



506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352/ 360-6727
FAX: 352/ 360-6652

Board Members: City Manager Gary La Venia, Chairman City Engineer Duane Booth City Land Planner Greg Beliveau Jeff Gerling, Building Official Judd Wright, Fire Inspector Tracy Kelley, CDD	Board Members: Chief Mike Fewless, Police Department, Vice Chair Chief Donald Gilpin, Fire Department Dale Bogle, Public Works Director Lori Davis, Code Enforcement
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SPECIAL AGENDA
TECHNICAL REVIEW COMMITTEE
JUNE 18, 2018
10:00AM

- I. MEETING CALLED TO ORDER:**
- II. MEMBERS PRESENT:**
- III. MINUTES FROM PREVIOUS MEETING:**
- IV. OLD BUSINESS: None**
- V. NEW BUSINESS:**

A. The Glen – PH 10 Final Plat Application

Applicant Michel Moukhtara – A. A. Moukhtara Company is requesting final plat approval for Phase 10 of The Glen Subdivision currently under construction.

MEMBERS' COMMENTS:

ADJOURNMENT:



City of Fruitland Park, Florida
Community Development Department
 506 W. Berckman St., Fruitland Park, Florida 34731
 Tel: (352) 360-6727 Fax: (352) 360-6652
 www.fruitlandpark.org

<i>Staff Use Only</i>	
Case No.:	_____
Fee Paid:	_____
Receipt No.:	_____

Development Application

Contact Information:

Owner Name: Michel Moukhtara - A.A. Moukhtara Company
 Address: 7717 NW 20th Lane, Gainesville, Florida 32605
 Phone: 386-867-1003 Email: mmoukhtara@gmail.com

Applicant Name: Sayed Moukhtara - A.A. Moukhtara Company
 Address: 7717 NW 20th Lane, Gainesville, Florida 32605
 Phone: 352-278-5317 Email: Smaaps@atlantic.net

Engineer Name: David W. Springstead/Springstead Engineering, Inc.
 Address: 727 South 14th Street, Leesburg, Florida 34748
 Phone: 352-787-1414 Email: staff@springsteadeng.net

Property and Project Information:

PROJECT NAME*: The Glen - Phase 10
*A project name is required for all submissions. Please choose a name representative of the project for ease of reference.

Property Address: 1339 Myrtle Lake Avenue, Fruitland Park, Florida 34731
 Parcel Number(s): 08-19-24-000300002300 Section: 08 Township: 19 Range: 24
 Area of Property: 38.57 +/- Nearest Intersection: Forest Glen Dr. & Myrtle Lake Dr.
 Existing Zoning: PUD Existing Future Land Use Designation: SFMD
 Proposed Zoning: PUD Proposed Future Land Use Designation: SFMD
 The property is presently used for: Vacant
 The property is proposed to be used for: Single Family Residential
 Do you currently have City Utilities? Yes

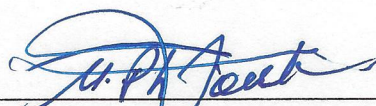
Application Type:

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Comp Plan Amendment | <input type="checkbox"/> Rezoning | <input type="checkbox"/> Planned Development |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Special Exception Use | <input type="checkbox"/> Conditional Use Permit | <input checked="" type="checkbox"/> Final Plat |
| <input type="checkbox"/> Minor Lot Split | <input type="checkbox"/> Preliminary Plan | <input type="checkbox"/> Construction Plan | <input type="checkbox"/> ROW/Plat Vacate |
| <input type="checkbox"/> Site Plan | <input type="checkbox"/> Minor Site Plan | <input type="checkbox"/> Replat of Subdivision | |

Please describe your request in detail: Requesting plat approval for Phase 10 currently under construction.

Required Data, Documents, Forms & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review.

Signature:  Date: 5-24, 2018

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must have written authorization from the owner to submit application.

Development Application Checklist

The Following are Required for ALL Development Applications:

- Legal Description (Word file req'd) Current Deed Aerial Photo
 Property Appraiser Information Electronic Copy of Application Location Map

Pre-application conferences are strongly encouraged. Submit TWO CDs with ALL documents in pdf; those that are generated as CAD files should be submitted in pdf and dwg formats. . Legal Descriptions should also come with a MS Word file of the legal description. Most maps are accessible through www.lakecountyfl.gov/maps/. Note: All maps are required to depict adjacent properties at a minimum.

Failure to provide adequate maps may delay the application process.

Other Required Analyses and Maps:

Small Scale Comprehensive Plan Amendment Applications:

- Justification for Amendment Environmental Constraints Map Requested FLU Map

Large Scale Comprehensive Plan Amendment Applications:

Maps: Environmental Constraints Soils Requested FLUM Designation Requested Zoning Map Designation

Analyses: Environmental Assessment Utility Availability Analysis Urban Sprawl Analysis School Impact Analysis
 Traffic Impact Analysis Consistency with the Comp Plan Florida Master Site File sign-off or Archaeological Survey

Rezoning Applications: Requested Zoning Map Justification for Rezoning

Planned Development Applications:

Maps/Plans: Conceptual Plan as Described in LDRs Chapter 154, Section 154.030,10,G Environmental Constraints

Analyses: Environmental Assessment Traffic Impact Analysis Preliminary Concurrency Analysis

Variance Applications: Justification for Variance

Special Exception Use Applications:

- Justification for Special Exception Use
 Site Sketch List of Special Requirements as Described in LDRs, Chapter 155

Conditional Use Permit Applications:

- Proposed List of Conditions and Safeguards
 Site Plan as Described in LDRs, Chapter 155 Written Statement as Described in LDRs, Chapter 155

Subdivision Applications:

(Preliminary Plan, Improvement Plan and Final Plat)

- As Described in LDRs, Chapter 157

Minor Subdivision Applications:

- As Described in LDRs, Chapter 157

Site Plan Applications:

- As Described in LDRs, Chapter 160

PROPERTY RECORD CARD

General Information

Owner Name:	A A MOUKHTARA INC	Alternate Key:	1740576
Mailing Address:	7717 NW 20TH LN GAINESVILLE, FL 32605 Update Mailing Address	Parcel Number:	08-19-24- 000300002300
		Millage Group and City:	000F (FRUITLAND PARK)
		Total Certified Millage Rate:	17.8504
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	1339 MYRTLE LAKE AVE FRUITLAND PARK FL 34731 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	E 1/2 OF SW 1/4--LESS S 275 FT OF W 825 FT & LESS E 240 FT OF W 532.5 FT OF N 500 FT OF S 775 FT OF E 1/2 OF SW 1/4--N 220 FT OF W 990 FT OF NW 1/4 OF SE 1/4--LESS WINGSPREAD PHASES 2 & 3 PB 52 PG 93-96 & LESS THE GLEN PHASES 1, 2 & 3 PB 53 PG 62-63 & LESS THE GLEN PHASES 4, 5, 6 & 9 PB 56 PG 11-12 & LESS THE GLEN PHASES 7 & 8 PB 59 PG 25-26-- ORB 1170 PG 1879		
<p>NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.</p>			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	NON AGRICULTURAL ACREAGE 01 (9901)	0	0		38.38	AC	\$0.00	\$383,800.00


Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	BARN (BRN)	1560	SF	1936	\$5,476.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
2558 / 542	1/28/2003 Quit Claim Deed	Multi-Parcel	Vacant	\$300.00
1170 / 1879	4/1/1992 Warranty Deed	Multi-Parcel	Improved	\$900,000.00
939 / 199	7/1/1985 Warranty Deed	Multi-Parcel	Vacant	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) 

Values and Estimated Ad Valorem Taxes

Values shown are 2018 'Working Values' subject to change.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$389,276	\$342,398	\$342,398	5.11800	\$1,752.39
LAKE COUNTY MSTU AMBULANCE	\$389,276	\$342,398	\$342,398	0.46290	\$158.50
SCHOOL BOARD STATE	\$389,276	\$389,276	\$389,276	4.35500	\$1,695.30
SCHOOL BOARD LOCAL	\$389,276	\$389,276	\$389,276	2.24800	\$875.09
CITY OF FRUITLAND PARK	\$389,276	\$342,398	\$342,398	3.98630	\$1,364.90
ST JOHNS RIVER FL WATER MGMT DIST	\$389,276	\$342,398	\$342,398	0.27240	\$93.27
LAKE COUNTY VOTED DEBT SERVICE	\$389,276	\$342,398	\$342,398	0.15240	\$52.18
LAKE COUNTY WATER AUTHORITY	\$389,276	\$342,398	\$342,398	0.25540	\$87.45
NORTH LAKE HOSPITAL DIST	\$389,276	\$342,398	\$342,398	1.00000	\$342.40
				Total: 17.8504	Total: \$6,421.48

Exemptions Information

This property is benefitting from the following exemptions with a checkmark 

Homestead Exemption (first exemption up to \$25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only - exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to \$500)	Learn More	View the Law
Blind Exemption (up to \$500)	Learn More	View the Law
Disability Exemption (up to \$500)	Learn More	View the Law


Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption (\$5000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Economic Development Exemption	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

Exemption Savings

The exemptions marked with a  above are providing a tax dollar savings of: **\$0.00**

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark 

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More	View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More	View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More	View the Law
Conservation Classification Assessment Limitation	Learn More	View the Law
 Agricultural Classification	Learn More	View the Law

Assessment Reduction Savings

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: \$527.26

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data last updated on May 13, 2018.

[Site Notice](#)

Reply to: Richard P. Newman

May 21, 2018

The City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731

RE: A.A. Moukhtara, Inc., a Florida corporation

Dear Sir or Madam:

Pursuant to your request, I have examined the title to the following real property in Lake County, Florida:

SEE EXHIBIT "A"

My examination of the title to this property was based on Old Republic National Title Insurance Company Title Certificate, having an effective date of May 7, 2018 at 11:00 PM.

This is to certify that, based on my examination as set forth above and subject to matters set out hereafter, I find fee simple title to the property to be vested in A.A. MOUKHTARA, INC., a Florida corporation, subject to the following described matters:

1. Taxes for the year 2018, which are not due and payable.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Consensual Lien for Deposit as recorded in O.R. Book 5097, Page 1143, Public Records of Lake County, Florida.
7. Master Development Agreement The Glen Planned Unit Development recorded in O.R. Book 1763, Page 1174, being Amended in O.R. Book 5009, Page 2020, Public Records of Lake County, Florida.
8. Developer's Agreement for The Glen recorded in O.R. Book 2460, Page 1195, being Amended in O. R. Book 5009. Page 2020, Public Records of Lake County, Florida.
9. Grant of Easement in Favor of Comcast SCH Holdings, LLC recorded in O.R. Book 2351, Page 1253, Public Records of Lake County, Florida.
10. Deed of Conservation Easement in favor of St. Johns River Water Management District recorded in O.R. Book 5097, Page 1135, Public Records of Lake County, Florida.
11. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded December 23, 2940, under Deed Book 191, Page 133, Public Records of Lake County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant tot Se. 270.11, F.S.
12. SHOWN FOR INFORMATION: Notice of Environmental Resource Permit recorded in O.R. Book 4999, Page 1662, Public Records of Lake County, Florida.

This opinion to the above named addressee and is not to be furnished to any other person, or used for any other purpose, or referred to in any financial statement or other document, without the prior written consent of the undersigned. The above-named address accepts and agrees that the total liability of the undersigned is expressly limited to the cost of this opinion.

Sincerely,



RICHARD P. NEWMAN, ESQUIRE

RPN/cll

Exhibit A

That part of the East 1/2 of the Southwest 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, described as follows: from the Northeast corner of said East 1/2 of the Southwest 1/4 of Section 8, Township 19 South, Range 24 East, run N 89°22'17" W, along the north boundary of the East 1/2 of the Southwest 1/4 of said Section 8, a distance of 308.46 feet, to the Point of Beginning of the following described parcel; from said Point of Beginning, continue N 89°22'17" W, along said north boundary, a distance of 268.98 feet; thence S 01°05'32" W, a distance of 143.41 feet; thence S 88°54'28" E, a distance of 53.12 feet; thence S 37°15'30" W, a distance of 61.93 feet; thence N 88°54'28" W, a distance of 50.00 feet; thence S 03°55'27" W, a distance of 588.53 feet; thence S 88°54'28" E, a distance of 43.04 feet; thence S 06°24'05" E, a distance of 131.80 feet, to a point on a curve concave southerly and having a radius of 635.00 feet; thence Easterly along the arc of said curve, through a central angle of 6°16'53", a distance of 69.62 feet (Chord Bearing N 86°44'22" E and Chord Length 69.58 feet), to a Point of Reverse Curve concave northwesterly and having a radius of 25.00 feet; thence run Northeasterly and Northerly, along the arc of said curve, through a central angle of 88°47'16", a distance of 38.74 feet (Chord Bearing N 45°29'10" E and Chord Length 34.98 feet), to the end of said curve; thence S 82°38'54" E, a distance of 50.30 feet; thence N 01°05'32" E, a distance of 102.09 feet; thence S 88°54'28" E, a distance of 133.34 feet, to the Southwest corner of THE GLEN PHASE'S 7 and 8, recorded in Plat Book 59, Pages 25-26, Public Records of Lake County, Florida; thence along the west boundary of THE GLEN PHASE'S 7 and 8, the following courses; N 01°05'32" E, a distance of 175.57 feet; thence S 89°14'27" E, a distance of 42.00 feet; thence N 01°05'32" E, a distance of 120.00 feet; thence S 89°14'27" E, a distance of 67.20 feet; thence N 00°45'33" E, a distance of 50.00 feet; thence N 89°14'27" W, a distance of 28.56 feet; thence N 00°45'33" E, a distance of 125.00 feet; thence N 89°14'27" W, a distance of 81.05 feet; thence N 00°16'27" E, a distance of 316.66 feet; to the Point of Beginning, and end of this description.

