

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN
AND FOR SUMTER COUNTY, FLORIDA

VAUGHN R. HARRIS, and
CHERYL M. HARRIS,
husband and wife; ET AL.,

Plaintiffs,

vs.

CASE NO.: 2012-CA-1348

WILDWOOD VILLAGES, LLC, a
Florida limited liability company, and
QUEST INDUSTRIES, LC, a
Florida limited Liability company; ET AL.,

Defendants.

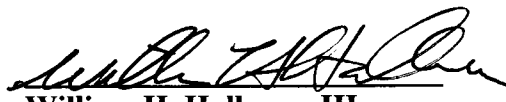
ORDER ON PLAINTIFFS' MOTION FOR LEAVE TO AMEND AND ADD PARTY

THIS CAUSE came before the Court upon the Plaintiffs' Motion for Leave to Amend and Add Party with Incorporated Memorandum of Law, which was filed with the Clerk on August 25, 2014. Plaintiffs attached the Second Amended Complaint (Class Action) to the motion.

After a review of the file and motion, it is hereby;

ORDERED AND ADJUDGED: That the Plaintiffs' Motion for Leave to Amend Complaint and Add Party is **GRANTED**. Plaintiffs' Second Amended Complaint (Class Action) is deemed filed as of the date of this Order.

DONE AND ORDERED in Chambers, at Bushnell, Sumter County, Florida, on
this 19 day of September, 2014.


William H. Hallman, III
Circuit Judge

BY _____

CLERK OF DISTRICT COURT

2014 SEP 19 PM 4:55

FILED

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true copy of the foregoing has been furnished to the following individuals by U.S. Mail/Courthouse box delivery/e-mail/facsimile this 19 day of September, 2014:

Jeffrey P. Lieser, Esquire, Lieser & Skaff, P.L., 511 W. Bay Street Suite 350, Tampa, FL 33606
jeff@lierskaff.com

Derek A. Schroth, Esquire, Bowen & Schroth, P.A., 600 Jennings Avenue, Eustis, FL 32726
dschroth@bowenschroth.com

John M. Brennan, Esquire, GrayRobinson, P.A., P.O. Box 3068, Orlando, FL 32802-3068
jay.brennan@gray-robinson.com

BY: 
Judicial Assistant

Sent
via
email

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DOCUMENT

**IN THE CIRCUIT COURT OF THE
FIFTH JUDICIAL CIRCUIT IN AND
FOR SUMTER COUNTY, FLORIDA**

**CASE NO.: 2012-CA-001348
CLASS REPRESENTATION**

VAUGHN R. HARRIS and CHERYL M.
HARRIS, as husband and wife, WILLIAM
ABRAHAM and CLAUDEAN ABRAHAM,
as husband and wife, JERRY NEAVEILL
and CONNIE NEAVEILL, as husband
and wife, and TERRANCE PIOTROWICZ and
SUZANNE PIOTROWICZ, as husband and wife

Plaintiffs,

v.

WILDWOOD VILLAGES, LLC, a Florida limited liability
Company, QUEST INDUSTRIES, LC, a Florida
limited liability company, and UNITY LAND
MANAGEMENT, a Florida limited liability
Company,

Defendants.

SECOND AMENDED COMPLAINT
(CLASS ACTION)

Plaintiffs, VAUGHN R. HARRIS and CHERYL M. HARRIS (the “Harrises”), WILLIAM ABRAHAM and CLAUDEAN ABRAHAM (the “Abrahams”), JERRY NEAVEILL and CONNIE NEAVEILL (the “Neaveills”), and TERRANCE PIOTROWICZ and SUZANNE PIOTROWICZ (the “Piotrowiczses”), (collectively the Harrises, the Abrahams, the Neaveills, and the Piotrowiczses may be referred to as the “Class Plaintiffs”), hereby file the Second Amended Complaint in this Class Action, against WILDWOOD VILLAGES, LLC (“Wildwood Villages”) and QUEST INDUSTRIES, LC (“Quest”) and UNITY LAND MANAGEMENT, LLC (“Unity”), (collectively Wildwood Villages, Quest, and Unity may be referred to as the “Defendants”) and allege:

Jurisdiction, Venue and Parties

1. This is an action for declaratory and other legal and equitable relief, including damages exceeding \$15,000.00, exclusive of interest, attorneys’ fees and costs, that is within this

EXHIBIT 1

Court's jurisdiction pursuant to Article V, § 5 of the Florida Constitution, and Sections 26.012 and 86.011, Florida Statutes. The Defendants have subjected themselves to the jurisdiction of this Court by filing a responsive pleading in this action.

2. Venue is proper in Sumter County, Florida, because that is where the Subject Property (as defined below) is located, where at least one of the Defendants is located, and where the causes of action accrued. The Defendants have subjected themselves to this venue by filing a responsive pleading in this action.

3. The Harrises are senior citizens, residing in Hearty Host Lake Resort, ("Hearty Host") a platted subdivision located in Sumter County, Florida, as set forth in the plat dated December 19, 1974 in Plat Book 3, Page 57, of the Public Records of Sumter County, Florida ("Hearty Host Plat"). A true and correct photocopy of the Hearty Host Plat is attached hereto as **Exhibit "A."**

4. The Harrises took ownership of a Hearty Host lot (Lot 10, Block A) and mobile home bearing the following physical address, 5396 Columbus Circle, Wildwood, Florida 34785, by virtue of that General Warranty Deed dated September 17, 2010, recorded on October 11, 2010 in Official Records Book 2239, Page 614, of the Public Records of Sumter County, Florida. A true and correct photocopy of the Harrises' General Warranty Deed is attached hereto as **Exhibit "B."**

5. The Abrahams are senior citizens, residing in Heritage Wood 'n Lakes Estates ("Heritage Wood"), a platted subdivision located in Sumter County, Florida, as set forth in Plat Book 4, Page 61 and 61-A, of the Public Records of Sumter County, Florida ("Heritage Wood Plat"). A true and correct photocopy of the Heritage Wood Plat is attached hereto as **Exhibit "C."**

6. The Abrahams took ownership of a Heritage Wood lot (Lot 6, Block C) and mobile home bearing the following physical address, 5120 Liberty Court, Wildwood, Florida 34785 by virtue of that Warranty Deed dated May 25, 1993 (incorrectly dated May 25, 1992 in the introductory paragraph), and recorded on June 1, 1993 in Official Records Book 484, Page 81, of the Public Records of Sumter County, Florida. A true and correct photocopy of the Abrahams' Warranty Deed is attached hereto as **Exhibit "D."**

7. The Neaveills are senior citizens, residing in Hearty Host.

8. The Neaveills took ownership of a Hearty Host lot (Lot 9, Block C) and mobile home bearing the following physical address, 5591 Columbus Circle, Wildwood, Florida 34785 by virtue of that Warranty Deed dated September 25, 2001, and recorded on October 5, 2001 in Official Records Book 916, Page 77, of the Public Records of Sumter County, Florida. A true and correct photocopy of the Neaveills' Warranty Deed is attached hereto as **Exhibit "E."**

9. The Piotrowiczes are senior citizens, residing in Water Wheel Adult Mobile Home Community and RV Park Unit No. 1 ("Water Wheel"), as set forth in Plat Book 4, Page 40, of the Public Records of Sumter County, Florida ("Water Wheel Unit 1 Plat"). A true and correct photocopy of the Water Wheel Unit 1 Plat is attached hereto as **Exhibit "F"**.

10. The Piotrowiczes took ownership of a Water Wheel lot (Lot 11, Block E) and mobile home bearing the physical address of 5520 Lansing Dr., Wildwood, Florida, 34785, by virtue of that Statutory Warranty Deed, dated May 5, 2011, and recorded on May 11, 2011, in Official Records Book 2315, Page 40, of the Public Records of Sumter County, Florida. A true and correct photocopy of the Piotrowiczs' Warranty Deed is attached hereto as **Exhibit "G"**.

11. Wildwood Villages is a Florida limited liability company that is licensed as a developer by Florida's Department of Business and Professional Regulation, and is the owner of the "Common Areas" of Hearty Host, Heritage Wood, and Water Wheel, together with certain lots, pursuant to that Warranty Deed dated June 11, 2003 and recorded on June 23, 2003 in Official Records Book 1084, Page 741, of the Public Records of Sumter County, Florida, ("Wildwood Villages Deed"). A true and correct photocopy of the Wildwood Villages Deed is attached hereto as **Exhibit "H."**

12. Quest is a Florida limited liability company that has collected, accepted and received the "monthly maintenance fees" a.k.a. assessments that Wildwood Villages charges the Class Plaintiffs and other similarly situated lot owners for maintenance of the "Common Areas."

13. Unity is a Florida limited liability company and a Community Association Management (CAM) Firm under Section 468.431(3), Florida Statute, licensed with Florida's Department of Business and Professional Regulation. Unity has collected, accepted and received the "monthly maintenance fees" a.k.a. assessments that Wildwood Villages charges the Class Plaintiffs and other similarly situated lot owners for maintenance of the "Common Areas".

14. The principal place of business of Wildwood Villages and Unity is Sumter County, Florida and the principal place of business of Quest is Orange County, Florida.

General Allegations

Subdivisions

15. This action concerns the residents of the following Sumter County subdivisions:

- (a) Hearty Host Lake Resort (“Hearty Host”), as set forth in Plat Book 3, Page 57, of the Public Records of Sumter County, Florida;
- (b) Heritage Wood ’n Lakes Estates (“Heritage Wood”), as set forth in Plat Book 4, Page 61 and 61-A, of the Public Records of Sumter County, Florida; and
- (c) Water Wheel Adult Mobile Home Community and RV Park Unit No. 1 (“Water Wheel”), as set forth in Plat Book 4, Page 40, of the Public Records of Sumter County, Florida.

16. Hearty Host, Heritage Wood and Water Wheel are “adult communities” providing housing for persons of 55 years of age or older, and are collectively known and/or marketed as “Wildwood Country Resort”.

Hearty Host

17. Hearty Host is encumbered by a Declaration of Restrictions (“HH-Original Restrictions”), which was recorded by Hearty Host Lake Resort, Inc., on or about December 30, 1974, in Official Records Book 159, Page 670, in the Public Records of Sumter County, Florida. A copy of the HH-Original Restrictions is attached hereto as **Exhibit “I.”**

18. Paragraph 14 of the HH- Original Restrictions stated, in relevant part:

“Each lot purchaser agrees that there is a monthly fee to the lot owners for the use by the lot owners and their immediate families of the certain facilities owned and maintained by Hearty Host Lake Resort, Inc., including but not limited to the club house, swimming pool, dock and pavilion. Said maintenance fee shall be established annually by Hearty Host Lake Resort, Inc. Adjustments in the monthly fee will be made on the basis of actual increases or decreases in operating expenses of these particular facilities, plus a reasonable profit margin not to exceed 10% of the fair market value of these facilities.”

19. Heritage Wood ’n Lakes Estates, Inc. succeeded Hearty Host Lake Resort, Inc. as the record title holder of the Hearty Host “Common Areas” together with certain lots.

20. Heritage Wood 'n Lakes Estates, Inc. passed into receivership by virtue of the Circuit Court case identified as *Sunshine State Services Corporation, et al., vs. Dove Investments of Hillsborough County, Inc., et al., vs. Freedom Savings and Loan Association, et al.*, Case No. 84-66-CA, in the Fifth Judicial Circuit in and for Sumter County, Florida.

21. The court-appointed receiver in the above-identified action was judicially authorized to, and did, amend Paragraph 14 of the Restrictions by replacing and superseding the language of Paragraph 14 of the Restrictions with the following:

“The owner of the park shall provide the following services: to maintain the streets, to furnish sewage disposal and maintenance of the sewer plant and lines, lawn mowing of the common areas, landscaping of the common areas, lighting for the common areas, garbage pick up, water and maintenance of the water plant and lines, T.V. tower, head end equipment, cable lines, recreational facilities (including club house with equipment and furnishings inside, two pools, Jacuzzi, pool locker facility, tennis courts, arts and crafts building, lake area dock, barbecue, and benches) payment of taxes and insurance relating to the recreational facilities and their operation, and payment of expenses for legal services, accounting services, and the employment of a park manager and maintenance personnel.

To finance the performance of the duties set forth above, and to assure the continued operation and maintenance of the facilities described above, all lots within the subject property shall be subject to a monthly maintenance charge as described herein. Effective July 1, 1986, and for each month thereafter until the monthly maintenance fee is amended as provided for herein, the monthly maintenance fee shall be \$65.00 per lot within the subject property. Each lot owner shall pay said fee to the owner, or the owner's duly authorized representative, on or before the first day of each month.

The monthly maintenance fee shall be adjusted annually based upon actual increases or decreases in the expenses incurred in providing the services and maintaining the facilities described above, plus a reasonable profit margin not to exceed ten (10%) percent of the fair market value of the facilities operated and maintained by the owner on behalf of the owners of lots within the subject property. Adjustments to the monthly maintenance fee shall become effective on July 1 of each year, and the owner shall notify lot owners at least the thirty (30) days prior to July 1 of any adjustment in the monthly maintenance fee.

The due date for monthly maintenance fees is the first day of each month. A five dollar (\$5.00) late charge shall be due and payable by the lot owner for each month in which the maintenance fee is not received by the owner on or before the 10th day of the month. Additionally, the owner shall have a lien against each lot and all improvements thereon for any unpaid maintenance fees related to such lot, together with interest thereon at the legal rate from the due date, and reasonable attorney's fees incurred by reason of the nonpayment thereof. The owner shall be entitled to foreclose its lien against the lot in the same manner as in the foreclosure of a mortgage under Florida law, and costs and expenses incurred by the owner in enforcing said lien, including a reasonable attorney's fee and interest on the amount unpaid from the due date, shall be paid by the lot owner, whether suit be brought or not."

[emphasis added]

22. The Amendment to Declaration of Restrictions was recorded on August 26, 1986 in Official Records Book 330, Page 216, in the Public Records of Sumter County, Florida ("HH-First Amendment"). A true and correct copy of the HH-First Amendment is attached hereto as **Exhibit "J."**

23. The remainder of the HH-Original Restrictions remained intact and unaffected by the HH-First Amendment.

Heritage Wood 'n Lakes

24. Heritage Wood is encumbered by the Declaration of Restrictions to Heritage Wood 'N Lakes Estates ("HW-Original Restrictions"), which was recorded by EGR Enterprises, Inc., on or about August 8, 1991, in Official Records Book 435, Page 414, in the Public Records of Sumter County, Florida. A copy of the HW-Original Restrictions is attached hereto as **Exhibit "K."**

25. Article 5 of the HW-Original Restrictions sets forth the services to be performed by the developer and the monthly assessment responsibilities of the lot owners.

26. Section 5.1 of the HW-Original Restrictions states in full:

"5.1 The Developer shall provide the following services:

- (1) street maintenance**
- (2) sewage disposal and maintenance of the sewer plant and lines**
- (3) landscaping and mowing of the common areas**
- (4) lighting for the common areas**
- (5) garbage pick up**

- (6) **potable water service and maintenance of the water plant and lines**
- (7) **recreational facilities including those designed to meet the physical and social needs of older persons**
- (8) **payment of taxes and insurance relating to recreational facilities and common areas**
- (9) **payment for legal, accounting and administrative services and maintenance personnel.”**

27. Sections 5.2 through 5.11 set forth the amount of assessments, together with the lien rights of the “developer”.

28. Section 5.3 states in full:

“The monthly assessment as of the date of recording of this Declaration of Restrictions shall be \$80.00 per Lot per month.”

29. Section 5.4 provides for the annual adjustment of the assessment, stating in relevant part:

“The monthly maintenance assessment shall be adjusted annually each July 1st based upon actual increases or decreases in the expenses incurred in providing the services and maintaining the facilities described above, plus a reasonable profit margin not to exceed ten (10%) percent of the fair market value of the facilities operated and maintained by the Developer on behalf of the Owners of Lots within the subject property. Adjustments to the monthly maintenance assessment shall become effective on July 1 of each year, and the Developer shall notify Lot Owners at least thirty (30) days prior to July 1 of any adjustments in the monthly maintenance assessment.”

30. The HW-Original Restrictions have been amended, however, there has been no amendment to the above-quoted provisions.

Water Wheel

31. Water Wheel is encumbered by the Declaration of Restrictions to Water Wheel Adult Mobile Home Community and RV Park (“WW-Original Restrictions”), which was recorded by Englewood Investments, Limited, on or about August 8, 1980, in Official Records Book 234, Page 214, in the Public Records of Sumter County, Florida. A copy of the WW-Original Restrictions is attached hereto as **Exhibit “L.”**

32. The WW-Original Restrictions set forth the “developer’s” duties in Article III, Section 11, stating, in full:

“DUTIES OF DEVELOPER. To maintain the grounds and streets, to furnish sewage disposal, lawn mowing, garbage pickup, water and recreational facilities, to pay taxes and insurance on the recreational facilities and

building, and to operate and maintain such other private or public facilities from time to time as shall be determined by Developer in its sole discretion to be appropriate for the development of the Property. Any or all of these duties may be assigned by the Developer to the Corporation as hereinabove set forth in these restrictions.”

33. Heritage Wood 'n Lakes Estates, Inc. succeeded Englewood Investments, Ltd. as the record title holder of the Water Wheel “Common Areas” together with certain lots. Heritage Wood 'n Lakes Estates, Inc. passed into receivership by virtue of the Circuit Court case identified as *Sunshine State Services Corporation, et al., vs. Dove Investments of Hillsborough County, Inc., et al., vs. Freedom Savings and Loan Association, et al.*, Case No. 84-66-CA, in the Fifth Judicial Circuit in and for Sumter County, Florida.

34. The court-appointed receiver in the above-identified action was judicially authorized to, and did, amend Article III, Paragraph 11 of the WW-Original Restrictions by replacing and superseding the language of Article III, Paragraph 11 with the following:

“The owner of the park shall provide the following services: to maintain the streets, to furnish sewage disposal and maintenance of the sewer plant and lines, lawn mowing of the common areas, landscaping of the common areas, lighting for the common areas, garbage pick up, water and maintenance of the water plant and lines, T.V. tower, head end equipment, cable lines, recreational facilities (including club house with equipment and furnishings inside, two pools, Jacuzzi, pool locker facility, tennis courts, arts and crafts building, lake area dock, barbecue, and benches) payment of taxes and insurance relating to the recreational facilities and their operation, and payment of expenses for legal services, accounting services, and the employment of a park manager and maintenance personnel.

35. In addition, the court-appointed receiver in the above-identified action amended Article III, Paragraph 24 of the WW-Original Restrictions by replacing and superseding the language of Article III, Paragraph 24 with the following:

“To finance the performance of the duties set forth above, and to assure the continued operation and maintenance of the facilities described above, all lots within the subject property shall be subject to a monthly maintenance charge as described herein. Effective July 1, 1986, and for each month thereafter until the monthly maintenance fee is amended as provided for herein, the monthly maintenance fee shall be \$65.00 per lot within the subject property. Each lot owner

shall pay said fee to the owner, or the owner's duly authorized representative, on or before the first day of each month.

The monthly maintenance fee shall be adjusted annually based upon actual increases or decreases in the expenses incurred in providing the services and maintaining the facilities described above, plus a reasonable profit margin not to exceed ten (10%) percent of the fair market value of the facilities operated and maintained by the owner on behalf of the owners of lots within the subject property. Adjustments to the monthly maintenance fee shall become effective on July 1 of each year, and the owner shall notify lot owners at least the thirty (30) days prior to July 1 of any adjustment in the monthly maintenance fee.

The due date for monthly maintenance fees is the first day of each month. A five dollar (\$5.00) late charge shall be due and payable by the lot owner for each month in which the maintenance fee is not received by the owner on or before the 10th day of the month. Additionally, the owner shall have a lien against each lot and all improvements thereon for any unpaid maintenance fees related to such lot, together with interest thereon at the legal rate from the due date, and reasonable attorney's fees incurred by reason of the nonpayment thereof. The owner shall be entitled to foreclose its lien against the lot in the same manner as in the foreclosure of a mortgage under Florida law, and costs and expenses incurred by the owner in enforcing said lien, including a reasonable attorney's fee and interest on the amount unpaid from the due date, shall be paid by the lot owner, whether suit be brought or not."

[emphasis added]

36. The Amendment to Declaration of Restrictions was recorded on August 26, 1986 in Official Records Book 330, Page 212, in the Public Records of Sumter County, Florida ("WW-First Amendment"). A true and correct copy of the WW-First Amendment is attached hereto as **Exhibit "M."**

37. The WW-Original Restrictions have been subsequently amended, however, there has been no amendment to the above-quoted provisions.

38. Block G and H and portions of Lots 9 and 10 of Block F of Water Wheel Unit 1 were incorporated into Heritage Wood by virtue of the plat of Heritage Wood (a Replat of a Portion of Water Wheel Mobile Home Community & RV Park- Unit No. 1), Plat Book 4, Page 61-A, in the Public Records of Sumter County, Florida.

Common Area Ownership

39. The HH-Original Restrictions, HW-Original Restrictions or WW-Original Restrictions, and the amendments thereto, may collectively be referred to as the “Declarations” or “Restrictions”.

40. The subdivisions’ respective Declarations and related documents are nearly identical or, at the very least, extremely similar on the relevant, substantive issues, material to this action.

41. The “Common Areas” within Hearty Host, Heritage Wood and Water Wheel (collectively “Common Areas”) together with certain lots, were conveyed to Sunshine State Service Corporation on or about October 7, 1987 as part of the above-referenced action (*Sunshine State Services Corporation, et al., vs. Dove Investments of Hillsborough County, Inc., et al., vs. Freedom Savings and Loan Association, et al.*, Case No. 84-66-CA, in the Fifth Judicial Circuit in and for Sumter County, Florida), by virtue of that Certificate of Title, recorded in Official Records Book 355, Page 111, in the Public Records of Sumter County, Florida, a copy of which is attached hereto as **Exhibit “N.”**

42. Title to the Common Areas, together with certain lots, then passed as follows:

- (a) From Sunshine State Service Corporation to EGR Enterprises Inc., pursuant to that Quit Claim Deed dated on or about April, 1991, recorded in Book 426, Page 461, of the Public Records of Sumter County, Florida, a copy of which is attached hereto as **Exhibit “O.”**
- (b) From EGR Enterprises Inc., to LHTW Properties Inc., pursuant to that Warranty Deed dated November 30, 1993, recorded in Book 502, Page 105, of the Public Records of Sumter County, Florida, a copy of which is attached hereto as **Exhibit “P”;**
and
- (c) From LHTW Properties Inc., to Wildwood Villages pursuant to the aforementioned Warranty Deed attached hereto as Exhibit “H.”

Wildwood Villages, Quest and Unity

43. As set forth above, Wildwood Villages became the record titleholder of the Common Areas and certain individual lots in June of 2003.

44. Wildwood Villages, Quest, and Unity, and their agents or designees, have charged the Wildwood Country Resort property owners monthly maintenance fees related to Wildwood Villages' ownership and maintenance of the Common Areas.

45. The Wildwood Country Resort property owners pay the same monthly amount, irrespective of which subdivision they reside in, or which services were provided.

46. In other words, the monthly maintenance fees are a flat fee, equally borne by all residents, regardless of their respective subdivision.

47. Wildwood Villages and Quest have encumbered the Common Areas and certain individual lots owned by Wildwood Villages and Quest, with mortgages during its ownership.

48. Defendants' mortgage(s) encumbering the Common Areas, together with certain lots, was previously being foreclosed on by mortgagee, Premier American Bank, in the Circuit Court case identified as *Premier American Bank, et al., vs. Quest Industries, LC, Wildwood Villages, LLC, et al.*, Case No. 11-CA-857, in the Fifth Judicial Circuit in and for Sumter County, Florida.

49. Wildwood Villages, Quest and Unity have improperly assessed mortgage payments related to the Common Areas, and possibly the lots owned by Wildwood Villages, to the property owners in Hearty Host, Water Wheel and Heritage Wood.

50. In addition to defaulting on the terms of payment of the promissory note and mortgage(s) encumbering the Common Areas, together with certain lots, Wildwood Villages, in violation of the various subdivisions' Restrictions, has regularly failed to timely pay taxes for the Common Areas, resulting in penalties and interest assessed to the property owners of Hearty Host, Water Wheel and Heritage Wood.

51. Jonathan Woods ("Woods"), the Managing Member of Quest, Unity and a Member of Wildwood Villages, misrepresented to the Class Plaintiffs and other similarly situated lot owners, both in writing and verbally, that he paid approximately Sixty-Thousand Dollars in ad valorem taxes and non-ad valorem taxes for tax-years 2010 and 2011 when, in fact, those taxes remained delinquent, due and owing.

52. Woods is licensed with Florida's Department of Business and Professional Regulation as a Community Association Manager under Section 468.431(4), Florida Statute.

53. At times throughout its ownership of the Common Areas, Wildwood Villages has also failed to perform and reduced or eliminated many of the other services required by the

various subdivisions' Restrictions, as amended, including the "employment of a park manager." In short, the Common Areas have, at various times, been poorly maintained, unkempt, unsightly, and/or in general a state of or disrepair.

54. The Class Plaintiffs and other similarly situated lot owners, independently and through counsel, have repeatedly demanded that Wildwood Villages cure the defaults and resume the provision of the requisite services, but have ultimately been rebuffed.

55. In addition to the foregoing, Wildwood Villages regularly rents the Common Facilities out to individuals or entities that are not Wildwood Country Resort residents.

56. For example, Wildwood Villages rents out the Wildwood Country Resort clubhouse out to a church group every Sunday morning, during which time it is not accessible to Wildwood Country Resort residents.

57. Despite such rental income, the reductions or eliminations of requisite services, restricting resident access to Common Facilities, defaulting on loan obligations and failing or refusing to pay the ad valorem taxes due on the Common Areas, Wildwood Villages has regularly increased the "monthly maintenance fees" it charges the Class Plaintiffs and other similarly situated lot owners.

58. For example, in violation of the Restrictions for Hearty Host, Water Wheel and Heritage Wood, as amended, which only allow the monthly maintenance fee to be increased annually on the first of July, Wildwood Villages raised the monthly maintenance fee from Two Hundred Thirty Two and 00/100 DOLLARS (\$232.00) to Two Hundred Forty Seven and 00/100 DOLLARS (\$247.00) in January of 2012 and from Two Hundred Forty Seven and 00/100 DOLLARS (\$247.00) to Two Hundred Sixty and 00/100 DOLLARS (\$260.00) in August of 2012.

59. More recently the increases were as follows: from Two Hundred Sixty and 00/100 DOLLARS (\$260.00) to Two Hundred Seventy Three and 00/100 DOLLARS (\$273.00) on July 1, 2013; and to Two Hundred Ninety Seven and 00/100 DOLLARS (\$297.00) on July 1, 2014.

60. Woods, as representative of Wildwood Villages, has admitted to certain Wildwood Resort residents that part of the reason for the recent increases was Defendants passing off attorneys' fees and other legal expenses they incurred in this litigation and other lawsuits, or the threats thereof, to the Wildwood Country Resort residents.

61. On multiple occasions, Wildwood Villages has required that the Class Plaintiffs and other similarly situated lot owners pay the monthly maintenance fees directly to Quest and Unity.

62. The monthly maintenance fees include payment of Wildwood Villages' profit margin pursuant to the Hearty Host, Water Wheel and Heritage Wood Restrictions, as amended, which state that the monthly maintenance fee may include "...a reasonable profit margin not to exceed ten (10%) percent of the fair market value of the facilities operated and maintained by the owner on behalf of the owners of lots within the subject property." (Emphasis added).

63. Wildwood Villages often refers to this profit margin as its "management fee."

64. For the years, including without limitation, 2006, 2007, 2008, 2009 and 2010, Wildwood Villages charged a management fee of Two Hundred Ten Thousand and 00/100 DOLLARS (\$210,000.00) per year.

65. Wildwood Villages has indicated that it is in possession of a written appraisal valuing the Common Area facilities that Wildwood Villages operates and maintains on behalf of the Class Plaintiffs and other similarly situated property owners ("Common Facilities") at Two-Million, One-Hundred-Thousand and 00/100 DOLLARS (\$2,100,000.00).

66. Similarly, Wildwood Villages' attorney justified said "management fee", as follows: "...with regard to the management fees, it must be noted that the fair market value of the amenities, not including real property, was appraised at \$2.1 million in 2007 by a licensed appraiser."

67. However, on other occasions, including without limitation in the "Wildwood Country Resort Proposed Budget 2010", Wildwood Villages indicated that the "management fee" was actually \$150,000.00 and referenced an appraisal establishing the fair market value of the "Common Facilities" at One Million Five, Hundred Thousand and 00/100 Dollars.

68. For the year of 2011, Wildwood Villages indicated that 10% of the 2011 fair market value of said facilities was Three Hundred Fifteen Thousand and 00/100 (\$315,000.00), which would indicate that the Common Facilities had a fair market value of Three Million One Hundred Fifty Thousand and 00/100 Dollars (\$3,150,000.00).

69. However, in the "Wildwood Country Resort Budget [for] 2011", the "management fee" was set forth as an expense of \$270,000.00, which would indicate that the

Common Facilities had a fair market value of Two Million Seven Hundred Thousand and 00/100 Dollars (\$2,700,000.00).

70. Wildwood Villages set forth a different fair market value of the Common Facilities for 2011, in a report dated May 20, 2013, the 2011 value of the Common Facilities was listed at Three Million One Hundred Sixty Seven Thousand Two Hundred Ten and 00/100 Dollars (\$3,167,210.00).

71. More recently, in Wildwood Villages' 2013 Schedule of Income and Expenses, "10% of Facilities Maintained and Operated" was equated with \$320,000.00, which would indicate that the Common Facilities had a fair market value of Three Million Two Hundred Thousand and 00/100 Dollars (\$3,200,000.00).

72. The Class Plaintiffs and other similarly situated lot owners, independently and through counsel, have repeatedly demanded that Wildwood Villages provide the aforementioned 2007 written appraisal, or any other appraisal establishing the fair market value of the Common Facilities.

73. Despite repeated assurances that written appraisals were forthcoming, Wildwood Villages has failed to provide the same, until discovery in this action.

