

MAINTENANCE AGREEMENT

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1. The Organization shall maintain the Properties shown on the Common Areas on the recorded Plats. Maintenance will consist of lawn cutting and trimming of trees and shrubs located in these areas.
2. In addition, the Organization will furnish a guard service which will patrol the public streets as shown on the recorded Plats of ROSEMONT.
3. The Organization shall periodically chemically treat the waters of Lake Nokiva.

In regard of the above, the Organization is specifically granted access over the Real Property as may be necessary to carry-out the intent of this Maintenance and Patrol Service.

NON-PAYMENT OF DUES

Each Owner grants unto the Organization a lien upon the Real Property owned by such Owner and the improvements thereon to secure the payment of the monthly dues due and payable from time to time on account of every parcel of Real Property together with interest at the rate of ten percent (10%) per annum, which interest shall commence to accrue when such dues remain unpaid for more than sixty (60) days. Such lien shall also secure reasonable costs of collecting such dues. Such lien shall be subordinate and inferior to the lien of any bona fide mortgage encumbering any of the Real Property and the Organization hereby subordinates the lien created hereby to the lien of any bona fide institutional mortgage hereinafter encumbering the Real Property. Nothing herein contained shall prohibit the Organization from suing for damages to collect any unpaid dues and in the event an action for damages is brought, the Organization shall also be entitled to collect interest, costs of collecting such dues, including reasonable attorney's fees, as set forth hereinabove in this Paragraph. The Organization shall have all of the remedies provided for herein and any others provided by law and such remedies shall be collective and the bringing of one action shall not constitute an election or exclude the bringing of any other action. No owner may waive or otherwise escape liability for dues hereunder by non-use of the Properties and/or Clubhouse and Golf Course.

Every condominium association or cooperative housing association to which an Owner shall belong shall impose, as part of its regular maintenance or other means of contribution, against each dwelling unit contained on the Real Property, the amount of the dues due and payable as provided for herein and shall collect

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sent and forthwith remit the amount collected to the Organization; but nothing herein contained shall prohibit the Organization from enforcing the Lien or bringing an action to collect the dues to which it is entitled herein as hereinbefore provided. Institutional leaders becoming an Owner shall be excused from the payment of dues while it is such Owner and has not placed any other person in possession of such Dwelling Units.

In the event that any portion hereof shall be deemed invalid or unenforceable, it shall not in any way effect the remainder or any portion hereof, except that if it shall be determined that the dues provided for herein need not be paid, then the right of Owners to use of the Clubhouse site and/or the Golf Course site shall cease at the option of the Organization.

The Organization shall, upon demand at any time, furnish a Certificate in writing signed by an officer of the Organization setting forth whether the dues on a specified parcel have been paid. Such Certificate shall be conclusive evidence of payment of any dues therein stated to have been paid.

LAND AND BUILDING RESTRICTIONS

Property Maintenance.

The Owner of any Real Property, whether such property be improved or unimproved, shall keep such property free of tall grass, undergrowth, dead trees, dead tree limbs, weeds, trash and rubbish and shall keep such property at all times in a neat and attractive condition. In the event, the Owner of subject property fails to comply with the preceding sentence of this Paragraph, the Organization shall have the right, but not obligation, to go upon such property and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and anything unsightly which may be objectional and undesirable therefrom, and to do any other things, and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such property, which reasonable expenses shall be payable by such Owner to the Organization on demand, and may be enforced in such manner as herein provided for in the enforcement of dues and Assessments.

Each Owner whose parcel adjoins or abuts any portion of any lake or canal within the Property shall keep his parcel and the portion of the adjoining and abutting dedicated tract between his parcel and the waters edge grassed, trimmed

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and cut and properly maintained so as to present a pleasing appearance, to maintain the proper contour of the banks of the Lake or canal and to prevent erosion; except with the prior written approval of the Developer and/or the Organization, however, the shoreline contour of the Lake shall not be changed and no parcel may be increased in size by filling in any Lake or canal and no parcel may be dug-out or dredged so as to cause the water of a Lake or canal to protrude into the parcel.

Lake Usage.

In that Lake Wekiva lies totally within the Real Property, it is the intent and desire of the Developer and/or Organization that the said Lake be maintained as a recreation facility for the use and enjoyment of the Owners and their guests, and accordingly, the Developer and/or Organization, subject to those express conditions and provisions set forth herein, is vested with the authority to regulate and maintain the use of Lake Wekiva as a recreational facility, including but not limited to regulation on boating and water sports on the Lake, together with the use and maintenance of the Properties. The Developer and/or Organization reserves the right to control the water level in Lake Wekiva and other lakes, in existence or to be constructed, within the Real Property, to modify and design the shoreline of the said lakes and to remove fill from or to deposit fill within the said lakes from time to time. The use of Lake Wekiva and other waterways within the Real Property shall be restricted to non-motor vessels, except that the Developer and/or Organization may use motor vessels for patrol of the Lake and further, motor vessels may be used as necessary to perform maintenance functions in keeping with the maintaining and treatment of Lake Wekiva and adjacent waterways.

Except with the prior consent of the Developer and/or Organization, no Owner shall have the right to pump or otherwise remove any water from the Lakes or canals within the Real Property for the purpose of irrigation or otherwise, nor to place rocks, stores, trash, garbage, sewage, or water discharge from swimming pools, or heating, or air conditioning systems, waste water (other than surface drainage), rubble, debris, ashes or other refuse in any of the Lakes or canals within the Real Property.

Docks.

No private dock, boat house, bulk head, or other structure of any kind shall be erected, placed or permitted to remain on, or under any portion of any of the Lakes or canals within the Real Property without the written consent of the Developer and/or Organization.

Reservations.

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The Developer, for itself, its successors and assigns, herewith reserves and is given a perpetual, alienable and releasable easement privilege and right on, over and under the ground to erect, maintain and use, electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under all of the easements as the same appear on all Plats recorded within the Real Property, whether or not such easements are shown on said Plats to be for such purposes and on, in, over and under a ten foot (10') strip at the back of each lot and on, in, over and under a ten foot (10') strip along the interior side lot lines of each lot shown on said Plat. The Developer, for itself, its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right to use for the purpose of access to the Lakes and canals within the Real Property all easements reserved herein or as shown on all recorded Plats. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements referred to in this Paragraph, and an Owner subject to the said privileges, rights and easements referred to herein, shall acquire no right, title or interest in or to the poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property, which is subject to the said privileges, rights and easements; all such easements including those designated on the said record-d Plats are and shall remain private easements and the sole and exclusive property of the Developer, its successors and assigns.

Architectural Control.

No building or other structure shall be erected, placed or altered on the Real Property until the building plans, specifications and Plot Plan have been submitted to the Developer, and the same approved by it in writing in the following particulars: (1) That said building or other structure complies in all respects with these restrictions, reservations and conditions; and, (2) That said building or other structure is in conformity and harmony not only with respect to the topography and finished ground elevations, but also with the architectural design of completed or

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proposed other structures in said Subdivision. In the event the Developer fails to approve or disapprove such design and location within thirty (30) days after the same have been submitted to the Developer, such approval will not be required and this Covenant will be deemed to have been fully complied with. The powers and duties of the Developer, as set forth in this Paragraph shall terminate on December 1, 1986. Thereafter, the approval described in this Covenant shall not be required unless a written instrument shall have been executed by the then majority of Owners and persons renting dwelling units in the Lots in said Subdivision and duly recorded in the Public Records of Orange County, appointing a representative or representatives, who shall thereafter exercise the same powers as hereinabove granted unto said Developer, its successors and/or assigns.

Replats.

