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October 2, 2003

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Via Federal Express  
Blanca S. Bayo, Director  
Division of Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Dual Application for Partial Transfer to Governmental Authority and for Transfer of Waste Water Certificate No. 518S and Water Certificate No. 602W filed by Zellwood Station Co-Op, Inc.

Dear Ms. Bayo:

Enclosed are the originals and five copies of the following documents provided in support of the Dual Application for Partial Transfer to Governmental Authority and for Transfer of Waste Water Certificate No. 518S and Water Certificate No. 602W from Zellwood Station Co-Op, Inc. to Zellwood Station Community Association, Inc., submitted for filing on July 24, 2003 by Zellwood Station Co-Op, Inc.:

- Tab 1. Corrected Exhibit "F" – Description of Utility's Revised Service Territory.
- Tab 2. Affidavit of Zellwood Station Community Association Membership – Affidavit of Elmer L. Goins, President of Zellwood Station Community Association, Inc., verifying that all current retail customers of Zellwood Station Co-Op, Inc. are also voting members of the Zellwood Station Community Association, Inc.
- Tab 3. Affidavit of Zellwood Station Co-Op, Inc. Retail Customer Service List – Affidavit of John G. Hunter, President of Zellwood Station Co-Op, Inc., certifying the current retail water and waste water customers of Zellwood Station Co-Op, Inc.
- Tab 4. Excerpts from Offering Circular for Banbury Village Condominium, Oak Grove Village Condominium, and Citrus Ridge Village Condominium at Zellwood Station – excerpts from the Offering Circular for the various condominium associations within the Zellwood Station Co-Op, Inc. service area indicating membership of each condominium owner in the Zellwood Station Community Association, Inc.
- Tab 5. Zellwood Station Master Form Proprietary Lease – Documents showing Association voting rights inclusive of the Condominium lot owners.

AUS \_\_\_\_\_  
CAF \_\_\_\_\_  
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Blanca S. Bayo, Director  
October 2, 2003  
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- Tab 6. Zellwood Station Community Association, Inc. Declaration of Covenants, Restrictions and Easements – Document showing that all lot owners are voting members of the Association.
- Tab 7. Declaration of Condominium for Citrus Ridge Village Condominium – Documents showing ownership of condominium owners in the lot around mobile homes.
- Tab 8. Declaration of Condominium for Banbury Village Condominium – Documents showing ownership of condominium owners in the lot around mobile homes.
- Tab 9. Declaration of Condominium for Oak Grove Village Condominium – Documents showing ownership of condominium owners in the lot around mobile homes.

Thank you for your attention to this matter.

Sincerely,



W. Christopher Browder

GRAY, HARRIS & ROBINSON, P.A.

WCB:ds

Enclosures - as stated above

cc (w/out encls.): Thomas A. Cloud, Esq.  
Bill Ferrara  
Zellwood Board Members

**EXHIBIT "F"**

**DESCRIPTION OF UTILITY'S REVISED SERVICE TERRITORY**

## Zellwood Station Proposed Service Area

### Parcel 1

Begin at a point on the West line of Section 25, Township 20 South, Range 27 East, Orange County, Florida, said point being 30.00 feet South of the Northwest corner of said Section 25; thence run  $N85^{\circ}44'53''E$ . along the South line of the North 30.00 feet of the West half of Section 25. 2645.96 feet to a point on the North-South quarter section line, said point being 30.00 feet South of the North quarter corner of said Section 25; thence run  $N87^{\circ}35'27''E$ . Along the South line of the North 30.00 feet of the East half of said Section 25, 1349.22 feet to a point on the East line of the West three quarters of said Section 25; thence run  $S.02^{\circ}47'04''E$ . Along the East line of the West three-quarters of said Section 25, 5289.55 feet to a point 30.00 feet North of the South line of said Section 25; thence run  $S.86^{\circ}35'22''W$ . along the North line of the South 30.00 feet of said Section 25, 1322.28 feet to a point on the North-South quarter section line of said Section 25, said point being 30.00 feet North of the South quarter corner of said Section 25; thence run  $S.87^{\circ}05'40''W$ . Along the North line of the South 30.00 feet of said Section 25, 2229.78 feet to a point 430.0 feet East of the West line of said Section 25; thence run  $N.02^{\circ}58'42''W$ . parallel to the West line of said Section 25, 95.00 feet; thence run  $S.87^{\circ}05'40''W$ . parallel to the South line of said Section 25, 430.00 feet to a point on the West line of said Section 25; thence run  $S.02^{\circ}58'42''E$ . Along the West line of said Section 25, 95.00 feet to a point 30.00 North of the Southwest corner of said Section 25; thence run  $S.87^{\circ}09'16''W$ . along the North line of the South 30.00 feet of Section 26, Township 20, Range 27 East 2629.03 feet to a point on the North-South quarter section line of said Section 26, said point being 30.00 feet North of the South quarter corner of said Section 26; thence run  $S.86^{\circ}45'34''W$ . along the North line of the South 30.00 feet of said Section 26, 16.523 feet to a point of intersection with the Northerly right-of-way of State Road 441, said point being on a curve concave Southwesterly and having a radius of 5859.65 feet and tangent bearing of said point of  $N42^{\circ}14'25''W$ .; thence run Northwesterly, along said curve and Northerly right-of-way 588.17 feet through a central angle of  $05045'04''$  to the point of tangency of said curve; thence run  $N47^{\circ}59'29''W$ . along said Northerly right-of-way 850.81 feet to intersection of the East line of West 330.00 feet of the East half of the Southwest quarter of said Section 26; thence run  $N.03^{\circ}22'34''W$ . along said East line 371.03 feet to a point 93.00 feet North of the North line of the Southeast quarter of the Southwest quarter of Section 26; thence run  $N87^{\circ}07'09''E$ . parallel to the North line of said Southeast quarter of the Southwest quarter 1003.52 feet to a point of intersection with the North-South quarter section line of said Section 26; thence run  $N.03^{\circ}27'28''W$ . along the North-South quarter section line of said Section 26; 3300.10 feet to a point 699.00 feet South of the North quarter corner of said Section 26; thence run  $N89^{\circ}49'16''E$ . parallel to the North line of the East half of said Section 26, 788.00 feet; thence run  $N03^{\circ}27'28''W$ . parallel to the North-South quarter section line of said Section 26, 669.00 feet to a point 30.00 feet South of the North line of East half of said Section 26, thence run  $N.89^{\circ}49'16''E$ . along the South line of the North 30.00 feet of the East half of said Section 26, 1894.65 feet to the Point of Beginning.

## Zellwood Station Proposed Service Area

AND LESS

### Description Parcel "A"

From the Southeast corner of the West  $\frac{3}{4}$  of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run N.02°47'47"W. Along the East line of said West  $\frac{3}{4}$  of Section 25, a distance of 2863.81 feet to the Northeast corner of "Banbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N.02°47'04"W. Along said East line, 1005.19 feet; thence leaving said East line, run S. 89°13'09"W. 291.14 feet to the point of beginning; thence run N.29°57'56"W. 86.24 feet to a point of a curve concave Northerly and having a radius of 257.00 feet; thence from a tangent bearing of S.55°07'25"W., run Westerly along the arc of said curve 44.05 feet through a central angle of 9°49'17" to a point; thence run S.29°57'56"E. 86.24 feet to a point on a curve concave Northerly, and having a radius of 343.00 feet; thence from a tangent bearing of S. 63°42'43"W., run Westerly along the arc of said curve 129.15 feet through a central angle of 21°34'27" to the point of tangency; thence run S.85°17'09"W. 89.05 feet; thence S.04°42'51"E. 167.62 feet to the point of curvature of a curve concave Westerly, and having a radius of 878.00 feet; thence run Southerly along the arc of said curve 265.47 feet through a central angle of 17°19'26" to a point; thence run N. 77°23'25"W. 86.00 feet; thence S.75°26'47"W. 61.29 feet; thence N. 75°13'04"W. 113.18 feet to a point on a curve concave Northerly and having a radius of 120.00 feet; thence from a tangent bearing of S.32°44'05"W., run Westerly along the arc of said curve 278.66 feet through a central angle of 133°03'05" to a point; thence run N. 16°17'49"W. 233.56 feet; thence N. 24°11'46"W. 137.76 feet to a point on a curve concave Southeasterly, and having a radius of 1003.00 feet; thence from a tangent bearing of S.67°03'38"W., run Southwesterly along the arc of said curve 44.00 feet through a central angle of 2°30'49" to a point; thence run S.24°11'46"E. 86.02 feet to a point on a curve concave Southeasterly and having a radius of 917.00 feet; thence from a tangent bearing of S.64°25'45"W., run Westerly along the arc of said curve 38.91 feet through a central angle of 2°25'53" to the point of tangency; thence run S.61°59'52"W. 219.12 feet to the point of curvature of a curve concave Northerly, and having a radius of 498.00 feet; thence run Westerly along the arc of said curve 281.82 feet through a central angle of 32°25'27" to the point of tangency; thence run N.85°34'41"W. 288.19 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 202.00 feet; thence run Southwesterly along the arc of said curve 201.56 feet through a central angle of 57°10'19" to a point; thence run N. 52°45'00"W. 86.00 feet to a point on a curve concave Southeasterly, and having a radius of 288.00 feet; thence from a tangent bearing of S.37°15'00"W.; run Southerly along the arc of said curve 50.52 feet through a central angle of 10°03'03" to a point; thence run N.62°48'03"W. 130.00 feet to a point on a curve concave Southeasterly, and having a radius of 418.00 feet; thence from a tangent bearing of N27°11'57"E., run Northeasterly along the arc of said curve 218.48 feet through a central angle of 29°56'50" to a point; thence run N. 00°25'53"W. 51.30 feet to a point on a curve concave Easterly and having a radius of 120.00 feet; thence from a tangent bearing of N.79°23'46"W., run Westerly, Northerly and Easterly along

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the arc of said curve 396.78 feet through a central angle of  $189^{\circ}26'47''$  to a point on a curve concave Southerly, and having a radius of 654.00 feet; thence from a tangent bearing of  $N.75^{\circ}29'02''E.$ , run Easterly along the arc of said curve 193.14 feet through a central angle of  $16^{\circ}55'14''$  to a point; thence run  $S.02^{\circ}24'16''W.$  86.00 feet to a point on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of  $S.87^{\circ}35'44''E.$ , run Easterly along the arc of said curve 20.00 feet through a central angle of  $2^{\circ}01'03''$  to a point; thence run  $N.04^{\circ}25'19''E.$  86.00 feet; thence  $S.85^{\circ}34'41''E.$  288.19 feet to the point of curvature of a curve concave Northerly, and having a radius of 46.00 feet; thence run Easterly along the arc of said curve 26.03 feet through a central angle of  $32^{\circ}25'27''$  to the point of tangency; thence run  $N.61^{\circ}59'52''E.$  63.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of  $N.25^{\circ}07'40''E.$ , run Easterly along the arc of said curve 240.78 feet through a central angle of  $114^{\circ}57'50''$  to a point; thence run  $S.58^{\circ}50'60''E.$  201.50 feet to a point on a curve concave Southerly, and having a radius of 1133.00 feet; thence from a tangent bearing of  $N.68^{\circ}55'16''E.$  run Easterly along the arc of said curve 145.57 feet through a central of  $7^{\circ}21'41''$  to a point; thence run  $S.13^{\circ}43'05''E.$  86.00 feet to a point on a curve concave Southerly, and having a radius of 047.00 feet; thence from a tangent bearing of  $N.76^{\circ}16'57''E.$ , run Easterly along the arc of said curve 30.00 feet through a central angle of  $01^{\circ}38'30''$  to a point; thence run  $12^{\circ}04'33''W.$  86.00 feet to a point on a curve concave Southerly and having a radius of 1133.00 feet; thence from a tangent bearing of  $N.77^{\circ}55'28''E.$ , run Easterly along the arc of said curve 145.57 feet through a central angle of  $07^{\circ}21'42''$  to the point of tangency; thence run  $N.85^{\circ}17'09''E.$  55.78 feet; thence  $N.04^{\circ}42'51''W.$  18.44 feet to the point of curvature of a curve concave Westerly, and having a radius of 347.00 feet; thence run Northerly along the arc of said curve 170.68 feet through a central angle of  $28^{\circ}10'56''$  to a point; thence run  $N.57^{\circ}06'13''E.$  86.00 feet to a point on a curve concave Westerly, and having a radius of 433.00 feet; thence from a tangent bearing of  $N.32^{\circ}53'47''W.$ , run Northerly along the arc of said curve 24.97 feet through a central angle of  $3^{\circ}18'15''$  to a point; thence run  $S.53^{\circ}47'59''W.$  86.00 feet to a point on a curve concave Southwesterly, and having a radius of 347.00 feet; thence from a tangent bearing of  $N.36^{\circ}12'01''W.$ , run Northerly along the arc of said curve 92.11 feet through a central angle of  $15^{\circ}12'33''$  to the point of tangency; thence run  $N.51^{\circ}24'34''W.$  94.66 feet to the point of curvature of a curve concave Southerly, and having a radius of 162.00 feet; thence run Westerly along the arc of said curve 162.54 feet through a central angle of  $57^{\circ}29'10''$  to the point of tangency; thence run  $S.71^{\circ}06'17''W.$  370.25 feet to the point of curvature of a curve concave Northerly, and having a radius of 1078.00 feet; thence run Westerly along the arc of said curve 717.62 feet through a central angle of  $38^{\circ}08'29''$  to the point of tangency; thence run  $N.70^{\circ}45'14''W.$  420.34 feet to the point of curvature of a curve concave Southerly, and having a radius of 1047.00 feet; thence run Westerly along the arc of said curve 514.79 feet through a central angle of  $28^{\circ}10'16''$  to the point of tangency; thence run  $S.81^{\circ}04'30''W.$  337.46 feet to the point of curvature of a curve concave Northerly, and having a radius of 961.32 feet; thence run Westerly along the arc of said curve 86.43 feet through a central angle of  $5^{\circ}09'05''$  to a point; thence run  $N.03^{\circ}46'25''W.$  86.00 feet to a point on a curve concave Northerly, and having a radius of 875.32 feet; thence from a tangent bearing of  $S.86^{\circ}13'35''W.$ , run Westerly along the arc of said curve 118.13 feet through a central angle of  $7^{\circ}43'57''$  to a point; thence run

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N.03°57'35"E. 140.00 feet to a point on a curve concave Northerly, and having a radius of 735.32 feet; thence from a tangent bearing of S.86°02'28"E., run Easterly along the arc of said curve 165.35 feet through a central angle of 12°53'02" to the point of tangency; thence run N81°04'30"E. 337.46 feet to the point of curvature of a curve concave Southerly, and having a radius of 1273.00 feet; thence run Easterly along the arc of said curve 625.91 feet through a central angle of 28°10'16" to the point of tangency; thence run S.70°45'14"E. 10.00 feet; thence N.19°14'46"E. 211.11 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 438.00 feet; thence run Northeasterly along the arc of said curve 233.30 feet through a central angle of 30°30'18" to a point; thence run S.40°14'56"E. 86.00 feet; thence S.39°13'42"E. 44.00; feet; thence S.40°23'41"E. 86.00 feet; thence S.13°03'07"E. 85.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.76°56'53"E., run Easterly along the arc of said curve 144.45 feet through a central angle of 68°58'13" to a point on a curve concave Northerly, and having a radius of 606.00 feet; thence from a tangent bearing of S.72°23'32"E., run Easterly along the arc of said curve 386.08 feet through a central angle of 36°30'12" to the point of tangency; thence run N.71°06'16"E. 78.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.34°14'05"E., run Easterly along the arc of said curve 240.06 feet through a central angle of 114°37'21" to a point; thence run S.53°04'02"E. 218.48 feet; thence S.16°28'41"E. 86.00 feet to a point on a curve concave Southerly, and having a radius of 302.00 feet; thence from a tangent bearing of N.73°31'19"E., run Easterly along the arc of said curve 27.84 feet through a central angle of 5°16'56" to a point; thence run N.11°11'46"W. 86.00 feet to a point on a curve concave Southwesterly, and having a radius of 388.00 feet; thence from a tangent bearing of N.78°48'14"E., run Southeasterly along the arc of said curve 337.15 feet through a central angle of 49°47'12" to a point of tangency; thence run S.51°24'34"E. 94.66 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 573.00 feet; thence run Southeasterly along the arc of said curve 181.31 feet through a central angle of 18°07'46" to a point; thence run S.58°43'13"W. 86.06 feet to a point on a curve concave Southwesterly, and having a radius of 487.00 feet; thence from a tangent bearing of S.33°38'00"E., run Southerly along the arc of said curve 20.00 feet through a central angle of 2°21'13" to a point; thence run N.58°43'13"E. 86.00 feet to a point on a curve concave Westerly, and having a radius of 573.00 feet; thence from a tangent bearing of S.31°16'47"E, run Southerly along the arc of said curve 265.68 feet through a central angle of 26°33'56" to the point of tangency; thence run S.04°42'51"E. 18.44 feet; thence N.85°17'09"E.89.05 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 127.00 feet; thence run Northeasterly along the arc of said curve 195.21 feet through a central angle of 88°04'00" to the point of tangency; thence run N.02°46'51"W. 150.00 feet; thence N.39°36'28"W. 125.95 feet; thence N.35°17'56"W. 80.00 feet to a point on a curve concave Northeasterly, and having a radius of 40.00 feet; thence from a tangent bearing of S.54°42'04"W., run Westerly along the arc of said curve 80.26 feet through a central angle of 114°57'50" to a point; thence run N.67°47'39"W. 84.34 feet to a point on a curve concave Southeasterly, and having a radius of 120.00 feet; thence from a tangent bearing of N.11°52'37"E., run Northeasterly along the arc of said curve 46.52 feet through a central angle of 22°12'44" to a point;

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thence run N.02°46'51"W. 100.33 feet to a point on a curve concave Northeasterly, and having a radius of 126.00 feet; thence from a tangent bearing a N.81°00'14"W., run Northwesterly along the arc of said curve 177.15 feet through a central angle of 80°33'15" to a point; thence run N.24°34'30"W. 63.86 feet to a point; thence N.66°07'36"W. 197.46 feet; thence S.87°51'57"W. 1027.35 feet to a point of curvature of a curve concave Southerly; and a radius of 242.00 feet; thence run Westerly along the arc of said curve 43.19 feet through a central angle of 10°13'35" to a point; thence run N.12°21'38"W. 86.00 feet to a point on a curve concave Southeasterly, and having a radius of 328.00 feet; thence from a tangent bearing of S.77°38'22"W., run Westerly along the arc of said curve 31.18 feet through a central angle of 5°26'50" to a point thence run N.17°48'28"W. 130.00 feet to a point on a curve concave Southerly and having a radius of 458.00 feet; thence from a tangent bearing of N.72°11'32"E., run Easterly along the arc of said curve 77.36 feet through a central angle of 9°40'38" to a point; thence run N.08°07'51"W. 20.00 feet to a point on a curve concave Southerly and having a radius of 478.00 feet; thence from a tangent bearing of N.81°52'10"E., run Easterly along the arc of said curve 50.03 feet through a central angle of 5°59'47" to the point of tangency; thence run N.87°51'57"E. 1275.79 feet to the point of curvature of a curve concave Southerly, and having a radius of 1333.81 feet; thence run Easterly along the arc of said curve 111.32 feet through a central angle of 4°46'56" to the point of compound curvature of a curve concave Southwesterly, and having a radius of 453.00 feet; thence run Southeasterly along the arc of said curve 668.65 feet through a central angle of 84°34'17" to the point of tangency thence run S.02°46'51"E. 577.00 feet to the point of curvature of a curve concave Westerly, and having a radius of 363.00 feet; thence run Southerly along the arc of said curve 19.89 feet through a central angle of 3°08'24" to a point; thence run N.89°38'27"W. 20.00 feet to a point on a curve concave Northwesterly and having a radius of 343.00 feet; thence from a tangent bearing of S.00°21'33"W., run Southwesterly along the arc of said curve 335.23 feet through a central angle of 55°59'52" to the point of beginning, containing 62.5014 acres more or less.

AND LESS

### Description Parcel "B"

From the Southwest corner of the Southeast  $\frac{1}{4}$  of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N. 03°27'28"W., along the West line of said Southeast  $\frac{1}{4}$  of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence run N. 73°24'02"E., along said North line 534.93 feet to a point on the Westerly line of the Western end of "Cayman Circle", (100 foot right-of-way) as described in Exhibit "A" of the Warranty Deed recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run N.06°08'16"W., along said Westerly line 93.62 feet to the Northwest corner of said Cayman Circle; thence run N.83°51'44"E. 100.00 feet to the Northeast corner of said Cayman Circle, said corner also being the Northwest corner of the "Recreation Complex" as described in said exhibit "A"; thence run N. 72°24'41"E., along the



## Zellwood Station Proposed Service Area

Northerly line of said Recreation complex, 100.18 feet to the point of beginning; thence leaving said Northerly line of the recreation complex, run N.17°35'29"W. 101.00 feet to a point on a curve concave Northerly, and having a radius of 645.23 feet; thence from a tangent bearing of S.72°24'31"W.; run Westerly along the arc of said curve 27.31 feet through a central angle of 2°25'29" to a point; thence run N.15°10'00"W. 140.00 feet to a point on a curve concave Northerly and having a radius of 505.23 feet; thence from a tangent bearing of N.74°50'00"E., run Easterly along the arc of said curve 21.38 feet through a central angle of 2°25'29" to the point of tangency; thence run N.72°24'31"E. 79.20 feet to the point of curvature of a curve concave Southerly, and having a radius of 555.08 feet; thence run Easterly along the arc of said curve 40.78 feet through a central angle of 04°12'32" to a point on a curve concave Westerly, and having a radius of 129.49 feet; thence from a tangent bearing of N.01°38'03"E., run Northerly along the arc of said curve 92.66 feet through a central angle of 41°00'01" to a point; thence run N.82°00'18"W. 165.01 feet to a point on a curve concave Westerly, and having a radius of 950.00 feet; thence from a tangent bearing of N.15°11'02"W., run Northerly along the arc of said curve 136.26 feet through a central angle of 8°13'05" to the point of tangency; thence run N.23°24'07"W. 220.59 feet to the point of curvature of a curve concave Easterly, and having a radius of 760.00 feet; thence run Northerly along the arc of said curve 354.04 feet through a central angle of 26°41'27" to the point of tangency thence run N. 03°17'20"E. 108.98 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 695.00 feet; thence run Northeasterly along the arc of said curve 325.24 feet through a central angle of 26°48'45" to the point of tangency; thence run N.30°06'05"E. 417.84 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 858.78 feet; thence run Northeasterly along the arc of said curve 446.83 feet through a central angle of 29°48'41" to the point of reverse curvature of a curve concave Northwesterly, and having a radius of 560.00 feet; thence run Northeasterly along the arc of said curve 301.86 feet through a central angle of 30°53'06" to a point; thence run S.36°19'27"E. 176.77 feet; thence S.59°21'01"E. 1217.29 feet to a point on a curve concave Southwesterly and having a radius of 948.78 feet; thence from a tangent bearing of S.57°24'58"E., run Southwesterly along the arc of said curve 101.74 feet through a central angle of 6°08'38" to a point on a curve concave Southeasterly, and having a radius of 645.75 feet; thence from a tangent bearing of N. 47°54'22"E., run Northeasterly along the arc of said curve 251.76 feet through a central angle of 22°20'16" to a point; thence N. 69°49'48"E. 81.94 feet to a point on a curve concave Southerly and having a radius of 655.75 feet; thence from a tangent bearing of N. 77°24'32"E., run Easterly along the arc of said curve 406.97 feet through a central angle of 35°31'31" to a point; thence run S.22°58'03"W. 96.00 feet to a point on a curve concave Southwesterly and having a radius of 559.75 feet; thence from a tangent bearing of S.67°01'57"E., run Easterly along the arc of said curve 42.15 feet through a central angle of 4°18'53" to a point; thence run S.27°16'56"W. 130.00 feet to a point on a curve concave Southwesterly and having a radius of 429.75 feet; thence from a tangent bearing of N.62°43'04"W., run Westerly along the arc of said curve 21.21 feet through a central angle of 02°49'40" to a point on a curve concave Easterly, and having a radius of 505.31 feet; thence from a tangent bearing of S.24°35'54"W., run Southerly along the arc of said curve 251.62 feet through a central angle of 28°31'51" to the point of compound curvature of a curve

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concave Northeasterly, and having a radius of 256.45 feet; thence run Southeasterly along the arc of said curve 275.19 feet through a central angle of  $61^{\circ}29'01''$  to the point of tangency; thence run S.  $65^{\circ}26'57''$ E. 274.82 feet; thence S.  $01^{\circ}44'18''$ E. 391.31 feet; thence S.  $31^{\circ}23'33''$ E. 243.87 feet; thence S.  $62^{\circ}21'34''$ W. 407.60 feet; thence S.  $01^{\circ}44'18''$ E. 37.70 feet; thence S.  $88^{\circ}15'42''$ W. 86.00 feet; thence N.  $01^{\circ}44'18''$ W. 25.00 feet; thence S.  $88^{\circ}15'42''$ W. 130.00 feet thence N.  $01^{\circ}44'18''$ W. 10.63 feet to a point on a curve concave Northeasterly, and having a radius of 302.00 feet; thence from a tangent bearing of N.  $71^{\circ}30'44''$ W., run Northwesterly along the arc of said curve 142.66 feet through a central angle of  $27^{\circ}03'54''$  to the point of tangency; thence run N.  $44^{\circ}26'50''$ W. 122.72 feet to a point of curvature of a curve concave Southwesterly and having a radius of 968.00 feet; thence run Northwesterly along the arc of said curve 246.11 feet through a central angle of  $14^{\circ}34'03''$  to a point; thence run S.  $30^{\circ}59'07''$ W. 10.00 feet to a point on a curve concave Southwesterly, and having a radius of 958.00 feet; thence from a tangent bearing of N.  $59^{\circ}00'53''$ W., run Westerly along the arc of said curve 152.73 feet through a central angle of  $9^{\circ}08'05''$  to a point on a curve concave Southwesterly and having a radius of 128.00 feet; thence from a tangent bearing of N.  $20^{\circ}03'00''$ W., run Northwesterly along the arc of said curve 14.09 feet through a central angle of  $6^{\circ}18'25''$  to a point on a curve concave Southerly and having a radius of 968.00 feet; thence from a tangent bearing of N.  $68^{\circ}44'21''$ W., run Westerly along the arc of said curve 235.11 feet through a central angle of  $13^{\circ}54'58''$  to the point of tangency; thence run N.  $82^{\circ}39'19''$ W. 163.28 feet to the point of curvature of a curve concave Southerly, and having a radius of 868.00 feet; thence run Westerly along the arc of said curve 259.39 feet through a central angle of  $17^{\circ}07'20''$  to a point; thence run S.  $09^{\circ}46'39''$ E. 96.00 feet; thence S.  $03^{\circ}50'05''$ E. 54.31 feet; thence S.  $10^{\circ}13'35''$ E. 101.00 feet to a point on the Northerly line of the "Lake Cohen, Little Lake Cohen, and Surrounding Park parcel as described in aforesaid Exhibit "A" in the Warranty Deed, recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida, said point being on a curve concave Southerly, and having a radius of 617.00 feet; thence run Westerly along said Northerly line of "Lake Cohen, Little Lake Cohen, and Surrounding Park" and along the Northerly line of aforesaid "Recreation Complex", the following courses; thence from a tangent bearing of S.  $79^{\circ}46'25''$ W., run Westerly along the arc of said curve a distance of 154.20 feet through a central angle of  $14^{\circ}19'11''$  to the point of reverse curvature of a curve concave Northerly, and having a radius of 1616.09 feet; thence run Westerly along the arc of said curve 187.99 feet through a central angle of  $6^{\circ}39'54''$  to the point of reverse curvature of a curve concave Southerly, and having a radius of 2078.73 feet; thence run Westerly along the arc of said curve 155.22 feet through a central angle of  $4^{\circ}16'42''$  to point of tangency; thence run S.  $67^{\circ}50'26''$ W. 56.45 feet to the point of curvature of a curve concave Northerly, and having a radius 693.00 feet; thence run Westerly along the arc of said curve 242.22 feet through a central angle of  $20^{\circ}01'34''$  to the point of tangency; thence run S.  $87^{\circ}52'00''$ W. 177.44 feet to the point of curvature of a curve concave Southerly, and having a radius of 314.08 feet; thence run Westerly along the arc of said curve 84.74 feet through a central angle of  $15^{\circ}27'29''$  to the point of tangency; thence run S.  $72^{\circ}24'41''$ W. 79.20 feet to the point of beginning, containing 103.3363 acres more or less.

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AND LESS

Description: Parcel "C"

A portion of Tract Two as described in Warranty Deed recorded in Official Records Book 4629, Pages 2875-2902 of the Public Records of Orange County, Florida, said portion being more particularly described as follows:

From the Southeast corner of the West  $\frac{3}{4}$  of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run N. 02°47'04"W. Along the East line of said West  $\frac{3}{4}$  of Section 25, a distance of 2863.81 feet to the Northeast corner of "Banbury Village Condominium" as recorded in Condo Book 5, N.02°47'04"W along said East line 2055.70 feet to the Point of Beginning; thence continue N.02°47'04"W., along said East line 400.00 feet to a point on the South right-of-way line on Ponkan Road (60 feet in width); thence S.87°35'27"W., along the said South right-of-way line 280.00 feet; thence S.02°24'33"E., 211.11 feet to a point on the Northeasterly boundary of Parcel "A" an exception to Tract Two and described in Official Records Book 4629, Pages 2882-2884 of the Public Records of Orange County, Florida, said point being on a non-tangent curve concave Southwesterly, having a radius of 453.00 feet; thence Southeasterly along said Northeasterly boundary and along said curve an arc distance of 242.39 feet, a chord bearing and distance of S.40°00'06"E. 239.51 feet; thence departing said Northeasterly boundary of Parcel "A" along a non-tangent line N.87°2'56"E. 136.51 feet to the Point of Beginning.

Being subject to an easement 60 feet in width to Florida Power Corporation as recorded in Official Records Book 2525, Page 1302 of the Public Records of Orange County, Florida

Containing 2.21 acres, more or less

AND LESS

SEWAGE PLANT SITE WITH TEMPORARY EASEMENT (Parcel D)

DESCRIPTION. SEWAGE PLANT SITE

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST  $\frac{3}{4}$  OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST. ORANGE COUNTY, FLORIDA, RUN N02°47'04"W ALONG THE EAST LINE OF SAID WEST  $\frac{3}{4}$  A DISTANCE OF 2863.81 FEET TO THE NORTHEAST CORNER OF "BRANBURY VILLAGE CONDOMINIUM" AS RECORDED IN CONDOMINIUM BOOK 5, PAGES 1 AND 2, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA SAID CORNER BEING THE POINT OF BEGINNING; THENCE RUN S75°51'06"W ALONG THE NORTHERLY LINE OF SAID CONDOMINIUM 286.42 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 682.26 FEET; SAID POINT LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PUTTER ROAD (54' RIGHT-OF-WAY); THENCE FROM A TANGENT BEARING OF N14°08'54"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 633.41 FEET THROUGH A CENTRAL ANGLE OF 53°11'37" TO THE P.T. OF SAID CURVE; THENCE N67°20'31"W A DISTANCE OF 39.27 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF GREENBLUFF ROAD (PRIVATE 54' ROAD) SAID POINT BEING ON THE ARC OF A CURVE CONCAVE NORTHWEST AND HAVING A

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RADIUS OF 791.62 FEET; THENCE FROM A TANGENT BEARING OF N20°35'20"E RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°46'54" A DISTANCE OF 131.33 FEET; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF SAID GREENBLUFF ROAD RUN S77°23'26"E A DISTANCE OF 86.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 878.00 FEET; RUN THENCE FROM A TANGENT BEARING OF N12°36'35"E RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°06'28" A DISTANCE OF 16.97 FEET; RUN THENCE N87°12'56"E A DISTANCE OF 449.35 FEET; THENCE S54°39'48"E A DISTANCE OF 71.26 FEET; THENCE N87°12'56"E A DISTANCE OF 60.00 FEET TO AN INTERSECTION WITH SAID EAST LINE OF THE WEST 3/4; THENCE S02°47'04"E ALONG SAID EAST LINE OF THE WEST 3/4 A DISTANCE OF 506.30 FEET TO THE POINT OF BEGINNING.  
CONTAINING 6.15 ACRES MORE OR LESS

TOGETHER WITH:

DESCRIPTION: SEWAGE PLANT SITE TEMPORARY EASEMENT

BEING A PORTION OF BRANBURY VILLAGE CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 5, PAGES 1 & 2, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FROM THE NORTHEAST CORNER OF SAID BRANBURY VILLAGE CONDOMINIUM AS A POINT OF BEGINNING; RUN S75°51'06"W ALONG THE NORTH LINE OF SAID BRANBURY VILLAGE CONDOMINIUM AS DISTANCE OF 286.42 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF PUTTER ROAD, A 54' WIDE RIGHT-OF-WAY, AS SHOWN ON SAID PLAT OF BRANBURY VILLAGE CONDOMINIUM; THENCE FROM A TANGENT BEARING OF S59°17'14"E RUN SOUTHEASTERLY ALONG THE ARC OF A CURVE HAVING A RADIUS OF 682.26 FEET AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 4°22'32" A DISTANCE OF 52.10 FEET TO THE P.T. OF SAID CURVE; THENCE S09°48'22"E A DISTANCE OF 70.75 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE RUN N88°23'11"E A DISTANCE OF 264.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID BRANBURY VILLAGE CONDOMINIUM; RUN THENCE N02°47'04"W ALONG THE EAST LINE OF SAID BRANBURY VILLAGE CONDOMINIUM A DISTANCE OF 183.35 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.96 ACRES MORE OR LESS

AND LESS

Description: Water Treatment Plant (Parcel "E")

From the Southwest corner of the Southeast ¼ of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run n. 03°27'28"W., along the West line of said Southeast ¼ of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium" as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence leaving said West line run N. 73°24'02"E., along the North line of said Condominium, 534.93 feet to the Westerly right-of-way line of Cayman Circle (100' right-of-way); thence run N.06°08'16"E., along said Westerly right-of-way line 93.62 feet; thence leaving said Westerly right-of-way line run N. 85°51'44"E., 100.00 feet to the Easterly right-of-way line of said Cayman Circle; thence run N.06°08'16"W. 257.83 feet to the point of curvature of a curve concave Westerly and having a radius of 950.00 feet, said point being the Point of Beginning; thence from a tangent bearing of N. 06°08'16"W., run Northerly along said curve 150.00

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*feet through a central angle of 09°02'46"; thence run S.82°00'18"E., 165.00 feet to a point on a curve concave Westerly and having a radius of 129.49 feet; thence from a tangent bearing of S. 39°31'48"E., run Southerly along the arc of said curve 92.66 feet, through a central angle of 40°59'56" to a point on a curve concave Southerly and having a radius of 555.08 feet; thence from a tangent bearing of S.76°37'03"W., run Westerly along the arc of said curve 40.78 feet through a central angle of 04°12'32" to the point of tangency; thence S.72°24'31"W. 79.20 feet to the point of curvature of a curve concave Northerly and having a radius of 505.23 feet; thence run Westerly along the arc of said curve 21.38 feet through a central angle of 02°25'29"; thence N. 85°25'12"W. 29.81 feet to the Point of Beginning. Containing 0.4654 acres more or less*

AND LESS

*Parcel "F"*

*Commence at the Southwest corner of the Southeast ¼ of Section 26, Township 20 South, Range 27 East; thence run N.03°27'28"W., along the West line of said Southeast ¼ distance of 30.00 feet; thence run S.86°45'34"W., a distance of 16.52 feet to a point lying on the Northerly right-of-way line of State Road No. 441 said point being on a curve concave Southwest and having a radius of 5859.65 feet; thence from a tangent bearing of N.42°14'25"W., run Northwesterly along said right-of-way and the arc of said curve a distance of 79.66 feet through a central angle of 00°46'44" to the point of beginning; thence continue along said right-of-way and said arc of said curve a distance of 508.51 feet through a central angle of 04°58'20" the point of tangency; thence run N.47°59'29"W., along said right-of-way 418.05 feet; thence leaving said right-of-way run N.54°04'28"E. 415.47 feet; thence N. 42°52'51"W. 239.26 feet to the point of curvature of a curve concave Easterly having a radius of 274.75 feet and a central angle of 40°00'00" run thence Northerly along the arc of said curve 191.81 feet to the point of tangency; thence run N.02°52'51"W., a distance of 90.00 feet; thence 87°07'09" a distance of 251.49 feet; thence S.02°52'51"E. 264.67 feet; thence S.42°52'51"E. 72.14 feet to a curve concave Northerly having a radius of 160.00 feet and a central angle of 48°18'55"; thence run Easterly along the arc of said curve 134.92 feet; thence run S. 03°29'34"E. 416.08 feet to a point of curvature of a curve concave East and having a radius of 192.57 feet and a central angle of 52°40'10" run Southerly along the arc of said curve 177.02 feet to the point of tangency; thence run S.56°09'44"E. 82.92 feet to the point curvature of curve concave Northeasterly having a radius of 324.10 feet and a central angle of 40°49'30"; run thence Easterly along said curve a distance of 230.93 feet; thence run S. 68°40'28"E. 91.34 feet to the point of curvature of a curve concave Southwesterly having a radius of 92.02 and a central angle of 28°14'20"; thence run Southeasterly along said curve 45.35 feet; thence run S.56°27'30"W. 103.20 feet; thence S. 57°43'39"W. 143.17 feet; thence S. 50°03'52"W. 79.93 feet; thence S.49°57'24"W. 62.19 feet; thence S.59°01'10"W. 15.66 feet; thence S.84°16'17"W. 16.95 feet; thence N.78°07'33"W. 20.43 feet; thence S.46°58'49"W. 15.70 feet to the Point of Beginning.*

AND LESS

## Zellwood Station Proposed Service Area

### DESCRIPTION: SILVESTRI PROPERTIES AT YOTHERS ROAD (PARCEL "G")

BEING A PORTION OF SECTIONS 25 & 26, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 FROM THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF CAYMAN DRIVE SOUTH AS RECORDED IN O.R. BOOK 3527, PAGE 1913, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA WITH THE NORTHERLY RIGHT-OF-WAY LINE OF YOTHERS ROAD AS RECORDED IN O.R. 2658, PAGE 1319, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS A POINT OF BEGINNING; RUN THENCE N87°09'16"E ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID YOTHERS ROAD A DISTANCE OF 383.60' TO AN INTERSECTION WITH THE EAST LINE OF SAID SECTION 26; RUN THENCE N02°58'42"W ALONG THE EAST LINE OF SAID SECTION 26 A DISTANCE OF 35.00 FEET; THENCE N87°05'40"E PARALLEL WITH THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 430.00'; RUN THENCE S02°58'42"E PARALLEL WITH THE EAST LINE OF SAID SECTION 26 A DISTANCE OF 95.00 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID YOTHERS ROAD; RUN THENCE N87°05'40"E ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID YOTHERS ROAD A DISTANCE OF 493.79 FEET TO THE MOST SOUTHWESTERLY CORNER OF, CITRUS RIDGE VILLAGE CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 4, PAGE 135 & 136, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN THENCE ALONG THE BOUNDARY OF SAID CITRUS VILLAGE CONDOMINIUM THE FOLLOWING COURSES AND DISTANCES; A RADIAL BEARING OF N16°13'15"E A DISTANCE OF 74.54' TO A POINT ON THE ARC OF A CURVE CONCAVE NORTH EAST AND HAVING A RADIUS OF 641.43'; THENCE FROM A TANGENT BEARING OF N73°47'40"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°40'38" A DISTANCE OF 242.68'; RUN THENCE ON A RADIAL BEARING OF N38°32'42"E A DISTANCE OF 111.04' TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEAST AND HAVING A RADIUS OF 213.67'; THENCE FROM A TANGENT BEARING OF N51°27'18"E RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°08'06" A DISTANCE OF 104.92' TO THE P.T. OF SAID CURVE; THENCE N23°19'12"W A DISTANCE OF 55.86' TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF CAYMAN CIRCLE AS SHOWN ON THE PLAT OF SAID, CITRUS RIDGE VILLAGE CONDOMINIUM; THENCE DEPARTING THE BOUNDARY OF SAID CITRUS RIDGE VILLAGE CONDOMINIUM RUN ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID CAYMAN CIRCLE THE FOLLOWING COURSES AND DISTANCES; S66°40'48"W A DISTANCE OF 444.25' TO THE P.C. OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 810.00'; RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°35'14" A DISTANCE OF 333.46' TO THE P.T. OF SAID CURVE; THENCE N89°43'59"W A DISTANCE OF 146.14' TO THE P.C. OF A CURVE CONCAVE NORTHEAST AND HAVING A RADIUS OF 296.23'; RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°56'24" A DISTANCE OF 159.96 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID CAYMAN DRIVE SOUTH; RUN THENCE S26°14'36"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 71.59' TO THE P.C. OF A CURVE CONCAVE SOUTHEAST AND HAVING A RADIUS OF 356.27'; RUN THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°15'39" A DISTANCE OF 150.86' TO THE POINT OF BEGINNING.

## Zellwood Station Proposed Service Area

AND LESS

## DESCRIPTION: ROLLING HILLS CHURCH PROPERTY

Begin from the NW corner of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 26, Township 20 South, Range 27 East, Orange County Florida, Run N. 87°07'09" E. along the North line of said SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 26, a distance of 330.00 feet to the point of beginning on the East line of the West 330.00 feet of the East  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of said Section 26; thence run N. 03°22'34"W. along said East line 93.00 feet; Thence run N. 87°07'09" E. parallel with said North line of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of section 26, a distance of 440.00 feet; Thence S. 02°52'51" E. 90.00 feet to the point of curvature of a curve concave Easterly, with radius of 274.75 feet and a central angle of 40°00'00"; Run thence southerly along the arc of said curve 191.81 feet to the of tangency; Thence run S. 42°52'51" E. 239.26 feet; Thence run S. 54°04'28" W. along said northerly right-of-way line of U.S. Highway No. 441; Thence run N. 47°59'29" W. along said northerly right-of-way line 432.76 feet to a point of intersection with said East line of the West 330.00 feet of the E  $\frac{1}{2}$  of the S  $\frac{1}{4}$  of section 26; Thence run N. 03°22'34" W. along said East line 278.03 feet to the point of beginning, containing 6.6266 acres, more or less, subject to restriction of record.

Together with the following Ingress-Egress Description granted to the Grantee, its assigns, agents and heirs:

From the NW corner of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of section 26, Township 20 South, Range 27 East, Orange County, Florida Run N. 87°07'09" E. along the North line of said SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 26, a distance of 330.00 feet to the point of beginning on the East line of the West 330.00 feet of the East  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of said Section 26; thence run S. 03°22'34" E. parallel with the west line of said East  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of section 26, a distance of 278.03 feet to a point on the Northerly right of way line of U.S. Highway No. 441, Run thence S. 47°59'29" E along said Northerly right-of-way line 432.76 feet to the point of beginning; Thence run N. 54°04'28" E 415.47 feet; Thence run S. 42°52'51" E. 60.45 feet; Thence run S. 54°04'28" W. 409.96 feet along said northerly right-of-way line; Thence run N. 47°59'29" W. along said northerly right-of-way line 61.36 feet to the point of Beginning, Contained 0.5685 Acres, more of less.

Said Ingress and Egress subject to mortgages and restrictions of record.

## AFFIDAVIT OF ZELLWOOD STATION COMMUNITY ASSOCIATION MEMBERSHIP

I Elmer L. Goins, the President of Zellwood Station Community Association, Inc. (the "Association"), having been duly sworn, state the following in support of the Dual Application for Partial Transfer to Governmental Authority and For Transfer of Wastewater Certificate No. 518S and Water Certificate No. 602W submitted for filing on July 24, 2003 by Zellwood Station Co-Op, Inc. (the "Utility"):

1. The retail water and wastewater customers of the Utility listed in Exhibit "A" attached hereto ("Retail Customers") are all currently voting members of the Association with the exception of Rolling Hills Community Church.
2. The Retail Customers, upon the closing of the sale of the Utility's water and wastewater treatment plants to Orange County and the transfer the remaining water distribution and wastewater collection system and associated equipment from the Utility to Zellwood Station Community Association, Inc. (the "Association"), will be the only retail water and wastewater customers to be served by the Association as of the date of said transfer.

Signature: *Elmer L. Goins*

Print Name: Elmer L. Goins



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17 day of Sept, 2003, by Elmer L. Goins.



Carol D. Fouse  
Commission # CC 876889  
Expires Oct. 31, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

AFFIX NOTARY STAMP

Carol D. Fouse  
Signature of Notary Public

CAROL D FOUSE  
(Print Notary Name)

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Personally known, or

~ Produced Identification

Type of Identification Produced  
\_\_\_\_\_

**EXHIBIT "A"**

**ZELLWOOD STATION CO-OP, INC. RETAIL CUSTOMER LIST**

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>          | <b>Service Address</b> |
|--------------------------|------------------------|
| Salvatore Marrocco       | 2041 Live Oak Lane     |
| Grace E Tilney           | 2049 Live Oak Lane     |
| Betty Jean DeMinck       | 2057 Live Oak Lane     |
| Neil F Gillis            | 2065 Live Oak Lane     |
| Lawrence Halter          | 2073 Live Oak Lane     |
| Richard J Bischof        | 2074 Live Oak Lane     |
| Margaret M. Mahon        | 2066 Live Oak Lane     |
| Nellie Conklin           | 2058 Live Oak Lane     |
| Hazel J Martin           | 2050 Live Oak Lane     |
| Eleanor M Bartels        | 2042 Live Oak Lane     |
| John Baker               | 2034 Live Oak Lane     |
| Helen Case               | 2026 Live Oak Lane     |
| Sylvia B. Fuller         | 2018 Live Oak Lane     |
| James Brown              | 2002 Live Oak Lane     |
| Thomas M. Reilley        | 4125 Oak Grove Drive   |
| Patricia E Munro         | 4133 Oak Grove Drive   |
| Doris & Reginald Greiner | 4141 Oak Grove Drive   |
| Mary A Black             | 4149 Oak Grove Drive   |
| Grace E. MacMichael      | 2003 White Oak Lane    |
| Robert M. Maxwell        | 2011 White Oak Lane    |
| Anna Mancuso             | 2019 White Oak Lane    |
| Lenone Gordon            | 2027 White Oak Lane    |
| Paul Steiner             | 2035 White Oak Lane    |
| Gene Landgrebe           | 2043 White Oak Lane    |
| Larry Pomeroy            | 2044 White Oak Lane    |
| Esther C. Doherty        | 2036 White Oak Lane    |
| Millie C. Genco          | 2028 White Oak Lane    |
| Robert P. Snider         | 2020 White Oak Lane    |
| Bill Dunham              | 4203 Oak Grove Drive   |
| Gene Landgrebe           | 4211 Oak Grove Drive   |
| Sarah Stewart            | 4219 Oak Grove Drive   |
| Wilbur L Mace            | 4227 Oak Grove Drive   |
| Fred Carr                | 4235 Oak Grove Drive   |
| Eleanor G Austin         | 4243 Oak Grove Drive   |
| A. Laura Quinlan         | 4251 Oak Grove Drive   |
| John Hubbard             | 4259 Oak Grove Drive   |
| Harry E. Morrow          | 4277 Oak Grove Drive   |
| Emily K. Lane            | 2003 Oak Grove Drive   |
| Marion Scalise           | 2011 Oak Grove Drive   |
| Gail I. Long             | 2027 Oak Grove Drive   |
| Paul & Joan Wallace      | 2035 Oak Grove Drive   |
| Chester A Florence       | 2043 Oak Grove Drive   |
| Ralph Hedus              | 2024 Water Oak Circle  |
| Wallace W. McLaughlin    | 2016 Water Oak Circle  |
| Charlotte Mae Gear       | 2008 Water Oak Circle  |
| Lawrence Harney          | 2007 Water Oak Circle  |
| Jerry Royce              | 2015 Water Oak Circle  |
| Joni Wilson              | 2023 Water Oak Circle  |
| Donald Flippen           | 4310 Water Oak Lane    |
| Jane E. Gosnell          | 4302 Water Oak Lane    |
| John A. Hickman          | 4301 Water Oak Lane    |
| Harold Anderson          | 4309 Water Oak Lane    |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>               | <b>Service Address</b> |
|-------------------------------|------------------------|
| James T. Kielbasa             | 4317 Water Oak Lane    |
| Jerry Hazelwood               | 4325 Water Oak Lane    |
| Donald Cooper                 | 2105 Oak Grove Drive   |
| William A. Peters             | 2113 Oak Grove Drive   |
| William E Davis, Jr.          | 2121 Oak Grove Drive   |
| Laura S. McClain              | 2129 Oak Grove Drive   |
| Janice Matchett               | 4344 Black Oak Lane    |
| Vernon R. Manes               | 4336 Black Oak Lane    |
| Ronald M. Garner              | 4328 Black Oak Lane    |
| Nathaniel & Patricia Portinga | 4320 Black Oak Lane    |
| Earl Brewer                   | 4312 Black Oak Lane    |
| Carlos Goodson                | 4304 Black Oak Lane    |
| Gladys Reagan                 | 4303 Black Oak Lane    |
| Joseph Kaider                 | 4311 Black Oak Lane    |
| Elizabeth Burgess             | 4319 Black Oak Lane    |
| Richard A Buck                | 4327 Black Oak Lane    |
| David Weiner                  | 4335 Black Oak Lane    |
| William Matetich              | 4343 Black Oak Lane    |
| Thomas E. Grether             | 4351 Black Oak Lane    |
| Marguerite Traphagen          | 2145 Oak Grove Drive   |
| William G O' Callaghan        | 2153 Oak Grove Drive   |
| Yvette C. Savage              | 2162 Oak Grove Drive   |
| Yvette L Cote                 | 2154 Oak Grove Drive   |
| Jean Marie Gibser             | 2146 Oak Grove Drive   |
| Charles W Arterbury           | 2138 Oak Grove Drive   |
| Anthony L Merenda             | 2130 Oak Grove Drive   |
| John A. Verba                 | 2122 Oak Grove Drive   |
| Evelyn McQueen                | 2114 Oak Grove Drive   |
| Burton W. Bowen               | 2106 Oak Grove Drive   |
| Thomas D Lennon, Sr.          | 2052 Oak Grove Drive   |
| Charles J. Hardt, Sr.         | 2044 Oak Grove Drive   |
| Francis E & Sally Thomm       | 2036 Oak Grove Drive   |
| Michael Rossum                | 2028 Oak Grove Drive   |
| George & Sharon Rankens       | 2020 Oak Grove Circle  |
| Robert Wenzel                 | 2012 Oak Grove Drive   |
| Betty J Stallings             | 2004 Oak Grove Drive   |
| Angelo Pellegatto             | 4272 Oak Grove Drive   |
| Clement Lamarche              | 4268 Oak Grove Drive   |
| George L Szoke                | 4260 Oak Grove Drive   |
| Howard Higgins                | 4252 Oak Grove Drive   |
| Salvatore A Tascarella        | 4244 Oak Grove Drive   |
| Harry E Johnson               | 4236 Oak Grove Drive   |
| John P Kelly                  | 4212 Oak Grove Drive   |
| Velma Doerner                 | 4204 Oak Grove Drive   |
| Michael G. Black              | 4166 Oak Grove Drive   |
| Edd A. Rhodes                 | 4158 Oak Grove Drive   |
| Elli J. Lipka                 | 4150 Oak Grove Drive   |
| Royal Gardner                 | 4142 Oak Grove Drive   |
| Dennis M Callen               | 4134 Oak Grove Drive   |
| Clement Lamarche              | 4126 Oak Grove Drive   |
| Beth Schnell                  | 4118 Oak Grove Drive   |
| Bob Williams                  | 4110 Oak Grove Drive   |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>           | <b>Service Address</b>   |
|---------------------------|--------------------------|
| Elizabeth Braustein       | 4102 Oak Grove Drive     |
| Blanche MacBeth           | 4406 Red Oak Lane        |
| Albert Bogie              | 4414 Red Oak Lane        |
| Walter Wachowski          | 4422 Red Oak Lane        |
| Mary Ann Mendenhall       | 4430 Red Oak Lane        |
| James F. Brown, Jr.       | 4438 Red Oak Lane        |
| Leonard P Starts          | 4446 Red Oak Lane        |
| James E Hill              | 4454 Red Oak Lane        |
| Walter Prosek             | 4462 Red Oak Lane        |
| E. Joyce Barton           | 4470 Red Oak Lane        |
| John S. Brinze            | 4478 Red Oak Lane        |
| James Fontana             | 4486 Red Oak Lane        |
| Clyde Kullman             | 4477 Red Oak Lane        |
| Joan R Scoltock           | 4469 Red Oak Lane        |
| Zenie A. Palmer           | 4461 Red Oak Lane        |
| Henry L Bateman           | 4453 Red Oak Lane        |
| Howard M. Terry           | 4445 Red Oak Lane        |
| William J. McLeod, P.A.   | 4437 Red Oak Lane        |
| Jane W Kemnitz            | 4429 Red Oak Lane        |
| George C. Stewart         | 4421 Red Oak Lane        |
| Marjorie Gelfke           | 4413 Red Oak Lane        |
| Donald J Carter           | 4405 Red Oak Lane        |
| Gay P Johnson             | 4407 Canopy Circle       |
| Leon A Tubbs              | 4415 Canopy Circle       |
| Thomas B Krueger          | 4423 Canopy Circle       |
| William E. Davis, Jr.     | 2167 Canopy Circle       |
| Celeste W. Weaver         | 2159 Canopy Circle       |
| Walter L. Stanley         | 2151 Canopy Circle       |
| Louise A Wilson           | 2135 Canopy Circle       |
| James & Gwendolyn Herbert | 2127 Canopy Circle       |
| June E. Ward              | 2111 Canopy Circle       |
| Carl F. Ahlstrom          | 2009 Canopy Circle       |
| David G Price             | 2001 Canopy Circle       |
| Mark Kreitzinger          | 2116 Spillman Drive      |
| Robert L Lyons            | 2122 Spillman Drive      |
| Wayne & Lynn Morgan       | 2000 Canopy Circle       |
| Simone H. Kaness          | 2008 Canopy Circle       |
| Roselyn S. Potter         | 2016 Canopy Circle       |
| William H. Williams       | 2024 Canopy Circle       |
| Harold P. Sbrocco         | 2032 Canopy Circle       |
| Lorraine DeBuhr           | 2040 Canopy Circle       |
| Ellen M. Holt             | 2102 Canopy Circle       |
| Vonnie Jusseaume          | 2110 Canopy Circle       |
| C. Bradley Lynch          | 2118 Canopy Circle       |
| Anna Mae Sefton           | 2126 Canopy Circle       |
| Cheryl Wakefield          | 2134 Canopy Circle       |
| John & Debbie Shaw        | 2142 Canopy Circle       |
| Frankie Keil              | 2150 Canopy Circle       |
| Anna Rowcliffe            | 2158 Canopy Circle       |
| Frank Alfano              | 4063 North Citrus Circle |
| Irene & Benjamin Costello | 4055 North Citrus Circle |
| Bernard Kleiman           | 4039 North Citrus Circle |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>                   | <b>Service Address</b>   |
|-----------------------------------|--------------------------|
| Rudolph Broeker                   | 4031 North Citrus Circle |
| B. Kenneth Johnson                | 4023 North Citrus Circle |
| Donald Haischer                   | 4015 North Citrus Circle |
| Ronald R Lewis                    | 4007 North Citrus Circle |
| James Deak                        | 3977 North Citrus Circle |
| Donald Castello                   | 3945 North Citrus Circle |
| Shirley A. Scruggs                | 3929 North Citrus Circle |
| Jack A Finley                     | 3921 North Citrus Circle |
| Doris Nestor                      | 3913 North Citrus Circle |
| Mary H. Strasser                  | 3905 North Citrus Circle |
| Billy M. Estep                    | 3851 North Citrus Circle |
| Marion O'Neill                    | 3911 Diamond Oak Way     |
| Jean M. Bradley                   | 3903 Diamond Oak Way     |
| Charles H. Goertz                 | 3889 Diamond Oak Way     |
| Nancy Evans                       | 3881 Diamond Oak Way     |
| John C. Brigantino                | 3873 Diamond Oak Way     |
| Robert J. Smith                   | 3865 Diamond Oak Way     |
| Frederick J. Bottcher             | 3857 Diamond Oak Way     |
| Paul F. Swenk                     | 3849 Diamond Oak Way     |
| William L. Nofsinger              | 3841 Diamond Oak Way     |
| Charles R Cassetta                | 3833 Diamond Oak Way     |
| Grace E. Pease                    | 3825 Diamond Oak Way     |
| Thomas D Shane                    | 3817 Diamond Oak Way     |
| Frederick Bauby                   | 3809 Diamond Oak Way     |
| Elmer L. Goins                    | 3801 Diamond Oak Way     |
| Betty C. Snook-Cox                | 3793 Diamond Oak Way     |
| Rondal Duckworth                  | 3785 Diamond Oak Way     |
| Lavon E. Miller                   | 3777 Diamond Oak Way     |
| Ruth Davis                        | 3769 Diamond Oak Way     |
| W. R. Kemp                        | 3761 Diamond Oak Way     |
| Robert H. Mahaffey                | 3753 Diamond Oak Way     |
| Evelyn L. Platt                   | 3745 Diamond Oak Way     |
| Ruth J. Smith                     | 3737 Diamond Oak Way     |
| Marion J. French, II              | 3729 Diamond Oak Way     |
| Marie H. Smith                    | 3721 Diamond Oak Way     |
| Cory S. Hodges & Virginia Hoffman | 3713 Diamond Oak Way     |
| Dale E. Speelman                  | 3705 Diamond Oak Way     |
| Carroll R & Donna Harris          | 3717 North Citrus Circle |
| Rebecca Cartwright                | 3741 North Citrus Circle |
| Brad Bagley                       | 3757 North Citrus Circle |
| Maxine W Johnson                  | 3765 North Citrus Circle |
| Hazel M. Kintzel                  | 3773 North Citrus Circle |
| Thelma L Barnes                   | 3781 North Citrus Circle |
| Tom & Ella Mae Graham             | 3803 North Citrus Circle |
| Ralph E Turner                    | 3811 North Citrus Circle |
| John E. Williams                  | 3819 North Citrus Circle |
| William Demore                    | 3825 North Citrus Circle |
| Joseph D Dean                     | 3904 Diamond Oak Way     |
| Delores Walbaum                   | 2572 Amyris Court        |
| Frank Shearer                     | 2564 Amyris Court        |
| Joan E. King                      | 2556 Amyris Court        |
| Robert E. Lee                     | 2548 Amyris Court        |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>               | <b>Service Address</b> |
|-------------------------------|------------------------|
| Richard Keith                 | 2540 Amyris Court      |
| John C. Clancy                | 2532 Amyris Circle     |
| Roger L & Alice M Main        | 2524 Amyris Court      |
| Melvin Walter                 | 2516 Amyris Court      |
| James A. Ronco                | 2508 Amyris Court      |
| Louis R. Payne                | 2500 Amyris Court      |
| Robert J. Meszaros            | 2501 Amyris Court      |
| Frederick M. Wilson           | 2509 Amyris Court      |
| Robert & Sally Esters, III    | 2517 Amyris Court      |
| John Morman                   | 2525 Amyris Court      |
| Ruth Ann Zaring               | 2533 Amyris Court      |
| Nikolaus Schuster             | 2541 Amyris Court      |
| Dorothy Kale                  | 2549 Amyris Court      |
| Bruce M. O'Dell               | 2557 Amyris Court      |
| Stuart Ennis                  | 2579 Amyris Court      |
| Barbara Blenden               | 3882 Diamond Oak Way   |
| George M. & Joan M. Chevalier | 3874 Diamond Oak Way   |
| Mary Guthrie Parker           | 3866 Diamond Oak Way   |
| Evan W. Scott, Jr.            | 3858 Diamond Oak Way   |
| Sheldon Symington             | 3842 Diamond Oak Way   |
| Betty Jean DeMinck            | 3834 Diamond Oak Way   |
| Paula D. Fitzpatrick          | 3826 Diamond Oak Way   |
| John D Crawford               | 2560 Teak Court        |
| John & Joan Blidy             | 3802 Diamond Oak Way   |
| Joe C. Willis                 | 3794 Diamond Oak Way   |
| Lois Gissingner               | 3786 Diamond Oak Way   |
| Kenneth & Daisy Strock        | 3768 Diamond Oak Way   |
| Marion Janis                  | 3762 Diamond Oak Way   |
| Dennis A. Hites               | 3754 Diamond Oak Way   |
| Ruth W. Chandler              | 3746 Diamond Oak Way   |
| Bernard Dimiceli              | 3738 Diamond Oak Way   |
| Chester Pokusa                | 2307 Loveplum Court    |
| Kelley Vine                   | 2315 Love Plum Court   |
| James Long                    | 2323 Love Plum Court   |
| Mildred L. Hawkey             | 2331 Loveplum Court    |
| Albert R Freeman              | 2339 Loveplum Court    |
| Bert M Chance                 | 2338 Loveplum Court    |
| Neva J. Douglass              | 2330 Loveplum Court    |
| Darrell Meinke                | 2322 Love Plum Court   |
| Fred E Frazier                | 2314 Loveplum Court    |
| Herbert V. Brown              | 2306 Loveplum Court    |
| Damian Lagennusa              | 3743 Olax Court        |
| Richard F. Longtin            | 3801 Olax Court        |
| Elaine R. Ellison             | 3809 Olax Court        |
| Harmon E. Pletzer             | 3833 Olax Court        |
| Donald L. Wilder              | 3841 Olax Court        |
| Gloria M. Stokes              | 3842 Olax Court        |
| Richard A Wilson              | 3834 Olax Court        |
| Jim Wilhelm                   | 3826 Olax Court        |
| Thomas Shea                   | 3818 Olax Court        |
| Charles M Story Living Trust  | 3810 Olax Court        |
| Joseph Hack, Jr               | 3802 Olax Court        |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>         | <b>Service Address</b>   |
|-------------------------|--------------------------|
| Clarence A Hatfield     | 3760 Olax Court          |
| Emmett F. Doster        | 3752 Olax Court          |
| Frank Pittman           | 3744 Olax Court          |
| Richard C Paquet        | 3736 Olax Court          |
| Arthur D Dobbins        | 3728 Olax Court          |
| Janet J Russell         | 3720 Olax Court          |
| Bruce & Barbara Sprague | 3712 Olax Court          |
| Lola W. Hartle          | 3704 Olax Court          |
| Bruce E. Leavitt        | 4038 North Citrus Circle |
| Joseph N. Butler        | 4022 North Citrus Circle |
| Catherine Braecklein    | 4014 North Citrus Circle |
| Norma J. Schloot        | 4006 North Citrus Circle |
| Dorothy B. Kelly        | 3976 North Citrus Circle |
| Estela S. Matuk         | 3968 North Citrus Circle |
| Leo Schnurr             | 3960 North Citrus Circle |
| Robert A. Beach         | 3952 North Citrus Circle |
| George E. Howard        | 3936 North Citrus Circle |
| Elwood W Jeffries       | 3928 North Citrus Circle |
| Betty A. Lilje          | 3920 North Citrus Circle |
| Beverly A. Englund      | 3912 North Citrus Circle |
| Leroy Szesny            | 3904 North Citrus Circle |
| John F. Nystrom         | 3858 North Citrus Circle |
| Normand O. Bourget      | 3850 North Citrus Circle |
| Richard K. Schmidt ,    | 3842 North Citrus Circle |
| Lyonel L Edwards        | 2301 Blue Laurel Circle  |
| Constance H. Reppert    | 3826 North Citrus Circle |
| Jawood L. Anderson      | 3818 North Citrus Circle |
| Sharon L. Cooper        | 3780 North Citrus Circle |
| Richard B. Davis        | 3772 North Citrus Circle |
| Edward Wilson           | 3764 North Citrus Circle |
| David A Vorbach         | 3756 North Citrus Circle |
| Joyce Diehl             | 3748 North Citrus Circle |
| Kay Talton              | 3740 North Citrus Circle |
| Winona B Genton         | 3732 North Citrus Circle |
| Walter A Haase          | 3724 North Citrus Circle |
| William & Cindy Davis   | 3716 North Citrus Circle |
| Joseph Carnicelli       | 3708 North Citrus Circle |
| William Cantwell        | 3701 Cohen Drive         |
| Stephen Marine          | 3709 Cohen Drive         |
| Avalyn Fisher           | 3717 Cohen Drive         |
| Robert Rotruck          | 3725 Cohen Drive         |
| Joseph C Shea           | 3733 Cohen Drive         |
| Janet G. Desmond        | 3741 Cohen Drive         |
| Charles A. Swan         | 3749 Cohen Drive         |
| Floyd E Wilson          | 3757 Cohen Drive         |
| Margaret Kowalsky       | 3765 Cohen Drive         |
| Harrison F. Dunbrook    | 3773 Cohen Drive         |
| William A. Holzworth    | 3781 Cohen Drive         |
| Loreen E. Briggs        | 3805 Cohen Drive         |
| Donald L. Chance        | 3813 Cohen Drive         |
| Joyce E Keefe           | 3821 Cohen Drive         |
| Helen M Ritchie         | 3829 Cohen Drive         |



Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>            | <b>Service Address</b> |
|----------------------------|------------------------|
| Florence M Kelly           | 3837 Cohen Drive       |
| Jack Stiles                | 3915 Cohen Drive       |
| Thomas M. Foley            | 3923 Cohen Drive       |
| Walter Pulley              | 3947 Cohen Drive       |
| William Hollingsed         | 3955 Cohen Drive       |
| Dorothy E. Weed            | 3963 Cohen Drive       |
| Christene Cox              | 3971 Cohen Drive       |
| Edna M. Phillips           | 3979 Cohen Drive       |
| Russell Turvy              | 3985 Cohen Drive       |
| Terrence P O'Keefe         | 4007 Cohen Drive       |
| Clarence C. Tracy          | 4015 Cohen Drive       |
| Carol A. Curry             | 4023 Cohen Drive       |
| Lee Victorelli             | 4031 Cohen Drive       |
| Beverly J. Owens           | 4039 Cohen Drive       |
| Curtis Walsh               | 4047 Cohen Drive       |
| Bernard H Root             | 4055 Cohen Drive       |
| Sydney & Modestine Payne   | 4063 Cohen Drive       |
| Irving L. Perkins          | 4071 Cohen Drive       |
| Charles Townsend           | 3702 Cohen Drive       |
| Trudy B. Larsen            | 3716 Cohen Drive       |
| Sterling R Campbell        | 3724 Cohen Drive       |
| Edwin W. Antoniewicz       | 3742 Cohen Drive       |
| Robert Newlan              | 3750 Cohen Drive       |
| Irene A. Hunter            | 3758 Cohen Drive       |
| Maggie Parker              | 3772 Cohen Drive       |
| J. Edward Franklin         | 3780 Cohen Drive       |
| Robert E. Anderson         | 3804 Cohen Drive       |
| Robert J. Blatter          | 3812 Cohen Drive       |
| Robert T Capansky          | 3820 Cohen Drive       |
| William L Huybers          | 3828 Cohen Drive       |
| Carsten B. Borglum         | 3836 Cohen Drive       |
| Russell D Smith            | 3844 Cohen Drive       |
| Ray & Doris McCollum, Jr.  | 3852 Cohen Drive       |
| John Lindenmuth            | 3908 Cohen Drive       |
| Gifford F. Petersen        | 3916 Cohen Drive       |
| Lynn & Elaine Blocher      | 3924 Cohen Drive       |
| James C. Scharren          | 3932 Cohen Drive       |
| Lawrence W. Willis         | 3940 Cohen Drive       |
| J. Gertrude Schneider      | 3948 Cohen Drive       |
| Roy L. Chapman             | 3956 Cohen Drive       |
| Charles A. Stanton         | 4154 Greenbluff Court  |
| Joseph Strada              | 4158 Greenbluff Court  |
| Kenneth Turner             | 4162 Greenbluff Court  |
| Nancy McGee                | 4166 Greenbluff Court  |
| Lamarche Realty            | 4170 Greenbluff Court  |
| Marylee Jamison            | 4174 Greenbluff Court  |
| Cindy & Bill Davis         | 4177 Greenbluff Court  |
| Bruce W. Waite             | 4173 Greenbluff Court  |
| James H. & Ethel D. Bailes | 4143 Greenbluff Court  |
| Herbert & Cynthia Greene   | 4123 Greenbluff Court  |
| Donald E. Pearson          | 4119 Greenbluff Court  |
| Ronald R Lombardi          | 4011 Greenbluff Road   |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>                      | <b>Service Address</b>     |
|--------------------------------------|----------------------------|
| Geraldine Reynolds                   | 4146 Greenbluff Road       |
| Cheryl Kingman                       | 4138 Greenbluff Road       |
| Rose M Larro                         | 4134 Greenbluff Road       |
| Richard G. Hazelton                  | 4130 Greenbluff Road       |
| Sholdan A. Idskou                    | 4122 Greenbluff Road       |
| Deborah A. Gartner                   | 4118 Greenbluff Road       |
| Anne R Almond                        | 4012 Greenbluff Road       |
| Douglas Reed                         | 4008 Greenbluff Road       |
| Peter M. Gilardi                     | 2842 Myrtle Oak Lane       |
| Nick Nixon                           | 4005 Myrtle Oak Court      |
| Kenneth D. Sexton                    | 4122 Myrtle Oak Court      |
| Robert J. Kraft                      | 4114 Myrtle Oak Court      |
| Janice Carroll                       | 4110 Myrtle Oak Court      |
| Nicholas Blume                       | 4106 Myrtle Oak Court      |
| Dale & Carol Mankamyer               | 4032 Myrtle Oak Court      |
| Thomas Lisle                         | 4028 Myrtle Oak Court      |
| Alfred W. Moretti                    | 4024 Myrtle Oak Court      |
| Toni Henderson                       | 4020 Myrtle Oak Court      |
| Leonard Hendrickson                  | 4016 Myrtle Oak Court      |
| Richard Fisher                       | 4012 Myrtle Oak Drive      |
| Dale & Mary Dickson                  | 4008 Myrtle Oak Court      |
| Ronald & Nancy Bass                  | 4004 Myrtle Oak Court      |
| Thomas H Stroh                       | 2597 Lake Grassmere Circle |
| Lonnie Hatfield                      | 2611 Fiddlewood Court      |
| Mary Blaha                           | 2615 Fiddlewood Court      |
| John Justice                         | 2619 Fiddlewood Court      |
| Charles T. Snead                     | 2623 Fiddlewood Court      |
| Dean B Cherry                        | 2627 Fiddlewood Court      |
| George F. Myers                      | 2626 Fiddlewood Court      |
| Lamarche Realty                      | 2622 Fiddlewood Court      |
| Garnet Fredrick                      | 2618 Fiddlewood Court      |
| Ralph L. D'Alessandro                | 2612 Fiddlewood Court      |
| Arden E Strelauski                   | 2608 Fiddlewood Court      |
| Rainer H Fries                       | 2617 Lake Grassmere Circle |
| Frances Shackelford                  | 2621 Lake Grassmere Circle |
| Arthur Haven                         | 2627 Lake Grassmere Circle |
| Victor J Todaro                      | 2631 Lake Grassmere Circle |
| Arthur A Burch                       | 2635 Lake Grassmere Circle |
| Barry & Wanda Bronson                | 2651 Lake Grassmere Circle |
| Lamarche Realty                      | 2655 Lake Grassmere Circle |
| Lamarche Realty                      | 2710 Lake Grassmere Court  |
| Phillip Iorio                        | 2706 Lake Grassmere Court  |
| Lamarche Realty                      | 2702 Lake Grassmere Court  |
| Lamarche Realty                      | 2701 Lake Grassmere Court  |
| Jerald F. Owens                      | 2705 Lake Grassmere Court  |
| John & Marlene Vanderdrift           | 2717 Lake Grassmere Court  |
| Lamarche Realty                      | 2721 Lake Grassmere Court  |
| Gertrude P. Gregory                  | 2729 Lake Grassmere Court  |
| Franklin Rippeon & Charles E. Turner | 2733 Lake Grassmere Court  |
| Roland & Anna Dugan                  | 2737 Lake Grassmere Court  |
| Edgar R Vale                         | 2659 Lake Grassmere Circle |
| Dorothy M. Crowell                   | 2667 Lake Grassmere Circle |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>            | <b>Service Address</b>     |
|----------------------------|----------------------------|
| Byron T. Brown             | 2675 Lake Grassmere Circle |
| Leon Roberts               | 2679 Lake Grassmere Circle |
| Louis R. D'Amico           | 2691 Lake Grassmere Circle |
| Sam Riggi                  | 2703 Lake Grassmere Circle |
| Sidney J. Michaelson       | 2707 Lake Grassmere Circle |
| Edward R Paye              | 2711 Lake Grassmere Circle |
| Roy E. Schou               | 2729 Lake Grassmere Circle |
| Betty Gabryshak            | 2714 Canary Palm Court     |
| Frederick S Baker          | 2710 Canary Palm Court     |
| Henry Sorrese              | 2706 Canary Palm Court     |
| James Smeenge              | 2711 Canary Palm Court     |
| Joan Fennell               | 2719 Canary Palm Court     |
| Luciaen L Steele           | 3487 Greenbluff Road       |
| Anne B. Evers              | 3440 Greenbluff Road       |
| Stanley B. Sexton          | 3424 Greenbluff Road       |
| Don Hartman                | 3420 Greenbluff Road       |
| Anna Prescott              | 3416 Greenbluff Road       |
| Lois Justice               | 3412 Greenbluff Road       |
| Ruby Moore                 | 3408 Greenbluff Road       |
| Mary Howe                  | 2509 Fairbluff Road        |
| John J. Gundlach           | 2517 Fairbluff Road        |
| Frederick Allen            | 2525 Fairbluff Road        |
| Richard H. Lanphier        | 2541 Fairbluff Road        |
| Dennis & Katherine Haeck   | 2549 Fairbluff Road        |
| Diana Hilterbran           | 3660 Parway Road           |
| Lee C. Michaelis           | 3652 Parway Road           |
| Robert D. Thomson          | 3628 Parway Road           |
| Woodrow W. Lee             | 3620 Parway Road           |
| Irene E. Becker            | 3510 Parway Road           |
| June F Cosgrove            | 3502 Parway Road           |
| Clem Tatum                 | 3503 Parway Road           |
| B. Edward Paradis          | 3511 Parway Road           |
| Jean I. Spalding           | 3519 Parway Road           |
| Robert J Howe              | 3629 Parway Road           |
| Anne Marie Cote            | 3707 Parway Road           |
| Elizabeth L Yahner         | 3715 Parway Road           |
| John R. Stark              | 3723 Parway Road           |
| Roland Bouchard            | 3731 Parway Road           |
| Robert & Connie Burkhalter | 3739 Parway Road           |
| George W. Cullen           | 3747 Parway Road           |
| Charles S. Murtha          | 3801 Parway Road           |
| Patricia McDonald          | 3809 Parway Road           |
| Clyde Shields              | 3817 Parway Road           |
| Renee Blanche              | 3841 Parway Road           |
| Delmar H Scharrer          | 3849 Parway Road           |
| Robert E McQuillen         | 3857 Parway Road           |
| John B. Rodgers, Jr        | 3865 Parway Road           |
| Joseph H. Petrovit         | 3903 Parway Road           |
| Louise McGuinness          | 3927 Parway Road           |
| George Granros             | 3935 Parway Road           |
| Elmer & Lucille Wittkamp   | 3943 Parway Road           |
| Robert L. Loetscher        | 3955 Parway Road           |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>          | <b>Service Address</b>   |
|--------------------------|--------------------------|
| Jim DiBiasio             | 3963 Parway Road         |
| Robert & Linda Comerford | 3987 Parway Road         |
| Frank J. Lowry           | 3995 Parway Road         |
| Joseph R. Sbordone       | 3994 Parway Road         |
| Bernard J. Schmeltz      | 3926 Parway Road         |
| Robert F. Lynch          | 3918 Parway Road         |
| Janet O. Clark           | 3910 Parway Road         |
| W. H. Jorgenrud          | 3902 Parway Road         |
| Juanita Nowels           | 3864 Parway Road         |
| Benjamin T Shuman        | 3856 Parway Road         |
| Rowland Pearson          | 3848 Parway Road         |
| Gordon R McKay           | 3840 Parway Road         |
| William L. Brice         | 3832 Parway Road         |
| Raymond L. Ellis         | 3824 Parway Road         |
| Harold A. Yaggie         | 3816 Parway Road         |
| Joseph & Margaret King   | 3808 Parway Road         |
| Don & Donna Godkey       | 3800 Parway Road         |
| Norman Brown             | 3746 Parway Road         |
| Robert J. Boylan         | 3738 Parway Road         |
| Wesley C Pomeroy, Sr.    | 3730 Parway Road         |
| Arthur H. Lehmann        | 3722 Parway Road         |
| John Sperrick, Jr.       | 3714 Parway Road         |
| Duane Keilbach           | 2558 Fairbluff Road      |
| Walter & Zonnie          | 2550 Fairbluff Road      |
| George W. Clague         | 2542 Fairbluff Road      |
| Jerome & Rosann Thienes  | 2534 Fairbluff Road      |
| Naomi S. Findley         | 2526 Fairbluff Road      |
| Richard G. Mellin        | 2518 Fairbluff Road      |
| Janet L. Bonner          | 2510 Fairbluff Road      |
| Donna Gardner            | 3404 Greenbluff Road     |
| John Wellman             | 3400 Greenbluff Road     |
| Maynard B. Bender        | 2473 Putter Road         |
| Luther Bradshaw          | 2465 Putter Road         |
| Wanda Grant              | 2457 Putter Road         |
| Frank O. Gregerson       | 2449 Putter Road         |
| Erma L. Wolverton        | 2441 Putter Road         |
| Earl & Susan Sheiman     | 2433 Putter Road         |
| James N Cardwell         | 2425 Putter Road         |
| Mary G. Guardabascio     | 2417 Putter Road         |
| Sylvia R Koch            | 2409 Putter Road         |
| Lillian Vorozilchak      | 2363 South Citrus Circle |
| Neal Wood                | 2355 South Citrus Circle |
| Clifton Ackerman         | 2347 South Citrus Circle |
| Gerold D Boatwright      | 2339 South Citrus Circle |
| Robert Hilgar            | 2331 South Citrus Circle |
| Chien-Ping Hampton       | 2323 South Citrus Circle |
| Marie Ravoo              | 2315 South Citrus Circle |
| Charles E Edwards        | 2307 South Citrus Circle |
| WH Strickland            | 2237 South Citrus Circle |
| Otto Rapert              | 2229 South Citrus Circle |
| Bill & Carol Cropley     | 2221 South Citrus Circle |
| William W Laurent        | 2213 South Citrus Circle |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>             | <b>Service Address</b>   |
|-----------------------------|--------------------------|
| Marvin & Donna Mundy        | 2205 South Citrus Circle |
| Sam Poteet                  | 2151 South Citrus Circle |
| Harold Bertram              | 2143 South Citrus Circle |
| Marilyn A Enghauser         | 2135 South Citrus Circle |
| James J Zeman, Sr           | 2127 South Citrus Circle |
| Samuel R Wilson Jr          | 2119 South Citrus Circle |
| Robert D Hall               | 2111 South Citrus Circle |
| Betty Lane                  | 2103 South Citrus Circle |
| Edwin B Topmiller           | 2025 South Citrus Circle |
| Mark Doerr                  | 2017 South Citrus Circle |
| Jennilee Grandfield         | 2009 South Citrus Circle |
| Paul E Wheeler              | 2001 South Citrus Circle |
| Lawrence P Hoistion         | 3229 Citrus Lane         |
| Betty Goeckel               | 3221 Citrus Lane         |
| Martin V. Cramer            | 3213 Citrus Lane         |
| John R Stark                | 3205 Citrus Lane         |
| Dickey R Conduff            | 3206 Citrus Lane         |
| Walter H Vogel              | 3214 Citrus Lane         |
| Olive Hoag                  | 3222 Citrus Lane         |
| Albert J. Curtis            | 3230 Citrus Lane         |
| Richard E Moore             | 3304 South Citrus Circle |
| Douglas J Russell           | 3312 South Citrus Circle |
| Gerald Wallace, Sr.         | 3320 South Citrus Circle |
| John W Rodenbaugh           | 3328 South Citrus Circle |
| Robert A. Lipsis            | 3336 South Citrus Circle |
| Betty D Benedetto           | 3344 South Citrus Circle |
| Michael Evans               | 3406 South Citrus Circle |
| Gustaf Laine                | 3414 South Citrus Circle |
| Luz M Consuegra             | 3422 South Citrus Circle |
| William E McCuen            | 3430 South Citrus Circle |
| Sarah A. Salmons            | 3438 South Citrus Circle |
| John R. Landgrebe           | 3446 South Citrus Circle |
| Lisa Meyers                 | 3454 South Citrus Circle |
| Reta R Putnam               | 3462 South Citrus Circle |
| Rex & Gloria Strickland     | 3500 South Citrus Circle |
| U Seth Eberhardt            | 3508 South Citrus Circle |
| Richard & Margaret Collette | 3516 South Citrus Circle |
| Muriel Beedell              | 3524 South Citrus Circle |
| Russell Soderberg           | 3532 South Citrus Circle |
| Merle W Rodgers             | 3540 South Citrus Circle |
| Frank A Hagen               | 3548 South Citrus Circle |
| Roderick P. Thompson        | 3602 South Citrus Circle |
| Helen Sasse                 | 3610 South Citrus Circle |
| Francis Jackson             | 3618 South Citrus Circle |
| Stanley F Jesewitz          | 3626 South Citrus Circle |
| Helen Misner                | 3634 South Citrus Circle |
| William B Eidson            | 3642 South Citrus Circle |
| William Benke               | 3650 South Citrus Circle |
| William Purnell             | 3658 South Citrus Circle |
| Ava Frinkley Taylor         | 3666 South Citrus Circle |
| Clement & Mona Lamarche     | 3704 South Citrus Circle |
| Lawrence R. Wendell         | 3712 South Citrus Circle |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>          | <b>Service Address</b>   |
|--------------------------|--------------------------|
| Rose Lohr                | 3720 South Citrus Circle |
| Rose C. Taft             | 3728 South Citrus Circle |
| Dorothy C. Schaefer      | 3736 South Citrus Circle |
| Hernando Calderon        | 3744 South Citrus Circle |
| Dorothy Esbjorn          | 3752 South Citrus Circle |
| James C. Slay            | 3806 South Citrus Circle |
| Donald C Mitchell        | 3814 South Citrus Circle |
| Henry M. Prentice        | 3822 South Citrus Circle |
| Dennis Anderson          | 3830 South Citrus Circle |
| Helen A Pappas           | 3823 South Citrus Circle |
| Maston A. O'Neal, Jr.    | 3815 South Citrus Circle |
| Billie Jean Millhouse    | 3807 South Citrus Circle |
| Edward C. Burns          | 3745 South Citrus Circle |
| Henry D. Stevens         | 3737 South Citrus Circle |
| Donald L. Ahlberg        | 3729 south Citrus Circle |
| Leon W. Hall             | 3721 South Citrus Circle |
| Roger DeMinck            | 3713 South Citrus Circle |
| Mary Jane Holloway       | 2016 Grove Way           |
| Donald D Wertman         | 3752 Grove Circle        |
| Boyd Sanders             | 3760 Grove Circle        |
| Billie Jean Millhouse    | 3768 Grove Circle        |
| Kathryn L Corwin         | 3769 Grove Circle        |
| Eileen A Johns           | 3761 Grove Circle        |
| Carolyn Bourne           | 3753 Grove Circle        |
| Barbara Woodland         | 3745 Grove Circle        |
| Evelyn Arnold            | 3737 Grove Circle        |
| LeRoy Brown              | 3729 Grove Circle        |
| Jay T Derrick            | 3721 Grove Circle        |
| John G Hunter            | 3713 Grove Circle        |
| Joseph R Campos          | 3705 Grove Circle        |
| Harold & Jane Waller     | 3712 Grove Circle        |
| Murrel Ledford           | 3720 Grove Circle        |
| William & Shirley Pierce | 3728 Grove Circle        |
| Lee Hammons Jacob, Jr    | 3736 Grove Circle        |
| Jim & Jean Wigmore       | 2007 Grove Way           |
| Genie Moore (Burns)      | 3657 South Citrus Circle |
| Mary Jane Schilling      | 3641 South Citrus Circle |
| Dottie Klein             | 3633 South Citrus Circle |
| James M. Fox             | 3627 South Citrus Circle |
| James Glynn              | 3619 South Citrus Circle |
| Marjory M. Snodgrass     | 3611 South Citrus Circle |
| L. Jean Meyers           | 3603 South Citrus Circle |
| Donald B Vance           | 3540 Blossom Circle      |
| Maxine Benjamin          | 3548 Blossom Circle      |
| Edward A. Joseph         | 3556 Blossom Circle      |
| Robert L. Smith          | 3564 Blossom Circle      |
| Myrtle E. Hough          | 3572 Blossom Circle      |
| Katherine J. Horstmann   | 3565 Blossom Circle      |
| George Kluhsmeier        | 3557 Blossom Circle      |
| Ed Smallman              | 3549 Blossom Circle      |
| Bettie L Parkman         | 3541 Blossom Circle      |
| Ruth J McKeeby           | 3533 Blossom Way         |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>             | <b>Service Address</b>   |
|-----------------------------|--------------------------|
| Evelyn H Franks             | 3525 Blossom Circle      |
| Robert Graff                | 3517 Blossom Circle      |
| Ralph E Schram              | 3509 Blossom Circle      |
| James W McGraw              | 3500 Blossom Circle      |
| Charles S Zimheld           | 3508 Blossom Circle      |
| Carol Salellas              | 3516 Blossom Circle      |
| Barbara M Lackey            | 3524 Blossom Circle      |
| Joanne Littlehales          | 3532 Blossom Circle      |
| Doug Berryman               | 2005 Blossom Way         |
| Samuel R Wilson, Jr         | 3541 South Citrus Circle |
| Velda R Duym                | 3533 South Citrus Circle |
| Diana Burns                 | 3525 South Citrus Circle |
| Olan Cryer                  | 3517 South Citrus Circle |
| Edwin Lerner                | 3509 South Citrus Circle |
| Kathryn Gorman              | 2004 East Lake Drive     |
| Bernard J DeYoung           | 2012 East Lake Drive     |
| Elaine Lawrence             | 2020 East Lake Drive     |
| W. Bruce Mower              | 2028 East Lake Drive     |
| John J Fernandes            | 2114 East Lake Drive     |
| Charles F Dugan             | 2122 East Lake Drive     |
| Thomas Furey                | 2130 East Lake Drive     |
| John E Best                 | 2138 East Lake Drive     |
| Gloria T Magnan             | 2146 East Lake Drive     |
| Leonard Kinnison            | 3544 North Citrus Circle |
| Charles Boyd                | 2161 Nectar Circle       |
| Judith A Benedict           | 2153 Nectar Circle       |
| Howard C. Lamont, Sr.       | 2145 Nectar Circle       |
| Mary Miholancan             | 2137 Nectar Circle       |
| Roman N Chrusniak           | 2129 Nectar Circle       |
| Melvin Slagter              | 2121 Nectar Circle       |
| Deborah B. Ford             | 2113 Nectar Circle       |
| T.L. & Mary Evelyn Marriott | 2106 Nectar Circle       |
| Theodore Heller             | 2114 Nectar Circle       |
| Steven Leonard              | 2122 Nectar Circle       |
| Donald E Luoma              | 2146 Nectar Circle       |
| Walter Hawthorne            | 3602 North Citrus Circle |
| Donald Porter               | 3610 North Citrus Circle |
| Raymond Bordonaro           | 3626 North Citrus Circle |
| Edmund S Aneszko            | 3634 North Citrus Circle |
| Betty R Phipps              | 2249 Orangewood Circle   |
| Salvatore A Tascarella      | 2233 Orangewood Circle   |
| Douglas P. DeGraaf          | 2217 Orangewood Circle   |
| Lester J. Snyder            | 2209 Orangewood Circle   |
| Grace A. Zabrowski          | 2201 Orangewood Circle   |
| Wilmot E. Davis             | 2202 Orangewood Circle   |
| Frank Ernest Pettinga       | 2210 Orangewood Circle   |
| Daniel J. Stakem            | 2218 Orangewood Circle   |
| Vic C. Fitzgerald           | 2226 Orangewood Circle   |
| Carol A. Wingate            | 2234 Orangewood Circle   |
| Frederick Griffith          | 2242 Orangewood Circle   |
| Patricia A. Candee          | 2250 Orangewood Circle   |
| Gerard N Marino             | 2470 Fairbluff Road      |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>         | <b>Service Address</b> |
|-------------------------|------------------------|
| Mary Schulten           | 2462 Fairbluff Road    |
| Barbara J. Chamblin     | 2454 Fairbluff Road    |
| Roscoe D Huffmaster     | 2446 Fairbluff Road    |
| Loyd & Carrell Crowder  | 2438 Fairbluff Road    |
| Betty B Swinehart       | 2430 Fairbluff Road    |
| Glenn Wilmer Marchman   | 2422 Fairbluff Road    |
| David Fouse             | 2414 Fairbluff Road    |
| Donald Goist            | 2406 Fairbluff Road    |
| William H. Rowell       | 2405 Fairbluff Road    |
| Howard & Doris Huegel   | 2413 Fairbluff Road    |
| Shirley A Meyer         | 2421 Fairbluff Road    |
| William Hender          | 3662 Duffer Court      |
| William E. Davis, Jr    | 3654 Duffer Court      |
| Ralph M Rasmussen       | 3646 Duffer Court      |
| Ralph M. Higgins        | 3638 Duffer Court      |
| Ernest A. Kolarcik      | 3630 Duffer Court      |
| Ursula T. Bertie        | 3622 Duffer Court      |
| Reid L Cline            | 3614 Duffer Court      |
| Catherine S Williamson  | 3606 Duffer Court      |
| William D. Reed         | 3613 Duffer Court      |
| Mildred J. Cannata      | 3621 Duffer Court      |
| Gerald M Dunn           | 3629 Duffer Court      |
| Jack B Kellam           | 3637 Duffer Court      |
| Kenneth E. Kilmer       | 3645 Duffer Court      |
| Evelyn M West           | 3653 Duffer Court      |
| Rebecca Rubin           | 3661 Duffer Court      |
| Maurice H. Wessel       | 3669 Duffer Court      |
| Charles Richert         | 3409 Greenbluff Road   |
| Betty B. Smith          | 3413 Greenbluff Road   |
| Rowena L. Austin        | 3421 Greenbluff Road   |
| Paul White              | 3425 Greenbluff Road   |
| Norma Harris            | 3429 Greenbluff Road   |
| Anna Marie Noppinger    | 3433 Greenbluff Road   |
| Angela Hale             | 3437 Greenbluff Road   |
| Delphine Grey           | 3441 Greenbluff Road   |
| Lois H. Fischer         | 3445 Greenbluff Road   |
| Ronald B Munger         | 3449 Greenbluff Road   |
| Joan Steger             | 3453 Greenbluff Road   |
| Lewell L Bordonaro      | 3457 Greenbluff Road   |
| Gordon & Mabel Chapp    | 3461 Greenbluff Road   |
| John & Joyce Whidden    | 3465 Greenbluff Road   |
| Joyce Wood              | 3469 Greenbluff Road   |
| Robert D Rosenberger    | 3473 Greenbluff Road   |
| T. Everett Nicholls     | 2526 Putter Road       |
| Bob Tobin               | 2510 Putter Road       |
| James W Sedlacek        | 2502 Putter Road       |
| James & Dorothy Gillies | 2490 Putter Road       |
| George Delp             | 2482 Putter Road       |
| James R. Smith          | 2474 Putter Road       |
| Earl P Sheiman          | 2466 Putter Road       |
| Donald G Jorgensen      | 2458 Putter Road       |
| Dennis L. Snyder        | 2450 Putter Road       |



Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>                   | <b>Service Address</b>   |
|-----------------------------------|--------------------------|
| Theodore A Huber                  | 2442 Putter Road         |
| Donald Hammond c/o Alice Dietrich | 2426 Putter Road         |
| Diane Knox                        | 3311 Overlook Road       |
| Fred McCulley                     | 3319 Overlook Road       |
| Alden W Davis                     | 3327 Overlook Road       |
| Howard & Marjorie                 | 3335 Overlook Drive      |
| Loretta Hale                      | 3343 Overlook Road       |
| Paul Bunting                      | 3351 Overlook Road       |
| Eskor & Betty Laughlin            | 3359 Overlook Road       |
| Frederick A Schmidt               | 3367 Overlook Road       |
| Larry McQueen                     | 3375 Overlook Road       |
| Harry Backstrom                   | 3405 Overlook Road       |
| Howard & Marie Street             | 3413 Overlook Drive      |
| Fred W Bulow                      | 3421 Overlook Road       |
| Stanley F Gray                    | 3429 Overlook Road       |
| Jeanette Ross                     | 3430 Overlook Road       |
| Patricia Borden                   | 3422 Overlook Road       |
| Gualberto Ramos                   | 3414 Overlook Road       |
| Sammuel & Sylvia Wood             | 3406 Overlook Road       |
| J. R. Godbey                      | 3401 North Citrus Circle |
| Barbara D Dent                    | 3409 North Citrus Circle |
| Lyle Miller                       | 3417 North Citrus Circle |
| Diane D Wiltsie                   | 3425 North Citrus Circle |
| Gayle L Gulsvig                   | 3433 North Citrus Circle |
| Theresa A Fitzgibbons-Smith       | 3441 North Citrus Circle |
| Paul R Kepple                     | 3449 North Citrus Circle |
| Leo Jenness                       | 3451 North Citrus Circle |
| Frank Goodman                     | 3465 North Citrus Circle |
| Richard Lee                       | 3473 North Citrus Circle |
| Robert & Judy Peck                | 3481 North Citrus Circle |
| Robert E. Evans                   | 3489 North Citrus Circle |
| Joseph C Belleau                  | 3503 North Citrus Circle |
| Clinton H Scott                   | 3511 North Citrus Circle |
| Vickie Leddon                     | 3519 North Citrus Circle |
| Robert Pettitt                    | 3527 North Citrus Circle |
| Lee Zoekler                       | 3535 North Citrus Circle |
| Wayne F. Thul                     | 3543 North Citrus Circle |
| Catherine M Maloney               | 3601 North Citrus Circle |
| Mary Ann Rowe                     | 3609 North Citrus Circle |
| Emil J Stavana                    | 3617 North Citrus Circle |
| Brian & Betsy Trinder             | 3625 North Citrus Circle |
| Paul Schoensee                    | 3633 North Citrus Circle |
| Richard W. McCormick              | 3641 North Citrus Circle |
| Virginia Arent                    | 3649 North Citrus Circle |
| Kenneth Stroup                    | 3657 North Citrus Circle |
| Janet V Janessa                   | 3376 Overlook Road       |
| Carol Reed                        | 3368 Overlook Road       |
| Sharon A. Thompson                | 3360 Overlook Road       |
| Gary Faas                         | 3352 Overlook Road       |
| Jewell Lamb                       | 3336 Overlook Road       |
| Roy W Carlson                     | 3328 Overlook Road       |
| James A. Fox                      | 3312 Overlook Road       |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>           | <b>Service Address</b>   |
|---------------------------|--------------------------|
| Thelma Dinkle             | 3304 Overlook Road       |
| Eleanor G Stitt           | 3305 North Citrus Circle |
| Robert Pike               | 3313 North Citrus Circle |
| Jack Hays                 | 3321 North Citrus Circle |
| Diane Childers            | 3329 North Citrus Circle |
| Arnold A. Skarjune        | 3337 North Citrus Circle |
| Carmen S. Ruiz-Diaz       | 3345 North Citrus Circle |
| Frank Honaker             | 3346 North Citrus Circle |
| Anne M. Runyan            | 3338 North Citrus Circle |
| Lena P. Remy              | 3322 North Citrus Circle |
| Karl & Hazel Marie Wegner | 3314 North Citrus Circle |
| John P. Anderson, Trust   | 3306 North Citrus Circle |
| Max H Warren              | 2356 South Citrus Circle |
| Patricia Perlaky          | 2340 South Citrus Circle |
| Anthony Diorio            | 2324 South Citrus Circle |
| Clayton O. Kelty          | 2316 South Citrus Circle |
| Ruth F Johnson            | 3301 Evergreen Road      |
| William E Boucher         | 3309 Evergreen Road      |
| Sandy Haslam              | 3317 Evergreen Road      |
| Thelma M Caldwell         | 3325 Evergreen Road      |
| Bruce Wilson Cutshall     | 3333 Evergreen Road      |
| William S. Redman, Sr     | 3341 Evergreen Road      |
| Kenneth C Sommerfield     | 3349 Evergreen Road      |
| John D. Nelson            | 3357 Evergreen Road      |
| Donald C Myers            | 3365 Evergreen Road      |
| George C Rose             | 3373 Evergreen Road      |
| Margaret V Bevier         | 3381 Evergreen Road      |
| Dudley T Ricker           | 3389 Evergreen Road      |
| Larry W Horton            | 3382 Evergreen Road      |
| Lawrence Patten           | 3374 Evergreen Road      |
| Jeanette B Siefker        | 3366 Evergreen Road      |
| Peter M Adinovich         | 3358 Evergreen Road      |
| Walter E Hunter           | 3342 Evergreen Road      |
| Vivian S. Zarick          | 2236 Evergreen Circle    |
| Charles Steines           | 2220 Evergreen Circle    |
| Clayton Youngs            | 2212 Evergreen Circle    |
| Richard A Roney           | 2204 Evergreen Circle    |
| Marilyn Beehler           | 2203 Evergreen Circle    |
| Margaret Seymour          | 2211 Evergreen Circle    |
| Don R Hartman             | 2219 Evergreen Circle    |
| Henry Paul Wheeler        | 2227 Evergreen Circle    |
| Joseph McCarthy           | 2235 Evergreen Circle    |
| Maurice Beardslee         | 2243 Evergreen Circle    |
| Armand DeSantis           | 3318 Evergreen Road      |
| Bonnie L Kiesewetter      | 3302 Evergreen Road      |
| Alice Gardner             | 2230 South Citrus Circle |
| Jeanne Bakkum             | 2222 South Citrus Circle |
| Carol Kindred             | 2214 South Citrus Circle |
| Joseph D. Mareci          | 2206 South Citrus Circle |
| William E. Davis          | 2142 South Citrus Circle |
| Bernice Kelley            | 2136 South Citrus Circle |
| Yvonne Lovern             | 2128 South Citrus Circle |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>           | <b>Service Address</b>   |
|---------------------------|--------------------------|
| Walter Pollard            | 2120 South Citrus Circle |
| Doris Pfeiffer            | 2112 South Citrus Circle |
| John & Ima Cook           | 2026 South Citrus Circle |
| Carl E Judas Trust        | 2018 South Citrus Circle |
| Claude F. Moore           | 2010 South Citrus Circle |
| Leonard J Bellanca        | 2002 South Citrus Circle |
| Hermine Jaffe             | 3314 South Citrus Circle |
| Richard L. Ferris         | 3319 South Citrus Circle |
| Doris Fitzherbert         | 3327 South Citrus Circle |
| Lyle Q Shaw               | 3335 South Citrus Circle |
| Wesley Jones              | 3405 South Citrus Circle |
| John Justice              | 3413 South Citrus Circle |
| Mali Rogers               | 3421 South Citrus Circle |
| Ray Borgman               | 3429 South Citrus Circle |
| Chris Opsahl              | 3458 Wax Myrtle Circle   |
| Robert R Proulx           | 3450 Wax Myrtle Circle   |
| Clifford Sexton           | 3442 Wax Myrtle Circle   |
| Cornelius Rackley         | 3434 Wax Myrtle Circle   |
| Billy V Lawrence, Sr      | 3426 Wax Myrtle Circle   |
| Doris J Hershberger       | 3418 Wax Myrtle Circle   |
| James & Carolyn Pierson   | 3410 Wax Myrtle Circle   |
| Ralph F Getty             | 3402 Wax Myrtle Circle   |
| Richard Harvey            | 3401 Wax Myrtle Circle   |
| Gunsten Skomedal          | 3409 Wax Myrtle Circle   |
| Edward Starke             | 3417 Wax Myrtle Circle   |
| Joseph A Hughes           | 3425 Wax Myrtle Circle   |
| Vivian L Lilley           | 3433 Wax Myrtle Circle   |
| Cordail M Finley          | 3441 Wax Myrtle Circle   |
| Phillip Jaeger            | 3449 Wax Myrtle Circle   |
| Edward & Martha Manwaring | 3457 Wax Myrtle Drive    |
| Ann McCormick             | 2125 Wax Myrtle Drive    |
| Donald Millard            | 2141 Wax Myrtle Drive    |
| Dean & June Wood          | 2149 Wax Myrtle Drive    |
| James E Davis             | 2157 Wax Myrtle Drive    |
| William L Eschwei         | 2156 Wax Myrtle Drive    |
| Judith E Brown            | 2148 Wax Myrtle Drive    |
| Margaret H. Konefke       | 2140 Wax Myrtle Drive    |
| Dimas Rivera              | 2132 Wax Myrtle Drive    |
| David R. Hedus            | 2124 Wax Myrtle Drive    |
| Beverly B Kramer          | 2116 Wax Myrtle Drive    |
| Lawrence R Brown          | 2108 Wax Myrtle Drive    |
| Stanley Brady             | 2100 Wax Myrtle Drive    |
| Gaylon Black              | 2030 Wax Myrtle Drive    |
| Ella Mae Anderson         | 2022 Wax Myrtle Drive    |
| Helen Heiney              | 2014 Wax Myrtle Drive    |
| Diane Schafer             | 2006 Wax Myrtle Drive    |
| Richard Patterson         | 2003 East Lake Drive     |
| Donald L Gibbs            | 2011 East Lake Drive     |
| Jack R Morrill            | 2019 East Lake Drive     |
| Sue Carol Chornobay       | 2027 East Lake Drive     |
| Donna Falkingham          | 2035 East Lake Drive     |
| Joseph Famularo           | 2105 East Lake Drive     |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>           | <b>Service Address</b>   |
|---------------------------|--------------------------|
| Wilbur T Woodland         | 2113 East Lake Drive     |
| Martin J. Schmidt         | 2121 East Lake Drive     |
| Pauline V. Privett        | 2129 East Lake Drive     |
| Harvey L Libby            | 3528 North Citrus Circle |
| Ed Craren                 | 3520 North Citrus Circle |
| Elizabeth (Betty) Martin  | 3512 North Citrus Circle |
| Gilbert M. Weede          | 3504 North Citrus Circle |
| Donald Leroy Segassie, St | 3453 Banberry Circle     |
| Louise R Yancey           | 3461 Banberry Circle     |
| William Edward Underwood  | 3469 Banberry Circle     |
| James Channell            | 3477 Banberry Circle     |
| Anna Kennedy              | 3470 Banberry Circle     |
| Raymond L. Wheeler        | 3462 Banberry Circle     |
| Donald T Youngs           | 3454 Banberry Circle     |
| Gloria Dickinson          | 3446 Banberry Circle     |
| Flora Tucci               | 3438 Banberry Circle     |
| Lacy Farmer               | 3430 Banberry Circle     |
| W Haas Wittig             | 3422 Banberry Circle     |
| Keith D. Nolte            | 3414 Banberry Circle     |
| Robert Smart              | 3413 Banberry Circle     |
| Mary Rozoto               | 3421 Banberry Circle     |
| Michael Shewchuk          | 3429 Banberry Circle     |
| John Novak, Jr            | 3437 Banberry Circle     |
| Robert S Plummer          | 3490 North Citrus Circle |
| Earl F Miller             | 3482 North Citrus Circle |
| Julie Fitzgerald          | 3474 North Citrus Circle |
| Sam M Ko                  | 3466 North Citrus Circle |
| Catherine A Ricevuto      | 3458 North Citrus Circle |
| Eva L Adkins              | 3450 North Citrus Circle |
| William Davis             | 3442 North Citrus Circle |
| Belle P. Crawford         | 3434 North Citrus Circle |
| Sophia J Czinkota         | 3418 North Citrus Circle |
| Joyce B. Lamun            | 3410 North Citrus Circle |
| Carol Tapia               | 3402 North Citrus Circle |
| Cecile Y Roy              | 3403 Button Bush Drive   |
| Frances N. Horn           | 3411 Button Bush Drive   |
| Robert R Rutan            | 3419 Button Bush Drive   |
| Myron W Weber             | 3427 Button Bush Drive   |
| Herman C Sehlmeier        | 3435 Button Bush Drive   |
| Crosby Price, Jr          | 3443 Button Bush Drive   |
| Richard L McLellan        | 3436 Button Bush Drive   |
| Charles W Schuetter       | 3428 Button Bush Drive   |
| Catherine Davis           | 3420 Button Bush Drive   |
| Janice Hamlin             | 3412 Button Bush Drive   |
| John Borrelli             | 3404 Button Bush Drive   |
| Harvey J. Leroy           | 3332 Button Bush Drive   |
| Richard Verdu             | 3326 Button Bush Drive   |
| Robert W Mahland          | 3318 Button Bush Drive   |
| Albert O Delmontagne      | 3310 Button Bush Drive   |
| Jean Potter               | 3302 Button Bush Drive   |
| Robert G Cartwright       | 3309 Button Bush Drive   |
| John Scheidt              | 3317 Button Bush Drive   |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>        | <b>Service Address</b>     |
|------------------------|----------------------------|
| Margaret Peterson      | 3325 Button Bush Drive     |
| Edward D. Taubensee    | 2600 Lake Grassmere Circle |
| Shirley E. Sanborn     | 2604 Lake Grassmere Circle |
| Philip W Duff          | 2608 Lake Grassmere Circle |
| Arthur L Manning       | 2612 Lake Grassmere Circle |
| Michael R. Custer      | 2616 Lake Grassmere Circle |
| Rupert & Laura McMann  | 2620 Lake Grassmere Circle |
| Vincent Amore          | 2624 Lake Grassmere Circle |
| Edris M Wiese          | 2632 Lake Grassmere Circle |
| Margaret Monk          | 2636 Lake Grassmere Circle |
| Michael & Judith Preim | 2640 Lake Grassmere Circle |
| Salvatore Indorato     | 2644 Lake Grassmere Circle |
| Samuel Holland         | 2652 Lake Grassmere Circle |
| Archie & Wilma         | 2656 Lake Grassmere Circle |
| Gerard Wilberding      | 2660 Lake Grassmere Circle |
| Christina Shepard      | 2664 Lake Grassmere Circle |
| Howard Mickle          | 2668 Lake Grassmere Circle |
| Leland C. Berg         | 2672 Lake Grassmere Circle |
| Richard Dowsland       | 2800 Hortree Court         |
| Varallo Family Trust   | 2804 Hortree Court         |
| Robert O. Donovan      | 2805 Hortree Court         |
| David Chivis           | 2801 Hortree Court         |
| Kenneth & Carole McGee | 2684 Lake Grassmere Circle |
| Herbert Pittrof        | 2688 Lake Grassmere Circle |
| Guy E. Nuss            | 2696 Lake Grassmere Circle |
| W. E. Lassiter         | 2702 Lake Grassmere Circle |
| Virgil E Boetcher      | 2706 Lake Grassmere Circle |
| John F. Ortwein        | 2710 Lake Grassmere Circle |
| Harold Maples          | 2714 Lake Grassmere Circle |
| Robert L. Ferguson     | 2718 Lake Grassmere Circle |
| George Kling           | 2722 Lake Grassmere Circle |
| Ronald & Judy Bailes   | 2726 Lake Grassmere Circle |
| Eugene M. Hodges       | 4145 Greenbluff Road       |
| Olive M. Crum          | 4141 Greenbluff Road       |
| Darla Thompson         | 4200 Medalist Court        |
| Elzie J. Foster        | 4204 Medalist Court        |
| Gordon Willett         | 4208 Medalist Court        |
| Richard J Bennett      | 4209 Medalist Court        |
| Harold Anderson        | 4205 Medalist Court        |
| Willard Conrad         | 4133 Greenbluff Road       |
| Arthur J Towle         | 4129 Greenbluff Road       |
| Anthony Unetich        | 4121 Greenbluff Road       |
| Joseph H. Brinkman     | 2001 Live Oak Lane         |
| Kathleen Wells         | 2009 Live Oak Lane         |
| Jeffery W Matthews     | 2017 Live Oak Lane         |
| William Fecht          | 2025 Live Oak Lane         |
| John Rankin            | 2033 Live Oak Lane         |
| Roger B Arbaugh        | 2141 Oak Lane              |
| Louis J Reilley        | 2133 Oak Lane              |
| Marion Dunn            | 2125 Oak Lane              |
| Roy & Barbara Santspre | 2117 Oak Lane              |
| Dolores McCaulley      | 2109 Oak Lane              |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>                   | <b>Service Address</b>      |
|-----------------------------------|-----------------------------|
| Janet Preedom                     | 2101 Oak Lane               |
| Roy Meckelberg                    | 2102 Oak Lane               |
| Erma Pulsing                      | 2110 Oak Lane               |
| Ruth Stansbury                    | 2118 Oak Lane               |
| Elinore C Lee                     | 2126 Oak Lane               |
| Eva Srebalus                      | 2134 Oak Lane               |
| William I. McFaul                 | 2142 Oak Lane               |
| Louise Couter                     | 3665 North Citrus Circle    |
| Crosby Price                      | 3673 North Citrus Circle    |
| Kathryn Musselwhite               | 3681 North Citrus Circle    |
| Gerald Smith                      | 3689 North Citrus Circle    |
| Aida Torres-Gilardi               | 3666 North Citrus Circle    |
| Robert & Margaret Bible           | 3674 North Citrus Circle    |
| The Keener Family Trust           | 3682 North Citrus Circle    |
| Evelyn R. Hines                   | 3618 North Citrus Circle    |
| Wilfred Jacobsen                  | 2309 Cayman Circle          |
| Robert Barrett                    | 2317 Cayman Circle          |
| Jerome D Lambert                  | 2325 Cayman Circle          |
| Stephen E. Sharpe                 | 2333 Cayman Circle          |
| Vernon A. Hazzard                 | 2341 Cayman Circle          |
| Uldine Keller                     | 2349 Cayman Circle          |
| Barbara J. Myers                  | 2357 Cayman Circle          |
| Virginia L. Viscusi               | 2365 Cayman Circle          |
| John C. Ryfun                     | 2373 Cayman Circle          |
| Edward L Buckner                  | 2381 Cayman Circle          |
| William T. Nolan                  | 2559 Cayman Circle          |
| Carl E. Willis                    | 2575 Cayman Circle          |
| Enid W. Brown                     | 2591 Cayman Circle          |
| Paul H Frauen                     | 2633 Caymen Circle          |
| John D Luster                     | 2641 Cayman Circle          |
| Marion A. Watts                   | 2649 Cayman Circle          |
| Joseph R. Cote                    | 2657 Cayman Circle          |
| Firman H. Fruit                   | 2665 Cayman Circle          |
| Sam F. Bonacci                    | 2673 Cayman Circle          |
| Thomas Caldwell                   | 2681 Cayman Circle          |
| Emmett A Blodgett                 | 2687 Cayman Circle          |
| Richard & Judith Wright           | 2693 Cayman Circle          |
| Richard Henderson                 | 2699 Cayman Circle          |
| Donald G. Brennaman               | 3700 North Citrus Cir.      |
| Michael Graham                    | 2596 Lake Grassmere Circle  |
| Robert H. Brocksopp               | 2742 Lake Grassmere Circle  |
| Barbara Anderson                  | 2803 Myrtle Oak Lane        |
| Donald & Mary Enga                | 2827 Myrtle Oak Lane        |
| Thomas W Ferrill                  | 2847 Myrtle Oak Lane        |
| Banbury Village Association, Inc. | Banbury Village             |
| Zellwood Station Community Assn   | Depot                       |
| Zellwood Station Community Assn   | Spillman Drive Irrigation   |
| Zellwood Station Community Assn   | Lake Cohen Gazebo Irrigatin |
| Zellwood Station Community Assn   | WoodShop                    |
| Zellwood Station Co-op            | Clubhouse                   |
| Zellwood Station Co-op            | Clubhouse Irrigation        |
| Zellwood Station Co-op            | Maintenance Barn            |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>                      | <b>Service Address</b>       |
|--------------------------------------|------------------------------|
| Zellwood Station Co-op               | Meditation Center Irrigation |
| Zellwood Station Co-op               | Rolling Hills Post Office    |
| Zellwood Station Co-op               | Teak Post Office             |
| Zellwood Station Co-op               | White House                  |
| Zellwood Station Co-op               | White House Irrigation       |
| Citrus Ridge Village Association     | Citrus Ridge Village         |
| Zellwood Station Golf & Country Club | Water Fountain at hole 8     |
| Zellwood Station Golf & Country Club | Water Fountain at hole 15    |
| Zellwood Station Golf & Country Club | Golf Course Irrigation       |
| Zellwood Station Golf & Country Club | Jockey Pump                  |
| Zellwood Station Golf & Country Club | Restroom at hole 5           |
| Zellwood Station Golf & Country Club | Restroom at hole 12          |
| Rolling Hills Community Church       | 4407 US Highway 441          |
| Zellwood Station Utility             | Water Treatment Plant        |
| Zellwood Station Utility             | Sewer Treatment Plant        |

**AFFIDAVIT OF ZELLWOOD STATION CO-OP, INC.  
RETAIL CUSTOMER SERVICE LIST**

I John G. Hunter, the President of

Zellwood Station Co-Op, Inc. (the "Utility"), having been duly sworn, state the following in support of the Dual Application for Partial Transfer to Governmental Authority and For Transfer of Wastewater Certificate No. 518S and Water Certificate No. 602W submitted for filing on July 24, 2003 by it with the Florida Public Service Commission:

1. The list attached hereto as Exhibit "A" is a true and accurate list of all current retail water and wastewater customers of the Utility ("Retail Customers").
  
2. The Retail Customers are the only retail water and wastewater customers of the Utility and as such, upon the closing of the sale of the Utility's water and wastewater treatment plants to Orange County and the transfer the remaining water distribution and wastewater collection system and associated equipment from the Utility to Zellwood Station Community Association, Inc. (the "Association"), the Retail Customers are the only customers to be transferred by the Utility to the Association for future retail water and wastewater service.

Signature: John G. Hunter

Print Name: John G. Hunter



STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 11 day of  
Sept., 2003, by JOHN A. HUNTER.