CFN 2004056681
Bk 02558 Pgs 0542 - 546; (5pgs)
DATE: 04/30/2004 01:53:35 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 21.00
TRUST FUND 3.00
DEED DOC 2.10

THIS INSTRUMENT PREPARED BY/RETURN TO:
Richard P. Newman/klo
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

R

040751

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this 28th day of January, 2003, by R. DEWEY BURNSED and WALTER S. McLIN, III, as Trustees of the Lake County Land Owners' Association, a dissolved Florida corporation, and as such the Trustees of its Property, whose post office address is Post Office Box 1299, The Villages, Florida 32158-1299, first party to A. A. MOUKHTARA COMPANY, a Florida corporation, whose post office address is Rt 2, Box 6004, Suite 1, Lake City, FL 32024, second party:

WITNESSETH, That the said first party, for and in consideration of the sum of TEN DOLLARS (\$10.00), in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim 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 Lake, State of Florida, to-wit:

AS SET FORTH ON EXHIBIT "A" HERETO.

Subject to easements and reservations of record, if any, but this instrument shall not operate to reimpose the same.

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 whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Witnesses:
[Signature]
Signature of Witness
Kristen L. Ogden
(Print Name of Witness)
[Signature]
Signature of Witness
Richard P. Newman
(Print Name of Witness)

[Signature]
R. Dewey Burnsed, as Trustee aforesaid
[Signature]
Walter S. McLin, III, as Trustee aforesaid

STATE OF FLORIDA
COUNTY OF LAKE

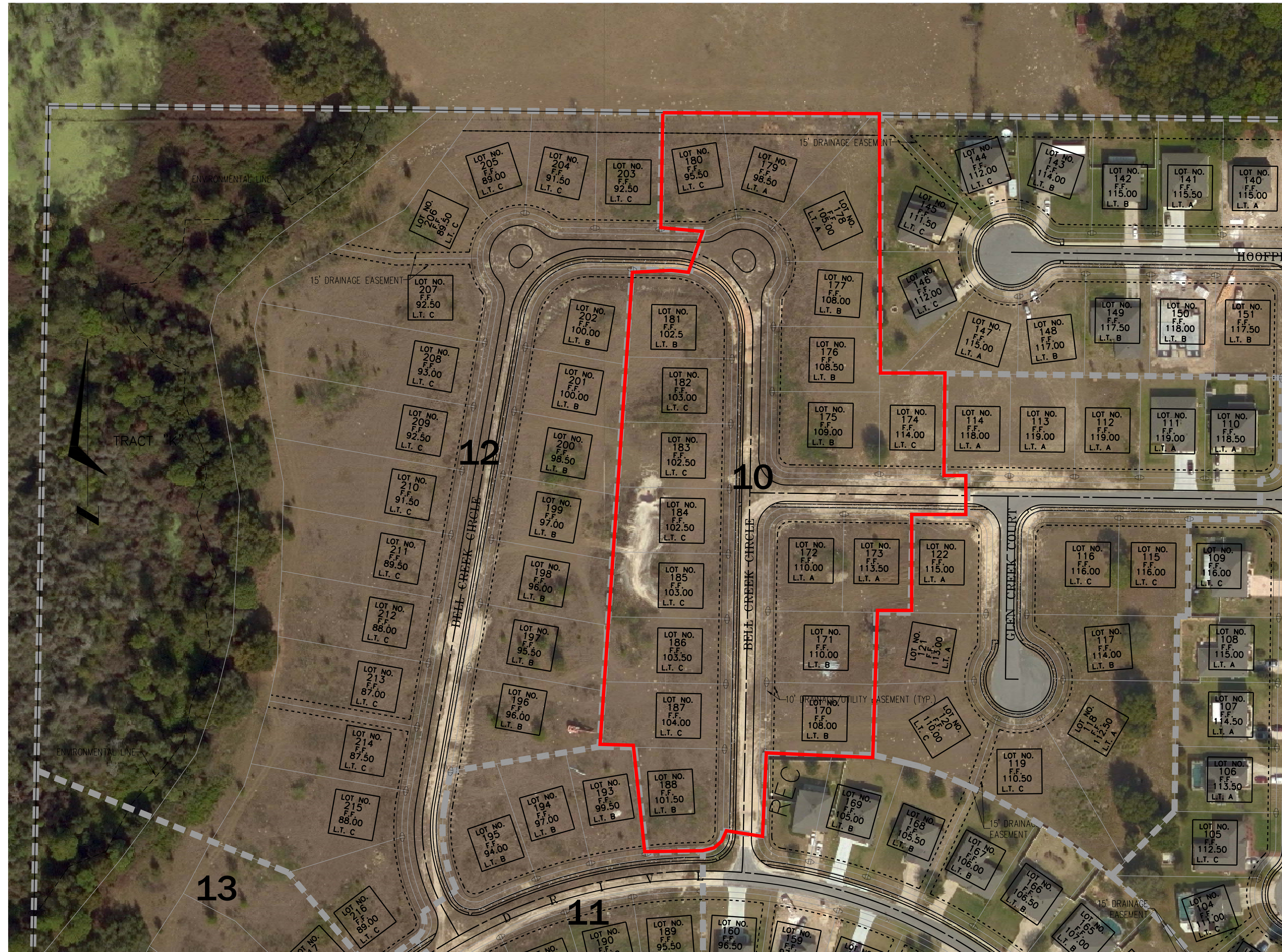
The foregoing instrument was acknowledged before me this 28th day of January, 2002, by R. Dewey Burnsed and Walter S. McLin, III, as Trustees of the Lake County Land Owners Association, a dissolved Florida corporation, and as such, the Trustees of its property, who are personally known to me.

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Kristen L. Ogden
(Signature of Notary Public)
(Print Name of Notary Public)
My Commission Expires: _____
(Serial/Commission Number)

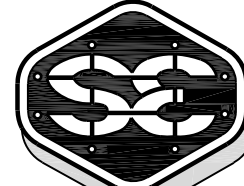
[NOTARY SEAL]



\\sandy\land\Projects\20051710010.000\moukhara The Glen\dwg\Site-Development\2018.dwg, DIAGRAM (2), 1/25/2018 11:18:52 PM, ***NAVY***

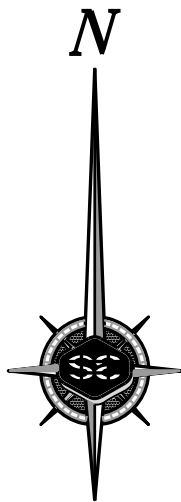
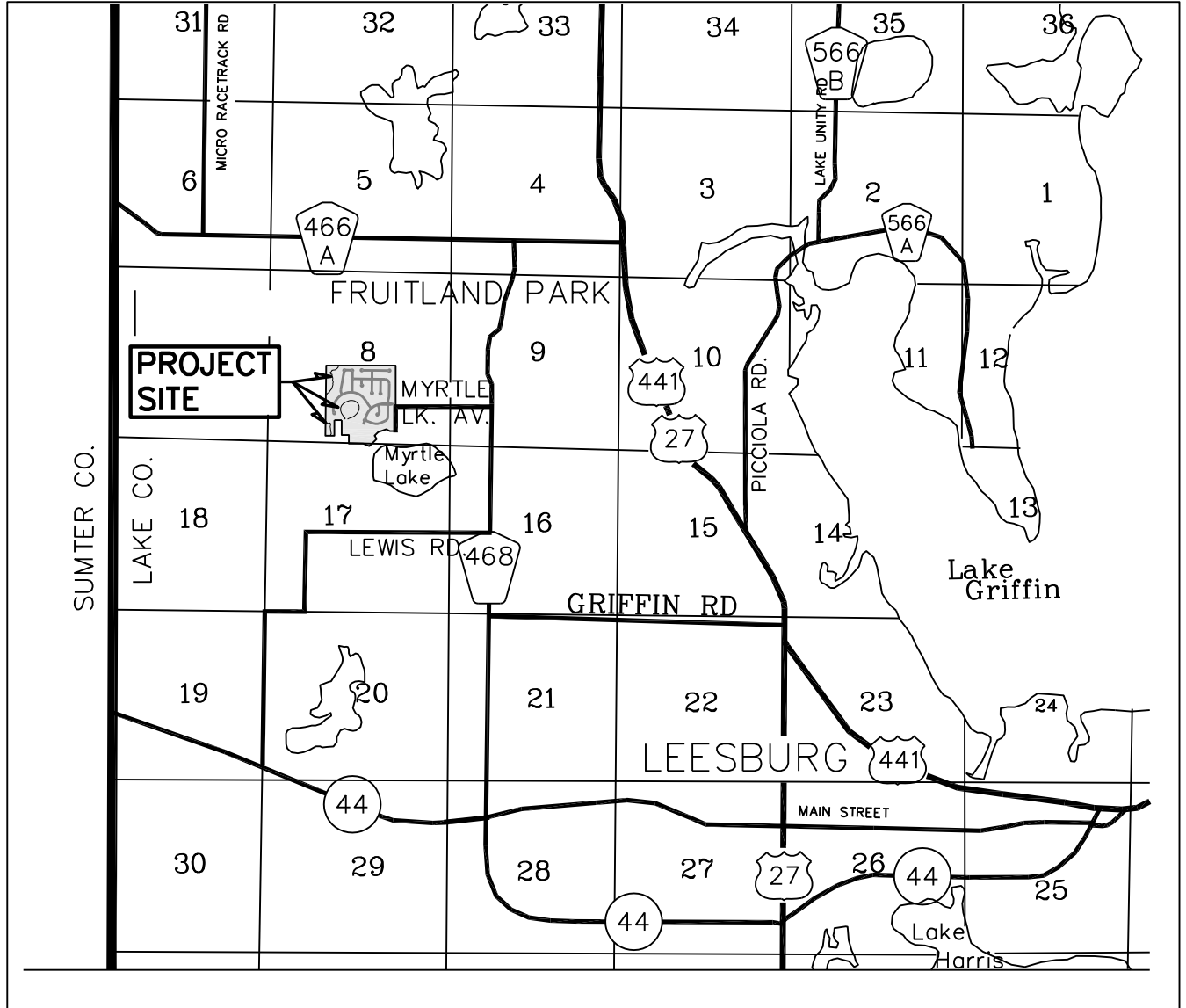


Springstead Engineering, Inc.



Consulting Engineers
Planners
CA-0001723
LB-0001723
727 South 14th Street
Leesburg, FL 34748
(352) 787-1414

DRAWING: PHASE 10 w/AERIAL	
CLIENT: MOUKHTARA THE GLEN	
JOB NO.: 1710010.000	SCALE: HORZ: 1"=300'



SCALE: 1" = 2640'



**Springstead
Engineering, Inc.**
Consulting Engineers
Planners

CA-0001723
LB-0001723
727 South 14th Street
Leesburg, FL 34748
(352) 787-1414

**THE GLEN
FRUITLAND PARK, FLORIDA**

1710010.000

DESIGN: DWS DRAWN: SKK

DATE: 5/9/17

CFN 2005023027
Bk 02760 Pgs 2292 - 2349; (58pgs)
DATE: 02/16/2005 10:13:50 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 494.50

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE GLEN**

THIS INSTRUMENT PREPARED BY/RETURN TO:

Richard P. Newman, Esq.

McLin & Burnsed P.A.

Post Office Box 491357

Leesburg, Florida 34749-1357

{OR484896;2}

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE GLEN**

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EXHIBIT "A" – PHASE 1-3 PROPERTY

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE GLEN**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GLEN is made this 8th day of February, 2005, by A. A. MOUKHTARA COMPANY, a Florida corporation ("Declarant"), whose address is 14197 South U.S. Highway 441, Lake City, Florida 32024.

RECITALS:

A. Declarant owns the real property described in the plat for THE GLEN, as recorded in Plat Book 53, Page 62, of the Public Records of Lake County, Florida and which is also more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. The Phase 1-3 Property is the first phase of a proposed multiple phase residential community known as "The Glen".

C. Declarant desires to preserve and enhance the values and quality of life in the Property and the health, safety and welfare of the residents thereof, and to provide for the maintenance of certain areas and improvements for the benefit of the Property.

D. Declarant intends to form a non-profit corporation to which will be conveyed title to certain property, and to which will be delegated the powers of and responsibility for maintaining and administering certain property and improvements, administering and enforcing this Declaration, and collecting and disbursing the monies derived from the assessments hereafter levied.

DECLARATIONS:

NOW, THEREFORE, Declarant declares that the Property is and shall be owned, improved, transferred and occupied subject to this Declaration.

ARTICLE I

DEFINITIONS

Section 1. Definitions. When used in this Declaration, the following words shall have the following meanings:

(a) "Additional Property" shall mean and refer to those lands, together with any improvements thereon, which are made subject to this Declaration by annexation pursuant to Article II.

(b) "Area(s) of Common Responsibility" shall mean and refer to any land or improvement located in or near the Property which is not intended to be owned by the Association but which is intended to be improved, maintained or operated by the Association in the manner and to the extent determined from time to time by the Board. Areas of Common Responsibility may be designated by this Declaration, any Supplemental Declaration, a contract entered into by the Association, or by a decision of the Board. The following are hereby designated as Areas of Common Responsibility:

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(i) Rights of Way and Entrance Area. Subject to limitations imposed by governmental authority, the Association shall maintain, repair and replace to the extent determined by the Board the signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Surface Water Management System permit issued by the District), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located as shown on any plat of the Property;

(ii) Street Lighting. The Association may arrange for and assess the Owners for the fixture rental, electrical usage and other costs of street lighting for the Property and any Area of Common Responsibility;

(iii) Drainage Improvements within Easements. The Association shall maintain, repair and replace all drainage improvements within the Property, including without limitation within all platted drainage easements, all in accordance with the Surface Water Management System permit issued by the District. The foregoing to the contrary notwithstanding, each Owner shall provide routine landscape maintenance, mowing and removal of trash and debris within the portions of the Surface Water Management System lying within that Owner's Lot, failing which the Association shall perform the required maintenance and levy an individual assessment to cover the costs thereof;

(iv) Easements. The Association shall maintain, repair and replace any walls, signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Surface Water Management System permit issued by the District), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within all easements created in favor of the Association on the plat of the Property.