The Developer reserves the right to resubdivide or replat any Lot, Lots or parcel shown on Recorded Plats within the Real Property, by deed or otherwise; however, none of the Platted Lot, Lots or parcels shall be resubdivided, or replatted by others, except with the prior written approval of the Developer. In the event any of the said Lots or parcels shall be resubdivided, or replatted, as aforesaid, the Covenants, agreements, restrictions, easements and reservations herein set forth shall thereafter apply to the resubdivided or replatted Lots or parcels.

Construction.

When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof, unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or national calamities.

Driveways.

Prior to completion of construction, the Owner shall install at his own expense, a suitable paved driveway from the paved portion of the abutting access way to his building plot line and shall remove the curbing at the edge of the paved portion of the abutting access way to the extent necessary for entrance into the driveway and replace same with suitable valley curb or gutter so as to provide for entrance into the driveway and replace same with suitable valley curb or gutter so as to provide for entrance into the driveway and also proper and con-

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chaned drainage along the edge of the paved portion of the access way. The sub-surface of the portion of the driveway between the building Plot line and the paved portion of the abutting access way, as well as the replacement curb, or gutter, shall be installed prior to commencement of any construction and prior to delivery of construction materials to the building plot. During construction on any of the Real Property, all vehicles involved in such construction, including those delivering material and supplies, shall enter upon such building plot from the access way only, over the installed replacement curb or gutter and driveway surface, and such vehicles shall not be parked at any rise on the access way or ways or upon any property other than the building plot on which the construction is proceeding. The driveways shall be solid and each Owner shall be responsible for any damage incurred to driveway, road or curb done by him or anyone working directly or indirectly for him.

Temporary Structures.

No picnic areas, detached building or other apparatus, and no detached outbuildings shall be erected or permitted to remain on any building plot prior to the start of construction of a permanent structure thereon, unless approved by the Developer.

Except for structures which are permitted by other provisions herein, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any of the Real Property. However, this Paragraph shall not prevent the use of a temporary construction shed during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of said construction.

Signs.

Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon the Real Property except "For Rent" or "For Sale" signs, which signs may refer only to particular premises on which displayed, shall not exceed two square feet in size, shall not extend more than three feet above the ground and shall be limited to one sign to a platted parcel. The Developer may enter upon any of the Real Property and summarily remove and destroy any signs which do not meet the provisions of this Paragraph. The provisions of this Paragraph shall not apply to the Developer and further, the Developer may, in its sole discretion, allow certain persons or entities who are developing and building within the Real Property the right to display signs, as approved by the Developer.

Garbage.

No garbage or trash incinerator shall be placed or permitted to remain on the Real Property or any part thereof. After the erection of any Dwellling Unit, the Owner or Resident shall keep and maintain on said plot, covered garbage containers in which all garbage shall be kept until removed from the Lot. Such garbage containers shall be kept at all times, at the option of the Owner or Resident, either within a utility yard or within underground garbage receptacles located on the Lot or on the access way at such location as shall be approved by the Developer. Any such underground garbage receptacles shall be constructed so that garbage containers will not be visible.

Livestock.

No livestock, horses, poultry or animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Amoynances.

No illegal, noxious or offensive activity shall be permitted or carried on any part of the Real Property, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of the Real Property or lands contiguous thereto.

Vehicles and Repair.

The parking of commercial vehicles which description shall include but not be limited to trucks, truck-trailers, semi-trailers and commercial trailers, at any time on driveways or otherwise on the Real Property or on the public streets within the Real Property, is prohibited except for the loading or unloading purposes or when parked entirely within a garage permitted to be built under the provisions of these restrictions. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless said Lot has been zoned for commercial use.

Waiver of Minor Violations.

Where a building has been erected or the construction thereof is substantially advanced and it is situated on any Lot in such a manner that same violates any of the Covenants set forth herein, the Developer shall have the right at any time to release such Lot or portions thereof from such part of the provisions of any of said Covenants as are violated, provided, however, that the Developer shall not release a violation or violations of any said Covenants except as to violations they, in their sole discretion, determine to be minor, and the power to release

any such lot or portion thereof from such a violation or violation shall be dependent on the determination by them that such violation or violations are minor.

Enforcement.

If an Owner or Resident in the Real Property or any other person or persons, or any of their heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other sums for such violation.

It is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by any moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained herein shall be borne in full by the defendant in such proceedings.

Sovereignty.

Invalidation of any one of these covenants or restrictions or any part thereof by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Term.

The covenants and restrictions of this document may be amended as otherwise provided for herein however, this document may not be amended during the first five (5) years after it is recorded among the Public Records of Orange County, Florida except by the Developer. Thereafter, during the first twenty (20) year period, these covenants and restrictions may be amended by instrument signed by not less than fifty percent (50%) of the Owners. Any Amendment must be properly recorded.

This Paragraph shall not apply to the specific portions of this instrument concerning Covenants and obligations for Club membership.

Remedies for Violations.

For violation or a breach of any provisions herein, any person claiming by, through or under the Developer, Organization, or by virtue of any judicial proceedings, the Owner, or an institutional first mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel compliance of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the Developer shall have the right whenever there shall have been built within the Real Property any structure which is in violation of this agreement, and to summarily abate the, or remove the same at the expense of the Owner, provided however the Developer shall then make the necessary repairs and construction, necessary to insure that the property and improvements where such violation occurred shall be in the same

condition as it was before said violation occurred, and any such entry, and absence of removal shall not be deemed a trespass. The failure to promptly enforce any

of the provisions of this agreement shall not bar their subsequent enforcement.

The Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer herein. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners a majority of the Lots in the Real Property. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid. None of the provisions of this Paragraph shall apply to or effect the provisions of Paragraph entitled "Enforcement" hereof.

The Developer reserves and shall have the sole right: (a) to amend these covenants and restrictions other than those contained in the Paragraph entitled "Enforcement", but all such amendments shall conform to the general purpose and standards of the covenants and restrictions herein contained; (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the Real Property which do not lower the standards of the covenants and restrictions herein contained, and, (d) to release any part of the Real Property from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

Anything in this notice of restrictions to the contrary notwithstanding, all assignments due or liens shall be deemed to be inferior in every way to any mortgage placed upon any Lot or Lots in this subdivision by a recognized bank, insurance company, savings and loan association or mortgage company; and any liens, dues or assessments due upon any of the Real Property shall be null and void as it pertains to any recognized bank, insurance company, savings and loan association or mortgage company, who shall take title to such lot or parcel in lieu of foreclosure. Any party or entity who takes title to any of the Real Property from a recognized insurance company, savings and loan association, or mortgage company, which entity shall have obtained said Real Property as a result of foreclosure proceedings or in lieu of foreclosure proceedings, shall not be subject to past due assessments, or dues, but rather assessments and dues shall commence as of the date said party takes title.

Case 2:13-cv-01771

OTHER RESTRICTIONS AND COVENANTS

In addition to each and every one of those conditions, restrictions and covenants herein before set forth, the following shall constitute restrictions and covenants applicable to those certain residential sites and legally described as:

Lots 1 through 41, 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; EXCEPT Lot 21 thereof.

Lots 1 through 42, 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.

Lots 1 through 20, Block "A"; and Lots 1 through 30, Block "B"; and Lots 1 through 28, Block "C"; and Lots 1 through 36, Block "D"; and Lots 1 and 2, Block "E", all in 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.

Residential Use. All of the said lots, and all lots enlarged or recreated by the shifting of the location of said property lines are restricted to the use of a single family, their household, servants and guests.

No Trade, Business, Profession, Etc. No trade, business, profession, or any other type of commercial activity shall be conducted on any of the said residential lots.