Carol D. Fouse  
Commission # CG 876889  
Expires Oct. 31, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc

AFFIX NOTARY STAMP

Carol D. Fouse  
Signature of Notary Public

CAROL D Fouse  
(Print Notary Name)

My Commission Expires: 10/31/03

Commission No.: \_\_\_\_\_

Personally known, or

Produced Identification

Type of Identification Produced

**EXHIBIT "A"**

**ZELLWOOD STATION CO-OP, INC. RETAIL CUSTOMER LIST**

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>          | <b>Service Address</b> |
|--------------------------|------------------------|
| Salvatore Marrocco       | 2041 Live Oak Lane     |
| Grace E Tilney           | 2049 Live Oak Lane     |
| Betty Jean DeMinck       | 2057 Live Oak Lane     |
| Neil F Gillis            | 2065 Live Oak Lane     |
| Lawrence Halter          | 2073 Live Oak Lane     |
| Richard J Bischof        | 2074 Live Oak Lane     |
| Margaret M. Mahon        | 2066 Live Oak Lane     |
| Nellie Conklin           | 2058 Live Oak Lane     |
| Hazel J Martin           | 2050 Live Oak Lane     |
| Eleanor M Bartels        | 2042 Live Oak Lane     |
| John Baker               | 2034 Live Oak Lane     |
| Helen Case               | 2026 Live Oak Lane     |
| Sylvia B. Fuller         | 2018 Live Oak Lane     |
| James Brown              | 2002 Live Oak Lane     |
| Thomas M. Reilley        | 4125 Oak Grove Drive   |
| Patricia E Munro         | 4133 Oak Grove Drive   |
| Doris & Reginald Greiner | 4141 Oak Grove Drive   |
| Mary A Black             | 4149 Oak Grove Drive   |
| Grace E. MacMichael      | 2003 White Oak Lane    |
| Robert M. Maxwell        | 2011 White Oak Lane    |
| Anna Mancuso             | 2019 White Oak Lane    |
| Lenone Gordon            | 2027 White Oak Lane    |
| Paul Steiner             | 2035 White Oak Lane    |
| Gene Landgrebe           | 2043 White Oak Lane    |
| Larry Pomeroy            | 2044 White Oak Lane    |
| Esther C. Doherty        | 2036 White Oak Lane    |
| Millie C. Genco          | 2028 White Oak Lane    |
| Robert P. Snider         | 2020 White Oak Lane    |
| Bill Dunham              | 4203 Oak Grove Drive   |
| Gene Landgrebe           | 4211 Oak Grove Drive   |
| Sarah Stewart            | 4219 Oak Grove Drive   |
| Wilbur L Mace            | 4227 Oak Grove Drive   |
| Fred Carr                | 4235 Oak Grove Drive   |
| Eleanor G Austin         | 4243 Oak Grove Drive   |
| A. Laura Quinlan         | 4251 Oak Grove Drive   |
| John Hubbard             | 4259 Oak Grove Drive   |
| Harry E. Morrow          | 4277 Oak Grove Drive   |
| Emily K. Lane            | 2003 Oak Grove Drive   |
| Marion Scalise           | 2011 Oak Grove Drive   |
| Gail I. Long             | 2027 Oak Grove Drive   |
| Paul & Joan Wallace      | 2035 Oak Grove Drive   |
| Chester A Florence       | 2043 Oak Grove Drive   |
| Ralph Hedus              | 2024 Water Oak Circle  |
| Wallace W. McLaughlin    | 2016 Water Oak Circle  |
| Charlotte Mae Gear       | 2008 Water Oak Circle  |
| Lawrence Harney          | 2007 Water Oak Circle  |
| Jerry Royce              | 2015 Water Oak Circle  |
| Joni Wilson              | 2023 Water Oak Circle  |
| Donald Flippen           | 4310 Water Oak Lane    |
| Jane E. Gosnell          | 4302 Water Oak Lane    |
| John A. Hickman          | 4301 Water Oak Lane    |
| Harold Anderson          | 4309 Water Oak Lane    |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>               | <b>Service Address</b> |
|-------------------------------|------------------------|
| James T. Kielbasa             | 4317 Water Oak Lane    |
| Jerry Hazelwood               | 4325 Water Oak Lane    |
| Donald Cooper                 | 2105 Oak Grove Drive   |
| William A. Peters             | 2113 Oak Grove Drive   |
| William E Davis, Jr.          | 2121 Oak Grove Drive   |
| Laura S. McClain              | 2129 Oak Grove Drive   |
| Janice Matchett               | 4344 Black Oak Lane    |
| Vernon R. Manes               | 4336 Black Oak Lane    |
| Ronald M. Garner              | 4328 Black Oak Lane    |
| Nathaniel & Patricia Portinga | 4320 Black Oak Lane    |
| Earl Brewer                   | 4312 Black Oak Lane    |
| Carlos Goodson                | 4304 Black Oak Lane    |
| Gladys Reagan                 | 4303 Black Oak Lane    |
| Joseph Kaider                 | 4311 Black Oak Lane    |
| Elizabeth Burgess             | 4319 Black Oak Lane    |
| Richard A Buck                | 4327 Black Oak Lane    |
| David Weiner                  | 4335 Black Oak Lane    |
| William Matetich              | 4343 Black Oak Lane    |
| Thomas E. Grether             | 4351 Black Oak Lane    |
| Marguerite Traphagen          | 2145 Oak Grove Drive   |
| William G O' Callaghan        | 2153 Oak Grove Drive   |
| Yvette C. Savage              | 2162 Oak Grove Drive   |
| Yvette L Cote                 | 2154 Oak Grove Drive   |
| Jean Marie Gibser             | 2146 Oak Grove Drive   |
| Charles W Arterbury           | 2138 Oak Grove Drive   |
| Anthony L Merenda             | 2130 Oak Grove Drive   |
| John A. Verba                 | 2122 Oak Grove Drive   |
| Evelyn McQueen                | 2114 Oak Grove Drive   |
| Burton W. Bowen               | 2106 Oak Grove Drive   |
| Thomas D Lennon, Sr.          | 2052 Oak Grove Drive   |
| Charles J. Hardt, Sr.         | 2044 Oak Grove Drive   |
| Francis E & Sally Thomm       | 2036 Oak Grove Drive   |
| Michael Rossum                | 2028 Oak Grove Drive   |
| George & Sharon Rankens       | 2020 Oak Grove Circle  |
| Robert Wenzel                 | 2012 Oak Grove Drive   |
| Betty J Stallings             | 2004 Oak Grove Drive   |
| Angelo Pellegatto             | 4272 Oak Grove Drive   |
| Clement Lamarche              | 4268 Oak Grove Drive   |
| George L Szoke                | 4260 Oak Grove Drive   |
| Howard Higgins                | 4252 Oak Grove Drive   |
| Salvatore A Tascarella        | 4244 Oak Grove Drive   |
| Harry E Johnson               | 4236 Oak Grove Drive   |
| John P Kelly                  | 4212 Oak Grove Drive   |
| Velma Doerner                 | 4204 Oak Grove Drive   |
| Michael G. Black              | 4166 Oak Grove Drive   |
| Edd A. Rhodes                 | 4158 Oak Grove Drive   |
| Elli J. Lipka                 | 4150 Oak Grove Drive   |
| Royal Gardner                 | 4142 Oak Grove Drive   |
| Dennis M Callen               | 4134 Oak Grove Drive   |
| Clement Lamarche              | 4126 Oak Grove Drive   |
| Beth Schnell                  | 4118 Oak Grove Drive   |
| Bob Williams                  | 4110 Oak Grove Drive   |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>           | <b>Service Address</b>   |
|---------------------------|--------------------------|
| Elizabeth Braustein       | 4102 Oak Grove Drive     |
| Blanche MacBeth           | 4406 Red Oak Lane        |
| Albert Bogie              | 4414 Red Oak Lane        |
| Walter Wachowski          | 4422 Red Oak Lane        |
| Mary Ann Mendenhall       | 4430 Red Oak Lane        |
| James F. Brown, Jr.       | 4438 Red Oak Lane        |
| Leonard P Starts          | 4446 Red Oak Lane        |
| James E Hill              | 4454 Red Oak Lane        |
| Walter Prosek             | 4462 Red Oak Lane        |
| E. Joyce Barton           | 4470 Red Oak Lane        |
| John S. Brinze            | 4478 Red Oak Lane        |
| James Fontana             | 4486 Red Oak Lane        |
| Clyde Kullman             | 4477 Red Oak Lane        |
| Joan R Scoltock           | 4469 Red Oak Lane        |
| Zenie A. Palmer           | 4461 Red Oak Lane        |
| Henry L Bateman           | 4453 Red Oak Lane        |
| Howard M. Terry           | 4445 Red Oak Lane        |
| William J. McLeod, P.A.   | 4437 Red Oak Lane        |
| Jane W Kemnitz            | 4429 Red Oak Lane        |
| George C. Stewart         | 4421 Red Oak Lane        |
| Marjorie Gelfke           | 4413 Red Oak Lane        |
| Donald J Carter           | 4405 Red Oak Lane        |
| Gay P Johnson             | 4407 Canopy Circle       |
| Leon A Tubbs              | 4415 Canopy Circle       |
| Thomas B Krueger          | 4423 Canopy Circle       |
| William E. Davis, Jr.     | 2167 Canopy Circle       |
| Celeste W. Weaver         | 2159 Canopy Circle       |
| Walter L. Stanley         | 2151 Canopy Circle       |
| Louise A Wilson           | 2135 Canopy Circle       |
| James & Gwendolyn Herbert | 2127 Canopy Circle       |
| June E. Ward              | 2111 Canopy Circle       |
| Carl F. Ahlstrom          | 2009 Canopy Circle       |
| David G Price             | 2001 Canopy Circle       |
| Mark Kreitzinger          | 2116 Spillman Drive      |
| Robert L Lyons            | 2122 Spillman Drive      |
| Wayne & Lynn Morgan       | 2000 Canopy Circle       |
| Simone H. Kaness          | 2008 Canopy Circle       |
| Roselyn S. Potter         | 2016 Canopy Circle       |
| William H. Williams       | 2024 Canopy Circle       |
| Harold P. Sbrocco         | 2032 Canopy Circle       |
| Lorraine DeBuhr           | 2040 Canopy Circle       |
| Ellen M. Holt             | 2102 Canopy Circle       |
| Vonnie Jusseaume          | 2110 Canopy Circle       |
| C. Bradley Lynch          | 2118 Canopy Circle       |
| Anna Mae Sefton           | 2126 Canopy Circle       |
| Cheryl Wakefield          | 2134 Canopy Circle       |
| John & Debbie Shaw        | 2142 Canopy Circle       |
| Frankie Keil              | 2150 Canopy Circle       |
| Anna Rowcliffe            | 2158 Canopy Circle       |
| Frank Alfano              | 4063 North Citrus Circle |
| Irene & Benjamin Costello | 4055 North Citrus Circle |
| Bernard Kleiman           | 4039 North Citrus Circle |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>                   | <b>Service Address</b>   |
|-----------------------------------|--------------------------|
| Rudolph Broeker                   | 4031 North Citrus Circle |
| B. Kenneth Johnson                | 4023 North Citrus Circle |
| Donald Haischer                   | 4015 North Citrus Circle |
| Ronald R Lewis                    | 4007 North Citrus Circle |
| James Deak                        | 3977 North Citrus Circle |
| Donald Castello                   | 3945 North Citrus Circle |
| Shirley A. Scruggs                | 3929 North Citrus Circle |
| Jack A Finley                     | 3921 North Citrus Circle |
| Doris Nestor                      | 3913 North Citrus Circle |
| Mary H. Strasser                  | 3905 North Citrus Circle |
| Billy M. Estep                    | 3851 North Citrus Circle |
| Marion O'Neill                    | 3911 Diamond Oak Way     |
| Jean M. Bradley                   | 3903 Diamond Oak Way     |
| Charles H. Goertz                 | 3889 Diamond Oak Way     |
| Nancy Evans                       | 3881 Diamond Oak Way     |
| John C. Brigantino                | 3873 Diamond Oak Way     |
| Robert J. Smith                   | 3865 Diamond Oak Way     |
| Frederick J. Bottcher             | 3857 Diamond Oak Way     |
| Paul F. Swenk                     | 3849 Diamond Oak Way     |
| William L. Nofsinger              | 3841 Diamond Oak Way     |
| Charles R Cassetta                | 3833 Diamond Oak Way     |
| Grace E. Pease                    | 3825 Diamond Oak Way     |
| Thomas D Shane                    | 3817 Diamond Oak Way     |
| Frederick Bauby                   | 3809 Diamond Oak Way     |
| Elmer L. Goins                    | 3801 Diamond Oak Way     |
| Betty C. Snook-Cox                | 3793 Diamond Oak Way     |
| Rondal Duckworth                  | 3785 Diamond Oak Way     |
| Lavon E. Miller                   | 3777 Diamond Oak Way     |
| Ruth Davis                        | 3769 Diamond Oak Way     |
| W. R. Kemp                        | 3761 Diamond Oak Way     |
| Robert H. Mahaffey                | 3753 Diamond Oak Way     |
| Evelyn L. Platt                   | 3745 Diamond Oak Way     |
| Ruth J. Smith                     | 3737 Diamond Oak Way     |
| Marion J. French, II              | 3729 Diamond Oak Way     |
| Marie H. Smith                    | 3721 Diamond Oak Way     |
| Cory S. Hodges & Virginia Hoffman | 3713 Diamond Oak Way     |
| Dale E. Speelman                  | 3705 Diamond Oak Way     |
| Carroll R & Donna Harris          | 3717 North Citrus Circle |
| Rebecca Cartwright                | 3741 North Citrus Circle |
| Brad Bagley                       | 3757 North Citrus Circle |
| Maxine W Johnson                  | 3765 North Citrus Circle |
| Hazel M. Kintzel                  | 3773 North Citrus Circle |
| Thelma L Barnes                   | 3781 North Citrus Circle |
| Tom & Ella Mae Graham             | 3803 North Citrus Circle |
| Ralph E Turner                    | 3811 North Citrus Circle |
| John E. Williams                  | 3819 North Citrus Circle |
| William Demore                    | 3825 North Citrus Circle |
| Joseph D Dean                     | 3904 Diamond Oak Way     |
| Delores Walbaum                   | 2572 Amyris Court        |
| Frank Shearer                     | 2564 Amyris Court        |
| Joan E. King                      | 2556 Amyris Court        |
| Robert E. Lee                     | 2548 Amyris Court        |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>               | <b>Service Address</b> |
|-------------------------------|------------------------|
| Richard Keith                 | 2540 Amyris Court      |
| John C. Clancy                | 2532 Amyris Circle     |
| Roger L & Alice M Main        | 2524 Amyris Court      |
| Melvin Walter                 | 2516 Amyris Court      |
| James A. Ronco                | 2508 Amyris Court      |
| Louis R. Payne                | 2500 Amyris Court      |
| Robert J. Meszaros            | 2501 Amyris Court      |
| Frederick M. Wilson           | 2509 Amyris Court      |
| Robert & Sally Esters, III    | 2517 Amyris Court      |
| John Morman                   | 2525 Amyris Court      |
| Ruth Ann Zarling              | 2533 Amyris Court      |
| Nikolaus Schuster             | 2541 Amyris Court      |
| Dorothy Kale                  | 2549 Amyris Court      |
| Bruce M. O'Dell               | 2557 Amyris Court      |
| Stuart Ennis                  | 2579 Amyris Court      |
| Barbara Blenden               | 3882 Diamond Oak Way   |
| George M. & Joan M. Chevalier | 3874 Diamond Oak Way   |
| Mary Guthrie Parker           | 3866 Diamond Oak Way   |
| Evan W. Scott, Jr.            | 3858 Diamond Oak Way   |
| Sheldon Symington             | 3842 Diamond Oak Way   |
| Betty Jean DeMinck            | 3834 Diamond Oak Way   |
| Paula D. Fitzpatrick          | 3826 Diamond Oak Way   |
| John D Crawford               | 2560 Teak Court        |
| John & Joan Blidy             | 3802 Diamond Oak Way   |
| Joe C. Willis                 | 3794 Diamond Oak Way   |
| Lois Gissinger                | 3786 Diamond Oak Way   |
| Kenneth & Daisy Strock        | 3768 Diamond Oak Way   |
| Marion Janis                  | 3762 Diamond Oak Way   |
| Dennis A. Hites               | 3754 Diamond Oak Way   |
| Ruth W. Chandler              | 3746 Diamond Oak Way   |
| Bernard Dimiceli              | 3738 Diamond Oak Way   |
| Chester Pokusa                | 2307 Loveplum Court    |
| Kelley Vine                   | 2315 Love Plum Court   |
| James Long                    | 2323 Love Plum Court   |
| Mildred L. Hawkey             | 2331 Loveplum Court    |
| Albert R Freeman              | 2339 Loveplum Court    |
| Bert M Chance                 | 2338 Loveplum Court    |
| Neva J. Douglass              | 2330 Loveplum Court    |
| Darrell Meinke                | 2322 Love Plum Court   |
| Fred E Frazier                | 2314 Loveplum Court    |
| Herbert V. Brown              | 2306 Loveplum Court    |
| Damian Lagennusa              | 3743 Olax Court        |
| Richard F. Longtin            | 3801 Olax Court        |
| Elaine R. Ellison             | 3809 Olax Court        |
| Harmon E. Pletzer             | 3833 Olax Court        |
| Donald L. Wilder              | 3841 Olax Court        |
| Gloria M. Stokes              | 3842 Olax Court        |
| Richard A Wilson              | 3834 Olax Court        |
| Jim Wilhelm                   | 3826 Olax Court        |
| Thomas Shea                   | 3818 Olax Court        |
| Charles M Story Living Trust  | 3810 Olax Court        |
| Joseph Hack, Jr               | 3802 Olax Court        |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>         | <b>Service Address</b>   |
|-------------------------|--------------------------|
| Clarence A Hatfield     | 3760 Olax Court          |
| Emmett F. Doster        | 3752 Olax Court          |
| Frank Pittman           | 3744 Olax Court          |
| Richard C Paquet        | 3736 Olax Court          |
| Arthur D Dobbins        | 3728 Olax Court          |
| Janet J Russell         | 3720 Olax Court          |
| Bruce & Barbara Sprague | 3712 Olax Court          |
| Lola W. Hartle          | 3704 Olax Court          |
| Bruce E. Leavitt        | 4038 North Citrus Circle |
| Joseph N. Butler        | 4022 North Citrus Circle |
| Catherine Braecklein    | 4014 North Citrus Circle |
| Norma J. Schloot        | 4006 North Citrus Circle |
| Dorothy B. Kelly        | 3976 North Citrus Circle |
| Estela S. Matuk         | 3968 North Citrus Circle |
| Leo Schnurr             | 3960 North Citrus Circle |
| Robert A. Beach         | 3952 North Citrus Circle |
| George E. Howard        | 3936 North Citrus Circle |
| Elwood W Jeffries       | 3928 North Citrus Circle |
| Betty A. Lilje          | 3920 North Citrus Circle |
| Beverly A. Englund      | 3912 North Citrus Circle |
| Leroy Szesny            | 3904 North Citrus Circle |
| John F. Nystrom         | 3858 North Citrus Circle |
| Normand O. Bourget      | 3850 North Citrus Circle |
| Richard K. Schmidt      | 3842 North Citrus Circle |
| Lyonel L Edwards        | 2301 Blue Laurel Circle  |
| Constance H. Reppert    | 3826 North Citrus Circle |
| Jawood L. Anderson      | 3818 North Citrus Circle |
| Sharon L. Cooper        | 3780 North Citrus Circle |
| Richard B. Davis        | 3772 North Citrus Circle |
| Edward Wilson           | 3764 North Citrus Circle |
| David A Vorbach         | 3756 North Citrus Circle |
| Joyce Diehl             | 3748 North Citrus Circle |
| Kay Talton              | 3740 North Citrus Circle |
| Winona B Genton         | 3732 North Citrus Circle |
| Walter A Haase          | 3724 North Citrus Circle |
| William & Cindy Davis   | 3716 North Citrus Circle |
| Joseph Carnicelli       | 3708 North Citrus Circle |
| William Cantwell        | 3701 Cohen Drive         |
| Stephen Marine          | 3709 Cohen Drive         |
| Avalyn Fisher           | 3717 Cohen Drive         |
| Robert Rotruck          | 3725 Cohen Drive         |
| Joseph C Shea           | 3733 Cohen Drive         |
| Janet G. Desmond        | 3741 Cohen Drive         |
| Charles A. Swan         | 3749 Cohen Drive         |
| Floyd E Wilson          | 3757 Cohen Drive         |
| Margaret Kowalsky       | 3765 Cohen Drive         |
| Harrison F. Dunbrook    | 3773 Cohen Drive         |
| William A. Holzworth    | 3781 Cohen Drive         |
| Loreen E. Briggs        | 3805 Cohen Drive         |
| Donald L. Chance        | 3813 Cohen Drive         |
| Joyce E Keefe           | 3821 Cohen Drive         |
| Helen M Ritchie         | 3829 Cohen Drive         |



Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>            | <b>Service Address</b> |
|----------------------------|------------------------|
| Florence M Kelly           | 3837 Cohen Drive       |
| Jack Stiles                | 3915 Cohen Drive       |
| Thomas M. Foley            | 3923 Cohen Drive       |
| Walter Pulley              | 3947 Cohen Drive       |
| William Hollingsed         | 3955 Cohen Drive       |
| Dorothy E. Weed            | 3963 Cohen Drive       |
| Christene Cox              | 3971 Cohen Drive       |
| Edna M. Phillips           | 3979 Cohen Drive       |
| Russell Turvy              | 3985 Cohen Drive       |
| Terrence P O'Keefe         | 4007 Cohen Drive       |
| Clarence C. Tracy          | 4015 Cohen Drive       |
| Carol A. Curry             | 4023 Cohen Drive       |
| Lee Victorelli             | 4031 Cohen Drive       |
| Beverly J. Owens           | 4039 Cohen Drive       |
| Curtis Walsh               | 4047 Cohen Drive       |
| Bernard H Root             | 4055 Cohen Drive       |
| Sydney & Modestine Payne   | 4063 Cohen Drive       |
| Irving L. Perkins          | 4071 Cohen Drive       |
| Charles Townsend           | 3702 Cohen Drive       |
| Trudy B. Larsen            | 3716 Cohen Drive       |
| Sterling R Campbell        | 3724 Cohen Drive       |
| Edwin W. Antoniewicz       | 3742 Cohen Drive       |
| Robert Newlan              | 3750 Cohen Drive       |
| Irene A. Hunter            | 3758 Cohen Drive       |
| Maggie Parker              | 3772 Cohen Drive       |
| J. Edward Franklin         | 3780 Cohen Drive       |
| Robert E. Anderson         | 3804 Cohen Drive       |
| Robert J. Blatter          | 3812 Cohen Drive       |
| Robert T Capansky          | 3820 Cohen Drive       |
| William L Huybers          | 3828 Cohen Drive       |
| Carsten B. Borglum         | 3836 Cohen Drive       |
| Russell D Smith            | 3844 Cohen Drive       |
| Ray & Doris McCollum, Jr.  | 3852 Cohen Drive       |
| John Lindenmuth            | 3908 Cohen Drive       |
| Gifford F. Petersen        | 3916 Cohen Drive       |
| Lynn & Elaine Blocher      | 3924 Cohen Drive       |
| James C. Scharren          | 3932 Cohen Drive       |
| Lawrence W. Willis         | 3940 Cohen Drive       |
| J. Gertrude Schneider      | 3948 Cohen Drive       |
| Roy L. Chapman             | 3956 Cohen Drive       |
| Charles A. Stanton         | 4154 Greenbluff Court  |
| Joseph Strada              | 4158 Greenbluff Court  |
| Kenneth Turner             | 4162 Greenbluff Court  |
| Nancy McGee                | 4166 Greenbluff Court  |
| Lamarche Realty            | 4170 Greenbluff Court  |
| Marylee Jamison            | 4174 Greenbluff Court  |
| Cindy & Bill Davis         | 4177 Greenbluff Court  |
| Bruce W. Waite             | 4173 Greenbluff Court  |
| James H. & Ethel D. Bailes | 4143 Greenbluff Court  |
| Herbert & Cynthia Greene   | 4123 Greenbluff Court  |
| Donald E. Pearson          | 4119 Greenbluff Court  |
| Ronald R Lombardi          | 4011 Greenbluff Road   |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>                      | <b>Service Address</b>     |
|--------------------------------------|----------------------------|
| Geraldine Reynolds                   | 4146 Greenbluff Road       |
| Cheryl Kingman                       | 4138 Greenbluff Road       |
| Rose M Larro                         | 4134 Greenbluff Road       |
| Richard G. Hazelton                  | 4130 Greenbluff Road       |
| Sholdan A. Idskou                    | 4122 Greenbluff Road       |
| Deborah A. Gartner                   | 4118 Greenbluff Road       |
| Anne R Almond                        | 4012 Greenbluff Road       |
| Douglas Reed                         | 4008 Greenbluff Road       |
| Peter M. Gilardi                     | 2842 Myrtle Oak Lane       |
| Nick Nixon                           | 4005 Myrtle Oak Court      |
| Kenneth D. Sexton                    | 4122 Myrtle Oak Court      |
| Robert J. Kraft                      | 4114 Myrtle Oak Court      |
| Janice Carroll                       | 4110 Myrtle Oak Court      |
| Nicholas Blume                       | 4106 Myrtle Oak Court      |
| Dale & Carol Mankamyer               | 4032 Myrtle Oak Court      |
| Thomas Lisle                         | 4028 Myrtle Oak Court      |
| Alfred W. Moretti                    | 4024 Myrtle Oak Court      |
| Toni Henderson                       | 4020 Myrtle Oak Court      |
| Leonard Hendrickson                  | 4016 Myrtle Oak Court      |
| Richard Fisher                       | 4012 Myrtle Oak Drive      |
| Dale & Mary Dickson                  | 4008 Myrtle Oak Court      |
| Ronald & Nancy Bass                  | 4004 Myrtle Oak Court      |
| Thomas H Stroh                       | 2597 Lake Grassmere Circle |
| Lonnie Hatfield                      | 2611 Fiddlewood Court      |
| Mary Blaha                           | 2615 Fiddlewood Court      |
| John Justice                         | 2619 Fiddlewood Court      |
| Charles T. Snead                     | 2623 Fiddlewood Court      |
| Dean B Cherry                        | 2627 Fiddlewood Court      |
| George F. Myers                      | 2626 Fiddlewood Court      |
| Lamarche Realty                      | 2622 Fiddlewood Court      |
| Garnet Fredrick                      | 2618 Fiddlewood Court      |
| Ralph L. D'Alessandro                | 2612 Fiddlewood Court      |
| Arden E Strelauski                   | 2608 Fiddlewood Court      |
| Rainer H Fries                       | 2617 Lake Grassmere Circle |
| Frances Shackelford                  | 2621 Lake Grassmere Circle |
| Arthur Haven                         | 2627 Lake Grassmere Circle |
| Victor J Todaro                      | 2631 Lake Grassmere Circle |
| Arthur A Burch                       | 2635 Lake Grassmere Circle |
| Barry & Wanda Bronson                | 2651 Lake Grassmere Circle |
| Lamarche Realty                      | 2655 Lake Grassmere Circle |
| Lamarche Realty                      | 2710 Lake Grassmere Court  |
| Phillip Iorio                        | 2706 Lake Grassmere Court  |
| Lamarche Realty                      | 2702 Lake Grassmere Court  |
| Lamarche Realty                      | 2701 Lake Grassmere Court  |
| Jerald F. Owens                      | 2705 Lake Grassmere Court  |
| John & Marlene Vanderdrift           | 2717 Lake Grassmere Court  |
| Lamarche Realty                      | 2721 Lake Grassmere Court  |
| Gertrude P. Gregory                  | 2729 Lake Grassmere Court  |
| Franklin Rippeon & Charles E. Turner | 2733 Lake Grassmere Court  |
| Roland & Anna Dugan                  | 2737 Lake Grassmere Court  |
| Edgar R Vale                         | 2659 Lake Grassmere Circle |
| Dorothy M. Crowell                   | 2667 Lake Grassmere Circle |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>            | <b>Service Address</b>     |
|----------------------------|----------------------------|
| Byron T. Brown             | 2675 Lake Grassmere Circle |
| Leon Roberts               | 2679 Lake Grassmere Circle |
| Louis R. D'Amico           | 2691 Lake Grassmere Circle |
| Sam Riggi                  | 2703 Lake Grassmere Circle |
| Sidney J. Michaelson       | 2707 Lake Grassmere Circle |
| Edward R Paye              | 2711 Lake Grassmere Circle |
| Roy E. Schou               | 2729 Lake Grassmere Circle |
| Betty Gabryshak            | 2714 Canary Palm Court     |
| Frederick S Baker          | 2710 Canary Palm Court     |
| Henry Sorrese              | 2706 Canary Palm Court     |
| James Smeenge              | 2711 Canary Palm Court     |
| Joan Fennell               | 2719 Canary Palm Court     |
| Luciaen L Steele           | 3487 Greenbluff Road       |
| Anne B. Evers              | 3440 Greenbluff Road       |
| Stanley B. Sexton          | 3424 Greenbluff Road       |
| Don Hartman                | 3420 Greenbluff Road       |
| Anna Prescott              | 3416 Greenbluff Road       |
| Lois Justice               | 3412 Greenbluff Road       |
| Ruby Moore                 | 3408 Greenbluff Road       |
| Mary Howe                  | 2509 Fairbluff Road        |
| John J. Gundlach           | 2517 Fairbluff Road        |
| Frederick Allen            | 2525 Fairbluff Road        |
| Richard H. Lanphier        | 2541 Fairbluff Road        |
| Dennis & Katherine Haeck   | 2549 Fairbluff Road        |
| Diana Hilterbran           | 3660 Parway Road           |
| Lee C. Michaelis           | 3652 Parway Road           |
| Robert D. Thomson          | 3628 Parway Road           |
| Woodrow W. Lee             | 3620 Parway Road           |
| Irene E. Becker            | 3510 Parway Road           |
| June F Cosgrove            | 3502 Parway Road           |
| Clem Tatum                 | 3503 Parway Road           |
| B. Edward Paradis          | 3511 Parway Road           |
| Jean I. Spalding           | 3519 Parway Road           |
| Robert J Howe              | 3629 Parway Road           |
| Anne Marie Cote            | 3707 Parway Road           |
| Elizabeth L Yahner         | 3715 Parway Road           |
| John R. Stark              | 3723 Parway Road           |
| Roland Bouchard            | 3731 Parway Road           |
| Robert & Connie Burkhalter | 3739 Parway Road           |
| George W. Cullen           | 3747 Parway Road           |
| Charles S. Murtha          | 3801 Parway Road           |
| Patricia McDonald          | 3809 Parway Road           |
| Clyde Shields              | 3817 Parway Road           |
| Renee Blanche              | 3841 Parway Road           |
| Delmar H Scharrer          | 3849 Parway Road           |
| Robert E McQuillen         | 3857 Parway Road           |
| John B. Rodgers, Jr        | 3865 Parway Road           |
| Joseph H. Petrovit         | 3903 Parway Road           |
| Louise McGuinness          | 3927 Parway Road           |
| George Granros             | 3935 Parway Road           |
| Elmer & Lucille Wittkamp   | 3943 Parway Road           |
| Robert L. Loetscher        | 3955 Parway Road           |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>          | <b>Service Address</b>   |
|--------------------------|--------------------------|
| Jim DiBiasio             | 3963 Parway Road         |
| Robert & Linda Comerford | 3987 Parway Road         |
| Frank J. Lowry           | 3995 Parway Road         |
| Joseph R. Sbordone       | 3994 Parway Road         |
| Bernard J. Schmeltz      | 3926 Parway Road         |
| Robert F. Lynch          | 3918 Parway Road         |
| Janet O. Clark           | 3910 Parway Road         |
| W. H. Jorgenrud          | 3902 Parway Road         |
| Juanita Nowels           | 3864 Parway Road         |
| Benjamin T Shuman        | 3856 Parway Road         |
| Rowland Pearson          | 3848 Parway Road         |
| Gordon R McKay           | 3840 Parway Road         |
| William L. Brice         | 3832 Parway Road         |
| Raymond L. Ellis         | 3824 Parway Road         |
| Harold A. Yaggie         | 3816 Parway Road         |
| Joseph & Margaret King   | 3808 Parway Road         |
| Don & Donna Godkey       | 3800 Parway Road         |
| Norman Brown             | 3746 Parway Road         |
| Robert J. Boylan         | 3738 Parway Road         |
| Wesley C Pomeroy, Sr.    | 3730 Parway Road         |
| Arthur H. Lehmann        | 3722 Parway Road         |
| John Sperrick, Jr.       | 3714 Parway Road         |
| Duane Keilbach           | 2558 Fairbluff Road      |
| Walter & Zonnie          | 2550 Fairbluff Road      |
| George W. Clague         | 2542 Fairbluff Road      |
| Jerome & Rosann Thienes  | 2534 Fairbluff Road      |
| Naomi S. Findley         | 2526 Fairbluff Road      |
| Richard G. Mellin        | 2518 Fairbluff Road      |
| Janet L. Bonner          | 2510 Fairbluff Road      |
| Donna Gardner            | 3404 Greenbluff Road     |
| John Wellman             | 3400 Greenbluff Road     |
| Maynard B. Bender        | 2473 Putter Road         |
| Luther Bradshaw          | 2465 Putter Road         |
| Wanda Grant              | 2457 Putter Road         |
| Frank O. Gregerson       | 2449 Putter Road         |
| Erma L. Wolverton        | 2441 Putter Road         |
| Earl & Susan Sheiman     | 2433 Putter Road         |
| James N Cardwell         | 2425 Putter Road         |
| Mary G. Guardabascio     | 2417 Putter Road         |
| Sylvia R Koch            | 2409 Putter Road         |
| Lillian Vorozilchak      | 2363 South Citrus Circle |
| Neal Wood                | 2355 South Citrus Circle |
| Clifton Ackerman         | 2347 South Citrus Circle |
| Gerold D Boatwright      | 2339 South Citrus Circle |
| Robert Hilgar            | 2331 South Citrus Circle |
| Chien-Ping Hampton       | 2323 South Citrus Circle |
| Marie Ravoo              | 2315 South Citrus Circle |
| Charles E Edwards        | 2307 South Citrus Circle |
| WH Strickland            | 2237 South Citrus Circle |
| Otto Rapert              | 2229 South Citrus Circle |
| Bill & Carol Cropley     | 2221 South Citrus Circle |
| William W Laurent        | 2213 South Citrus Circle |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>             | <b>Service Address</b>   |
|-----------------------------|--------------------------|
| Marvin & Donna Mundy        | 2205 South Citrus Circle |
| Sam Poteet                  | 2151 South Citrus Circle |
| Harold Bertram              | 2143 South Citrus Circle |
| Marilyn A Enghauser         | 2135 South Citrus Circle |
| James J Zeman, Sr           | 2127 South Citrus Circle |
| Samuel R Wilson Jr          | 2119 South Citrus Circle |
| Robert D Hall               | 2111 South Citrus Circle |
| Betty Lane                  | 2103 South Citrus Circle |
| Edwin B Topmiller           | 2025 South Citrus Circle |
| Mark Doerr                  | 2017 South Citrus Circle |
| Jennilee Grandfield         | 2009 South Citrus Circle |
| Paul E Wheeler              | 2001 South Citrus Circle |
| Lawrence P Hoistion         | 3229 Citrus Lane         |
| Betty Goeckel               | 3221 Citrus Lane         |
| Martin V. Cramer            | 3213 Citrus Lane         |
| John R Stark                | 3205 Citrus Lane         |
| Dickey R Conduff            | 3206 Citrus Lane         |
| Walter H Vogel              | 3214 Citrus Lane         |
| Olive Hoag                  | 3222 Citrus Lane         |
| Albert J. Curtis            | 3230 Citrus Lane         |
| Richard E Moore             | 3304 South Citrus Circle |
| Douglas J Russell           | 3312 South Citrus Circle |
| Gerald Wallace, Sr.         | 3320 South Citrus Circle |
| John W Rodenbaugh           | 3328 South Citrus Circle |
| Robert A. Lipsis            | 3336 South Citrus Circle |
| Betty D Benedetto           | 3344 South Citrus Circle |
| Michael Evans               | 3406 South Citrus Circle |
| Gustaf Laine                | 3414 South Citrus Circle |
| Luz M Consuegra             | 3422 South Citrus Circle |
| William E McCuen            | 3430 South Citrus Circle |
| Sarah A. Salmons            | 3438 South Citrus Circle |
| John R. Landgrebe           | 3446 South Citrus Circle |
| Lisa Meyers                 | 3454 South Citrus Circle |
| Reta R Putnam               | 3462 South Citrus Circle |
| Rex & Gloria Strickland     | 3500 South Citrus Circle |
| U Seth Eberhardt            | 3508 South Citrus Circle |
| Richard & Margaret Collette | 3516 South Citrus Circle |
| Muriel Beedell              | 3524 South Citrus Circle |
| Russell Soderberg           | 3532 South Citrus Circle |
| Merle W Rodgers             | 3540 South Citrus Circle |
| Frank A Hagen               | 3548 South Citrus Circle |
| Roderick P. Thompson        | 3602 South Citrus Circle |
| Helen Sasse                 | 3610 South Citrus Circle |
| Francis Jackson             | 3618 South Citrus Circle |
| Stanley F Jesewitz          | 3626 South Citrus Circle |
| Helen Misner                | 3634 South Citrus Circle |
| William B Eidson            | 3642 South Citrus Circle |
| William Benke               | 3650 South Citrus Circle |
| William Purnell             | 3658 South Citrus Circle |
| Ava Frinkley Taylor         | 3666 South Citrus Circle |
| Clement & Mona Lamarche     | 3704 South Citrus Circle |
| Lawrence R. Wendell         | 3712 South Citrus Circle |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>          | <b>Service Address</b>   |
|--------------------------|--------------------------|
| Rose Lohr                | 3720 South Citrus Circle |
| Rose C. Taft             | 3728 South Citrus Circle |
| Dorothy C. Schaefer      | 3736 South Citrus Circle |
| Hernando Calderon        | 3744 South Citrus Circle |
| Dorothy Esbjorn          | 3752 South Citrus Circle |
| James C. Slay            | 3806 South Citrus Circle |
| Donald C Mitchell        | 3814 South Citrus Circle |
| Henry M. Prentice        | 3822 South Citrus Circle |
| Dennis Anderson          | 3830 South Citrus Circle |
| Helen A Pappas           | 3823 South Citrus Circle |
| Maston A. O'Neal, Jr.    | 3815 South Citrus Circle |
| Billie Jean Millhouse    | 3807 South Citrus Circle |
| Edward C. Burns          | 3745 South Citrus Circle |
| Henry D. Stevens         | 3737 South Citrus Circle |
| Donald L. Ahlberg        | 3729 south Citrus Circle |
| Leon W. Hall             | 3721 South Citrus Circle |
| Roger DeMinck            | 3713 South Citrus Circle |
| Mary Jane Holloway       | 2016 Grove Way           |
| Donald D Wertman         | 3752 Grove Circle        |
| Boyd Sanders             | 3760 Grove Circle        |
| Billie Jean Millhouse    | 3768 Grove Circle        |
| Kathryn L Corwin         | 3769 Grove Circle        |
| Eileen A Johns           | 3761 Grove Circle        |
| Carolyn Bourne           | 3753 Grove Circle        |
| Barbara Woodland         | 3745 Grove Circle        |
| Evelyn Arnold            | 3737 Grove Circle        |
| LeRoy Brown              | 3729 Grove Circle        |
| Jay T Derrick            | 3721 Grove Circle        |
| John G Hunter            | 3713 Grove Circle        |
| Joseph R Campos          | 3705 Grove Circle        |
| Harold & Jane Waller     | 3712 Grove Circle        |
| Murrel Ledford           | 3720 Grove Circle        |
| William & Shirley Pierce | 3728 Grove Circle        |
| Lee Hammons Jacob, Jr    | 3736 Grove Circle        |
| Jim & Jean Wigmore       | 2007 Grove Way           |
| Genie Moore (Burns)      | 3657 South Citrus Circle |
| Mary Jane Schilling      | 3641 South Citrus Circle |
| Dottie Klein             | 3633 South Citrus Circle |
| James M. Fox             | 3627 South Citrus Circle |
| James Glynn              | 3619 South Citrus Circle |
| Marjory M. Snodgrass     | 3611 South Citrus Circle |
| L. Jean Meyers           | 3603 South Citrus Circle |
| Donald B Vance           | 3540 Blossom Circle      |
| Maxine Benjamin          | 3548 Blossom Circle      |
| Edward A. Joseph         | 3556 Blossom Circle      |
| Robert L. Smith          | 3564 Blossom Circle      |
| Myrtle E. Hough          | 3572 Blossom Circle      |
| Katherine J. Horstmann   | 3565 Blossom Circle      |
| George Kluhsmeier        | 3557 Blossom Circle      |
| Ed Smallman              | 3549 Blossom Circle      |
| Bettie L Parkman         | 3541 Blossom Circle      |
| Ruth J McKeeby           | 3533 Blossom Way         |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>             | <b>Service Address</b>   |
|-----------------------------|--------------------------|
| Evelyn H Franks             | 3525 Blossom Circle      |
| Robert Graff                | 3517 Blossom Circle      |
| Ralph E Schram              | 3509 Blossom Circle      |
| James W McGraw              | 3500 Blossom Circle      |
| Charles S Zirnheld          | 3508 Blossom Circle      |
| Carol Salellas              | 3516 Blossom Circle      |
| Barbara M Lackey            | 3524 Blossom Circle      |
| Joanne Littlehales          | 3532 Blossom Circle      |
| Doug Berryman               | 2005 Blossom Way         |
| Samuel R Wilson, Jr         | 3541 South Citrus Circle |
| Velda R Duym                | 3533 South Citrus Circle |
| Diana Burns                 | 3525 South Citrus Circle |
| Olan Cryer                  | 3517 South Citrus Circle |
| Edwin Lerner                | 3509 South Citrus Circle |
| Kathryn Gorman              | 2004 East Lake Drive     |
| Bernard J DeYoung           | 2012 East Lake Drive     |
| Elaine Lawrence             | 2020 East Lake Drive     |
| W. Bruce Mower              | 2028 East Lake Drive     |
| John J Fernandes            | 2114 East Lake Drive     |
| Charles F Dugan             | 2122 East Lake Drive     |
| Thomas Furey                | 2130 East Lake Drive     |
| John E Best                 | 2138 East Lake Drive     |
| Gloria T Magnan             | 2146 East Lake Drive     |
| Leonard Kinnison            | 3544 North Citrus Circle |
| Charles Boyd                | 2161 Nectar Circle       |
| Judith A Benedict           | 2153 Nectar Circle       |
| Howard C. Lamont, Sr.       | 2145 Nectar Circle       |
| Mary Miholancan             | 2137 Nectar Circle       |
| Roman N Chrusniak           | 2129 Nectar Circle       |
| Melvin Slagter              | 2121 Nectar Circle       |
| Deborah B. Ford             | 2113 Nectar Circle       |
| T.L. & Mary Evelyn Marriott | 2106 Nectar Circle       |
| Theodore Heller             | 2114 Nectar Circle       |
| Steven Leonard              | 2122 Nectar Circle       |
| Donald E Luoma              | 2146 Nectar Circle       |
| Walter Hawthorne            | 3602 North Citrus Circle |
| Donald Porter               | 3610 North Citrus Circle |
| Raymond Bordonaro           | 3626 North Citrus Circle |
| Edmund S Aneszko            | 3634 North Citrus Circle |
| Betty R Phipps              | 2249 Orangewood Circle   |
| Salvatore A Tascarella      | 2233 Orangewood Circle   |
| Douglas P. DeGraaf          | 2217 Orangewood Circle   |
| Lester J. Snyder            | 2209 Orangewood Circle   |
| Grace A. Zabrowski          | 2201 Orangewood Circle   |
| Wilmot E. Davis             | 2202 Orangewood Circle   |
| Frank Ernest Pettinga       | 2210 Orangewood Circle   |
| Daniel J. Stakem            | 2218 Orangewood Circle   |
| Vic C. Fitzgerald           | 2226 Orangewood Circle   |
| Carol A. Wingate            | 2234 Orangewood Circle   |
| Frederick Griffith          | 2242 Orangewood Circle   |
| Patricia A. Candee          | 2250 Orangewood Circle   |
| Gerard N Marino             | 2470 Fairbluff Road      |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>         | <b>Service Address</b> |
|-------------------------|------------------------|
| Mary Schulten           | 2462 Fairbluff Road    |
| Barbara J. Chamblin     | 2454 Fairbluff Road    |
| Roscoe D Huffmaster     | 2446 Fairbluff Road    |
| Loyd & Carrell Crowder  | 2438 Fairbluff Road    |
| Betty B Swinehart       | 2430 Fairbluff Road    |
| Glenn Wilmer Marchman   | 2422 Fairbluff Road    |
| David Fouse             | 2414 Fairbluff Road    |
| Donald Goist            | 2406 Fairbluff Road    |
| William H. Rowell       | 2405 Fairbluff Road    |
| Howard & Doris Huegel   | 2413 Fairbluff Road    |
| Shirley A Meyer         | 2421 Fairbluff Road    |
| William Hender          | 3662 Duffer Court      |
| William E. Davis, Jr    | 3654 Duffer Court      |
| Ralph M Rasmussen       | 3646 Duffer Court      |
| Ralph M. Higgins        | 3638 Duffer Court      |
| Ernest A. Kolarcik      | 3630 Duffer Court      |
| Ursula T. Bertie        | 3622 Duffer Court      |
| Reid L Cline            | 3614 Duffer Court      |
| Catherine S Williamson  | 3606 Duffer Court      |
| William D. Reed         | 3613 Duffer Court      |
| Mildred J. Cannata      | 3621 Duffer Court      |
| Gerald M Dunn           | 3629 Duffer Court      |
| Jack B Kellam           | 3637 Duffer Court      |
| Kenneth E. Kilmer       | 3645 Duffer Court      |
| Evelyn M West           | 3653 Duffer Court      |
| Rebecca Rubin           | 3661 Duffer Court      |
| Maurice H. Wessel       | 3669 Duffer Court      |
| Charles Richert         | 3409 Greenbluff Road   |
| Betty B. Smith          | 3413 Greenbluff Road   |
| Rowena L. Austin        | 3421 Greenbluff Road   |
| Paul White              | 3425 Greenbluff Road   |
| Norma Harris            | 3429 Greenbluff Road   |
| Anna Marie Noppinger    | 3433 Greenbluff Road   |
| Angela Hale             | 3437 Greenbluff Road   |
| Delphine Grey           | 3441 Greenbluff Road   |
| Lois H. Fischer         | 3445 Greenbluff Road   |
| Ronald B Munger         | 3449 Greenbluff Road   |
| Joan Steger             | 3453 Greenbluff Road   |
| Lewell L Bordonaro      | 3457 Greenbluff Road   |
| Gordon & Mabel Chapp    | 3461 Greenbluff Road   |
| John & Joyce Whidden    | 3465 Greenbluff Road   |
| Joyce Wood              | 3469 Greenbluff Road   |
| Robert D Rosenberger    | 3473 Greenbluff Road   |
| T. Everett Nicholls     | 2526 Putter Road       |
| Bob Tobin               | 2510 Putter Road       |
| James W Sedlacek        | 2502 Putter Road       |
| James & Dorothy Gillies | 2490 Putter Road       |
| George Delp             | 2482 Putter Road       |
| James R. Smith          | 2474 Putter Road       |
| Earl P Sheiman          | 2466 Putter Road       |
| Donald G Jorgensen      | 2458 Putter Road       |
| Dennis L. Snyder        | 2450 Putter Road       |



Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>                   | <b>Service Address</b>   |
|-----------------------------------|--------------------------|
| Theodore A Huber                  | 2442 Putter Road         |
| Donald Hammond c/o Alice Dietrich | 2426 Putter Road         |
| Diane Knox                        | 3311 Overlook Road       |
| Fred McCulley                     | 3319 Overlook Road       |
| Alden W Davis                     | 3327 Overlook Road       |
| Howard & Marjorie                 | 3335 Overlook Drive      |
| Loretta Hale                      | 3343 Overlook Road       |
| Paul Bunting                      | 3351 Overlook Road       |
| Eskor & Betty Laughlin            | 3359 Overlook Road       |
| Frederick A Schmidt               | 3367 Overlook Road       |
| Larry McQueen                     | 3375 Overlook Road       |
| Harry Backstrom                   | 3405 Overlook Road       |
| Howard & Marie Street             | 3413 Overlook Drive      |
| Fred W Bulow                      | 3421 Overlook Road       |
| Stanley F Gray                    | 3429 Overlook Road       |
| Jeanette Ross                     | 3430 Overlook Road       |
| Patricia Borden                   | 3422 Overlook Road       |
| Gualberto Ramos                   | 3414 Overlook Road       |
| Sammuel & Sylvia Wood             | 3406 Overlook Road       |
| J. R. Godbey                      | 3401 North Citrus Circle |
| Barbara D Dent                    | 3409 North Citrus Circle |
| Lyle Miller                       | 3417 North Citrus Circle |
| Diane D Wiltsie                   | 3425 North Citrus Circle |
| Gayle L Gulsvig                   | 3433 North Citrus Circle |
| Theresa A Fitzgibbons-Smith       | 3441 North Citrus Circle |
| Paul R Kepple                     | 3449 North Citrus Circle |
| Leo Jenness                       | 3451 North Citrus Circle |
| Frank Goodman                     | 3465 North Citrus Circle |
| Richard Lee                       | 3473 North Citrus Circle |
| Robert & Judy Peck                | 3481 North Citrus Circle |
| Robert E. Evans                   | 3489 North Citrus Circle |
| Joseph C Belleau                  | 3503 North Citrus Circle |
| Clinton H Scott                   | 3511 North Citrus Circle |
| Vickie Leddon                     | 3519 North Citrus Circle |
| Robert Pettitt                    | 3527 North Citrus Circle |
| Lee Zoekler                       | 3535 North Citrus Circle |
| Wayne F. Thul                     | 3543 North Citrus Circle |
| Catherine M Maloney               | 3601 North Citrus Circle |
| Mary Ann Rowe                     | 3609 North Citrus Circle |
| Emil J Stavara                    | 3617 North Citrus Circle |
| Brian & Betsy Trinder             | 3625 North Citrus Circle |
| Paul Schoensee                    | 3633 North Citrus Circle |
| Richard W. McCormick              | 3641 North Citrus Circle |
| Virginia Arent                    | 3649 North Citrus Circle |
| Kenneth Stroup                    | 3657 North Citrus Circle |
| Janet V Janessa                   | 3376 Overlook Road       |
| Carol Reed                        | 3368 Overlook Road       |
| Sharon A. Thompson                | 3360 Overlook Road       |
| Gary Faas                         | 3352 Overlook Road       |
| Jewell Lamb                       | 3336 Overlook Road       |
| Roy W Carlson                     | 3328 Overlook Road       |
| James A. Fox                      | 3312 Overlook Road       |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>           | <b>Service Address</b>   |
|---------------------------|--------------------------|
| Thelma Dinkle             | 3304 Overlook Road       |
| Eleanor G Stitt           | 3305 North Citrus Circle |
| Robert Pike               | 3313 North Citrus Circle |
| Jack Hays                 | 3321 North Citrus Circle |
| Diane Childers            | 3329 North Citrus Circle |
| Arnold A. Skarjune        | 3337 North Citrus Circle |
| Carmen S. Ruiz-Diaz       | 3345 North Citrus Circle |
| Frank Honaker             | 3346 North Citrus Circle |
| Anne M. Runyan            | 3338 North Citrus Circle |
| Lena P. Remy              | 3322 North Citrus Circle |
| Karl & Hazel Marie Wegner | 3314 North Citrus Circle |
| John P. Anderson, Trust   | 3306 North Citrus Circle |
| Max H Warren              | 2356 South Citrus Circle |
| Patricia Perlaky          | 2340 South Citrus Circle |
| Anthony Diorio            | 2324 South Citrus Circle |
| Clayton O. Kelty          | 2316 South Citrus Circle |
| Ruth F Johnson            | 3301 Evergreen Road      |
| William E Boucher         | 3309 Evergreen Road      |
| Sandy Haslam              | 3317 Evergreen Road      |
| Thelma M Caldwell         | 3325 Evergreen Road      |
| Bruce Wilson Cutshall     | 3333 Evergreen Road      |
| William S. Redman, Sr     | 3341 Evergreen Road      |
| Kenneth C Sommerfield     | 3349 Evergreen Road      |
| John D. Nelson            | 3357 Evergreen Road      |
| Donald C Myers            | 3365 Evergreen Road      |
| George C Rose             | 3373 Evergreen Road      |
| Margaret V Bevier         | 3381 Evergreen Road      |
| Dudley T Ricker           | 3389 Evergreen Road      |
| Larry W Horton            | 3382 Evergreen Road      |
| Lawrence Patten           | 3374 Evergreen Road      |
| Jeanette B Siefker        | 3366 Evergreen Road      |
| Peter M Adinovich         | 3358 Evergreen Road      |
| Walter E Hunter           | 3342 Evergreen Road      |
| Vivian S. Zarick          | 2236 Evergreen Circle    |
| Charles Steines           | 2220 Evergreen Circle    |
| Clayton Youngs            | 2212 Evergreen Circle    |
| Richard A Roney           | 2204 Evergreen Circle    |
| Marilyn Beehler           | 2203 Evergreen Circle    |
| Margaret Seymour          | 2211 Evergreen Circle    |
| Don R Hartman             | 2219 Evergreen Circle    |
| Henry Paul Wheeler        | 2227 Evergreen Circle    |
| Joseph McCarthy           | 2235 Evergreen Circle    |
| Maurice Beardslee         | 2243 Evergreen Circle    |
| Armand DeSantis           | 3318 Evergreen Road      |
| Bonnie L Kiesewetter      | 3302 Evergreen Road      |
| Alice Gardner             | 2230 South Citrus Circle |
| Jeanne Bakkum             | 2222 South Citrus Circle |
| Carol Kindred             | 2214 South Citrus Circle |
| Joseph D. Mareci          | 2206 South Citrus Circle |
| William E. Davis          | 2142 South Citrus Circle |
| Bernice Kelley            | 2136 South Citrus Circle |
| Yvonne Lovern             | 2128 South Citrus Circle |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>           | <b>Service Address</b>   |
|---------------------------|--------------------------|
| Walter Pollard            | 2120 South Citrus Circle |
| Doris Pfeiffer            | 2112 South Citrus Circle |
| John & Ima Cook           | 2026 South Citrus Circle |
| Carl E Judas Trust        | 2018 South Citrus Circle |
| Claude F. Moore           | 2010 South Citrus Circle |
| Leonard J Bellanca        | 2002 South Citrus Circle |
| Hermine Jaffe             | 3311 South Citrus Circle |
| Richard L. Ferris         | 3319 South Citrus Circle |
| Doris Fitzherbert         | 3327 South Citrus Circle |
| Lyle Q Shaw               | 3335 South Citrus Circle |
| Wesley Jones              | 3405 South Citrus Circle |
| John Justice              | 3413 South Citrus Circle |
| Mali Rogers               | 3421 South Citrus Circle |
| Ray Borgman               | 3429 South Citrus Circle |
| Chris Opsahl              | 3458 Wax Myrtle Circle   |
| Robert R Proulx           | 3450 Wax Myrtle Circle   |
| Clifford Sexton           | 3442 Wax Myrtle Circle   |
| Cornelius Rackley         | 3434 Wax Myrtle Circle   |
| Billy V Lawrence, Sr      | 3426 Wax Myrtle Circle   |
| Doris J Hershberger       | 3418 Wax Myrtle Circle   |
| James & Carolyn Pierson   | 3410 Wax Myrtle Circle   |
| Ralph F Getty             | 3402 Wax Myrtle Circle   |
| Richard Harvey            | 3401 Wax Myrtle Circle   |
| Gunsten Skomedal          | 3409 Wax Myrtle Circle   |
| Edward Starke             | 3417 Wax Myrtle Circle   |
| Joseph A Hughes           | 3425 Wax Myrtle Circle   |
| Vivian L Lilley           | 3433 Wax Myrtle Circle   |
| Cordail M Finley          | 3441 Wax Myrtle Circle   |
| Phillip Jaeger            | 3449 Wax Myrtle Circle   |
| Edward & Martha Manwaring | 3457 Wax Myrtle Drive    |
| Ann McCormick             | 2125 Wax Myrtle Drive    |
| Donald Millard            | 2141 Wax Myrtle Drive    |
| Dean & June Wood          | 2149 Wax Myrtle Drive    |
| James E Davis             | 2157 Wax Myrtle Drive    |
| William L Eschwei         | 2156 Wax Myrtle Drive    |
| Judith E Brown            | 2148 Wax Myrtle Drive    |
| Margaret H. Konefke       | 2140 Wax Myrtle Drive    |
| Dimas Rivera              | 2132 Wax Myrtle Drive    |
| David R. Hedus            | 2124 Wax Myrtle Drive    |
| Beverly B Kramer          | 2116 Wax Myrtle Drive    |
| Lawrence R Brown          | 2108 Wax Myrtle Drive    |
| Stanley Brady             | 2100 Wax Myrtle Drive    |
| Gaylon Black              | 2030 Wax Myrtle Drive    |
| Ella Mae Anderson         | 2022 Wax Myrtle Drive    |
| Helen Heiney              | 2014 Wax Myrtle Drive    |
| Diane Schafer             | 2006 Wax Myrtle Drive    |
| Richard Patterson         | 2003 East Lake Drive     |
| Donald L Gibbs            | 2011 East Lake Drive     |
| Jack R Morrill            | 2019 East Lake Drive     |
| Sue Carol Chornobay       | 2027 East Lake Drive     |
| Donna Falkingham          | 2035 East Lake Drive     |
| Joseph Famularo           | 2105 East Lake Drive     |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>           | <b>Service Address</b>   |
|---------------------------|--------------------------|
| Wilbur T Woodland         | 2113 East Lake Drive     |
| Martin J. Schmidt         | 2121 East Lake Drive     |
| Pauline V. Privett        | 2129 East Lake Drive     |
| Harvey L Libby            | 3528 North Citrus Circle |
| Ed Craren                 | 3520 North Citrus Circle |
| Elizabeth (Betty) Martin  | 3512 North Citrus Circle |
| Gilbert M. Weede          | 3504 North Citrus Circle |
| Donald Leroy Segassie, St | 3453 Banberry Circle     |
| Louise R Yancey           | 3461 Banberry Circle     |
| William Edward Underwood  | 3469 Banberry Circle     |
| James Channell            | 3477 Banberry Circle     |
| Anna Kennedy              | 3470 Banberry Circle     |
| Raymond L. Wheeler        | 3462 Banberry Circle     |
| Donald T Youngs           | 3454 Banberry Circle     |
| Gloria Dickinson          | 3446 Banberry Circle     |
| Flora Tucci               | 3438 Banberry Circle     |
| Lacy Farmer               | 3430 Banberry Circle     |
| W Haas Wittig             | 3422 Banberry Circle     |
| Keith D. Nolte            | 3414 Banberry Circle     |
| Robert Smart              | 3413 Banberry Circle     |
| Mary Rozoto               | 3421 Banberry Circle     |
| Michael Shewchuk          | 3429 Banberry Circle     |
| John Novak, Jr            | 3437 Banberry Circle     |
| Robert S Plummer          | 3490 North Citrus Circle |
| Earl F Miller             | 3482 North Citrus Circle |
| Julie Fitzgerald          | 3474 North Citrus Circle |
| Sam M Ko                  | 3466 North Citrus Circle |
| Catherine A Ricevuto      | 3458 North Citrus Circle |
| Eva L Adkins              | 3450 North Citrus Circle |
| William Davis             | 3442 North Citrus Circle |
| Belle P. Crawford         | 3434 North Citrus Circle |
| Sophia J Czinkota         | 3418 North Citrus Circle |
| Joyce B. Lamun            | 3410 North Citrus Circle |
| Carol Tapia               | 3402 North Citrus Circle |
| Cecile Y Roy              | 3403 Button Bush Drive   |
| Frances N. Horn           | 3411 Button Bush Drive   |
| Robert R Rutan            | 3419 Button Bush Drive   |
| Myron W Weber             | 3427 Button Bush Drive   |
| Herman C Sehlmeier        | 3435 Button Bush Drive   |
| Crosby Price, Jr          | 3443 Button Bush Drive   |
| Richard L McLellan        | 3436 Button Bush Drive   |
| Charles W Schuetter       | 3428 Button Bush Drive   |
| Catherine Davis           | 3420 Button Bush Drive   |
| Janice Hamlin             | 3412 Button Bush Drive   |
| John Borrelli             | 3404 Button Bush Drive   |
| Harvey J. Leroy           | 3332 Button Bush Drive   |
| Richard Verdu             | 3326 Button Bush Drive   |
| Robert W Mahland          | 3318 Button Bush Drive   |
| Albert O Delmontagne      | 3310 Button Bush Drive   |
| Jean Potter               | 3302 Button Bush Drive   |
| Robert G Cartwright       | 3309 Button Bush Drive   |
| John Scheidt              | 3317 Button Bush Drive   |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>         | <b>Service Address</b>     |
|-------------------------|----------------------------|
| Margaret Peterson       | 3325 Button Bush Drive     |
| Edward D. Taubensee     | 2600 Lake Grassmere Circle |
| Shirley E. Sanborn      | 2604 Lake Grassmere Circle |
| Philip W Duff           | 2608 Lake Grassmere Circle |
| Arthur L Manning        | 2612 Lake Grassmere Circle |
| Michael R. Custer       | 2616 Lake Grassmere Circle |
| Rupert & Laura McMann   | 2620 Lake Grassmere Circle |
| Vincent Amore           | 2624 Lake Grassmere Circle |
| Edris M Wiese           | 2632 Lake Grassmere Circle |
| Margaret Monk           | 2636 Lake Grassmere Circle |
| Michael & Judith Preim  | 2640 Lake Grassmere Circle |
| Salvatore Indorato      | 2644 Lake Grassmere Circle |
| Samuel Holland          | 2652 Lake Grassmere Circle |
| Archie & Wilma          | 2656 Lake Grassmere Circle |
| Gerard Wilberding       | 2660 Lake Grassmere Circle |
| Christina Shepard       | 2664 Lake Grassmere Circle |
| Howard Mickle           | 2668 Lake Grassmere Circle |
| Leland C. Berg          | 2672 Lake Grassmere Circle |
| Richard Dowland         | 2800 Hortree Court         |
| Varallo Family Trust    | 2804 Hortree Court         |
| Robert O. Donovan       | 2805 Hortree Court         |
| David Chivis            | 2801 Hortree Court         |
| Kenneth & Carole McGee  | 2684 Lake Grassmere Circle |
| Herbert Pittrof         | 2688 Lake Grassmere Circle |
| Guy E. Nuss             | 2696 Lake Grassmere Circle |
| W. E. Lassiter          | 2702 Lake Grassmere Circle |
| Virgil E Boetcher       | 2706 Lake Grassmere Circle |
| John F. Ortwein         | 2710 Lake Grassmere Circle |
| Harold Maples           | 2714 Lake Grassmere Circle |
| Robert L. Ferguson      | 2718 Lake Grassmere Circle |
| George Kling            | 2722 Lake Grassmere Circle |
| Ronald & Judy Bailes    | 2726 Lake Grassmere Circle |
| Eugene M. Hodges        | 4145 Greenbluff Road       |
| Olive M. Crum           | 4141 Greenbluff Road       |
| Darla Thompson          | 4200 Medalist Court        |
| Elzie J. Foster         | 4204 Medalist Court        |
| Gordon Willett          | 4208 Medalist Court        |
| Richard J Bennett       | 4209 Medalist Court        |
| Harold Anderson         | 4205 Medalist Court        |
| Willard Conrad          | 4133 Greenbluff Road       |
| Arthur J Towle          | 4129 Greenbluff Road       |
| Anthony Unetich         | 4121 Greenbluff Road       |
| Joseph H. Brinkman      | 2001 Live Oak Lane         |
| Kathleen Wells          | 2009 Live Oak Lane         |
| Jeffery W Matthews      | 2017 Live Oak Lane         |
| William Fecht           | 2025 Live Oak Lane         |
| John Rankin             | 2033 Live Oak Lane         |
| Roger B Arbaugh         | 2141 Oak Lane              |
| Louis J Reilley         | 2133 Oak Lane              |
| Marion Dunn             | 2125 Oak Lane              |
| Roy & Barbara Santspree | 2117 Oak Lane              |
| Dolores McCaulley       | 2109 Oak Lane              |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>                   | <b>Service Address</b>      |
|-----------------------------------|-----------------------------|
| Janet Præedom                     | 2101 Oak Lane               |
| Roy Meckelberg                    | 2102 Oak Lane               |
| Erma Pulsing                      | 2110 Oak Lane               |
| Ruth Stansbury                    | 2118 Oak Lane               |
| Elinore C Lee                     | 2126 Oak Lane               |
| Eva Srebalus                      | 2134 Oak Lane               |
| William I. McFaul                 | 2142 Oak Lane               |
| Louise Couter                     | 3665 North Citrus Circle    |
| Crosby Price                      | 3673 North Citrus Circle    |
| Kathryn Musselwhite               | 3681 North Citrus Circle    |
| Gerald Smith                      | 3689 North Citrus Circle    |
| Aida Torres-Gilardi               | 3666 North Citrus Circle    |
| Robert & Margaret Bible           | 3674 North Citrus Circle    |
| The Keener Family Trust           | 3682 North Citrus Circle    |
| Evelyn R. Hines                   | 3618 North Citrus Circle    |
| Wilfred Jacobsen                  | 2309 Cayman Circle          |
| Robert Barrett                    | 2317 Cayman Circle          |
| Jerome D Lambert                  | 2325 Cayman Circle          |
| Stephen E. Sharpe                 | 2333 Cayman Circle          |
| Vernon A. Hazzard                 | 2341 Cayman Circle          |
| Uldine Keller                     | 2349 Cayman Circle          |
| Barbara J. Myers                  | 2357 Cayman Circle          |
| Virginia L. Viscusi               | 2365 Cayman Circle          |
| John C. Ryfun                     | 2373 Cayman Circle          |
| Edward L Buckner                  | 2381 Cayman Circle          |
| William T. Nolan                  | 2559 Cayman Circle          |
| Carl E. Willis                    | 2575 Cayman Circle          |
| Enid W. Brown                     | 2591 Cayman Circle          |
| Paul H Frauen                     | 2633 Caymen Circle          |
| John D Luster                     | 2641 Cayman Circle          |
| Marion A. Watts                   | 2649 Cayman Circle          |
| Joseph R. Cote                    | 2657 Cayman Circle          |
| Firman H. Fruit                   | 2665 Cayman Circle          |
| Sam F. Bonacci                    | 2673 Cayman Circle          |
| Thomas Caldwell                   | 2681 Cayman Circle          |
| Emmett A Blodgett                 | 2687 Cayman Circle          |
| Richard & Judith Wright           | 2693 Cayman Circle          |
| Richard Henderson                 | 2699 Cayman Circle          |
| Donald G. Brennaman               | 3700 North Citrus Cir.      |
| Michael Graham                    | 2596 Lake Grassmere Circle  |
| Robert H. Brocksopp               | 2742 Lake Grassmere Circle  |
| Barbara Anderson                  | 2803 Myrtle Oak Lane        |
| Donald & Mary Enga                | 2827 Myrtle Oak Lane        |
| Thomas W Ferrill                  | 2847 Myrtle Oak Lane        |
| Banbury Village Association, Inc. | Banbury Village             |
| Zellwood Station Community Assn   | Depot                       |
| Zellwood Station Community Assn   | Spillman Drive Irrigation   |
| Zellwood Station Community Assn   | Lake Cohen Gazebo Irrigatin |
| Zellwood Station Community Assn   | WoodShop                    |
| Zellwood Station Co-op            | Clubhouse                   |
| Zellwood Station Co-op            | Clubhouse Irrigation        |
| Zellwood Station Co-op            | Maintenance Barn            |

Zellwood Station Co-Op, Inc.  
Water Sewer Division Customers

| <b>Customer</b>                      | <b>Service Address</b>       |
|--------------------------------------|------------------------------|
| Zellwood Station Co-op               | Meditation Center Irrigation |
| Zellwood Station Co-op               | Rolling Hills Post Office    |
| Zellwood Station Co-op               | Teak Post Office             |
| Zellwood Station Co-op               | White House                  |
| Zellwood Station Co-op               | White House Irrigation       |
| Citrus Ridge Village Association     | Citrus Ridge Village         |
| Zellwood Station Golf & Country Club | Water Fountain at hole 8     |
| Zellwood Station Golf & Country Club | Water Fountain at hole 15    |
| Zellwood Station Golf & Country Club | Golf Course Irrigation       |
| Zellwood Station Golf & Country Club | Jockey Pump                  |
| Zellwood Station Golf & Country Club | Restroom at hole 5           |
| Zellwood Station Golf & Country Club | Restroom at hole 12          |
| Rolling Hills Community Church       | 4407 US Highway 441          |
| Zellwood Station Utility             | Water Treatment Plant        |
| Zellwood Station Utility             | Sewer Treatment Plant        |



## **OFFERING CIRCULAR**

**for**

**BANBURY VILLAGE CONDOMINIUM  
OAK GROVE VILLAGE CONDOMINIUM  
CITRUS RIDGE VILLAGE CONDOMINIUM**

**at**

**ZELLWOOD STATION**

This offering circular contains important matters to be considered in acquiring a condominium unit.