74. As part of their discovery responses in this matter, Defendants produced an "Appraisal of Land and Miscellaneous Improvements" dated May 25, 2007, (the "2007 Appraisal"). That "Appraisal" did not provide an appraisal of the Common Facilities, rather it was an appraisal for approximately 340.27 acres, which included the Common Facilities, determining a highest and best use of the site "...as vacant is for future low-density residential development."

75. Incidentally, the 2007 Appraisal did indicate that the value of all of the improvements (Clubhouse, Pools, Barns, Fencing, etc...) was One Million and 00/100 Dollars (\$1,000,000.00) - not over \$2,000,000.00 as Wildwood Villages has claimed since at least 2006..

76. In addition, during discovery in this action, Defendants produced insurance documents that show that Wildwood Villages affirmed values of the Common Areas and/or Common Facilities, as follows:

- a. June 28, 2012: \$1,106,265.00;
- b. July 8, 2011: \$1,106,265.00;
- c. July 7, 2010: \$1,106,265.00;

- d. May 19, 2009: \$1,106,265.00;
- e. July 7, 2008: \$1,106,265.00;

77. The Class Plaintiffs and other similarly situated lot owners, independently and through counsel, have also repeatedly demanded that Wildwood Villages provide financial documentation of its actual expenses related to its provision of the services required by the various subdivisions' Restrictions, as amended, including a demand pursuant to Section 720.3086, Florida Statutes.

78. Wildwood Villages has failed or refused to provide documentation or information, which justifies its monthly maintenance fees, and has asserted that it is not subject to Section 720.3086, Florida Statutes.

79. In addition, Wildwood Villages has improperly budgeted expense items that have no relation to the provision of services to the lot owners, including without limitation, the following:

- (a) equipment not necessary or used for the maintenance of the Common Areas or Common Facilities;
- (b) payments made upon a loan debt of Quest, secured by real property not part of the Common Areas or Common Facilities; and
- (c) expenses for maintenance and/or service that was not actually provided.

80. In addition, Wildwood Villages, Quest and Unity have improperly budgeted certain mortgage or financing expenses of Wildwood Villages and Quest as part of the expenses obligating the property owners, effectively having the Class Plaintiff and similarly situated residents pay for the financing of Wildwood Villages' purchase of the Common Areas, certain Wildwood Country Resort lots and real property not in Wildwood County Resort.

81. In short, Wildwood Villages, Quest, and Unity have defrauded the Class Plaintiffs and other similarly situated lot owners, including without limitation, by charging artificially high "monthly maintenance fees" and fabricating and falsely inflating Wildwood Villages' "expenses".

82. In addition, Wildwood Villages, Quest and Unity have sold items that were paid for or financed by the Class Plaintiffs and similarly situated lot owners, but such amounts have not been credited to or held on account of the Class Plaintiffs and similarly situated lot owners.

83. The monthly maintenance fees are also artificially high because Wildwood Villages owns a large number of the Wildwood Country Resort lots, but fails or refuses to pay

monthly maintenance fees, despite being required to do so by the various subdivisions' Restrictions, as amended.

84. Wildwood Villages has an implied fiduciary duty, by virtue of the duties established under the Declarations of the respective subdivisions, together with the mandatory payment of assessments by the Class Plaintiffs and similarly situated lot owners.

85. Meanwhile, Unity and Woods have an implied fiduciary duty by virtue of being a Community Association Management Firm and a Community Association Manager, respectively.

86. Wildwood Villages, Unity and Woods are in a position of trust and confidence to act on behalf, and for the benefit of, the Class Plaintiffs and similarly situated lot owners.

87. Wildwood Villages, Unity and Woods are to act as stewards of the assessments paid by the Class Plaintiffs and similarly situated lot owners and as a steward of the land and Common Facilities that were to be for the use, benefit and enjoyment of the Class Plaintiffs and similarly situated lot owners.

88. Wildwood Villages, Unity and Woods voluntarily assumed these positions of trust and confidence by virtue of the purchase of the property referred to as Wildwood Country Resorts, with full knowledge and acceptance of the existing Declarations and by their licensure with Florida's Department of Business and Professional Regulation.

89. All conditions precedent to this action have occurred, been performed or been waived.

90. The Class Plaintiffs have retained the undersigned to represent them in this action, and are obligated to pay reasonable attorney's fees and costs in this matter.

Class Representation Allegations

91. This action is brought by Class Plaintiffs as a class action, on their own behalf and on behalf of all others similarly situated, under the provisions of Rule 1.220(b)(3), Fla.R.Civ.P., and for damages, costs, attorney's fees and interest, where appropriate.

92. The proposed plaintiff class consists of all Hearty Host, Water Wheel and Heritage Wood lot owners who have been charged monthly maintenance fees or assessments, other than the Defendants and the Defendants' officers, directors, members, employees or agents. The proposed plaintiff class also consists of all prior Hearty Host, Water Wheel and Heritage Wood lot owners who were charged monthly maintenance fees or assessments, but sold their

lot(s) after Wildwood Villages took ownership of the “Common Areas” on or about June 11, 2003.

93. The proposed plaintiff class satisfies all of the requirements for class certification.

94. Fla.R.Civ.P. 1.220(a): Pursuant to Fla.R.Civ.P. 1.220(a), a class may be certified if:

1) the members of the class are so numerous that separate joinder of each member is impracticable,

2) the claim or defense of the representative party raises questions of law or fact common to the questions of law or fact raised by the claim or defense of each member of the class,

3) the claim or defense of the representative party is typical of the claim or defense of each member of the class, and

4) the representative party can fairly and adequately protect and represent the interests of each member of the class. [Emphasis added]

These factors are commonly referenced as numerosity, commonality, typicality, and adequacy.

95. Numerosity: Here, it is unquestionable that joinder would be impracticable. There are multiple lot owners who sold their lot(s) after Wildwood Villages took ownership of the “Common Areas.” Moreover, according to the Sumter County Property Appraiser’s website, Wildwood Country Resort has approximately one hundred forty seven (147) lots owned by a person other Wildwood Villages or its related entities. Of those, fifty-three (53) are in the Hearty Host subdivision, sixty-one (61) are in Heritage Wood ‘n Lake, and thirty-three (33) are in Water Wheel. While the exact number may change slightly if any changes in ownership have not yet been incorporated in the Property Appraiser’s online records, it is clear that the sheer number of prospective members makes joinder impracticable. In addition, any future lot owners cannot be readily identified and, therefore, joinder is literally impossible.

96. Commonality: Here, the Class Plaintiffs’ claims, and the claims of all of the proposed class members, arise from the same course of conduct by Wildwood Villages, Quest and Unity. Each class member is being charged an ever increasing “monthly maintenance fee” based on, amongst other things, false or fabricated expenses, an inflated value of the “Common Facilities,” improper budgeting of expenses that are unrelated to the maintenance of the “Common Areas” or for maintenance and/or service that was not actually provided. In addition,

the monthly maintenance fees are artificially high because Wildwood Villages owns a large number of the Wildwood Country Resort lots, but fails to pay any monthly maintenance fees. The improperly calculated “monthly maintenance fees” are assessed against all class members and are part of Defendants’ standardized conduct and/or a generalized policy.

97. In addition, the proposed class shares common questions of law. The various subdivisions’ respective Declarations and related documents are nearly identical or, at the very least, extremely similar on the relevant, substantive issues. The common questions of law thus include, without limitation, whether Wildwood Villages is subject to section 720.3086 of the Florida Statutes, the meaning of “Common Facilities” as used in the various subdivisions’ Declarations, as amended, whether said Restrictions are valid and enforceable, whether Wildwood Villages has a fiduciary relationship to the Class Plaintiffs and other proposed class members, whether Wildwood Villages is required to pay the “Monthly Maintenance Fees” on lots it owns in Wildwood Country Resort, what charges are properly assessed as obligations of the Class Plaintiffs and similarly situated lot owners, and what credits are to be applied on account for the Class Plaintiffs and similarly situated lot owners.

98. Typicality: The Class Plaintiff’s claims are identical to the claims of the other proposed class members. The Class Plaintiffs and each proposed class member have the same legal interest and have endured the same legal injury. Moreover, the various subdivisions’ respective Declarations and related documents are nearly identical or, at the very least, extremely similar on the relevant, substantive issues. If the Class Plaintiffs are able to prove their allegations, all class members will have the same causes of action. In other words, the claims raised and defenses asserted will be the same or substantially similar with respect to the representative plaintiffs and the individual class members. Additionally, since the representative plaintiffs and the class members are bound by the respective Declarations with the same or substantially similar provisions, the facts supporting any claims and defenses asserted are common among the class and predominate over any individual factual issues.

99. Adequacy of Class Plaintiffs: Class Plaintiffs are adequate representatives of all the class members. The interests of the Class Plaintiffs are the same as all class members in the proposed class, and there is nothing antagonistic among the interests of any of them or anything that poses a potential conflict of interest. Stated differently, the Class Plaintiffs’ claims are identical to those of the other proposed class members and their interests are entirely

coextensive. The Class Plaintiffs will diligently and fairly pursue this action on behalf of themselves and the class members.

100. Adequacy of Counsel: Joseph N. Alexander of Lieser Skaff Alexander, PLLC is an AV Peer Review Rated attorney with more than ten (10) years of experience as a practicing attorney. More than eight (8) years of that time has been spent in commercial litigation, corporate litigation and real property litigation, including, without limitation, representation of community associations in enforcement of declarations of covenants and restrictions. At the time of filing the Complaint, he represented approximately twelve (12) homeowner's associations, four (4) condominium associations, and a cooperative housing association. Mr. Alexander has no relationship with the Class Plaintiffs, other than attorney-client, and his only motivation is the vigorous representation of his clients in fulfilling the attorney-client relationship. Mr. Alexander's professional commitments are typical of an attorney in private practice and are not antagonistic to, nor would they detract from, his efforts to secure a favorable decision for the class in this case. Furthermore, Mr. Alexander has represented the Harrises and their predecessor in interest for nearly three years and is intimately familiar with the details of this matter.

101. Jeffrey P. Lieser of Lieser Skaff Alexander, PLLC, has more than seven (7) years of experience as a practicing attorney. With the exception of time spent deployed to Iraq in 2011 as a member of the United States Army, Judge Advocate General's (JAG) Corps, Mr. Lieser's practice has been in general civil litigation. As part of his practice, he has represented clients in both the Chinese-Manufactured Drywall Litigation and the BP Deepwater Horizon Litigation. Mr. Lieser has no relationship with the Class Plaintiffs, other than attorney-client, and his only motivation is the vigorous representation of his clients in fulfilling the attorney-client relationship. Mr. Lieser's professional commitments are typical of an attorney in private practice and are not antagonistic to, nor would they detract from, his efforts to secure a favorable decision for the class in this case.

102. Derek A. Schroth of Bowen & Schroth, P.A. was admitted to the Florida Bar in 2000 and is board-certified in local government law. He is experienced in class action litigation and has successfully defended and prosecuted class-action cases and complex litigation cases in state and federal court. This Honorable Court has recently confirmed Mr. Schroth as class counsel in *Lori West and Rosalind Weaver v. City of Wildwood, Florida*, in the Fifth Circuit in

and for Sumter County, case number: 2013-CA-000268. Mr. Schroth has no relationship with the Class Plaintiffs, other than attorney-client, and his only motivation is the vigorous representation of his clients in fulfilling the attorney-client relationship. Mr. Schroth's professional commitments are typical of an attorney in private practice and are not antagonistic to, nor would they detract from, his efforts to secure a favorable decision for the class in this case.

103. All counsel will vigorously pursue the claims of the class.

104. Fla.R.Civ.P. 1.220(b)(1): Once the prerequisites of Fla.R.Civ.P. 1.220(a) are satisfied, the class action may only be maintained if one of three conditions is satisfied, including that:

“...the prosecution of separate claims or defenses by or against individual members of the class would create a risk of either:

(A) inconsistent or varying adjudications concerning individual members of the class which would establish incompatible standards of conduct for the party opposing the class; or

(B) adjudications concerning individual members of the class which would as a practical matter, be dispositive of the interests of other members of the class who are not parties to the adjudications, or substantially impair or impede the ability of other members of the class who are not parties to the adjudications to protect their interests.” Fla.R.Civ.P. 1.220(b)(1).

105. Class Plaintiffs meet both of these requirements. This matter rests on the Wildwood Villages, Quest and Unity, relationship to the Class Plaintiffs and the nature of the alleged or purported injuries and/or interests are standardized to all lot owners, as is the nature of the relief. Should class certification be denied, and the Class Plaintiffs proceed without the other class members, this Court's judgment as to matters such as the definition of “facilities” in the various subdivisions' Declarations, as amended, and the fair market value of the facilities, would as a practical matter, be dispositive of the question for all other class members. Similarly, this court's judgment as to how often and by what method Wildwood Villages, Quest and Unity must conduct an appraisal of the fair market value of the facilities, whether the current profit margin is “reasonable”, whether the subdivisions' various Restrictions, as amended, are valid and enforceable, whether a fiduciary relationship exists between Wildwood and lot owners, whether Wildwood Villages and its related entities must pay monthly maintenance fees for its lots, whether Wildwood Villages is subject to F.S. § 720.3086, and whether Defendants are liable for

damages would also be dispositive. Moreover, if other class members proceeded separately, there is a substantial risk that other courts would not adjudicate each and every question in an identical way, which could result in Wildwood Villages, Quest and Unity having to comply with incompatible standards of conduct.

106. In further support of these allegations, the Class Plaintiffs allege as follows: (a) no other known litigation based on the instant or similar facts is pending in any court; (b) there is no compelling need nor apparent desire by other persons and parties who are class members to individually control their separate potential lawsuit; (c) it is desirable to concentrate the litigation in the fewest forums and courts for purposes of judicial economy, i.e., economics of time, effort, expense and uniformity of decision as to persons and parties similarly situated; (d) a class action is superior because it will avoid a multiplicity of lawsuits and will permit the litigation of relatively small claims otherwise insufficient to support individual litigation. Joinder, intervention and consolidation are not reasonable alternatives; (e) no undue difficulties in the manageability of the case are apparent. The identities of class members and their addresses are easily obtainable. Notice to class members will thus pose no serious problem. The relevant geographic area is limited to one contiguous area. In addition, there are no potential compulsory counterclaims; (f) the case is amenable to liability being determined on a class-wide basis, and to recovered damages being fairly and equitably deployed to the benefit of individual class members.

107. In the event that that class certification should be denied in whole or in part, the Class Plaintiffs respectfully request that subclasses based on subdivision be certified and that they be permitted to serve as the Sub-Class Plaintiffs of their respective subdivision-based subclass.

COUNT I – DECLARATORY ACTION

108. The Class Plaintiffs re-allege Paragraphs 1-107 as if fully set forth herein.

109. This is a Declaratory Action pursuant to Chapter 86, Florida Statutes against Wildwood Villages, Quest and Unity as Defendants who may have a claim or interest, which would be affected by this action, and allege.

110. The Class Plaintiffs and other similarly situated lot owners are in doubt as to their rights, obligations or status under the various subdivisions' Declarations, as amended.

111. The Class Plaintiffs and other similarly situated lot owners are also in doubt as to their rights, obligations or status following the City of Wildwood's recent decision to re-zone the Common Areas, or portions thereof, as "C-2: General Commercial- Neighborhood".

112. The Class Plaintiffs and other similarly situated lot owners are also in doubt as to the rights, obligations or status of the Defendants under the various subdivisions' Declarations, as amended and the City of Wildwood's decision to re-zone the Common Areas, or portions thereof, as "C-2: General Commercial- Neighborhood".

113. The Class Plaintiffs assert that the various subdivisions' Restrictions and amended Restrictions obligate Wildwood Villages to provide the services specified in the Restrictions, as amended.

114. The Class Plaintiffs assert that the monthly maintenance fees should be exactly equal to Wildwood Villages' actual expenses, plus the "reasonable profit margin," as specified in the various subdivisions' Restrictions, as amended.

115. The Class Plaintiffs assert that the "reasonable profit margin" should not exceed ten-percent (10%) of the fair market value of the "Common Facilities".

116. The Class Plaintiffs further assert that "Common Areas" as that term is used in the various subdivisions' Restrictions and "Common Facilities" are disparate terms and that the "Common Facilities" comprise a small percentage of the "Common Areas".

117. The Class Plaintiffs also assert that all lots, including those owned by Wildwood Villages, should be subject to the monthly maintenance fees.

118. The Class Plaintiffs also assert that they are being charged for expenses that should be the sole obligation of the Defendants.

119. The Class Plaintiffs also assert that they are not being credited for amounts that have been received by the Defendants as a result of the previous payments of the Class Plaintiffs.

120. The Class Plaintiffs also assert that they are not being credited for amounts of revenue being received by the Defendants for disposition of assets purchased through funds obtained through assessing the Class Plaintiffs.

121. The Class Plaintiffs also assert that they are not being credited for amounts of revenue being received by the Defendants for third party rent and use of Common Facilities.

122. The Class Plaintiffs also assert that Wildwood Villages has a fiduciary duty in favor of the Class Plaintiffs and similarly situated lot owners.

123. Based upon the actions of Wildwood Villages, it is clear that Wildwood Villages does not agree with the Class Plaintiffs' interpretation of the various subdivisions' Restrictions, as amended.

124. The Class Plaintiffs seek declaratory relief as there is a bona fide, actual, present and practical need for a judicial declaration as to:

- (a) the definition of "facilities" as the term is used in the various subdivisions' Restrictions, as amended, to wit: "...the fair market value of the facilities operated and maintained by the owner on behalf of the owners of lots within the subject property;"
- (b) the current "fair market value" of the "Common Facilities";
- (c) how often and by which method Wildwood Villages must conduct an appraisal of the "fair market value" of the "Common Facilities";
- (d) whether the management fees Defendants are currently charging and have charged in the past constitute or have constituted "reasonable profit margins" under the various subdivisions' Restrictions, as amended;
- (e) whether Wildwood Villages, Quest and Unity are subject to Section 720.3086 of the Florida Homeowner's Association Act;¹
- (f) whether the various subdivisions' Restrictions and Restrictions, as amended, are valid and enforceable;
- (g) whether a fiduciary relationship exists between Wildwood Villages and the Class Plaintiffs and/or the other Wildwood Country Resort lot owners;
- (h) whether the Defendants are required to pay monthly maintenance fees upon the Wildwood Country Resort lots they own;
- (i) whether expenses are being properly included in the obligation of the Class Plaintiffs;
- (j) whether credits are being properly allocated to the Class Plaintiffs;
- (k) whether Wildwood Villages is permitted to rent the Common Facilities out to individuals and/or entities that are non-residents; and
- (l) whether the imposition of an equitable lien is appropriate.

125. The declarations sought, pertain to a present, ascertainable state of facts and/or controversy involving those facts and to the Class Plaintiffs' and other similarly situated lot

¹ That Section, entitled "Financial Reports," states in relevant part that: "in a residential subdivision in which the owners of lots or parcels must pay mandatory maintenance or amenity fees to . . . to the owners of the common areas, recreational facilities, and other properties serving the lots or parcels, the . . . owner of such areas, facilities, or properties shall make public, within 60 days following the end of each fiscal year, a complete financial report of the actual, total receipts of mandatory maintenance or amenity fees received by it, and an itemized listing of the expenditures made by it from such fees, for that year."

owners' rights, status, immunities, powers, privileges and other equitable or legal relations, which is ripe for adjudication. The rights, status, immunities, powers, privileges, entitlements and obligations of the parties are dependent upon the application of the law to those facts.

126. Unless the Court enters declarations, the Class Plaintiffs and other similarly situated lot owners will be unable to determine their rights and obligations, and the rights and obligations of Wildwood Villages, Quest and Unity.

127. In light of the foregoing, the Class Plaintiffs, respectfully request the Court make judicial declarations as to aforementioned matters.

128. The Class Plaintiffs are entitled to recovery of their costs, including reasonable attorney's fees, incurred in bringing this action, pursuant to the various subdivisions' Restrictions, and pursuant Sections 57.105(7) and 720.305, Florida Statutes.

WHEREFORE, Class Plaintiffs, VAUGHN R. HARRIS and CHERYL M. HARRIS, WILLIAM ABRAHAM and CLAUDEAN ABRAHAM, JERRY NEAVEILL and CONNIE NEAVEILL, and TERRANCE PIOTROWICZ and SUZANNE PIOTROWICZ, respectfully request that this Court certify the class and enter a judgment: (a) defining "facilities" in accordance with how that term is used in the various subdivisions' Restrictions, as amended; (b) declaring "the fair market value of the facilities operated and maintained by the owner on behalf of the owners of lots within the subject property;" (c) declaring how often and by which method Wildwood Villages must conduct an appraisal of the "fair market value" of the "facilities" in accordance with how that term is used in the various subdivisions' Restrictions, as amended; (d) declaring that Two Hundred Ten Thousand and 00/100 DOLLARS (\$210,000.00) is not a "reasonable profit margin;" (e) declaring that Wildwood Villages, Quest and Unity are required to provide Financial Reports pursuant to Section 720.3086, Florida Statutes; (f) declaring that the various subdivisions' Restrictions, as amended are valid and enforceable; (g) declaring that a fiduciary relationship existed between Wildwood Villages and the Class Plaintiffs; (h) declaring that Woods, Wildwood Villages, and any other entities Wildwood Villages or Woods owns or controls are required to pay monthly maintenance fees upon the Wildwood Country Resort lots they own; (i) declaring that certain expenses are being improperly included in the obligation of the Class Plaintiffs; (j) declaring that certain credits are being properly allocated to the Class Plaintiffs; (k) declaring that Wildwood Villages is proscribed from renting the Common Facilities out to individuals and/or entities that are non-residents of Wildwood Country Resort;

(l) declaring the imposition of an equitable lien appropriate; (m) awarding the Class Plaintiffs costs, including reasonable attorneys' fees incurred in bringing this action pursuant to Florida Statute, the Restrictions or from any common fund; and (n) for all other relief to which Plaintiffs are entitled at law or in equity.

COUNT II – EQUITABLE ACCOUNTING

129. The Class Plaintiffs re-allege Paragraphs 1-107 as if fully set forth herein.

130. This is an action for Equitable Accounting against Wildwood Villages, Quest and Unity.

131. The various subdivisions' Restrictions, as amended, constitute a contract between the Class Plaintiffs and Wildwood Villages.

132. Furthermore, a fiduciary relationship existed between Wildwood Villages and the Class Plaintiffs.

133. The Class Plaintiffs and other similarly situated lot owners, independently and through counsel, have repeatedly demanded that Wildwood Villages provide financial documentation, including those documents, which justify the current monthly maintenance fee, including without limitation, any written appraisal of the "Common Facilities".

134. Wildwood Villages has asserted that it is not subject to Section 720.3086, Florida Statutes.

135. Wildwood Villages has failed or refused to supply such documentation or information and has asserted that it is under no statutory or other obligation to do so.

136. Upon information and belief, the sought documentation and information involves extensive or complicated accounts.

137. The contract demands between the litigants involves extensive or complicated accounts.

138. It is not clear that the remedy at law is as full adequate and expeditious as it is in equity.

139. Stated differently, Class Plaintiffs have no adequate remedy at law to obtain said financial documentation and information.

140. Upon Class Plaintiffs' information and belief, they and other similarly situated lot owners have been and are being injured, defrauded and misled by Defendants'

misrepresentations and falsehoods, which are designed to provide pecuniary advantage to Defendants.

141. The Class Plaintiffs are entitled to recovery of their costs, including reasonable attorney's fees, incurred in bringing this action, pursuant to the various subdivisions' Restrictions, as amended, and pursuant Sections 57.105(7), Florida Statutes.

WHEREFORE, Class Plaintiffs, VAUGHN R. HARRIS and CHERYL M. HARRIS, WILLIAM ABRAHAM and CLAUDEAN ABRAHAM, JERRY NEAVEILL and CONNIE NEAVEILL, TERRANCE PIOTROWICZ and SUZANNE PIOTROWICZ, respectfully request that this Court certify the class and enter an Order that: (a) Defendant, WILDWOOD VILLAGES, LLC, render a detailed and verified accounting to Class Plaintiffs of the 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013 and 2014 income and expenses it received and incurred with relation to its provision of the services required by the various subdivisions' Restrictions, as amended, and/or the ownership or management of the "Common Facilities" or "Common Areas"; (b) Defendant, QUEST INDUSTRIES, LC, render a detailed and verified accounting to Plaintiffs of its 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013 and 2014 income and expenses related to the "Common Facilities" or "Common Areas"; (c) Defendant, UNITY LAND MANAGEMENT, LLC, render a detailed and verified accounting to Plaintiffs of its 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013 and 2014 income and expenses related to the "Common Facilities" or "Common Areas"; (d) Defendants, WILDWOOD VILLAGES, LLC, QUEST INDUSTRIES, LC, and UNITY LAND MANAGEMENT, LLC, provide to Plaintiffs any documentation or information related to how it or its agents calculated the fair market value of the facilities it operates and maintains on behalf of the Wildwood Country Resort lot owners; (e) award the Plaintiff its costs, including reasonable attorneys' fees incurred in bringing this action pursuant to Florida Statute, the Restrictions or from any common fund; and (f) for all other relief to which Plaintiffs are entitled at law or in equity.

COUNT III – FRAUD

142. The Class Plaintiffs re-allege Paragraphs 1-107 as if fully set forth herein.

143. This is an action for Fraud against Wildwood Villages and is independent of any breach of contract action.

144. The Class Plaintiffs and other similarly situated lot owners are being defrauded by the actions and statements of Wildwood Villages, including without limitation, Defendant

wrongfully and artificially increasing the amount of “monthly maintenance fees” by misrepresenting the value of the “Common Facilities”, misrepresenting expense items, and improperly budgeting expense items that have no relation to the provision of services to Wildwood Country Resort lot owners.

145. These statements and actions concern material facts.

146. Defendants had knowledge or should have known that the statements and were false and that Defendants’ related actions were fraudulent.

147. Defendants’ intent in making the false statements and carrying out the related actions was that the statements and actions would induce Class Plaintiffs and similarly situated lot owners to act thereon by paying artificially high “monthly maintenance fees”.

148. Class Plaintiffs and similarly situated lot owners relied on the false statements and related actions and in doing so were injured and suffered damages.

149. The Class Plaintiffs and other similarly situated lot owners are engaged in a cooperative enterprise as residents of the subdivisions that share the Common Areas.

150. The Class Plaintiffs and other similarly situated lot owners have a joint pecuniary interest based upon their sharing of the Common Facilities and the resulting effect on their respective subdivisions and lots.

151. The Class Plaintiffs and other similarly situated lot owners do not have a choice of remedies that may be subject to separate and distinct defenses.

152. The Class Plaintiffs and other similarly situated lot owners are entitled to the imposition of a constructive trust as the Defendant, Wildwood Villages, has an implied fiduciary duty, and the failure of such constructive trust would offend equity.

WHEREFORE, Class Plaintiffs, VAUGHN R. HARRIS and CHERYL M. HARRIS, WILLIAM ABRAHAM and CLAUDEAN ABRAHAM, JERRY NEAVEILL and CONNIE NEAVEILL, TERRANCE PIOTROWICZ and SUZANNE PIOTROWICZ, respectfully request that this Court certify the class, enter an injunction enjoining Defendants from any other fraudulent conduct, enter judgment against WILDWOOD VILLAGES, LLC, for damages and prejudgment interest, impose equitable liens against the real property owned by Defendant, WILDWOOD VILLAGES, LLC, existing in Wildwood Country Resort, and any other assets obtained or benefitted using the excessive or improper assessments, as well as for judgments of foreclosure on the equitable liens, for court costs and attorneys’ fees pursuant to Florida Statute,

the Restrictions or from any common fund, and any further relief that the Court deems just and proper, including without limitation the imposition of a constructive trust.

COUNT IV: UNJUST ENRICHMENT

153. The Class Plaintiffs re-allege Paragraphs 1-107 as if fully set forth herein.

154. This is an action for Unjust Enrichment against Wildwood Villages, Quest, and Unity, and is brought in the alternative to Counts VI, VII and VIII

155. The Class Plaintiffs and other similarly situated lot owners have overpaid “monthly maintenance fees” to Defendants because of Defendants’ actions, including, but not limited to Defendants: wrongfully and artificially increasing the amount of “monthly maintenance fees” by inflating the value of the “Common Facilities”, fabricating or inflating expense items, improperly budgeting expense items that have no relation to the provision of services to Wildwood Country Resort lot owners and by Wildwood Villages not paying monthly maintenance fees on the lots that it owns.

156. In addition, the Defendants have financed all or portions of the purchase of certain properties through improperly assessing such expenses upon the Class Plaintiffs.

157. In other words, the Class Plaintiffs and other similarly situated lot owners have conferred a benefit upon Defendants, to which Defendants were not entitled.

158. Defendants acknowledged, appreciated and accepted the benefit conferred.

159. As a result, Defendants have been unjustly enriched at the expense of the Class Plaintiffs.

160. Defendants’ retention of the payment under the circumstances described herein would be inequitable.

161. The Class Plaintiffs and other similarly situated lot owners are entitled to damages as a result of Defendants’ unjust enrichment, including the disgorgement of any amount this Court deems to be an inflated “monthly maintenance fees” that Defendants have unlawfully retained.

162. The Class Plaintiffs and other similarly situated lot owners have unsuccessfully demanded a remedy from Defendants and has no other adequate remedy at law.

163. The Class Plaintiffs and other similarly situated lot owners are entitled to the imposition of a constructive trust as Wildwood Villages and Unity have an implied fiduciary duty, and the failure of such constructive trust would offend equity.

WHEREFORE, Class Plaintiffs, VAUGHN R. HARRIS and CHERYL M. HARRIS, WILLIAM ABRAHAM and CLAUDEAN ABRAHAM, JERRY NEAVEILL and CONNIE NEAVEILL, TERRANCE PIOTROWICZ and SUZANNE PIOTROWICZ, respectfully request that this Court certify the class, enter an injunction enjoining Defendants from any other fraudulent conduct, enter judgment against WILDWOOD VILLAGES, LLC, QUEST INDUSTRIES, LC, and UNITY LAND MANAGEMENT, LLC, for damages and prejudgment interest, impose equitable liens against any real property in Wildwood Country Resort that is owned by Defendants and any other assets obtained or benefitted using the excessive or improper assessments, as well as for judgments of foreclosure on the equitable liens, for court costs and attorneys' fees pursuant to Florida Statute, the Restrictions or from any common fund, and any further relief that the Court deems just and proper, including without limitation the imposition of a constructive trust.