Plans and Specifications. No dwelling shall be permitted on any lot at a cost of less than \$20,000.00, based upon cost levels prevailing on the date these covenants are recorded; it being the intent and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and/or materials substantially the same, or better than that which can be produced on the date these covenants are recorded at a minimum cost stated herein. For the minimum permitted dwelling size. The ground floor of the main structure, exclusive of one story open porches and garages, shall be not less than 1,500 square feet, except that where the residence is of two story construction, then, the total combined living area, exclusive of one story open porches and garages, shall be not less than 2,250 square feet.

Setback Lines. The following setback restrictions apply to all of the said residential lots:
Inside Lots:

Front Lines: Except as otherwise indicated on the Recorded Plat, in no case shall a building be located closer to the front

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property line than 20 feet. For the purpose of this covenant, caves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to ~~encroach~~ encroach upon another lot.

Side Lines: Except as indicated in the Plat, no building shall be closer to any side property line than 10 feet.

Rear Lines: Except as indicated in the Plat, no building shall be located closer to the rear property line than 20 feet, and for the purposes of this covenant, caves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach on another lot.

Corner Lots: For the purpose of this instrument, corner lots shall be considered as fronting on the street upon which the lot has the least lineal foot measurement. The front and side setbacks shall be as required on such lots shall be such a distance as amounts to 25 percent (25%) of the width of the lot; provided, however, if such 25 percent (25%) of the width of the lot amounts to more than 20 feet, the side setback shall be 20 feet.

Measurements: All setbacks shall be measured at right angles to the property line. Height restrictions are to be measured upward from the highest point in the crown of that portion of the fronting street which is in front of the property. Note exceptions on height of side walls and fences. Where two or more lots are acquired and used as a single building site, the side lot lines shall refer only to the lines bordering on the adjoining property owners.

Method of Determining Square Foot Area. The method of determining the square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, carports, screened porches, patios and terraces shall not be taken into account in calculating the minimum square foot area as required by this covenant.

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Walls, Fences, Sidewalks. Walls and fences and sidewalks may be built

in setback areas, subject to the following definitions and regulations:

A front setback is that area bounded by the front property line, the front setback line, and the side property lines joining these two.

A rear setback area is that bounded by the rear property line, the rear setback line, and the side property lines joining these two.

A side setback area is that area bounded by a side property line, a side property line, a side setback line and the front and rear setback lines projected.

Subject to recorded easements, walls or fences may be erected in a front setback area, provided they do not exceed three feet in height; and may be erected in side or rear setback areas provided they do not exceed five feet in height.

Each home shall have a sidewalk constructed across the entire front of the lot, said construction to be in conformity with the specifications and requirements of the City of Orlando, Florida.

Easements. Certain easements for installation and maintenance of utilities and drainage as shown on the recorded Plat. There are also reserved easements and rights of way for public utilities on those portions of the dedicated streets which are not utilized for street purposes. Within these easements no structures, plants or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water of each lot and all improvements in it, shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The Developer reserves the right to assign the use of any and all easements shown on the recorded plat, or hereafter created, before the Real Property is conveyed by the Developer, for installation of utilities or other uses deemed by it to be necessary for the service of said lands; and any wall, fence, paving, planting or other improvements placed thereon by an Owner of the property on which the easement lies shall be removed if required by the Developer, or its successors or assigns at the expense of said Owner.

Driveway Entrances Corner Lots. Driveways on corner lots may face either street unless prohibited by Plat restrictions.

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Topsail - Drainage. No sod or topsoil shall be removed from the land without permission of the Developer. No change in elevation of the land shall be made without protecting adjoining lots from surface water drainage caused by the change.

Water Supply. No individual water supply system for drinking purposes or household use shall be permitted on any lot. This provision, however, shall not preclude the installation of any individual water supply system that is located, constructed and equipped in accordance with the requirements, standards and recommendations of the prevailing zoning and building departments of the governing authority. Individual wells to be used for irrigation, air conditioning, and heating systems or swimming pools shall be permitted. The City of Orlando shall supply a potable water supply system to the residential lots and the Owner of any of the said lots agrees to connect up with and utilize the said water supply system and to pay the rates and charges established from time to time by the ordinances of the City of Orlando.

Sewage Disposal. No individual sewage disposal system shall be permitted on any lot. Central sewage disposal facilities will be furnished by the City of Orlando and any other system will be in violation of these Covenants. The Owner of any lot agrees to utilize the sewage disposal system when it is made available to said Owner and to pay the rates or charges which may be charged for said sewage disposal facilities as established from time to time by the ordinances of the City of Orlando.

Lawns and Landscaping. All lawns in the front of the property shall be extended to the pavement lines. No gravel or blacktop or paved parking strips are to be allowed; however, this shall not prohibit the use of blacktop, gravel or concrete for driveways leading to the street. All lawns shall be fully sodded to the pavement line, beginning at the rear elevation of the house, et cetera, and extending to the edge of the pavement. Sodding will be permitted only in that portion of the lot from the rear elevation of the house and extending to the rear Lot line.

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WITNESSES:

[Signature]
[Signature]

MGIC-JANIS PROPERTIES, INC.

By: [Signature]
Andrew Schreef, VICE PRES.



SEAL

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANDREW SCHREEF, well known to me to be the VICE PRESIDENT of MGIC-JANIS PROPERTIES, INC., a corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly 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 23rd day of MAY, A.D. 1973.



[Signature]
Notary Public

My Commission Expires:

[Signature]

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EXHIBIT "A"

CLUBHOUSE SITE, PARCEL I

Lot 1, 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.

GOLF COURSE SITE, PARCEL II

The certain tract of land to be platted in ROSEMONT, SECTION SEVEN, upon which a golf course will be constructed.

Note: (1) The Developer hereby reserves the right to substitute a new legal description for the Clubhouse site due to the fact that at the present time, said Clubhouse site is being replatted. The replatted Clubhouse site may vary very slightly in size as compared with the site presently described herein.

Note: (2) The Developer is presently platting the Golf Course site and reserves the right to substitute the platted legal description of said site for the description presently contained in Parcel II of this Exhibit.

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JOINER IN PLATS and ACCEPTANCE

WHEREAS, there has been filed of record, in Orange County, Florida, the following Plats, to-wit:

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; and,

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; and,

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; and,

ROSEMONT, SECTION FOUR, according to the Plat thereof, as recorded in Plat Book 4, at Pages 89, 90 and 91, of the Public Records of Orange County, Florida; and,

ROSEMONT, SECTION FIVE, according to the Plat thereof, as recorded in Plat Book 4, at Pages 140, 141, 142 and 143 of the Public Records of Orange County, Florida; and,

WHEREAS, at the time said Plats were placed of record, STELLA S. ROSE as Executrix of the Estate of Walter W. Rose, Deceased, was the holder of that certain mortgage dated December 30, 1970, filed December 31, 1970, recorded in Official Records Book 2018, at Page 132, of the Public Records of Orange County, Florida; and,

WHEREAS, said mortgagee is desirous of joining in, approving and accepting all restrictions, easements and dedications made pursuant to said Plats as the same were put of record.

NOW THEREFORE, by execution hereof, STELLA S. ROSE, as Executrix of the Estate of Walter W. Rose, Deceased, does hereby join in, approve, accept, ratify and confirm all of the provisions, restrictions, easements, dedications and covenants as contained in those certain Plats as referred to in Paragraph One of the Preamble hereof, as though said STELLA S. ROSE, as Executrix of the Estate of Walter W. Rose, Deceased, as mortgagee, had originally executed and joined in said Plats when the same was placed of record.

THIS INSTRUMENT PREPARED BY
Barry Klei
(Barry Klei) 8701 S.W. 137TH AVE.
MIAMI, FLORIDA 33143

Case 2498 - 623

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal this 19th day of December, 1973.

