutical waste or component of a universal pharmaceutical waste to the environment. The universal pharmaceutical waste shall be contained in one or more of the following:

1. A container that remains closed (except when adding or removing waste), is structurally sound, and compatible with the pharmaceutical, and that lacks evidence of leakage, spillage, or damage that could cause leakage under reasonably foreseeable conditions;

2. A container that does not meet the requirements of subparagraph 62-730.186(7)(a)1., F.A.C., provided the unacceptable container is overpacked in a container that does meet the requirements; and

3. A tank that meets the requirements of 40 CFR Part 265 Subpart J [as adopted in subsection 62-730.180(2), F.A.C.], except for 40 CFR 265.197(c), 265.200 and 265.201.

(b) A handler shall clearly label those containers and tanks accumulating waste pharmaceuticals with the phrase "universal pharmaceutical waste" or "universal waste pharmaceuticals," and with specific hazardous waste codes applicable to the universal pharmaceutical waste that is or may be placed in the container or tank.

(c) A handler may conduct the following activities as long as the innermost container of each individual pharmaceutical remains intact and closed, or if the innermost container is placed into another individual sealed container:

1. Sorting or mixing individual pharmaceuticals in one outer container, as long as the pharmaceuticals are compatible;

2. Disassembling packages containing several pharmaceuticals into individual pharmaceuticals; and

3. Removing pharmaceuticals from consumer packaging.

(d) A handler of universal pharmaceutical waste may generate solid waste as a result of the activities in paragraph 62-730.186(7)(c), F.A.C. A handler of universal pharmaceutical waste that generates solid waste shall determine whether the solid waste is hazardous waste identified in 40 CFR Part 261 Subpart C or D [as adopted in subsection 62-730.030(1), F.A.C.] If the solid waste is a hazardous waste, it shall be managed in compliance with all applicable requirements of Chapter 62-730, F.A.C. The handler is considered the generator of the hazardous waste and is subject to 40 CFR Part 262 [as adopted in subsection 62-730.160(1), F.A.C.] If the solid waste is not hazardous waste, the handler may manage the waste in any way that is in compliance with applicable federal, state and local solid waste regulations.

(e)1. A reverse distributor or wholesaler who meets the definition of "universal waste handler" in 40 CFR 273.9 [as adopted in subsection 62-730.185(1), F.A.C.] shall meet the requirements for "handlers" in subsections 62-730.186(6) through (12), F.A.C., of this section.

2. A reverse distributor or wholesaler that makes determinations as to whether pharmaceuticals are viable shall:

a. Begin the process of distinguishing viable pharmaceuticals from universal pharmaceutical waste or hazardous waste within 14 days of receipt of a complete shipment of returns from a handler, and in no event more than 21 days from the receipt of the first installment of a partial shipment;

b. Complete the universal pharmaceutical waste or hazardous waste identification process within 21 days of receipt of the complete shipment, and in no event more than 30 days from receipt of the first installment of a partial shipment; and

c. Keep a record of each shipment of returns by any method that clearly demonstrates the date on which the shipment was received and the date on which the reverse distributor or wholesaler determined the universal pharmaceutical waste or hazardous waste status of all items in the shipment.

(8) The following are accumulation time limits and verification practices for handlers of universal pharmaceutical waste:

(a) A small quantity handler of universal waste may accumulate universal pharmaceutical waste for no longer than one year from the date the universal pharmaceutical waste was generated, unless the requirements of paragraph 62-730.186(8)(c), F.A.C., are met.

(b) A large quantity handler of universal waste may accumulate universal pharmaceutical waste for no longer than 6 months from the date the universal pharmaceutical wastes are generated, unless the requirements of paragraph 62-730.186(8)(c), F.A.C., are met.

(c) A handler may accumulate universal pharmaceutical waste for a longer period of time than specified in paragraphs 62-730.186(8)(a) and (b), F.A.C., if such activity is solely for the purpose of accumulation of such quantities of universal pharmaceutical waste as are necessary to facilitate proper recovery, treatment or disposal. However, the handler bears the burden of proving that the extended accumulation time is solely for these purposes.

(d) A handler shall be able to demonstrate the accumulation time for the universal pharmaceutical waste. The handler may make this demonstration by:

1. Placing the universal pharmaceutical waste in a container and marking or labeling the container with the earliest date that any universal pharmaceutical waste in the container became a waste;

2. Marking or labeling each individual item of universal pharmaceutical waste (e.g., each individual pharmaceutical container or package) with the date it became a waste;

3. Maintaining an inventory system on-site that identifies the date each universal pharmaceutical waste became a waste;

4. Maintaining an inventory system on-site that identifies the earliest date that any universal pharmaceutical waste in a group of universal pharmaceutical wastes, or a group of containers of universal pharmaceutical wastes, became waste; or

5. Using any other method which clearly demonstrates the length of time the universal pharmaceutical wastes have been accumulating from the date they became a waste.

(9) A handler shall ensure that all employees handling or managing universal pharmaceutical waste successfully complete a program of classroom instruction or on-the-job training.

(a) The training shall ensure that all employees are thoroughly familiar with proper waste management procedures relevant to their responsibilities during normal facility operations and emergencies. The training shall include response to releases as required by subsection 62-730.186(10), F.A.C.

(b) Employees working at a handler's facility on April 22, 2007 shall successfully complete the training program required in paragraph 62-730.186(9)(a), F.A.C., within three months after the effective date. Employees hired or assigned after April 22, 2007 shall successfully complete the training program within three months after the date of their employment at or assignment to the

handler's facility. These employees shall not manage universal pharmaceutical waste unsupervised until they have completed the training requirements.

(c) Employees shall take part in an annual review of the initial training required in paragraph 62-730.186(9)(a), F.A.C., and the handler shall ensure that the annual review is available to the employees.

(d) A handler shall document the training given to each employee. The documents shall include the employee's name, signature, date of hire or assignment, date of training, and type of training. The training documents shall be kept at the handler's place of business for at least three years.

(10) A handler shall immediately contain all releases of universal pharmaceutical waste (including spills that occur indoors). A handler shall determine whether any material resulting from a release is hazardous waste. A handler shall manage any such hazardous waste in compliance with the requirements of 40 CFR Parts 260 through 272 [as adopted in Rules 62-730.021 and 62-730.183, and subsections 62-730.020(1), 62-730.030(1), 62-730.160(1), 62-730.170(1), 62-730.180(1) and (2), 62-730.181(1) and 62-730.220(1), F.A.C.] The handler is considered the generator of the material resulting from the release and shall manage the material in compliance with 40 CFR Part 262 [as adopted in subsection 62-730.160(1), F.A.C.] Material resulting from the release of universal pharmaceutical waste may not be managed as universal pharmaceutical waste.

(11) Off-site shipments of universal pharmaceutical waste shall meet the following requirements:

(a) A handler is prohibited from sending or taking universal pharmaceutical waste to a place other than to a handler or a reverse distributor who has notified the department pursuant to subsection 62-730.186(6), F.A.C.; a destination facility as defined in 40 CFR 273.9 [as adopted in subsection 62-730.185(1), F.A.C.]; or a foreign destination in accordance with the requirements of paragraph 62-730.186(11)(j), F.A.C.

(b) A reverse distributor is prohibited from taking or sending universal pharmaceutical waste to a place other than a destination facility that is permitted pursuant to 40 CFR Parts 264 [as adopted in subsection 62-730.180(1), F.A.C.] and 270 [as adopted in subsection 62-730.220(1), F.A.C.] for treatment, storage or disposal of hazardous waste, or a foreign destination in accordance with the requirements of paragraph 62-730.186(11)(j), F.A.C.

(c) If a handler self-transportes universal pharmaceutical waste off-site, the handler becomes a universal waste transporter for those self-transportation activities and shall comply with the transporter requirements of 40 CFR Part 273 Subpart D [as adopted in subsection 62-730.185(1), F.A.C.] while transporting the universal pharmaceutical waste.

(d) A person who transports, at any one time, more than 5000 kilograms of universal pharmaceutical waste or more than one kilogram of p-listed universal pharmaceutical waste shall comply with the financial responsibility requirements of subsection 62-730.170(2), F.A.C.

(e) A handler that intends to transport a universal pharmaceutical waste that meets the definition of hazardous materials in 49 CFR Parts 171 through 180 is advised of its duty to comply with the applicable Department of Transportation regulations in 49 CFR Parts 172 through 180. These regulations address packaging, labeling, marking and placarding the shipment, and preparing proper shipping papers. Handlers are further advised to consult 49 CFR 172.101 for a list of hazardous materials and a table summarizing shipping requirements.

(f) A handler that transports a universal pharmaceutical waste to a reverse distributor or another handler must provide the reverse distributor or handler with written information sufficient to allow the reverse distributor or other handler to make knowledgeable decisions about the safe handling and proper disposal of the universal pharmaceutical waste.

(g) Prior to sending a shipment of universal pharmaceutical waste to a destination facility, the originating handler shall ensure that the destination facility agrees in writing to receive the shipment. One agreement to accept universal waste from a handler can cover more than one shipment.

(h) If a handler sends a shipment of universal pharmaceutical waste to a destination facility and the shipment is rejected by the destination facility, the originating handler shall either:

1. Receive the waste back when notified that the shipment has been rejected; or
2. Agree with the destination facility on an alternate destination facility to which the shipment will be sent.

(i) If a destination facility receives a shipment containing hazardous waste that is labeled universal pharmaceutical waste but is not in fact universal pharmaceutical waste, the destination facility shall immediately notify the Department of the mislabeled shipment and provide the name, address, and telephone number of the originating handler. The destination facility shall handle the hazardous waste in accordance with the requirements of Chapter 62-730, F.A.C.

(j) If a destination facility receives a shipment of non-hazardous, non-universal waste pharmaceuticals, the destination facility may manage the waste pharmaceuticals in any way that is in compliance with applicable federal, state and local solid waste regulations.

(k)1. A handler who sends universal pharmaceutical waste to a foreign destination which is one of the following designated member countries of the Organization for Economic Cooperation and Development (OECD): Australia, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Japan, Luxembourg, Netherlands, New Zealand, Norway, Portugal, Spain, Sweden, Switzerland, Turkey, and United Kingdom, is subject to the requirements of 40 CFR Part 262 Subpart H [as adopted in subsection 62-730.160(1), F.A.C.]

2. A handler who sends universal pharmaceutical waste to a foreign destination other than those listed in subparagraph 62-730.186(11)(j)1., F.A.C., must:

a. Comply with the requirements applicable to a primary exporter in 40 CFR 262.53, 262.56(a)(1) through (4), (6), and (b), and 262.57 [as adopted in subsection 62-730.160(1), F.A.C.];

b. Export such universal pharmaceutical waste only upon consent of the receiving country and in conformance with the EPA Acknowledgement of Consent as defined in 40 CFR 262.51 [as adopted in subsection 62-730.160(1), F.A.C.]; and

c. Provide a copy of the EPA Acknowledgement of Consent for the shipment to the transporter who transports the shipment for export.

(l) This section applies to hazardous waste pharmaceuticals only while they are managed in Florida. Handlers are advised to meet the regulatory requirements of the receiving state when hazardous waste pharmaceuticals are shipped out of state.

(12) A handler shall keep a record of each shipment of universal pharmaceutical waste sent to another handler, a reverse distributor, destination facility, or foreign destination. The record shall consist of a written receipt, manifest, bill of lading or other written documentation. A handler shall retain the records at its place of business for at least three years from the date of shipment. The record for each shipment of universal pharmaceutical waste shall include the following information:

(a) The name and address of the handler, reverse distributor, destination facility or foreign destination to which the universal pharmaceutical wastes were sent;

(b) The quantity of universal pharmaceutical waste sent; and

(c) The date the shipment of universal pharmaceutical waste left the handler's facility.

(13) This section constitutes state authorization for reverse distributors and wholesalers to manage hazardous pharmaceutical waste from conditionally exempt hazardous waste generators (CESQGs) and authorization for CESQGs to ensure delivery of their hazardous waste pharmaceuticals to a reverse distributor or wholesaler, pursuant to 40 CFR 261.5(f)(3)(iii) and 40 CFR 261.5(g)(3)(iii) [as adopted in subsection 62-730.030(1), F.A.C.] Wholesalers are authorized by this section to manage hazardous pharmaceutical waste only from the CESQGs to whom they distributed the pharmaceutical(s) which became waste.

Rulemaking Authority 403.061, 403.151, 403.704, 403.72, 403.721 FS. Law Implemented 120.52, 120.54, 403.061, 403.151, 403.704, 403.72, 403.721 FS. History—New 4-22-07, Amended 1-4-09.

62-730.200 Introduction, Scope and Procedures for Decision Making.

(1) This Part provides the requirements and procedures for the issuance, approval, denial, renewal, modification, and revocation of any research development and demonstration permit, temporary operation permit, construction permit, postclosure permit, corrective action permit, emergency permit, clean closure plan, remedial action plan, variance, closure equivalency determination, or other authorization required by law from the Department for a hazardous waste facility.

(2) The provisions of Chapter 62-4, F.A.C., shall also apply to the permitting of hazardous waste facilities, but only to the extent Chapter 62-4, F.A.C., is consistent with this Part.

(3) The Department will follow the procedures set forth in these sections of 40 CFR Part 124 revised as of July 1, 2008: 124.3(a); 124.5(a), (c), and (d); except the optional amendment to 124.5(c)(1) in the Federal Register dated September 8, 2005 (70 FR 53419); 124.6(a), (d), and (e) except (d)(4)(ii) through (v); 124.8(a) and (b) except (b)(3) and (b)(8); 124.10(a) except (a)(1)(i) and (a)(1)(iv) through (a)(3); 124.10(b); 124.10(c) except (c)(1)(iv) through (viii); 124.10(d) except (d)(1)(vii) through (ix) and (d)(2)(iv); 124.11; 124.12(a); and 124.17 except (b); 124.31 except for two sentences in 124.31(a) which include the phrase "over which EPA has permit issuance authority" and the optional amendments to 124.31(a), (b) and (c) in the Federal Register dated September 8, 2005 (70 FR 53419); 124.32 except for two sentences in 124.32(a) which include the phrase "over which EPA has permit issuance authority" and the optional amendment to 124.32(a) in the Federal Register dated September 8, 2005 (70 FR 53419);

and 124.33 except for 124.33(a), which are hereby adopted by reference. For the optional amendments excepted in this section, the language in effect on September 8, 2005 remains in effect. Sections 124.31, 124.32, 124.33 apply to all applicants seeking construction or operation permits for hazardous waste management units.

(4) Whenever a permit is required pursuant to this chapter and when other rules of the Department require another type of permit, the Department will make every effort to consolidate the review, issuance, and reissuance of Department permits.

(5) Permits may be issued or denied for one or more hazardous waste management unit at a facility without simultaneously issuing or denying a permit to all hazardous waste management units at the facility. The permit status of any unit for which a permit has not been issued or denied is not affected by the issuance or denial of a permit to any other unit at the facility.

Rulemaking Authority 403.704, 403.721, 403.722, 403.8055 FS. Law Implemented 403.704, 403.721, 403.722 FS. History--New 7-1-82, Formerly 17-30.20, Amended 9-23-87, 6-28-88, Formerly 17-30.200, Amended 9-10-91, 10-14-92, Formerly 17-730.200, Amended 1-5-95, 1-29-06, 4-6-06, 5-1-07, 4-25-08, 5-8-09.

Editorial Note: Formerly Rule 62-730.184, F.A.C.

62-730.210 Definitions.

(1) The definitions as described in Rule 62-730.020, F.A.C., shall apply to this part.

(2) In addition, as used in this part:

(a) "Authorization" means any permit, certification, consent, designation, approval, variance, registration, license, agreement, order (including consent order), enforceable document, or other determination required by law from the Department prior to some proposed action or to obtain some relief.

(b) "Clean closure determination" means a determination by the Department that all wastes and waste residues; all contaminated system components, structures and equipment; and all soil, sediment, groundwater, and surface water at a contaminated site have been removed or decontaminated to the extent necessary to protect human health and the environment. Applicants for a clean closure determination without controls must demonstrate that they meet cleanup target levels for risk management option level I pursuant to subsection 62-780.680(1), F.A.C. The term "no further action" refers only to sites that receive a clean closure determination without controls. Applicants for a clean closure determination with controls must demonstrate that they meet the cleanup target levels for risk management option level II or III pursuant to subsections 62-780.680(2) and (3), F.A.C. The term "no further action with controls" refers to sites that receive a clean closure determination with controls. "Sites" as used in this paragraph means solid waste management units (SWMUs), regulated hazardous waste management units, and areas of concern (AOCs).

(c) "Clean closure plan" means an enforceable document designed to achieve a clean closure determination with or without controls.

(d) "Closure" means the cessation of operation of a hazardous waste facility or unit, and the act of securing such a facility or unit pursuant to the requirements of Rule 62-730.180, F.A.C., so that it will pose no significant threat to human health or the environment.

(e) "Contaminated site" means any contiguous land, sediment, surface water, or groundwater area that contains contaminants that may be harmful to human health or the environment. The term includes releases of contaminants from SWMUs, regulated hazardous waste management units, and AOCs.

(f) "Corrective action permit" means a hazardous waste facility permit that authorizes remedial activities for solid waste management unit(s) as described in 40 CFR 264.101 or that authorizes remedial activities for SWMUs, regulated unit(s) or AOCs pursuant to 40 CFR 264.110(c) or 40 CFR 265.110(c). At operating hazardous waste management facilities, conditions for remedial activities will be incorporated into the operation permit. At facilities that have or once had a permit to operate or close a hazardous waste disposal unit, a corrective action-only permit is not available if the unit is closed with controls, unless the Department has accepted a certification of completion of postclosure for all such hazardous waste disposal units at the facility.

(g) "Enforceable document" means a written action by the Department which is subject to the provisions of Section 120.69, F.S.

(h) "Notice of deficiency" (NOD) means a certified letter from the Department to an applicant for any permit or other authorization indicating those items which were not completed or were inadequate in the original application or in subsequent submittals and requesting the submission of the required information.

(i) The phrase "owner or operator" includes a permittee or a respondent subject to a Department order.

(j) "Part I" means the section of the permit application submitted on the DEP form adopted in paragraph 62-730.900(2)(a), F.A.C.

(k) "Part II" means all other sections of the permit application submitted to demonstrate compliance with 40 CFR Part 264.

(l) "Permit" means a type of legal authorization granted by the Department to engage in or conduct any construction, operation, or remedial activities at a hazardous waste facility for a specified period of time.

(m) "Postclosure permit" means a hazardous waste facility permit issued pursuant to the provisions of 40 CFR 270.1(c) and 40 CFR 270.28.

(n) "Remedial activities" means all activities required or undertaken to identify contamination and to reduce the concentration of contaminants to meet cleanup target levels. The term includes "closure" as outlined in 40 CFR 264.111 through 264.115 [as adopted in subsection 62-730.180(1), F.A.C.] and 40 CFR 265.111 through 265.115 [as adopted in subsection 62-730.180(2), F.A.C.] with respect to closing hazardous waste treatment, storage and disposal units; "postclosure care" as outlined in 40 CFR 264.117 through 264.120 [as adopted in subsection 62-730.180(1), F.A.C.] and 40 CFR 265.117 through 265.120 [as adopted in subsection 62-730.180(2), F.A.C.] with respect to closed hazardous waste treatment, storage and disposal units; and "corrective action" as required by 40 CFR Part 264 [as adopted in subsection 62-730.180(1), F.A.C.] for releases from any solid waste management unit at a hazardous waste facility. The term "remedial activities" with respect to a solid or hazardous waste management unit corresponds to "site rehabilitation" as used in Chapter 62-780, F.A.C., and defined at subsection 62-780.200(44), F.A.C.

(o) "Subpart H remedial action plan" or "Subpart H RAP" means a special form of hazardous waste authorization as promulgated in 40 CFR Part 270 Subpart H [as adopted in subsection 62-730.220(1), F.A.C.] to approve the treatment, storage or disposal of hazardous remediation waste as defined in 40 CFR 260.10 [as adopted by reference in subsection 62-730.020(1), F.A.C.].

(p) "Temporary operation permit" (TOP) means the legal authorization, limited to a maximum of 3 years, granted by the Department to operate a hazardous waste facility in accordance with Section 403.722, F.S., and Rule 62-730.231, F.A.C.

Rulemaking Authority 376.30701, 403.704, 403.722 FS. Law Implemented 376.30701, 403.704, 403.722 FS. History—New 7-9-82, Amended 1-5-84, Formerly 17-30.21, Amended 9-23-87, Formerly 17-30.210, Amended 9-10-91, Formerly 17-730.210, Amended 1-29-06, 11-29-06.

62-730.220 Applications for Permits and Other Authorizations.

(1) The Department adopts by reference the following sections of 40 CFR Part 270 revised as of July 1, 2008: 270.1(c) except for the Project XL site-specific regulations in 270.1(c)(2)(ix); 270.2, except for the optional amendments to the definition of "permit" and "Standardized Permit" in the Federal Register dated September 8, 2005 (70 FR 53419); 270.3; 270.4, including the corrections in the Federal Register dated March 18, 2010 (75 FR 12989) <http://www.flrules.org/Gateway/reference.asp?No=Ref-00590>; 270.6; 270.10 except for the optional amendments to 270.10(a) and (h) in the Federal Register dated September 8, 2005 (70 FR 53419); 270.11; 270.12 through 270.28; 270.30; 270.31; 270.32(b)(2); 270.33; 270.51 except for the optional amendments to 270.51(e) in the Federal Register dated September 8, 2005 (70 FR 53419); 270.61; 270.62; 270.65; 270.66; 270.68; 270.72; 270.79 through 270.230; and 270.235. For the optional amendments excepted in this section, the language in effect on September 8, 2005 remains in effect.

(2)(a) Applicants for hazardous waste permits shall use the following forms, which are hereby adopted and incorporated by reference, and shall comply with subsection (7) of this section:

1. Part 1 – General, Form 62-730.900(2)(a), effective date January 29, 2006.
2. Well Construction Summary Report, Form 62-730.900(2)(b), effective date January 29, 2006.
3. Information Regarding Potential Releases from Solid Waste Management Units, Form 62-730.900(2)(c), effective date January 29, 2006.
4. Certification, Form 62-730.900(2)(d), effective date January 29, 2006. Rule 62-730.900, F.A.C., contains information on obtaining copies of these forms.

(b) The Department shall, upon request of the applicant, combine applications for all required hazardous waste permits at the same hazardous waste facility into one issued permit. The fee for a combined application shall be the highest of all applicable fees. Operation under a combined construction and operation permit shall not begin until the facility is in full compliance with 40 CFR Part 264 standards.

(3) All applicants for hazardous waste authorizations (including permits) shall supply the number of copies of applications and supporting documents requested by the Department. All copies shall contain original signatures and seals in all instances where a signature or certification is required. Except as otherwise instructed in this rule, all applications shall be sent for review and

determination to the Hazardous Waste Regulation Section, MS 4560, Division of Waste Management, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

(4) All applicants for a hazardous waste authorization shall indicate all other federal and state laws that may apply to the activity for which authorization is requested.

(5) 40 CFR 261.5(f)(3)(iii) and 40 CFR 261.5(g)(3)(iii) [as adopted in subsection 62-730.030(1), F.A.C.] provide that waste generated by conditionally exempt small quantity generators ("CESQG waste") must be delivered to certain specified facilities, including a facility "authorized to manage hazardous waste by a State with a hazardous waste management program approved under Part 271 of this chapter." Florida is such a state. The Department's authorization to manage CESQG waste shall include facility-specific operating conditions, including location, generator responsibilities, amount and type of wastes, time limits, and recordkeeping, as appropriate to the request and generator status of the authorized person.

(6) Within 60 days after receipt of an application for a hazardous waste facility authorization, the Department shall examine the application and notify the applicant of apparent errors or omissions and request additional information through a Notice of Deficiency (NOD). The applicant shall respond to the Department within the time limit set forth in the NOD or within 30 days of receipt of the NOD, if no time limit is set forth in the NOD. Failure to provide complete and adequate responses to an NOD with respect to application for a hazardous waste authorization within the time limit is a violation of this rule.

(7) Applicants for a hazardous waste permit shall include with Part II of their permit application all of the following information, as applicable, in addition to that required by the sections of 40 CFR Part 270 adopted in subsection (1) of this section.

(a) Owners or operators of facilities that store or propose to store containers of hazardous waste shall include a complete description of the procedures used to comply with 40 CFR 264.171, 264.172 and 264.173.

(b) Owners or operators of facilities that use or propose to use tank systems for storage or treating hazardous waste shall include a copy of the complete plan describing their response to leaks or spills and disposition of leaking or unfit-for-use tank systems as required by 40 CFR 264.196. For tank systems that do not meet the containment requirements of 40 CFR 264.193, the application shall include a complete description of the leak test or other approved method used to comply with 40 CFR 264.193(i)(1), (2) and (3).

(c) Owners or operators of facilities that treat or dispose of hazardous waste in land treatment units or propose the use of land treatment units shall include:

1. A complete description of an unsaturated zone monitoring program that complies with 40 CFR 264.278; and
2. A complete statement of how the recordkeeping requirements of 40 CFR 264.279 will be met.

(d) Owners or operators of facilities that dispose or propose to dispose of hazardous waste in landfills shall include a complete description of how the surveying and recordkeeping requirements of 40 CFR 264.309 will be met.

(e) The owners or operators of facilities that incinerate or propose to incinerate hazardous waste shall include a certification of the results of monitoring temperatures, waste feed rates, carbon monoxide, and an appropriate indicator of combustion gas velocity. The certification shall include a statement about the precision and accuracy of these measurements for any previously conducted trial burn.

(f) The owners or operators of facilities that treat, store, or dispose of hazardous waste in miscellaneous units or propose the use of miscellaneous units shall include a complete explanation of how the requirements of 40 CFR 264.17 will be met if ignitable, reactive, or incompatible wastes are to be placed in the miscellaneous unit.

(g) Owners or operators of hazardous waste treatment, storage or disposal facilities that intend to operate a transfer facility at the facility shall submit information that demonstrates compliance with Rule 62-730.171, F.A.C., as part of the hazardous waste facility permit application which is described in Rule 62-730.220, F.A.C.

(8) All applications for an authorization shall be certified by the facility owner, facility operator, and real property owner. The determination of the proper person to sign applications as owner, operator and real property owner shall be made in accordance with the provisions of 40 CFR 270.11.

(9) All applications, plans, specifications, certification of construction completion reports, and other related documents shall be certified by a professional engineer registered in the State of Florida, except as provided in subsection 62-4.050(3), F.A.C.

(10) All applications, plans, specifications and supporting documents, or any part thereof, which involve the practice of professional geology as defined in Chapter 492, F.S., shall be certified by a professional geologist licensed by the State of Florida.

(11) All applications for hazardous waste authorizations shall include all the information required by this part and by Forms 62-730.900(2)(a) through (d). All applications for hazardous waste authorizations that include elements of a Part II permit application

shall be submitted in the same format as the instructions provided by the Department. For example, the Closure Plan shall be in "Part II. K" of the application. All applications should be submitted in a standard 3-ring or D-ring binder. Provide a header with the revision number, date and page number on each page of the application. Applications (or revised pages to applications) shall include an index page which indicates all the items being certified by a professional engineer.

Rulemaking Authority 403.061, 403.087, 403.704, 403.721, 403.722, 403.8055 FS. Law Implemented 403.151, 403.704, 403.707, 403.721, 403.722, 403.723, 403.727 FS. History--New 7-9-82, Amended 1-5-84, 8-19-84, 7-22-85, Formerly 17-30.22, Amended 9-23-87, 6-28-88, 12-12-88, Formerly 17-30.220, Amended 8-13-90, 9-10-91, 10-14-92, 10-7-93, Formerly 17-730.220, Amended 1-5-95, 4-30-97, 8-19-98, 2-4-00, 12-20-00, 8-1-02, 10-1-04, 1-29-06, 4-6-06, 5-1-07, 4-25-08, 5-8-09, 10-12-11.

62-730.225 Requirements for Remedial Activities.

(1) Risk based corrective actions authorized in Section 376.30701, F.S., and cleanup target levels (CTLs) and rules promulgated thereunder in Chapters 62-777 and 62-780, F.A.C., shall apply to remedial activities at hazardous waste facilities, with the following clarifications:

(a) Where a provision in Chapter 62-780, F.A.C., conflicts with a specific, applicable requirement of 40 CFR Part 264 or Part 265, the CFR provision controls.

(b) Remedial activities are subject to the public notice requirements of Rule 62-730.292, F.A.C., and the financial assurance requirements of Rule 62-730.226, F.A.C.

(c) A complete Well Construction Summary Report shall be submitted on Form 62-730.900(2)(b), for each piezometer, groundwater monitoring and recovery well installed as part of remedial activities.

(d) Within 60 days of completion of remedial activities, the owner or operator shall submit to the Department, a certification that the remedial activities were performed in accordance with the specifications in the approved remedial activities plan. In addition to the professional certifications required by rules promulgated pursuant to Section 376.30701, F.S., the certification shall be signed by the owner or operator of the hazardous waste facility. Certification of completion of closure or postclosure care for a regulated hazardous waste surface impoundment, waste pile, land treatment unit, or landfill shall be sent by registered mail.

(2) One electronic copy of field and laboratory data, in field delimited and image formats, shall be submitted to the Department in accordance with the requirements of the permit or other authorization.

(3)(a) The quality assurance provisions of Chapter 62-160, F.A.C., shall apply to remedial activities at hazardous waste facilities. In addition, a sampling and analysis plan (SAP) is required for sampling and analysis at facilities with, or seeking, a hazardous waste permit or other authorization for remedial activities.

(b) The SAP shall contain the following elements:

1. A table showing the proposed constituents, matrices, analytical methods and sampling frequency for the project.

2. A table showing the proposed purging and sampling equipment.

3. A description of proposed management of investigation-derived wastes (IDW) including a statement that IDW that contains hazardous waste will be managed in accordance with Department regulations.

4. A statement that the sampling crew will follow the Department's most recent Standard Operating Procedures (SOPs) or other sampling program approved pursuant to Chapter 62-160, F.A.C. (as effective 6-8-04 or later).

5. A statement that the laboratory used will be accredited by the National Environmental Laboratory Accreditation Program (NELAP) and certified by the Florida Department of Health.

(c) One SAP shall be submitted and amended as appropriate for all sampling and analytical work at a facility. The owner or operator may elect to submit multiple SAPs if different sampling and analytical entities are involved, or the SAP may be a component of another submittal.

(d) Amendments or changes to SAPs shall be submitted if the scope of work is substantially altered or if any of the following circumstances occur:

1. New analytical methods, sampling or other field procedures, or instruments or equipment are added;

2. The sampling or analysis contractor is changed; or

3. Other changes are made as may reasonably be expected to affect the data quality objectives of the project.

(e) If the Department requests amendments to the SAP as specified in paragraph (3)(d) of this section, written amendments shall be submitted within 14 days of receipt of the Department's request. If the owner or operator proposes amendments to the SAP, a new or amended SAP shall be submitted within 14 days of the change.

(4) Owners or operators of sites suspected or confirmed to be contaminated with hazardous waste as defined in Section 403.703(21), F.S., and where a risk of exposure to the public may exist, shall place and maintain warning signs. Unless different conditions are approved by the Department in a site-specific authorization, the signs shall be as described in this subsection.

(a) Warning signs shall be at least 2 feet by 2 feet, made of durable weather resistant material, with a lettering in a color that highly contrasts with the background. All lettering must be at least 1 inch high.

(b) Warning signs shall be unobstructed and be mounted in such a manner that the center of the sign is approximately 56 inches above ground surface and is capable of being seen from at least 75 feet away from all access locations.

(c) Warning sign text shall warn of danger, prohibit the entry of unauthorized persons, convey other information appropriate to site conditions, and include a telephone number to call for more information.

Rulemaking Authority 376.30701, 403.061, 403.704, 403.707, 403.72, 403.721, 403.722, 403.7255 FS. Law Implemented 376.30701, 403.087, 403.088, 403.704, 403.707, 403.72, 403.721, 403.722, 403.783 FS. History--New 1-29-06, Amended 11-29-06.

62-730.226 Financial Assurance for Remedial Activities.

(1) Unless otherwise exempted from corrective action financial assurance requirements pursuant to state or federal law, the following persons shall establish and maintain financial assurance for remedial activities using the appropriate forms adopted in subsection 62-730.180(6), F.A.C.:

(a) An owner or operator who is required to establish a corrective action program under 40 CFR 264.100 or 264.101 [as adopted in subsection 62-730.180(1), F.A.C.]; and

(b) An owner or operator who undertakes remedial activities pursuant to an operating permit, a postclosure permit, a corrective action permit or clean closure plan.

(2) An owner or operator as described in subsection (1) of this section shall provide a detailed written cost estimate in undiscounted current dollars. The cost estimate shall include all projected remedial activities. At a minimum, the cost estimate shall equal the estimated cost of completing such remedial activities according to the schedule and methods outlined in a plan for the remedial activities.

(3) The cost estimate for remedial activities shall:

(a) Itemize the separate costs for each year;

(b) Indicate the sum of the separate costs for each year;

(c) Indicate the sum of all the costs for remedial activities; and

(d) Be based on the costs to the owner or operator of hiring a third party to perform remedial activities at the facility according to the methods specified in the approved remedial activities plan. A third party is a party that is neither a parent nor subsidiary of the owner or operator.

(4) The cost estimate for remedial activities shall:

(a) Not incorporate any salvage value that may be gained by the sale of hazardous wastes, facility structure or equipment, land or other facility assets at the time of partial or final closures; and

(b) Incorporate a zero cost for hazardous waste that might have economic value.

(5) The owner or operator of a facility required to undertake remedial activities shall:

(a) Choose from the options described in 40 CFR 264.143 [as adopted in subsection 62-730.180(1), F.A.C.] to provide financial assurance for remedial activities and comply with the requirements of 40 CFR 264.143.

(b) Submit the appropriate forms adopted in paragraphs 62-730.900(4)(a), (b), (c), (e), (f), (g), (h), (i), and (j), F.A.C. Photocopies of Department supplied forms are acceptable. Retyped forms are not acceptable and will be returned.

(c) Provide financial assurance within 30 days of notification by the Department that the cost estimate is approved.

(6) The owner or operator shall adjust the cost estimate for remedial activities, including the cost estimates for each year of remedial activities, for inflation within 60 days prior to the anniversary date of the established financial instrument(s). For owners or operators using the financial test or corporate guarantee, the cost estimate for remedial activities shall be updated for inflation before submission of updated information as specified in 40 CFR 264.143(f)(3) [as adopted in subsection 62-730.180(1), F.A.C.].

(7) The owner or operator shall revise the cost estimate for remedial activities no later than 30 days after the Department approves a request to modify specified remedial activities if the change increases the cost or expected duration of remedial activities. The revision shall reflect any change in the total number of years required to perform the remedial activities and any changes in the estimated costs for each year of the remedial activities. The owner or operator shall adjust the revised costs for inflation as specified

in subsection (6) of this section.

(8) An owner or operator may obtain a financial assurance variance upon a complete and adequate showing that the owner or operator is unable to obtain or provide financial assurance. Such showing shall include annual documentation of efforts to obtain or provide financial assurance; a copy of the most recent federal tax returns filed by the owner or operator; and an audited financial statement prepared on an accrual basis in accordance with generally accepted accounting principles (GAAP). The financial statement shall consist of a balance sheet, statement of income and statement of cash flows. A statement of retained earnings shall also be provided where applicable to the entity providing the financial statement.

Rulemaking Authority 403.201, 403.704, 403.721, 403.724 FS. Law Implemented 403.201, 403.704, 403.721, 403.724 FS. History--Formerly 62-730.180(6), Amended 1-29-06.

62-730.231 Newly Regulated Facilities.

Rulemaking Authority 403.704, 403.722, 403.814 FS. Law Implemented 403.704, 403.722, 403.8055 FS. History--New 9-23-87, Amended 6-28-88, Formerly 17-30.231, Amended 8-13-90, 9-10-91, 10-14-92, 10-7-93, Formerly 17-730.231, Amended 1-5-95, 1-29-06, Repealed 2-16-12.

62-730.240 Operation Permits.

(1) No person shall begin operation of a hazardous waste facility without applying for and receiving an operation permit from the Department. Application for operation permits shall be made on DEP Forms 62-730.900(2)(a) through (2)(d) as adopted in paragraph 62-730.220(2)(a), F.A.C.

(2)(a) The period of operation includes the closure period.

(b) No later than 180 days before the date upon which the owner or operator expects to begin closure of the facility, the owner or operator shall apply for any modification of the operation permit necessary to detail, supplement, amend, revise, update or complete any approved closure plan.

(3) Within 60 days of completion of closure, the owner or operator of the hazardous waste facility shall submit to the Department a certification that the facility has been closed in accordance with the specifications in the closure plan. The certification shall be signed by both the owner or operator of the hazardous waste facility and an independent registered professional engineer.

(4) In the event that the owner or operator of a permitted hazardous waste management unit is unable to clean close the unit without controls within the time limits allowed by the operation permit, all postclosure care and/or corrective action requirements shall apply to the unit which will be called a "postclosure unit". If the operation permit authorizes operation of hazardous waste management units other than the postclosure unit, the owner or operator shall apply for modification or renewal of the operation permit to include postclosure and/or corrective action conditions applicable to the postclosure unit. If the only units authorized by the operation permit are postclosure units (or units that have been clean closed without controls, in addition to the postclosure unit), the owner or operator must obtain a postclosure and/or corrective action permit from the Department.

(5) Facilities which are closing under 40 CFR Part 264 standards [as adopted in subsection 62-730.180(1), F.A.C.] which have not been required to meet performance standards for new landfills, shall not be required to meet the double liner and leachate collection requirement of 40 CFR Part 264 Subpart N at closure.

(6) Hazardous waste facilities that are issued an operation permit shall comply with 40 CFR Part 264 standards [as adopted in subsection 62-730.180(1), F.A.C.], except for hazardous waste management units for which no 40 CFR Part 264 standards have been adopted in which case 40 CFR Part 265 standards [as adopted in subsection 62-730.180(2), F.A.C.] shall apply.

(7) Operation permits shall be issued for up to five years and shall be renewable. Operation permits shall not be issued for less than five years without cause.

Rulemaking Authority 403.087, 403.704, 403.707, 403.721, 403.722 FS. Law Implemented 403.704, 403.707, 403.721, 403.722 FS. History--New 7-9-82, Formerly 17-30.24, Amended 9-23-87, Formerly 17-30.240, Amended 9-10-91, 10-14-92, Formerly 17-730.240, Amended 1-29-06.

62-730.250 Construction Permits.

(1) No person shall begin construction or major modification of any unit at a hazardous waste facility without applying for and receiving a construction permit from the Department. Application for construction permits shall be made on DEP forms adopted in paragraph 62-730.220(2)(a), F.A.C.

(2) If a construction permit for an incinerator allows a period of time necessary for trial burns pursuant to 40 CFR Part 264

Subpart O [as adopted in subsection 62-730.180(1), F.A.C.] the owner or operator of such an incinerator shall submit a complete application for an operation permit within 90 days after a trial burn or within 180 days before expiration of the construction permit, whichever date is sooner. After the completion of a successful trial burn, an owner or operator of an incinerator may operate under the construction permit until final agency action is taken on the operation permit, provided the facility is in compliance with 40 CFR Part 264 standards and the conditions of the construction permit.

(3) An owner or operator of a facility other than an incinerator may operate under its construction permit until final agency action is taken on the operation permit so long as the facility is in compliance with 40 CFR Part 264 standards, and makes timely application for an operation permit. For the purposes of this rule, timely application shall mean a complete application for an operation permit at least 180 days prior to expiration of the construction permit and within 90 days of completion of construction, whichever occurs first.

(4) Notwithstanding subsection (1) of this section, no permit shall be required under this section in order to construct a facility if such facility is constructed pursuant to approval by the Department and EPA under appropriate regulatory programs for the incineration of polychlorinated biphenyls. Any person owning or operating such a facility may at any time after construction or operation has begun, file a complete operation permit application to incinerate hazardous waste at the facility.

(5) No major modification to a facility, which includes the construction or expansion of hazardous waste management units shall be undertaken without application for and receipt of a construction permit. Modifications which do not require a construction permit may require a permit modification under Rule 62-730.290, F.A.C. No construction permit shall be required for changes made solely for the purpose of complying with the requirements of 40 CFR 265.193 [as adopted in subsection 62-730.180(2), F.A.C.]

(6) No person operating a hazardous waste transfer facility may alter operations or modify the facility so that it becomes a hazardous waste treatment, storage or disposal facility without first obtaining a hazardous waste construction permit.

Rulemaking Authority 403.087, 403.704, 403.707, 403.721, 403.722 FS. Law Implemented 403.704, 403.707, 403.721, 403.722 FS. History--New 7-9-82, Formerly 17-30.25, Amended 9-23-87, 12-12-88, Formerly 17-30.250, Amended 7-3-89, 8-13-90, 9-10-91, 10-14-92, 10-7-93, Formerly 17-730.250, Amended 1-5-95, 1-29-06.

62-730.260 Permits for Remedial Activities.

(1) Except as authorized by the Department pursuant to this chapter, no person shall conduct remedial activities, as defined in Rule 62-730.210, F.A.C., at a hazardous waste facility without applying for and receiving a hazardous waste permit that includes conditions for remedial activities. Such permits include operation permits, postclosure permits, and corrective action permits. Where applicable, corrective action conditions shall be incorporated into a postclosure or operation permit.

(2) The owner or operator shall apply for a postclosure or corrective action permit on DEP forms adopted in paragraph 62-730.220(2)(a), F.A.C., either:

(a) At the time specified in a permit issued under this chapter; or

(b) Within 90 days of receipt of notification from the Department that a postclosure or corrective action permit is required.

(3) The owner or operator shall pay applicable fees pursuant to Rule 62-730.293, F.A.C., until the remedial activities are complete.

(4) The owner or operator shall apply for renewal of the postclosure or corrective action permit at least 180 days prior to its expiration throughout the remedial activities period.

(5) The term of a postclosure permit and a corrective action permit shall be 10 years.

(6) If postclosure plans have been approved by the Department as part of another application, the applicant for a postclosure permit shall include a copy of the approved postclosure plan with the application. The applicant shall also either:

(a) Attach a certification stating that no changes have been made to the plans; or

(b) Provide an amended plan showing all the changes which have been made, or are proposed to be made to the plans.

(7) Within 60 days of completion of the established postclosure care period for each hazardous waste unit, the owner or operator of the hazardous waste facility shall submit to the Department, by registered mail, a certification that the postclosure care period for each hazardous waste unit was performed in accordance with the specifications in the approved postclosure plan. The certification shall be signed by the owner or operator of the hazardous waste facility and an independent registered, professional engineer.

(8) A hazardous waste facility that closes with waste in place must record a deed notice pursuant to 40 CFR 264.119 or 40 CFR 265.119 "in accordance with State law." In Florida, this requirement must be fulfilled by the following:

(a) A restrictive covenant that runs with the land; or

(b) For government-owned facilities that are not transferred out of government ownership, a property management plan or land use control remedial design or corrective measures implementation plan that effectively controls exposure risks.

Rulemaking Authority 403.704, 403.707, 403.721, 403.722 FS. Law Implemented 403.087, 403.704, 403.707, 403.721, 403.722 FS. History--New 7-9-82, Formerly 17-30.26, Amended 9-23-87, 6-28-88, Formerly 17-30.260, Amended 9-10-91, 10-14-92, 10-7-93, Formerly 17-730.260, Amended 1-5-95, 1-29-06.

62-730.265 Clean Closure Plans at Unpermitted Facilities and Subpart H Remedial Action Plans.

(1) Owners and operators of unpermitted hazardous waste facilities subject to the permitting requirements of 40 CFR Parts 264 or 270 may perform remedial activities in accordance with the provisions of this chapter by obtaining an alternate enforceable document that meets the requirements of 40 CFR 265.121 [as adopted in subsection 62-730.180(2), F.A.C.], with clean closure plan requirements. Except as provided in 40 CFR 264.1(g)(8) [as adopted in subsection 62-730.180(1), F.A.C.] no person shall conduct remedial activities at an unpermitted hazardous waste facility without applying for and receiving a hazardous waste permit, or complying with a clean closure plan issued by the Department or an order issued by EPA pursuant to §3008(h) of RCRA [42 USC §6928(h)].

(2) Owners and operators of unpermitted hazardous waste facilities subject to the permitting requirements of 40 CFR Part 264 [as adopted in subsection 62-730.180(1), F.A.C.] or 40 CFR Part 270 [as adopted in subsection 62-730.220(1), F.A.C.] shall comply with the provisions for remedial activities of Rule 62-730.225, F.A.C., the financial assurance provisions of Rule 62-730.226 and the public notice requirements of Rule 62-730.292, F.A.C.

(3) Owners and operators of remediation sites where hazardous remediation waste as defined in 40 CFR 260.10 [as adopted in subsection 62-730.020(1), F.A.C.] is generated, may apply for approval of a Subpart H RAP in accordance with the requirements and procedures of 40 CFR Part 270 Subpart H [as adopted in subsection 62-730.220(1), F.A.C.] in order to treat, store or dispose of the hazardous remediation waste. All applications for a Subpart H RAP shall be sent to the appropriate department project manager.