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.

Oral representations cannot be relied upon as correctly stating the representations of the developer. Refer to this offering circular and its exhibits for correct representations.



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Since Zellwood Station is limited by ordinance to 1,998 lots, a maximum of 1,998 families will be entitled to the use of the Common Area.

### Membership in the Homeowners' Association \*

Pursuant to the Declaration of Covenants, all Unit Owners in Zellwood Station will automatically be members of Zellwood Station Community Association, Inc., a non-profit Florida corporation (hereinafter the "Homeowners' Association"). Membership shall cease upon the transfer of ownership in a Unit (whether voluntary or by operation of law) and such membership shall be automatically vested in the new Owner. The Articles of Incorporation and the By-Laws of the Homeowners' Association are included in Part II.

The affairs of the Homeowners' Association will be governed by a board of directors elected by the membership; however, the Developer will be entitled to control the board until virtually all the Units in Zellwood Station have been sold, or until December 31, 1983 whichever first occurs.

The Declaration of Covenants also provides that when the Developer has closed on the title to 800 Units, or on December 31, 1983, whichever first occurs, or sooner at the Developer's option, the Developer shall convey to the Homeowners' Association, without charge, the title to the Common Area, and all furniture, furnishings, equipment and appliances used in connection with the operation of the facilities of the Common Area. Title to the Common Area will be held by the Developer and thereafter by the Homeowners' Association for the use and benefit of the residents of Zellwood Station.

### Duties of the Homeowners' Association

Pursuant to the Declaration of Covenants, the operation, maintenance, repair and replacement of the Common Area (including all furniture, furnishings, appliances and equipment included therein) and all alterations, additions and improvements thereto, shall be the responsibility of the Homeowners' Association. In addition, the Homeowners' Association is empowered to adopt from time to time and enforce rules and regulations regarding the use of the Common area.

The Homeowners' Association will also provide bus service to Apopka, Mount Dora, Altamonte Springs and nearby shopping facilities. Presently, that service is provided weekly, but unscheduled services can also sometimes be arranged. Upon the closing of title to the first Unit, the Developer will transfer to the Homeowners' Association ownership of the 38 seat bus presently being used to provide said service, at which time the Homeowners' Association will assume responsibility for the maintenance, upkeep and insurance for the bus.

The Homeowners' Association will also provide the residents with twice a week refuse removal.

In addition, the Homeowners' Association will have a security staff which will provide 2 man security service 24 hours a day. The staff will man the guardhouse at the main

Security

entrance to Zellwood Station and also patrol Zellwood Station. The size of the security staff will not be increased in the foreseeable future.

The projected cost to the Homeowners' Association of performing these services and duties is included in the Estimated Operating Budget of the Homeowners' Association.

#### Homeowners' Association Assessments

All Units which are from time to time subject to assessment pursuant to the Declaration of Covenants will be assessed by the Homeowners' Association to defray the costs and expenses incurred by the Homeowners' Association in performing its normal duties and functions under the By-Laws and the Declaration of Covenants. All such Units will be assessed an identical amount for such costs and expenses irrespective of their size, location or price. A Unit Owner's share of such assessment, together with interest thereon and the cost of collection thereof, shall be secured by a lien upon his Unit in favor of the Homeowners' Association.

#### Management of the Homeowners' Association

Prior to closing on title to the first Unit, the Homeowners' Association will enter into a management agreement (the "Homeowners' Association Management Agreement") with the Management Company substantially in the form set forth in Part II. Pursuant thereto, Management Company will be retained as exclusive manager for the Homeowners' Association.

The Homeowners' Association Management Agreement shall automatically end on (i) December 31, 1988, or (ii) when the Developer has sold or conveyed the title to 1,998 lots in Zellwood Station, whichever occurs earliest; provided, however, that it may be sooner terminated: (a) By either party upon the other party's failure to cure a default within sixty (60) days after notice thereof; or (b) by the Homeowners' Association upon sixty (60) days notice, if at any time after the second anniversary date of the Agreement, 75% of the membership of the Homeowners' Association (exclusive of the Developer with respect to Developer-owned Units) vote in favor of termination; or (c) by the Management Company, upon 120 days prior written notice.

The Management Company's duties (which are performed subject to the review, supervision and control of the Homeowners' Association) include for example:

(i) Maintenance, repair and operation of the Common Area and the employment of personnel for performance of such services;

(ii) Collection of assessments, charges and other sums due the Homeowners' Association from its members;

(iii) Place and keep in force such insurance coverage as the Homeowners' Association is required to carry pursuant to the By-Laws and the Declaration of covenants;

(iv) Negotiate contracts on behalf of the Homeowners' Association for services such as grass cutting, vermin extermination, street repairs, etc.;

(v) Maintain the Homeowners' Association's accounts and financial books and records, and to render a quarterly statement of receipts and disbursements;

(vi) Submit annually to the Homeowners' Association a proposed budget for the following year; and

(vii) Whatever else may be reasonably necessary for the efficient, orderly and uniform administration, upkeep, appearance and management of the Common Area.

The Homeowners' Association is obligated to pay to the Management Company, each month, as a net management fee the sum arrived at by multiplying \$5.00 by the total number of Units which are subject to assessment by the Homeowners' Association as of the first day of said month. Under this formula, each Unit shall contribute toward said management fee the sum of \$5.00 monthly, or a total of \$60.00 per year. The amount of the management fee cannot be increased. The management fee is included in the Homeowners' Association assessments.

#### Estimated Operating Budget

The "Estimated Operating Budget" in Part II sets forth the projected expenses of each Condominium Association for the first year of operation and for the Homeowners' Association for the first year of operation. The amount of each Unit's assessments under said Budget is also shown thereon.

The Developer's estimates as to the amounts of the expenses are based upon reasonably reliable information and assumes a first year of operation commencing on or before August 1, 1979. No warranty or representation is being made that the actual expenses will be in accord with the projections.

#### Responsibilities of Unit Owner, Condominium Association and Homeowners' Association

The following is a list of some of the responsibilities which will belong to the Unit Owners, the Condominium Association and the Homeowners' Association. The list is not intended to be exhaustive.

Maintenance and repairs to a mobile home will be performed and paid for by the owner of the mobile home. He also will pay to the utility company all charges for telephone and electrical service to his mobile home. A Unit Owner will pay the real estate taxes on his Unit and permit or license fees for his mobile home.

The Condominium Association will maintain the Common Elements of the Condominium, including without limitation, the streets, landscaping and neighborhood recreation area (if any) included therein. It will cut the lawns within Units and edge lawns along streets. It will also obtain liability insurance for the Common Elements and will pay the Management Fee under the Condominium Management Agreement.

The Homeowners' Association will maintain the Common Area, including, without limitation, the Main Recreation Center and 80 acre park, Cayman Circle and Spillman Drive. It will provide security service, refuse pick-up and bus service. It will pay the real estate taxes (if any) on the Common Area and insurance for the Common Area as required by the Declaration of Covenants. It will operate and maintain the master television antenna system. The Homeowners' Association will also pay the management fee which is payable under the Homeowners' Association Management Agreement.

#### Plan for Future Development

The sketch map in Part II illustrates the Developer's present plan for developing the remaining undeveloped portions of the 837 acre site. Because many factors which affect future development are not foreseeable (for example, changes in consumer tastes and demand, availability of financing, shortage or unavailability of fuel, labor or materials), nothing contained herein shall be construed as obligating the Developer to construct future phases, or to construct such phases according to the present plans for future development, or in accordance with any time schedule. Developer reserves the right to modify the plan for future development at any time and from time to time (provided only that the approval of any governmental authority having jurisdiction over such modification is first obtained).

#### Existing Service or Maintenance Contracts Transferable to the Associations

In the event there are any service or maintenance contracts in existence as of the commencement of closings on title and which will be assumed by the Condominium Association or the Homeowners' Association, Developer agrees that said contracts will have a remaining term of not more than one year after the commencement of closings or will be cancellable at the option of the Association receiving such service or maintenance.

#### Acceptance of Condition of Property

Except for warranties (if any) created by reason of applicable provisions of the Condominium Act, the Developer makes no warranties, express or implied, respecting the Units, Common Elements or Common Area (including all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property included therein) unless they are expressly stated in writing by the Developer. Implied warranties of habitability and fitness are specifically excluded.

A purchaser in possession of his Unit pursuant to a lease with the Developer, shall accept said Unit at closing in its existing condition. A purchaser will accept the Common Elements and Common Area (including all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property included therein) in their present conditions on the date of contract, subject to reasonable use, wear, tear and natural deterioration between the contract date and closing of title.

With respect to the buildings in the Main Recreation Center, the roof and mechanical, electrical, plumbing, and structural elements are all in good condition and working order. With respect to the Units, Common Elements and Common Area, all servicing electrical, plumbing, and structural elements are in good working order. A certificate of a registered architect to this effect is included in Part II (see "Architect's Certificate").

With respect to the buildings in the Main Recreation Center, there is no termite damage, and termite infestation, if any, has been properly treated. A copy of an inspection report by a certified pest control operator is included in Part II (see "Termite Inspection Report").

#### Membership in Zellwood Station Country Club

A purchaser of a Unit will receive from the Developer at closing a Certificate of Membership in Zellwood Station Country Club. The Certificate will provide that the Owner of the Unit (including successor Owners) will be entitled family membership in the Country Club, whenever desired, at a reduced annual rate from that charged to non-residents of Zellwood Station. In the event the Unit Owner does not desire family membership, the Certificate will also entitle him to use the golf course at reduced daily green fees from that charged to non-residents of Zellwood Station. Membership in the Country Club is purely voluntary and ownership of a Unit carries no financial obligation with respect to the Country Club. All members will of course be subject to the rules and regulations of the Country Club.

Developer will spend not less than \$50,000 to construct a new club house and related facilities of a design to be determined by the Developer (including proshop, locker room, bar and snack shop) to replace a temporary structure now at the golf course. The new facilities will be completed about June, 1980.

#### Powers of the Architectural Committee

In order to preserve the harmonious and quality appearance of Zellwood Station, an architectural committee will be established pursuant to the Declaration of Covenants.

Generally speaking, no dwelling, building, fence, wall, patio cover or other structure may be commenced, painted, erected or maintained, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of the external design, color and location in relation to the surrounding structures and topography by the architectural committee.

The initial members of the architectural committee shall consist of persons designated by the Developer. Developer's designees shall have the right to hold office until all the Units planned for Zellwood Station have been constructed, or until December 31, 1988, whichever is the first to occur. Thereafter, each new member shall be appointed by the Board of Directors of the Homeowners' Association.



**Zellwood Station, A Cooperative Mobile  
Home Park, Master Form Proprietary  
Lease**

Orange Co FL 4650789  
11/01/93 11:21:03am  
OH Bk 4644 Pg 1 BCO  
Reg 858.00

PREPARED BY AND RETURN TO:  
Lee Jay Colling, Esquire  
Lee Jay Colling & Associates, P.A.  
28 North Orange Avenue, #700  
Orlando, Florida 32801

## ZELLWOOD STATION A COOPERATIVE MOBILE HOME PARK

### MASTER FORM PROPRIETARY LEASE

THIS MASTER FORM PROPRIETARY LEASE ("Agreement"), made as of this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between ZELLWOOD STATION CO-OP, INC., a Florida Corporation ("Co-op"), and \_\_\_\_\_ ("Member").

### WITNESSETH:

WHEREAS, the Co-op is a Florida not-for-profit cooperative corporation which manages the affairs of ZELLWOOD STATION, hereinafter referred to as "Park"; and,

WHEREAS, the Co-op is the owner of the real property described on Exhibit "A" attached hereto, and improvements located thereon, in the County of Orange, which property is owned as a cooperative pursuant to Chapter 719, Florida Statutes, and known as ZELLWOOD STATION at 2126 Spillman Drive, Zellwood, Florida 32798; and,

WHEREAS, the aforementioned real property of the Co-op is subject to a purchase money mortgage encumbering the park in favor of NATIONSBANK OF FLORIDA, N.A. in the principal amount of FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00) recorded in Official Records Book 4629, Page 3048 and UCC Financing Statement recorded in Official Records Book 4629, Page 3087 of the Public Records of Orange County, Florida; the Articles of Incorporation, Bylaws and Rules and Regulations of ZELLWOOD STATION CO-OP, INC and ZELLWOOD STATION COMMUNITY ASSOCIATION, INC.; and the Declaration of Covenants, Restrictions and Easements of ZELLWOOD STATION COMMUNITY ASSOCIATION, INC. recorded in Official Records Book 3034, Pages 1494 to 1516 Public Records of Orange County, Florida and all recorded amendments thereto

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WHEREAS, the Co-op has granted, or proposes to grant, exclusive possession of Lots (Units) in the Park to its Members by instruments known as a Memorandum of Proprietary Lease which incorporates, by reference, the terms of this Master Form Proprietary Lease; and,

WHEREAS, the Member is the owner of Membership Certificate Number \_\_\_\_\_ of the Co-op, to which this Agreement is appurtenant and which has been allocated to Unit \_\_\_\_\_ in the Park.

NOW, THEREFORE, in consideration of the premises:

1. Demised Premises Term. The Co-op hereby leases to the Member, and the Member hereby accepts from the Co-op, subject to the terms and conditions hereof, Unit \_\_\_\_\_, ZELLWOOD STATION, as described in Exhibit "B" (plot plan) of this Agreement for a term of years from \_\_\_\_\_, 1993, to \_\_\_\_\_, 2092 (unless sooner terminated as provided herein). As used herein, the word "unit" means the designated lot in the mobile home park, which is the subject of this Agreement, together with the appurtenances and fixtures which are allocated exclusively to the occupant of the unit.

2. Rent and Assessments, Maintenance, Common Expenses-How Determined.

A. The Member shall pay rent and assessments, and maintenance or common expenses, in accordance with the rent and assessment, maintenance or common expense schedule established as hereafter set forth.

B. In accordance with Section 719.108, Florida Statutes, the owners of Membership Certificates and Proprietary Leases (hereafter "Members") shall be liable for the payment of rent and assessments, maintenance or common expense, and mortgage payment, and for the upkeep and maintenance of the corporate property, including, but not limited to, expenses of operation, taxes, insurance, repairs, betterments and utilities. In addition, they shall be liable for the salaries of the manager and other employees, professional and other fees and other operating costs and operation items.

C. The Board of Directors or Board of Administration (hereinafter referred to as "Directors") of the Co-op from time to time, according to Section 719.108, Florida Statutes, shall fix the sum of money needed for the operation of the Co-op. It shall determine the amount required by operating items and costs such as mortgage payments, maintenance, taxes, insurance, repairs, betterments and utilities, salaries of the manager and other employees, professional and other fees and any other sums necessary to the upkeep, operation and maintenance of the Co-op's property; and the Co-op's share of the operation and maintenance of the Community Association property as determined by ZELLWOOD STATION COMMUNITY ASSOCIATION, INC.

D. The percentage of common expenses allocated to each unit at the time of the recordation of this Master Form Proprietary Lease is 1/916 based upon a total of nine

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hundred sixteen (916) units in the Park. The Co-op may develop property within the Park for the purpose of adding up to seven hundred sixty (760) Units to the Park, which property is currently subject to a right of first negotiation to Purchase by the Co-op. In the event the Co-op purchases, develops and adds Units to the Park, the percentage of common expenses allocated to each unit would be changed to reflect the total number of Units in the Park. It is possible that the two hundred eighty three (283) condominium units presently located in the Park could, at some time in the future, be converted from condominium to cooperative units. The determination of the percentage allocation shall be made by the Board of Directors except that the percentage allocation shall not be based on less than six hundred ninety-two (692) units (the number of lots currently owned and occupied) nor more than one thousand nine hundred fifty-nine (1,959) total units without the Members' written consent. However, the exact amount of maintenance or common expense charges may be increased or decreased based upon an increase or decrease in the estimated operating budget of the Co-op.

E. The Directors shall establish the rent and assessments for each unit. If the Directors fail to make a new rent and assessment, the Members shall pay at the current rate until a new rate is determined.

F. The Directors are empowered in the manner and subject to Chapter 719, Florida Statutes, to levy and collect rent and assessments for all mortgage payments, operation or maintenance expenses and other ordinary expenses. Special assessments, as required, are to be paid and levied in the same manner as regular assessments. The Members shall pay all rent and assessments against their individual units promptly when due.

G. All rent and assessments paid by Members to the Co-op for maintenance or common expenses shall be used by the Co-op to pay its obligations as authorized by the Directors. Any excess received from Members and held by the Co-op at the conclusion of its taxable year, whether calendar or fiscal, will be deemed to be common surplus. Each Member shall own any common surplus of the Cooperative in the same percentage as the common expenses are shared, which for his unit is the percentage as stated in 2.D. above. The ownership of common surplus does not include the right to withdraw or require payment or distribution of the same. The common surplus at the discretion of the Directors may be used by the Co-op to apply against future expenses of the Co-op.

H. All rent and assessments due hereunder shall be payable in advance in equal monthly installments on the first day of each month unless the Directors, at the time of their determination of the Cash Requirements, shall otherwise direct. Members shall also pay such additional charges and assessments as may be provided herein when due.

1. Accurate records and books of account shall be kept by the Directors and shall be open to inspection by Members in accordance with Section 719.104, Florida Statutes.

3. Accompanying Membership Certificates to be Specified in Agreements. In every Agreement executed by the Co-op there shall be specified, the Membership Certificate number and percentage of payment for maintenance or common expenses of the Co-op issued to a Member.

4. Cash Requirements Defined. "Cash Requirements," whenever used herein, shall mean the estimated amount in cash, as determined by the estimated operating budget of the Co-op promulgated and adopted from year to year, which the Directors shall, from time to time, in their judgment, determine to be necessary or proper for:

- (1) the operation, maintenance, care, alteration and improvement of the corporate property during the year or portion of the year for which such determination is made;
- (2) payment of Community Association assessments;
- (3) the creation of such reserve for contingencies as they may deem proper;
- (4) statutory reserves, unless voted against by the Membership; and
- (5) the payment of any obligations and liabilities, including mortgage payments, or expenses incurred, or to be incurred, after giving consideration to:
  - (i) income expected to be received during such period (other than common expense, assessments, and rent), and
  - (ii) cash on hand which the Directors, in their discretion, may choose to apply.

The Directors may, from time to time, modify their prior determination and increase or diminish the amount previously determined as Cash Requirements of the Co-op for the year or portion thereof. No determination of Cash Requirements shall have any retroactive effect on the amount of the assessment payable by Members for any period prior to the date of such determination. All determinations of Cash Requirements shall be conclusive as to all Members.

f. Services by Co-op. The Co-op shall, subject to the discretionary power of the Board of Directors, provide the following services to residents of the Park:

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- A. All community facilities shall be maintained and operated in a neat and clean condition;
  - B. All common grounds shall be maintained in a neat condition;
  - C. All common grass areas shall be maintained and mowed regularly; plants and shrubs on common grounds shall be maintained in neat condition;
  - D. Trees located on common grounds shall be trimmed and/or removed by maintenance personnel; and
  - E. A management department will provide necessary maintenance and service for the Park facilities.
6. Damage to Unit or Common Facilities. If the unit (or means of access to a unit) or any of the common facilities of the Co-op shall be damaged by fire or other cause covered by multi-peril policies commonly carried by cooperative corporations, the Co-op shall, at its own cost and expense, with reasonable dispatch after receipt of notice of said damage, repair or replace the same, or cause the same to be repaired or replaced, with materials of a kind and quality then customarily in use, the unit and means of access thereto, and the common facilities but not including the mobile home, cabanas, sheds, landscaping or other improvements installed by Member on the unit.
7. Assignment of Co-op's Rights Against Occupant. If at the date of the commencement of this Agreement, a third party should be in possession or have the right of possession of the unit, then the Co-op hereby assigns to the Member all of the Co-op's rights against said third party from and after the date of commencement of the term hereof, and the Member by the execution hereof assumes all of the Co-op's obligations to said third party from said date. Co-op agrees to cooperate with the Member, but at the Member's expense, in the enforcement of the Member's rights against said third party.
8. Cancellation of Prior Agreements. If at the date of commencement of this Agreement, the Member has the right of possession of the unit under any agreement or statutory tenancy, this Agreement shall supersede such agreement or statutory tenancy, which shall be of no further effect after the date of commencement of this Agreement.
9. Quiet Enjoyment and Possession. Member, upon paying the rent and assessments and performing the covenants and complying with the conditions on the part of Member to be performed as herein set forth, shall, at all times during the term hereof, granted, quietly have, hold and enjoy the unit without any interference or hindrance from the Co-op; subject, however, to the rights of present tenants or occupants of the unit, if any, and subject to any and all mortgages on the land and improvements as provided in Paragraph 17 below.

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10. Inspection and Acceptance of Units and Common Areas. Member has inspected the unit and common property and accepts the same in its present condition.

11. Use of Common Areas. Member shall have the right of joint use and enjoyment in common with other Members of the common areas and the property of the Co-op not specifically granted to other Members, except insofar as it may be limited or restricted by this Agreement, the Articles of Incorporation, By-Laws, and Park Rules and Regulations. Member's use of common areas and property shall not encroach upon the rights of other Members.

11a. Association Common Areas/No Voting Rights. ZELLWOOD STATION COMMUNITY ASSOCIATION, INC., a Florida corporation ("Association") owns certain unencumbered real property located within the Park. The amenities and improvements on the Association property include the Clubhouse, three (3) buildings which serve as combination meeting/billiard room, meeting/sewing room and meeting/exercise room, two (2) tennis courts, eight (8) shuffleboard courts and a swimming pool. The amenities located on the Association property are available for use by members of the Co-op. Membership in the Association is limited to owners in fee simple of lots in the Park. At the present time, the membership of the Association is comprised of individual owners of 283 condominium lots and the Co-op, which owns 916 lots of which 692 are presently occupied. The Co-op, by virtue of its fee simple ownership of the 692 occupied and 224 unoccupied lots, is presently entitled to 692 votes at all Association membership meetings. The members of the Co-op as holders of Proprietary Leases on their lots have the right to use the Association property and the amenities located thereon, but have no right to vote in Association elections or on Association matters.

11b. Expansion Lots. Co-op has acquired title to 225 unoccupied lots, as more particularly described by lot number in Exhibit "C" attached hereto (the lot numbers being as shown on the plot plan attached as Exhibit "B"). In return, the Co-op executed a Promissory Note for \$2,812,500.00 with interest at 7% per annum, maturing in five years, in payment therefor.

The Co-op intends to market these lots to future residents. If such marketing is not successful, Co-op has the option to cancel the \$2,812,500.00 Note by (1) conveying back to the Note holder the fee simple title to lots not sold (subject to existing encumbrances, easements and restrictions), or (2) assigning over to the Co-op shares related to such lots not then sold by the Co-op. In any event, Co-op must pay for 20 lots at the rate of \$10,000.00 per lot, plus accrued interest, if the Note is canceled. Co-op has agreed that none of the 225 lots, while vacant, (a lot with an unoccupied model home thereon shall be considered vacant) will be annexed into the community association. Upon the sale of a share(s) as to such lot(s) and the occupation of a home on such lot(s), the lot(s) will be annexed into the community Association. After transfer to the Note holder, Co-op will have a proxy to vote the shares relative to such lots, while such lots are vacant. In this

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connection, Co-op has agreed not to vote for any such action that would adversely impact any of the 225 lots which are not occupied. Nevertheless, the owner of the shares relative to such unoccupied lots will be required to pay the property taxes thereon, and to maintain the physical condition of the lots."

12. Indemnity. Member agrees to save Co-op harmless from all liability, loss, damage and expense arising from injury to person or property occasioned by the failure of the Member to comply with any provision hereof, or die wholly or in part to any act, default or omission of the Co-op, its agents, servants or contractors when acting as agent for Member as in this Agreement provided. This paragraph shall not apply to any loss or damage when the Co-op is covered by insurance which provides for waiver of subrogation against Member.

13. Payments. Member will pay the rent and assessments to Co-op upon the terms and at the times herein provided without any deduction or action or any set-off or claim which Member may have against the Co-op; and, if Member shall fail to pay any installment promptly, Member shall pay interest thereon at the maximum legal rate from the date when such installment shall have become due to the date of payment thereof. The Co-op shall be entitled to a lien against Member's unit to secure such interest charges.

14. Park Rules. The Co-op has adopted Park Rules and Regulations (hereinafter "Rules") and the Directors may alter, amend or repeal such Rules and adopt new Rules. This Agreement shall be in all respects subject to such Rules which, when a copy thereof has been furnished to the Member, shall be taken to be part hereof, and Member hereby covenants to comply with all Director approved Rules and see that they are observed by family and guests. Breach of a Rule shall be a default under this Agreement. The Co-op shall not be liable or responsible to Member for the non-observance or violation of Rules by any other Member or person.

15. Use of Premises. Member shall not, without the written consent of the Co-op on such conditions as the Co-op may prescribe, occupy or use the unit or permit the same or any part thereof to be occupied or used for any purpose other than (i) as a private dwelling for Member or members of Member's family, but in no event shall more than two (2) persons, one of which shall be fifty-five (55) years of age or older, permanently reside in the unit without consent of the Directors, and (ii) for any home occupation use permitted under, and subject to compliance with the By-laws of the Co-op, the Rules, applicable zoning law, building code or other rules and regulations of governmental authorities having jurisdiction, all of the above as may be amended from time to time. In addition to the foregoing, the unit may be occupied from time to time by qualifying guests or Member, as long as such occupancy does not violate applicable zoning laws, building codes or other rules and regulations of governmental authorities having jurisdiction. Occupancy by guests of Member shall be for a period of time not exceeding fifteen (15) consecutive days or 30 total days per year, unless a longer period is approved in writing

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by the Directors. No guests may occupy the unit unless one or more of the Members are then in occupancy or unless consented to in writing by the Directors.

16. Subletting-Assignment.

A. Subletting. Member shall not sublet the whole or any part of the unit, or renew or extend any previously authorized sublease, unless consent thereto shall have been duly authorized by a resolution of the Directors, or given in writing by a majority of the Directors. Any consent to subletting may be subject to such conditions as the Directors may impose. There shall be no limitation on the right of Directors to grant or withhold consent, for any reason or for no reason, to a subletting. No consent to a subletting shall operate to release the Member from any obligation hereunder.

B. Assignment. Member shall not assign this Agreement or transfer the appurtenant Membership Certificate or any interest therein, and no such assignment or transfer shall take effect as against the Co-op for any purpose, until:

(1) An Agreement for Assignment, in a form approved by the Co-op, executed by the Member ("Assignor") and the Purchaser ("Assignee"), which Agreement shall set forth the terms and conditions of the Assignment, together with disclosure of qualifications, recordation, proration and closing costs.

(2) An instrument of assignment in a form approved by the Co-op executed and acknowledged by the Member (Assignor) shall be delivered to the Co-op; and

(3) An agreement, in a form approved by the Co-op, executed and acknowledged by the Assignee, who shall meet the Membership requirements under this lease and who assumes and agrees to be bound by all the covenants and conditions of this Agreement to be performed or complied with by Member on and after the effective date of said assignment, shall have been delivered to the Co-op; or, at the request of the Co-op, the Assignee shall have surrendered the assigned Agreement and entered into a new Agreement in the same form for the remainder of the term, in which case the Member's Agreement shall be deemed canceled as of the effective date of said assignment; and

(4) The Membership Certificate of the Co-op to which this Agreement is appurtenant shall have been transferred to the assignee, with proper transfer taxes paid and stamps affixed, if any; and

(5) At the option of the Co-op, subject to the provisions of Paragraph 21B, all sums due from Member shall have been paid to the Co-op.

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together with a sum fixed by the Directors to cover a screening fee of the Co-op and its management in connection with such assignment and transfer of Membership Certificate, providing same does not exceed the sum of Seventy Five Dollars (\$75.00); and

(6) Except in the case of an assignment, transfer or bequest of the Membership Certificate and this Agreement to Member's spouse or adult siblings or parents and, except as otherwise provided in this Agreement, consent to such assignment shall have been authorized by resolution of the Directors, or given in writing by a majority of the Directors.

C. Right of First Refusal. In the event the Directors disapprove the proposed assignment, and, if a Member still desires to consummate such assignment, the Member shall, thirty (30) days before such assignment, give written notice to the Secretary of the Co-op of Member's intention to assign on a certain date, together with the price and other terms thereof.

Completely apart from, and in addition to, the Co-op's right to approve or disapprove any proposed sale or assignment, the Co-op is hereby given and granted a right of first refusal to purchase each Membership Certificate and the Agreement which is appurtenant thereto. If the Co-op is desirous of exercising its right of first refusal to purchase said Membership Certificate and the attendant Agreement on the same terms and conditions as are contained in a bona fide written offer, then the Co-op shall notify the Member holding the Membership Certificate of the exercise by the Co-op of its election to purchase, such notice to be in writing and sent by certified mail to said Member within fifteen (15) days of receipt by the Co-op of Member's notice to the Secretary of the Co-op of Member's intention to assign or sell.

If the Co-op has elected to take an assignment or purchase as aforementioned, then, upon notifying the Member holding such Membership Certificate and Agreement of its election, the Co-op shall consummate said purchase on all the terms and conditions as those contained in the offer. In the event the Directors do not exercise their right within the fifteen (15) day period, then the Member desiring to sell or assign may complete the sale or assignment and transfer the Membership Certificate within a reasonable time thereafter at the price and terms given in his notice, but at no other price or terms without repeating the procedure outlined above.

In the event the Member sells or assigns without first complying with the terms hereof, the Co-op shall have the right to redeem the assignment from the purchaser, according to the provisions hereof. The Co-op's rights shall be exercised by reimbursing the purchaser for the monies expended, and, immediately after such reimbursement, the purchaser or transferee shall convey his right, title and Membership Certificate to the Co-op. An affidavit of the Secretary stating that the Directors approved in all respects on a certain date the sale or assignment to a third party shall be conclusive evidence of such

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fact, and, from the date of approval as stated in the affidavit, the redemption rights herein afforded the Co-op shall terminate. An affidavit of the Secretary of the Co-op, stating that the Directors were given proper notice on a certain date of the proposed sale or assignment and that, thereafter, all provisions hereof which constitute conditions precedent to the subsequent assignment of a unit to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts. Such affidavit shall not be evidence of the fact that the subsequent assignment or purchase to such persons was made on the approval, but one hundred twenty (120) days after the date of the notice to the Directors, as stated in the affidavit, the redemption rights herein afforded the Co-op shall terminate.

D. Death of Member. Membership Certificates and Agreements may be held jointly with right of survivorship; however, in case of the death of a person holding sole ownership of a Membership Certificate, the surviving spouse, if any, and, if no surviving spouse, the other Member or members or such owner's family residing with the owner at the time of his death may continue to occupy the unit; and, if such surviving spouse or other surviving members of the decedent owner's family shall have succeeded to ownership of the unit, by gift, bequest or otherwise, the ownership thereof shall be transferred by legal process to the new owner. In the event the decedent shall have conveyed or bequeathed ownership of his unit to some designated person or persons other than a surviving spouse or members of his family, or if some other person is designated by the decedent's legal representative to receive the ownership of the unit, or if, under the laws of descent and distribution in the State of Florida, the unit descends to some person or persons other than a surviving spouse or family member, the Directors, within thirty (30) days from the date the Co-op is given actual notice in writing of the name of the devisee or descendant, may express its refusal or acceptance of the individual or individuals so designated as a Member. If the Directors consent, ownership of the unit may be transferred by proper assignment of the Agreement and its appurtenant Membership Certificate to the person or persons so designated who shall, thereupon, become certificate holders of the Co-op subject to the provisions of this Agreement and the By-Laws and Articles of Incorporation. If the Directors shall refuse to consent, then the Co-op shall be given an additional thirty (30) days to exercise its right of first refusal to have the Agreement and Membership Certificate appurtenant thereto transferred to it for its own account upon the same terms and conditions of first refusal as provided by Subparagraph C above. The purchase price shall be for cash and, if the Co-op and the personal representative are unable to agree upon a purchase price within fifteen (15) days from exercise of the Co-op's election to purchase, then the purchase price shall be determined by an appraiser appointed by the Co-op and the personal representative. In the event the Co-op does not exercise its right of first refusal to purchase, then the person or persons named in the notice may take title to the unit by the proper assignment of the decedent's Agreement and its appurtenant Membership Certificate; but such transfer shall be subject in all other respects to the provisions of this Agreement and the By-Laws and Articles of Incorporation.

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E. Director Approval Required. Sales and assignments to assignees other than individual assignees (natural persons) are expressly prohibited, unless written consent therefor is first obtained from the Directors. Directors' consent thereto may be withheld without limitation or explanation.

F. Assignment to Co-op. If the purchaser, lessee or assignee of a Membership Certificate and the Agreement appurtenant thereto is a corporation, the Directors' approval may be conditioned upon approval of the Co-op/occupants of the unit.

17. Agreement Subordinate to Mortgage. This lease shall be subject to and subordinate to the purchase money mortgage encumbering the park in favor of NATIONSBANK OF FLORIDA, N.A. in the principal amount of FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00) recorded in Official Record Book 4629, Page 3048 and UCC Financing Statement recorded in Official Records Book 4629, Page 3087, of the Public Records of Orange County, Florida and all extensions, renewals or amendments thereof; the Articles of Incorporation, Bylaws and Rules and Regulations of ZELLWOOD STATION CO-OP, INC. and ZELLWOOD STATION COMMUNITY ASSOCIATION, INC.; and the Declaration of Covenants, Restrictions and Easements of ZELLWOOD STATION COMMUNITY ASSOCIATION, INC. recorded in Official Records Book 3034, Pages 1494 to 1818, Public Records of Orange County, Florida and all recorded amendments thereto, and to any and all extensions, modifications, consolidations, renewals, refinances, future advances and replacements thereof. This clause shall be self-operative and no further instrument of subordination shall be required to give such Mortgage priority over this Agreement. In confirmation of such subordination, Member shall, at any time and from time to time, on demand, execute any instruments that may be required by any mortgagee for the purpose of more formally subjecting this Agreement to the lien of any such mortgage or mortgages, and the duly elected officers of the Co-op are and each of them is hereby irrevocably appointed attorney-in-fact and agent of the Member to execute the same upon such demand, and the Member hereby ratifies any such instrument executed by virtue of the power of attorney hereby given. A DEFAULT IN THE TERMS OF SUCH MORTGAGE ENTITLES THE HOLDER THEREOF TO FORECLOSE THIS LEASE AND ANY ASSIGNMENT THEREOF.

18. Alterations to the Unit. Member shall not, without first obtaining the written consent of the Co-op, alter the unit which is possessed hereunder in any way, or add to the mobile home or any of its fixtures and appurtenances. Member shall not change the mobile home or dwelling unit located on the lot or substantially alter its outward appearance without first having obtained written approval thereof from the Directors.

19. Insurance. The Co-op shall procure insurance on the common areas and upon the physical improvements contained in the Park. The Co-op shall also obtain casualty insurance on the premises which shall insure against loss as a result of personal injury

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occurring in the Park. Each Member shall be responsible for any insurance premium insuring Member's mobile home or dwelling unit or its contents, and Member's improvement, and Member shall be responsible for maintaining the same.

20. Mechanic's Lien. No Member shall have the right to cause the Co-op's interest in the land to become subject to a mechanic's lien under the laws of Florida, and, should a mechanic's lien be filed against the unit, then Member shall forthwith cause the lien to be discharged by payment, removal to security or otherwise, and, if Member shall fail to do so within ten (10) days after notice from the Co-op, then the Co-op may cause the lien to be discharged by payment, without investigation as to the validity thereof, or to any offsets or defenses thereto, and shall have the right to collect all amounts paid or incurred in connection therewith, including reasonable attorney's fees, if any, together with interest thereon from the time or times of payment at the maximum rate allowed by law, collectively referred to as "charges," which shall, until paid in full, be a non-statutory common law lien against Member's unit. Said lien may be foreclosed in the same manner as a mortgage on real property, shall bear interest at the highest lawful rate, and shall carry with it costs and attorney's fees, including appeals, incurred by collection.

21. Pledge and/or Mortgage of Membership Certificate and Agreement.

A. A pledge and/or mortgage by Member of this Agreement and the Membership Certificate to which it is appurtenant shall not be a violation of this Agreement; but, except as otherwise provided elsewhere herein, neither the pledgee nor mortgagee nor any transferee of the pledged security shall be entitled to have the Membership Certificate transferred of record on the books of the Co-op, nor to vote such Membership Certificate nor to occupy or permit the occupancy of others of the unit, nor to sell such Membership Certificate or this Agreement, without first obtaining the consent of the Co-op in accordance with and after complying with all of the provisions of Paragraph 16. The acceptance by the Co-op of payments by the pledgee or any transferee of the pledged security on account of assessment shall not constitute a waiver of the aforesaid provisions.

B. Notwithstanding the provisions of Subparagraph A of this Paragraph 21, or any other provisions of this Agreement to the contrary, the following provisions of this paragraph shall govern and be binding:

(1) The Co-op agrees that it shall give to any holder of a security interest in the Membership Certificate of the Co-op specified in the recitals of this Agreement, or pledgee or mortgagee of this Agreement who so requests (any such holder being hereinafter referred to as a "secured party"), a copy of any notice of default which the Co-op gives to the Member pursuant to the terms of the Agreement, and, if Member shall fail to cure the default specified in such notice within the time and in the manner provided for in this Agreement, then the secured party shall have an additional period of time, equal to the time originally

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given to the Member, to cure said default for the account of the Member, or to cause same to be cured, and the Co-op will not act upon said default, or cause same to be cured as aforesaid, until such additional period of time shall have elapsed and the default shall not have been cured.

(2) If this Agreement is terminated by the Co-op, as provided in Paragraph 29 of this Agreement or by agreement with the Member, then: (1) the Co-op shall give notice of such termination to the secured party and (2) upon request of the secured party made within thirty (30) days of the giving of such notice to the Co-op, the Co-op (i) shall commence and prosecute a summary disposition proceeding to obtain possession of the unit, all at the expense of the secured party, and (ii) upon securing possession, shall be privileged to pay to secured party the full amount of its lien on the Membership Certificate, or shall release the Membership Certificate to, and shall enter into a new proprietary lease for the unit with the secured party, or any individual designated by the secured party, all with the consent of the Directors to which reference is made in Paragraph 10. The holder of such certificate shall be a Member of the Co-op and shall, thereafter, be liable for the share of rent, common expenses or rent and assessments by the Co-op pertaining to such unit and be obligated to perform all of the Lessee's covenants under this lease.

(3) As to the priority between the lien of a secured party and the lien for assessment, whether a regular or special assessment, the lien for rent and assessments shall be superior to any non-institutional secured party regardless of when said assessment was due, but not to any institutional secured party. The Co-op shall maintain a register of secured parties, and said register shall designate whether said secured party is an institutional secured party or a non-institutional secured party. If the owner of an institutional security agreement/mortgage, or any other purchaser or purchasers of a unit, obtains the foreclosure of any institutional security agreement/mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquirer of title, or his successors and assigns, shall not be liable for their share of rent, common expenses or assessments by the Co-op pertaining to such unit or chargeable to the former owner of such unit which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid share of rent, common expenses or assessments shall be deemed to be common expenses collectible from all of the Members-owners of the units in the Cooperative, including such acquirer, his successors and assigns. It is understood that such acquirer shall be liable for their share of rent and assessments by the Co-op pertaining to such unit which become due after acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. In the event of a foreclosure or a voluntary conveyance in lieu of foreclosure pertaining to a non-institutional security agreement/leasehold

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mortgage, then such acquirer of title, his successors and assigns shall pay to the Co-op, on behalf of the Member or the proprietary lease, all rents and additional rents, common expenses or maintenance charges and other sums owed by the Member to the Co-op under this lease for the period ending on the date of issuance of the aforementioned Membership Certificate of the Co-op including, without limitation, all sums owed under this lease.

(4) If the purchase by the Member of the Membership Certificate allocated to the unit was financed by an institutional security agreement/mortgage and a default and foreclosure shall have occurred under the terms of the security agreement/mortgage, or either of them, entered into between the Member and the institutional secured party, notice of said default and foreclosure shall be given to the Co-op. The Co-op shall have the option to pay the secured party the full amount of its lien on the Membership Certificate, or reissue the Membership Certificate and enter into a new Agreement as directed by the secured party, without further consent of the directors. The holder of such certificate shall, thereafter, be liable for the share of rent, common expenses or assessments by the Co-op pertaining to such unit.

(5) If the purchase by the Member of the Membership Certificate allocated to the unit was financed by a non-institutional security agreement/mortgage, and a default and foreclosure shall have occurred under the terms of the security agreement/mortgage, or either of them, entered into between the Member and the non-institutional secured party, notice of said default and foreclosure shall be given to the Co-op. The Co-op shall have the option to pay the secured party the full amount of its lien on the Membership Certificate, or reissue the Membership Certificate and enter into a new Agreement as directed by the secured party, without further consent of the directors, providing all rent and assessments by the Co-op pertaining to such unit are simultaneously paid to the Co-op. The holder of such certificate shall, thereafter, be liable to the share of rent, common expenses or assessments by the Co-op pertaining to each unit.

(6) Without the prior written consent of any secured party who has requested a copy of any notice of default as hereinbefore provided in Subparagraph (B)(1) of this Paragraph 21: (a) the Co-op and the Member will not enter into any agreement modifying or canceling this Agreement; (b) no change in the form, terms or conditions of this Agreement, as permitted by Paragraph 4b, shall eliminate or modify any rights, privileges or obligations of a secured party as set forth in this Paragraph 21; (c) the Co-op will not terminate or accept a surrender of this Agreement, except as provided in Paragraph 29 of this Agreement and Subparagraph B(2) of this Paragraph 21; (d) the Member will not assign this Agreement or lease the unit; (e) any modification, cancellation, surrender, termination or assignment of this Agreement, or any lease of the unit not made in accordance with the provisions hereof, shall be void and of no effect; (f) the Co-

op will not consent to any further pledge or mortgage of this Agreement by Member or security interest created in the Membership Certificate; (g) the Member will not make any further pledge or mortgage or create any further security interest in the Membership Certificate or this Agreement; and (h) any further pledge or mortgage by Member or security interest shall be void and of no effect.

(7) A secured party claiming or exercising any of the rights and privileges granted it pursuant to the provisions of this Agreement shall be deemed to have agreed to indemnify the Co-op for all loss, liability or expense (including reasonable attorney's fees) arising out of claims by the Member, or his successors or assigns, against the Co-op or the secured party, or their respective successors or assigns, for acts or omissions to act on the part of either the Co-op or the secured party, or their respective successors or assigns, pursuant to this Subsection B. The Co-op will give the secured party written notice, with reasonable promptness, of any such claim against the Co-op, and the secured party may contest such claim in the name and on behalf of the Co-op with counsel selected by the secured party, at the secured party's sole expense. The Co-op shall execute such papers and do such things as are reasonably necessary to implement the provisions of this Subparagraph (7).

(8) Upon Member's final payment under the loan given by the secured party, or upon prepayment of said loan, secured party shall give the Co-op notice of such final payment or prepayment.

22. Co-op's Right to Remedy Member's Defaults. If the Member shall fail, for thirty (30) days after notice, to make repairs or perform maintenance to the structural components or mechanical, electrical, or plumbing elements of a unit, its fixtures or equipment, necessary to prevent damage to any unit, or, if a Member or any person dwelling in the unit shall request the Co-op, its agents or servants, to perform any act not hereby required to be performed by the Co-op, the Co-op may make such repairs, or arrange for others to do the same, or remove such objectionable condition or equipment, or perform such act, without liability on the Co-op; provided that, if the condition requires prompt action, notice of less than thirty (30) days may be given or, in case of emergency, no notice need be given. In all such cases the Co-op, its agents, servants and contractors, shall, as between the Co-op and the Member be conclusively deemed to be acting as agents of the Member and all contracts therefor made by the Co-op shall be so construed whether or not made in the name of the Member. If the Member shall fail to perform or comply with any of the covenants or provisions of this Agreement within the time required by a notice from the Co-op (not less than 5 days except in the case of an emergency), then the Co-op may, but shall not be obligated to comply therewith, and for such purpose enter the unit of the Member. The Co-op shall be entitled to charge the Member all expenses incurred or for which it has contracted hereunder, which charges shall, until paid in full, be a non-statutory common law lien against Member's unit. Said lien may be foreclosed in the same manner as a mortgage on real property, shall bear

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interest at the highest lawful rate, and shall carry with it costs and attorney's fees, including appeals, incurred by collection.

23. Surrender on Expiration of Term. On the expiration or termination of this Agreement, Member shall surrender to the Co-op possession of the unit with all permanent additions and improvements. Any personal property not removed by the Member on or before such expiration or termination of this Agreement shall, at the option of the Co-op, be deemed abandoned and shall become the property of the Co-op and may be disposed of by the Co-op without liability or accountability to the Member. Any personal property not removed by the Member, at or prior to the termination of this Agreement, may be removed by the Co-op to any place of storage and stored for the account of the Member without the Co-op in any way being liable for trespass, conversion or negligence by reason of any acts of the Co-op, or of the Co-op's agents, or of any carrier employed in transporting such property to the place of storage, or by reason of the negligence of any person in caring for such property while in storage. For purposes of this Agreement, Member's mobile home shall be deemed to be real property and not personal property after installation on Member's lot.

24. Cooperation. Member shall always in good faith endeavor to observe and promote the cooperative purposes for which the Co-op is incorporated.

25. Waivers. The failure of the Co-op to insist, in any one or more instances, upon a strict performance of any of the provisions of this Agreement, or to exercise any right or option herein contained, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver, or a relinquishment for the future, of any such provisions, options, or rights, but such provisions, options or rights shall continue and remain in full force and effect. The receipt by the Co-op of rent and assessments, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Co-op of any provision hereof shall be deemed to have been made unless in writing expressly approved by the Directors.

26. Notices. Any notice by or demand from either party to the other shall be duly given only if in writing and sent by certified or registered mail, return receipt requested, if to the Co-op, said notice or demand shall be addressed to the Co-op at the Park with a copy also sent to the Co-op's registered agent; if to the Member, the same shall be addressed to the unit. Either party may, by notice served in accordance herewith, designate a different address for service of such notice or demand. Notices or demands shall be deemed given on the date when mailed, except that notices of changes of address shall be deemed served when received.

27. Reimbursement of Co-op's Expenses. If Member shall at any time be in default hereunder, and the Co-op shall incur any expense (whether paid or not) in performing acts which the Member is required to perform or in instituting any action or proceeding based on such default, or defending or asserting a counterclaim in any action or

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proceeding brought by a Member, the expense thereof to the Co-op, including reasonable attorney's fees and disbursements, appellate fees and costs, if any, shall be charged to the Member by the Co-op. Such charges shall, until paid in full, be a non-statutory common law lien against Member's unit. Said lien may be foreclosed in the same manner as a mortgage on real property, shall bear interest at the highest lawful rate, and shall carry with it costs and attorney's fees, including appeals, incurred by collection.

28. Co-op's Immunities.

A. The Co-op shall not be liable, except by reason of the Co-op's gross negligence, for any failure or insufficiency of water supply, electric current, gas, telephone, utility or other service, or for interference with light, air, view or other interests of the Member. No abatement of assessment or other compensation or claim of eviction shall be made or allowed because of the making of, or failure to make or delay in making, any repairs or alterations to the common facilities, or any fixtures or governmental regulation or for interruption or curtailment, due to accidents, alterations, or repairs, or to difficulty or delay in securing supplies or labor or other cause beyond the Co-op's control, unless due to the Co-op's gross negligence.

B. The Co-op shall not be responsible for any property left with, or entrusted to, any employee of the Co-op, or for the loss of or damage to any property of the Member or a guest of a Member within or without the unit by theft or otherwise.

29. Termination of Agreement by Co-op. If, upon the happening of any of the events mentioned in Subparagraphs A through J, inclusive, of this Paragraph 29, or at any time thereafter, the Co-op shall give to the Member a notice stating that the term hereof will expire on a date at least five (5) days thereafter, the term of this Agreement shall expire on the date so fixed in such notice as fully and completely as if it were the date herein definitely fixed for the expiration of the term; and all rights, title and interest of the Member hereunder shall, thereupon, terminate and Member shall quit and surrender the unit to the Co-op, it being the intention of the parties hereby to create a conditional limitation; and, thereupon, the Co-op shall have the right to re-enter the unit and to remove all persons and personal property therefrom, either by summary dispossession proceedings, or by any suitable action or proceeding at law or in equity, and to repossess the unit in its former state as if this Agreement had not been made, and no liability whatsoever shall attach to the Co-op by reason of the exercise of the right of re-entry, repossession and removal herein granted and reserved.

A. If the Member shall cease to be the owner of the Membership Certificate to which this Agreement is appurtenant, or if this Agreement shall pass or be assigned to anyone who is not then the owner of said Membership Certificate.

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B. If at any time during the term of this Agreement:

(1) the then holder hereof shall be adjudicated a bankrupt under the laws of the United States; or

(2) a receiver of all property of such holder of this Agreement shall be appointed under any provisions of the laws of the State of Florida, or under any statute of the United States, or any statute of any state of the United States and the order appointing such receiver shall not be vacated within thirty (30) days; or

(3) such holder shall make a general assignment for the benefit of creditors; or

(4) the Membership Certificate owned by such holder to which this Agreement is appurtenant shall be duly levied upon under the process of any court whatsoever, unless such levy shall be discharged within thirty (30) days; or

(5) this lease, or the Membership Certificate to which it is appurtenant, shall pass, by operation of law or otherwise, to anyone other than the Member herein named, or a person to whom such Member has assigned this lease in the manner herein permitted; but this subsection (v) shall not be applicable if, within eight (8) months after the death of the Member (which time period may be extended by the Directors), this Agreement and the Membership Certificate shall have been transferred to any assignee in accordance with Paragraph 16 hereof; or

(6) this Agreement, or the Membership Certificate to which it is appurtenant, shall pass to anyone other than the Member herein named by reason of a default by the Member under a pledge, security agreement or a mortgage made by Member;

C. If there be an assignment of this Agreement, or any leasing hereunder, without full compliance with the requirements of Paragraph 16 hereof; or if any person not authorized by Paragraphs 15 or 16 shall be permitted to use or occupy the unit and the Member shall fail to cause such unauthorized person to vacate the unit within ten (10) days after written notice from the Co-op;

D. If the Member shall be in default for a period of three (3) months in the payment of any assessment, or of any installment thereof, and shall fail to cure such default within ten (10) days after written notice from the Co-op;

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E. If the Member shall be in default in the performance of any covenant or provision hereof, other than the covenant to pay rent and assessments, and such default shall continue for thirty (30) days after written notice from the Co-op; provided, however, that, if said default constitutes the failure to perform any act the performance of which requires any substantial period of time, then, if within said period of thirty (30) days performance is commenced and thereafter diligently prosecuted to conclusion without delay and interruption, the Member shall be deemed to have cured said default;

F. If the Co-op shall at any time determine, upon the affirmative vote of seventy-five (75%) percent of its then Board of Directors, at a meeting duly called for that purpose, that because of objectionable conduct on the part of the Member or of a person dwelling or visiting in the unit, repeated after written notice from the Co-op, the occupancy of the Member is undesirable (it being understood, without limiting the generality of the foregoing, that to repeatedly violate or disregard the Park Rules now or hereafter established in accordance with the provisions of this Agreement or by the By-Laws, or to permit or to tolerate a person of disreputable, loose or immoral character to enter or remain in the unit, shall be deemed to be objectionable conduct);

G. If at any time the Co-op shall determine, upon the affirmative vote of a two-thirds (2/3) of its then Board of Directors at a meeting of such Directors duly called for that purpose, and the affirmative vote of the holders of record of at least ninety (90%) percent of its then issued Membership Certificates at a meeting duly called for that purpose, to terminate all Agreements;

H. If the common facilities shall be destroyed or damaged and seventy-five (75%) percent of the Members shall decide not to repair or rebuild;

I. If at any time the common facilities or a substantial portion thereof shall be taken by condemnation proceedings; and

J. If the Member shall default in the payment or performance of any of the Member's obligations under any pledge, note, mortgage, or other security agreement (the security agreement) given a secured party (who complied with the provisions of Paragraph 16.B), and written notice of such default is given to the Co-op by the secured party or its counsel;

30. Co-op's Rights After Member's Default.

A. In the event the Co-op resumes possession of the unit, either by summary proceedings, actions of ejectment or otherwise, because of a default by the Member in the payment of any rent and assessments due hereunder, or on the expiration of the term pursuant to a notice given as provided in Paragraph 29 hereof; or upon the happening of any event specified in Subsections A through F, inclusive, or J of Paragraph 29, the Member shall continue to remain liable for payment of a sum equal to the sums which

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would have become due hereunder and shall pay the same in installments at the time such sums would be due hereunder. No suit brought to recover any installment or assessment shall prejudice the right of the Co-op to recover any subsequent installment. After resuming possession, the Co-op may, at its option, from time to time (i) lease the unit for its own account, or (ii) lease the unit as the agent of the Member, in the name of the Member or in its own name, for a term which may be less than or greater than the period which would otherwise have constituted the balance of the term of this Agreement. Any such leasing of the unit shall be deemed for the account of the Member unless, within ten (10) days after such lease, the Co-op shall notify the Member that the premises have been leased for the Co-op's own account. The fact that the Co-op may have leased the unit as agent for the Member shall not prevent the Co-op from thereafter notifying the Member that it proposes to lease the unit for its own account. If the Co-op leases the unit as agent for the Member, it shall, after reimbursing itself for its expenses and repairs in and to the unit, apply the remaining avails of such leasing against the Member's continuing obligations hereunder. There shall be a final accounting between the Co-op and the Member upon the earliest of the four (4) following dates: (i) the date of the expiration of the term of this Agreement as stated on Page 1 hereof; (ii) the date as of which a new Agreement covering the unit shall have become effective; (iii) the date the Co-op gives written notice to the Member that it has leased the unit for its own account; (iv) the date which all Agreements of the Co-op terminate. From and after the date upon which the Co-op becomes obligated to account to the Member, as above provided, the Co-op shall have no further duty to account to the Member for any avails from leasing or entering into a new Agreement, and the Member shall have no further liability for sums thereafter accruing hereunder, but such termination of Member's liability shall not affect any liabilities theretofore accrued.

B. If the Member shall at any time, in compliance with paragraph 16(A) hereto, lease the unit and shall default in the payment of any sum due hereunder, the Co-op may, at its option, so long as such default shall continue, demand and receive from the tenant the sums due or becoming due from such tenant to the Member, and apply the amount to pay sums due or to become due from the Member to the Co-op. Any payment by the tenant to the Co-op shall constitute a discharge of the obligation of such tenant to the Member to the extent of the amount so paid. The acceptance of payments from any tenant for the Member shall not be deemed a consent to, or approval of, any leasing or assignment by Member or a release or discharge of any of the obligations of the Member hereunder.

C. Upon the termination of this Agreement under the provisions of Subdivisions A through F, inclusive, and J of Paragraph 29, the Member shall surrender to the Co-op the Membership Certificate of the Co-op owned by the Member to which this Agreement is appurtenant. Whether or not said certificate is surrendered, the Co-op may issue a new Agreement for the unit and issue a new certificate for the Membership Certificate of the Member allocated to the unit when a purchaser therefor is obtained, provided that the issuance of such Membership Certificate and such Agreement to such purchaser is

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authorized by a resolution of the Directors. Upon such issuance, the certificate owned or held by the Member shall be automatically canceled and rendered null and void. The Co-op shall apply the proceeds received for the issuance of the new Membership Certificate, first, towards the payment of Member's indebtedness hereunder (including interest, attorney's fees and appellate fees and costs, if any), and other expenses incurred by the Co-op; second, if said termination shall result pursuant to Subdivision J of Paragraph 29 by reason of a default under the security agreement, towards the payment of Member's indebtedness under the security agreement (including all costs, expenses and charges payable by the Member thereunder); and, third, if the proceeds are sufficient to pay the same, the Co-op shall pay over any surplus to the Member, but, if insufficient, the Member shall remain liable for the balance of the indebtedness due hereunder or (if applicable) under said security agreement. Upon issuance of any such new Agreement and certificate, Member's liability hereunder shall cease and Member shall only be liable for rent and assessments and expenses accrued to that time. The Co-op shall not, however, be obligated to sell such Membership Certificate and appurtenant Agreement or otherwise make any attempt to mitigate damages.

31. Waiver of Right of Redemption. The Member hereby expressly waives any and all right of redemption in case the Member shall be dispossessed by judgment or warrant of any court or judge. The words "enter," "re-enter" and "re-entry," as used in this Agreement, are not restricted to their technical legal meaning.

32. Surrender of Possession. Upon the termination of this Agreement under the provisions of Subdivisions A through F, inclusive, or J of Paragraph 29 of this Agreement, Member shall remain bound as provided in Paragraph 29 of this Agreement. Upon the termination of this Agreement under any other of its provisions, the Member shall be and remain liable to pay all rent and assessments or other charges due or accrued and to perform all covenants and agreements of the Member up to the date of such termination. On or before any such termination, the Member shall vacate the unit and surrender possession thereof to the Co-op or its assigns, and, upon demand of the Co-op or its assigns, shall execute, acknowledge and deliver to the Co-op or its assigns any instrument which may reasonably be required to evidence the surrendering of all estate and interest of the Member in the unit.

33. Continuation of Cooperative Management of the Mobile Home Park After All Leases Terminated. No later than thirty (30) days after the termination of all proprietary leases, whether by expiration of their terms or causes other than foreclosure of the purchase money mortgage or any other master mortgage encumbering the park, a special meeting of the Members of the Co-op shall take place to determine whether: (a) to continue to operate the Mobile Home Park, (b) to alter, demolish or rebuild the common facilities or any part thereof, or (c) to sell the Mobile Home Park and liquidate the assets of the Co-op. The Directors shall carry out the determination made at said meeting of the Members of the Co-op, and all of the holders of Membership Certificates of the Co-op shall have such rights as inure to shareholders of Co-ops having title to real

estate. Each Member shall own an equity interest in the Co-op equal to his percentage of sharing of common expenses as set out in the By-Laws of the Co-op.

34. Unsold Membership Certificates. The term "unsold Membership Certificates" means, and has exclusive reference to, the Membership Certificates of the Co-op which are unsold, and they shall retain their character as such until such Membership Certificates become the property of a purchaser for bona fide occupancy (by himself or a member of his family) of the unit to which such Membership Certificate is allocated.

35. Foreclosure-Receiver. Notwithstanding anything contained in this Agreement, if any action shall be instituted to foreclose any mortgage on the Park, the Member shall, on demand, pay to the receiver appointed in such action rent and assessments, if any, owing hereunder on the date of appointment and shall pay thereafter to such receiver in advance, on the first day of each month during the pendency of such action, as rent hereunder, the assessment for the unit as last determined and established by the Directors prior to the commencement of said action; and such rent and assessments shall be paid during the period of such receivership, whether or not the Directors shall have determined and established the rent and assessments payable hereunder for any part of the period during which such receivership may continue. The provisions of this paragraph are intended for the benefit of present and future mortgagees of the land or the common facilities and may not be modified or annulled without the prior written consent of any such mortgage holder. Upon foreclosure of the Wrap-Around Mortgage or any master mortgage, the terms of paragraph 17 shall apply.

36. To Whom Covenants Apply. The references herein to the Co-op shall be deemed to include its successors and assigns, and the references herein to Member shall be deemed to include the personal representatives, legatees, distributees, successors and assigns of the Member, the covenants herein contained shall apply to, bind and inure to the benefit of the Co-op and its successors and assigns, and to the personal representatives, legatees, distributees, successors and assigns of the Member, except as otherwise provided.

37. Co-op's Additional Remedies. In the event of a breach or threatened breach by the Member of any provision hereof, the Co-op shall have the right of injunction and the right to invoke any remedy at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for, and the election of one or more remedies shall not preclude the Co-op from any other remedy. All remedies of the Co-op are cumulative to each other and any other remedies given by law.