WITNESSES:

Frank Bernardy
Frank Bernardy

Stella S. Rose
STELLA S. ROSE, as Executrix of the
Estate of Walter W. Rose, Deceased

STATE OF FLORIDA)
)
COUNTY OF DADE

BEFORE ME the undersigned authority, this day personally appeared before me, an officer, duly authorized to administer oaths and take acknowledgments, STELLA S. ROSE, as Executrix of the Estate of Walter W. Rose, Deceased, and to me well known to be the person herein described and who signed the foregoing instrument and severally acknowledged the execution thereof to be her free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 19th day of December, A.D., 1973.

Frank Bernardy (SEAL)
Notary Public, State of Florida at Large

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 15, 1974

NOTARY PUBLIC & RECORDS VERIFIER
Frank Bernardy
County Commission, Orange Co., Fla.

CERTIFICATE

Dated November 29, 1971
Filed December 3, 1971
OR Book 2149; Page 712
Clerk's No. 467136

CERTIFICATE

of

THE STATE OF FLORIDA BOARD
OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND

The State of Florida Board of Trustees of the Internal Improvement Trust Fund, by its undersigned Executive Director and Agent, and acting under authority of Section 253.031, Florida Statutes, hereby certifies that the Board is the legal custodian of the records of deeds and papers pertaining to Public Lands of the State of Florida and of all patents and approved lists issued by the United States of America to the State of Florida of all lands granted to the State under the several Acts of Congress; and

Pursuant to Section 92.16, Florida Statutes, the aforesaid Board, by and through its undersigned Executive Director and Agent, certifies that the Attached is a true and correct photostat copy of U.S. Patent No. 12, Tampa District, bearing date of November 13, 1856;

all of which is shown by the records on file in the Office of the Board which has designated the undersigned Executive Director as its custodian.

IN TESTIMONY WHEREOF, I have hereunto set my hand as such Executive Director and have caused to be affixed hereto the Official Seal of the State of Florida Board of Trustees of the Internal Improvement Trust Fund at its Office in the City of Tallahassee, on this 29th day of November, A.D. 1971.

(Seal of State of Florida Board
of Trustees of the Internal
Improvement Trust Fund)

Joel Kuperberg
Joel Kuperberg, Executive
Director State of Florida
Board of Trustees of the
Internal Improvement Trust
Fund

THE UNITED STATES OF AMERICA,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, by the Act of Congress approved September 28th, 1850, entitled "An Act to enable the State of Arkansas and other States to proclaim the 'Swamp Lands,' within their limits," it is provided that all the "SWAMP and OVERFLOWED LANDS" made unfit thereby for cultivation within the state of Florida, which remained unsold at the passage of said Act, shall be granted to said State; and WHEREAS, in pursuance of instructions from the GENERAL LAND OFFICE of the UNITED STATES, the several tracts or parcels of land hereinafter described have been selected as "SWAMP and OVERFLOWED LANDS," enuring to the said STATE, under the Act aforesaid, being situated in the District of Lands subject to sale at Tampa, Florida, to-wit:

Township 22 South, of Range 29 East

The West half of the Southwest quarter, and the Southeast quarter of the Southwest quarter of Section one; the West half and the Southeast quarter of Section two; the whole of Section three; the whole of Section four; the East half of the Northeast quarter, the Southwest quarter of the Northeast quarter, the West half, and the Southeast quarter of Section five; the Southwest quarter of the Northwest quarter of Section seven; the whole of Section eight; the Northeast quarter, the East half of the Northwest quarter, the East half of the Southeast quarter, the Northwest quarter of the Southeast quarter of the West half of the Northeast quarter, and the Southwest quarter of Section nine; the Northeast quarter, the West half, and the Northwest quarter of the Southeast quarter of Section ten; the South half of the quarter, of Section eleven; the Northeast quarter of the Southwest West half of Section thirteen; the North half, and the Northwest quarter of the Southwest quarter of Section fourteen; the whole of Section fifteen; the whole of the Northeast quarter, the Southeast quarter of the Northwest quarter, the East half of the Southeast quarter, the East half of the west quarter, and the South Southwest quarter of the Northeast quarter, the Southwest quarter of the Northwest quarter and the Southeast quarter of Section thirty one; the West half of the Northwest quarter, the Northeast quarter of the Southeast quarter of Section thirty two; the West half of the Southeast quarter of the Southwest quarter of Section thirty three; the Southeast quarter of the Southwest quarter of Section thirty four; the Northeast quarter of the Northwest quarter of Section thirty five; and the Northwest quarter of the Northeast quarter, the Northwest quarter, the Southwest quarter of the Southeast quarter, and the Northwest quarter of the Southeast quarter, and the Northwest quarter of the Southwest quarter of Section thirty six; containing in all Three thousand one hundred and Forty three acres, and ninety nine hundredths of an acre.

Township 22 South of Range 30 East

The Northwest quarter of the Northeast quarter of Section one; the Southeast quarter of the Northeast quarter, the East half of the Southeast quarter, and the Southwest quarter of the Southeast quarter of Section two; the Southeast quarter of the Northeast quarter, the Northwest quarter of the Northeast quarter, and the East half, the East half of the Northwest quarter, the Northwest quarter of the Northwest quarter, and the East half of the Northwest quarter, and the East half of the Northwest quarter of Section three; the Southwest quarter of Section four; the Southwest quarter of the Northwest quarter, and the West half of the Southwest quarter of Section five; the Northwest quarter of the Northeast quarter of Section six; the South half of the Northeast quarter, the North half of the Southeast quarter and the East half of the Southwest quarter of Section seven; the South half of the Northwest quarter, of the Southwest quarter of Section eight; the Southwest quarter of the Southeast quarter of Section ten; the Northwest quarter of the Northeast quarter of Section eleven; the South half of the Northwest quarter, the Northwest quarter of the Southeast quarter and the East half of the Northwest quarter, the Northeast quarter, the East half of the Northwest quarter, the Southwest quarter of the Northwest quarter of Section thirteen; the North half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section fourteen; the West half of the Northeast quarter, the South half of the Northwest quarter, the East half of the Southeast quarter, the Northwest quarter of the

Southeast quarter, the East half of the Southwest quarter, and the Northwest quarter of the Southwest quarter of Section fifteen; the Southeast quarter of the Northeast quarter of Section fifteen; the West half of the Northwest quarter, and the Northwest quarter of the Southwest quarter of Section eighteen; the South half, and the Northeast quarter of Section twenty one; the East half of the Southwest quarter of the Northwest quarter of Section twenty two; the Southwest quarter of the Northeast quarter of Section twenty three; the Northwest quarter, the East half of the Northwest quarter, and the Northwest quarter of the Southwest quarter of Section twenty four; the Southeast quarter of the Southwest quarter of the Southwest quarter, the West half, the East half of the Southwest quarter, and the Southwest quarter of the Southwest quarter of Section twenty five; the whole of Section twenty six; the East half of Section twenty seven; the whole of Section twenty eight; the Northwest quarter of the Northwest quarter, the Southwest quarter of the Southeast quarter, and the Southeast quarter of the Southwest quarter of Section twenty nine; the Southeast quarter of the Southwest quarter of Section twenty nine; the Southeast quarter of the Northeast quarter, and the Southwest quarter of the Northeast quarter of Section thirty; the East half of the Southeast quarter of Section thirty three; the East half of the Northeast quarter of the Southeast quarter, the Southwest quarter, the East half of the Southeast quarter, the Southwest quarter of the Southeast quarter, and the Southwest quarter of the Southwest quarter of Section thirty four; the Southwest quarter of the Southwest quarter, and the Southeast quarter of the Southwest quarter of Section thirty five; and the whole of fractional Section thirty five; and the thousand three hundred and seventy five acres, and twenty three hundredths of an acre.