(4) The Department periodically prepares or updates a summary of options for management of environmental media (soil, sediments, groundwater, surface water) that contains hazardous waste. This summary is updated from time to time and is referenced for informational purposes only. Use of the summary is not mandatory. A copy can be obtained by contacting the Hazardous Waste Regulation Section, MS 4560, Division of Waste Management, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400 or by locating the publication entitled "Management of Contaminated Media Under RCRA" at <http://www.dep.state.fl.us/waste/categories/hazardous/pages/publications.htm>.

Rulemaking Authority 403.704, 403.707, 403.721, 403.722 FS. Law Implemented 403.704, 403.707, 403.721, 403.722 FS. History--New 1-29-06.

62-730.270 Exemptions.

(1) No permit under this chapter shall be required for the following:

(a) An ocean disposal barge or vessel, if the owner or operator:

1. Has and complies with a Federal permit for ocean dumping issued under 40 CFR Part 220, and
2. Complies with 40 CFR 264.11, 264.71, 264.72, 264.73(a) and (b)(1), 264.75, and 264.76 [as adopted in subsection 62-730.180(1), F.A.C.].

(b) A Publicly Owned Treatment Works (POTW), if the owner or operator:

1. Has and complies with a National Pollutant Discharge Elimination System (NPDES) permit, if required, and an applicable State domestic waste permit issued by the Department,
2. Complies with 40 CFR 264.11, 264.71, 264.72, 264.73(a) and (b)(1), 264.75, and 264.76 [as adopted in subsection 62-730.180(1), F.A.C.],
3. Accepts only waste which meets all Federal, State, and local pretreatment requirements which would be applicable to the waste if it were being discharged into the POTW through a sewer, pipe, or similar conveyance, and
4. For permits issued after November 8, 1984, complies with 40 CFR 264.101 [as adopted in subsection 62-730.180(1), F.A.C.].

(c) An injection well, if the owner or operator:

1. Has and complies with a State underground injection permit issued by a federally approved State Underground Injection Control program,
2. Complies with 40 CFR 264.11, 264.16, 264.71, 264.72, 264.73(a),(b)(1), and (b)(2), 264.75, and 264.76 [as adopted in subsection 62-730.180(1), F.A.C.], and

3. For permits issued after November 8, 1984, complies with 40 CFR 264.101 [as adopted in subsection 62-730.180(1), F.A.C.].

(2) Notwithstanding any other provision in Chapter 62-730, F.A.C., a facility which has been issued a permit under this chapter shall not be required to obtain a Department solid waste permit for the activities addressed in the hazardous waste permit.

(3) The following persons shall not be required to obtain a hazardous waste TOP, operation, construction, or closure permit:

(a) Generators of hazardous waste and hazardous waste facilities exempted or excluded from the hazardous waste permit program under other applicable provisions of federal or state law, rules or regulations, so long as all conditions of the exemption or exclusion are met.

(b) Generators of waste or facilities managing such wastes if those wastes are specifically excluded from the hazardous waste program under other applicable provisions of federal or state law, rules or regulations, so long as all conditions of the exclusion are met.

Rulemaking Authority 403.704, 403.721, 403.722 FS. Law Implemented 403.704, 403.7045, 403.721, 403.722 FS. History—New 7-1-82, Formerly 17-30.27, Amended 9-23-87, Formerly 17-30.270, 17-730.270, Amended 1-29-06.

62-730.290 Modification and Transfer of Permits and Other Authorizations.

(1) After notice, and administrative hearing if requested by a substantially affected party, the Department shall require the owner or operator to conform to new or additional conditions upon a showing of good cause. For the purposes of this rule good cause shall be limited to the following:

(a) The standards or rules on which the permit or other authorization was based have been changed by amendment or judicial decision after the permit was issued or the authorization was granted;

(b) The Department has received information which was not available at the time of authorization and would have justified different conditions;

(c) There are alterations in the facility after authorization which justify different conditions but do not require a construction permit; or

(d) The causes set forth in subsection 62-4.080(1), F.A.C., and 40 CFR 270.41 and 270.42.

(2) When a permit or other authorization is to be modified only the conditions subject to modification are opened. All other aspects of the permit or other authorization shall remain in effect.

(3) Upon a written request by the owner or operator and submittal of the appropriate modification fee, the Department shall grant or deny modifications.

(4) Modifications to permits or other authorizations which are Class 2 and Class 3 modifications as set forth in 40 CFR 270.42 [as adopted in subsection 62-730.220(1), F.A.C.], shall be accompanied by a public notice as required in Rule 62-730.292, F.A.C. Modifications which are Class 1 modifications as set forth in 40 CFR 270.42, are minor modifications and may be made without public notice.

(5) With respect to postclosure and corrective action permits only, the permittee may request a permit modification to achieve CTLs based on secondary standards or based on nuisance, organoleptic or aesthetic considerations, which includes termination of financial responsibility requirements for remedial activities and changes to the groundwater plan, or may enter into a consent order (CO) in lieu of a permit and request termination of the hazardous waste postclosure or corrective action permit, when the permittee can demonstrate that the only contamination that remains at or from the facility is groundwater contamination in excess of CTLs based on secondary standards or based on nuisance, organoleptic or aesthetic considerations.

(6)(a) Application for transfer of a hazardous waste facility permit or other authorization shall be made at least 90 days before the effective date of the transfer on the Application for Transfer of A Permit Form 62-730.900(1)(a), effective date January 29, 2006, which is hereby adopted and incorporated by reference. Rule 62-730.900, F.A.C., contains information on obtaining a copy of this form.

(b) With respect to permits, the applicant shall comply with Section 403.722(13), F.S., and the application shall include:

1. A properly completed Application for Transfer of A Permit, Form 62-730.900(1)(a).

2. A statement as to how the new owner or operator intends to meet the financial responsibility requirements adopted in Rules 62-730.180 and 62-730.226, F.A.C. The new owner or operator must demonstrate financial responsibility within six months of the date of the change of ownership or operational control of the facility. The prior owner or operator shall comply with the requirements of 40 CFR Part 264 Subpart H [as adopted in subsection 62-730.180(1), F.A.C.] and 62-730.226, F.A.C., until the new owner or operator has demonstrated compliance.

3. A completed application for a Hazardous Waste Facility Permit Part I, Form 62-730.900(2)(a).
4. A completed application for a Hazardous Waste Facility Permit Certification, Form 62-730.900(2)(d).

(c) All applications for transfer of a permit or other authorizations shall include either a certification stating that no changes are to be made which would require modification of the authorization or a proposal for modification.

Rulemaking Authority 403.087, 403.704, 403.722 FS. Law Implemented 403.087, 403.704, 403.722 FS. History—New 7-9-82, Amended 10-25-84, Formerly 17-30.29, Amended 9-23-87, Formerly 17-30.290, Amended 7-3-89, 9-10-91, 10-7-93, Formerly 17-730.290, Amended 1-29-06.

62-730.291 Permit Renewal.

(1) Prior to 180 days before the expiration of any hazardous waste permit, the permittee shall complete an application for a permit renewal, unless the facility has obtained or will obtain a facility-wide clean closure determination, without controls, or has entered or will enter into a CO to address CTLs based on secondary standards or based on nuisance, organoleptic or aesthetic considerations prior to the expiration of an existing permit. The Department will review the renewal permit application and issue or deny the permit in accordance with 40 CFR 270.51 [as adopted in subsection 62-730.220(1), F.A.C.].

(2) The application requirements for renewal of a permit are as follows:

(a) Owners or operators of facilities where there are changes to the facility plan or its operation (including closure) or remedial activities, or there are regulatory changes that effect its operation (including closure) or remedial activities, shall submit a letter describing the changes, all attachments necessary to completely describe the change, a completed Application for a Hazardous Waste Facility Permit Certification, Form 62-730.900(2)(d), and the permit renewal fee.

(b) Owners or operators of facilities which have operated or are conducting remedial activities (including closure) under the existing permit without any facility or regulatory changes shall submit a letter stating that there are no changes to the application filed in support of the existing permit, a completed Application for a Hazardous Waste Facility Permit Certification, Form 62-730.900(2)(d), and the permit renewal fee.

Rulemaking Authority 403.704, 403.722 FS. Law Implemented 403.704, 403.722 FS. History—New 7-1-82, Formerly 17-30.30, Amended 9-23-87, 6-28-88, Formerly 17-30.300, Amended 8-13-90, 10-14-92, 10-7-93, Formerly 17-730.300, Amended 1-5-95, Formerly 62-730.300, Amended 1-29-06.

62-730.292 Public Notice for Hazardous Waste Permits and Other Authorizations.

(1) The pre-application public meeting requirements of 40 CFR 124.31 [as adopted in subsection 62-730.200(3), F.A.C.] apply to:

- (a) Initial applications for construction or operation of a hazardous waste treatment, storage or disposal facility; and
- (b) Operation permit renewals which propose a significant change in facility operations.

(2) The following applicants shall comply with the requirements of Section 403.722(12), F.S.:

- (a) The applicant for a permit to construct or operate a hazardous waste treatment, storage or disposal facility; and
- (b) The applicant for a modification or renewal of a construction or operation permit.

(3) The owner or operator shall cause notice of the Department's action to be published in a major local newspaper or newspapers of general circulation within 30 calendar days of receipt of:

(a) The Department's notice of intent to issue, modify, renew or terminate a hazardous waste permit; variance; or closure equivalency demonstration;

(b) An executed copy of an authorization from the Department to implement a clean closure plan;

(c) Approval by the Department of a remediation plan under 40 CFR Part 270 Subpart H [as adopted in subsection 62-730.220(1), F.A.C.]; and/or

(d) A clean closure determination.

(4) The owner or operator shall cause the Department's intent to issue a construction or operation permit (including modifications and renewals) to be broadcast over a local radio station.

(5) The notice for any hazardous waste permit or other hazardous waste authorization (except a variance) shall provide a 45-day period during which any person may comment on the Department's action or request an informal public meeting and a substantially affected party may request a hearing pursuant to Sections 120.569 and 120.57, F.S. The notice period for a variance pursuant to 40 CFR 260.31, 260.32 and 260.33 [as adopted in subsection 62-730.021, F.A.C.] shall be 30 days. The notice period for any other hazardous waste variance shall be 15 days. The notice shall contain instructions on how to examine a copy of the agency action and

how members of the public can avail themselves of these rights and opportunities.

(6) The applicant shall provide the Department with proof of the publication and broadcast required by this section within 14 days of the receipt of proof of publication, but no later than 45 days after the applicant receives the Department's action.

(7) If within the applicable time limit after publication and broadcast as required in this section the Department receives written notice of opposition to the agency's intention to issue such authorization and a request for a hearing, the Department shall provide for a hearing pursuant to Sections 120.569 and 120.57, F.S., if requested by a substantially affected party or an informal public meeting if requested by any other person. The Department shall provide at least 30 days public notice prior to the holding of such hearing or meeting. Failure to request a hearing within the applicable time period shall constitute a waiver of the right to a hearing under Sections 120.569 and 120.57, F.S.

Rulemaking Authority 403.061, 403.087, 403.704, 403.721, 403.722 FS. Law Implemented 403.151, 403.704, 403.707, 403.721, 403.722 FS. History-- New 1-29-06.

62-730.293 Fees for Hazardous Waste Permits and Other Authorizations.

(1) Notwithstanding Chapter 62-4, F.A.C., the hazardous waste permit fees are as follows:

(a) Construction of a commercial treatment, storage, or disposal facility with a commercial incinerator, boiler or industrial furnace managing hazardous waste generated off-site.	\$32,500
(b) Operation of a commercial treatment, storage or disposal facility with a commercial incinerator, boiler or industrial furnace managing hazardous waste generated off-site.	
(c) Department variance from federal regulations under 40 CFR 260.30.	
(d) A variance from classification as a solid waste; a variance to be classified as a boiler; a variance from tank containment and release detection requirements; or an exclusion determination for trivalent chromium waste.	
(e) All other hazardous waste facility authorizations for which a specific fee is not specified in this subsection.	
(f) Construction of a hazardous waste landfill, surface impoundment, waste pile, land treatment, or miscellaneous unit.	\$25,000
(g) Construction of a hazardous waste treatment, storage or disposal facility with an incinerator, boiler or industrial furnace for treatment of hazardous waste generated on-site.	
(h) Construction of a container or tank hazardous waste storage and treatment facility.	\$20,000
(i) A postclosure-only; or corrective action-only; or combination postclosure/corrective action-only authorization (i.e. a permit or an enforceable document).	\$20,000 for 10 years or \$2,000 per year
(j) Construction of a container or tank hazardous waste storage facility.	\$15,000
(k) Operation of a hazardous waste landfill, surface impoundment, waste pile, land treatment or miscellaneous unit.	
(l) Operation of a hazardous waste treatment, storage or disposal facility with an incinerator, boiler or industrial furnace for treatment of hazardous waste generated on-site.	
(m) Operation of a container or tank hazardous waste storage or storage and treatment facility.	\$10,000
(n) Substantial modifications that require a moderate technical evaluation by the Department. Examples include alterations of the existing facility or its operation which will require additional site-specific evaluation.	
(o) A hazardous waste variance other than those in paragraph (c) or (d).	\$5,000
(p) Moderate modifications that require moderate technical evaluation by the Department. These modifications require a new site inspection, lead to different environmental impacts, or lessen the impacts of the original permit.	
(q) An operation permit renewal (closure or remedial activities conditions only) or a clean closure plan.	\$2,000 per year
(r) A Research, Development and Demonstration (RDD) permit.	\$2,000
(s) A "contained out" determination for soil or groundwater that contained hazardous waste and has undergone remedial activities.	\$1,000 (no fee for contained out determination if incorporated
(t) A renewal of a two-year variance.	
(u) Minor modifications that are not otherwise specified. These include common or frequently occurring changes needed to maintain a facility's capacity to manage wastes safely, minor changes in groundwater monitoring plans, or modifications to conform to new requirements.	

	into another authorization with a fee)
(v) A Subpart H remedial action plan (Subpart H RAP) for on-site treatment, storage, or disposal of hazardous remediation waste.	no fee required
(w) Substantial modifications that require significant changes to an existing authorization or clean closure plan and extensive evaluation by the Department. Examples include alteration of the existing facility; change in the facility plan, groundwater monitoring program assessment, or the remediation/engineering design; or other general facility standard.	same fee as a new application

(2) Fees for construction permits, operation permits and temporary operation permits (TOPs) may not be paid on a “per year” basis. Authorization fees established on a “per year” basis shall be payable as follows:

(a) Paying on a yearly basis is optional. If the applicant does not choose to pay on a yearly basis, the applicant shall submit whichever of the following is applicable with the application:

1. The entire payment for a five-year authorization which is equal to 5 times the “per year” fee amount; or
2. The entire payment for a 10-year authorization which is equal to 10 times the “per year” fee amount.

(b) If the applicant chooses the yearly payment option, the fee that accompanies the application shall be the amount established for one year. The next fee payment shall be due on the first anniversary of the effective date of the authorization. Each succeeding fee payment shall be due on the anniversary date of the effective date of the authorization. The applicant may choose to submit the fee for more than one year at a time, up to the maximum fee for the life of the permit. Failure to submit any fee payment shall be a violation of this rule and shall be grounds for termination of the authorization and other enforcement action. If payment of an annual fee is late, the annual fee shall increase \$20 for each overdue day, up to a maximum increase of \$3,250 per year.

Rulemaking Authority 403.087, 403.201, 403.704, 403.722 FS. Law Implemented 403.087, 403.201, 403.704, 403.722 FS. History—New 1-29-06.

62-730.320 Emergency Detonation or Thermal Treatment of Certain Hazardous Waste.

(1) “Explosives or munitions emergency response specialist” (EMER Specialist) means an individual trained in chemical or conventional munitions or explosives handling, transportation, render-safe procedures, or destruction techniques. EMER Specialists are limited to Department of Defense (DOD) emergency explosive ordnance disposal (EOD), technical escort unit (TEU), and civilian or contractor personnel certified by DOD in emergency explosive ordnance disposal; and other Federal, State, or local government, or civilian personnel similarly trained in explosives or munitions emergency responses.

(2) “Explosives or munitions emergency” (“EME”) means a situation involving the suspected or detected presence of unexploded ordnance (UXO), damaged or deteriorated explosives or munitions, an improvised explosive device (IED), other potentially explosive material or device, or other potentially harmful military chemical munitions or device, that creates an actual or potential imminent threat to human health (including safety) or the environment (including property), as determined by an EMER Specialist.

(3) “Explosives or munitions emergency response” (“EME Response”) means all immediate response activities by an EMER Specialist to control, mitigate, or eliminate the actual or potential threat encountered during an EME. An EME Response may include in-place render-safe procedures; treatment or destruction of the explosives or munitions; and/or transporting those items to another location to be rendered safe, treated, or destroyed. Any reasonable delay in the completion of an EME Response caused by a necessary, unforeseen, or uncontrollable circumstance will not terminate the EME.

(4) “Person having initial custody of the waste” means a person who has authority to request assistance from an EMER Specialist regarding the explosives or munitions waste that is the object of the EMER. This could be the owner of the waste; the person who generated the waste; the person who caused the waste to be at the location where found; or the owner of the real property where the waste is or was located (i.e. the real property where the EMER began); or an agent or tenant of the real property owner.

(5) If an EMER Specialist determines that an EME Response is necessary to protect human health or the environment, that specialist:

(a) Is not required to comply with the standards of 40 CFR Part 262 [as adopted in subsection 62-730.160(1), F.A.C.] applicable to generators of hazardous waste;

(b) Is not required to comply with the standards of 40 CFR Part 264 [as adopted in subsection 62-730.180(1), F.A.C.] or 40 CFR Part 265 [as adopted in subsection 62-730.180(2), F.A.C.] applicable to treatment, storage, and disposal of hazardous waste;

(c) May authorize the removal of the material or waste by transporters who do not have EPA identification numbers and without the preparation of a manifest.

(6) All EME Responses involving waste that is reactive, shock sensitive, or explosive and can only be safely disposed through immediate detonation or thermal treatment, are subject to the following specific conditions:

(a) The person having initial custody of the waste shall notify the Department of the name, address and telephone number of the person having initial custody of the waste; the type and amount of waste; the anticipated time and place of the treatment or detonation; and procedures for detonation or treatment. After the Department has been notified the EME Response can proceed. The local Department representative or designee may be present to observe the detonation or treatment; however, the EME Response need not be delayed solely in order for the Department representative to arrive.

(b) The detonation or treatment shall be conducted or supervised by an EMER Specialist.

(c) Prior to detonation or treatment, the site shall be secured and no site access allowed except by authorized personnel. The area around the site shall be visually inspected to assure that no unauthorized personnel are present. The securing and inspections of the site shall be made to at least the following distances:

POUNDS OF WASTE EXPLOSIVE	MINIMUM DISTANCE
0 to 100	204 meters (670 feet)
101 to 1,000	380 meters (1250 feet)
1,001 to 10,000	530 meters (1730 feet)
10,001 to 30,000	690 meters (2260 feet)

(d) Visible residual materials shall be recovered from the site and properly disposed of in accordance with Department rules.

(e) Adequate fire protection to assure confinement and control of any fire resulting from the operation shall be provided.

(7) In the case of EME Responses involving military munitions, the responding EMER Specialist's organizational unit must retain records for three years identifying the location, dates and time of the EME Response, the responsible persons responding, the type and description of material addressed (including amounts and sampling data, if available), and its disposition.

(8) If an EME Response is clearly not necessary to address the situation and a response can be delayed without compromising safety or increasing the risk posed to life, property, health, or the environment, the person having initial custody of the explosives or munitions shall fulfill the requirements of 40 CFR 270.61 [as adopted in subsection 62-730.220(1), F.A.C.] by providing oral or written notice to the Department and obtaining oral or written authorization from the Department prior to implementing a course of action. If the authorization is oral, it must be followed within five days by a written order. The following provisions apply to authorization under this subsection:

(a) Notice to the Department shall include the name of the person having initial custody of the explosives or munitions and the EMER Specialist(s) involved; a brief description of the explosives or munitions involved, including type, amount, and location; and a brief description of and reasons for the proposed actions, including location(s). Thermal treatment or detonation shall be conducted only at the time and place specified in the notice.

(b) Authorization shall include all applicable requirements of Chapter 62-730, F.A.C., to the extent possible and not inconsistent with the EME.

(c) Compliance with this subsection shall not excuse failure to obtain any other local, state, or federal approval or license which may be required for the activities allowed in this authorization.

(d) Authorization shall not exceed 90 days.

(e) Written orders shall be accompanied by the publication of public notice. This may be accomplished by the person having initial custody of the waste or by the Department.

(f) Within 30 days of the EME activities conducted under the written order, the authorized person shall submit to the Department a complete written summary of the EME activities which shall clearly specify the type and amount of explosives or munitions received and the manner and location of their treatment, storage, or disposal; disposition of any residues from the process; and other pertinent information.

(9) A person having initial custody of the waste shall conduct soil sampling or otherwise provide reasonable assurance to the Department that no residues of the EME Response or any other emergency action regarding explosives or munitions pose a threat to

human health or the environment.

Rulemaking Authority 403.704, 403.721 FS. Law Implemented 403.061, 403.704, 403.721, 403.726 FS. History--New 9-30-85, Formerly 17-30.32, 17-30.320, 17-730.320, Amended 1-5-95, 1-29-06.

62-730.900 Forms.

Forms are listed here by form number. Copies of all forms can be obtained on the internet at http://www.dep.state.fl.us/waste/quick_topics/forms/pages/62-730.htm or by contacting the Hazardous Waste Regulation Section, MS 4560, Division of Waste Management, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400. In order to facilitate the initial submission of a complete application, applicants for hazardous waste permits are encouraged to use the Hazardous Waste Facility Permit Application Instructions, which provide guidance to the forms and assistance in assuring that the application complies with the provisions of 40 CFR Part 270 and this chapter.

(1) Notification Forms.

(a) Application for Transfer of a Permit, January 29, 2006. [Form number 62-730.900(1)(a)]

(b) 8700-12FL – Florida Notification of Regulated Waste Activity, January 4, 2009. [Form number 62-730.900(1)(b)], which is adopted and incorporated by reference in paragraph 62-730.150(2)(a), F.A.C.

(2) Application for a Hazardous Waste Facility Permit Forms.

(a) Part I – General, January 29, 1996. [Form number 62-730.900(2)(a)]

(b) Well Construction Summary Report, January 29, 2006. [Form number 62-730.900(2)(b)]

(c) Information Regarding Potential Releases from Solid Waste Management Units, January 29, 2006. [Form number 62-730.900(2)(c)]

(d) Certification, January 29, 2006. [Form number 62-730.900(2)(d)]

(3) Application for a Hazardous Waste Emergency EPA/DEP Identification Number, January 5, 1995. [Form number 62-730.900(3)]

(4) Hazardous Waste Financial Responsibility Forms.

(a) Hazardous Waste Facility Letter from Chief Financial Officer to Demonstrate Financial Assurance, January 5, 1995. [Form number 62-730.900(4)(a)]

(b) Hazardous Waste Facility Letter from Chief Financial Officer to Demonstrate Financial Responsibility, January 5, 1995. [Form number 62-730.900(4)(b)]

(c) Hazardous Waste Facility Corporate Guarantee to Demonstrate Financial Assurance, January 5, 1995. [Form number 62-730.900(4)(c)]

(d) Hazardous Waste Facility Corporate Guarantee for Liability Coverage, January 5, 1995. [Form number 62-730.900(4)(d)]

(e) Hazardous Waste Facility Trust Fund Agreement to Demonstrate Financial Assurance, January 5, 1995. [Form number 62-730.900(4)(e)]

(f) Hazardous Waste Facility Standby Trust Fund Agreement to Demonstrate Financial Assurance, January 5, 1995. [Form number 62-730.900(4)(f)]

(g) Hazardous Waste Facility Irrevocable Letter of Credit to Demonstrate Financial Assurance, January 5, 1995. [Form number 62-730.900(4)(g)]

(h) Hazardous Waste Facility Financial Guarantee Bond to Demonstrate Financial Assurance, January 5, 1995. [Form number 62-730.900(4)(h)]

(i) Hazardous Waste Facility Performance Bond to Demonstrate Financial Assurance, January 5, 1995. [Form number 62-730.900(4)(i)]

(j) Hazardous Waste Facility Insurance Certificate to Demonstrate Financial Assurance, January 5, 1995. [Form number 62-730.900(4)(j)]

(k) Hazardous Waste Facility Certificate of Liability Insurance (Primary Policy), January 5, 1995. [Form number 62-730.900(4)(k)]

(l) Hazardous Waste Facility Certificate of Liability Insurance (Excess/Surplus Policy), January 5, 1995. [Form number 62-730.900(4)(l)]

(m) Hazardous Waste Facility Endorsement (Primary Policy), January 5, 1995. [Form number 62-730.900(4)(m)]

(n) Hazardous Waste Facility Endorsement (Excess/Surplus Policy), January 5, 1995. [Form number 62-730.900(4)(n)]

- (o) Hazardous Waste Facility Irrevocable Letter of Credit To Demonstrate Liability Coverage, January 29, 2006. [Form number 62-730.900(4)(o)]
- (p) Hazardous Waste Facility Surety Bond To Demonstrate Liability Coverage, January 29, 2006. [Form number 62-730.900(4)(p)]
- (q) Hazardous Waste Facility Trust Fund To Demonstrate Liability Coverage, January 29, 2006. [Form number 62-730.900(4)(q)]
- (r) Hazardous Waste Facility Standby Trust Fund To Demonstrate Liability Coverage, January 29, 2006. [Form number 62-730.900(4)(r)]
- (5) Hazardous Waste Transporter Financial Responsibility Forms.
 - (a) Hazardous Waste Transporter Certificate of Liability Insurance, January 29, 2006. [Form number 62-730.900(5)(a)]
 - (b) Hazardous Waste Transporter Liability Endorsement, January 29, 2006. [Form number 62-730.900(5)(b)]
 - (c) Hazardous Waste Transporter Liability Surety Bond, January 29, 2006. [Form number 62-730.900(5)(c)]
 - (d) Hazardous Waste Transporter Status Form, January 5, 1995. [Form number 62-730.900(5)(d)]
 - (6) [reserved]
 - (7) Compliance Assistance Pilot Project – Florida’s Compliance Certification Package.
 - (a) CAPP Exclusion Statement, October 10, 2002. [Form number 62-730.900(7)(a)]
 - (b) CAPP Compliance Certification Form, October 10, 2002. [Form number 62-730.900(7)(b)]
 - (c) CAPP Return-to-Compliance Plan, October 10, 2002. [Form number 62-730.900(7)(c)]
 - (8) 2005 Hazardous Waste Report Form, January 29, 2006 [Form number 62-730.900(8)]

Rulemaking Authority 120.53, 403.061, 403.0611 FS. Law Implemented 120.52, 120.53, 120.55, 403.0611, 403.0875, 403.7234 FS. History—New 11-30-82, Amended 4-1-83, 5-5-83, 8-21-83, 3-1-84, 5-31-84, 9-17-84, 10-29-84, 2-11-85, Formerly 17-1.207(1), (3)-(6), Amended 2-6-86, 4-8-86, 9-23-87, Formerly 17-30.401, Amended 6-28-88, 12-12-88, Formerly 17-30.900, Amended 7-3-89, 8-13-90, 9-10-91, 10-14-92, 10-7-93, Formerly 17-730.900, Amended 1-5-95, 10-10-02, 1-29-06, 4-22-07, 10-28-08, 1-4-09.

Appendix C

Environmental Liaison Inspection Form

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
ALTON PLANNED COMMUNITY DISTRICT
Unit of Development No. 2C

ENVIRONMENTAL LIAISON INSPECTION (ELI) FORM
(Print or type information and check all appropriate boxes)

Subject Property Name:

Address/Location:

City:

County:

State:

Inspected by:

Signature: _____

Company:

Date: AM PM

Site Access Contact:

Phone:

Instructions:

This ELI Form defines the scope of work to be performed in a checklist format and is the document on which the Inspector shall record the information during the inspection or interview. The scope of work to be performed by using this checklist involves monitoring the compliance with all environmentally related representation by the developer of the Alton PCD and with the conditions of approval for the development. This ELI Form incorporates environmentally related representations and conditions of approval in effect as of May 22, 2014.

This ELI Form shall be completed by the Inspector performing the inspection of the subject property to document his/her observations. The Inspector shall not disturb, dismantle, or rearrange any materials, containers, or equipment in performance of this inspection. The Inspector is responsible for arranging access to the property and making all necessary preparations, including personal safety provisions, such as appropriate footwear and clothing. A telephone interview may be performed if conditions at the subject property have not changed significantly from the latest site inspection. However, a site visit must be performed if the inspection was conducted more than 12 months ago.

The Inspector shall walk the entire perimeter boundary of the subject property, walk each side of all onsite wet and dry drainage arteries, walk around all onsite portions of water bodies, walk all roads, drives and pathways, walk around and through all building improvements, and walk an appropriate grid pattern over the remaining area not covered above, including wooded/overgrown areas, to observe and record evidence of environmental concern relating to environmentally related representations by the developer and conditions of approval. The Inspector shall document items of environmental concern observed. Check mark all boxes that indicate the conditions observed; appropriately fill in the blanks where applicable.

I. TYPE OF CONTACT:

Site Inspection

Telephone Conversation

Date of last inspection:

II. PROPERTY DESCRIPTION: (Please check all items applicable)

Warehouse

Occupied

Lot #:

Warehouse & Administration

Unoccupied

Administration

Other

III. OPERATIONS/ACTIVITIES:

The following activity, or evidence thereof, was observed onsite:

A. Administration Services

- Offices No Yes
- Wholesale / Retail Sales No Yes
- Professional Services No Yes
- Medical No Yes

B. Warehouse (Uses)

- Vacant No Yes
- Dry Storage / Distribution No Yes
- Dry Goods (computers/toys/non-perishable/food) No Yes
- Perishables (vegetation/flowers) No Yes
- Repackaging / Reconsolidation No Yes

C. Other Uses / Operations

- Waste Treatment processes No Yes
- Gasoline Station No Yes
- Motor vehicle repair / maintenance No Yes
- Workshop No Yes
- 55-gallon drums observed No Yes
- AST / UST No Yes
- Inks / Dye / paint use No Yes
- Photochemical laboratories No Yes
- Vehicle washing No Yes
- Hazardous Waste Treatment, Storage, or Disposal Facility No Yes
- Industrial/Research & Development/Biotech No Yes
- Auto Transport / Courier Service No Yes
- Medical Facility / Hospital No Yes
- Photo Developing No Yes
- Office Supply warehouse No Yes
- Equipment Storage No Yes
- Testing Laboratory No Yes
- Basement No Yes

IV. CITY OF PALM BEACH GARDENS CONDITIONS OF APPROVAL (RELATING TO THE ENVIRONMENT):

City of Palm Beach Gardens Resolution No. 80, 2009 – Section 4 – Conditions of Approval

- a. Within the Alton PCD, no structure or improvement shall be constructed, or altered, nor shall any premises be used as a laboratory unless the premises and related organizational processes comply with all federal, state, and local laws and published guidelines governing the construction and operation of such a laboratory.

Is the property being inspected a laboratory? No Yes

If yes, question (b) below addresses proof of compliance

- b. The property owner or operator of the laboratory shall, upon request by the Palm Beach County Health Department, provide proof of compliance with federal, state and local regulations in the form of copies of licenses, permits, registrations, certificates of accreditation, inspection reports or other documentation deemed appropriate by the Palm Beach County Health Department.

Is the property being inspected a laboratory? No Yes



If yes, has the Palm Beach County Health Dept. requested proof of compliance? No Yes

Comments, if any:

- c. The property owner and operator of laboratories classified as Biosafety Level 2, 3, or 4, as defined in the Centers for Disease Control and Prevention (CDC) and National Institute of Health (NIH) "Biosafety in Microbiological and Biomedical Laboratories", 4th Edition, by the U.S. Department of Health and Human Services, May 1999, shall ensure that all wastes from such laboratories are effectively decontaminated before the waste leaves the area of the laboratory so designated.

Is the property being inspected classified as a Biosafety Level 2, 3, or 4 Lab? No Yes

If yes, did the inspector observe that wastes are effectively decontaminated before leaving the laboratory? No Yes

Comments, if any:

- d. No waste from Biosafety Level 2, 3, or 4 laboratories as defined in the Centers for Disease Control and Prevention (CDC) and National Institute of Health (NIH) "Biosafety in Microbiological and Biomedical Laboratories", 4th Edition, by the U.S. Department of Health and Human Services, May 1999, shall be discharged to the sewer before the waste is effectively decontaminated. All reasonable measures shall be instituted and maintained to prevent the accidental release of biological agents and toxins, and select agents and toxins, or other dangerous or exotic agents to the environmental.

Is the property being inspected classified as a Biosafety Level 2, 3, or 4 Lab? No Yes

If yes, did the inspector observe that wastes are effectively decontaminated before discharged to the sewer system? No Yes

If yes, explain briefly the measures that have been instituted to prevent the accidental release of biological agents and toxins, and select agents and toxins, or other dangerous or exotic agents to the environment:

Additional comments, if any:

- e. The property owner or operator of laboratory uses shall ensure zero discharge of untreated potentially contaminated waste to the sanitary sewer, and shall provide documented verification of such to the Palm Beach County Health Department upon request.

Is the property being inspected a laboratory? No Yes

If yes, has the Palm Beach County Health Department requested documented verification of zero discharge of untreated waste to the sanitary sewer system? No Yes

Did the inspector observe untreated wastes discharge to the sewer system? No Yes

Comments, if any:

- f. The property owner or operator of facilities generating industrial, hazardous or toxic waste shall not deposit or cause to be deposited any such waste into the sanitary sewer system unless adequate pretreatment facilities approved by the Florida Department of Environmental Protection, the Palm Beach County Health Department, and the agency responsible for sewage works are provided and used.

Did the inspector observe the depositing of industrial, hazardous or toxic waste into the sanitary sewer system at the property being inspected? No Yes

Did the inspector observe pretreatment facilities at the property being inspected? No Yes

If yes, have these facilities been approved by the Florida Department of Environmental Protection, the Palm Beach County Health Department, and the agency responsible for sewage works? No Yes

Comments, if any:

- g. The property owner or owner of the laboratory shall maintain records of all waste treatment at the facility, including proof of the effective decontamination of all treated waste. These records shall include the date, time, amount of waste, method of treatment, method(s) used to verify effectiveness of treatment, and the results of tests used to verify treatment effectiveness.

Is the property being inspected a laboratory? No Yes
If yes, did the inspector observe waste treatment activities at the facility? No Yes
If yes, did the inspector observe that the laboratory is maintaining records as specified above? No Yes

Comments, if any:

- h. Any person who is a generator or an employee of a generator of hazardous or infectious waste shall store such wastes prior to disposal in an area secured as to deny access to unauthorized persons, animals, wind, rain, insects, and rodents. If such wastes are placed in a trash receptacle or compactor that is accessible at any time to unauthorized persons, such receptacle or compactor shall be locked to anyone other than authorized persons or waste collection personnel.

Did the inspector observe that hazardous or infectious waste is generated at the property being inspected? No Yes
If yes, did the inspector observe that the waste was being stored in a secure area as specified above? No Yes
Did the inspector observe that the waste was being placed in a trash receptacle or compactor? No Yes
If yes, did the inspector observe that the receptacle or compactor was locked to anyone other than personnel as specified above? No Yes

Comments, if any:

- i. Prior to the issuance of a certificate of occupancy (CO) for any laboratories, the facility owner or operator shall submit to the Palm Beach County Health Department a copy of the facility's Biosafety and Security Plan. The recommended design to focus on increased security needs can be found in Appendix F – Laboratory Security and Emergency Response Guidance for Laboratories Working with Select Agents, of the CDC and NIH publication entitled Biosafety in Microbiological and Biomedical Laboratories, 4th Edition. The Biosafety and Security Plan shall outline biosafety and containment procedures, security systems and procedures, and incident response procedures, and shall have been approved by an officer of the company or institution with appropriate signature authority.

Is the property being inspected a laboratory? No Yes
If yes, did the facility submit to the Palm Beach County Health Department a copy of the Facility's Biosafety and Security Plan? No Yes

Comments, if any:

- j. Open burning for land clearing shall not be conducted without the prior approval of the Palm Beach County Health Department.

Did the inspector observe any open burning at the property being inspected? No Yes

Comments, if any:

- k. The existing Alton PCD water supply system is in place to serve the project. No other private, community, or limited use potable water wells shall be permitted on the site.

Did the inspector observe any potable water wells on the property being inspected? No Yes

Comments, if any:

- i. No on-site sewage treatment and disposal system (OSTDS) shall be permitted on the site. All existing OSTDS shall be abandoned in accordance with Rule 64 E-6 FAC and Palm Beach County ECR-I.

Did the inspector observe any OSTDS on the property being inspected? No Yes

Comments, if any:

- m. Prior to the issuance of the first certificate of occupancy (CO) for any facility in the Alton PCD project, the developer/property owner shall prepare a Hazardous Materials Management Plan and have it approved by the Palm Beach County Health Department and Florida Department of Environmental Protection. The plan shall address the handling and disposal of any toxic or hazardous materials in accordance with Florida Administrative Code Rule 62-730, and any biomedical waste in accordance with Florida Administrative Code Rule 64E-16. At a minimum, the plan shall:

- require disclosure by all owners or tenants of the property of all hazardous materials or waste proposed to be stored, used, or generated on premises;
- require the inspection of all premises storing, using, or generating hazardous materials or waste prior to the commencement of operation, and periodically thereafter, to assure that proper facilities and procedures are in place to properly manage hazardous materials projected to occur;
- provide minimum standards and procedures for storage, prevention of spills, containment of spills, and transfer and disposal of such materials and waste;
- provide for proper maintenance, operation, and monitoring of hazardous materials and waste management systems including spill and hazardous materials and waste containment systems;
- detail actions and procedures to be followed in case of spills or other accidents involving hazardous materials or waste;
- guarantee financial and physical responsibility for spill clean up;
- include a program for continued monitoring of surface and groundwater on the site;
- The approved plan shall be incorporated into the development by including it as part of any lease or sale agreement provided to tenants and owners that will use, handle, store, display or generate hazardous materials or waste. A copy of the approved Hazardous Materials Management Plan for the Alton PCD shall be provided to the contractors and all owners, tenants, and operators of businesses within the project and shall be required to comply with the applicable provisions of the plan.

Did the inspector observe that the developer/property owner has prepared a Hazardous Materials Management Plan and that the Palm Beach County Health Department and Florida Department of Environmental Protection have approved the plan? No Yes

If yes, did the inspector observe that the specific minimum conditions listed above have been followed? No Yes

Comments, if any:

- n. The owner of the private utility system serving the Alton PCD shall monitor the water demand from the existing water treatment facilities and initiate appropriate and effective measures to ensure that in no event will the water demand including fire-flow demand exceed the permitted capacity of the water supply system. The measures to ensure adequacy of water system capacity must be initiated within 6 months after the first month in which the average water demand exceeds 75% of the permitted system capacity.

Is the property being inspected the owner of the private utility system serving the Alton PCD? No Yes

If yes, did the inspector observe that the utility is monitoring the water demand and initiating measures as specified above? No Yes

Comments, if any:

- o. The owner of the private utility system serving the Alton PCD shall monitor the wastewater flow from the existing water treatment facilities and initiate appropriate and effective measures to ensure that in no event will the daily wastewater flows exceed the permitted capacity of the wastewater treatment system. The measures to ensure adequacy of the wastewater treatment system capacity must be initiated within 6 months after the first month in which the daily wastewater flows exceeds 75% of the permitted system capacity.

Is the property being inspected the owner of the private utility system serving the Alton PCD? No Yes

If yes, did the inspector observe that the utility is monitoring the wastewater flow and initiating measures as specified above? No Yes

Comments, if any:

- p. The generation and disposal of hazardous effluents in the sanitary sewerage system shall be prohibited unless adequate pretreatment facilities approved by the Florida Department of Environmental Protection (FDEP) and Agency responsible for sewage works are constructed and used by project tenants or owners generating such effluents.

Did the inspector observe the disposal of hazardous effluents into the sanitary sewerage system at the property being inspected? No Yes

Did the inspector observe pretreatment facilities at the property being inspected? No Yes

If yes, has the Florida Department of Environmental Protection approved these facilities and the agency responsible for sewage works? No Yes

Comments, if any:

- q. The property owner and operator of any facility that receives, processes, handles, stores, or uses radioactive material must comply with all applicable Federal, State and local statutes, regulations, and ordinances.

Did the inspector observe that radioactive materials are present at the property being inspected? No Yes

If yes, does the owner/operator assert that they comply with all applicable Federal, State and Local statutes, regulations, and ordinances regarding the radioactive materials? No Yes

Comments, if any:

- r. The property owner shall notify the Palm Beach County Health Department upon closure of any operation that was issued a specific license for radioactive materials.

Does the property owner report that they have closed any operations that were issued a specific license for radioactive materials? No Yes

If yes, was the Palm Beach County Health Department notified? No Yes

Comments, if any:

V. HAZARDOUS SUBSTANCES OBSERVED:

The inspector shall list below hazardous substances observed during the inspection:

VI. ADDITIONAL COMMENTS ON VISUAL INSPECTION OF PROPERTY

Primary Business Activity:

Deviations:

Appendix D

FAC Chapter 64E-16 Biomedical Waste

State of Florida Department of Health

Biomedical Waste Regulations

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Bureau of Community Environmental Health
Chapter 64E-16, Florida Administrative Code
Biomedical Waste

General.	64E-16.001
Definitions.	64E-16.002
Facility Policies and Procedures.	64E-16.003
Storage and Containment	64E-16.004
Labeling.	64E-16.005
Generator Requirements.	64E-16.006
Treatment.	64E-16.007
Transport.	64E-16.008
Registration of Transporters.	64E-16.009
Inspections.	64E-16.010
Permits.	64E-16.011
Fees.	64E-16.012
Enforcement and Penalties.	64E-16.013

64E-16.001 General.

(1) This rule prescribes minimum sanitary practices relating to the management of biomedical waste, including segregation, handling, labeling, storage, transport, and treatment. This rule applies to all facilities that generate, transport, store, or treat biomedical waste to ensure that the waste is properly handled to protect public health. Further, this rule prescribes minimum standards for permitting biomedical waste generators, storage facilities and treatment facilities, and for registering biomedical waste transporters.

(2) This chapter does not apply to biomedical waste incinerators. This chapter does not apply to linen that is to be laundered and re-used. Further, this chapter does not apply to dead bodies that are disposed of by a person licensed under the provisions of Chapter 470, F.S., or to the transport of bodies, parts of bodies, or tissue specimens in furtherance of lawful examination, investigation, or autopsy conducted pursuant to Section 406.11, F.S. Specimens or samples collected for laboratory testing or use in medical research or teaching are not considered biomedical waste until such time as the material is discarded.

(3) The Department of Health shall regulate the packaging, transport, storage, and treatment of biomedical waste. The Department of Environmental Protection shall regulate biomedical waste incineration and biomedical waste disposal.

(4) Health care providers shall inform their home user clients verbally and in writing of the recommended method for handling biomedical waste generated in the home setting. Health care providers who deliver in-home medical services shall remove or have removed by a registered biomedical waste transporter all biomedical waste generated during

the performance of these services.

(5) Home users should segregate and package their biomedical waste in a manner that reduces the chance of exposure to the public.

(6) Inspections, permitting and enforcement of emergency medical services that generate biomedical waste shall be performed by the Bureau of Emergency Medical Services. Specific Authority 381.006, 381.0098 FS. Law Implemented 381.006, 381.0098, 395.002(13), 395.1011 FS. History-New 6-19-89, Amended 12-14-92, 1-23-94, 6-3-97, Formerly 10D-104.001.

64E-16.002 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings indicated:

(1) American Society for Testing Materials, also referred to as ASTM - A technical society with headquarters located at 100 Barr Harbor Drive, West Conshohocken, Pennsylvania, 19428-2959, which publishes national standards for the testing and quality assurance of materials.

(2) Biomedical waste - Any solid or liquid waste which may present a threat of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. The following are also included:

(a) Used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; and absorbent materials saturated with blood or blood products that have dried.

(b) Non-absorbent, disposable devices that have been contaminated with blood, body fluids or, secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

(3) Biomedical waste generator - A facility or person that produces biomedical waste. The term includes hospitals, skilled nursing or convalescent hospitals, intermediate care facilities, clinics, dialysis clinics, dental offices, health maintenance organizations, surgical clinics, medical buildings, physicians' offices, laboratories, veterinary clinics and funeral homes.

(a) Mobile health care units, such as bloodmobiles, that are part of a stationary biomedical waste generator, are not considered individual biomedical waste generators.

(b) Funeral homes that do not practice embalming are not considered biomedical waste generators.

