

OR 2019 226

Regulations of the City of Orlando, or as approved by the City. Deed restrictions or covenants will be invoked as deemed necessary by the Owner. The Owner shall develop the subject property in substantial compliance with the Master Development Plan, and shall be granted the zoning necessary to implement the Master Development Plan, in keeping with the Master Concept Plan.

Should the Owner request changes in the approved Master Development Plan or Master Concept Plan, the request will be reviewed by the City as in any other case, with each requested change being considered on its merits.

3. The City agrees to provide such municipal services to the subject property as are from time to time required, and to demand only such charges therefor as are made to owners of other property within the balance of the City of Orlando.

4. With respect to the capital improvements which may be required to serve the subject property, both the City and the Owner agree to assume the respective responsibilities normally assumed by the City and the owners of properties in accordance with the policies of the City of Orlando. Specifically it is understood and agreed that:

(a) Subject to standard connection charges, water lines will be provided by the Orlando Utilities Commission based upon progressive development of the subject property, and fire hydrants will be installed by the City on dedicated rights-of-way. All fire hydrants installed on private roads and/or property shall be the responsibility of the Owner, both as to installation and annual service charges.

(b) Subject to standard connection charges, electric service is to be served by the Orlando Utilities Commission. Underground installation will be negotiated between the Owner and the Orlando Utilities Commission. Street lighting will be

installed by the City on dedicated rights-of-way. All lighting installed on private roads and/or property shall be the responsibility of the Owner, both as to installation and annual service charges.

(c) Sanitary Sewers:

The participation of the Owner and the City in cost of temporary facilities to be installed by the Owner is outlined below. These facilities are to be conveyed to the City by the Owner at the time of payment provided for in Subparagraph (5) below.

(1) A temporary lift station is to be built by the Owner approximately where shown on the "Area Map" of the report prepared by Dawkins & Associates, Inc., dated June, 1970.

(2) A temporary force main (pressure line) is to be built by the Owner from the temporary lift station to a manhole at Mercy Drive and Silver Star Road.

(3) The Owner will dedicate to the City required easements for the temporary lift station and pressure line.

(4) Such temporary facilities shall be built by the Owner according to plans and specifications approved by the City, and the construction contract shall be let only with the prior approval of the City, and shall be awarded on the basis of the lowest and best bid received in competitive bidding.

(5) Total construction costs for such temporary facilities are estimated to be \$80,000. The City will pay the Developer one-half of the cost (but no more than \$40,000.) of building such temporary

OR. 2010 7 230

facilities at the completion of construction and final acceptance thereof by the City.

(6) The City will pay the cost of any existing or required by the City in order to handle sewage from outside the subject property.

(7) The remaining cost of temporary facilities (but no more than \$40,000.) will be repaid to the Owner through credits against future sewer benefit fees and pollution control charges as connections are requested by the Owner.

When required to support the development of the subject property, the City shall install at its sole expense a permanent lift station and pressure lines upon elements to be specified by the City and dedicated by the Owner.

All other sewer lines upon or serving the subject property shall be constructed by the Owner at its expense in accordance with the applicable regulations of the City of Orlando.

Sewer benefit fees and pollution control charges will be charged to the Owner in accordance with Section 30.109 of the Code of the City of Orlando, as from time to time amended in the future for uniform application throughout the City.

The City shall be responsible to operate and maintain the temporary and permanent lift stations and pressure lines referred to above.

(d) The Owner will provide all necessary storm drainage facilities as required by the City Engineering Department. Said facilities will be subject to approval of Orange County with respect to its relation to the Orange County Primary Water Control System.

PLANNING 220

- (1) All storm flows must be in covered conduit.
- (2) Exchange shall be directed to Lake Wekiva, which is controlled by primary water level control facilities.
- (3) Floor and street elevations must not be less than those elevations established by the Orange County Water Advisory Board.
- (4) Any Orange County drainage assessments must be determined and paid before development on any given unit.
 - (a) The Owner will be responsible for the installation of all streets. Pavement widths shall be a minimum of thirty-six feet, with curb and gutter on all collector streets and a minimum of twenty-six feet with curb and gutter on all minor streets, as designated on the "Master Development Plan," dated December 2, 1970. All street construction shall be according to City specifications. All collector streets shall be dedicated to a minimum of seventy feet and all minor streets to a minimum of sixty feet, unless otherwise approved by the City.
 - (f) Sidewalks shall be installed by the Owner at his expense in accordance with City specifications as required by the Subdivision Regulations of the City of Orlando, promptly following completion of on-site improvements, with a minimum of five-foot wide concrete sidewalks in all business, commercial and residential areas.
 - (g) Utility easements for electric distribution and transmission, rear lot line and street light breakouts, water, sanitary sewer and storm sewer services and systems are to be provided by the Owner as deemed necessary by the Orlando Utilities Commission and the City Engineering Department.

(h) Street trees are to be planted by the owner at its expense in accordance with the Regulations of the City of Orlando after approval of the plan by the City Park Department.

(i) Street signs are to be installed by the owner at its expense in accordance with City specifications, or as approved by the City Traffic Engineer.

It is understood and agreed that, upon the construction by the Owner of any capital improvements required as above set forth, and to be dedicated for public use, and the acceptance thereof by the City, the City will thereafter assume the cost of maintenance of the same; provided that:

- (1) All such improvements shall be covered by a suitable bond conditioned to pay for any defects in such improvements which shall become apparent within one year after acceptance by the City.
- (2) The Owner shall be responsible to repair any damage to streets, storm drainage facilities, sanitary sewer lines, or other such improvements which is caused at any time by heavy trucks or equipment moving to or from areas of development within the subject property.

5. All "Community Area" designated on the Master Development Plan will be developed by the Owner and maintained by the Property Owners' association. No structures shall be built on such areas without the prior approval of the City, and in no event shall any structures or facilities be built thereon except for recreational purposes. If the Owner or the said property owners' association fail to maintain such Community Areas, the City shall have the right to demand and to receive a dedication of such lands as public parks, whereupon the City shall be obligated to maintain the same. A minimum twenty-acre school

CR 2019 # 281

shall be conveyed by the Owner for sale to the City of Orlando, Florida, for the purpose of public instruction at the undeveloped land east of the intersection of the subject property, the Owner shall convey to the City without cost and in fee simple absolute a 250-foot-square site for location of a bus station. Such site shall be located northeast of Lake Nona and a dedicated right of way.