Township 22 South of Range 35 East

The whole of fractional Section one; the whole of fractional Section three; the East half of the Northeast quarter, and the lots numbered one, two, three, and four of Section four; and the Southwest quarter of the Northwest quarter, the Southwest quarter, and the lots numbered one, and two of Section five; the Southwest quarter of the Northeast quarter, the West half of the Southwest quarter, and the Southeast quarter of Section six; the Northwest quarter, and the Southeast quarter of Section seven; and the whole of fractional Section eight; containing in all one thousand four hundred and eighty-seven acres, and forty seven hundredths of an acre.

Township 20 South of Range 36 East

The whole of fractional Section thirty one; the Lot numbered three, and the Southwest quarter of the Southwest quarter of Section thirty three; containing in all one hundred and thirty acres, and sixty five hundredths of an acre.

And containing in the aggregate two hundred and fifty one thousand and one acres and eighty seven hundredths of an acre, according to the Official Plats of Survey of the said Lands returned to the General Land Office, by the Surveyor General, and for which the Governor of the said State of Florida, did on the third day of June, one thousand, eight hundred and fifty six request a Patent to be issued to the said State as required in the aforesaid Act.

NOW, THEREFORE, KNOW YE, that the United States of America, in consideration of the Premises, and in conformity with the Act of Congress aforesaid, Have Given and Granted, and by these presents Do Give and Grant unto the said State of Florida, in fee simple subject to the disposal of the Legislature thereof, in the tracts of Land above described.

TO HAVE AND TO HOLD the same together with all the rights, privileges, immunities, and appurtenances thereto belonging, unto the said State of Florida, in fee simple and to its assigns forever.

IN TESTIMONY WHEREOF, I Franklin Pierce, President of the United States of America, have caused these letters to be made Patent and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand at the City of Washington, the thirteenth day of November, in the year of our Lord one thousand, eight hundred and fifty six, and of the Independence of the United States the eighty first.

(Seal of the General
Land Office)

By the President

Franklin Pierce

By H.E. Baldwin, Ass't Secretary

M. Grange, Recorder of the
General Land Office

Recorded Vol. 1 Pages 330 to 339, inclusive.

1404

AMENDMENT TO
DECLARATION OF
COVENANTS FOR CLUB MEMBERSHIP
AND
MAINTENANCE AGREEMENT
AND
LAND AND BUILDING RESTRICTIONS
FOR ROSEMONT
ORLANDO, FLORIDA

749855
Mar 13 12 30 PM '74

2503 1571

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MGIC-JANIS PROPERTIES, INC., a Delaware corporation is now or was formerly the owner of those certain parcels of real property located in Orange County, Florida, known as the Rosemont Subdivision ("Rosemont") consisting of the following tracts:

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, according to the Plat thereof, as recorded in Plat Book 5, at Pages 55-56, of the Public Records of Orange County, Florida;

ROSEMONT, SECTION SEVEN, the Plat of which is vet unrecorded, but which is more fully described in Exhibit "A" attached hereto and made a part hereof;

ROSEMONT, SECTION EIGHT, the Plat of which is vet unrecorded, but which is more fully described in Exhibit "B" attached hereto and made a part hereof

WHEREAS, MGIC-JANIS PROPERTIES, INC. did heretofore declare, execute, seal, acknowledge and cause to be recorded in Official Records Book 2413, at Pages 1776-1796 of the Public Records of Orange County, Florida those certain Declarations of Covenants and thereafter did cause to be recorded in,

*Copy Clerk
City of Orlando
Orlando, FL 32801*

This document prepared by
ALAN B. PEGDY
8701 SW 137th Avenue
Miami, Florida 33143

*Sec. Prior. Ulysses
amays 6-28-76*

respectively, Official Records Book 2457, at Pages 1479-1483 and Official Records Book 2467, at Pages 533-535, of the Public Records of Orange County, Florida, certain Amendments to the said Declaration of Covenants; and

WHEREAS, it is the intention of this Declarant to hereby make further modifications to the said Declaration of Covenants, as amended, for the purpose of designating certain parcels of real property located in Rosemont for the construction and maintenance of a clubhouse and to impose upon such parcels, restrictions as to their use in a manner compatible to the aforesaid Declaration of Covenants, as amended; and,

WHEREAS, MGIC-JANIS PROPERTIES, INC. is presently the owner in fee simple of that certain real property located in Rosemont, City of Orlando, Orange County, Florida, described as follows, to-wit:

Clubhouse: Tract 30, ROSEMONT, SECTION SEVEN, as recorded in Plat Book 5 at Page 107 of the Public Records of Orange County, Florida.

Golf Course: Tract 31, ROSEMONT, SECTION SEVEN, as recorded in Plat Book 5 at Pages 107-108 of the Public Records of Orange County, Florida.

NOW, THEREFORE, by execution hereof, MGIC-JANIS PROPERTIES, INC. does hereby impose, restrict and make applicable to and upon the above referenced lands designated as Tracts 30 and 31, the following terms, covenants, restrictions and agreements in addition to those already imposed thereon as aforesaid:

1. The lands designated as Tract 31 may only be used for a Golf Course. The lands designated as Tract 30 may only be used for the operation of a Country Club and recreational facility, which may include a Clubhouse, pro shop, locker rooms, swimming pool, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, putting greens, golf driving range, and all other incidental uses thereto. It is the further intent of Declarant that these lands designated as Tract 30 and Tract 31 shall not be permitted for any use other than a golf course or Country Club or operations incidental thereto. These restrictions shall continue for a period of ninety-nine (99) years unless released or revised by the City Council of the City of Orlando, County of Orange,

2508-1873

State of Florida, or its successors, with the consent of Seventy-Five Percent (75%) of the property owners in Rosemont.

2. The covenant contained herein is to run with the land and shall be binding on the undersigned and on all parties and all persons claiming by, through or under them, for a period of ninety-nine (99) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tracts within Rosemont has been recorded, agreeing to change these covenants in whole or in part.

3. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

IN WITNESS WHEREOF, we have hereunto set our hands and caused the corporate seal of this corporation to be affixed hereto at Miami, Dade County, Florida, on this _____ day of NOVEMBER, 1973.

WITNESSES:

[Handwritten signature]

MGIC-JANIS PROPERTIES, INC.
BY: *[Handwritten signature]* (SEAL)
Bernard Janis, President
Attest: *[Handwritten signature]* Secretary

STATE OF FLORIDA)
)
COUNTY OF DADE)

I HEREBY CERTIFY that on this _____ day of NOVEMBER, 1973, before me personally appeared BERNARD JANIS and JAY JANIS President and Secretary respectively of MGIC-JANIS PROPERTIES, INC., a corporation under the laws of the State of Delaware, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Miami, the County and State last aforesaid.