COUNT V: QUANTUM MERUIT

164. The Class Plaintiffs re-allege Paragraphs 1-107 as if fully set forth herein.

165. This is an action for Quantum Meruit against Wildwood Villages, Quest, and Unity and is brought in the alternative to Counts VI, VII and VIII.

166. The Class Plaintiffs and other similarly situated lot owners have overpaid "monthly maintenance fees" to Defendants because of Defendants' actions, including, but not limited to Defendants: wrongfully and artificially increasing the amount of "monthly maintenance fees" by inflating the value of the "Common Facilities", fabricating or inflating expense items, improperly budgeting expense items that have no relation to the provision of services to Wildwood Country Resort lot owners and by Wildwood Villages not paying monthly maintenance fees on the lots that it owns.

167. In addition, the Defendants have financed all or portions of the purchase of certain properties through improperly assessing such expenses upon the Class Plaintiffs.

168. In other words, the Class Plaintiffs and other similarly situated lot owners have conferred a benefit upon Defendants, to which Defendants were not entitled.

169. Defendants acknowledged, appreciated and accepted the benefit conferred.

170. As a result, Defendants have been unjustly enriched at the expense of the Class Plaintiffs.

171. Defendants' retention of the payment under the circumstances described herein would be inequitable.

172. The Class Plaintiffs and other similarly situated lot owners are entitled to damages as a result of Defendants' unjust enrichment, including the disgorgement of any amount this Court deems to be an inflated "monthly maintenance fees" that Defendants have unlawfully retained.

173. The Class Plaintiffs and other similarly situated lot owners has unsuccessfully demanded a remedy from Defendants and has no other adequate remedy at law.

174. The Class Plaintiffs and other similarly situated lot owners are entitled to the imposition of a constructive trust as Wildwood Villages and Unity have an implied fiduciary duty, and the failure of such constructive trust would offend equity.

WHEREFORE, Class Plaintiffs, VAUGHN R. HARRIS and CHERYL M. HARRIS, WILLIAM ABRAHAM and CLAUDEAN ABRAHAM, JERRY NEAVEILL and CONNIE NEAVEILL, TERRANCE PIOTROWICZ and SUZANNE PIOTROWICZ, respectfully request that this Court certify the class, enter an injunction enjoining Defendants from any other fraudulent conduct, enter judgment against WILDWOOD VILLAGES, LLC, QUEST INDUSTRIES, LC, and UNITY LAND MANAGEMENT, LLC, for damages and prejudgment interest, impose equitable liens against any real property in Wildwood Country Resort that is owned by Defendants, and any other assets obtained or benefitted using the excessive or improper assessments, as well as for judgments of foreclosure on the equitable liens, for court costs and attorneys' fees pursuant to Florida Statute, the Restrictions or from any common fund, and any further relief that the Court deems just and proper, including without limitation the imposition of a constructive trust.

COUNT VI: BREACH OF CONTRACT
(HEARTY HOST)

175. The Class Plaintiffs re-allege Paragraphs 1-107 as if fully set forth herein.

176. This is an action for Breach of Contract against Wildwood Villages and is brought in the alternative to Counts IV and V, above.

177. In the event that that this Count is deemed inappropriate as a Class Count, the Class Plaintiffs respectfully request that subclasses based on subdivision be certified and that the Harrisses and Neaveills be permitted to serve as the Sub-Class Plaintiffs of the Hearty Host

subclass.

178. The HH-Original Restrictions and HH-First Amendment are valid and enforceable written contracts.

179. By the actions set forth herein, the Defendant, Wildwood Villages, has materially breached the HH-Original Restrictions and HH-First Amendment.

180. In addition, the Defendant, Wildwood Villages, has breached its duty of good faith and fair dealing in performance of its duties under the HH-Original Restrictions and HH-First Amendment.

181. The Class Plaintiffs and other similarly situated lot owners have suffered damages as a result of the breaches of the Defendant, Wildwood Villages.

WHEREFORE, Class Plaintiffs, VAUGHN R. HARRIS and CHERYL M. HARRIS, WILLIAM ABRAHAM and CLAUDEAN ABRAHAM, JERRY NEAVEILL and CONNIE NEAVEILL, TERRANCE PIOTROWICZ and SUZANNE PIOTROWICZ, respectfully request that this Court certify the class, or in the alternative, certify subclasses based on subdivision and that the Harrisses and Neaveills be permitted to serve as the Sub-Class Plaintiffs of the Hearty Host subclass, and that the Court enter an injunction enjoining Defendants from any other fraudulent or wrongful conduct, enter judgment against WILDWOOD VILLAGES, LLC, for damages and prejudgment interest, impose equitable liens against the real property owned by Defendant, WILDWOOD VILLAGES, LLC, existing in Wildwood Country Resort, and any other assets obtained or benefitted using the excessive or improper assessments, as well as for judgments of foreclosure on the equitable liens, for court costs and attorneys' fees pursuant to Florida Statute, the Restrictions or from any common fund, and any further relief that the Court deems just and proper, including without limitation the imposition of a constructive trust.

COUNT VII: BREACH OF CONTRACT
(WATER WHEEL)

182. The Class Plaintiffs re-allege Paragraphs 1-107 as if fully set forth herein.

183. This is an action for Breach of Contract against Wildwood Villages and is brought in the alternative to Counts IV and V, above.

184. In the event that that this Count is deemed inappropriate as a Class Count, the Class Plaintiffs respectfully request that subclasses based on subdivision be certified and that the Piotrowicz be permitted to serve as the Sub-Class Plaintiffs of the Water Wheel subclass.

185. The WW-Original Restrictions and WW-First Amendment are valid and enforceable written contracts.

186. By the actions set forth herein, the Defendant, Wildwood Villages, has materially breached the WW-Original Restrictions.

187. In addition, the Defendant, Wildwood Villages, has breached its duty of good faith and fair dealing in performance of its duties under the WW-Original Restrictions and WW-First Amendment.

188. The Class Plaintiffs and other similarly situated lot owners have suffered damages as a result of the breaches of the Defendant, Wildwood Villages.

WHEREFORE, Class Plaintiffs, VAUGHN R. HARRIS and CHERYL M. HARRIS, WILLIAM ABRAHAM and CLAUDEAN ABRAHAM, JERRY NEAVEILL and CONNIE NEAVEILL, TERRANCE PIOTROWICZ and SUZANNE PIOTROWICZ, respectfully request that this Court certify the class or, in the alternative, certify subclasses based on subdivision and that the Piotrowicz be permitted to serve as the Sub-Class Plaintiffs of the Water Wheel subclass, and that the Court enter an injunction enjoining Defendants from any other fraudulent or wrongful conduct, enter judgment against WILDWOOD VILLAGES, LLC, for damages and prejudgment interest, impose equitable liens against the real property owned by Defendant, WILDWOOD VILLAGES, LLC, existing in Wildwood Country Resort, and any other assets obtained or benefitted using the excessive or improper assessments, as well as for judgments of foreclosure on the equitable liens, for court costs and attorneys' fees pursuant to Florida Statute, the Restrictions or from any common fund, and any further relief that the Court deems just and proper, including without limitation the imposition of a constructive trust.

COUNT VIII: BREACH OF CONTRACT
(HERITAGE WOOD)

189. The Class Plaintiffs re-allege Paragraphs 1-107 as if fully set forth herein.

190. This is an action for Breach of Contract against Wildwood Villages and is brought in the alternative to Counts IV and V, above.

191. In the event that that this Count is deemed inappropriate as a Class Count, the Class Plaintiffs respectfully request that subclasses based on subdivision be certified and that the Abrahams be permitted to serve as the Sub-Class Plaintiffs of the Heritage Wood subclass.

192. The HW- Original Restrictions are a valid and enforceable written contract.

193. By the actions set forth herein, the Defendant, Wildwood Villages, has materially breached the HW-Original Restrictions.

194. In addition, the Defendant, Wildwood Villages, has breached its duty of good faith and fair dealing in performance of its duties under the HW-Original Restrictions.

195. The Class Plaintiffs and other similarly situated lot owners have suffered damages as a result of the breaches of the Defendant, Wildwood Villages.

WHEREFORE, Class Plaintiffs, VAUGHN R. HARRIS and CHERYL M. HARRIS, WILLIAM ABRAHAM and CLAUDEAN ABRAHAM, JERRY NEAVEILL and CONNIE NEAVEILL, TERRANCE PIOTROWICZ and SUZANNE PIOTROWICZ, respectfully request that this Court certify the class, or in the alternative, certify subclasses based on subdivision and that the Abrahams be permitted to serve as the Sub-Class Plaintiffs of the Heritage Wood subclass and that the Court enter an injunction enjoining Defendants from any other fraudulent or wrongful conduct, enter judgment against WILDWOOD VILLAGES, LLC, for damages and prejudgment interest, impose equitable liens against the real property owned by Defendant, WILDWOOD VILLAGES, LLC, existing in Wildwood Country Resort, and any other assets obtained or benefitted using the excessive or improper assessments, as well as for judgments of foreclosure on the equitable liens, for court costs and attorneys' fees pursuant to Florida Statute, the Restrictions or from any common fund, and any further relief that the Court deems just and proper, including without limitation the imposition of a constructive trust.

COUNT IX– FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(FDUPTPA)

196. The Class Plaintiffs re-allege Paragraphs 1 - 107 and 110-126, as if fully set forth herein.

197. This is an action pursuant to Chapter 501, *Fla. Stat*, against Defendant, Wildwood Villages and is independent of any breach of contract action.

198. At all times material hereto, Class Plaintiffs and similarly situated lot owners were “consumer[s]” as said term is defined under Florida Statutes §501.975(1).

199. At all times material hereto, Class Plaintiffs and similarly situated lot owners were “Senior Citizens” as that term is defined under Section 501.2077, Florida Statutes

200. The willful conduct of the Defendant including, but not limited to: wrongfully and artificially increasing the amount of “monthly maintenance fees” by inflating the value of the

“Common Facilities”, fabricating or inflating expense items, improperly budgeting expense items that have no relation to the provision of services to Wildwood Country Resort lot owners and by Wildwood Villages not paying monthly maintenance fees on the lots that it owns, amounts to unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of trade or commerce in violation of FDUPTA - more specifically, Section 501.204, Florida Statutes.

201. These unfair or deceptive acts caused Class Plaintiffs actual damages.

202. These acts are particularly egregious, as to those Class Plaintiffs and similarly situated lot owners who are Senior Citizens.

203. Under Section 501.2077, Florida Statutes, “a person who is willfully using, or has willfully used, a method, act, or practice in violation of this part which victimizes or attempts to victimize a senior citizen . . . is liable for a civil penalty of not more than \$15,000 for each such violation if she or he knew or should have known that her or his conduct was unfair or deceptive.”

204. It is in the interest of protection of consumers that the Defendant be prohibited and proscribed from further violations of the FDUTPA as described above.

205. In addition to monetary damages, pursuant to Florida Statutes §501.211, Class Plaintiffs and similarly situated lot owners are entitled to obtain a declaratory judgment that the acts and practices of the Defendant under FDUTPA are illegal, and a judgment enjoining the Defendant from further violations of the FDUTPA.

206. The Class Plaintiffs and other similarly situated lot owners are also entitled to the imposition of a constructive trust as the Defendant, Wildwood Villages, had an implied fiduciary duty, and the failure of such constructive trust would offend equity.

WHEREFORE, Class Plaintiffs, VAUGHN R. HARRIS and CHERYL M. HARRIS, WILLIAM ABRAHAM and CLAUDEAN ABRAHAM and JERRY NEAVEILL and CONNIE NEAVEILL, and TERRANCE PIOTROWICZ and SUZANNE PIOTROWICZ, respectfully request that this Court certify the class, award damages pursuant to §501.2075 *Fla. Stat.*, and that the Court impose equitable liens in the amount of said damages against the real property owned by Defendant, WILDWOOD VILLAGES, LLC, existing in Wildwood Country Resort, and any other assets obtained or benefitted using the excessive or improper assessments, as well as for judgments of foreclosure on the equitable liens, and for declaratory relief against Defendant,

WILDWOOD VILLAGES, LLC, adjudicating that the actions of Defendant, WILDWOOD VILLAGES, LLC, as described above constitute violations of FDUTPA, injunctive relief against Defendant, WILDWOOD VILLAGES, LLC, prohibiting Defendant, WILDWOOD VILLAGES, LLC, from further violations of FDUTPA as described above, as well as reasonable attorneys' fees and costs, pursuant to §501.2105 *Fla. Stat*, the Restrictions or from any common fund, and any other relief deemed reasonable and necessary by the Court, including without limitation to the imposition of a constructive trust.

COUNT X-BREACH OF IMPLIED FIDUCIARY DUTY

207. The Class Plaintiffs re-allege Paragraphs 1-107 as if fully set forth herein.

208. This is an action for damages and equitable relief resulting from a breach of implied fiduciary duty against Wildwood Villages and Unity and is independent of any breach of contract action.

209. Wildwood Villages and Unity have an implied fiduciary duty to act on behalf of and for the benefit of the Class Plaintiffs and other similarly situated lot owners.

210. The duties of Wildwood Villages arise out of the Declarations and related documents of the respective subdivisions.

211. The duties of Unity arise by virtue of Unity serving as a Community Association Management (CAM) Firm.

212. By virtue of the actions set forth above in the General Allegations, Wildwood Villages and Unity have breached their fiduciary duties, including without limitation to the duty of loyalty, the duty against self-dealing and the duty to act reasonably and/or in good faith.

213. The Class Plaintiffs and other similarly situated lot owners have been damaged by said breach.

214. The Class Plaintiffs and other similarly situated lot owners are entitled to the imposition of a constructive trust as Wildwood Villages and Unity have an implied fiduciary duty, and the failure of such constructive trust would offend equity.

WHEREFORE, Class Plaintiffs, VAUGHN R. HARRIS and CHERYL M. HARRIS, WILLIAM ABRAHAM and CLAUDEAN ABRAHAM, JERRY NEAVEILL and CONNIE NEAVEILL, TERRANCE PIOTROWICZ and SUZANNE PIOTROWICZ, respectfully request that this Court certify the class, enter an injunction enjoining Defendants from any other fraudulent or wrongful conduct, enter its judgment against Defendants, WILDWOOD

VILLAGES, LLC and UNITY LAND MANAGEMENT, LLC, for damages and prejudgment interest, impose equitable liens against the real property owned by Defendant, WILDWOOD VILLAGES, LLC and/or UNITY LAND MANAGEMENT, LLC, existing in Wildwood Country Resort, and any other assets obtained or benefitted using the excessive or improper assessments, as well as for judgments of foreclosure on the equitable liens, for prejudgment interest, court costs, attorneys' fees pursuant to Florida Statute, the Restrictions or from any common fund, and any further relief that the Court deems just and proper, including without limitation to the imposition of a constructive trust.

COUNT XI-CONSTRUCTIVE FRAUD

215. The Class Plaintiffs re-allege Paragraphs 1-107 as if fully set forth herein.

216. This is an action for Constructive Fraud against Wildwood Villages and Unity and is independent of any breach of contract action.

217. Wildwood Villages is in a confidential or fiduciary relationship with Class Plaintiffs and other similarly situated lot owners, by virtue of the Declarations and the duties created therein.

218. Unity is in a confidential or fiduciary relationship with Class Plaintiffs by virtue of Unity serving as a Community Association Management (CAM) Firm.

219. The Class Plaintiffs and other similarly situated lot owners put a special confidence and trust in Wildwood Villages and Unity and said Defendants were bound to act in good faith and with due regard to the interests of the Class Plaintiffs and other similarly situated lot owners.

220. The fiduciary relationship between Wildwood Villages and Unity and the Class Plaintiffs and other similarly situated lot owners was abused by Wildwood Villages and Unity, which Defendants took improper advantage of the relationship at the expense of the Class Plaintiffs and other similarly situated lot owners, as set forth in the General Allegations.

221. Wildwood Villages and Unity have refused to remedy, despite repeated demands.

222. The Class Plaintiffs and other similarly situated lot owners are being defrauded by the actions and statements of Wildwood Villages and Unity including without limitation, Defendants wrongfully and artificially increasing the amount of "monthly maintenance fees" by misrepresenting the value of the "Common Facilities", misrepresenting expense items, and

improperly budgeting expense items that have no relation to the provision of services to Wildwood Country Resort lot owners.

223. These misrepresentations and actions concern material facts.

224. Defendants had knowledge that the misrepresentations and were false and that Defendant's related actions were fraudulent.

225. Defendants' intent in making the misrepresentations and carrying out the related actions was that the misrepresentations and actions would induce Class Plaintiffs and similarly situated lot owners to act thereon by paying artificially high "monthly maintenance fees".

226. Class Plaintiffs and similarly situated lot owners relied on the misrepresentations and related actions and in doing so were injured and suffered damages.

227. The Class Plaintiffs and other similarly situated lot owners are entitled to the imposition of a constructive trust as Wildwood Villages and Unity have an implied fiduciary duty, and the failure of such constructive trust would offend equity.

WHEREFORE, Class Plaintiffs, VAUGHN R. HARRIS and CHERYL M. HARRIS, WILLIAM ABRAHAM and CLAUDEAN ABRAHAM, JERRY NEAVEILL and CONNIE NEAVEILL, TERRANCE PIOTROWICZ and SUZANNE PIOTROWICZ respectfully request that this Court certify the class, enter an injunction enjoining Defendants from any other fraudulent or wrongful conduct, enter judgment against WILDWOOD VILLAGES, LLC and UNITY LAND MANAGEMENT, LLC, for damages and prejudgment interest, impose equitable liens against the real property owned by Defendant, WILDWOOD VILLAGES, LLC and/or UNITY LAND MANAGEMENT, LLC, existing in Wildwood Country Resort, and any other assets obtained or benefitted using the excessive or improper assessments, as well as for judgments of foreclosure on the equitable liens, for court costs and attorneys' fees pursuant to Florida Statute, the Restrictions or from any common fund, and any further relief that the Court deems just and proper, including without limitation the imposition of a constructive trust.

COUNT XII- IMPOSITION OF EQUITABLE LIEN

228. The Class Plaintiffs re-allege Paragraphs 1-107 as if fully set forth herein.

229. This is an action to impose an equitable lien against Wildwood Villages, Quest, and Unity.

230. Equitable liens may be declared by a court of equity out of general considerations of justice as applied to the relations of the parties and the circumstances of their dealings.

231. An equitable lien is an appropriate remedy to prevent unjust enrichment.

232. Class Plaintiffs lack an adequate remedy at law or special equities.

233. In the absence of the imposition by this Court of an equitable lien against the real property owned by Wildwood Villages, Quest, or Unity, existing in Wildwood Country Resort, and upon any assets obtained or benefitted using the assessments, including without limitation those assessments used to pay the financing of the Defendants' purchase or retention of the property of the Defendants existing in Wildwood Country Resort, Defendants would be unjustly enriched at the expense of the Plaintiff.

WHEREFORE, the Class Plaintiffs pray for an order of the Court imposing equitable liens against the real property owned by Defendants, WILDWOOD VILLAGES, LLC, QUEST INDUSTRIES, LC, and UNITY LAND MANAGEMENT, LLC, existing in Wildwood Country Resort, and any other assets obtained or benefitted using the excessive or improper assessments, as well as for judgments of foreclosure on the equitable liens.

UNOFFICIAL
DOCUMENT

DEMAND FOR A JURY TRIAL

Plaintiffs hereby demand trial by jury of all issues in the Complaint so triable.

NOTICE OF INTENT TO AMEND TO INCLUDE CLAIMS FOR PUNITIVE DAMAGES

The Defendants' actions and omissions complained of herein were willfully conducted with wanton malice, a depraved heart, and a reckless disregard for the rights of the Class Plaintiffs. Accordingly, the Defendants are due to be punished financially. Pursuant to §768.72 (1), *Fla. Stat.*, the Class Plaintiffs intend to amend the complaint to include claims for punitive damages once a reasonable basis in the record is established

August 25, 2014

LIESER SKAFF ALEXANDER

/s/ Joseph N. Alexander

Joseph N. Alexander

Lieser Skaff Alexander, PLLC

Florida Bar No. 29164

511 W. Bay St., Ste. 350

Tampa, FL 33606

jeff@lieserskaff.com

(813) 280-1256

fx) (813) 251-8715

BOWEN & SCHROTH, P.A.

/s/ Derek A. Schroth

Derek A. Schroth

Fla. Bar No.: 352070

Primary Email: dschroth@bowenschroth.com

600 Jennings Avenue

Eustis, FL 32726

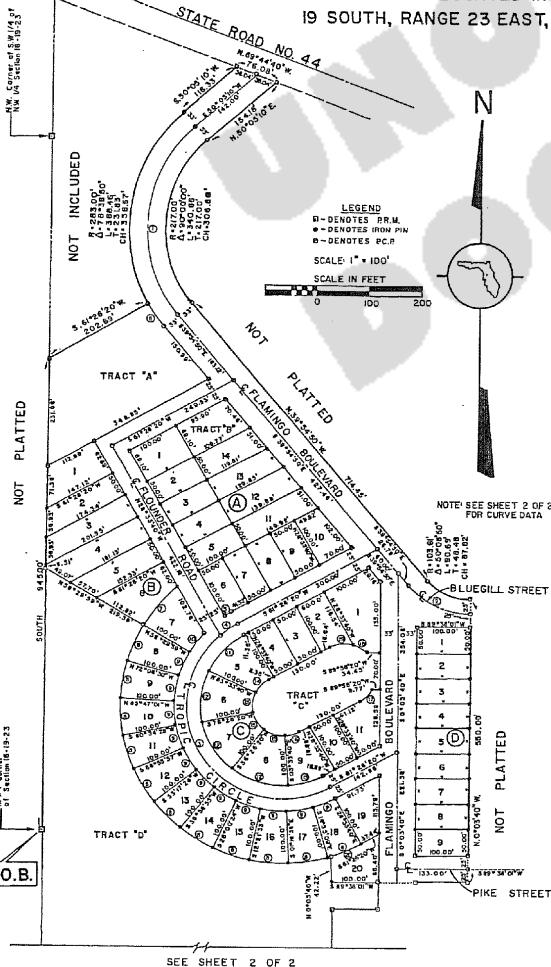
Phone: (352) 589-1414

Fax: (352) 589-1726

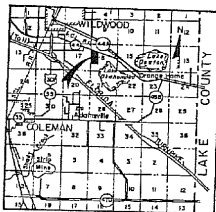
Co-Counsel for Class Plaintiffs

Hearty Host Lake Resort

A SUBDIVISION LOCATED IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA



DESCRIPTION: Beginning at the northwest corner of the NW 1/4 of the SW 1/4 of Section 16, Township 19 South, Range 23 East, Sumter County, Florida; thence S. 01°00'00" W. along the west line of said NW 1/4 of the SW 1/4 (127.31 feet) to the Southwest corner of the NW 1/4 of the SW 1/4; thence from said Southwest corner of the NW 1/4 of the SW 1/4, continue S. 01°00'00" W. 22.00 feet; thence N. 89°30'00" E. 358.84 feet; thence N. 07°03'40" W. 50.00 feet; thence S. 89°30'00" W. 100.00 feet; thence N. 07°03'40" W. 700.00 feet; thence N. 89°30'00" E. 250.00 feet; thence N. 07°03'40" W. 450.00 feet; thence N. 89°30'00" E. 50.00 feet; thence N. 07°03'40" W. 50.00 feet; thence N. 89°30'00" E. 156.00 feet; thence N. 07°03'40" W. 50.00 feet to a point on a curve commencing Northwesterly and having a radius of 103.51 feet; thence Northwesterly along said curve through a central angle of 50°08'50" on an arc distance of 30.59 feet to the end of said curve; thence N. 39°54'50" W. 714.45 feet to the beginning of a curve commencing East and having a radius of 217.00 feet; thence Northwesterly and Northwesterly along said curve through a central angle of 90°00'00" on an arc distance of 340.58 feet to the end of said curve; thence N. 50°02'07" E. 254.18 feet to the southwest corner of State Road No. 44; thence N. 89°30'00" E. 115.33 feet to the beginning of a curve commencing East and having a radius of 283.00 feet; thence Southwesterly and Southwesterly along said curve through a central angle of 79°30'50" on an arc distance of 330.45 feet; thence S. 01°00'00" W. 202.00 feet to a point on the west line of the SW 1/4 of the NW 1/4 of Section 16; thence South along said west line of the SW 1/4 of the NW 1/4 945.00 feet to the Point of Beginning.



PLAT BOOK 3
AND PAGE 57

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner, in fee simple of the lands described in the foregoing caption to this plat do hereby dedicate said lands and plot for the uses and purposes thereon expressed and dedicate the same to the public.

IN WITNESS WHEREOF, the undersigned, HEARTY HOST LAKE RESORT, INC. has hereunto set its hand and seal on the 12th day of December, 1974.

WITNESS: James M. Boyd
Robert Z. Stahl

OWNER: Charles L. Rocco

STATE OF FLORIDA COUNTY OF SUMTER THIS IS TO CERTIFY that the foregoing plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in Sumter County, Florida.

to me known to be the person described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be true and correct and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Franklin J. Rocco
NOTARY PUBLIC
My Commission Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, licensed and registered land surveyor, does hereby certify that on Oct. 14, 1974 he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in Sumter County, Florida.

Dated: Oct. 14, 1974
James M. Boyd Registration No. 1571

CERTIFICATES OF APPROVAL

COUNTY ENGINEER John W. Davis DATE Dec 3, 1974
DIRECTOR OF PLANNING W. H. M. Kinsley DATE 12-2-74
COUNTY ATTORNEY J. R. Rocco DATE 12-18-74
COUNTY SANITARIAN J. E. Rocco DATE 12-2-74

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on April 16, 1974 the foregoing plat was approved by the Board of County Commissioners of Sumter County, Florida.

W. H. M. Kinsley
Chairman of the Board.

J. E. Rocco
Secretary of the Board.

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on April 16, 1974 at 10:15 A.M. File Number 11176.

C. Benton Marsh
Clerk of the Circuit Court
In and for Sumter County, Florida

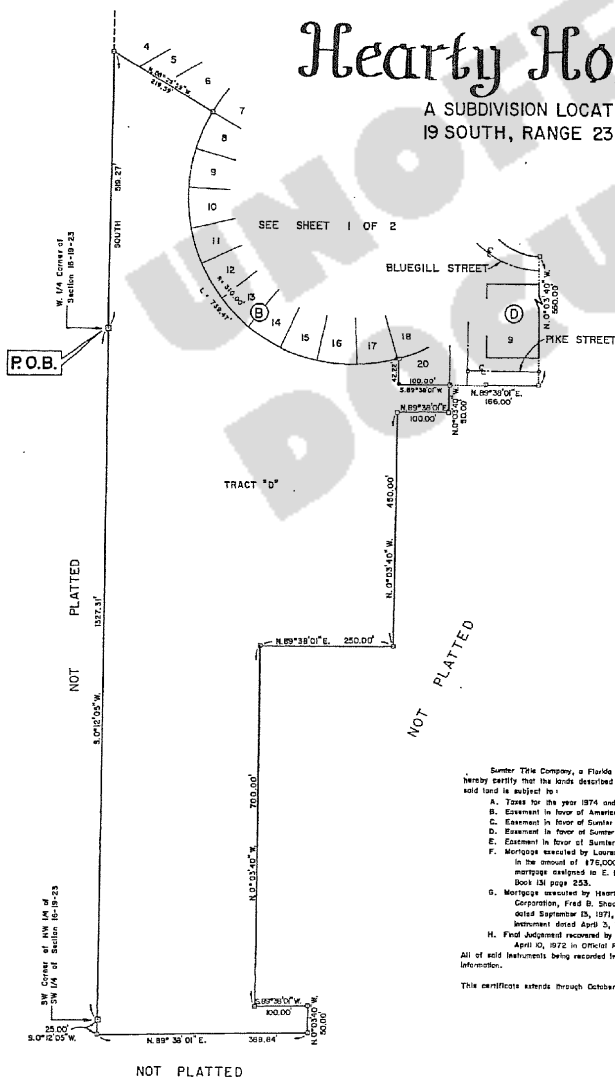
CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY, That the Exterior Boundary of the West 1/2 of the West 1/2 of Section 16, Township 19 South, Range 23 East South of State Road No. 44, and the NW 1/4 of the NW 1/4, the W 1/2 of the NE 1/4 of the NW 1/4, the North 1/2 of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 21, Township 19 South, Range 23 East, Sumter County, Florida, was surveyed by me and corners set are true and correct.

Dated: Dec 16, 1974
James M. Boyd Registration No. 1571

Hearty Host Lake Resort

A SUBDIVISION LOCATED IN SECTION 16, TOWNSHIP
19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA



CURVE DATA					
No.	R	Δ	L	T	CH.
1	250.00'	30°00'00"	392.70'	256.00'	353.55'
2	50.88'	50°08'50"	132.05'	70.59'	127.86'
3	185.00'	100°00'00"	361.19'	—	—
4	185.00'	10°29'22"	33.87'	16.94'	35.82'

LEGEND
 * - DENOTES P.R.M.
 * - DENOTES IRON PIN
 * - DENOTES R.E.R.