6. Anything herein contained to the contrary notwithstanding, the City shall not be obligated hereby to furnish any right-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property or other capital improvements provided, that the City shall not be precluded hereby from participating in the cost of streets or roads, storm drainage, or other such projects on such basis as may from time to time appear to the City Council to be in the best interest of the City.

7. Nothing herein contained shall be construed as limiting the right of the Owner to petition for the installation of municipal improvements under Chapter 8 of the City Charter of the City of Orlando or under Chapter 170 of the Florida Statutes.

8. This Agreement shall be binding upon, and shall inure to the benefit of the successors or assigns of the parties, and shall run with the subject property and be binding upon any person, firm, or corporation who may become the successor in interest, directly or indirectly, to the subject property, or any part thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed all as of the date and year first above written.

CITY OF ORLANDO

By: [Signature]
Mayor

Approved as to form 1/12/20
[Signature]
City Attorney



CASA DEL MAR CORPORATION

By: [Signature]



WITNESSES:

CR. 2019 PG 232

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, CARL T. LANGFORD and WILLIAM G. STEWART, well known to me and known by me to be the Mayor and City Clerk, respectively, of the City of Orlando, and acknowledged before me that they executed the aforesaid Agreement in behalf of the City of Orlando, as it's true act and deed, and that they were duly authorized so to do.

Deborah L. ..., A.D. 1970.
WITNESS my hand and official seal, this 17th day of

Sharon A. Channing
Notary Public


My Commission Expires: March 17, 1973

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, Sharon A. Channing and Deborah L. ..., well known to me and known by me to be the Mayor and City Clerk, respectively, of CASA DEL MAR CORPORATION, and acknowledged before me that they executed the aforesaid Agreement in behalf of CASA DEL MAR CORPORATION, as its true act and deed, and that they were duly authorized so to do.

Deborah L. ..., A.D. 1970.
WITNESS my hand and official seal, this 17th day of

Sharon A. Channing
Notary Public


My Commission Expires: March 17, 1973

FOR 2010 IS 200

"ROSENTHAL VILLAGE"
(Formerly Rose Ranch)

LEGAL DESCRIPTION

Parts of Sections 4, 5, 6 and 9, Township 22 South, Range 29 East, and part of Southeast 1/4 of Section 32, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Beginning at the East 1/4 corner of Section 9, Township 22 South, Range 29 East, proceed westerly along the East-West centerline of Section 9, North 89° 03' 59" East, 2940.75 feet; thence North 0° 28' 49" East, 1323.16 feet; thence North 89° 12' 34" West, 1319.16 feet to the West line of Section 8; thence northerly with said West line North 0° 12' 39" East, 1323.48 feet to the Northwest corner of said Section 8; thence Easterly with the North line of Section 9, South 89° 03' 02" East, 657.28 feet; thence Northerly into Section 5, North 0° 14' 36" East, 665.16 feet; thence South 89° 16' 43" East, 327.93 feet; thence South 0° 18' 08" East, 666.48 feet to the South line of Section 5; thence Southerly into Section 8, South 0° 03' 36" West, 660.40 feet; thence South 89° 07' 47" East, 653.44 feet; thence North 0° 02' 33" West, 659.50 feet to the North line of Section 8; thence Northerly into Section 5, North 0° 25' 02" West, 2007.03 feet; thence South 89° 43' 03" East, 989.62 feet to the East right-of-way line of long road; thence Northerly with said East right-of-way line North 3° 52' 05" East, 675.04 feet to the South line of the Northeast 1/4 of Section 5; thence Easterly with said South line North 0° 25' 56" East, 1219.93 feet; thence North 1° 00' 47" West, 2691.24 feet to the north line of Section 5; said North line also being the North line of Township 22 South; thence Northerly into Section 32, Township 21 South, Range 29 East, North 0° 55' 06" East, 237.25 feet to the West right-of-way line of U.S. Highway No. 441; thence Southerly with said right-of-way line South 57° 13' 37" East, 446.29 feet to the aforementioned North line of Section 5, Township 22 South, Range 29 East; thence continue Southerly with said right-of-way line into Section 5, South 57° 13' 37" East, 134.43 feet to the point of curvature of an 11,324.20 foot radius right-of-way curve to the right; thence Southerly along the arc of said curve, through a central angle of 2° 44' 04" and a distance of 540.93 feet to a point; thence South 35° 30' 27" West, 15.00 feet to the point of curvature of an 11,319.20 foot radius right-of-way curve to the right; thence southerly along the arc of said curve, through a central angle of 1° 33' 55", a distance of 369.29 feet to the point of tangency of said right-of-way curve; thence southerly along said right-of-way and into Section 4, South 52° 55' 37" East, 366.89 feet; thence North 37° 04' 23" East, 4.00 feet; thence South 52° 55' 37" East, 879.30 feet to the point of curvature of a 5593.65 foot radius right-of-way curve to the right; thence Southeasterly along the arc of said curve through a central angle of 4° 18' 30", a distance of 420.61 feet to a point; thence North 41° 22' 53" East, 1.60 feet to the point of curvature of a 5593.65 foot radius right-of-way curve to the right; thence southerly along the arc of said curve through a central

EXHIBIT NO. 1

10-22-1917

curve of $11^{\circ} 03' 00''$ a distance of 1078.93 feet to a point; thence North $52^{\circ} 25' 53''$ East, 10.03 feet to the point of curvature of a 564.65 foot radius right-of-way curve to the right; thence Southeastery along the arc of said curve through a central angle of $2^{\circ} 36' 35''$, a distance of 23.22 feet; thence westerly from said U.S. Highway 111 right-of-way South $49^{\circ} 10' 06''$ West, 124.10 feet to a point on the North line of the Southeast $1/4$ of Section 9; thence westerly with said North line South $89^{\circ} 59' 25''$ East, 627.13 feet to a point; thence South $1^{\circ} 21' 48''$ West, 2764.34 feet to a point on the North line of Section 9; thence continue southerly into Section 8, South $0^{\circ} 01' 21''$ West, 1236.77 feet to a point; thence South $33^{\circ} 59' 23''$ West, 1329.77 feet to the West line of Section 9; thence southerly with said West line South $0^{\circ} 13' 21''$ West, 799.77 feet to the point of beginning of this description. CONTAINS 749.91 acres more or less.