(4) Body fluids - Those fluids which have the potential to harbor pathogens, such as human immunodeficiency virus and hepatitis B virus and include blood, blood products, lymph, semen, vaginal

secretions, cerebrospinal, synovial, pleural, peritoneal, pericardial and amniotic fluids. In instances where identification of the fluid cannot be made, it shall be considered to be a regulated body fluid. Body excretions such as feces and secretions such as nasal discharges, saliva, sputum, sweat, tears, urine, and vomitus shall not be considered biomedical waste unless visibly contaminated with blood.

(5) Contaminated - Soiled by any biomedical waste.

(6) Decontamination - The process of removing pathogenic microorganisms from objects or surfaces, thereby rendering them safe for handling.

(7) Department - The Department of Health or its representative county health department.

(8) Disinfection - A process which results in a minimum Log 6 kill against the vegetative organisms listed in Table 1, and a minimum Log 4 kill against *Bacillus Stearothermophilus* spores utilizing steam or a minimum Log 4 kill against *Bacillus Subtilis* spores utilizing dry heat, chemicals, or microwave shredding.

(9) Facility - All contiguous land, structures, and other appurtenances which are owned, operated, and licensed as a single entity which may consist of several generating, treatment, or storage units.

(10) Hazardous waste - Those materials defined in Chapter 62-730, F.A.C.

(11) Health Care Provider - Any person who provides medical care or personal services, as that term is defined in section 400.402, F.S., to another individual.

(12) Home User - An individual who generates biomedical waste as a result of self-care or care by a family member or other non health care provider.

(13) Leak resistant - Prevents liquid from escaping to the environment in the upright position.

(14) Outer container - Any rigid type container used to enclose packages of biomedical waste.

(15) Packages - Any material that completely envelops biomedical waste. This includes red bags, sharps containers and outer containers.

(16) Person - Any individual, partnership, corporation, association, or public body engaged in the generation, storage, transport, or treatment of biomedical waste.

(17) Point of origin - The room or area where the biomedical waste is generated.

(18) Public sharps collection program - A cooperative program designed as a non-profit community service to assist the home user in the safe disposal of discarded sharps.

(19) Puncture resistant - Able to withstand punctures from contained sharps during normal usage and handling.

(20) Restricted - The use of any measure, such as a lock, sign, or location, to prevent unauthorized entry.

(21) Saturated - Soaked to capacity.

(22) Sealed - Free from openings that allow the passage of liquids.

(23) Sharps - Objects capable of puncturing, lacerating, or otherwise penetrating the skin.

(24) Sharps container - A rigid, leak and puncture resistant container, designed primarily for the containment of sharps, clearly labeled with the phrase and international biological hazard symbol as described in section 64E-16.004(2)(a), F.A.C., and manufactured with dyes meeting the requirements for incidental metals as described in section 64E-16.004(2)(b)1.b., F.A.C.

(25) Sterilization - A process which results in a minimum Log 6 kill against *Bacillus Stearothermophilus* spores utilizing steam or a minimum Log 6 kill against *Bacillus Subtilis* spores utilizing dry heat, chemicals, or microwave shredding.

(26) Storage - The holding of packaged biomedical waste for a period longer than three days at a facility or in a transport vehicle.

(27) Transfer - The movement of biomedical waste within a facility.

(28) Transport - The movement of biomedical waste away from a facility.

(29) Transport vehicle - A motor vehicle, as defined in Section 320.01 F.S., a rail car, watercraft or aircraft, used for the transportation of biomedical waste.

(30) Treatment - Any process, including steam, chemicals, microwave shredding, or incineration, which changes the character or composition of biomedical waste to render it noninfectious by disinfection or sterilization. Specific Authority 381.006, 381.0098 FS. Law Implemented 381.006, 381.0098, 395.002(13), 395.1011 FS. History-New 6-19-89, Amended 4-2-90, 12-14-92, 1-23-94, 8-20-95, 6-3-97, Formerly 10D-104.002.

64E-16.003 Facility Policies and Procedures.

(1) All biomedical waste facilities shall comply with the following:

(a) Biomedical waste mixed with hazardous waste, as defined in Chapter 62-730, F.A.C., Hazardous Waste, shall be managed as hazardous waste.

(b) Biomedical waste mixed with radioactive waste shall be managed in a manner that does not violate the provisions of Chapter 10D-91, F.A.C. The biomedical waste shall be managed in accordance with the provisions of Chapter 64E-16, F.A.C., after the radioactive component has decayed in storage as provided for in Chapter 10D-91, F.A.C., or is otherwise not regulated under Chapter 10D-91,

F.A.C. The packaging requirements of Chapter 10D-91, F.A.C., shall be followed, unless the requirements of Chapter 64E-16, F.A.C., are more restrictive.

(c) Any other solid waste or liquid, which is neither hazardous nor radioactive in character, combined with untreated biomedical waste, shall be managed as untreated biomedical waste.

(d) All surfaces contaminated with spilled or leaked biomedical waste shall be decontaminated as part of the cleaning process.

(2) Each biomedical waste facility shall implement a written operating plan to manage biomedical waste, in accordance with this chapter. This plan shall be available for review by the department and facility personnel. The plan shall include the following: a description of training for personnel; procedures for segregating, labeling, packaging, transporting, storing, and treating, biomedical waste; procedures for decontaminating biomedical waste spills; and a contingency plan for emergencies. Facilities which have multiple specialty services shall include procedures specific to each specialty if procedures vary. Plans shall be updated when regulations, facility policies, or procedures change.

(a) Each facility or their designee shall train new personnel who handle biomedical waste as part of their work responsibilities. This training shall be provided prior to commencement of duties related to biomedical waste handling. Refresher training shall be completed annually by all personnel who handle biomedical waste. Training shall detail compliance with the facility's operating plan and Chapter 64E-16, F.A.C., and shall be maintained as a part of the operating plan.

(b) All biomedical waste management records shall be maintained for 3 years and shall be available for review by the department. Specific Authority 381.006, 381.0098 FS. Law Implemented 381.006, 381.0098, 395.002(13), 395.1011 FS. History-New 6-19-89 Amended 4-2-90, 12-14-92, 1-23-94, 8-20-95, 6-3-97, Formerly 10D-104.003.

64E-16.004 Storage and Containment.

(1) Storage.

(a) Storage of biomedical waste at the generating facility shall not exceed 30 days. The 30 day period shall commence when the first non-sharps item of biomedical waste is placed into a red bag or sharps container, or when a sharps container containing only sharps is sealed.

(b) Storage of biomedical waste in a place other than at the generating facility shall not exceed 30 days. The 30 day storage period shall begin on the day the waste is collected from the generator.

(c) Indoor storage areas shall have restricted access and be designated in the written

operating plan. They shall be located away from pedestrian traffic, be vermin and insect free, and shall be maintained in a sanitary condition. They shall be constructed of smooth, easily cleanable materials that are impervious to liquids.

(d) Outdoor storage areas, including containers and trailers, shall, in addition to the above criteria, be conspicuously marked with the international biological hazard symbol as described in paragraph 64E-16.004(2)(b), F.A.C., and shall be secured against vandalism and unauthorized entry. The international biological hazard symbol on an outdoor storage area shall be a minimum of six inches in diameter.

(2) Containment.

(a) Packages of biomedical waste shall remain sealed until treatment, except when compacted in accordance with the requirements of this chapter as stated in section 64E-16.006(2). Ruptured or leaking packages of biomedical waste shall be placed into larger packaging without disturbing the original seal.

(b) All packages containing biomedical waste shall be visibly identifiable with the international biological hazard symbol and one of the following phrases: "BIOMEDICAL WASTE", "BIOHAZARDOUS WASTE", "BIOHAZARD", "INFECTIOUS WASTE", or "INFECTIOUS SUBSTANCE". The symbol shall be red, orange, or black and the background color shall contrast with that of the symbol or comply with the requirements cited in subpart Z of 29 CFR subparagraph 1910.1030(g)(1)(C), Occupational Exposure to Bloodborne Pathogen Standard.



(c) Bags.

1. Biomedical waste, except sharps, shall be packaged and sealed at the point of origin in impermeable, red plastic bags or, at the discretion of the generator, into sharps containers. The international biological hazard symbol shall be at least six inches in diameter on bags 19" x 14" or larger, and at least one inch in diameter on bags smaller than 19" x 14". Each plastic bag shall meet the following physical properties:

a. Impact resistance of 165 grams and tearing resistance of 480 grams in both the parallel and perpendicular planes with respect to the length of the bag. Impact resistance shall be determined using ASTM D-1709-91, and tearing resistance shall be determined using ASTM D-1922-89.

b. Incidental sum concentrations of lead, mercury, hexavalent chromium and cadmium shall be no greater than 100 ppm for dyes used in the

coloration of bags.

(d) Sharps containers.

1. Sharps shall be discarded at the point of origin into single use or reusable sharps containers. Needles and scalpel blades shall not be placed directly into double-walled corrugated containers. Sharps containers must be sealed when full. A sharps container is considered full when materials placed into it reach the designated fill line, or, if a fill line is not indicated, when additional materials cannot be placed into the container without cramming or when no additional materials are to be placed in the container.

2. Permanently mounted sharps container holders shall bear the phrase and the international biological hazard symbol described in paragraph 64E-16.004(2)(a), F.A.C., if this information on the sharps container is concealed by the sharps container holder.

3. Reusable sharps containers shall only be emptied into a treatment cart or directly into a treatment unit. They shall be constructed of smooth, easily cleanable materials, and shall be decontaminated after each use.

4. The international biological hazard symbol shall be at least one inch in diameter on sharps containers.

(e) Outer Containers.

All outer containers shall be rigid, leak-resistant and puncture-resistant. Reusable outer containers shall be constructed of smooth, easily cleanable materials and shall be decontaminated after each use.

(f) The international biological hazard symbol shall be at least six inches in diameter on outer containers 19" x 14" or larger, and at least one inch in diameter on outer containers less than 19" x 14".

Specific Authority 381.006, 381.0098 FS. Law Implemented 381.006, 381.0098, 395.002(13), 395.1011, FS. History-New 6-19-89, Amended 4-2-90, 12-14-92, 1-23-94, 8-20-95, 6-3-97, Formerly 10D-104.004.

64E-16.005 Labeling.

(1) Biomedical waste bags and sharps containers shall be labeled with the generator's name and address unless treatment occurs at the generating facility.

(a) If a bag or sharps container is placed into a larger bag prior to transport, the label for the exterior bag shall comply with paragraph 64E-16.005(1), F.A.C. Inner bags and inner sharps containers are exempt from the labeling requirements of paragraph 64E-16.005(1), F.A.C.

(b) Outer containers shall be labeled with the transporter's name, address, registration number, and 24-hour telephone number prior to

transport.

(2) The transporter may provide labels for bags or sharps containers that are generator-specific, such as bar codes or specific container numbers. Use of these generator-specific labels satisfies the requirements of paragraph 64E-16.005(1)(a), F.A.C.

Specific Authority 381.006, 381.0098 FS. Law Implemented 381.006, 381.0098, 395.002(13), 395.1011 FS. History-New 6-19-89, Amended 4-2-90, 12-14-92, 1-23-94, 8-20-95, 6-3-97, Formerly 10D-104.005.

64E-16.006 Generator Requirements

(1) A biomedical waste generator shall not negotiate for the transport of biomedical waste with a person who is not registered with the department as a biomedical waste transporter.

(2) Compacting packages of biomedical waste within the generating facility, except recognizable human tissue, bulk liquids, or sharps, is acceptable provided the following conditions are met:

(a) Packages of biomedical waste shall not be compacted to a density greater than 22 pounds per cubic foot.

(b) Compacted packages of biomedical waste shall not be subjected to further compacting.

(c) Any residual or incidental liquid shall be contained within the inner bag or outer container. Should the inner bag or outer container rupture during compaction, residual or incidental liquids shall be disposed of directly into the sanitary sewer, an on-site sewage treatment and disposal system, or other system approved to receive such wastes by the Department of Environmental Protection or the department.

(d) Discharge of noxious air shall be kept to a minimum through use of HEPA filters having a pore size of 2 microns or less, negative pressure rooms, or other safety methods;

(e) Compacted packages of biomedical waste shall be treated by incineration or other approved treatment process. Treatment processes, such as steam, chemical, gas, dry heat, or microwaving, shall be considered by the department upon written request and microbiological evidence that the proposed process provides the same degree of treatment for compacted waste as for uncompacted waste. Steam treatment systems shall be tested against *Bacillus stearothermophilus* spores, as described in paragraph 64E-16.007(2), F.A.C. Other proposed treatment processes shall demonstrate efficacy using section 64E-16.008 (4), F.A.C.

Specific Authority 381.006, 381.0098 FS. Law Implemented 381.006, 381.0098, 395.002(13), 395.1011 FS. History-New 6-19-89, Amended 4-2-90, 12-14-92, 1-23-94, 8-20-95, 6-3-97, Formerly 10D-104.006.

64E-16.007 Treatment.

(1) Biomedical waste shall be treated by steam, incineration, or an alternative process approved by the department as described in section 64E-16.007(4), F.A.C., prior to disposal. Treatment shall occur within 30 days of collection from the generator.

(2) Steam treatment units shall subject loads of biomedical waste to sufficient temperature, pressure, and time to demonstrate a minimum Log 4 kill of *Bacillus stearothermophilus* spores placed at the center of the waste load, and shall be operated in accordance with the following:

(a) Before placing a steam treatment unit into service, operating parameters such as temperature, pressure, and treatment time shall be determined according to the following:

1. Test loads of biomedical waste which consist of the maximum weight and density of biomedical waste to be treated shall be prepared. Separate loads of red bags, sharps containers, boxes, and compacted waste shall be prepared if they are to be treated separately.

2. Prior to treatment, *Bacillus stearothermophilus* spores shall be placed at the bottom and top of each treatment container, at the front of each treatment container at a depth of approximately one-half of the distance between the top and bottom of the load, in the approximate center of each treatment container, and in the rear of each treatment container at a depth of approximately one-half of the distance between the top and bottom of the load.

3. If the operating parameters used during the treatment of the test loads demonstrate a minimum Log 4 kill of *Bacillus stearothermophilus* spores at all locations, the steam treatment unit shall operate under those parameters when placed into service. If the operating parameters fail to provide a minimum Log 4 kill of *Bacillus stearothermophilus* spores at all locations, treatment time, temperature, or pressure shall be increased and the tests must be repeated until a minimum Log 4 kill of *Bacillus stearothermophilus* spores is demonstrated at all locations. The steam treatment unit shall be operated under those parameters when placed into service. Tests shall be repeated and new parameters established if the type of biomedical waste to be treated is changed.

(b) When operating parameters have been established and documented using the criteria in paragraph 64E-16.007(2)(a), F.A.C., the steam treatment unit may be placed into service.

(c) The steam treatment unit shall be serviced for preventive maintenance in accordance with the manufacturer's specifications. Records of maintenance shall be onsite and available for review.

(d) Unless a steam treatment unit is

equipped to continuously monitor and record temperature and pressure during the entire length of each treatment cycle, each package of biomedical waste to be treated will have a temperature tape or equivalent test material such as a chemical indicator placed on a non-heat conducting probe at the center of each treatment container in the load that will indicate if the treatment temperature and pressure have been reached. Waste shall not be considered treated if the tape or equivalent indicator fails to show that a temperature of at least 250 degrees F (121 degrees C) was reached during the process.

(e) Each steam treatment unit shall be evaluated for effectiveness with spores of *Bacillus stearothermophilus* at least once each 7 days for permitted treatment facilities, or once each 40 hours of operation for generators who treat their own biomedical waste. The spores shall be placed at the center of the waste load. Evaluation results shall be maintained onsite and available for review.

(f) A written log shall be maintained for each steam treatment unit. The following shall be recorded for each usage:

1. The date, time, and operator name;
2. The type and approximate amount of waste treated;
3. The post-treatment confirmation results by either
 - a. recording the temperature, pressure, and length of time the waste was treated, or
 - b. the temperature and pressure monitoring indicator;

(g) A current written operating procedure shall specify, at a minimum, the following:

1. Parameters, determined from testing, that provide consistent treatment, such as exposure time, temperature, and pressure.
2. Identification of standard treatment containers and placement of the load in the steam treatment unit.

(3) Incineration of biomedical waste shall be achieved in a biological waste incinerator permitted by the Department of Environmental Protection.

(4) An alternative treatment process, such as chemical, gas, dry heat, or microwave shredding, shall be considered by the department upon receipt of a written request. The written request shall be directed to the State Health Officer and shall include:

(a) The specific treatment process and type of facility for which acceptance is sought;

(b) The reason for the request;

(c) Microbiological evidence, using the organisms listed in Table 1, that the proposed process provides sterilization or a satisfactory level of disinfection. Using the protocol described in section 64E-16.007(4), F.A.C., alternative treatment systems must show either:

1. For disinfection, a minimum Log 6 kill

for the vegetative organisms listed in Table 1 and a minimum Log 4 kill against *Bacillus Stearothermophilus* spores utilizing steam or a minimum Log 4 kill against *Bacillus Subtilis* spores utilizing dry heat, chemicals, or microwave shredding, or

2. For sterilization, a minimum Log 6 kill against *Bacillus Stearothermophilus* spores utilizing steam or a minimum Log 6 kill against *Bacillus Subtilis* spores utilizing dry heat, chemicals, or microwave shredding.

Table 1

1. Bacteria
 - a. *Bacillus* spores - mandatory, species determined by treatment process
- Any two
 - b. *Enterococcus faecalis*
 - c. *Pseudomonas aeruginosa*
 - d. *Staphylococcus aureus*
 - e. *Nocardia* species
2. Mycobacteria species - any one
 - a. *Mycobacterium bovis*
 - b. *Mycobacterium fortuitum*
3. Fungus - any one
 - a. *Candida albicans*
 - b. *Aspergillus fumigatus*
4. Protozoa - *Giardia intestinalis* or similar
5. Virus - Poliovirus or similar

(d) Each step of the efficacy testing must be thoroughly described in the application for approval. A detailed description of the treatment process, preparation of organisms, preparation of test loads, recovery of organisms, and raw data must be provided.

(e) To begin the efficacy testing, two challenge loads must be sterilized. These loads must be composed of materials commonly found in biomedical waste (tissues, sharps, plastics, glass, woven materials, blood and blood products, etc.), and must be of adequate quantity to equal the maximum capacity of the treatment system. The test load must be fully described (weight, moisture content, composition, etc.).

(f) The purity of all organisms and spores must be certified by a clinical or commercial laboratory. Each organism must be processed separately and placed in the test load in the most difficult location to treat. Before each test run, the total number of viable test organisms must be determined and documented. Treatment of the test load must take place within thirty minutes of inoculating the load with the test organism.

(g) The test load containing the test organism must be processed without the agent (e.g. chemical, microwaves, etc.) used to kill the test organisms. If this agent is a liquid, it must be

replaced with an equal amount of sterile saline solution or tapwater. After the test load has completed one cycle in the treatment device, a minimum of three grab samples must be taken from the test load and the number of test organisms present determined. If the number of organisms recovered after the test run is less than Log 6, the number of organisms originally introduced into the device must be increased, and the run must be performed again, until at least Log 6 organisms are recovered. If the number of organisms recovered from the test run is Log 6 or greater, there is an adequate number of organisms being introduced into the device, and the inoculum size should be equal to this number.

(h) Using the inoculum size determined in the above procedure, the second sterilized test load must be inoculated separately. During these test runs, the chemical or physical agent used to treat the waste must be used.

(i) After each test run is completed, the log kill for that particular organism or spore must be calculated. The number of organisms that were not recovered from the initial (non-treating) test run must be subtracted from the number of organisms that were introduced into the second (treatment) run. The number of organisms that survive the treatment process must be subtracted from the first calculation. The resulting figure is the log kill provided by the treatment process.

(j) Approved alternative treatment processes, except single-use, shall meet the requirements of subsection 64E-16.007(2)(e).

(5) Biomedical waste may be disposed into a sanitary sewer system, an onsite sewage treatment and disposal system, or other system approved to receive such wastes by the Department of Environmental Protection or the department, if it is in a liquid or semi-solid form and aerosol formation is minimal.

(6) Body tissues that have been histologically fixed are considered treated biomedical waste. Tissues prepared by frozen sectioning only are not considered treated.

(7) Acute care hospitals, licensed under Chapter 395, F.S., which utilize a certified onsite treatment process involving grinding and treatment, may dispose of such treated biomedical waste in the normal municipal solid waste stream upon notifying the local government responsible for solid waste collection and disposal under the following conditions:

(a) For the purposes of this chapter, certified shall mean that the treatment process is a steam treatment, or has been approved as an alternative biomedical waste treatment process under section 64E-16.007(4), F.A.C.

(b) For the purposes of this chapter, grinding shall also mean shredding or hammermilling.

(c) If grinding takes place prior to

treatment, procedures that minimize the chance of exposure to waste handlers must be developed and implemented should the grinder fail or become jammed.

(d) Individuals operating the treatment unit must be trained in all aspects of its operation, including contingency procedures.

(e) Acute care hospitals must inform the department in writing of the installation of the unit at least 30 days prior to placing the unit into service.

(f) Inspection of the unit, including treatment and maintenance records, will occur during the annual inspection for the hospital's biomedical waste permit.

Specific Authority 381.006, 381.0098 F.S. Law Implemented 381.006, 381.0098, 395.002(13), 395.1011 F.S. History-New 6-19-89, Amended 4-2-90, 12-14-92, 1-23-94, 8-20-95, 6-3-97, Formerly 10D-104.007.

64E-16.008 Biomedical Waste Transport

(1) No registered transporter may knowingly accept biomedical waste for transport unless it has been properly segregated, packaged, and labeled.

(2) Each registered transporter shall provide the generator with a receipt of pick-up.

(3) During transport, no registered transporter shall compact biomedical waste or allow it to leak into the environment.

(4) Transfer of biomedical waste from one transport vehicle to another is not allowed unless the transfer occurs at a permitted storage or treatment facility, except as provided in paragraph 64E-16.008(10)(a), F.A.C. Intermodal transfers of biomedical waste are allowed provided transport shipping seals remain intact.

(5) Any registered transporter who unknowingly fails to comply with subsections (3) or (4) of this section because such biomedical waste has not been properly segregated or separated from other solid wastes by the generating facility is not guilty of a violation under this rule.

(6) No registered transporter shall knowingly deliver biomedical waste for storage or treatment to a facility which does not have a valid permit issued by the department.

(7) All transport vehicles containing biomedical waste shall be visibly identified with the business name, registration number, a 24 hour telephone number, and placards showing the phrase and the international biological hazard symbol as described in paragraph 64E-16.004(2)(a). The symbol shall be at least six inches in diameter.

(8) All transport vehicles containing biomedical waste shall be fully enclosed and secured when unattended.

(9) Registered transporters shall notify the department within one working day by telephone

and shall submit a follow-up report to the department within 10 days, in writing, if there is an accident that results in a spill of biomedical waste.

(10) In case of an emergency situation, including mechanical failure, the following is allowed:

(a) If the emergency occurs during transport, biomedical waste may be transferred to another transport vehicle, including a rental vehicle, without being at a storage or treatment facility.

(b) If a rental vehicle is used, the department shall be notified of its use on the first working day after the emergency. A copy of the written authorization from the rental agency stating awareness of the intended use of the vehicle shall be submitted to the department within seven days.

(c) Biomedical waste shall be removed and transported to a permitted storage or treatment facility within 24 hours of the emergency.

(d) Before return to the rental agency, the vehicle shall be decontaminated.

Specific Authority: 381.0098 F.S. Law Implemented 381.0098 F.S. History-New, 6-3-97, Formerly 10D-104.0073.

64E-16.009 Registration of Biomedical Waste Transporters.

(1) Biomedical waste transporters shall be registered with the department. Biomedical waste generators transporting less than 25 pounds of their own biomedical waste, in their own transport vehicle, on any single occasion, are exempt from transporter registration, fee, and placarding requirements of this chapter.

(2) Each owner or operator of a transport vehicle shall submit to the department a completed application for registration on form DH 4106, herein incorporated by reference.

(3) Biomedical waste transporter registrations shall expire on September 30 each year. Renewal applications will not be considered complete without the submission of an annual report on form DH 4109, herein incorporated by reference. Biomedical waste transporters with valid registrations, on the effective date of this chapter, shall renew their registration by September 30 following the expiration date of their existing registration.

(4) Registered transporters shall notify the department in writing within 30 days of any changes made to their registration form currently on file with the department.

(5) Any registered biomedical waste transporter is subject to having their biomedical waste transporter registration denied, suspended, or revoked, pursuant to Section 381.0098, F.S., and in accordance with the procedural requirements of Section 120.60, F.S., upon a finding by the department that the transporter:

(a) Has submitted false or inaccurate

information in the application or annual report;

(b) Has violated the provisions of any statute or rule which the department is authorized to enforce;

(c) Has refused to allow inspection of records or equipment by department personnel. Specific Authority 381.0098 FS. Law Implemented 381.0098 FS. History-New, 6-3-97, Formerly 10D-104.013.

64E-16.010 Inspections.

(1) Department personnel shall inspect registered transport vehicles, permitted generators, storage, and treatment facilities at least once a year. Those facilities exempted from the registration and fee requirements under subsection 381.0098(4), shall be inspected at least once every three years. Reinspections may be conducted when a facility is found to be in non-compliance with this chapter. Results of each inspection shall be recorded on a form provided by the department.

(2) To provide consistency of inspections throughout the state, all department personnel who inspect biomedical waste facilities shall attend training annually, which shall be approved by the Bureau of Environmental Health Programs. Specific Authority 381.006, 381.0098 FS. Law Implemented 381.006, 381.0098 FS. History-New 12-14-92, Amended 1-23-94, 8-20-95, 6-3-97, Formerly 10D-104.0075.

64E-16.011 Permits

(1) All biomedical waste facilities, except those facilities operating under a Department of Environmental Protection permit, shall obtain a permit from the department annually. Application forms and annual report forms used by the public may be obtained from the environmental health section of the county health department in the county of their location or from the Department of Health, Bureau of Facility Programs, 4052 Bald Cypress Way, Bin A08, Tallahassee, Florida 32399-1710. All forms listed in this section are incorporated by reference.

(a) A biomedical waste generator, who produces or treats less than 25 pounds of biomedical waste in each 30 day period, shall be exempt from all permit and fee requirements of this chapter.

(b) Application for an initial biomedical waste generator permit or exemption from permitting shall be submitted to the department on form DH 4089, Application for Biomedical Waste Generator Permit/Exemption, 8/98. Biomedical waste treatment facilities which were constructed prior to December 31, 1995, or for which an operation permit was submitted to the Department of Environmental Protection prior to December 31, 1995, shall meet the requirements of this chapter at the time of

renewal of their existing permit.

(c) Application for an initial biomedical waste storage facility permit shall be submitted to the department on form DH 4107, Application for Biomedical Waste Storage Permit, 8/98.

(d) Application for an initial biomedical waste treatment facility permit shall be submitted to the department on form DH 4111, Application for a Biomedical Waste Treatment Permit, 8/01. Renewals will not be considered complete without the submission of an annual report submitted on form DH 4110, Biomedical Waste Treatment Facility Annual Report, 8/01.

(e) Application for an initial biomedical waste sharps collection program permit shall be submitted to the department on form DH 4108, Application for Biomedical Waste Sharps Collection Program Permit, 8/98.

(f) Permits shall not be transferable from one person to another. In the event of an address or name change, an amended application for permit shall be submitted to the department. A permitted generator may work at a branch office for no more than six hours in any seven day period without applying for an additional permit. These generators must notify the local county health department biomedical waste coordinator of the existence and operating hours of the branch office.

1. In the event of a change of ownership of the facility or a newly constructed facility, an application for an initial permit shall be submitted to the department within 30 days of the commencement of business.

2. When a facility is leased by the owner to a second party for operation, the second party shall apply to the department for an initial permit within 30 days of the commencement of business. The second party shall be held responsible for the operation and maintenance of the facility.

(g) Permits shall expire on September 30 each year. The permit, or a copy thereof, shall be maintained within the facility and shall be made available for review by department personnel.

(2) Persons engaged in a sharps collection program with single or multiple facility locations may operate under a single permit provided:

(a) The sharps collection program is open to the general public;

(b) A list identifying the location of each facility is attached to the application; and

(c) Each facility meets the applicable permit requirements.

Specific Authority 381.006, 381.0098 FS. Law Implemented 381.006, 381.0098, FS. History-New 12-14-92, Amended 1-23-94, 6-3-97, Formerly 10D-104.0076, Amended 11-5-02.

64E-16.012 Fees

(1) State-owned and operated biomedical waste facilities are exempt from the permit fee.

(2) Fee schedule.

Generator Permit:

(application received by October 1) \$85.00

(application received after October 1) \$105.00

Treatment Permit:

(application received by October 1) \$85.00

(application received after October 1) \$105.00

Storage Permit:

(application received by October 1) \$85.00

(application received after October 1) \$105.00

Transporter Registration (one vehicle):

(application received by October 1) \$85.00

(application received after October 1) \$105.00

Additional Vehicle \$10.00

No fee or combination of fees shall exceed the maximum amount established by the statute.

(3) All fees collected pursuant to this section shall be placed in a specially designated account within the individual county health department trust fund to be used to meet the cost of administering the biomedical waste program described in this chapter.

Specific Authority: 381.006, 381.0098(4) FS. Law Implemented 381.006, 381.0098 FS. History-New 12-14-92, Amended 1-23-94, 6-3-97, Formerly 10D-104.0078, Amended 1-12-09.

64E-16.013 Enforcement and Penalties.

(1) According to section 381.0025, F.S., any person who generates, transfers, treats, stores, transports or disposes of biomedical waste in violation of this chapter; or who interferes with, hinders, or opposes any employee of the department in the discharge of his duties, or who impersonates an employee of the department, is chargeable with a misdemeanor of the second degree, punishable as provided in sections 775.082 and 775.083, F.S.

(2) For violation of any provision of Chapter 64E-16, F.A.C., the department shall deny, suspend or revoke any biomedical waste permit or impose an administrative fine of up to \$2500 per day for each violation of this chapter or pursue other enforcement action authorized by law. In determining the type and degree of enforcement action necessary, the department shall take into consideration the following:

(a) The gravity of the violation, including

the probability that death or serious physical harm to any person may result or has resulted, the severity of the actual or potential harm, and the extent to which the provisions of the applicable statutes or rules were violated.

(b) Actions taken by the owner or operator to correct violations.

(c) Any previous violations.
Specific Authority 381.0061, 381.0098(5) FS. Law Implemented 381.0012, 381.0025, 381.006, 381.0061, 381.0098, 395.002(13), 395.1011, 775.082, 775.083 FS. History-New 6-19-89, Amended 12-14-92, 1-23-94, 6-3-97, Formerly 10D-104.008, Amended 11-5-02.

Appendix E

Spill Response Procedures

“WHAT DO I DO IN THE EVENT OF A SPILL OR LEAK”

WHAT DO I DO IN THE EVENT OF A SPILL OR LEAK?

1. ASSESS THE RISK:

- Evacuate the HAZMAT Spill Site of non-essential personnel.
- In the event of injury or fire, call 911 with a description of the emergency and location of the accident.
- Determine what has spilled, the spill volume, and its risk to health, property and the environment. The Material Safety Data Sheet may provide important emergency information. Determine if you must report this spill (see number 6 below).
- Determine if you are prepared and trained to address this spill.
- Use the buddy system, never work alone.

2. PROTECT YOURSELF AND OTHERS:

Select the right level of Personal Protective Equipment (PPE), if trained to do so.

3. CONFINE THE SPILL:

Confine the spill, with the right materials, starting at the furthest point, if trained to do so.

4. STOP THE SOURCE:

Stop the source, with the right materials, if trained to do so.

5. CLEANUP THE SPILL:

Evaluate and implement cleanup of the spill, if trained to do so.

6. REPORT:

In all cases, releases involving quantities equal to or exceeding "Reportable Quantity's (RQ's)" must be reported IMMEDIATELY.

For releases of Extremely Hazardous Substances (Appendix A of 40 CFR Part 355) or CERCLA Hazardous Substances (40 CFR 302.4) equal to or exceeding RQ's, follow these Procedures:

- First call 911 then...
- Florida State Warning Point (State Emergency Response Commission): 1-800-320-0519 or 1-850-413-9911
- National Response Center: 1-800-424-8802
- Local Emergency Planning Committee (Treasure Coast Regional Planning Council): 1-772-221-4060
- The Northern Palm Beach County Improvement District (Dan Beatty @ 1-561-624-7830) and the Environmental Liaison should also be contacted

Appendix F

40 CFR Part 302.4

United States Environmental Protection Agency

List of Hazardous Substances and Reportable Quantities

Environmental Protection Agency

§ 302.4

the United States and is located in, on, or under any other waters, other than a vessel or a public vessel;

Onshore facility means any facility (including, but not limited to, motor vehicles and rolling stock) of any kind located in, on, or under, any land or non-navigable waters within the United States;

Person means an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, State, municipality, commission, political subdivision of a State, or any interstate body;

Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes:

(1) Any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons;

(2) Emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine;

(3) Release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954, if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under section 170 of such Act, or for the purposes of section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act or any other response action, any release of source, byproduct, or special nuclear material from any processing site designated under section 102(a)(1) or 302(a) of the Uranium Mill Tailings Radiation Control Act of 1978; and

(4) The normal application of fertilizer;

Reportable quantity ("RQ") means that quantity, as set forth in this part, the release of which requires notification pursuant to this part;

United States include the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Commonwealth of the Northern Marianas, and any other territory or possession over which the United States has jurisdiction; and

Vessel means every description of watercraft or other artificial contrivance used, or capable of being used, as a means of transportation on water.

[50 FR 13474, Apr. 4, 1985, as amended at 67 FR 45321, July 9, 2002; 73 FR 76959, Dec. 18, 2008]

§ 302.4 Designation of hazardous substances.

(a) *Listed hazardous substances.* The elements and compounds and hazardous wastes appearing in table 302.4 are designated as hazardous substances under section 102(a) of the Act.

(b) *Unlisted hazardous substances.* A solid waste, as defined in 40 CFR 261.2, which is not excluded from regulation as a hazardous waste under 40 CFR 261.4(b), is a hazardous substance under section 101(14) of the Act if it exhibits any of the characteristics identified in 40 CFR 261.20 through 261.24.

NOTE: The numbers under the column headed "CASRN" are the Chemical Abstracts Service Registry Numbers for each hazardous substance. The "Statutory Code" column indicates the statutory source for designating each substance as a CERCLA hazardous substance: "1" indicates that the statutory source is section 311(b)(2) of the Clean Water Act, "2" indicates that the source is section 307(a) of the Clean Water Act, "3" indicates that the source is section 112 of the Clean Air Act, and "4" indicates that the source is section 3001 of the Resource Conservation and Recovery Act (RCRA). The "RCRA Waste Number" column provides the waste identification numbers assigned to various substances by RCRA regulations. The "Pounds (kg)" column provides the reportable quantity adjustment for each hazardous substance in pounds and kilograms. Appendix A to § 302.4, which lists CERCLA hazardous substances in sequential order by CASRN, provides a per-substance grouping of regulatory synonyms (i.e., names by which each hazardous substance is identified in other statutes and their implementing regulations).

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES

[Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
A2213	30558431	4	U394	5000 (2270)
Acenaphthene	83-32-9	2		100 (45.4)
Acenaphthylene	206-96-8	2		5000 (2270)
Acetaldehyde	75-07-0	1,3,4	U001	1000 (454)
Acetaldehyde, chloro-	107-20-0	4	P023	1000 (454)
Acetaldehyde, trichloro-	75-87-6	4	U034	5000 (2270)
Acetamide	60-35-5	3		100 (45.4)
Acetamide, N-(aminothioxomethyl)-	591-08-2	4	P002	1000 (454)
Acetamide, N-(4-ethoxyphenyl)-	62-44-2	4	U187	100 (45.4)
Acetamide, N-9H-fluoren-2-yl-	53-96-3	3,4	U005	1 (0.454)
Acetamide, 2-fluoro-	640-19-7	4	P057	100 (45.4)
Acetic acid	64-19-7	1		5000 (2270)
Acetic acid, (2,4-dichlorophenoxy)-, salts & esters	94-75-7	1,3,4	U240	100 (45.4)
Acetic acid, ethyl ester	141-78-6	4	U112	5000 (2270)
Acetic acid, fluoro-, sodium salt	62-74-8	4	P058	10 (4.54)
Acetic acid, lead(2+) salt	301-04-2	1,4	U144	10 (4.54)
Acetic acid, thallium(1+) salt	563-68-8	4	U214	100 (45.4)
Acetic acid, (2,4,5-trichlorophenoxy)-	93-76-5	1,4	See F027	1000 (454)
Acetic anhydride	108-24-7	1		5000 (2270)
Acetone	67-64-1	4	U002	5000 (2270)
Acetone cyanohydrin	75-86-5	1,4	P069	10 (4.54)
Acetonitrile	75-05-8	3,4	U003	5000 (2270)
Acetophenone	98-86-2	3,4	U004	5000 (2270)
2-Acetylaminofluorene	53-96-3	3,4	U005	1 (0.454)
Acetyl bromide	506-96-7	1		5000 (2270)
Acetyl chloride	75-36-5	1,4	U006	5000 (2270)
1-Acetyl-2-thiourea	591-08-2	4	P002	1000 (454)
Acrolein	107-02-8	1,2,3,4	P003	1 (0.454)
Acrylamide	79-06-1	3,4	U007	5000 (2270)
Acrylic acid	79-10-7	3,4	U008	5000 (2270)
Acrylonitrile	107-13-1	1,2,3,4	U009	100 (45.4)
Adipic acid	124-04-9	1		5000 (2270)
Aldicarb	116-06-3	4	P070	1 (0.454)
Aldicarb sulfone	1646854	4	P203	100 (45.4)
Aldrin	509-00-2	1,2,4	P004	1 (0.454)
Allyl alcohol	107-18-6	1,4	P005	100 (45.4)
Allyl chloride	107-05-1	1,3		1000 (454)
Aluminum phosphide	20859-73-8	4	P006	100 (45.4)
Aluminum sulfate	10043-01-3	1		5000 (2270)
4-Aminobiphenyl	92-67-1	3		1 (0.454)
5-(Aminomethyl)-3-isoxazolol	2763-96-4	4	P007	1000 (454)
4-Aminopyridine	504-24-5	4	P008	1000 (454)
Amitrole	61-82-5	4	U011	10 (4.54)
Ammonia	7664-41-7	1		100 (45.4)
Ammonium acetate	631-61-8	1		5000 (2270)
Ammonium benzoate	1863-63-4	1		5000 (2270)
Ammonium bicarbonate	1066-33-7	1		5000 (2270)
Ammonium bichromate	7789-09-5	1		10 (4.54)
Ammonium bifluoride	1341-49-7	1		100 (45.4)
Ammonium bisulfite	10192-30-0	1		5000 (2270)
Ammonium carbamate	1111-78-0	1		5000 (2270)
Ammonium carbonate	506-87-6	1		5000 (2270)
Ammonium chloride	12125-02-9	1		5000 (2270)
Ammonium chromate	7788-98-9	1		10 (4.54)
Ammonium citrate, dibasic	3012-65-5	1		5000 (2270)
Ammonium fluoroborate	13826-83-0	1		5000 (2270)
Ammonium fluoride	12125-01-8	1		100 (45.4)
Ammonium hydroxide	1336-21-6	1		1000 (454)
Ammonium oxalate	6009-70-7	1		5000 (2270)
	5972-73-6	1		
	14258-49-2	1		
Ammonium picrate	131-74-8	4	P009	10 (4.54)
Ammonium silicofluoride	16919-19-0	1		1000 (454)
Ammonium sulfamate	7773-06-0	1		5000 (2270)
Ammonium sulfide	12135-76-1	1		100 (45.4)
Ammonium sulfite	10196-04-0	1		5000 (2270)
Ammonium tartrate	14307-43-8	1		5000 (2270)
	3164-29-2	1		
Ammonium thiocyanate	1762-95-4	1		5000 (2270)

