#### SUBSCRIPTION AND PURCHASE AGREEMENT

WHEREAS, CHUCK TAYLOR, INC.,

(hereinafter called Developer) is constructing a multi-family housing project, to be known as THE VINEYARD a condominium, located in Apopka, Orange County, Florida; and

WHEREAS, the said project is proposed as a condominium; and

WHEREAS, it will be necessary to establish a non

profit Florida corporation, the members of which will be owners of the individual condominium apartment units, said non-profit corporation to have as its major function the operation and maintenance of the common areas and facilities of the condominium;

IT IS THEREFORE AGREED AS FOLLOWS:

- 1. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFFRENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUERED BY SECTION 718.503. FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.
- - upon the execution of this agreement;
  - (b) \$ within i days from the hereof;
- (c) \$ cash or cashiers' check upon the completion of the unit being purchased and titled being passed from Developer, to the Purchaser.
- 3. The Purchaser, at closing, will receive fee simple title by a general warranty deed and title insurance covering

# RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges receipt of the items checked below, as required by the Condominium Act, relating to THE VINEYARD, a condominium, physically located at 2 Thompson Road, Apopka, Florida, 32730

Place a check in the column by each item received. If an item does not apply, place "N/A" in the column.

aa	}
<u>ITEM</u>	RECEIVED
PROSPECTUS	X
DECLARATION OF CONDOMINIUM	i X
ARTICLES OF INCORPORATION	X
RY-LAWS	X
ESTIMATED OPERATING BUDGET	X
FORM OF AGREEMENT FOR SALE	X
COVENANTS AND RESTRICTIONS	:N/A
GROUND LEASE	N/A
MANAGEMENT AND MAINTENANCE	
CONTRACTS FOR MORE THAN	1
ONE YEAR	N/A
RENEWABLE MANAGEMENT CONTRACTS	N/A
LEASE OF RECREATIONAL AND	;
OTHER FACILITIES TO BE USED	•
EXCLUSIVELY BY UNIT OWNERS	N/A
OF SUBJECT CONDOMINIUMS	N/A
FORM OF UNIT LEASE IF A LEASEHOLD	N/A
DECLARATION OF SERVITUDE	, N/A
STATEMENT OF CONVERSION CONDITIONS	1 X
PLOT PLAN AND FLOOR PLAN	
SURVEY OF LAND AND GRAPHIC DESCRIP-	χ
TION OF IMPROVEMENTS	
RULES AND REGULATIONS	: N/A
SALES BROCHURE	N/ A
PHASE DEVELOPMENT DESCRIPTION	i A
LEASE OF RECREATIONAL AND OTHER	į
FACILITIES TO BE USED BY UNIT	: ! N/A
OWNERS WITH OTHER CONDO'S	· N/ A
DESCRIPTION OF MANAGEMENT FOR SINGLE	
MANAGEMENT OF MULTIPLE CONDUMINIUMS	N/A N/A
CONVERSION INSPECTION REPORT	- N/A
CONVERSION TERMITE INSPECTION REPORT	X
EXECUTED ESCROW AGREEMENT	<del>-                                    </del>
PLANS AND SPECIFICATIONS	^
	. TURDING WOIT

HIS AGREEMENT IS VOID F THE BUYER'S INTENT! F EXECUTION OF THIS A F ALL OF THE ITEMS RI DEVELOPER UNDER SECTION EXTEND THE TIME FOR COMMYS AFTER THE BUYER IS	GREEMENT BY TEQUIRED TO BE DN 718.503, FL	THE BUYER, AND DELIVERED TO H LORIDA STATUTES PERIOD OF NOT M	RECEIPT BY IM BY THE BUYER N ORE THAN 1	BUYER AAY LS D.
Executed this d	ay of	, A.	D., 1981.	•
Purchaser				

Purchaser

both his unit and his interest in the common elements and facilities. Said warranty deed and title insurance shall be subject to the following:

- (a) Any and all easements, restrictions, reservations, or limitiations of record.
- (b) All of the terms, conditions, obligations and easements binding upon the owners of individed interest in the lands and improvements particularly set forth in the Declaration of Condominium of THE VINEYARD, a condominium, as recorded in the Public Records of Orange County, Florida.
- (c) All taxes and assessments for the current year and subsequent years.

The Title Insurance will, in addition, contain any standard exception usually contained in title insurance commitments and policies customarily used in residential real estate transactions in ORANGE COUNTY, Floridh. The Developer shall pay for the State Documentary Stamps on the Warranty Deed, and the costs of the premium on the Title Insurance Policy to be issued to Purchaser.

The Purchaser shall pay the recording fee for the Warranty Deed. The maintenance fee, Hazard Insurance and Ad Valorem Real Estate Tax shall be pro-rated as of the closing date.

4. The lands upon which THE VINEYARD will be located are situate, lying and being in Orange County, Florida, particularly described as follows, to-wit:

Commencing at the Northeast corner of Lot 7, Subdivision of the Stewart Homestead as recorded in Miscellaneous Book 3, page 398, of the Public Records of Orange County, Florida, run thence South along the East line of said Lot 7 and the centerline of Thompson Road 900.00 feet; thence run N 89°54'40"W. 30.00 feet for the point of beginning on the West right of way ITne of Thompson Road; thence run South along said right of way line 100.00 feet; thence N 89°54'40"W. 370.00 feet; thence South 222.25 feet to the North right of way line of First Street; thence run Westerly along said right of way line 23.1 feet; thence N 80°54'40"W. 75.00 feet; thence N 80°05'42"E. 128.33 feet to a point 370 feet N 89°54'40"W. From the point of beginning; thence S 89°54'40"W. From the point of beginning.

- 5. Developer hereby agrees that all sums received as deposits on account of the purchase of the unit under paragraphs 2 above shall be held in escrow and shall be placed in an escrow account with MICHAEL A. CROAK, attorney At Law, and member of The Florida Barl Association, One West Park Avenue, Eustis, Florida 32726, acting as escrow agent under Chapter 718.202, Florida Statutes. The Purchaser may obtain a receipt for his deposits from the escrow agent upon request. The escrow agent shall pay any escrowed funds to the Developer at the closing of this transaction.
- 6. If Purchaser fails to perform any of the covenants of this agreement, at the option of Developer all deposits made pursuant to this Agreement, by Purchaser as aforesaid,

shall be paid to Developer as consideration for the execution of this agreement and in full settlement of any claims for damages, and the Developer and the Purchaser shall be relieved of all obligations to each other under this agreement.

- 7. If the Developer fails to perform any of the covenants of this Agreement or if the Purchaser properly terminates this Contract pursuant to the terms hereof, all deposits made pursuant to this agreement by Purchaser as aforesaid shall be paid to the Purchaser and the Developer and the Purchaser shall be relieved of all obligations to each other under this Agreement.
- 8. The purchaser shall not be entitled to possession of his apartment for his occupancy, storage of goods and furniture, or otherwise, until this transaction shall have closed. There shall be no extras or allowances unless the exact nature and charge or credit therefor are agreed in writing by the parties hereto.
- At least ten (10) days prior to anticipated substantial completion of the Purchaser's apartment unit, Developer will notify the Purchaser of the same and shall, in such notice, advise the Purchaser of the day and time of the closing of this transactionwhilch shall be no later than twenty (20) days after anticipated substantial completion of said apartment; and the place of closing shall be at the office of the Developer or at such other place as the Developer may direct. The provisions of this Agreement shall not survive the closing, and the execution of the closing statement and/or any other closing documents shall constitute a conclusive presumption of the Purchaser's acceptance of the premises and the Developer's performance of each of its promises and covenants set forth herein. The closing date shall be a maximum of thirty (30) days after notification as set forth above. No extensions of time of closing given by the Developer shall be effective unless in writing.
- 10. The Purchaser shall not assign this agreement or the Purchaser's rights hereunder, without the prior written consent of the Developer. Subject to the provisions hereof, this agreement shall bind and apply to the parties hereto and their personal representatives, successors and assigns.
- 11. This Agreement contains the full understanding of the parties hereto and may not be amended, altered or discharged except by another Agreement in writing signed by the parties hereto.
- 12. MICHAEL A. CROAK, Attorney, has agreed to act as the Escrow Agent, as hereinabove provided. It is clearly understood and agreed by the parties hereto that notwithstanding anything in this agreement, expressed or implied, said Attorney has no interest in the subject matter of this Agreement other than as such Escrow Agent, and his duties, obligations and liabilities hereunded are limited solely to the functions required of him as Hiscrow Agent, as specifically set forth herein, and hd shall have no other duties, obligations or liabilities, implied or otherwise, other than those specifically stated. It is further specifically understood and agreed by the parties hereto that said Attorney shall have no duty, responsibility or liability to make any inspection of the premises or of the improvements, nor shall he have any duty or responsibility in connection with any of the other covenants, agreements, or warranties contained herein.