ALSO: Begin at the Northeast corner of Southeast $1/4$ of the Northeast $1/4$ of Section 9, Township 22 South, Range 29 West, run thence South 331.2 feet for the point of beginning; thence West 84.1 feet, run thence Southeastery 987.65 feet to a point 212.7 feet West of the Southeast corner of the said Southeast $1/4$ of the Northeast $1/4$; run thence West to said Southeast corner of the Southeast $1/4$; run of the Northeast $1/4$; run thence North to the point of beginning, CONTAINING 3.4 acres more or less. SUBJECT TO ALL 1/2 AND INTERESTS OF RECORD.

TOTAL ACRES: 753.31 acres more or less.

RECORDED & INDEXED

James S. [unclear] Clerk of
Circuit Court, Orange Co., Fla.

NOTE:

For the Plat of " ROSEMONT, SECTION ONE" as per plat thereof, as recorded in Plat Book "4", Page 19, Public Records of Orange County, Florida, see page 2 of this abstract.

---Abstracter---

507146 **ORLANDO** MAY 1 2 35 PM '72 1012 1021
102215 083

THIS INSTRUMENT WAS PREPARED BY:
GURNEY, GURNEY & HANDLEY, P.A., Attorneys at Law

BY J. THOMAS GURNEY
201 N. MAGNOLIA AVE. P. O. BOX 1273
ORLANDO, FLORIDA 32802

E A S E M E N T

THIS INDENTURE, Made and entered into this 28
day of April, 1972, by and between CASA DEL MAR
CORPORATION, a corporation existing under the laws of the State
of Florida, hereinafter called the Grantor, and the CITY OF
ORLANDO, a municipal corporation, and the ORLANDO UTILITIES
COMMISSION, of the City of Orlando, Florida, hereinafter designated
as the Grantees;

W I T N E S S E T H :

That for and in consideration of the sum of One Dollar
(\$1.00) and other valuable considerations in hand paid to the
Grantor by the Grantees, the receipt whereof is hereby acknowl-
edged, and in further consideration of certain expenditures
on the part of the Grantees in connection with the furnishing
of service to certain property owned or controlled by the Grantor,
said Grantor does hereby grant, bargain, sell, convey and warrant
to the Grantees, their respective successors, agents and assigns,
a right of way and easement in perpetuity, over and under the
land hereinafter described, with the right, privilege and authority
to said Grantees, their respective successors, agents and assigns,
lessees and tenants, to construct, erect, operate and maintain
a line or lines for the purpose of transmitting electric or
other power in, on, over, through, across or under the following
described land, situate in the County of Orange and State of
Florida, to-wit:

From the Southeast corner of the Southwest
1/4 of the Southwest 1/4 of Section 4, Town-
ship 27 South, Range 29 East, run North 01°
02' 32" East, a distance of 30.00 feet for

STATE OF FLORIDA
COUNTY OF ORANGE
PROPERTY TAX
1972-73
00.30

FLORIDA
DOCUMENTARY
SURTAX
00.55

DESCRIPTION APPROVED

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APPROVED AS TO FORM
OTHER THAN DESCRIPTION

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2215 68A

a point of beginning, thence continue North 01° 02' 32" East along the East line of the Southwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of said Section, 2734.34 feet, thence South 89° 42' 23" West a distance of 12.00 feet, thence, South 01° 02' 32" West a distance of 2734.34 feet, thence North 89° 42' 23" East a distance of 12.00 feet to the point of beginning.

together with the right to said Grantees, their successors, agents and assigns, to place, erect, maintain, inspect or add to the number of, and relocate at will, all poles, towers, crossarms or fixtures; to string wires, cables and conduits, adding thereto from time to time, through, across, over or under the above described premises; to cut and remove from said premises, or premises of the Grantor adjoining the same on either side, any trees, overhanging branches or other obstructions which, in the judgment of the Grantees may endanger the safety or interfere with the use of the poles, towers and conduits, or fixtures or wires attached thereto, or any structure on said premises; and with the right of ingress and egress to, over and under said premises at any and all times for the purpose of constructing or patrolling the lines and conduits, or inspecting, repairing, renewing or adding to the number of said poles, towers, structures, fixtures, wires and conduits, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted; also the privilege of removing at any time any of said improvements erected upon, over or under said lands.

TOGETHER with the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

2215 R 685

If this easement shall be abandoned by the Orlando Utilities Commission it shall be allowed a reasonable period of time thereafter for the purpose of removing any of the facilities supplied by it and thereafter all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the Grantor.

Grantor covenants that it has the right to grant the approvals, privileges and easement stated herein, and further covenants that Grantees shall have quiet and peaceful possession, use and enjoyment of said easement.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its corporate name, by its duly authorized corporate officers, and its corporate seal to be hereunto affixed, all pursuant to due and lawful corporate authority, the day and year first above written.

Signed, sealed and delivered in the presence of:

Michael J. ...
Dyon K. ...

CASA DEL MAR CORPORATION

By *Bernard Janis*
Bernard Janis, President

Attest: *Jay Willis*
Jay Willis, Secretary



Case No. 2215 re 686

STATE OF FLORIDA)
 : SS.:
COUNTY OF ORANGE)

I, the undersigned officer duly authorized under the laws of the State of Florida to take acknowledgments, hereby certify that before me came BERNARD JANIS and JAY JANIS, as President and Secretary, respectively of CASA DEL MAR CORPORATION, a corporation under the laws of the State of Florida; that said persons so appearing before me are the individuals and officers aforesaid of said Corporation, described in and who executed the foregoing Easement; that then and there said individuals as such officers acknowledged before me that the seal affixed thereto is the corporate seal of said Corporation; that their names officially are by them respectively subscribed thereto; that said instrument was signed, sealed and delivered in the presence of two subscribing witnesses pursuant to law, and that the same is the free act and deed of said Corporation.