SCALE: 1" = 100'

SCALE IN FEET
 0 100 200

CURVE DATA AT LOT LINES					
No.	R	Δ	L	T	CH.
5	210.00'	21°25'00"	8.69'	4.34'	8.69'
6	283.00'	11°21'10"	56.07'	28.13'	55.90'
7	310.00'	19°01'36"	102.84'	51.90'	102.47'
8	310.00'	15°30'31"	73.61'	37.08'	73.64'
9	210.00'	15°38'58"	50.00'	25.12'	49.88'
10	210.00'	15°42'45"	50.00'	25.25'	50.14'
11	180.00'	32°00'00"	97.74'	50.45'	96.23'
12	180.00'	40°00'00"	111.70'	56.24'	108.48'
13	180.00'	28°00'00"	69.87'	35.47'	68.28'
14	60.00'	35°00'00"	36.88'	19.92'	35.06'
15	60.00'	40°00'00"	41.83'	21.84'	41.04'
16	60.00'	25°00'00"	26.18'	13.30'	25.37'
17	60.00'	42°42'40"	44.72'	23.46'	40.70'
18	60.00'	17°17'08"	19.10'	9.12'	18.03'
19	60.00'	43°34'50"	45.64'	23.93'	44.35'
20	310.00'	15°23'16"	72.43'	35.30'	72.27'

TITLE CERTIFICATE

Sumter Title Company, a Florida Corporation, as a duly authorized title insurance agent of Title & Trust Company of Florida, does hereby certify that the lands described and shown on this plat are owned by Hearty Host Lake Resort, Inc. in fee simple. The title is sold (and is subject to):

- Taxes for the year 1974 and subsequent years.
- Easement in favor of American Telephone and Telegraph Company recorded in Official Record Book 84, page 702.
- Easement in favor of Sumter Electric Cooperative, Inc. recorded in Official Record Book 84, page 363.
- Easement in favor of Sumter Electric Cooperative, Inc. recorded in Official Record Book 104, page 444.
- Easement in favor of Sumter Electric Cooperative, Inc. recorded in Official Record Book 125, page 706.
- Mortgage executed by Lawrence Karcher and Arlene M. Karcher, his wife to Glenn W. Mitchell and known as G. W. Mitchell in the amount of \$75,000.00 dated July 29, 1968, recorded July 31, 1968 in Official Record Book 103, page 623; said mortgage assigned to E. L. McElmough by instrument dated June 30, 1972, recorded July 31, 1972 in Official Record Book 131, page 253.
- Mortgage executed by Hearty Host Campground, a joint venture composed of LHC Development Corp., an Indiana Corporation, Fred D. Shaffly, II and Charles L. Reed in LHC Development Corporation in the amount of \$253,385.56 dated September 13, 1971, recorded November 2, 1971 in Official Record Book 123, page 317; said mortgage modified by instrument dated April 5, 1973, recorded April 6, 1973 in Official Record Book 133, page 222.
- Final judgment recovered by James Edwards against Hearty Host Camp Grounds, Inc. dated February 16, 1972, recorded April 10, 1972 in Official Record Book 127, page 789 in the amount of \$150.00 for damages and \$7.50 for costs.

All of said instruments being recorded in the public records of Sumter County, Florida, where reference is made above to recording information.

This certificate extends through October 29, 1974 at 4:41 P.M.

SUMTER TITLE COMPANY

by *T. Richard Hegin*

Clerk of the Circuit Court
In and for Sumter County, Florida

Prepared by and Return to:
Ann Gibbs
Liberty Title Company
3800 LAKE CENTER LOOP, BLDG B, SUITE 5
MT DORA, Florida 32757

File Number: 31543

\$57,000.00

10.00 REC
399.00 DOC
409.00

Inst: 201060027161 Date: 10/11/2010 Time: 3:06 PM
Doc Stamp-Deed: 399.00
DC Gloria R. Hayward, Sumter County B: 2239 P: 614

General Warranty Deed

Made this September 17, 2010 A.D. By William Ray Newton and Elizabeth Clark Newton, his wife, whose address is: 117 Wyanoke Ave., Bath, North Carolina 27808, hereinafter called the grantor, to Vaughn R. Harris and Cheryl M. Harris, husband and wife, whose post office address is: 5396 Columbus Circle, Wildwood, Florida 34785, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Sumter County, Florida, viz:

Lot 10, Block A, Hearty Host Lake Resort Subdivision, according to the Plat recorded in Plat Book 3, Page 57, of the Public Records of Sumter County, Florida. Together with a 1977 BEND Double Wide Mobile Home, Vin #s EB0264A & EB0264B, Title #s 14114668 & 14114667.

Parcel ID Number: G16A010

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2009.

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

Signed, sealed and delivered in our presence:

Elizabeth J. Fell
Witness Signature
Witness Printed Name ELIZABETH J. FELL

William Ray Newton (Seal)
William Ray Newton
Address: 117 Wyanoke Ave., Bath, North Carolina 27808

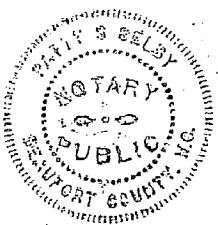
Patty S. Selby
Witness Signature
Witness Printed Name Patty S. Selby

Elizabeth Clark Newton (Seal)
Elizabeth Clark Newton
Address: 117 Wyanoke Ave., Bath, North Carolina 27808

State of N.C.
County of Beaufort

The foregoing instrument was acknowledged before me this September 16, 2010, by William Ray Newton and Elizabeth Clark Newton, his wife, who is/are personally known to me or who has produced A VALID DRIVERS LICENSE as identification.

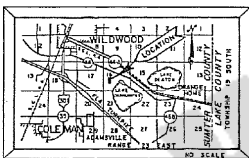
Patty S. Selby
Notary Public
Print Name: Patty S. Selby
My Commission Expires: 02/03/15



HERITAGE WOOD 'N LAKES ESTATES

A REPLAT OF A PORTION OF WATER WHEEL MOBILE HOME COMMUNITY & R.V. PARK - UNIT NO. 1
LOCATED IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST
SUMTER COUNTY, FLORIDA

PLAT BOOK 4
PAGE 61
SHEET No. ONE OF TWO SHEETS



DESCRIPTION:

BEGINNING AT A POINT ON THE WEST BOUNDARY OF LOT 9, BLOCK F, OF WATER WHEEL ADULT MOBILE HOME COMMUNITY AND R.V. PARK, UNIT NO. 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 22,52 FEET FROM THE NORTHWEST CORNER OF SAID LOT 9; THENCE N. 89°30'03"E, PARALLEL TO THE NORTH BOUNDARY OF SAID LOT 9, A DISTANCE OF 60.00 FEET; THENCE S. 00°04'56"E, 17.50 FEET; THENCE N. 89°35'58"E, 50.36 FEET TO AN INTERSECTION WITH THE EAST BOUNDARY OF THE WEST 1/2 OF THE SW 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SAID POINT OF INTERSECTION BEING 5.00°04'56"E, 30.05 FEET FROM THE SOUTHEAST CORNER OF SAID WATER WHEEL ADULT MOBILE HOME COMMUNITY AND R.V. PARK, UNIT NO. 1; THENCE S. 00°02'23"E, ALONG SAID EAST BOUNDARY 146.02 FEET; THENCE S. 89°35'58"W, 69.70 FEET; THENCE N. 00°02'23"E, 436.22 FEET TO THE POINT OF CURVE (P.C.) OF A CURVE CONCAVE EASTWARD HAVING A RADIUS OF 330.00 FEET; THENCE N. 15°57'17"E, 179.11 FEET TO THE POINT OF REVERSE CURVE (P.R.C.) OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING AND DISTANCE OF N. 29°10'58"W, 52.50 FEET; THENCE DEPARTING FROM SAID CURVE N. 00°29'29"E, 50.61 FEET; THENCE N. 00°29'29"E, 144.01 FEET; THENCE S. 89°35'58"W, 25.00 FEET; THENCE N. 00°02'23"E, 346.00 FEET; TO A POINT THAT IS N. 89°35'58"E, 8.00 FEET FROM THE SOUTHEAST CORNER OF LOT 20, BLOCK 5, OF HEARTY HOLT LAKES RESORT SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 57 AND 57-A PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE N. 89°35'58"E, (PLAT N. 89°35'01"E) ALONG THE SOUTH RIGHT-OF-WAY LINE OF PIKE STREET OF THE ADJACENT WATER WHEEL ADULT MOBILE HOME COMMUNITY AND R.V. PARK, UNIT NO. 1, A DISTANCE OF 568.00 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID LOT 9, BLOCK F; THENCE N. 00°04'56"E, ALONG THE WEST BOUNDARY THEREOF, 27.50 FEET TO THE POINT OF BEGINNING, ALL BEING IN SUMTER COUNTY, FLORIDA AND CONTAINING 19.36 ACRES MORE OR LESS.

DEVELOPERS DEDICATION AND ACKNOWLEDGMENT

KNOW ALL MEN BY THESE PRESENTS, THAT HERITAGE WOOD 'N LAKES ESTATES, INC., A FLORIDA CORPORATION, HAVE CAUSED TO BE MADE THE ATTACHED PLAT OF HERITAGE WOOD 'N LAKES ESTATES, A SUBDIVISION OF THE LAND HEREON DESCRIBED, THAT THE STREET RIGHTS-OF-WAY DESIGNATED HEREIN SHALL BE AND REMAIN PRIVATE PROPERTY SUBJECT HOWEVER TO A PERPETUAL RIGHT OF EASEMENT, HEREIN GRANTED, FOR INGRESS AND EGRESS BY SANITATION, FIRE, LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICE PERSONNEL AND VEHICLES PROVIDING SERVICES TO THE SUBDIVISION; THAT THE SEWER WATER EASEMENTS, UTILITY EASEMENTS, AND DRAINAGE EASEMENT SHOWN OR NOTED ARE RESERVED EXCLUSIVELY FOR SUCH USES BY THE UTILITIES (MUNICIPAL AND PRIVATE) TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST; THAT NEITHER THE EASEMENT HEREIN GRANTED NOR THE LIMITATION HEREIN MADE SHALL CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OR SUMTER COUNTY AND THAT NO OBLIGATION IS IMPOSED UPON THE COUNTY OR ANY OTHER PUBLIC BODY FOR IMPROVEMENT OR MAINTENANCE OF SUCH EASEMENTS OR RIGHTS-OF-WAY.

IN WITNESS WHEREOF THE SAID HERITAGE WOOD 'N LAKES ESTATES, INC. AND THE SAID DOVE INVESTMENTS OF HILLSBOROUGH COUNTY, INC. HAVE CAUSED THESE PRESENTS TO BE SIGNED IN ITS CORPORATE NAMES BY ITS PRESIDENT-TREASURER AND SECRETARIES AND ITS CORPORATE SEALS TO BE HEREUNTO AFFIXED BY ITS SECRETARIES, ON THIS 27th DAY OF MAY, 1982, A.D. BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATIONS.

HERITAGE WOOD 'N LAKES ESTATES, INC. - DOVE INVESTMENTS OF HILLSBOROUGH COUNTY, INC.

By: *Robert Fleck*
ROBERT FLECK - PRESIDENT-TREASURER
ATTEST: *Mark Siegel*
MARK SIEGEL - SECRETARY

By: *Robert Fleck*
ROBERT FLECK - PRESIDENT-TREASURER
ATTEST: *Mark Siegel*
MARK SIEGEL - SECRETARY

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA - COUNTY OF SUMTER

THIS IS TO CERTIFY THAT ON April 27, 1982, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THIS STATE AND COUNTY AFORESAID, PERSONALLY APPEARED ROBERT FLECK AND MARK SIEGEL, AS PRESIDENT-TREASURER AND SECRETARY, RESPECTIVELY OF HERITAGE WOOD 'N LAKES ESTATES, INC. AND DOVE INVESTMENTS OF HILLSBOROUGH COUNTY, INC. TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT THEY DID SO AS OFFICERS OF SAID CORPORATIONS, ALL BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATIONS.

SIGNED: *David H. Pouch*
NOTARY PUBLIC
STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES 4/21/87

CERTIFICATE OF SURVEYOR

KNOW ALL MEN THESE PRESENTS: THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT ON April 27, 1982, HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN SUMTER COUNTY, FLORIDA.

DATED May 5, 1982 MOORHEAD ENGINEERING COMPANY, INC.
BY: *Donald E. Starnal*
DONALD E. STARNAL
REGISTERED LAND SURVEYOR NO. 1571
STATE OF FLORIDA

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA.

ATTEST: *Bernard R. Jellum*
CLERK OF THE BOARD
By: *Bernard R. Jellum*
CHAIRMAN OF THE BOARD

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON JUNE 15, 1982 AT 10:14 IN FILE NO. 169309

By: *Bernard R. Jellum*
CLERK OF THE CIRCUIT COURT
SUMTER COUNTY, FLORIDA

CERTIFICATE OF PLANNING AND ZONING DIRECTOR

I HEREBY CERTIFY, THAT THE LANDS CONTAINED HEREIN ARE ZONED PROPERLY AND THAT THE DEVELOPMENT HAS PROCEEDED THROUGH SUBDIVISION REQUIREMENTS. I FURTHER CERTIFY THAT I HAVE PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS FOR RECORDATION IN THE MINUTES OF THEIR MEETING ON APPROVAL DATE, CERTIFICATES OF APPROVAL BY THE COUNTY ATTORNEY, COUNTY ENGINEER AND COUNTY SANITARIAN.

By: *Edna E. Nelson*
PLANNING AND ZONING DIRECTOR

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS: THAT ENGLEWOOD INVESTMENTS, LTD., THE OWNER AND HOLDER OF THAT CERTAIN MORTGAGE DATED FEBRUARY 19, 1982, AND RECORDED IN OFFICIAL RECORD BOOK 255, PAGE 31, MODIFIED BY AGREEMENT DATED AUGUST 9, 1982, AND RECORDED IN OFFICIAL RECORD BOOK 262, PAGE 587, AND CORRECTIVE AGREEMENT DATED OCTOBER 25, 1982, ALL OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, ENVELOPING THE PROPERTY DESCRIBED HEREON, DOES HEREBY CONSENT TO THIS PLAT AND JOIN IN THE DEDICATION.

IN WITNESS WHEREOF I HAVE HEREUNTO CAUSED THESE PRESENTS TO BE SIGNED THIS 27th DAY OF JUNE, 1982.

ENGLEWOOD INVESTMENTS, LTD.
By: *Howard Loadman*
HOWARD LOADMAN - GENERAL PARTNER

WITNESS: *David H. Pouch*
David H. Pouch

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA - COUNTY OF SUMTER
BEFORE ME THIS DAY PERSONALLY APPEARED HOWARD LOADMAN, AS GENERAL PARTNER OF ENGLEWOOD INVESTMENTS, LTD., TO ME WELL KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT HE DID SO FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

DATED: 6/17/82
NOTARY PUBLIC - STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 5/5/87

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS: THAT SUNSHINE STATE SERVICE CORPORATION, A FLORIDA CORPORATION, OWNER AND HOLDER OF THAT CERTAIN MORTGAGE DATED DECEMBER 23, 1982, AND RECORDED IN OFFICIAL RECORD BOOK 267, AT PAGE 408, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, ENVELOPING THE PROPERTY DESCRIBED HEREON, DOES HEREBY CONSENT TO THIS PLAT AND JOIN IN THE DEDICATION.

IN WITNESS WHEREOF SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS CORPORATE NAME BY ITS PRESIDENT AND SECRETARY, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS SECRETARY ALL BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION ON THIS 31st DAY OF JUNE, 1982.

SUNSHINE STATE SERVICE CORPORATION

By: *Walter S. Melin*
WALTER S. MELIN - PRESIDENT
ATTEST: *Mark Siegel*
MARK SIEGEL - SECRETARY

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA - COUNTY OF SUMTER
BEFORE ME THIS DAY PERSONALLY APPEARED WALTER S. MELIN, AS PRESIDENT AND SECRETARY OF SUNSHINE STATE SERVICE CORPORATION, TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT THEY DID SO AS OFFICERS OF SAID CORPORATION ALL BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION.

SIGNED: *David H. Pouch*
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 5/5/87
DATED: June 31, 1982

TITLE CERTIFICATE

THE TITLE TO SAID LAND AS DESCRIBED HEREON, IS VESTED IN: 1. DOVE INVESTMENTS OF HILLSBOROUGH COUNTY, INC., BY WARRANTY DEED FROM ENGLEWOOD INVESTMENTS, LTD., DATED FEBRUARY 9, 1982, AND RECORDED FEBRUARY 12, 1982 IN OFFICIAL RECORD BOOK 255, PAGE 28, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; 2. HERITAGE WOOD 'N LAKES ESTATES, INC., BY WARRANTY DEED FROM DOVE INVESTMENTS OF HILLSBOROUGH COUNTY, INC., DATED SEPTEMBER 9, 1982, AND RECORDED SEPTEMBER 22, 1982 IN OFFICIAL RECORD BOOK 262, PAGE 192, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

MORTGAGES: 1. MORTGAGE FROM DOVE INVESTMENTS OF HILLSBOROUGH COUNTY, INC. TO ENGLEWOOD INVESTMENTS, LTD., DATED FEBRUARY 9, 1982 AND RECORDED FEBRUARY 12, 1982 IN OFFICIAL RECORD BOOK 255, PAGE 31, MODIFIED BY AGREEMENT DATED AUGUST 9, 1982 AND RECORDED SEPTEMBER 19, 1982 IN OFFICIAL RECORD BOOK 262, PAGE 587, AND CORRECTIVE AGREEMENT DATED OCTOBER 25, 1982 IN OFFICIAL RECORD BOOK 266, PAGE 202. 2. COLLATERAL PARTIAL ASSIGNMENT FROM ENGLEWOOD INVESTMENTS, LTD. TO MC LIN, BURNSED AND MARABLE P.A., DATED JUNE 2, 1982 AND RECORDED NOVEMBER 18, 1982 IN OFFICIAL RECORD BOOK 265, PAGE 229. 3. MORTGAGE FROM DOVE INVESTMENTS OF HILLSBOROUGH COUNTY, INC. TO SUNSHINE STATE SERVICE CORPORATION, DATED DECEMBER 23, 1982 AND RECORDED JANUARY 13, 1983 IN OFFICIAL RECORD BOOK 267, PAGE 408.

EASEMENTS, RESTRICTIONS, AND RESERVATIONS: 1. EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY RECORDED IN OFFICIAL RECORD BOOK 84, PAGE 782. 2. EASEMENT TO SUMTER ELECTRIC COOPERATIVE, INC. RECORDED IN OFFICIAL RECORD BOOK 104, PAGE 444. 3. RESTRICTIONS RECORDED IN OFFICIAL RECORD BOOK 234, PAGE 214. 4. COUNTY IMPROVEMENT AGREEMENT RECORDED IN OFFICIAL RECORD BOOK 162, PAGE 80.

TAXES: COUNTY TAXES HAVE BEEN PAID THROUGH THE YEAR 1982.

CERTIFIED THROUGH AND INCLUDING

MAY 25, 1983, AT 8:00 A.M.

PASCO ABSTRACT COMPANY

By: *Charles S. Potter*
CHARLES S. POTTER

CONSENT OF COLLATERAL PARTIAL ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: THAT MC LIN, BURNSED AND MARABLE P.A., THE OWNER AND HOLDER OF THAT CERTAIN COLLATERAL PARTIAL ASSIGNMENT, DATED JUNE 2, 1982 AND RECORDED IN OFFICIAL RECORD BOOK 265, PAGE 229, OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DOES HEREBY CONSENT TO THIS PLAT AND JOIN IN THE ABOVE DEDICATION.

IN WITNESS WHEREOF I HAVE HEREUNTO CAUSED THESE PRESENTS TO BE SIGNED THIS 19th DAY OF JUNE, 1982.

WITNESS: *Walter S. Melin*
WALTER S. MELIN - PRESIDENT

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA - COUNTY OF SUMTER
BEFORE ME THIS DAY PERSONALLY APPEARED, WALTER S. MELIN, AS PRESIDENT OF MC LIN, BURNSED AND MARABLE P.A., TO ME WELL KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT HE DID SO FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

DATED: JUNE 10, 1982
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 3-23-85
PREPARED BY
MOORHEAD ENGINEERING COMPANY
305 S.E. 14th AVENUE
OCALA, FLORIDA

HERITAGE WOOD 'N LAKES ESTATES

A REPLAT OF A PORTION OF WATER WHEEL MOBILE HOME COMMUNITY B R.V. PARK - UNIT NO. 1
LOCATED IN SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST

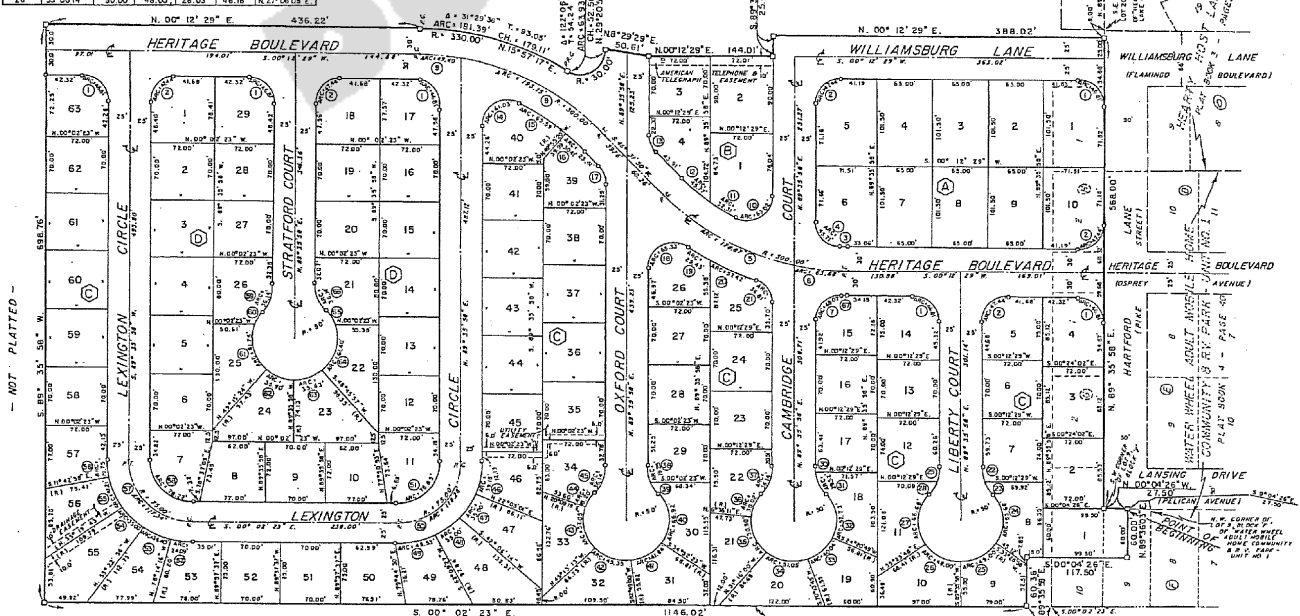
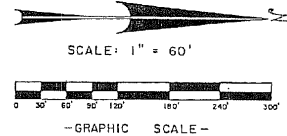
SUMTER COUNTY, FLORIDA

PLAT BOOK 4
PAGE 64A

SHEET NO. TWO OF TWO SHEETS

CURVE DATA TABLE

CURVE NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
1	89°23'29"	30.00	48.81	29.66	42.30	N.44°54'13"E
2	90°50'31"	30.00	47.44	30.32	42.65	S.45°00'47"E
3	90°50'38"	270.00	9.96	4.93	9.86	S.01°15'17"W
4	87°17'53"	30.00	43.71	28.92	41.41	S.45°07'01"W
5	34°09'30"	300.00	176.07	92.16	176.23	S.20°27'01"W
6	15°05'43"	300.00	63.69	31.86	63.30	S.00°11'10"W
7	91°48'03"	30.00	48.07	30.50	43.09	N.44°30'00"E
8	36°45'17"	300.00	193.15	100.05	189.33	S.28°03'10"W
9	91°06'02"	300.00	49.60	24.79	48.34	S.00°43'50"W
10	90°21'40"	30.00	62.00	37.34	39.08	S.30°13'09"E
11	8°47'23"	270.00	12.31	6.11	12.39	S.23°12'25"W
12	94°42'44"	270.00	45.77	22.80	45.71	S.44°40'28"W
13	43°04'09"	30.00	22.35	11.84	20.02	S.80°00'04"W
14	14°53'53"	300.00	61.03	30.54	61.04	N.30°07'14"E
15	13°55'06"	270.00	65.52	32.90	65.43	N.33°07'07"E
16	02°17'10"	270.00	30.41	15.22	30.39	N.43°18'16"E
17	93°04'05"	30.00	22.35	11.84	22.02	N.80°00'04"E
18	20°46'20"	30.00	65.35	37.30	53.17	N.28°00'32"E
19	5°08'58"	330.00	29.43	14.72	29.42	N.31°43'00"E
20	9°58'10"	330.00	39.42	19.78	37.95	N.30°10'38"E
21	20°18'25"	30.00	36.31	18.13	34.93	N.54°00'43"E
22	18°36'35"	30.00	14.69	7.30	14.44	S.01°17'47"W
23	18°40'01"	30.00	81.64	40.99	81.47	S.00°55'24"W
24	28°18'35"	50.00	65.68	38.45	61.02	S.00°40'11"W
25	36°00'00"	50.00	48.00	24.00	47.68	N.10°15'35"E
26	35°02'14"	50.00	48.00	22.03	46.18	N.27°00'05"E
27	78°24'20"	50.00	84.68	39.33	61.84	S.81°11'38"E
28	15°23'07"	50.00	22.24	11.21	22.06	S.01°44'01"E
29	12°44'27"	50.00	12.90	6.39	12.82	S.02°18'13"E
30	7°34'51"	50.00	6.49	3.31	6.61	S.05°48'32"W
31	33°46'44"	50.00	29.82	15.02	28.09	S.65°08'18"W
32	18°09'28"	50.00	97.73	32.97	54.98	S.01°18'04"W
33	49°32'57"	50.00	40.04	21.15	38.98	N.42°42'03"E
34	58°30'14"	50.00	51.05	28.00	48.87	N.59°00'53"E
35	89°48'11"	50.00	50.50	17.64	43.30	N.63°40'03"E
36	34°24'21"	50.00	30.07	15.48	29.88	S.68°13'19"E
37	81°24'35"	50.00	36.14	18.90	35.38	S.69°01'45"E
38	28°03'15"	50.00	18.35	9.14	18.13	S.78°43'16"W
39	19°21'09"	50.00	16.09	8.03	16.81	S.57°12'58"W
40	16°41'00"	50.00	66.82	22.85	82.24	S.50°15'53"W
41	47°43'27"	50.00	41.84	22.13	40.63	N.39°08'18"E
42	51°57'47"	50.00	45.35	24.37	43.81	N.10°47'54"E
43	67°02'30"	50.00	57.09	32.08	54.07	N.77°08'07"E
44	20°31'15"	50.00	18.28	9.20	18.40	S.53°29'09"E
45	41°24'35"	50.00	36.14	18.90	35.38	S.69°01'45"E
46	22°17'04"	50.00	39.18	19.65	38.93	N.70°12'31"E
47	20°03'13"	100.00	35.00	17.68	34.82	N.37°10'12"E
48	20°03'13"	100.00	35.00	17.68	34.82	N.37°10'12"E
49	27°48'11"	100.00	48.90	24.75	43.00	N.32°16'28"E
50	90°21'40"	75.00	118.28	75.47	108.40	S.45°12'13"E
51	90°21'40"	50.00	78.85	50.32	70.93	S.45°13'13"E
52	13°48'07"	100.00	24.09	12.10	24.03	N.06°43'41"E
53	20°05'15"	100.00	35.40	18.46	35.60	N.04°11'28"E
54	20°05'15"	100.00	35.00	17.68	34.82	N.44°38'41"E
55	23°35'43"	100.00	41.37	20.90	40.92	N.40°18'43"E
56	11°18'53"	100.00	19.79	9.91	19.72	N.03°15'53"E
57	89°30'20"	75.00	113.34	74.53	105.73	S.44°40'48"W
58	89°30'20"	50.00	78.85	49.89	70.49	S.44°40'47"W
59	41°24'35"	50.00	36.14	18.90	35.38	S.69°01'45"E
60	19°29'54"	50.00	17.07	8.59	16.13	S.50°44'21"E
61	70°47'02"	50.00	61.78	30.51	57.91	N.70°07'41"E
62	41°28'33"	50.00	35.80	18.77	35.14	N.20°10'17"E
63	40°50'00"	50.00	35.63	18.61	34.88	N.20°40'03"W
64	10°57'09"	50.00	81.40	38.24	87.61	N.70°24'43"W
65	20°13'06"	50.00	13.84	6.91	13.52	S.58°17'58"W
66	41°14'13"	50.00	36.14	18.90	35.38	S.69°01'45"E
67	11°11'52"	330.00	6.87	3.43	6.87	N.00°40'15"E



LEGEND
 1. INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.)
 2. INDICATES PERMANENT CONTROL POINT (P.C.P.)
 3. INDICATES CHORD
 4. T. INDICATES TANGENT
 5. R. INDICATES RADIUS
 6. P. INDICATES POINT OF CURVATURE
 7. A.T. INDICATES POINT OF TANGENCY
 8. C. INDICATES CENTERLINE
 9. D. INDICATES DEGREE
 10. R. INDICATES POINT OF REVERSE CURVATURE
 11. D. INDICATES DELTA (CENTRAL ANGLE)
 12. S. INDICATES SOUTH
 13. N. INDICATES NORTH
 14. E. INDICATES EAST
 15. W. INDICATES WEST
 16. S.E. INDICATES SOUTHEAST
 17. S.W. INDICATES SOUTHWEST
 18. N.E. INDICATES NORTHEAST
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 100. S. 00° 02' 23" E.

PREPARED BY
 MOORHEAD ENGINEERING COMPANY
 305 S.E. 1ST AVE.
 Ocala, Florida

NOTES
 1. BARS OF HERMES IS THE EAST BOUNDARY OF THE W/2 OF SW 1/4 OF SECTION 16-19-23 BEING S. 00° 02' 23" E.

9.00
1.50 T.F.
112.00 D.S.

122.50
6.00 Refund (Clearance)

128.50 This Instrument Prepared by
and Return to:
C. John Coniglio, P. A.
P. O. Box 1119
Wildwood, FL 34785

Parcel ID#: G16E100
Grantee Tax ID#:

Documentary Stamps \$ 112.00
Intangible Tax \$
PAID 157 day of June 1993
SARA H. MASON, CLERK
CIRCUIT COURT, SUMTER COUNTY, FLORIDA
BY S. H. Mason D.C.