- 13. The Developer hereby expressly reserves the right to make substitution of comparable facilities, materials, and/or appliances in the Condominium Project for those contained in any plans and specifications hereinabove referred to.
- 14. In connection with any litigation including appellate proceedings arising out of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 15. If Buyer fails to perform this Contract within the time specified, the deposit(s) paid by the Buyer aforesaid may be retained by or for the account of Seller as liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon all parties shall be relieved of all obligations under the Contract; or Seller, at his option, may proceed at law or in equity to enforce his legal rights under this Contract. If, for any reason other than failure of Seller to render his title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of his deposit(s) without thereby waiving any action for damages resulting form Seller's breach.
- 16. THIS AGREEMENT IS VOLDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

this Subscription at	REOF, the parties hereto have executed and Purchase Agreement this, A.D., 19 p.
WITNESSES:	CHUCK TAYLOR, UNC.
	The state of the s

WITNESSES:	CHUCK TAYLOR, UNC.	
	By:	
		(SUAL)
		(SEAL)
	PURCHASERS	
	PURCHASERS	(SEAL)

- 4 -

# THE VINEYARD CONDOMINIUM ASSOCIATION, INCORPORATED

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Charter 617, Florida Statutes, and certify as follows:

#### ARTICLE I. NAME

The name of the corporation shall be THE VINEYARD CONDOMINIUM ASSOCIATION, INCORPORATED, and its mailing address shall be 2 N. Thompson Rcad, Apopka, Florida, 32703 For convenience, the corporation shall be referred to in this instrument as the Association.

The name of the initial registered agent of this corporation is CHUCK TAYLOR, whose address is 8923 Tibet Bay Drive, Orlando, Florida, 32811, who, by execution hereof, accepts his appointment.

#### ARTICLE II. PURFOSE

- 2.1 The purpose for which the Association is organized is to provide an entity pursuant to Florida Statutes 718.111 for the operation of THE VINEYARD CONDOMIUM ASSOCIATION, INCOR-PORATED, a condominium, to be located on certain lands in Orange County, Florida.
- 2.2 The Association shall make no distributions of income to its members, directors or officers.

# ARTICLE III. POWERS

The powers of the Association shall include and be governed by the following provisions:

- 3.1 The Association shall have all the common law and Statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, and all those powers of an association provided in Florida Statutes 718.111.
- 3.2 The Association shall have all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration as presently drafted and as it may be amended from time to time, including but no? limited to the following:

LOUG LIMEN IN THE PROPERTY

- (a) To make and collect assessments against members to defray the costs, expenses and losses of the condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate the condominium property.
- (d) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.
- (e) To reconstruct improvements after casualty and the further improvement of the property.
- (f) To make and amend reasonable regulations respecting the use of the property in the condominium.
- (g) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.
- (h) To contract for the management of the Condominium and to delegate to such contractor and manager all power and duties of the Association, except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.
- (i) To contract for the mangement or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.
- (j) To employ personnel to perform the services required for proper operation of the condominium.
- (k) To pay taxes and assessments which are lien against any part of the condominium other than the individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.
- ' (1) To pay the cost of all power, water, sewer and other utility services rendered and not billed to owners of individual units.
  - 3.3 The Association shall have the gower to purchase

a unit (within the meaning of the Declaration of Condominium) and to hold, lease, mortgage and convey the same.

3.4 All funds and the titles to all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the By-Laws.

#### ARTICLE IV. MEMBERS!

- 4.1 The members of the Association shall consist of all unit owners in all phases (within the menning of the Declaration of Condominium), and after termination, if ever, of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.
- 4.2 Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing a record title to a unit (within the meaning of the Declaration of Condominium). The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.
- 4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit.
  - 4.4 The owner of each designated unit as a member of the Association shall be entitled to one vote for each designated unit owned. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

#### ARTICLE V. DIRECTORS

- 5.1 The affairs of the Association will be managed by a Board consisting of the number of directors fixed by the By-Laws, but not less than three (3) directors. The Board shall be known as the Board of Directors
  - S.2 The Directors of the Association shall be elected at the annual meeting of the members in the manner specified by the

By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

5.3 The names and addresses of the members of the first Board who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

> CHARLES C. TAYLOR 8923 Tibet Bay Drive Orlando, Florida 32811

DOROTHEA M. TAYLOR 8923 Tibet Bay Drive Orlando, Florida 32811

MICHAEL A. CROAK P. O. Drawer Q Eustis, Florida 32726

# ARTICLE VI. OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are

President: CHARLES C. TAYLOR 8923 Tibet Bay Drive Orlando, Florida 32811

as follows:

Secretary-Treasurer: DOROTHEA M. TAYLOR 8923 Tibet Bay Drive Orlando, Florida 32811

Vice President: MICHAEL A. CROAK P. O. Drawer Q Eustis, Florida 32726

# ARTICLE VII. INDEMNIFICATION

Every director and officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Corporation, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such directors or officers may be entitled.

# ARTICLE VIII. BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws, by the Board

# of Directors and members.

# ARTICLE IX. AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- 9.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- 9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by
  members of the Association. Directors and members not present
  in person or by proxy at the meeting to consider the amendment
  may express their approval in writing, provided such approval

is delivered to the Secretary at or prior to the meeting.

Except as hereinafter provided, approval of a proposed amendment must be either by:

- (a) Not less than a majority of the entire membership of the Board of Directors and not less than three-fourths (3/4) of the votes of the entire membership of the Association,
- (b) Not less than three-fourths (3/4) of the votes of the entire membership of the Association.
- 9.3 No amendment shall make any change in the qualifications for membership nor the voting rights of members, without approval in writing by all members and joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.
- 9.4 A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Orange County Florida.

# ARTICLE X. TERM

The term of the Association shall be perpetual.

### ARTICLE XI. SUBSCRIBERS

The names and addresses of the subscribers to these

Articles of Incorporation are as follows:

CHARLES C. TAYLOR 8923 Tibet Bay Drive Orlando, Florida 32811 DOROTHEA M. TAYLOR 8923 Tibet Bay Drive Orlando, Florida 32811

MICHAEL A. CROAK P. O. Drawer Q Eustis, Florida 32726

# ARTICLE XII. I. R. C. MATTERS

Anything in the Articles, By-Laws of the Association or Declaration of Condominium to the contrary notwithstanding, this Association shall not have the power to engage in any activity not permitted to be carried on by a condominium association within the meaning of the Internal Revenue Code, Section 528 (or any corresponding provisions of any further U.S. revenue law).

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on this 25 day of Absente, 1981.

Direction In Taylor

STATE OF: FLORIDA

COUNTY OF LAKE

BEFORE ME, the undersigned authority; on this day personally appeared Charles C. Taylor Dougher At Taylor Muhael A. Crockenho, being duly sworn, severally acknowledged the execution of the foregoing Articles of Incorporation of THE VINEYARD,
-INCORPORATED for the purposes expressed in such Articles.

WITNESS my signature and official scal at in the State and County last aforesaid, this day of Workson, 1981.

My Commission Expires:

My Commission Expires July 30, 1985

### THE VINEYARD CONDOMINIUM ASSOCIATION RULES AND REGULATIONS Adopted April 1, 1991

PLEASE UNDERSTAND, these Rules and Regulations have been drawn up due to the numerous complaints turned in over the course of the years. We, as the board, are trying to address these problems and create simple but effective solutions to the problems here at the Vineyard. BUT... rules and regulations are still only as good as, we, the residents, choose to make them and cooperate with others.

Any notification letter or fine will be done through the Management Service. The Management Service will work with the Board of Directors on unusual situations.

If you have a dispute with the complaint being registered against you, your tenant or guest please notify our Management Service as soon as possible so the Board can resolve the problem as promptly as possible.

Fines will be directly placed on your Vineyard account with an outstanding balance until paid. If you accrue a late charge due to not paying your fine, the late charge(s) are outstanding until such fine(s) are paid.

\*\*\*\*\* Please remember when reading the following paragraphs that the Board is simply trying to protect your rights as an owner to live in a community that is safe, reasonably quiet and kept clean.

### A. SALE AND LEASE OF UNITS:

- This document supersedes any agreement or contract with lessees and if violated is subject to fines and/or termination of said contract.
- It shall be the responsibility of all home owners to notify the manager in writing of the following information concerning all prospective buyers or lessees of their units.
- PENALTY: A fine no less than \$5.00 and as high as \$25.00.

  a. SALE/LEASE Names of all the occupants (not to exceed four (4) except Bldg. 5, which is not to exceed six (6).

b. SALE/LEASE - Age(s) of all minor child(ren).

- c. SALE/LEASE -That occupants have been provided a copy of this document.
- d. SALE That prospective purchasers have been provided with the Declaration of Covenants, Conditions and Restrictions (i.e. the Vineyard Documents).
- e. LEASE A resident history covering the past 3 years on the perspective lessee. This needs to be complete with previous names of landlords, addresses, phone numbers and months or years residing there, and then turned into the board not less than 2 weeks before you, the owners final approval.
- 3. The board has the right to terminate a lease agreement with any leased unit that is found to be in continued violation with the Rules and Regulations, and/or a problem with surrounding neighbors and/or a menace to our community. This decision will be based on documents registered against the leased unit, kept on file at the management office. The owner of the unit will be notified of the events taking place so when and if a termination does arise there has been ample notice of the situation.