WITNESS my signature and official seal at Orlando, Orange County, Florida, this the 28 day of April, 1972.



Elaine Lucette
Notary Public, State of Florida

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES APR. 22, 1974

RECORDED & RECORD VERIFIED

James G. ...
Clerk of
Orange County, Orange Co., Fla.

316

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2137

THIS INSTRUMENT WAS PREPARED BY:
GURNEY, GURNEY & HANDLEY, P.A., Attorneys at Law

BY J. Thomas Gurney
203 N. MAGNOLIA AVE. P. O. BOX 1273
ORLANDO, FLORIDA 32802

522205

JUN 22 2 51 PM '72

JUN 22 1972

E A S E M E N T

THIS INDENTURE, Made and entered into this 20th day of June, 1972, by and between CASA DEL MAR CORPORATION, a corporation existing under the laws of the State of Florida, hereinafter called the Grantor, and the CITY OF ORLANDO, a municipal corporation, and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, hereinafter designated as the Grantees:

W I T N E S S E T H :

That for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid to the Grantor by the Grantees, the receipt whereof is hereby acknowledged, and in further consideration of certain expenditures on the part of the Grantees in connection with the furnishing of service to certain property owned or controlled by the Grantor, said Grantor does hereby grant, bargain, sell, convey and warrant to the Grantees, their respective successors, agents and assigns, a right of way and easement in perpetuity, over and under the land hereinafter described, with the right, privilege and authority to said Grantees, their respective successors, agents and assigns, lessees and tenants, to construct, erect, operate and maintain a line or lines for the purpose of transmitting electric or other power in, on, over, through, across or under the following described land, situate in the County of Orange and State of Florida, to-wit:

From the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 4, Township 22 South, Range 29 East, run North 01° 02' 32" East, a distance of 30.00 feet for a point of beginning, thence continue North

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JUN 22 1972
00.30

FLORIDA
DOCUMENTARY SURTAX
JUN 22 1972
00.55

DESCRIPTION APPROVED

APPROVED AS TO FORM
OTHER THAN DESCRIPTION

411

1001

305

ORLANDO UTILITIES COMMISSION
CITY OF ORLANDO
ORLANDO, FLORIDA 32802

2241 24

01° 02' 32" East along the East line of the Southwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of said Section, 2734.34 feet, thence South 89° 42' 23" West a distance of 12.00 feet, thence, South 01° 02' 32" West a distance of 2734.34 feet, thence North 89° 42' 23" East a distance of 12.00 feet to the point of beginning;

together with the right to said Grantees, their successors, agents and assigns, to place, erect, maintain, inspect or add to the number of, and relocate at will, all poles, towers, crossarms or fixtures; to string wires, cables and conduits, adding thereto from time to time, through, across, over or under the above described premises; to cut and remove from said premises, or premises of the Grantor adjoining the same on either side, any trees, overhanging branches or other obstructions which, in the judgment of the Grantees may endanger the safety or interfere with the use of the poles, towers and conduits, or fixtures or wires attached thereto, or any structure on said premises; and with the right of ingress and egress to, over and under said premises at any and all times for the purpose of constructing or patrolling the lines and conduits, or inspecting, repairing, renewing or adding to the number of said poles, towers, structures, fixtures, wires and conduits, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted; also the privilege of removing at any time any of said improvements erected upon, over or under said lands.

TOGETHER with the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

If this easement shall be abandoned by the Orlando Utilities Commission it shall be allowed a reasonable period of time thereafter for the purpose of removing any of the facilities supplied by it and thereafter all rights and privileges hereunder shall cease and the easement privileges and rights herein granted

SR 2241 pt 25

shall revert to the Grantor.

Grantor covenants that it has the right to grant the approvals, privileges and easement stated herein, and further covenants that Grantees shall have quiet and peaceful possession, use and enjoyment of said easement.

This easement is to correct an easement recorded in O. R. Book 2215, pages 683-686, wherein reference is made to Township 27, which is hereby corrected to read "Township 22".

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its corporate name, by its duly authorized corporate officers, and its corporate seal to be hereunto affixed, all pursuant to due and lawful corporate authority, the day and year first above written.

Signed, sealed and delivered in the presence of:

Robert F. Heald
William J. Anderson

CASA DEL MAR CORPORATION

BY *Bernard Janis*
Bernard Janis, President

Attest:

Jay Janis
Jay Janis, Secretary




STATE OF FLORIDA :
COUNTY OF ORANGE :

2241 16 26

: SS.

I, the undersigned officer duly authorized under the laws of the State of Florida to take acknowledgments, hereby certify that before me came BERNARD JANIS and JAY JANIS, as President and Secretary, respectively, of CASA DEL MAR CORPORATION, a corporation under the laws of the State of Florida; that said persons so appearing before me are the individuals and officers aforesaid of said Corporation, described in and who executed the foregoing Easement; that then and there said individuals as such officers acknowledged before me that the seal affixed thereto is the corporate seal of said Corporation; that their names officially are by them respectively subscribed thereto; that said instrument was signed, sealed and delivered in the presence of two subscribing witnesses pursuant to law, and that the same is the free act and deed of said Corporation.

WITNESS my signature and official seal at Orlando,
Orange County, Florida, this the 26 day of April,
1972.


Richard S. ...
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BY COMMISSION EXPIRES OCT. 21, 1973
HOWARD HENRY FIELD W. BUSHNELL

(Notarial seal)

RECORDED & RECORDS VERIFIED

...
Clerk of
Circuit Court, Orange Co., Fla.

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629224

MAY 22 12 02 PM '73

No. 2412-1872

This Quit-Claim Deed, Executed this 24th day of APRIL A. D. 1973 by

THE CASA DEL MAR CORPORATION, a Florida corporation

first party, to MGIC-JANIS PROPERTIES, INC., a Delaware corporation

whose postoffice address is 8701 Southwest 137th Avenue
Miami, Florida 33143

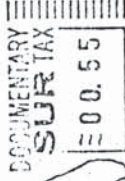
second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Orange State of Florida, to-wit:

See Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

Both the Grantor and Grantee hereunder are subsidiaries of the same parent Corporation, and this Deed is merely evidence of an inter-company transfer.