REC- 484 PAGE 81

FILED AND RECORDED IN
PUBLIC RECORDS OF
SUMTER COUNTY, FLA.
RECORD VERIFIED
JUN 1 1 53 PM '93

257764

WARRANTY DEED

THIS WARRANTY DEED Made the 25 day of May, A.D., 1992, by
EGR ENTERPRISES, INC., a Florida corporation, hereinafter called the
grantor, to

WILLIAM ABRAHAM and CLAUDEAN E. ABRAHAM, his wife
whose post office address is: 5210 Liberty Court, Wildwood, FL 34785
hereinafter called the grantee,

(Wherever used herein the terms "grantor" and "grantee" include
all the parties to this instrument and the heirs, legal
representatives and assigns of individuals, and the successors
and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum
of \$10.00 and other valuable considerations, receipt whereof is hereby
acknowledged, hereby grants, bargains, sells, aliens, remises,
releases, conveys and confirms unto the grantee, all that certain land
situate in SUMTER County, Florida, viz:

Lot 6, Block C, HERITAGE WOOD 'N LAKES ESTATES, according
to the Plat thereof as recorded in Plat Book 4, Pages 61-
61A, of the Public Records of Sumter County, Florida.

SUBJECT TO RESTRICTIONS AS RECORDED IN OFFICIAL RECORD
BOOK 435, PAGE 414, PUBLIC RECORDS OF SUMTER COUNTY, FLA.

TOGETHER with all the tenements, hereditaments and appurtenances
thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD, the
same in fee simple forever. AND the grantor hereby covenants with said
grantee that the grantor is lawfully seized of said land in fee simple
that the grantor has good right and lawful authority to sell and convey
said land; that the grantor hereby fully warrants the title to said
land and will defend the same against the lawful claims of all persons
whomsoever; and that said land is free of all encumbrances, except
taxes accruing subsequent to December 31, 1991.

(Corporate Seal)

IN WITNESS WHEREOF, the grantor has
caused these presents to be executed in
its name, and its corporate seal to be
hereunto affixed, by its proper officers
thereunto duly authorized, the day and
year first above written.

Signed, sealed and delivered
in our presence:

Annette N. Coniglio
Annette N. Coniglio
Ruth L. Newton
Ruth L. Newton

EGR ENTERPRISES, INC.

BY: Gilbert Titus
Gilbert Titus, V.P.

STATE OF FLORIDA
COUNTY OF SUMTER

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 GILBERT TITUS, well known to me to be the Vice President of the above named corporation named as grantor in the foregoing deed and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him, 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 State and County last aforesaid this 25 day of May, A.D., 1993.

Kathy L. Howton
Public Notary State of Florida at Large
My Commission Expires: 8/30/96
Gilbert Titus is personally known to me.

KATHY L. HOWTON
MY COMMISSION # CC 215520 EXPIRES
August 30, 1996
BONDED THRU TROY FARM INSURANCE, INC.

UNOFFICIAL
DOCUMENT

This Warranty Deed

Made this 25th day of September A.D. 2001
by Enid Baldwin Cline, as Trustee for
Blaire Eugena Gray, a Minor Child

hereinafter called the grantor, to
Jerry W. Neaveill and Connie Jo
Neaveill, husband and wife

whose post office address is: 5591 Columbus Circle
Wildwood, FL 34785

Grantees' Tax Id # : XXXXXXXXXX
354-46-5502
hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the
heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00
and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises,
releases, conveys and confirms unto the grantee, all that certain land situate in Sumter
County, Florida, viz:

See Schedule A attached hereto and by this reference made a part
hereof.

SUBJECT TO Covenants, restrictions, easements of record and taxes for
the current year.

Said property is not the homestead of the Grantor(s) under the laws
and constitution of the State of Florida in that neither Grantor(s)
or any members of the household of Grantor(s) reside thereon.

Parcel Identification Number: 22513847-8 G16A209

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;
that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants
the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is
free of all encumbrances except taxes accruing subsequent to December 31, 2000

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

Signed, sealed and delivered in our presence:

Name:

Name:

Name:

Name:

Name & Address:

Name & Address:

Name & Address:

Name & Address:

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 25th day of September, 2001

Enid Baldwin Cline, as Trustee for Blaire Eugena Gray, a minor child
who is personally known to me or who has produced N/A as identification.



Notary Public

Print Name:

My Commission Expires:

PREPARED BY: Donna M. Dolan

RECORD & RETURN TO:

Security First Title Partners of Ocala, LTD
2300 South Pine Avenue, Suite C
Ocala, Florida 34471
File No: OC01177

Documentary Stamps \$ 119.70
Intangible Tax \$
Paid 5th Day of Oct. 2001
GLORIA R. HAYWARD, CLERK
CIRCUIT COURT SUMTER COUNTY, FL
BY Glenn Johnson D.C.

EXHIBIT "E"

FILE DATE: 10/05/2001 FILE TIME: 11:47 OR BOOK: 916 PAGE: 77
SUMTER CO, FL, GLORIA HAYWARD - CLERK CIRCUIT COURT INST#: 2001 18052 **

Schedule A

Lot 9, Block C, HEARTY HOST LAKE RESORT according to plat thereof as recorded in Plat Book 3, Page 57 and 57A, of the public records of Sumter County, Florida. Together with a 1982 Sout Mobile Home, Identification #(s) 5962A and 5962B.

UNOFFICIAL
DOCUMENT

WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1 SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST SUMTER COUNTY, FLORIDA

DESCRIPTION - BEGIN AT THE NE CORNER OF THE 1/2 OF THE SW 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, THENCE S 0°03'32" E ALONG THE EAST LINE OF SAID 1/2 OF THE SW 1/4 A DISTANCE OF 187.5 FEET, THENCE S 89°38'01" W 850.44 FEET TO A POINT ON A SOUTHERLY PRODUCTION OF THE EAST RIGHT-OF-WAY LINE OF FLAMINGO BOULEVARD AS SHOWN ON THE PLAT OF HEARTY HOST LAKE RESORT, AS RECORDED IN PLAT BOOK 3, PAGES 57-58, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE W 0°03'40" E ALONG SAID SOUTHERLY PRODUCTION A DISTANCE OF 80 FEET TO A POINT ON THE RIGHT-OF-WAY LINE A DISTANCE OF 50 FEET TO THE SE CORNER OF LOT 9, BLOCK D, AS SHOWN ON SAID PLAT, THENCE CONTINUE N 0°03'40" E ALONG THE EAST LINE OF SAID BLOCK D AND PARALLEL TO SAID RIGHT-OF-WAY LINE A DISTANCE OF 500 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BLUEBELL STREET, AS SHOWN ON SAID PLAT, THENCE N 89°38'01" E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 353.75 FEET TO THE P.C. OF A CURVE, CONCAVED SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 90°18'10" AND A RADIUS OF 30 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 79.81 FEET TO THE P.C. OF SAID CURVE, THENCE N 89°38'01" E 120.46 FEET TO A POINT ON THE EAST LINE OF THE 1/2 OF THE NW 1/4 OF SAID SECTION 16, THENCE S 0°03'32" E ALONG SAID EAST LINE A DISTANCE OF 400.58 FEET TO THE POINT OF BEGINNING.

TITLE CERTIFICATE: THE TITLE TO SAID LAND IS SUBJECT TO ENGLEWOOD INVESTMENTS LTD.-OWNER
1. MORTGAGE IN FAVOR OF LNC DEVELOPMENT CORPORATION, DATED SEPTEMBER 13, 1971, AND RECORDED NOVEMBER 2, 1971, IN O.R. BOOK 123, PAGE 37.
2. MORTGAGE IN FAVOR OF CITIZENS NATIONAL BANK OF LEESSBURG, DATED MARCH 24, 1977, AND RECORDED IN O.R. BOOK 163, PAGE 234.
3. FUTURE ADVANCE AGREEMENT BETWEEN HEARTY HOST LAKE RESORT, INC. AND CITIZENS NATIONAL BANK OF LEESSBURG, DATED DECEMBER 14, 1977, AND RECORDED IN O.R. BOOK 163, PAGE 50.
4. MORTGAGE FROM ENGLEWOOD INVESTMENTS LTD., A FLORIDA LIMITED PARTNERSHIP, TO HEARTY HOST LAKE RESORT, INC., A FLORIDA CORPORATION, DATED JULY 20, 1979, AND RECORDED IN O.R. BOOK 218, PAGE 530, AND AN ASSIGNMENT OF A PORTION THEREOF TO TOM BRIDGES, INC., A FLORIDA CORPORATION, AS RECORDED IN O.R. BOOK 218, PAGE 533.
5. EASEMENTS AND STREETS AS SHOWN BY THE PLAT OF HEARTY HOST LAKE RESORT SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 57, AS MODIFIED BY AFFIDAVIT RECORDED IN O.R. BOOK 188, PAGE 708.
6. EASEMENTS TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, DATED MAY 4, 1967, AND RECORDED IN O.R. BOOK 84, PAGE 762.
7. RIGHT OF WAY EASEMENT TO SUMTER ELECTRIC COOPERATIVE, INC., DATED OCTOBER 18, 1963, AND RECORDED JANUARY 9, 1964, IN O.R. BOOK 34, PAGE 383.

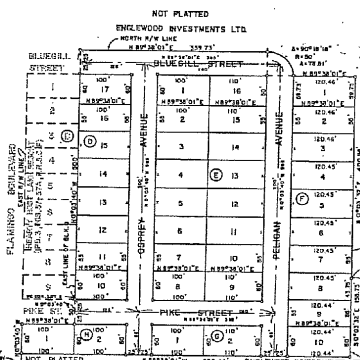
8. EASEMENT TO SUMTER ELECTRIC COOPERATIVE, INC., DATED AUGUST 13, 1963, AND RECORDED SEPTEMBER 4, 1963, IN O.R. BOOK 104, PAGE 444, COVERING PART OF THE WEST 1/2 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST LYING SOUTH OF STATE ROAD NO. 44.
9. RESTRICTIONS DATED AND RECORDED DECEMBER 30, 1974, IN O.R. BOOK 189, PAGE 670.
10. RIGHT OF WAY EASEMENT TO SUMTER ELECTRIC COOPERATIVE, INC., DATED JANUARY 13, 1972, AND RECORDED FEBRUARY 2, 1972, IN O.R. BOOK 183, PAGE 706.
11. COUNTY IMPROVEMENT AGREEMENT DATED DECEMBER 18, 1974, AND RECORDED MARCH 25, 1975, IN O.R. BOOK 182, PAGE 90.

FURTHER, THE UNDERSIGNED CERTIFIES THAT THERE ARE NO DELINQUENT REAL ESTATE TAXES ON THE SUBJECT PROPERTY AND TAXES HAVE BEEN PAID THROUGH DECEMBER 31, 1976.

ATTEST:

Henry B. Kewett

Steven J. Buehly
STEVEN J. BUEHL
ATTORNEY AT LAW



DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THAT TOM BRIDGES, INC. HAS CHAINED TO BE MADE THE ATTACHED PLAT OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, A SUBDIVISION OF THE LAND HEREIN DESCRIBED AND THAT THE EASEMENTS AS SHOWN ON THE ATTACHED PLAT TOGETHER WITH ALL IMPROVEMENTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES RESERVING UNTO THEMSELVES THEIR HEIGHT OR ASSIGN, THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW AND THAT THE EASEMENTS AS SHOWN ARE GRANTED AND RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.
IN WITNESS WHEREOF WE HAVE CAUSED THESE PRESENTS TO BE SIGNED ON THIS 10th DAY OF OCTOBER, 1979.
AS TO ALL:
James E. Palmer
JAMES E. PALMER
CHAIRMAN OF THE BOARD
ATTEST:
James E. Palmer
JAMES E. PALMER
CLERK OF THE BOARD
STATE OF FLORIDA
COUNTY OF SUMTER
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTE AND WAS FILED FOR ON OCT 17, 1979 AT 1:28 P.M.
FILE NO. 146818
SIGNED: *James E. Palmer*
JAMES E. PALMER
CLERK OF THE BOARD
MY COMMISSION EXPIRES 12-31-1980

DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THAT ENGLEWOOD INVESTMENTS LTD. HAS CAUSED TO BE MADE THE ATTACHED PLAT OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, A SUBDIVISION OF THE LAND HEREIN DESCRIBED AND THAT THE EASEMENTS AS SHOWN ON THE ATTACHED PLAT TOGETHER WITH ALL IMPROVEMENTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES RESERVING UNTO THEMSELVES THEIR HEIGHT OR ASSIGN, THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW AND THAT THE EASEMENTS AS SHOWN ARE GRANTED AND RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.
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AS TO ALL:
James E. Palmer
JAMES E. PALMER
CHAIRMAN OF THE BOARD
ATTEST:
James E. Palmer
JAMES E. PALMER
CLERK OF THE BOARD
STATE OF FLORIDA
COUNTY OF SUMTER
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FILE NO. 146818
SIGNED: *James E. Palmer*
JAMES E. PALMER
CLERK OF THE BOARD
MY COMMISSION EXPIRES 12-31-1980

DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THAT CITIZENS NATIONAL BANK OF LEESSBURG HAS CAUSED TO BE MADE THE ATTACHED PLAT OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, A SUBDIVISION OF THE LAND HEREIN DESCRIBED AND THAT THE EASEMENTS AS SHOWN ON THE ATTACHED PLAT TOGETHER WITH ALL IMPROVEMENTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES RESERVING UNTO THEMSELVES THEIR HEIGHT OR ASSIGN, THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW AND THAT THE EASEMENTS AS SHOWN ARE GRANTED AND RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.
IN WITNESS WHEREOF WE HAVE CAUSED THESE PRESENTS TO BE SIGNED ON THIS 10th DAY OF OCTOBER, 1979.
AS TO ALL:
James E. Palmer
JAMES E. PALMER
CHAIRMAN OF THE BOARD
ATTEST:
James E. Palmer
JAMES E. PALMER
CLERK OF THE BOARD
STATE OF FLORIDA
COUNTY OF SUMTER
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FILE NO. 146818
SIGNED: *James E. Palmer*
JAMES E. PALMER
CLERK OF THE BOARD
MY COMMISSION EXPIRES 12-31-1980

DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THAT HEARTY HOST LAKE RESORT, INC. HAS CAUSED TO BE MADE THE ATTACHED PLAT OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, A SUBDIVISION OF THE LAND HEREIN DESCRIBED AND THAT THE EASEMENTS AS SHOWN ON THE ATTACHED PLAT TOGETHER WITH ALL IMPROVEMENTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES RESERVING UNTO THEMSELVES THEIR HEIGHT OR ASSIGN, THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW AND THAT THE EASEMENTS AS SHOWN ARE GRANTED AND RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.
IN WITNESS WHEREOF WE HAVE CAUSED THESE PRESENTS TO BE SIGNED ON THIS 10th DAY OF OCTOBER, 1979.
AS TO ALL:
James E. Palmer
JAMES E. PALMER
CHAIRMAN OF THE BOARD
ATTEST:
James E. Palmer
JAMES E. PALMER
CLERK OF THE BOARD
STATE OF FLORIDA
COUNTY OF SUMTER
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTE AND WAS FILED FOR ON OCT 17, 1979 AT 1:28 P.M.
FILE NO. 146818
SIGNED: *James E. Palmer*
JAMES E. PALMER
CLERK OF THE BOARD
MY COMMISSION EXPIRES 12-31-1980

PLAT BOOK 2/- PAGE 40

DEDICATION - KNOWN ALL MEN BY THESE PRESENTS - THAT ENGLEWOOD INVESTMENTS LIMITED HAS CAUSED TO BE MADE THE ATTACHED PLAT OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, THE SAME BEING A SUBDIVISION OF THE LAND HEREIN DESCRIBED AND THAT THE EASEMENTS AS SHOWN ON THE ATTACHED PLAT TOGETHER WITH ALL IMPROVEMENTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES RESERVING UNTO THEMSELVES THEIR HEIGHT OR ASSIGN, THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW AND THAT THE EASEMENTS AS SHOWN ARE GRANTED AND RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

IN WITNESS WHEREOF WE HAVE CAUSED THESE PRESENTS TO BE SIGNED ON THIS 10th DAY OF OCTOBER, 1979.

AS TO ALL:
James E. Palmer
JAMES E. PALMER
CHAIRMAN OF THE BOARD
ATTEST:
James E. Palmer
JAMES E. PALMER
CLERK OF THE BOARD
STATE OF FLORIDA
COUNTY OF SUMTER
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTE AND WAS FILED FOR ON OCT 17, 1979 AT 1:28 P.M.
FILE NO. 146818
SIGNED: *James E. Palmer*
JAMES E. PALMER
CLERK OF THE BOARD
MY COMMISSION EXPIRES 12-31-1980

STATE OF FLORIDA
COUNTY OF SUMTER
BEFORE ME THIS DAY PERSONALLY APPEARED HOWARD LOADMAN, PARTNER, RAY HOSTETMAN, PARTNER, DAVID DUNKIN, PARTNER, AND ALBERT MADLEY, PARTNER, OF ENGLEWOOD INVESTMENTS LIMITED, TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT THEY DID SO FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

DATE: 10-3-79
SIGNED: *James E. Palmer*
JAMES E. PALMER
CLERK OF THE BOARD
STATE OF FLORIDA
COUNTY OF SUMTER
MY COMMISSION EXPIRES 12-31-1980

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT THE ATTACHED OF WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK UNIT NO. 1, IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AS RECENTLY SURVEYED, PLATTED UNDER MY DIRECTION AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE IN PLACE ON THE 4th DAY OF OCTOBER, 1979 AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

James E. Palmer
JAMES E. PALMER
REGISTERED LAND SURVEYOR NO. 1000
STATE OF FLORIDA

CERTIFICATE OF APPROVAL-BOARD OF COUNTY COMMISSIONERS
THIS IS TO CERTIFY THAT ON 10-17-79, THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA.
James E. Palmer
JAMES E. PALMER
CHAIRMAN OF THE BOARD
ATTEST:
James E. Palmer
JAMES E. PALMER
CLERK OF THE BOARD

CERTIFICATE OF CLERK:
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTE AND WAS FILED FOR ON OCT 17, 1979 AT 1:28 P.M.
FILE NO. 146818
SIGNED: *James E. Palmer*
JAMES E. PALMER
CLERK OF THE BOARD
MY COMMISSION EXPIRES 12-31-1980

CERTIFICATES OF APPROVAL:
James E. Palmer
JAMES E. PALMER
CHAIRMAN OF THE BOARD
ATTEST:
James E. Palmer
JAMES E. PALMER
CLERK OF THE BOARD
STATE OF FLORIDA
COUNTY OF SUMTER
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTE AND WAS FILED FOR ON OCT 17, 1979 AT 1:28 P.M.
FILE NO. 146818
SIGNED: *James E. Palmer*
JAMES E. PALMER
CLERK OF THE BOARD
MY COMMISSION EXPIRES 12-31-1980

CERTIFICATE OF APPROVAL BY ZONING BOARD:
THIS IS TO CERTIFY THAT ON 10-17-79, THE FOREGOING PLAT WAS APPROVED BY THE ZONING COMMISSION FOR THE ZONING DISTRICT 10-17-79.
James E. Palmer
JAMES E. PALMER
CHAIRMAN OF THE BOARD
ATTEST:
James E. Palmer
JAMES E. PALMER
CLERK OF THE BOARD

EXHIBIT "F"

38,000.00

1.00 x name
10.00
216.00 Doc
277.00

This Instrument Prepared by:
Randall N. Thornton, Attorney at Law
P. O. Box 58 Lake Panasoffkee, FL 33538

Inst:201160047997 Date:5/11/2011 Time:4:21 PM
Doc Stamp-Deed:266.00
-000 DC,Gloria R. Hayward,Sumter County Page 1 of 1 B:2315 P:40

STATUTORY WARRANTY DEED

THIS INDENTURE, made this May 5th, 2011, between Matthew J. Stephens and Michael J. Stephens, Co-Successor Trustees of the Nora Ellen Johnson Revocable Trust dated originally July 20, 2000, and as fully amended and restated dated April 8, 2010, 928 Barnhill Road SE New Philadelphia, OH 44663 (Grantor) and Terrance C. Piotrowicz and Suzanne L. Piotrowicz, husband and wife, Post Office Box 2593 Bushnell, FL 33513, (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is acknowledged, has granted, bargained and sold to Grantee and Grantee's heirs and assigns forever the following described land situated in Sumter County, Florida, tax parcel # G16B111.

Lot 11, Block E, Water Wheel Adult Home Community & R.V. Park Unit No. 1, according to the map or plat thereof, as recorded in Plat Book 4, Page(s) 40, of the Public Records of Sumter County, Florida.

TOGETHER WITH A 1983 PALM Mobile Home, ID#s 18059A & 1805B, Title #s 44235084 & 44235113, RP Decal #s R0377901 & R0377800

GRANTORS CERTIFY THAT THE ABOVE DESCRIBED PROPERTY DOES NOT CONSTITUTE THEIR HOMESTEAD PROPERTY.

And said grantor does hereby fully warrant the title to said land, and will defend that same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence.

Linda K. Matheson
First Witness Signature:

Linda K. Matheson
First Witness Printed Name:

Cara E. Chappell
Second Witness Signature:

Cara E. Chappell
Second Witness Printed Name:

Matthew J. Stephens
Matthew J. Stephens, Co-Successor Trustee

Michael J. Stephens
Michael J. Stephens, Co-Successor Trustee

STATE OF OHIO
COUNTY OF Tuscarawas

I HEREBY CERTIFY that on this 5th day of May, 2011, before me an officer duly qualified to take acknowledgments, personally appeared Matthew J. Stephens and Michael J. Stephens, Co-Successor Trustees, who are ☒ personally known to me; or ☐ produced _____ as identification, and who acknowledged that they executed the foregoing instrument.

Linda K. Matheson
NOTARY PUBLIC STATE OF OHIO

Print Name:

My Commission Expires:



Linda K. Matheson
Notary Public, State of Ohio
My Commission Expires 12-06-2013

EXHIBIT "G"

Recd. \$: 10.50
D.S. 16,800-00 14485-10
ExN 9.00
Rec 9.00
TF 1.50
Doc 14485.10
Int
CC 14495.60

Prepared by and return to:
FRANK C. AMATEAS
500 NE 8th Avenue
Ocala, FL 34470

Tax Parcel Nos. G16A400, G16B300, G16D007,
G16EC015, G21-003, G16-009,
G16A100, G21-001, G16E100
and G16A008

Grantee's EIN: ~~000000000~~

WARRANTY DEED

THIS WARRANTY DEED made the 11 day of June, 2003, by LHTW PROPERTIES, INC., a Nevada corporation, whose address is 1680-1140 West Pender Street, Vancouver, BC V6E 4G1, hereinafter called the Grantor, to WILDWOOD VILLAGES, LLC, a Florida limited liability company, whose post office address is 425 W. Colonial Drive, Suite 204, Orlando, FL 32804, hereinafter called the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations to said Grantor in hand paid by said Grantees, the receipt whereof is hereby acknowledged, does hereby grant, bargain and sell to the said Grantees, and Grantees' heirs and assigns forever, the following described land, situated, lying and being in Sumter County, Florida, to-wit:

(As described on the attached Exhibit A)

SUBJECT TO:

1. Taxes and assessments for the years 2003 and thereafter.
2. Restrictions, easements, covenants, conditions, limitations and reservations of record, provided that this recital shall operate to reimpose same.

Said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto caused this deed to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of the following as witnesses:

LHTW PROPERTIES, INC.

Sign: [Signature]
Printed name: BERNARD PINSKY

By [Signature]
Patrick Gaines, President

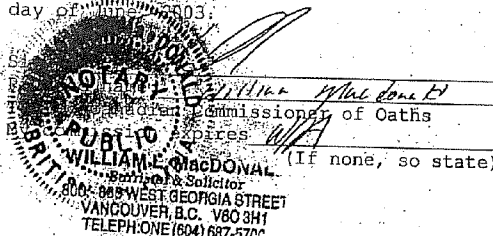
Sign: [Signature]
Printed name: Caroline [unclear]

CANADA
PROVINCE OF BRITISH COLUMBIA
CITY OF VANCOUVER

I, BERNARD PINSKY (name of witness) do solemnly declare: I was present and did see Patrick Gaines, as President of LHTW Properties, Inc., a Nevada corporation, to me personally known to be the person described in and who executed the within Warranty Deed sign and execute the same. The signature of Patrick Gaines was subscribed before me. And I have signed BERNARD PINSKY (name of witness).

Solemnly declared before me this 11th day of June, 2003.

Bernard Pinsky
Lawyer
800 - 885 West Georgia Street
Vancouver BC V6C 3H1
Telephone: (604) 687-5700
(AFFIX SEAL)



SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

DOC \$14,485.10

06/23/2003 #2003-11667
11:34:13AM B-1084 P-741

EXHIBIT "H"

EXHIBIT A

The NE 1/4 of the SW 1/4 and the S 1/2 of the NW 1/4 of the SW 1/4 and the N 1/2 of the NW 1/4 of the SW 1/4, less 5 acres off the West end thereof; and also a tract of land commencing 120 yards East of the SW corner of the SW 1/4 of the NW 1/4 of Section 21 and running thence East to shore of Lake Okahumpka, thence Northerly along that shore to what was formerly J. M. Wilhelm's landline, or the East and West centerline of the SE 1/4 of the NW 1/4 of Section 21, thence West to a point 120 yards East of the West line of Section 21, thence South 220 yards to the Point of Beginning, being a part of the SE 1/4 of the NW 1/4, all in Section 21, Township 19 South, Range 23 East, Sumter County, Florida; LESS that part lying Southwesterly of the Northeastly Right-of-Way line of the Florida Sunshine State Parkway;

PLUS that part of the W 1/2 of the W 1/2, Section 16, Township 19 South, Range 23 East, lying South of State Road 44; and the NW 1/4 of the NW 1/4, Section 21, Township 19 South, Range 23 East, and the W 1/2 of the NE 1/4 of the NW 1/4, Section 21, Township 19 South, Range 23 East, and the N 1/2 of the SE 1/4 of the NW 1/4, Section 21, Township 19 South, Range 23 East, and the East 1,000 feet of the N 1/2 of the SW 1/4 of the NW 1/4, Section 21, Township 19 South, Range 23 East, Sumter County, Florida;

LESS the following portions of HEARTY HOST LAKE RESORT SUBDIVISION, Plat Book 3, pages 57-57A, Public Records of Sumter County, Florida:

Block A, Lots 1, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14 and Tract B; Block B, Lots 1 through 3, 5 through 11, 12 through 20; Block C, Lots 1 through 4, Lots 6 through 11, and the following part of Lot 5: Begin at the SW corner of Lot 5, thence S. 71°57'40" E. 103.02 feet to the intersection with the East boundary of Lot 5, said point being on a non-tangent 60.00 foot radius curve concave to the Southeast, to which point a radial bears N. 49°02'03" W., thence Southwesterly along and with said curve and said East boundary, a cord bearing distance of S. 33°42'08" W., 15.17 feet to the Southeast corner of Lot 5, thence N. 63°33'40" W. along the south boundary of Lot 5, 100 feet to the Point of Beginning; Block D, Lots 1 through 9, and commence at the most westerly corner of Lot 13, Block B, thence S. 53°17'27" W. along a southwesterly projection of the northwesterly boundary of said Lot 13, a distance of 8.51 feet to the point of beginning, said point being 1.0 feet outside of a 6' tall privacy fence surrounding lift station site and improvements, thence S. 35°18'0" E. parallel to said fence a distance of 5.78 feet, thence continue parallel to and 1.0 feet outside of the perimeter fence the following courses and distances: S. 55°05'17" W. 18.33 feet; N. 34°23'34" W. a distance of 13.88 feet; N. 53°11'59" E. a distance of 18.11 feet; thence S. 35°18'00" E. a distance of 8.69 feet to the point of beginning and commence at the southwest corner of Tract D, thence N. 89°38'01" E. along the southerly boundary line of said Tract D, a distance of 158.08 feet to the point of beginning, said point being 1.0 feet outside of a 4' tall field fence surrounding lift station site and improvements, thence N. 09°29'23" W. parallel to said fence a distance of 27.69 feet; thence continue parallel to and 1.0 feet outside of the perimeter fence the following courses and distances: N. 77°35'26" E. 48.35 feet; S. 21°59'07" E. a distance of 49.47 feet; S. 81°26'05" W. a distance of 59.00 feet; thence N. 09°29'23" W. a distance of 17.20 feet to the point of beginning.

AND LESS the following portions of WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK, UNIT NO.1, Plat Book 4, page 40, Public Records of Sumter County, Florida:

Block D, Lots 10 through 17; Block E, Lots 1 through 8, 10 through 16; Block F, Lots 1 through 8; the following part of Lots 9 and 10, Block F, and the following part of the E 1/4 of the NW 1/4 of the SW 1/4 of Section 16; from the NW corner of Lot 9, run N. 89°38'01" E. 120.44 feet; thence S. 00°03'32" E. 145.00 feet, thence S. 89°38'01" W. 60.44 feet, thence N. 00°03'32" W. 117.50 feet, thence S. 89°38'01" W. 60.00 feet, thence N. 0°03'40" W. 27.5 feet to the Point of Beginning.