To protect the owner there must be at least a 30 day notice of lease termination but no more than a 90 day notice. PENALTY: A \$25.00 fine for every month the lessees are not removed.

4. Owners of leased units are solely responsible for the timely payment of all association fees and assessments and the lessees compliance with these rules and regulations, regardless of any agreement with the lessees.

PENALTY: A fine starting at \$5.00 and as high as \$25.00.

a. Owners will keep the manager informed of current mailing address.

b. No unit may be leased for a period of less than six (6) months.

c. The manager is to be provided a copy of all lease agreements.

d. Owners shall be responsible for any damage to common areas caused by their tenant.

5. Due to problems that can and have occurred by lessees over the years, owners of leased units are required to keep a \$50.00 security fee on deposit in their Vineyard account to cover any damages or fines incurred by lessees.

PENALTY: \$5.00 fine for every month the \$50.00 security is not on deposit, starting at the onset of the lessees moving in.

#### B. PETS:

- Pets are defined as domestic dogs, cats, birds and small caged animals, such as hamsters.
- No more than two (2) pets may be kept by the occupant(s) of any unit.
   PENALTY: Four (4) weeks to resolve the problem and a fine of up to \$25.00 a month.
- 3. All pets, must be walked on a leash OR supervised outside the unit; and then, only on the extreme perimeter of the common grounds. If any accident occurs elsewhere, the pet owner is responsible for immediate clean-up.

  PENALTY: A letter of notification concerning the problem and/or a \$ 5.00 fine.
- 4. Pet Disturbance: See page 6 of this document.

## C. ARCHITECTURAL CONTROL:

- All external alterations to the building or the grounds, including landscape planting, must be approved by the Board of Directors.
   PENALTY: A notification letter and/or up to a \$25.00 fine.
- 2. Personal items such as lawn chairs, bicycles, hoses, towels, shoes, coolers, brooms, bathing suits, etc. must not be placed at front doorways or otherwise so as to be visible from front walkways, common areas or the roadway.
  PENALTY: A letter of notification and/or a clean-up charge, starting at \$5.00.
- 3. Back porches and yards are to be kept clean and orderly for the sake of overall beautification and a courtesy to us, the Vineyard residents. They are not to be made into storage areas for large quantities of household overflow or a pet waste area.

  PENALTY: A notification letter and/or a clean up charge starting at \$5.00.

4. Any owner who has enclosed a common area (with Board of Directors approval) shall assume total responsibility for the maintenance of said area including any added fence sections and gates. Note: just because an owners area is fenced does not mean that the property can be left unmaintained. These owners will be expected to keep their area maintained to the standard of the Vineyard grounds.

PENALTY: A notification letter and/or a clean-up charge starting

at \$5.00.

5. Please do not litter. Think CLEAN. Please pick "it" up if you see "it" and dispose of "it" properly. That is one way to THINK CLEAN, THANK YOU!

PENALTY: Notification letter and/or a clean-up charge starting at \$5.00.

#### D. PARKING:

- 1. Each unit has been assigned specific parking spaces per the attached diagram. It is the responsibility of residents to notify their visitors, workmen and guests to park only in the resident's assigned spaces or in spaces identified for use by quests.
- 2. Any resident or visitor who continues to be in violation of the rules and regulations pertaining to parking of vehicles, will be subject to having the offending vehicle(s) towed at owner's expense. Please park in designated areas only. This is a constant complaint area and we would rather you fix it, then us deal with it.

PENALTY: 1. Notification letter (per unit/owner) 2. \$5.00 fine 3. Towed at the violators expense

- Repairing or servicing of vehicles on the property is not permitted, except for minor repairs of an emergency nature (flat tire, dead battery).
   PENALTY: 1. Notification letter. 2. \$5.00 fine. 3. Towed at violators expense.
- 4. No vehicle other than a non-commercial passenger vehicle may be parked overnight on any lot or on the common area except in those areas that may be specifically designated and set aside for such purposes. This includes boats, trailers, broken down vehicles, etc.

PENALTY: 1. Notification letter 2. \$5.00 fine 3. Towed at violators expense.

#### E. TRASH DISPOSAL:

- 1. BACK DOOR trash pickup service is provided twice weekly, to be placed in the can not the bag, PLEASE. The animals make a mess of the garbage.
  - a. Trash must be in standard size plastic bags of durable quality.
  - b. Residents are REQUIRED to place garbage bags in a covered plastic or metal container to protect it from wandering animals. It is the resident's responsibility to promptly clean up any mess caused by animals tearing open garbage bags and scattering the contents.

PENALTY: Notification letter and/or \$5.00 fine

c. Trash containers are to be placed at the rear entrance or designated garbage pickup area prior to 7:00 a.m. of the designated pickup mornings. If you have a porch, fenced yard, stairs etc., you need to place the garbage outside the porch or at the bottom of the stairs.

#### F. SIGNS:

- 1. No signs, posters, realtor signs or advertisements of any type will be erected or attached to the interior or exterior of any building or any part of the property grounds, lawn, front door, windows. etc. The manager is authorized to erect a compatible sign at the entrance inviting inquiries about rental and sale availability. Owners or their agents may provide manager with information about their units.
  PENALTY: Notification letter and/or \$5.00 to \$25.00 fine
- 2. Approved "For Sale" signs will be made available through the maintenance manager for a reasonable fee. You should contact the property manager for the specifics on how you or your realtor can market the unit for sale at the mail box area.

#### G. COMMON AREAS:

- 1. Defined in the condominium documents.
- Walkways are for walking only no running, skateboarding, biking, etc.
   PENALTY: Notification letter and/or a \$5.00 to \$25.00 fine.
- 3. The speed limit will be strictly enforced as posted.

  Reckless driving will not be tolerated due the closeness of the complexes. Please drive with care and consideration of the residents, visitors, children and animals.

  PENALTY: If there is continued complaints on a specific vehicle, they will be subject to a notification letter and/or a \$5.00 to \$25.00 fine.

#### H. DISTURBANCES:

- Noise: No loud noise such as parties, stereos, T.V.'s, musical instruments, pets, etc. Please keep all noises down especially between the hours of 10:00 p.m. and 7:30 a.m.
   PENALTY: Notification letter and/or a fine from \$5.00 to \$25.00
- 2. No loitering in any numbers. PENALTY: Subject to removal, notification letter and/or a fine from \$5.00 to \$25.00.
- No use of recreational facilities from 10:00 p.m. to 7:30 a.m.
   PENALTY: Notification letter and /or \$5:00 to \$25.00 fine.

# I. EFFECTIVE DATE AND RESPONSIBILITY:

These Rules and Regulations became effective upon adoption by the Board of Directors and are binding on all residents. Unit owners must assume responsibility for any violation(s) by their tenant(s) or their guest(s).

If you have any complaint or problem PLEASE contact our Management Service for advice, instructions, or how to get more information that may not be covered by this document.

Adoption Date: April 1, 1991

85-0510 GB Morrill

# 2353773 CRANGE

Jul 24 4 35 PH '85 0.1. 3337 Pt 2675 A F F I D A V I T

900

STATE OF FLORIDA

COUNTY OF ORANGE

٠:

Re: Survey, Plot Plan & Graphic Description of Improvements, Phase IV, THE VINYARD, a Condominium, Section 11, Township 21 South, Range 28 East, Orange County, Florida.

Before the undersigned authority authorized to accept acknowledgments and administer oaths in the state and county aforesaid, personally appeared A. L. PRECOURT , who being first duly sworn according to law, deposes and says:

That he, being a surveyor authorized to practice in the state of Florida, does hereby certify that a survey was made of the lands described on Exhibit C-IV attached hereto and made a part hereof, and dedicated to condominium use, with the improvements as shown and demonstrated thereon described in the survey and plot plans with graphic description of improvements designated as Exhibit C-IV inclusive, with the Declaration as recorded in Official Records Book 3401, Page 1750, Public Records of Orange County, Florida and it is a correct representation of all improvements so that the material, together with the provisions of the Declaration describing the condominium project is an accurate representation of the location and dimensions of improvements completed or under construction and that the identification, location and dimensions of the comment and of each unit can be determined from their materials.

A. L. PRECOURS

Reg. Land Sarveyor

No. 1100

State of Florida

Sworn to, subscribed, executed and acknowledged before me this 23. day of 2. . 1985.

WATER PUBLIC

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES JULY 27, 1986 BOWDED THROUGH MUMOSAHASHTON INC.

THIS INSTRUMENT PREPARED BY:
James K. Rush
Anderson & Rush
322 E. Central Blvd.
Orlando, FL 32801

THANK BAIRWING

STREET

DYER, RIDDLE, MILLS AND PRECOURT, INC.

