

M E M O R A N D U M

April 30, 1996

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (O'SULLIVAN) *MS*

RE: DOCKET NO. ~~950495~~-WS - Application for rate increase and increase in service availability charges by Southern States Utilities, Inc. for Orange-Osceola Utilities, Inc. in Osceola County, and in Bradford, Brevard, Charlotte, Citrus, Clay, Collier, Duval, Highlands, Lake, Lee, Marion, Martin, Nassau, Orange, Osceola, Pasco, Putnam, Seminole, St. Johns, St. Lucie, Volusia, and Washington Counties.

Please file the attached letter in the above referenced docket.

MO/dp

Attachment

cc: Division of Water and Wastewater (Hill, Willis)

ACK _____
AFA _____
APP _____
CAF _____
CMU _____
CTR _____
EAG _____
LEG _____
LIN _____
OPC _____
RCH _____
SEC _____

DOCUMENT NO.
5-1-96
04889-96

Joe Garcia
Commissioner

State of Florida

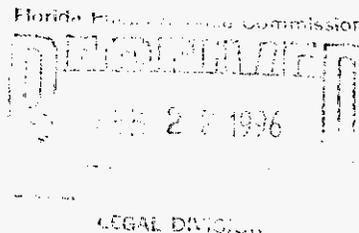


Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
(904) 413-6042
FAX (904) 487-1716

Public Service Commission

February 21, 1996

Mr. Lee H. Snyder
821 Dundee Circle
Leesburg, FL 34788



Dear Mr. Snyder:

Thank you for your letter concerning your testimony at the Mt. Dora SSU hearing.

As you know, the law prohibits the Commissioners from discussing the merits of the case. I will forward the information you have provided to the appropriate staff in our Legal Department.

Sincerely,

A handwritten signature in cursive script that reads "Joe Garcia".
Joe Garcia
Commissioner

JG/ks

cc: Ms. Margaret O'Sullivan ✓

LEE H. SNYDER
821 Dundee Circle
Leesburg, FL 34788-7676
(352) 742-3401

February 16, 1996

Joe Garcia
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Dear Commissioner Garcia

Reference: Docket No. 950495-WS
Application for a rate increase and increase in
service Availability Charges by Southern States
Utilities, Inc.

On January 30, 1996, I testified at the hearing held at the Mount Dora Community Center. I appreciated the free exchange on my part and the Commission for information. There was a question addressed to me from the Commission: In making the point that when I purchased my lot I was told by the Sales Representative there was hidden in the Lot Price the Cost of putting in Water Supply Systems, Roads, and Waste Water collection and Treatment Systems.

I have a deed for my lot, but not a detailed listing of cost breakdown. I do discover in The Scottish Highland Prospectus Paragraph 22.8 on Condo Declaration Page 2-10 the following:

"Water supply systems will be constructed
in accordance with Chapter 17-22 of the
Florida Administrative Code."

I am including the above noted page and highlighted paragraph. Plus the Cover Pages of the Prospectus for Scottish Highlands.

I will not repeat my arguments. I strongly believe that we had additional charges when we purchased our lots for items such as water, roads, etc. and our STAND ALONE RATES should remain in effect.

If I can be of further assistance in this matter please advise.

Sincerely,

RECEIVED

LEE H. SNYDER

FEB 21 1996

Enclosure: Cover Page 1 & 2 of Scottish Highlands Prospectus & page 2-10. JACK SHREVE
Commissioner Garcia Michael B. Twomey
and the other 4
P.U. Commissioners

SCOTTISH HIGHLANDS,
a condominium

1. THIS PROSPECTUS CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

Scottish Highlands is a residential subdivision of detached single family homes. It is a condominium development which means that each homeowner owns an undivided interest in the recreation center, the swimming pool, the shuffleboard courts and the other common areas and facilities. Collectively the residents are responsible for the maintenance and management of these facilities which is accomplished through a Condominium Association to which all homeowners automatically belong. Under the Florida Condominium Law the following important statements are required to be printed on this page.

RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF OWNERS OR THE ASSOCIATION.

THIS CONDOMINIUM IS BEING CREATED AND SOLD AS FEE SIMPLE INTERESTS.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM. The phasing is described in Section 8 of this prospectus.