38. Member More Than One Person. If more than one person is named as a Member hereunder, the Co-op may require the signatures of all such persons in connection with any notice to be given or action to be taken by the Member hereunder, including, without limiting the generality of the foregoing, the surrender or assignment of this Agreement, or any request for consent to assignment or leasing. Each person named as Member

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DR 4644 Pg 1402  
Orange Co FL 43072

shall be jointly and severally liable for all of the Member's obligations hereunder. Any notice by the Co-op to any person named as Member shall be sufficient, and shall have the same force and effect, as though given to all persons named as Member.

39. Effect of Partial Invalidity. If any clause or provision herein contained shall be adjudged invalid, the same shall not affect the validity of any other clause or provision of this Agreement, or constitute any cause of action in favor of either party as against the other.

40. Notice to Co-op of Default. Member may not institute an action or proceeding against the Co-op, or defend or make a counterclaim in any action by the Co-op, related to the Member's failure to pay rent and assessments if such action, defense or counterclaim is based upon the Co-op's failure to comply with its obligations under this Agreement or any law, ordinance or governmental regulation, unless such failure shall have continued for thirty (30) days after giving written notice thereof by the Member to the Co-op.

41. Unity of Membership Certificate and Agreement. The Membership Certificate of the Co-op held by the Member and allocated to the unit has been acquired and is owned subject to the following conditions agreed upon with the Co-op and with each of the other Members for their mutual benefit:

A. The Membership Certificate is transferable only as an entirety and only in connection with a simultaneous transfer of this Agreement.

B. The Membership Certificate shall not be sold except to the Co-op or to an assignee of this Agreement after compliance with all of the provisions of Paragraph 16 of this Agreement relating to assignments.

42. Unit Boundaries. The boundaries of each unit in the Mobile Home Park leased by the Co-op shall be as follows:

- A. Boundaries abutting streets and driveways in the Mobile Home Park shall be the edge of the street or driveway.
- B. Boundaries between units on the side and to the rear shall be the boundaries currently maintained on the date of recording of this Proprietary Lease.
- C. Boundaries not covered under either A or B of this paragraph shall be the boundaries currently observed on the date of the recording of the Proprietary Lease.

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- D. Should any dispute arise over the location of any boundary of a unit, the Directors shall determine such boundary by a majority vote of a quorum of the Directors, which determination shall be final.
43. Payment of Taxes and Other Costs by the Co-op. To the limit of its resources and out of funds provided by Members of the Co-op, the Co-op shall:
- A. Pay all taxes and assessments that may be levied against the property of the Co-op, except that if taxes and assessments are assessed and billed to separate units, then the Member of the unit shall pay same;
  - B. Pay the premium on all necessary insurance required to be carried by the Co-op by this Agreement;
  - C. Pay all necessary expenses incurred for the operation and maintenance of the Co-op's property; and
  - D. Pay all required mortgage payments to the mortgagees holding a mortgage on the Co-op's property.
44. Non-Applicability of Florida Statutes Chapter 83 to Agreement. The provisions of Florida Statutes, Chapter 83, relating to interest on rental deposits to be paid to tenants by a corporation, shall not apply in the case of this Agreement.
45. Interest Rate in the Event of Default of Member. Any payment required under this Agreement that Member fails to make bears interest at the highest rate allowed by law from the date due until paid.
46. Amendment to this Agreement. This Agreement may be amended by the approval of a resolution adopting such amendment by not less than seventy-five (75%) percent of the Members of the Co-op. Amendments may be proposed by either the Board of Directors or by not less than fifty (50%) percent of the Members of the Co-op.
- Notice of the intention to propose an amendment, together with the text of the proposed amendment, shall be included in the notice of any meeting at which a proposed amendment is to be considered. Members not present at the meeting considering the amendment may, in writing, appoint another Member to act as proxy for the purpose of voting at any such meeting.
- No amendment shall change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to such unit, or change the proportion or percentage by which the owner of the unit shares in common expenses and owns the common surplus unless the record owner thereof and all lienors of record on the affected unit shall join in the execution of the amendment.

No amendment shall be effective which shall impair or prejudice the rights or priorities of any mortgages or security interests or change the provisions of this Agreement with respect to institutional mortgages without the written approval of all institutional mortgagees of record.

An amendment to this Agreement will be binding upon and inure to the benefit of all Members and will become effective when recorded in the Public Records of Orange County, Florida.

47. Provisions of Articles of Incorporation, By-Laws, Rules and Regulations and Declarations. This Agreement is subject to, and the Co-op and the Member shall abide by, the provisions of the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Co-op, the provisions of the Articles of Incorporation, By-laws, Rules and Regulations and Declaration of Covenants, Restrictions and Easements of the Zellwood Station Community Association, Inc., and, if the unit is located within a condominium village within the Park, then the provisions of the respective Declaration of Condominium to wit: Banbury, Citrus Ridge and Oak Grove. These Articles of Incorporation, By-Laws, Rules and Regulations, and Declarations and any amendments made to them in the future, are made a part of this Agreement by reference. Member acknowledges that he has been provided with a copy of the Articles of Incorporation, the By-Laws, and the present Rules and Regulations of the Co-op and that he has read them and understands their contents.

48. Indemnity. Member shall indemnify Co-op and hold it harmless from any claims or demands arising from:

- A. Member's use or possession of the Park property and the conduct of Member or his guests on Park property and anything done or permitted by Member in or about the Park property, or any of them;
- B. Any default of Member under this Agreement;
- C. The negligence of Member and his guests, agents, contractors or employees, or any of them;
- D. Any damage to the property of Member or others or injury to any person on or about the Park property from any cause;
- E. Any legal or administrative proceeding in which the Co-op is made a party without its fault and due to default of a Member; and
- F. All costs, attorney's fees and expenses, including appellate fees, incurred by the Co-op in connection with matters indemnified against. The

Member shall defend any legal action or proceeding resulting from a claim or demand indemnified against, at his expense, via attorneys satisfactory to the Co-op upon receipt of written notice from the Co-op to do so.

49. Change to be in Writing. The provisions of this Agreement cannot be changed orally.

50. Definition of Assessment. Where the term "assessment" is used herein, the same shall mean assessments, common expenses and all other charges which Member shares in common with all other Members.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Co-op:  
ZELLWOOD STATION CO-OP, INC.  
a Florida non-profit corporation

By: [Signature]  
Irving L. Foghns, President

ATTEST: [Signature]  
Name: Caroline A. Skovlin  
Title: SECRETARY

(Corporate Seal)

Members(s):

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
(SEAL)

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
(SEAL)

Witnesses:  
as to Members)

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
(as to both parties)

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
(as to both parties)

Witnesses:  
As to Co-op

Sign: [Signature]  
Print: LET STAY BELMONT

Sign: [Signature]  
Print: IRVING L. FOGHNS

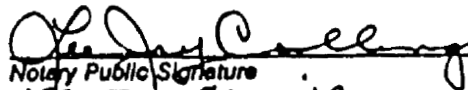
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ORANGE COUNTY FLORIDA  
Orange Co FL 4650729

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, personally appeared IRVING L. PERKINS, who, being first duly sworn and under oath, and to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of ZELLWOOD STATION CO-OP, INC., a Florida non-profit corporation, and acknowledged to and before me that he executed such instrument as such officer; that the seal is affixed to the foregoing instrument by due and regular corporate authority; and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 28<sup>th</sup> day of October 1993.

  
Notary Public Signature  
LEE JAY COLLING  
Notary Public Printed Name  
My Commission Expires:

LEE JAY COLLING  
Notary Public, State of Florida  
My comm. expires April 18, 1995  
Comm. No. CC089951

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OR BK 4644 Pg 1407  
Orange Co FL 440729

STATE OF FLORIDA  
COUNTY OF ORANGE

Before me, this day, personally appeared \_\_\_\_\_

the person(s) described in and who executed the foregoing instrument, who, being first  
duly sworn and under oath, acknowledged, before me, that \_\_\_\_\_ is/are the Member(s)  
herein and have read the foregoing Master Form Proprietary Lease, and that \_\_\_\_\_  
have/has executed same.

- Affiant(s) is/are personally known to me, or
- Affiant(s) produced \_\_\_\_\_ driver's license
- Affiant(s) produced as identification:

\_\_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed name of Notary Public

(SEAL)

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STATE OF FLORIDA  
COUNTY OF ORANGE

Before me, this day, personally appeared \_\_\_\_\_

the person(s) described in and who executed the foregoing instrument, who, being first duly sworn and under oath, acknowledged, before me, that \_\_\_\_\_ is/are the Member(s) herein and have read the foregoing Master Form Proprietary Lease, and that \_\_\_\_\_ have/has executed same.

- Affiant(s) is/are personally known to me, or
- Affiant(s) produced \_\_\_\_\_ driver's license
- Affiant(s) produced as identification: \_\_\_\_\_

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 1903.

\_\_\_\_\_  
Signature of Notary Public

(SEAL)

\_\_\_\_\_  
Printed name of Notary Public

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n (notary) masters 2 fee  
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from the Southwest corner of the southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N. 0° 09' 10" E. along the South line of said Section 26, a distance of 7.536 feet to the point of beginning on the Eastern right-of-way line of U.S. Highway No. 441, and point being on a curve concave Southeasterly and having a radius of 5059.65 feet thence from a tangent bearing of N. 41° 51' 40" E., run Southeasterly along the arc of said curve 137.09 feet through a central angle of 1° 20' 54" to a point thence leaving said line of way line, run N. 48° 53' 14" W. 222.09 feet to a point being North of said South line, 460.63 feet to a point on a curve concave Northwesterly and having a radius of 243.04 feet, and said point also being on the westerly line of the Southeastern portion of "Oak Grove Village Condominium", as recorded in Condominium Book 4, pages 196 and 197, public records of Orange County, Florida; thence run Northerly along said westerly line of U.S. Highway 441, northward, the following contour from a tangent bearing of N. 56° 50' 50" W., run Northerly along the arc of said curve 3.71 feet through a central angle of 00° 52' 20" to the point of tangency of a curve concave Northerly, and having a radius of 365.74 feet thence run Northerly along the arc of said curve 247.01 feet through a central angle of 39° 10' 55" to a point; thence run N. 51° 47' 32" W., 43.77 feet to a point on a curve concave Northerly, and having a radius of 209.00 feet thence from a tangent bearing of N. 20° 00' 13" W., run Northerly along the arc of said curve 50.00 feet through a central angle of 15° 50' 00" to the point of tangency; thence run N. 06° 09' 45" W., 32.02 feet to the point of curvature of a curve concave Northerly, and having a radius of 757.94 feet thence run Northerly along the arc of said curve 103.96 feet through a central angle of 7° 51' 31" to the point of compound curvature of a curve concave Northerly and having a radius of 1730.00 feet; thence run Northerly along the arc of said curve 335.92 feet through a central angle of 11° 07' 31" to a point; thence run N. 01° 26' 07" W., 204.45 feet; thence N. 50° 26' 15" W., 65.05 feet to a point on the Southwesterly line of "GAYMAN CIRCLES (100 foot right-of-way), as denoted in exhibit "A" of Warranty Deed recorded in O.R. Book 3527, page 1913, public records of Orange County, Florida, said point being on a curve concave Northeasterly, and having a radius of 550.00 feet; thence from a tangent bearing of N. 44° 46' 44" W., and leaving said Southeast portion of "Oak Grove Village Condominium" run Northwesterly along said Southwesterly line of Gayman Circles, and along the arc of said curve 100.14 feet through a central angle of 10° 25' 54" to the Eastern most corner of the Northwest portion of said "Oak Grove Village Condominium"; thence leaving said Northwesterly line of Gayman Circles run Northerly along the Southern line of said Northwest portion of "Oak Grove Village Condominium", the following contour: run N. 50° 26' 15" W., 98.69 feet; thence N. 24° 50' 29" W., 67.92 feet; thence N. 07° 01' 37" W., 125.56 feet; thence N. 03° 56' 49" W., 170.97 feet; thence N. 70° 01' 37" W., 60.05 feet; thence N. 32° 10' 35" W., 55.90 feet; thence N. 04° 41' 54" W., 87.45 feet; thence N. 13° 46' 07" W., 70.03 feet; thence N. 14° 33' 41" W., 96.19 feet; thence N. 29° 00' 06" W., 70.20 feet; thence N. 56° 55' 47" W., 56.13 feet; thence N. 04° 37' 14" W., 42.50 feet; thence N. 64° 39' 50" W., 74.13 feet; thence N. 09° 30' 17" W., 91.08 feet; thence N. 30° 40' 50" W., 127.70 feet; thence N. 03° 01' 40" W., 470.40 feet; thence N. 07° 01' 37" W., 98.45 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 65.00 feet; thence run Northwesterly along the arc of said curve 82.70 feet through a central angle of 72° 50' 20" to the point of compound curvature of a curve concave Northerly, and having a radius of 105.00 feet; thence run Northerly along the arc of said curve 42.48 feet through a central angle of 13° 07' 12" to a point on a curve concave Northerly and having a radius of 160.00 feet; thence from a tangent bearing of N. 47° 45' 24" W., run Northerly along the arc of said curve 114.60 feet through a central angle of 41° 02' 20" to a point; thence leaving said Northerly line of the Northwest portion of "Oak Grove Village Condominium", run N. 03° 29' 51" W., 416.00 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 192.57 feet; thence run Northwesterly along the arc of said curve 177.02 feet through a central angle of 52° 40' 10" to the point of tangency; thence run N. 56° 07' 44" W., 82.97 feet to a point of curvature of a curve concave Northerly, and having a radius of 324.00 feet; thence run Northerly along the arc of said curve 230.93 feet through a central angle of 10° 25' 54" to a point; thence run N. 68° 40' 27" W., 91.34 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 92.02 feet; thence run Northwesterly along the arc of said curve 45.35 feet through a central angle of 20° 14' 20" to a point; thence N. 56° 27' 30" W., 103.20 feet; thence N. 57° 43' 39" W., 143.17 feet; thence N. 50° 03' 52" W., 79.93 feet;

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There is a 40' x 24' area, 62.19 feet long, 19.66 feet wide, then a  
0.04' x 16.17' area, 16.93 feet long, 30.43 feet wide, then  
1.46' x 11.49' area, 19.70 feet long, 30.43 feet wide, then  
line of U.S. Highway No. 441, with point being on a curve concave  
southerly, and having a radius of 3059.65 feet, thence from a tangent  
bearing of 0.43° (11.17' N.), run southerly along the arc of said curve, a  
long said further right-of-way line, 110.27 feet through a center of 1000  
01° 09' 23" to the point of beginning, containing 13,5992 more more of land

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OR BK 4644 pg 1410  
Orange Co FL 4650789

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DESCRIPTION TRACT 7001

From the Southeast corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N. 03°27'20"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1456.13 feet to the point of beginning of the Northerly line of the Orange Villages Condominiums as recorded in Ordno. Book 4, Page 103 and 104, public records of Orange County, Florida; thence continue N. 03°27'10"W. along said West line of the Southeast 1/4 of Section 26, a distance of 3100.10 feet thence leaving said West line run N. 03°49'16"W. parallel with the line of said Northeast 1/4 of Section 26, a distance of 7001.00 feet; thence N. 03°27'20"W. parallel with said West line of the Northeast 1/4 of Section 26, a distance of 669.00 feet to a point on the South right-of-way line of Fagan Road (60 feet right-of-way) thence run N. 03°49'16"W. along said South right of way line 1894.63 feet to a point on the West line of the Northeast 1/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida; thence continuing along said South right-of-way line, run N. 45°44'53"W., 2645.96 feet to a point on the West line of the Northeast 1/4 of said Section 25; thence continuing along said right-of-way line run N. 45°35'27"W., 1349.22 feet to a point on the East line of the West 3/4 of said section 25; thence leaving said South right-of-way line, run N. 02°47'04"W. along said East line of the West 3/4 of Section 25, a distance of 2455.70 feet to the Southeast corner of "Hambury Village Condominiums" as recorded in Ordno. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence run Westery along the Northerly line of said "Hambury Village Condominiums" the following distance run N. 75°51'06"W., 310.42 feet to a point on a curve, concave Westery and having a radius of 620.26 feet; thence from a tangent bearing of N. 14°00'54"W., run Southery along the arc of said curve 25.17 feet through a central angle of 2°17.44' to a point; thence run N. 70°00'50"W., 06.00 feet to a point on a curve concave Westery and having a radius of 542.26 feet; thence from a tangent bearing of N. 11°51'10"W. run Southery along the arc of said curve 19.69 feet through a central angle of 2°04'40" to the point of tangency; thence run N. 09°46'22"W., 390.62 feet to the point of curvature of a curve concave Westery, and having a radius of 360.41 feet; thence run Southery along the arc of said curve 06.20 feet through a central angle of 13°24'24" to a point on a curve concave Southery, and having a radius of 602.70 feet; thence from a tangent bearing of N. 70°17'10"W., run Westery along the arc of said curve 512.17 feet through a central angle of 40°44'45" to the point of tangency; thence run N. 52°50'06"W. 257.62 feet to a point on a curve concave Westery and having a radius of 120.00 feet; thence from a tangent bearing of N. 45°50'10"W., run Westery and Southery along the arc of said curve, 202.24 feet; through a central angle of 134°45'34" to the point of tangency; thence run N. 44°55'24"W., 129.66 feet to a point on a curve concave Southery, having a radius of 517.50 feet; thence from a tangent bearing of N. 45°04'36"W., run Southery along the arc of said curve 360.01 feet through a central angle of 39°21'34" to the point of reverse curvature of a curve concave Northery, and having a radius of 429.00 feet; thence run Southery along the arc of said curve 412.11 feet through a central angle of 59°02'22" to a point on the East line of Unit 1645 of Gline Ridge Village Condominium as recorded in Ordno. Book 4, Page 135 and 136, public records of Orange County, Florida; thence run N. 29°44'36"W. along said East line of Unit 1645, a distance of 7.00 feet to the Northward corner of said Unit 1645, and corner being on a curve concave Northery and having a radius of 422.00 feet; thence run Westery along the Northerly line of said Gline Ridge Village Condominium, the following distance from a tangent bearing of N. 60°15'24"W., run Westery along the arc of said curve 107.69 feet through central angle of 14°37'16" to the point of compound curvature of a curve concave Southery and having a radius of 700.00 feet; thence run Westery along the arc of said curve 22.85 feet through a central angle of 26°23'40" to a point; thence run N. 34°05'20"W., 450.44 feet to the point of curvature of a curve concave Westery, and having a radius of 291.63 feet; thence run Westery along the arc of said curve 106.60 feet through a central angle of 28°56'39" to the point of tangency; thence run N. 15°00'46"W., 107.93 feet; thence N. 03°43'53"W., 97.15 feet; thence N. 04°29'00"W., 200.31 feet; thence N. 03°00'33"W., 100.00 feet to the Northeast corner of Unit 1645 of said Gline Ridge Village Condominium, said corner also being the Northeast corner of the entire part of "Fagan Circle" (100

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foot private right-of-way) as recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence continue S.05°00'59"W. 100.00 feet to the Northwest corner of said Cayman Circle; thence run Southerly along the Westerly right-of-way line of said Cayman Circle the following courses: run S.04°59'01"E. 169.70 feet to the point of curvature on a curve concave Westerly, and having a radius of 278.01 feet; thence run Southerly along the arc of said curve 115.47 feet through a central angle of 23°47'54" to the point of tangency; thence run S.18°01'53"W. 97.64 feet to the point of curvature of a curve concave Westerly, and having a radius of 1324.27 feet; thence run Southerly along the arc of said curve 347.22 feet through a central angle of 15°01'23" to the Northeast corner of the "Lake Cohen, Little Lake Cohen, and Surrounding Park" as described in said O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run Westerly along the Northerly line of said "Lake Cohen, Little Lake Cohen, and Surrounding Park", the following courses: run N.81°31'48"W. 152.44 feet to the point of curvature of a curve concave Southerly, and having a radius of 511.00 feet; thence run Westerly along the arc of said curve 322.06 feet through a central angle of 35°06'39" to the point of tangency; thence run S.62°21'35"W. 259.27 feet to the point of curvature of a curve concave Northerly, and having a radius of 779.00 feet; thence run Westerly along the arc of said curve 864.96 feet through a central angle of 63°37'05" to a point; thence run N.35°58'41"E. 86.00 feet to a point on a curve concave Northeasterly, and having a radius of 693.00 feet; thence from a tangent bearing of N.54°01'19"W., run Westerly along the arc of said curve 115.81 feet through a central angle of 09°34'29" to the point of tangency; thence run N.44°26'50"W. 122.72 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 577.00 feet; thence run Westerly along the arc of said curve 384.78 feet through a central angle of 30°12'29" to the point of tangency; thence run N.82°39'19"W. 168.65 feet to the point of curvature of a curve concave Northeasterly, and having a radius of 151.92 feet; thence run Northwesterly along the arc of said curve 206.96 feet through a central angle of 78°03'18" to a point on a curve concave Southwesterly and having a radius of 617.00 feet; thence from a tangent bearing of S.82°53'27"W., run Westerly along the arc of said curve 187.78 feet through a central angle of 12°26'15" to the point of reverse curvature of a curve concave Northwesterly and having a radius of 1616.09 feet; thence run Westerly along the arc of said curve 187.99 feet through a central angle of 06°39'54" to the point of reverse curvature of a curve concave Southeasterly, and having a radius of 2078.73 feet; thence run Westerly along the arc of said curve 155.24 feet through a central angle of 04°16'42" to the point of tangency; thence run S.67°50'26"W. 56.45 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 693.00 feet; thence run Westerly along the arc of said curve 129.24 feet through a central angle of 10°41'00" to the Northeast corner of the "Recreation Complex", as described in O.R. Book 3527, Page 1913 public records of Orange County, Florida; thence continue Westerly along the arc of said curve 112.98 feet through a central angle of 09°20'26" to the point of tangency; thence run S.87°52'00"W. 177.44 feet to the point of curvature of a curve concave Southerly and having a radius of 314.08 feet; thence run Westerly along the arc of said curve 84.74 feet through a central angle of 15°27'29" to the point of tangency; thence run S.72°24'41"W. 179.38 feet to the Northeast corner of the western part of aforesaid "Cayman Circle" (100 foot right-of-way) as described in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run S.83°51'44"W. 100.00 feet to the Northwest corner of said "Cayman Circle"; thence run S.06°00'16"E. along the West line of said "Cayman Circle" a distance of 93.62 feet to the intersection of said West line of "Cayman Circle", and the Northerly line of aforesaid "Oak Grove Village Condominium" as recorded in Condominium Book 106 and 107, public records of Orange County, Florida; thence run S.73°24'02"W. along said Northerly line, 534.93 feet to the point of beginning, containing 549.3489 acres more or less.

LEGAL

DESCRIPTION PARCEL "A"

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run N.02°47'04"W. along the East line of said West 3/4 of Section 25, a distance of 2063.01 feet to the Northeast corner of "Winbury Village Condominium", as recorded in Condo. Book 5, Page 1 A 2, public records of Orange County, Florida; thence continue N.02°47'04"W. along said East line, 1'25" ; thence leaving said East line, run N.09°13'09"W. 291.14 feet to the point of beginning; thence run N.29°57'56"W. 86.24 feet to a point on a curve concave Northerly, and having a radius of 257.00 feet; thence from a tangent bearing of N.55°01'25"W., run Westerly along the arc of said curve 44.05 feet through a central angle of 9°49'17" to a point; thence run N.29°57'56"W. 86.24 feet to a point on a curve concave Northerly, and having a radius of 343.00 feet; thence from a tangent bearing of N.63°42'43"W., run Westerly along the arc of said curve 129.15 feet through a central angle of 21°34'27" to the point of tangency; thence run N.05°17'09"W. 84.05 feet; thence S.04°42'51"E. 167.62 feet to the point of curvature of a curve concave Westerly, and having a radius of 170.00 feet; thence run Southerly along the arc of said curve 265.47 feet through a central angle of 17°19'26" to a point; thence run N.77°23'26"W. 86.00 feet; thence S.75°26'47"W. 61.29 feet; thence N.75°13'04"W. 113.18 feet to a point on a curve concave Northerly and having a radius of 120.00 feet; thence from a tangent bearing of N.32°44'05"W., run Westerly along the arc of said curve 270.66 feet through a central angle of 133°03'05" to a point; thence run N.16°17'49"W. 233.56 feet; thence N.24°11'46"W. 137.76 feet to a point on a curve concave Southeasterly, and having a radius of 1003.00 feet thence from a tangent bearing of N.67°03'30"W., run Southwesterly along the arc of said curve 44.00 feet through a central angle of 2°30'49" to a point; thence run N.24°11'46"W. 86.02 feet to a point on a curve concave Southeasterly and having a radius of 917.00 feet; thence from a tangent bearing of N.64°25'45"W. run Westerly along the arc of said curve 38.91 feet through a central angle of 2°25'53" to the point of tangency; thence run N.61°59'52"W. 219.12 feet to the point of curvature of a curve concave Northerly, and having a radius of 470.00 feet; thence run Westerly along the arc of said curve 201.02 feet through a central angle of 32°25'27" to the point of tangency; thence run N.05°34'41"W. 200.19 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 202.00 feet; thence run Southwesterly along the arc of said curve 301.56 feet through a central angle of 57°10'19" to a point; thence run N.52°45'00"W. 116.00 feet to a point on a curve concave Southeasterly, and having a radius of 200.00 feet; thence from a tangent bearing of N.37°15'00"W. run Southerly along the arc of said curve 50.52 feet through a central angle of 10°03'03" to a point; thence run N.62°40'03"W. 130.00 feet to a point on a curve concave Southeasterly, and having a radius of 410.00 feet; thence from a tangent bearing of N.27°11'57"E., run Northeasterly along the arc of said curve 210.40 feet through a central angle of 29°56'50" to a point; thence run N.00°29'53"W. 51.30 feet to a point on a curve concave Easterly and having a radius of 120.00 feet; thence from a tangent bearing of N.79°23'46"W., run Westerly, Northerly and Easterly along the arc of said curve 396.70 feet through a central angle of 189°26'47" to a point on a curve concave Southerly, and having a radius of 654.00 feet; thence from a tangent bearing of N.75°29'02"E., run Easterly along the arc of said curve 193.14 feet through a central angle of 16°55'14" to a point; thence run N.02°24'16"W. 86.00 feet to a point on a curve concave Southerly, and having a radius of 560.00 feet; thence from a tangent bearing of N.01°35'44"E., run Easterly along the arc of said curve 20.00 feet through a central angle of 2°01'03" to a point; thence run N.01°25'19"E. 86.00 feet; thence N.05°34'41"E. 200.19 feet to the point of curvature of a curve concave Northerly, and having a radius of 46.00 feet; thence run Easterly along the arc of said curve 26.03 feet through a central angle of 32°25'27" to the point of tangency; thence run N.61°59'52"E. 63.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.25°07'40"E., run Easterly along the arc of said curve 240.70 feet through a central angle of 114°57'50" to a point; thence run N.50°50'00"E. 201.50 feet to a point on a curve concave Southerly, and having a radius of 1111.00 feet; thence from a tangent bearing of N.60°59'16"E. run Easterly along the arc of said curve 145.51 feet through a central angle of 1°21'41" to a point; thence run N.14°43'03"E. 86.00 feet to a point on a curve concave Southerly, and having a radius of 1047.00 feet; thence from a tangent bearing of N.16°16'57"E., run Easterly along the arc of said curve 30.00 feet through a central angle of

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01°30'30" to a point; thence run N. 72°03'33"W. 85.84 feet to a point on a curve concave southerly and having a radius of 1333.00 feet; thence from a tangent bearing of N. 77°57'20"E. 145.57 feet through a central angle of 07°21'42" to the point of tangency; thence run N. 05°17'09"E. 53.78 feet; thence N. 04°42'51"W. 18.44 feet to the point of curvature of a curve concave westerly, and having a radius of 347.00 feet; thence run N. 01°00'00"W. 170.66 feet through a central angle of 28°10'56" to a point; thence run N. 57°06'13"E. 28.00 feet to a point on a curve concave westerly, and having a radius of 435.00 feet; thence from a tangent bearing of N. 52°53'47"W. 10.44 feet to the point of tangency; thence run N. 57°06'13"E. 28.00 feet to a point on a curve concave southerly, and having a radius of 347.00 feet; thence from a tangent bearing of N. 36°12'01"W. 42.11 feet through a central angle of 15°12'33" to the point of tangency; thence run N. 57°24'34"W. 94.66 feet to the point of curvature of a curve concave southerly, and having a radius of 162.00 feet; thence run westerly along the arc of said curve 162.54 feet through a central angle of 57°29'10" to the point of tangency; thence run N. 71°06'17"W. 310.25 feet to the point of curvature of a curve concave northerly, and having a radius of 1078.00 feet; thence run westerly along the arc of said curve 717.62 feet through a central angle of 38°08'29" to the point of tangency; thence run N. 70°45'14"W. 420.34 feet to the point of curvature of a curve concave southerly, and having a radius of 1047.00 feet; thence run westerly along the arc of said curve 514.79 feet through a central angle of 28°10'16" to the point of tangency; thence run S. 81°04'30"W. 337.46 feet to the point of curvature of a curve concave northerly, and having a radius of 961.32 feet; thence run westerly along the arc of said curve 86.43 feet through a central angle of 5°09'05" to a point; thence run N. 03°46'25"W. 86.00 feet to a point on a curve concave northerly, and having a radius of 875.32 feet; thence from a tangent bearing of N. 06°13'35"W. 118.13 feet through a central angle of 7°43'57" to a point; thence run N. 03°57'35"E. 140.00 feet to a point on a curve concave northerly, and having a radius of 735.32 feet; thence from a tangent bearing of N. 06°02'28"E. 165.35 feet through a central angle of 12°53'02" to the point of tangency; thence run N. 81°04'30"E. 337.46 feet to the point of curvature of a curve concave southerly, and having a radius of 1273.00 feet; thence run easterly along the arc of said curve 625.91 feet through a central angle of 28°10'16" to the point of tangency; thence run N. 70°45'14"E. 10.00 feet; thence N. 19°14'46"E. 211.11 feet to the point of curvature of a curve concave southeasterly, and having a radius of 430.00 feet; thence run northeasterly along the arc of said curve 233.20 feet through a central angle of 30°30'18" to a point; thence run S. 40°14'56"E. 86.00 feet; thence S. 39°13'42"E. 44.00 feet; thence S. 40°23'41"E. 86.00 feet; thence S. 13°03'07"E. 85.00 feet to a point on a curve concave southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N. 76°56'53"E. 144.45 feet through a central angle of 68°58'13" to a point on a curve concave northerly, and having a radius of 606.00 feet; thence from a tangent bearing of S. 72°23'32"E. 386.00 feet through a central angle of 36°30'12" to the point of tangency; thence run N. 71°06'16"E. 78.00 feet to a point on a curve concave southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N. 34°14'05"E. 240.06 feet through a central angle of 114°37'21" to a point; thence run S. 53°04'02"E. 212.48 feet; thence S. 16°28'41"E. 86.00 feet to a point on a curve concave southerly, and having a radius of 302.00 feet; thence from a tangent bearing of N. 73°31'19"E. 27.84 feet through a central angle of 5°16'56" to a point; thence run N. 11°11'46"W. 86.00 feet to a point on a curve concave southwesterly, and having a radius of 388.00 feet; thence from a tangent bearing of N. 70°48'14"E. 337.15 feet through a central angle of 49°41'42" to the point of tangency; thence run S. 51°24'34"E. 54.66 feet to the point of curvature of a curve concave southwesterly, and having a radius of 77.00 feet; thence run southeasterly along the arc of said curve 181.31 feet through a central angle of 18°07'46" to a point; thence run S. 50°43'13"W. 86.06 feet to a point on a curve concave southwesterly, and having a radius of 487.00 feet; thence from a tangent bearing of S. 33°38'00"E. 20.00 feet through a central angle of 2°21'15" to a point; thence run N. 50°43'13"E. 86.00 feet to a point on a curve concave westerly, and having a radius of 573.00 feet; thence from a tangent bearing of S. 31°16'47"E. 265.66 feet through a central angle of 26°33'56" to the point of tangency; thence run S. 04°42'51"E. 10.44 feet; thence N. 05°17'09"E. 89.05 feet to the point of curvature of a curve concave northerly, and having a radius of 127.00 feet; thence run northeasterly along the arc of said curve 195.21 feet through a central angle of 88°04'00" to the point of tangency; thence run N. 02°46'54"W. 150.00 feet; thence N. 39°36'28"W. 125.95 feet; thence N. 35°17'56"E. 80.00 feet to a point on a curve concave northeasterly, and having a radius of 40.00 feet; thence from a tangent bearing of S. 54°42'04"W.

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run Westerly along the arc of said curve 80.26 feet through a central angle of 114°57'50" to a point; thence run N.67°47'39"W. 84.34 feet to a point on a curve concave Southeasterly, and having a radius of 120.00 feet; thence from a tangent bearing of N.11°52'37"E., run Northeasterly along the arc of said curve 46.52 feet through a central angle of 22°12'44" to a point; thence run N.02°46'51"W. 100.33 feet to a point on a curve concave Northeasterly, and having a radius of 126.00 feet; thence from a tangent bearing of N.01°00'14"W. run Northwesterly along the arc of said curve 177.15 feet through a central angle of 80°33'14" to a point; thence run N.24°34'30"W. 63.06 feet to a point; thence run N.66°07'36"W. 191.46 feet; thence N. 07° 51'57"W. 1027.35 feet to the point of curvature of a curve concave Southeasterly and having a radius of 242.00 feet; thence run Westerly along the arc of said curve 47.19 feet through a central angle of 10°13'35" to a point; thence run N.12°21'31"W. 86.00 feet to a point on a curve concave Southeasterly, and having a radius of 320.00 feet; thence from a tangent bearing of N.77°30'22"W. run Westerly along the arc of said curve 31.10 feet through a central angle of 5°26'50" to a point; thence run N.17°40'20"W. 130.00 feet to a point on a curve concave Southerly and having a radius of 400.00 feet; thence from a tangent bearing of N.72°11'52"W., run Easterly along the arc of said curve 77.36 feet through a central angle of 9°40'30" to a point; thence run N.00°07'51"W. 20.00 feet to a point on a curve concave Southerly and having a radius of 470.00 feet; thence from a tangent bearing of N.01°52'10"E., run Easterly along the arc of said curve 50.03 feet through a central angle of 3°59'47" to the point of tangency; thence run N.07°51'57"E. 1275.79 feet to the point of curvature of a curve concave Southerly, and having a radius of 1333.01 feet; thence run Easterly along the arc of said curve 111.32 feet through a central angle of 4°46'56" to the point of compound curvature of a curve concave Southwesterly, and having a radius of 453.00 feet; thence run Northwesterly along the arc of said curve 660.65 feet through a central angle of 84°34'17" to the point of tangency; thence run S.02°46'51"W. 577.00 feet to the point of curvature of a curve concave Southerly, and having a radius of 363.00 feet; thence run Southerly along the arc of said curve 12.00 feet through a central angle of 3°00'24" to a point; thence run N.89°30'27"W. 20.00 feet to a point on a curve concave Northwesterly and having a radius of 343.00 feet; thence from a tangent bearing of S.00°21'33"W., run Southwesterly along the arc of said curve 335.23 feet through a central angle of 55°59'52" to the point of beginning, containing 62.5014 acres more or less.

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through a central angle of  $02^{\circ}49'10''$  to a point on a curve concave westerly, and having a radius of 505.31 feet thence from a tangent bearing of  $N.24^{\circ}33'54''W.$ , run southerly along the arc of said curve 251.62 feet through a central angle of  $20^{\circ}31'51''$  to the point of compound curvature of a curve concave northerly, and having a radius of 256.45 feet thence run southerly along the arc of said curve 275.19 feet through a central angle of  $61^{\circ}29'01''$  to the point of tangency thence run  $N.65^{\circ}26'57''E.$  274.02 feet thence  $N.01^{\circ}44'10''E.$  41.31 feet thence  $N.33^{\circ}23'33''E.$  243.07 feet thence  $N.62^{\circ}21'34''W.$  407.60 feet thence  $N.01^{\circ}44'10''W.$  37.70 feet thence  $N.00^{\circ}15'42''W.$  06.00 feet thence  $N.01^{\circ}44'10''W.$  25.22 feet thence  $N.00^{\circ}15'42''W.$  130.00 feet thence  $N.01^{\circ}44'10''W.$  10.63 feet to a point on a curve concave northerly, and having a radius of 302.00 feet thence from a tangent bearing of  $N.71^{\circ}30'44''W.$  run northerly along the arc of said curve 142.66 feet through a central angle of  $27^{\circ}03'54''$  to the point of tangency thence run  $N.44^{\circ}26'50''W.$  122.72 feet to the point of curvature of a curve concave northerly and having a radius of 960.00 feet thence run northerly along the arc of said curve 246.11 feet through a central angle of  $14^{\circ}34'03''$  to a point thence run  $N.30^{\circ}59'07''W.$  10.00 feet to a point on a curve concave southerly and having a radius of 950.00 feet thence from a tangent bearing of  $N.54^{\circ}00'34''W.$  run westerly along the arc of said curve 152.73 feet through a central angle of  $9^{\circ}08'05''$  to a point on a curve concave southerly and having a radius of 120.00 feet thence from a tangent bearing of  $N.20^{\circ}03'00''W.$  run northerly along the arc of said curve 14.00 feet through a central angle of  $6^{\circ}10'25''$  to a point on a curve concave southerly and having a radius of 960.00 feet thence from a tangent bearing of  $N.60^{\circ}44'21''W.$  run westerly along the arc of said curve 235.11 feet through a central angle of  $13^{\circ}54'50''$  to the point of tangency thence run  $N.02^{\circ}59'19''W.$  163.20 feet to the point of curvature of a curve concave southerly, and having a radius of 600.00 feet thence run westerly along the arc of said curve 259.29 feet through a central angle of  $17^{\circ}07'20''$  to a point thence run  $N.09^{\circ}46'39''E.$  96.00 feet thence  $N.03^{\circ}50'03''E.$  54.31 feet thence  $N.10^{\circ}13'55''E.$  101.00 feet to a point on the northerly line of the "Jack Cohen, Little Jack Cohen, and Surrounding Park" parcel as described in aforesaid Exhibit "A" in the Variants Book, recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida, said point being on a curve concave southerly, and having a radius of 617.00 feet thence run westerly along said northerly line of "Jack Cohen, Little Jack Cohen, and Surrounding Park" and along the northerly line of aforesaid "Hecatanish Duplex", the following concern thence from a tangent bearing of  $N.79^{\circ}46'25''W.$  run westerly along the arc of said curve a distance of 154.20 feet through a central angle of  $14^{\circ}19'11''$  to the point of reverse curvature of a curve concave northerly, and having a radius of 1616.09 feet through a central angle of  $6^{\circ}39'54''$  to the point of reverse curvature of a curve concave southerly, and having a radius of 2070.73 feet thence run westerly along the arc of said curve 155.22 feet through a central angle of  $4^{\circ}16'42''$  to the point of tangency thence run  $N.67^{\circ}50'26''W.$  56.45 feet to the point of curvature of a curve concave northerly, and having a radius of 603.00 feet thence run westerly along the arc of said curve 242.22 feet through a central angle of  $20^{\circ}01'34''$  to the point of tangency thence run  $N.07^{\circ}52'03''W.$  177.44 feet to the point of curvature of a curve concave southerly, and having a radius of 314.00 feet thence run westerly along the arc of said curve 14.74 feet through a central angle of  $15^{\circ}27'25''$  to the point of tangency thence run  $N.72^{\circ}24'41''W.$  79.20 feet to the point of beginning, containing 103.3363 acres more or less.

ORIGINAL RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS.

and further conveying unto the Grantee:

**DESCRIPTION OF VESTED INTEREST NO. 1:**

From the Southeast corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'20"W, along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", an recorded in County Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'20"W, along said West line of Section 26, a distance of 1149.29 feet; thence bearing with West line run N.07°15'13"W, 17.03 feet; thence to the point of beginning; thence run N.07°15'13"W, 42.61 feet; thence N.47°30'32"W, 11.48 feet; thence N.82°44'47"W, 30.26 feet; thence N.07°15'13"W, 52.00 feet; thence N.82°44'47"W, 30.26 feet; thence N.61°29'45"W, 16.93 feet; thence N.07°15'13"W, 17.60 feet to the point of beginning; containing 2603 square feet more or less.



Orange

644 pg 1 A 19  
Orange Co FL 450789

OR BK 45079 PL 3075  
Orange Co FL 451747

and,

DESCRIPTION OF WELL, NITE NO. 2

From the Southwest corner of the southeast 1/4 of Section 26, Township 20 North, Range 27 East, Orange County, Florida, run N.03°27'29"N. along the West line of said southeast 1/4 of Section 26, a distance of 1456.75 feet to a point on the North line of Clark Grove Village Condominium, as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida, thence southerly N.03°27'29"N. along said West line, 2010.05 feet to the curve center having said West line run N.97°39'18"E. 1156.39 feet to the point of curvature of a curve concave northerly and having a radius of 514.79 feet; thence run N.97°39'18"E. along the arc of said curve through a central angle of 29°30'20" to the point of tangency thence run N.49°07'27"D. 04.62 feet to the point of curvature of a curve concave northerly and having a radius of 60.00 feet; thence run northerly along the arc of said curve 292.74 feet through a central angle of 46°39'25" to the point of tangency thence run through a central angle of 114°19'07"E. 1511.90 feet to the point of curvature of a curve concave northerly and having a radius of 926.00 feet through a central angle of 3°52'13" to the point of tangency thence run N.40°27'03"E. 267.74 feet to the point of curvature of a curve concave westerly and having a radius of 300.00 feet thence run westerly along the arc of said curve 91.42 feet through a central angle of 17°27'33" to the point of tangency thence run S.22°59'30"E. 225.90 feet to the point of tangency thence run N.67°00'30"E. 26.00 feet; thence run S.22°59'30"E. 52.00 feet; thence run N.67°00'30"E. 26.00 feet to the point of tangency continuing 2704 square feet more or less.

ORIGINAL RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS

and,

DESCRIPTION OF WELL SITE P31

From the southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run N.02°47'04"W, along the East line said West 3/4 of Section 25, a distance of 2063.81 feet to the Northeast corner of Benbury Village Condominium, as recorded in Condo. Book 5, Pages 6-7, public records of Orange County, Florida; thence continue N.02°04'10"W along said East line 1009.19 feet; thence leaving said East line, run N.03°19'43"W, 1902.30 feet to a point on a curve concave southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N.05°34'01"W, run westerly, along the arc of said curve 134.05 feet through a central angle of 130°31'19" to the point/on beginning; thence run S.09°06'00"E, 20.00 feet to a point on a curve concave southerly, and having a radius of 548.00 feet; thence from a tangent bearing of S.80°54'00"W, run westerly, along the arc of said curve 38.96 feet through a central angle of 4°04'00" to a point; thence run N.13°10'00"W, 20.00 feet to a point on a curve concave southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N.80°54'00"E, run easterly, along the arc of said curve 40.87 feet through a central angle of 4°04'00" to the point of beginning, containing 792.1 square feet more or less



AND the following Unit Numbers of CITAVS RIDGE VILLAGE CONDOMINIUM, a condominium according to the Declaration of Condominium recorded in OR BK 4644, Page 397, of the Public Records of Orange County, Florida, and all exhibits and amendments thereto of Orange County, Florida, and all exhibits and amendments thereto of Orange County, Florida, together with an undivided interest in and to the common elements as described in said Declaration and to the common elements as described in said Declaration and to all of the provisions of the said Condominium.

OR BK 4644 Pg. 1 422  
 Orange Co FL 4650724

UNIT NUMBERS:

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Exhibits 'A'

AND the following Unit Numbers of BIRNBAUM VILLAGE CONDOMINIUM, a Condominium according to the Declaration of Condominium recorded in OR Book 3089, Page 030, of the Public Records thereof in Orange County, Florida, and all exhibits and amendments thereof of Orange County, Florida, together with the undivided interests in said Condominium plot book P, Page A, of the Public Records in Orange County, Florida, together with an undivided interest in said Condominium, Florida, together with an undivided interest in said apartment thereof, all in accordance with and subject, however, to all of the provisions of the said Condominium.

UNIT NUMBERS

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Orange Co FL 4617447

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| 1008 | 1624 | 1881 | 1728 | 1787 |
| 1009 | 1628 | 1882 | 1700 | 1791 |
| 1070 | 1630 | 1884 | 1701 | 1794 |
| 1071 | 1631 | 1886 | 1703 | 1796 |
| 1072 | 1632 | 1888 | 1704 | 1801 |
| 1074 | 1642 | 1890 | 1725 | 1803 |
| 1389 | 1664 | 1892 | 1728 | 1804 |
| 1402 | 1608 | 1894 | 1743 | 1806 |
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| 1400 | 1668 | 1704 | 1747 | 1808 |
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| 1600 | 1670 | 1719 | 1768 | 1828 |

together with

RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS

TOGETHER WITH THE FOLLOWING PROVISIONS: (U.S. Book 339, Page 1090)

A perpetual utility easement for construction, operation, maintenance and maintenance of underground sanitary sewer pipes and conduits under a strip of land 20.00 feet in width, described as follows:

From the Northwest corner of the Northeast 1/4 of Section 35, Township 20 North, Range 27 East, Orange County, Florida, run N.07°09'16"E, along the North line of said Section 35, a distance of 650.36 feet to the point of beginning; thence continue N.07°09'16"E, along said North line 70.16 feet to a point on the southerly boundary line of Oak Grove Village Condominium as recorded in Book 4, page 106 and 107, public records of Orange County, Florida, said point being on a curve whose northernly and having a radius of 243.00 feet; thence from a bearing of N.45°54'06"E, run Easterly along the arc of said curve and said southerly boundary line 130.90 feet through a central angle of 32°46'06"; thence run N.33°41'11"W, 13.18 feet; thence N.64°45'19"W, 213.07 feet to the point of beginning.

AIM

A perpetual sewer easement for construction, operation, maintenance and maintenance of underground sanitary sewer pipes and conduits under a strip of land 20.00 feet in width, described as follows:

From the Northwest corner of the Northeast 1/4 of Section 35, Township 20 North, Range 27 East, Orange County, Florida, run N.07°09'16"E, along the North line of the Northeast 1/4 of said Section 35, a distance of 768.52 feet to a point on the southerly boundary line of Oak Grove Village Condominium as recorded in Condominium Book 4, Page 106 and 107, public records of Orange County, Florida, said point being on a curve whose northernly and having a radius of 243.00 feet; thence from a bearing of N.45°54'06"E, run Easterly along the arc of said curve and said southerly boundary line 128.90 feet through a central angle of 30°24'42"; to the Northwest corner of lot 09, N.13°41'11"W, along a southerly extension of the East line of said lot 09, a distance of 15.44 feet; thence N.13°53'49"W, 157.00 feet; thence N.67°29'27"E, extending as an height on said southerly boundary line of Oak Grove Village Condominium, until that portion of said strip lying within said right-of-way for Intense Road, as recorded in U.S. Book 2650, Page 1318, Public Records of Orange County, Florida.

ORIGINAL RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS.

and,

**INCLOSURE - EXCESS PARCELS DESCRIPTION (North Citrus Circle)**

An Ingress - Egress easement over a strip of land 54.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'20"W, along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 & 107, public records of Orange County, Florida; thence run N.13°24'02"W, along said North line 334.93 feet to a point on the West line of the Western part of "Ukymah Circle" (100 foot right-of-way), as described in Exhibit "A" of the Warranty Deed, recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run N.06°08'16"W, along said West line, 93.62 feet to the Northwest corner of said Ukymah Circle; thence run N.03°51'44"W, 50.00 feet; thence N.06°08'16"W, 133.03 feet to a point on a curve concave Northerly, and having a radius of 610.23 feet; thence from a tangent bearing of N.03°51'44"W, run Easterly along the arc of said curve 27.42 feet through a central angle of 9°01'44" to the point of beginning; thence continue Westerly along the arc of said curve 26.16 feet through a central angle of 2°25'29" to the point of tangency; thence run N.72°24'31"W, 79.21 feet to the point of curvature of a curve concave Southerly, and having a radius of 442.00 feet; thence run Easterly along the arc of said curve 119.27 feet through a central angle of 15°27'29" to the point of tangency; thence run N.07°22'00"W, 177.44 feet to the point of curvature of a curve concave Northerly and having a radius of 563.00 feet; thence run Easterly along the arc of said curve 197.40 feet through a central angle of 20°01'34" to the point of tangency; thence run N.67°50'26"W, 56.45 feet to the point of curvature of a curve concave Southerly and having a radius of 7706.73 feet; thence run Easterly along the arc of said curve 164.78 feet through a central angle of 4°16'42" to the point of reverse curvature of a curve concave Northerly, and having a radius of 1400.09 feet; thence run Easterly along the arc of said curve 173.10 feet through a central angle of 6°39'54" to the point of reverse curvature of a curve concave Northerly, and having a radius of 745.00 feet; thence run Easterly along the arc of said curve 109.22 feet through a central angle of 14°33'00" to the point of termination.

ORIGINAL RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS

OR BK 1689 PG 2077

and.

DESCRIPTION OF INTEREST - INTEREST ENCUMBRANCE TO VPLH, WITH NO. 11

An incrust - agrarian encumbrance over a strip of land 20.00 feet wide, the centerline of said strip being described as follows:

From the southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'30"W. along the West line of said Southeast 1/4 of Section 26 a distance of 1436.73 feet to a point on the North line of "The Green Village Condominium", as recorded in Book 4, Page 106 and 107, Public Records of Orange County, Florida; thence continue N.03°27'30"W. along said West line a distance of 119.29 feet thence leaving said West line, run S.02°43'47"W. 429.94 feet to the point of beginning; thence continue N.02°14'47"E. 244.60 feet to the point of termination of said encumbrance.

RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS.



and,

DESCRIPTION OF EASEMENT - MINIMUM PAYMENT FOR WALK, DITS NO. 2

Assignment - agrees easement over a strip of land 30.00 feet wide, the centerline of said strip being described as follows:

From the Northwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'20"W, along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'20"W, along said West line, 2017.115 feet; thence, leaving said West line run N.59°34'01"E, 630.19 feet to the point of beginning; thence continue S.59°34'01"W, 226.11 feet to the point of curvature of a curve concave Northerly, and having a radius of 504.79 feet; thence run Easterly along the arc of said curve 301.16 feet through a central angle of 29°34'26" to the point of tangency; thence run N.09°05'27"E, 84.62 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 361.00 feet; thence run Northeasterly along the arc of said curve 292.74 feet through a central angle of 46°35'26" to the point of tangency; thence run N.44°19'07"E, 170.90 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 926.00 feet; thence run Northeasterly along the arc of said curve 62.61 feet through a central angle of 3°52'13" to a point; thence leaving said curve, run N.40°27'03"E, 267.74 feet to the point of curvature of a curve concave Westerly, and having a radius of 345.00 feet; thence run Southerly along the arc of said curve 91.47 feet through a central angle of 17°27'33" to the point of tangency; thence run N.22°59'30"E, 225.90 feet to the point of termination and the end of this easement.

RECORDED IN RECORDS MANAGEMENT DEPARTMENT AS IS

OR BK 46574 PG 1488A  
Orange Co FL 4650787

OR BK 46574 PG 1488A  
Orange Co FL 4650787

DESCRIPTION OF INGRESS - EGRESS easement FOR WELL SITE #31

A strip of land 20.00 feet wide, the northerly line of said strip being described as follows:

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27, East Orange County, Florida, Run N. 02° 47' 19" W., along the top line of said West 3/4 of Section 25, a distance of 2863.91 feet to the Northeast corner of "Bamberg Village Condominium", as recorded in Condo. Book 3, P. 985-987, 1 & 2, Public records of Orange County, Florida; thence continue N. 02° 47' 19" W. along said top line 1005.19 feet thence leaving said east line, Run N. 89° 19' 43" W., 1902.30 feet to the point of beginning, said point being on a curve concave southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N. 85° 34' 41" W., Run Westerly along the arc of said curve 134.08 feet through a central angle of 13° 31' 16" to the point of termination.

40

"TOGETHER WITH those certain easements, benefits and rights over, in and to the Common Area, and set forth in that certain Homeowners' Association Incorporation of Covenants, Restrictions and Assessments dated July 25, 1979, and recorded in Official Records Book 1094, page 1894, and Book of Addition of Territory recorded in Official Records Book 1085, Page 159, Official Records Book 1076, Page 266; Official Records Book 1083, Page 197, and Amendment recorded in Official Records Book 1080, Page 465 Public Records of Orange County, Florida, including, but not limited to, the easements for ingress, egress, utilities, parking and the use and enjoyment of the Common Area as more particularly set forth in said Declaration."

OR BK 4524 Pg 1429  
Orange Co FL 4450789

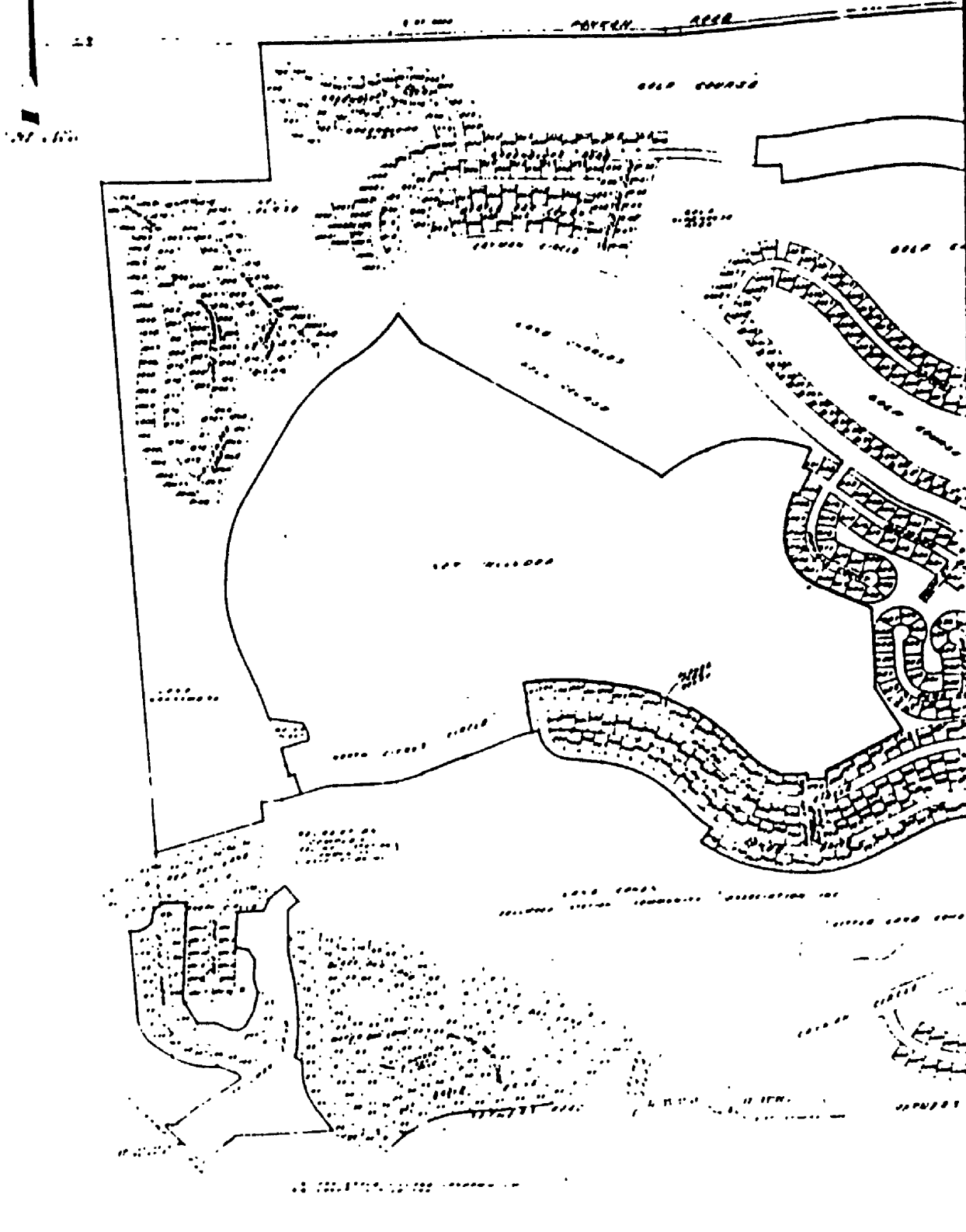
"TOGETHER WITH those certain easements, benefits and rights over, in and to that certain real property as set forth in that certain Assesment Agreement dated ~~2/2/79~~ 1993, and recorded in Official Records Book 2212, page 1923, Public Records, Orange County, Florida, including, but not limited to, easements for storm water drainage, underground utility lines and related facilities, above-ground utility lines and related facilities, ingress and egress, construction, installation, landscaping, maintenance and repair."