SURVEY AND PLOT PLAN

EXHIBIT

C-IV

# EXHIBIT C-IX SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS PHASE-IX

THE VINEYARD
A CONDOMINIUM

SECTION 11 , TOWNSHIP 21 SOUTH , RANGE 28 EAST ORANGE COUNTY , FLORIDA

Comment of the state of the sta

RECORDED & RECORD VERIFIE

Thomas H. Locker

County Comptroller, Orange Co., Illa



Scare House

2218805 CRANCE HOV 1 9 10 AH 'E4 C.s. 3572 10 179 129 129

DECLARATION AND AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE VINEYARD, A CONDOMINIUM

Made this <u>22m</u> day of <u>OCTOBER</u>, A.D., 1984, by CHUCK TAYLOR, INC., A Florida corporation, herein called "Developer".

WITNESSETH:

WHEREAS, the Developer recorded a Declaration of Condominium of THE VINEYARD, a Condominium, on February 1, 1982, in O.R. Book 3256, pages 2393 through 2436, Public Records of Orange County, Florida, and subsequent Amendments thereto, and

WHEREAS, the original Declaration as amended provided for certain real property contained within the Declaration to be a common element owned by all unit owners in undivided shares, and also provided for the Development of the Condominium in Phases, and

WHEREAS, the Developer is desirous of amending the common elements as shown on the original Declaration as amended to delete and remove certain real property as part of the common elements, and to dedicate certain real property described herein comprising Phase VI to the Condominium form of ownership, which said real property will contain additional portions to be common elements to be owned by all unit owners in undivided shares, and

WHEREAS, all units owners in THE VINEYARD, A Condominium, have consented to the Amendment to the common elements made by the Developer as evidenced by their Consents and Joinders attached hereto and by reference incorporated herein;

NOW THEREFORE, the Developer makes the following Amendment:

 Released Common Elements. The following desribed real property is released from the condominium form of ownership as common elements owned by all unit owners in undivided shares, to wit;

# c.s. 3572 rs 80

Begin 399.3 feet West of the Southeast corner of Lot 7, Subdivision of Stewart Homestead, according to the plat thereof, recorded in Miscellaneous Book "3", Page 398, Public Records of Or≥nge County, Florida; run West 23.1 feet, thence North 255.75 feet, thence East 23.1 feet, thence South 255.75 feet to the point of beginning.

- 2. <u>Purpose</u>. The purpose of this Declaration is to submit the lands and improvements described hereafter to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called the "Condominium Act".
- 3. Name and Address. The name by which this condominium is to be identified is:

THE VINEYARD, PHASE I
THE VINEYARD, PHASE II
THE VINEYARD, PHASE IV
THE VINEYARD, PHASE V
THE VINEYARD, PHASE V
A CONDOMINIUM

and its address is: 1075 Love Lane
Apopka, Florida 32703

4. The undivided share in the land and other common elements appurtenant to each unit is:

All units (51) Phase I, II, III, IV, V and VI, 1/51th

5. The Land. The lands owned by the Developer in fee simple absolute whichm, by this instrument, are submitted to the condominium form of ownership, as THE VINEYARD, PHASE VI, are the following described lands lying in Orange County, Florida:

Begin 226.2 feet West of the Southeast corner of Lot 7, Subdivision of Stewart Homestead, according to the plat thereof, recorded in Miscellaneous Book "3", page 398, Public Records of Orange County, Florida; run West 173.1 feet; thence North 255.75 feet; thence East 173.1 feet; thence South 255.75 feet to the point of beginning.

6. The Developer does hereby amend "Exhibit A", Plot Plans and Floors, of the Declaration of Condominium of THE VINEYARD, A Condominium, recorded in O. R. Book 3256, pages 2393 through 2436, Public Records of Orange County, Florida, as amended, by including therein and incorporating in said Declaration the Plat Plan attached hereto marked C VI-1 thru 6 as the Plat Plan of THE VINEYARD, and the Plat Plan of THE VINEYARD, PHASE VI.

7. All covenants, terms, provisions, servitudes, easements, and restrictions contained in the original declaration of THE VINEYARD as previously amended shall be binding upon and inure to the benefit of the real property and improvements hereby dedicated as THE VINEYARD, PHASE VI.

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

CHUCK TAYLOR, INC.

Taylor

President

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE me, the undersigned authority, duly authorized in the State and County last aforesaid to take acknowledgements personally appeared Charles C. Taylor, President of Chuck Taylor, Inc., known to me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the use and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this Zine day of October

My Comm. Expirés

Notary Public, State of My Commission Expires April 18, 1985 Bonded by American Fire & Casualty Co.

#### cir. 3572 rc 82

#### The Vineyard Condominium Phase VI Legal Description

Begin 249.3 feet West of the Southeast corner of Lot 7, Subdivision of Stewart Homestead, according to the plat thereof, recorded in Miscellaneous Book "3"; Page 398, Public Records of Orange County, Florida; run West 173.1 feet; thence North 255.75 feet; thence East 173.1 feet; thence South 255.75 feet to the point of beginning less the south 30' for right of way of First Street.

#### GENERAL NOTES

1. L.C.E. - denotes Limited Common Elements.

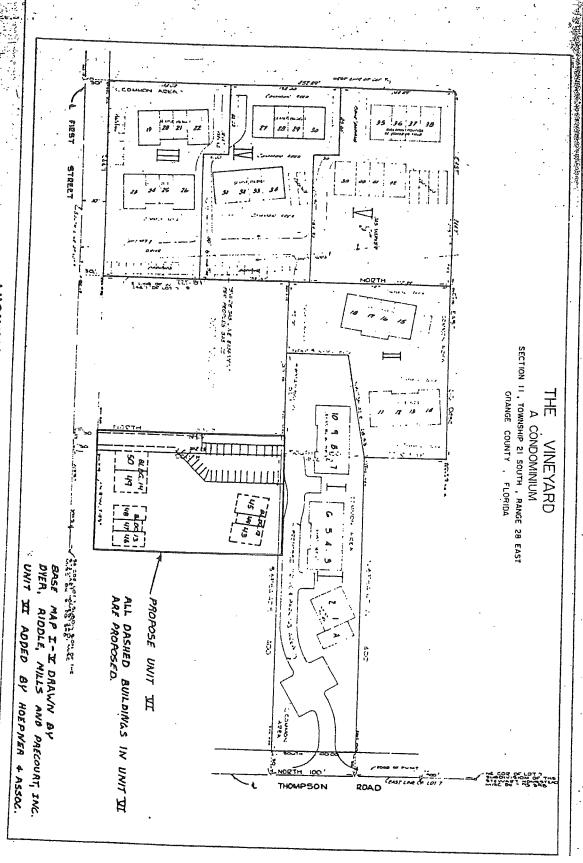
2. Limited Common Elements shall include first floor patios, stoop, solariums and balconies on the second floor of the unit.

3. Thompson Road and First Street are dedicated public right-of-ways

provided ingress and egress.

4. Each unit is composed of an apartment, the dimensions of which as shown hereon are average to unfinished walls and ceilings, and to finished floors and thus each Unit (apartment) consists of the space bounded by a vertical projection of the Unit Boundary Lines as shown bereon and the horizontal planes at the floor and ceiling elevations as shown for each respective building and respective floor contained therein, notwithstanding the actual location of walls, ceilings and floors, the Units shall consist of the space herein defined.

The undersigned, being a surveyor authorized to practice in the State of Florida, does hereby certify that a survey was made of the lands described herein and dedicated to condominium use, with the improvements as shown and demonstrated hereon described in the survey and plot plans with graphic description of the improvements designated as Exhibit , inclusive, with the Declaration as recorded in Official Record Book Records of Orange County, Florida, and it is a correct representation of all improvements so that the material, together with the provisions of the Declaration describing the condominium property is an accurate representa-tion of the location and dimensions of the improvements completed or under construction and that the identification, location, and dimensions of the common elements and of each unit can be determined from their materials.