These statements will be repeated and explained later in this document.

land owned by Developer and dedicated to the servitude of the Association.

6. Main clubhouse building, not to exceed 5,000 square feet, with furnishings, drapes, kitchen equipment, and other necessary personal property.

7. A surface and storm water management system to include: streets, road swales and ditches; culverts; inlets and retention ponds.

b. The Developer hereby obligates itself to declare as condominium common area such amount of land as is required for the sprayfield described in Subsection (a) (5) above. This Declaration has not, and is not now, being made, but may, within 25 years of this date, be so declared if required, and if it is accepted by the condominium association. The land presently required for such use has been obtained for such purpose by a Declaration of Servitude granted by the Developer to the Association.

c. There may be material alterations or substantial additions to the common elements from time to time. As required by Chapters 718.110(4) and 718.113(b), Florida Statutes, such alterations or additions may be made only in accordance with the provisions which follow:

1. Any alteration or addition to the common elements may be accomplished, and any amendment to this Declaration necessitated thereby may be recorded, following approval by two-thirds (2/3) vote of the Board of Directors of the Association, provided that the following conditions are met:

a. No special assessment against the unit owners will be required for capital improvements, land acquisition or other expenditures associated with the proposed alteration or addition; and

b. There will be no material increase in the assessment charged against the unit owners as a result of operation, maintenance, or other expense to be incurred as a result of the proposed alteration or addition.

2. Any alteration or addition which does not meet both conditions above must be approved by two-thirds (2/3) vote of all unit owners prior to performance of the alteration or addition, and prior to recordation of any amendment to this declaration which may be necessitated by such alteration or addition.

22.5 All parcel owners in the additional phase shall be members of the Association previously described and each such subsequent parcel owner shall have the same voting rights in the association as an owner of a parcel in the original phase as set forth herein and shall share pro rata the common areas and expenses as more fully detailed in amendments hereto from time to time. If any subsequent phase is not developed and added to the condominium, the voting and ownership rights of each parcel owner shall be as set forth in this Declaration, as it may have been amended, as though there were no such additional phases ever contemplated.

22.6 Notwithstanding any other provisions herein, the Developer reserves the right to amend this Declaration one or more times so as to submit to condominium ownership the additional phases described in this Section 22 or Exhibit "F" attached. No consent of any parcel owners nor the Association nor any lender or lien holder, except the existing lender, shall be required for any of the additional phases substantially as described herein. At the time any amendment hereto is filed, the same shall include such plot plans, surveys, certificates, and documents as are required by the Condominium Act. Said amendment shall be executed by the Developer and joined in by the existing lender as required by Statute. Notwithstanding the other provisions of this Paragraph and except for the requirement elsewhere set forth pertaining to sprayfield land, nothing contained herein shall create any legal duty or responsibility of the Developer to submit any of the land for additional phases to condominium ownership. The Developer may withhold the Declaration of said real property to condominium ownership and the Developer shall not be required to execute any document which would be a limitation, restriction, dedication, or conveyance of the property unless voluntarily accomplished.

22.7 The units of this condominium as declared, and proposed for additional phases, each contain approximately 7,000 to 8,000 square feet of real property. No unit as declared contains a structure or building, but rather is a condominium unit of real property to which is appurtenant an undivided interest in the common property, the total being a condominium parcel.

22.8 All construction of the entry and other roads shall be in accordance with the technical specifications set forth in the several sections of Article IX of the Lake County Subdivision Regulations as it may be amended, or its successor. Waste water collection and treatment systems shall be constructed in accordance with Chapter 1-6 of the Lake County Rules and Regulations and Chapter 17-6 of the Florida Administrative Code. Water supply systems will be constructed in accordance with Chapter 17-22 of the Florida Administrative Code.

23. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium or the Articles of Incorporation, or Bylaws of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium the day and year first above written. Signed, Sealed and Delivered in the Presence of:

SCOTTISH HIGHLANDS, INC.

BY _____

John A. Pringle, President

Attest: _____

The purpose of the joinder by the existing lender, First Family Federal Savings and Loan Association, is to comply with the requirements of 718.104 of the Florida Statutes and not for the purpose of guaranteeing the undertaking of the Developer.