To Have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

David Mesnehoff
Edna Rodriguez

STATE OF FLORIDA,
COUNTY OF Dade

THE CASA DEL MAR CORPORATION

BY: *Bernard Janis*
Bernard Janis, President

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

BERNARD JANIS as President of

THE CASA DEL MAR CORPORATION, a Florida corporation, the acknowledgment to me known to be the person described in and who executed the foregoing instrument and

before me that he executed the same, as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of APRIL A. D. 1973.

Bernard Janis (SEAL)
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT. 24, 1976
BONDED THROUGH THE FLORIDA BAR EXCHANGE

This Instrument prepared by:

THIS INSTRUMENT PREPARED BY
DAVID MESNEHOFF, ESQ.
5701 S.W. 137TH AVE.
MIAMI, FLORIDA 33143

EXHIBIT "A"

Lots 77, 78, 83, 84, 109, 110, 116 and 117 of MUNCERS SUBDIVISION, in Section Five, Township 22 South, Range 29 East, as recorded in Plat Book "E", Page 23, Public Records of Orange County, Florida;

-AND-

The West 1/4 of South 1/2 of Northeast 1/4 of Southwest 1/4, and West 1/4 of North 1/2 of Southeast 1/4 of Southwest 1/4, in Section 5, Township 22 South, Range 29 East;

-AND-

Lots 12 and 13 of MUNCERS SUBDIVISION, in Section Eight, Township 22 South, Range 29 East, as recorded in Plat Book "E", Page 7, Public Records of Orange County, Florida;

-AND-

Lots 45, 46, 51 and 52, of Section Eight, Township 22 South, Range 29 East, WILLIS R. MUNCER'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book "E", Page 23, of the Public Records of Orange County, Florida.

Case 2412 PC 1674

EXHIBIT "B"

Parts of SECTIONS 4, 5, 8 and 9, Township 22 South, Range 29 East, and Part of South-east Quarter of Section 32, Township 21 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

BEGINNING at the East Quarter corner of Section 8, Township 22 South, Range 29 East, proceed westerly along the East-West Centerline of Section 8, North 89 degrees 09 minutes 50 seconds West, 3940.75 feet; Thence North 0 degrees 23 minutes 49 seconds East, 1323.10 feet; Thence North 29 degrees 12 minutes 34 seconds West, 1319.16 feet to the West line of Section 8; Thence Northerly with said West line North 0 degrees 12 minutes 39 seconds East, 1323.48 feet to the North West corner of said Section 8; Thence Easterly with the North line of Section 8, South 39 degrees 03 minutes 04 seconds East, 657.23 feet; Thence Northerly into Section 5, North 0 degrees 14 minutes 36 seconds West, 665.16 feet; Thence South 89 degrees 16 minutes 43 seconds East, 327.94 feet; Thence South 0 degrees 18 minutes 08 seconds East, 665.48 feet to the South line of Section 5; Thence Southerly into Section 8, South 0 degrees 03 minutes 34 seconds East, 660.40 feet; Thence South 89 degrees 07 minutes 47 seconds East, 658.44 feet; Thence North 0 degrees 02 minutes 33 seconds West, 659.50 feet to the North line of Section 8; Thence Northerly into Section 5, North 0 degrees 25 minutes 02 seconds West, 2007.03 feet; Thence South 89 degrees 43 minutes 03 seconds East, 939.62 feet to the East Right-of-Way line of long road; Thence Northerly with said East Right-of-Way line North 3 degrees 52 minutes 06 seconds East, 675.04 feet to the South line of the North East Quarter of Section 5; Thence Easterly with said South line North 89 degrees 25 minutes 56 seconds East, 1219.93 feet; Thence North 1 degree 08 minutes 47 seconds West, 2691.24 feet to the North line of Section 5, said North line also being the North line of Township 22 South; Thence Northerly into Section 32, Township 21 South, Range 29 East, North 0 degree 55 minutes 06 seconds East, 237.25 feet to the West Right-of-Way line of U.S. Highway No. 441; Thence Southeasterly with said Right-of-Way line South 57 degrees 13 minutes 37 seconds East, 444.29 feet to the aforementioned North line of Section 5, Township 22 South, Range 29 East; Thence continue Southeasterly with said Right-of-Way line into Section 5, South 57 degrees 13 minutes 37 seconds East, 134.43 to the Point of Curvature of a 11,334.20 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 2 degrees 45 minutes 04 seconds and distance of 540.93 feet to a point; Thence South 35 degrees 39 minutes 27 seconds West, 15.00 feet to the Point of Curvature of a 11,319.20 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 1 degree 33 minutes 56 seconds, a distance of 309.29 feet to the Point of Tangency of said Right-of-Way curve; Thence Southeasterly along said Right-of-Way arc into Section 4, South 52 degrees 55 minutes 37 seconds East, 386.89 feet; Thence North 37 degrees 04 minutes 23 seconds East, 4.00 feet; Thence South 52 degrees 55 minutes 37 seconds East, 879.30 feet to the point of curvature of a 5593.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve thru a central angle of 4 degrees 18 minutes 30 seconds, a distance of 420.61 feet to a point; Thence North 41 degrees 24 minutes 53 seconds East, 1.00 feet to the point of curvature of a 5594.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve thru a central angle of 11 degrees 52 minutes 03 seconds East 1078.98 feet to a point; Thence North 52 degrees 25 minutes 53 seconds East 10.00 feet to the point of curvature of a 5604.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 2 degrees 36 minutes 33 seconds, a distance of 255.22 feet; Thence Easterly from said U. S. Highway 441 Right-of-Way South 48 degrees 10 minutes 06 seconds East, 124.10 feet to a point on the North line of the Southwest Quarter of Section 4; Thence Easterly with said North line South 89 degrees 39 minutes 46 seconds West, 637.18 feet to a point; Thence South 1 degree 21 minutes 48 seconds East, 2764.34 feet to a point on the North line of Section 9; Thence continue Southerly into Section 9, South 0 degrees 01 minutes 21 seconds West, 1836.77 feet to a point; Thence South 89 degrees 59 minutes 23 seconds West 1129.77 feet to the West line of Section 9; Thence Southerly with said West line South 11 degrees 18 minutes 21 seconds West, 799.77 feet to the Point of Beginning of this description.