SCINTY

NAP MAP

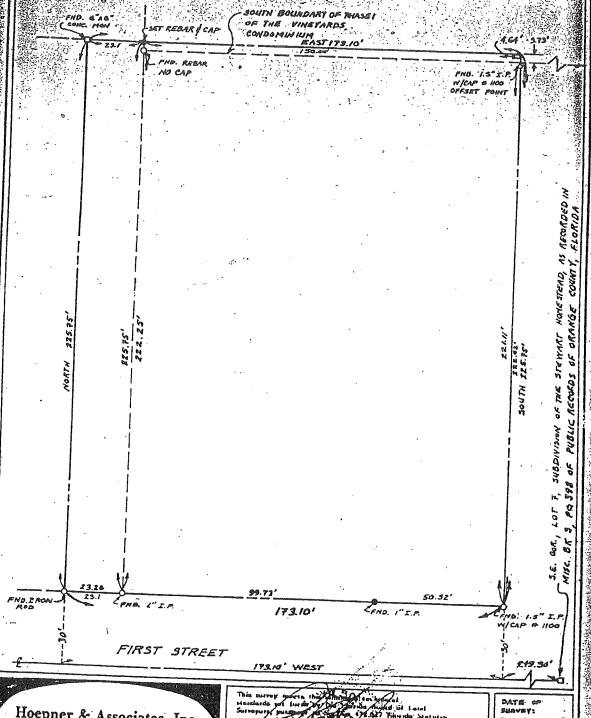


PLAT OF SURVEY

The Vineyard Condominium Phase VI I.I. 3572 PG 84
Legal Description

SCALE 1 30

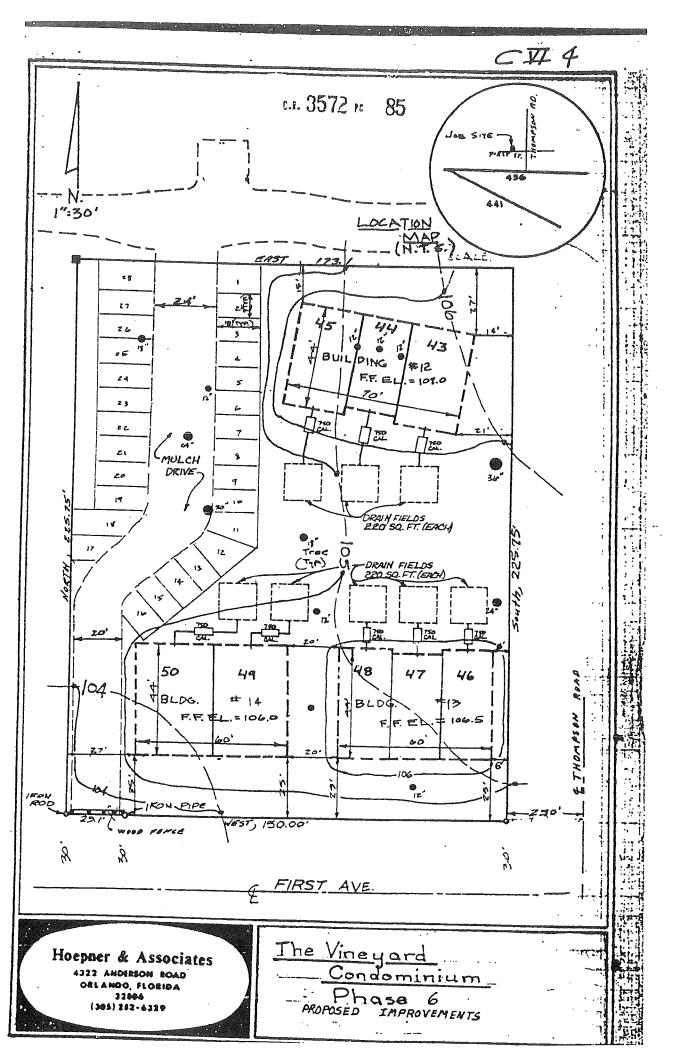
Begin 249.3 feet West of the Southeast corner of Lot 7, Subdivision of Stewart Homestead, according to the plat thereof, recorded in Miscellaneous Book "3", Page 398, Public Records of Orange County, Florida; run West 173.1 feet; thence North 255.75 feet; thence East 173.1 feet; thence South 255.75 feet to the point of beginning less the south 30' for right of way of First Street.

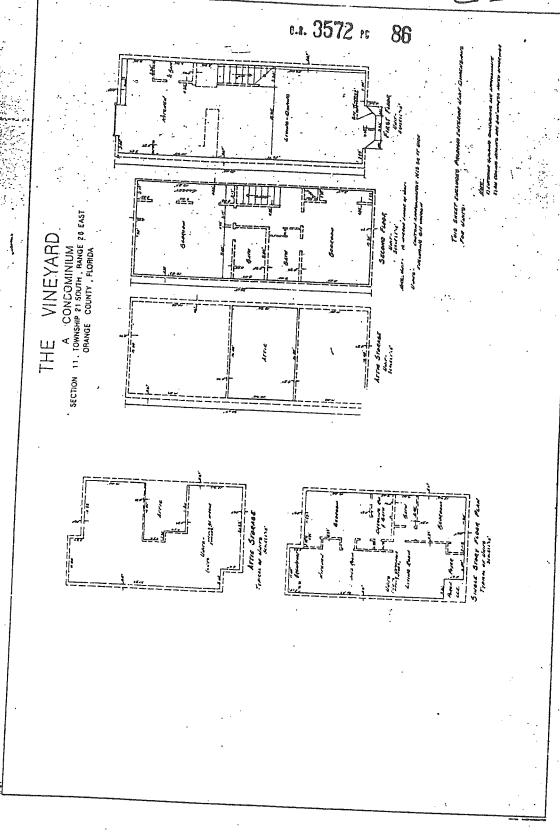


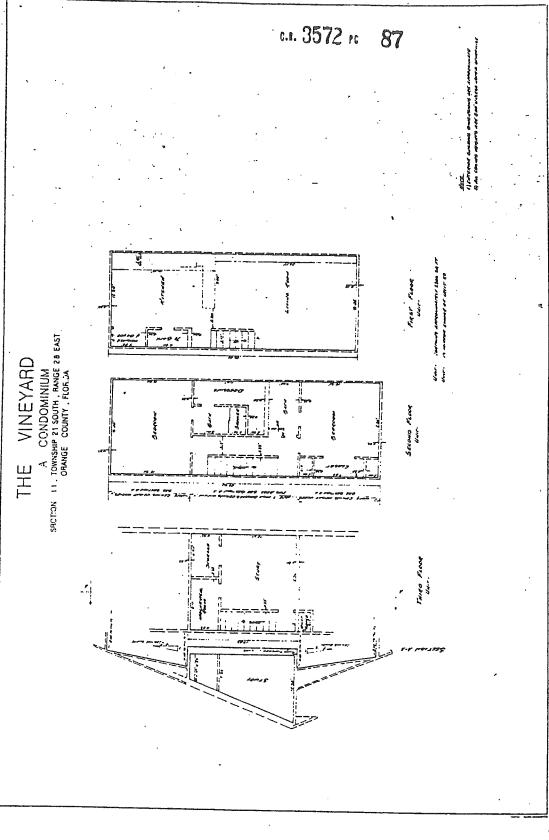
Hoepner & Associates, Inc.
3346 CURRY FORD ROAD
ORLANDO, FLORIDA
32806
(305) 898-6388

his survey specie, the difficulty accepted in land accepted by the property parameters of the parameters of the property parameters of the property parameters of the property parameters of the property parameters of the parameters of the

PATE: 09
SUBVEY:
Boundary: 10-17
Foundation:
Final:
Drawn by: 4







#### CONSENT

the undersigned owner(s) of Unit \$\frac{1}{2}\$ in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this 5 day of Francy, A.D., 1984.

Signed, sealed and delivered in the presence of:

Clark the last the l

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 to me known to be the person(s) described in and who executed the foregoing instrument and haveacknowledged before me that they executed the same.

WITNESS my hand and official in the County and State last aforesaid this the 5 day of February, A.D., 198.

NOTARI PUBLIC

My Commission Expires:

My Commission Expires Oct. 5, 1935— Bonded by Lawyers Screet, Corp.

COUNTY OF ORANGE

CONSENT

(We) (I) to have

the undersigned owner(s) of Unit \_\_\_\_ in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this 24th day of JANUARY, A.D., 1984.

Signed, sealed and delivered in the presence of:

x Dowllen In. Taylor

R. D. Hayes

STATE OF FLORIDA

COUNTY OF ORANGE

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, cersonally appeared

R. D. HAVES

to me known to be the person(s) described in and who executed
the foregoing instrument and has acknowledged before me that
he executed the same.

WITNESS my hand and official in the County and State last aforesaid this the 24thday of January , A.D., 1984

My Commission Expires:

My Commission Express Oct. 5, 1983

Bonded by Lawyers Surety, Corp. . .

(We) (I) James L. Yarbrough

the undersigned owner(s) of Unit 5 in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this 12 day of February, A.D., 1984.

Signed, sealed and delivered in the presence of:

X Dorothes M. Taylor

James L. Yarbrough

STATE OF FLORIDA

COUNTY OF ORANGE

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

to me known to be the person(s) described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official in the County and State last aforesaid this the 22 day of February, A.D., 1984.

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large // 13 My Commission Expires Oct. 5, 1985 Bonded by Lawyers Sarety, Corp.

(We) (I) Sosph Smith + O HAPPIL MANCE. the undersigned owner(s) of Unit in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this 24 day of A) Signed, sealed and delivered in the presence of:

STATE OF FLORIDA

COUNTY OF ORANGE

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 to me known to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that · They executed the same.

WITNESS my hand and official in the County and State last aforesaid this the 24th day of January , A.D.,  $198\frac{4}{3}$ .

My Commission Expires:...

otary Public, State of Florida at Lenge ly Commission Explicat Oct. 5, 1855. Bonded by Lawyers Surety, Corp. Notary Public, State of Florida at 1 mgs. My Commission Engliss Oct. 5, 1850.

#### CONSENT

DATED this / day of / february, A.D., 19884.

Signed, sealed and delivered in the presence of:

Sofratos las las

Lucy M. Miller

STATE OF PLONIDA

COUNTY OF TRANSE

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

to me known to be the person(s) described in and who executed the foregoing instrument and has acknowledged before me that size executed the same.