[Handwritten signature]
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES ON _____
Always have available the correct commission number.

on the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 22 South, Range 29 East, run thence South $00^{\circ}19'50''$ East 30.00 feet for a point of beginning, said point being on the South right of way line of Lake Breeze Drive; thence South $89^{\circ}49'23''$ West 330.78 feet; thence North $00^{\circ}10'37''$ West 60.00 feet to a point on a curve having a tangent bearing of South $89^{\circ}49'23''$ West and being concave to the Northwest with a central angle of $4^{\circ}43'21''$ and a radius of 593.17 feet; thence Northwesterly along the arc of said curve 48.07 feet; thence North $41^{\circ}02'57''$ East, 638.79 feet to a point on the arc line of Section 4; thence North $01^{\circ}02'32''$ West 2251.73 feet to a point on the South right of way line of Rosemond Drive; thence South $61^{\circ}40'00''$ West along said right of way line 751.62 feet to the point of curvature of a curve concave to the Southeast with a central angle of $38^{\circ}38'39''$ and a radius of 319.19 feet; thence Southwesterly along the arc of said curve 215.29 feet to a point on a curve having a tangent bearing South $66^{\circ}58'39''$ East and being concave to the Southwest with a central angle of $85^{\circ}00'00''$ and a radius of 760.00 feet; thence Southwesterly along the arc of said curve 1127.43 feet to the point of tangency, said curve being the East line of Rosemond Section 1 as recorded in Plat Book 4, Page 19, Public Records of Orange County, Florida; thence South $18^{\circ}01'21''$ West, 125.00 feet to the point of curvature of a curve concave to the Southeast having a central angle of $31^{\circ}00'00''$ and a radius of 745.00 feet; thence Southeasterly along the arc of said curve 403.08 feet to the point of reverse curvature of a curve concave to the Northwest having a central angle of $71^{\circ}46'30''$ and a radius of 550.00 feet; thence Southwesterly along the arc of said curve 739.10 feet; thence South $39^{\circ}34'35''$ West, 60.00 feet to a point on the South right of way line of Lake Breeze Drive, said point being on a curve concave to the Northeast having a tangent bearing of North $50^{\circ}25'12''$ West, a central angle of $20^{\circ}26'46''$ and a radius of 260.00 feet; thence Northwesterly along the arc of said curve 92.78 feet to the point of tangency; thence North $29^{\circ}58'39''$ West, 70.00 feet; thence South $60^{\circ}01'21''$ West, 130.00 feet along the Southerly right of way line of Lake Wekiva Parkway; thence North $29^{\circ}58'39''$ West 132.07 feet; thence South $04^{\circ}02'44''$ West, 340.67 feet; thence North $53^{\circ}13'26''$ West, 367.26 feet; thence North $78^{\circ}20'29''$ West 255.42 feet; thence North $00^{\circ}06'15''$ East 116.45 feet; thence North $21^{\circ}31'05''$ East 185.07 feet; thence North $36^{\circ}07'27''$ East, 209.23 feet; thence North $26^{\circ}21'52''$ West, 203.78 feet; thence North $79^{\circ}30'25''$ West, 237.88 feet; thence South $03^{\circ}32'46''$ East, 121.53 feet; thence South $09^{\circ}09'13''$ East, 357.84 feet; thence South $28^{\circ}24'12''$ East, 236.53 feet; thence South $00^{\circ}06'55''$ West, 61.46 feet; thence South $00^{\circ}45'28''$ West, 303.72 feet; thence South $21^{\circ}16'14''$ West, 227.98 feet; thence South $85^{\circ}30'10''$ West, 229.55 feet; thence South $40^{\circ}31'57''$ West, 523.89 feet; thence South $04^{\circ}24'39''$ East 263.37 feet; thence South $26^{\circ}15'54''$ West 337.01 feet; thence South $52^{\circ}02'58''$ West, 357.51 feet; thence South $72^{\circ}37'13''$ West, 105.59 feet; thence South $86^{\circ}19'03''$ West, 632.45 feet; thence South $73^{\circ}10'01''$ West, 281.33 feet; thence North $63^{\circ}48'59''$ West, 422.69 feet; thence North $09^{\circ}26'51''$ East, 431.39 feet; thence North $55^{\circ}47'39''$ West, 145.00 feet to a point on the East right of way line of Lake Wekiva Parkway; thence South $46^{\circ}52'13''$ West along said right of way 505.02 feet to a curve concave to the Southeast having a central angle of $46^{\circ}23'24''$ and a radius of 525.10 feet, run thence Southwesterly along the arc of said curve a distance of 425.15 feet to the point of tangency, thence South $00^{\circ}28'49''$ West a distance of 549.24 feet, to a curve concave to the Northeast, having a central angle of $89^{\circ}30'39''$ and a radius of 231.65 feet, run thence along said curve a distance of 362.44 feet to the point of tangency, thence South $89^{\circ}09'50''$ East a distance of 332.40 feet, thence North $02^{\circ}10'57''$ East, 518.47 feet; thence South $83^{\circ}08'59''$ East 183.67 feet; thence South $39^{\circ}05'18''$ East 206.45 feet; thence South $87^{\circ}15'18''$ East 292.34 feet; thence North $78^{\circ}30'13''$ East 255.63 feet; thence South $34^{\circ}21'02''$ East 128.46 feet; thence South $25^{\circ}08'11''$ West, 480.58 feet to a point on the North right of way of Lake Wekiva Parkway; thence South $89^{\circ}09'50''$ East along said right of way 178.64 feet to the point of curvature of a curve concave to the Southeast with a central angle of $01^{\circ}10'30''$ and a radius of 2438.05 feet; thence Southwesterly along the arc of said curve, 50.00 feet; thence North $39^{\circ}17'07''$ East, 658.01 feet; thence North $75^{\circ}24'02''$ East, 117.57 feet; thence East 424.85 feet; thence South $25^{\circ}46'10''$ East, 161.01 feet; thence East 130.00 feet; thence North $06^{\circ}42'35''$ East 171.17 feet; thence South $80^{\circ}04'26''$ East, 203.04 feet; thence South $55^{\circ}49'29''$ East, 291.25 feet; thence South $34^{\circ}35'52''$ East, 176.14 feet, thence South $61^{\circ}53'03''$ East, 205.69 feet to a point on the West right of way line of Lake Wekiva; thence North $60^{\circ}18'21''$ East along said right of way line 387.32 feet to the point of curvature of a curve concave to the Southeast having a

PLAT 2508 P. 1875

central angle of $19^{\circ}00'43''$ and a radius of 160.80 feet, thence Northwesterly along the arc or said curve 60.60 feet; thence North $29^{\circ}38'15''$ East 250.00 feet; thence North $45^{\circ}00'00''$ East, 175.00 feet; thence North $35^{\circ}30'05''$ East, 240.03 feet; thence North $45^{\circ}09'03''$ East, 259.87 feet; thence North $33^{\circ}59'23''$ East 275.00 feet; thence South $66^{\circ}27'11''$ East 321.41 feet to a point on the West right-of-way line of Lake Wekiva Parkway thence North $43^{\circ}29'33''$ East 62.30 feet to the point of curvature of a curve concave to the Northwest with a central angle of $45^{\circ}40'00''$ and a radius of 713.79 feet; thence Northwesterly along the arc of said curve 544.00 feet to the point of tangency; thence North $66^{\circ}10'37''$ West 131.11 feet; thence North $89^{\circ}55'28''$ East 211.58 feet thence North $00^{\circ}18'50''$ West, 638.49 feet to the point of beginning. Being a replat of Plat 21 and a portion of Lake Breeze Drive, Rosemont Section 1 as recorded in Plat Book 4, Page 19, Public Records of Orange County, Florida also replatting all of Rosemont Section 3 as recorded in Plat Book $4\frac{1}{2}$, Page 55, Public Records of Orange County, Florida, also a replat of a portion of Tracts 4, 5 and Rosemont Section 4 and a portion of Lake Wekiva Parkway as recorded in Plat Book 4, Pages 59 thru 91, Public Records of Orange County, Florida; containing 165.725 acres more or less.

2508 Feb 1876

EXHIBIT "F"

(Page 1 of 1)

RECORDED & FIELD VERIFIED

Thomas C. ...
County Comptroller Orange Co., Fla.