ALSO: BEGIN at the Northeast corner of Southwest Quarter of the Northeast Quarter of Section 5, Township 22 South, Range 29 East, run thence South 331.2 feet for the Point of Beginning; Thence East 84.1 feet, run thence Southerly 997.05 feet to a point 212.7 feet West of the Southeast corner of the said Southwest Quarter of the Northeast Quarter; Run thence East to said Southeast corner of the Southwest Quarter of the Northeast Quarter; Run thence North to the Point of Beginning. SUBJECT TO ALL RIGHTS OF WAYS AND EASEMENTS OF RECORD.

Handwritten Signature

STATE OF FLORIDA)
))
COUNTY OF DADE)

629225 RECORDED
MAY 22 12 02 PM '73
S.P. 2412 1675
804

AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared DAVID MESNEKOFF, who after being duly sworn deposes and says:

1. That I am an attorney licensed to practice law in the State of Florida and represented THE CASA DEL MAR CORPORATION, a Florida Corporation and MGIC-JANIS PROPERTIES, INC., a Delaware corporation, in connection with the purchase and subsequent conveyance of those certain lands in Orange County, Florida, described in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference, hereinafter referred to as the "Properties";
2. That by Quit-Claim Deed dated and acknowledged April 24, 1973, THE CASA DEL MAR CORPORATION conveyed the Properties to MGIC-JANIS PROPERTIES, INC.
3. That Affiant knows of his own personal knowledge that said Deed was actually delivered to MGIC-JANIS PROPERTIES, INC. on April 24, 1973, although said Deed was not recorded until subsequent to that date.
4. That this Affidavit is given for the purpose of clearing any question concerning the vesting of title to the Properties due to the fact that THE CASA DEL MAR CORPORATION was dissolved on May 7, 1973.

FURTHER Affiant sayeth naught.


David Mesnekoiff

SWORN to and SUBSCRIBED
before me this 16 day of
May, A.D., 1973.


Notary Public, State of Florida at Large

My Commission Expires: 0324

THIS INSTRUMENT PREPARED BY 481
DAVID MESNEKOFF, ESQ.

EXHIBIT "A"

Lots 77, 78, 83, 84, 109, 110, 116 and 117 of MUNGER'S SUBDIVISION, in Section Five, Township 22 South, Range 29 East, as recorded in Plat Book "E"; Page 23, Public Records of Orange County, Florida;

-AND-

The West 1/4 of South 1/2 of Northeast 1/4 of Southwest 1/4, and West 1/4 of North 1/2 of Southeast 1/4 of Southwest 1/4, in Section 5, Township 22 South, Range 29 East;

-AND-

Lots 12 and 13 of MUNGER'S SUBDIVISION, in Section Eight, Township 22 South, Range 29 East, as recorded in Plat Book "E", Page 7, Public Records of Orange County, Florida;

-AND-

Lots 45, 46, 51 and 52, of Section Eight, Township 22 South, Range 29 East, WILLIS R. MUNGER'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book "E", Page 23, of the Public Records of Orange County, Florida.

Case 2412-1677

EXHIBIT "B"

PARTS OF SECTIONS 4, 5, 8 and 9, Township 22 South, Range 29 East, and Part of South-east Quarter of Section 32, Township 21 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

BEGINNING at the East Quarter corner of Section 8, Township 22 South, Range 29 East, proceed westerly along the East-West Centerline of Section 8, North 89 degrees 09 minutes 50 seconds West, 3940.75 feet; Thence North 0 degrees 28 minutes 49 seconds East, 1323.10 feet; Thence North 89 degrees 12 minutes 24 seconds West, 1319.15 feet to the West line of Section 8; Thence Northerly with said West line North 0 degrees 12 minutes 39 seconds East, 1323.48 feet to the North West corner of said Section 8; Thence Easterly with the North line of Section 8, South 89 degrees 03 minutes 02 seconds East, 657.23 feet; Thence Northerly into Section 5, North 0 degrees 14 minutes 35 seconds West, 665.15 feet; Thence South 89 degrees 15 minutes 43 seconds East, 327.94 feet; Thence South 0 degrees 18 minutes 08 seconds East, 666.48 feet to the South line of Section 5; Thence Southerly into Section 8, South 0 degrees 03 minutes 34 seconds West, 660.40 feet; Thence South 89 degrees 07 minutes 47 seconds East, 658.44 feet; Thence North 0 degrees 02 minutes 33 seconds West, 659.50 feet to the North line of Section 8; Thence Northerly into Section 5, North 0 degrees 25 minutes 02 seconds West, 2007.03 feet; Thence South 89 degrees 43 minutes 03 seconds East, 989.62 feet to the East Right-of-Way line of long road; Thence Northerly with said East Right-of-Way line North 3 degrees 52 minutes 06 seconds East, 675.04 feet to the South line of the North East Quarter of Section 5; Thence Easterly with said South line North 89 degrees 25 minutes 56 seconds East, 1219.93 feet; Thence North 1 degree 03 minutes 47 seconds West, 2691.24 feet to the North line of Section 5, said North line also being the North line of Township 22 South; Thence Northerly into Section 32, Township 21 South, Range 29 East, North 0 degree 55 minutes 06 seconds East, 237.25 feet to the West Right-of-Way line of U.S. Highway No. 441; Thence Southeasterly with said Right-of-Way line South 57 degrees 13 minutes 37 seconds East, 444.29 feet to the Aforementioned North line of Section 5, Township 22 South, Range 29 East; Thence continue Southeasterly with said Right-of-Way line into Section 5, South 57 degrees 13 minutes 37 seconds East, 134.43 to the Point of Curvature of a 11,334.20 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 2 degrees 44 minutes 04 seconds and distance of 540.93 feet to a point; Thence North 35 degrees 30 minutes 27 seconds West, 15.00 feet to the Point of Curvature of a 11,319.20 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 1 degree 33 minutes 55 seconds, a distance of 309.29 feet to the Point of Tangency of said Right-of-Way curve; Thence Southeasterly along said Right-of-Way and into Section 4, South 52 degrees 55 minutes 37 seconds East, 386.89 feet; Thence North 37 degrees 04 minutes 23 seconds East, 4.00 feet; Thence South 52 degrees 55 minutes 37 seconds East, 379.30 feet to the point of curvature of a 5593.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve thru a central angle of 4 degrees 18 minutes 30 seconds, a distance of 420.61 feet to a point; Thence North 41 degrees 22 minutes 53 seconds East, 1.00 feet to the point of curvature of a 5594.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve thru a central angle of 11 degrees 03 minutes 00 seconds a distance of 1078.98 feet to a point; Thence North 52 degrees 25 minutes 53 seconds East 10.00 feet to the point of curvature of a 5504.65 foot radius Right-of-Way curve to the right; Thence Southeasterly along the arc of said curve, thru a central angle of 2 degrees 36 minutes 33 seconds, a distance of 255.22 feet; Thence Westerly from said U. S. Highway 441 Right-of-Way South 48 degrees 10 minutes 06 seconds West, 124.10 feet to a point on the North line of the Southwest Quarter of Section 4; Thence Easterly with said North line South 89 degrees 39 minutes 46 seconds West, 637.18 feet to a point; Thence South 1 degree 21 minutes 48 seconds East, 2764.34 feet to a point on the North line of Section 9; Thence continue Southerly into Section 9, South 0 degrees 01 minutes 21 seconds West, 1836.77 feet to a point; Thence South 89 degrees 59 minutes 23 seconds West 1329.77 feet to the West line of Section 9; Thence Southerly with said West line South 0 degrees 18 minutes 21 seconds West, 799.77 feet to the Point of beginning of this description.