WITNESS my hand and official in the County and State last aforesaid this the \_\_\_\_\_\_\_, A.D., 198\_6/-

NOTARY PURLIC

My Commission Expires:

Notary Public, Georgia, State at Large My Communication Expires Nov. 7, 1986

#### CONSENT

(We) (I) Jeffrey W. Graham and Patsy Graham, his wife , the undersigned owner(s) of Unit 8 in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this 30th day of \_\_\_\_\_\_\_, A.D., 1984.
Signed, sealed and delivered in the presence of:

- Maney D. Smith Wantlef M. Taglor Mancy D. Smith Variother M. Taylor

Patsy G

STATE OF FLORIDA

COUNTY OF ORANGE

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

| Jaffaey W. Graham + Yatty Graham, H/W
to me known to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same.

WITNESS my hand and official in the County and State last aforesaid this the 3c day of January , A.D., 1987.

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Earge My Commission Express Oct. 5, 1985 Bonded by Lawyers Surety, Corp.

\*

(We) (I) Stellen and Tanna Spencer
the undersigned owner(s) of Unit 9 in THE VINEYARD, A
Condominium, according to the Declaration of Condominium
recorded in O.R. Book 3256, page 2393, Public Records of Orange
County, Florida, and subsequent Amendments thereto, hereby
consent to the above and foregoing AMENDMENT TO DECLARATION OF
THE VINEYARD, A Condominium, and further consent to all the
terms and provisions of said Amendment modifying and substitut-
ing the common elements, and accordingly the common expenses
and surpluses appurtenant to all units in all phases.
DATED this Of day of TANUARY, A.D., 1984.
Signed, sealed and delivered in the presence of:
Attentient Taylor, Steven Spensor
Xtrolle In Taglor Tanna Spencer
STATE OF FLORIDA )
COUNTY OF CRANGE

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 STEVEN 1 TANJA SPENCER to me known to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that They executed the same.

WITNESS my hand and official in the County and State last aforesaid this the 24th day of January , A.D., 1984.

NOTARY PUBLIC

My Commission Expires:

Colored States of Season 1 sees

(We). (I)	D = 2 = 1 = 4 =	A 1
177 62 3. 1 1 1	Deingia	1:09ABBBBBBB
/ · · · · / · / · / · /		Copenhaver

the undersigned owner(s) of Unit 10 in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this -27 day of - January , A.D., 1984.
Signed, sealed and delivered in the presence of:

Dorother In Taylor

Jelshia Capenhares
Delphia Copenhaver

STATE OF FLORIDA

COUNTY OF ORANGE

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

to me known to be the person(s) described in and who executed the foregoing instrument and has acknowledged before me that she executed the same.

WITNESS my hand and official in the County and State last aforesaid this the 127 day of 1 January , A.D., 1984.

NOTARY PUBLIC /

My Commission Expires:

Notary Public, State of Francisch Length My Commission Expires Oct. 5, 1540 Bonded by Lawyers Streety, Corp. 1

(We) (I) Raymond G. Thomas and Sharon F. Thomas, his wife, the undersigned owner(s) of Unit 11 in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this Stt day of Signed, sealed and delivered in the presence of:

STATE OF FLORIDA

\_\_\_\_\_

COUNTY OF ORANGE

Sharon F. Thomas

Raymond G. Thomas

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 Raymend 6. THOMAS 4 Sharen F THOMAS to me known to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that They executed the same.

WITNESS my hand and official in the County and State last aforesaid this the  $\sqrt{g}$  day of  $\sqrt{FEB}$ , A.D., 19874.

NOTARY PUBLIC

My Commission Expires:

JOHN D. DUNN Notary Public, Oakland County, MI My Commission Expires July 25, 1987

(We) (I) BETTY J. SMITH
the undersigned owner(s) of Unit 12 in THE VINEYARD, A
Condominium, according to the Declaration of Condominium
recorded in O.R. Book 3256, page 2393, Public Records of Orange
County, Florida, and subsequent Amendments thereto, hereby
consent to the above and foregoing AMENDMENT TO DECLARATION OF
THE VINEYARD, A Condominium, and further consent to all the
terms and provisions of said Amendment modifying and substitut-
ing the common elements, and accordingly the common expenses
and surpluses appurtenant to all units in all phases.
DATED this 24 day of JANUARY, A.D., 19884.
,

DATED this At day of JANUARY, A.D., 19884.
Signed, sealed and delivered in the presence of:

x Dorother Mr. Taylor

Betty p. Spith

STATE OF FLORIDA

COUNTY OF ORANGE

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

BETTY 1. SMITH

to me known to be the person(s) described in and who executed the foregoing instrument and has acknowledged before me that she executed the same.

WITNESS my hand and official in the County and State last aforesaid this the  $2^4 {
m th}$  day of \_\_\_\_\_\_\_, A.D., 1984 .

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large My Commission Expires Cot. 5, 1953 Bonded by Lawyers Surety, Corp.

the undersigned owner(s) of Unit 3 in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this 24 day of Signed, sealed and delivered in the presence of:

Affry A Chatanina

Faul D. Williamson

Marlys G. Williamson

STATE OF FLORIDA
COUNTY OF ORANGE

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 to me known to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same.

WITNESS my hand and official in the County and State last aforesaid this the 24th day of \_\_\_\_\_\_, A.D., 1984 .

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Laran My Commission Expires Oct. 5, 1980 Bonded by Lawyers Surety, Corp.

the undersigned owner(s) of Unit 14 in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this \_\_7th day of \_February
Signed, sealed and delivered
in the presence of:

PEARL P. DUNCAN

Vistor a. Bonkey

Jay D. Walker

STATE OF FLORIDA

COUNTY OF Escambia

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 Jerry M. & Fay D. Walker to me known to be the person(s) described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official in the County and State last aforesaid this the  $\frac{7\text{th}}{}$  day of  $\frac{\text{February}}{}$ , A.D., 198 $\frac{4}{}$ .

NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Horids
thy Commission Expires Feb. 5, 1987

THIS INSTRUMENT PREPARED CY MICHAEL A. CROAK ATTORNEY AT LAW FOST OFFICE DRAWER Q EUSTIS, FLOXIDA 32725 the undersigned owner(s) of Unit /f in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this 24 day of January, A.D., 1984.
Signed, sealed and delivered in the presence of:

Joule Ty C

Jesa M. Vratanina
Lisa M. Vratanina
Lisa M. Vratanina

STATE OF FLORIDA

COUNTY OF ORANGE

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

Jeffrey J. Vratanina, & Lisa M. Vratanina, his wife to me known to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that

WITNESS my hand and official in the County and State last aforesaid this the 16 day of frame, A.D., 1984.

NOTARY PUBLIC

My Commission Expires:

Comp. Toking States or Francis at Large My community by liveling Oct. 5, 1985 Bondod by Lawyers Surety, Corp.

(We) (I) Mary Louise Ponters, Richa & Come Mae Thoma the undersigned owner(s) of Unit 18 NEYARD Condominium, according to the Declarati domini recorded in O.R. Book 3256, page 2393, cords tange County, Florida, and subsequent Amendmento, her consent to the above and foregoing AMENIDECLARAN OF THE VINEYARD, A Condominium, and further to alle terms and provisions of said Amendment m and substituting the common elements, and accordinglymon expecs and surpluses appurtenant to all units iases.

DATED this 6 day of 4.D., 1999 Signed, sealed and delivered in the presence of:

Juanita Richardt

Justin the Taylor Bander to Taylor

STATE OF FLORIDA

COUNTY OF ORANGE

Mary Ponters

Mary Ponters

Mighans

Alchars Mylomas
Constal Thomas

I HEREBY CERTIFY that on this day, before, an officer duly authorized in the State aforesaid and a County aforesaid to take acknowledgments, personal peared to me known to be the person(s) described if who executed the foregoing instrument and five acknowledge fore me that they executed the same.

WITNESS my hand and official in the Couland State last aforesaid this the 6th day of falrung A.D., 1984.

NOTARY PUB

My Commissi Expires

My Commission Exts Cot. 2. 174 -Bonded by Lawych Surety, Corp.

the undersigned owner(s) of Unit 19 in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this 15 day of JUNE, A.D., 1984.

Signed, sealed and delivered in the presence of:

Sherrie Longacte.

STATE OF FLORIDA

COUNTY OF ORANGE

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 to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that

WITNESS my hand and official in the County and State last aforesaid this the 15 day of 1000 , A.D., 198  $\frac{1}{19}$ .

My Commission Expires:

Section for Market and the product of the Benefit Common C

(We) (I) Josiah C. Hall and Beverly Hall, his wife
the undersigned owner(s) of Unit 20 in THE VINEYARD, A
Condominium, according to the Declaration of Condominium
recorded in O.R. Book 3256, page 2393, Public Records of Orange
County, Florida, and subsequent Amendments thereto, hereby
consent to the above and foregoing AMENDMENT TO DECLARATION OF
THE VINEYARD, A Condominium, and further consent to all the
terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses
and surpluses appurtenant to all units in all phases.