AND LESS the following portions of HERITAGE WOOD 'N LAKES ESTATES, Plat Book 4, pages 61-61A, Public Records of Sumter County, Florida:

Block A, Lots 5 through 10; Block B, Lot 1; Block C, Lots 1, 2, 3, 4, 6, 7, 9, 10, 12, 13, 14, 17, 19, 20, 22, 23, 24, 25, 31, 32, 33, 34, 35, 37, 38, 39;

AND LESS the following portions of HEARTY HOST LAKE RESORT, UNIT NO. 2, Plat Book 4, pages 62-62A, Public Records of Sumter County, Florida:

Block A, Lots 3 through 6;

AND LESS the following portions of WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK, UNIT NO. 2, Plat Book 4, pages 63-63A, Public Records of Sumter County, Florida:

Block A, Lot 1

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
DOC #14,485.10

06/23/2003 #2003-11667
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REC- 159 PAGE 670

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, ~~HEARTY~~ ^{HEARTY}
HOST LAKE RESORT, INC., a Florida corporation, being the Owner
and Developer in fee simple of all of THE LAND
_____ according to plat recorded in Plat Book 3,
Page 57, Public Records of Sumter County, Florida; do hereby
declare that all of said lots are subject to the following re-
strictions and do hereby adopt the following restrictions, and
limitations on the use of said lands, and covenant that on the
conveyance of the above described property or any part thereof,
that conveyance shall be made subject to and continue to be made
subject to each and every one of the following restrictions and
covenants:

1. No structure or mobile home shall be erected or permitted on any residential lot other than one, single-family private dwelling per lot, or one single-family mobile home per lot. Carports, cabanas, Florida Rooms, Family Rooms and porches shall be allowed, provided said carports, cabanas, Florida Rooms, Family Rooms and porches are permanently attached to the main structure of the house or mobile home. Also one utility shed shall be allowed per lot, which utility shed shall not exceed 150 square feet in floor space. All structures or improvements erected or placed on the lots must have the prior approval of Hearty Host Lake Resort, Inc.
2. Not more than one family shall be allowed to live on each lot without the consent of Hearty Host Lake Resort, Inc.
3. No structure, building, or mobile home shall be located nearer the front or rear lot lines, or nearer to the side lot lines than are allowed by the building setback lines shown on the Recorded Plat and allowed by the applicable Sumter County Zoning and Building Code.
4. No more than two dogs or two cats, or a combination thereof not exceeding two animals as household pets shall be allowed for each family.
5. No animal, birds, fish, fowls, reptiles or similar living creatures may be raised, bred or maintained for any commercial purposes on any of the property described herein.
6. No outside structures or buildings of any description for the accommodation of pets will be allowed in the subdivision.

*For Amendment of Plat. see CR 330 pg. 216
For Amendment of Restr. see CR 463 pg. 119*

will give up options

7. No mobile home buses, travel-trailers, camper-trailers, camper-vans, camper-trucks, tents or similar type recreational equipment may be utilized in the subdivision at any time without the consent of Hearty Host Lake Resort, Inc.
8. No trade, commerce, selling, manufacturing or any other type of commercial activity shall be allowed to take place on any of the lots in this Subdivision at any time other than as specifically allowed for in Paragraph 9 of these Restrictions.
9. Anything in these restrictions to the contrary notwithstanding, Hearty Host Lake Resort, Inc. reserves the right to maintain a sales office and models on the premises described herein as well as advertising signs advertising Hearty Host Lake Resort Properties until at least 95% of the lots in said subdivision have been sold.
10. A parcel less than one lot as platted may not be owned by anyone other than by a contiguous property owner.
11. No noxious, offensive or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighboring lot owners in the Subdivision.
12. Fences not to exceed five (5) feet in height and placed not nearer the front lot line than the rear, of the house or its additions, or the front of the mobile home or its additions on said lots will be allowed. The type of fence must be approved by Hearty Host Lake Resort, Inc. prior to installation.
13. Each lot owner agrees to keep his lot mowed and in a condition comparable to the other lots in the subdivision; and if any lot owner fails to do this, Hearty Host Lake Resort, Inc. or its Agent, shall have the right, after informing the lot owner in writing by certified mail at the lot owner's last known address 21 days in advance, to enter upon the premises and take the necessary steps to correct these conditions and the charges therefore shall constitute a lien on the property and the lot owner shall be liable therefore in full. Hearty Host Lake Resort, Inc. or its agent shall not be held liable for trespass in taking action under this paragraph.
14. Each lot purchaser agrees that there is a monthly fee to the lot owners for the use by the lot owners and their immediate families of certain facilities owned and maintained by Hearty Host Lake Resort, Inc., including but not limited to a club house, swimming pool, dock and pavillion. Said maintenance fee shall be established annually by Hearty Host Lake Resort, Inc. Adjustments in the monthly fee will be made on the basis of actual increases or decreases in operating

REC- 159 PAGE 672

expenses of these particular facilities, plus a reasonable profit margin not to exceed 10% of the fair market value of these facilities. The non-payment of this maintenance fee shall prohibit the further use of these facilities until paid and shall constitute a lien on the lot owner's property. The lot owners agree to abide by the rules and regulations established by Hearty Host Lake Resort, Inc. governing the use of these facilities.

15. These restrictions and covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1994; at which time said covenants and restrictions shall terminate unless at 75% of the then owners of the lots in said subdivision shall agree in writing to extend in whole or part said covenants and restrictions, in which case such extension shall be evidenced by the execution by consenting owners and recording of a document extending said covenants and restrictions in whole or part in the Public Records of Sumter County, Florida.

16. If any person, firm or corporation or their heirs or assigns shall violate or attempt to violate any of these restrictions before January 1, 1994, it shall be lawful for any other person or persons owning any part or parcel of the above described land and Hearty Host Lake Resort, Inc. to institute and carry forth any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damages for such violation. Any violator shall be responsible for the payment of reasonable attorney fees and court costs incurred by the party bringing the action for such violation.

17. Invalidity of any one of these covenants by court order shall in no way affect any of the other provisions, which other provisions shall remain in full force and effect.

18. All requests for approvals required by these restrictions and all approvals or disapprovals of such requests must be given in writing, which approval or disapproval may be given by personally delivery or by U.S. Certified Mail at the last known address of the party requesting approval. Approval may be withdrawn if a vested interest of the affected party is not materially affected.

-3-

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PUBLIC RECORDS
SUMTER COUNTY, FLA.
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C. PUGH, CLERK
Hearty Host Lake Resort, Inc.

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REC- 159 PAGE 673

19. If Hearty Host Lake Resort, Inc. fails to approve or disapprove within sixty (60) days of receipt of written request for approval, the request shall be considered as approved.

20. A purchaser on an agreement for Deed shall, for the purposes of these restrictions, be considered as a lot owner.

21. These restrictions shall be binding on the heirs, estates, beneficiaries of estates, assignees and creditors of the owners of record.

22. Hearty Host Lake Resort, Inc.'s rights, duties, privileges and interests may be voluntarily assigned, conveyed and pledged by Hearty Host Lake Resort, Inc. and such assignee, grantee or pledgee shall succeed to all the rights, duties, privileges and interests of Hearty Host Lake Resort, Inc.

23. The purpose of these restrictions is to provide for the enjoyment and satisfaction of the ownership of these lots. Any act that expressly or impliedly, by commission or omission, detracts from these objectives, shall be deemed to be in violation of these restrictions.

24. In light of the objectives stated in Paragraph 23, anything to the contrary in these covenants and restrictions, Hearty Host Lake Resort, Inc. reserves the right to amend these restrictions and to make further restrictions affecting the property described herein, however such amendments or new restrictions shall not detract from or reduce vested rights of those who have already purchased property or who have signed an Agreement for Deed with Hearty Host Lake Resort, Inc.

IN WITNESS WHEREOF, Hearty Host Lake REsort, Inc., a Florida Corporation, has caused this instrument to be executed in its corporate name and by its duly authorized officers and its corporate seal affixed hereunto, this 30th day of DEC. 1974.

HEARTY HOST LAKE RESORT, INC.

ATTEST:

Franklin J. Repp
Secretary

BY: Charles L. Reed (SEAL)
President

STATE OF FLORIDA)
COUNTY OF SUMTER)

Before me personally appeared CHARLES L. REED and FRANKLIN J. REPP, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President

and Secretary of HEARTY HOST LAKE RESORT, INC., a Florida corporation and severally acknowledged to and before me that they executed such instrument as such officers of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of Dec.

Bernie A. Coker
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA, at LARGE
MY COMMISSION EXPIRES JAN. 7, 1976
BOWDED THRU GENERAL INSURANCE UNDERWRITERS

My Commission expires:

This Instrument Prepared by:
Theodore F. McLane
Williams & McLane
Attorneys at Law
251 No. Clearwater-Largo Rd
Largo, Florida 33540

AMENDMENT TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Heritage Wood 'N Lake Estates, Inc., a Florida corporation, by and through Alan Smolen, the duly appointed receiver for the mobile home park known as Heritage Wood 'N Lake Estates (hereinafter "the park"), hereby files this amendment to the declaration of restrictions for Hearty Host Lake Resort, a subdivision in Sumter County, Florida, said restrictions recorded in Official Records Book 159, page 670, Public Records of Sumter County, Florida. The above-referenced restrictions relate to the subdivision platted in Plat Book 3, page 57, Public Records of Sumter County, Florida, said subdivision hereinafter referred to as "the subject property". This amendment is prepared and recorded upon the following authority:

A. Paragraph 24 of the above-referenced restrictions reserved unto Hearty Host Lake Resort, Inc., the then owner of the subject property, the right to amend the restrictions and to make further restrictions affecting the subject property.

B. Heritage Wood 'N Lake Estates, Inc., (hereinafter the "owner"), is the successor in interest to Hearty Host Lake Resort, Inc., as owner of the remaining unsold lots within the subject property and of certain recreational facilities maintained for the benefit of owners of lots within the subject property.

C. Alan Smolen is the court-appointed receiver for Heritage Wood 'N Lake Estates, Inc., in the case of Sunshine State Service Corporation, et al., vs. Dove Investments of Hillsborough County, Inc., et al., vs. Freedom Savings and Loan Association, et al., Case No. 84-66-CA, in the Circuit Court of the Fifth Judicial Circuit in and for Sumter County, Florida.

D. Pursuant to the order of court in the above-referenced case, dated July 1, 1986, Alan Smolen as receiver was specifically authorized to amend the above-referenced

FILED AND RECORDED IN
PUBLIC RECORDS OF
SUMTER COUNTY, FLA.
RECORD VENTURED
AUG 26 11 42 AM '86
BERNARD H. SHELVITT, JR.
CLERK OF CIRCUIT COURT
BY: *[Signature]*
C.C.

195504

17.00

For Amended Restriction see OL 463 of 119

Prepared By: + Ret: Williams, Smith, + Summers, PA.

restrictions on behalf of the owner. Said order authorized the receiver to amend the maintenance fee provisions of said restrictions in accordance with the rulings of the court on the maintenance fee issue.

NOW, THEREFORE, in light of the foregoing, the restrictions recorded in Official Records Book 159, page 670, Public Records of Sumter County, Florida, are hereby amended as follows:

1. Paragraph 14 of the restrictions recorded in Official Records Book 159, page 670, Public Records of Sumter County, Florida, is replaced and superseded with the following language:

The owner of the park shall provide the following services: to maintain the streets, to furnish sewage disposal and maintenance of the sewer plant and lines, lawn mowing of the common areas, landscaping of the common areas, lighting for the common areas, garbage pick up, water and maintenance of the water plant and lines, T.V. tower, head end equipment, cable lines, recreational facilities (including club house with equipment and furnishings inside, two pools, jacuzzi, pool locker facility, tennis courts, arts and crafts building, lake area dock, barbecue, and benches) payment of taxes and insurance relating to the recreational facilities and their operation, and payment of expenses for legal services, accounting services, and the employment of a park manager and maintenance personnel.

To finance the performance of the duties set forth above, and to assure the continued operation and maintenance of the facilities described above, all lots within the subject property shall be subject to a monthly maintenance charge as described herein. Effective July 1, 1986, and for each month thereafter until the monthly maintenance fee is amended as provided for herein, the monthly maintenance fee shall be \$65.00 per lot within the subject property. Each lot owner shall pay

said fee to the owner, or the owner's duly authorized representative, on or before the first day of each month.

The monthly maintenance fee shall be adjusted annually based upon actual increases or decreases in the expenses incurred in providing the services and maintaining the facilities described above, plus a reasonable profit margin not to exceed ten (10%) percent of the fair market value of the facilities operated and maintained by the owner on behalf of the owners of lots within the subject property. Adjustments to the monthly maintenance fee shall become effective on July 1 of each year, and the owner shall notify lot owners at least thirty (30) days prior to July 1 of any adjustments in the monthly maintenance fee.

The due date for monthly maintenance fees is the first day of each month. A five dollar (\$5.00) late charge shall be due and payable by the lot owner for each month in which the maintenance fee is not received by the owner on or before the 10th day of the month. Additionally, the owner shall have a lien against each lot and all improvements thereon for any unpaid maintenance fees related to such lot, together with interest thereon at the legal rate from the due date, and reasonable attorney's fees incurred by reason of the nonpayment thereof. The owner shall be entitled to foreclose its lien against the lot in the same manner as in the foreclosure of a mortgage under Florida law, and costs and expenses incurred by the owner in enforcing said lien, including a reasonable attorney's fee and interest on the amount unpaid from the due date, shall be paid by the lot owner, whether suit be brought or not.

2. Except as modified by this amendment, the restrictions recorded in Official Records Book 159, page 670, Public Records of Sumter County, Florida, shall remain in full force and effect.

IN WITNESS WHEREOF, Alan Smolen, the court-appointed receiver for Heritage Wood 'N Lake Estates, Inc., has executed this amendment to declaration of restrictions, this 7th day of ~~July~~^{August}, 1986.

WITNESSES:

HERITAGE WOOD 'N LAKE ESTATES, INC.,
a Florida corporation

Judy L. Slagle
Loren B. Morrison

By: Alan Smolen
Alan Smolen, court-appointed
receiver in Case No. 84-66-CA

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, personally appeared Alan Smolen, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and seal this 7th day of ~~July~~^{August}, 1986.

Judy L. Slagle
Notary Public
My Commission Expires: 3/18/90

Notary Public, State of Florida - 1st Term
My Commission Expires June 17, 1990
Bonded By SAFECO Insurance Company of America

29.00
4.00
33.00

OFF. REC. 435 PAGE 414

For Notice of Lien See DE SCG Pg 58

DECLARATION OF RESTRICTIONS TO
HERITAGE WOOD 'N LAKES ESTATES,
a Subdivision in Sumter County,
Florida, according to the Plat
thereof recorded in Plat Book
4, Pages 61 and 61A of the
Public Records of Sumter County,
Florida.

Aug 8 4 55 PM '91
FILED AND RECORDED IN
PUBLIC RECORDS OF
SUMTER COUNTY, FLA.
BOOK 4 PAGE 414

This Declaration of Restrictions is made this 8th day of August, 1991, by EGR Enterprises, Inc. (hereafter the "Developer"), as the Owner of the Heritage Wood 'N Lakes Estates Subdivision.

WHEREAS, the Developer desires to provide for the preservation and enhancement of the property values within the Subdivision, and

WHEREAS, the Developer desires to establish a community specifically designed to meet the housing needs of persons 55 years of age or older through the imposition of certain restrictive covenants, conditions and prohibitions, and

WHEREAS, a portion of the land within Heritage Wood 'N Lakes Estates Subdivision is a replat of Lots originally within the Plat of Water Wheel Adult Mobile Home Community and R.V. Park which were subject to the Restrictions recorded in Book 234, page 214, and the Amendment to Declaration of Restrictions recorded in Book 330, page 212, both within the Official Records of Sumter County, Florida, and

WHEREAS, Developer desires to impose uniform restrictive covenants, conditions and prohibitions within the entire Heritage Wood 'N Lakes Estates Subdivision,

NOW, THEREFORE, Developer hereby declares that all of the Lots and the lands formerly within the Plat of the Water Wheel Adult Mobile Home Community and R.V. Park Subdivision which were replatted within the Heritage Wood 'N Lakes Estates Subdivision are no longer subject to the Restrictions recorded in Book 234, page 214, nor the Amendment to Restrictions recorded in Book 330, page 212, both within the Official Records of Sumter County, the same being amended hereby pursuant to the reservation of such right therein which is now vested in the Developer herein as successor to the rights of Englewood Investments, Limited, said amendment being effective only as to such Lots as have been included in Heritage Wood 'N Lakes Estates; and further declares that all of the Lots in the Heritage Wood 'N Lakes Estates Subdivision shall be held, sold and conveyed subject to the following easements, covenants, restrictions, and prohibitions which shall run with the Lots and shall be binding on all parties having any right, title or interest in such Lots, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, as more fully set forth herein:

1. DEFINITIONS:

As used herein the following definitions shall apply:

- 1.1 "Developer" shall mean and refer to EGR Enterprises, Inc., a Florida corporation, its successors and assigns.
- 1.2 "Subdivision" shall mean and refer to the above described Plat of Heritage Wood 'N Lakes Estates, recorded in Plat Book 4, pages 61 and 61A, of the Public Records of Sumter County, Florida.
- 1.3 "Lot" shall mean and refer to any plot of land shown upon the Plat which bears a numerical designation, but shall not include tract or other areas not intended for a residence.
- 1.4 "Home" shall mean and refer to a detached single family dwelling unit containing plumbing facilities, including toilet, bath, or shower and kitchen sink, all connectable to sewerage and water facilities, and which is permanently affixed to the real property.

Will pick up

Prepared By
R. Dewey Burnsed
P.O. Box 491357
Leesburg, Fla

1.5 Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Plat.

2. USE OF PROPERTY:

2.1 All Lots included in the Subdivision shall be used for residential purposes only. No peddling, soliciting or commercial enterprise is allowed except for those services offered to residents of the Subdivision by the Developer or its designee.

2.2 No building or structure shall be constructed, erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Developer, or the Architectural Review Committee if one has been designated by the Developer, as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation.

2.3 The approval or disapproval as required in these covenants shall be in writing. In the event that Developer, or its designated Architectural Review Committee fails to approve or disapprove plans and specifications submitted to it within thirty (30) days after such submission, approval will not be required.

2.4 To maintain the aesthetic qualities desirable in a first class Subdivision, each Home will contain modern plumbing facilities, including toilet, bath or shower and kitchen sink, all connectable to the sewerage and water facilities provided by the Developer or its designee.

2.5 There shall be only one Home on each Lot. Only Homes at least 800 square feet, exclusive of any carport, storage room, screen room or other appurtenances, shall be placed on any Lot. The Home may be either a mobile Home or a conventionally built Home, of a design approved by Developer as being harmonious with the development as to color, construction materials, design, size and other qualities. The Home shall be placed on a Lot in conformance with the overall plan of the Developer. The Developer shall have the sole right to build or place, level and hook up the initial Home on the Lot and designate the placement of the access to the Lot, at the sole cost and expense of the Owner. After the initial Home has been placed, positioned and hooked up, replacements, reconnections, disconnections, additions, alterations, or modifications in the location of the Home or the Home itself must comply with restriction No. 2.2.

2.6 Each Mobile Home shall be skirted in a manner as may be required by the Developer so as to make all of the skirting in the Subdivision aesthetically compatible. In addition thereto, each Lot must contain a concrete driveway, and the lawn must be sodded.

2.7 No more than two vehicles per Home are allowed without prior written approval of the Developer or its designee. No boats, recreational vehicles, or trucks exceeding 3/4 ton size and up shall be parked, stored or otherwise remain on any Lot or street, except boats and recreational vehicles may be stored in a carport provided the carport roof fully covers the boat or recreational vehicle. Service vehicles may be located thereon on a temporary basis while performing a service for a resident. No vehicles incapable of operation shall be stored on any Lot nor shall any junk vehicles or heavy equipment be kept on any Lot. Nothing within this paragraph limits what a Homeowner may store within a fully enclosed garage. Parking on the grass is prohibited.

2.8 Boxes, cans, bottles, equipment, and other items not normally a part of the exterior decor of a Home and its appurtenances, must not be stored outside the Home. This prohibition is not intended to extend to vehicles or to lawn and patio furniture, but is intended to extend to any item which, if left or stored outside, tends to detract from the appearance of the Subdivision.

2.9 No outdoor clothes drying is permitted except that clothes may be dried outdoors on a folding type clothes dryer located within the back yard of a Homeowner's Lot. All dry clothes must be promptly taken down.

2.10 It shall be the responsibility of the Owners to keep their Homes and Lots neat and clean and the grass cut and edged at all times. If an Owner does not adhere to this regulation, then the work may be performed on behalf of the Owner by the Developer and the cost shall be charged to the Owner.

2.11 All signs are prohibited except those identifying the name and address of the Owner except that a Owner may display no more than one "FOR SALE" sign on the lot or from the inside of the Home. All signs must be professionally painted. The sign may not exceed 11" by 17" except that an Owner may display the standard residential "For Sale" sign utilized by real estate firms licenced to operate in the State of Florida.

2.12 No aerials, satellite reception dishes, or antennas of any kind visible from the outside of the Home are permitted in the Subdivision.

2.13 No fence, barrier, wall or structure, of any kind or nature shall be placed on the property without prior written approval of the Developer or its designated representative.

2.14 Trees and shrubs may not be planted which may cause damage to the Subdivision or a neighbor's property. Before any planting the Owner must check for possible interference with underground utilities. Damages to underground utilities are the responsibility of the Owner.

2.15 Exterior lighting must be shaded so as not to create a nuisance to others. No security light poles may be erected by any Owner without permission of Developer or its designee.

2.16 Developer reserves the right to enter upon all Lots at all reasonable times for the purposes of inspecting the use of said Lot and for the purpose of utility maintenance and the cleaning and maintaining of the Lot and Home if not properly maintained by the Owner.

2.17 All Owners shall notify the Developer when leaving their property for more than a 7-day period and shall simultaneously advise the Developer as to their tentative return date.

2.18 Each Owner shall use his property in such a manner as to allow his neighbors to enjoy the use of their property. Radios, record players, television, voices and other sounds are to be kept on a moderate level from 10:00 PM to 8:00 AM.

2.19 No more than a total of two animals in any combination of dogs and/or cats may be kept at any Lot. No pet may have a shoulder height exceeding fourteen (14) inches or a weight exceeding forty (40) pounds. Birds kept in cages and fish in aquariums are permitted in non-commercial quantities. No other pet of any type is permitted. All pets owned by the Owner, their guests or visitors are the responsibility of the Owner and shall be kept within the confines of the Owner's Lot. All pets off the Owner's Lot must be kept on a leash and the Owner must police and immediately remove all wastes left by the pets.

2.20 All garbage will be contained in plastic bags or other containers prescribed by the Developer and placed curbside no earlier than the day before scheduled pick-up.

2.21 Window air-conditioners are prohibited and only central air-conditioners are permissible.

2.22 The Subdivision is an adult community designed to provide housing for persons 55 years of age or older. All Homes that are occupied must be occupied by at least one person who is at least fifty-five (55) years of age. No person under twenty-five (25) years of age may be a permanent resident of a Home, except that persons below the age of twenty-five (25) years may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year period. The Developer or its designee in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the

ages of twenty-five (25) and fifty-five (55) to permanently reside in a Home even though there is not a permanent resident in the Home who is fifty-five (55) years of age or over, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the lots in the Subdivision having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Developer shall establish rules, regulations, policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Developer or its designee shall have the sole and absolute authority to deny occupancy of a Home by any person(s) who would thereby create a violation of the aforesaid percentages of adult occupancy. Permanent occupancy or residency may be further defined in the Rules and Regulations of the Subdivision as may be promulgated by the Developer from time to time. All residents shall certify from time to time as requested by the Developer, the names and dates of birth of all occupants of a Home.

2.23 Developer reserves the right to establish such other reasonable rules and regulations covering the utilization of said lots by the Owner in order to maintain the aesthetic qualities of this Subdivision, all of which apply equally to all of the parties in the Subdivision.

3. LEASING A HOME

3.1 The Developer reserves the right to confirm that the proposed tenants of an Owners' Home do not constitute a violation of Restriction No. 2.21. Owners who wish to rent their Home must deliver to the Developer or its designee at least five (5) days before the beginning of any proposed rental period, a written list containing the names and dates of birth of all proposed tenants of the Home to be leased. Within two (2) business days of receiving a complete list, the Developer or its designee will notify the Owner of approval or disapproval. If the Owner is not notified of disapproval before the beginning of the proposed rental period, the tenants on the proposed list will be deemed approved.

3.2 Owners who rent their Homes will deliver to the tenants a copy of this Declaration of Restrictions, together with subsequent amendments, and a copy of the Rules and Regulations then in effect.

3.3 A violation of a restriction in the Declaration of Restrictions or the Rules and Regulations by an Owner's tenant is deemed a violation by the Owner.

4. EASEMENTS AND RIGHTS-OF-WAY

4.1 Easements and rights-of-way in favor of the Developer are hereby reserved for the construction, installation and maintenance of utilities such as power lines, sewer drainage, water lines, cablevision, telephone, recreation facilities, and the like, necessary or desirable for public health and welfare.

4.2 Developer reserves the right to extend any streets or roads in said Subdivision or to cut new streets or roads, but no other person shall extend any street or cut any new street over any lot.

4.3 No lot may be used as ingress or egress to any other property or turned into a road by anyone other than the Developer.

5. SERVICES TO BE PERFORMED BY DEVELOPER

5.1 The Developer shall provide the following services:

- (1) street maintenance
- (2) sewage disposal and maintenance of the sewer plant and lines
- (3) landscaping and mowing of the common areas
- (4) lighting for the common areas
- (5) garbage pick up
- (6) potable water service and maintenance of the water plant and lines

- (7) recreational facilities including those designed to meet the physical and social needs of older persons
- (8) payment of taxes and insurance relating to recreational facilities and common areas
- (9) payment for legal, accounting and administrative services and maintenance personnel.

5.2 Each Owner hereby agrees to pay a monthly maintenance assessment against each lot for the services described in Paragraph 5.1. If an Owner fails to pay the monthly maintenance assessment, the Developer may terminate the services provided in Paragraph 5.1.

5.3 The monthly assessment as of the date of recording of this Declaration of Restrictions shall be \$80.00 per lot per month.

5.4 The monthly maintenance assessment shall be adjusted annually each July 1st based upon actual increases or decreases in the expenses incurred in providing the services and maintaining the facilities described above, plus a reasonable profit margin not to exceed ten (10%) percent of the fair market value of the facilities operated and maintained by the Developer on behalf of the Owners of lots within the subject property. Adjustments to the monthly maintenance assessment shall become effective on July 1 of each year, and the Developer shall notify lot Owners at least thirty (30) days prior to July 1 of any adjustments in the monthly maintenance assessment.

5.5 The due date for monthly maintenance assessment is the first day of each month. A five dollar (\$5.00) late charge shall be due and payable by the lot Owner for each month in which the maintenance assessment is not received by the Developer on or before the 10th day of the month.

5.6 The monthly charges for services described in Paragraphs 5.3, 5.4, and 5.5 shall be due and payable monthly and said charges once in effect will continue from month to month whether or not said lot is vacant or occupied. Unpaid maintenance fees and late charges will accrue interest at 18% per annum from their respective due dates.

5.7 If any payment is made to the Developer or its designee by check and the check is dishonored for any reason, there will be a \$15.00 administrative fee charged, plus any charges assessed against the payee by the bank for handling the returned check. If, as a result of the dishonored check, the payment when paid is late, the late fee will also be charged.

5.8 Owner does hereby give and grant unto the Developer a continuing lien in the nature of a mortgage upon the lot of the Owner superior to all other liens and encumbrances, except any institutional first mortgage. This lien shall secure the payment of all monies due the Developer hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosures of mortgages. In any such action or other action to enforce the provisions of this lien, including appeals, the Developer shall be entitled to recover reasonable attorney's fees, abstract bills and court costs. An institutional first mortgage referred to herein shall be a mortgage upon a lot and the improvements thereon, originally granted to an Owner by a bank, savings and loan association, pension fund trust, real estate investment trust, or insurance company intended to finance the purchase of the lot and/or improvements.

5.9 Purchasers of lots, by accepting their deed, together with their heirs, successors and assigns, agree to take title to subject to and be bound by, and pay the charges set forth herein, and said acceptance of deed shall further indicate approval of said charge as being reasonable and fair, taking into consideration the nature of Developer's project, Developer's investment in the recreational area, and in view of all the other benefits to be derived by the Owners as provided for herein.

5.10 Purchasers of lots further agree, that by the accepting their deeds and paying the purchase price therefor, they acknowledge that said purchase price was solely for the purchase of said lot or lots, and that said purchasers, their heirs, successors and assigns, shall not have any right, title or claim or interest

in and to the recreational area and facilities contained therein or appurtenant thereto, by reason of the purchase of their respective Lots, it being specifically agreed that Developer, its successors and assigns, is the sole and exclusive Owner of said facilities.

5.11 Developer reserves the right to enter into a Management Agreement with any person, firm or corporation to maintain and operate the portions of the Subdivision in which the Developer has undertaken an obligation to maintain, and for the operation and maintenance of the recreational facilities. Developer agrees, however, that any such contractual agreement between the Developer and a third party shall be subject to all of the terms, covenants and conditions of this Declaration of Restriction. Upon the execution of said Agreement, Developer shall be relieved of all further liability hereunder.

6. ENFORCEMENT:

6.1 If any Lot Owner or persons in possession of said Lots shall violate, or attempt to violate, any of the covenants, conditions and reservations herein, or the Rules and Regulations adopted pursuant thereto, it shall be lawful for the Developer or any Lot Owner to prosecute any proceedings at law or in equity, against any such person or persons violating or attempting to violate any such covenants, conditions, reservations, rules or regulations, either to prevent him or them from so doing, or to recover damages or any proper charges for such violation. Cost of such proceedings, including a reasonable attorney's fee shall be paid by the party losing said suit.

6.2 In addition to prosecuting an action in law or equity for a violation of the covenants, conditions and reservations herein or the Rules and Regulations adopted pursuant thereto, the Developer or its designee may, upon notice, suspend the Homeowner's right to use the recreational facilities for a period of sixty (60) days. The remedies to the Developer under paragraphs 6.1 and 6.2 are cumulative and suspending a Homeowner's right to use the recreational facilities under 6.2 will not bar an action by the Developer under 6.1.

6.3 The Developer or its designee may deliver notice of violations by hand or by mail. Mailed notice is considered delivered three (30) days from the postmark date.

7. INVALIDITY CLAUSE:

Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

8. AMENDMENT. The Developer hereby reserves the right to amend, modify, alter or change these Restrictions or any provision hereof, provided, however, that an instrument of such effect, executed in the manner provided by law, is recorded among the public records of Sumter County, Florida.

9. DURATION:

The foregoing covenants, restrictions, reservations, and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portions of said lands until the first day of January, 2030 (except as elsewhere herein expressly provided otherwise). After January 1, 2030, said covenant, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Developer or his assignee shall be recorded, which instrument shall alter, amend, enlarge, extend or repeal, in whole or part, said covenants, restrictions, reservations and servitudes.

DATED this ____ day of August, 1991.