ALSO BEGIN at the Northeast corner of Southwest Quarter of the Northeast Quarter of Section 5, Township 22 South, Range 29 East, run thence South 331.2 feet for the Point of Beginning; Thence West 84.1 feet, run thence Southeasterly 597.05 feet to a point 112.7 feet West of the South-east corner of the said Southwest Quarter of the Northeast Quarter; Run thence East to said Southeast corner of the Southwest Quarter of the Northeast Quarter; Run thence North to the Point of Beginning. SUBJECT TO ALL RIGHTS OF WAYS AND EASEMENTS OF RECORD.

6304090000
1124 1157073

DECLARATION OF
COVENANTS FOR CLUB MEMBERSHIP
AND
MAINTENANCE AGREEMENT
AND
LAND AND BUILDING RESTRICTIONS

FOR ROSEHONT

ORLANDO, FLORIDA

002413 0176

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THIS INSTRUMENT PREPARED BY
DAVID GREENBERG, F.S.C.
8701 S.W. 137TH AVE.
MIAMI, FLORIDA 33143

DECLARATION OF
COVENANTS FOR CLUB MEMBERSHIP
AND
MAINTENANCE AGREEMENT
AND
LAND AND BUILDING RESTRICTIONS

22413-1777

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CASA DEL MAR CORPORATION, a Florida corporation
is the owner of certain real property located in Orange County, Florida,

legally described as follows:

ROSEMONT, SECTION ONE, according to the Plat thereof,
as recorded in Plat Book 4, at Page 19, of the Public
Records of Orange County, Florida.

ROSEMONT, SECTION TWO, according to the Plat thereof,
as recorded in Plat Book 4, at Page 20, of the Public
Records of Orange County, Florida.

ROSEMONT, SECTION THREE, according to the Plat thereof,
as recorded in Plat Book 4, at Page 55, of the Public
Records of Orange County, Florida.

ROSEMONT, SECTION FOUR, according to the Plat thereof,
as recorded in Plat Book 4, at Page 89, of the Public
Records of Orange County, Florida.

ROSEMONT, SECTION FIVE, according to the Plat thereof,
as recorded in Plat Book 4, at Page 140, of the Public
Records of Orange County, Florida.

ROSEMONT, SECTION SIX, said Plat as yet unrecorded.

ROSEMONT, SECTION SEVEN, said Plat as yet unrecorded; and,

WHEREAS, said property is within the incorporated limits
of Orlando, Florida and is being developed into a planned community of
various types of housing, commercial areas, recreational areas, and re-
creational facilities, and,

WHEREAS, it is necessary and advisable to maintain a con-
genial atmosphere in said community as well as to protect the value and
desirability of said lands in the community, and further to provide a
method by which continued maintenance of the community areas may be ac-
complished and to assure the availability and uses of the recreational
facilities and areas as same are designated within the community;

NOW, THEREFORE, the parties hereto declare that all of
the properties described shall be held, sold and conveyed subject to the
following Covenants, agreements, restrictions, easements and conditions,
which are for the purpose of protecting the value and desirability of
and which shall run with the real property and be binding on all parties
having any right, title or interest in the described properties or any
part thereof, their heirs, successors and assigns, and shall inure to
the benefit of each such owner thereof:

DEFINITIONS

2233 1776

- A. "Owner" shall mean:
1. The fee simple title holder of any single family residence.
 2. The title holder of any condominium parcel or the owner and holder of a proprietary right to occupy a unit in a cooperative dwelling.
 3. The fee simple title holder of any Real Property improved with a multiple family dwelling which is rented or leased to the occupants thereof.
 4. Any other person, firm or corporation which shall acquire or own any Real Property in such form as may now exist or may be created from time to time.
- B. "Dwelling Unit" shall mean a single family residence or that portion of a multiple family structure designated as an apartment or intended to be used as a residence for a person or single family.
- C. "Deed" shall mean any deed conveying real property or any interest therein and any other instrument conveying or transferring or assigning the interest of an Owner to another including but not limited to, a deed to a condominium parcel, a proprietary lease to a dwelling unit in a cooperative, the stock certificate of a cooperative housing association; but not include a mortgage.
- D. "Organization" means the fee simple title holder of that portion of the real property described as in Exhibit "A" attached hereto and incorporated herein by reference, upon which site a Clubhouse will be constructed, said site being hereinafter called the "Clubhouse Site", or such entity that such fee simple title holder shall designate for the purpose of issuing social memberships in such Clubhouse and receiving the payment of dues therefore.
- E. "Golf Course Site" means that portion of the real property described as Parcel 2 in Exhibit "A" attached hereto and incorporated herein by reference.
- F. "Real Property" means any parcel of lands affected hereby, including Lake Wekiva and all canal and waterways flowing therefrom.
- G. "Properties" shall mean and refer to all of that certain property referred to and designated as community area "not public" on the recorded plats of the property effected by this Declaration of Covenants for Club Membership and Maintenance Agreement and Land and Building Restrictions.
- H. "Lot". Any plot of land shown upon any recorded subdivision map of the real property.
- I. "Developer" shall mean and refer to the CASA DEL MAR CORPORATION, a Florida corporation and MGIC-JAMIS PROPERTIES, INC., a Delaware corporation, its successors and assigns.

