

980307-WS

344 BANBERRY CIRCLIE

Lot # 1793

ZELWOOD Station
ZELWOOD FLORIDA
33898

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION

Division of Records and Reports
Florida Public Service Commission
2540 Shumard Oak Blvd.
TALLAHASSEE, FLORIDA 32309

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

CONSECUTIVE DOCUMENT NUMBER - DATE

03860 APR-28

FPSC-RECORDS/REPORTING

Gentlemen:-

I strongly object to any proposed increase in the fees we are currently paying for water and sewer service. I object to the increase based on the fact that there is little or no information available to us regarding the details of the requested certification or the reasons therefor.

I feel that we should have complete understandable details of the proposed charge, as well as a map of the service areas involved. The names or names of those to whom such a certificate would be issued; and the information as to who would be responsible for setting the initial rate or rates, how they are figured; who would be responsible for administering the system and also who would be given the authority to establish rates and charges in the future?

Why should our rates be increased from the current \$17.50 per month - we are paying - to \$35.53? This is a difference of \$18.03 - or a 103% increase!

I shall continue to object to any changes to the existing system until we have answers to our questions and our concerns about the need for the proposed change.

Please refer to the copy of Zelwood Station Developer Agreement from our Condominium documents, which assures the condominium landowners that the 17.50 rate "shall be binding on and inure to the successors

and assigns to the parties executing the same". . . .
This same agreement indicates that the ~~Representations~~
Representations and agreements contained therein shall
run with the land described in the Agreement.
No doubt you have been informed that the
Zellwood Station Co-op has been adjudged
to be the Developer of Zellwood Station, as
successor to the former owners.

Thank you.

I shall await your reply to this
letter of objection and the answers to
my questions.

Jones Taulny,

Lillian A. Cleveland
Lillian A. Cleveland

The Developer agreement
Enclosed -
2

142226 ORANGE
Aug 17 12 30 PM '79

P.L. 3040 PC 52

1374

DEVELOPER AGREEMENT

THIS AGREEMENT dated this 31 day of JULY, 1978, between CAYMAN DEVELOPMENT CORPORATION (which Corporation shall hereinafter be referred to as the "Developer") and OAK GROVE VILLAGE ASSOCIATION, INC., a nonprofit Florida corporation; CITRUS RIDGE VILLAGE ASSOCIATION, INC., a nonprofit Florida corporation; and BANBURY VILLAGE ASSOCIATION, INC., a nonprofit Florida corporation, provides that in return for \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged by the Developer, the parties agree as follows:

1. Ownership. The Developer hereby warrants and guarantees that it is the owner in fee simple of the water and sewer facilities which are presently serving that plan unit development in Orange County, Florida, known as Zellwood Station, which development is specifically described in Exhibit A to this Agreement.

2. Condominium Associations. Portions of the Zellwood Station Development are simultaneously herewith being submitted to the condominium form of ownership, each of which condominiums shall be operated by the respective association of a similar name entering into this Agreement.

3. Charges for Service. Each condominium shall be separately metered for water and sewer service. Each association which operates a condominium will pay the water and sewer charges as per the meter and assess the costs thereof amongst all the unit owners in the condominium. Irrespective of the rates approved by the Public Service Commission, the Developer will limit its charges for water and sewer service to the condominiums to the following amounts for the following periods:

(a) Prior to the completion of development of 1,000 lots, the monthly charge to each condominium will not exceed a sum equal to \$10.00 times the number of units contained in the condominium;

Prepared by: PAUL F. BRYAN
P O Box 880
Winter Park, FL 32791

average 100000

*Thus far only
993 lots
have been
developed.*

(b) Thereafter, and until the completion of development of 500 additional lots, the monthly charge to each condominium will not exceed a sum equal to \$15.00 times the number of units contained in the condominium;

(c) Thereafter, and until 7 years after the closing of title to the first unit, the monthly charges to each condominium will not exceed a sum equal to \$17.50 times the number of units contained in the condominium. For purposes of this Agreement, the term "completion of development" shall be construed to mean availability of service, including the installation of water and sewer lines to the property line of each respective lot.

4. Successors and Assigns. All covenants, warranties and representations set forth in this Agreement shall be binding on and inure to the successors and assigns of the parties executing the same.

5. Agreement to Run With the Land. The representations and agreements contained herein shall run with the land described in Exhibit A to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

[Handwritten signatures of four witnesses, each appearing to be "Loretta B. Bay" and "Jayce J. Dutt", written over horizontal lines.]

CAYMAN DEVELOPMENT CORPORATION

By *Harvey A. Ghielke*
Harvey A. Ghielke, President

OAK GROVE VILLAGE ASSOCIATION, INC.

By *Larry W. [Signature]*
Vice President

CITRUS RIDGE VILLAGE ASSOCIATION, INC.

By *Larry W. [Signature]*
Vice President

BANBURY VILLAGE ASSOCIATION, INC.

By *Larry W. [Signature]*
Vice President