ROSEMONT SECTION EIGHT

SECTION 5, TOWNSHIP 22 SOUTH, RANGE 29 EAST
CITY OF ORLANDO—ORANGE COUNTY, FLORIDA

DESCRIPTION

BEGIN AT THE NW CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 29 EAST; RUN THENCE S89°35'22"E ALONG THE 40 ACRE LINE A DISTANCE OF 2080.60 FEET TO A POINT ON THE WEST R/W LINE OF LONG ROAD; THENCE S03°55'45"W ALONG SAID R/W LINE A DISTANCE OF 1366.05 FEET; THENCE N89°48'21"W ALONG THE CENTER SECTION LINE A DISTANCE OF 500°28'40"E A DISTANCE OF 1360.38 FEET; THENCE N89°35'11"W A DISTANCE OF 654.37 FEET; THENCE N00°19'08"W ALONG THE 20 ACRE LINE A DISTANCE OF 665.44 FEET TO THE S.W. CORNER OF THE S.E. 1/4 OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 5; THENCE N01°19'54"W ALONG THE 20 ACRE LINE A DISTANCE OF 1365.78 FEET TO THE POINT OF BEGINNING CONTAINING 73.10 ACRES MORE OR LESS, BEING A REPLAT OF LOTS 41 THRU 46, 51 THRU 56 W.R. MUNGER'S SUBDIVISION AS RECORDED IN PLAT BOOK "E", PAGE 23 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING A REPLAT OF TRACT 19 AND CHEROKEE ROSE URINE, ROSEMONT SECTION 5, AS RECORDED IN PLAT BOOK 4, PAGES 190-193 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

MUNICIPALITIES & ORANGE COUNTY TAX FOR 1976

ASSESSED TO: Mgie-Janis Properties Inc.

PAGE: 5,333

MILL CODE: 6

MUN CODE: A

EXEMPT:

OVER 65 EXEMPT:

WIDOWS EXEMPT:

WIDOWS/DISABILITY EXEMPT:

DISABILITY EXEMPT:

AD EX:
COUNTY: 159.80
FD:
UITD:

NON EXEMPT: 11,552
MUNICIPAL: 103.79
DWN TWN: HX:

ID:
TOTAL: 263.59

PAID: 12-30-76
(156653-9)

RECEIPT: 4-24916

PARCEL, 190
SUB CODE: 7736

DESCRIPTION:

Lot 19, ROSEMONT, SEC I, 4/19,
4-22-29

FORD S. HAUSMAN CFA
ORANGE COUNTY PROPERTY APPRAISER
1976 TAX RATES - ORANGE COUNTY FLORIDA
DIAL 420-3571

FOR ASSESSMENTS
DIAL 420-3571
1976 TAX RATES - ORANGE COUNTY FLORIDA
INCORP 5.7844 SCHOOL B.30

FOR EXEMPTIONS
DIAL 420-3561

	UNINCORP	INCORP	FIRE	WOMH	DTI	WATER	CSFFC	SNF	MD	LERY	UNINCORP	INCORP
05 GENERAL COUNTY	14.0844	13.832									.46	14.5444 14.292
06 PROPERTY WITHIN THE CORPORATE LIMITS OF ORLANDO, WINTER PARK & MAITLAND	-0-	13.832									-0-	13.832
07 PROPERTY WITHIN THE CORPORATE LIMITS OF ORLANDO, & ORLANDO CENTRAL CITY IMP OF ORL & ORL CENT CITY IMP & FLOOD	-0-	13.832			.53						-0-	14.785
10 CONWAY FIRE	14.0844	13.832	*2.385		.83		.365				-0-	15.150
11 LAKE SUE FIRE	14.0844	13.832	*2.65					.46			16.9294	16.677
15 LAKE BARTON FIRE	14.0844	13.832	*2.85					.46			17.1944	16.942
17 KILLARNEY FIRE & LAKE KILL. WATER	14.0844	13.832	*2.54		2.45			.46			17.3944	17.142
18 KILLARNEY FIRE	14.0844	13.832	*2.54					.46			19.5344	19.282
20 CONWAY WATER, FIRE & FLOOD CONTROL	14.0844	13.832	*2.385		.75		.365	.46			17.0844	16.832
23 KILLARNEY FIRE & LITTLE LAKE FAIRVIEW WATER	14.0844	13.832	*2.54		2.45			.46			19.5344	19.282
25 FLOOD CONTROL	14.0844	13.832					.365	.46			14.9094	14.657
26 FLOOD CONTROL & PROPERTY WITHIN THE CORPORATE LIMITS OF ORLANDO	-0-	13.832					.365				-0-	14.197
27 CONWAY WATER & FLOOD WITHIN THE CORPORATE LIMITS OF EDGEWOOD	-0-	13.832	*2.95		.75		.365	.46			-0-	15.407
28 LOCKHART FIRE	14.0844	13.832	*2.95					.46			17.4944	17.242
29 LOCKHART FIRE & WOMH	14.0844	13.832	*2.95	1.00				.46			18.4944	18.242
30 CONWAY FIRE & FLOOD CONTROL	14.0844	13.832	*2.385				.365	.46			17.2944	17.042
35 FLOOD CONTROL & WOMH	14.0844	13.832		1.00			.365	.46			15.9094	15.657
36 WOMH & FLOOD CONTROL WITHIN THE CORPORATE LIMITS OF ORLANDO	-0-	13.832		1.00			.365				-0-	15.197
40 HOLDEN HEIGHTS FIRE & FLOOD CONTROL	14.0844	13.832	*2.405				.365	.46			17.3144	17.062
41 HOLDEN HEIGHTS FIRE & LAKE HOLDEN WATER & FLOOD CONTROL	14.0844	13.832	*2.405		.50		.365	.46			17.8144	17.562
45 ORLO VISTA FIRE	14.0844	13.832	*2.91					.46			17.4544	17.202
46 ORLO VISTA FIRE & WOMH	14.0844	13.832	*2.91	1.00				.46			18.4544	18.202
47 ORLO VISTA FIRE, WOMH & FLOOD CONTROL	14.0844	13.832	*2.91	1.00				.46			18.8194	18.567
48 ORLO VISTA FIRE & FLOOD CONTROL	14.0844	13.832	*2.91				.365	.46			17.8194	17.567
50 PINE HILLS FIRE	14.0844	13.832	*2.00				.365	.46			16.5444	16.292
51 PINE HILLS FIRE & WOMH	14.0844	13.832	*2.00	1.00			.365	.46			17.5444	17.292
52 PINE HILLS FIRE & FLOOD	14.0844	13.832	*2.00				.365	.46			16.5094	16.657
56 TAFT FIRE & FLOOD CONTROL	14.0844	13.832	*2.97				.365	.46			17.8794	17.627
57 TAFT FIRE, WOMH & FLOOD CONTROL	14.0844	13.832	*2.97	1.00			.365	.46			18.8794	18.627
60 UNION PARK FIRE	14.0844	13.832	*2.64				.365	.46			17.1844	16.932
61 UNION PARK FIRE & FLOOD CONTROL	14.0844	13.832	*2.64				.365	.46			17.5494	17.297
65 WEST ORANGE MEMORIAL HOSPITAL	14.0844	13.832		1.00				.46			15.5444	15.292
66 WEST ORANGE MEMORIAL HOSPITAL & SNF	14.0844	13.832		1.00				.46			16.1144	15.852
70 REDDY CREEK IMP DIST., WOMH & FLOOD CONTROL	14.0844	13.832		1.00			.365	.46		.57	15.9094	15.657
75 WOMH, WINDERMERE CANAL & FLOOD CONTROL	14.0844	13.832		1.00		.347	.365	.46			16.2564	16.004
76 ORLO VISTA FIRE, WOMH, WIND. CAN. & FLOOD	14.0844	13.832	*2.91	1.00		.347	.365	.46			19.1664	18.914
80 PINECASTLE FIRE & FLOOD CONTROL	14.0844	13.832	*3.00			.75	.365	.46			17.9094	17.657
81 PINECASTLE FIRE, CONWAY WATER & FLOOD	14.0844	13.832	*3.00			1.00	.365	.46			18.6594	18.407
82 PINECASTLE FIRE, LK JESS. WATER & FLOOD	14.0844	13.832	*3.00			1.00	.365	.46			18.9094	18.657
83 PINECASTLE FIRE, LK MARY WATER & FLOOD	14.0844	13.832	*3.00			2.45	.365	.46			20.3594	20.107
85 GENERAL COUNTY (FORMERLY WOMH)	14.0844	13.832						.46			14.5444	14.292
86 SW. FLA. WATER MANAGEMENT DIST.	14.0844	13.832						.57			15.1144	14.862
90 ZELLWOOD FIRE	14.0844	13.832	*2.59					.46			17.1344	16.882
91 ZELLWOOD FIRE & SNF	14.0844	13.832	*2.59					.57			17.7044	17.452
95 GOLDENROD-DOMMERICH FIRE	14.0844	13.832	*2.45					.46			16.9944	16.742
96 GOLDENROD-DOMMERICH FIRE & FLOOD	14.0844	13.832	*2.45				.365	.46			17.3594	17.107