OR BK 4529 Pg 3085  
Orange Co FL 447447

PLAN 2

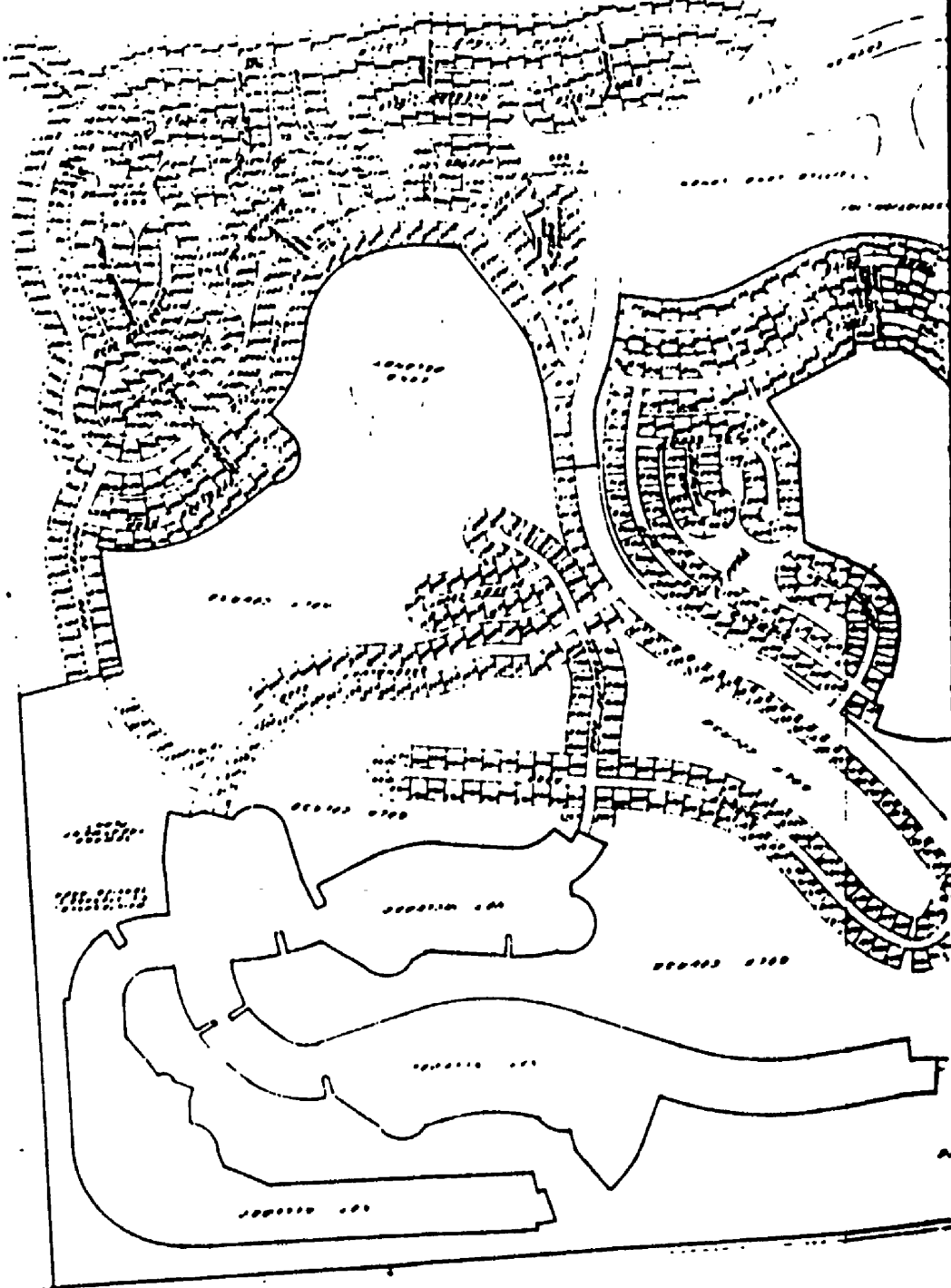
ZELLWOOD STATION  
SECTIONS 28, 29 & 30, TOWNSHIP 30 SOUTH, RA  
ORANGE COUNTY, FLORIDA

OR BK 4644 PG. 1 & 2  
Orange Co FL 4650729



GENERAL INVESTIGATIVE DIVISION  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D. C. 20535

EXHIBIT 101



OR BK 4644 PG 143  
Orange Co FL 4650789

ILLWOOD STATION  
TOWNSHIP 30 SOUTH, RANGE 37 EAST  
ANGE COUNTY, FLORIDA

EXHIBIT "C"

| LOT # | ADDRESS                  |
|-------|--------------------------|
| 907   | 2711 LAKE GRASSMERE CIR. |
| 908   | 2715 LAKE GRASSMERE CIR. |
| 909   | 2719 LAKE GRASSMERE CIR. |
| 910   | 2723 LAKE GRASSMERE CIR. |
| 911   | 2727 LAKE GRASSMERE CIR. |
| 913   | 2706 CANARY PALM COURT   |
| 1846  | 2600 LAKE GRASSMERE CIR. |
| 1847  | 2604 LAKE GRASSMERE CIR. |
| 1851  | 2620 LAKE GRASSMERE CIR. |
| 1852  | 2624 LAKE GRASSMERE CIR. |
| 1853  | 2628 LAKE GRASSMERE CIR. |
| 1854  | 2632 LAKE GRASSMERE CIR. |
| 1855  | 2636 LAKE GRASSMERE CIR. |
| 1856  | 2640 LAKE GRASSMERE CIR. |
| 1857  | 2644 LAKE GRASSMERE CIR. |
| 1858  | 2648 LAKE GRASSMERE CIR. |
| 1859  | 2652 LAKE GRASSMERE CIR. |
| 1860  | 2656 LAKE GRASSMERE CIR. |
| 1863  | 2676 LAKE GRASSMERE CIR. |
| 1869  | 2801 HORTREE COURT       |
| 1870  | 2680 LAKE GRASSMERE CIR. |
| 1871  | 2684 LAKE GRASSMERE CIR. |
| 1872  | 2688 LAKE GRASSMERE CIR. |
| 1873  | 2692 LAKE GRASSMERE CIR. |
| 1874  | 2696 LAKE GRASSMERE CIR. |
| 1875  | 2702 LAKE GRASSMERE CIR. |
| 1877  | 2710 LAKE GRASSMERE CIR. |
| 1881  | 2724 LAKE GRASSMERE CIR. |
| 1882  | 2730 LAKE GRASSMERE CIR. |
| 1883  | 2734 LAKE GRASSMERE CIR. |
| 1884  | 2738 LAKE GRASSMERE CIR. |
| 1894  | 4125 GREENBLUFF ROAD     |
| 1895  | 4121 GREENBLUFF ROAD     |
| 1896  | 4117 GREENBLUFF ROAD     |
| 1897  | 4113 GREENBLUFF ROAD     |
| 1898  | 4109 GREENBLUFF ROAD     |
| 1899  | 4105 GREENBLUFF ROAD     |
| 1900  | 4101 GREENBLUFF ROAD     |
| 1477  | 3649 SOUTH CITRUS CIRCLE |

OR BL 4644 Pg 1 432  
Orange Co FL 465072

RECORDED IN RECORDS MANAGEMENT DEPARTMENT AS IS



RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS

| LOT # | ADDRESS          |
|-------|------------------|
| 1168  | 3643 PARVAY ROAD |
| 1169  | 3653 PARVAY ROAD |
| 1170  | 3661 PARVAY ROAD |
| 1312  | 3825 PARVAY ROAD |
| 1313  | 3833 PARVAY ROAD |
| 1319  | 3911 PARVAY ROAD |
| 1320  | 3919 PARVAY ROAD |
| 1326  | 3971 PARVAY ROAD |
| 1327  | 3979 PARVAY ROAD |
| 1331  | 3986 PARVAY ROAD |
| 1332  | 3972 PARVAY ROAD |
| 1333  | 3964 PARVAY ROAD |
| 1334  | 3942 PARVAY ROAD |
| 1335  | 3934 PARVAY ROAD |
| 1336  | 3926 PARVAY ROAD |
| 1334  | 3706 PARVAY ROAD |

|     |                 |
|-----|-----------------|
| 644 | 3825 OLAX COURT |
|-----|-----------------|

|      |                      |
|------|----------------------|
| 1398 | 3477 GREENBLUFF ROAD |
| 1399 | GREENBLUFF ROAD      |
| 1600 | 2334 PUTTER ROAD     |
| 1602 | 2318 PUTTER ROAD     |
| 1604 |                      |

LAKEVIEW VILLAGE

|     |                          |
|-----|--------------------------|
| 199 | 4047 NORTH CITRUS CIRCLE |
| 230 | 3941 NORTH CITRUS CIRCLE |
| 231 | 3953 NORTH CITRUS CIRCLE |
| 232 | 3937 NORTH CITRUS CIRCLE |
| 233 | 3937 NORTH CITRUS CIRCLE |
| 239 | 3843 NORTH CITRUS CIRCLE |
| 318 | 3723 NORTH CITRUS CIRCLE |
| 319 | 3733 NORTH CITRUS CIRCLE |
| 321 | 3749 NORTH CITRUS CIRCLE |
| 479 | 4046 NORTH CITRUS CIRCLE |
| 481 | 4030 NORTH CITRUS CIRCLE |
| 489 | 3944 NORTH CITRUS CIRCLE |
| 490 | 3838 NORTH CITRUS CIRCLE |
| 702 | 3810 NORTH CITRUS CIRCLE |
| 703 | 3802 NORTH CITRUS CIRCLE |

|     |                  |
|-----|------------------|
| 730 | 3843 COHEN DRIVE |
| 731 | 3907 COHEN DRIVE |
| 734 | 3931 COHEN DRIVE |
| 735 | 3939 COHEN DRIVE |
| 740 | 3979 COHEN DRIVE |
| 753 | 3724 COHEN DRIVE |
| 766 | 3908 COHEN DRIVE |
| 770 | 3940 COHEN DRIVE |
| 771 | 3943 COHEN DRIVE |

OR. No. 4644-PI 1434  
Orange Co. FL 465072



LOT # ADDRESS

ROLLING HILLS VILLAGE  
R-47 2811 MYRTLE OAK LANE  
R-48 2819 MYRTLE OAK LANE  
R-49 2827 MYRTLE OAK LANE  
R-50 2835 MYRTLE OAK LANE  
R-51 2843 MYRTLE OAK LANE  
R-52 2847 MYRTLE OAK LANE

773 4108 GREENBLUFF COURT  
774 4114 GREENBLUFF COURT  
775 4122 GREENBLUFF COURT  
776 4130 GREENBLUFF ROAD  
777 4134 GREENBLUFF COURT  
778 4138 GREENBLUFF COURT  
779 4142 GREENBLUFF COURT  
780 4146 GREENBLUFF COURT  
781 4150 GREENBLUFF COURT  
785 4166 GREENBLUFF COURT  
786 4170 GREENBLUFF COURT  
788 4178 GREENBLUFF COURT

791 4169 GREENBLUFF COURT  
792 4151 GREENBLUFF COURT  
793 4147 GREENBLUFF COURT  
794 4143 GREENBLUFF COURT  
795 4139 GREENBLUFF COURT  
796 4135 GREENBLUFF COURT  
797 4131 GREENBLUFF COURT  
798 4127 GREENBLUFF COURT  
799 4123 GREENBLUFF COURT  
800 4119 GREENBLUFF COURT  
801 4115 GREENBLUFF COURT  
802 4111 GREENBLUFF COURT  
803 4107 GREENBLUFF COURT

804 4033 GREENBLUFF ROAD  
805 4031 GREENBLUFF ROAD  
806 4027 GREENBLUFF ROAD  
807 4023 GREENBLUFF ROAD  
808 4019 GREENBLUFF ROAD  
809 4015 GREENBLUFF ROAD  
810 4011 GREENBLUFF ROAD  
811 4007 GREENBLUFF ROAD  
812 4003 GREENBLUFF ROAD  
813 3963 GREENBLUFF ROAD  
814 3959 GREENBLUFF ROAD  
815 3955 GREENBLUFF ROAD  
816 3951 GREENBLUFF ROAD

822 4114 GREENBLUFF ROAD  
823 4110 GREENBLUFF ROAD  
824 4106 GREENBLUFF ROAD  
825 4102 GREENBLUFF ROAD  
826 4098 GREENBLUFF ROAD  
827 4094 GREENBLUFF ROAD

OR # 4644 PL 1435  
Orange Co PL 465075

ORIGINAL RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS

ORIGINAL RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS

| LOT # | ADDRESS                  |
|-------|--------------------------|
| 828   | 4828 GREENBLUFF ROAD     |
| 829   | 4824 GREENBLUFF ROAD     |
| 830   | 4820 GREENBLUFF ROAD     |
| 831   | 4816 GREENBLUFF ROAD     |
| 832   | 4812 GREENBLUFF ROAD     |
| 833   | 4808 GREENBLUFF ROAD     |
| 834   | 4804 GREENBLUFF ROAD     |
| 835   | 2842 MYRTLE OAK LANE     |
| 836   | 2834 MYRTLE OAK LANE     |
| 837   | 2828 MYRTLE OAK LANE     |
| 838   | 4005 MYRTLE OAK COURT    |
| 839   | 4009 MYRTLE OAK COURT    |
| 840   | 4013 MYRTLE OAK COURT    |
| 841   | 4017 MYRTLE OAK COURT    |
| 842   | 4021 MYRTLE OAK COURT    |
| 843   | 4025 MYRTLE OAK COURT    |
| 844   | 4029 MYRTLE OAK COURT    |
| 845   | 4033 MYRTLE OAK COURT    |
| 846   | 4105 MYRTLE OAK COURT    |
| 847   | 4109 MYRTLE OAK COURT    |
| 848   | 4113 MYRTLE OAK COURT    |
| 849   | 4123 MYRTLE OAK COURT    |
| 850   | 4126 MYRTLE OAK COURT    |
| 853   | 4110 MYRTLE OAK COURT    |
| 870   | 2622 FIDDLEWOOD COURT    |
| 872   | 2612 FIDDLEWOOD COURT    |
| 875   | 2621 LAKE GRASSMERE CIR. |
| 878   | 2635 LAKE GRASSMERE CIR. |
| 879   | 2639 LAKE GRASSMERE CIR. |
| 880   | 2643 LAKE GRASSMERE CIR. |
| 881   | 2647 LAKE GRASSMERE CIR. |
| 882   | 2651 LAKE GRASSMERE CIR. |
| 883   | 2655 LAKE GRASSMERE CIR. |
| 884   | 2730 LAKE GRASSMERE CT.  |
| 885   | 2722 LAKE GRASSMERE CT.  |
| 886   | 2718 LAKE GRASSMERE CT.  |
| 887   | 2710 LAKE GRASSMERE CT.  |
| 888   | 2706 LAKE GRASSMERE CT.  |
| 889   | 2702 LAKE GRASSMERE CT.  |
| 890   | 2701 LAKE GRASSMERE CT.  |
| 892   | 2709 LAKE GRASSMERE CT.  |
| 893   | 2713 LAKE GRASSMERE CT.  |
| 895   | 2721 LAKE GRASSMERE CT.  |
| 896   | 2725 LAKE GRASSMERE CT.  |
| 899   | 2737 LAKE GRASSMERE CT.  |
| 900   | 2741 LAKE GRASSMERE CT.  |

DR # 46-44 Pt 1 436  
Orange Co FL 32072

Handwritten notes and signatures in the bottom right corner.

**Homeowner's Association Declaration of  
Covenants, Restrictions and Easements**

1415711 <sup>ORANGE</sup> CO., FL <sup>Aug 2 10 53 AM '79</sup> C.L. 3034 <sup>208 02</sup> *pl* 1494

HOMEOWNERS' ASSOCIATION

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION made this 25th day of July, 1979, by CAYMAN DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called "Developer."

R E C I T A L S:

A. Developer is the owner of certain property in the County of Orange, State of Florida, as more particularly described on Schedule A and Schedule B attached hereto and incorporated herein by this reference (collectively the "Properties").

B. The property described on Schedule A ("Residential Areas") consists essentially of Lots designed for mobile home use, and Developer intends to submit same to condominium ownership pursuant to the laws of the State of Florida. The property described on Schedule B ("Common Area") includes amenities such as a recreation center complex, roads, trails, lakes, parks, open spaces and other common facilities.

C. The Properties comprise a portion of a larger tract owned by Developer, as more particularly described on Schedule C attached hereto and incorporated herein by reference (hereinafter called the "Project Lands"), on which Developer is constructing in stages a mobile home community known as Zellwood Station.

D. Developer has deemed it desirable, for the efficient preservation of the values and amenities of the Properties and such additional portions of the Project Lands which may be annexed thereto pursuant to the provisions of this Declaration, to create a non-profit corporation under the laws of the State of Florida to which shall be delegated and assigned the powers of owning, maintaining and administering the Common Area and administering and enforcing the covenants, restrictions, easements, charges and liens hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created, each and all of which is and are for the benefit of the Properties and each owner thereof. Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, Zellwood Station Community Association, Inc. for the purpose of exercising the functions aforesaid.

E. Developer may execute, acknowledge and record a Supplemental Declaration affecting solely an annexed portion of the Project Lands, so long as Developer owns all of the property to be affected by such Supplemental Declaration. Such Supplemental Declaration shall not conflict with the provisions of this Declaration, but may impose further conditions, covenants and restrictions for the operation, protection and maintenance of the property affected thereby.

F. Developer hereby declares that the Properties, and such additional portions of the Project Lands which may be annexed thereto, shall be held, sold, conveyed, encum-

This instrument was prepared by:  
Paul F. Bryan  
Winderseedle, Haines, Ward & Woodman, P.A.  
P. O. Box 880 - Winter Park, Florida 32791

bered, leased, used and occupied subject to the following covenants, restrictions, easements, charges and liens (sometimes referred to herein as the "covenants and restrictions"), which are for the purpose of protecting the value and desirability of, and which shall run with, said Properties and be binding on all parties having any rights, title or interest in and to same or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Developer's rights to complete the development of the Project Lands and construction of improvements thereon, nor Developer's right to maintain model mobile homes, construction, sales or leasing offices or similar facilities on any portion thereof owned by Developer or the Association, nor Developer's right to post signs incidental to construction, sales or leasing.

**ARTICLE I  
DEFINITIONS**

Unless the context shall prohibit, the following words and phrases when used herein shall have the meanings hereinafter specified:

Section 1. "Architectural Committee" shall mean the committee created pursuant to Article VIII hereof.

Section 2. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of Florida, a true copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 3. "Common Assessment" shall mean the charge against each Owner and his Lot, representing a portion of the total costs to the Association of exercising its powers and performing its duties and functions and of maintaining, improving, repairing, replacing, managing and operating the Common Area.

Section 4. "Special Assessments" shall mean a charge against a particular Owner and his Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

Section 5. "Reconstruction Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the cost to the Association for reconstruction of any portion or portions of the Improvements on the Common Area pursuant to the provisions of this Declaration.

Section 6. "Capital Improvement Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the costs to the Association for installation or construction of any Improvements on any portion of the

Common Area which the Association may from time to time authorize.

Section 7. "Association" shall mean Zellwood Station Community Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 8. "Board" shall mean the Board of Directors of the Association.

Section 9. "By-Laws" shall mean the By-Laws of the Association which are attached hereto as Exhibit 2 and incorporated herein by this reference, as such By-Laws may be amended from time to time.

Section 10. "Common Area" shall mean and refer to the property described on Schedule B, together with such additional portions of the Project Lands as are intended to be devoted to the common use and enjoyment of the Owners and with respect to which a Notice of Addition of Territory has then been recorded declaring same as Common Area and subjecting it to this Declaration and to the jurisdiction of the Association as provided herein. Unless the context indicates otherwise, the term includes the Improvements and facilities constructed on the property.

Section 11. "Residential Area" shall mean and refer to the property described on Schedule A, together with such additional portions of the Project Lands as are developed with Lots and with respect to which a Notice of Addition of Territory has then been recorded declaring same as Residential Area and subjecting it to this Declaration and the jurisdiction of the Association as provided herein.

Section 12. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Area (including Unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments), including those costs not paid by the Owner responsible for payment; the costs of any and all utility charges (metered or otherwise) for the Common Area; cable or master television antenna charges; costs of management and administration of the Association, including but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all gardening and other services benefiting the Common Area; the cost of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Common Area; the costs of bonding of the members of the Board and the management body; taxes paid by the Association, including real property taxes for the Common Area; amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Area, or portions thereof; and the costs of any other item or items incurred by the Association for any reason whatsoever in connection with the exercise of its powers or the performance of its duties and functions or in connection with the Common Area.

Section 13. "Developer" shall mean and refer to Cayman Development Corporation, a Florida corporation, its successors and assigns, if such successors and assigns should acquire more than one (1) Lot from Developer for the purpose of development and sale so long as Cayman Development

Corporation assigns the rights of the Developer hereunder to any such person by an express written assignment.

**Section 14. "Declaration"** shall mean this instrument as it may be amended from time to time.

**Section 15. "Dwelling"** shall mean and refer to a mobile home which is designed and intended for use and occupancy as a residence by a single family.

**Section 16. "Family"** shall mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than three (3) persons not all so related, who maintain a common household in a Dwelling located on a Lot.

**Section 17. "Improvement"** shall mean all structures and appurtenances thereto of every type and kind, including, but not limited to, Dwellings, buildings, outbuildings, walkways, trails, sprinkler pipes, gatehouse, roads, driveways, parking areas, fences, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and exterior air conditioning equipment.

**Section 18. "Maintenance Funds"** shall mean the accounts created for receipts and disbursements of the Association, pursuant to Article VI hereof.

**Section 19. "Lot"** shall mean and refer to any residential Lot shown upon any subdivision or condominium survey map of the Properties, recorded by Developer, with the exception of the Common Area. Where a Residential Area is submitted to condominium ownership, each unit in the condominium, including its appurtenant ownership in the common elements, shall be deemed a Lot for the purpose of this Declaration.

**Section 20. "Management Company"** shall mean the person, firm or corporation appointed by the Association hereunder as its agent and delegated certain duties, powers or functions of the Association.

**Section 21. "Member"** shall mean any person or entity holding a membership in the Association as provided herein.

**Section 22. "Mortgage"** shall mean any mortgage covering a Lot. The term "Mortgagee" shall mean the holder of such mortgage.

**Section 23. "Notice and Hearing"** shall mean written notice and a public hearing before a tribunal appointed by the Board, at which the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner's expense, in the manner further provided in the By-Laws.

**Section 24. "Owner"** shall mean and refer to the person or persons or other legal entity or entities, including Developer, holding record fee simple to any Lot, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. For purposes of Article 4 only, unless the context otherwise requires, Owner shall

also include the family, invitees, licensees and lessees of any Owner.

Section 25. "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 26. "Properties" shall mean and refer to the property described on Schedules A and B, together with such additional portions of the Project Lands with respect to which a Notice of Territory has then been recorded subjecting it to the Declaration and to the jurisdiction of the Association as provided herein.

Section 27. "Record, Recorded, Filed and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the Clerk of the Circuit Court of Orange County, Florida.

Section 28. "Supplemental Declaration" shall mean any declaration of covenants and restrictions which may be recorded by Developer pursuant to Article XIV of this Declaration.

The foregoing definitions shall be applicable to this Declaration and also to any Notice of Addition of Territory, Supplemental Declaration or Declaration of Amendment, unless otherwise expressly provided, recorded pursuant to the provisions of this Declaration.

## ARTICLE II OWNER'S PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress and of enjoyment in, to and over the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to reasonably limit the number of guests of Owners using the recreational facilities of the Common Area.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area.

(c) The right of the Association to charge reasonable admission and other fees for the use of the recreation facilities of the Common Area.

(d) The right of Developer, and of the Association in accordance with its Articles and By-Laws and subject to the provisions of Article XIII hereof, to borrow money for the purpose of improving the Common Area, or any portion thereof, and to mortgage the Common Area. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such property, to charge reasonable admission and other fees as a condition to continued enjoyment by the Members of



recreational facilities and, if necessary, to open the enjoyment of said recreation facilities to a wider public until the mortgage debt is satisfied whereupon the possession of the property shall be returned to the Association and all rights of the Members hereunder shall be fully restored. Except as provided above, the rights of the lender shall be subordinate to the rights of the Members.

(e) The right of the Association to suspend the voting rights and right to use the Common Area (except means of ingress and egress) for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association, provided that any suspension of such voting rights or right to use the Common Area, shall be made only by the Board after notice and an opportunity for a hearing as provided in the By-Laws.

(f) Subject to the provisions of Article XIII of this Declaration, the right of the Association to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Members. No such dedication, release, alienation or transfer shall be effective, unless an instrument signed by Members entitled to cast two-thirds (2/3rds) of the voting power of the Class A Members (excluding the voting power of Developer), agreeing to such dedication, release, alienation or transfer, and consented to in writing by the Class B Member, has been recorded and unless written notice of the proposed agreement and action is sent to every Member at least ninety (90) days in advance of any action taken.

(g) The right of the Developer (and its sales agents, customers and representatives) to the non-exclusive use of the Common Area and the facilities thereof, without charge, for sales, display, access, ingress, egress and exhibit purposes until such time as all Lots planned for Project Lands have been sold and conveyed.

(h) The right of the Association (by action of the Board) to reconstruct or replace any Improvement or portion thereof upon the Common Area, substantially in accordance with the original design, finish or standard of construction of such Improvement; and not substantially in accordance with such original design, finish or standard of construction only with the vote or written consent of at least fifty-one (51%) percent of the voting power of the Class A Members (excluding the voting power of Developer), and consented to in writing by the Class B Member.

(i) The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Area.

(j) The right of Developer to annex additional Common Area pursuant to Article XIV hereof.

(k) The right of Developer to complete construction of Common Area facilities.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities and other easements granted hereunder, to the members of his family, his tenants, temporary guests, or contract purchasers, subject to reasonable regulation by the Board. Developer may, with respect to Developer-owned Lots, delegate its right of enjoyment to the Common Area and facilities and other easements granted hereunder, to the lessee(s) of said Lot, the members of his family, his sub-tenants, temporary guests, or contract sub-tenants.

Section 3. Parking. Parking shall be permitted within the Common Area only within spaces and areas clearly marked for this purpose. The Association is hereby empowered to establish parking regulations and to enforce these parking regulations by all means lawful for such enforcement, including the removal of any violating vehicle.

Section 4. Easements for Vehicular and Pedestrian Traffic. In addition to the general easements for use of the Common Area reserved herein, Developer hereby reserves and covenants for itself and for all Owners within the Properties that each and every Owner shall have a non-exclusive easement appurtenant for vehicular and pedestrian traffic over all streets within the Properties and for pedestrian traffic over and across all paths and trails within the Properties. Developer also hereby reserves easements of access, ingress and egress over the streets within the Properties for the use and benefit of the invitees of the Developer, its agents and employees, and for the use and benefit of the owner or the golf course and country club located within the Project Lands, and the employees, invitees, members, players and guests thereof.

Section 5. Easements for County Public Service Use. In addition to the foregoing easements, there shall be and Developer hereby reserves and covenants for itself and all Owners, easements and access for governmental public services, including, but not limited to, the right of the police to enter upon any part of the Properties for the purpose of enforcing the law.

Section 6. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, or release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Lot or Dwelling.

Section 7. Title to the Common Area. When the title to 300 Lots in the Project Lands have been sold and conveyed to purchasers thereof, or on December 31, 1983, whichever first occurs, or sooner at the option of the Developer, the Developer shall convey to the Association by recorded special warranty deed the fee title to the then existing Common Area free and clear all mortgages obtained by Developer. Portions of the Project Lands which may thereafter be declared Common Area shall upon such declaration be likewise conveyed to the Association. Title to the Common Area shall be held by the Developer and the Association, during their respective periods of ownership, for the use and benefit of the Owners.

ARTICLE III  
MEMBERSHIP IN ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association, and no Owner shall have more than one membership in the Association. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every membership of an Owner in the Association shall be appurtenant to and may not be separated from the fee ownership of his Lot. Ownership of such Lot shall be the sole qualification for membership of an Owner in the Association. The Developer shall also be a Member of the Association.

ARTICLE IV  
VOTING RIGHTS

Section 1. Classes of Voting Membership. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A Members shall originally be all Owners, with the exception of the Developer for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot owned. Developer shall become a Class A Member with respect to Lots owned by Developer upon conversion of Developer's Class B Membership as provided below. When more than one person owns any Lot, all such persons shall be members. The vote for such Lot shall be exercised in accordance with Section 2 of this Article IV, and in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Membership shall be the Developer. The Class B Member shall be entitled to one (6) votes for each Lot owned by Developer which is subject to assessment hereunder, plus six (6) votes per proposed Lot (i.e., the difference between the 1700 maximum Lots permitted on the Project and the actual number of Lots which at the particular time are subject to assessment hereunder). The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A Membership equal the votes outstanding in the Class B Membership; or
- (b) thirty (30) days after Developer elects to terminate Class B Membership; or
- (c) on December 31, 1988.

Section 2. Vote Distribution. Owners shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-

owner is designated or if such designation had been revoked, the vote of such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any Lot where the majority of the co-owners cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration and in the Articles of Incorporation and By-Laws of the Association. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by the President or Vice President and attested by the Secretary of the Association.

ARTICLE V  
DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board of Directors, shall also have the power to:

- (a) Maintain, repair, operate and otherwise manage the Common Area, including all facilities, improvements, streets and landscaping thereon in accordance with the provisions of Article VI of this Declaration.
- (b) Obtain water and sanitary sewage service for the Residential Areas and the Common Area.
- (c) Grant easements, rights of way, or strips of land, where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and the Residential Areas.
- (d) Where it deems necessary or appropriate, provide or arrange services for the benefit of all the residents of the Properties, including but not limited to, refuse removal, security, bus transportation, cable or master television antenna service.
- (e) Purchase, own and operate, property (real, personal or mixed) for the use and benefit of the Members.
- (f) Maintain such policy or policies of liability and fire insurance with respect to the Common Area and personal property, if any, owned by the Association (or by Developer for the use and benefit of the Association) as provided herein in furthering the purposes of and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws of the Association.
- (g) Employ or contract with a Management Company to perform all or any part of the duties and responsi-

bilities of Association, and shall have the power to delegate its powers to committees, officers and employees.

(h) After fifteen (15) days written notice, without being liable to the offending party, enter upon any Lot or Residential Area for the purpose of enforcing by peaceful means the provisions of this Declaration, or for the purpose of maintaining or repairing any such area if for any reason whatsoever the party responsible for same fails to maintain or repair any such area as required by this Declaration.

**ARTICLE VI**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot owned by it in the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual Common Assessments for Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, and (4) Reconstruction Assessments; such assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Subject to provisions of this Declaration protecting first mortgagees, the personal obligation for delinquent assessments shall pass to the successors-in-title of such Owner. The Board shall establish no fewer than two (2) separate accounts (the "Maintenance Funds") into which shall be deposited all monies paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under the provisions of this Declaration. The Maintenance Funds shall include: (1) an Operating Fund for current expenses of the Association, and (2) a Common Area Reserve Fund for replacements, painting and repairs (which would not reasonably be expected to recur on an annual or less frequent basis) of the Common Area facilities to the extent necessary under the provisions of this Declaration. The Board shall not commingle any amounts deposited into any of the Maintenance Funds with one another.

Section 2. Purpose of Common Assessments. The Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and for the improvement and maintenance of the Common Area as provided herein. However, disbursements from the Common Area Reserve Fund shall be made by the Board only for the specific purposes in this Article VI. Disbursements from the Operating Fund shall be made by the Board for such purposes as are necessary for the discharge of its responsibilities herein for the common benefit of all of the Owners, other than those

purposes for which disbursements from the Common Area Reserve Fund are to be used. Nothing in this Declaration shall be construed in such a way as to permit the Association to use any Assessments to abate any nuisance or annoyance emanating from outside the Properties.

Section 3. Damage to Common Area by Owners. The foregoing maintenance, repairs or replacements within the Common Area arising out of or caused by the willful or negligent act of the Owner, his family, guests, invitees or lessees shall be done at said Owner's expense. A Special Assessment therefor shall be made against his Lot.

Section 4. Capital Improvements and Reconstruction Assessments. In addition to the Common Assessments authorized above, the Board may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or other such addition upon the Common Area, including fixtures and personal property related thereto; provided that any such assessment in excess of Twenty Thousand (\$20,000.00) Dollars shall have the vote or written assent of a majority of the votes of Members who are subject to such assessments, excluding therefrom the votes of Developer.

Section 5. Notice and Quorum for any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action by the Members authorized under Section 4 shall be mailed to all Members not less than fourteen (14) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members in person or by proxy entitled to cast fifty-one (51%) percent of the voting power of the Association exclusive of the voting power of Developer. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be twenty-five (25%) percent of such voting power. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Common Assessments, Capital Improvement Assessments and Reconstruction Assessments provided for in this Article VI must be fixed at a uniform rate for all Lots within the Properties; provided, however, the Association may, subject to the provisions of Section 3 of this Article, levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests or agent. All Common Assessments shall be collected monthly. Only the Lots which are included within the Properties and subject to assessment pursuant to Article VI, Section 1, hereof, shall be liable for assessments.

Section 7. Date of Commencement of Association's Obligation for Common Expenses. The obligation of the Association to pay the Common Expenses shall commence on the first day of the month after the closing on the sale of the first Lot in any of the Residential Areas described on

Schedule A and, with respect to Common Expenses arising as a result of additions to the Common Area, shall commence on the first day of the month after such additional Common Area is subjected to this Declaration and to the ~~jurisdiction~~ of the Association by the recording of a Notice of Addition of Territory.

Section 8. Date of Commencement of Common Assessments:  
Due Date. With respect to each Lot within a condominium, the annual Common Assessments provided for herein shall commence with the month following the month during which the title to the first Lot therein is sold and conveyed by Developer to the purchaser thereof. The first annual Common Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By-Laws. The Board shall fix the amount of the annual Common Assessments against each Lot subject to assessment at least thirty (30) days in advance of each Common Assessment period. Written Notice of any change in the amount of the annual Common Assessment shall be sent to every Owner subject thereto, at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot are paid up to date. A properly executed certificate of the Association as to the status of the assessments against a Lot is binding upon the Association as of the date of its issuance.

The Board shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, and shall cause to be distributed a copy of each such statement to each Owner, and to each first Mortgagee who has filed a written request for copies of the same with the Board, in the manner provided in the By-Laws of the Association. At least sixty (60) days prior to the beginning of each fiscal year, the Board shall prepare and distribute to the membership of the Association a written, itemized estimate (budget) of the expenses to be incurred by the Association during such year in performing its functions under this Declaration (which may include reasonable provision for contingencies and deposits into the Common Area Reserve Fund, less any expected income and accounting for any surplus from the prior year's respective Zellwood Station Maintenance Fund).

The Association may designate a condominium association to collect from Owners in said condominium the assessments levied hereunder.

At the end of any fiscal year of the Association, the Owners may determine that all excess funds remaining in the Operating Fund, over and above the amounts used for the operation of the Properties, may be returned to the Members proportionately, or may be retained by the Association and used to reduce the following year's Common Assessments.

Section 9. Exempt Property. All portions of the Project Lands which are not part of the Properties, shall be exempt from assessments.

ARTICLE VII  
EFFECT OF NON-PAYMENT OF ASSESSMENTS  
REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessments: Remedies of the Association. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment not paid within ten (10) days after the due date shall at the option of the Board bear interest from the due date of such installment at the rate of ten (10%) per cent per annum. If any installment of an assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required further by the Board to pay a late charge of Ten (\$10.00) Dollars or five (5%) percent of the amount of the delinquent installment, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. If any installment of a Common Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner, and to the first Mortgagee which has requested a copy of the notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured, and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Common Assessment for the then current fiscal year and sale of the Lot pursuant to foreclosure of the lien securing the unpaid Common Assessment. If the delinquent installments of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the unpaid Common Assessment to be immediately due and payable without further demand and may enforce the collection of the said Common Assessments and all charges thereon in any manner authorized by law and this Declaration. Liens for assessments hereunder and liens for assessments of condominium associations shall be of equal dignity.

Section 2. Notice of Claim of Lien. No action shall be brought to enforce any assessment lien herein, unless at least thirty (30) days has expired following the date that a Notice of Claim of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot (the Association may record a copy of the Notice of Claim of Lien). Said Notice of Claim of Lien must recite a sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at ten (10%) per cent, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant. Such Notice of Claim of Lien shall be signed and acknowledged by an officer of the Association or by the Management Company in behalf of the Association. The lien shall continue until fully paid or otherwise satisfied.



Section 3. Foreclosure Sale. The assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a Notice of Claim of Lien was recorded by the Association, the Association or the Management Company on behalf of the Association shall record an appropriate Release of Lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed Fifty (\$50.00) Dollars, to cover the cost of preparing and recording such release. A certificate executed and acknowledged by an officer of the Association or by the Management Company stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Ten (\$10.00) Dollars.

Section 5. Cumulative Remedies. The assessment liens and the rights to foreclose and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of the Lien to Mortgages. In the event the holder of a first Mortgage upon a Lot made in good faith and for value shall obtain title to the Lot as a result of foreclosure of its Mortgage, or as a result of a deed given in lieu of foreclosure, such first mortgagee, its successors and assigns, shall not be liable for the share of assessments or other charges by the Association pertaining to such Lot or chargeable to the former Owner thereof which become due prior to the acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu, unless such charge is secured by a Claim of Lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of assessments or other charges shall be deemed to be a Common Expense collectible from all the Owners, including such acquirer and its successors and assigns. A first Mortgagee acquiring title to a Lot as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Lot, whether or not such Lot is occupied, be excluded from payment of assessments coming due during the period of such ownership.

ARTICLE VIII  
ARCHITECTURAL CONTROL

Section 1. Members of Committee. The Architectural Committee sometimes referred to in this Declaration as the "Committee," shall initially consist of persons designated by Developer, whose address is Highway 441, P.O. Box 292, Zellwood, Florida 33298. Developer shall have the right

(but not the obligation) to designate the members of the Committee until the earlier of (a) the sale and conveyance of all 1,998 Lots planned for the Project Lands, or (b) December 31, 1988. Thereafter, the Committee shall consist of the members of the Board or 3 or more representatives appointed by the Board.

Section 2. Review of Proposed Construction. Subject to Article X, Section 10, of this Declaration, no Dwelling (or appurtenant structures), building, fence, wall, patio cover or other structure shall be commenced, painted, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, size, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and color and location in relation to surrounding structures and topography, by the Architectural Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding portions of the Properties, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, elevation drawings and description or samples of exterior materials and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. If the proposed construction, alteration or additions are to common elements of a condominium, said submission shall be made by the condominium association. The Committee may also adopt from time to time reasonable minimum standards of maintenance for all improvements which shall be adhered to by each Owner, the Association, and by each Condominium Association.

Section 3. Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee Representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the Committee taken without a meeting, shall constitute an act of the Committee.

Section 4. No Waiver of Future Approvals. The approval of the Committee to any proposals or plans and specifications or drawings for work done or proposed or in

connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

**Section 5. Compensation for Members.** Members of the Committee who are residents of the Properties or who are appointed by the Developer shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, but the Board may authorize reasonable compensation for other members of the Committee.

**Section 6. Inspection of Work.** Inspection of work and correction of defects therein, and enforcement of minimum maintenance standards, shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article VIII, the person who obtained the approval (the "Applicant") shall give written notice of completion to the Committee.

(b) Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans it shall notify the Applicant in writing of such noncompliance within such sixty-day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If the Committee finds that an improvement is in violation of the minimum standards of maintenance it shall notify the violating party ("Violator") specifying the particulars of noncompliance, and shall require the Violator to remedy same.

(d) If upon the expiration of thirty (30) days from the date of such notification, the Applicant or Violator, as the case may be, shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon notice and hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant or Violator shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant or Violator does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying Improvements or remedy the noncompliance, or correct the deficiency under the minimum maintenance standards and the Applicant or the Violator shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant or the Violator to the Association, the Board shall levy a Special Assessment against such Applicant or Violator for reimburse-

ment. (In the event said Applicant or Violator is a condominium association, the aforementioned Special Assessment shall be levied against all Lots in the condominium in equal amounts).

(e) If for any reason the Committee fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of said written notice of completion from the Applicant the Improvement shall be deemed to be in accordance with said approved plans.

**Section 7. Non-Liability of Committee Members.** No member of the Committee nor the Committee's duly authorized representative, shall be liable to the Association, any condominium association, or to any Owner or any other person or entity for any loss, damage, injury or expense arising out of or in any way connected with the performance of his duties hereunder, unless due to his willful misconduct or bad faith. The Association shall indemnify and hold harmless each member of the Committee and the Committee's duly authorized representative agent against all liability arising out of the performance of his duties hereunder, except when due to his willful misconduct or bad faith. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit of detriment which would result to the immediate vicinity and the Properties as a whole. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of Dwellings or buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

**Section 8. Variance.** The Committee may authorize variances from compliance with any architectural provisions of this Declaration or any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. If such variances are granted, no violation of the restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance. Such variances must be evidenced in writing and must be signed by at least two (2) members of the Committee.

ARTICLE IX  
MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. Maintenance Obligations of Condominium Associations and Owners. It shall be the duty of each association which operates a condominium within the Residential Areas, at its sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval and standards, to maintain, repair, replace and restore the common elements under its jurisdiction, in a neat, sanitary and attractive condition. In the event that any such condominium association shall permit any Improvement which is its responsibility to maintain, to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Architectural Committee shall have the right, but not the duty, upon fifteen (15) days' prior written notice to said condominium association, to correct such condition and to enter upon such condominium property to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the condominium. Said cost shall be a Special Assessment and shall create a lien upon all the Lots in said condominium enforceable in the same manner as other assessments as set forth in this Declaration; provided, however, that any Owner may have his Lot discharged from the lien of such Special Assessment upon payment of the proportionate amount attributable to his Lot. The condominium association shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable by each Owner in the condominium as Common Assessments. It shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval and standards, to maintain, repair, replace and restore areas and Improvements subject to his exclusive control, in a neat, sanitary, and attractive condition. Areas subject to the exclusive control of a Owner shall be deemed to include, but not be limited to, the exterior and all glass portions of his Dwelling and its appurtenant structures, and the landscaping, shrubbing and other plantings located on his Lot. In the event that any Owner shall permit any area or Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Architectural Committee shall have the right, but not the duty, upon fifteen (15) days' prior written notice to the Owner of such Lot, to correct such condition and to enter upon such Owner's Lot to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the Owner. Said cost shall be a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration. The Owner shall pay promptly all amounts due for such work, and the cost and expense of collection may be added, at the option of the Board, to the amounts payable by each Owner as Common Assessments.

Section 2. Maintenance Obligations of Association. The Association shall maintain, or provide for the maintenance of, all of the Common Area, including, without limitation, the recreation buildings, roads, lakes, landscaping, trees, plants and other vegetation which are part

of the Common Area. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine in their judgment to be appropriate.

Section 3. Exterior Appearance and Design. Any Owner who has suffered damage may apply for approval to the Architectural Committee for reconstruction, rebuilding or repair of his Dwelling. Application for such approval shall be made in writing together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstructions and the end result thereof. The Architectural Committee shall grant such approval only if upon completion of the work the exterior appearance and design will be substantially like that which existed prior to the date of the casualty. Failure of the Architectural Committee to act within thirty (30) days after receipt of such a request in writing coupled with the drawings and plot plans showing the full and complete nature of the proposed change shall constitute approval thereof. If the obligation for repair falls upon the Association, Architectural Committee approval will not be required prior to the commencement of such work.

ARTICLE X  
USE RESTRICTIONS

All the Properties shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Developer in Section 10 hereof.

Section 1. Use of Lot. Each Lot shall be used as a residence for a single family and for no other purpose, except that the Developer may use Lots as sites for sales, administrative, and management offices and for model homes. No structures may be placed, erected or kept on a lot except for a double or triple wide mobile home and its apartment car port, patios, porches and storage/laundry room.

Section 2. Business or Commercial Activity. No part of the Properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, or such other-nonresidential purposes; except Developer may use any portion of the Properties as sites for sales, administrative and management offices and model homes.

Section 3. Nuisances. No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done therein which may be or become any unreasonable annoyance or a nuisance to any Owner. No loud noises or noxious odors shall be permitted on the Properties, and the Board shall have the right to determine in accordance with the By-Laws if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles,

large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any portion of the Properties without the prior written approval of the Architectural Committee.

Section 4. Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties without the prior written consent of the Architectural Committee, except one sign for each Lot, of not more than three (3) feet by two (2) feet, plain white with black block letters, advertising the property for sale or rent, or except signs, regardless of size, used by Developer, to advertise the Properties during the construction and sale period.

Section 5. Parking and Vehicular Restrictions. No Owner of a Lot shall park, store or keep any vehicle except wholly within the parking area designated therefore. No Owner shall park, store or keep within the Properties any large commercial type vehicle, (dump truck, cement mixer truck, oil or gas truck, delivery truck), deemed to be a nuisance by the Board. No Owner shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle, boat or trailer upon any portion of the Properties. This Section shall not apply to vehicles used by Developer, or its contractor or sub-contractors, in connection with the development of the Properties.

Section 6. Animal Restrictions. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Lot or the Common Area, except dogs and cats may be kept by Owners granted the privilege to keep same by the provisions of a Declaration of Condominium, subject however to rules and regulations adopted by the Association, and provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Owner.

Section 7. Trash. No rubbish, trash or garbage or other waste material shall be kept or permitted on the Properties except in sanitary containers located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried or aired on a Lot in such a way as to be visible to any other Lot, and no lumber, grass, shrubs or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within an enclosed structure or appropriately screened from view.

Section 8. View Obstructions. No fence, hedge, wall or other dividing instrumentality or swimming pool.

Section 9. Common Area Facilities. Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Association, unless such alteration, construction or removal is by Developer pursuant to its plan for developing Common Area facilities.

Section 10. Developer Exemption. Developer is undertaking the work of developing the Project Lands into a mobile home community. The completion of that work and the sale, rental and other disposal of Lots and Dwellings is essential to the establishment and welfare of the Project Lands as a residential community. In order that said work may be completed and the Project Lands established as a fully occupied residential community as rapidly as possible, no Owner nor the Association nor any condominium association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

(a) Prevent Developer or its contractors or subcontractors, from doing on any property owned or controlled by Developer whatever it determines to be necessary or advisable in connection with the completion of said work, including without limitation the alteration of its construction plans and designs as it deems advisable in the course of development; or

(b) Prevent Developer or its representatives, or its contractors or subcontractors, from erecting, construction and maintaining on any property owned or controlled by Developer, such structures as may be reasonably necessary for the conduct of its or their business of completing said work, establishing the residential community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Developer, or its contractors or subcontractors, from conducting on any property owned or controlled by Developer, its or their business of developing subdividing, grading and constructing improvements on the Project Lands and of disposing of Lots and Dwellings therein by sale, lease or otherwise; or

(d) Prevent Developer from determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Properties;

(e) Prevent Developer, its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the sale, lease or other marketing of Lots and Dwellings.



Section 11. Outside Installations. No radio station or shortwave operators of any kind shall operate from any Lot or Dwelling. No exterior radio antenna, television antenna, or other antenna of any type shall be erected or maintained within the Properties, except that a master antenna or antennae, or cable television antenna or antennae, may be provided for the use of Owners, and Developer may grant easements for such purposes.

Section 12. Insurance Rates. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 13. Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted within the Properties, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted within the Properties.

Section 14. Easements for Utility Installations. The rights and duties with respect to utility installations, including, without limitation, sanitary sewer and water, cable or master antenna television, electricity, gas and telephone lines and facilities, shall be governed by the following:

(a) Whenever such utility installations, or any portion thereof, are or have been installed within the Properties, the Owner of any Lot, or the Association in the case of the Common Area, or a condominium association in case of the common elements of the condominium, served by such installation shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon or have the supplier of such utility service enter upon, any portion of the Properties in which said installations lie, to repair, replace and generally maintain said installations.

(b) The right granted in subparagraph (a) above, shall be only to the extent necessary to entitle the Owner, or the Association, or the condominium association, serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(c) In the event of a dispute between owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the costs thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board, who shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

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**Section 15. Reservation of Utility Easements.** Easements in the Properties for the location, relocation, installation, repair and maintenance of electric, telephone, cable or master antenna television, water, drainage and sanitary sewer lines and facilities and the like, are hereby reserved by the developer, together with the right to grant and transfer the same.

**Section 16. Age Restriction.** To the extent it is lawful, no person under the age of 18 may permanently reside upon any Lot.

**Section 17. Set-Back Requirements.** No exterior side of any wall of a dwelling or appurtenant structures shall be erected or maintained upon a Lot closer than five (5) feet to any side Lot line or rear Lot line, nor closer than fifteen (15) feet to any Lot line facing a street, except in the case of cul de sacs where the minimum set-back shall be ten (10) feet from the street-side Lot line and five (5) feet from the side and rear Lot line. The Architectural Committee may authorize variances from this restriction when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require, or where the side Lot line in question is not a common line with an adjoining Lot or it adjoins a common element green belt area, or where the rear Lot line in question has beyond it a minimum of twenty (20) feet of common element green belt area. Such variances must be evidenced in writing, and must be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the foregoing restriction shall be deemed to have occurred. The granting of such a variance shall not operate except as to the particular property covered by the variance.

**Section 18. Rules and Regulations.** All Owners shall abide by the By-Laws and any rules and regulations adopted by the Association.

**ARTICLE XI  
DAMAGE OR DESTRUCTION TO COMMON AREA**

Damage to or destruction of all or any portion of the Common Area shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage or destruction of the Common Area, and the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within Ten Thousand Dollars (\$10,000.00) or less of being sufficient to effect total restoration to the Common Area, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment equally against each of the Owners, in accordance with the provisions of Article VI, Section 5, of this Declaration.

(c) If the insurance proceeds are insufficient by more than Ten Thousand Dollars (\$10,000.00) to effect total restoration of the Common Area, then by written consent or vote of a majority of the Owners, they shall determine whether (1) to rebuild and restore in substantially the same manner as the improvements existed prior to damage and to raise the necessary funds over the insurance proceeds by levying equal Reconstruction Assessments against all Lots, (2) to rebuild and restore in a way which utilizes all available insurance proceeds and an additional amount not in excess of Ten Thousand Dollars (\$10,000.00), and which is assessable equally to all Owners but which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged, or (3) subject to the provisions of Article XIII, to not rebuild and to distribute the available insurance proceeds equally to the Owners and Mortgagees of the Lots as their interests may appear.

(d) Each Owner shall be liable to the Association for any damage to the Common Area not fully covered by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family and guests, both minor and adult. Notwithstanding the foregoing, the Association reserves the right to charge a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several, except to the extent that the Association has previously contracted in writing with such joint Owners to the contrary. The cost of correcting such damage shall be a Special Assessment against the Lot and may be collected as provided herein for the collection of Common Assessments.

**ARTICLE XII**  
**INSURANCE**

**Section 1. Common Area.** The Association shall keep all Improvements of the Common Area insured against loss or damage by fire for one hundred (100%) percent of the full insurance value (based on current replacement cost), less such reasonable deductions as the Board may deem appropriate, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area facilities, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article XI of this Declaration. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lots to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such Lot Owners, in accordance with the provisions of Article VI, Section 4, of this Declaration.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Management Company, Developer, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance and malicious mischief, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The Association may also obtain Workmen's Compensation insurance and other liability insurance as it may deem desirable, insuring each Lot Owner and the Association, Board and Management Company, from liability in connection with the Common Area the premiums for which are Common Expenses included in the Common Assessments made against the Lot Owners. All insurance policies shall be reviewed at least annually by the Board and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the Management Company thereof against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof.

**ARTICLE XIII  
MORTGAGE PROTECTION CLAUSE**

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

- (a) Each first Mortgagee of a Mortgage encumbering any Lot, at his written request, is entitled to written notification from the Association, of any

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default by the Mortgagor of such Lot in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.

(b) Unless at least sixty-six and two-thirds (66-2/3rds) percent of first Mortgagees (based upon one vote for each Mortgage owned), and sixty-six and two-thirds (66-2/3rds) percent of the Owners (other than Developer) have given their prior written approval, neither the Association nor the Owners shall:

(1) by act or omission seek to sell or transfer the Common Area or any portion thereof and the Improvements thereon which are owned by the Association;

(The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association or the Developer or the transfer of said portion of the Common Area to an unincorporated association of the Owners in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause.)

(2) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;

(3) by act or omission change, waive or abandon applicable regulations or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwellings;

(4) fail to maintain Fire and Extended Coverage on insurable Common Area on a current replacement cost basis in an amount not less than one hundred per cent (100%) of the insurance value (based on current replacement cost) less such reasonable deductions as the Board may deem appropriate;

(5) use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such Improvements; or

(6) amend this Declaration or the Articles of Incorporation or By-Laws of the Association in such a manner that the rights of any first Mortgagee will be affected.

(c) First Mortgagees shall have the right to periodically examine the books and records of the Association during normal business hours.

(d) All first Mortgagees who have registered their names with the Association shall be given (1) thirty (30) days written notice prior to the effective

date of any proposed, material amendment to this Declaration or the Articles of Incorporation or By-Laws of the Association and prior to the effective date of any termination of any agreement for professional management of the Common Area following a decision of the Owners to assume self-management of the Common Area; and (2) immediate notice following any damage to the Common Area whenever the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000.00), and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the Common Area;

(e) First Mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any Common Area facilities and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

**ARTICLE XIV  
ANNEXATION OF ADDITIONAL PROPERTY**

Additional property may be annexed to the Properties described on Schedules A and B and such additional property may become subject to this Declaration by any of the methods set forth hereinafter:

**Section 1. Additions by Developer.** The Developer shall have the right, from time to time and without the approval of the Association, its Members or the Board, to bring within the scheme of this Declaration additional portions ("Annexed Property") of the Project Lands:

**Section 2. Other Additions.** In addition to the provision for annexation specified in Section 1 above, additional property owned by the Association may be annexed to the Properties and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of Members entitled to exercise no less than a majority of the voting power of the Class A Members, excluding the vote of Developer; provided, however, that the prior written consent of the Class B Member shall be required with respect to such annexation so long as the Class B Membership continues to exist.

**Section 3. Notice of Addition of Territory.** The additions authorized under Sections 1 and 2 of this Article XIV shall be made by filing of record a Notice of Addition of Territory, or other similar instrument (which Notice or Instrument may contain the Supplemental Declaration, if any, affecting each such addition), with respect to the additional property which shall be executed by Developer or the owner thereof and shall extend the general plan and scheme of this Declaration to such Annexed Property. The filing of record of said Notice of Addition shall constitute and effectuate the annexation of the Annexed Property described therein, and thereupon said Annexed Property shall become and constitute a part of the Properties, become subject to this Declaration and encompassed within the general plan and scheme of covenants and restrictions, contained herein, and become subject to the functions, powers and jurisdiction of

the Association; and the Owners of Lots in said Annexed Property shall automatically become Members of the Association. Such Notice of Addition may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Annexed Property, or as Developer may deem appropriate in the development of the Annexed Property or the sale of the Lots therein, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such Notice of Addition revoke, modify or add to the covenants and restrictions established by this Declaration as the same shall pertain to the Properties described in Schedules A and B hereto where the effect of such change would adversely modify substantial rights of Owners of Lots therein.

Section 4. Deannexation. Developer may delete all or a portion of Annexed Property which is not Common Area from coverage of this Declaration and the jurisdiction of the Association, so long as Developer is the Owner of such Annexed Property and provided that a Notice of Deletion of Territory is recorded in the same manner as the applicable Notice of Addition was recorded.

Section 5. Maximum Number of Lots. Developer in behalf of itself and its successors and assigns, covenant and agree that not more than a total of 1,998 Lots may be established on the Project Lands.

Section 6. Development Plan not Binding. The location, nature and extent of the Common Area and Residential Areas in any Annexed Property, as well as the number, size and location of the Lots within said Annexed Residential Areas, shall be at the sole discretion of the Developer. Any maps or sketches prepared by Developer depicting its plan for the development of the remaining undeveloped portions of the Project Lands are tentative and do not bind Developer. Nothing contained in this Declaration shall be construed to obligate Developer to complete development of the remaining portions of the Project Lands.

ARTICLE XIV  
ENCROACHMENTS; EASEMENTS

Section 1. Encroachments. If (a) any portion of the Common Area encroaches upon any other portion of the Properties; (b) any other portion of the Properties encroaches upon the Common Area; (c) any encroachment shall hereafter occur as the result of construction, reconstruction, alteration or repair of any building or other improvements for the Common Area, or (d) any Dwelling, as of the date of this Declaration is recorded, is so situated on a Lot so as to encroach upon another Lot or the common elements or to be in violation of set-back requirements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

Section 2. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, etc. Each portion of the Properties shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines,

and similar or related facilities located in the Properties and serving such portion thereof. Each portion of the Properties shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities located in such portion of the Properties and serving other portions thereof.

Section 3. Construction and Sales. The Developer and its agents, employees, contractors, subcontractors and suppliers, shall have an easement of ingress and egress over and across the Common Area for construction purposes. The Developer and its agents, employees and designees, shall have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Common Area for the purposes of advertising the sale or lease of Lots or Dwellings.

ARTICLE XV  
ACCESS EASEMENT ACROSS SPILLMAN DRIVE

A perpetual easement of access, ingress and egress over the street connecting Cayman Circle to U.S. 441, which is commonly known as Spillman Drive and is legally described on Schedule D annexed hereto, is hereby created for the common use and benefit of (i) each Owner and Lessee of a Lot and their guests, invitees and family members, (ii) the Developer and its contractors, subcontractors, agents, employees, invitees, and such other persons as the Developer may designate from time to time, (iii) the owner, employees, invitees, members, players and guests of the Millbrook Station Golf Course and Country Club, (iv) all persons rendering governmental public services or other services to the Project Lands, and (v) the Association and each member, minimum association, their members, employees and invitees, the Developer reserves, however, the right to relocate said easement to other property owned by the Developer, provided that the relocated easement establishes access, ingress and egress between Cayman Circle and U.S. 441.

ARTICLE XVI  
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Properties and any property annexed thereto and shall inure to the benefit of and be enforceable by the Association, the Developer, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds (2/3rds) of the Lots has been recorded at least six (6) months prior to any renewal date, agreeing to change said covenants and restrictions in whole or in part.



Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lot to enforce any lien created by these covenants; and the failure by the Association, the Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Notices. Any notice required to be sent to any Owner or to Developer under the provisions of this Declaration shall be deemed to have been properly sent to said Owner when mailed, post paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing, and to Developer when mailed post paid, certified mail, return receipt requested, to P.O. Box 292, Highway 441, Zellwood, Florida 32798 or such other address as the Developer may furnish to the Association.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan or the development of a residential community and for the maintenance of community recreational facilities and Common Area. The article and section headings have been inserted for convenience only, and shall not be considered or referred to resolving questions of interpretation or construction, unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 6. Amendments. Except as otherwise provided herein, this Declaration may only be amended by the Association upon the affirmative vote or written consent of at least two-thirds (2/3rds) of the voting power of each class of Members: provided, however, that the prior written approval of the holders of at least two-thirds (2/3rds) of the first Mortgages encumbering Lots must be obtained also, before Article XIII may be amended. Nothing contained herein shall affect the right of Developer to make such amendments or Supplemental Declaration or Notices of Addition Territory, as may otherwise be permitted herein.

Section 7. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Properties to the public, or for any public use.

Section 8. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title estate or interest in and to any Lot or other portion of the Properties does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these covenants and restric-

C.I. 3034 #1524

tions is contained in the instrument by which such person acquired an interest in the Properties, or any portion thereof.

IN WITNESS WHEREOF, the Developer has duly executed this Declaration the day and year first above written.

Signed, Sealed and Delivered in the presence of:

CAYMAN DEVELOPMENT CORPORATION



J. P. Anderson

By: Henry A. [Signature]

Judith Kerr

Attest: Randy W. [Signature]

SCHEDULE A

OAK GROVE VILLAGE CONDOMINIUM

Description No. 1

From the Southeast corner of the Southwest 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the East line of said Southwest 1/4 a distance of 1178.44 feet for a point of beginning, said point being on a curve concave Southeasternly and having a radius of 65.00 feet; thence from a tangent bearing of S.63°57'30"W. run Southerly along the arc of said curve 52.82 feet through a central angle of 49°34'21" to a point of compound curvature of a curve concave Southeasternly and having a radius of 188.00 feet; thence run Southerly along the arc of said curve 42.48 feet through a central angle of 13°09'27" to a point on a curve concave Northerly and having a radius of 180.00 feet; thence from a tangent bearing of S.89°21'15" to the Northwesterly along the arc of said curve 249.52 feet through a central angle of 49°34'21" to the point of tangency; thence run N.42°52'51"W. 72.14 feet; thence N.02°52'51"W. 264.67 feet; thence N.87°07'09"E. 312.03 feet to the East line of the aforesaid Southwest 1/4 of Section 26; thence N.73°24'02"E. 534.83 feet; thence S.08°08'18"E. 64.35 feet to the point of curvature of a curve concave Easterly and having a radius of 350.00 feet; thence run Southeasternly along the arc of said curve 270.79 feet through a central angle of 28°12'32"; thence run S.50°26'15"W. 98.69 feet; thence S.24°58'29"W. 87.92 feet; thence S.87°01'19"W. 125.55 feet; thence S.03°58'49"W. 170.67 feet; thence S.78°01'37"E. 60.85 feet; thence S.35°10'35"W. 35.90 feet; thence S.04°44'54"W. 87.45 feet; thence S.13°46'05"E. 78.83 feet; thence S.14°35'41"W. 96.19 feet; thence S.29°00'06"W. 78.20 feet; thence S.56°33'47"W. 35.61 feet; thence N.84°03'14"W. 42.50 feet; thence N.64°39'50"W. 74.13 feet; thence S.89°38'19"W. 91.08 feet; thence N.30°40'58"W. 127.70 feet; thence N.03°01'40"E. 478.48 feet; thence S.87°01'19"W. 98.45 feet to a point of curvature of a curve concave Southeasternly and having a radius of 65.00 feet; thence run Southwesternly along the arc of said curve 26.16 feet through a central angle of 23°03'59" to the point of beginning.

Description No. 2

From the Southeast corner of the Southwest 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the East line of said Southwest 1/4 a distance of 1178.44 feet to a point on a curve concave Southeasternly and having a radius of 65.00 feet; thence from a tangent bearing of N.03°57'30"E. run Easterly along the arc of said curve 26.16 feet through a central angle of 23°03'59" to the point of tangency; thence run N.87°01'19"W. 98.45 feet; thence N.50°26'15"E. 98.69 feet to a point on a curve concave Northerly and having a radius of 180.00 feet; thence from a tangent bearing of S.34°20'48"E. run Southeasternly along the arc of said curve 100.14 feet through a central angle of 10°28'54" for the point of beginning; thence continue Southeasternly along the arc of said curve 169.83 feet through a central angle of 17°41'31"; thence run S.87°01'19"W. 10.00 feet to a point on a curve concave Northerly and having a radius of 350.00 feet; thence from a tangent bearing of S.62°28'13"E. run Southeasternly along the arc of said curve 160.85 feet through a central angle of 18°23'49"; thence run N.11°07'58"E. 18.00 feet; thence run S.73°02'02"E. 288.40 feet to the point of curvature of a curve concave Southwesternly and having a radius of 2420.11 feet; thence run Southeasternly along the arc of said curve 138.71 feet through a central angle of 03°17'02" to the point of compound curvature of a curve concave Southwesternly and having a radius of 849.22 feet; thence run Southeasternly along the arc of said curve 181.00 feet through a central angle of 16°58'27" to the point of tangency; thence run S.59°31'23"E. 184.73 feet to the point of curvature of a curve concave Northerly and having a radius of 150.00 feet; thence run Easterly along the arc of said curve 115.85 feet through a central angle of 45°00'00" to the point of reverse curvature of a curve concave Southerly and having a radius of 150.00 feet; thence run Southeasternly along the arc of said curve 91.83 feet through a central angle of 35°00'00" to the point of compound curvature of a curve concave Southeasternly and having a radius of 729.81 feet; thence run Southeasternly along the arc of said curve 277.37 feet through a central angle of 21°46'54" to the point of tangency; thence run S.47°49'40"E. 208.79 feet; thence S.25°14'38"W. 100.21 feet to the point of curvature of a curve concave Southeasternly and having a radius of 425.27 feet; thence run Southerly along the arc of said curve 211.78 feet through a central angle of 23°28'45"; thence run Southerly along the line of Yothers Road, as recorded in O.R. Book 2688, Page 1319 of the Official Records of Orange County, Florida; thence run along said Northerly right-of-way line the following courses: Thence S.87°09'16"W. 333.14 feet; thence run S.85°13'19"W. 148.25 feet; thence S.87°09'16"W. 200.00 feet to the point of curvature of a curve concave Southerly and having a radius of 385.40 feet; thence run Southwesternly along the arc of said curve 382.76 feet through a central angle of 35°31'55" to the point of compound curvature of a curve concave Southeasternly and having a radius of 138.27 feet; thence run Southerly along the arc of said curve 115.87 feet through a central angle of 12°38'45"; thence leaving said Northerly right-of-way line of Yothers Road, run N.80°37'04"W. 37.04 feet to a point on a curve concave Northerly and having a radius of 243.00 feet; thence from a tangent bearing of S.82°04'38"W. run Northwesterly along the arc of said curve 262.73 feet through a central angle of 81°58'48" to the point of tangency; thence N.35°58'34"W. 121.06 feet to the point of curvature of a curve concave Easterly and having a radius of 385.34 feet; thence run Northerly along the arc of said curve 249.84 feet through a central angle of 39°10'55"; thence run N.51°47'32"W. 43.77 feet to a point on a curve concave Westerly and having a radius of 205.00 feet; thence from a tangent bearing of N.06°09'45"E. run Northwesterly along the arc of said curve 32.62 feet through a central angle of 15°30'28" to the point of tangency; thence N.06°09'45"E. 32.62 feet to the point of curvature of a curve concave Westerly and having a radius of 787.94 feet; thence run N.W. along the arc of said curve 103.96 feet through a central angle of 07°51'31" to the point of compound curvature of a curve concave Westerly and having a radius of 1730.00 feet; thence run Northerly along the arc of said curve 335.92 feet through a central angle of 11°07'31"; thence N.01°26'00"E. 204.45 feet; thence N.50°26'15"E. 65.85 feet to the POINT OF BEGINNING

All of Descriptions 1 & 2 Containing therein 391145 Acres more or less.