Environmental Protection Agency

§ 302.4

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	PCRA waste No.	Final RQ pounds (Kg)
Ammonium vanadate	7803-55-6	4	P119	1000 (454)
Amyl acetate	628-63-7	1		5000 (2270)
iso-Amyl acetate	123-92-2			
sec-Amyl acetate	626-38-0			
tert-Amyl acetate	625-16-1			
Aniline	62-53-3	1,3,4	U012	5000 (2270)
o-Anisidine	90-04-0	3		100 (45.4)
Anthracene	120-12-7	2		5000 (2270)
Antimony††	7440-36-0	2		5000 (2270)
ANTIMONY AND COMPOUNDS	N.A.	2,3		**
Antimony Compounds	N.A.	2,3		**
Antimony pentachloride	7647-18-9	1		1000 (454)
Antimony potassium tartrate	26300-74-5	1		100 (45.4)
Antimony tribromide	7789-61-9	1		1000 (454)
Antimony trichloride	10025-91-9	1		1000 (454)
Antimony trifluoride	7783-56-4	1		1000 (454)
Antimony trioxide	1309-64-4	1		1000 (454)
Argentate(1-), bis(cyano-C)-, potassium	506-61-6	4	P099	1 (0.454)
Aroclor 1016	12674-11-2	1,2,3		1 (0.454)
Aroclor 1221	11104-28-2	1,2,3		1 (0.454)
Aroclor 1232	11141-16-5	1,2,3		1 (0.454)
Aroclor 1242	53469-21-9	1,2,3		1 (0.454)
Aroclor 1248	12672-29-6	1,2,3		1 (0.454)
Aroclor 1254	11097-69-1	1,2,3		1 (0.454)
Aroclor 1260	11096-82-5	1,2,3		1 (0.454)
Aroclors	1336-36-3	1,2,3		1 (0.454)
Arsenic††	7440-38-2	2,3		1 (0.454)
Arsenic acid H ₃ AsO ₄	7778-39-4	4	P010	1 (0.454)
ARSENIC AND COMPOUNDS	N.A.	2,3		**
Arsenic Compounds (inorganic including arsine)	N.A.	2,3		**
Arsenic disulfide	1303-32-8	1		1 (0.454)
Arsenic oxide As ₂ O ₃	1327-53-3	1,4	P012	1 (0.454)
Arsenic oxide As ₂ O ₅	1303-28-2	1,4	P011	1 (0.454)
Arsenic pentoxide	1303-28-2	1,4	P011	1 (0.454)
Arsenic trichloride	7784-34-1	1		1 (0.454)
Arsenic trioxide	1327-53-3	1,4	P012	1 (0.454)
Arsenic trisulfide	1303-33-9	1		1 (0.454)
Arsine, diethyl-	692-42-2	4	P038	1 (0.454)
Arsinic acid, dimethyl-	75-60-5	4	U136	1 (0.454)
Arsinous dichloride, phenyl-	696-26-6	4	P036	1 (0.454)
Asbestos†††	1332-21-4	2,3		1 (0.454)
Auramine	492-80-8	4	U014	100 (45.4)
Azaserine	115-02-6	4	U015	1 (0.454)
Aziridine	151-58-4	3,4	P054	1 (0.454)
Aziridine, 2-methyl-	75-55-8	3,4	P067	1 (0.454)
Azino[2',3':3,4]pyrrolo[1,2-a]indole-4,7-dione, 6-amino-8-[[[aminocarbonyl]oxy]methyl]-1,1a,2,8,8a,8b-hexahydro-8a-methoxy-5-methyl-, [1aS-(1aalpha,8beta,8alpha,8balpha)]-	50-07-7	4	U010	10 (4.54)
Barban	101279	4	U280	10 (4.54)
Barium cyanide	542-62-1	1,4	P013	10 (4.54)
Bendiocarb	22781233	4	U278	100 (45.4)
Bendiocarb phenol	22961826	4	U364	1000 (454)
Benomyl	17804352	4	U271	10 (4.54)
Benz[<i>j</i>]aceanthrylene, 1,2-dihydro-3-methyl-	56-49-5	4	U157	10 (4.54)
Benz[<i>c</i>]acridine	225-51-4	4	U016	100 (45.4)
Benzal chloride	98-87-3	4	U017	5000 (2270)
Benzamide, 3,5-dichloro-N-(1,1-dimethyl-2-propynyl)-	23950-58-5	4	U192	5000 (2270)
Benz[<i>a</i>]anthracene	56-55-3	2,4	U018	10 (4.54)
1,2-Benzanthracene	56-55-3	2,4	U018	10 (4.54)
Benz[<i>a</i>]anthracene, 7,12-dimethyl-	57-97-6	4	U094	1 (0.454)
Benzenamine	62-53-3	1,3,4	U012	5000 (2270)
Benzenamine, 4,4'-carbonimidoylbis (N,N dimethyl-	492-60-8	4	U014	100 (45.4)
Benzenamine, 4-chloro-	106-47-8	4	P024	1000 (454)
Benzenamine, 4-chloro-2-methyl-, hydrochloride	3165-93-3	4	U049	100 (45.4)
Benzenamine, N,N-dimethyl-4-(phenylazo)-	60-11-7	3,4	U093	10 (4.54)
Benzenamine, 2-methyl-	95-53-4	3,4	U328	100 (45.4)
Benzenamine, 4-methyl-	106-49-0	4	U353	100 (45.4)
Benzenamine, 4,4'-methylenebis [2-chloro-	101-14-4	3,4	U158	10 (4.54)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4--LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES--Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RO pounds (Kg)
Benzenamine, 2-methyl-hydrochloride	636-21-5	4	U222	100 (45.4)
Benzenamine, 2-methyl-5-nitro-	99-55-8	4	U181	100 (45.4)
Benzenamine, 4-nitro-	103-01-6	4	P077	5000 (2270)
Benzene*	71-43-2	1,2,3,4	U019	10 (4.54)
Benzeneacetic acid, 4-chloro- <i>o</i> -(4-chlorophenyl)- <i>o</i> -hydroxy-, ethyl ester.	510-15-6	3,4	U038	10 (4.54)
Benzene, 1-bromo-4-phenoxy-	101-55-3	2,4	U030	100 (45.4)
Benzenebutanoic acid, 4-[bis(2-chloroethyl)amino]-	305-03-3	4	U035	10 (4.54)
Benzene, chloro-	108-90-7	1,2,3,4	U037	100 (45.4)
Benzene, (chloromethyl)-	100-44-7	1,3,4	P028	100 (45.4)
Benzenediamine, ar-methyl-	95-80-7	3,4	U221	10 (4.54)
	496-72-0			
	823-40-5			
	25376-45-8			
1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	117-81-7	2,3,4	U028	100 (45.4)
1,2-Benzenedicarboxylic acid, dibutyl ester	84-74-2	1,2,3,4	U069	10 (4.54)
1,2-Benzenedicarboxylic acid, diethyl ester	84-66-2	2,4	U088	1000 (454)
1,2-Benzenedicarboxylic acid, dimethyl ester	131-11-3	2,3,4	U102	5000 (2270)
1,2-Benzenedicarboxylic acid, dioctyl ester	117-84-0	2,4	U107	5000 (2270)
Benzene, 1,2-dichloro-	95-50-1	1,2,4	U070	100 (45.4)
Benzene, 1,3-dichloro-	541-73-1	2,4	U071	100 (45.4)
Benzene, 1,4-dichloro-	106-46-7	1,2,3,4	U072	100 (45.4)
Benzene, 1,1'-(2,2-dichloroethyldiene) bis[4-chloro-	72-54-8	1,2,4	U060	1 (0.454)
Benzene, (dichloromethyl)-	98-87-3	4	U017	5000 (2270)
Benzene, 1,3-diisocyanatomethyl-	91-08-7	3,4	U223	100 (45.4)
	584-84-9			
	26471-62-5			
Benzene, dimethyl-	1330-20-7	1,3,4	U239	100 (45.4)
1,3-Benzenediol	108-46-3	1,4	U201	5000 (2270)
1,2-Benzenediol, 4-[1-hydroxy-2-(methyl amino)ethyl]-	51-43-4	4	P042	1000 (454)
Benzeneethanamine, alpha, alpha-dimethyl-	122-09-8	4	P046	5000 (2270)
Benzene, hexachloro-	118-74-1	2,3,4	U127	10 (4.54)
Benzene, hexahydro-	110-82-7	1,4	U056	1000 (454)
Benzene, methyl-	108-89-3	1,2,3,4	U220	1000 (454)
Benzene, 1-methyl-2,4-dinitro-	121-14-2	1,2,3,4	U105	10 (4.54)
Benzene, 2-methyl-1,3-dinitro-	606-20-2	1,2,4	U106	100 (45.4)
Benzene, (1-methylethyl)-	98-62-8	3,4	U055	5000 (2270)
Benzene, nitro-	98-95-3	1,2,3,4	U169	1000 (454)
Benzene, pentachloro-	608-93-5	4	U183	10 (4.54)
Benzene, pentachloronitro-	82-68-8	3,4	U185	100 (45.4)
Benzenesulfonic acid chloride	98-09-9	4	U020	100 (45.4)
Benzenesulfonyl chloride	98-09-9	4	U020	100 (45.4)
Benzene, 1,2,4,5-tetrachloro-	95-94-3	4	U207	5000 (2270)
Benzenethiol	108-98-5	4	P014	100 (45.4)
Benzene, 1,1'-(2,2,2-trichloroethyldiene) bis[4-chloro-	50-29-3	1,2,4	U061	1 (0.454)
Benzene, 1,1'-(2,2,2-trichloroethyldiene) bis[4-methoxy-	72-43-5	1,3,4	U247	1 (0.454)
Benzene, (trichloromethyl)-	98-07-7	3,4	U023	10 (4.54)
Benzene, 1,3,5-trinitro-	99-35-4	4	U234	10 (4.54)
Benzo[d]ene	92-87-5	2,3,4	U021	1 (0.454)
Benzo[a]anthracene	56-55-3	2,4	U018	10 (4.54)
1,3-Benzodioxole, 5-(1-propenyl)-1	120-58-1	4	U141	100 (45.4)
1,3-Benzodioxole, 5-(2-propenyl)-	94-59-7	4	U203	100 (45.4)
1,3-Benzodioxole, 5-propyl-	94-58-6	4	U090	10 (4.54)
1,3-Benzodioxol-4-ol, 2,2-dimethyl-	22961826	4	U364	1000 (454)
1,3-Benzodioxol-4-ol, 2,2-dimethyl-, methyl carbamate	22781233	4	U278	100 (45.4)
Benzo[b]fluoranthene	205-99-2	2	2	1 (0.454)
Benzo[k]fluoranthene	207-08-9	2	2	5000 (2270)
7-Benzofuranol, 2,3-dihydro-2,2-dimethyl-	1563388	4	U367	10 (4.54)
7-Benzofuranol, 2,3-dihydro-2,2-dimethyl-, methylcarbamate.	1563-66-2	1,4	P127	10 (4.54)
Benzoic acid	65-85-0	1	1	5000 (2270)
Benzoic acid, 2-hydroxy-, compd. with (3a5-cis)-1,2,3,3a,8,8a-hexahydro-1,3a,8-trimethylpyrrolo[2,3-b]indol-5-yl methylcarbamate ester (1:1).	57647	4	P188	100 (45.4)
Benzonitrile	100-47-0	1	1	5000 (2270)
Benzo[rs]pentaphene	189-55-9	4	U064	10 (4.54)
Benzo[ghi]perylene	191-24-2	2	2	5000 (2270)
2H-1-Benzopyran-2-one, 4-hydroxy-3-(3-oxo-1-phenylbutyl)-, & salts.	81-81-2	4	P001 U248	100 (45.4)

Environmental Protection Agency

§ 302.4

TABLE 302.4--LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES--Continued

[Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Benzo[a]pyrene	50-32-8	2,4	U022	1 (0.454)
3,4-Benzopyrene	50-32-8	2,4	U022	1 (0.454)
p-Benzoquinone	106-51-4	3,4	U197	10 (4.54)
Benzotrichloride	98-07-7	3,4	U023	10 (4.54)
Benzoyl chloride	98-08-4	1		1000 (454)
Benzyl chloride	100-44-7	1,3,4	P028	100 (45.4)
Beryllium ††	7440-41-7	2,3,4	P015	10 (4.54)
BERYLLIUM AND COMPOUNDS	N.A.	2,3		--
Beryllium chloride	7787-47-5	1		1 (0.454)
Beryllium compounds	N.A.	2,3		--
Beryllium fluoride	7787-49-7	1		1 (0.454)
Beryllium nitrate	13597-99-4	1		1 (0.454)
	7787-55-5			
Beryllium powder ††	7440-41-7	2,3,4	P015	10 (4.54)
alpha-BHC	319-84-6	2		10 (4.54)
beta-BHC	319-85-7	2		1 (0.454)
delta-BHC	319-86-8	2		1 (0.454)
gamma-BHC	58-89-9	1,2,3,4	U129	1 (0.454)
2,2'-Bioxirane	1464-53-5	4	U085	10 (4.54)
Biphenyl	92-52-4	3		100 (45.4)
[1,1'-Biphenyl]-4,4'-diamine	92-67-5	2,3,4	U021	1 (0.454)
[1,1'-Biphenyl]-4,4'-diamine,3,3'-dichloro-	91-94-1	2,3,4	U073	1 (0.454)
[1,1'-Biphenyl]-4,4'-diamine,3,3'-dimethoxy-	119-90-4	3,4	U091	100 (45.4)
[1,1'-Biphenyl]-4,4'-diamine,3,3'-dimethyl-	119-93-7	3,4	U095	10 (4.54)
Bis(2-chloroethoxy) methane	111-91-1	2,4	U024	1000 (454)
Bis(2-chloroethyl) ether	111-44-4	2,3,4	U025	10 (4.54)
Bis(chloromethyl) ether	542-88-1	2,3,4	P016	10 (4.54)
Bis(2-ethylhexyl) phthalate	117-81-7	3,4	U028	100 (45.4)
Bromoacetone	598-31-2	4	P017	1000 (454)
Bromoform	75-25-2	2,3,4	U225	100 (45.4)
Bromomethane	74-83-9	2,3,4	U029	1000 (454)
4-Bromophenyl phenyl ether	191-55-3	2,4	U030	100 (45.4)
Brucine	357-57-3	4	P018	100 (45.4)
1,3-Butadiene	106-99-0	3		10 (4.54)
1,3-Butadiene, 1,1,2,3,4,4-hexachloro-	87-68-3	2,3,4	U128	1 (0.454)
1-Butanamine, N-butyl-N-nitroso-	924-16-3	4	U172	10 (4.54)
1-Butanol	71-36-3	4	U031	5000 (2270)
2-Butanone	78-93-3	3,4	U159	5000 (2270)
2-Butanone, 3,3-dimethyl-1(methylthio)-, O-[(methylamino)carbonyl] oxime.	39196-18-4	4	P045	100 (45.4)
2-Butanone peroxide	1338-23-4	4	U160	10 (4.54)
2-Butenal	123-73-9	1,4	U053	100 (45.4)
	4170-30-3			
2-Butene, 1,4-dichloro-	764-41-0	4	U074	1 (0.454)
2-Butenoic acid, 2-methyl-, 7-[[2,3-dihydroxy-2-(1-methoxyethyl)-3-methyl-1-oxobutoxy] methyl]-2,3, 5,7a-tetrahydro-1H-pyrrolizin-1-yl ester, [1S-[1alpha(2), 7(2S*,3R*), 7aalpha]]-	303-34-4	4	U143	10 (4.54)
Butyl acetate	123-86-4	1		5000 (2270)
iso-Butyl acetate	110-19-0			
sec-Butyl acetate	105-46-4			
tert-Butyl acetate	540-68-5			
n-Butyl alcohol	71-36-3	4	U031	5000 (2270)
Butylamine	109-73-9	1		1000 (454)
iso-Butylamine	78-81-9			
sec-Butylamine	513-49-5			
	13952-64-6			
tert-Butylamine	75-64-9			
Butyl benzyl phthalate	85-68-7	2		100 (45.4)
n-Butyl phthalate	84-74-2	1,2,3,4	U089	10 (4.54)
Butyric acid	107-92-6	1		5000 (2270)
iso-Butyric acid	79-31-2			
Cacodylic acid	75-60-5	4	U136	1 (0.454)
Cadmium ††	7440-43-9	2		10 (4.54)
Cadmium acetate	543-90-8	1		10 (4.54)
CADMIUM AND COMPOUNDS	N.A.	2,3		--
Cadmium bromide	7789-42-6	1		10 (4.54)
Cadmium chloride	10108-64-2	1		10 (4.54)
Cadmium compounds	N.A.	2,3		--

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Calcium arsenate	7778-44-1	1		1 (0.454)
Calcium arsenite	52740-16-6	1		1 (0.454)
Calcium carbide	75-20-7	1		10 (4.54)
Calcium chromate	13765-19-0	1,4	U032	10 (4.54)
Calcium cyanamide	156-62-7	3		1000 (454)
Calcium cyanide Ca(CN) ₂	592-01-8	1,4	P021	10 (4.54)
Calcium dodecylbenzenesulfonate	26264-06-2	1		1000 (454)
Calcium hypochlorite	7778-54-3	1		10 (4.54)
Captan	133-06-2	1,3		10 (4.54)
Carbamic acid, 1H-benzimidazol-2-yl, methyl ester	10605217	4	U372	10 (4.54)
Carbamic acid, [1-[(butylamino)carbonyl]-1H-benzimidazol-2-yl]-, methyl ester	17804352	4	U271	10 (4.54)
Carbamic acid, (3-chlorophenyl)-, 4-chloro-2-butyl ester	101279	4	U280	10 (4.54)
Carbamic acid, [[dibutylamino]thio]methyl-, 2,3-dihydro-2,2-dimethyl-7-benzofuran ester	55285148	4	P189	1000 (454)
Carbamic acid, dimethyl-, 1-[(dimethyl-amino)carbonyl]-5-methyl-1H-pyrazol-3-yl ester	644644	4	P191	1 (0.454)
Carbamic acid, dimethyl-, 3-methyl-1-(1-methylethyl)-1H-pyrazol-5-yl ester	119380	4	P192	100 (45.4)
Carbamic acid, ethyl ester	51-79-6	3,4	U238	100 (45.4)
Carbamic acid, methyl-, 3-methylphenyl ester	1129415	4	P190	1000 (454)
Carbamic acid, methylnitroso-, ethyl ester	615-53-2	4	U178	1 (0.454)
Carbamic acid, [1,2-phenylenebis(iminocarbonothioyl)]bis-, dimethyl ester	23564058	4	U409	10 (4.54)
Carbamic acid, phenyl-, 1-methylethyl ester	122429	4	U373	1000 (454)
Carbamic chloride, dimethyl-	79-44-7	3,4	U097	1 (0.454)
Carbamodithioic acid, 1,2-ethanediybis-, salts & esters	111-54-6	4	U114	5000 (2270)
Carbamothioic acid, bis(1-methylethyl)-, S-(2,3-dichloro-2-propenyl) ester	2303-16-4	4	U062	100 (45.4)
Carbamothioic acid, bis(1-methylethyl)-, S-(2,3,3-trichloro-2-propenyl) ester	2303175	4	U389	100 (45.4)
Carbamothioic acid, dipropyl-, S-(phenylmethyl) ester	52888809	4	U387	5000 (2270)
Carbaryl	63-25-2	1,3,4	U279	100 (45.4)
Carbendazim	10605217	4	U372	10 (4.54)
Carboluran	1563-66-2	1,4	P127	10 (4.54)
Carboluran phenol	1563388	4	U367	10 (4.54)
Carbon disulfide	75-15-0	1,3,4	P022	100 (45.4)
Carbonic acid, diethidium(1+) salt	6533-73-9	4	U215	100 (45.4)
Carbonic dichloride	75-44-5	1,3,4	P095	10 (4.54)
Carbonic difluoride	353-50-4	4	U033	1000 (454)
Carbonochloric acid, methyl ester	79-22-1	4	U156	1000 (454)
Carbon oxyfluoride	353-50-4	4	U033	1000 (454)
Carbon tetrachloride	56-23-5	1,2,3,4	U211	10 (4.54)
Carbonyl sulfide	463-58-1	3		100 (45.4)
Carbosulfan	55285148	4	P189	1000 (454)
Catechol	120-80-9	3		100 (45.4)
Chloral	75-87-6	4	U034	5000 (2270)
Chloramben	133-90-4	3		100 (45.4)
Chlorambucil	305-03-3	4	U035	10 (4.54)
Chlordane	57-74-9	1,2,3,4	U036	1 (0.454)
Chlordane, alpha & gamma isomers	57-74-9	1,2,3,4	U036	1 (0.454)
CHLORDANE (TECHNICAL MIXTURE AND METABOLITES)	57-74-9	1,2,3,4	U036	1 (0.454)
CHLORINATED BENZENES	N.A.	2		**
Chlorinated camphene	8001-35-2	1,2,3,4	P123	1 (0.454)
CHLORINATED ETHANES	N.A.	2		**
CHLORINATED NAPHTHALENE	N.A.	2		**
CHLORINATED PHENOLS	N.A.	2		**
Chlorone	7782-50-5	1,3		10 (4.54)
Chlorophazine	494-03-1	4	U026	100 (45.4)
Chloroacetaldehyde	107-20-0	4	P023	1000 (454)
Chloroacetic acid	79-11-8	3		100 (45.4)
2-Chloroacetophenone	532-27-4	3		100 (45.4)
CHLOROALKYL ETHERS	N.A.	2		**
p-Chloroaniline	106-47-8	4	P024	1000 (454)
Chlorobenzene	108-90-7	1,2,3,4	U037	100 (45.4)
Chlorobenzilate	510-15-6	3,4	U038	10 (4.54)
p-Chloro-m-cresol	59-50-7	2,4	U039	5000 (2270)
Chlorodibromomethane	124-48-1	2		100 (45.4)

Environmental Protection Agency

§ 302.4

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
1-Chloro-2,3-epoxypropane	106-89-8	1,3,4	U041	100 (45.4)
Chloroethane	75-00-3	2,3		100 (45.4)
2-Chloroethyl vinyl ether	110-75-8	2,4	U042	1000 (454)
Chloroform	67-66-3	1,2,3,4	U044	10 (4.54)
Chloromethane	74-87-3	2,3,4	U045	100 (45.4)
Chloromethyl methyl ether	107-30-2	3,4	U046	10 (4.54)
beta-Chloronaphthalene	91-58-7	2,4	U047	5000 (2270)
2-Chloronaphthalene	91-58-7	2,4	U047	5000 (2270)
2-Chlorophenol	95-57-8	2,4	U048	100 (45.4)
o-Chlorophenol	95-57-8	2,4	U048	100 (45.4)
4-Chlorophenyl phenyl ether	7005-72-3	2		5000 (2270)
1-(o-Chlorophenyl)thiourea	5344-82-1	4	P026	100 (45.4)
Chloroprene	126-99-8	3		100 (45.4)
3-Chloropropionitrile	542-76-7	4	P027	1000 (454)
Chlorosulfonic acid	7790-94-5	1		1000 (454)
4-Chloro-o-toluidine, hydrochloride	3165-93-3	4	U049	100 (45.4)
Chlorpyrifos	2921-88-2	1		1 (0.454)
Chromic acetate	1066-30-4	1		1000 (454)
Chromic acid	11115-74-5	1		10 (4.54)
	7738-94-5			
Chromic acid H2CrO4, calcium salt	13765-19-0	1,4	U032	10 (4.54)
Chromic sulfate	10101-53-8	1		1000 (454)
Chromium ††	7440-47-3	2		5000 (2270)
CHROMIUM AND COMPOUNDS	N.A.	2,3		..
Chromium Compounds	N.A.	2,3		..
Chromous chloride	10049-05-5	1		1000 (454)
Chrysene	218-01-9	2,4	U050	100 (45.4)
Cobalt Compounds	N.A.	3		..
Cobaltous bromide	7789-43-7	1		1000 (454)
Cobaltous formate	544-18-3	1		1000 (454)
Cobaltous sulfamate	14017-41-5	1		1000 (454)
Coke Oven Emissions	N.A.	3		1 (0.454)
Copper ††	7440-50-8	2		5000 (2270)
COPPER AND COMPOUNDS	N.A.	2		..
Copper cyanide Cu(CN)	544-92-3	4	P029	10 (4.54)
Coumaphos	56-72-4	1		10 (4.54)
Cresote	N.A.	4	U051	1 (0.454)
Cresol (cresylic acid)	1319-77-3	1,3,4	U052	100 (45.4)
m-Cresol	108-39-4	3		100 (45.4)
o-Cresol	95-48-7	3		100 (45.4)
p-Cresol	106-44-5	3		100 (45.4)
Cresols (isomers and mixture)	1319-77-3	1,3,4	U052	100 (45.4)
Cresylic acid (isomers and mixture)	1319-77-3	1,3,4	U052	100 (45.4)
Crotonaldehyde	123-73-9	1,4	U053	100 (45.4)
	4170-30-3			
Cumene	98-82-8	3,4	U055	5000 (2270)
m-Cumanyl methylcarbamate	64006	4	P202	10 (4.54)
Cupric acetate	142-71-2	1		100 (45.4)
Cupric acetoarsenite	12002-03-8	1		1 (0.454)
Cupric chloride	7447-39-4	1		10 (4.54)
Cupric nitrate	3251-23-8	1		100 (45.4)
Cupric oxalate	5893-66-3	1		100 (45.4)
Cupric sulfate	7758-98-7	1		10 (4.54)
Cupric sulfate, ammoniated	10380-29-7	1		100 (45.4)
Cupric tartrate	815-82-7	1		100 (45.4)
Cyanide Compounds	N.A.	2,3		..
CYANIDES	N.A.	2,3		..
Cyanides (soluble salts and complexes) not otherwise specified.	N.A.	4	P030	10 (4.54)
Cyanogen	460-19-5	4	P031	100 (45.4)
Cyanogen bromide (CN)Br	506-68-3	4	U246	1000 (454)
Cyanogen chloride (CN)Cl	506-77-4	1,4	P033	10 (4.54)
2,5-Cyclohexadiene-1,4-dione	108-51-4	3,4	U197	10 (4.54)
Cyclohexane	110-82-7	1,4	U056	1000 (454)
Cyclohexane, 1,2,3,4,5,6-hexachloro-, (1α, 2α, 3β-, 4α, 5α, 6β)	58-89-9	1,2,3,4	U129	1 (0.454)
Cyclohexanone	108-94-1	4	U057	5000 (2270)
2-Cyclohexyl-4,6-dinitrophenol	131-89-5	4	P034	100 (45.4)
1,3-Cyclopentadiene, 1,2,3,4,5-hexachloro-	77-47-4	1,2,3,4	U130	10 (4.54)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Cyclophosphamide	50-18-0	4	U058	10 (4.54)
2,4-D Acid	94-75-7	1,3,4	U240	100 (45.4)
2,4-D Ester	94-11-1	1		100 (45.4)
	94-79-1			
	94-80-4			
	1320-18-9			
	1928-38-7			
	1928-61-6			
	1929-73-3			
	2971-38-2			
	25168-26-7			
	53467-11-1			
2,4-D, salts and esters	94-75-7	1,3,4	U240	100 (45.4)
Daunomycin	20830-81-3	4	U059	10 (4.54)
DDD	72-54-8	1,2,4	U060	1 (0.454)
4,4'-DDD	72-54-8	1,2,4	U060	1 (0.454)
DDE ^b	72-55-9	2		1 (0.454)
DDE ^b	3547-04-4	3		5000 (2270)
4,4'-DDE	72-55-9	2		1 (0.454)
DDT	50-29-3	1,2,4	U061	1 (0.454)
4,4'-DDT	50-29-3	1,2,4	U061	1 (0.454)
DDT AND METABOLITES	N.A.	2		**
DEHP	117-81-7	2,3,4	U028	100 (45.4)
Diallate	2303-16-4	4	U062	100 (45.4)
Diazinon	333-41-5	1		1 (0.454)
Diazomethane	334-88-3	3		100 (45.4)
Dibenz[a,h]anthracene	53-70-3	2,4	U063	1 (0.454)
1,2,5,6-Dibenzanthracene	53-70-3	2,4	U063	1 (0.454)
Dibenzo[a,h]anthracene	53-70-3	2,4	U063	1 (0.454)
Dibenzofuran	132-64-9	3		100 (45.4)
Dibenzo[a,i]pyrene	189-55-9	4	U064	10 (4.54)
1,2-Dibromo-3-chloropropane	96-12-8	3,4	U066	1 (0.454)
Dibromomethane	106-93-4	1,3,4	U067	1 (0.454)
Dibutyl phthalate	84-74-2	1,2,3,4	U069	10 (4.54)
Di-n-butyl phthalate	84-74-2	1,2,3,4	U069	10 (4.54)
Dicamba	1918-00-9	1		1000 (454)
Dichlobenil	1194-65-6	1		100 (45.4)
Dichloro	117-80-6	1		1 (0.454)
Dichlorobenzene	25321-22-6	1		100 (45.4)
1,2-Dichlorobenzene	95-50-1	1,2,4	U070	100 (45.4)
1,3-Dichlorobenzene	541-73-1	2,4	U071	100 (45.4)
1,4-Dichlorobenzene	106-46-7	1,2,3,4	U072	100 (45.4)
m-Dichlorobenzene	541-73-1	2,4	U071	100 (45.4)
o-Dichlorobenzene	95-50-1	1,2,4	U070	100 (45.4)
p-Dichlorobenzene	106-46-7	1,2,3,4	U072	100 (45.4)
DICHLOROBENZIDINE	N.A.	2		**
3,3'-Dichlorobenzidine	91-94-1	2,3,4	U073	1 (0.454)
Dichlorobromomethane	75-27-4	2		5000 (2270)
1,4-Dichloro-2-butene	764-41-0	4	U074	1 (0.454)
Dichlorodifluoromethane	75-71-8	4	U075	5000 (2270)
1,1-Dichloroethane	75-34-3	2,3,4	U076	1000 (454)
1,2-Dichloroethane	107-06-2	1,2,3,4	U077	100 (45.4)
1,1-Dichloroethylene	75-35-4	1,2,3,4	U078	100 (45.4)
1,2-Dichloroethylene	156-60-5	2,4	U079	1000 (454)
Dichloroethyl ether	111-44-4	2,3,4	U025	10 (4.54)
Dichloroisopropyl ether	108-60-1	2,4	U027	1000 (454)
Dichloromethane	75-09-2	2,3,4	U080	1000 (454)
Dichloromethoxyethane	111-91-1	2,4	U024	1000 (454)
Dichloromethyl ether	542-88-1	2,3,4	P016	10 (4.54)
2,4-Dichlorophenol	120-83-2	2,4	U081	100 (45.4)
2,6-Dichlorophenol	87-65-0	4	U082	100 (45.4)
Dichlorophenylarsine	696-28-6	4	P036	1 (0.454)
Dichloropropane	26638-19-7	1		1000 (454)
1,1-Dichloropropane	78-89-9			
1,3-Dichloropropane	142-28-9			
1,2-Dichloropropane	78-87-5	1,2,3,4	U083	1000 (454)
Dichloropropane—Dichloropropene (mixture)	8003-19-8	1		100 (45.4)
Dichloropropene	26952-23-8	1		100 (45.4)
2,3-Dichloropropene	78-88-6			

Environmental Protection Agency

§ 302.4

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
1,3-Dichloropropene	542-75-6	1,2,3,4	U084	100 (45.4)
2,2-Dichloropropionic acid	75-99-0	1		5000 (2270)
Dichlorvos	62-73-7	1,3		10 (4.54)
Dicofol	115-32-2	1		10 (4.54)
Dieldrin	60-57-1	1,2,4	P037	1 (0.454)
1,2:3,4-Diepoxybutane	1464-53-5	4	U085	10 (4.54)
Diethanolamine	111-42-2	3		100 (45.4)
Diethylamine	109-89-7	1		100 (45.4)
N,N-Diethylamine	91-66-7	3		1000 (454)
Diethylarsine	692-42-2	4	P038	1 (0.454)
1,4-Diethyleneoxide	123-91-1	3,4	U108	100 (45.4)
Diethylene glycol, dicarbamate	5952261	4	U395	5000 (2270)
Diethylhexyl phthalate	117-81-7	2,3,4	U028	100 (45.4)
N,N'-Diethylhydrazine	1615-80-1	4	U086	10 (4.54)
O,O-Diethyl S-methyl dithiophosphate	3288-58-2	4	U087	5000 (2270)
Diethyl-p-nitrophenyl phosphate	311-45-5	4	P041	100 (45.4)
Diethyl phthalate	84-66-2	2,4	U088	1000 (454)
O,O-Diethyl O-pyrazinyl phosphorothioate	297-97-2	4	P040	100 (45.4)
Diethylstilbestrol	56-53-1	4	U089	1 (0.454)
Diethyl sulfate	64-67-5	3		10 (4.54)
Dihydrosofrole	94-58-6	4	U090	10 (4.54)
Diisopropylfluorophosphate (DFP)	55-91-4	4	P043	100 (45.4)
1,4:5,8-Dimethanonaphthalene, 1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a-hexahydro-, (1alpha,4alpha,4beta,5alpha,8alpha,8beta)-	309-00-2	1,2,4	P004	1 (0.454)
1,4:5,8-Dimethanonaphthalene, 1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a-hexahydro-, (1alpha,4alpha,4beta,5beta,8beta,8beta)-	465-73-6	4	P060	1 (0.454)
2,7:3,6-Dimethanonaphth[2,3-b]oxirane,3,4,5,6,9,9-hexachloro-1a,2,2a,3,6,6a,7,7a-octahydro-, (1alpha,2beta,2alpha,3beta,6beta,6alpha,7beta,7alpha)-	60-57-1	1,2,4	P037	1 (0.454)
2,7:3,6-Dimethanonaphth[2,3-b]oxirene,3,4,5,6,9,9-hexachloro-1a,2,2a,3,6,6a,7,7a-octahydro-, (1alpha,2beta,2alpha,3beta,3alpha,6alpha,6beta,7beta,7alpha)-, & metabolites.	72-20-8	1,2,4	P051	1 (0.454)
Dimethoate	60-51-5	4	P044	10 (4.54)
3,3'-Dimethoxybenzidine	119-90-4	3,4	U091	100 (45.4)
Dimethylamine	124-40-3	1,4	U092	1000 (454)
Dimethyl aminoazobenzene	60-11-7	3,4	U093	10 (4.54)
p-Dimethylaminoazobenzene	60-11-7	3,4	U093	10 (4.54)
N,N-Dimethylaniline	121-69-7	3		100 (45.4)
7,12-Dimethylbenz[a]anthracene	57-97-6	4	U094	1 (0.454)
3,3'-Dimethylbenzidine	119-93-7	3,4	U095	10 (4.54)
alpha,alpha-Dimethylbenzylhydroperoxide	80-15-9	4	U096	10 (4.54)
Dimethylcarbamoyl chloride	79-44-7	3,4	U097	1 (0.454)
Dimethylformamide	68-12-2	3		100 (45.4)
1,1-Dimethylhydrazine	57-14-7	3,4	U098	10 (4.54)
1,2-Dimethylhydrazine	540-73-8	4	U099	1 (0.454)
alpha,alpha-Dimethylphenethylamine	122-09-8	4	P046	5000 (2270)
2,4-Dimethylphenol	105-67-9	2,4	U101	100 (45.4)
Dimethyl phthalate	131-11-3	2,3,4	U102	5000 (2270)
Dimethyl sulfate	77-79-1	3,4	U103	100 (45.4)
Dimethan	644644	4	P091	1 (0.454)
Dinitrobenzene (mixed)	25154-54-5	1		100 (45.4)
m-Dinitrobenzene	99-65-0			
o-Dinitrobenzene	528-29-0			
p-Dinitrobenzene	100-25-4			
4,6-Dinitro-o-cresol, and salts	534-52-1	2,3,4	P047	10 (4.54)
Dinitrophenol	25550-58-7	1		10 (4.54)
2,5-Dinitrophenol	329-71-5			
2,6-Dinitrophenol	573-56-8			
2,4-Dinitrophenol	51-28-5	1,2,3,4	P048	10 (4.54)
Dinitrotoluene	25321-14-6	1,2		10 (4.54)
3,4-Dinitrotoluene	610-39-9			
2,4-Dinitrotoluene	121-14-2	1,2,3,4	U105	10 (4.54)
2,6-Dinitrotoluene	606-20-2	1,2,4	U106	100 (45.4)
Dinoseb	88-85-7	4	P020	1000 (454)
Di-n-octyl phthalate	117-84-0	2,4	U107	5000 (2270)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued

[Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
1,4-Dioxane	123-91-1	3,4	U108	100 (45.4)
DIPHENYLHYDRAZINE	N.A.	2		**
1,2-Diphenylhydrazine	122-66-7	2,3,4	U109	10 (4.54)
Diphosphoramidate, octamethyl-	152-18-9	4	P085	100 (45.4)
Diphosphoric acid, tetraethyl ester	107-49-3	1,4	P111	30 (4.54)
Dipropylamine	142-84-7	4	U110	5000 (2270)
Di-n-propylnitrosamine	621-64-7	2,4	U111	10 (4.54)
Diquat	85-00-7	1		1000 (454)
	2764-72-9			
Disulfoton	298-04-4	1,4	P039	1 (0.454)
Dithiobiuret	541-53-7	4	P049	100 (45.4)
1,3-Dithiolane-2-carboxaldehyde, 2,4-dimethyl-, O-[(methylamino)-carbonyl]oxime.	26419738	4	P185	100 (45.4)
Duron	330-54-1	1		100 (45.4)
Dodecylbenzenesulfonic acid	27176-87-0	1		1000 (454)
Endosulfan	115-29-7	1,2,4	P050	1 (0.454)
alpha-Endosulfan	959-98-8	2		1 (0.454)
beta-Endosulfan	33213-65-9	2		1 (0.454)
ENDOSULFAN AND METABOLITES	N.A.	2		**
Endosulfan sulfate	1031-07-8	2		1 (0.454)
Endosulfan	145-73-3	4	P088	1000 (454)
Endrin	72-20-8	1,2,4	P051	1 (0.454)
Endrin aldehyde	7421-93-4	2		1 (0.454)
ENDRIN AND METABOLITES	N.A.	2		**
Endrin, & metabolites	72-20-8	1,2,4	P051	1 (0.454)
Epichlorohydrin	106-89-8	1,3,4	U043	100 (45.4)
Epinephrine	51-43-4	4	P042	1000 (454)
1,2-Epoxybutane	106-88-7	3		100 (45.4)
Ethanal	75-07-0	1,3,4	U001	1000 (454)
Ethylamine, N,N-diethyl-	321-44-8	1,3,4	U404	5000 (2270)
Ethylamine, N-ethyl-N-nitroso-	55-18-5	4	U174	1 (0.454)
1,2-Ethanediamine, N,N-dimethyl-N'-2-pyridinyl-N'-(2-thienylmethyl)-	91-80-5	4	U155	5000 (2270)
Ethane, 1,2-dibromo-	106-93-4	1,3,4	U067	1 (0.454)
Ethane, 1,1-dichloro-	75-34-3	2,3,4	U076	1000 (454)
Ethane, 1,2-dichloro-	107-06-2	1,2,3,4	U077	100 (45.4)
Ethanedinitrile	460-19-5	4	P031	100 (45.4)
Ethane, hexachloro-	67-72-1	2,3,4	U131	100 (45.4)
Ethane, 1,1'-(methylenebis(oxy))bis[2-chloro-	111-91-1	2,4	U024	1000 (454)
Ethane, 1,1'-oxybis-	60-29-7	4	U117	100 (45.4)
Ethane, 1,1'-oxybis[2-chloro-	111-44-4	2,3,4	U025	10 (4.54)
Ethane, pentachloro-	76-01-7	4	U184	10 (4.54)
Ethane, 1,1,1,2-tetrachloro-	630-20-6	4	U208	100 (45.4)
Ethane, 1,1,2,2-tetrachloro-	79-34-5	2,3,4	U209	100 (45.4)
Ethanedithioamide	62-55-5	4	U218	10 (4.54)
Ethane, 1,1,1-trichloro-	71-55-6	2,3,4	U228	1000 (454)
Ethane, 1,1,2-trichloro-	79-00-5	2,3,4	U227	100 (45.4)
Ethanimidothioic acid, 2-(dimethylamino)-N-hydroxy-2-oxo-, methyl ester.	30558431	4	U394	5000 (2270)
Ethanimidothioic acid, 2-(dimethylamino)-N-[[[(methylamino)carbonyloxy]-2-oxo-, methyl ester.	23135220	4	P194	100 (45.4)
Ethanimidothioic acid, N-[[[(methylamino) carbonyloxy]-, methyl ester.	16752-77-5	4	P056	100 (45.4)
Ethanimidothioic acid, N,N'-[thiobis[(methylamino) carbonyloxy]]bis-, dimethyl ester.	59669260	4	U410	100 (45.4)
Ethanol, 2-ethoxy-	110-80-5	4	U359	1000 (454)
Ethanol, 2,2'-(nitrosoimino)bis-	1116-54-7	4	U173	1 (0.454)
Ethanol, 2,2'-oxybis-, dicarbamate	5952261	4	U395	5000 (2270)
Ethanone, 1-phenyl-	98-86-2	3,4	U004	5000 (2270)
Ethene, chloro-	75-01-4	2,3,4	U043	1 (0.454)
Ethane, (2-chloroethoxy)-	110-75-8	2,4	U042	1000 (454)
Ethene, 1,1-dichloro-	75-36-4	1,2,3,4	U078	100 (45.4)
Ethene, 1,2-dichloro-(E)	156-60-5	2,4	U079	1000 (454)
Ethene, tetrachloro-	127-18-4	2,3,4	U210	100 (45.4)
Ethene, trichloro-	79-01-6	1,2,3,4	U228	100 (45.4)
Ethion	563-12-2	1		10 (4.54)
Ethyl acetate	141-78-6	4	U112	5000 (2270)
Ethyl acrylate	140-88-5	3,4	U113	1000 (454)
Ethylbenzene	100-41-4	1,2,3		1000 (454)

Environmental Protection Agency

§ 302.4

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued

[Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Ethyl carbamate	51-79-6	3,4	U238	100 (45.4)
Ethyl chloride	75-00-3	2,3		100 (45.4)
Ethyl cyanide	107-12-0	4	P101	10 (4.54)
Ethylenebisdithiocarbamic acid, salts & esters	111-54-6	4	U114	5000 (2270)
Ethylenediamine	107-15-3	1		5000 (2270)
Ethylenediamine-tetraacetic acid (EDTA)	60-00-4	1		5000 (2270)
Ethylene dibromide	106-93-4	1,3,4	U067	1 (0.454)
Ethylene dichloride	107-06-2	1,2,3,4	U077	100 (45.4)
Ethylene glycol	107-21-1	3		5000 (2270)
Ethylene glycol monoethyl ether	110-80-5	4	U359	1000 (454)
Ethylene oxide	75-21-8	3,4	U115	10 (4.54)
Ethylenethiourea	96-45-7	3,4	U116	10 (4.54)
Ethylenimine	151-56-4	3,4	P054	1 (0.454)
Ethyl ether	60-29-7	4	U117	100 (45.4)
Ethylidene dichloride	75-34-3	2,3,4	U076	1000 (454)
Ethyl methacrylate	97-63-2	4	U118	1000 (454)
Ethyl methanesulfonate	62-50-0	4	U119	1 (0.454)
Famphur	52-65-7	4	P097	1000 (454)
Ferric ammonium citrate	1185-57-5	1		1000 (454)
Ferric ammonium oxalate	2944-67-4	1		1000 (454)
	55488-87-4			
Ferric chloride	7705-09-0	1		1000 (454)
Ferric fluoride	7783-50-8	1		100 (45.4)
Ferric nitrate	10421-48-4	1		1000 (454)
Ferric sulfate	10028-22-5	1		1000 (454)
Ferrous ammonium sulfate	10045-89-3	1		1000 (454)
Ferrous chloride	7758-94-3	1		100 (45.4)
Ferrous sulfate	7720-78-7	1		1000 (454)
	7782-63-0			
Fine mineral fibers ^c	N.A.	3		**
Fluoranthene	206-44-0	2,4	U120	100 (45.4)
Fluorene	86-73-7	2		5000 (2270)
Fluorine	7782-41-4	4	P056	10 (4.54)
Fluoroacetamide	640-19-7	4	P057	100 (45.4)
Fluoroacetic acid, sodium salt	62-74-8	4	P058	10 (4.54)
Formaldehyde	50-00-0	1,3,4	U122	100 (45.4)
Formetanate hydrochloride	23422539	4	P199	100 (45.4)
Formic acid	64-18-6	1,4	U123	5000 (2270)
Formparanale	17702577	4	P197	100 (45.4)
Fulminic acid, mercury(2+)salt	628-86-4	4	P065	10 (4.54)
Fumaric acid	110-17-8	1		5000 (2270)
Furan	110-00-9	4	U124	100 (45.4)
2-Furancarboxaldehyde	98-01-1	1,4	U125	5000 (2270)
2,5-Furandione	108-31-6	1,3,4	U147	5000 (2270)
Furan, tetrahydro-	109-99-9	4	U213	1000 (454)
Furfural	98-01-1	1,4	U125	5000 (2270)
Furfuran	110-00-9	4	U124	100 (45.4)
Glucopyranose, 2-deoxy-2-(3-methyl-3-nitrosoureido)-, D-	18883-66-4	4	U206	1 (0.454)
D-Glucose, 2-deoxy-2-[(methylnitrosoamino)-carbonylamino]-	18883-66-4	4	U208	1 (0.454)
Glycidylaldehyde	765-34-4	4	U126	10 (4.54)
Glycol ethers ^d	N.A.	3		**
Guanidine, N-methyl-N'-nitro-N-nitroso-	70-25-7	4	U163	10 (4.54)
Guthion	66-50-0	1		1 (0.454)
HALOETHERS	N.A.	2		**
HALOMETHANES	N.A.	2		**
Heptachlor	76-44-8	1,2,3,4	P059	1 (0.454)
HEPTACHLOR AND METABOLITES	N.A.	2		**
Heptachlor epoxide	1024-57-3	2		1 (0.454)
Hexachlorobenzene	118-74-1	2,3,4	U127	10 (4.54)
Hexachlorobutadiene	87-68-3	2,3,4	U128	1 (0.454)
HEXACHLOROCYCLOHEXANE (all isomers)	608-73-1	2		**
Hexachlorocyclopentadiene	77-47-4	1,2,3,4	U130	10 (4.54)
Hexachloroethane	67-72-1	2,3,4	U131	100 (45.4)
Hexachlorophene	70-30-4	4	U132	100 (45.4)
Hexachloropropene	1888-71-7	4	U243	1000 (454)
Hexaethyl tetraphosphate	757-56-4	4	P062	100 (45.4)
Hexamethylene-1,6-diisocyanate	822-06-0	3		100 (45.4)
Hexamethylphosphoramide	680-31-9	3		1 (0.454)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 (Note: All Comments/Notes Are Located at the End of This Table)

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Hexane	110-54-3	3		5000 (2270)
Hexone	108-10-1	3,4	U161	5000 (2270)
Hydrazine	302-01-2	3,4	U133	1 (0.454)
Hydrazinecarbothioamide	79-19-6	4	P116	100 (45.4)
Hydrazine, 1,2-diethyl-	1615-80-1	4	U386	10 (4.54)
Hydrazine, 1,1-dimethyl-	57-14-7	3,4	U398	10 (4.54)
Hydrazine, 1,2-dimethyl-	540-73-8	4	U399	1 (0.454)
Hydrazine, 1,2-diphenyl-	122-66-7	2,3,4	U109	10 (4.54)
Hydrazine, methyl-	60-34-4	3,4	P068	10 (4.54)
Hydrochloric acid	7647-01-0	1,3		5000 (2270)
Hydrocyanic acid	74-90-8	1,4	P063	10 (4.54)
Hydrofluoric acid	7664-39-3	1,3,4	U134	100 (45.4)
Hydrogen chloride	7647-01-0	1,3		5000 (2270)
Hydrogen cyanide	74-90-8	1,4	P063	10 (4.54)
Hydrogen fluoride	7664-39-3	1,3,4	U134	100 (45.4)
Hydrogen phosphide	7803-51-2	3,4	P096	100 (45.4)
Hydrogen sulfide H2S	7783-09-4	1,4	U135	100 (45.4)
Hydroperoxide, 1-methyl-1-phenylethyl-	80-15-9	4	U096	10 (4.54)
Hydroquinone	123-31-9	3		100 (45.4)
2-Imidazolidinethione	96-45-7	3,4	U116	10 (4.54)
Indeno(1,2,3-cd)pyrene	193-39-5	2,4	U137	100 (45.4)
Iodomethane	74-88-4	3,4	U136	100 (45.4)
1,3-Isobenzofurandione	85-44-9	3,4	U190	5000 (2270)
Isobutyl alcohol	78-83-1	4	U140	5000 (2270)
Isodrin	465-73-6	4	P060	1 (0.454)
Isolan	119380	4	P192	100 (45.4)
Isophorone	78-59-1	2,3		5000 (2270)
Isoprene	78-79-5	1		100 (45.4)
Isopropanolamine dodecylbenzenesulfonate	42504-46-1	1		1000 (454)
3-Isopropylphenyl N-methylcarbamate	64006	4	P202	10 (4.54)
Isosafrole	120-58-1	4	U141	100 (45.4)
3(2H)-Isoxazolone, 5-(aminomethyl)-	2763-96-4	4	P007	1000 (454)
Kepone	143-50-0	1,4	U142	1 (0.454)
Lasicarpine	303-34-4	4	U143	10 (4.54)
Lead††	7439-92-1	2		10 (4.54)
Lead acetate	301-04-2	1,4	U144	10 (4.54)
LEAD AND COMPOUNDS	N.A.	2,3		''
Lead arsenate	7784-40-9	1		1 (0.454)
	7645-25-2			
	10102-48-4			
Lead, bis(acetato-O)tetrahydroxytri-	1335-32-6	4	U146	10 (4.54)
Lead chloride	7758-95-4	1		10 (4.54)
Lead compounds	N.A.	2,3		''
Lead fluoroborate	13814-96-5	1		10 (4.54)
Lead fluoride	7783-46-2	1		10 (4.54)
Lead iodide	10101-63-0	1		10 (4.54)
Lead nitrate	10099-74-8	1		10 (4.54)
Lead phosphate	7446-27-7	4	U145	10 (4.54)
Lead stearate	1072-35-1	1		10 (4.54)
	7428-48-0			
	52652-59-2			
	56189-09-4			
Lead subacetate	1335-32-6	4	U146	10 (4.54)
Lead sulfate	7446-14-2	1		10 (4.54)
	15739-80-7			
Lead sulfide	1314-87-0	1		10 (4.54)
Lead thiocyanate	592-87-0	1		10 (4.54)
Lindane	58-89-9	1,2,3,4	U129	1 (0.454)
Lindane (all isomers)	58-89-9	1,2,3,4	U129	1 (0.454)
Lithium chromate	14307-35-8	1		10 (4.54)
Malathion	121-75-5	1		100 (45.4)
Maleic acid	110-16-7	1		5000 (2270)
Maleic anhydride	108-31-6	1,3,4	U147	5000 (2270)
Maleic hydrazide	123-33-1	4	U148	5000 (2270)
Malononitrile	109-77-3	4	U149	1000 (454)
Manganese, bis (dimethylcarbamodithioato-S,S')-	15339363	4	P196	10 (4.54)
Manganese Compounds	N.A.	3		''
Manganese dimethylthiocarbamate	15339363	4	P196	10 (4.54)
MDI	101-68-3	3		5000 (2270)