(c) "Articles" shall mean and refer to the Articles of Incorporation of the Association. A copy of the initial Articles are attached as Exhibit "B" to this Declaration. The Articles may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Articles.

(d) "Association" shall mean and refer to The Glen Homeowners Association of Fruitland Park, Inc., a Florida not for profit corporation, and its successors and assigns.

(e) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(f) "Bylaws" shall mean and refer to the Bylaws of the Association. A copy of the initial Bylaws are attached as Exhibit "C" to this Declaration. The Bylaws may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Bylaws.

(g) "Common Expense" shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including without limitation costs incurred for operation, maintenance, insurance and improvement of the Common Property and Areas of Common Responsibility, and for any reserves from time to time established by the Board.

(h) "Common Property" shall mean and refer to the real and personal property from time to time owned or intended to be owned by the Association and devoted to the use and

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enjoyment of all Members of the Association, all at Common Expense. Common Property shall include, but not be limited to, easement areas and other areas as depicted on the Plat which are held by the Association as grantee. No commitment is made that any Additional Property will contain Common Property.

(i) "Conservation Easement Area(s) shall mean and refer to all of such areas so designated upon any recorded subdivision plat or plats of the Property.

(j) "County" shall mean and refer to Lake County, Florida. "City" shall mean the City of Fruitland Park, Florida.

(k) "Declarant" shall mean and refer to A. A. Moukhtara Company, a Florida corporation, its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

(l) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for The Glen as amended or supplemented.

(m) "District" shall mean and refer to the St. Johns River Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

(n) "Dwelling" shall mean and refer to a single family residence located on a Lot.

(o) "Lot" shall mean and refer to each residential building site created by any recorded plat of the Property, including any Dwelling located thereon once constructed.

(p) "Surface Water Management System" means the overall system designed, constructed and implemented upon the Property to control discharges caused by rainfall events, which system is intended to collect, convey, store, absorb, inhibit, treat, use or reuse surface water in order to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, and to control the quality and quantity of discharges from the system, all as permitted by the District pursuant to Chapter 40C-4, 40C-40, 40C-42, Florida Administrative Code.

(q) "Member" shall mean and refer to each Member of the Association as provided in Article III, Section 2.

(r) "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot in the Property, but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common, or tenancy by the entirety.

(s) "Permit" shall mean ERP No. 4-069-26496-1 issued by the District.

(t) "Phase 1-3 Property" shall mean and refer to the real property described in the plat for The Glen as recorded in the Public Records of Lake County, Florida, which is also more particularly described on Exhibit "A" to this Declaration.

(u) "Property" shall mean and refer to the Phase 1-3 Property, together with any Additional Property hereafter annexed to this Declaration pursuant to Article II.

(v) "Supplemental Declaration" shall mean and refer to any instrument which extends the effect of this Declaration to Additional Property pursuant to Article II.

(w) Surface Water Or Stormwater Management System. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuses water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

Section 2. Interpretation.

The provisions of this Declaration and the Articles, Bylaws and any rules and regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property, the preservation of the value of the Lots and the protection of Declarant's rights, benefits and privileges herein contemplated. Notwithstanding that this Declaration was prepared, initially, at the direction of the Declarant, and notwithstanding any rule of construction to the contrary, this Declaration shall not be more strictly construed against the Declarant and/or any of its affiliates than against any other person or entity.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Phase 1-3 Property.

The Phase 1-3 Property is and shall be improved, held, transferred and occupied subject to this Declaration.

Section 2. Additional Property.

Declarant shall have the right but not the obligation to bring within the scope of this Declaration, as Additional Property, additional lands lying in the vicinity of the Phase 1-3 Property at any time and from time to time within twenty (20) years from the date on which this Declaration is recorded. Except as provided in Article XII, annexation may be accomplished by Declarant without the consent of the Association, the Owners, any mortgagee or other lien holder, or anyone else.

Section 3. Method of Annexation.

Additions authorized under Article II shall be made, if at all, by recording a Supplemental Declaration extending this Declaration to Additional Property. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to this Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain additional terms not inconsistent with this Declaration to reflect the different character, if any, of the real property being annexed or of the housing or development approaches being implemented. Upon the recordation of any Supplemental Declaration, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property, if any, within the Additional Property and an obligation to contribute to the cost of operating, maintaining and insuring the additional Common Property and any {OR484896;2}

additional Areas of Common Responsibility. Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

Section 4. Withdrawal.

Declarant reserves the right to amend this Declaration unilaterally at any time for the purpose of removing any portion of the Property (including, without limitation Lots and Common Property) without notice and without the consent of any person or entity other than the owner of the portion of the Property to be withdrawn or the District; provided, however, no such withdrawal may impair access to any Lot.

ARTICLE III

THE ASSOCIATION

Section 1. The Association.

The Association shall be a not for profit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and Areas of Common Responsibility. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) a Member of the Association, or (2) an agent of Declarant. The Board, and such officers as the Board may appoint, shall conduct the affairs of the Association.

Section 2. Membership.

Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Owner shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot.

Section 3. Voting Rights.

The Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.

(b) Class "B". The sole Class "B" Member shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot in the Property owned by Declarant, plus three (3) votes for each potential subdivision lot that has not yet been annexed but which could be developed upon the lands eligible for annexation to the Property under the terms of the Declaration. Upon the execution of this Declaration, Declarant shall have One Hundred Sixty Two (162) Class "B" votes representing three (3) votes for each of the Fifty Four (54) Lots in the Phase 1-3 Property [plus three (3) votes for each of the One Hundred Eighty Three (183) potential residential subdivision lots not yet included in the Property but which could be developed] and annexed to the Property. In all, Declarant expects but shall not be required

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to develop and submit a total of Two Hundred Thirty Seven (237) residential lots to this Declaration and to the jurisdiction of the Association. The Class "B" Member shall be entitled to cast all of its votes in any vote or election held by the Association.

(c) Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

- (i) When the total outstanding Class "A" votes in the Association equals or exceeds the total outstanding Class "B" votes; or
- (ii) Ten (10) years from the date of recording this Declaration; or
- (iii) At such earlier time as Declarant, in its sole discretion, may so elect.

Upon the happening of any one of these events, Declarant shall call a special meeting of the Members to advise of the termination of Class "B" membership.

(d) Transition of Control. Any other provision of this Article III to the contrary notwithstanding, Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than three (3) months after ninety percent (90%) of the Lots in all phases of The Glen that will or may ultimately be operated by the Association have been conveyed to Owners. Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of The Glen. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

Section 4. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) Class "A" vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Easements.

The Association and each Owner (including Declarant) shall have a non-exclusive right and easement of use and enjoyment in and to the Common Property. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

(a) Right-of-way for ingress and egress by vehicles and on foot through and across any streets, roads or walks in the Common Property for all lawful purposes; and

(b) Rights and easements to drain across the Surface Water Management System in accordance with the Permit and District rules; and

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(c) Rights to connect to, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines which may from time to time be in or along areas of the Common Property, but only in accordance with applicable laws and regulations and the requirements of the applicable entities which regulate said utilities; and

(d) Rights and easement to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, or law.

Section 2. Easement for Access and Drainage.

The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permit, subject to any maintenance responsibilities assumed by any governmental authority. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District.

Section 3. Title to Common Property.

Declarant shall convey to the Association or dedicate to the City or County for the uses and purposes set forth in this Declaration or in any subdivision plat of the Property fee simple title in and to the Common Property free and clear of all encumbrances except taxes, applicable subdivision plats, this Declaration and any easements recorded in the public records prior to the conveyance to the Association. Once conveyed to the Association, the Common Property may not be mortgaged or further conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding Declarant).

Section 4. Extent of Easements.

The rights and easements created in this Article IV shall be governed by the following:

(a) Subject to any rights of Declarant and the Owners set forth in this Declaration, the Association shall be responsible for the exclusive management, control and maintenance of the Common Property.

(b) Declarant, until conveyance of title to the Association, and the Association thereafter, may reserve to itself or to grant or dedicate (subject to the terms of Article XII) to Declarant, any Owner, any governmental agencies and/or to any utility companies, easements and rights-of-way, over, under or through the Common Property for installation, use, maintenance and inspection of lines and appurtenances for public or private utilities, surface water drainage improvements and areas, or completion of the development. No improvement or material may be placed upon any such easement which may damage or interfere with the installation or maintenance of utilities or the easement area or that may alter or impede the direction or flow of drainage.

(c) Declarant's rights reserved in this Declaration.

(d) Matters shown on any plat(s) of the Property.

Section 5. Additional Easements over Common Property.

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Declarant hereby creates, reserves and declares to exist the following licenses, rights, privileges and easements over, under and through the Common Property subject at all times to the terms and conditions of the Permit and subject to receiving prior written approval of the District as to any activities that may affect or may occur on or within the Surface Water Management System and Conservation Easement Area, including any upland buffers: (i) rights-of-way and easements to install, maintain and use electric, lighting, telecommunications, cable television, telephone, gas, water, sewer, drainage and utility poles, wires, cables, conduits, fixtures, pipes, meters, equipment, facilities, ponds, swales, berms or ditches, and other equipment and improvements necessary or convenient for the completion, marketing, use and enjoyment of the Property, (ii) the right to cut trees, bushes or shrubbery, make any gradings of the soil, and take any similar action reasonably necessary to provide economical and safe utility and drainage installation or to maintain reasonable standards of health, convenience, safety and appearance, (iii) the right to locate thereon wells, pumping stations and irrigation systems and lines, (iv) easement of ingress and egress for purposes of development, construction and marketing, and (v) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development and sale of the Property including, without limitation, the maintenance of temporary signage and trailers used in such development and sales efforts; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easement, utility, equipment or service. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the streets and roads, or within the Common Property or platted easements. The easements and rights-of-way herein reserved shall continue in existence in favor of Declarant after conveyance of the Common Property to the Association or dedication to the City or County until such time as Declarant has sold all Lots in the Property and in any lands separately developed by Declarant and located adjacent to the Property.

Section 6. Delegation.

Any Owner (including Declarant) may grant the benefit of any easement, right or privilege to tenants and guests for the duration of their tenancies or visits, but same shall not be construed to create any rights in the general public.

Section 7. Conservation Easement Area(s).

Pursuant to the provisions in Section 704.06, Florida Statutes, Declarant has granted to the District a conservation easement in perpetuity over the property as shown on the recorded plat of the Phase 1-3 Property.

(a) Purpose. The Purpose of the Conservation Easement is to ensure that the Conservation Easement Area(s) will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Area(s) that will impair or interfere with the environmental value of these areas.

(b) Prohibited Uses. Any activity in or use of the Conservation Easement Area(s) inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses:

(i) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(ii) Dumping or placing soil or other substances or materials as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

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(iii) Removing, destroying or pruning trees, shrubs, or other vegetation, except for removal of exotic species which may be detrimental to fish and wildlife habitat preservation with prior written approval of the District.

(iv) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(v) Surface use, except for purposes that permit the land or water area to remain predominately in its natural condition.

(vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(vii) Acts or uses detrimental to such retention of land or water areas.

(viii) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

(c) Responsibilities. The Declarant, its successors and assigns, are responsible for the periodic removal of trash and other debris that may accumulate in the Conservation Easement Area(s).

(d) Rights of District. To accomplish the purposes stated in the Conservation Easement, the Declarant conveyed the following rights to the District:

(i) To enter upon and inspect the Conservation Easement Area(s) in a reasonable manner and at a reasonable time to determine if Declarant or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.

(ii) To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Area(s) that may be damaged by any activity inconsistent with the Conservation Easement.

(e) Amendment. The provisions of the Conservation Easement may not be amended without the prior written approval of the District.

ARTICLE V

INSURANCE

The Board may, but is not obligated, to obtain fidelity bond coverage in its discretion. In addition, the Board may obtain insurance for insurable improvements on the Common Property, any Area of Common Responsibility, or on any easement benefiting the Owners or the Association, public liability policies covering the Association and Members for damage or injury caused by the negligence of the Association or any of its Members, guests or agents, directors' and officers' liability insurance, and any other types of insurance coverage as the Board may deem appropriate, with such insureds, deductibles provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance so obtained shall be a Common Expense. The Association may self-insure against any risk.

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ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Lien and Personal Obligation Nonpayment.

(a) Declarant, for each Lot owned by it in the Property, and each Owner other than Declarant by acceptance of title to any Lot, whether or not it shall be so expressed in any deed or other conveyance, covenants and agrees to pay to the Association: (1) annual assessments or charges, (2) special assessments, (3) individual assessments, and (4) a one-time only start-up assessment. Said assessments shall be fixed, established and assessed as herein provided. Assessments, together with such interest and late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, including without limitation court costs and reasonable attorneys' and paralegals' fees before trial, at trial and on appeal, shall be a charge and a continuing lien upon the Lot against which such assessment is made, and upon any Dwelling located on said Lot, from and after the date on which such assessment is due. Each assessment, together with said interest, late charges, costs and fees, shall also be the personal obligation of each person who was an Owner of the Lot at the time the assessment fell due.

If any assessment or installment thereon is not paid when due, then such assessment shall be delinquent and the delinquent assessment, together with interest, late charges, and collection costs, shall be secured by a continuing lien on the Lot as to which the assessment accrued, and upon any Dwelling located thereon. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Lot and any Dwelling located thereon in the hands of the then Owner and of each subsequent Owner. The personal obligation of the Owner to pay such delinquent assessment shall remain that Owner's personal obligation for the statutory limitations period and personal liability shall not pass to successors in title unless expressly assumed by them.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, collection costs and attorneys' and paralegals' fees, and fees and collection costs shall be recoverable whether or not suit be brought. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, encumber, use and otherwise deal with the Lot and any Dwelling thereon as owner thereof.