DATED this 11th day of February , A.D., 1984.

Signed, sealed and delivered in the presence of:

That I be a sealed and delivered in the presence of:

Joshah C. Hall

Reverly Hall

STATE OF FLORIDA )

COUNTY OF ORANGE

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 losseh C. HALL + Beverly HALL to me known to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same.

WITNESS my hand and official in the County and State last aforesaid this the // day of  $_{february}$ , A.D., 198 $_{\#}$ .

My Compination in

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires Oct. 5, 1985 Bonded by Lawyers Surety, Corp.

(We) (I) Terrence J. Weaver and Kay H. Weaver, his wife the undersigned owner(s) of Unit 21 in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this 24th day of January , A.D., 1984.

Signed, sealed and delivered in the presence of:

Terrence s. Weaver

Terrence s. Weaver

Kay H. Weaver

STATE OF FLORIDA )

COUNTY OF ORANGE

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 Terrence J Wenner + Kay H. Wenner to me known to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same.

WITNESS my hand and official in the County and State last aforesaid this the 24th day of \_\_\_\_\_\_, A.D., 1984\_.

My Commission Expires:

My Commission Craft of Plant of Large My Commission Craft of the Large Bonded by Lawyers Switch, Tourist

(We) (I) Robert Gillilan & Mary K. Gillilan, his wife the undersigned owner(s) of Unit 22 in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this 6th day of February , A.D., 1984.

Signed, sealed and delivered in the presence of:

Mancy D. Smith Robert Gillian

Manay D. Smith Mary K. Gillian

STATE OF FLORIDA )

COUNTY OF ORANGE

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 to me known to be the person(s) described in and who executed they executed the same.

WITNESS my hand and official in the County and State last aforesaid this the 6 day of Fibruary , A.D., 198\_.

NOTARY PUBLIC

My Commission Expires:

THIS INSTRUMENT PREPARED BY: MICHAEL A. CROAK ATTORNEY AT LAW FOST OFFICE DRAVIER Q FUSTIS, FLORIDA 32725

(We) (I) Reese A. Maxwell and Dorothy L. Greenwald the undersigned owner(s) of Unit 23 in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this 24th day of January , A.D., 1984. Signed, sealed and delivered

in the presence of:

STATE OF FLORIDA

COUNTY OF ORANGE

Reese A. Maxwell

Darothy I Greenwald

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

to me known to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same.

REESE P. MAXWELL + DORUTHY L. GREENWALD WITNESS my hand and official in the County and State last aforesaid this the 24th day of January , A.D., 1984.

TODILL

My Commission Expires:

Notary Public, State of Florida at Large My Commission Expires Oct. 5, 1985 Bonded by Lawyers Surety, Corp.

(We) (I) Robert A. Gammon & D. Murphy Gammon, his wife, the undersigned owner(s) of Unit 24 in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

DATED this <u>let</u> day of <u>Juhrusuy</u>, A.D., 1982.
Signed, sealed and delivered in the presence of:

Educio Varcis

Robert A. Gammon Summ

D. Murphy Gammon

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgment: personally appeared to me known to be the person(s) described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official in the County and State last aforesaid this the lot day of Advany, A.D., 1984.

HOTARI PUBLIC

My Commission Expires:

May Commission Empires May 3: 1982

CONS

Wolf and M. Wolf, his wi (We) (I) Carman G. in THE VINEYA, A t undersigned owner (s) of Unit Cominium, according to the Decation of Condomium reorded in O.R. Book 3256, page 3, Public Record of Orange County, Florida, and subsequent Andments thereto, hereby consent to the above and foregoing MENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and other consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

, A.D., 1984. DATED this is day of January Signed, sealed and delivered

in the presence of:

STATE OF FLORIDA

COUNTY OF ORANGE

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

Carman G. Wolf and Ruth M. Wolf to me known to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same.

WITNESS my hand and official in the County and State last aforesaid this the 18 day of faming

My Commission Expires:

Notzry Public, Wester For a life by 122 My Commission Tay Las Octa & 1925 Bonded by Lawyers Surety, Corp.

THIS INSTRUMENT PREPARED EY MICHAEL A CROAK ATTORNEY AT LAW LAT OFFICE DRAVIER Q

(We) (I) Charles C. McKay
the undersigned owner(s) of Unit 26 in THE VINEYARD, A
Condominium, according to the Declaration of Condominium
recorded in O.R. Book 3256, page 2393, Public Records of Orang
County, Florida, and subsequent Amendments thereto, hereby
consent to the above and foregoing AMENDMENT TO DECLARATION OF
THE VINEYARD, A Condominium, and further consent to all the
terms and provisions of said Amendment modifying and substitut
ing the common elements, and accordingly the common expenses
and surpluses appurtenant to all units in all phases.
DATED this 2 day of 7el, A.D., 1984.
Signed, sealed and delivered in the presence of:
Just Priving the Charles C. McKey
x Hab to lan te
STATE OF FLORIDA )
COUNTY OF ORANGE

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

aforesaid to take acknowledgments, personally appeared

(harks C McKay

to me known to be the person(s) described in and who executed
the foregoing instrument and has acknowledged before me that
he executed the same.

WITNESS my hand and official in the County and State last aforesaid this the 2 day of february, A.D.,  $198\frac{17}{2}$ .

Norathea M. Tayle

My Commission Expires:

Notary Dubits, Suits and Tolder of Laight. My Committee of the committee of the Bonder by a second of the committee of the co

the undersigned owner(s) of Unit <u>28</u> in THE VINEYARD, A Condominium, according to the Declaration of Condominium recorded in O.R. Book 3256, page 2393, Public Records of Orange County, Florida, and subsequent Amendments thereto, hereby consent to the above and foregoing AMENDMENT TO DECLARATION OF THE VINEYARD, A Condominium, and further consent to all the terms and provisions of said Amendment modifying and substituting the common elements, and accordingly the common expenses and surpluses appurtenant to all units in all phases.

Signed, sealed and delivered in the presence of:

Chible the Charles Alexander Cherylphronister

About the Market Cherylphronister

State Of FLORIDA

COUNTY OF ORANGE

County of Orange

County of Orange

A.D., 1984

Richard (n. 1984)

Richard (n. 1984)

Cherylphronister

Cherylphronister

Cherylphronister

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 RICHARD & CHERYL CHRISTER to me known to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that They executed the same.

WITNESS my hand and official in the County and State last aforesaid this the 27th day of January , A.D., 198

HOTAKI PUBLIC

My Commission Expires:

Notary Public, State of Florida of My Commission Septical Oct

Bonded by Lawyers Surety, Corp.

ALCORDED & RECORD VERIFIED

County Comptroller, Orange Co., Fla.

2100

c.n. 3515 n 34

DECLARATION AND AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE VINEYARD A COUDOMINIUM

Made this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by CHUCK TAYLOR, INC., a Florida Corporation, herein called "Developer": WITNESSETH:

WHEREAS the Developer recorded a Declaration of Condominium of THE VINEYARD on February 1, 1982, in O.R. Book 3256, pages 2393 through 2436, Public Records of Orange County, Florida,

anđ

WHEREAS, the original Declaration as amended provided for the development of the Condominium in phases, and

WHEREAS, the Developer recorded an Amendment to the Declaration on July 27, 1983, in O.R. Book 3401, page 1750, Public Records of Orange County, Florida, which Amendment dedicated the lands for Phase IV, and

WHEREAS, the Developer is beginning the construction of Phase V as provided for by the Declaration, as amended, and is desirous of dedicating said real property described herein comprising Phase V to the Condominium form of ownership,

NOW THEREFORE, the Developer makes the following declaration and amendment:

- 1. <u>PURPOSE</u>. The purpose of this Declaration is to submit the lands and improvements described herein to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called the "Condominium Act".
- 2. NAME AND ADDRESS. The name by which this condominium is to be identified is:

THE VINEYARD, PHASE I
THE VINEYARD, PHASE II
THE VINEYARD, PHASE III
THE VINEYARD, PHASE IV
THE VINEYARD, PHASE V
A Condominium

and its address is:

1075 Love Land Apopka, Florida 32703

1075 Love Lane Apopka, Florida 32703

Return to: Chuck Taylor, L

3. The undivided share in the land and other common elements appurtenant to each unit is:

All Units (43) Phase I, II, III, IV and V 1/43rd

4. THE LAND. The lands owned by the Developer in fee simple absolute which by this instrument are submitted to the condominium form of ownership, as THE VINEYARD, PHASE V, are the following described lands lying in Orange County, Florida:

The North 172.89 feet of the South 452.89 feet of the West 244.7 feet of Lot 7 of Subdivision of the Stewart Homestead as recorded in Miscellaneous Book 3, page 398, of the Public Records of Orange County Florida, less the West 85 feet of the South 30 feet thereof. Subject to a 75 foot wide Gas easement for Peoples Gas Company.