Environmental Protection Agency

§ 302.4

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
MEK	78-93-3	3,4	U159	5000 (2270)
Melphalan	148-82-3	4	U150	1 (0.454)
Mercaplotdimethur	2032-65-7	1,4	P199	10 (4.54)
Mercuric cyanide	592-04-1	1		1(0.454)
Mercuric nitrate	10045-94-0	1		10 (4.54)
Mercuric sulfate	7783-35-9	1		10 (4.54)
Mercuric thiocyanate	592-85-8	1		10 (4.54)
Mercurous nitrate	10415-75-5	1	10 (4.54)	7782-86-7
Mercury	7439-97-6	2,3,4	U151	1 (0.454)
MERCURY AND COMPOUNDS	N.A.	2,3		
Mercury, (acetato-O)phenyl-	62-38-4	4	P092	100 (45.4)
Mercury Compounds	N.A.	2,3		
Mercury fulminate	628-86-4	4	P065	10 (4.54)
Methacrylonitrile	126-98-7	4	U152	1000 (454)
Methanamine, N-methyl-	124-40-3	1,4	U092	1000 (454)
Methanamine, N-methyl-N-nitroso-	62-75-9	2,3,4	P082	10 (4.54)
Methane, bromo-	74-83-9	2,3,4	U029	1000 (454)
Methane, chloro-	74-87-3	2,3,4	U045	100 (45.4)
Methane, chloromethoxy-	107-30-2	3,4	U046	10 (4.54)
Methane, dibromo-	74-95-3	4	U068	1000 (454)
Methane, dichloro-	75-09-2	2,3,4	U080	1000 (454)
Methane, dichlorodifluoro-	75-71-8	4	U075	5000 (2270)
Methane, iodo-	74-88-4	3,4	U138	100 (45.4)
Methane, isocyanato-	624-83-9	3,4	P064	10 (4.54)
Methane, oxybis(chloro-	542-98-1	2,3,4	P016	10 (4.54)
Methanesulfonyl chloride, trichloro-	594-42-3	4	P118	100 (45.4)
Methanesulfonic acid, ethyl ester	62-50-0	4	U119	1 (0.454)
Methane, tetrachloro-	56-23-5	1,2,3,4	U211	10 (4.54)
Methane, tetranitro-	509-14-8	4	P112	10 (4.54)
Methanethiol	74-83-1	1,4	U153	100 (45.4)
Methane, tribromo-	75-25-2	2,3,4	U225	100 (45.4)
Methane, trichloro-	67-66-3	1,2,3,4	U044	10 (4.54)
Methane, trichlorofluoro-	75-69-4	4	U121	5000 (2270)
Methanimidamide, N,N-dimethyl-N'-[3-[[[methyliamino]carbonyloxy]phenyl]-, monohydrochloride.	23422539	4	P198	100 (45.4)
Methanimidamide, N,N-dimethyl-N'-[2-methyl-4-[[[methyliamino] carbonyloxy]phenyl]-, 6,9-Methano-2,4,3-benzodioxathiepin, 6,7,8,9,10,10-hexachloro-1,5,5a,6,9,9a-hexahydro-, 3-oxide.	17702577	4	P197	100 (45.4)
4,7-Methano-1H-indene, 1,4,5,6,7,8,8-heptachloro-3a,4,7,7a-tetrahydro-	115-29-7	1,2,4	P050	1 (0.454)
4,7-Methano-1H-indene, 1,2,4,5,6,7,8,8-octachloro-2,3,3a,4,7,7a-hexahydro-	76-44-8	1,2,3,4	P059	1 (0.454)
Methanol	67-56-1	3,4	U154	5000 (2270)
Methapyrene	91-80-5	4	U155	5000 (2270)
1,3,4-Metheno-2H-cyclobuta[cd]pentalen-2-one, 1,1a,3,3a,4,5,5a,5b,6-decachlorooctahydro-	143-59-0	1,4	U142	1 (0.454)
Methiocarb	2032-65-7	1,4	P199	10 (4.54)
Methomyl	16752-77-5	4	P066	100 (45.4)
Methoxychlor	72-43-5	1,3,4	U247	1 (0.454)
Methyl alcohol	67-56-1	3,4	U154	5000 (2270)
2-Methyl aziridine	75-55-8	3,4	P067	1 (0.454)
Methyl bromide	74-83-9	2,3,4	U029	1000 (454)
1-Methylbutadiene	504-60-9	4	U185	100 (45.4)
Methyl chloride	74-87-3	2,3,4	U045	100 (45.4)
Methyl chlorocarbonate	79-22-1	4	U156	1000 (454)
Methyl chloroform	71-55-6	2,3,4	U226	1000 (454)
3-Methylcholanthrene	56-49-5	4	U157	10 (4.54)
4,4'-Methylenebis(2-chloroaniline)	101-14-4	3,4	U158	10 (4.54)
Methylene bromide	74-95-3	4	U058	1000 (454)
Methylene chloride	75-09-2	2,3,4	U080	1000 (454)
4,4'-Methylenedianiline	101-77-9	3		10 (4.54)
Methylene diphenyl diisocyanate	101-68-8	3		5000 (2270)
Methyl ethyl ketone	78-93-3	3,4	U159	5000 (2270)
Methyl ethyl ketone peroxide	1338-23-4	4	U160	10 (4.54)
Methyl hydrazine	60-34-4	3,4	P068	10 (4.54)
Methyl iodide	74-88-4	3,4	U138	100 (45.4)
Methyl isobutyl ketone	108-10-1	3,4	U161	5000 (2270)
Methyl isocyanate	624-83-9	3,4	P064	10 (4.54)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued

[Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
2-Methylacetonitrile	75-86-5	1,4	P069	10 (4.54)
Methyl mercaptan	74-93-1	1,4	U153	100 (45.4)
Methyl methacrylate	80-62-6	1,3,4	U162	1000 (454)
Methyl parathion	298-00-0	1,4	P071	100 (45.4)
4-Methyl-2-pentanone	108-10-1	3,4	U161	5000 (2270)
Methyl tert-butyl ether	1634-04-4	3		1000 (454)
Methylthiouracil	56-04-2	4	U164	10 (4.54)
Melolcarb	1129415	4	P190	1000 (454)
Mevinphos	7786-34-7	1		10 (4.54)
Mexacarbate	315-18-4	1,4	P128	1000 (454)
Milomycin C	50-07-7	4	U010	10 (4.54)
MNNG	70-25-7	4	U163	10 (4.54)
Monoethylamine	75-04-7	1		100 (45.4)
Monomethylamine	74-89-5	1		100 (45.4)
Naled	300-76-5	1		10 (4.54)
5,12-Naphthacenedione, 8-acetyl-10-[(3-amino-2,3,6-trideoxy-alpha-L-lyxo-hexopyranosyl)oxy]-7,8,9,10-tetrahydro-6,8,11-trihydroxy-1-methoxy-, (8S-cis)-	20830-81-3	4	U059	10 (4.54)
1-Naphthalenamine	134-32-7	4	U167	100 (45.4)
2-Naphthalenamine	91-59-8	4	U168	10 (4.54)
Naphthalenamine, N,N'-bis(2-chloroethyl)-	494-03-1	4	U026	100 (45.4)
Naphthalene	91-20-3	1,2,3,4	U165	100 (45.4)
Naphthalene, 2-chloro-	91-58-7	2,4	U047	5000 (2270)
1,4-Naphthalenedione	130-15-4	4	U166	5000 (2270)
2,7-Naphthalenedisulfonic acid, 3,3'-[(3,3'-dimethyl-(1,1'-biphenyl)-4,4'-diyl)-bis(azo)]bis(5-amino-4-hydroxy)-tetrasodium salt	72-57-1	4	U236	10 (4.54)
1-Naphthalenol, methylcarbamate	63-25-2	1,3,4	U279	100 (45.4)
Naphthelic acid	1338-24-5	1		100 (45.4)
1,4-Naphthoquinone	130-15-4	4	U166	5000 (2270)
alpha-Naphthylamine	134-32-7	4	U167	100 (45.4)
beta-Naphthylamine	91-59-8	4	U168	10 (4.54)
alpha-Naphthylthiourea	86-86-4	4	P072	100 (45.4)
Nickel††	7440-02-0	2		100 (45.4)
Nickel ammonium sulfate	15899-18-0	1		100 (45.4)
NICKEL AND COMPOUNDS	N.A.	2,3		**
Nickel carbonyl Ni(CO)4, (T-4)-	13463-39-3	4	P073	10 (4.54)
Nickel chloride	7718-54-9	1		100 (45.4)
	37211-05-5			
Nickel compounds	N.A.	2,3		**
Nickel cyanide Ni(CN)2	557-19-7	4	P074	10 (4.54)
Nickel hydroxide	12054-48-7	1		10 (4.54)
Nickel nitrate	14216-75-2	1		100 (45.4)
Nickel sulfate	7786-81-4	1		100 (45.4)
Nicotine, & salts	54-11-5	4	P075	100 (45.4)
Nitric acid	7697-37-2	1		1000 (454)
Nitric acid, thallium (1+) salt	10102-45-1	4	U217	100 (45.4)
Nitric oxide	10102-43-9	4	P076	10 (4.54)
p-Nitroaniline	100-01-6	4	P077	5000 (2270)
Nitrobenzene	98-95-3	1,2,3,4	U169	1000 (454)
4-Nitrobiphenyl	92-83-3	3		10 (4.54)
Nitrogen dioxide	10102-44-0	1,4	P078	10 (4.54)
	10544-72-6			
Nitrogen oxide NO	10102-43-9	4	P076	10 (4.54)
Nitrogen oxide NO2	10102-44-0	1,4	P078	10 (4.54)
	10544-72-6			
Nitroglycerine	55-63-0	4	P081	10 (4.54)
Nitrophenol (mixed)	25154-55-6	1		100 (45.4)
m-Nitrophenol	554-84-7			
o-Nitrophenol	88-75-5	1,2		100 (45.4)
p-Nitrophenol	100-02-7	1,2,3,4	U170	100 (45.4)
2-Nitrophenol	88-75-5	1,2		100 (45.4)
4-Nitrophenol	100-02-7	1,2,3,4	U170	100 (45.4)
NITROPHENOLS	N.A.	2		**
2-Nitropropane	79-46-9	3,4	U171	10 (4.54)
NITROSAMINES	N.A.	2		**
N-Nitrosodi-n-butylamine	924-16-3	4	U172	10 (4.54)
N-Nitrosodiethanamine	1116-54-7	4	U173	10 (4.54)
N-Nitrosodiethylamine	55-18-5	4	U174	10 (4.54)

Environmental Protection Agency

§ 302.4

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued

[Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
N-Nitrosodimethylamine	62-75-9	2,3,4	P082	10 (4.54)
N-Nitrosodiphenylamine	86-30-6	2		100 (45.4)
N-Nitroso-N-ethylurea	759-73-9	4	U176	1 (0.454)
N-Nitroso-N-methylurea	684-93-5	3,4	U177	1 (0.454)
N-Nitroso-N-methylurethane	615-53-2	4	U178	1 (0.454)
N-Nitrosomethylvinylamine	4549-40-0	4	P084	10 (4.54)
N-Nitrosomorpholine	59-89-2	3		1 (0.454)
N-Nitrosopiperidine	100-75-4	4	U179	10 (4.54)
N-Nitrosopyrrolidine	930-55-2	4	U180	1 (0.454)
Nitrotoluene	1321-12-6	1		1000 (454)
m-Nitrotoluene	99-08-1			
o-Nitrotoluene	88-72-2			
p-Nitrotoluene	99-99-0			
5-Nitro-o-toluidine	99-55-8	4	U181	100 (45.4)
Octamethylpyrophosphoramide	152-16-9	4	P085	100 (45.4)
Osmium oxide OsO ₄ , (T-4)	20816-12-0	4	P087	1000 (454)
Osmium tetroxide	20816-12-0	4	P087	1000 (454)
7-Oxabicyclo[2.2.1]heptane-2,3-dicarboxylic acid	145-73-3	4	P088	1000 (454)
Oxamyl	23135220	4	P194	100 (45.4)
1,2-Oxathiolane, 2,2-dioxide	1120-71-4	3,4	U193	10 (4.54)
2H-1,3,2-Oxazaphosphorin-2-amine, N,N-bis(2-chloroethyl)tetrahydro-, 2-oxide.	50-18-0	4	U058	10 (4.54)
Oxirane	75-21-8	3,4	U115	10 (4.54)
Oxiranecarboxyaldehyde	765-34-4	4	U126	10 (4.54)
Oxirane, (chloromethyl)-	106-89-8	1,3,4	U041	100 (45.4)
Paraformaldehyde	30525-89-4	1		1000 (454)
Paraldehyde	123-63-7	4	U182	1000 (454)
Parathion	59-38-2	1,3,4	P089	10 (4.54)
PCBs	1336-36-3	1,2,3		1 (0.454)
PCNB	82-68-8	3,4	U185	100 (45.4)
Pentachlorobenzene	608-93-5	4	U183	10 (4.54)
Pentachloroethane	76-01-7	4	U184	10 (4.54)
Pentachloronitrobenzene	82-68-8	3,4	U185	100 (45.4)
Pentachlorophenol	87-86-5	1,2,3,4	See F027	10 (4.54)
1,3-Pentadiene	504-60-9	4	U186	100 (45.4)
Perchloroethylene	127-18-4	2,3,4	U210	100 (45.4)
Phenacalin	62-44-2	4	U187	100 (45.4)
Phenanthrene	85-01-8	2		5000 (2270)
Phenol	108-95-2	1,2,3,4	U188	1000 (454)
Phenol, 2-chloro-	95-57-8	2,4	U048	100 (45.4)
Phenol, 4-chloro-3-methyl-	59-50-7	2,4	U039	5000 (2270)
Phenol, 2-cyclohexyl-4,6-dinitro-	131-89-5	4	P034	100 (45.4)
Phenol, 2,4-dichloro-	120-83-2	2,4	U081	100 (45.4)
Phenol, 2,6-dichloro-	87-65-0	4	U082	100 (45.4)
Phenol, 4,4'-(1,2-diethyl-1,2-ethenediyl)bis-, (E)	56-53-1	4	U089	1 (0.454)
Phenol, 2,4-dimethyl-	105-67-9	2,4	U101	100 (45.4)
Phenol, 4-(dimethylamino)-3,5-dimethyl-, methylcarbamate (ester).	315-18-4	1,4	P128	1000 (454)
Phenol, (3,5-dimethyl-4-(methylthio)-, methylcarbamate	2032-65-7	1,4	P199	10 (4.54)
Phenol, 2,4-dinitro-	51-28-5	1,2,3,4	P048	10 (4.54)
Phenol, methyl-	1319-77-3	1,3,4	U052	100 (45.4)
Phenol, 2-methyl-4,6-dinitro-, & salts	534-52-1	2,3,4	P047	10 (4.54)
Phenol, 2,2'-methylenebis[3,4,6-trichloro-	70-30-4	4	U132	100 (45.4)
Phenol, 2-(1-methylethoxy)-, methylcarbamate	114-26-1	3,4	U411	100 (45.4)
Phenol, 3-(1-methylethyl)-, methyl carbamate	64006	4	P202	10 (4.54)
Phenol, 3-methyl-5-(1-methylethyl)-, methyl carbamate	2631370	4	P201	1000 (454)
Phenol, 2-(1-methylpropyl)-4,6-dinitro-	88-85-7	4	P020	1000 (454)
Phenol, 4-nitro-	100-02-7	1,2,3,4	U170	100 (45.4)
Phenol, pentachloro-	87-85-5	1,2,3,4	See F027	10 (4.54)
Phenol, 2,3,4,6-tetrachloro-	58-90-2	4	See F027	10 (4.54)
Phenol, 2,4,5-trichloro-	95-95-4	1,3,4	See F027	10 (4.54)
Phenol, 2,4,6-trichloro-	88-06-2	1,2,3,4	See F027	10 (4.54)
Phenol, 2,4,6-trinitro-, ammonium salt	131-74-8	4	P009	10 (4.54)
L-Phenylalanine, 4-[bis(2-chloroethyl)amino]-	148-82-3	4	U150	1 (0.454)
p-Phenylenediamine	106-50-3	3		5000 (2270)
Phenylmercury acetate	62-38-4	4	P092	100 (45.4)
Phenylthiourea	103-85-5	4	P093	100 (45.4)
Phorate	298-02-2	4	P094	10 (4.54)
Phosgene	75-44-5	1,3,4	P095	10 (4.54)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 (Note: All Comments/Notes Are Located at the End of This Table)

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Phosphine	7803-51-2	3,4	P096	100 (45.4)
Phosphoric acid	7664-38-2	1		5000 (2270)
Phosphoric acid, diethyl 4-nitrophenyl ester	311-45-5	4	P041	100 (45.4)
Phosphoric acid, lead(2+) salt (2:3)	7446-27-7	4	U145	10 (4.54)
Phosphorodithioic acid, O,O-diethyl S-[2-(ethylthio)ethyl] ester.	298-04-4	1,4	P039	1 (0.454)
Phosphorodithioic acid, O,O-diethyl S-[(ethylthio)methyl] ester.	298-02-2	4	P094	10 (4.54)
Phosphorodithioic acid, O,O-diethyl S-methyl ester	3288-58-2	4	U087	5000 (2270)
Phosphorodithioic acid, O,O-dimethyl S-[2(methylamino)-2-oxoethyl] ester.	60-51-5	4	P044	10 (4.54)
Phosphorofluoridic acid, bis(1-methylethyl) ester	55-91-4	4	P043	100 (45.4)
Phosphorothioic acid, O,O-diethyl O-(4-nitrophenyl) ester	56-38-2	1,3,4	P089	10 (4.54)
Phosphorothioic acid, O,O-diethyl O-pyrazinyl ester	297-97-2	4	P040	100 (45.4)
Phosphorothioic acid, O-[4-[(dimethylamino)sulfonyl]phenyl] O,O-dimethyl ester.	52-85-7	4	P097	1000 (454)
Phosphorothioic acid, O,O-dimethyl O-(4-nitrophenyl) ester.	298-00-0	1,4	P071	100 (45.4)
Phosphorus	7723-14-0	1,3		1 (0.454)
Phosphorus oxychloride	10025-87-3	1		1000 (454)
Phosphorus pentasulfide	1314-80-3	1,4	U189	100 (45.4)
Phosphorus sulfide	1314-80-3	1,4	U189	100 (45.4)
Phosphorus trichloride	7719-12-2	1		1000 (454)
Physostigmine	57476	4	P204	100 (45.4)
Physostigmine salicylate	57647	4	P188	100 (45.4)
PHTHALATE ESTERS	N.A.	2		**
Phthalic anhydride	85-44-9	3,4	U180	5000 (2270)
2-Picoline	109-06-8	4	U191	5000 (2270)
Piperidine, 1-nitroso-	100-75-4	4	U179	10 (4.54)
Plumbane, tetraethyl-	78-00-2	1,4	P110	10 (4.54)
POLYCHLORINATED BIPHENYLS	1336-36-3	1,2,3		1 (0.454)
Polycyclic Organic Matter	N.A.	3		**
POLYNUCLEAR AROMATIC HYDROCARBONS	N.A.	2		**
Potassium arsenite	7784-41-0	1		1 (0.454)
Potassium arsenite	10124-50-2	1		1 (0.454)
Potassium bromate	7778-50-9	1		10 (4.54)
Potassium chromate	7789-00-6	1		10 (4.54)
Potassium cyanide K(CN)	151-50-8	1,4	P098	10 (4.54)
Potassium hydroxide	1310-58-3	1		1000 (454)
Potassium permanganate	7722-64-7	1		100 (45.4)
Potassium silver cyanide	506-61-6	4	P099	1 (0.454)
Promecarb	2631370	4	P201	1000 (454)
Pronamide	23950-58-5	4	U192	5000 (2270)
Propanal, 2-methyl-2-(methylsulfonyl)-, O-[(methylamino)carbonyl] oxime.	1646884	4	P203	100 (45.4)
Propanal, 2-methyl-2-(methylthio)-, O-[(methylamino)carbonyl]oxime.	116-06-3	4	P070	1 (0.454)
1-Propanamine	107-10-8	4	U194	5000 (2270)
1-Propanamine, N-propyl-	142-84-7	4	U110	5000 (2270)
1-Propanamine, N-nitroso-N-propyl-	621-64-7	2,4	U111	10 (4.54)
Propane, 1,2-dibromo-3-chloro-	96-12-8	3,4	U066	1 (0.454)
Propane, 1,2-dichloro-	78-87-5	1,2,3,4	U083	1000 (454)
Propanedinitrile	109-77-3	4	U149	1000 (454)
Propanenitrile	107-12-0	4	P101	10 (4.54)
Propanenitrile, 3-chloro-	542-76-7	4	P027	1000 (454)
Propanenitrile, 2-hydroxy-2-methyl-	75-86-5	1,4	P069	10 (4.54)
Propane, 2-nitro-	79-46-9	3,4	U171	10 (4.54)
Propane, 2,2'-oxybis[2-chloro-	100-60-1	2,4	U027	1000 (454)
1,3-Propane sultone	1120-71-4	3,4	U193	10 (4.54)
1,2,3-Propanetriol, trinitrate	55-63-0	4	P081	10 (4.54)
Propanoic acid, 2-(2,4,5-trichlorophenoxy)-	93-72-1	1,4	See F027	100 (45.4)
1-Propanol, 2,3-dibromo- phosphate (3:1)	126-72-7	4	U235	10 (4.54)
1-Propanol, 2-methyl-	78-83-1	4	U140	5000 (2270)
2-Propanone	67-64-1	4	U002	5000 (2270)
2-Propanone, 1-bromo-	598-31-2	4	P017	1000 (454)
Propargite	2312-35-8	1		10 (4.54)
Propargyl alcohol	107-19-7	4	P102	1000 (454)
2-Propanol	107-02-8	1,2,3,4	P003	1 (0.454)
2-Propanamide	79-06-1	3,4	U007	5000 (2270)

Environmental Protection Agency

§ 302.4

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 (Note: All Comments/Notes Are Located at the End of This Table)

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
1-Propene, 1,3-dichloro	542-75-6	1,2,3,4	U084	100 (45.4)
1-Propene, 1,1,2,3,3,3-hexachloro-	1888-71-7	4	U243	1000 (454)
2-Propenenitrile	107-13-1	1,2,3,4	U009	100 (45.4)
2-Propenenitrile, 2-methyl-	126-98-7	4	U152	1000 (454)
2-Propenoic acid	79-10-7	3,4	U008	5000 (2270)
2-Propenoic acid, ethyl ester	140-88-5	3,4	U113	1000 (454)
2-Propenoic acid, 2-methyl-, ethyl ester	97-63-2	4	U118	1000 (454)
2-Propenoic acid, 2-methyl-, methyl ester	89-62-6	1,3,4	U162	1000 (454)
2-Propen-1-ol	107-18-6	1,4	P005	100 (45.4)
Propham	122429	4	U373	1000 (454)
beta-Propiolactone	57-57-8	3		10 (4.54)
Propionaldehyde	123-38-6	3	1000 (454)	
Propionic acid	79-09-4	1		5000 (2270)
Propionic anhydride	123-62-6	1		5000 (2270)
Propoxur (Baygon)	114-26-1	3,4	U411	100 (45.4)
n-Propylamine	107-10-8	4	U194	5000 (2270)
Propylene dichloride	78-87-5	1,2,3,4	U083	1000 (454)
Propylene oxide	75-56-9	1,3		100 (45.4)
1,2-Propylenimine	75-55-8	3,4	P067	1 (0.454)
2-Propyn-1-ol	107-19-7	4	P102	1000 (454)
Prosulocarb	52888809	4	U387	5000 (2270)
Pyrene	129-00-0	2		5000 (2270)
Pyrethrins	121-29-9	1		1 (0.454)
	121-21-1			
	8083-34-7			
3,6-Pyridazinedione, 1,2-dihydro-	123-33-1	4	U148	5000 (2270)
4-Pyridinamine	504-24-5	4	P008	1000 (454)
Pyridine	110-86-1	4	U196	1000 (454)
Pyridine, 2-methyl-	109-06-8	4	U191	5000 (2270)
Pyridine, 3-(1-methyl-2-pyrrolidinyl)-, (S)-, & salts	54-11-5	4	P075	100 (45.4)
2,4-(1H,3H)-Pyrimidinedione, 5-[bis(2-chloroethyl)amino]-	66-75-1	4	U237	10 (4.54)
4(1H)-Pyrimidinone, 2,3-dihydro-6-methyl-2-thioxo-	56-04-2	4	U164	10 (4.54)
Pyrolicline, 1-nitroso-	930-55-2	4	U180	1 (0.454)
Pyrolo[2,3-b]indol-5-ol, 1,2,3,3a,8,8a-hexahydro-1,3a,8-trimethyl-, methylcarbamate (ester), (3aS-cis)-	57476	4	P204	100 (45.4)
Quinoline	91-22-5	1,3		5000 (2270)
Quinone	106-51-4	3,4	U197	10 (4.54)
Quinobenzene	82-68-8	3,4	U185	100 (45.4)
Radionuclides (including radon)	N.A.	3		§
Reserpine	50-55-5	4	U200	5000 (2270)
Resorcinol	106-46-3	1,4	U201	5000 (2270)
Safrole	94-59-7	4	U203	100 (45.4)
Selenious acid	7783-00-8	4	U204	10 (4.54)
Selenious acid, diethidium (1+) salt	12039-52-0	4	P114	1000 (454)
Selenium††	7782-49-2	2		100 (45.4)
SELENIUM AND COMPOUNDS	N.A.	2,3		**
Selenium Compounds	N.A.	2,3		**
Selenium dioxide	7446-08-4	1,4	U204	10 (4.54)
Selenium oxide	7446-08-4	1,4	U204	10 (4.54)
Selenium sulfide SeS2	7488-56-4	4	U205	10 (4.54)
Selenocurea	630-10-4	4	P103	1000 (454)
L-Serine, diazoacetate (ester)	115-02-6	4	U015	1 (0.454)
Silver ††	7440-22-4	2		1000 (454)
SILVER AND COMPOUNDS	N.A.	2		**
Silver cyanide Ag(CN)	506-64-9	4	P104	1 (0.454)
Silver nitrate	7761-88-8	1		1 (0.454)
Silvex (2,4,5-TF)	93-72-1	1,4	See F027	100 (45.4)
Sodium	7440-23-5	1		10 (4.54)
Sodium arsenate	7631-89-2	1		1 (0.454)
Sodium arsenite	7784-46-6	1		1 (0.454)
Sodium azide	26628-22-8	4	P105	1000 (454)
Sodium bichromate	10588-01-9	1		10 (4.54)
Sodium bifluoride	1333-83-1	1		100 (45.4)
Sodium bisulfite	7631-90-5	1		5000 (2270)
Sodium chromate	7775-11-3	1		10 (4.54)
Sodium cyanide Na(CN)	143-33-9	1,4	P106	10 (4.54)
Sodium dodecylbenzenesulfonate	25155-30-0	1		1000 (454)
Sodium fluoride	7681-49-4	1		1000 (454)
Sodium hydrosulfide	16721-80-5	1		5000 (2270)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Sodium hydroxide	1310-73-2	1		1000 (454)
Sodium hypochlorite	7681-52-9	1		100 (45.4)
	10022-70-5			
Sodium methylate	124-41-4	1		1000 (454)
Sodium nitrite	7632-00-0	1		100 (45.4)
Sodium phosphate, dibasic	7558-79-4	1		5000 (2270)
	10039-32-4			
	10140-65-5			
Sodium phosphate, tribasic	7601-54-9	1		5000 (2270)
	10101-89-0			
	10361-89-4			
Sodium selenite	7782-82-3	1		100 (45.4)
	10102-18-8			
Streptozolacin	18883-66-4	4	U206	1 (0.454)
Strontium chromate	7789-06-2	1		10 (4.54)
Strychnidin-10-one, & salts	57-24-9	1,4	P108	10 (4.54)
Strychnidin-10-one, 2,3-dimethoxy-	357-57-3	4	P018	100 (45.4)
Strychnine, & salts	57-24-9	1,4	P108	10 (4.54)
Styrene	100-42-5	1,3		1000 (454)
Styrene oxide	96-09-3	3		100 (45.4)
Sulfuric acid	7664-93-9	1		1000 (454)
	8014-95-7			
Sulfuric acid, dimethyl ester	77-78-1	3,4	U103	100 (45.4)
Sulfuric acid, dithallium (1+) salt	7446-18-6	1,4	P115	100 (45.4)
	10031-59-1			
Sulfur monochloride	12771-08-3	1		1000 (454)
Sulfur phosphide	1314-80-3	1,4	U189	100 (45.4)
2,4,5-T	93-76-5	1,4	See F027	1000 (454)
2,4,5-T acid	93-76-5	1,4	See F027	1000 (454)
2,4,5-T amines	2008-46-0	1		5000 (2270)
	1319-72-8			
	3813-14-7			
	6369-96-6			
	6369-97-7			
2,4,5-T esters	93-79-8	1		1000 (454)
	1928-47-8			
	2545-59-7			
	25168-15-4			
	61792-07-2			
2,4,5-T salts	13560-99-1	1		1000 (454)
TCDD	1746-01-6	2,3		1 (0.454)
TDE	72-84-8	1,2,4	U060	1 (0.454)
1,2,4,5-Tetrachlorobenzene	95-94-3	4	U207	5000 (2270)
2,3,7,8-Tetrachlorodibenzo-p-dioxin	1746-01-6	2,3		1 (0.454)
1,1,1,2-Tetrachloroethane	630-20-6	4	U208	100 (45.4)
1,1,2,2-Tetrachloroethane	79-34-5	2,3,4	U209	100 (45.4)
Tetrachloroethylene	127-18-4	2,3,4	U210	100 (45.4)
2,3,4,6-Tetrachlorophenol	58-90-2	4	See F027	10 (4.54)
Tetraethyl pyrophosphate	107-49-3	1,4	P111	10 (4.54)
Tetraethyl lead	78-00-2	1,4	P110	10 (4.54)
Tetraethylthiopyrophosphate	3689-24-5	4	P109	100 (45.4)
Tetrahydrofuran	109-99-9	4	U213	1000 (454)
Tetranitromethane	509-14-8	4	P112	10 (4.54)
Tetraphosphoric acid, hexaethyl ester	757-58-4	4	P062	100 (45.4)
Thallic oxide	1314-32-5	4	P113	100 (45.4)
Thallium ††	7440-28-0	2		1000 (454)
THALLIUM AND COMPOUNDS	N.A.	2		"
Thallium (I) acetate	563-66-8	4	U214	100 (45.4)
Thallium (I) carbonate	6533-73-9	4	U215	100 (45.4)
Thallium chloride TlCl	7791-12-0	4	U216	100 (45.4)
Thallium (I) nitrate	10102-45-1	4	U217	100 (45.4)
Thallium oxide Tl2O3	1314-32-5	4	P113	100 (45.4)
Thallium (I) selenite	12039-52-0	4	P114	1000 (454)
Thallium (I) sulfate	7446-18-6	1,4	P115	100 (45.4)
	10031-59-1			
Thioacetamide	62-55-5	4	U218	10 (4.54)
Thiodicarb	59669260	4	U410	100 (45.4)
Thiodiphosphoric acid, tetraethyl ester	3689-24-5	4	P109	100 (45.4)
Thiofanox	39196-18-4	4	P045	100 (45.4)

Environmental Protection Agency

§ 302.4

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued

[Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASHN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Thioimidocarbonic diamide [(H ₂ N)C(S)] 2NH	541-53-7	4	P049	100 (45.4)
Thiomethanol	74-93-1	1,4	U153	100 (45.4)
Thioperoxydicarbonic diamide [(H ₂ N)C(S)] 2S2, tetramethyl-	137-26-8	4	U244	10 (4.54)
Thiophanate-methyl	23564058	4	U409	10 (4.54)
Thiophenol	108-98-5	4	P014	100 (45.4)
Thiosemicarbazide	79-19-6	4	P116	100 (45.4)
Thiourea	62-56-6	4	U219	10 (4.54)
Thiourea, (2-chlorophenyl)-	5344-82-1	4	P026	100 (45.4)
Thiourea, 1-naphthalenyl-	86-88-4	4	P072	100 (45.4)
Thiourea, phenyl-	103-85-5	4	P093	100 (45.4)
Thiram	137-26-8	4	U244	10 (4.54)
Tirpate	26419738	4	P185	100 (45.4)
Titanium tetrachloride	7550-45-0	3		1,2,41000 (454)
Toluene	108-88-3	1,2,3,4	U220	1000 (454)
Toluenediamine	95-80-7	3,4	U221	10 (4.54)
	496-72-0			
	823-40-5			
2,4-Toluene diamine	25376-45-8	3,4	U221	10 (4.54)
	95-80-7			
	496-72-0			
	823-40-5			
	25376-45-8			
Toluene diisocyanate	91-08-7	3,4	U223	100 (45.4)
	564-84-9			
2,4-Toluene diisocyanate	26471-62-5	3,4	U223	100 (45.4)
	91-08-7			
	564-84-9			
	26471-62-5			
o-Toluidine	95-53-4	3,4	U328	100 (45.4)
p-Toluidine	106-49-0	4	U353	100 (45.4)
o-Toluidine hydrochloride	636-21-5	4	U222	100 (45.4)
Toxaphene	8001-35-2	1,2,3,4	P123	1 (0.454)
2,4,5-TP acid	93-72-1	1,4	See F027	100 (45.4)
2,4,5-TP esters	32534-95-6	1		100 (45.4)
Triallate	2303175	4	U389	100 (45.4)
1H-1,2,4-Triazol-3-amine	61-82-5	4	U011	10 (4.54)
Trichloron	52-68-6	1		100 (45.4)
1,2,4-Trichlorobenzene	120-82-1	2,3		100 (45.4)
1,1,1-Trichloroethane	71-55-6	2,3,4	U226	1000 (454)
1,1,2-Trichloroethane	79-00-5	2,3,4	U227	100 (45.4)
Trichloroethylene	79-01-6	1,2,3,4	U228	100 (45.4)
Trichloromethanesulfonyl chloride	594-42-3	4	P118	100 (45.4)
Trichloromonofluoromethane	75-69-4	4	U121	5000 (2270)
Trichlorophenol	25167-82-2	1		10 (4.54)
2,3,4-Trichlorophenol	15950-66-0			
2,3,5-Trichlorophenol	933-78-8			
2,3,6-Trichlorophenol	933-75-5			
3,4,5-Trichlorophenol	609-19-8			
2,4,5-Trichlorophenol	95-95-4	1,3,4	See F027	10 (4.54)
2,4,6-Trichlorophenol	88-06-2	1,2,3,4	See F027	10 (4.54)
Triethanolamine dodecylbenzenesulfonate	27323-41-7	1		1000 (454)
Triethylamine	121-44-8	1,3,4	U404	5000 (2270)
Trifuralin	1582-09-8	3		10 (4.54)
Trimethylamine	75-50-3	1		100 (45.4)
2,2,4-Trimethylpentane	540-84-1	3		1000 (454)
1,3,5-Trinitrobenzene	99-35-4	4	U234	10 (4.54)
1,3,5-Trioxane, 2,4,6-trimethyl-	123-63-7	4	U182	1000 (454)
Tris(2,3-dibromopropyl) phosphate	126-72-7	4	U235	10 (4.54)
Trypan blue	72-57-1	4	U236	10 (4.54)
Unlisted Hazardous Wastes Characteristic of Corrosivity	N.A.	4	D002	100 (45.4)
Unlisted Hazardous Wastes Characteristic of Ignitability	N.A.	4	D001	100 (45.4)
Unlisted Hazardous Wastes Characteristic of Reactivity	N.A.	4	D003	100 (45.4)
Unlisted Hazardous Wastes Characteristic of Toxicity:				
Arsenic (D004)	N.A.	4	D004	1 (0.454)
Barium (D005)	N.A.	4	D005	1000 (454)
Benzene (D018)	N.A.	1,2,3,4	D018	10 (4.54)
Cadmium (D006)	N.A.	4	D006	10 (4.54)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Carbon tetrachloride (D019)	N.A.	1,2,4	D019	10 (4.54)
Chlordane (D020)	N.A.	1,2,4	D020	1 (0.454)
Chlorobenzene (D021)	N.A.	1,2,4	D021	100 (45.4)
Chloroform (D022)	N.A.	1,2,4	D022	10 (4.54)
Chromium (D007)	N.A.	4	D007	10 (4.54)
o-Cresol (D023)	N.A.	4	D023	100 (45.4)
m-Cresol (D024)	N.A.	4	D024	100 (45.4)
p-Cresol (D025)	N.A.	4	D025	100 (45.4)
Cresol (D026)	N.A.	4	D026	100 (45.4)
2,4-D (D016)	N.A.	1,4	D016	100 (45.4)
1,4-Dichlorobenzene (D027)	N.A.	1,2,4	D027	100 (45.4)
1,2-Dichloroethane (D028)	N.A.	1,2,4	D028	100 (45.4)
1,1-Dichloroethylene (D029)	N.A.	1,2,4	D029	100 (45.4)
2,4-Dinitrotoluene (D030)	N.A.	1,2,4	D030	10 (4.54)
Endrin (D012)	N.A.	1,4	D012	1 (0.454)
Heptachlor (and epoxide) (D031)	N.A.	1,2,4	D031	1 (0.454)
Hexachlorobenzene (D032)	N.A.	2,4	D032	10 (4.54)
Hexachlorobutadiene (D033)	N.A.	2,4	D033	1 (0.454)
Hexachloroethane (D034)	N.A.	2,4	D034	100 (45.4)
Lead (D008)	N.A.	4	D008	10 (4.54)
Lindane (D013)	N.A.	1,4	D013	1 (0.454)
Mercury (D009)	N.A.	4	D009	1 (0.454)
Methoxychlor (D014)	N.A.	1,4	D014	1 (0.454)
Methyl ethyl ketone (D035)	N.A.	4	D035	5000 (2270)
Nitrobenzene (D036)	N.A.	1,2,4	D036	1000 (454)
Pentachlorophenol (D037)	N.A.	1,2,4	D037	10 (4.54)
Pyridine (D038)	N.A.	4	D038	1000 (454)
Selenium (D010)	N.A.	4	D010	10 (4.54)
Silver (D011)	N.A.	4	D011	1 (0.454)
Tetrachloroethylene (D039)	N.A.	2,4	D039	100 (45.4)
Toxaphene (D015)	N.A.	1,4	D015	1 (0.454)
Trichloroethylene (D040)	N.A.	1,2,4	D040	100 (45.4)
2,4,5-Trichlorophenol (D041)	N.A.	1,4	D041	10 (4.54)
2,4,6-Trichlorophenol (D042)	N.A.	1,2,4	D042	10 (4.54)
2,4,5-TP (D017)	N.A.	1,4	D017	100 (45.4)
Vinyl chloride (D043)	N.A.	2,3,4	D043	1 (0.454)
Uracil mustard	66-75-1	4	U237	10 (4.54)
Uranyl acetate	541-09-3	1		100 (45.4)
Uranyl nitrate	10102-06-4	1		100 (45.4)
	36478-76-9			
Urea, N-ethyl-N-nitroso-	759-73-9	4	U176	1 (0.454)
Urea, N-methyl-N-nitroso-	684-92-5	3,4	U177	1 (0.454)
Urethane	51-79-6	3,4	U238	100 (45.4)
Vanadic acid, ammonium salt	7803-55-6	4	P119	1000 (454)
Vanadium oxide V2O5	1314-62-1	1,4	P120	1000 (454)
Vanadium pentoxide	1314-62-1	1,4	P120	1000 (454)
Vanadyl sulfate	27774-13-6	1		1000 (454)
Vinyl acetate	108-05-4	1,3		5000 (2270)
Vinyl acetate monomer	108-05-4	1,3		5000 (2270)
Vinylamine, N-methyl-N-nitroso-	4549-40-0	4	P084	10 (4.54)
Vinyl bromide	593-60-2	3		100 (45.4)
Vinyl chloride	75-01-4	2,3,4	U043	1 (0.454)
Vinylidene chloride	75-35-4	1,2,3,4	U078	100 (45.4)
Warfarin, & salts	51-81-2	4	P001, U248	100 (45.4)
Xylene	1330-20-7	1,3,4	U239	100 (45.4)
m-Xylene	108-38-3	3		1000 (454)
o-Xylene	95-47-6	3		1000 (454)
p-Xylene	106-42-3	3		100 (45.4)
Xylene (mixed)	1330-20-7	1,3,4	U239	100 (45.4)
Xylenes (isomers and mixture)	1330-20-7	1,3,4	U239	100 (45.4)
Xylenol	1300-71-6	1		1000 (454)
Yohimban-16-carboxylic acid, 11,17-dimethoxy-18-[(3,4,5-trimethoxybenzoyloxy)-methyl] ester (3beta,16beta,17alpha,18beta,20alpha)	50-55-54	4	U200	5000 (2270)
Zinc††	7440-66-6	2		1000 (454)
ZINC AND COMPOUNDS	N.A.	2		--
Zinc acetate	557-34-6	1		1000 (454)
Zinc ammonium chloride	52628-25-8	1		1000 (454)
	14639-97-5			
	14639-98-6			