(b) Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein: (1) Common Property; (2) lands owned by Declarant which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (3) lands dedicated to the City or County or other governmental authority, any utility company or the public; and (4) Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 8 of this Article. No other land or improvements in the Property shall be exempt from these assessments, charges or liens. No Owner may avoid assessment obligations by virtue of non-use or abandonment of the Common Property.

Section 2. Purpose.

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The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and to exercise the powers conferred on it, to improve, operate, insure and maintain the Common Property and the Areas of Common Responsibility, and to pursue any other purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following: (a) payment of Association operating expenses; (b) lighting, irrigation, maintenance, improvement and beautification of streets and easement areas, and acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (c) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property; (d) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Property, Areas of Common Responsibility, and easement areas benefiting the Association; (e) repayment of any deficits previously incurred by the Association; (f) funding of reserves for future Common Expenses, (g) procurement and maintenance of insurance, (h) employment of accountant attorneys and other professionals to represent or advise the Association; (i) operation, maintenance and repair of the Surface Water Management System for the Property in accordance with the terms of this Declaration and the requirements of the District; (j) monitoring of protected wetlands as required by the District; and (k) doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners.

Section 3. Determination of Annual Assessments.

(a) Operating Budget. At least thirty (30) days prior to the end of the Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and capital improvement budget items approved by the Board under Subsection (b), below.

(b) Capital Budget. Each year, the Board shall approve a capital budget taking into account the number, type, useful life and expected replacement cost of replaceable assets. The Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual capital contribution fixed by the Board shall then be included in the annual operating budget and annual assessments described in Subsection (a), above.

(c) Adoption of Operating Budget. The Association shall mail to each Member a copy of the capital budget, operating budget and projected annual assessments approved by the Board to be levied for the next fiscal year at least thirty (30) days prior to the end of the Association's current fiscal year. The operating budget and annual assessments shall become effective unless disapproved at a special meeting of the Members held not later than sixty (60) days after the proposed budget and assessments are mailed to the Members. To be effective, the disapproval must be by a vote of two-thirds (2/3) of the membership of the Association, without regard to class. If the membership so disapproves the operating budget for the succeeding year, or if the Board fails to propose a budget, then the budget and annual assessments for the preceding year shall continue in effect until a new budget is determined.

(d) Allocation of Annual Assessments Among Lots. The operating budget of the Association shall be assessed against all Owners and Lots in the Property in an equal amount per Lot.

Section 4. Special Assessments.

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(a) Special Assessments. In addition to annual assessments, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair or replacement of any improvement on the Common Property or Areas of Common Responsibility, or on any easement benefiting the Association, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed desirable or appropriate by the Board; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members of each class who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.

(b) Individual Assessment. The Board may levy an individual assessment against any Owner and that Owner's Lot and any Dwelling located thereon in order to cover costs incurred by the Association due to that Owner's failure to maintain its Lot or Dwelling pursuant to the standards set forth in this Declaration, or to reimburse the Association for loss or damage to the Association or to any Common Property, Area of Common Responsibility or easement area caused by that Owner or his lessee, agent, contractor or guest, and not covered by insurance, or for any other purpose expressly permitted by this Declaration.

Section 5. Commencement Dates; Start-Up Assessment; Initial Annual Assessment; Due Dates.

Annual assessments on the Lots in the Phase 1-3 Property shall commence upon the closing of the first Lot in the Phase 1-3 Property to a bona fide third party purchaser. The annual assessment for the Phase 1-3 Property for the calendar year 2005 shall be Two Hundred Fifty Dollars (\$250.00) per Lot. At the closing of the sale of each Lot in the Property by Declarant to the first purchaser from Declarant, the purchaser shall pay to the Association the entire annual assessment for the calendar year of closing, prorated on a per diem basis from the date of closing through the end of that calendar year. Thereafter, annual assessments shall be due, in advance, on or before the commencement of the Association fiscal year for which imposed; but the Board may elect to collect annual assessments in monthly, quarterly or semi-annual installments. In the event of such deferred payments, the Board may but shall not be required to charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any annual assessment upon default in the payment of any installment thereon. Annual assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. After the one time Start-Up Assessment has been paid as to a Lot in the Property, subsequent purchasers of said Lot shall not be required to pay said Start-Up Assessment.

The annual assessment for each Additional Property shall commence upon the closing of the first sale by Declarant on any Lot in the Additional Property. The initial annual assessment for the Lots in each Additional Property shall be the same as the then current annual assessment for the remainder of the Property, or as otherwise set forth in the relevant Supplemental Declaration.

Section 6. Certificate.

Upon request, the Association shall furnish to any Owner a certificate setting forth whether required assessments have been paid. Such certificate shall be conclusive evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid.

Section 7. Subordination.

The assessment lien shall be subordinate to the lien of any mortgage. Any mortgagee which obtains title to a Lot by foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the uncollected assessments or interest, late charges or collection costs pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by

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said mortgagee. Such unpaid amounts shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for assessments thereafter falling due.

Section 8. Funding by Declarant.

Notwithstanding anything contained in this Declaration to the contrary, Declarant shall not be obligated to pay any annual or special assessment as to any Lot owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from annual, special and individual assessments collectible from the Class "A" Members. For purposes of this subsidy arrangement, Declarant need not subsidize or pay replacement reserves or capital expenditures. Declarant, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the assessments thereafter falling due for the Lots then owned by Declarant, prorated as of the date of such notice. Declarant shall never be obligated to pay any individual assessment

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Control; ARB.

All Lots and Dwellings in the Property are subject to architectural review in accordance with this Article and the Planning, Construction and Development Criteria ("the Planning Criteria") adopted and revised from time to time by the Architectural Review Board (the "ARB"). The Planning Criteria shall be written and made available to all builders in the Property and to all Owners or prospective Owners. The Planning Criteria may include any matters considered appropriate by the ARB not inconsistent with this Declaration.

No site work, landscaping, utility extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, sidewalk, or any other physical or structural improvement, or change or alteration to the exterior of any existing structure or improvement, or to any existing landscaping, shall be commenced, erected or maintained until the plans showing such details as the size, design, shape, finished grade elevation, height, materials and color of the same, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, have been approved in writing by the ARB. All such improvements must further conform to the Planning Criteria and no plans shall be approved by the ARB if they are not in conformity with same. All improvements, changes and alterations shall also comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Until such time as any improvements, changes and/or alterations have been submitted to and approved by the ARB, no Owner (and/or designee thereof) shall make application for a building permit from the applicable governmental agency. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires.

It shall be the responsibility of each Owner at the time of construction of the Dwelling on that Owner's Lot to comply with the approved construction plans for the Surface Water Management System on file with the District pursuant to Chapter 40C-4, F.A.C.

It shall also be the responsibility of each Owner at Owner's cost, prior to occupancy of the Dwelling on that Lot, to plant a minimum of four (4) trees thereon as well as have the lot sodded with St. Augustine grass.

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Section 2. Membership of ARB.

So long as Declarant owns any Lots subject to this Declaration, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Property. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense. Members of the ARB (other than those appointed or designated by the Declarant) may be removed by the Board of Directors at any time without cause. Members of the ARB appointed or designated by the Declarant may only be removed by the Declarant.

Section 3. Approvals.

Decisions of the ARB shall be by majority action. Unless waived by the ARB, all plans shall be prepared by an architect or engineer, said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement or alteration is not consistent with the Planning Criteria or Declarant's development plan, or in the best interest of the Association and its Members, such improvement or alteration shall not be made. Approval of plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed improvement or alteration inharmonious with the general development plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. Submittals and re-submittals of plans shall be approved or disapproved within thirty (30) days after receipt by the ARB. The ARB approval or disapproval shall be written and shall be accompanied by one (1) copy of the plans, etc., to be returned to the Owner. Whenever the ARB disapproves plans, the ARB shall specify the reason or reasons for such disapproval.

Section 4. Violations.

The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected, or maintained upon the Lot other than as approved, same shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARB shall appear in the public records of the Lake County, or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with these provisions.

Section 5. Variances.

The ARB may grant variances from compliance with the architectural provisions of this Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with governmental requirements. Such

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variances may only be granted when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the ARB from denying a variance in other circumstances.

Section 6. Waiver of Liability.

None of Declarant, the ARB, the Directors or the Association, or any agent or employee thereof, shall be liable to anyone submitting plans for approval or to any Owner, occupant or guest of the Property by reason of or in connection with approval or disapproval of any plans, or for any defect in any plans submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans. Approval of plans, or any other approvals, variances or consents, are given solely to protect the aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with applicable laws, codes, rules or regulations, nor shall ARB approval be deemed approval of any plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits plans for approval agrees, by submission of such plans, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages and shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid parties from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

Section 7. Enforcement.

Declarant and the Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right but not the obligation to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner as an individual assessment. Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

Section 8. Exemption.

Declarant shall be exempt from the architectural control provisions of this Article VII. Declarant shall be entitled to construct or install any new improvement, and to alter or change any existing improvement, without submitting plans to or obtaining the approval of the ARB.

Section 9. No Waiver of Future Approvals.

The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

Section 10. ARB Rules.

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The ARB may adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the ARB. Such rules shall be (i) subject to the prior approval of the Board of Directors, (ii) consistent with the covenants and restrictions set forth in this Declaration and (iii) published or otherwise made available to all Owners and their contractors, subcontractors and other appropriate designees. All rules of the ARB shall be adopted and/or amended by a majority vote thereof.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility.

Each Owner shall keep and maintain that Owner's Lot and all building and other improvements and landscaping located on that Owner's Lot in good repair and in a neat and attractive condition. It shall also be the Owner's responsibility (if Owner is buying or constructing a new home) as well as maintain and care for a minimum of four (4) trees on Owner's lot, the cost of which shall be bound by the Owner. The minimum but not exclusive standard for maintenance of improvements shall be consistency with the approved plans thereof and with the general appearance of the other occupied improvements in the Property as a whole when initially constructed and improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The maintenance obligation of each Owner as to building improvements shall include, without limitation, maintenance of all exterior surfaces and roofs, fascias and soffits, awnings, trellises, decorative facades, screens, windows and doors. Owners shall clean, repaint or re-stain, as appropriate, the exterior portions of the building improvements (with the same colors as initially approved), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. Each Owner shall also keep, maintain and irrigate the trees, shrubbery, grass and other landscape material located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum but not exclusive standard for maintenance of landscaping shall be consistency with the approved plans thereof and with the general appearance of the other occupied Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement of dead, damaged or diseased plantings.

To the extent not included in the areas required to be maintained by the Association pursuant to Section 4 of this Article, each Owner shall, at that Owner's expense, grass over, mow and keep free of trash and debris, on a routine basis, those portions of the Surface Water Management System located on that Owner's Lot (whether or not included in a platted drainage easement). When required, major repairs to, and major maintenance and reconstruction of, components of the Surface Water Management System will be performed by the Association, at Common Expense. Each Owner shall grass over, mow and keep free of trash and debris, on a routine basis, the unpaved portion of any platted street(s) abutting the Owner's Lot. Each Owner shall be responsible for the maintenance, operation and repair of the swales, if any, on the Owner's Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the swale shall be authorized and any damage to any swale, whether caused by natural or human-induced phenomena, shall be repaired and the swale returned to its proper condition as soon as possible by the Owner(s) of the Lot(s) upon which the swale is located.

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The Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or any improvement thereon in the event of default by any Owner in the duties hereby imposed. Prior to performing repair or maintenance on any Lot, the Board shall determine that there is need of repair or maintenance and such need detracts from the overall appearance of the Property. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Association and its agents or employees shall have the right to enter in or upon the Lot and the exterior of any improvement thereon to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but limited to, paint, repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. Declarant, the Association, and their respective agents and employees, shall have no liability to the Owner or any occupant or guest for trespass, or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

Section 2. Assessment of Cost.

The cost of any work performed by or at the request of the Association pursuant to Section 1 shall be assessed as an individual assessment against the Owner of the Lot upon which such work is done.

Section 3. Access.

In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Association may enter upon any Lot and the exterior of any improvement thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

Section 4. Association's Responsibility.

The Association shall maintain and keep in good repair the Common Property and the Areas of Common Responsibility and the wall, landscaping, lighting, irrigation, sign, drainage and other improvements from time to time located thereon. In addition, the Association shall maintain and keep in good repair the emergency entrance gate separating The Glen and Wingspread 2 and 3 subdivision. Except to the extent maintenance of any portion of the Surface Water Management System has been assumed by any governmental authority, it is the responsibility of the Association, at Common Expense, to operate, maintain and repair the Surface Water Management System and to enforce, or to take such appropriate action as may be necessary to cure violations of, the routine maintenance and non-interference covenants of the Owners under this Declaration, and, when appropriate, to levy special assessments or individual assessments therefor. Maintenance of the Surface Water Management System shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance and other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water Management System shall be as originally permitted or, if modified, as approved by the District.

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ARTICLE IX

RESTRICTIVE COVENANTS

The Property shall be subject to the following covenants and restrictions which shall bind each Owner and Lot:

Section 1. Wells.

Except for a water well for use only for air conditioning, heating or irrigation purposes, no individual water supply system shall be permitted on any Lot without the approval of the ARB.

Section 2. Obnoxious or Offensive Activity.

No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Dwelling or the Common Property, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.

Section 3. Rules and Regulations.