- The Developer does hereby amend "Exhibit A", Plot Plans and Floors, of the Declaration of Condominium of THE VINEYARD, a Condominium, recorded in O.R. Book 3256, pages 2393 through 2436, Public Records of Orange County, Florida, by including therein and incorporating in said Declaration the Plot Plan attached hereto marked "Exhibit C V" as Plot Plat of THE VINEYARD, PHASE V.
- 6. All of the convenants, terms, provisions, servitudes, easements, and restrictions contained in the original declaration of THE VINEYARD as previously amended shall be binding upon and inure to the benefit of the real property and improvements hereby dedicated as THE VINEYARD, PHASE V.

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

Joan Veleta Dorothy E. Lambert

CHUCK TAYLOR, INC.

CHARLES C. TAYLOR,

President

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared CHARLES C. TAYLOR, well known to me to be the President of CHUCK TAYLOR, INC., and he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal at Orlando, Orange County Florida, this the 6th day of 9 August , A.D., 1984.

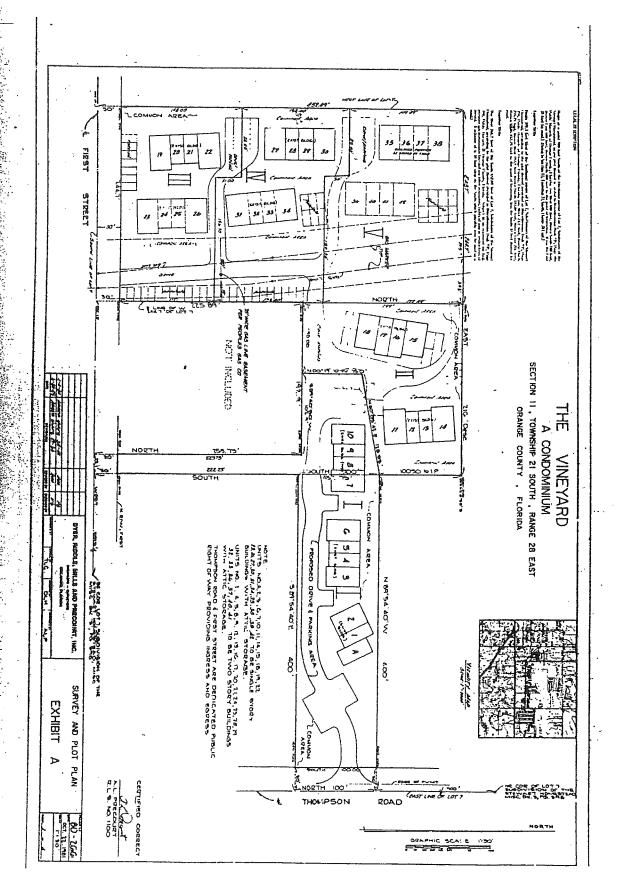
SOTA P

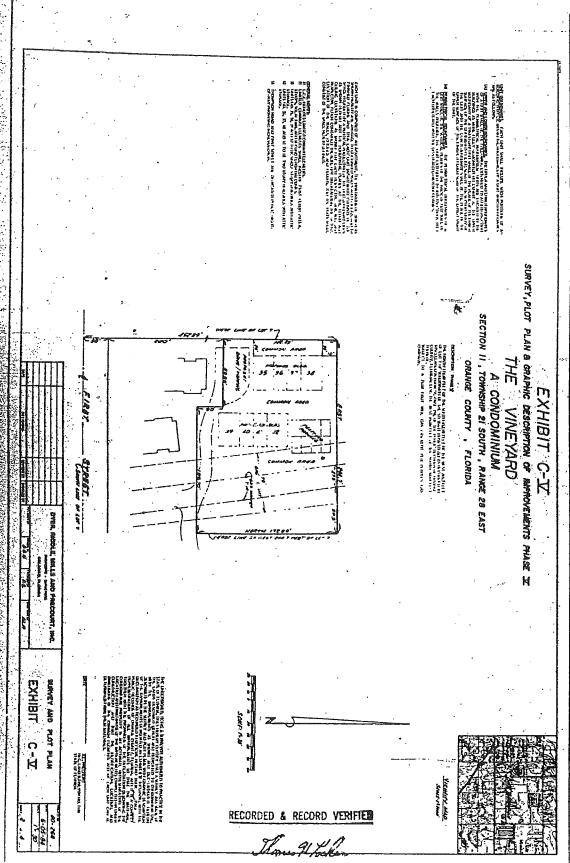
Dorathy & Lambert

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large My Commission Expires April 18, 1985 Bonded by American Fire & Casualty Co.





County Comparation, Opender Out., Since

ca. 3515 rc

DECLARATION AND AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE VINEYARD A CONDOMINIUM

, 1984, by CHUCK day of JUNE TAYLOR, INC., a Florida Corporation, herein called "Developer": WITNESSETH:

WHEREAS the Developer recorded a Declaration of Condominium of THE VINEYARD on February 1, 1982, in O.R. Book 3256, pages 2393 through 2436, Public Records of Orange County, Florida,

and

WHEREAS, the original Declaration as amended provided for the development of the Condominium in phases, and

WHEREAS, the Developer recorded an Amendment to the Declaration on July 27, 1983, in O.R. Book 3401, page 1750, Public Records of Orange County, Florida, which Amendment dedicated the lands for Phase IV, and

WHEREAS, the Developer is beginning the construction of Phase V as provided for by the Declaration, as amended, and is desirous of dedicating said real property described herein comprising Phase V to the Condominium form of ownership,

NOW THEREFORE, the Developer makes the following declaration and amendment:

- 1. PURPOSE. The purpose of this Declaration is to submit the lands and improvements described herein to the condominium form of ownership and use in the manner provided in Chapter 718 of the Plorida Statutes, herein called the "Condominium Act".
- 2. NAME AND ADDRESS. The name by which this condominium is to be identified is:

THE VINEYARD, PHASE I THE VINEYARD, PHASE II THE VINEYARD, PHASE III THE VINEYARD, PHASE IV THE VINEYARD, PHASE V A Condominium

and its address is:

1075 Love Land Apopka, Florida 32703

Florida 32703

ţ

# 210370588498

APR 3 2 45 PH '84

# NOTICE OF FUTURE ASSESSMENT

This instrument serves as notice that:

I. HOCK PROPER THE , residing at 1075 Love LANE APOPEA, TIN 37703 is according to the public records of Orange County, Florida, the fee simple owner of that property described as:

see attached

2. Here | Sector The has applied to the Board of County Commissioners of Orange County for a building permit to improve said property.

3. Use of the above described property will include the utilization of an unpaved County road known as:

- 5. Until such time as the County decides to pave the above named road, it may elect not to improve or maintain the road in any manner.
- 6. This Notice shall not, by itself, act as a liem against the above described property.
- 7. This Notice, duly acknowledged by the owner of the above described property shall be recorded with the Comptroller of Orange County, Florida, and shall serve as notice to all present and future owners of the above described property of all provisions contained herein.

I hereby acknowledge receipt of this Notice and further acknowledge that I have read and understand all the provisions contained herein.

re

Charles C. Taylor, Pres.

į

Sworn to and subscribed before me this \_\_\_\_\_ 3rd \_\_\_\_ day of

Mary 4. Baylan

My Commission Expires: Sept. 14, 1984

<sup>4.</sup> The Board of County Commissioners of Orange County, Florida, may at any time decide to pave the above-named road. At that time the Board may create a Municipal Service Taxing Unit or use any other lawful special assessment method to finance the cost of paving. In this event, the Board of County Commissioners will cause to be imposed upon the owner of said property an assessment of up to one-hundred percent (100%) of the total cost of any right-of-way acquisition, engineering and construction, prorated as determined by the Board of County Commissioners.

TCR:3490 PC2789

Regin at a point 900 feet South of the Northeast carner of Lot 7, Subdivision of the Stewart Hamesfead, as per plat thereof recorded in Miscellaneaus Book "3", Page 391 Public Records of Orange County, Florida; run Wesi 400 feet, thence South 100 feet, thence East 400 feet, thence North 100 feet to the point of beginning. (Less the East 30 feet for road.) (Being in Section 11, Township 21 South, Range 28 East.)

A PROPERTY OF THE PROPERTY OF

EGAL DESCRIPTION

# Together With:

Begin 399.3 feet West of the Southeast corner of Lot 7, Sub-Division of the Stewart Flamesteat, according to the plat thereof recorded in Miscellaneous Book "3", Page 39th, Public Records of Orange County, Florida; run West 23.1 feet, thence North, 255.75 feet, thence West 192.9 feet thence North 197,00 feet, thence East 216 feet, thence South 452.75 feet to the point of beginning, less the South 30 feet thereof for road.

# Fogether With:

The West 244.7 feet of the South 452.49 feet of Lot 7, Subdivision of the Stewart Hamestead, according to the plat thereof recorded in Miscellaneous Book "3", Page 394, Public Records of Orange County, Florida. Subject to an easement for high pressure and transmission line and any other easements, rights of way or restrictions of record. (Exclusive of a 30 toot strip on the South which possibly may be used as a road.)

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REPURSED A REDORD VERIFIED

County Comprofer, Orange Ca. Sia