NOTE: (*FIRE) ALSO APPLIES TO AMOUNT OF HOMESTEAD VALUE--(**DTI) THE FULL VALUE OF ANY REAL PROPERTY UNDER HOMESTEAD EXEMPTION IS EXEMPT FROM ORLANDO CENTRAL CITY NEIGHBORHOOD DEVELOPMENT DISTRICT

CITY MILLAGE FOR 1976

D APOKA 8.27 Q BITHLO -0- L LAKE BUENA VISTA .254 F OCOEE 5.00 C WINTER GARDEN 7.60
 K BAY LAKE .345 J EATONVILLE 7.25 E MAITLAND 6.40 A ORLANDO 8.985 B WINTER PARK 5.50
 H BELLE ISLE 1.92 N EDGEWOOD 3.00 H OAKLAND -0- C WINDERMERE 1.89

STANDARDS, CONDITIONS, RESERVATIONS AND LIMITATIONS UPON WHICH THIS ABSTRACT IS MADE

1. This abstract is based on the assumption that the section, sections or fractional portion of sections within which the caption property lies are of normal size based on and proportioned on a one mile square section and on the assumption that all dimensions, corners and facts shown on any records, plat or plats referred to in said abstract are correct, and no liability is assumed by the company for any overlaps, shortages, deficiencies or encroachments which an accurate survey of the property might disclose. Instruments which contain only a street address for a description or which do not contain a clear accurate and complete legal description are not shown in this abstract and no responsibility is assumed for ascertaining whether any such instruments affect the captioned property or for showing such instruments herein.
2. This abstract does not purport to show fictitious name affidavits and notices, or the legal status of any corporation named herein.
3. This abstract does not purport to show any improvement liens or special assessments not properly recorded in the office of the Clerk of the Circuit Court of Orange County, Florida. We suggest you check with the proper city and county authorities for any such liens not so recorded and to ascertain whether any sanitary sewer, sidewalk or street paving has been approved or commenced which may now or later result in liens being placed against said property.
4. This abstract does not include any County, Municipal or other Governmental Zoning Ordinances or other Governmental regulations. Before any construction work or substantial remodeling is commenced on the property described in the caption of this abstract we suggest that you check all zoning laws and building set back lines then in force by the County and City laws governing same.
5. This abstract does not purport to show any financing statements, chattel mortgages, retain title contracts, bills of sale or other instruments which affect or purport to affect chattels or personal property on the land described in the caption hereof whether or not the same be attached to or forms a part of said land.
6. The Lunacy, Guardianship and probate matters shown in the abstract are limited to such portions of the record as are deemed pertinent by the abstractor and are shown only on the persons named in this abstract by the names and initials shown thereon, but not otherwise, prior to the time said records show they parted with their interest in said property and the Court file or original record should be consulted as to all matters not fully shown herein.
7. This abstract does not purport to show any instruments relating to any Public or Private Utility easements or agreements shown herein subsequent to said easement order of taking in condemnation or agreement. Where the caption of this abstract includes an easement of any kind running with or appurtenant to the lands covered by caption, no instruments are shown herein on the lands covered by such easement subsequent to the instrument creating such easement.
8. No Certification is made as to any liens arising from Revenue Bonds issued by any governmental body under Chapter 159, Florida Statutes, not filed for record in the Office of the Clerk of the Circuit Court of Orange County, Florida.
9. This abstract makes no reference or certification as to any charges or liens for Utility services of any kind.

Established 1883

C E R T I F I C A T E OF FIDELITY TITLE & GUARANTY COMPANY

The foregoing Abstract No. 312346, comprising pages numbered one (1) to 362 inclusive, covers the PERIOD OF TIME FROM Earliest Records to THE DATE OF THIS CERTIFICATE, BOTH DATES included, and makes reference to or exhibits a copy or digest of all conveyances, mortgages, leases, liens, paving, sewer and other special assessments, notices of Lis Pendens and such other instruments as this company deems material which include a correct legal description of the lands in the caption of this abstract or a part thereof and which have been properly indexed and filed for record in the offices of the Clerk of the Circuit Court of Orange County, Florida.

The foregoing abstract further makes reference to or exhibits a copy or digest of all powers of attorney, affidavits, Lunsay and Guardianship proceedings, wills and Probate and Administrator proceedings on estates of decedents, unsatisfied Judgments and Decrees for Money, Federal Liens, and decrees for divorce, properly indexed and filed for record in the Offices of the Clerk of the Circuit Court of Orange County, Florida and Bankruptcy proceedings properly indexed and filed for record in the Office of the Clerk of the United States District Court for the Middle District of Florida, Orlando Division against the names in the instruments contained in the foregoing abstract by the exact names and initials as therein shown and not otherwise prior to the date said Records show said parties parted with their interest in said property; Except all Judgment and Decrees for money which appear to be satisfied of record and all judgments and decrees for money entered more than 20 years prior to the date certified to herein and EXCEPT judgments and decrees for money against mortgagees and other lien holders.

The foregoing abstract further makes reference to or exhibits all unredeemed tax certificates properly indexed and filed in the Office of the Tax Collector of Orange County, Florida, affecting the Captioned property.

No liability is assumed for any additional information shown in this abstract not certified to herein nor for any oral information given in connection herewith.

This abstract may not be copied or reproduced in any form.

This abstract has been made subject to the provisions, limitations and conditions set forth in STANDARDS, CONDITIONS, RESERVATIONS AND LIMITATIONS UPON WHICH THIS ABSTRACT IS MADE and same are incorporated in this Certificate and made a part hereof.

This Certificate is issued in consideration of the payment of all charges for the preparation of the foregoing Abstract and no liability is assumed hereunder unless said payment is made before loss appears and Certificate of full payment appended hereto is certified by an officer of this company.

IN WITNESS WHEREOF, the said Company has caused this Certificate to be signed in its name and its Corporate Seal to be hereto affixed at Orlando, Florida, this 14th day of February, A.D. 1977.

FIDELITY TITLE AND GUARANTY COMPANY,

By: *Amberlynn* President.

Abstracter: Byrd
Typist: Paradise

THIS IS TO CERTIFY that all charges due on the foregoing Abstract No. 312346 have been paid in full this _____ day of _____ A. D., 19 _____

BY: _____
President.