Reasonable rules and regulations may be promulgated by the Board, after notice and hearing, as to the use and enjoyment of the Property and shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, parking, traffic, state of repair of vehicles, tree removal, pets, game and play structures and devices, swimming pools, television and telecommunications devices and antennae, driveways, walkways, sight distances at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce reasonable rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any term, covenant or restriction herein contained.

Section 4. Animals.

Birds, fish, dogs, cats, reptiles, insects and all other non-human, non-plant living organisms (collectively, "Animals") may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Animals shall be sheltered inside Dwellings. No separate or exterior shelter for Animals shall be permitted. All Animals must be kept in a fully fenced area or leashed when outside and shall not be permitted to run loose. No Animals shall be permitted to remain on the Property if it or they disturb the tranquility of the Property or the Owners or tenants thereof, if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are specifically excluded from the Property by the Board after notice and hearing.

Section 5. Garbage and Trash.

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No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling, buried underground, or placed within an enclosure or concealed by means of a screening wall approved by the ARB.

Section 6. Storage Receptacles.

No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the ARB or applicable law.

Section 7. Vehicles.

No vehicle may be parked on the Property except on paved streets and paved driveways. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in a garage and not visible from the street or any other Lot. No commercial vehicles of any kind shall be parked on the Property except for construction or service vehicles temporarily present on business. A commercial vehicle for the purposes of this section shall mean any vehicle operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, For-Hire or Not-For-Hire. No trailers, boats, campers, motorized or non-motorized recreational vehicles may be parked in the Property unless parked inside a garage. Notwithstanding the foregoing, trucks and vans, whether commercial or non-commercial, will be permitted provided that they comply with the following:

1. they may not exceed one (1) ton carrying capacity;
2. they may not have camper shells extending more than twelve inches (12") over the cab roof;
3. any signboard or lettering is professionally applied to fenders, doors, tailgates, and panels of the vehicle;
4. the frame to ground clearance may not exceed twenty four inches (24"); and
5. they may not have added frames, racks, wooden shells or boxes.

Section 8. Visibility of Intersections.

No obstruction to visibility at street intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners, their guests, tenants and invitees, for any damages, injuries or deaths arising from any violation of this Section.

Section 9. Temporary Structures.

No building or structure of a temporary or portable character such as trailers, tents or shacks shall be permitted in the Property, except as approved by the ARB, and except for temporary improvements used solely in connection with the construction of approved permanent improvements and removed immediately upon completion of such construction. Neither Declarant nor any residential builder doing business in the Property shall be prohibited from erecting or maintaining temporary dwellings, model homes and other structures for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements, and further provided that any builder first obtains Declarant's written approval of such temporary dwelling, home or structure prior to installing or constructing same, such approval to be granted or denied by Declarant in Declarant's sole discretion.

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Section 10. Signs.

No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot without the prior written approval of the ARB; provided, however, street numbers and name signs on Lots and one sign containing not more than eight (8) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the affected Lot for sale or lease shall be permitted without prior approval. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this section. This section shall not apply to Declarant or to any residential builder doing business in the Property provided that any such builder first obtains Declarant's written approval of any such structures or materials prior to installing same, such approval to be granted or denied by Declarant in Declarant's sole discretion.

Section 11. Air Conditioning Equipment.

No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless previously approved by the ARB, which approval may be based on the adequacy of screening of such equipment. The ARB may prohibit window or wall air conditioning units altogether.

Section 12. Drainage Structures.

Unless first approved by the ARB and the District, no Owner including Declarant may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on or across any Lot, Common Property or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affect the drainage of or to neighboring Lots or the Common Property.

Section 13. Exterior Electronic or Electric Devices.

Except to the extent required to be permitted under applicable law, no exterior telecommunications, radio, microwave or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the Property without the prior written approval of the ARB.

Section 14. Subdivision.

No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot, and thereafter by the Board.

Section 15. Completion.

Upon commencement of construction of improvements on any Lot, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built shall keep the streets and areas adjacent to the Lot free from dirt, mud, garbage, trash or other debris occasioned by construction.

Section 16. Excavation.

No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement and must be in accordance with the Permit; and upon completion thereof exposed

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openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved landscape plan.

Section 17. Sidewalks.

If permitted by the City, then the Owner of each Lot shall construct at Owner's costs, prior to occupancy of the Dwelling on that Lot, a sidewalk along each boundary line of the Lot which abuts a platted street.

Section 18. Fences and Walls.

Except for walls constructed by Declarant, there shall be no fence or wall permitted on any Lot unless it has been approved by the ARB as to size, material, color, location, etc. Landscape buffers may be required by the ARB on the outside of any fences and walls. All fences must be wood or other material as approved by the ARB and installed with the posts and supports on the inside. Additionally, fences may only be permitted within drainage easements so long as the fence does not block the flow of water through the drainage easement. Notwithstanding anything herein to the contrary, so long as Declarant or builders designated by Declarant maintain any model homes within the Property, they shall have the right to fence all or any part of any Lots being used for parking for the term of such use.

Section 19. Yard Accessories and Play Structures.

All yard accessories and play structures, including basketball hoops or backboards and any other fixed games, shall be located at the side or rear of the Dwelling, except that, in the case of Dwelling(s) on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side street and to that portion of the rear yard which is no closer to the side street than a fence would be permitted to be located under Subsection 18(b), above. Basketball structures, either permanently mounted to Dwelling above the garage or mounted to a permanent pole, will be allowed only under the following conditions:

1. basketball hoops and structures must be well-maintained;
2. backboards must be transparent or white, NBA approved, with a limit of two colors of trim;
3. nets are limited to white nylon; and
4. the location of the basketball hoop and structure must first be approved by the ARB.

If pole-mounted, the pole must be metal, either black or galvanized and permanently mounted into the ground with a concrete base. No permanent basketball structures may be placed in any side yard.

Section 20. Use; Rentals.

Lots shall be used for single family residential purposes only; provided, however, there shall be no prohibition, or minimum time period, imposed on the lease or rental of any Lot or Dwelling. Lots and Dwellings may be rented for any length of time without restriction, including by way of example short term rentals of one month or less.

Section 21. Pools.

Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side street lot line.

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Section 22. Dwellings.

(a) No Dwelling shall contain less than Eighteen Hundred (1800) square feet of air conditioned area under roof, exclusive of screened area, open porches, terraces, patios and garage.

(b) Each Dwelling shall have an attached fully enclosed garage capable of housing not less than two (2) standard sized automobiles, which shall not be enclosed for use as a living area.

(c) Setbacks for Dwellings shall be in accordance with all governmental requirements having jurisdiction within the Subdivision.

(d) No Dwelling shall exceed two (2) stories in height.

(e) Except as permitted pursuant to Section 13 or by the ARB, no projections of any type other than chimneys, skylights and vent stacks shall be placed or permitted to remain above any roof of the Dwelling.

(f) No Dwelling shall have exposed structural block on its front elevation.

(g) All driveways shall be constructed of solid concrete or decorative pavers approved by the ARB.

(h) All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a street or other Lot. This provision shall not apply to central air conditioning compressor units (see Section 11).

Section 23. Tree Removal and Landscaping.

Except by Declarant, trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut or removed without the prior written consent of the ARB; provided, however, trees located within six feet (6') of the location of the Dwelling as approved by the ARB may be removed without prior approval. More restrictive arbor ordinances or environmental laws shall control in the event of conflict herewith. There shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns except in approved landscape or retained natural areas. All areas of each Lot not covered by building improvements or included within approved gardens and natural areas shall be sodded prior to occupancy of the Dwelling on that Lot. Unless prohibited by law, natural areas shall be finished by removal of underbrush and addition of mulch.

Section 24. Collection.

All garbage and refuse shall be placed for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

Section 25. Pumping or Draining.

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The Owner of any Lot which includes or is adjacent to any pond, creek, bay head, or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom.

Section 26. Ramps.

No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side street.

Section 27. Declarant Reservation.

Any provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association shall interfere with the completion of Declarant's planned improvements and the sale of the Lots. Declarant may make such lawful use of the unsold Lots and the Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit the Declarant from taking a particular action, nothing in this Declaration shall be understood or construed to prevent or prohibit Declarant from any of the following:

(a) Doing on any property owned by it whatever it determines to be necessary or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by the Declarant at any time and from time to time, without notice); or

(b) Erecting, constructing and maintaining on any property owned or controlled by Declarant such structures as may be reasonably necessary for the conduct of its business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

(c) Conducting on any property owned or controlled by Declarant, its business of developing, subdividing, grading and constructing improvements in the Property and of disposing of Lots therein by sale, lease or otherwise; or

(d) Determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Property; or

(e) Maintaining such sign or signs on any property owned or controlled by Declarant as may be necessary or desired in connection with the operation of any Lots owned by Declarant or the sale, lease, marketing or operation of Lots; or

(f) Filing Supplemental Declarations which modify or amend this Declaration, which add or withdraw Additional Property as provided in this Declaration, or otherwise limit or impair the Declarant from effecting any action which may be required of Declarant by the [City or County] or any other federal, state or local governmental or quasi-governmental agency in connection with the development and continuing operation of the Property; or

(g) Modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property or utilizing all or portions of the Common Property for

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construction access or staging (provided that same does not impair existing access or utility services to the Lots); or

(h) Causing utilities to be available to all portions of the Property, including, but not limited, to the granting of easements and rights of way as may be necessary to locate, install and maintain facilities and connections.

Section 28. Conservation Tracts.

If any conservation tract is specifically designated as such on any plat of the Property, then, except for those alterations made by Declarant and those additional alterations which may be permitted by applicable governmental authorities and the ARB, there shall be no further clearing, construction, grading or alteration of those tracts.

Section 29. Mailboxes.

Each Owner shall install a U.S. Postal Service-approved mailbox with size, shape and color meeting the requirements of the Declarant. The mailbox shall be mounted on a vertical post also meeting the requirements of the Declarant.

Section 30. Security Bars.

No security bar system may be installed on any window or door of any Dwelling in the Property.

Section 30. Emergency Gate. The emergency entrance situated between The Glen and Wingspread 2 and 3 Subdivision shall only be utilized by the Sheriff's Department, Fire Department, Police Department and the U. S. Postal Office.

Section 31. Surface Water Management System Facilities.

No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities.

Section 32. Variances.

The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article IX and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article IX in any instance in which such variance is not granted.

ARTICLE X

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner may impose any additional covenants or restrictions on any part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lots, and thereafter without the prior written approval of the Board.

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ARTICLE XI

AMENDMENT

The holders of at least two-thirds (2/3) of the votes in the Association (without regard to class) may change or amend any provision hereof either (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same recorded in the Public Records of Lake County. Any proposed amendment may be initiated by Declarant, the Association, or petition signed by ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment, or the certified copy of the duly adopted resolution, among the Public Records of Lake County.

ARTICLE XII

HUD/FHA/VA AND DISTRICT APPROVAL RIGHTS

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of this Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, any amendment to this Declaration of Covenants, Conditions and Restrictions which alters the Surface Water Management System beyond maintenance in its original condition, including the surface water management portions of the Common Property, must have the prior approval of the District. This Declaration may not be amended without the prior written consent of the District if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Surface Water Management System for the Property.

ARTICLE XIII

DURATION AND TERMINATION

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records of Lake County.

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ARTICLE XIV

ENFORCEMENT

Section 1. Compliance by Owners.

Every Owner and all guests, tenants and invitees of any Member, shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement.

Failure of an Owner or that Owner's tenants, licensees, invitees and guests to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of the Common Property (except for legal access and utilities) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs. If any person shall violate or attempt to violate this Declaration, it shall be lawful for Declarant, any Owner, or the Association: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate this Declaration; (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations; or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built or there shall exist on any Lot any structure, thing or condition which violates this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an individual assessment to be treated and collected as set forth in Article VI, and such entry and abatement or removal shall not be deemed a trespass or make Declarant or Association, or the agents or employees of either, liable for any damages on account thereof. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Declarant, the Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

The District shall also have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to maintenance, operation and repair of the Surface Water Management System.

Section 3. Fines.

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, licensees, invitees and guests to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days' notice of such meeting shall be given.

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(b) Hearing. The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts. The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(i) For each violation, a fine not exceeding One Hundred Dollars (\$100.00).

(ii) For a violation or violations which are of a continuing nature after notice thereof (even if in the first instance), a fine not exceeding One Thousand Dollars (\$1,000.00).

(d) Payment and Collection of Fines. Fines shall be treated as an individual assessment subject to the provisions for the collection of individual assessments, and the lien securing same, as set forth elsewhere in this Declaration.

(e) Application of Proceeds . All moneys received from fines shall be allocated as directed by the Board of Directors.

(f) Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fines paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(g) CPI. Unless limited by law, specific dollar amounts stated in this Section shall increase from time to time by application of a nationally recognized consumer price index chosen by the Board of Directors, using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

ARTICLE XV

DAMAGE OR DESTRUCTION TO COMMON PROPERTY

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

Section 1. Sufficient Insurance Proceeds.

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

Section 2. Insufficient Insurance Proceeds.

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If the insurance proceeds are not sufficient to effect total restoration of the Common Property, then the Association shall cause such portions for the Common Property to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a special assessment against each of the Owners in accordance with the provisions of Article VI of this Declaration.

Section 3. Negligence or Willful Misconduct.

Each Owner shall be liable to the Association for the cost to repair any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner or that Owner's tenants, guests or invitees. In addition, the Association shall have the right to charge any Owner for the increase, if any, in the insurance premium attributable to damage caused by such Owner or that Owner's tenants, guests or invitees. The sums due from an Owner hereunder shall be an individual assessment against the Owner and that Owner's Lot and may be collected as provided elsewhere in this Declaration for the collection of individual assessments.

ARTICLE XVI

MORTGAGEE PROTECTION

Section 1. Records and Notices.