Environmental Protection Agency

§ 302.4

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued

[Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Zinc, bis(dimethylcarbamodithioato-S,S')	137304	4	P205	10 (4.54)
Zinc borate	1392-07-6	1		1000 (454)
Zinc bromide	7699-45-8	1		1000 (454)
Zinc carbonate	3486-35-9	1		1000 (454)
Zinc chloride	7646-85-7	1		1000 (454)
Zinc cyanide Zn(CN)2	557-21-1	1,4	P121	10 (4.54)
Zinc fluoride	7783-49-5	1		1000 (454)
Zinc formate	557-41-5	1		1000 (454)
Zinc hydrosulfite	7779-86-4	1		1000 (454)
Zinc nitrate	7779-88-6	1		1000 (454)
Zinc phenolsulfonate	127-82-2	1		5000 (2270)
Zinc phosphide Zn3P2	1314-84-7	1,4	P122, U249	100 (45.4)
Zinc silicofluoride	16871-71-9	1		5000 (2270)
Zinc sulfate	7733-02-0	1		1000 (454)
Ziram	137304	4	P205	10 (4.54)
Zirconium nitrate	13746-89-9	1		5000 (2270)
Zirconium potassium fluoride	16923-95-8	1		1000 (454)
Zirconium sulfate	14644-61-2	1		5000 (2270)
Zirconium tetrachloride	10026-11-6	1		5000 (2270)
F001		4	F001	10 (4.54)
The following spent halogenated solvents used in degreasing; all spent solvent mixtures/blends used in degreasing containing, before use, a total of ten percent or more (by volume) of one or more of the halogenated solvents listed below or those solvents listed in F002, F004, and F005; and still bottoms from the recovery of these spent solvents and spent solvent mixtures.				
(a) Tetrachloroethylene	127-18-4	2,3,4	U210	100 (45.4)
(b) Trichloroethylene	79-01-6	1,2,3,4	U228	100 (45.4)
(c) Methylene chloride	75-09-2	2,3,4	U080	1000 (454)
(d) 1,1,1-Trichloroethane	71-55-6	2,3,4	U226	1000 (454)
(e) Carbon tetrachloride	56-23-5	1,2,3,4	U211	10 (4.54)
(f) Chlorinated fluorocarbons	N.A.			5000 (2270)
F002		4	F002	10 (4.54)
The following spent halogenated solvents; all spent solvent mixtures/blends containing, before use, a total of ten percent or more (by volume) of one or more of the halogenated solvents listed below or those solvents listed in F001, F004, or F005; and still bottoms from the recovery of these spent solvents and spent solvent mixtures.				
(a) Tetrachloroethylene	127-18-4	2,3,4	U210	100 (45.4)
(b) Methylene chloride	75-09-2	2,3,4	U080	1000 (454)
(c) Trichloroethylene	79-01-6	1,2,3,4	U228	100 (45.4)
(d) 1,1,1-Trichloroethane	71-55-6	2,3,4	U226	1000 (454)
(e) Chlorobenzene	108-90-7	1,2,3,4	U037	100 (45.4)
(f) 1,1,2-Trichloro-1,2,2-trifluoroethane	76-13-1			5000 (2270)
(g) o-Dichlorobenzene	95-50-1	1,2,4	U070	100 (45.4)
(h) Trichlorofluoromethane	75-69-4	4	U121	5000 (2270)
(i) 1,1,2-Trichloroethane	79-00-5	2,3,4	U227	100 (45.4)
F003		4	F003	100 (45.4)
The following spent non-halogenated solvents and the still bottoms from the recovery of these solvents.				
(a) Xylene	1330-20-7			1000 (454)
(b) Acetone	67-64-1			5000 (2270)
(c) Ethyl acetate	141-78-6			5000 (2270)
(d) Ethylbenzene	100-41-4			1000 (454)
(e) Ethyl ether	50-29-7			100 (45.4)
(f) Methyl isobutyl ketone	108-10-1			5000 (2270)
(g) n-Butyl alcohol	71-36-3			5000 (2270)
(h) Cyclohexanone	108-94-1			5000 (2270)
(i) Methanol	67-56-1			5000 (2270)
F004		4	F004	100 (45.4)
The following spent non-halogenated solvents and the still bottoms from the recovery of these solvents:				
(a) Cresols/Cresylic acid	1319-77-3	1,3,4	U052	100 (45.4)
(b) Nitrobenzene	98-95-3	1,2,3,4	U169	1000 (454)
F005		4	F005	100 (45.4)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code ¹	RCRA waste No.	Final RQ pounds (Kg)
The following spent non-halogenated solvents and the still bottoms from the recovery of these solvents:				
(a) Toluene	108-88-3	1,2,3,4	U220	1000 (454)
(b) Methyl ethyl ketone	78-93-3	3,4	U159	5000 (2270)
(c) Carbon disulfide	75-15-0	1,3,4	P022	100 (45.4)
(d) Isobutanol	78-83-1	4	U140	5000 (2270)
(e) Pyridine	110-86-1	4	U196	1000 (454)
F006		4	F006	10 (4.54)
Wastewater treatment sludges from electroplating operations except from the following processes: (1) sulfuric acid anodizing of aluminum, (2) tin plating on carbon steel, (3) zinc plating (segregated basis) on carbon steel, (4) aluminum or zinc-aluminum plating on carbon steel, (5) cleaning/stripping associated with tin, zinc and aluminum plating on carbon steel, and (6) chemical etching and milling of aluminum.				
F007		4	F007	10 (4.54)
Spent cyanide plating bath solutions from electroplating operations.				
F008		4	F008	10 (4.54)
Plating bath residues from the bottom of plating baths from electroplating operations where cyanides are used in the process.				
F009		4	F009	10 (4.54)
Spent stripping and cleaning bath solutions from electroplating operations where cyanides are used in the process.				
F010		4	F010	10 (4.54)
Quenching bath residues from oil baths from metal heat treating operations where cyanides are used in the process.				
F011		4	F011	10 (4.54)
Spent cyanide solutions from salt bath pot cleaning from metal heat treating operations.				
F012		4	F012	10 (4.54)
Quenching wastewater treatment sludges from metal heat treating operations where cyanides are used in the process.				
F019		4	F019	10 (4.54)
Wastewater treatment sludges from the chemical conversion coating of aluminum except from zirconium phosphating in aluminum can washing when such phosphating is an exclusive conversion coating process. Wastewater treatment sludges from the manufacturing of motor vehicles using a zinc phosphating process will not be subject to this listing at the point of generation if the wastes are not placed outside on the land prior to shipment to a landfill for disposal and are either: disposed in a Subtitle D municipal or industrial landfill unit that is equipped with a single clay liner and is permitted, licensed or otherwise authorized by the state; or disposed in a landfill unit subject to, or otherwise meeting, the landfill requirements in § 258.40, § 264.301 or § 265.301. For the purposes of this listing, motor vehicle manufacturing is defined in § 261.31(b)(4)(i) and § 261.31(b)(4)(ii) describes the recordkeeping requirements for motor vehicle manufacturing facilities				
F020		4	F020	1 (0.454)
Wastes (except wastewater and spent carbon from hydrogen chloride purification) from the production or manufacturing use (as a reactant, chemical intermediate, or component in a formulating process) of tri- or tetrachlorophenol or of intermediates used to produce their pesticide derivatives. (This listing does not include wastes from the production of hexachlorophene from highly purified 2,4,5-trichlorophenol.)				
F021		4	F021	1 (0.454)

Environmental Protection Agency

§ 302.4

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Wastes (except wastewater and spent carbon from hydrogen chloride purification) from the production or manufacturing use (as a reactant, chemical intermediate, or component in a formulating process) of pentachlorophenol or of intermediates used to produce its derivatives.				
F022		4	F022	1 (0.454)
Wastes (except wastewater and spent carbon from hydrogen chloride purification) from the manufacturing use (as a reactant, chemical intermediate, or component in a formulating process) of tetra-, penta-, or hexachlorobenzenes under alkaline conditions.				
F023		4	F023	1 (0.454)
Wastes (except wastewater and spent carbon from hydrogen chloride purification) from the production of materials on equipment previously used for the production or manufacturing use (as a reactant, chemical intermediate, or a component in a formulating process) of tri- and tetrachlorophenols. (This listing does not include wastes from equipment used only for the production or use of hexachlorophene from highly purified 2,4,5-trichlorophenol.)				
F024		4	F024	1 (0.454)
Process wastes, including but not limited to, distillation residues, heavy ends, tars, and reactor clean-out wastes, from the production of certain chlorinated aliphatic hydrocarbons by free radical catalyzed processes. These chlorinated aliphatic hydrocarbons are those having carbon chain lengths ranging from one to and including five, with varying amounts and positions of chlorine substitution. (This listing does not include wastewaters, wastewater treatment sludges, spent catalysts, and wastes listed in 40 CFR 261.31 or 261.32.)				
F025		4	F025	1 (0.454)
Condensed light ends, spent fillers and filter aids, and spent desiccant wastes from the production of certain chlorinated aliphatic hydrocarbons, by free radical catalyzed processes. These chlorinated aliphatic hydrocarbons are those having carbon chain lengths ranging from one to and including five, with varying amounts and positions of chlorine substitution.				
F026		4	F026	1 (0.454)
Wastes (except wastewater and spent carbon from hydrogen chloride purification) from the production of materials on equipment previously used for the manufacturing use (as a reactant, chemical intermediate, or component in a formulating process) of tetra-, penta-, or hexachlorobenzene under alkaline conditions.				
F027		4	F027	1 (0.454)
Discarded unused formulations containing tri-, tetra-, or pentachlorophenol or discarded unused formulations containing compounds derived from these chlorophenols. (This listing does not include formulations containing hexachlorophene synthesized from prepurified 2,4,5-trichlorophenol as the sole component.)				
F028		4	F028	1 (0.454)
Residues resulting from the incineration or thermal treatment of soil contaminated with EPA Hazardous Waste Nos. F020, F021, F022, F023, F026, and F027.				
F032		4	F032	1 (0.454)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Wastewaters (except those that have not come into contact with process contaminants), process residuals, preservative drippage, and spent formulations from wood preserving processes generated at plants that currently use or have previously used chlorophenolic formulations (except potentially cross-contaminated wastes that have had the F032 waste code deleted in accordance with § 261.35 of this chapter or potentially cross-contaminated wastes that are otherwise currently regulated as hazardous wastes (i.e., F034 or F035), and where the generator does not resume or initiate use of chlorophenolic formulations). This listing does not include K001 bottom sediment sludge from the treatment of wastewater from wood preserving processes that use creosote and/or pentachlorophenol.				
F034		4	F034	1 (0.454)
Wastewaters (except those that have not come into contact with process contaminants), process residuals, preservative drippage, and spent formulations from wood preserving processes generated at plants that use creosole formulations. This listing does not include K001 bottom sediment sludge from the treatment of wastewater from wood preserving processes that use creosole and/or pentachlorophenol.				
F035		4	F035	1 (0.454)
Wastewaters (except those that have not come into contact with process contaminants), process residuals, preservative drippage, and spent formulations from wood preserving processes generated at plants that use inorganic preservatives containing arsenic or chromium. This listing does not include K001 bottom sediment sludge from the treatment of wastewater from wood preserving processes that use creosote and/or pentachlorophenol.				
F037		4	F037	1 (0.454)
Petroleum refinery primary oil/water/solids separation sludge—Any sludge generated from the gravitational separation of oil/water/solids during the storage or treatment of process wastewaters and oily cooling wastewaters from petroleum refineries. Such sludges include, but are not limited to those generated in oil/water/solids separators; tanks and impoundments; ditches and other conveyances; sumps; and stormwater units receiving dry weather flow. Sludges generated in stormwater units that do not receive dry weather flow, sludges generated from non-contact once-through cooling waters segregated for treatment from other process or oily cooling waters, sludges generated in aggressive biological treatment units as defined in § 261.31(b)(2) (including sludges generated in one or more additional units after wastewaters have been treated in aggressive biological treatment units) and K051 wastes are not included in this listing. This listing does include residuals generated from processing or recycling oil-bearing hazardous secondary materials excluded under § 261.4(a)(12)(i), if those residuals are to be disposed of.				
F038		4	F038	1 (0.454)

Environmental Protection Agency

§ 302.4

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued

[Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code ^f	RCRA waste No.	Final RO pounds (Kg)
Petroleum refinery secondary (emulsified) oil/water/solids separation sludge—Any sludge and/or float generated from the physical and/or chemical separation of oil/water/solids in process wastewaters and oily cooling wastewaters from petroleum refineries. Such wastes include, but are not limited to, all sludges and floats generated in: induced air flotation (IAF) units, tanks and impoundments, and all sludges generated in DAF units. Sludges generated in stormwater units that do not receive dry weather flow, sludges generated from non-contact once-through cooling waters segregated for treatment from other process or oily cooling waters, sludges and floats generated in aggressive biological treatment units as defined in §261.31(b)(2) (including sludges and floats generated in one or more additional units after wastewaters have been treated in aggressive biological treatment units) and F037, K048, and K051 wastes are not included in this listing.				
F039		4	F039	1 (0.454)
Leachate (liquids that have percolated through land disposed wastes) resulting from the disposal of more than one restricted waste classified as hazardous under subpart D of 40 CFR part 261. (Leachate resulting from the disposal of one or more of the following EPA Hazardous Wastes and no other hazardous wastes retains its EPA Hazardous Waste Number(s): F020, F021, F022, F026, F027, and/or F028.)				
K001		4	K001	1 (0.454)
Bottom sediment sludge from the treatment of wastewaters from wood preserving processes that use creosote and/or pentachlorophenol.				
K002		4	K002	10 (4.54)
Wastewater treatment sludge from the production of chrome yellow and orange pigments.				
K003		4	K003	10 (4.54)
Wastewater treatment sludge from the production of molybdate orange pigments.				
K004		4	K004	10 (4.54)
Wastewater treatment sludge from the production of zinc yellow pigments.				
K005		4	K005	10 (4.54)
Wastewater treatment sludge from the production of chrome green pigments.				
K006		4	K006	10 (4.54)
Wastewater treatment sludge from the production of chrome oxide green pigments (anhydrous and hydrated).				
K007		4	K007	10 (4.54)
Wastewater treatment sludge from the production of iron blue pigments.				
K008		4	K008	10 (4.54)
Oven residue from the production of chrome oxide green pigments.				
K009		4	K009	10 (4.54)
Distillation bottoms from the production of acetaldehyde from ethylene.				
K010		4	K010	10 (4.54)
Distillation side cuts from the production of acetaldehyde from ethylene.				
K011		4	K011	10 (4.54)
Bottom stream from the wastewater stripper in the production of acrylonitrile.				
K012		4	K012	10 (4.54)
Bottom stream from the acetonitrile column in the production of acrylonitrile.				
K014		4	K014	5000 (2270)
Bottoms from the acetonitrile purification column in the production of acrylonitrile.				
K015		4	K015	10 (4.54)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RC pounds (Kg)
Still bottoms from the distillation of benzyl chloride.				
K016		4	K016	1 (0.454)
Heavy ends or distillation residues from the production of carbon tetrachloride.				
K017		4	K017	10 (4.54)
Heavy ends (still bottoms) from the purification column in the production of epichlorohydrin.				
K018		4	K018	1 (0.454)
Heavy ends from the fractionation column in ethyl chloride production.				
K019		4	K019	1 (0.454)
Heavy ends from the distillation of ethylene dichloride in ethylene dichloride production.				
K020		4	K020	1 (0.454)
Heavy ends from the distillation of vinyl chloride in vinyl chloride monomer production.				
K021		4	K021	10 (4.54)
Aqueous spent antimony catalyst waste from fluoromethanes production.				
K022		4	K022	1 (0.454)
Distillation bottom tars from the production of phenol/acetone from cumene.				
K023		4	K023	5000 (2270)
Distillation light ends from the production of phthalic anhydride from naphthalene.				
K024		4	K024	5000 (2270)
Distillation bottoms from the production of phthalic anhydride from naphthalene.				
K025		4	K025	10 (4.54)
Distillation bottoms from the production of nitrobenzene by the nitration of benzene.				
K026		4	K026	1000 (454)
Stripping still tails from the production of methyl ethyl pyridines.				
K027		4	K027	10 (4.54)
Centrifuge and distillation residues from toluene diisocyanate production.				
K028		4	K028	1 (0.454)
Spent catalyst from the hydrochlorinator reactor in the production of 1,1,1-trichloroethane.				
K029		4	K029	1 (0.454)
Waste from the product steam stripper in the production of 1,1,1-trichloroethane.				
K030		4	K030	1 (0.454)
Column bottoms or heavy ends from the combined production of trichloroethylene and perchloroethylene.				
K031		4	K031	1 (0.454)
By-product salts generated in the production of MSMA and cacodylic acid.				
K032		4	K032	10 (4.54)
Wastewater treatment sludge from the production of chlordane.				
K033		4	K033	10 (4.54)
Wastewater and scrub water from the chlorination of cyclopentadiene in the production of chlordane.				
K034		4	K034	10 (4.54)
Filter solids from the filtration of hexachlorocyclopentadiene in the production of chlordane.				
K035		4	K035	1 (0.454)
Wastewater treatment sludges generated in the production of creosote.				
K036		4	K036	1 (0.454)
Still bottoms from toluene reclamation distillation in the production of disulfoton.				
K037		4	K037	1 (0.454)
Wastewater treatment sludges from the production of disulfoton.				
K038		4	K038	10 (4.54)

Environmental Protection Agency

§ 302.4

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RC pounds (Kg)
Wastewater from the washing and stripping of phorate production. K039		4	K039	10 (4.54)
Filter cake from the filtration of diethylphosphorodithioic acid in the production of phorate. K040		4	K040	10 (4.54)
Wastewater treatment sludge from the production of phorate. K041		4	K041	1 (0.454)
Wastewater treatment sludge from the production of toxaphene. K042		4	K042	10 (4.54)
Heavy ends or distillation residues from the distillation of tetrachlorobenzene in the production of 2,4,5-T. K043		4	K043	10 (4.54)
2,6-Dichlorophenol waste from the production of 2,4-D. K044		4	K044	10 (4.54)
Wastewater treatment sludges from the manufacturing and processing of explosives. K045		4	K045	10 (4.54)
Spent carbon from the treatment of wastewater containing explosives. K046		4	K046	10 (4.54)
Wastewater treatment sludges from the manufacturing, formulation and loading of lead-based initiating compounds. K047		4	K047	10 (4.54)
Pink/red water from TNT operations. K048		4	K048	10 (4.54)
Dissolved air flotation (DAF) float from the petroleum refining industry. K049		4	K049	10 (4.54)
Slop oil emulsion solids from the petroleum refining industry. K050		4	K050	10 (4.54)
Heat exchanger bundle cleaning sludge from the petroleum refining industry. K051		4	K051	10 (4.54)
API separator sludge from the petroleum refining industry. K052		4	K052	10 (4.54)
Tank bottoms (leaded) from the petroleum refining industry. K060		4	K060	1 (0.454)
Ammonia still lime sludge from coking operations. K061		4	K061	10 (4.54)
Emission control dust/sludge from the primary production of steel in electric furnaces. K062		4	K062	10 (4.54)
Spent pickle liquor generated by steel finishing operations of facilities within the iron and steel industry (SIC Codes 331 and 332). K064		4	K064	10 (4.54)
Acid plant blowdown slurry/sludge resulting from the thickening of blowdown slurry from primary copper production. K065		4	K065	10 (4.54)
Surface impoundment solids contained in and dredged from surface impoundments at primary lead smelting facilities. K066		4	K066	10 (4.54)
Sludge from treatment of process wastewater and/or acid plant blowdown from primary zinc production. K069		4	K069	10 (4.54)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Emission control dust/sludge from secondary lead smelting. (Note: This listing is stayed administratively for sludge generated from secondary acid scrubber systems. The stay will remain in effect until further administrative action is taken. If EPA takes further action effecting the stay, EPA will publish a notice of the action in the FEDERAL REGISTER.)				
K071		4	K071	1 (0.454)
Brine purification muds from the mercury cell process in chlorine production, where separately prepurified brine is not used.				
K073		4	K073	10 (4.54)
Chlorinated hydrocarbon waste from the purification step of the diaphragm cell process using graphite anodes in chlorine production.				
K083		4	K083	100 (45.4)
Distillation bottoms from aniline production.				
K084		4	K084	1 (0.454)
Wastewater treatment sludges generated during the production of veterinary pharmaceuticals from arsenic or organo-arsenic compounds.				
K085		4	K085	10 (4.54)
Distillation or fractionation column bottoms from the production of chlorobenzenes.				
K086		4	K086	10 (4.54)
Solvent washes and sludges, caustic washes and sludges, or water washes and sludges from cleaning tubs and equipment used in the formulation of ink from pigments, driers, scaps, and stabilizers containing chromium and lead.				
K087		4	K087	100 (45.4)
Decanter tank tar sludge from coking operations.				
K088		4	K088	10 (4.54)
Spent pollinators from primary aluminum reduction.				
K090		4	K090	10 (4.54)
Emission control dust or sludge from ferrochromium/silicon production.				
K091		4	K091	10 (4.54)
Emission control dust or sludge from ferrochromium production.				
K093		4	K093	5000 (2270)
Distillation light ends from the production of phthalic anhydride from ortho-xylene.				
K094		4	K094	5000 (2270)
Distillation bottoms from the production of phthalic anhydride from ortho-xylene.				
K095		4	K095	100 (45.4)
Distillation bottoms from the production of 1,1,1-trichloroethane.				
K096		4	K096	100 (45.4)
Heavy ends from the heavy ends column from the production of 1,1,1-trichloroethane.				
K097		4	K097	1 (0.454)
Vacuum stripper discharge from the chlordane chlorinator in the production of chlordane.				
K098		4	K098	1 (0.454)
Untreated process wastewater from the production of toxaphene.				
K099		4	K099	10 (4.54)
Untreated wastewater from the production of 2,4-D.				
K100		4	K100	10 (4.54)
Waste leaching solution from acid leaching of emission control dust/sludge from secondary lead smelting.				
K101		4	K101	1 (0.454)
Distillation tar residues from the distillation of aniline-based compounds in the production of veterinary pharmaceuticals from arsenic or organo-arsenic compounds.				
K102		4	K102	1 (0.454)

Environmental Protection Agency

§ 302.4

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Residue from the use of activated carbon for decolorization in the production of veterinary pharmaceuticals from arsenic or organo-arsenic compounds.				
K103		4	K103	100 (45.4)
Process residues from aniline extraction from the production of aniline.				
K104		4	K104	10 (4.54)
Combined wastewater streams generated from nitrobenzene/aniline production.				
K105		4	K105	10 (4.54)
Separated aqueous stream from the reactor product washing step in the production of chlorobenzenes.				
K106		4	K106	1 (0.454)
Wastewater treatment sludge from the mercury cell process in chlorine production.				
K107		4	K107	10 (4.54)
Column bottoms from product separation from the production of 1,1-dimethylhydrazine (UDMH) from carboxylic acid hydrazines.				
K108		4	K108	10 (4.54)
Condensed column overheads from product separation and condensed reactor vent gases from the production of 1,1-dimethylhydrazine (UDMH) from carboxylic acid hydrazides.				
K109		4	K109	10 (4.54)
Spent filter cartridges from product purification from the production of 1,1-dimethylhydrazine (UDMH) from carboxylic acid hydrazides.				
K110		4	K110	10 (4.54)
Condensed column overheads from intermediate separation from the production of 1,1-dimethylhydrazine (UDMH) from carboxylic acid hydrazides.				
K111		4	K111	10 (4.54)
Product washwaters from the production of dinitrotoluene via nitration of toluene.				
K112		4	K112	10 (4.54)
Reaction by-product water from the drying column in the production of toluenediamine via hydrogenation of dinitrotoluene.				
K113		4	K113	10 (4.54)
Condensed liquid light ends from the purification of toluenediamine in the production of toluenediamine via hydrogenation of dinitrotoluene.				
K114		4	K114	10 (4.54)
Vicinals from the purification of toluenediamine in the production of toluenediamine via hydrogenation of dinitrotoluene.				
K115		4	K115	10 (4.54)
Heavy ends from the purification of toluenediamine in the production of toluenediamine via hydrogenation of dinitrotoluene.				
K116		4	K116	10 (4.54)
Organic condensate from the solvent recovery column in the production of toluene diisocyanate via phosgenation of toluenediamine.				
K117		4	K117	1 (0.454)
Wastewater from the reactor vent gas scrubber in the production of ethylene dibromide via bromination of ethene.				
K118		4	K118	1 (0.454)
Spent adsorbent solids from purification of ethylene dibromide in the production of ethylene dibromide via bromination of ethene.				
K123		4	K123	10 (4.54)
Process wastewater (including supernates, filtrates, and washwaters) from the production of ethylenedisithiocarbamic acid and its salts.				
K124		4	K124	10 (4.54)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 [Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Reactor vent scrubber water from the production of ethylenedisithiocarbamic acid and its salts.				
K125		4	K125	10 (4.54)
Filtration, evaporation, and centrifugation solids from the production of ethylenedisithiocarbamic acid and its salts.				
K126		4	K126	10 (4.54)
Baghouse dust and floor sweepings in milling and packaging operations from the production or formulation of ethylenedisithiocarbamic acid and its salts.				
K131		4	K131	100 (45.4)
Wastewater from the reactor and spent sulfuric acid from the acid dryer from the production of methyl bromide.				
K132		4	K132	1000 (454)
Spent adsorbent and wastewater separator solids from the production of methyl bromide.				
K136		4	K136	1 (0.454)
Still bottoms from the purification of ethylene dibromide in the production of ethylene dibromide via bromination of ethene.				
K141		4	K141	1 (0.454)
Process residues from the recovery of coal tar, including, but not limited to, collecting sump residues from the production of coke from coal or the recovery of coke by-products produced from coal. This listing does not include K087 (decanter tank tar sludges from coking operations).				
K142		4	K142	1 (0.454)
Tar storage tank residues from the production of coke from coal or from the recovery of coke by-products produced from coal.				
K143		4	K143	1 (0.454)
Process residues from the recovery of light oil, including, but not limited to, those generated in stills, decanters, and wash oil recovery units from the recovery of coke by-products produced from coal.				
K144		4	K144	1 (0.454)
Wastewater sump residues from light oil refining, including, but not limited to, intercepting or contamination sump sludges from the recovery of coke by-products produced from coal.				
K145		4	K145	1 (0.454)
Residues from naphthalene collection and recovery operations from the recovery of coke by-products produced from coal.				
K147		4	K147	1 (0.454)
Tar storage tank residues from coal tar refining.				
K148		4	K148	1 (0.454)
Residues from coal tar distillation, including, but not limited to, still bottoms.				
K149		4	K149	10 (4.54)
Distillation bottoms from the production of alpha-(or methyl-) chlorinated toluenes, ring-chlorinated toluenes, benzoyl chlorides, and compounds with mixtures of these functional groups. [This waste does not include still bottoms from the distillation of benzyl chloride.]				
K150		4	K150	10 (4.54)
Organic residuals, excluding spent carbon adsorbent, from the spent chlorine gas and hydrochloric acid recovery processes associated with the production of alpha- (or methyl-) chlorinated toluenes, ring-chlorinated toluenes, benzoyl chlorides, and compounds with mixtures of these functional groups.				
K151		4	K151	10 (4.54)

Environmental Protection Agency

§ 302.4

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued

[Note: All Comments/Notes Are Located at the End of This Table]

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RC pounds (Kg)
Wastewater treatment sludges, excluding neutralization and biological sludges, generated during the treatment of waste-waters from the production of alpha- (or methyl-) chlorinated toluenes, ring-chlorinated toluenes, benzoyl chlorides, and compounds with mixtures of these functional groups.				
K156 Organic waste (including heavy ends, still bottoms, light ends, spent solvents, filtrates, and decantates) from the production of carbamates and carbamoyl oximes. (This listing does not apply to wastes generated from the manufacture of 3-iodo-2-propynyl n-butylcarbamate.)		4	K156	10 (4.54)
K157 Wastewaters (including scrubber waters, condenser waters, washwaters, and separation waters) from the production of carbamates and carbamoyl oximes. (This listing does not apply to wastes generated from the manufacture of 3-iodo-2-propynyl n-butylcarbamate.)		4	K157	10 (4.54)
K158 Bag house dusts and filter/separation solids from the production of carbamates and carbamoyl oximes. (This listing does not apply to wastes generated from the manufacture of 3-iodo-2-propynyl n-butylcarbamate.)		4	K158	10 (4.54)
K159 Organics from the treatment of thiocarbamate wastes.		4	K159	10 (4.54)
K161 Purification solids (including filtration, evaporation, and centrifugation solids), bag-house dust and floor sweepings from the production of dithiocarbamate acids and their salts. (This listing does not include K125 or K126).		4	K161	1 (0.454)
K169† Crude oil storage tank sediment from petroleum refining operations.		4	K169	10 (4.54)
K170† Clarified slurry oil tank sediment and/or in-line filter/separation solids from petroleum refining operations.		4	K170	1 (0.454)
K171† Spent hydrotreating catalyst from petroleum refining operations. (This listing does not include inert support media.)		4	K171	1 (0.454)
K172† Spent hydrorefining catalyst from petroleum refining operations. (This listing does not include inert support media.)		4	K172	1 (0.454)
K174†		4	K174	1 (0.454)
K175†		4	K175	1 (0.454)
K176 Baghouse filters from the production of antimony oxide, including filters from the production of intermediates (e.g., antimony metal or crude antimony oxide)		4	K176	1 (0.454)
K177 Slag from the production of antimony oxide that is speculatively accumulated or disposed, including slag from the production of intermediates (e.g., antimony metal or crude antimony oxide)		4	K177	5,000 (2270)
K178 Residues from manufacturing and manufacturing-site storage of ferric chloride from acids formed during the production of titanium dioxide using the chloride-ilmenite process.		4	K178	1000 (454)
K181		4	K181	#

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

TABLE 302.4—LIST OF HAZARDOUS SUBSTANCES AND REPORTABLE QUANTITIES—Continued
 (Note: All Comments/Notes Are Located at the End of This Table)

Hazardous substance	CASRN	Statutory code†	RCRA waste No.	Final RQ pounds (Kg)
Nonwastewaters from the production of dyes and/or pigments (including nonwastewaters commingled at the point of generation with nonwastewaters from other processes) that, at the point of generation, contain mass loadings of any of the constituents identified in paragraph (c) of section 261.32 that are equal to or greater than the corresponding paragraph (c) levels, as determined on a calendar year basis				

† Indicates the statutory source defined by 1, 2, 3, and 4, as described in the note preceding Table 302.4.
 ‡ Indicates the statutory source defined by 1, 2, 3, and 4, as described in the note preceding Table 302.4.
 †† No reporting of releases of this hazardous substance is required if the diameter of the pieces of the solid metal released is larger than 100 micrometers (0.004 inches).
 ††† The RQ for asbestos is limited to friable forms only.
 #† The Agency may adjust the statutory RQ for this hazardous substance in a future rulemaking; until then the statutory one-pound RQ applies.
 § The adjusted RQs for radionuclides may be found in appendix B to this table.
 * Indicates that no RQ is being assigned to the generic or broad class.
^a Benzene was already a CERCLA hazardous substance prior to the CAA Amendments of 1990 and received an adjusted 10-pound RQ based on potential carcinogenicity in an August 14, 1989, final rule (54 FR 33418). The CAA Amendments specify that "benzene (including benzene from gasoline)" is a hazardous air pollutant and, thus, a CERCLA hazardous substance.
^b The CAA Amendments of 1990 list DDE (3547-04-4) as a CAA hazardous air pollutant. The CAS number, 3547-04-4, is for the chemical, p,p'-dichlorodiphenylethane. DDE or p,p'-dichlorodiphenyldichloroethylene, CAS number 72-55-9, is already listed in Table 302.4 with a final RQ of 1 pound. The substance identified by the CAS number 3547-04-4 has been evaluated and listed as DDE to be consistent with the CAA section 112 listing, as amended.
^c Includes mineral fiber emissions from facilities manufacturing or processing glass, rock, or slag fibers (or other mineral derived fibers) of average diameter 1 micrometer or less.
^d Includes mono- and di-ethers of ethylene glycol, diethylene glycol, and triethylene glycol R-(OCH₂CH₂)_n-OR' where:
 n = 1, 2, or 3;
 R = alkyl C7 or less; or
 R = phenyl or alkyl substituted phenyl;
 R' = H or alkyl C7 or less; or
 CR' consisting of carboxylic acid ester, sulfate, phosphate, nitrate, or sulfonate.
^e Includes organic compounds with more than one benzene ring, and which have a boiling point greater than or equal to 100 °C.
^f See 40 CFR 302.6(b)(1) for application of the mixture rule to this hazardous waste.

APPENDIX A TO § 302.4—SEQUENTIAL CAS REGISTRY NUMBER LIST OF CERCLA HAZARDOUS SUBSTANCES

APPENDIX A TO § 302.4—SEQUENTIAL CAS REGISTRY NUMBER LIST OF CERCLA HAZARDOUS SUBSTANCES—Continued

CASRN	Hazardous substance
50000	Formaldehyde.
50077	Azino[2',3',3',4']pyrrolo[1,2-a]indole-4,7-dione,6-amino-8-[[[aminocarbonyl]oxy]methyl]-1,1a,2,8,8a, 8b-hexahydro-8a-methoxy-5-methyl-, [1aS-(1aalpha, 8beta,8aalpha,8balpha)]- Mitomycin C.
50180	Cyclophosphamide. 2H-1,3,2-Oxazaphosphorin-2-amine, N,N-bis(2-chloroethyl)tetrahydro-, 2-oxide.
50293	Benzene, 1,1'-(2,2,2-trichloroethylidene)bis(4-chloro- DDT. 4,4'-DDT.
50328	Benzo[a]pyrene. 3,4-Benzopyrene.
50555	Reserpine. Yohimban-16-carboxylic acid,11,17-dimethoxy-18-[[3',4,5-trimethoxybenzoyloxy]-, methyl ester (3beta, 16beta,17alpha,16beta,20alpha)-
51265	Phenol, 2,4-dinitro- 2,4-Dinitrophenol.
51434	Epinephrine. 1,2-Benzenediol,4-[1-hydroxy-2-(methylamino)ethyl]-.
51796	Carbamic acid, ethyl ester. Ethyl carbamate. Urethane.

CASRN	Hazardous substance
52686	Trichlorfon.
52857	Famphur. Phosphorothioic acid, O-[4-[[dimethylamino]sulfonyl]phenyl] O,O-dimethyl ester.
53703	Dibenz[a,h]anthracene. Dibenzo[a,h]anthracene. 1,2,5,6-Dibenzanthracene.
53963	Acetamide, N-8H-fluoren-2-yl- 2-Acetylaminofluorene.
54115	Nicotine, & salts. Pyridine, 3-(1-methyl-2-pyrrolidinyl)-, (S)-, & salts.
55185	Ethanamine, N-ethyl-N-nitroso- N-Nitrosodethylamine.
55630	Nitroglycerine. 1,2,3-Propanetriol, trinitrate.
55914	Diisopropylfluorophosphate (DFP). Phosphorofluoronic acid, bis(1-methylethyl) ester.
56042	Methylthiouracil. 4(1H)-Pyrimidinone, 2,3-dihydro-6-methyl-2-thioxo-.
56235	Carbon tetrachloride. Methane, tetrachloro- Parathion.
56382	Phosphorothioic acid, O,O-diethyl O-(4-nitrophenyl) ester.
56495	Benz[j]aceanthrylene, 1,2-dihydro-3-methyl-, 3-Methylcholanthrene.

Environmental Protection Agency

§ 302.4

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

CASRN	Hazardous substance
56531	Diethylstilbestrol.
	Phenol, 4,4'-(1,2-diethyl-1,2-ethenediyl)bis-, (E).
56553	Benz[a]anthracene.
	Benzo[a]anthracene.
	1,2-Benzanthracene.
56724	Coumaphos.
57147	Hydrazine, 1,1-dimethyl-.
	1,1-Dimethylhydrazine.
57249	Strychnidin-10-one, & salts.
	Strychnine, & salts.
57476	Physostigmine.
	Pyrolo[2,3-b]indol-5-ol, 1,2,3,3a,8,8a- hexahydro-1,3a,8-trimethyl-, methylcarbamate (ester), (3aS-cis)-.
57578	beta-Propiolactone.
57647	Benzoic acid, 2-hydroxy-, compd. with (3aS-cis)- 1,2,3,3a,8,8a-hexahydro-1,3a,8- trimethylpyrolo[2,3-b]indol-5-yl methylcarbamate ester (1:1).
	Physostigmine salicylate.
57749	Chlordane.
	Chlordane, alpha & gamma isomers.
	CHLORDANE (TECHNICAL MIXTURE AND METABOLITES).
	4,7-Methano-1H-indene, 1,2,4,5,6,7,8,8- octachloro-2,3,3a,4,7,7a-hexahydro-.
57976	Benz[a]anthracene, 7,12-dimethyl-.
	7,12-Dimethylbenz[a]anthracene.
58899	γ-BHC.
	Cyclohexane, 1,2,3,4,5,6-hexachloro- (1α,2α,3β,4α,5α,6β)-.
	Lindane.
	Lindane (all isomers).
58902	Phenol, 2,3,4,6-tetrachloro-.
	2,3,4,6-Tetrachlorophenol.
59507	p-Chloro-m-cresol.
	Phenol, 4-chloro-3-methyl-.
59892	N-Nitrosomorpholine.
60004	Ethylenediamine-tetraacetic acid (EDTA).
60117	Benzenamine, N,N-dimethyl-4-(phenylazo)-.
	Dimethyl aminoazobenzene.
	p-Dimethylaminoazobenzene.
60297	Ethane, 1,1'-oxybis-.
	Ethyl ether.
60344	Hydrazine, methyl-.
	Methyl hydrazine.
60355	Acetamide.
60515	Dimethoate.
	Phosphorodithioic acid, O,O-dimethyl S- [2(methylamino)-2-oxoethyl] ester.
60571	Dieldrin.
	2,7:3,6-Dimethanonaphth[2,3-b]oxirene, 3,4,5,6,9,9-hexachloro-1a,2, 2a,3,6,6a,7,7a- octahydro-, (1αalpha,2beta,2αalpha,3beta,6beta, 6αalpha,7beta,7αalpha)-.
61825	Amitrole.
	1H-1,2,4-Triazol-3-amine.
62384	Mercury, (acetoato-O)phenyl-.
	Phenylmercury acetate.
62442	Acetamide, N-(4-ethoxyphenyl)-.
	Phenacetin.
62500	Ethyl methanesulfonate.
	Methanesulfonic acid, ethyl ester.
62533	Aniline.
	Benzenamine.
62555	Ethanethioamide.
	Thioacetamide.
62566	Thiourea.
62737	Dichlorvos.

CASRN	Hazardous substance
62748	Acetic acid, fluoro-, sodium salt.
	Fluoroacetic acid, sodium salt.
62759	Methanamine, N-methyl-N-nitroso-.
	N-Nitrosodimethylamine.
63252	Carbaryl.
	1-Naphthalenol, methylcarbamate.
64006	m-Cumenyl methylcarbamate.
	3-Isopropylphenyl N-methylcarbamate.
	Phenol, 3-(1-methylethyl)-, methyl carbamate.
64006	Phenol, 3-(1-methylethyl)-, methyl carbamate (m-Cumenyl methylcarbamate).
64186	Formic acid.
64197	Acetic acid.
64675	Diethyl sulfate.
65850	Benzoic acid.
66751	Uracil mustard.
	2,4-(1H,3H)-Pyrimidinedione, 5-bis(2- chloroethyl) amino-.
67561	Melhanol.
	Methyl alcohol.
67641	Acetone.
	2-Propanone.
67663	Chloroform.
	Methane, trichloro-.
67721	Ethane, hexachloro-.
	Hexachloroethane.
68122	Dimethylformamide.
70257	Guanidine, N-methyl-N'-nitro-N-nitroso-.
	MNNG.
70304	Hexachlorophene.
	Phenol, 2,2'-methylenebis[3,4,6-tri- chloro- n-Butyl alcohol.
71363	1-Butanol.
71432	Benzene.
71556	Ethane, 1,1,1-trichloro-.
	Methyl chloroform.
	1,1,1-Trichloroethane.
72208	Endrin.
	Endrin, & metabolites.
	2,7:3,6-Dimethanonaphth[2,3- b]oxirene,3,4,5,6,9,9-hexachloro- 1a,2,2a,3,6,6a,7,7a-octahydro-, (1αalpha,2beta,2αalpha,3alpha, 6alpha,6beta,7beta,7αalpha)-, & metabolites.
72435	Benzene, 1,1'-(2,2,2-trichloroethyldiene)bis[4- methoxy-.
	Methoxychlor.
72548	Benzene, 1,1'-(2,2-dichloroethyldiene)bis[4- chloro-.
	DDD.
	TDE.
	4,4'-DDD.
72559	DDE
	4,4'-DDE.
72571	Trypan blue.
	2,7-Naphthalenedisulfonic acid, 3,3'-[(3,3'-di- methyl-(1,1'-biphenyl)-4,4'-diyl)-bis(azo)]bis(5- amino-4-hydroxy)-tetrasodium salt.
74839	Bromomethane.
	Methane, bromo-.
	Methyl bromide.
74873	Chloromethane.
	Methane, chloro-.
	Methyl chloride.
74884	Iodomethane.
	Methane, iodo-.
	Methyl iodide.
74895	Monomethylamine.
74908	Hydrocyanic acid.
	Hydrogen cyanide.

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

CASRN	Hazardous substance
74931	Methanethiol.
	Methyl mercaptan.
	Thiomethanol.
74953	Methane, dibromo-
	Methylene bromide.
75003	Chloroethane.
	Ethyl chloride.
75014	Ethene, chloro-
	Vinyl chloride.
75047	Monoethylamine.
75058	Acetonitrile.
75070	Acetaldehyde.
	Ethanal.
75092	Dichloromethane.
	Methane, dichloro-
	Methylene chloride.
75150	Carbon disulfide.
75207	Calcium carbide.
75218	Ethylene oxide.
	Oxirane.
75252	Bromoform.
	Methane, tribromo-
75274	Dichlorobromomethane.
75343	Ethane, 1,1-dichloro-
	Ethylidene dichloride.
	1,1-Dichloroethane.
75354	Ethene, 1,1-dichloro-
	Vinylidene chloride.
	1,1-Dichloroethylene.
75365	Acetyl chloride.
75445	Carbonic dichloride.
	Phosgene.
75503	Trimethylamine.
75558	Azirdine, 2-methyl-
	2-Methyl aziridine.
	1,2-Propylenimine.
75569	Propylene oxide.
75605	Arsinic acid, dimethyl-
	Cacodylic acid.
75649	tert-Butylamine.
75694	Methane, trichlorofluoro-
	Trichloromonofluoromethane.
75718	Dichlorodifluoromethane.
	Methane, dichlorodifluoro-
75865	Acetone cyanohydrin.
	Propanenitrile, 2-hydroxy-2-methyl-
	2-Methylacetonitrile.
75876	Acetaldehyde, trichloro-
	Chloral.
75890	2,2-Dichloropropionic acid.
76017	Ethane, pentachloro-
	Pentachloroethane.
76448	Heptachlor.
	4,7-Methano-1H-indene, 1,4,5,6,7,8,8-
	heptachloro-3a,4,7,7a-tetrahydro-
77474	Hexachlorocyclopentadiene.
	1,3-Cyclopentadiene, 1,2,3,4,5,5-hexa- chloro-
77781	Dimethyl sulfate.
	Sulfuric acid, dimethyl ester.
78002	Plumbane, tetramethyl-
	Tetraethyl lead.
78591	Isophorone.
78795	Isoprene.
78819	iso-Butylamine.
78831	Isobutyl alcohol.
	1-Propanol, 2-methyl-
78875	Propane, 1,2-dichloro-
	Propylene dichloride.
	1,2-Dichloropropane.
78886	2,3-Dichloropropene.

CASRN	Hazardous substance
78933	2-Butanone.
	MEK.
	Methyl ethyl ketone.
78999	1,1-Dichloropropane.
79005	Ethane, 1,1,2-trichloro-
	1,1,2-Trichloroethane.
79016	Ethene, trichloro-
	Trichloroethylene.
79061	Acrylamide.
	2-Propenamide.
79094	Propionic acid.
79107	Acrylic acid.
	2-Propenoic acid.
79118	Chloroacetic acid.
79196	Hydrazinecarbothioamide.
	Thiosemicarbazide.
79221	Carbonochloridic acid, methyl ester.
	Methyl chlorocarbonate.
79312	iso-Butyric acid.
79345	Ethane, 1,1,2,2-tetrachloro-
	1,1,2,2-Tetrachloroethane.
79447	Carbamic chloride, dimethyl-
	Dimethylcarbamoyl chloride.
79469	Propane, 2-nitro-
	2-Nitropropane.
80159	alpha, alpha-Dimethylbenzylhydroperoxide.
	Hydroperoxide, 1-methyl-1-phenylethyl-
80626	Methyl methacrylate.
	2-Propenoic acid, 2-methyl-, methyl ester.
81812	Warfarin, & salts.
	2H-1-Benzopyran-2-one, 4-hydroxy-3-(3-oxo-1-phenylbutyl)-, & salts.
82688	Benzene, pentachloronitro-
	PCNB.
	Pentachloronitrobenzene.
	Quinobenzene.
83329	Acenaphthene.
84662	Diethyl phthalate.
	1,2-Benzenedicarboxylic acid, diethyl ester.
84742	Di-n-butyl phthalate.
	Dibutyl phthalate.
	n-Butyl phthalate.
	1,2-Benzenedicarboxylic acid, dibutyl ester.
85007	Diquat.
85018	Phenanthrene.
85449	Phthalic anhydride.
	1,3-Isobenzofurandione.
85687	Butyl benzyl phthalate.
86306	N-Nitrosodiphenylamine.
86500	Guthion.
86737	Fluorene.
86884	alpha-Naphthylthiourea.
	Thiourea, 1-naphthalenyl-
87650	Phenol, 2,6-dichloro-
	2,6-Dichlorophenol.
87683	Hexachlorobutadiene.
	1,3-Butadiene, 1,1,2,3,4,4-hexachloro-
87865	Pentachlorophenol.
	Phenol, pentachloro-
88062	Phenol, 2,4,6-trichloro-
	2,4,6-Trichlorophenol.
88722	o-Nitrotoluene.
88755	o-Nitrophenol.
	2-Nitrophenol.
88857	Dinoseb.
	Phenol, 2-(1-methylpropyl)-4,6-dinitro-
90040	o-Anisidine.
91087	Benzene, 1,3-diisocyanatomethyl-
	Toluene diisocyanate.
	2,4-Toluene diisocyanate.