D.R. 3034 #1526

From the corner common to the Southwest corner of Section 25, Township 20 South, Range 27 East and the Southeast corner of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.02°58'42"W. along the line between said Sections 25 and 26, a distance of 30.00 feet to a point situated on the North right-of-way line of Yothers Road, as recorded in Deed Book 649, Pages 129, 130 and 133, Public Records of Orange County, Florida; thence along said North right-of-way line run N.86°50'37"E. 925.23 feet to the point of beginning; thence run N.16°12'20"E. 75.25 feet to a point on a curve concave Northeasterly having a radius of 641.43 feet; thence from a tangent bearing of N.73°47'40"W. run Northwesterly along said curve 242.68 feet through a central angle of 21°40'38" to the point of tangency; thence run N.38°32'42"E. 111.04 feet to the point of curvature of curve concave Northeasterly, having a radius of 213.67 feet; thence from a tangent bearing of N.51°27'18"W. run Northwesterly along said curve 104.92 feet through a central angle of 28°08'06" to the point of tangency; thence run N.23°19'12"W. 55.86 feet; thence run N.60°40'48"E. 54.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 3011.25 feet; thence run Northeasterly along said curve 301.72 feet through a central angle of 05°44'27" to the point of tangency; thence run N.72°25'15"E. 207.97 feet to the point of curvature of curve concave Northwesterly having a radius of 343.94 feet; thence run Northeasterly along said curve 436.77 feet through a central angle of 72°45'37" to the point of tangency; thence run N.00°20'22"W. 316.47 feet to the point of curvature of a curve concave Easterly having a radius of 1224.27 feet; thence run Northerly along said curve 409.27 feet through a central angle of 19°09'14" to the point of tangency; thence run N.18°48'53"E. 97.64 feet to the point of curvature of a curve concave Westerly having a radius of 378.01 feet; thence run Northwesterly along said curve 157.01 feet through a central angle of 23°47'54" to the point of tangency; thence run N.04°59'01"W. 70.00 feet; thence N.45°01'55"E. 86.00 feet; thence S.04°59'01"E. 100.61 feet; thence S.07°32'35"E. 87.25 feet; thence S.13°08'54"E. 187.93 feet to the point of curvature of a curve concave Northeasterly having a radius of 291.63 feet; thence run Southwesterly along said curve 106.60 feet through a central angle of 20°55'34" to the point of tangency; thence run S.34°05'28"E. 460.38 feet to a point on a curve concave Northerly having a radius of 707.76 feet; thence from a tangent bearing of S.79°17'48"E. run Easterly along said curve 319.02 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 429.00 feet; thence run Northeasterly along said curve 110.57 feet through a central angle of 14°46'05" to a point; thence run S.29°53'25"E. 140.00 feet to a point on a curve concave Northwesterly having a radius of 569.00 feet; thence from a tangent bearing of S.60°06'35"W. run Southwesterly 53.00 feet through a central angle of 05°20'12"; thence S.24°33'13"E. 86.90 feet; thence S.16°08'17"E. 37.70 feet; thence S.15°07'20"E. 9.45 feet to the point of curvature of a curve concave Northeasterly having a radius of 90.15 feet; thence run Southeasterly along said curve 59.61 feet through a central angle of 37°52'52" to point of tangency; thence S.53°00'11"E. 126.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 315.00 feet; thence run Southeasterly along said curve 273.15 feet through a central angle of 49°27'31" to the point of tangency; thence run S.03°32'41"E. 226.00 feet; thence S.86°27'19"W. 22.00 feet; thence S.03°32'41"E. 200.39 feet to the North right-of-way line of Yothers Road as recorded in Deed Book 649, Pages 129, 130 and 133, Public Records of Orange County, Florida; thence along said North right-of-way line of Yothers Road run S.86°50'37"W. 1872.74 feet to the point of beginning. Containing 43.0703 acres, more or less.

D.L. 3034 R1527

From the Southwest corner of Sect on 25, Township 20 South, Range 27 East, Orange County, Florida, run along the West line of said Section 25, N.02°53'42"W. 30.00 feet to the North right-of-way line of Yothers Road, as recorded in Deed Book 649, Pages 129, 130 and 133, Public Records of Orange County, Florida; thence along said North right-of-way line of Yothers Road and parallel to the South line of said Section 25, run N.86°50'37"E, 2797.97 feet to the point of beginning; thence run along the West line of Citrus Ridge Condominium as recorded in Condominium Book \_\_\_\_\_, Pages \_\_\_\_\_ and \_\_\_\_\_, Public Records of Orange County, Florida, the following courses: Thence N.03°32'41"W. 200.39 feet; thence N.86°27'19"E. 22.00 feet; thence N.33°32'41"W. 226.60 feet to the point of curvature of a curve concave Southwesterly having a radius of 316.44 feet; thence run Northwesterly along said curve 273.15 feet through a central angle of 49°27'31" to the point of tangency; thence N.53°00'11"W. 126.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 90.15 feet; thence run Northwesterly along said curve 59.61 feet through a central angle of 37°52'52" to the point of tangency; thence N.15°07'20"W. 9.45 feet; thence N.16°08'17"W. 37.70 feet; thence N.24°33'13"W. 86.00 feet to a point on a curve concave Northwesterly having a radius of 569.00 feet; thence from a tangent bearing of N.55°26'47"E. run Northwesterly along said curve 53.00 feet through a central angle of 05°20'12" to a point; thence run N.29°53'25"W. 140.00 feet to a point on a curve concave Northwesterly having a radius of 429.00 feet; thence leaving said East line of Citrus Ridge Condominium from a tangent bearing of N.50°06'34"E. run Northeasterly along said curve 411.00 feet through a central angle of 54°53'32" to a point of reverse curvature of a curve concave Southeasterly having a radius of 517.50 feet; thence run Northeasterly along said curve 360.01 feet through a central angle of 39°51'33" to a point; thence run N.44°55'24"W. 129.66 feet to the point of curvature of a curve concave Southeasterly having a radius of 120.00 feet; thence run Northerly and then Easterly along said curve 282.24 feet through a central angle of 134°45'34" to a point; thence N.52°58'06"E. 257.62 feet to the point of curvature of a curve concave Southeasterly having a radius of 602.00 feet; thence run Easterly along said curve 599.86 feet through a central angle of 57°05'30" to a point on curve concave Westerly having a radius of 674.50 feet; thence from a tangent bearing of N.05°58'43"E. run Northeasterly along said curve 226.30 feet through a central angle of 03°19'00" to a point; thence run S.07°20'20"W. 277.32 feet to the East line of the West 3/4 of aforesaid Section 25; thence along the East line of the West 3/4 run S.02°46'51"E. 2193.20 feet to a point 30.00 feet North of the east corner of said West 3/4 of Section 25, said point being on the North right-of-way line of Yothers Road; thence along said North right-of-way line 30.00 feet to the Point of Beginning. Containing 61.6566 acres, more or less.

LEGAL DESCRIPTION OF COMMON AREA

RECREATION COMPLEX

Description:

From the corner common to the Southwest corner of Section 25, Township 20 South, Range 27 East and the Southeast corner of Section 26, Township 20 South, Range 27 East, in Orange County, Florida, run N.02°58'42"W. along the line between said sections a distance of 90.00 feet to the North right-of-way line of Yothers Road, as recorded in Official Records Book 2658, Page 1319, Public Records of Orange County, Florida; thence run S.87°09'16"W. along said North right-of-way line 383.60 feet to a point on a curve concave Southeasterly, having a radius of 356.27 feet; thence from a tangent bearing of N.01°58'57"E. run Northeastly along said curve 150.86 feet through a central angle of 24°15'39" to the point of tangency; thence N.26°14'36"E. 172.15 feet to a point on a curve concave Northeastly, having a radius of 196.23 feet; thence from a tangent bearing of N.56°15'04"W. run Northwestly along said curve 28.85 feet through a central angle of 08°25'24" to the point of tangency; thence N.47°49'40"W. 276.69 feet to the point of curvature of a curve concave Southwesterly, having a radius of 829.61 feet; thence run Northwestly along said curve 315.39 feet through a central angle of 21°46'54" to the point of compound curvature of a curve concave Southwesterly, having a radius of 250.00 feet; thence run Northwestly along said curve 152.72 feet through a central angle of 35°00'00" to the point of reverse curvature of a curve concave Northeastly, having a radius of 47.50 feet; thence run Northwestly along said curve 37.31 feet through a central angle of 45°00'00" to the point of tangency; thence N.59°36'33"W. 184.73 feet to the point of curvature of a curve concave Southwesterly, having a radius of 749.22 feet; thence run Northwestly along said curve 208.88 feet through a central angle of 27° to a point of compound curvature of a curve concave Southwesterly, having a radius of 2520.11 feet; thence run Northwestly along said curve 144.44 feet through a central angle of 17° to the point of tangency; thence N.78°52'02"W. 119.04 feet to the point of curvature of a curve concave Northeastly, having a radius of 169.35 feet; thence run Northeastly along said curve 571.22 feet through a central angle of 32°43'47" to the point of tangency; thence N.02°58'42"E. 112.98 feet to the point of tangency; thence N.72°24'31"E. 179.38 feet to the point of curvature of a curve concave Southerly, having a radius of 314.48 feet; thence run Easterly along said curve 84.74 feet through a central angle of 13°27'29" to the point of tangency; thence N.87°52'02"E. 112.98 feet to the point of curvature of a curve concave Northerly, having a radius of 693.00 feet; thence run Northeastly along said curve 112.98 feet through a central angle of 9°20'28" to a point of tangency; thence run South 671.84 feet to the point of beginning. Containing 23.52 acres more or less.

LAKE COHEN, LITTLE LAKE COHEN & SURROUNDING AREA

Description:

From the corner common to the Southwest corner of Section 25, Township 20 South, Range 27 East and the Southeast corner of Section 26, Township 20 South, Range 27 East, in Orange County, Florida, run N.02°58'42"W. along the line between said sections a distance of 90.00 feet to the North right-of-way line of Yothers Road, as recorded in O. R. Book 2658, Page 1319, Public Records of Orange County, Florida; thence run S.87°09'16"W. along said North right-of-way line 383.60 feet to a point on a curve concave Southeasterly, having a radius of 356.27 feet; thence from a tangent bearing of N.01°58'57"E. run Northeastly along said curve 150.86 feet through a central angle of 24°15'39" to the point of tangency; thence N.26°14'36"E. 172.15 feet to the point of beginning, said point on a curve concave Northeastly, having a radius of 196.23 feet; thence from a tangent bearing of N.56°15'04"W. run Northwestly along said curve 28.85 feet through a central angle of 08°25'24" to the

point of tangency; thence N. 07°10'00"W. 100.00 feet to the point of curvature of a curve concave Southwesterly, having a radius of 829.61 feet; thence run Northwesterly along said curve 315.39 feet through a central angle of 21°46'54" to the point of compound curvature of a curve concave Southwesterly, having a radius of 250.00 feet; thence run Northwesterly along said curve 152.72 feet through a central angle of 35°00'00" to the point of reverse curvature of a curve concave Northeasterly, having a radius of 47.50 feet; thence run Northwesterly along said curve 37.31 feet through a central angle of 45°00'00" to the point of tangency; thence N. 59°36'33"W. 184.73 feet to the point of curvature of a curve concave Southwesterly, having a radius of 749.22 feet; thence run Northwesterly along said curve 208.29 feet through a central angle of 15°58'27" to a point of compound curvature of a curve concave Southwesterly, having a radius of 2520.11 feet; thence run Northwesterly along said curve 144.44 feet through a central angle of 3°17'02" to the point of tangency; thence N. 78°52'02"W. 119.04 feet; thence North 871.84 feet to a point on a curve concave Northwesterly, having a radius of 693.00 feet; thence from a tangent bearing of N. 78°31'34"E. run Northeasterly along said curve 129.24 feet through a central angle of 10°41'08" to the point of tangency; thence run N. 67°50'26"E. 56.45 feet to the point of curvature of a curve concave Southeasterly, having a radius of 2078.73 feet; thence run Northeasterly along said curve 155.22 feet through a central angle of 04°16'42" to the point of reverse curvature of a curve concave Northwesterly and having a radius of 1616.09 feet; thence run Northeasterly along said curve 187.99 feet through a central angle of 06°39'54" to the point of reverse curvature of a curve concave Southeasterly, having a radius of 617.00 feet; thence run Northeasterly along said curve 187.78 feet through a central angle of 17°26'15" to a point on a curve concave Northwesterly, having a radius of 151.92 feet; thence from a tangent bearing of S. 04°36'01"E. run Southeasterly along said curve 206.96 feet through a central angle of 78°03'18" to the point of tangency; thence S. 82°59'18"E. 106.65 feet to the point of curvature of a curve concave Southeasterly, having a radius of 577.00 feet; thence run Southeasterly along said curve 384.78 feet through a central angle of 38°12'29" to the point of tangency; thence S. 44°26'50"E. 122.72 feet to the point of curvature of a curve concave Northeasterly, having a radius of 693.00 feet; thence run Southeasterly 115.81 feet through a central angle of 9°34'29" to a point; thence S. 35°58'41"W. 86.00 feet to a point on a curve concave Northerly, having a radius of 779.00 feet; thence from a tangent bearing of S. 54°01'19"E. run Easterly along said curve 864.96 feet through a central angle of 63°37'05" to the point of tangency; thence N. 62°20'53"E. 259.27 feet to the point of curvature of a curve concave Southeasterly, having a radius of 511.00 feet; thence run Northeasterly along said curve 322.06 feet through a central angle of 36°06'39" to the point of tangency; thence S. 81°31'48"E. 152.44 feet to a point on a curve concave Easterly, having a radius of 1324.27 feet; thence from a tangent bearing of S. 65°17'31"W. run Southerly along said curve 95.49 feet through a central angle of 04°07'53" to the point of tangency; thence S. 00°20'22"E. 318.47 feet to the point of curvature of a curve concave Northwesterly, having a radius of 243.94 feet; thence run Southwesterly along said curve 309.78 feet through a central angle of 72°45'37" to the point of tangency; thence S. 72°25'15"W. 207.97 feet to the point of curvature of a curve concave Southeasterly, having a radius of 3111.25 feet; thence run Southwesterly along said curve 311.74 feet through a central angle of 05°44'27" to the point of tangency; thence S. 66°40'48"W. 498.25 feet to the point of curvature of a curve concave Northwesterly, having a radius of 710.00 feet; thence run Southwesterly along said curve 292.29 feet through a central angle of 25°55'14" to the point of tangency; thence N. 69°43'59"W. 146.14 feet to the point of curvature of a curve concave Northeasterly, having a radius of 196.23 feet; thence run Northwesterly along said curve 114.67 feet through a central angle of 33°28'55" to the point of beginning.

Containing 58.7808 acres, more or less.

Description.

A strip of land 100 feet wide the centerline of which is described as follows: From the corner common to Section 25, Township 20 South, Range 27 East and Section 26, Township 20 South, Range 27 East, all in Orange County, Florida, run S.87°09'16"W. along the South line of said Section 26 a distance of 445.08 feet; thence N.02°50'44"W. 60.00 feet to the point of curvature of a curve concave Southeasterly, having a radius of 416.27 feet; thence run Northeasterly along said curve 211.34 feet through a central angle of 29°05'20" to the point of tangency; thence N.26°14'36"E. 135.08 feet to the point of beginning; thence S.7°49'40"E. 18.78 feet to the point of curvature of a curve concave Northeasterly, having a radius of 246.23 feet; thence run Southeasterly along said curve 180.09 feet through a central angle of 41°54'19" to the point of tangency; thence S.89°43'59"E. 146.14 feet to the point of curvature of a curve concave Northwesterly, having a radius of 760.00 feet; thence run Northeasterly along said curve 312.87 feet through a central angle of 23°35'14" to the point of tangency; thence N.66°40'48"E. 498.25 feet to the point of curvature of a curve concave Southeasterly, having a radius of 3061.25 feet; thence run Northeasterly along said curve 308.73 feet through a central angle of 5°44'27" to the point of tangency; thence N.7°49'40"E. 18.78 feet to the point of curvature of a curve concave Northwesterly, having a radius of 293.94 feet; thence run Northeasterly along said curve 373.28 feet through a central angle of 72°45'37" to the point of tangency; thence N.00°20'22"W. 316.47 feet to the point of curvature of a curve concave Easterly, having a radius of 1274.27 feet; thence run Northerly along said curve 425.99 feet through a central angle of 19°09'14" to the point of tangency; thence N.18°48'53"E. 97.64 feet to the point of curvature of a curve concave Northwesterly, having a radius of 328.01 feet; thence run Northeasterly along said curve 136.27 feet through a central angle of 23°47'54" to the point of tangency; thence N.04°59'01"W. 169.70 feet to the point of termination, thence returning to the point of beginning, run N.27°49'40"W. 257.91 feet to the point of curvature of a curve concave Southwesterly and having a radius of 779.61 feet; thence run Northwesterly along the arc of said curve 296.38 feet through a central angle of 21°46'54" to the point of compound curvature of a curve concave Southerly and having a radius of 200.00 feet; run thence Westerly along the arc of said curve

122.17 feet through a central angle of 35°00'00" to the point of reverse curvature of a curve concave Northerly, and having a radius of 97.50 feet; thence run Westerly along the arc of said curve 76.58 feet through a central angle of 45°00'00" to the point of tangency; thence run N.59°36'33"W. 184.73 feet to the point of curvature of a curve concave Southeasterly, having a radius of 699.22 feet; thence run Northwesterly along the arc of said curve 194.94 feet through a central angle of 15°58'27" to the point of compound curvature of a curve concave Southwesterly, and having a radius of 2470.11 feet; thence run Northwesterly along the arc of said curve 111.57 feet through a central angle of 03°17'02" to the point of tangency; thence run N.78°52'02"W. 288.40 feet to the point of curvature of a curve concave Northeasterly, and having a radius of 500.00 feet; thence run Northwesterly along the arc of said curve 634.69 feet through a central angle of 72°45'47" to the point of tangency; thence run N.06°08'16"W. 157.97 feet to the point of termination.

AND ALSO

A strip of land 10 feet wide, lying South of and adjacent to the following described line: From the corner common to Section 25, Township 20 South, Range 27 East and Section 26, Township 20 South, Range 27 East, all in Orange County, Florida, run S.87°09'16"W. along the South line of said Section 26 a distance of 445.08 feet; thence N.02°50'44"W. 60.00 feet to the point of curvature of a curve concave Southeasterly, having a radius of 416.27 feet; thence run Northeasterly along said curve 211.34 feet through a central angle of 29°05'20" to the point of tangency; thence N.26°14'36"E. 135.08 feet to the point of beginning; thence S.7°49'40"E. 18.78 feet to the point of curvature of a curve concave Northeasterly, and having a radius of 246.23 feet; thence run Southeasterly along the arc of said curve 180.09 feet through a central angle of 41°54'19" to the point of compound curvature of a curve concave Southerly and having a radius of 200.00 feet; run thence Westerly along the arc of said curve 122.17 feet through a central angle of 35°00'00" to the point of reverse curvature of a curve concave Northerly, and having a radius of 97.50 feet; thence run Westerly along the arc of said curve 76.58 feet through a central angle of 45°00'00" to the point of tangency; thence run N.59°36'33"W. 184.73 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 699.22 feet; thence run Northwesterly along the arc of said curve 194.94 feet through a central angle of 15°58'27" to the point of compound curvature of a curve concave South-



0.A. 3034 1531

westerly, and having a radius of 2470.11 feet; thence run Northwesterly along the arc of said curve 141.57 feet through a central angle of  $03^{\circ}17'02''$  to the point of tangency; thence run  $N.78^{\circ}52'02''W.$  288.40 feet; thence run  $S.11^{\circ}07'58''W.$  50.00 feet to the point of beginning, said point being on a curve concave Northeasterly, and having a radius of 550.00 feet; thence from a tangent bearing of  $N.54^{\circ}52'02''W.$ , run Northwesterly along the arc of said curve 150.26 feet through a central angle of  $16^{\circ}23'49''$  to the point of termination.

O.R. 3034 1532

CAYMAN DRIVE SOUTH  
ENTRANCE ROAD

Description:

A strip of land 120 feet wide, the centerline of which is described as follows: From the Southeast corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.02°58'42"W. along the East line of said Southeast 1/4 of Section 26, a distance of 90.00 feet to the North right-of-way line of Yothers Road, as recorded in O.R. Book 2658, Page 1319, Public Records of Orange County, Florida, thence run S.87°09'16"W. along said North right-of-way line 443.79 feet to the point of beginning, said point being on a curve concave Easterly and having a radius of 416.27 feet; thence from a tangent bearing of N.01°17'13"E. run Northerly along the arc of said curve 181.33 feet through a central angle of 24°57'29" to the point of tangency; thence run N.26°14'36"W. 135.08 feet to the point of termination of this description.

SCHEDULE C

LEGAL DESCRIPTION OF PROJECT LANDS.

Begin at a point on the West line of Section 25, Township 20 South, Range 27 East, Orange County, Florida, said point being 30.00 feet South of the Northwest corner of said Section 25; thence run North 85 degrees 44 minutes 53 seconds East, along the South line of the North 30.00 feet of the West half of said Section 25, 2645.959 feet to a point on the NorthSouth Quarter Section line, said point being 30.00 feet South of the North Quarter corner of said Section 25, thence run North 87 degrees 35 minutes 27 seconds East, along the South line of the North 30.00 feet of the East half of said Section 25; 1349.217 feet to a point on the East line of the West three Quarters of said Section 25; thence run South 02 degrees 46 minutes 51 seconds East, along the East line of the West three quarters of said Section 25, 5283.769 feet to a point 30.00 feet North of the South line of said Section 25; thence run South 86 degrees 50 minutes 37 seconds West, along the North line of the South 30.00 feet of said Section 25, 1322.303 feet to a point on the NorthSouth Quarter section line of said Section 25, said point being 30.00 feet North of the South Quarter corner of said Section 25; thence run South 86 degrees 50 minutes 37 seconds West, along the North line of the South 30.00 feet of said Section 25, 2229.402 feet to a point 430.00 feet East of the West line of said Section 25; thence run North 02 degrees 58 minutes 42 seconds West, parallel to the West line of said Section 25, 95.00 feet; thence run South 86 degrees 50 minutes 37 seconds West, parallel to the South line of said Section 25, 430.00 feet to a point on the West line of said Section 25; thence run South 02 degrees 58 minutes 42 seconds East, along the West line of said Section 25, 95.00 feet to a point 30.00 feet North of the Southwest corner of said Section 25; thence run South 87 degrees 09 minutes 15 seconds West, along the North line of the South 30.00 feet of said Section 25, 2629.027 feet to a point on the NorthSouth Quarter Section line of said Section 26, said point being 30.00 feet North of the South Quarter corner of said Section 26; thence run South 86 degrees 45 minutes 34 seconds West, along the North line of the South 30.00 feet of said Section 26, 2229.402 feet to a point of intersection with the North line of State Road 441, said point being on a curve having a radius of 5859.65 feet and a central angle of 42 degrees 14 minutes 25 seconds; thence run Northwesterly, along said curve and North 89 degrees 49 minutes 16 seconds West through a central angle of 05 degrees 59 minutes 29 seconds to the Point of Tangency of said curve, thence run North 89 degrees 59 minutes 29 seconds West, continuing along said NorthSouth Quarter of way, 850.808 feet to a point of intersection with the East line of the West 330.00 feet of the East half of the Southwest Quarter of said Section 26, thence run North 03 degrees 27 minutes 28 seconds West, along the NorthSouth Quarter section line of said Section 26, 3300.103 feet to a point 699.00 feet South of the North Quarter corner of said Section 26; thence run North 89 degrees 49 minutes 16 seconds East, parallel to the North line of the East half of said Section 26, 788.00 feet; thence run North 03 degrees 27 minutes 28 seconds West, parallel to the NorthSouth Quarter section line of said Section 26; 669.00 feet to a point 30.00 feet South of the North line of the East half of said Section 26, thence run North 89 degrees 49 minutes 16 seconds East, along the South line of the North 30.00 feet of the East half of said Section 26, 1894.646 feet to the Point of Beginning; AND ALSO a parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 35, Township 20 South, Range 27 East, Orange County, Florida, said parcel being more particularly described as follows: From the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section

3034 1534

35, Township 20 South, Range 27 East; thence run North 87 degrees 09 minutes 16 seconds East, along the North line of the Northeast Quarter of said Section 35, 7.536 feet to a point on the Northerly right of way line of State Road No. 441, said point being on a curve concave Southwesterly and having a radius of 5859.65 feet and a tangent bearing at said point of South 41 degrees 51 minutes 47 seconds East, thence run Southeasterly, along said curve and Northerly right of way line, 38.510 feet through a central angle of 00 degrees 22 minutes 36 seconds to a point, said point being on the Southerly right of way line of Yother Road and having a tangent bearing of South 41 degrees 29 minutes 12 seconds East, said point also being the Point of Beginning, thence run North 87 degrees 09 minutes 16 seconds East, along said Southerly right of way line of Yother Road, 160.332 feet to an intersection with the Northerly right of way line of Merrimac Drive, thence run South 48 degrees 51 minutes 14 seconds West along said Northerly right of way line of Merrimac Drive, 126.076 feet to a point, said point being on the Northerly right of way line of said State Road No. 441 and on a curve with a tangent bearing at said point of North 40 degrees 30 minutes 54 seconds West, thence run Northwesterly, along said curve and Northerly right of way line of said State Road No. 441, 99.373 feet through a central angle of 00 degrees 58 minutes 18 seconds to the POINT OF BEGINNING.

All of said lands lying and being in Orange County, Florida.

## SCHEDULE D

D.R. 3034 PC1535

SPILLMAN DRIVE ENTRANCE ROADDescription:

A strip of land 30 feet each side of the following described centerline: From the South 1/4 corner of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run along the West line of the Southwest 1/4 of said Section 26, N.03°27'28"W. 9.40 feet to a point on the North-easterly right-of-way line of State Road No. 441, said point being on a curve concave Southwesterly having a radius of 5859.65 feet; thence from a tangent bearing of N.41°58'54"W. run Northwesterly along said curve 10.5 feet through a central angle of 00°06'12" to the point of beginning of said centerline; thence run N.50°21'23"E. 207.47 feet to the point of curvature of a curve concave Southeasterly having a radius of 750.00 feet; thence Northeastly along said curve 141.66 feet through a central angle of 10°49'20" to the point of tangency; thence run N.61°10'43"E. 75.39 feet to point of curvature of a curve concave Northwesterly having a radius of 750.00 feet; thence run Northeastly along said curve 183.31 feet through a central angle 14°00'14" to a point of compound curvature of a curve concave Northwesterly having a radius of 175.00 feet; thence run Northeastly along said curve 125.26 feet through a central angle of 41°00'44" to the point of tangency; thence run N.06°09'45"E. 32.82 feet to the point of curvature of a curve concave Westerly having a radius of 727.94 feet; thence run Northerly along said curve 99.84 feet through a central angle of 7°51'31" to a point of compound curvature of a curve concave Westerly having a radius of 1700.00 feet; thence run Northerly along said curve 379.88 feet through a central angle of 12°48'12" to a point of reverse curvature of a curve concave Northeastly having a radius of 300.00 feet; thence run Northwesterly along said curve 51.97 feet through a central angle of 01°55'32" to the point of tangency; thence run N.04°34'26"W. 83.90 feet to the point of termination of aforesaid centerline, said point also being the point of beginning for the following described parcel: Thence run N.65°16'W. 49.03 feet to the point of curvature of a curve concave Southeasterly and having a radius of 25.00 feet; thence run Westerly along the arc of said curve 11.93 feet through a central angle of 27°21'08"; thence run N.24°05'26"E. 67.92 feet; thence N.50°26'15"E. 98.69 feet to a point on a curve concave Northeastly and having a radius of 550.00 feet; thence from a tangent bearing of S.34°20'48"E., run Southeasterly along the arc of said curve 100.14 feet through a central angle of 10°15'54"; thence run N.02°26'15"W. 65.85 feet; thence S.01°26'07"W. 204.45 feet to a point on a curve concave Westerly and having a radius of 1730.00 feet; thence from a tangent bearing of N.12°49'16"W., run Northerly along the arc of said curve 50.00 feet through a central angle of 01°40'42" to the point of reverse curvature of a curve concave Easterly and having a radius of 270.00 feet; thence run Northerly along the arc of said curve 46.77 feet through a central angle of 09°55'32" to the point of tangency; thence run N.04°34'26"W. 67.30 feet; thence N.65°37'16"W. 34.28 feet to the point of beginning.

**DECLARATION OF CONDOMINIUM  
FOR CITRUS RIDGE VILLAGE  
CONDOMINIUM**

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DECLARATION OF CONDOMINIUM  
FOR  
CITRUS RIDGE VILLAGE CONDOMINIUM

CAYMAN DEVELOPMENT CORPORATION, a Florida corporation (hereinafter called the "Developer") does hereby declare as follows:

1. Introduction and Submission.

1.1 The Land. The Developer owns the fee title to certain land located in Orange County, Florida, as more particularly described in Exhibit "1" annexed hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed intended for use in connection therewith (exclusive of pipes, conduits lines, cables, wires, equipment, apparatus and all other personal property forming part of the water and sewage system and master television antenna system serving the condominium property), to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date of the recording of this Declaration.

1.3 Name. The name by which this condominium is to be identified is CITRUS RIDGE VILLAGE CONDOMINIUM, (hereinafter called the "Condominium").

2. Definitions. The following terms when used in this Declaration and in its exhibits, and as they may hereafter be amended, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 The "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.

2.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Unit Owner.

2.3 "Association" means CITRUS RIDGE VILLAGE ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium.

2.4 "Architectural Committee" means the Committee to be established in accordance with the provisions of the Overall Declaration.

2.5 "By-Laws" mean the By-Laws of the Association.

2.6 "Common elements" shall mean and include:

- (a) The portions of the condominium property which are not included within the Units.
- (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the common elements.
- (c) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the common elements.

THIS INSTRUMENT WAS PREPARED BY  
PAUL F. BRYAN  
ATTORNEY AT LAW  
P. O. BOX 880  
WINTER PARK, FLA. 32790

- (d) Any other parts of the condominium property designated as common elements in the Declaration.
- 2.7 "Common expenses" mean all expenses and assessments properly incurred by the Association for the Condominium, including, but not limited to, all sums due the Homeowner's Association from Unit Owners if to be collected and paid on behalf of Unit Owners by the Association.
- 2.8 "Common surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
- 2.9 "Condominium parcel" means a Unit together with the undivided share in the common elements which is appurtenant to said Unit; and when the context permits, the term includes all of the appurtenances to the Unit.
- 2.10 "Condominium property" means the Land and personal property that are subjected to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.11 "County" means the County of Orange, State of Florida.
- 2.12 "Declaration" or Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.13 "First Mortgagee" means any owner and holder of a first mortgage on a Unit or Units.
- 2.14 "Mobile Home" means and includes an independent mobile home which is installed upon a Unit.
- 2.15 "Homeowners' Association" means the following: Homeowners' Community Association, Inc., a Florida corporation organized for profit.
- 2.16 "Declaration of Covenants" means the Declaration of Covenants, Restrictions and Easements, dated 11/14/77, 1979 and recorded in Official Records Book 1494, Page 1494 of the Public Records of the County.
- 2.17 "Unit" means a part of the condominium property which is subject to exclusive ownership.
- 2.18 "Unit Owner" or "Owner of a Unit" means the Owner of a condominium parcel.

3. Description of Condominium.

3.1 Identification of Units  
 contains (see "Description of the Condominiums" in Part 1) Units. Each Unit is identified by a separate numerical designation as set forth on the survey plot plan annexed hereto as Exhibit "2", which also includes a survey of the Land and a graphic depiction of the improvements thereon, if any. Said Exhibit "2" together with this Declaration, are sufficient to ascertain and identify the common elements and each unit and their relative locations and approximate dimensions. There shall vest with a Unit as appurtenances thereto (a) an undivided share in the common elements and common expenses; (b) the exclusive right to use the portion of the common elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated.



automatically; and (d) other appurtenances as may be provided in this Declaration. The original survey-plot plan is recorded in Condominium Exhibit Book 4, Page 135 AND 136

3.2 Unit Boundaries. A Unit shall consist of the area or space having the exterior or peripheral boundaries prescribed upon the aforesaid survey-plot plan, including that portion of the Land within said boundaries and all improvements thereon, which may include sodding and landscaping, concrete patio, anchoring equipment and facilities and concrete-topped parking areas. Mobile homes now or hereafter installed upon a Unit are not a part of the condominium property, nor are they a part of the Units within which they are located. Unless otherwise expressly provided, a conveyance or mortgage of a Unit does not transfer title to or encumber any Mobile Home which may be located within said Unit.

3.3 Easements. The following easements are hereby reserved (these are in addition to any easements created under the Act):

(a) Utility and Other Services; Drainage. Easements are reserved under, through and over the condominium property as may be required from time to time for the installation and maintenance of utility and other services (including, but not limited to CATV services) and drainage which may now or in the future be installed by the Developer and others in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the utility and other services using these easements. The firm which provides the particular utility or other service shall have a right of access to each unit and the common elements to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility and other service facilities and common elements contained in the Unit or elsewhere in the condominium property and to remove any improvements or structures interfering with or impairing the utility or other service easements herein reserved; provided such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made or not less than one (1) day's notice.

(b) Encroachments. If (a) any portion of the common elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the common elements; or (c) any encroachment shall hereafter occur as a result of any alteration or repair to the common elements made by or with the consent of the Association or any repair or restoration of any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the common elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

(c) Ingress and Egress. An easement in favor of each Unit Owner and resident, their permitted guests and invitees, shall exist for pedestrian traffic

over, through and across sidewalks, paths, walks and other portions of the common elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes.

- (d) Construction; Maintenance. The Developer, and the Homeowners' Association and the Architectural Committee (consistent with the provisions of the Declaration of Covenants), including their designees, successors and assigns, shall have the right, in their sole discretion, from time to time to enter the condominium property for the purpose of completing the construction thereof, and for repair, replacement, maintenance and enforcement purposes where the Association fails to do so, provided same does not prevent or unreasonably interfere with the use or enjoyment of the Unit Owners of the condominium property.
- (e) Sales Activity. For as long as there are any unsold Units, the Developer, its successors and assigns, shall have the right without charge (i) to use any such Units and suitable portions of the common elements for the display of mobile homes in connection with the Developer's program of selling and renting mobile homes; (ii) to use as sales, construction, administrative or other offices any unsold Unit and suitable portions of the common elements (including any recreation buildings); and (iii) to do any and all other things necessary or appropriate in connection with the selling or renting of Units and mobile homes, including without limitation, the posting of signs upon the condominium property; provided, however, that such activities shall be carried out in a manner which will not unreasonably interfere with the enjoyment of the condominium property by the Unit Owners.
- (f) Additional Easements. The Developer and the Association, and the Homeowners' Association, each shall have the right to grant such additional electric, gas, or other utility or service easements or to relocate any existing utility or service easements in any portion of the condominium property, and to grant access easements or relocate any existing access easements in any portion of the condominium property, as the Developer or any such Association shall deem necessary or desirable for the operation and maintenance of the condominium property, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or the Declaration of Covenants, provided that such easements, or the relocation of existing easements, will not unreasonably interfere with the use of the Units for dwelling purposes.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the common elements which is appurtenant to a Unit shall not be separated therefrom and shall

pass with the title to the Unit, whether or not separately described. A share in the common elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The share in the common elements appurtenant to Units shall remain undivided, and no action for partition of the common elements, the condominium property, or any part thereof, shall lie, except as provided in provisions hereof relating to termination of the condominium.

5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

5.1 Percentage Ownership and Shares. The interest in the common elements and common surplus and the share of the common expenses appurtenant to each Unit shall be a fraction in which the numerator is 1 and the denominator is the total number of Units in the Condominium.

5.2 Voting. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association.

6. Amendment of the Declaration. Except as elsewhere provided, this Declaration may be amended as follows:

6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by a majority of the members of the Association. Directors need not be present in person or by proxy at the meeting considering the amendment may express their approval in writing provided that approval is delivered to the association or prior to the meeting. Except as otherwise provided, approvals must be by affirmative vote of:

- (a) Unit Owners owning not less than a majority of the Units and by not less than 66 2/3% of the Board of Directors of the Association;
- (b) Unit Owners owning not less than 66 2/3% of the Units;
- (c) Not less than a majority of the Board of Directors in the case of amendments of the section entitled "Insurance" that are reasonably required by insurers or Institutional First Mortgages.

6.2 By Unit Owners. Any Unit Owner who owns any Units may amend the Declaration and the Articles of Incorporation and the By-Laws to correct an omission or error, or for any other purpose, except that the procedure for amendment must be such that the amendment would materially adversely affect substantial rights of Unit Owners, unless the affected Unit Owners consent in writing.

6.3 Execution and Recording. Amendments, other than the amendments made by the Developer, shall be evidenced by the act or this Declaration, shall be evidenced by the certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments by the Developer must be evidenced in writing, but

a certificate of the Association is not required. An amendment of the Declaration is effective when properly recorded in the public records of the County.

- 6.4 Proviso. Unless otherwise provided in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion by which the Owner of a Unit shares the common expenses and owns the common surplus, unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. Neither shall an amendment make any change in the section entitled "Insurance", unless all First Mortgagees whose mortgages are of record shall join in the amendment.

7. Maintenance and Repairs.

7.1 Units. All maintenance, repairs and replacements in or to any Unit, including, without limitation, maintenance, repair and replacement of lawn and landscaping (except for grass cutting which will be performed by the Association), concrete patio, utility boxes, swimming facilities and parking spaces, within a Unit, and all maintenance, repairs and replacements of conduits, lines, cables, wires, equipment, and all other personal property located within the property lines of a Unit and forming part of the sewerage system and master television system, shall be performed by qualified personnel at the sole cost and expense. All Unit Owners shall maintain their Units in a manner consistent with the Declaration and the Rules and Regulations of the Association. If a Unit Owner neglects to maintain his or her Unit in accordance with standards adopted from time to time by the Association, and such default continues for (30) days after notice thereof, the Association shall have the right to perform such maintenance, repairs and the cost thereof, together with interest and costs of collection, shall be charged to said Unit Owner and secured by a lien upon his or her Unit.

7.2 Common Elements. Except as provided above, maintenance, repairs and replacements in or to common elements shall be performed at the sole cost and expense thereof shall be charged to the Owners as a common expense, except to the extent they are necessitated by the negligence, neglect or default of a Unit Owner, in which case such cost and expense shall be paid by such Unit Owner.

8. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, any common elements, or any of them, shall require additions or improvements costing in excess of \$10,000 in any calendar year, and the making of such additions or improvements shall have been approved by the

majority of the Unit Owners present and voting at a meeting at which a quorum is present, and (ii) the First Mortgagee which owns at that time unit mortgages securing a greater aggregate indebtedness (but not less than 10% of the total aggregate indebtedness of all Units) than is owed to any other First Mortgagee, the Association shall proceed with such additions, alterations or improvements. Any additions, alterations or improvements to such common elements, or any of them, costing in the aggregate \$10,000 or less in a calendar year may be made by the Association without approval of the Unit Owners or any First Mortgagee. The cost and expense of any such additions, alterations, or improvements to such common elements shall constitute a part of the common expenses and shall be assessed to the Unit Owners as common expenses.

9. Additions, Alterations or Improvements by Unit Owners.

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to his Unit, nor may any Unit Owner install any electrical wiring or machinery (other than air conditioning units) which protrude beyond the walls or roof of his mobile home, without the prior written consent thereto of the Board of Directors, and, to the extent required, of the Architectural Committee. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed addition, alteration, improvement or installation in such Unit Owner's Unit within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent to the proposed addition, alteration or improvement. All additions, alterations, improvements and installations by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. A Unit Owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom.

10. Changes in Developer-Owned Units. Developer shall have the right, without the vote or consent of the Association to change the number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; and reapportion among the Developer-owned Units affected by such change in size or number pursuant to the preceding clause, their appurtenant interest in the common elements and share of the common expenses; provided that the percentage interest in the common elements of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. The provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

11. Operation of the Condominium by the Association; Powers and Duties. The Association shall be the entity respon-

sible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectively, Exhibits "3" and "4" annexed hereto) as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act; as well as all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to any other Unit or Units, or to determine and enforce compliance with the terms and provisions of this Declaration, the Exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time.
- (b) The power to make and collect assessments and other charges against Unit Owners and to lease, maintain, repair and replace the common elements.
- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.
- (d) The power to enter into contracts with others, for a valuable consideration, for maintenance and management of the condominium property and in connection therewith to delegate the powers and rights herein contained, including, without limitation, the making and collection of assessments and other charges against Unit Owners, and perfecting liens for non-payment thereof. In exercising this power, the Association may contract with affiliates of the Developer.
- (e) Subsequent to the recording of this Declaration, the Association, when authorized by the majority of the total votes of the members of the Association and approved by the First Mortgagee which owns at that time unit mortgages securing a greater aggregate indebtedness (but not less than 10% of the total aggregate indebtedness of all Units) than is owed to any other First Mortgagee, shall have the power to acquire and enter into agreements for the acquisition of leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, which are or may be used for the benefit of the property, intended to provide for the use or benefit of the Unit Owners. The expenses of membership, including membership fees, operations, replacements, and other undertakings in connection therewith shall be common expenses.
- (f) The powers to adopt and amend rules and regulations covering the details of the operation and use of the condominium property.

In the event of conflict between the powers and duties of

the Association as set forth in the Overall Declaration, the Declaration, Articles of Incorporation and By-Laws, the Overall Declaration shall take precedence over the Declaration; the Declaration over the Articles of Incorporation and By-Laws, and the Articles of Incorporation over the By-Laws.

11.1 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property.

11.2 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.

11.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that Owner if in an Association meeting, unless the joinder of record Owners is specifically required by this Declaration.

12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time and at least annually, prepare a budget for the Condominium, determine the amount of assessments payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration, the Articles and the By-Laws of the Association. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The common expenses shall include the expenses of the operation, maintenance, repair and replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expenses designated as common expenses by the Act, this Declaration, the Articles or By-Laws of the Association.

13. Collection of Assessments.

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchase at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by the abandonment of the Unit against which the assessments are made.

- 13.2 Default in Payment of Assessments for Common Expenses. Assessments and installments on them not paid within ten (10) days from the date when they are due shall bear interest at the rate of ten (10%) per cent per annum from the due date until paid. The Association has a lien on each condominium parcel for any unpaid assessments on such parcel, with interest, and for reasonable attorney's fees and costs ~~incurred~~, the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of the County, stating the description of the condominium parcel, the name of the record Owner, the amount due and the due date. The lien is in effect until all sums secured by it have been fully paid or until barred by law. The claim of lien includes only assessments which are due when the claim is recorded. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.
- 13.3 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of the lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner at the last known address of the Unit Owner or, if requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.
- 13.4 Appointment of receiver to collect rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.
- 13.5 First Mortgage. In the event a First Mortgagee shall obtain title to the Unit as a result of foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure, such First Mortgagee, its successors and assigns, shall not be liable for the share of common expenses or assessments or other charges made by the Association pertaining to such Condominium parcel or chargeable to the former Unit Owner of such Condominium parcel which became due prior to acquisition of title



as a result of the foreclosure or the acceptance of such deed in lieu, unless such share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments or other charges shall be deemed to be common expenses collectible from all of the Unit Owners including such acquirer, its successors and assigns.

13.6 Developer's Liability for Assessments. The Developer shall be excused from the payment of its share of the common expenses with respect to Units it owns during the period of time that it shall guarantee to each purchaser in the purchase contract that the assessment for common expenses of the Condominium imposed upon the Unit Owner would not increase over a stated dollar amount and shall have obligated itself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level from other Unit Owners.

13.7 Possession of Unit. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the common elements until such time as all unpaid assessments and other charges due and owing by the former Owner have been paid as provided herein.

13.8 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit.

14. Insurance. Insurance covering the Condominium shall be governed by the following provisions:

14.1 Purchase, Custody and Payment of Policies.

- (a) Purchase. All insurance policies covering the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida and with an office or agent located in the State.
- (b) Named Insured. The named insured shall be the Association individually and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgages, without naming them.
- (c) Custody. The Association shall maintain all policies and policies shall provide that payments for amounts made by the insurer shall be paid to the Association, and all policies and endorsements on them shall be deposited with the Association.
- (d) Copies to Mortgagees. Copies of the policy or a certificate evidencing the policy and all endorsements thereon shall be provided to the mortgagees.

Association to each First Mortgagee included in the mortgagee roster who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall first occur.

- (e) Personal Property and Liability. Unit Owners may obtain insurance coverage at their own expense and at their own discretion upon their mobile homes and other personal property and for their personal liability and living expenses and for flood damage.

14.2 Coverage. The Association shall maintain insurance covering the following:

- (a) Casualty. All buildings, together with all service machinery contained therein which are part of the common elements, shall be insured in an amount not less than 100% of the replacement value thereof (less reasonable deductible limits approved by the Board), excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:
  - (i) Loss or Damage by Fire and other perils covered by a standard extended coverage endorsement; and
  - (ii) Such Other Risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, terrorism and malicious mischief.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the residential property or adjoining driveways and walkways, or any work, matters or things related to the residential property or this Declaration and its Exhibits, with such coverage as shall be required by the Board of Directors of the Association, but with a single limit liability of not less than \$500,000 for each accident or occurrence, \$250,000 per person and \$100,000 property damage, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner and vice versa.
- (c) Workmen's Compensation and other mandatory insurance.
- (d) Machinery Insurance.
- (e) Fidelity Insurance covering all officers and employees of the Association and managing agents who handle Association funds.
- (f) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for loss that is caused by an act of the Board of Directors of the Association, or a member of the Board of Directors of the Association or by one or more Unit Owners.

- 14.3 **Additional Provisions.** All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or other insurance or of invalidity arising from any acts of the insured and of pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all First Mortgagees at least ten (10) days prior to the expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the building (exclusive of foundation), without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.
- 14.4 **Premiums.** Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of a Unit or its appurtenances or of the common elements by particular Unit Owners shall be assessed against and paid by such Owners.
- 14.5 **Association as Agent.** The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 14.6 **Unit Owner Personal Coverage.** The insurance purchased by Association shall not cover claims against an Owner due to accidents occurring within his Condominium Unit or mobile home nor does it cover casualty or theft loss to the contents of an Owner's Unit or mobile home or flood damage. It shall be the obligation of the individual Unit Owner to purchase and pay for insurance as to all such risks.
- 14.7 **Benefit of Mortgagees and Seller.** Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of Condominium Units. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

15. Reconstruction or Repair After Fire or Other Casualty.

- 15.1 Reconstruct or Repair. In the event of damage to or destruction of the Condominium property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of such property, and shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Whenever in this Section the words "promptly repair" are used, it shall mean repairs are to begin not more than sixty (60) days from the date of the Board of Directors notifies the Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work and not more than ninety (90) days after the Board of Directors notifies the Unit Owners that such proceeds of insurance are insufficient to pay said estimated costs of such work.
- 15.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association.
- 15.3 Estimate of Costs. The Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- 15.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners in the case of damage to common elements. If the Association is to provide funds for the payment of such costs, such assessments against Unit Owners for damage to Units shall be in proportion to the cost of repair to their respective Units. Such assessments on amount of damage to common elements shall be in proportion to the Owner's share in the common elements.
- 15.5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner: The Association shall hold the same upon such assessments and disburse the same in payment of the costs of reconstruction and repair. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a reconstruction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner herein provided, except however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall be unavailing as to any mortgagee.

15.6 Benefit of Mortgagees and Seller. Certain provisions in this Section 15 are for the benefit of mortgagees of Units. All of said provisions are covenants for the benefit of any mortgagees of a Unit and may be enforced by any of them.

16. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the condominium property and for the protection of the values of the Units, the use of the condominium property shall be restricted to and shall be in accordance with the following provisions:

16.1 Occupancy. No structures other than a double or triple wide mobile home (including connected car port, patios, porches and storage/laundry room) may be placed within a Unit. Subject to the provisions of Section 16.2 hereof, a mobile home located within a Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by (i) the individual Unit Owner (and members of his family and guests), (ii) an officer, director, stockholder or employee of such corporation (and members of his family and guests), (iii) a partner or employee of such partnership (and members of his family and guests), (iv) the fiduciary or beneficiary of such fiduciary (and the members of his family and guests), or (v) permitted occupants under a lease or sublease of the Unit (as described below), as the case may be. Occupants of a leased or subleased Unit must be (i) an individual lessee or sublessee (and members of his family and guests), (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee (and members of his family and guests), (iii) a partner or employee of a partnership lessee or sublessee (and members of his family and guests), or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee (and members of his family and guests). Under no circumstances shall more than one family permanently reside in a mobile home at one time. Subject to the other provisions of this Section 16, "members of his family" or words of similar import whenever used herein shall be deemed to mean spouse, parents, parents-in-law, brothers, sisters, children and grandchildren. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section 16.1 shall not be applicable to mobile homes used by the Developer for sales offices or management services, or for display purposes, or for transient housing for prospective customers of Developer.

16.2 Age Requirements. To the extent it is lawful, no person under the age of eighteen (18) years may permanently reside on the condominium property. Unit Owners may have guests including guests under the age of eighteen (18), visit with them, but no guest may remain for more than four (4) weeks in any one year. All guests remaining overnight must register in the office of the Association.

16.3 Animals. Animals are prohibited except that Owners of the following Units may keep domestic pets (dogs, cats or birds): R-1 through R-7 inclusive, R-9, R-10, 1533 through 1550 inclusive, 1620 through 1630 inclusive, 1683 through 1684 inclusive, 1693 through 1698 inclusive, 1656 and 1769.

- 16.4 Use Of Common Elements. The common elements shall be used only for furnishing services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 16.5 Nuisances. No nuisances shall be allowed on the condominium property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants or which interferes with the peaceful possession or proper use of the condominium property by residents or occupants.
- 16.6 No Improper Uses. No immoral, improper, hazardous offensive or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances and regulations thereof shall be observed. Violations of laws, order, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the condominium property, shall be complied with by, and at the sole expense of, the party obligated to maintain or repair such portion of the condominium property, as elsewhere herein set forth.
- 16.7 No Transients. Except with the prior approval of the Board of Directors of the Association or its designated agent, no portion of a Unit or mobile home (other than an entire Unit or mobile home) may be rented, and no transient tenants (occupying for 30 days or less) may be accommodated therein. (Occupants of mobile homes owned by or leased to the Developer shall not be considered "transient tenants" regardless of the duration of their occupancy).
- 16.8 Certain Improvements. No fences, or other structures or improvements shall be erected within a Unit or on the common elements without the prior written approval of the Board of Directors of the Association, and, to the extent required, of the Architectural Committee. All such work shall be supervised by the Board of Directors or its designated agent.
- 16.9 Automobile Parking. Each Unit includes paved parking sufficient for two (2) automobiles. Only automobiles and recreational vehicles may be parked in said parking areas unless approved by the Board of Directors of the Association. Vehicles may not be parked in any other place within a Unit.
17. Selling, Leasing and Mortgaging of Units. Each Unit Owner shall, within thirty (30) days after he purchases or mortgages his Unit, furnish to the Board of Directors a photocopy of the recorded deed or mortgage. Each Unit Owner, upon written notice to the Association, may lease or sell his Unit without restrictions, provided, however, that any such lease shall be for a term of not less than five (5) months and that the occupancy thereof by the tenant shall be subject to the terms and conditions of this Declaration, the By-Laws and Rules and Regulations of the Association. The Unit Owner shall furnish to the Board of Directors a photocopy of the lease within fifteen (15) days after execution thereof. None of the leasing restrictions in this Declaration shall apply to leases of Developer-owned Units.

18. Approval of Mobile Homes. No mobile homes not constructed and anchored by the Developer may be anchored within a Unit without the prior approval of the Board of Directors, and, to the extent required, by the Architectural Committee. The Board shall grant such approval only if it finds that the exterior appearance, size, length and width of the mobile home is compatible with the types of mobile homes in the Condominium. Approval may also be conditioned upon the mobile homes being placed within the Unit in conformity with reasonable set-back requirements adopted by the Board. The Board shall approve or disapprove the mobile home within fifteen (15) days after the Owner thereof has furnished to the Board the information that the Board requests in connection with the making of a determination. In the event the mobile home is not approved or disapproved within the said period of time, then it shall be deemed to have been approved. Notwithstanding anything to the contrary herein contained, the right of approval or disapproval described in this Section shall be exercised by the Developer for so long as the Developer owns any Units.

19. Compliance and Default. Each Unit Owner and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all Exhibits annexed hereto, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association and Unit Owners shall be entitled to the following relief in addition to the remedies provided by the Act:

19.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement work necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that expense is not met by the proceeds of insurance carried by the Association.

19.2 Maintenance. In the event a Unit Owner fails to maintain his Unit in the manner herein required, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance, or the Association shall have the right to assess the Unit Owner and the Unit for the sum necessary to do whatever work is required to put the Unit back in compliance herewith, and payment of such assessment shall be secured by payment of the lien of the Association provided for in Section 13 hereof. In addition, the Association shall have the right, for itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions.

19.3 Costs and Attorneys' Fees. In any proceeding against the Association to comply with the requirements of the Act,

this Declaration, the Exhibits annexed hereto, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover its costs, including appellate attorneys' fees, as may be awarded by the court.

19.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Exhibits annexed hereto, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their rights to do so thereafter.

20. Termination of Condominium. The Condominium shall continue until such time as withdrawal of the condominium property from the provisions of the Act is legally authorized by a vote of Owners of at least 80% of the Units and the First Mortgagee which owns at that time unit mortgages securing a greater aggregate indebtedness (but not less than 10% of the total aggregate indebtedness of all Units) than is owed to any other First Mortgagee (Developer will not vote the Units owned by it for such withdrawal unless the Owners of at least 80% of all other Units so elect for such withdrawal, at which time Developer may choose to vote either in favor of or against withdrawal from condominium ownership, as it sees fit).

In the event such legal withdrawal is authorized as aforesaid, the condominium property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interest in the common elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens on his Unit in the order of their priority. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. This section may not be amended without the consent of all First Mortgagees.

21. The Declaration of Covenants. Nothing herein shall be deemed to supercede or to negate the provisions of the Declaration of Covenants, nor to limit the rights and duties of the Homeowners Association or the Architectural Committee. Such provisions, rights and duties shall be read as cumulative with the provisions of this Declaration, provided that in the event of a direct conflict as to any specific provisions of the Declaration of Covenants and this Declaration, the provisions of this Declaration shall be subject and subordinate to the conflicting provisions of the Declaration of Covenants.

22. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land (subject, however, to applicable provisions respecting their amendment) and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the Owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall



they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles, By-Laws and Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration, and the Articles, By-Laws and Rules and Regulations of the Association, are adopted and ratified by such Unit Owner, tenant or occupant.

23. Additional Provisions.

23.1 Notices. All notices required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent by first class mail to the condominium address of such Unit Owner or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by certified mail (return receipt requested) to their respective addresses, as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

23.2 Title Subject to. The condominium property is submitted to condominium ownership subject to (i) taxes and assessments for the year in which this Declaration is recorded and thereafter; (ii) conditions, limitations, restrictions, reservations, easements and utility agreements of record; (iii) existing zoning ordinances; (iv) rights of persons in possession of Units under leases thereon given by the Developer; and (v) the Declaration of Plaintiffs.

23.3 Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits annexed hereto which under the Act are required to be part of the Declaration.

23.4 Signature of President and Secretary. Wherever the signature of the president of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

23.5 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or interests are affected or determined by this Declaration, the Exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

- 23.6 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or work, or other provision of this Declaration, the Exhibits annexed hereto, or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof.
- 23.7 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 23.8 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) shall be deemed to have ratified all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and agreed that such provisions are fair and reasonable in all material respects.
- 23.9 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
- 23.10 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be hereto affixed this 31 day of August, 1979.

CAYMAN DEVELOPMENT CORPORATION

BY: H.A. Thielke  
H. A. Thielke, President

ATTEST: Larry W. Toler  
Larry W. Toler, Asst. Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Declaration of Condominium was acknowledged before me this 31st day of August, 1979, by H. A. THIELKE and LARRY W. TOLER, as President and Assistant Secretary, respectively, of CAYMAN DEVELOPMENT CORPORATION, a Florida corporation, on behalf of said corporation.

[Signature]  
Notary Public  
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPTEMBER 28, 1981  
MONROE, LOUISIANA

CITRUS RIDGE VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, CITRUS RIDGE VILLAGE ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 31 day of August, 1979.

BY: H. A. Thielke  
H. A. Thielke,



ATTEST: Larry W. Toler  
Larry W. Toler,

Secretary

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing joinder was acknowledged before me this 31st day of August, 1979, by H. A. THIELKE and LARRY W. TOLER, respectively, President and Secretary of CITRUS RIDGE VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation.

[Signature]  
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA, ORANGE COUNTY  
MY COMMISSION EXPIRES FEBRUARY 27, 1982  
SCOTT THAU, CLERK OF THE COUNTY UNDERWRITER

JOINDER OF MORTGAGEE

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, herein called the Mortgagee, is the owner and holder of a certain mortgage upon lands located in Orange County, Florida (more particularly described in its mortgage), which mortgage is dated July 11, 1979 and is recorded in Official Records Book 3030, Page 1294, of the Public Records of Orange County, Florida. The Mortgagee hereby consents to the recording of the foregoing Declaration of Condominium, and agrees that, without limiting or otherwise affecting the priority or effectiveness of its lien pursuant to said mortgage on the lands described therein, the lien of its mortgage shall be deemed to be upon the following described property in Orange County, Florida:

All of the units of CITRUS RIDGE VILLAGE, a Condominium, according to the Declaration of Condominium, together with all of the appurtenances to the units, including, but not limited to, all of the undivided shares in the common elements.

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO

By: [Signature]  
Attest: [Signature]

[Signature]  
WITNESS  
[Signature]  
WITNESS

STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF C C O K )

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared PATRICIA L. MEGANON and ADAR MILLER JR, well known to me to be the 2nd VICE PRESIDENT and REAL ESTATE OFFICER, respectively, of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5<sup>th</sup> day of September, 1979.