The Association shall make available to all Owners and to all holders of mortgages on Lots, and to insurers and guarantors of any first mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws, rules and regulations, and the books and records of the Association (including the budget). Such persons shall be entitled, upon prior written request, (i) to receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) to receive notices of and attend Association meetings, (iii) to receive notice from the Association of an alleged default by any Owner in the performance of such Owner's obligations under this Declaration, the Articles or Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default and to the extent that the mortgagee, insurer and/or guarantor has an interest, by virtue of the mortgage, in the Lot owned by the defaulting Owner, and (iv) to receive notice of any substantial damage or loss to the Common Property.

Section 2. Adverse Events.

Any holder, insurer or guarantor of a mortgage on a Lot shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot, and (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 3. Taxes and Other Charges.

After thirty (30) days written notice to the Association, any holder, insurer or guarantor of a mortgage on a Lot shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against or loss of the Association's title to any portion of the Common Property, and to receive prompt reimbursement from the Association.

Section 4. Insurance Premiums.

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After thirty (30) days written notice to the Association, any holder, insurer or guarantor of a mortgage on a Lot shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive prompt reimbursement from the Association.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Notice.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 2. Enforcement.

Without limiting the generality of Article XIV, enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Interpretation.

The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

Section 4. Severability.

Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Effective Date.

This Declaration shall become effective upon its recordation in the Public Records of the County.

Section 6. Conflict.

This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and said Articles shall take precedence over the By-Laws and any rules hereinafter promulgated.

Section 7. Cooperation.

Each Owner, by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to cooperate in, and support, any and all zoning, administrative, governmental and/or quasi-governmental filings, {OR484896;2}

applications, requests, submissions and other actions necessary or desired for development and/or improvement of the Property, including, without limitation, signing any required applications, plats, etc. as the owner of any portion of the Property owned or controlled thereby when necessary or requested.

Section 8. Easements.

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. All parties using easements granted in this Declaration shall use reasonable efforts to minimize interference with all other permitted uses of the easements and the property subject thereto and shall restore any damage to such property caused in the exercise of any rights granted in any such easement.

Section 9. No Public Right or Dedication.

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

Section 10. Constructive Notice and Acceptance.

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot.

Section 11. Execution of Documents Required by the City.

The Declarant's plan for the development of The Glen may require from time to time the execution of certain documents required by the City. To the extent that said documents require the joinder of any or all Owners in The Glen, each of said Owners, by virtue of his acceptance of a deed to his Lot, does irrevocably give and grant to the Declarant, or any of its officers individually, full power of attorney to execute said documents as his agent and in his place and stead.

ARTICLE XVIII

DISCLAIMERS

Section 1. Disclaimer of Representations or Warranties.

EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT

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BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

Section 2. General.

Notwithstanding anything contained herein or in the Articles, bylaws and rules and regulations of the Association or any other document governing or binding the Association, Declarant or the Property (collectively, the "constituent documents"), neither the Association nor the Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property including, without limitation, residents and their families, agents, employees, contractors, guests or invitees, or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the constituent documents that the various provisions thereof which are enforceable by the Association or Declarant or which govern the uses of the Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, nor has been created, to act as an entity which enforces or ensures compliance with the laws of the United States, State of Florida, the [City or County] or any other jurisdiction, or prevents tortious activities; and

(c) any provisions of the constituent documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for such reason.

Each Owner (by virtue of its, his or her acceptance of title to its, his or her Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article XVIII and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association or Declarant and arising from or connected with any matter for which the liability of the Association or Declarant has been disclaimed in this Article or in this Declaration generally.

As used in this Article XVIII, the words "Association" and "Declarant" shall each include within their meanings all of the respective directors, officers, committees and board members, employees, agents, contractors (including without limitation management companies), and successors and assigns of each.

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

Signed, sealed and delivered in the presence of:

DECLARANT:

A. A. Moukhtara Company
a Florida corporation

Patricia A. Maynard
Print Name: **Patricia A. Maynard**

By: *[Signature]*
Name: **MICHEL MOUKHTARA**
Title: **PRESIDENT**

[Signature]
Print Name: **Richard P. Newman**

(CORPORATE SEAL)

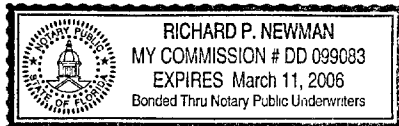
STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 24 day of ~~November~~ ^{Feb.}, 2004 by Michel A. Moukhtara, the President of A. A. Moukhtara Company, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Signature]
Name: **Richard P. Newman**
Title: Notary Public
My Commission Expires: _____

(NOTARY STAMP)

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THE GLEN PHASE 1,2,3.
LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND RUN S 88°55'13" E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 AND ALONG THE NORTH LINE OF LOT 31 OF WINGSPREAD, A SUBDIVISION RECORDED IN PLAT BOOK 38, PAGES 64 THROUGH 67 INCLUSIVE, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 825.00 FEET; THENCE N01°02'58" E ALONG THE EAST LINE OF THE WEST RANGE 24 EAST A DISTANCE OF 275.00 FEET; THENCE S 88°55'13" W PARALLEL WITH THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 A DISTANCE OF 292.50 FEET; THENCE N 01°02'58" E, PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 8, A DISTANCE OF 500.00 FEET TO A POINT; THENCE S 88°54'45" E 10.25 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN N42°30'55"E 58.16 FEET; THENCE N03°59'34"W 51.94 FEET; THENCE N24°27'34"W 73.72 FEET; THENCE N31°56'26"W 125.13 FEET; THENCE N11°55'03"W 50.16 FEET; THENCE N07°31'48"E 43.70 FEET; THENCE N23°42'30"E 92.64 FEET; THENCE N38°26'09"E 99.69 FEET; THENCE 52°56'23"E 106.90 FEET; THENCE N62°39'19"E 93.81 FEET; THENCE N78°24'57"E 37.17 FEET; THENCE N08°37'13"W 106.75 FEET TO A POINT ON A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 430.51 FEET, A CHORD BEARING OF S70°07'21"E AND A CHORD LENGTH OF 428.28 FEET; THENCE RUN SOUTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 59°39'27" FOR 448.26 FEET; THENCE S28°06'42"E 62.53 FEET; THENCE S18°27'10"E 72.34 FEET; THENCE S01°10'08"E 81.08 FEET; THENCE N79°06'32"E 76.56 FEET; THENCE N 53°52'10" E 147.10 FEET; THENCE N 53°42'16" E 50.00 FEET; THENCE N 54°39'30" E 150.02 FEET; THENCE N 58°04'03" E 195.37 FEET; THENCE N 88°01'43" E 249.42 FEET; TO A POINT ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 400.00 FEET, A CHORD BEARING OF S08°06'00"W, AND A CHORD LENGTH OF 100.51 FEET; THENCE RUN SOUTHERLY ALONG THE ARC THEREOF, THROUGH A CENTRAL ANGLE OF 14°26'11" FOR 100.53 FEET; THENCE S00°52'55" W 33.00 FEET TO A POINT; THENCE S 89°07'05" E 352.68 FEET TO A POINT; THENCE S 01°05'10" W 42.17 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MYRTLE LAKE ROAD; THENCE ALONG THE SAID NORTH RIGHT OF WAY LINE OF MYRTLE LAKE ROAD N 89°07'05" W 32.40 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MYRTLE LAKE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MYRTLE LAKE ROAD S 00°56'52"W 743.40 FEET TO A POINT ON THE SAID WEST RIGHT OF WAY LINE OF MYRTLE LAKE ROAD; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE S 67°10'00" W 687.39 FEET TO A POINT; THENCE N 32°50'20" W 222.19 FEET TO A POINT; THENCE IN A NORTHERLY DIRECTION AND ALONG THE NORTH LINE OF WINGSPREAD PHASE 3, RECORDED IN PLAT BOOK 52, PAGES 93-96, N69°31'49" W 785.26 FEET TO A POINT ON SAID NORTH LINE OF WINGSPREAD PHASE 3; THENCE CONTINUE ALONG SAID NORTH LINE OF WINGSPREAD PHASE 3 N 88°54'45" W 254.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.633 ACRES MORE OR LESS.

EXHIBIT "A"

Exhibit "C"
BY-LAWS
OF
THE GLEN HOMEOWNERS ASSOCIATION OF FRUITLAND PARK, INC.

ARTICLE I
IDENTITY AND LOCATION

These are the By-Laws of THE GLEN HOMEOWNERS ASSOCIATION OF FRUITLAND PARK, INC., herein called the Association, a corporation not for profit organized and existing under Chapter 617, Florida Statutes, for the purpose of administering the Property, as defined in and in accordance with the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for The Glen (the Declaration). The principal office of the Association shall be located at 14197 South U.S. Highway 441, Lake City, Florida 32024, but meetings of the Board of Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II
GENERAL

Section 1. Incorporation of Declaration. As supplemented herein, the regulation of the business and affairs of the Association shall be governed by certain provisions of the Declaration, as amended from time to time, which are incorporated herein by reference as if set forth verbatim.

Section 2. Definitions. The definitions set out in the Declaration are incorporated herein by reference.

ARTICLE III
ASSOCIATION PURPOSES AND POWERS

Section 1. Association's Purposes. The Association has been organized for the purposes set forth in the Declaration and Articles, including, without limitation, the following:

- (a) to own, operate, maintain and convey the Common Property and to operate and maintain Areas of Common Responsibility, including but not limited to the Surface Water Management Facilities and any personal property owned by the Association;

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- (b) to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Common Property and the Areas of Common Responsibility;
- (c) to fix assessments to be levied against the Lots in the Property;
- (d) to enforce any and all covenants and agreements contained in the Declaration; and
- (e) to pay taxes and insurance, if any, on the Common Property.

Section 2. Records of the Association. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility;
- (b) A copy of these By-Laws and of each amendment thereto;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration and each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors;
- (g) All of the Association's insurance policies or copies thereof;
- (h) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; and
- (i) The financial and accounting records of the Association, kept according to good accounting practices, which financial and accounting records shall be maintained for a period of at least seven (7) years. The financial and accounting records shall include: (1) accurate, itemized, and detailed records of all receipts and expenditures, (2) a current account and a periodic statement of Assessments or other charges, the due date and amount of each Assessment or other charge, the date and amount of each payment on the account, and the balance due, (3) all tax returns, financial statements, and financial reports of the Association, and (4) any other records that identify, measure, record, or communicate financial information.

Section 3. Inspection of Records. The official records of the Association shall be maintained within the state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days

after receipt of written request for access. This Section may be complied with by having a copy of the records available for inspection or copying in the community.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Association shall be held within one year from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Business transacted at the Annual Meeting shall include the election of directors of the Association.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the president or by the Board of Directors, and shall be called upon written request of Members entitled to vote one-fourth (1/4) of all votes in the Association.

Section 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote there at, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature thereof.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If such quorum is not present or represented at any meeting, the Members entitled to vote there at shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of title to that Member's Lot.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Board of Directors; Selection; Terms of Office. The affairs of the Association shall be managed by a Board of Directors consisting of three (3), five (5), or seven (7) members. Initially the Board of Directors shall consist of three (3) Directors who shall be selected by the Declarant. The Declarant shall have the sole right to appoint and remove any

member or members of the Board of Directors of the Association pursuant to Article II of the Declaration so long as Declarant shall own ten percent (10%) or more of the Lots in the Property. Within three (3) months after Declarant owns less than ten percent (10%) of the Lots in the Property, the members of the Board shall be determined as set forth in Article VI herein. Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Property.

Section 2. Vacancies in the Board of Directors. Vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, or by a sole remaining Director, and any such appointed Director shall serve for the remaining term of his predecessor.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. At such time as the Declarant owns less than 10% of the Lots in the Property (and with the exception of the one (1) Director Declarant is entitled to elect as set forth in Article V, Section 1 above), nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Association prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. When the Board of Directors is chosen by the Nominating Committee, said election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted and votes must be made in person at a Members' meeting or by ballots the Members personally cast.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Board of Directors' Powers. The Board of Directors shall have power:

- (a) to call special meetings of the Board;
- (b) subject to Article IX herein, to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their

compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Officer or Director of the Association in any capacity whatsoever;

- (c) to establish, levy and assess, and collect assessments or charges in accordance with the Declaration;
- (d) to adopt and publish rules and regulations governing the use of the Common Property and Areas of Common Responsibility;
- (e) to exercise for the Association all powers, duties and authority vested in or delegated to the Association;
- (f) to fill vacancies on the Board of Directors pursuant to Article V above;
- (g) to appoint an Executive Committee of three (3) Directors and delegate all or any portion of the powers of the Board of Directors to this Executive Committee, subject to the limitations on the authority of the Executive Committee imposed by law;
- (h) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (i) to take such other action as provided in the Declaration.

Section 2. Board of Directors' Duties. It shall be the duty of the Board of Directors:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by at least one-fourth (1/4) of the Class "A" Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - 1. fix the amount of the annual assessment against each Lot;
 - 2. send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and
 - 3. foreclose the lien against any Lot for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A

reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment as against third parties relying thereon;

- (e) procure and maintain adequate liability, hazard and other insurance on any Common Property;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, if the Board deems appropriate;
- (g) cause the Common Property, Areas of Common Responsibility, and the Master Surface Water Management System for the Property, to be maintained.
- (h) to prepare the annual budget in accordance with the Declaration;
- (i) to prepare a roster of the Owners and Lots and the assessments applicable thereto, which roster shall be kept in the office of the Association; and
- (j) to send written notice of each assessment to each Owner as provided in the Declaration.

Section 3. Resignation. A Director of the Association may resign at any time by giving a written notice to the Board of Directors of the Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. So long as Declarant shall own ten percent (10%) or more of the Lots in the Property, any Director may only be removed, with or without cause, by the Declarant. Thereafter, except as otherwise provided in the Declaration, any Director may be removed, with or without cause, by a two-thirds (2/3) vote of the members of the Board.