WITNESSES:

Steven M. Roy
Name: Steven M. Roy

Arthur H. Rogow
Name: Arthur H. Rogow

EGR ENTERPRISES, INC.

BY: Eileen G. Rogow
Eileen G. Rogow
Its President

Address of EGR ENTERPRISES, INC.:
c/o Wildwood Estates
Route 4, Box 451
Wildwood, FL 34785

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 24 day of August, 1991 by Eileen G. Rogow, the President of EGR ENTERPRISES, INC., a Florida corporation, on behalf of the corporation.

Harmon C. Skehan
NOTARY PUBLIC
Name: Harmon C. Skehan
My Commission Expires:

C135:Herit:071991:sr

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 07/1992
DO NOT SIGN AFTER EXPIRATION

28.00 Re

REC: 234 PAGE 214

TO THE PUBLIC

DECLARATION OF RESTRICTIONS TO:

WATER WHEEL ADULT MOBILE HOME COMMUNITY AND R.V. PARK, a Subdivision in Sumter County, Florida, according to the Plat thereof recorded in Plat Book 4 at Page 40, of the Public Records of Sumter County, Florida.

FILED AND RECORDED
PUBLIC RECORDS OF
SUMTER COUNTY, FLA.
RECORD VERIFIED
AUG 9 12 30 PM '80
C. BURGON HARSH
CLERK OF SUMTER COUNTY
FLORIDA

150228

KNOW ALL MEN BY THESE PRESENTS:

That Englewood Investments, Limited, a Florida Limited Partnership, hereinafter referred to as the Developer, the owner of Water Wheel Adult Mobile Home Community and R.V. Park, does hereby create and establish certain restrictive covenants, more particularly hereinafter set forth and does impress the title to the lots described in the above with said restrictive covenants, conditions and reservations, which shall follow the title and run with the land of said lots or parcels in said subdivision. Any reference herein or hereafter to a lot, block, parcel or site of land shall mean reference to the above mentioned subdivision.

NOW therefore, the undersigned Developer of the above mentioned subdivision does hereby impress, place upon, and declare the title to the lands in said subdivision to be subject to the following restrictive covenants, conditions, prohibitions and reservations, to-wit:

WHEREAS, the Developer has incorporated ENGLEWOOD INVESTORS, INC., hereinafter referred to as "Corporation", of the State of Florida, for the purpose of delegating and assigning to that corporation powers of (i) owning, maintaining and administering the community property and facilities referred to as the "Common Areas" and providing "Common Services", (ii) administering and enforcing the covenants and restrictions contained herein, and (iii) collecting and disbursing the assessments and charges hereinafter created, (iv) acquiring, constructing, maintaining, operating and providing the Recreation Facilities and services for the benefit and use of owners of lots, and (v) for such other purposes as are or may be set forth in the Corporation's Articles of Incorporation and By-Laws.

NOW, THEREFORE, Developer hereby declares that all of the Lots as herein defined (but excluding the Common Areas) of WATER WHEEL ADULT MOBILE HOME COMMUNITY AND R.V. PARK, a subdivision according to the Plat thereof above set forth, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with such Lots and shall be binding on all parties having any rights, title or interest in such Lots, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof as more fully set forth herein.

ARTICLE I
DEFINITIONS

Section 1. Developer shall mean and refer to Englewood Investments, Limited, a Florida Limited Partnership, its successors and assigns.

Section 2. Corporation shall mean and refer to Englewood Investors, Inc., a Florida corporation, its successors and assigns.

This instrument was prepared by
STEVEN J. RICHEY, Attorney At Law
P. O. Box 1656, Leesburg, FL 32748

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EXHIBIT "L"

See Appendix Restrictions 211 OR 330 Pg 212
See Appendix Restrictions 220 OR 463 Pg 106

Section 3. Owner shall mean and refer to the record title holder (including contract purchasers or buyers entitled to possession of a Lot), whether one or more persons or entities, of a fee simple title to any Lot as herein defined, but excluding those having such interest merely as security for a debt.

Section 4. Common Areas shall mean all real property and personal property owned by the Developer for the common use and enjoyment of or to supply services to all of the Owners; where the context so permits or requires, the phrase "Common Areas" shall include all streets, easements, fixtures, machinery, supplies, pipes and equipment of every nature (real, personal or mixed) constructed, installed, used, or supplied on, in or to the Common Areas or to provide Common Services. The real property of the Common Areas to be owned by the Developer, being the private roads located inside of the subdivision, is described as follows:

All of the areas marked "Street", "Court", "Terrace" and "Avenue" located within the limits of the plat of WATER WHEEL ADULT MOBILE HOME COMMUNITY AND R.V. PARK, a subdivision according to the Plat thereof as recorded in Plat Book 4, Page 40, of the Public Records of Sumter County, Florida.

Section 5. Common Services shall mean such services as are provided by the Developer to each Owner, the cost of which are included in the annual assessment such as, but not limited to, street lighting and maintenance, garbage and trash collection, central T.V. antenna, lawn mowing and edging, irrigating, fertilizing or pest control, security service, and other uniform benefits to all of the Owners. The Developer shall not be required to provide any specific common services but shall provide such as are economically feasible and warranted.

Section 6. Lot shall mean and refer to any plot of land shown upon said plat of WATER WHEEL ADULT MOBILE HOME COMMUNITY AND R.V. PARK subdivision as a numbered lot.

Section 7. Public Utility shall mean and refer to the potable water, fire, sewer, electric and telephone lines, hydrants, meters and facilities for the servicing of the lots and common areas which are owned, provided and maintained by Sumter Electric Cooperative, Inc.; not included are such systems as the (nonpotable) lawn irrigation and central T.V. antenna, as may be provided, maintained and owned by the Developer.

Section 8. Recreation Facilities shall mean all real property and personal property, excluding the Common Areas, owned or acquired by the Developer for the use and enjoyment of or to provide social activities for or to the lot Owners.

Section 9. Recreation Services shall refer to the social and similar services and facilities provided by the Developer to or for lot Owners use and enjoyment.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Use. Every Owner shall have a right and easement of use and benefit of the Common Areas and Common Services which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Developer to establish, amend and enforce Rules and Regulations concerning the use of the Common Areas and Common Services;
- (b) the right of the Developer to levy assessments;
- (c) the right of the Developer to suspend the right to use or benefit of any or all of the Common Areas or Common Services by an Owner for any period during which any charge or assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for each infraction of its Rules and Regulations or of these covenants, conditions and restrictions;

(d) the right of the Developer to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the same;

(e) the right of the Developer to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by two-thirds (2/3) of Lot Owners; no such dedication or transfer shall be effective unless an instrument indicating approval thereof by two-thirds (2/3) of the Owners is recorded in connection with such dedication or transfer.

Section 2. Delegation of Use. Any Owner may delegate his right of use and benefit to the Common Areas and Common Services to the persons in his family or his tenants living on a Lot.

ARTICLE III

1. USES. All lots shall be used for residential purposes only, except such lots, blocks, or parcels as may hereafter be designated for any other purpose by the Developer. No commercial activity, trade, enterprise, business or profession shall be conducted, maintained, carried on, established, or practiced.

2. SIGNS. No signs or advertisement, including signs advertising a home for sale shall be displayed on any lot, right of way or any other part of the property, except as approved by the Developer.

3. STORAGE. There shall be no boat, trailers, R.V.'s or other objects stored in or about any lot. A designated storage area has been set aside by the Developer. Arrangements for storage must be made through the Developer.

4. LAUNDRY. No laundry shall be dried outdoors except on a special drying apparatus in the form of a folding rack or umbrella which shall be placed at the rear of each lot. Clotheslines shall not be strung between Posts or Trees. Use of Public Laundry facilities will be at users risk both to themselves and their clothing.

5. EASEMENTS AND RIGHTS-OF-WAY.

(a) Easements and rights-of-way in favor of the Developer reserved for the construction, installation and maintenance of utilities such as electric light lines, drains, water supply lines, telephone and telegraph lines or the like necessary or desirable for public health and welfare. Such easements and rights-of-way shall be confined to a 5 foot width along the rear and dividing lines of every building plot and along every street, road or highway fronting on said Lot.

(b) Developer reserves the right to change, extend or close any streets or roads in said Subdivision or to cut new streets or roads, provided such change or changes shall not interfere with ingress or egress to the property of the Owner or alter the size of said Lot.

6. Developer reserves the right to enter upon all Lots at all reasonable times for the purposes of inspecting the use of said Lot and for the purposes of utility maintenance and the cleaning and maintaining of the Lot if not properly maintained by the Owner.

7. PETS. A pet may be kept by an owner; provided, however, that at all times such pet shall be kept within the confines of the owner's lot or, if off the lot, then such pet shall be on a leash. Pets are the responsibility of their owners and such owner shall police and remove any and all waste left by their pets.

8. **SPEED LIMITS.** The Developer hereby reserves the right to post speed traffic signs from time to time throughout the property in order to protect the safety and well being of the Owners and their guests, and all persons shall be required to observe the posted traffic signs as they exist from time to time. Pedestrians and bike riders shall have the right of way.

9. **WELLS, SEPTIC TANKS AND SHRUBBERY.** There shall be no water wells, septic tanks constructed, drilled, established or maintained in or on any lot. Each owner must obtain written permission from the Developer to plant or remove trees, shrubs, landscaping, concrete or any other structure on any lot.

10. **SCHOOLS AND CHURCHES.** No school, church or similar institution of any kind shall be maintained or operated upon any lot.

11. **DUTIES OF DEVELOPER.** To maintain the grounds and streets, to furnish sewage disposal, lawn mowing, garbage pickup, water and recreational facilities, to pay taxes and insurance on the recreational facilities and building, and to operate and maintain such other private or public facilities from time to time as shall be determined by Developer in its sole discretion to be appropriate for the development of the Property. Any or all of these duties may be assigned by the Developer to the Corporation as hereinabove set forth in these restrictions.

12. **TRASH AND WASTE.** No trash, garbage, or refuse shall be stored on any lot except in covered receptacles. Owners must provide approved receptacles for garbage and trash and be stored in utility room. There shall be no burning of trash and no open fires, except fires in an approved grill. All open fires are prohibited.

13. Developer reserves the right to control all peddling, soliciting, selling, delivery and vehicular traffic within the subdivision.

14. **RESALE.** The Owner has the option of selling to a qualified individual, have a broker sell it for him or have the Developer's sales staff sell for him.

15. **SUBLEASING.** No subleasing of the property will be permitted, except to Lessees otherwise qualified to reside in the development.

16. **FENCING.** No fencing will be permitted except as approved by the Developer.

17. **RECREATION FACILITIES.** Use of the recreational equipment and facilities will be at users risk.

18. **VEHICLES.** No vehicles shall be parked on the grass or roadways. They shall be parked on designated spots on each lot or specified parking areas.

19. **ILLEGAL AND OTHER ACTIVITIES.** No offensive, immoral or illegal activity shall be carried on, in or about any lot, nor upon the property or any easement, facility or other improvement owned by the Developer, or on, by or in any waterways, natural or man-made, in, on or adjoining the property, nor shall any activity of any kind or nature whatsoever be carried on or permitted to exist or continue which would constitute an annoyance, a nuisance or other interference with the use of any lot or any adjacent or neighboring areas or property.

20. **CONDITION OF LOTS.** Owners shall maintain their lots in a neat, clean and orderly condition and upon failure of any owner to maintain his lot as aforesaid, the Developer reserves the right, of ten (10) days notice to such owner, to enter upon and do and perform such acts and things as shall be required to keep all lots from creating an unsightly appearance and to charge the owner for the actual cost thereof, plus fifteen (15%) percent. Any such charge shall constitute

a lien against the lot and shall be enforceable in the same manner as provided for the enforcement of Maintenance Charges under Paragraph 24 thereof, which lien shall be subordinate to the lien in favor of any lenders likewise provided in Paragraph 24 thereof.

21. ANTENNAS. All television or other antennas shall be affixed to improvements located on the lot. No freestanding antenna for any purpose shall be permitted except those erected, maintained or constructed by the Developer.

22. CONSTRUCTION OR ALTERATION OF IMPROVEMENTS. No building, structure, dwelling unit or other improvement of any kind or nature whatsoever shall be constructed, altered, remodeled, added to, modified, demolished, disassembled or located on any lot unless and until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, location, ascetic appearance, character and approximate cost thereof shall have been submitted to, and approved in writing by the Developer. The failure of the Developer to give notice of its disapproval of such plans and specifications within thirty (30) days after receipt thereof shall be deemed approval thereof. The standards of constructions of any improvements so approved shall be determined by the Developer and all such improvements shall be constructed by a duly licensed and bonded contractor approved by the Developer. All debris from construction, remodeling or alteration must be hauled or disposed of by the owner.

23. MISCELLANEOUS PROVISIONS. The following provisions shall apply to each lot:

(a) Owners shall have the right and they are encouraged to landscape their lot, but the location and arrangement of any trees, bushes and plants shall be approved in writing by the Developer as provided in Paragraph 22 above so as not to interfere with adjoining owners or common maintenance, and such trees, bushes, plants and shrubbery shall be kept and maintained in an attractive appearance at all times.

(b) All permanent owners, occupants, or tenants, of or other residents on any lot in the adult property shall be eighteen (18) years of age or older.

24. MAINTENANCE CHARGE. To finance the performance of the duties set forth in Paragraph 11 above and to assure the continued operation and maintenance of the facilities therein described, all lots shall be subject to monthly maintenance charge to be determined by the Developer. The Developer and Owner shall execute a recreational, service and maintenance agreement which shall set forth the prevailing charge for said services. The maintenance charge set forth therein is limited to the Owner named therein. In the event the Owner transfers, assigns, or in any manner conveys their interest in and to the lot, the new owners shall be obligated to pay the prevalent maintenance sum that is then in force and effect for all new owners of property in Water Wheel Village Mobile Home Park. The maintenance charge will be adjusted by the Consumer Price Index, U.S. Average of Items and Food, published by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment shall be proportional to the percentage increase or decrease in the Index from date of sale to 3 years from said date and each subsequent three year period. Each adjustment shall be in effect for the intervening three year period.

Should any governmental entity or authority establish rates for any of the duties of the Developer set forth in Paragraph 11 above, said maintenance charge contained herein shall be reduced by only the base rate established by said governmental entity or authority. Any meter required by said governmental entity or authority shall be paid for by the individual lot owners.

Maintenance Charges which are unpaid for a period of thirty (30) days shall bear interest at ten (10%) percent per annum from their due date until paid. To insure the payment of the Maintenance Charges, owners of lots hereby give and grant to the Developer a lien upon their respective lots in the amounts of all unpaid Maintenance Charges and the Developer shall have the right to enforce payment thereof by serving on the owner a notice under oath, stating the amount of all unpaid Maintenance Charges, plus interest, the name of the owner, a description of the lot and such other items as Developer shall determine. Upon the failure of the owner to pay the amount set forth in such notice within ten (10) days thereof, the Developer shall be entitled to foreclose its lien against the lot in the same manner as in the foreclosure of a mortgage under Florida Laws and all cost and expenses incurred by the Developer in enforcing said lien, including a reasonable attorney's fee and interest on the amount of unpaid Maintenance Charges, shall be paid by the owner, whether suit be brought or not. The lien created hereby shall be subject and subordinate to the lien of any mortgage executed and delivered to the Developer or to any bank, savings and loan association, insurance company, credit union or other institutional lender (herein collectively called a "lender") upon the purchase by the owner of a lot.

Developer reserves the right to enter into a Management Agreement with any person, firm or corporation to maintain and operate the streets and other portions of the subdivision in which the Developer has undertaken an obligation to maintain, and for the operation and maintenance of the recreational facilities. Developer agrees, however, that any such contractual agreement between the Developer and a Third Party shall be subject to all of the terms, covenants and conditions of this Agreement. Upon the execution of said Agreement, Developer shall be relieved of all further liability hereunder.

25. PURPOSE OF RESTRICTIONS. These Restrictions are being adopted, and recorded so as:

- (a) To insure the proper use, development and improvement of each lot and to protect owners of lots against any uses of surrounding sites which might depreciate the value of their lot;
- (b) To preserve, as far as practicable, the natural beauty of the property;
- (c) To guard against the use of poorly maintained or designated lot improvements;
- (d) To prevent the haphazard and inharmonious improvements of lots, the recreational areas and other facilities;
- (e) To assure that all lots will be furnished with and served by utilities and other essential facilities; and
- (f) To provide for the utilization and maintenance of a uniformly high quality of improvements upon the property and thereby enhance the value of investments made by purchasers of lots within the property.

26. RULES AND REGULATIONS. The Developer does hereby specifically reserve unto itself, as Developer, and its successors and assignees, the right to make reasonable rules and regulations for the maintenance, operations, use, possession and enjoyment of the property, the recreational area and facilities and each lot located on the property. It shall not be necessary for such rules and regulations to be recorded in the Public Records of Sumter County, Florida, and the same shall be enforceable against and binding upon each owner. Such rules and regulations as they exist from time to time shall be posted at or near Developer's main administrative building and may be altered, amended, modified, supplemented or superseded by the Developer at any time within sixty (60) days notice to the owner.

27. ENFORCEABILITY. These Restrictions shall be covenants running with the land and, in the event of the violation of any provision thereof or in the event of the violation of any of the rules or regulations pursuant hereto, the Developer or any owner may bring an action at law or in equity to enforce compliance herewith and, if the party bringing such proceeding shall prevail, the losing party shall be liable for all costs and expenses, including a reasonable attorney's fee incurred by the prevailing party.

28. LIMITATION OF LIABILITY. The Developer shall not be liable or responsible for any loss, damage or injury to persons or property, whether caused by fire, theft, accident or any other cause whatsoever occurring in or upon the property or any part thereof, including, without limitation, any street, road, easement, recreational facility or any other improvement of any nature located on the property, and the owner of each lot, upon the acquisition thereof, hereby agrees to indemnify and save harmless the Developer against and in respect of all liabilities of any nature arising out of the use of the property or any portion thereof and any act or thing done or performed by such owner in and about the use and occupancy of any lot or the recreational and common facilities on the property.

29. INVALIDITY. If any of these restrictions or if any clause, sentence, section or other provision hereof or if the application hereof to any person or circumstance shall be declared invalid or unenforceable, the remainder of Restrictions, or the application thereof to any person or circumstance other than those as to which it is held invalid, shall not be affected thereby.

30. TERMS. These Restrictions shall become effective on July 1, 1980, and shall expire on December 31, 2000, provided, however, that the same shall be deemed automatically extended for successive ten (10) year period unless terminated by an instrument in writing, executed by the Developer of the lots on the property and recorded in the public records of Sumter County, Florida, prior to December 31, 2000, or prior to the expiration of any extended term hereof, as the case may be.

31. AMENDMENT. The Developer hereby reserves the right to amend, modify, alter or change these Restrictions or any provision hereof; provided, however, that an instrument of such effect, executed in the manner provided by law, is recorded among the public records of Sumter County, Florida.

IN WITNESS WHEREOF, Englewood Investments, Limited, has executed these Restrictions, this 1st day of July, 1980.

WITNESSES:

ENGLEWOOD INVESTMENTS, LIMITED,
d/b/a Water Wheel Village

Burtha H. Conway
Carol J. Hall

By H. C. Loadman, Jr.
General Partner#

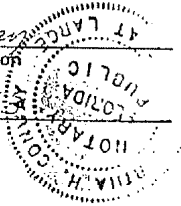
STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared H. C. LOADMAN, JR. and and to me known to be the General Partners of Englewood Investments, Limited, and who executed the foregoing Declaration of Restrictions and they acknowledged before

me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid
this 1st day of July, 1980.

Burtha H. Conway
NOTARY PUBLIC. My commission
expires: Sept. 7, 1983



UNOFFICIAL
DOCUMENT

The undersigned hereby join in and acknowledge receipt of a copy of the foregoing Declaration of Restrictions.

Signed, sealed and delivered in the presence of:

Burtha H. Conway As to Lot 5, Blk. F Chester O. Macke (Seal)
Carol J. Hall Eileen J. Macke (Seal)
 Chester O. Macke
 Eileen J. Macke

STATE OF FLORIDA:
 COUNTY OF LAKE :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CHESTER O. MACKE and EILEEN J. MACKE, his wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes described therein.

WITNESS my hand and official Seal in the State and County aforesaid this 1st day of July, A. D. 1980.

Burt
 NOTARY I
 Expires: Sept. 7, 1981

The undersigned hereby join in and acknowledge receipt of a copy of the foregoing Declaration of Restrictions.

Signed, Sealed and Delivered in the presence of:

Burtha H. Conway As to Lot 5, Blk. E Albert Wessendorf (Seal)
Carol J. Hall Virgil Wessendorf (Seal)
 Albert Wessendorf
 Virgil Wessendorf

STATE OF FLORIDA:
 COUNTY OF LAKE :

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 Albert Wessendorf and Virgil Wessendorf to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes expressed therein.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of July, A. D. 1980.

Burtha H.
 NOTARY PUBLIC - Virgil Wessendorf
 Expires: Sept. 7, 1981

referenced case, dated July 1, 1986, Alan Smolen as receiver was specifically authorized to amend the above-referenced restrictions on behalf of the owner. Said order authorized the receiver to amend the maintenance fee provisions of said restrictions in accordance with the rulings of the court on the maintenance fee issue.

NOW, THEREFORE, in light of the foregoing, the restrictions recorded in Official Records Book 234, page 214, Public Records of Sumter County, Florida, are hereby amended as follows:

1. Paragraph 11 of Article III of the restrictions recorded in Official Records Book 234, page 214, Public Records of Sumter County, Florida, is replaced and superseded with the following provisions:

The owner of the park shall provide the following services: to maintain the streets, to furnish sewage disposal and maintenance of the sewer plant and lines, lawn mowing of the common areas, landscaping of the common areas, lighting for the common areas, garbage pick up, water and maintenance of the water plant and lines, T.V. tower, head end equipment, cable lines, recreational facilities (including club house with equipment and furnishings inside, two pools, jacuzzi, pool locker facility, tennis courts, arts and crafts building, lake area dock, barbecue, and benches) payment of taxes and insurance relating to the recreational facilities and their operation, and payment of expenses for legal services, accounting services, and the employment of a park manager and maintenance personnel.

2. Paragraph 24 of Article III of the restrictions recorded in Official Records Book 234, page 214, Public Records of Sumter County, Florida, is replaced and superseded with the following provisions:

To finance the performance of the duties set forth in paragraph 11 above (as revised in this amendment) and to assure the continued operation and maintenance of the facilities

described above, all lots within the subject property shall be subject to a monthly maintenance charge as described herein. Effective July 1, 1986, and for each month thereafter until the monthly maintenance fee is amended as provided for herein, the monthly maintenance fee shall be \$65.00 per lot within the subject property. Each lot owner shall pay said fee to the owner, or the owner's duly authorized representative, on or before the first day of each month.

The monthly maintenance fee shall be adjusted annually based upon actual increases or decreases in the expenses incurred in providing the services and maintaining the facilities described above, plus a reasonable profit margin not to exceed ten (10%) percent of the fair market value of the facilities operated and maintained by the owner on behalf of the owners of lots within the subject property. Adjustments to the monthly maintenance fee shall become effective on July 1 of each year, and the owner shall notify lot owners at least thirty (30) days prior to July 1 of any adjustments in the monthly maintenance fee.

The due date for monthly maintenance fees is the first day of each month. A five dollar (\$5.00) late charge shall be due and payable by the lot owner for each month in which the maintenance fee is not received by the owner on or before the 10th day of the month. Additionally, the owner shall have a lien against each lot and all improvements thereon for any unpaid maintenance fees related to such lot, together with interest thereon at the legal rate from the due date, and reasonable attorney's fees incurred by reason of the nonpayment thereof. The owner shall be entitled to foreclose its lien against the lot in the same manner as in the foreclosure of a mortgage under Florida law, and costs and expenses incurred by the owner in enforcing said lien, including a reasonable attorney's fee and interest on the amount unpaid from the due date, shall be paid by

the lot owner, whether suit be brought or not.

3. Except as modified by this amendment, the restrictions recorded in Official Records Book 234 page 214, Public Records of Sumter County, Florida, shall remain in full force and effect.

IN WITNESS WHEREOF, Alan Smolen, the court-appointed receiver for Heritage Wood 'N Lake Estates, Inc., has executed this amendment to declaration of restrictions, this 7th day of ~~July~~ ^{August}, 1986.

WITNESSES:

HERITAGE WOOD 'N LAKE ESTATES, INC.,
a Florida corporation

Judy L. Slagge
Raven R. Merriam

By: Alan Smolen
Alan Smolen, court-appointed
receiver in Case No. 84-66-CA

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, personally appeared Alan Smolen, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and seal this 7th day of ~~July~~ ^{August}, 1986.

Judy L. Slagge
Notary Public
My Commission Expires

Notary Public
My Commission
Banded By

OFF. REC. 355 PAGE 111

In the Circuit Court of the FIFTH
The State of Florida, In and for

Judicial Circuit Of
SUMTER County.

GENERAL CIVIL DIVISION

SUNSHINE STATE SERVICE

CORPORATION, et al.,

Plaintiff

DOVE INVESTMENTS OF HILLSBOROUGH
COUNTY, INC., et al.,

Defendants

CASE No. 84-66-CA

FLA. BAR NO. 220973

FILED AND RECORDED IN
PUBLIC RECORDS OF
SUMTER COUNTY, FLA.
RECORD VERIFIED
OCT 27 1 07 PM '87
BERNARD R. SHELNUIT, JR.
CLERK OF CIRCUIT COURT
BY: *[Signature]*
D.C.

206391

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
OCT 27 1987
PB 10530
999.00

Certificate of Title

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
OCT 27 1987
PB 10530
999.00

The undersigned clerk of the court certifies that he executed and filed a certificate of sale in this action on October 7, 1987 for the property described herein and that no objection to the sale have been filed within the time allowed for filing objections.

The following property in Sumter County, Florida:

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
OCT 27 1987
PB 10530
999.00

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
OCT 27 1987
PB 10530
999.00

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
OCT 27 1987
PB 10530
999.00

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
OCT 27 1987
PB 10530
999.00

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
OCT 27 1987
PB 10530
999.00

was sold to Sunshine State Service Corporation, P.O. Box 30180,
Tampa, FL 33630

for \$2,800,000.00 (Two million Eight hundred thousand dollars and 00/100)
WITNESS my hand and the seal of the court on October 27

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
OCT 27 1987
PB 10530
999.00
BERNARD R. SHELNUIT, JR.
Clerk Circuit Court

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
OCT 27 1987
PB 10530
999.00

By *[Signature]*
Deputy Clerk

THIS INSTRUMENT PREPARED

NAME MARSHA G. RYDBERG
TAUB & WILLIAMS
ADDRESS Post Office Box 3430
Tampa, FL 33601
(813) 228-8000

EXHIBIT "N"

EXHIBIT "A"

LEGAL DESCRIPTION

That part of the West 1/2 of the West 1/2, Section 16, Township 19 South, Range 23 East, lying South of State Road No. 44; and the NW 1/4 of the NW 1/4 of Section 21, Township 19 South, Range 23 East; and the West 1/2 of the NE 1/4 of the NW 1/4, Section 21, Township 19 South, Range 23 East; and the North 1/2 of the SE 1/4 of the NW 1/4, Section 21, Township 19 South, Range 23 East; and the East 1,000 feet of the North 1/2 of the SW 1/4 of the NW 1/4, Section 21, Township 19 South, Range 23 East all lying and being in Sumter County, Florida. Less and except the following lots in Water Wheel Adult Mobile Home Community and R.V. Park, Unit No. 1, as per plat thereof recorded in Plat Book 4, at Page 40, of the Public Records of Sumter County, Florida:

Block D - Lots 10, 11, 13, 14, 16,

Block E - Lots 1, 2, 3, 4, 5, 6, 10, 12, 13, 14, 15, 16

Block F - Lots 1, 3, 4, 5, 6, ⁷8, 9, 10

and also less and except the following lots in Hearty Host Lake Resort as per plat
therefore recorded in Plat Book 3, at Pages 57 and 57-A, of the Public Records of Sumter
County, Florida:

Block A - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, ~~12~~, 13, 14, and Tract B

Block B - Lots 1, 2, 3, 5, 6, 7, 9, 10, 11, the Southeast one-half 1/2 of Lot 14,
15

Block C - Lots 1, 2, 3, 4, ~~5~~, 6, 7, 8, 9, 11

Block D - Lots 1, 2, 4, 6, 7, 9

Together with the following tangible personal property:

That certain mortgage executed by Josephine Winner to Heritage Wood 'N Lake Estates, Inc. encumbering Lot 3, of Block A of Hearty Host Lake Resort, recorded in Official Records Book 276, at Page 654 of the Public Records of Sumter County, Florida.

~~That certain mortgage from Donald C. Varkett and Marguerite A. Varkett, his wife, to Heritage Wood 'N Lake Estates, Inc. encumbering Lot 1 of Block B of Hearty Host Lake Resort, recorded in Official Records Book 283, at Page 612 of the Public Records of Sumter County, Florida.~~

That certain mortgage executed by Walter R. Binkley and Betty L. Binkley, his wife, to Heritage Wood 'N Lake Estates, Inc. encumbering Lot 13 of Block A of Hearty Host Lake Resort, recorded in Official Records Book 283, at Page 720 of the Public Records of Sumter County, Florida.

~~That certain mortgage executed by John Wright and Margaret Wright, his wife, to Heritage Wood 'N Lake Estates, Inc. encumbering Lot 14, Block A of Hearty Host Lake Resort, recorded in Official Records Book 277, at Page 554 of the Public Records of Sumter County, Florida.~~

Together with all property of the Dove Investments of Hillsborough County Inc., Heritage Wood 'N Lake Estates, Inc., C.L.M. Utilities, Inc. and Foremost Services, Inc. tangible and intangible, real and personal, including but not limited to all cash, checks, instruments, deposits, accounts, claims, causes of action, accounts receivable, refunds, receipts and notes.