Environmental Protection Agency

§ 302.4

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

CASRN	Hazardous substance
91203	Naphthalene.
91225	Quinoline.
91587	beta-Chloronaphthalene. Naphthalene, 2-chloro-.
91598	2-Chloronaphthalene. beta-Naphthylamine.
91667	2-Naphthalenamine.
91805	N,N-Diethylaniline. Methapyrilene. 1,2-Ethanediamine, N,N-dimethyl-N'-2-pyridinyl- N'-(2-thenylmethyl)-.
91941	[1,1'-Biphenyl]-4,4'-diamine,3,3'-dichloro- 3,3'-Dichlorobenzidine.
92524	Biphenyl.
92671	4-Aminobiphenyl.
92875	Benzidine. [1,1'-Biphenyl]-4,4'-diamine.
92933	4-Nitrobiphenyl. Propanoic acid, 2-(2,4,5-trichlorophenoxy)-. Sivex (2,4,5-TP). 2,4,5-TP acid.
93765	Acetic acid, (2,4,5-trichlorophenoxy)-.
93721	2,4,5-T. 2,4,5-T acid.
93798	2,4,5-T esters.
94111	2,4-D Ester.
94586	Dihydrosofrole. 1,3-Benzodioxole, 5-propyl-.
94597	Safrole. 1,3-Benzodioxole, 5-(2-propenyl)-.
94791	2,4-D Ester.
94804	2,4-D Ester.
95476	o-Xylene.
95487	o-Cresol.
95501	Benzene, 1,2-dichloro-.
95534	o-Dichlorobenzene. 1,2-Dichlorobenzene. Benzenamine, 2-methyl- o-Toluidine.
95578	o-Chlorophenol. Phenol, 2-chloro-.
95807	2-Chlorophenol. Benzenediamine, ar-methyl- Toluenediamine. 2,4-Toluene diamine.
95943	Benzene, 1,2,4,5-tetrachloro-.
95954	1,2,4,5-Tetrachlorobenzene. Phenol, 2,4,5-trichloro-.
96093	2,4,5-Trichlorophenol.
96128	Styrene oxide. Propane, 1,2-dibromo-3-chloro-.
96457	1,2-Dibromo-3-chloropropane. Ethylenethiourea. 2-Imidazolidinethione.
97632	Ethyl methacrylate. 2-Propenoic acid, 2-methyl-, ethyl ester.
98011	Furfural. 2-Furancarboxaldehyde.
98077	Benzene, (trichloromethyl)-.
98099	Benzotrichloride. Benzenesulfonic acid chloride. Benzenesulfonyl chloride.
98828	Benzene, (1-methyl-ethyl)-. Cumene.
98862	Acetophenone. Ethanone, 1-phenyl-.
98873	Benzal chloride. Benzene, (dichloromethyl)-.
98984	Benzoyl chloride.
98953	Benzene, nitro-.

CASRN	Hazardous substance
99081	Nitrobenzene.
99354	m-Nitrotoluene. Benzene, 1,3,5-trinitro- 1,3,5-Trinitrobenzene.
99568	Benzenamine, 2-methyl-5-nitro- 5-Nitro-o-toluidine.
99650	m-Dinitrobenzene.
99990	p-Nitrotoluene.
100016	Benzenamine, 4-nitro- p-Nitroaniline. p-Nitrophenol. Phenol, 4-nitro- 4-Nitrophenol.
100254	p-Dinitrobenzene.
100414	Ethylbenzene.
100425	Styrene.
100447	Benzene, (chloromethyl)-. Benzyl chloride. Benzonitrile.
100470	N-Nitrosopiperidine.
100754	Piperidine, 1-nitroso-.
101144	Benzenamine, 4,4'-methylenebis[2-chloro- 4,4'-Methylenebis(2-chloroaniline). Barban.
101279	Carbamic acid, (3-chlorophenyl)-, 4-chloro-2- butynyl ester.
101553	Benzene, 1-bromo-4-phenoxy-.
101668	4-Bromophenyl phenyl ether. MDI. Methylene diphenyl diisocyanate.
101779	4,4'-Methylenedianiline.
103855	Phenylthiourea. Thiourea, phenyl-.
105464	sec-Butyl acetate.
105679	Phenol, 2,4-dimethyl-.
106423	2,4-Dimethylphenol.
106445	p-Xylene.
106467	p-Cresol. Benzene, 1,4-dichloro-.
106478	p-Dichlorobenzene. 1,4-Dichlorobenzene. Benzenamine, 4-chloro-.
106490	p-Chloroaniline. Benzenamine, 4-methyl- p-Toluidine.
106503	p-Phenylenediamine.
106514	p-Benzoquinone. 2,5-Cyclohexadiene-1,4-dione. Quinone.
106887	1,2-Epoxybutane.
106898	1-Chloro-2,3-epoxypropane. Epichlorohydrin. Oxirane, (chloromethyl)-.
106934	Dibromoethane. Ethane, 1,2-dibromo-.
106990	Ethylene dibromide. 1,3-Butadiene.
107028	Acrolein. 2-Propenal.
107051	Allyl chloride.
107062	Ethane, 1,2-dichloro-.
107108	Ethylene dichloride. 1,2-Dichloroethane. n-Propylamine. 1-Propanamine.
107120	Ethyl cyanide. Propanenitrile.
107131	Acrylonitrile. 2-Propenenitrile.
107153	Ethylenediamine.

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

CASRN	Hazardous substance
107186	Allyl alcohol.
	2-Propen-1-ol.
107197	Propargyl alcohol.
	2-Propyn-1-ol.
107200	Acetaldehyde, chloro-.
	Chloroacetaldehyde.
107211	Ethylene glycol.
107302	Chloromethyl methyl ether.
	Methane, chloromethoxy-.
107493	Diphosphoric acid, tetraethyl ester.
	Tetraethyl pyrophosphate.
107926	Butyric acid.
108054	Vinyl acetate.
	Vinyl acetate monomer.
108101	Hexone.
	Methyl isobutyl ketone.
	4-Methyl-2-pentanone.
108247	Acetic anhydride.
108316	Maleic anhydride.
	2,5-Furandione.
108383	m-Xylene.
108394	m-Cresol.
108463	Resorcinol.
	1,3-Benzenediol.
108501	Dichloroisopropyl ether.
	Propane, 2,2'-oxybis[2-chloro-.
108883	Benzene, methyl-.
	Toluene.
108907	Benzene, chloro-.
	Chlorobenzene.
108941	Cyclohexanone.
108952	Phenol.
108985	Benzenethiol.
	Thiophenol.
109068	Pyridine, 2-methyl-.
	2-Picoline.
109739	Butylamine.
109773	Malononitrile.
	Propanedinitrile.
109897	Diethylamine.
109999	Furan, tetrahydro-.
	Tetrahydrofuran.
110009	Furan.
	Furfuran.
110167	Maleic acid.
110178	Fumaric acid.
110190	iso-Butyl acetate.
110543	Hexane.
110758	Ethene, (2-chloroethoxy)-.
	2-Chloroethyl vinyl ether.
110805	Ethanol, 2-ethoxy-.
	Ethylene glycol monoethyl ether.
110827	Benzene, hexahydro-.
	Cyclohexane.
110861	Pyridine.
111422	Diethanolamine.
111444	Bis(2-chloroethyl) ether.
	Dichloroethyl ether.
	Ethane, 1,1'-oxybis[2-chloro-.
111546	Carbamodithioic acid, 1,2-ethanediybis-, salts & esters.
	Ethylenebisdithiocarbamic acid, salts & esters.
111911	Bis(2-chloroethoxy) methane.
	Dichloromethoxyethane.
	Ethane, 1,1'-[methylenebis(oxy)]bis[2-chloro-.
114261	Phenol, 2-(1-methylethoxy)-, methylcarbamate.
	Propoxur (Baygon).
115026	Azaserine.
	L-Serine, diazoacetate (ester).
115297	Endosulfan.

CASRN	Hazardous substance
	6,9-Methano-2,4,3-benzodioxathiepin,
	6,7,8,9,10,10-hexachloro-1,5,5a,6,9,9a-
	hexahydro-, 3-oxide.
115322	Dicofol.
116063	Aldicarb.
	Propanal, 2-methyl-2-(methylthio)-, O-
	[(methylamino)carbonyl]oxime.
117806	Dichloro.
117817	1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester.
	Bis(2-ethylhexyl)phthalate.
	DEHP.
	Diethylhexyl phthalate.
117840	Di-n-octyl phthalate.
	1,2-Benzenedicarboxylic acid, dioctyl ester.
118741	Benzene, hexachloro-.
	Hexachlorobenzene.
119380	Carbamic acid, dimethyl-, 3-methyl-1-(1-methylethyl)-1H-pyrazol-5-yl ester.
	Isolan.
119904	[1,1'-Biphenyl]-4,4'-diamine,3,3'-dimethoxy-3,3'-Dimethoxybenzidine.
119937	[1,1'-Biphenyl]-4,4'-diamine,3,3'-dimethyl-,3,3'-Dimethylbenzidine.
120127	Anthracene.
120581	Isosafrole.
	1,3-Benzodioxole, 5-(1-propenyl)-.
120809	Catechol.
120821	1,2,4-Trichlorobenzene.
120832	Phenol, 2,4-dichloro-.
	2,4-Dichlorophenol.
121142	Benzene, 1-methyl-2,4-dinitro-.
	2,4-Dinitrotoluene.
121211	Pyrethrins.
121299	Pyrethrins.
121448	Ethanolamine, N,N-diethyl-.
	Triethylamine.
121697	N,N-Dimethylaniline.
121755	Melathion.
122098	alpha, alpha-Dimethylphenethylamine.
	Benzeneethanolamine, alpha, alpha-dimethyl-.
122429	Carbamic acid, phenyl-, 1-methylethyl ester.
	Propham.
122667	Hydrazine, 1,2-diphenyl-.
	1,2-Diphenylhydrazine.
123319	Hydroquinone.
123331	Maleic hydrazide.
	3,6-Pyridazinedione, 1,2-dihydro-.
123386	Propionaldehyde.
123626	Propionic anhydride.
123637	Paraldehyde.
	1,3,5-Trioxane, 2,4,6-trimethyl-.
123739	Crotonaldehyde.
	2-Butenal.
123864	Butyl acetate.
123911	1,4-Diethyleneoxide.
	1,4-Dioxane.
123922	iso-Amyl acetate.
124049	Adipic acid.
124403	Dimethylamine.
	Methanolamine, N-methyl-.
	Sodium methylate.
124414	Chlorodibromomethane.
124481	Tris(2,3-dibromopropyl) phosphate.
126727	1-Propanol, 2,3-dibromo-, phosphate (3:1).
126987	Methacrylonitrile.
	2-Propenenitrile, 2-methyl-.
126998	Chloroprene.
127154	Ethene, tetrachloro-.
	Perchloroethylene.

Environmental Protection Agency

§ 302.4

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

CASRN	Hazardous substance
	Tetrachloroethylene.
127822	Zinc phenolsulfonate.
129000	Pyrene.
130154	1,4-Naphthalenedione.
	1,4-Naphthoquinone.
131113	Dimethyl phthalate.
	1,2-Benzenedicarboxylic acid, dimethyl ester.
131748	Ammonium picrate.
	Phenol, 2,4,6-trinitro-, ammonium salt.
131895	Phenol, 2-cyclohexyl-4,6-dinitro-.
	2-Cyclohexyl-4,6-dinitrophenol.
132649	Dibenzofuran.
133062	Captan.
133904	Chloramben.
134327	alpha-Naphthylamine.
	1-Naphthalenamine.
137268	Thioperoxydicarbonic diamide ([H2N]C(S)2S2, tetramethyl- Thiram.
137304	Zinc, bis(dimethylcarbamodithioato-S,S')-.
	Ziram.
140885	Ethyl acrylate.
	2-Propenoic acid, ethyl ester.
141766	Acetic acid, ethyl ester.
	Ethyl acetate.
142289	1,3-Dichloropropane.
142712	Cupric acetate.
142847	Dipropylamine.
	1-Propanamine, N-propyl-.
143339	Sodium cyanide Na(CN).
143500	Kepone.
	1,3,4-Metheno-2H-cyclobuta[cd]pentalen-2- one, 1,1a,3,3a,4,5,5a,5b,6- decachlorooctahydro-.
145733	Endothal.
	7-Oxabicyclo[2.2.1]heptane-2,3-dicarboxylic acid.
148823	L-Phenylalanine, 4-[bis(2-chloroethyl)amino]-.
	Melphalan.
151508	Potassium cyanide K(CN).
151564	Aziridine.
	Ethylenimine.
152169	Diphosphoramidate, octamethyl-.
	Octamethylpyrophosphoramida.
156605	Ethene, 1,2-dichloro- (E).
	1,2-Dichloroethylene.
156627	Calcium cyanamide.
189559	Benzo[rs]pentaphene.
	Dibenzo[a,h]pyrene.
191242	Benzo[ghi]perylene.
193395	Indeno[1,2,3-cd]pyrene.
205992	Benzo[b]fluoranthene.
206440	Fluoranthene.
207089	Benzo[k]fluoranthene.
209968	Acenaphthylene.
218019	Chrysene.
225514	Benzo[a]acridine.
237972	O,O-Diethyl O-pyrazinyl phosphoro- thioate.
	Phosphorothioic acid, O,O-diethyl O-pyrazinyl ester.
296000	Methyl parathion.
	Phosphorothioic acid, O,O-dimethyl O-(4- nitrophenyl) ester.
298022	Phorate.
	Phosphorodithioic acid, O,O-diethyl S- [(ethylthio) methyl] ester.
298044	Disulfoton.
	Phosphorodithioic acid, O,O-diethyl S-[2- (ethylthio)ethyl] ester.

CASRN	Hazardous substance
300765	Naled.
301042	Acetic acid, lead(2+) salt.
	Lead acetate.
302012	Hydrazine.
303344	Lasiocarpine.
	2-Butenoic acid, 2-methyl-, 7-[[2,3-dihydroxy-2- (1-methoxyethyl)-3-methyl-1- oxobutoxy]methyl]-2,3,5,7a-tetrahydro-1H- pyrrolizin-1-yl ester, [1S- [1alpha(Z),7(2S',3R')], 7aalpha]]-.
305033	Benzenebutanoic acid, 4-bis(2- chloroethyl)amino-.
	Chlorambucil.
309002	Aldrin.
	1,4:5,8-Dimethanonaphthalene, 1,2,3,4,10,10- hexachloro-1,4,4a,5,8,8a-hexahydro-, (1alpha,4alpha,4abeta,5alpha,8alpha, 8abeta)-.
311455	Diethyl-p-nitrophenyl phosphate.
	Phosphonic acid, diethyl 4-nitrophenyl ester.
315184	Mexacarbate.
	Phenol, 4-(dimethylamino)-3,5-dimethyl- methylcarbamate (ester).
319846	alpha-BHC.
319857	beta-BHC.
319868	delta-BHC.
329715	2,5-Dinitrophenol.
330541	Diuron.
333415	Diazinon.
334883	Diazomethane.
353504	Carbon oxyfluoride.
	Carbonic difluoride.
357573	Brucine.
	Strychnidin-10-one, 2,3-dimethoxy-.
460195	Cyanogen.
463581	Ethanedinitrile.
465736	Carbonyl sulfide.
	Isodrin.
	1,4:5,8-Dimethanonaphthalene, 1,2,3,4,10,10- hexachloro-1,4,4a,5,8,8a-hexahydro-, (1alpha,4alpha,4abeta,5beta,8beta, 8abeta)-.
492608	Auramine.
	Benzenamine, 4,4'-carbonimidoylbis[N,N-di- methyl-.
494031	Chloronaphazine.
	Naphthalenamine, N,N'-bis(2-chloro- ethyl)-.
496720	Benzenediamine, ar-methyl-.
	Toluenediamine.
	2,4-Toluene diamine.
504245	4-Aminopyridine.
	4-Pyridinamine.
504609	1-Methylbutadiene.
	1,3-Pentadiene.
506616	Argentate(1-), bis(cyano-C)-, potassium.
	Potassium silver cyanide.
506649	Silver cyanide Ag(CN).
506683	Cyanogen bromide (CN)Br.
506774	Cyanogen chloride (CN)Cl.
508876	Ammonium carbonate.
509967	Acetyl bromide.
509148	Methane, tetranitro-.
	Tetranitromethane.
510156	Benzenoacetic acid, 4-chloro- α - (4- chlorophenyl)- α -hydroxy-, ethyl ester.
	Chlorobenzilate.
513495	sec-Butylamine.
528290	o-Dinitrobenzene.
532274	2-Chloroacetophenone.
534521	4,6-Dinitro-o-cresol, and salts.

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

CASRN	Hazardous substance
540738	Phenol, 2-methyl-4,6-dinitro-, & salts.
	Hydrazine, 1,2-dimethyl-
	1,2-Dimethylhydrazine.
540841	2,2,4-Trimethylpentane.
540885	tert-Butyl acetate.
541093	Uranyl acetate.
541537	Dithioburet.
	Thioimidodicarbonic diamide [(H2N)C(S)]2NH.
541731	Benzene, 1,3-dichloro-.
	m-Dichlorobenzene.
	1,3-Dichlorobenzene.
542621	Barium cyanide.
542756	1-Propene, 1,3-dichloro-.
	1,3-Dichloropropene.
542767	Propenenitrile, 3-chloro-.
	3-Chloropropionitrile.
542881	Bis(chloromethyl)ether.
	Dichloromethyl ether.
	Methane, oxybis(chloro-.
543908	Cadmium acetate.
544183	Cobaltous formate.
544923	Copper cyanide Cu(CN).
554847	m-Nitrophenol.
557197	Nickel cyanide Ni(CN)2.
557211	Zinc cyanide Zn(CN)2.
	Zinc cyanide Zn(CN)2.
557346	Zinc acetate.
557415	Zinc formate.
563122	Ethion.
563688	Acetic acid, thallium(1+) salt.
	Thallium(I) acetate.
573568	2,6-Dinitrophenol.
584849	Benzene, 1,3-diisocyanatomethyl-.
	Toluene diisocyanate.
	2,4-Toluene diisocyanate.
591082	Acetamide, N-(aminothioxomethyl)-.
	1-Acetyl-2-thiourea.
592018	Calcium cyanide Ca(CN)2.
592041	Mercuric cyanide.
592858	Mercuric thiocyanate.
592870	Lead thiocyanate.
593602	Vinyl bromide.
594423	Methanesulfonyl chloride, trichloro-.
	Trichloromethanesulfonyl chloride.
598312	Bromoacetone.
	2-Propanone, 1-bromo-.
606202	Benzene, 2-methyl-1,3-dinitro-.
	2,6-Dinitrotoluene.
608731	HEXACHLOROXYCLOHEXANE (all isomers).
608935	Benzene, pentachloro-.
	Pentachlorobenzene.
609198	3,4,5-Trichlorophenol.
610399	3,4-Dinitrotoluene.
615532	Carbamic acid, methylnitroso-, ethyl ester.
	N-Nitroso-N-methylurethane.
621647	Di-n-propylnitrosamine.
	1-Propanamine, N-nitroso-N-propyl-.
624839	Methane, isocyanato-.
	Methyl isocyanate.
625161	tert-Amyl acetate.
626380	sec-Amyl acetate.
628637	Amyl acetate.
628864	Fulminic acid, mercury(2+)salt.
	Mercury fulminate.
630104	Selenourea.
630206	Ethane, 1,1,1,2-tetrachloro-.
	1,1,1,2-Tetrachloroethane.
631618	Ammonium acetate.
636215	Benzenamine, 2-methyl-, hydrochloride.

CASRN	Hazardous substance
	o-Toluidine hydrochloride.
640197	Acetamide, 2-fluoro-.
	Fluoroacetamide.
644644	Carbamic acid, dimethyl-, 1-[(dimethyl- amino)carbonyl]-5-methyl-1H-pyrazol-3-yl ester.
	Dimellian.
680319	Hexamethylphosphoramide.
684935	N-Nitroso-N-methylurea.
	Urea, N-methyl-N-nitroso-.
692422	Arsine, diethyl-.
	Diethylarsine.
696286	Arsinous dichloride, phenyl-.
	Dichlorophenylarsine.
757584	Hexaethyl tetraphosphate.
	Tetraphosphoric acid, hexaethyl ester.
759739	N-Nitroso-N-ethylurea.
	Urea, N-ethyl-N-nitroso-.
764410	1,4-Dichloro-2-butene.
	2-Butene, 1,4-dichloro-.
765344	Glycidylaldehyde.
	Oxiranecarboxyaldehyde.
815827	Cupric tartrate.
822060	Hexamethylene-1,6-diisocyanate.
823405	Benzenediamine, ar-methyl-.
	Toluenediamine.
	2,4-Toluene diamine.
924163	N-Nitrosodi-n-butylamine.
	1-Butanamine, N-butyl-N-nitroso-.
930552	N-Nitrosopyrrolidine.
	Pyrrolidine, 1-nitroso-.
933755	2,3,6-Trichlorophenol.
933789	2,3,5-Trichlorophenol.
959888	alpha-Endosulfan.
1024573	Heptachlor epoxide.
1031078	Endosulfan sulfate.
1066304	Chromic acetate.
1066337	Ammonium bicarbonate.
1072351	Lead stearate.
1111780	Ammonium carbamate.
1116547	Ethanol, 2,2-(nitrosoimino)bis-.
	N-Nitrosodiethanolamine.
1120714	1,2-Oxathiolane, 2,2-dioxide.
	1,3-Propane sulfone.
1129415	Carbamic acid, methyl-, 3-methylphenyl ester.
	Metolcarb.
1185575	Ferri ammonium citrate.
1194656	Dichlobent.
1300716	Xylenol.
1303282	Arsenic oxide As2O5.
	Arsenic pentoxide.
1303328	Arsenic disulfide.
1303339	Arsenic trisulfide.
1309844	Antimony trioxide.
1310583	Potassium hydroxide.
1310732	Sodium hydroxide.
1314325	Thallic oxide.
1314621	Thallium oxide Tl2O3.
	Vanadium oxide V2O5.
	Vanadium pentoxide.
1314803	Phosphorus pentasulfide.
	Phosphorus sulfide.
	Sulfur phosphide.
1314847	Zinc phosphide Zn3P2.
1314870	Lead sulfide.
1319728	2,4,5-T amines.
1319773	Cresol (cresylic acid).
	Cresols (isomers and mixture).
	Cresylic acid (isomers and mixture).
	Phenol, methyl-.

Environmental Protection Agency

§ 302.4

APPENDIX A TO § 302.4--SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES--Continued

APPENDIX A TO § 302.4--SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES--Continued

CASRN	Hazardous substance
1320189	2,4-D Ester.
1321126	Nitrotoluene.
1327533	Arsenic oxide As ₂ O ₃ .
1330207	Benzene, dimethyl- Xylene. Xylene (mixed). Xylenes (isomers and mixture).
1332076	Zinc borate.
1332214	Asbestos.
1333831	Sodium bifluoride.
1335326	Lead subacetate.
1336216	Lead, bis(acetato-O)tetrahydroxytri.
1336363	Ammonium hydroxide. Aroclors, PCBs.
1338234	POLYCHLORINATED BIPHENYLS. Methyl ethyl ketone peroxide. 2-Butanone peroxide.
1338245	Naphthenic acid.
1341487	Ammonium bifluoride.
1464535	1,2,3,4-Diepoxybutane. 2,2'-Bioxirane.
1563388	7-Benzofuranol, 2,3-dihydro-2,2-dimethyl- Carboluran phenol.
1563662	7-Benzofuranol, 2,3-dihydro-2,2-dimethyl- methylcarbamate. Carboluran.
1582098	Trifluralin.
1615801	Hydrazine, 1,2-diethyl- N,N'-Diethylhydrazine.
1634044	Methyl tert-butyl ether.
1646884	Aldicarb sulfone. Propanal, 2-methyl-2-(methyl-sulfonyl)-, O- [(methylamino)carbonyl] oxime.
1746016	TCDD. 2,3,7,8-Tetrachlorodibenzo-p-dioxin.
1762954	Ammonium thiocyanate.
1863634	Ammonium benzoate.
1888717	Hexachloropropene. 1-Propene, 1,1,2,2,3,3-hexachloro-.
1918009	Dicamba.
1928387	2,4-D Ester.
1928478	2,4,5-T esters.
1928616	2,4-D Ester.
1929733	2,4-D Ester.
2008460	2,4,5-T amines.
2032657	Mercaptodimethur. Methiocarb. Phenol, (3,5-dimethyl-4-(methylthio)-, methylcarbamate.
2303164	Carbamothioic acid, bis(1-methylethyl)-, S-(2,3-dichloro-2-propenyl) ester.
2303175	Diallate. Carbamothioic acid, bis(1-methylethyl)-, S- (2,3,3-trichloro-2-propenyl) ester.
2312358	Triallate.
2545597	Propargile.
2631370	2,4,5-T esters. Phenol, 3-methyl-5-(1-methylethyl)-, methyl car- bamate. Promecarb.
2763964	3(2H)-Isoxazolone, 5-(aminomethyl)-. 5-(Aminomethyl)-3-isoxazolol.
2764729	Diquat
2921882	Chlorpyrifos.
2944674	Ferric ammonium oxalate.
2971382	2,4-D Ester.
3012655	Ammonium citrate, dibasic.
3164292	Ammonium tartrate.

CASRN	Hazardous substance
3165933	Benzenamine, 4-chloro-2-methyl- hydrochloride.
3251238	4-Chloro-o-toluidine, hydrochloride.
3288582	Cupric nitrate. O,O-Diethyl S-methyl dithiophosphate. Phosphorodithioic acid, O,O-diethyl S-methyl ester.
3486359	Zinc carbonate.
3547044	DDE.
3689245	Tetraethylthiopyrophosphate. Thiodiphosphoric acid, tetraethyl ester.
3813147	2,4,5-T amines.
4170303	Crotonaldehyde. 2-Butenal.
4549400	N-Nitrosomethylvinylamine. Vinylamine, N-methyl-N-nitroso-.
5344821	Thiourea, (2-chlorophenyl)-. 1-(o-Chlorophenyl)thiourea.
5893663	Cupric oxalate.
5952261	Ethanol, 2,2'-oxybis-, dicarbamate. Diethylene glycol, dicarbamate.
5972736	Ammonium oxalate.
8009707	Ammonium oxalate.
8369966	2,4,5-T amines.
8369977	2,4,5-T amines.
8533739	Carbonic acid, dithallium(1+) salt. Thallium(I) carbonate.
7005723	4-Chlorophenyl phenyl ether.
7421934	Endrin aldehyde.
7428480	Lead stearate.
7439921	Lead.
7439976	Mercury.
7440020	Nickel.
7440224	Silver.
7440235	Sodium.
7440280	Thallium.
7440360	Antimony.
7440382	Arsenic.
7440417	Beryllium. Beryllium powder.
7440439	Cadmium.
7440473	Chromium.
7440508	Copper.
7440666	Zinc.
7446084	Selenium dioxide. Selenium oxide.
7446142	Lead sulfate.
7446186	Sulfuric acid, dithallium(1+) salt. Thallium(I) sulfate.
7446277	Lead phosphate. Phosphoric acid, lead(2+) salt (2:3).
7447394	Cupric chloride.
7488564	Selenium sulfide SeS ₂ .
7550450	Titanium tetrachloride.
7558794	Sodium phosphate, dibasic.
7601549	Sodium phosphate, tribasic.
7631892	Sodium arsenate.
7631905	Sodium bisulfite.
7632000	Sodium nitrite.
7645252	Lead arsenate.
7646857	Zinc chloride.
7647010	Hydrochloric acid. Hydrogen chloride.
7647189	Antimony pentachloride.
7654382	Phosphoric acid.
7664393	Hydrofluoric acid. Hydrogen fluoride.
7684417	Ammonia.
7664939	Sulfuric acid.
7681494	Sodium fluoride.

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

CASRN	Hazardous substance
7681529	Sodium hypochlorite.
7697372	Nitric acid.
7699458	Zinc bromide.
7705080	Ferric chloride.
7718549	Nickel chloride.
7719122	Phosphorus trichloride.
7720787	Ferrous sulfate.
7722647	Potassium permanganate.
7723140	Phosphorus.
7733020	Zinc sulfate.
7738945	Chromic acid.
7758943	Ferrous chloride.
7758954	Lead chloride.
7758987	Cupric sulfate.
7761888	Silver nitrate.
7773060	Ammonium sulfamate.
7775113	Sodium chromate.
7778394	Arsenic acid H ₃ AsO ₄ .
7778441	Calcium arsenate.
7778509	Potassium bichromate.
7778543	Calcium hypochlorite.
7779864	Zinc hydrosulfite.
7779886	Zinc nitrate.
7782414	Fluorine.
7782492	Selenium.
7782505	Chlorine.
7782630	Ferrous sulfate.
7782823	Sodium selenite.
7782867	Mercurous nitrate.
7783008	Selenious acid.
7783064	Hydrogen sulfide H ₂ S.
7783359	Mercuric sulfate.
7783462	Lead fluoride.
7783495	Zinc fluoride.
7783568	Ferric fluoride.
7783584	Antimony trifluoride.
7784341	Arsenic trichloride.
7784409	Lead arsenate.
7784410	Potassium arsenate.
7784465	Sodium arsenite.
7786347	Mevinphos.
7786814	Nickel sulfate.
7787475	Beryllium chloride.
7787497	Beryllium fluoride.
7787555	Beryllium nitrate.
7788989	Ammonium chromate.
7789006	Potassium chromate.
7789062	Strontium chromate.
7789095	Ammonium bichromate.
7789426	Cadmium bromide.
7789437	Cobaltous bromide.
7789619	Antimony tribromide.
7790945	Chlorosulfonic acid.
7791120	Thallium chloride TlCl.
7803512	Hydrogen phosphide.
	Phosphine.
7803556	Ammonium vanadate.
	Vanadic acid, ammonium salt.
8001352	Chlorinated camphene.
	Toxaphene.
8003198	Dichloropropane—Dichloropropene (mixture).
8003347	Pyrethrins.
8014957	Sulfuric acid.
10022705	Sodium hypochlorite.
10025673	Phosphorus oxychloride.
10025919	Antimony trichloride.
10026116	Zirconium tetrachloride.
10028225	Ferric sulfate.
10031591	Sulfuric acid, dithallium(1+) salt.
	Thallium(I) sulfate.

CASRN	Hazardous substance
10039324	Sodium phosphate, dibasic.
10043013	Aluminum sulfate.
10045893	Ferrous ammonium sulfate.
10045940	Mercuric nitrate.
10049055	Chromous chloride.
10099748	Lead nitrate.
10101538	Chromic sulfate.
10101630	Lead iodide.
10101890	Sodium phosphate, tribasic.
10102064	Uranyl nitrate.
10102188	Sodium selenite.
10102439	Nitric oxide.
	Nitrogen oxide NO.
10102440	Nitrogen dioxide.
	Nitrogen oxide NO ₂ .
10102451	Nitric acid, thallium(1+) salt.
	Thallium(I) nitrate.
10102484	Lead arsenate.
10108642	Cadmium chloride.
10124502	Potassium arsenite.
10140655	Sodium phosphate, dibasic.
10192300	Ammonium bisulfite.
10196040	Ammonium sulfite.
10361894	Sodium phosphate, tribasic.
10380297	Cupric sulfate, ammoniated.
10415755	Mercurous nitrate.
10421484	Ferric nitrate.
10544726	Nitrogen dioxide.
	Nitrogen oxide NO ₂ .
10588019	Sodium bichromate.
10605217	Carbamic acid, 1H-benzimidazol-2-yl, methyl ester.
	Carbendazim.
11096825	Aroclor 1260.
11097691	Aroclor 1254.
11104282	Aroclor 1221.
11115745	Chromic acid.
11141165	Aroclor 1232.
12002038	Cupric acetoarsenite.
12039520	Selenious acid, dithallium(1+) salt.
	Thallium (I) selenite.
12054487	Nickel hydroxide.
12125018	Ammonium fluoride.
12125029	Ammonium chloride.
12135761	Ammonium sulfide.
12672296	Aroclor 1248.
12674112	Aroclor 1016.
12771083	Sulfur monochloride.
13463393	Nickel carbonyl Ni(CO) ₄ , (T-4).
13560991	2,4,5-T salts.
13597994	Beryllium nitrate.
13746899	Zirconium nitrate.
13765190	Calcium chromate.
	Chromic acid H ₂ CrO ₄ , calcium salt.
13814965	Lead fluoroborate.
13826830	Ammonium fluoroborate.
13952846	sec-Butylamine.
14017415	Cobaltous sulfamate.
14216752	Nickel nitrate.
14256492	Ammonium oxalate.
14307358	Lithium chromate.
14307438	Ammonium tartrate.
14639975	Zinc ammonium chloride.
14639986	Zinc ammonium chloride.
14844612	Zirconium sulfate.
15339363	Manganese, bis(dimethylcarbamodithioato-S,S')
	Manganese dimethylthiocarbamate.
15699180	Nickel ammonium sulfate.
15739807	Lead sulfate.

Environmental Protection Agency

§ 302.4

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

CASRN	Hazardous substance
15950660	2,3,4-Trichlorophenol.
16721805	Sodium hydrosulfide.
16752775	Ethanimidothioic acid, N- [[methylamino]carbonyl]oxy], methyl ester. Methomyl.
16871719	Zinc silicofluoride.
16919190	Ammonium silicofluoride.
16923958	Zirconium potassium fluoride.
17702577	Formparanate. Methanimidamide, N,N-dimethyl-N'-[2-methyl-4- [[methylamino]carbonyl]oxy]phenyl]-. Benomyl.
17804352	Carbamic acid, [1-(butylamino)carbonyl]-1H- benzimidazol-2-yl], methyl ester.
18883664	D-Glucose, 2-deoxy-2-[[methylnitrosoamino]-car- bonyl]amino]-. Glucopyranose, 2-deoxy-2-(3-methyl-3- nitrosoamido)-, D-. Streptozotocin.
20816120	Osmium oxide OsO ₄ , (T-4). Osmium tetroxide.
20830813	Daunomycin. 5,12-Naphthacenedione, 8-acetyl-10-[[3-amino- 2,3,6-trideoxy-alpha-L-lyxo- hexopyranosyl]oxy]-7,8,9,10-tetrahydro- 6,8,11-trihydroxy-1-methoxy-, (8S-cis)-.
20859736	Aluminum phosphide.
22781233	Bendiocarb. 1,3-Benzodioxol-4-ol, 2,2-dimethyl-, methyl car- bamate.
22961826	Bendiocarb phenol. 1,3-Benzodioxol-4-ol, 2,2-dimethyl-.
23135220	Ethanimidothioic acid, 2-(dimethylamino)-N- [[methylamino]carbonyl]oxy]-2-oxo-, methyl ester. Oxamyl.
23422539	Methanimidamide, N,N-dimethyl-N'-[3- [[methylamino]-carbonyl]oxy]phenyl]-, monohydrochloride. Formetanate hydrochloride.
23564058	Carbamic acid, [1,2- phenylenebis(iminocarbonothioyl)]bis-, di- methyl ester. Thiophanale-methyl.
23950585	Benzamide, 3,5-dichloro-N-(1,1- dimethyl-2- propynyl)-. Pronamide.
25154545	Dinitrobenzene (mixed).
25154556	Nitrophenol (mixed).
25155300	Sodium dodecylbenzenesulfonate.
25167822	Trichlorophenol.
25168154	2,4,5-T esters.
25168267	2,4-D Ester.
25321146	Dinitrotoluene.
25321226	Dichlorobenzene.
25376458	Benzenediamine, ar-methyl-. Toluenediamine. 2,4-Toluene diamine.
25560587	Dinitrophenol.
26264062	Calcium dodecylbenzenesulfonate.
26419738	1,3-Dithiolane-2-carboxaldehyde, 2,4-dimethyl-, O-[[methylamino]carbonyl]oxime. Tirpate.
26471625	Benzene, 1,3-diisocyanatomethyl-. Toluene diisocyanate. 2,4-Toluene diisocyanate.
26628226	Sodium azide.
26638197	Dichloropropane.
26952238	Dichloropropene.
27176870	Dodecylbenzenesulfonic acid.

APPENDIX A TO § 302.4—SEQUENTIAL CAS
 REGISTRY NUMBER LIST OF CERCLA HAZ-
 ARDOUS SUBSTANCES—Continued

CASRN	Hazardous substance
27323417	Triethanolamine dodecylbenzene sulfonate.
27774136	Vanadyl sulfate.
28300745	Antimony potassium tartrate.
30525894	Paraformaldehyde.
30558431	Ethanimidothioic acid, 2-(dimethylamino)-N-hy- droxy-2-oxo-, methyl ester. A2213.
32534955	2,4,5-TP esters.
33213659	beta - Endosulfan.
36478769	Uranyl nitrate.
37211055	Nickel chloride.
39196184	Thiofanox. 2-Butanone, 3,3-dimethyl-1-(methylthio)-O- [[methylamino]carbonyl] oxime. Isopropanolamine dodecylbenzenesulfonate. Zinc ammonium chloride.
42504461	Lead stearate.
52626258	Calcium arsenite.
52652592	Carbamothioic acid, dipropyl-, S-(phenylmethyl) ester. Prosulfocarb.
52740166	2,4-D Ester.
52886809	Aroclor 1242.
53467111	Carbamic acid, [[diethylamino]-thio]methyl-, 2,3- dihydro-2,2-dimethyl-7-benzofuranyl ester. Carbosulfan.
53469219	Ferric ammonium oxalate.
55285148	Lead stearate.
55488874	Ethanimidothioic acid, N,N'- [thio]bis[[methylamino]carbonyloxy]]bis-, di- methyl ester. Thiodicarb.
56189094	2,4,5-T esters.
56189094	
59669260	
61792072	

APPENDIX B TO § 302.4—RADIONUCLIDES

Radionuclide	Atomic Number	Final RQ Ci (Bq)
Radionuclides@		15(3.7E 10)
Actinium-224	89	100 (3.7E 12)
Actinium-225	89	1 (3.7E 10)
Actinium-226	89	10 (3.7E 11)
Actinium-227	89	0.001 (3.7E 7)
Actinium-228	89	10 (3.7E 11)
Aluminum-26	13	10 (3.7E 11)
Americium-237	95	1000 (3.7E 13)
Americium-238	95	100 (3.7E 12)
Americium-239	95	100 (3.7E 12)
Americium-240	95	10 (3.7E 11)
Americium-241	95	0.01 (3.7E 8)
Americium-242m	95	0.01 (3.7E 8)
Americium-242	95	100 (3.7E 12)
Americium-243	95	0.01 (3.7E 8)
Americium-244m	95	1000 (3.7E 13)
Americium-244	95	10 (3.7E 11)
Americium-245	95	1000 (3.7E 13)
Americium-246m	95	1000 (3.7E 13)
Americium-246	95	1000 (3.7E 13)
Antimony-115	51	1000 (3.7E 13)
Antimony-116m	51	100 (3.7E 12)
Antimony-116	51	1000 (3.7E 13)
Antimony-117	51	1000 (3.7E 13)
Antimony-118m	51	10 (3.7E 11)
Antimony-119	51	1000 (3.7E 13)
Antimony-120 (16 min)	51	1000 (3.7E 13)
Antimony-120 (5.76 day)	51	10 (3.7E 11)
Antimony-122	51	10 (3.7E 11)
Antimony-124m	51	1000 (3.7E 13)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

APPENDIX B TO § 302.4—RADIONUCLIDES—
 Continued

APPENDIX B TO § 302.4—RADIONUCLIDES—
 Continued

Radionuclide	Atomic Number	Final RO Ci (Bq)
Antimony-124	51	10 (3.7E 11)
Antimony-125	51	10 (3.7E 11)
Antimony-126m	51	1000 (3.7E 13)
Antimony-126	51	10 (3.7E 11)
Antimony-127	51	10 (3.7E 11)
Antimony-128 (10.4 min)	51	1000 (3.7E 13)
Antimony-128 (9.01 hr)	51	10 (3.7E 11)
Antimony-129	51	100 (3.7E 12)
Antimony-130	51	100 (3.7E 12)
Antimony-131	51	1000 (3.7E 13)
Argon-39	18	1000 (3.7E 13)
Argon-41	18	10 (3.7E 11)
Arsenic-69	33	1000 (3.7E 13)
Arsenic-70	33	100 (3.7E 12)
Arsenic-71	33	100 (3.7E 12)
Arsenic-72	33	10 (3.7E 11)
Arsenic-73	33	100 (3.7E 12)
Arsenic-74	33	10 (3.7E 11)
Arsenic-76	33	100 (3.7E 12)
Arsenic-77	33	1000 (3.7E 13)
Arsenic-78	33	100 (3.7E 12)
Astatine-207	85	100 (3.7E 12)
Astatine-211	85	100 (3.7E 12)
Barium-126	56	1000 (3.7E 13)
Barium-129	56	10 (3.7E 11)
Barium-131m	56	1000 (3.7E 13)
Barium-131	56	10 (3.7E 11)
Barium-133m	56	100 (3.7E 12)
Barium-133	56	10 (3.7E 11)
Barium-135m	56	1000 (3.7E 13)
Barium-139	56	1000 (3.7E 13)
Barium-140	56	10 (3.7E 11)
Barium-141	56	1000 (3.7E 13)
Barium-142	56	1000 (3.7E 13)
Berkelium-245	97	100 (3.7E 12)
Berkelium-246	97	10 (3.7E 11)
Berkelium-247	97	0.01 (3.7E 8)
Berkelium-249	97	1 (3.7E 10)
Berkelium-250	97	100 (3.7E 12)
Beryllium-7	4	100 (3.7E 12)
Beryllium-10	4	1 (3.7E 10)
Bismuth-200	83	100 (3.7E 12)
Bismuth-201	83	100 (3.7E 12)
Bismuth-202	83	1000 (3.7E 13)
Bismuth-203	83	10 (3.7E 11)
Bismuth-205	83	10 (3.7E 11)
Bismuth-206	83	10 (3.7E 11)
Bismuth-207	83	10 (3.7E 11)
Bismuth-210m	83	0.1 (3.7E 9)
Bismuth-210	83	10 (3.7E 11)
Bismuth-212	83	100 (3.7E 12)
Bismuth-213	83	100 (3.7E 12)
Bismuth-214	83	100 (3.7E 12)
Bromine-74m	35	100 (3.7E 12)
Bromine-74	35	100 (3.7E 12)
Bromine-75	35	100 (3.7E 12)
Bromine-76	35	10 (3.7E 11)
Bromine-77	35	100 (3.7E 12)
Bromine-80m	35	1000 (3.7E 13)
Bromine-80	35	1000 (3.7E 13)
Bromine-82	35	10 (3.7E 11)
Bromine-83	35	1000 (3.7E 13)
Bromine-84	35	100 (3.7E 12)
Cadmium-104	48	1000 (3.7E 13)
Cadmium-107	48	1000 (3.7E 13)
Cadmium-109	48	1 (3.7E 10)
Cadmium-113m	48	0.1 (3.7E 9)
Cadmium-113	48	0.1 (3.7E 9)
Cadmium-115m	48	10 (3.7E 11)
Cadmium-115	48	100 (3.7E 12)

Radionuclide	Atomic Number	Final RO Ci (Bq)
Cadmium-117m	48	10 (3.7E 11)
Cadmium-117	48	100 (3.7E 12)
Calcium-41	20	10 (3.7E 11)
Calcium-45	20	10 (3.7E 11)
Calcium-47	20	10 (3.7E 11)
Californium-244	98	1000 (3.7E 13)
Californium-246	98	10 (3.7E 11)
Californium-248	98	0.1 (3.7E 9)
Californium-249	98	0.01 (3.7E 8)
Californium-250	98	0.01 (3.7E 8)
Californium-251	98	0.01 (3.7E 8)
Californium-252	98	0.1 (3.7E 9)
Californium-253	98	10 (3.7E 11)
Californium-254	98	0.1 (3.7E 9)
Carbon-11	6	1000 (3.7E 13)
Carbon-14	6	10 (3.7E 11)
Cerium-134	58	10 (3.7E 11)
Cerium-135	58	10 (3.7E 11)
Cerium-137m	58	100 (3.7E 12)
Cerium-137	58	1000 (3.7E 13)
Cerium-139	58	100 (3.7E 12)
Cerium-141	58	10 (3.7E 11)
Cerium-143	58	100 (3.7E 12)
Cerium-144	58	1 (3.7E 10)
Cesium-125	55	1000 (3.7E 13)
Cesium-127	55	100 (3.7E 12)
Cesium-129	55	100 (3.7E 12)
Cesium-130	55	1000 (3.7E 13)
Cesium-131	55	1000 (3.7E 13)
Cesium-132	55	10 (3.7E 11)
Cesium-134m	55	1000 (3.7E 13)
Cesium-134	55	1 (3.7E 10)
Cesium-135m	55	100 (3.7E 12)
Cesium-135	55	10 (3.7E 11)
Cesium-136	55	10 (3.7E 11)
Cesium-137	55	1 (3.7E 10)
Cesium-138	55	100 (3.7E 12)
Chlorine-36	17	10 (3.7E 11)
Chlorine-38	17	100 (3.7E 12)
Chlorine-39	17	100 (3.7E 12)
Chromium-48	24	100 (3.7E 12)
Chromium-49	24	1000 (3.7E 13)
Chromium-51	24	1000 (3.7E 13)
Cobalt-55	27	10 (3.7E 11)
Cobalt-56	27	10 (3.7E 11)
Cobalt-57	27	100 (3.7E 12)
Cobalt-58m	27	1000 (3.7E 13)
Cobalt-58	27	10 (3.7E 11)
Cobalt-60m	27	1000 (3.7E 13)
Cobalt-60	27	10 (3.7E 11)
Cobalt-61	27	1000 (3.7E 13)
Cobalt-62m	27	1000 (3.7E 13)
Copper-60	29	100 (3.7E 12)
Copper-61	29	100 (3.7E 12)
Copper-64	29	1000 (3.7E 13)
Copper-67	29	100 (3.7E 12)
Curium-238	96	1000 (3.7E 13)
Curium-240	96	1 (3.7E 10)
Curium-241	96	10 (3.7E 11)
Curium-242	96	1 (3.7E 10)
Curium-243	96	0.01 (3.7E 8)
Curium-244	96	0.01 (3.7E 8)
Curium-245	96	0.01 (3.7E 8)
Curium-246	96	0.01 (3.7E 8)
Curium-247	96	0.01 (3.7E 8)
Curium-248	96	0.001 (3.7E 7)
Curium-249	96	1000 (3.7E 13)
Dysprosium-155	66	100 (3.7E 12)
Dysprosium-157	66	100 (3.7E 12)
Dysprosium-159	66	100 (3.7E 12)