COVENANT FOR CLUB MEMBERSHIP

2413 R1779

j. From and after the first day of the month following the day that this Declaration of Covenants for Club Membership and Maintenance Agreement and Land and Building Restrictions are recorded amongst the Public Records of Orange County, and until the expiration of twenty (20) years from the date of such recording, each Owner of any Dwelling Unit located on any of the real property and/or Owner of any portion of the Real Property hereby shall pay monthly dues to the Organization as hereinafter set forth. Owners of individual Dwelling Units (whether a single family structure or part of a multiple family structure) shall pay dues for one Membership per month per Dwelling Unit. Owners of multiple family structures where the Dwelling Units are rented or leased to the Occupant thereof and each Dwelling Unit is not separately owned shall pay dues for one Membership per Dwelling Unit contained in such structure per month. Dues for each Dwelling Unit shall commence, as hereinafter provided. The dues provided for herein shall be for social membership in the Organization which membership shall include privileges to use the Clubhouse facilities to be constructed on the Clubhouse site and the Golf Course constructed on the Golf Course site, all subject to the limitations herein. The maximum amount of dues per month per social membership during the first seven (7) years commencing with the first day of the month following the filing of this Covenant shall be as follows:

- \$9.00 per Dwelling Unit - to commence as at the date a Certificate of Occupancy for said residences or apartment buildings thereon is given by appropriate governmental authority.
- \$2.00 per Vacant Lot - zoned for single family residential purposes.
- \$9.00 per Acre - or part hereof, for vacant acreage zoned for apartments.

Payment of these dues shall commence as to any particular parcel of land at such time as the Developer deeds said parcel to another person or entity other than the Developer. No payment of dues shall be required on any of the real property that has been sold or dedicated to any governmental authority so long as said real property is used for a public purpose.

2013/7/10

The maximum amount per month per social membership may be increased at the expiration of seven years and fourteen years from the first day of the month following the day this Covenant is filed, and in no event shall the Organization ever be required to charge less than those charges as originally imposed hereunder per social membership.

The maximum amount that the Organization shall be permitted to charge per month per social membership after the expiration of seven years as set forth above shall be based upon the cost of living as reflected in the "Consumer's Price Index, United States Average. - All Items and Food" published in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor (the Index) and shall be adjusted at the times provided for herein to reflect increases in the cost of living as set forth in the Index, or, if there be no such Index, then by the most nearly comparable successor Index. Increases in the maximum dues per month per social membership shall be computed during the month immediately preceding the month such increase shall become applicable based on the latest Index then published and the increase shall become effective on the first day of the ensuing month and shall remain effective until changed in accordance with the method set forth herein. The amount that the dues may be increased at each computation period shall be arrived at by multiplication of the applicable monthly assessment by a fraction of which the numerator shall be the Index number which shall be the latest published one available during the month the computation provided for above is being made and the denominator shall be the index number for the month in which this Covenant is filed. If there be no index or comparable successor thereto the increase shall be established by arbitration under the rules of the American Arbitration Association.

Every parcel of land which is part of the real property, except as limited hereunder, and shall be burdened with the payment of such dues, which shall be payable monthly, in advance. The intention of the parties to this instrument is that the covenant requiring the payment of such monies shall run with the land and shall be binding upon all owners who shall be Owners thereof during the period of time commencing with the recording of this Covenant and expiring twenty (20) years from the date of the recording hereof.

ca. 2443 11701

Every Owner, by acceptance of a Deed, shall automatically assume and agree to pay all dues which shall be due and payable as of the date of such Deed and which shall become due and payable thereafter on account of the social membership in the Organization pertaining to the property belonging to the Owner while such Owner remains an Owner. Every Owner of real property and the occupant legally entitled to possession of a rental unit automatically becomes a social member of the Organization and shall continue to be such member until he ceases to be an Owner, or ceases to be legally entitled to possession of a rental unit.

The Developer covenants to construct a clubhouse on the Clubhouse site and to construct a golf course on the Golf Course site and to maintain same until twenty (20) years from the recording of this Covenant. Such a clubhouse and golf course as shall be available for use by Owners or persons legally entitled to possession of a rental unit of an Owner, in conjunction with such other persons as the Organization shall grant membership to, or members of the general public whom the Organization shall permit to use the facilities on the Clubhouse site and Golf Course site and shall be used only in accordance with and subject to the terms and conditions of the rules and regulations promulgated from time to time by the Organization. All privileges or obligations of the Organization set forth herein are intended to and shall be binding upon or be for the benefit of the Organization, its assigns, nominees and all successors in title to the real property described as the Clubhouse site and/or Golf Course site.

Rights and Privileges

Social membership shall permit such members and their immediate families and guests living in dwelling units on the Real Property with them, such rights and privileges as shall from time to time be granted by the Organization but these rights and privileges shall always include: (i) the use of the swimming pool to be built on the Clubhouse site; (ii) the use of the facilities located in the Clubhouse building to be constructed on the Clubhouse site upon the payment of the established fees and costs thereof; and, (iii) the use of the golf course located on the Golf Course site upon the payment of the established green fees for social members. These green fees shall be less than those fees customarily charged to persons using the golf course who are not social members of the Organization. Nothing contained herein shall prohibit the Organization from granting social membership to persons or entities not effected or subject to these Covenants and to permit members of the general public use of all of such facilities upon the payment of fees and costs established by the Organization.