Section 5. Directors' Fees. There shall be no Directors fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

ARTICLE VIII

DIRECTORS' MEETINGS

Section 1. Directors' Annual Meeting. The annual meeting of the Board of Directors shall be held at the discretion of the Board of Directors with ample notice given to each member.

Section 2. Notice. Not less than ten (10) days written notice of such annual meeting shall be given to each Director.

Section 3. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and at such place and hour as may be fixed from time to time by a majority of

the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 4. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days notice to each Director.

Section 5. Waiver of Notice. A Director may waive notice of a meeting of the Directors before or after the date and time stated in the notice. Except as otherwise provided in this Section 4, the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or corporate records. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, except where the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting. If a meeting otherwise valid of the Board of Directors is held without notice where such is required, any action taken at such meeting shall be deemed ratified by a Director who did not attend, unless after learning of the action taken and of the impropriety of the meeting, he makes prompt objection thereto. Objection by a Director shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

Section 6. Action Upon Written Consent Without a Meeting. Action of the Board of Directors may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board of Directors.

Section 7. Board Quorum and Voting. The Majority of the Board of Directors shall constitute a quorum thereof. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.

ARTICLE IX

OFFICERS

Section 1. Association Officers. The Officers shall be a President, a Secretary and a Treasurer. The officers may be, but shall not be required to be, members of the Board of Directors. However, each officer must be either a Member of the Association or an officer, director or agent either of Declarant or of a general partner of Declarant.

Section 2. Election of Officers. The Declarant shall have the sole right to appoint and remove any officer of the Association so long as Declarant shall own ten percent (10%) or more of the total number of Lots in the Property. Thereafter, all officers shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. When a final decision regarding an expenditure of Association funds is to be made by such special appointment, no vote may be made by proxy or secret ballot.

Section 5. Multiple Offices. The holding of multiple offices shall be permitted.

Section 6. Duties. The duties of the officers are as follows:

(a) President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and of the Board of Directors. Except where otherwise provided by law or these Bylaws, the president shall have the general powers and duties of supervision and management of the Association, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall co-sign all promissory notes, and shall perform all such other duties as are incidental to his or her office or as are required by the Board.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board or the president.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X

LIABILITY AND INDEMNIFICATION

Section 1. Liability of Board Member. No Board Member or Officer of the Association shall be liable to any Owner for any decision, action or omission made or performed

by such Board Member or Officer in the course of his duties unless such Board Member or Officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these By-Laws.

Section 2. Indemnification. To the fullest extent allowed by Section 617.0831, Florida Statutes, as same may be amended, and subject to any limitations set forth in the Declaration or Articles, the Association shall indemnify the Directors, Officers, employees, agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification.

ARTICLE XI

INSURANCE

The Board of Directors or its duly authorized agent shall obtain hazard insurance for improvements to the Common Property and Areas of Common Responsibility and a broad form public liability policy covering all Common Property and Areas of Common Responsibility and all damage or injury caused by negligence of the Association or any of its agents as more fully described in the Declaration.

ARTICLE XII

AMENDMENTS

These By-Laws may be amended or repealed and new By-Laws adopted by the Directors so long as Declarant has the authority to appoint the Directors and thereafter by a majority vote of the Board of Directors present, in person or by proxy, and entitled to vote at a regular or special meeting of the Board; provided that any matter which is in fact governed by the Declaration may not be amended except as provided in the Declaration. Notwithstanding anything herein to the contrary, HUD, FHA and VA shall have the right to veto any amendments to these Bylaws as long as a Class "B" membership exists.

ARTICLE XIII

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XIV

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the

Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XV

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual, special and individual assessments which are secured by a lien upon the property against which the assessment is made.

ARTICLE XVI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "The Glen Homeowners Association of Fruitland Park, Inc., a Florida not for profit corporation", and the year of incorporation in the center of that circle.

ARTICLE XVII

GENERAL

Section 1. Conflicts. It is intended that the provisions of the Declaration which apply to the governance of the Association, as supplemented by the provisions in these By-Laws which are not contained in the Declaration, shall operate as the By-Laws of the Association. In the case of any conflict between such provisions set forth in the Declaration and these By-Laws, the Declaration shall control.

Section 2. Waiver. No provision of these By-Laws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. Severability. The provisions of these By-Laws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 4. Captions. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision.

Section 5. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

Section 6. Roberts Rules. All meetings of the membership of the Board of Directors shall be conducted in accordance with Roberts Rules of Orders Revised.

Section 7. Fiscal Year. The fiscal year of the Association shall be the calendar year or such other period as shall subsequently be determined by the Board of Directors.

IN WITNESS WHEREOF, we, being all of the directors of The Glen Homeowners Association of Fruitland Park, Inc., have adopted these Bylaws as the Bylaws of the Association this ____ day of February, 2005.

Michel Moukhtara, Director

Exhibit "B"

ARTICLES OF INCORPORATION

OF

THE GLEN HOMEOWNERS ASSOCIATION OF FRUITLAND PARK, INC.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is THE GLEN HOMEOWNERS ASSOCIATION OF FRUITLAND PARK, INC. (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal place of business and the mailing address of the Association is located at 14197 South Highway 441, Lake City, Florida 32024.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 1000 W. Main Street, Leesburg, Florida 34748 and the name of the initial registered agent to accept service of process within the State of Florida at that address is Richard P. Newman.

ARTICLE IV

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Declaration of Covenants, Conditions and Restrictions for The Glen recorded or to be recorded in the Public Records of Lake County, Florida, as it may from time to time be amended (hereinafter called the "Declaration").

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ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the Members thereof. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, operation and improvement of the Property and Areas of Common Responsibility. Except to the extent maintenance of any portion of the Surface Water Management System has been assumed by any governmental authority, the Association shall operate, maintain and manage the Surface Water Management System Facilities in a manner consistent with the permit therefor issued by the District and in accordance with applicable District rules. The Association shall levy and collect adequate assessments against Members of the Association for the costs of operation, maintenance and management of the Surface Water Management System Facilities.

ARTICLE VI

MEMBERSHIP

Section 1. Members. Every person or entity who is a record Owner of a fee interest in any Lot in the Property shall be a Member of the Association. Declarant shall also be a Member for so long as Declarant owns any portion of the Property. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. The Association membership of each Owner (other than Declarant) shall be appurtenant to and may not be separated from the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

Section 2. Classes. The Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.

(b) Class "B". The sole Class "B" Member shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot in the Property owned by Declarant, plus three (3) votes for each potential subdivision lot that has not yet been annexed but which

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could be developed upon the lands eligible for annexation to the Property under the terms of the Declaration. Upon the execution of these Articles of Incorporation, Declarant shall have One Hundred Sixty Two (162) Class "B" votes representing three (3) votes for each of the Fifty Four (54) Lots in the Phase 1-3 Property, plus three (3) votes for each of the One Hundred Eighty Three (183) potential residential subdivision lots not yet included in the Property but which could be developed and annexed to the Property. In all, Declarant expects but shall not be required to develop and submit a total of Two Hundred Thirty Seven (237) residential lots to this Declaration and to the jurisdiction of the Association

(c) Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

(i) When the total outstanding Class "A" votes in the Association equals or exceeds the total outstanding Class "B" votes; or

(ii) Ten (10) years from the date of recording the Declaration;
or

(iii) At such earlier time as Declarant, in its discretion, may so elect.

Upon the happening of any one of these events, Declarant shall call a special meeting of the Members to advise of the termination of Class "B" membership.

Section 3. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) Class "A" vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot. If more than one Class "A" vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed and administered by a Board of Directors consisting of three (3), five (5), or seven (7) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board; provided that there shall always be an odd number of directorships created. The number of directors may be changed by amendment to the Bylaws of the Association. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

NAME

ADDRESS

Michel Moukhtara

14197 South U.S. Highway 441
Lake City, Florida 32024

Any other provision of this Article VII to the contrary notwithstanding, Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than three (3) months after ninety percent (90%) of the Lots for all phases of The Glen that will ultimately be operated by the Association have been conveyed to Owners. Until then, Declarant shall be entitled to appoint all members of the Board of Directors. Thereafter, Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of The Glen. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors. Interim vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, and any such appointed Director shall serve for the remaining term of his predecessor. After Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the directors by majority vote, for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE VIII

OFFICERS

The day-to-day affairs of the Association shall be administered, subject to the direction and authority of the Board of Directors, by the officers of the Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

	<u>NAME</u>	<u>ADDRESS</u>
President/ Secretary/Treasurer:	Michel Moukhtara	14197 U. S. Highway 441 Lake City, Florida 32024

ARTICLE IX

DURATION

The Association shall commence to exist upon the filing of these Articles with the Florida Department of State, and the Association shall thereafter exist in perpetuity.

ARTICLE X

AMENDMENTS

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

Section 1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 2. Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes. Subject to the terms of Articles XIV, any amendment to these Articles of Incorporation shall require the assent of two thirds (2/3) of the votes of the entire membership without regard to class.

Section 3. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Lake County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded.

Section 4. Limitations. No amendment shall be made that is in conflict with the Declaration.

ARTICLE XI

BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

Section 2. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Section 1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 1, whether or not the Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XIII

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

ARTICLE XIV

REQUIRED APPROVALS

Notwithstanding anything in these Articles to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of additional property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of the Declaration or these Articles, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured or

{OR484970;1}

purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System Facilities must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XV

INCORPORATOR

The name and street address of the sole incorporator to these Articles of Incorporation is as follows:

Michel Moukhtara
14197 South Highway 441
Lake City, Florida 32024

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this _____ day of February, 2005.

Name: Michel Moukhtara
Incorporator

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing Articles of Incorporation were acknowledged before me this _____ day of February, 2005, by Michel Moukhtara, who is personally known to me.

NOTARY PUBLIC
Print Name:
My Commission Expires:

**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS**

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

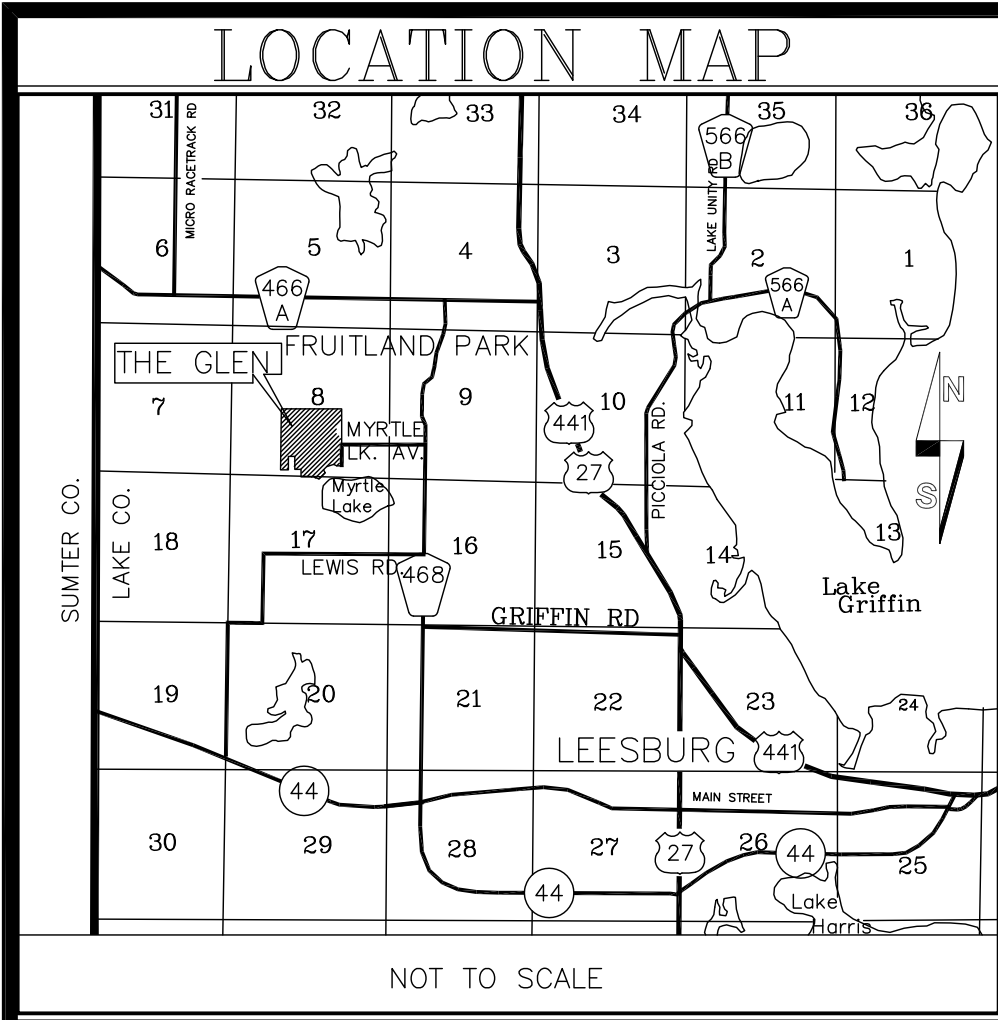
THE GLEN HOMEOWNERS ASSOCIATION OF FRUITLAND PARK, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 1000 W. Main Street, Leesburg, Florida, has named Richard P. Newman, located at the above-registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.