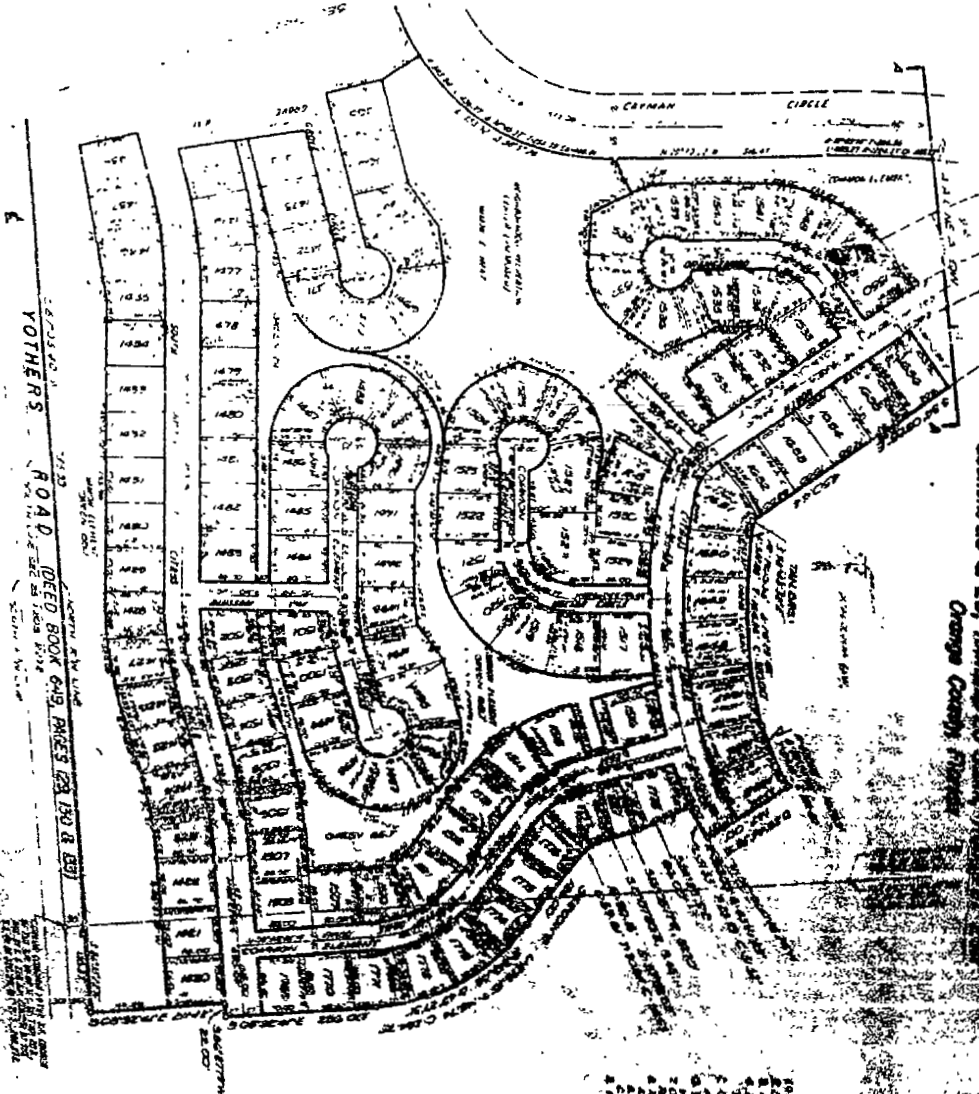
Robert M. Lindstrom  
Notary Public  
My Commission Expires Aug 30, 1981  
My Commission Expires



DESCRIPTION: From the corner common to the Southwest corner of Section 25, Township 20 South, Range 27 East and the Southeast corner of Section 26, Township 20 South, Range 27 East, all in Orange County, Florida, run N.02°58'42"W. along the line between said Sections 25 and 26 a distance of 30.00 feet to a point situated on the North right-of-way line of Yothers Road, as recorded in Deed Book 649, pages 129, 130 and 133, Public Records of Orange County, Florida; thence along said North right-of-way run N87°05'40"E. 925.79 feet to the Point of Beginning; thence run N.16°12'20"E. 74.54 feet to a point on a curve concave northeasterly having a radius of 641.43 feet; thence from a tangent bearing of N.73°47'40"W. run Northwesterly along said curve 242.68 feet through a central angle of 21°40'38" to the point of tangency; thence run N.38°32'42"E. 111.04 feet to the point of curvature of a curve concave Northeasterly, having a radius of 213.67 feet; thence from a tangent bearing of N.51°27'18"W. run Northwesterly along said curve 104.92 feet through a central angle of 28°08'06" to the point of tangency; thence run N.23°19'12"W. 55.86 feet; thence run N.66°40'48"E. 54.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 3011.25 feet; thence run Northeasterly along said curve 301.72 feet through a central angle of 05°44'27" to the point of tangency; thence run N.72°25'15"E. 207.97 feet to the point of curvature of a curve concave Northwesterly having a radius of 343.94 feet; thence run Northeasterly along said curve 436.77 feet through a central angle of 72°45'37" to the point of tangency; thence run N.00°20'22"W. 316.47 feet to the point of curvature of a curve concave Easterly having a radius of 1224.27 feet; thence run Northerly along said curve 409.27 feet through a central angle of 19°09'44" to the point of tangency; thence run N.18°48'53"E. 97.64 feet to the point of curvature of a curve concave Westerly having a radius of 378.01 feet; thence run Northerly along said curve 157.01 feet through a central angle of 23°47'54" to the point of tangency; thence run N.04°59'01"W. 169.70 feet; thence N.85°00'59"E. 86.00 feet; thence S.04°59'01"E. 200.31 feet; thence S.07°32'35"E. 97.15 feet; thence S.13°08'54"E. 187.85 feet to the point of curvature of a curve concave Northeasterly having a radius of 291.63 feet; thence run Southeasterly along said curve 106.60 feet through a central angle of 20°56'34" to the point of tangency; thence run S.34°05'28"E. 450.44 feet to a point on a curve concave Northerly having a radius of 700.76 feet; thence from a tangent bearing of S.78°43'32"E. run easterly along said curve 322.85 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 422.00 feet; thence run Northeasterly along said curve 107.69 feet through a central angle of 14°37'16" to a point; thence run S.29°44'36"E. 147.00 feet to a point on a curve concave Northwesterly having a radius of 569.00 feet; thence from a tangent bearing of S.60°15'24"W. run Southwesterly 51.53 feet through a central angle of 05°11'23"; thence S.24°33'13"E. 86.00 feet; thence S.16°08'17"E. 37.70 feet; thence S.15°07'20"E. 9.45 feet to the point of curvature of a curve concave Northeasterly having a radius of 90.15 feet; thence run Southeasterly along said curve 59.81 feet through a central angle of 37°52'52" to a point of tangency; thence S 53°00'11"E. 126.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 316.44 feet; thence run Southeasterly along said curve 273.15 feet through a central angle of 49°27'31" to the point of tangency; thence run S.03°32'41"E. 226.00 feet; thence S.86°27'19"W. 22.00 feet; thence S.03°32'41"E. 211.42 feet to the North right-of-way line of Yothers Road as recorded in Deed Book 649, pages 129, 130, 133, Public Records of Orange County, Florida; thence along said North right-of-way line of Yothers Road run S.86°35'22"W. 138.27 feet; thence S.87°05'40"W. 1735.99 feet to the point of beginning, containing 43.6806 acres more or less.

CITRUS RIDGE VILLAGE CONDOMINIUM

Sections 25 & 26, Township 20 South, Range 27 East, Orange County, Florida



1. THE CONDOMINIUM SHALL BE BOUNDARIED AS SHOWN ON THE ATTACHED SURVEY-LOT PLAN.

2. THE CONDOMINIUM SHALL BE BOUNDARIED AS SHOWN ON THE ATTACHED SURVEY-LOT PLAN.

3. THE CONDOMINIUM SHALL BE BOUNDARIED AS SHOWN ON THE ATTACHED SURVEY-LOT PLAN.

4. THE CONDOMINIUM SHALL BE BOUNDARIED AS SHOWN ON THE ATTACHED SURVEY-LOT PLAN.

5. THE CONDOMINIUM SHALL BE BOUNDARIED AS SHOWN ON THE ATTACHED SURVEY-LOT PLAN.

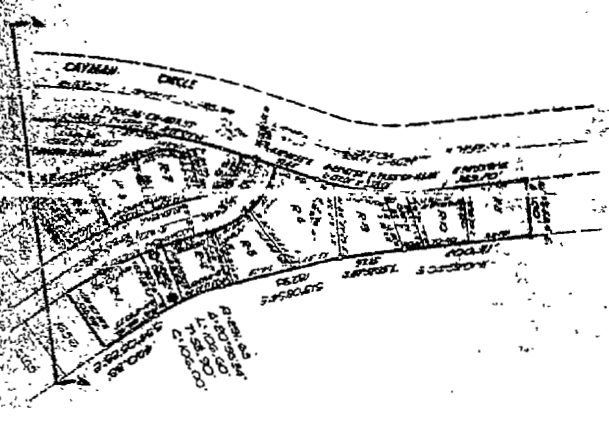
6. THE CONDOMINIUM SHALL BE BOUNDARIED AS SHOWN ON THE ATTACHED SURVEY-LOT PLAN.

7. THE CONDOMINIUM SHALL BE BOUNDARIED AS SHOWN ON THE ATTACHED SURVEY-LOT PLAN.

8. THE CONDOMINIUM SHALL BE BOUNDARIED AS SHOWN ON THE ATTACHED SURVEY-LOT PLAN.

9. THE CONDOMINIUM SHALL BE BOUNDARIED AS SHOWN ON THE ATTACHED SURVEY-LOT PLAN.

10. THE CONDOMINIUM SHALL BE BOUNDARIED AS SHOWN ON THE ATTACHED SURVEY-LOT PLAN.



The original survey-plot plan is recorded in Condominium Exhibit Book 4, Pages 135, Public Records of Orange County, Fla.





Declaration of Condominium for Banbury  
Village Condominium

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DECLARATION  
OF CONDOMINIUM  
FOR  
BANBURY VILLAGE CONDOMINIUM

CAYMAN DEVELOPMENT CORPORATION, a Florida corporation (hereinafter called the "Developer") does hereby declare as follows:

1. Introduction and Submission.

1.1 The Land. The Developer owns the fee title to certain land located in Orange County, Florida, as more particularly described in Exhibit "1" annexed hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed intended for use in connection therewith (exclusive of pipes, conduits lines, cables, wires, equipment, apparatus and all other personal property forming part of the water and sewage system and master television antenna system serving the condominium property), to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date of the recording of this Declaration.

1.3 Name. The name by which this condominium is to be identified is BANBURY VILLAGE CONDOMINIUM, (hereinafter called the "Condominium").

2. Definitions. The following terms when used in this Declaration and in its exhibits, and as they may hereafter be amended, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 The "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.

2.2 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Unit Owner.

2.3 "Association" means BANBURY VILLAGE ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium.

2.4 "Architectural Committee" means the Committee to be established in accordance with the provisions of the Overall Declaration.

2.5 "By-Laws" mean the By-Laws of the Association.

2.6 "Common elements" shall mean and include:

(a) The portions of the condominium property which are not included within the Units.

PLEASE RETURN TO  
WINDERMERE, HAINES, WARD & WOODMAN, P.A.  
P. O. BOX 880  
WINTER PARK, FLA. 32790



- (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the common elements.
  - (c) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the common elements.
  - (d) Any other parts of the condominium property designated as common elements in the Declaration.
- 2.7 "Common expenses" mean all expenses and assessments properly incurred by the Association for the Condominium, including, but not limited to, all sums due the Overall Association from Unit Owners if to be collected and paid on behalf of Unit Owners by the Association.
- 2.8 "Common surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
- 2.9 "Condominium parcel" means a Unit together with the undivided share in the common elements which is appurtenant to said Unit; and when the context permits, the term includes all of the appurtenances to the Unit.
- 2.10 "Condominium property" means the Land and personal property that are subjected to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.11 "County" means the County of Orange, State of Florida.
- 2.12 "Declaration" or Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.13 "First Mortgagee" means any owner and holder of a first mortgage on a Unit or Units.
- 2.14 "Mobile Home" means and includes an independent mobile home which is installed upon a Unit.
- 2.15 "Homeowners' Association" means the Zellwood Station Community Association, Inc., a Florida corporation not for profit.
- 2.16 "Declaration of Covenants" means the Declaration of Covenants, Restrictions and Easements, dated July 25 1979 and recorded in Official Records Book 3034, Page 1494 of the Public Records of the County.
- 2.17 "Unit" means a part of the condominium property which is subject to exclusive ownership.
- 2.18 "Unit Owner" or "Owner of a Unit" means the Owner of a condominium parcel.

3. Description of Condominium.

\* as recorded in Condominium Exhibit  
Book 5, pages 1 and 2

- 3.1 Identification of Units. The condominium property contains (see "Description of the Condominiums" in Part I) Units. Each Unit is identified by a separate numerical designation as set forth on the survey-plot plan annexed hereto as Exhibit "2"; which also includes a survey of the Land and a graphic description of the improvements thereon, if any. Said Exhibit "2", together with this Declaration, are sufficient in detail to identify the common elements and each unit and their relative locations and approximate dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the common elements and common expenses; (b) the exclusive right to use the portion of the common elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically; and (d) other appurtenances as may be provided in this Declaration.
- 3.2 Unit Boundaries. A Unit shall consist of the area or space having the exterior or perimetrical boundaries prescribed upon the aforesaid survey plot plan, including that portion of the Land within said boundaries and all improvements thereon, which may include sodding and landscaping, concrete patio, anchoring equipment and facilities and concrete-topped parking areas. Mobile homes now or hereafter installed upon a Unit are not a part of the condominium property, nor are they a part of the Units within which they are located. Unless otherwise expressly provided, a conveyance or mortgage of a Unit does not transfer title to or encumber any Mobile Home which may be located within said Unit.
- 3.3 Easements. The following easements are hereby reserved (these are in addition to any easements created under the Act):
- (a) Utility and Other Services; Drainage. Easements are reserved under, through and over the condominium property as may be required from time to time for the installation and maintenance of utility and other services (including, but not limited to CATV services) and drainage which may now or in the future be installed by the Developer and others in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the utility and other services using these easements. The firm which provides the particular utility or other service shall have a right of access to each unit and the common elements to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility and other service facilities and common elements contained in the Unit or elsewhere in the condominium property and to remove any improvements or structures interfering with or impairing the utility or other service easements herein reserved; provided such right of access shall not

unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice.

- (b) Encroachments. If (a) any portion of the common elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the common elements; or (c) any encroachment shall hereafter occur as a result of any alteration or repair to the common elements made by or with the consent of the Association or any repair or restoration of any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the common elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.
- (c) Ingress and Egress. An easement in favor of each Unit Owner and resident, their permitted guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the common elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes.
- (d) Construction; Maintenance. The Developer, and the Homeowners' Association and the Architectural Committee (consistent with the provisions of the Declaration of Covenants), including their designees, successors and assigns, shall have the right, in their sole discretion, from time to time to enter the condominium property for the purpose of completing the construction thereof, and for repair, replacement, maintenance and enforcement purposes where the Association fails to do so, provided same does not prevent or unreasonably interfere with the use or enjoyment of the Unit Owners of the condominium property.
- (e) Sales Activity. For as long as there are any unsold Units, the Developer, its successors and assigns, shall have the right without charge (i) to use any such Units and suitable portions of the common elements for the display of mobile homes in connection with the Developer's program of selling and renting mobile homes; (ii) to use as sales, construction, administrative or other offices any unsold Unit and suitable portions of the common elements (including any recreation buildings); and (iii) to do any and all other things necessary or appropriate in connection with the selling or renting of Units and mobile homes, including without limitation, the posting of signs upon the condominium property; provided, however, that such activities shall be carried on in a manner which will not unreasonably interfere with the enjoyment of the condominium property by the Unit Owners.

(f) Additional Easements. The Developer and the Association, and the Homeowners' Association, each shall have the right to grant such additional electric, gas, or other utility or service easements or to relocate any existing utility or service easements in any portion of the condominium property, and to grant access easements or relocate any existing access easements in any portion of the condominium property, as the Developer or any such Association shall deem necessary or desirable for the proper operation and maintenance of the condominium property, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or the Declaration of Covenants, provided that such easements, or the relocation of existing easements, will not unreasonably interfere with the use of the Units for dwelling purposes.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the common elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the common elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The share in the common elements appurtenant to Units shall remain undivided, and no action for partition of the common elements, the condominium property, or any part thereof, shall lie, except as provided in provisions hereof relating to termination of the condominium.
5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.
  - 5.1 Percentage Ownership and Shares. The interest in the common elements and common surplus and the share of the common expenses appurtenant to each Unit shall be a fraction in which the numerator is 1 and the denominator is the total number of Units in the Condominium.
  - 5.2 Voting. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association.
6. Amendment of the Declaration. Except as elsewhere provided, this Declaration may be amended as follows:
  - 6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than 25% of the members of the Association. Directors and members present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, approvals must be by affirmative vote of:

- (a) Unit Owners owning not less than a majority of the Units and by not less than 66 2/3% of the Board of Directors of the Association; or
- (b) Unit Owners owning not less than 80% of the Units; or
- (c) Not less than a majority of the Board of Directors in the case of amendments of the section entitled "Insurance" that are reasonably required by insurers or Institutional First Mortgagees.

6.2 By The Developer. The Developer, during the time it owns any Units may amend the Declaration and the Articles of Incorporation and the By-Laws to correct an omission or error, or for any other purpose, except that this procedure for amendment cannot be used if such an amendment would materially adversely affect substantial rights of Unit Owners, unless the affected Unit Owners consent in writing.

6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments by the Developer must be evidenced in writing, but a certificate of the Association is not required. An amendment of the Declaration is effective when properly recorded in the public records of the County.

6.4 Proviso. Unless otherwise provided in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion by which the Owner of a Unit shares the common expenses and owns the common surplus, unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. Neither shall an amendment make any change in the section entitled "Insurance", unless all First Mortgagees whose mortgages are of record shall join in the amendment.

7. Maintenance and Repairs.

7.1 Units. All maintenance, repairs and replacements in or to any Unit, including, without limitation, maintenance, repair and replacement of lawn and landscaping (except for grass cutting which will be performed by the Association), concrete patio, utility hook-ups, anchoring facilities and parking spaces, within a Unit, and all maintenance, repairs and replacements of all pipes, conduits, lines, cables, wires, equipment, apparatus and all other personal property located within the property lines of a Unit and forming part of the water and sewage system and master television antenna system shall

be performed by qualified personnel at the Unit Owner's sole cost and expense. All Unit Owners shall maintain their Units in a manner consistent with this Declaration and the Rules and Regulations of the Association. If a Unit Owner neglects to maintain and repair his Unit in accordance with standards adopted from time to time by the Association, and such default continues for thirty (30) days after notice thereof, the Association shall have the right to perform such maintenance and repair and the cost thereof, together with interest and costs of collection, shall be charged to said Unit Owner and secured by a lien upon his or her Unit.

- 7.2 Common Elements. Except as provided above, all maintenance, repairs and replacements in or to the common elements shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a common expense, except to the extent same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such cost and expense shall be paid by such Unit Owner.
8. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the common elements, or any of them, shall require additions, alterations, or improvements costing in excess of \$10,000 in the aggregate in any calendar year, and the making of such additions, alterations or improvements shall have been approved by (i) a majority of the Unit Owners present and voting at a meeting at which a quorum is present, and (ii) the First Mortgagee which owns at that time unit mortgages securing a greater aggregate indebtedness (but not less than 10% of the total aggregate indebtedness of all Units) than is owed to any other First Mortgagee, the Association shall proceed with such additions, alterations or improvements. Any additions, alterations or improvements to such common elements, or any of them, costing in the aggregate \$10,000 or less in a calendar year may be made by the Association without approval of the Unit Owners or any First Mortgagee. The cost and expense of any such additions, alterations, or improvements to such common elements shall constitute a part of the common expenses and shall be assessed to the Unit Owners as common expenses.
9. Additions, Alterations or Improvements by Unit Owners.
- 9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to his Unit, nor may any Unit Owner install any electrical wiring or machinery (other than air conditioning units) which protrude beyond the walls or roof of his mobile home, without the prior written consent thereto of the Board of Directors, and, to the extent required, of the Architectural Committee. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed addition, alteration, improvement or installation in such Unit Owner's Unit within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent to the proposed addition, alteration or improvement. All additions, alterations, improvements and installations by the Unit Owners shall be made in compliance with



all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. A Unit Owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom.

10. Changes in Developer-Owned Units. Developer shall have the right, without the vote or consent of the Association to change the number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; and reapportion among the Developer-owned Units affected by such change in size or number pursuant to the preceding clause, their appurtenant interest in the common elements and share of the common expenses; provided, however, that the percentage interest in the common elements of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. The provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.
11. Operation of the Condominium by the Association; Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectively, Exhibits "3" and "4" annexed hereto) as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including without limitation:
- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to any other Unit or Units, or to determine and enforce compliance with the terms and provisions of this Declaration, the Exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time.
  - (b) The power to make and collect assessments and other charges against Unit Owners and to lease, maintain, repair and replace the common elements.
  - (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.
  - (d) The power to enter into contracts with others, for a valuable consideration, for maintenance and management of the condominium property and in connection therewith to delegate the powers and rights herein contained, including, without limitation, the making and collecting of assessments and other charges against Unit Owners, and

perfecting liens for non-payment thereof. In exercising this power, the Association may contact with affiliates of the Developer.

- (e) Subsequent to the recording of this Declaration, the Association, when authorized by the majority of the total votes of the members of the Association and approved by the First Mortgagee which owns at that time unit mortgages securing a greater aggregate indebtedness (but not less than 10% of the total aggregate indebtedness of all Units) than is owed to any other First Mortgagee, shall have the power to acquire and enter into agreements for the acquisition of leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the condominium property, intended to provide for the use or benefit of the Unit Owners. The expense of ownership, rental, membership fees, operations, replacements, and other undertakings in connection therewith shall be common expenses.
- (f) The powers to adopt and amend rules and regulations covering the details of the operation and use of the condominium property.

In the event of conflict between the powers and duties of the Association as set forth in the Overall Declaration, the Declaration, Articles of Incorporation and By-Laws, the Overall Declaration shall take precedence over the Declaration; the Declaration over the Articles of Incorporation and By-Laws, and the Articles of Incorporation over the By-Laws.

- 11.1 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property.
- 11.2 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 11.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that Owner if in an Association meeting, unless the joinder of record Owners is specifically required by this Declaration.
- 12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of assessments payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration, the Articles and the By-Laws of the Association. The Board of Directors shall

advise all Unit Owners promptly in writing of the amount of the assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The common expenses shall include the expenses of the operation, maintenance, repair and replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expenses designated as common expenses by the Act, this Declaration, the Articles or By-Laws of the Association.

13. Collection of Assessments.

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by the abandonment of the Unit against which the assessments are made.

13.2 Default in Payment of Assessments for Common Expenses. Assessments and installments on them not paid within ten (10) days from the date when they are due shall bear interest at the rate of ten (10%) per cent per annum from the due date until paid. The Association has a lien on each condominium parcel for any unpaid assessments on such parcel, with interest, and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of the County, stating the description of the condominium parcel, the name of the record Owner, the amount due and the due date. The lien is in effect until all sums secured by it have been fully paid or until barred by law. The claim of lien includes only assessments which are due when the claim is recorded. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

13.3 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of the lien is recorded, are paid

before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

- 13.4 Appointment of receiver to collect rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.
- 13.5 First Mortgage. In the event a First Mortgagee shall obtain title to the Unit as a result of foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure, such First Mortgagee, its successors and assigns, shall not be liable for the share of common expenses or assessments or other charges made by the Association pertaining to such Condominium parcel or chargeable to the former Unit Owner of such Condominium parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu, unless such share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments or other charges shall be deemed to be common expenses collectible from all of the Unit Owners including such acquirer, its successors and assigns.
- 13.6 Developer's Liability for Assessments. The Developer shall be excused from the payment of its share of the common expenses with respect to Units it owns during the period of time that it shall guarantee to each purchaser in the purchase contract that the assessment for common expenses of the Condominium imposed upon the Unit Owner would not increase over a stated dollar amount and shall have obligated itself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level from other Unit Owners.
- 13.7 Possession of Unit. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the common elements until such time as all unpaid assessments and other charges due and owing by the former Owner have been paid as provided herein.
- 13.8 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit.

14. Insurance. Insurance covering the Condominium shall be governed by the following provisions:

14.1 Purchase, Custody and Payment of Policies.

- (a) Purchase. All insurance policies covering the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida and with an office or agent located in the County.
- (b) Named Insured. The named insured shall be the Association individually and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them.
- (c) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Association, and all policies and endorsements on them shall be deposited with the Association.
- (d) Copies to Mortgagees. One copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the Association to each First Mortgagee included in the mortgagee roster who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall first occur.
- (e) Personal Property and Liability. Unit Owners may obtain insurance coverage at their own expense and at their own discretion upon their mobile homes and other personal property and for their personal liability and living expenses and for flood damage.

14.2 Coverage. The Association shall maintain insurance covering the following:

- (a) Casualty. All buildings, together with all service machinery contained therein which are part of the common elements, shall be insured in an amount not less than 100% of the replacement value thereof (less reasonable deductible limits approved by the Board), excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:
  - (i) Loss or Damage by Fire and other hazards covered by a standard extended coverage endorsement; and
  - (ii) Such Other Risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the condominium property or adjoining driveways and walkways, or any work, matters or things related to the condominium property or this Declaration and its Exhibits, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$500,000 for each accident or occurrence, \$250,000 per person and \$100,00 property damage, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner and vice versa.
- (c) Workmen's Compensation and other mandatory insurance, when applicable.
- (d) Machinery Insurance.
- (e) Fidelity Insurance covering all officers and employees of the Association and managing agent who handle Association funds.
- (f) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more Unit Owners.

14.3 Additional Provisions. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or other insurance or of invalidity arising from any acts of the insured and of pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all First Mortgagees at least ten (10) days prior to the expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the building (exclusive of foundation), without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

14.4 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase

in the premium occasioned by misuse, occupancy or abandonment of a Unit or its appurtenances or of the common elements by particular Unit Owners shall be assessed against and paid by such Owners.

- 14.5 Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 14.6 Unit Owner Personal Coverage. The insurance purchased by Association shall not cover claims against an Owner due to accidents occurring within his Condominium Unit or mobile home nor does it cover casualty or theft loss to the contents of an Owner's Unit or mobile home or flood damage. It shall be the obligation of the individual Unit Owner to purchase and pay for insurance as to all such risks.
- 14.7 Benefit of Mortgagees and Seller. Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of Condominium Units. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.
15. Reconstruction or Repair After Fire or Other Casualty.
- 15.1 Reconstruct or Repair. In the event of damage to or destruction of the Condominium property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of such property, and shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Whenever in this Section the words "promptly repair" are used, it shall mean repairs are to begin not more than sixty (60) days from the date of the Board of Directors notifies the Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work and not more than ninety (90) days after the Board of Directors notifies the Unit Owners that such proceeds of insurance are insufficient to pay said estimated costs of such work.
- 15.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association.
- 15.3 Estimate of Costs. The Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- 15.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of

the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of repair to their respective Units. Such assessments on account of damage to common elements shall be in proportion to the Owner's share in the common elements.

15.5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner: The Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

15.6 Benefit of Mortgagees and Seller. Certain provisions in this Section 15 are for the benefit of mortgagees of Units. All of said provisions are covenants for the benefit of any mortgagees of a Unit and may be enforced by any of them.

16. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the condominium property and for the protection of the values of the Units, the use of the condominium property shall be restricted to and shall be in accordance with the following provisions:

16.1 Occupancy. No structures other than a double or triple wide mobile home (including connected car port, patios, porches and storage/laundry room) may be placed within a Unit. Subject to the provisions of Section 16.2 hereof, a mobile home located within a Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by (i) the individual Unit Owner (and members of his family and guests), (ii) an officer, director, stockholder or employee of such corporation (and members of his family and guests), (iii) a partner or employee of such partnership (and members of his family and guests), (iv) the fiduciary or beneficiary of such fiduciary (and the members of his family and guests), or (v) permitted occupants under a lease or sublease of the Unit (as described below), as the case may be. Occupants of a leased or subleased Unit must be (i) an individual lessee or sublessee (and members of his family and guests), (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee (and members of his family and guests), (iii) a partner or employee of a partnership lessee or sublessee (and members of



his family and guests), or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee (and members of his family and guests). Under no circumstances may more than one family permanently reside in a mobile home at one time. Subject to the other provisions of this Section 16, "members of his family" or words of similar import whenever used herein shall be deemed to mean spouse, parents, parents-in-law, brothers, sisters, children and grandchildren. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section 16.1 shall not be applicable to mobile homes used by the Developer for sales offices or management services, or for display purposes, or for transient housing for prospective customers of Developer.

- 16.2 Age Requirements. To the extent it is lawful, no person under the age of eighteen (18) years may permanently reside on the condominium property. Unit Owners may have guests including guests under the age of eighteen (18), visit with them, but no guest may remain for more than four (4) weeks in any one year. All guests remaining overnight must register in the offices of the Association.
- 16.3 Animals. Animals are prohibited except that Owners of the following Units may keep domestic pets (dogs, cats or birds):  
Units 1409 through 1419, 1729 through 1736, 1768, 1737 through 1744, and 1364 through 1408.
- 16.4 Use Of Common Elements. The common elements shall be used only for furnishing services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 16.5 Nuisances. No nuisances shall be allowed on the condominium property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants or which interferes with the peaceful possession or proper use of the condominium property by residents or occupants.
- 16.6 No Improper Uses. No immoral, improper, hazardous offensive or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances and regulations thereof shall be observed. Violations of laws, order, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the condominium property, shall be complied with by, and at the sole expense of, the party obligated to maintain or repair such portion of the condominium property, as elsewhere herein set forth.
- 16.7 No Transients. Except with the prior approval of the Board of Directors of the Association or its designated agent, no portion of a Unit or mobile home (other than an entire Unit or mobile home) may be rented, and no transient tenants (occupying for 30 days or less) may

be accommodated therein. (Occupants of mobile homes owned by or leased to the Developer shall not be considered "transient tenants" regardless of the duration of their occupancy).

- 16.8 Certain Improvements. No fences, or other structures or improvements shall be erected within a Unit or on the common elements without the prior written approval of the Board of Directors of the Association, and, to the extent required, of the Architectural Committee. All such work shall be supervised by the Board of Directors or its designated agent.
- 16.9 Automobile Parking. Each Unit includes paved parking sufficient for two (2) automobiles. Only automobiles and recreational vehicles may be parked in said parking areas unless approved by the Board of Directors of the Association. Vehicles may not be parked in any other place within a Unit.
17. Selling, Leasing and Mortgaging of Units. Each Unit Owner shall, within thirty (30) days after he purchases or mortgages his Unit, furnish to the Board of Directors a photocopy of the recorded deed or mortgage. Each Unit Owner, upon written notice to the Association, may rent or sell his Unit without restrictions, provided, however, that any such lease shall be for a term of not less than five (5) months and that the occupancy thereof by the tenant shall be subject to the terms and conditions of this Declaration, the By-Laws and Rules and Regulations of the Association. The Unit Owner shall furnish to the Board of Directors a photocopy of the lease within fifteen (15) days after execution thereof. None of the leasing restrictions in this Declaration shall apply to leases of Developer-owned Units.
18. Approval of Mobile Homes. No mobile homes not constructed and anchored by the Developer may be anchored within a Unit without the prior approval of the Board of Directors, and, to the extent required, by the Architectural Committee. The Board shall grant such approval only if it finds that the exterior appearance, size, length and width of the mobile home is compatible with the types of mobile homes in the Condominium. Approval may also be conditioned upon the mobile homes being placed within the Unit in conformity with reasonable set-back requirements adopted by the Board. The Board shall approve or disapprove the mobile home within fifteen (15) days after the Owner thereof has furnished to the Board the information that the Board requests in connection with the making of a determination. In the event the mobile home is not approved or disapproved within the said period of time, then it shall be deemed to have been approved. Notwithstanding anything to the contrary herein contained, the right of approval or disapproval described in this Section shall be exercised by the Developer for so long as the Developer owns any Units.
19. Compliance and Default. Each Unit Owner and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all Exhibits annexed hereto, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to

time. The Association and Unit Owners shall be entitled to the following relief in addition to the remedies provided by the Act:

- 19.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that expense is not met by the proceeds of insurance carried by the Association.
- 19.2 Maintenance. In the event a Unit Owner fails to maintain his Unit in the manner herein required, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance; or the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner in compliance herewith, and payment of such assessment shall be secured by payment of the lien of the Association provided for in Section 13 hereof. In addition, the Association shall have the right, itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions.
- 19.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the Exhibits annexed hereto, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees) as may be awarded by the court.
- 19.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Exhibits annexed hereto, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their rights to do so thereafter.
20. Termination of Condominium. The Condominium shall continue until such time as withdrawal of the condominium property from the provisions of the Act is legally authorized by a vote of Owners of at least 80% of the Units and the First Mortgagee which owns at that time unit mortgages securing a greater aggregate indebtedness (but not less than 10% of the total aggregate indebtedness of all Units) than is owed to any other First Mortgagee (Developer will not vote the Units owned by it for such withdrawal unless the Owners of at least 80% of all other Units so elect for such withdrawal, at which time Developer may choose to vote either in favor of or against withdrawal from condominium ownership, as it sees fit).

In the event such legal withdrawal is authorized as aforesaid, the condominium property shall be subject to an action for partition by any Unit Owner or lienor

as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interest in the common elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens on his Unit in the order of their property. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. This section may not be amended without the consent of all First Mortgagees.

21. The Declaration of Covenants. Nothing herein shall be deemed to supercede or to negate the provisions of the Declaration of Covenants, nor to limit the rights and duties of the Homeowners' Association or the Architectural Committee. Such provisions, rights and duties shall be read as cumulative with the provisions of this Declaration, provided that in the event of a direct conflict as to any specific provisions of the Declaration of Covenants and this Declaration, the provisions of this Declaration shall be subject and subordinate to the conflicting provisions of the Declaration of Covenants.
22. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land (subject, however, to applicable provisions respecting their amendment) and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the Owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles, By-Laws and Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration, and the Articles, By-Laws and Rules and Regulations of the Association, are adopted and ratified by such Unit Owner, tenant or occupant.
23. Additional Provisions.
  - 23.1 Notices. All notices required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent by first class mail to the condominium address of such Unit Owner or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by certified

mail (return receipt requested) to their respective addresses, as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

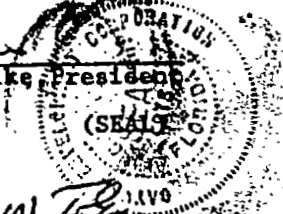
- 23.2 Title Subject to. The condominium property is submitted to condominium ownership subject to (i) taxes and assessments for the year in which this Declaration is recorded and thereafter; (ii) conditions, limitations, restrictions, reservations, easements and utility agreements of record; (iii) existing zoning ordinances; (iv) rights of persons in possession of Units under leases thereof given by the Developer; and (v) the Declaration of Covenants.
- 23.3 Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits annexed hereto which under the Act are required to be part of the Declaration.
- 23.4 Signature of President and Secretary. Wherever the signature of the president of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 23.5 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 23.6 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof.
- 23.7 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 23.8 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) shall be deemed to have ratified all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and agreed that such provisions are fair and reasonable in all material respects.
- 23.9 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

23.10 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be hereto affixed this 4<sup>th</sup> day of October, 1979.

CAYMAN DEVELOPMENT CORPORATION

BY: H.A. Thielke  
H.A. Thielke, President



ATTEST: Larry W. Toler  
Larry W. Toler, Asst. Secretary

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing Declaration of Condominium was acknowledged before me this 4<sup>th</sup> day of October, 1979, by H.A. THIELKE as President and LARRY W. TOLER as Assistant Secretary, respectively, of CAYMAN DEVELOPMENT CORPORATION, a Florida corporation, on behalf of said corporation.

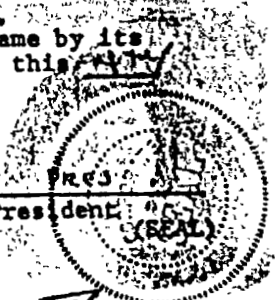
Larry W. Toler  
Notary Public  
My commission expires

NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION EXPIRES FEB 23 1981  
STATE OF FLORIDA

BANBURY VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, BANBURY VILLAGE ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 4<sup>th</sup> day of October, 1979.

BY: H.A. Thielke  
H.A. THIELKE, President



ATTEST: Larry W. Toler  
LARRY W. TOLER, Assistant Secretary

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing joinder was acknowledge before me this 4<sup>th</sup> day of October, 1979, by H.A. THIELKE and LARRY W. TOLER, respectively, as President and Assistant Secretary of OAK GROVE VILLAGE ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation.

*[Signature]*  
Notary Public  
My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEBRUARY 1982  
BONDED thru GENERAL REG. UNDERWRITERS

THIS INSTRUMENT WAS PREPARED BY:  
PAUL F. BISHAN  
ATTORNEY AT LAW  
P. O. BOX 830  
WINTER PARK, FLA 32790





3034 1442

- 2.5 "By-Laws" mean the By-Laws of the Association.
- 2.6 "Common elements" shall mean and include:
- (a) The portions of the condominium property which are not included within the Units.
  - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the common elements.
  - (c) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the common elements.
  - (d) Any other parts of the condominium property designated as common elements in the Declaration.
- 2.7 "Common expenses" mean all expenses and assessments properly incurred by the Association for the Condominium, including, but not limited to, all sums due the Overall Association from Unit Owners if to be collected and paid on behalf of Unit Owners by the Association.
- 2.8 "Common surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
- 2.9 "Condominium parcel" means a Unit together with the undivided share in the common elements which is appurtenant to said Unit; and when the context permits, the term includes all of the appurtenances to the Unit.
- 2.10 "Condominium property" means the Land and personal property that are subjected to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.11 "County" means the County of Orange, State of Florida.
- 2.12 "Declaration" or Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.13 "First Mortgagee" means any owner and holder of a first mortgage on a Unit or Units.
- 2.14 "Mobile Home" means and includes an independent mobile home which is installed upon a Unit.
- 2.15 "Homeowners' Association" means the Zellwood Station Community Association, Inc., a Florida corporation not for profit.
- 2.16 "Declaration of Covenants" means the Declaration of Covenants, Restrictions and Easements, dated July 25, 1979 and recorded in Official Records Book 3034 Page 1442 of the Public Records of the County.
- 2.17 "Unit" means a part of the condominium property which is subject to exclusive ownership.

2.18 "Unit Owner" or "Owner of a Unit" means the Owner of a condominium parcel.

3. Description of Condominium.

3.1 Identification of Units. The condominium property contains (see "Description of the Condominiums" in Part I) Units. Each Unit is identified by a separate numerical designation as set forth on the survey-plot plan annexed hereto as Exhibit "2", which also includes a survey of the Land and a graphic description of the improvements thereon, if any. Said Exhibit "2", together with this Declaration, are sufficient in detail to identify the common elements and each unit and their relative locations and approximate dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the common elements and common expenses; (b) the exclusive right to use the portion of the common elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically; and (d) other appurtenances as may be provided in this Declaration. The original survey-plot plan is recorded in Condo. Exhibit Book 4, Pages 106 and 107.

3.2 Unit Boundaries. A Unit shall consist of the area or space having the exterior or perimetrical boundaries prescribed upon the aforesaid survey plot plan, including that portion of the Land within said boundaries and all improvements thereon, which may include sodding and landscaping, concrete patio, anchoring equipment and facilities and concrete-topped parking areas. Mobile Homes now or hereafter installed upon a Unit are not a part of the condominium property, nor are they a part of the Units within which they are located. Unless otherwise expressly provided, a conveyance or mortgage of a Unit does not transfer title to or encumber any Mobile Home which may be located within said Unit.

3.3 Easements. The following easements are hereby reserved (these are in addition to any easements created under the Act):

(a) Utility and Other Services; Drainage. Easements are reserved under, through and over the condominium property as may be required from time to time for the installation and maintenance of utility and other services (including, but not limited to, CATV services) and drainage which may now or in the future be installed by the Developer and others in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the utility and other services using these easements. The firm which provides the particular utility or other service shall have a right of access to each unit and the common elements to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility and other service facilities and common elements contained in the Unit or elsewhere in the condominium property and to remove any improvements or structures interfering with or impairing the utility or other service easements herein reserved; provided such right of access shall not

unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice.

- (b) **Encroachments.** If (a) any portion of the common elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the common elements; or (c) any encroachment shall hereafter occur as a result of any alteration or repair to the common elements made by or with the consent of the Association or any repair or restoration of any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the common elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.
- (c) **Ingress and Egress.** An easement in favor of each Unit Owner and resident, their permitted guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the common elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes.
- (d) **Construction; Maintenance.** The Developer, and the Homeowners' Association and the Architectural Committee (consistent with the provisions of the Declaration of Covenants), including their designees, successors and assigns, shall have the right, in their sole discretion, from time to time to enter the condominium property for the purpose of completing the construction thereof, and for repair, replacement, maintenance and enforcement purposes where the Association fails to do so, provided same does not prevent or unreasonably interfere with the use or enjoyment of the Unit Owners of the condominium property.
- (e) **Sales Activity.** For as long as there are any unsold Units, the Developer, its successors and assigns, shall have the right without charge (i) to use any such Units and suitable portions of the common elements for the display of mobile homes in connection with the Developer's program of selling and renting mobile homes; (ii) to use as sales, construction, administrative or other offices any unsold Unit and suitable portions of the common elements (including any recreation buildings); and (iii) to do any and all other things necessary or appropriate in connection with the selling or renting of Units and mobile homes, including without limitation, the posting of signs upon the condominium property; provided, however, that such activities shall be carried on in a manner which will not unreasonably interfere with the enjoyment of the condominium property by the Unit Owners.

(f) Additional Easements. The Developer and the Association, and the Homeowners' Association, each shall have the right to grant such additional electric, gas, or other utility or service easements or to relocate any existing utility or service easements in any portion of the condominium property, and to grant access easements or relocate any existing access easements in any portion of the condominium property, as the Developer or any such Association shall deem necessary or desirable for the proper operation and maintenance of the condominium property, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or the Declaration of Covenants, provided that such easements, or the relocation of existing easements, will not unreasonably interfere with the use of the Units for dwelling purposes.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the common elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the common elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The share in the common elements appurtenant to Units shall remain undivided, and no action for partition of the common elements, the condominium property, or any part thereof, shall lie, except as provided in provisions hereof relating to termination of the condominium.
5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.
  - 5.1 Percentage Ownership and Shares. The interest in the common elements and common surplus and the share of the common expenses appurtenant to each Unit shall be a fraction in which the numerator is 1 and the denominator is the total number of Units in the Condominium.
  - 5.2 Voting. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association.
6. Amendment of the Declaration. Except as elsewhere provided, this Declaration may be amended as follows:
  - 6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than 25% of the members of the Association. Directors and members present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, approvals must be by affirmative vote of:
    - (a) Unit Owners owning not less than a majority of the Units and by not less than 66 2/3% of the Board of Directors of the Association; or

- (b) Unit Owners owning not less than 80% of the Units; or
  - (c) Not less than a majority of the Board of Directors in the case of amendments of the section entitled "Insurance" that are reasonably required by insurers or Institutional First Mortgagees.
- 6.2 By The Developer. The Developer, during the time it owns any Units may amend the Declaration and the Articles of Incorporation and the By-Laws to correct an omission or error, or for any other purpose, except that this procedure for amendment cannot be used if such an amendment would materially adversely affect substantial rights of Unit Owners, unless the affected Unit Owners consent in writing.
- 6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments by the Developer must be evidenced in writing, but a certificate of the Association is not required. An amendment of the Declaration is effective when properly recorded in the public records of the County.
- 6.4 Proviso. Unless otherwise provided in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion by which the Owner of a Unit shares the common expenses and owns the common surplus, unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. Neither shall an amendment make any change in the section entitled "Insurance", unless all First Mortgagees whose mortgages are of record shall join in the amendment.
7. Maintenance and Repairs.
- 7.1 Units. All maintenance, repairs and replacements in or to any Unit, including, without limitation, maintenance, repair and replacement of lawn and landscaping (except for grass cutting which will be performed by the Association), concrete patio, utility hook-ups, anchoring facilities and parking spaces, within a Unit, and all maintenance, repairs and replacements of all pipes, conduits, lines, cables, wires, equipment, apparatus and all other personal property located within the property lines of a Unit and forming part of the water and sewage system and master television antenna system shall be performed by qualified personnel at the Unit Owner's sole cost and expense. All Unit Owners shall maintain their Units in a manner consistent with this Declaration and the Rules and Regulations of the Association. If a Unit Owner neglects to maintain and repair his Unit in accordance with standards adopted from time to time by the Association, and such default continues for thirty

(30) days after notice thereof, the Association shall have the right to perform such maintenance and repair and the cost thereof, together with interest and costs of collection, shall be charged to said Unit Owner and secured by a lien upon his or her Unit.

- 7.2 Common Elements. Except as provided above, all maintenance, repairs and replacements in or to the common elements shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a common expense, except to the extent same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such cost and expense shall be paid by such Unit Owner.
8. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the common elements, or any of them, shall require additions, alterations, or improvements costing in excess of \$10,000 in the aggregate in any calendar year, and the making of such additions, alterations or improvements shall have been approved by (i) a majority of the Unit Owners present and voting at a meeting at which a quorum is present, and (ii) the First Mortgagee which owns at that time unit mortgages securing a greater aggregate indebtedness (but not less than 10% of the total aggregate indebtedness of all Units) than is owed to any other First Mortgagee, the Association shall proceed with such additions, alterations or improvements. Any additions, alterations or improvements to such common elements, or any of them, costing in the aggregate \$10,000 or less in a calendar year may be made by the Association without approval of the Unit Owners or any First Mortgagee. The cost and expense of any such additions, alterations, or improvements to such common elements shall constitute a part of the common expenses and shall be assessed to the Unit Owners as common expenses.
9. Additions, Alterations or Improvements by Unit Owners.
- 9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to his Unit, nor may any Unit Owner install any electrical wiring or machinery (other than air conditioning units) which protrude beyond the walls or roof of his mobile home, without the prior written consent thereto of the Board of Directors, and, to the extent required, of the Architectural Committee. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed addition, alteration, improvement or installation in such Unit Owner's Unit within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent to the proposed addition, alteration or improvement. All additions, alterations, improvements and installations by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. A Unit Owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom.

10. Changes in Developer-Owned Units. Developer shall have the right, without the vote or consent of the Association to change the number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; and reapportion among the Developer-owned Units affected by such change in size or number pursuant to the preceding clause, their appurtenant interest in the common elements and share of the common expenses; provided, however, that the percentage interest in the common elements of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. The provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.
11. Operation of the Condominium by the Association; Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectively, Exhibits "3" and "4" annexed hereto) as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including without limitation:
- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to any other Unit or Units, or to determine and enforce compliance with the terms and provisions of this Declaration, the Exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time.
  - (b) The power to make and collect assessments and other charges against Unit Owners and to lease, maintain, repair and replace the common elements.
  - (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.
  - (d) The power to enter into contracts with others, for a valuable consideration, for maintenance and management of the condominium property and in connection therewith to delegate the powers and rights herein contained, including, without limitation, the making and collecting of assessments and other charges against Unit Owners, and perfecting liens for non-payment thereof. In exercising this power, the Association may contact with affiliates of the Developer.
  - (e) Subsequent to the recording of this Declaration, the Association, when authorized by the majority of the total votes of the members of the Association and approved by the First Mortgagee which owns at that time unit mortgages securing a greater aggregate indebtedness (but not less than 10% of the total aggregate in-

debtedness of all Units) than is owed to any other First Mortgagee, shall have the power to acquire and enter into agreements for the acquisition of leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the condominium property, intended to provide for the use or benefit of the Unit Owners. The expense of ownership, rental, membership fees, operations, replacements, and other undertakings in connection therewith shall be common expenses.

- (f) The powers to adopt and amend rules and regulations covering the details of the operation and use of the condominium property.

In the event of conflict between the powers and duties of the Association as set forth in the Overall Declaration, the Declaration, Articles of Incorporation and By-Laws, the Overall Declaration shall take precedence over the Declaration; the Declaration over the Articles of Incorporation and By-Laws, and the Articles of Incorporation over the By-Laws.

- 11.1 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property.
- 11.2 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 11.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that Owner if in an Association meeting, unless the joinder of record Owners is specifically required by this Declaration.
12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of assessments payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration, the Articles and the By-Laws of the Association. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The common expenses shall include the expenses of the operation, maintenance, repair and replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expenses designated as common expenses by the Act, this Declaration, the Articles or By-Laws of the Association.



13. Collection of Assessments.

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by the abandonment of the Unit against which the assessments are made.

13.2 Default in Payment of Assessments for Common Expenses. Assessments and installments on them not paid within ten (10) days from the date when they are due shall bear interest at the rate of ten (10%) per cent per annum from the due date until paid. The Association has a lien on each condominium parcel for any unpaid assessments on such parcel, with interest, and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of the County, stating the description of the condominium parcel, the name of the record Owner, the amount due and the due date. The lien is in effect until all sums secured by it have been fully paid or until barred by law. The claim of lien includes only assessments which are due when the claim is recorded. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

13.3 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of the lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

- 13.4 Appointment of receiver to collect rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.
- 13.5 First Mortgage. In the event a First Mortgagee shall obtain title to the Unit as a result of foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure, such First Mortgagee, its successors and assigns, shall not be liable for the share of common expenses or assessments or other charges made by the Association pertaining to such Condominium parcel or chargeable to the former Unit Owner of such Condominium parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu, unless such share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments or other charges shall be deemed to be common expenses collectible from all of the Unit Owners including such acquirer, its successors and assigns.
- 13.6 Developer's Liability for Assessments. The Developer shall be excused from the payment of its share of the common expenses with respect to Units it owns during the period of time that it shall guarantee to each purchaser in the purchase contract that the assessment for common expenses of the Condominium imposed upon the Unit Owner would not increase over a stated dollar amount and shall have obligated itself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level from other Unit Owners.
- 13.7 Possession of Unit. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage of record (or deed in lieu thereof), including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the common elements until such time as all unpaid assessments and other charges due and owing by the former Owner have been paid as provided herein.
- 13.8 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit.
14. Insurance. Insurance covering the Condominium shall be governed by the following provisions:
- 14.1 Purchase, Custody and Payment of Policies.
- (a) Purchase. All insurance policies covering the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida and with an office or agent located in the County.

- (b) Named Insured. The named insured shall be the Association individually and, as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them.
- (c) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Association, and all policies and endorsements on them shall be deposited with the Association.
- (d) Copies to Mortgagees. One copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the Association to each First Mortgagee included in the mortgagee roster who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall first occur.
- (e) Personal Property and Liability. Unit Owners may obtain insurance coverage at their own expense and at their own discretion upon their mobile homes and other personal property and for their personal liability and living expenses and for Flood damage.

14.2 Coverage. The Association shall maintain insurance covering the following:

- (a) Casualty. All buildings, together with all service machinery contained therein which are part of the common elements, shall be insured in an amount not less than 100% of the replacement value thereof (less reasonable deductible limits approved by the Board), excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:
  - (i) Loss or Damage by Fire and other hazards covered by a standard extended coverage endorsement; and
  - (ii) Such Other Risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the condominium property or adjoining driveways and walkways, or any work, matters or things related to the condominium property or this Declaration and its Exhibits, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$500,000 for each accident or occurrence, \$250,000 per person

and \$100,00 property damage, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner and vice versa.

- (c) Workmen's Compensation and other mandatory insurance, when applicable.
- (d) Machinery Insurance.
- (e) Fidelity Insurance covering all officers and employees of the Association and managing agent who handle Association funds.
- (f) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more Unit Owners.

14.3 Additional Provisions. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or other insurance or of invalidity arising from any acts of the insured and of pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all First Mortgagees at least ten (10) days prior to the expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the building (exclusive of foundation), without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

14.4 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of a Unit or its appurtenances or of the common elements by particular Unit Owners shall be assessed against and paid by such Owners.

14.5 Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

- 14.6 Unit Owner Personal Coverage. The insurance purchased by Association shall not cover claims against an Owner due to accidents occurring within his Condominium Unit or mobile home nor does it cover casualty or theft loss to the contents of an Owner's Unit or mobile home or flood damage. It shall be the obligation of the individual Unit Owner to purchase and pay for insurance as to all such risks.
- 14.7 Benefit of Mortgagees and Seller. Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of Condominium Units. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.
15. Reconstruction or Repair After Fire or Other Casualty.
- 15.1 Reconstruct or Repair. In the event of damage to or destruction of the Condominium property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of such property, and shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Whenever in this Section the words "promptly repair" are used, it shall mean repairs are to begin not more than sixty (60) days from the date of the Board of Directors notifies the Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work and not more than ninety (90) days after the Board of Directors notifies the Unit Owners that such proceeds of insurance are insufficient to pay said estimated costs of such work.
- 15.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association.
- 15.3 Estimate of Costs. The Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- 15.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of repair to their respective Units. Such assessments on account of damage to common elements shall be in proportion to the Owner's share in the common elements.
- 15.5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against Unit Owners,

shall be disbursed in payment of such costs in the following manner: The Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

15.6 Benefit of Mortgagees and Seller. Certain provisions in this Section 15 are for the benefit of mortgagees of Units. All of said provisions are covenants for the benefit of any mortgagees of a Unit and may be enforced by any of them.

16. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the condominium property and for the protection of the values of the Units, the use of the condominium property shall be restricted to and shall be in accordance with the following provisions:

16.1 Occupancy. No structures other than a double or triple wide mobile home (including connected car port, patios, porches and storage/laundry room) may be placed within a Unit. Subject to the provisions of Section 16.2 hereof, a mobile home located within a Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by (i) the individual Unit Owner (and members of his family and guests), (ii) an officer, director, stockholder or employee of such corporation (and members of his family and guests), (iii) a partner or employee of such partnership (and members of his family and guests), (iv) the fiduciary or beneficiary of such fiduciary (and the members of his family and guests), or (v) permitted occupants under a lease or sublease of the Unit (as described below), as the case may be. Occupants of a leased or subleased Unit must be (i) an individual lessee or sublessee (and members of his family and guests), (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee (and members of his family and guests), (iii) a partner or employee of a partnership lessee or sublessee (and members of his family and guests), or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee (and members of his family and guests). Under no circumstances may more than one family permanently reside in a mobile home at one time. Subject to the other provisions of this Section 16, "members of his family" or words of similar import whenever used herein shall be deemed to mean spouse, parents, parents-in-law, brothers, sisters, children and grandchildren. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section 16.1 shall not be applicable to mobile homes used by the Developer for sales offices or management services, or for display purposes, or for transient housing for prospective customers of Developer.

- 16.2 **Age Requirements.** To the extent it is lawful, no person under the age of eighteen (18) years may permanently reside on the condominium property. Unit Owners may have guests including guests under the age of eighteen (18), visit with them, but no guest may remain for more than four (4) weeks in any one year. All guests remaining overnight must register in the offices of the Association.
- 16.3 **Animals.** Animals are prohibited except that Owners of the following Units may keep domestic pets (dogs, cats or birds): 1 through 12 inclusive, 110 through 133 inclusive. In no event may the Owner(s) of a Unit keep more than 2 such pets. A Unit Owner shall not permit his or her pet to be a nuisance to other residents and shall keep it leashed whenever outside.
- 16.4 **Use Of Common Elements.** The common elements shall be used only for furnishing services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 16.5 **Nuisances.** No nuisances shall be allowed on the condominium property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants or which interferes with the peaceful possession or proper use of the condominium property by residents or occupants.
- 16.6 **No Improper Uses.** No immoral, improper, hazardous, offensive or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances and regulations thereof shall be observed. Violations of laws, order, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the condominium property, shall be complied with by, and at the sole expense of, the party obligated to maintain or repair such portion of the condominium property as elsewhere herein set forth.
- 16.7 **No Transients.** Except with the prior approval of the Board of Directors of the Association or its designated agent, no portion of a Unit or mobile home (other than an entire Unit or mobile home) may be rented, and no transient tenants (occupying for 30 days or less) may be accommodated therein. (Occupants of mobile homes owned by or leased to the Developer shall not be considered "transient tenants" regardless of the duration of their occupancy).
- 16.8 **Certain Improvements.** No fences, or other structures or improvements shall be erected within a Unit or on the common elements without the prior written approval of the Board of Directors of the Association, and, to the extent required, of the Architectural Committee. All such work shall be supervised by the Board of Directors or its designated agent.
- 16.9 **Automobile Parking.** Each Unit includes paved parking sufficient for two (2) automobiles. Only automobiles and recreational vehicles may be parked in said parking areas unless approved by the Board of Directors of the Association. Vehicles may not be parked in any other place within a Unit.

17. Selling, Leasing and Mortgaging of Units. Each Unit Owner shall, within thirty (30) days after he purchases or mortgages his Unit, furnish to the Board of Directors a photocopy of the recorded deed or mortgage. Each Unit Owner, upon written notice to the Association, may rent or sell his Unit without restrictions, provided, however, that any such lease shall be for a term of not less than five (5) months and that the occupancy thereof by the tenant shall be subject to the terms and conditions of this Declaration, the By-Laws and Rules and Regulations of the Association. The Unit Owner shall furnish to the Board of Directors a photocopy of the lease within fifteen (15) days after execution thereof. None of the leasing restrictions in this Declaration shall apply to leases of Developer-owned Units.
18. Approval of Mobile Homes. No mobile homes not constructed and anchored by the Developer may be anchored within a Unit without the prior approval of the Board of Directors, and, to the extent required, by the Architectural Committee. The Board shall grant such approval only if it finds that the exterior appearance, size, length and width of the mobile home is compatible with the types of mobile homes in the Condominium. Approval may also be conditioned upon the mobile homes being placed within the Unit in conformity with reasonable set-back requirements adopted by the Board. The Board shall approve or disapprove the mobile home within fifteen (15) days after the Owner thereof has furnished to the Board the information that the Board requests in connection with the making of a determination. In the event the mobile home is not approved or disapproved within the said period of time, then it shall be deemed to have been approved. Notwithstanding anything to the contrary herein contained, the right of approval or disapproval described in this Section shall be exercised by the Developer for so long as the Developer owns any Units.
19. Compliance and Default. Each Unit Owner and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all Exhibits annexed hereto, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association and Unit Owners shall be entitled to the following relief in addition to the remedies provided by the Act:
- 19.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that expense is not met by the proceeds of insurance carried by the Association.
- 19.2 Maintenance. In the event a Unit Owner fails to maintain his Unit in the manner herein required, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance; or the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner in compliance herewith, and payment of such assessment shall be secured by payment of the lien of the Association provided for in Section 13 hereof. In addition, the Association shall have the right, for itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions.



- 19.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the Exhibits annexed hereto, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees) as may be awarded by the court.
- 19.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Exhibits annexed hereto, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their rights to do so thereafter.
20. Termination of Condominium. The Condominium shall continue until such time as withdrawal of the condominium property from the provisions of the Act is legally authorized by a vote of Owners of at least 80% of the Units and the First Mortgagee which owns at that time unit mortgages securing a greater aggregate indebtedness (but not less than 10% of the total aggregate indebtedness of all Units) than is owed to any other First Mortgagee (Developer will not vote the Units owned by it for such withdrawal unless the Owners of at least 60% of all other Units so elect for such withdrawal, at which time Developer may choose to vote either in favor of or against withdrawal from condominium ownership, as it sees fit).
- In the event such legal withdrawal is authorized as aforesaid, the condominium property shall be subject to an action for partition by any Unit Owner or Member as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interest in the common elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens on his Unit in the order of their priority. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. This section may not be amended without the consent of all First Mortgagees.
21. The Declaration of Covenants. Nothing herein shall be deemed to supercede or to negate the provisions of the Declaration of Covenants, nor to limit the rights and duties of the Homeowners' Association or the Architectural Committee. Such provisions, rights and duties shall be read as cumulative with the provisions of this Declaration, provided that in the event of a direct conflict as to any specific provisions of the Declaration of Covenants and this Declaration, the provisions of this Declaration shall be subject and subordinate to the conflicting provisions of the Declaration of Covenants.

22. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land (subject, however, to applicable provisions respecting their amendment) and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the Owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles, By-Laws and Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration, and the Articles, By-Laws and Rules and Regulations of the Association, are adopted and ratified by such Unit Owner, tenant or occupant.

23. Additional Provisions.

23.1 Notices. All notices required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent by first class mail to the condominium address of such Unit Owner or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by certified mail (return receipt requested) to their respective addresses, as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

23.2 Title Subject to. The condominium property is submitted to condominium ownership subject to (i) taxes and assessments for the year in which this Declaration is recorded and thereafter; (ii) conditions, limitations, restrictions, reservations, easements and utility agreements of record; (iii) existing zoning ordinances; (iv) rights of persons in possession of Units under leases thereof given by the Developer; and (v) the Declaration of Covenants.

23.3 Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits annexed hereto which under the Act are required to be part of the Declaration.

23.4 Signature of President and Secretary. Wherever the signature of the president of the Association is required hereunder, the signature of a vice-president may be substituted therefor and wherever the signature of the secretary of the Association is required hereunder, the signature of an assistant secretary may be

substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

23.5 **Governing Law.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

23.6 **Severability.** The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or work, or other provision of this Declaration, the Exhibits annexed hereto, or the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof.

23.7 **Waiver.** No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

23.8 **Ratification.** Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) shall be deemed to have ratified all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and agreed that such provisions are fair and reasonable in all material respects.

23.9 **Gender; Plurality.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

23.10 **Captions.** The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be hereto affixed this 23 day of July, 1979.

CAYMAN DEVELOPMENT CORPORATION

BY: Harvey A. Thielke  
President



ATTEST: Larry W. Toler  
Assistant Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Declaration of Condominium was acknowledged before me this 29 day of July, 1979, by Harvey A. Thielke and Larry W. Toler, as President and Assistant Secretary, respectively, of CAYMAN DEVELOPMENT CORPORATION, a Florida corporation, on behalf of said corporation.

Notary Public, State of Florida at large  
My Commission Expires April 10, 1981

Joseph Lee Carter III  
Notary Public, State of Florida at large  
My Commission Expires April 10, 1981

c.s. 3034 r1461

OAK GROVE VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, OAK GROVE VILLAGE CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 25 day of July, 1979.

BY: Harvey A. Thielke



ATTEST: Larry W. Toler  
Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing joinder was acknowledged before me this 25 day of July, 1979, by Harvey A. Thielke and Larry W. Toler, respectively, as President and Secretary of OAK GROVE VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation.

Frank P. Carter  
Notary Public  
My commission expires April 10, 1980