Together with the following items of personal property:

LOT H-12

Living Room: 1 couch
2 chairs
1 coffee table
3 tables (end tables), 2 lamps

Dining Room: 1 table
4 chairs

Kitchen: Dishes, pans, toaster, silverware

Master Room: Twin beds
1 night stand
1 double dresser with mirror
2 lamps
2 blankets, 2 mattress pads, 2 blankets, 2 bedspreads,
1 set of sheets

Small Bedroom: 1 double bed
1 double dresser with mirror
1 chest of drawers
1 night stand with lamp
1 blanket, 1 bedspread, 1 set of sheets, 1 mattress pad

LOT B-8

Living Room: 1 couch
1 chair
1 small chair
3 end tables
2 lamps
1 coffee table

Dining Room: 1 table
4 chairs

Kitchen: Dishes, pans, silverware, toaster

Master Room: 1 queen bed
1 double dresser with mirror
1 night stand with lamp

Small Bedroom: 1 double bed
1 chest
1 nightstand with lamp

Bath Rooms: Set up for two.

LOT 13-B

Florida Room: 1 couch
1 chair
2 end tables with lamps
TV table
1 coffee table

Living Room: 1 love seat
3 tables
1 long table
2 lamps
1 coffee table

Dining Room: 1 table
4 chairs

Kitchen: Dishes, pans, silverware, toaster

Master Rooms: Twin beds
1 night stand with lamp
1 double dresser with mirror
2 blankets, 2 bedspreads, 1 set of sheets,
2 mattress pads

Small Bedroom: 1 double bed
1 chest
1 nightstand with lamp
1 blanket, 1 bedspread, 1 set of sheets, 1 mattress pad

Bath Rooms: Set up for two

LOT B-17

Living Rooms: 1 couch
1 love seat
1 chair
2 end tables with lamps
1 coffee table

Dining Rooms: 1 table
4 chairs

Kitchen: Dishes, pans, silverware, toaster

Master Room: 1 queen size bed
2 night stands with 1 lamp
1 double dresser
1 blanket, 1 bedspread, 1 set of sheets, mattress pad

Small Bedroom: 1 double bed
1 chest
1 night stand with lamp
1 blanket, 1 set of sheets, mattress pad, 1 bedspread

Bath Rooms: Set up for two

LOT B-20

Living Rooms: 1 couch
1 chair
1 long table, 2 end tables with lamps, 1 round table

Dining Rooms: 1 chair
1 end table with lamp
1 table
4 chairs

Kitchen: Dishes, pans, toaster, silverware

Master Rooms: 1 double bed
2 end tables with lamps
1 double dresser with mirror
1 chest

Bath Rooms: Set up for two

LOT B-18

Florida Rooms: 1 couch
2 lounge chairs with ottoman
1 small chair
1 small coffee chair ?
2 end tables with 2 lamps

Living Room: 1 couch
1 chair
2 tables with lamps
2 coffee tables
1 long table

Kitchen: Dishes, pans, silverware, toaster

Master Room: Twin beds
1 double dresser with mirror
1 chest
1 nightstand with lamp
2 bedspreads, 2 blankets, 2 mattress pads, 1 set of sheets

Small Bedroom: 1 double bed
1 chest
1 nightstand with lamp
1 blanket, 1 bedspread, 1 set of sheets, 1 mattress pad

Bath Rooms: Set up for two

LOT C-5

Living Room: 1 couch
1 chair
2 end tables with lamps
1 round table
1 coffee table

Dining Room: 1 table
4 chairs

Master Room: Twin beds
1 nightstand with lamp
1 double dresser with mirror

Small Bedroom: 1 double bed
1 chest
1 nightstand with lamp

LOT C-10

Florida Room: 1 couch
1 chair
1 end table with lamp
1 tray/lamp
1 long table

Dining Room: 1 couch
1 love seat
2 end tables with lamps
TV table
1 wing chair

Master Room: Twin beds
2 nightstands with lamps
1 double dresser

Small Bedroom: 1 double bed
1 nightstand with lamp
1 chest

Kitchens: Dishes, pans, toaster, silverware

LOT D-3

Living Room: 1 couch
1 love seat
3 end tables
2 lamps
1 round table
1 coffee table

Dining Room: 1 table
4 chairs

Kitchen: Dishes, pans, silverware, toaster

Master Room: 1 queen bed
2 end tables
1 double dresser
1 chest
2 lamps

Small Bedroom: 1 double bed
1 night-table with lamp
1 chest

Bath Rooms: Set up for two - 2 small rugs

General: 2 blankets, 2 bedspreads, 2 mattress pads,
4 pillows, 2 sets of sheets

LOT D-8

Living Room/
Dining Room: 1 couch
2 chairs
2 end tables
1 lamp
1 tray/lamp
1 table
4 chairs

Front Bedroom: 1 double bed
1 chest
1 blanket
1 set of sheets
1 mattress pad
1 bedspread
2 pillows

Back Bedroom: 1 double bed
1 double dresser
1 nightstand with lamp
1 blanket
1 set of sheets
1 mattress pad
1 bedspread
2 pillows

LOT D-12

Living Room: 1 couch
2 chairs
3 end tables
3 lamps
1 coffee table
1 round table

Dining Room: 1 table
4 chairs

Kitchen: 1 table
3 chairs
Dishes, pans, silverware, toaster

Master Room: Twin beds
1 nightstand
1 double dresser
1 chest
2 blankets, 2 mattresses, 1 set of sheets, 2 pillows,
2 bedspreads

Small Bedroom: 1 double bed
1 nightstand
1 chest
1 blanket, 1 set of sheets, 1 mattress pad, 2 pillows, 1 bedspread

LOT D-15

Living Room: 1 couch
1 chair
3 end tables
1 long table
2 lamps
1 coffee table

Kitchen: Dishes, pans, silverware, toaster
1 table
4 chairs

Master Room: Twin beds
1 night table
1 double dresser with mirror
2 lamps
2 blankets, 2 mattress pads, 2 bedspreads, 1 set of sheets

Small Bedroom: 1 double bed
1 chest
1 nightstand with lamp
1 blanket, 1 mattress pad, 1 bedspread, 1 set of sheets

LOT E-7

Living Room: 1 couch
1 chair
1 wing chair
3 end tables
1 coffee table
2 lamps
1 tray/lamp

Dining Room: 1 table
4 chairs

Master Room: Twin bed
1 double dresser with mirror
1 chest
1 nightstand with lamp
2 blankets, 2 mattresses, 2 bedspreads, 1 set of sheets

Small Bedroom: 1 double bed
1 chest
1 nightstand with lamp
1 blanket, 1 mattress, 1 bedspread, 1 set of sheets

LOT E-8

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Florida Room: 1 couch
1 love seat
3 end tables
2 lamps
1 coffee table

Living Room: 1 couch
2 chairs
2 end tables
1 coffee table
2 lamps

Dining Room: 1 table
4 chairs

Kitchen: Dishes, pans, silverware, toaster
1 table
2 chairs

Master Room: Twin beds
1 double dresser
1 night stand
1 lamp
2 blankets, 2 mattress pads, 1 set of sheets, 2 bedspreads,
2 pillows

Small Bedroom: 1 double bed
1 chest
1 nightstand
1 lamp
1 blanket, 1 mattress, 1 set of sheets, 1 bedspread,
2 pillows

Year of Const.	Manufacturer	Length/ Width	Lot #	Serial Number	Rentals
1983	Suncoaster	24x48	A-12	S83041 A-B	X
1983	Nobility	24x40	B-8	N2-2259 A-B	X
1983	Palm Harbor	24x40	B-13	PH18115 A-B	X
1983	Jacobson	24x56	B-16	31-6860 A-B	
1983	Jacobson	24x48	B-17	3C 6861 A-B	X
1983	Palm Harbor	24x52	B-18	PH-08393 A-B	X
1983	Nobility	24x56	B-19	N22712 A-B	
1983	Trade Winds	28x36	B-20	TW6139 A-B	X
1983	Palm Harbor	24x40	C-5	PH06482 A-B	X
1983	Palm Harbor	24x58	C-10	PH06197 A-B	X
1983	Palm Harbor	28x48	D-3	PH17905 A-B	X
1983	Nobility	24x56	D-5	N2-2710 A-B	
1983	Commodore	14x45	D-8	E63423	X
1983	Sun Coaster	24x48	D-15	83045 A-B	X
1983	Palm Harbor	24x40	E-7	PH06233 A-B	X
1983	Barrington	24x84	E-8	332719 A-B	X
1983	Nobility	28x52	A-10	N11800 A-B	X
1983	Commodore	24x56	C-1	EG3425 A-B	
1983	Palm Harbor	28x52	C-3	PH06153 A-B	
1983	Tradewinds	28x54	C-10	TW6138 A-B	
1983	Tradewinds	28x80	D-29	TW6140 A-B	
1983	Gurrdon	24x60	Svc/Ctr	09817633 A-B	
1983	SunCoaster	24x54	D-12	83005 A-B	X

UNOFFICIAL
DOCUMENT

FRONT OFFICES

OFF. 355 PAGE 121
REC.

#1 Office:

- 7 - 7 brown lounge chairs
- 8 - brown wood desk
- 9 - 5 line telephone
- 10 - conference table
- 11 - speaker
- 12 - shelf unit
- 13 - 8 pictures
- 14 - bulletin board
- 15 - desk chair
- 16 - battery operated clock
- 17 - 3 fake plants
- 18 - basket with fake decor flowers
- 19 - waste basket
- 20 - wall picture of area map of Heritage

Halls:

- 21 - picture
- 22 - picture

#2 Office:

- 23 - desk
- 24-26 - 3 dark brown lounge chairs
- 27 - 2 drawer file cabinet
- 28 - wall table
- 29 - cabinet
- 30 - 5 line telephone
- 31 - adding machine
- 32 - waste basket
- 33 - typewriter
- 34 - wall rack

#3 Office:

- 37 - desk
- 38&40 - secretarial chair
- 39 - desk
- 41 - dark brown lounge chair
- 42 - 2 drawer filing cabinet
- 43 - typewriter
- 44 - letter & stationary holder
- 45-48 - pictures

#4 Office:

- 49 - desk
- 50-52 - 3 desk chairs
- 53 - large desk chair
- 54-58 - pictures
- 59 - end table
- 60 - 5 line telephone
- 61 - wall cabinet

#5 Reception Area:

- 62 stand up cabinet of area map of Heritage
- 63 through 71 pictures
- 72 - desk chair
- 73 - stereo cabinet with tuner
- 74 - speaker
- 75 - desk chair
- 76 - green couch
- 77 - green chair
- 78 - coffee table
- 79-81 - end tables
- 184 - lamp

#6 Office:

- 82 - round table
- 83-89 - chairs (black)
- 90 - white desk
- 91 - radar range
- 92 - small refrigerator
- 93 - brown cabinet

#7 Office:

94 - T.V.
95 - 4 drawer filing cabinet
96 - desk
97-101 - chairs
102 - typewriter
103 - 5 line telephone
104 - dictating machine
105 - telephone table
106 - side cabinet to desk
107 - wall picture of area map of Heritage
108 - bulletin board

#8 Store Room:

109-110 - copy machines
111 - wall unit
112 - corner shelves
113 - bunge chair
114-115 - dining room chairs
116 - 9 drawer dresser
117-122 - mattresses & box springs
123 - boxed headboard
124-138 - boxed mirrors
139 - T.V.
140-147 - headboard
148-150 - table leafs
151 - podium stand
152 - T.V. stand
153-156 - mattresses & box springs
157 - boxed end table (#421)?
158 - boxed couch table (#424)?
159 - boxed coffee table
160-161 - boxed dressers
162-163 - night stands

#9 Office:

164 - desk
165 - 3 drawer chest with mirror
166-169 - chairs
170 - T.V. stand
- closet full of decor items

#10 Office

171 - 53 pictures
172 - 13 lamps
173 - disassembles ceiling fan
174 - mirror
175 - refrigerator
176 - chair
177 - 16 pillows
178 - 1 queen bed
179 - 11 bedspreads
180 - telemarketing booths
181 - telemarketing booths
182 - telemarketing booths
183 - water fountain

REC HALL

#1 Office:

184-193 - stock chairs
194 - conference table
195 - wall cabinet with 3 drawers

#2 Reception Area:

196-197 - end tables
198-199 - chairs
200-201 - lamps
202-203 - couches
204-206 - advertising stands
207 - table top with area map of Heritage
208 - water fountain (drinking)

#3 Office: 209 - desk
210 - T.V.
211-214 - chairs
215-216 - end tables
217 - 4 drawer file cabinet

#4 Office: 218-220 - chairs
221 - coffee table

#5 Rec Lounge: 222 - brown stack chairs (22)
223-227 - round card tables (5)
- pool table
228 - chairs (at back) (4)
229-237 - end tables
238-241 - coffee tables
242-245 - couches
246-247 - loveseats
248-249 - lamps
250-255 - lounge chairs
256 - television
257 - coffee maker

#6 Kitchen: 258 - electric griddle
259 - gas stove
260-261 - electric ovens
262-263 - dishwashers
264-265 - refrigerators
266 - freezer

#7 Pantry: 267 - 4 coffee makers
268 - electric broiler
269 - service cart
270 - hot buffet servers
271 - electric cooker

#8 Soundroom: 272 - equalizer and amplifier
273 - amplifier and tuner
274 - tape deck
275 - turntable
276 - turntable
277-278 - microphones

#9 Big Hall: 279 - Bingo machine and board
280 - piano
281 - stack chairs (344)
282 - tables (32)
283 - 10' ladder
284 - small end table
285 - tennis ball machine
286 - tennis balls and 4 rackets
287 - 2 sets of croquet games
288 - 4 pool stair poles
289 - shuffle board sticks
290 - 28 lounge pool chairs
291 - 4 outside pool tables
292 - pool table top cover
293 - table top for serving

#10 Ceramic Shop: 294 - molds, shelves, kiln, slush box

#11 Storage Room: 295 - wood for saunas and trim for homes

#12 Wood Shop: 296 - radial arm saw
297 - table saw

#13 Equipment:

Ford 8N tractor
David Brown tractor, ser - 888011
Massey Ferguson tractor JGF - 305-493
John Deere JD410 backhoe, ser - 302252T
Ford dump truck, ser - F8ODVZ00927
2 Chevrolet 1/2-ton pickup trucks - used 1967 - no titles
1 bush hog
1 pull mower
2 grader blades
2 300-gallon gas tanks
1 50-gallon gas tank
1 spreader (for tractor)
1 rake (for tractor)
1 fogger
2 1-axle trailers
1 post hole digger for tractor
1 Yazoo riding mower - 715751
1 Dayton riding mower - 16HR-41-018-4238
1 Sears push mower
1 mower trailer
1 electric air compressor with hose
2 4-seater golf carts with chargers
5 heat pumps
1 2-axle trailer
1 plow
1 steam cleaner
2 acetelene tanks
1 refrigerator
1 Lincoln welder (225 amp)
1 Dodge Volare wagon
1 Plymouth wagon
1 disk
1 gill pulverisor
8 picnic tables
5 grills
2 picnic benches
14 12"x25'x18' metal culverts
1 18"x20' metal culverts
15 concrete poles
1 Luzu I-Mark

Return to: (enclose self-addressed stamped envelope)

Name: Pamela L. Hughes
Giles, Hedrick & Robinson, P.A.
Address: 390 N. Orange Ave., Suite 800
Orlando, Florida 32801

QUIT-CLAIM DEED
FROM CORPORATION

RAMCO FORM 42

OFF. REC. 426 PAGE 461

This Instrument Prepared by: THIS INSTRUMENT WAS PREPARED BY:
STEPHEN F. BROOME
GILES, HEDRICK & ROBINSON, P.A.
Attorneys and Counsellors at Law
390 N. Orange Ave., Suite 800
Orlando, FL 32801

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit-Claim Deed, Executed this day of April, A.D. 1991, by
Sunshine State Service Corporation

a corporation existing under the laws of the State of Florida, and having its principal place of
business at P.O. Box 20587, Tampa, Florida 33622-0587
first party, to

EGR Enterprises, Inc., a Florida corporation

whose postoffice address is 8701 Banyan Court, Tamarac, Florida 33321

second party:

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

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being
in the County of Sumter State of Florida, to wit:

See Exhibit "A" attached hereto and by this reference
made a part hereof.

Documentary Stamps

Intangible Tax

PAID

day of April, 1991

BERNARD R. SHEPHERD, JR., CLERK
CLERK OF CIRCUIT COURT, FLORIDA

BY: *[Signature]*

APR 8 2 45 PM '91

FILED AND RECORDED IN
PUBLIC RECORDS OF
SUMTER COUNTY, FLA.
RECORD VERIFIED

236891

To Have and to Hold

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

In Witness Whereof

the said first party has caused these pres-
ents to be executed in its name, and its corporate seal to be hereunto affixed,
by its proper officers thereunto duly authorized, the day and year first above
written.

(CORPORATE SEAL)

ATTEST

SUNSHINE STATE SERVICE CORPORATION,
a Florida corporation

Signed, sealed and delivered in the presence of:

Clair L. M. Bain

By: *[Signature]*
Jimmy R. Caldwell President

[Signature]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

known to me to be the

President

XXXXXX of the corporation named as grantor

in the foregoing deed, and that XXXXXX acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily
under authority duly vested in him 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 day of April, A.D. 1991

Notary Public
State of Florida at Large
My Commission Expires
January 23, 1994

Notary Public

EXHIBIT "O"

That part of the West 1/2 of the West 1/2, Section 16, Township 19 South, Range 23 East, lying South of State Road 44; and the Northwest 1/4 of the Northwest 1/4, Section 21, Township 19 South, Range 23 East, and the West 1/2 of the Northeast 1/4 of the Northwest 1/4, Section 21, Township 19 South, Range 23 East, and the North 1/2 of the Southeast 1/4 of the Northwest 1/4, Section 21, Township 19 South, Range 23 East; and the East 1,000 feet of the North 1/2 of the Southwest 1/4 of the Northwest 1/4, Section 21, Township 19 South, Range 23 East, all lying and being in Sumter County, Florida, LESS AND EXCEPT THE FOLLOWING:

BLOCK A, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14 and TRACT B;

BLOCK B, LOTS 1, 2, 3, 5, 6, 7, 9, 10, 11, 12, 13 and the Southeasterly 1/2 of Lot 14, and Lots 15, 17 and 18;

BLOCK C, That part of Lot 5, described as follows:

Beginning at the Southwest corner of said Lot 5, thence South 71°57'40" East 103.02 feet to an intersection with the East boundary of said Lot, said point being on a non-tangent curve concave to the Southeast and having a radius of 60.00 feet and to which point a radial bears North 49°02'03" West, thence Southwesterly along and with said curve and said East boundary, a chord bearing a distance of South 33°42'08" West, 15.17 feet to the Southeast corner of said Lot, thence North 63°33'40" West along the South boundary of said Lot 100 feet to the POINT OF BEGINNING, AND LOTS 1, 2, 3, 4, 6, 7, 8, 9, 10 and 11;

BLOCK D, LOTS 1, 2, 4, 6, 7 and 9, all according to HEARTY HOST LAKE RESORT SUBDIVISION, according to the plat thereof as recorded in Plat Book 3, Pages 57 and 57A, of the Public Records of Sumter County, Florida.

ALSO LESS AND EXCEPT:

BLOCK D, LOTS 10, 11, 12, 13, 14, 15, 16 and 17;

BLOCK E, LOTS 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15 and 16;

BLOCK F, LOTS 1, 2, 3, 4, 5, 6, 7 and 8, AND that part of Lots 9 and 10 in Block F, of WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK, UNIT NO. 1, according to the plat thereof recorded in Plat Book 4, Page 40, of the Public Records of Sumter County, Florida, together with a part of the East 1/2 of the Northwest 1/4 of the Southwest 1/4 of SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, described as follows: From the Northwest corner of said LOT 9, run North 89°38'01" East a distance of 120.44 feet, thence South 00°03'32" East a distance of 145.00 feet, thence South 89°38'01" West a distance of 60.44 feet, thence North 00°03'32" West a distance of 117.50 feet, thence South 89°38'01" West a distance of 60.00 feet, thence North 0°03'40" West a distance of 27.5 feet to the POINT OF BEGINNING.

ALL according to the Plat of WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK, UNIT NO. 1, as recorded in Plat Book 4, Page 40, of the Public Records of Sumter County, Florida.

ALSO LESS AND EXCEPT THE FOLLOWING:

BLOCK C, LOT 19:

According to the plat of HERITAGE WOOD 'N LAKES ESTATES, as recorded in Plat Book 4, Pages 61 and 61A, of the Public Records of Sumter County, Florida.

ALSO LESS AND EXCEPT THE FOLLOWING:

BLOCK A, LOTS 4, 5 AND 6:

According to the plat of HEARTY HOST LAKE RESORT, UNIT NO. 2, according to the plat thereof as recorded in Plat Book 4, Pages 62 and 62A, of the Public Records of Sumter County, Florida.

AND LESS AND EXCEPT THE FOLLOWING:

BLOCK A, LOT 1;

According to the plat of WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK, UNIT NO. 2, as recorded in Plat Book 4, Pages 63 and 63A, of the Public Records of Sumter County, Florida.

UNOFFICIAL
DOCUMENT

17.00
2.50 T.F.
17,440.50 D.S.
17,460.00

Documentary Stamps
17,440.50
17,460.00
10 23
TAMM, CLERK
COUNTY, FLORIDA
D.C.

REC. 502 PAGE 105

4

Warranty Deed

This Indenture is made this 30th day of November, 1993, between E.G.R. ENTERPRISES, INC., a Florida corporation, Grantor, c/o Eileen G. Rogow, 8116 Hibiscus Circle, Tamarac, FL 33321, and LHTW PROPERTIES, INC., a Nevada Corporation, Grantee, 795-885 Duns-muir Street, Vancouver, British Columbia, CANADA V6C 1N5, which grantee's tax identification number is [REDACTED].

Witnesseth:

That said Grantor, for and in consideration of the sum of One Hundred Dollars and other good and valuable consideration to said Grantor in hand paid by said Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold to said Grantee and Grantee's successors and assigns forever, the following-described land, situate, lying and being in Sumter County, Florida to wit:

the NE¼ of the SW¼ and the S½ of the NW¼ of the SW¼ and the N½ of the NW¼ of the SW¼, less 5 acres off the West end thereof; and also a tract of land commencing 120 yards East of the SW corner of the SW¼ of the NW¼ of §21 and running thence East to shore of Lake Okahumpka, thence Northerly along that shore to what was formerly J.M. Wilhelm's landline, or the East and West centerline of the SE¼ of the NW¼ of §21, thence West to a point 120 yards East of the West line of §21, thence South 220 yards to the Point of Beginning, being a part of the SE¼ of the NW¼, all in §21, Township 19 South, Range 23 East, Sumter County, Florida; LESS that part lying Southwesterly of the Northeasterly Right-of-Way line of the Florida Sunshine State Parkway;

PLUS that part of the W½ of the W¼, §16, Township 19 South, Range 23 East, lying South of State Road 44; and the NW¼ of the NW¼, §21, Township 19 South, Range 23 East, and the W½ of the NE¼ of the NW¼, §21, Township 19 South, Range 23 East, and the N½ of the SE¼ of the NW¼, §21, Township 19 South, Range 23 East, and the East 1,000 feet of the N½ of the SW¼ of the NW¼, §21, Township 19 South, Range 23 East, Sumter County, Florida;

LESS following portions of HEARTY HOST LAKE RESORT SUB-DIVISION, Plat Book 3, pages 57-57A, Public Records of Sumter County, Fla.:

Block A, Lots 1-14 and TRACT B; Block B, Lots 1-3, 5-7, 9-10, 12-13, the Southeasterly ½ of 14, 15, 17-20; Block C, Lots 1-4, 6-11, and following part of Lot 5: Begin at the SW corner of Lot 5, thence S 71°57'40" E 103.02 feet to the intersection with the East boundary of Lot 5, said point being on a non-tangent 60.00 foot radius curve concave to the Southeast, to which point a radial bears N 49°02'03" W, thence Southwesterly along and with said curve and said East boundary, a chord bearing a distance of S 33°42'08" W, 15.17 feet to the Southeast corner of Lot 5, thence N 63°33'40" W along the South boundary of Lot 5, 100 feet to the Point of Beginning; Block D, Lots 1-9;

AND LESS following portions of WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK, UNIT NO. 1, Plat Book 4, page 40, Public Records of Sumter County, Fla.:

Block D, Lots 10-17; Block E, Lots 1-8, 10-16; Block F, Lots 1-8; the following part of Lots 9-10, Block F, and following part of the E½ of the NW¼ of the SW¼ of §16: from the NW corner of Lot 9, run N 89°38'01" E 120.44', thence S 00°03'32"E 145.00 feet, thence S 89°38'01" W 60.44 feet, thence N 00°03'32" W 117.50 feet, thence S 89°38'01" W 60.00 feet, thence N 0°03'40" W 27.5' to the Point of Beginning;

AND LESS following portions of HERITAGE WOOD 'N LAKES ESTATES, Plat Book 4, pages 61-61A, Public Records of Sumter County, Florida:

Block A, Lots 5-10; Block B, Lot 1; Block C, Lots 1, 2, 3, 4, 6, 9, 10, 13, 14, 15, 19, 20, 31-32, 38;

AND LESS the following portions of HEARTY HOST LAKE RESORT, UNIT NO. 2, Plat Book 4, pages 62-62A, Public Records of Sumter County, Florida:

Block A, Lots 3-6;

AND LESS following portions of WATER WHEEL ADULT MOBILE HOME COMMUNITY & R.V. PARK, UNIT NO. 2, Plat Book 4, pages 63-63A, Public Records of Sumter County, Florida:

Block A, Lot 1;

which lands conveyed herein are under the following tax folios:

# G 16 - 009	# G 16A-002	# G 16B-300
# G 21 - 001	# G 16A-100	# G 16D-007
# G 21 - 003	# G 16A-400	# G 16E-100

Subject to:

taxes for 1992 and subsequent years;

a Mortgage in favor of Resolution Trust Corporation recorded at Official Records Book 426, page 466, of the Public Records of Sumter County, Florida.

Assignment of Leases, Rents and Profits dated April 1, 1991, and recorded April 8, 1991 at Official Records Book 426, page 480, of the Public Records of Sumter County, Florida.

Restrictions filed December 30, 1974 in Official Records Book 159, page 670, and amended in Official Records Book 330, page 216, of the Public Records of Sumter County, Florida.

Restrictions filed August 8, 1980 in Official Records Book 234, page 214, and amended in Official Records Book 330, page 212, of the Public Records of Sumter County, Florida.

Amendments to Restrictions filed September 4, 1992 in Official Records Book 463, page 119, and Official Records Book 463, page 106, both of the Public Records of Sumter County, Florida.

Declaration of Restrictions dated and recorded August 8, 1991 at Official Records Book 435, page 414, of the Public Records of Sumter County, Florida.

County Improvement Agreement filed March 25, 1975, in Official Records Book 162, page 90, of the Public Records of Sumter County, Florida.

Development Agreement dated July 22, 1991, and recorded July 25, 1991, in Official Records Book 434, page 350, of the Public Records of Sumter County, Florida.

Declaration and Agreement with ITT Commercial Finance Corp. dated July 11, 1991 and recorded July 22, 1991 at Official Records Book 434, page 201, and page 205, of the Public Records of Sumter County, Florida.

UCC-1 (Financing Statement) to ITT Commercial Finance Corp. recorded July 29, 1991 at Official Records Book 434, page 526, of the Public Records of Sumter County, Florida.

[Utility] Right of Way Easement filed February 2, 1972 in Official Records Book 125, page 706, of the Public Records of Sumter County, Florida.

[Utility] Right of Way Easement filed September 4, 1968 in Official Records Book 104, page 444, of the Public Records of Sumter County, Florida.

Easement to American Telephone and Telegraph Co. filed May 9, 1967 in Official Records Book 84, page 782, of the Public Records of Sumter County, Florida.

[Utility] Right of Way Easement filed January 9, 1964 in Official Records Book 54, page 383, of the Public Records of Sumter County, Florida.

Easement dated January 29, 1993, and recorded February 5, 1993 at Official Records Book 474, page 680, of the Public Records of Sumter County, Florida.

Matters set forth and shown on the Plat of Hearty Host Lake Resort, recorded in Plat Book 3, pages 57-57A of the Public Records of Sumter County, Florida.

Matters set forth and shown on the Plat of Water Wheel Adult Mobile Home Community and R.V. Park Unit No. 1, recorded in Plat Book 4, page 40 of the Public Records of Sumter County, Florida.

Matters set forth and shown on the Plat of Heritage Wood 'N Lake Estates, recorded in Plat Book 4, pages 61-61A of the Public Records of Sumter County, Florida.

Matters set forth and shown on the Plat of Hearty Host Lake Resort, Unit No. 2, recorded in Plat Book 4, pages 62-62A of the Public Records of Sumter County, Florida.

Matters set forth and shown on the Plat of Water Wheel Adult Mobile Home Community and R.V. Park Unit No. 2, recorded in Plat Book 4, pages 63-63A of the Public Records of Sumter County, Florida.

Zoning and any other restrictions or prohibitions imposed by governmental authority.

Said Grantor does hereby otherwise fully warrant the title to said land, and will defend that title against the lawful claims of all persons whomsoever. Grantor further warrants that there is access to public roads, and that there is no title or physical impediment to extending existing roads into undeveloped portions of the property conveyed herein; and that existing roads have access to State Road 44.

In witness whereof Grantor has caused to be set hereunto the hand or its authorized representatives, and its seal the day and year first above stated.

Signed, sealed and delivered in our presence:

E.G.R. ENTERPRISES, INC.
a Florida corporation

Gigi M. Barnard
GIGI M. BARNARD, Witness

By: Eileen G. Rogow <SEAL>
EILEEN G. ROGOW, President

Kristen M. Ferretti
KRISTEN M. FERRETTI, Witness

Attest: Samuel Brown
SAMUEL BROWN, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared EILEEN G. ROGOW and SAMUEL BROWN, personally known to me and known to be the President and Secretary, respectively, of E.G.R. Enterprises, Inc., a Florida corporation, and who executed, the foregoing instrument on behalf of the Grantor, and who acknowledged before me that they executed the same.

Witness my hand and seal in the County and State last aforesaid this 30th day of November, 1993.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES 12/31/94
JAMES ROBERT BULLOCK, Notary Public