Environmental Protection Agency

§ 302.4

APPENDIX B TO § 302.4—RADIONUCLIDES—
 Continued

APPENDIX B TO § 302.4—RADIONUCLIDES—
 Continued

Radionuclide	Atomic Number	Final RQ Ci (Bq)
Dysprosium-165	66	1000 (3.7E 13)
Dysprosium-166	66	10 (3.7E 11)
Einsteinium-250	99	10 (3.7E 11)
Einsteinium-251	99	1000 (3.7E 13)
Einsteinium-253	99	10 (3.7E 11)
Einsteinium-254m	99	1 (3.7E 10)
Einsteinium-254	99	0.1 (3.7E 9)
Erbium-161	68	100 (3.7E 12)
Erbium-165	68	1000 (3.7E 13)
Erbium-169	68	100 (3.7E 12)
Erbium-171	68	100 (3.7E 12)
Erbium-172	68	10 (3.7E 11)
Europium-145	63	10 (3.7E 11)
Europium-146	63	10 (3.7E 11)
Europium-147	63	10 (3.7E 11)
Europium-148	63	10 (3.7E 11)
Europium-149	63	100 (3.7E 12)
Europium-150 (12.6 hr)	63	1000 (3.7E 13)
Europium-150 (34.2 yr)	63	10 (3.7E 11)
Europium-152m	63	100 (3.7E 12)
Europium-152	63	10 (3.7E 11)
Europium-154	63	10 (3.7E 11)
Europium-155	63	10 (3.7E 11)
Europium-156	63	10 (3.7E 11)
Europium-157	63	10 (3.7E 11)
Europium-158	63	1000 (3.7E 13)
Fermium-252	100	10 (3.7E 11)
Fermium-253	100	10 (3.7E 11)
Fermium-254	100	100 (3.7E 12)
Fermium-255	100	100 (3.7E 12)
Fermium-257	100	1 (3.7E 10)
Fluorine-18	9	1000 (3.7E 13)
Francium-222	87	100 (3.7E 12)
Francium-223	87	100 (3.7E 12)
Gadolinium-145	64	100 (3.7E 12)
Gadolinium-146	64	10 (3.7E 11)
Gadolinium-147	64	10 (3.7E 11)
Gadolinium-148	64	0.001 (3.7E 7)
Gadolinium-149	64	100 (3.7E 12)
Gadolinium-151	64	100 (3.7E 12)
Gadolinium-152	64	0.001 (3.7E 7)
Gadolinium-153	64	10 (3.7E 11)
Gadolinium-159	64	1000 (3.7E 13)
Gallium-65	31	1000 (3.7E 13)
Gallium-66	31	10 (3.7E 11)
Gallium-67	31	100 (3.7E 12)
Gallium-68	31	1000 (3.7E 13)
Gallium-70	31	1000 (3.7E 13)
Gallium-72	31	10 (3.7E 11)
Gallium-73	31	100 (3.7E 12)
Germanium-66	32	100 (3.7E 12)
Germanium-67	32	1000 (3.7E 13)
Germanium-68	32	10 (3.7E 11)
Germanium-69	32	10 (3.7E 11)
Germanium-71	32	1000 (3.7E 13)
Germanium-75	32	1000 (3.7E 13)
Germanium-77	32	10 (3.7E 11)
Germanium-78	32	1000 (3.7E 13)
Gold-193	79	100 (3.7E 12)
Gold-194	79	10 (3.7E 11)
Gold-195	79	100 (3.7E 12)
Gold-198m	79	10 (3.7E 11)
Gold-198	79	100 (3.7E 12)
Gold-199	79	100 (3.7E 12)
Gold-200m	79	10 (3.7E 11)
Gold-200	79	1000 (3.7E 13)
Gold-201	79	1000 (3.7E 13)
Hafnium-170	72	100 (3.7E 12)
Hafnium-172	72	1 (3.7E 10)
Hafnium-173	72	100 (3.7E 12)

Radionuclide	Atomic Number	Final RQ Ci (Bq)
Hafnium-175	72	100 (3.7E 12)
Hafnium-177m	72	1000 (3.7E 13)
Hafnium-178m	72	0.1 (3.7E 9)
Hafnium-179m	72	100 (3.7E 12)
Hafnium-180m	72	100 (3.7E 12)
Hafnium-181	72	10 (3.7E 11)
Hafnium-182m	72	100 (3.7E 12)
Hafnium-182	72	0.1 (3.7E 9)
Hafnium-183	72	100 (3.7E 12)
Hafnium-184	72	100 (3.7E 12)
Holmium-155	67	1000 (3.7E 13)
Holmium-157	67	1000 (3.7E 13)
Holmium-159	67	1000 (3.7E 13)
Holmium-161	67	1000 (3.7E 13)
Holmium-162m	67	1000 (3.7E 13)
Holmium-162	67	1000 (3.7E 13)
Holmium-164m	67	1000 (3.7E 13)
Holmium-164	67	1000 (3.7E 13)
Holmium-166m	67	1 (3.7E 10)
Holmium-166	67	100 (3.7E 12)
Holmium-167	67	100 (3.7E 12)
Hydrogen-3	1	100 (3.7E 12)
Indium-109	49	100 (3.7E 12)
Indium-110 (69.1 min)	49	100 (3.7E 12)
Indium-110 (4.9 hr)	49	10 (3.7E 11)
Indium-111	49	100 (3.7E 12)
Indium-112	49	1000 (3.7E 13)
Indium-113m	49	1000 (3.7E 13)
Indium-114m	49	10 (3.7E 11)
Indium-115m	49	100 (3.7E 12)
Indium-115	49	0.1 (3.7E 9)
Indium-116m	49	100 (3.7E 12)
Indium-117m	49	100 (3.7E 12)
Indium-117	49	1000 (3.7E 13)
Indium-119m	49	1000 (3.7E 13)
Iodine-120m	53	100 (3.7E 12)
Iodine-120	53	10 (3.7E 11)
Iodine-121	53	100 (3.7E 12)
Iodine-123	53	10 (3.7E 11)
Iodine-124	53	0.1 (3.7E 9)
Iodine-125	53	0.01 (3.7E 8)
Iodine-126	53	0.01 (3.7E 8)
Iodine-128	53	1000 (3.7E 13)
Iodine-129	53	0.001 (3.7E 7)
Iodine-130	53	1 (3.7E 10)
Iodine-131	53	0.01 (3.7E 8)
Iodine-132m	53	10 (3.7E 11)
Iodine-132	53	10 (3.7E 11)
Iodine-133	53	0.1 (3.7E 9)
Iodine-134	53	100 (3.7E 12)
Iodine-135	53	10 (3.7E 11)
Iridium-182	77	1000 (3.7E 13)
Iridium-184	77	100 (3.7E 12)
Iridium-185	77	100 (3.7E 12)
Iridium-186	77	10 (3.7E 11)
Iridium-187	77	100 (3.7E 12)
Iridium-188	77	10 (3.7E 11)
Iridium-189	77	100 (3.7E 12)
Iridium-190m	77	1000 (3.7E 13)
Iridium-190	77	10 (3.7E 11)
Iridium-192m	77	100 (3.7E 12)
Iridium-192	77	10 (3.7E 11)
Iridium-194m	77	10 (3.7E 11)
Iridium-194	77	100 (3.7E 12)
Iridium-195m	77	100 (3.7E 12)
Iridium-195	77	1000 (3.7E 13)
Iron-52	26	100 (3.7E 12)
Iron-55	26	100 (3.7E 12)
Iron-59	26	10 (3.7E 11)
Iron-60	26	0.1 (3.7E 9)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

APPENDIX B TO § 302.4—RADIONUCLIDES—
 Continued

APPENDIX B TO § 302.4—RADIONUCLIDES—
 Continued

Radionuclide	Atomic Number	Final RQ Ci (Bq)
Krypton-74	36	10 (3.7E 11)
Krypton-76	36	10 (3.7E 11)
Krypton-77	36	10 (3.7E 11)
Krypton-79	36	100 (3.7E 12)
Krypton-81	36	1000 (3.7E 13)
Krypton-83m	36	1000 (3.7E 13)
Krypton-85m	36	100 (3.7E 12)
Krypton-85	36	1000 (3.7E 13)
Krypton-87	36	10 (3.7E 11)
Krypton-88	36	10 (3.7E 11)
Lanthanum-131	57	1000 (3.7E 13)
Lanthanum-132	57	100 (3.7E 12)
Lanthanum-135	57	1000 (3.7E 13)
Lanthanum-137	57	10 (3.7E 11)
Lanthanum-138	57	1 (3.7E 10)
Lanthanum-140	57	10 (3.7E 11)
Lanthanum-141	57	1000 (3.7E 13)
Lanthanum-142	57	100 (3.7E 12)
Lanthanum-143	57	1000 (3.7E 13)
Lead-195m	82	1000 (3.7E 13)
Lead-198	82	100 (3.7E 12)
Lead-199	82	100 (3.7E 12)
Lead-200	82	100 (3.7E 12)
Lead-201	82	100 (3.7E 12)
Lead-202m	82	10 (3.7E 11)
Lead-202	82	1 (3.7E 10)
Lead-203	82	100 (3.7E 12)
Lead-205	82	100 (3.7E 12)
Lead-209	82	1000 (3.7E 13)
Lead-210	82	0.01 (3.7E 8)
Lead-211	82	100 (3.7E 12)
Lead-212	82	10 (3.7E 11)
Lead-214	82	100 (3.7E 12)
Lutetium-169	71	10 (3.7E 11)
Lutetium-170	71	10 (3.7E 11)
Lutetium-171	71	10 (3.7E 11)
Lutetium-172	71	10 (3.7E 11)
Lutetium-173	71	100 (3.7E 12)
Lutetium-174m	71	10 (3.7E 11)
Lutetium-174	71	10 (3.7E 11)
Lutetium-176m	71	1000 (3.7E 13)
Lutetium-176	71	1 (3.7E 10)
Lutetium-177m	71	10 (3.7E 11)
Lutetium-177	71	100 (3.7E 12)
Lutetium-178m	71	1000 (3.7E 13)
Lutetium-178	71	1000 (3.7E 13)
Lutetium-179	71	1000 (3.7E 13)
Magnesium-28	12	10 (3.7E 11)
Manganese-51	25	1000 (3.7E 13)
Manganese-52m	25	1000 (3.7E 13)
Manganese-52	25	10 (3.7E 11)
Manganese-53	25	1000 (3.7E 13)
Manganese-54	25	10 (3.7E 11)
Manganese-56	25	100 (3.7E 12)
Mendelevium-257	101	100 (3.7E 12)
Mendelevium-258	101	1 (3.7E 10)
Mercury-193m	80	10 (3.7E 11)
Mercury-193	80	100 (3.7E 12)
Mercury-194	80	0.1 (3.7E 9)
Mercury-195m	80	100 (3.7E 12)
Mercury-195	80	100 (3.7E 12)
Mercury-197m	80	1000 (3.7E 13)
Mercury-197	80	1000 (3.7E 13)
Mercury-199m	80	1000 (3.7E 13)
Mercury-203	80	10 (3.7E 11)
Molybdenum-90	42	100 (3.7E 12)
Molybdenum-93m	42	10 (3.7E 11)
Molybdenum-93	42	100 (3.7E 12)
Molybdenum-99	42	100 (3.7E 12)
Molybdenum-101	42	1000 (3.7E 13)

Radionuclide	Atomic Number	Final RQ Ci (Bq)
Neodymium-136	60	1000 (3.7E 13)
Neodymium-138	60	1000 (3.7E 13)
Neodymium-139m	60	100 (3.7E 12)
Neodymium-139	60	1000 (3.7E 13)
Neodymium-141	60	1000 (3.7E 13)
Neodymium-147	60	10 (3.7E 11)
Neodymium-149	60	100 (3.7E 12)
Neodymium-151	60	1000 (3.7E 13)
Neptunium-232	93	1000 (3.7E 13)
Neptunium-233	93	1000 (3.7E 13)
Neptunium-234	93	10 (3.7E 11)
Neptunium-235	93	1000 (3.7E 13)
Neptunium-236 (1.2 E 5 yr)	93	0.1 (3.7E 9)
Neptunium-236 (22.5 hr)	93	100 (3.7E 12)
Neptunium-237	93	0.01 (3.7E 8)
Neptunium-238	93	10 (3.7E 11)
Neptunium-239	93	100 (3.7E 12)
Neptunium-240	93	100 (3.7E 12)
Nickel-56	28	10 (3.7E 11)
Nickel-57	28	10 (3.7E 11)
Nickel-59	28	100 (3.7E 12)
Nickel-63	28	100 (3.7E 12)
Nickel-65	28	100 (3.7E 12)
Nickel-66	28	10 (3.7E 11)
Niobium-88	41	100 (3.7E 12)
Niobium-89 (66 min)	41	100 (3.7E 12)
Niobium-89 (122 min)	41	100 (3.7E 12)
Niobium-90	41	10 (3.7E 11)
Niobium-93m	41	100 (3.7E 12)
Niobium-94	41	10 (3.7E 11)
Niobium-95m	41	100 (3.7E 12)
Niobium-95	41	10 (3.7E 11)
Niobium-96	41	10 (3.7E 11)
Niobium-97	41	100 (3.7E 12)
Niobium-98	41	1000 (3.7E 13)
Osmium-180	76	1000 (3.7E 13)
Osmium-181	76	100 (3.7E 12)
Osmium-182	76	100 (3.7E 12)
Osmium-185	76	10 (3.7E 11)
Osmium-189m	76	1000 (3.7E 13)
Osmium-191m	76	1000 (3.7E 13)
Osmium-191	76	100 (3.7E 12)
Osmium-193	76	100 (3.7E 12)
Osmium-194	76	1 (3.7E 10)
Palladium-100	46	100 (3.7E 12)
Palladium-101	46	100 (3.7E 12)
Palladium-103	46	100 (3.7E 12)
Palladium-107	46	100 (3.7E 12)
Palladium-109	46	1000 (3.7E 13)
Phosphorus-32	15	0.1 (3.7E 9)
Phosphorus-33	15	1 (3.7E 10)
Platinum-186	78	100 (3.7E 12)
Platinum-188	78	100 (3.7E 12)
Platinum-189	78	100 (3.7E 12)
Platinum-191	78	100 (3.7E 12)
Platinum-193m	78	100 (3.7E 12)
Platinum-193	78	1000 (3.7E 13)
Platinum-195m	78	100 (3.7E 12)
Platinum-197m	78	1000 (3.7E 13)
Platinum-197	78	1000 (3.7E 13)
Platinum-199	78	1000 (3.7E 13)
Platinum-200	78	100 (3.7E 12)
Plutonium-234	94	1000 (3.7E 13)
Plutonium-235	94	1000 (3.7E 13)
Plutonium-236	94	0.1 (3.7E 9)
Plutonium-237	94	1000 (3.7E 13)
Plutonium-238	94	0.01 (3.7E 8)
Plutonium-239	94	0.01 (3.7E 8)
Plutonium-240	94	0.01 (3.7E 8)
Plutonium-241	94	1 (3.7E 10)

Environmental Protection Agency

§ 302.4

APPENDIX B TO § 302.4—RADIONUCLIDES—
 Continued

APPENDIX B TO § 302.4—RADIONUCLIDES—
 Continued

Radionuclide	Atomic Number	Final RQ Ci (Bq)
Plutonium-242	94	0.01 (3.7E 8)
Plutonium-243	94	1000 (3.7E 13)
Plutonium-244	94	0.01 (3.7E 8)
Plutonium-245	94	100 (3.7E 12)
Polonium-203	84	100 (3.7E 12)
Polonium-205	84	100 (3.7E 12)
Polonium-207	84	10 (3.7E 11)
Polonium-210	84	0.01 (3.7E 8)
Potassium-40	19	1 (3.7E 10)
Potassium-42	19	100 (3.7E 12)
Potassium-43	19	10 (3.7E 11)
Potassium-44	19	100 (3.7E 12)
Potassium-45	19	1000 (3.7E 13)
Praseodymium-136	59	1000 (3.7E 13)
Praseodymium-137	59	1000 (3.7E 13)
Praseodymium-138m	59	100 (3.7E 12)
Praseodymium-139	59	1000 (3.7E 13)
Praseodymium-142m	59	1000 (3.7E 13)
Praseodymium-142	59	100 (3.7E 12)
Praseodymium-143	59	10 (3.7E 11)
Praseodymium-144	59	1000 (3.7E 13)
Praseodymium-145	59	1000 (3.7E 13)
Praseodymium-147	59	1000 (3.7E 13)
Promethium-141	61	1000 (3.7E 13)
Promethium-143	61	100 (3.7E 12)
Promethium-144	61	10 (3.7E 11)
Promethium-145	61	100 (3.7E 12)
Promethium-146	61	10 (3.7E 11)
Promethium-147	61	10 (3.7E 11)
Promethium-146m	61	10 (3.7E 11)
Promethium-146	61	10 (3.7E 11)
Promethium-149	61	100 (3.7E 12)
Promethium-150	61	100 (3.7E 12)
Promethium-151	61	100 (3.7E 12)
Protactinium-227	91	100 (3.7E 12)
Protactinium-228	91	10 (3.7E 11)
Protactinium-230	91	10 (3.7E 11)
Protactinium-231	91	0.01 (3.7E 8)
Protactinium-232	91	10 (3.7E 11)
Protactinium-233	91	100 (3.7E 12)
Protactinium-234	91	10 (3.7E 11)
Radium-223	88	1 (3.7E 10)
Radium-224	88	10 (3.7E 11)
Radium-225	88	1 (3.7E 10)
Radium-226	88	0.1 (3.7E 9)
Radium-227	88	1000 (3.7E 13)
Radium-228	88	0.1 (3.7E 9)
Radon-220	86	0.1 (3.7E 9)
Radon-222	86	0.1 (3.7E 9)
Rhenium-177	75	1000 (3.7E 13)
Rhenium-178	75	1000 (3.7E 13)
Rhenium-181	75	100 (3.7E 12)
Rhenium-182 (12.7 hr)	75	10 (3.7E 11)
Rhenium-182 (64.0 hr)	75	10 (3.7E 11)
Rhenium-184m	75	10 (3.7E 11)
Rhenium-184	75	10 (3.7E 11)
Rhenium-186m	75	10 (3.7E 11)
Rhenium-186	75	100 (3.7E 12)
Rhenium-187	75	1000 (3.7E 13)
Rhenium-188m	75	1000 (3.7E 13)
Rhenium-188	75	1000 (3.7E 13)
Rhenium-189	75	1000 (3.7E 13)
Rhodium-99m	45	100 (3.7E 12)
Rhodium-99	45	10 (3.7E 11)
Rhodium-100	45	10 (3.7E 11)
Rhodium-101m	45	100 (3.7E 12)
Rhodium-101	45	10 (3.7E 11)
Rhodium-102m	45	10 (3.7E 11)
Rhodium-102	45	10 (3.7E 11)
Rhodium-103m	45	1000 (3.7E 13)

Radionuclide	Atomic Number	Final RQ Ci (Bq)
Rhodium-105	45	100 (3.7E 12)
Rhodium-106m	45	10 (3.7E 11)
Rhodium-107	45	1000 (3.7E 13)
Rubidium-79	37	1000 (3.7E 13)
Rubidium-81m	37	1000 (3.7E 13)
Rubidium-81	37	100 (3.7E 12)
Rubidium-82m	37	10 (3.7E 11)
Rubidium-83	37	10 (3.7E 11)
Rubidium-84	37	10 (3.7E 11)
Rubidium-86	37	10 (3.7E 11)
Rubidium-88	37	1000 (3.7E 13)
Rubidium-89	37	1000 (3.7E 13)
Rubidium-87	37	10 (3.7E 11)
Ruthenium-94	44	1000 (3.7E 13)
Ruthenium-97	44	100 (3.7E 12)
Ruthenium-103	44	10 (3.7E 11)
Ruthenium-105	44	100 (3.7E 12)
Ruthenium-106	44	1 (3.7E 10)
Samarium-141m	62	1000 (3.7E 13)
Samarium-141	62	1000 (3.7E 13)
Samarium-142	62	1000 (3.7E 13)
Samarium-145	62	100 (3.7E 12)
Samarium-146	62	0.01 (3.7E 8)
Samarium-147	62	0.01 (3.7E 8)
Samarium-151	62	10 (3.7E 11)
Samarium-153	62	100 (3.7E 12)
Samarium-155	62	1000 (3.7E 13)
Samarium-156	62	100 (3.7E 12)
Scandium-43	21	1000 (3.7E 13)
Scandium-44m	21	10 (3.7E 11)
Scandium-44	21	100 (3.7E 12)
Scandium-46	21	10 (3.7E 11)
Scandium-47	21	100 (3.7E 12)
Scandium-48	21	10 (3.7E 11)
Scandium-49	21	1000 (3.7E 13)
Selenium-70	34	1000 (3.7E 13)
Selenium-73m	34	100 (3.7E 12)
Selenium-73	34	10 (3.7E 11)
Selenium-75	34	10 (3.7E 11)
Selenium-79	34	10 (3.7E 11)
Selenium-81m	34	1000 (3.7E 13)
Selenium-81	34	1000 (3.7E 13)
Selenium-83	34	1000 (3.7E 13)
Silicon-31	14	1000 (3.7E 13)
Silicon-32	14	1 (3.7E 10)
Silver-102	47	100 (3.7E 12)
Silver-103	47	1000 (3.7E 13)
Silver-104m	47	1000 (3.7E 13)
Silver-104	47	1000 (3.7E 13)
Silver-105	47	10 (3.7E 11)
Silver-106m	47	10 (3.7E 11)
Silver-106	47	1000 (3.7E 13)
Silver-108m	47	10 (3.7E 11)
Silver-110m	47	10 (3.7E 11)
Silver-111	47	10 (3.7E 11)
Silver-112	47	100 (3.7E 12)
Silver-115	47	1000 (3.7E 13)
Sodium-22	11	10 (3.7E 11)
Sodium-24	11	10 (3.7E 11)
Strontium-80	38	100 (3.7E 12)
Strontium-81	38	1000 (3.7E 13)
Strontium-83	38	100 (3.7E 12)
Strontium-85m	38	1000 (3.7E 13)
Strontium-85	38	10 (3.7E 11)
Strontium-87m	38	100 (3.7E 12)
Strontium-89	38	10 (3.7E 11)
Strontium-90	38	0.1 (3.7E 9)
Strontium-91	38	10 (3.7E 11)
Strontium-92	38	100 (3.7E 12)
Sulfur-35	16	1 (3.7E 10)

§ 302.4

40 CFR Ch. I (7-1-13 Edition)

APPENDIX B TO § 302.4—RADIONUCLIDES—
 Continued

APPENDIX B TO § 302.4—RADIONUCLIDES—
 Continued

Radionuclide	Atomic Number	Final RQ Ci (Bq)
Tantalum-172	73	100 (3.7E 12)
Tantalum-173	73	100 (3.7E 12)
Tantalum-174	73	100 (3.7E 12)
Tantalum-175	73	100 (3.7E 12)
Tantalum-176	73	10 (3.7E 11)
Tantalum-177	73	1000 (3.7E 13)
Tantalum-178	73	1000 (3.7E 13)
Tantalum-179	73	1000 (3.7E 13)
Tantalum-180m	73	1000 (3.7E 13)
Tantalum-180	73	100 (3.7E 12)
Tantalum-182m	73	1000 (3.7E 13)
Tantalum-182	73	10 (3.7E 11)
Tantalum-183	73	100 (3.7E 12)
Tantalum-184	73	10 (3.7E 11)
Tantalum-185	73	1000 (3.7E 13)
Tantalum-186	73	1000 (3.7E 13)
Technetium-93m	43	1000 (3.7E 13)
Technetium-93	43	100 (3.7E 12)
Technetium-94m	43	100 (3.7E 12)
Technetium-94	43	10 (3.7E 11)
Technetium-95m	43	1000 (3.7E 13)
Technetium-95	43	10 (3.7E 11)
Technetium-97m	43	100 (3.7E 12)
Technetium-97	43	100 (3.7E 12)
Technetium-98	43	10 (3.7E 11)
Technetium-99m	43	100 (3.7E 12)
Technetium-99	43	10 (3.7E 11)
Technetium-101	43	1000 (3.7E 13)
Technetium-104	43	1000 (3.7E 13)
Tellurium-116	52	1000 (3.7E 13)
Tellurium-121m	52	10 (3.7E 11)
Tellurium-121	52	10 (3.7E 11)
Tellurium-123m	52	10 (3.7E 11)
Tellurium-123	52	10 (3.7E 11)
Tellurium-125m	52	10 (3.7E 11)
Tellurium-127m	52	10 (3.7E 11)
Tellurium-127	52	1000 (3.7E 13)
Tellurium-129m	52	10 (3.7E 11)
Tellurium-129	52	1000 (3.7E 13)
Tellurium-131m	52	10 (3.7E 11)
Tellurium-131	52	1000 (3.7E 13)
Tellurium-132	52	10 (3.7E 11)
Tellurium-133m	52	1000 (3.7E 13)
Tellurium-133	52	1000 (3.7E 13)
Tellurium-134	52	1000 (3.7E 13)
Terbium-147	65	100 (3.7E 12)
Terbium-149	65	100 (3.7E 12)
Terbium-150	65	100 (3.7E 12)
Terbium-151	65	10 (3.7E 11)
Terbium-153	65	100 (3.7E 12)
Terbium-154	65	10 (3.7E 11)
Terbium-155	65	100 (3.7E 12)
Terbium-156m (5.0 hr)	65	1000 (3.7E 13)
Terbium-156m (24.4 hr)	65	1000 (3.7E 13)
Terbium-156	65	10 (3.7E 11)
Terbium-157	65	100 (3.7E 12)
Terbium-158	65	10 (3.7E 11)
Terbium-160	65	10 (3.7E 11)
Terbium-161	65	100 (3.7E 12)
Thallium-194m	81	100 (3.7E 12)
Thallium-194	81	1000 (3.7E 13)
Thallium-195	81	100 (3.7E 12)
Thallium-197	81	100 (3.7E 12)
Thallium-198m	81	100 (3.7E 12)
Thallium-198	81	10 (3.7E 11)
Thallium-199	81	100 (3.7E 12)
Thallium-200	81	10 (3.7E 11)
Thallium-201	81	1000 (3.7E 13)
Thallium-202	81	10 (3.7E 11)
Thallium-204	81	10 (3.7E 11)

Radionuclide	Atomic Number	Final RQ Ci (Bq)
Thorium-226	90	100 (3.7E 12)
Thorium-227	90	1 (3.7E 10)
Thorium-228	90	0.01 (3.7E 8)
Thorium-229	90	0.001 (3.7E 7)
Thorium-230	90	0.01 (3.7E 8)
Thorium-231	90	100 (3.7E 12)
Thorium-232	90	0.001 (3.7E 7)
Thorium-234	90	100 (3.7E 12)
Thulium-162	69	1000 (3.7E 13)
Thulium-166	69	10 (3.7E 11)
Thulium-167	69	100 (3.7E 12)
Thulium-170	69	10 (3.7E 11)
Thulium-171	69	100 (3.7E 12)
Thulium-172	69	100 (3.7E 12)
Thulium-173	69	100 (3.7E 12)
Thulium-175	69	1000 (3.7E 13)
Tin-110	50	100 (3.7E 12)
Tin-111	50	1000 (3.7E 13)
Tin-113	50	10 (3.7E 11)
Tin-117m	50	100 (3.7E 12)
Tin-119m	50	10 (3.7E 11)
Tin-121m	50	10 (3.7E 11)
Tin-121	50	1000 (3.7E 13)
Tin-123m	50	1000 (3.7E 13)
Tin-123	50	10 (3.7E 11)
Tin-125	50	10 (3.7E 11)
Tin-126	50	1 (3.7E 10)
Tin-127	50	100 (3.7E 12)
Tin-128	50	1000 (3.7E 13)
Titanium-44	22	1 (3.7E 10)
Titanium-45	22	1000 (3.7E 13)
Tungsten-176	74	1000 (3.7E 13)
Tungsten-177	74	100 (3.7E 12)
Tungsten-178	74	100 (3.7E 12)
Tungsten-179	74	1000 (3.7E 13)
Tungsten-181	74	100 (3.7E 12)
Tungsten-185	74	10 (3.7E 11)
Tungsten-187	74	100 (3.7E 12)
Tungsten-188	74	10 (3.7E 11)
Uranium-230	92	1 (3.7E 10)
Uranium-231	92	1000 (3.7E 13)
Uranium-232	92	0.01 (3.7E 8)
Uranium-233	92	0.1 (3.7E 9)
Uranium-234	92	0.1 (3.7E 9)
Uranium-235	92	0.1 (3.7E 9)
Uranium-236	92	0.1 (3.7E 9)
Uranium-237	92	100 (3.7E 12)
Uranium-238	92	0.18 (3.7E 9)
Uranium-239	92	1000 (3.7E 13)
Uranium-240	92	1000 (3.7E 13)
Vanadium-47	23	1000 (3.7E 13)
Vanadium-48	23	10 (3.7E 11)
Vanadium-49	23	1000 (3.7E 13)
Xenon-120	54	100 (3.7E 12)
Xenon-121	54	10 (3.7E 11)
Xenon-122	54	100 (3.7E 12)
Xenon-123	54	10 (3.7E 11)
Xenon-125	54	100 (3.7E 12)
Xenon-127	54	100 (3.7E 12)
Xenon-129m	54	1000 (3.7E 13)
Xenon-131m	54	1000 (3.7E 13)
Xenon-133m	54	1000 (3.7E 13)
Xenon-133	54	1000 (3.7E 13)
Xenon-135m	54	10 (3.7E 11)
Xenon-135	54	100 (3.7E 12)
Xenon-138	54	10 (3.7E 11)
Ytterbium-162	70	1000 (3.7E 13)
Ytterbium-166	70	10 (3.7E 11)
Ytterbium-167	70	1000 (3.7E 13)
Ytterbium-169	70	10 (3.7E 11)

Environmental Protection Agency

§ 302.6

APPENDIX B TO § 302.4—RADIONUCLIDES—
 Continued

Radionuclide	Atomic Number	Final RQ Ci (Bq)
Ytterbium-175	70	100 (3.7E 12)
Ytterbium-177	70	1000 (3.7E 13)
Ytterbium-178	70	1000 (3.7E 13)
Yttrium-86m	39	1000 (3.7E 13)
Yttrium-86	39	10 (3.7E 11)
Yttrium-87	39	10 (3.7E 11)
Yttrium-88	39	10 (3.7E 11)
Yttrium-90m	39	100 (3.7E 12)
Yttrium-90	39	10 (3.7E 11)
Yttrium-91m	39	1000 (3.7E 13)
Yttrium-91	39	10 (3.7E 11)
Yttrium-92	39	100 (3.7E 12)
Yttrium-93	39	100 (3.7E 12)
Yttrium-94	39	1000 (3.7E 13)
Yttrium-95	39	1000 (3.7E 13)
Zinc-62	30	100 (3.7E 12)
Zinc-63	30	1000 (3.7E 13)
Zinc-65	30	10 (3.7E 11)
Zinc-65m	30	100 (3.7E 12)
Zinc-69	30	1000 (3.7E 13)
Zinc-71m	30	100 (3.7E 12)
Zinc-72	30	100 (3.7E 12)
Zirconium-86	40	100 (3.7E 12)
Zirconium-88	40	10 (3.7E 11)
Zirconium-89	40	100 (3.7E 12)
Zirconium-93	40	1 (3.7E 10)
Zirconium-95	40	10 (3.7E 11)
Zirconium-97	40	10 (3.7E 11)

ci—Curie. The curie represents a rate of radioactive decay. One curie is the quantity of any radioactive nuclide which undergoes 3.7×10^{10} disintegrations per second.

Bq—Becquerel. The becquerel represents a rate of radioactive decay. One becquerel is the quantity of any radioactive nuclide which undergoes one disintegration per second. One curie is equal to 3.7×10^{10} becquerel.

⊗—Final RQs for all radionuclides apply to chemical compounds containing the radionuclides and elemental forms regardless of the diameter of pieces of solid material.

&—The adjusted RQ of one curie applies to all radionuclides not otherwise listed. Whenever the RQs in table 302.4 and this appendix to the table are in conflict, the lowest RQ shall apply. For example, uranyl acetate and uranyl nitrate have adjusted RQs shown in table 302.4 of 100 pounds, equivalent to about one-tenth the RQ level for uranium-238 listed in this appendix.

E—Exponent to the base 10. For example, 1.3×10^2 is equal to 130 while 1.3×10^3 is equal to 1300.

m—Signifies a nuclear isomer which is a radionuclide in a higher energy metastable state relative to the parent isotope.

Ⓞ—Notification requirements for releases of mixtures or solutions of radionuclides can be found in § 302.6(b) of this rule. Final RQs for the following four common radionuclide mixtures are provided: radium-226 in secular equilibrium with its daughters (0.053 curie); natural uranium (0.1 curie); natural uranium in secular equilibrium with its daughters (0.052 curie); and natural thorium in secular equilibrium with its daughters (0.011 curie).

[54 FR 33449, Aug. 14, 1989]

EDITORIAL NOTE: For FEDERAL REGISTER citations affecting § 302.4, see the List of CFR Sections Affected, which appears in the Finding Aids section of the printed volume and at www.fdsys.gov.

§ 302.5 Determination of reportable quantities.

(a) *Listed hazardous substances.* The quantity listed in the column "Final RQ" for each substance in table 302.4,

or in appendix B to table 302.4, is the reportable quantity (RQ) for that substance. The RQs in table 302.4 are in units of pounds based on chemical toxicity, while the RQs in appendix B to table 302.4 are in units of curies based on radiation hazard. Whenever the RQs in table 302.4 and appendix B to the table are in conflict, the lowest RQ shall apply.

(b) *Unlisted hazardous substances.* Unlisted hazardous substances designated by 40 CFR 302.4(b) have the reportable quantity of 100 pounds, except for those unlisted hazardous wastes which exhibit toxicity identified in 40 CFR 261.24. Unlisted hazardous wastes which exhibit toxicity have the reportable quantities listed in Table 302.4 for the contaminant on which the characteristic of toxicity is based. The reportable quantity applies to the waste itself, not merely to the toxic contaminant. If an unlisted hazardous waste exhibits toxicity on the basis of more than one contaminant, the reportable quantity for that waste shall be the lowest of the reportable quantities listed in Table 302.4 for those contaminants. If an unlisted hazardous waste exhibits the characteristic of toxicity and one or more of the other characteristics referenced in 40 CFR 302.4(b), the reportable quantity for that waste shall be the lowest of the applicable reportable quantities.

[51 FR 34547, Sept. 29, 1986, as amended at 54 FR 22538, May 24, 1989; 67 FR 45356, July 9, 2002]

§ 302.6 Notification requirements.

(a) Any person in charge of a vessel or an offshore or an onshore facility shall, as soon as he or she has knowledge of any release (other than a federally permitted release or application of a pesticide) of a hazardous substance from such vessel or facility in a quantity equal to or exceeding the reportable quantity determined by this part in any 24-hour period, immediately notify the National Response Center (1-800-424-8802; in Washington, DC 202-267-2675; the facsimile number is 202-267-1322).

(b) Releases of mixtures or solutions (including hazardous waste streams) of

Appendix G
Alton PCD
HAZARDOUS MATERIALS MANAGEMENT PLAN

Appendix G

***Map depicting Biotechnology Parcels A1-SCR and A1-BIO for Reference in
SFWMD Permitting***

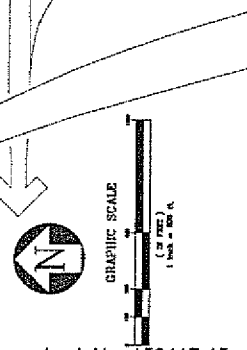
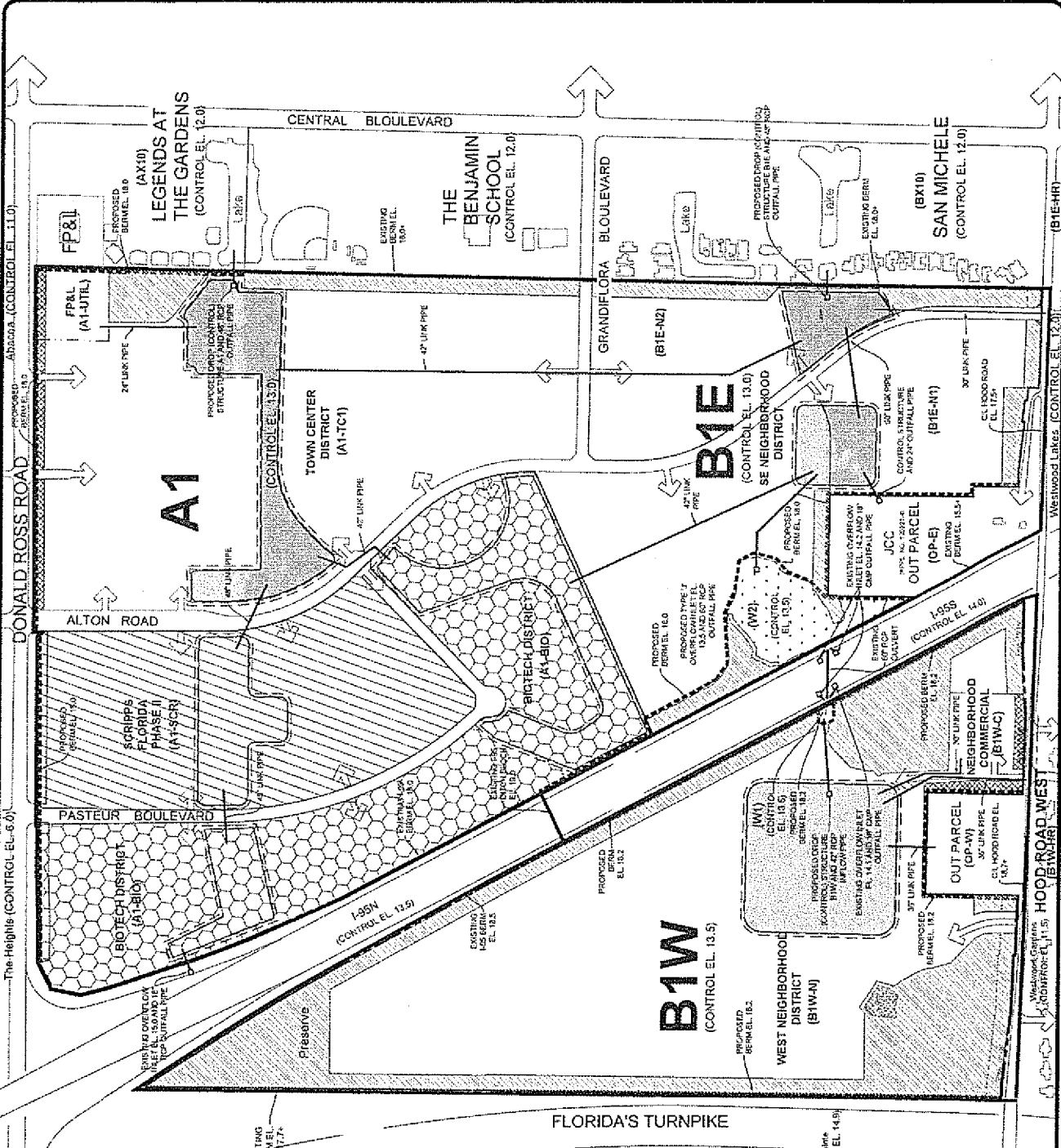


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 EBA 2438
 LBA 2438

PROJECT: N.P.B.C.L.D. UNIT 2C
 DESCRIPTION: PARCEL DESIGNATION PLAN

DATE:	12/11/15
DRAWN BY:	W. J. ...
CHECKED BY:	...
DESIGNED BY:	...
SCALE:	AS SHOWN

SHEET NO. 1608
 OF 1



- BIOTECH DISTRICT (A1-BIO)
- SCRIPPS FLORIDA PHASE II (A1-SCR)

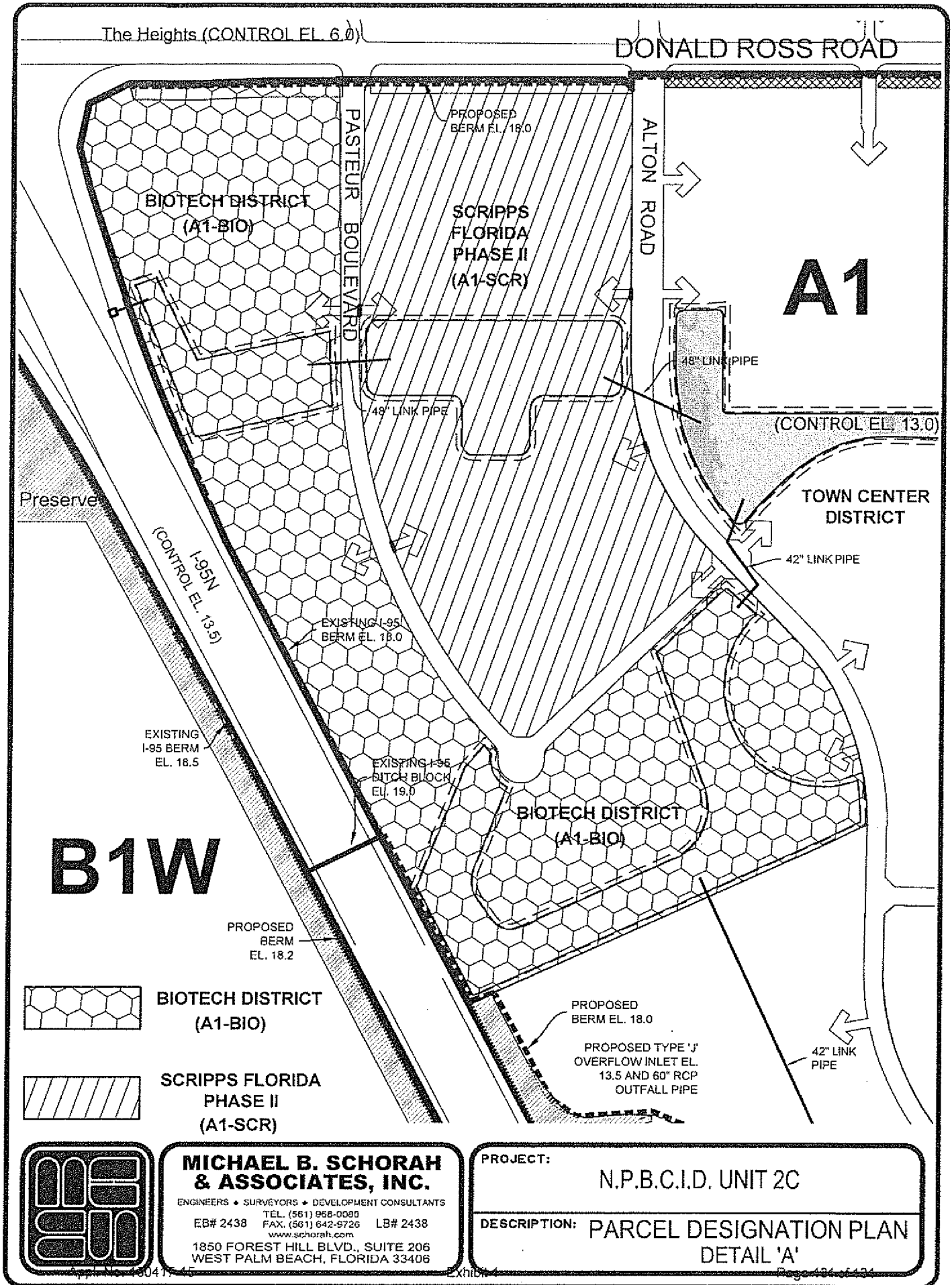
LAKE CONFIGURATIONS SHOWN ARE CONCEPTUAL ONLY. FINAL LAKE LOCATIONS, SIZES AND CONFIGURATIONS WILL BE DETERMINED WITH FINAL SITE PLANS/CONSTRUCTION PERMITS. TOTAL LAKE AREAS WILL BE IN ACCORDANCE WITH THE AREAS SHOWN IN THE TABLE ABOVE.

- Legend**
- Wetland
 - Island Preserve/Mitigation
 - PCD Buffer/Paneway
 - Archaeological Significance
 - Lake (Conceptual Only)
 - Catch Structure & Drainage Pipe

Appl. No. 150417-15

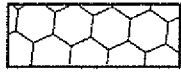
Exhibit 1

Page 130 of 131



B1W

A1



**BIOTECH DISTRICT
(A1-BIO)**



**SCRIPPS FLORIDA
PHASE II
(A1-SCR)**



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PROJECT: N.P.B.C.I.D. UNIT 2C
DESCRIPTION: PARCEL DESIGNATION PLAN
 DETAIL 'A'