Registered Agent:

Name: Richard P. Newman
Dated: February ____, 2005



THE GLEN PHASE 10

A Subdivision in the City of Fruitland Park
 Being a Portion of:
 Section 8, Township 19 South, Range 24 East
 Lake County, Florida

DESCRIPTION THE GLEN PHASE 10:

That part of the East 1/2 of the Southwest 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, described as follows; from the Northeast corner of said East 1/2 of the Southwest 1/4 of Section 8, Township 19 South, Range 24 East, run N 89°22'17" W, along the north boundary of the East 1/2 of the Southwest 1/4 of said Section 8, a distance of 308.46 feet, to the Point of Beginning of the following described parcel; from said Point of Beginning, continue N 89°22'17" W, along said north boundary, a distance of 268.98 feet; thence S 01°05'32" W, a distance of 143.41 feet; thence S 88°54'28" E, a distance of 53.12 feet; thence S 37°15'30" W, a distance of 61.93 feet; thence N 88°54'28" W, a distance of 50.00 feet; thence S 03°55'27" W, a distance of 588.53 feet; thence S 88°54'28" E, a distance of 43.04 feet; thence S 06°24'05" E, a distance of 131.80 feet, to a point on a curve concave southerly and having a radius of 635.00 feet; thence Easterly along the arc of said curve, through a central angle of 6°16'53", a distance of 69.62 feet (Chord Bearing N 86°44'22" E and Chord Length 69.58 feet), to a Point of Reverse Curve concave northwesterly and having a radius of 25.00 feet; thence run Northeasterly and Northerly, along the arc of said curve, through a central angle of 88°47'16", a distance of 38.74 feet (Chord Bearing N 45°29'10" E and Chord Length 34.98 feet), to the end of said curve; thence S 82°38'54" E, a distance of 50.30 feet; thence N 01°05'32" E, a distance of 102.09 feet; thence S 88°54'28" E, a distance of 133.34 feet, to the Southwest corner of THE GLEN PHASE'S 7 & 8, recorded in Plat Book 59, Pages 25-26, Public Records of Lake County, Florida; thence along the west boundary of THE GLEN PHASE'S 7 & 8, the following courses; N 01°05'32" E, a distance of 175.57 feet; thence S 89°14'27" E, a distance of 42.00 feet; thence N 01°05'32" E, a distance of 120.00 feet; thence S 89°14'27" E, a distance of 67.20 feet; thence N 00°45'33" E, a distance of 50.00 feet; thence N 89°14'27" W, a distance of 28.56 feet; thence N 00°45'33" E, a distance of 125.00 feet; thence N 89°14'27" W, a distance of 81.05 feet; thence N 00°16'27" E, a distance of 316.66 feet; to the Point of Beginning, and end of this description; area described contains 6.41 acres.

NOTICE:

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

NOTES:

- 1) Bearings are based on the recorded plat of THE GLEN PHASE'S 7 & 8, as recorded in Plat Book 59, Pages 25 and 26, Public Records of Lake County, Florida, and the centerline of Daybreak Drive as being N89°14'27"W.
- 2) Distances are shown in U.S. survey feet and decimals thereof.
- 3) Lot corners have been set in accordance with Chapter 177.091 (9), Florida Statutes.
- 4) All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electric Safety Code as adopted by the Florida Public Service Commission.
- 5) PCP's to be set prior to expiration of bond or other surety.
- 6) The Title Opinion is to be filed as a separate document.
- 7) No construction, trees, or shrubs will be placed in easements or rights-of-way without the City of Fruitland Park approval.
- 8) It is the responsibility of the property owner to operate and maintain any storm water management system not located within the right of way of the road unless such responsibility is voluntarily assumed by the City of Fruitland Park.

Prepared by:

Billy Earl Owens, PSM
 Professional Surveyor and Mapper
 Address: 39 CR 494
 Lake Panasoffkee, FL 33538
 PH: 352-793-2854

PLAT BOOK _____
 AND PAGE _____

DEDICATION FOR THE GLEN PHASE 10

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, does hereby dedicate said lands and plot for the uses and purposes thereon expressed, all streets and right of ways shown on this plat ore hereby dedicated in perpetuity to the City of Fruitland Park for the use and benefit of the public for proper purposes; all utility easements shown are dedicated in perpetuity to the City of Fruitland Park for construction, installation, maintenance and operation of utilities by any utility provider, including cable television services, in compliance with such ordinances and regulations as may be adopted from time to time by the City Commission of Fruitland Park; all drainage easements and storm water management tracts or easements as shown are dedicated in perpetuity for construction and maintenance of drainage facilities and shall be perpetual maintenance obligation of The Glen Homeowners' Association, Inc.; park and recreation areas as shown are dedicated in perpetuity for the use and enjoyment of the owners of lots in this subdivision and shall be the perpetual maintenance obligation of The Glen Homeowners' Association Inc.

IN WITNESS WHEREOF,
 The undersigned owner has executed this Dedication in the manner provided by law, on _____,
 Signed, Sealed and delivered in our presence as witnesses:

WITNESS:	GRANTEE:
_____	A. A. Moukhtara, Inc.
Signature	a Florida Corporation

Print Name	by: Michel Moukhtara, President

Signature	

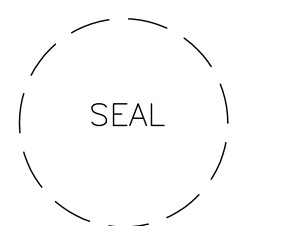
Print Name	

STATE OF FLORIDA
 COUNTY OF LAKE
 The foregoing Dedication was acknowledged before me, an officer duly authorized to take acknowledgements in the State of Florida and County of Lake, this _____ day of _____ 20____, by Michel Moukhtara, President, on behalf of A. A. Moukhtara, Inc., a Florida Corporation.

He [] is personally known to me, or [] has produced _____ as identification.

NOTARY PUBLIC - STATE OF FLORIDA

Signature: _____
 Print Name: _____
 My commission expires _____



CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENCE, That the undersigned, being a Florida licensed and registered Surveyor and Mapper, does hereby certify that on May 23, 2018, he completed the survey of the lands described on this plat; that this plat is a correct representation of the lands herein described and platted or subdivided, and that Permanent Reference Monuments and Permanent Control Points have been placed and that this plat meets the requirements of Chapter 177, Florida Statutes, and is located in Fruitland Park, Florida.

Billy Earl Owens
 Professional Surveyor and Mapper
 39 County Road 494
 Lake Panasoffkee, Florida 33538

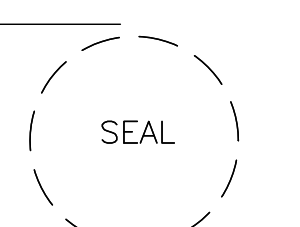


Billy Earl Owens, PSM
 Florida Registration No. 3522 Date _____

RECORD PLAT REVIEW STATEMENT

"Pursuant to Section 177.081, Florida Statutes, I have reviewed this Plat for conformity to Chapter 177, Florida Statutes, and find that said Plat complies with the technical requirements of that chapter; provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this Plat."

Date: _____
 Name: _____
 Florida Registered Surveyor and Mapper,
 Registration No. _____



CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That this plat was presented to the _____ City Council of _____ Fruitland Park _____ Lake County, Florida and approved by said _____ City Council of _____ Fruitland Park for record, and the dedication of _____ the streets and easements _____ are accepted for municipal purposes of said city on the _____ day of _____, provided it is recorded in the Office of the Clerk of the Circuit Court of LAKE COUNTY, FLORIDA, within _____ 90 _____ days from the date of approval by said _____ City Council _____ CITY OF _____ Fruitland Park _____, FLORIDA.

Attest: _____ Clerk
 Approved as to Form and Legal Sufficiency _____
 Date: _____
 City Attorney _____

APPROVAL OF MUNICIPAL PLANNING AND ZONING BOARD

THIS IS TO CERTIFY, that on _____ day of _____, the foregoing plat was officially approved by the PLANNING AND ZONING BOARD of the city of Fruitland Park, Florida.

Examined and Approved: _____

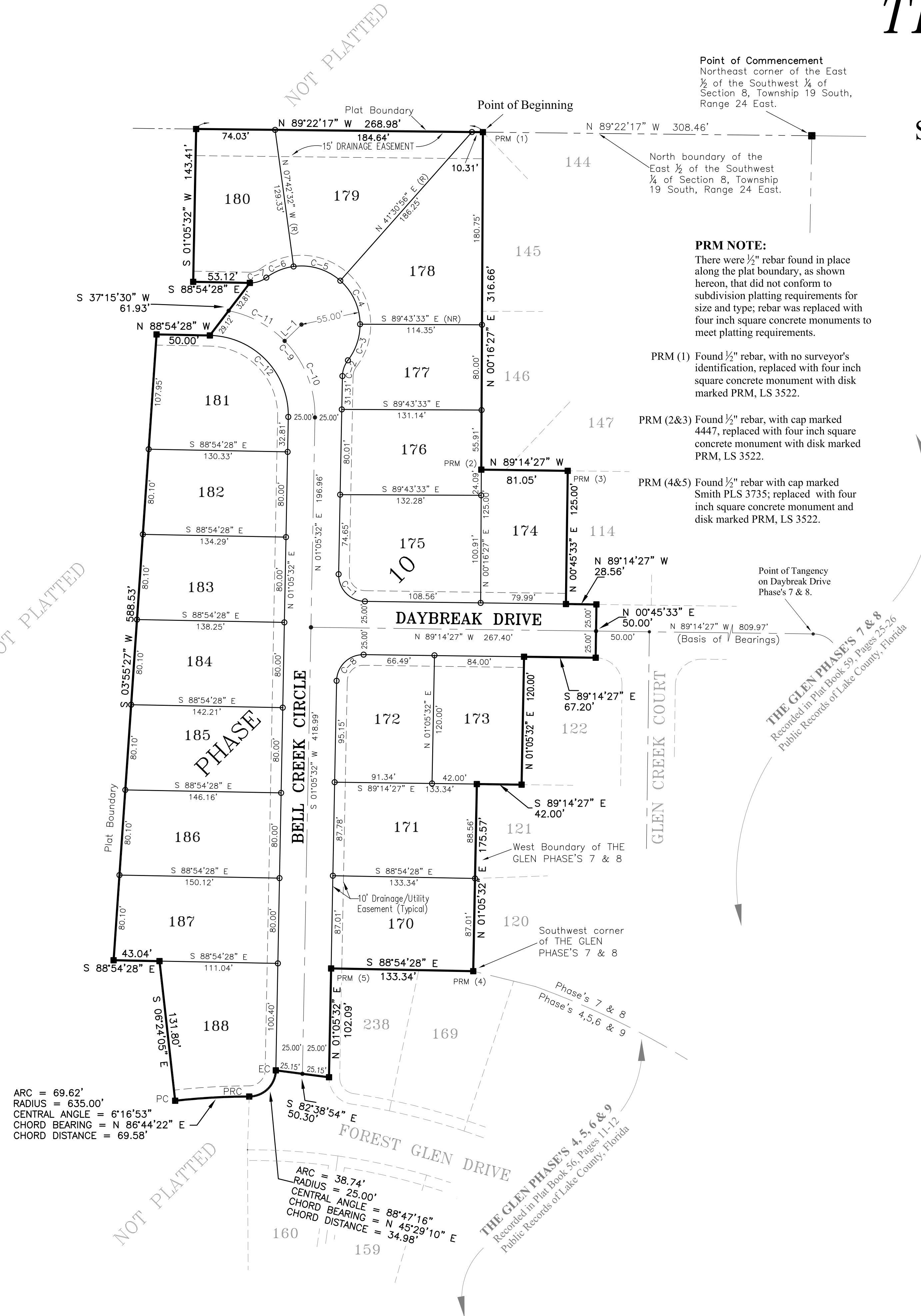
CERTIFICATE OF CLERK

THIS IS TO CERTIFY, That I have examined the forgoing plat and find that it complies in form with all the requirements of chapter 177, Florida statutes, and was filed for record on _____ 20____, at _____ File No. _____

Clerk of the Circuit Court
 in and for Lake County, Florida

THE GLEN PHASE 10

A Subdivision in the City of Fruitland Park
 Being a Portion of:
 Section 8, Township 19 South, Range 24 East
 Lake County, Florida



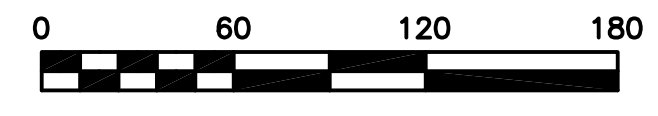
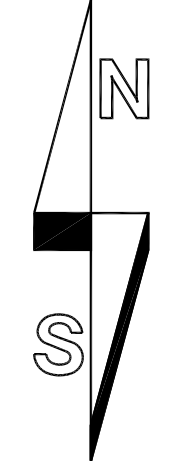
Point of Commencement
 Northeast corner of the East
 1/2 of the Southwest 1/4 of
 Section 8, Township 19 South,
 Range 24 East.

PRM NOTE:
 There were 1/2" rebar found in place
 along the plat boundary, as shown
 hereon, that did not conform to
 subdivision platting requirements for
 size and type; rebar was replaced with
 four inch square concrete monuments to
 meet platting requirements.

PRM (1) Found 1/2" rebar, with no surveyor's
 identification, replaced with four inch
 square concrete monument with disk
 marked PRM, LS 3522.

PRM (2&3) Found 1/2" rebar, with cap marked
 4447, replaced with four inch square
 concrete monument with disk marked
 PRM, LS 3522.

PRM (4&5) Found 1/2" rebar with cap marked
 Smith PLS 3735; replaced with four
 inch square concrete monument and
 disk marked PRM, LS 3522.



LEGEND

- = Permanent Reference Monument-Four inch square concrete
 Permanent Reference Monument, with Disk Marked PRM, LS
 3522, on the boundary of THE GLEN, PHASE 10
- = Permanent Control Point - PK nail and disk marked PCP, LS
 3522, set on road centerline at Points on Boundary, Points of
 Intersection, Points of Curvature and Points of Tangency
- = Five-eighths inch rebar with cap marked Owens, PSM 3522, on
 all lot corners
- PC = Point of Curvature
- EC = End of Curve
- PRC = Point of Reverse Curve
- (R) = Radial Line
- (NR) = Not Radial Line

Lot Numbering (170-188) is a continuation
 of previously recorded phases.

Line and Curve Table

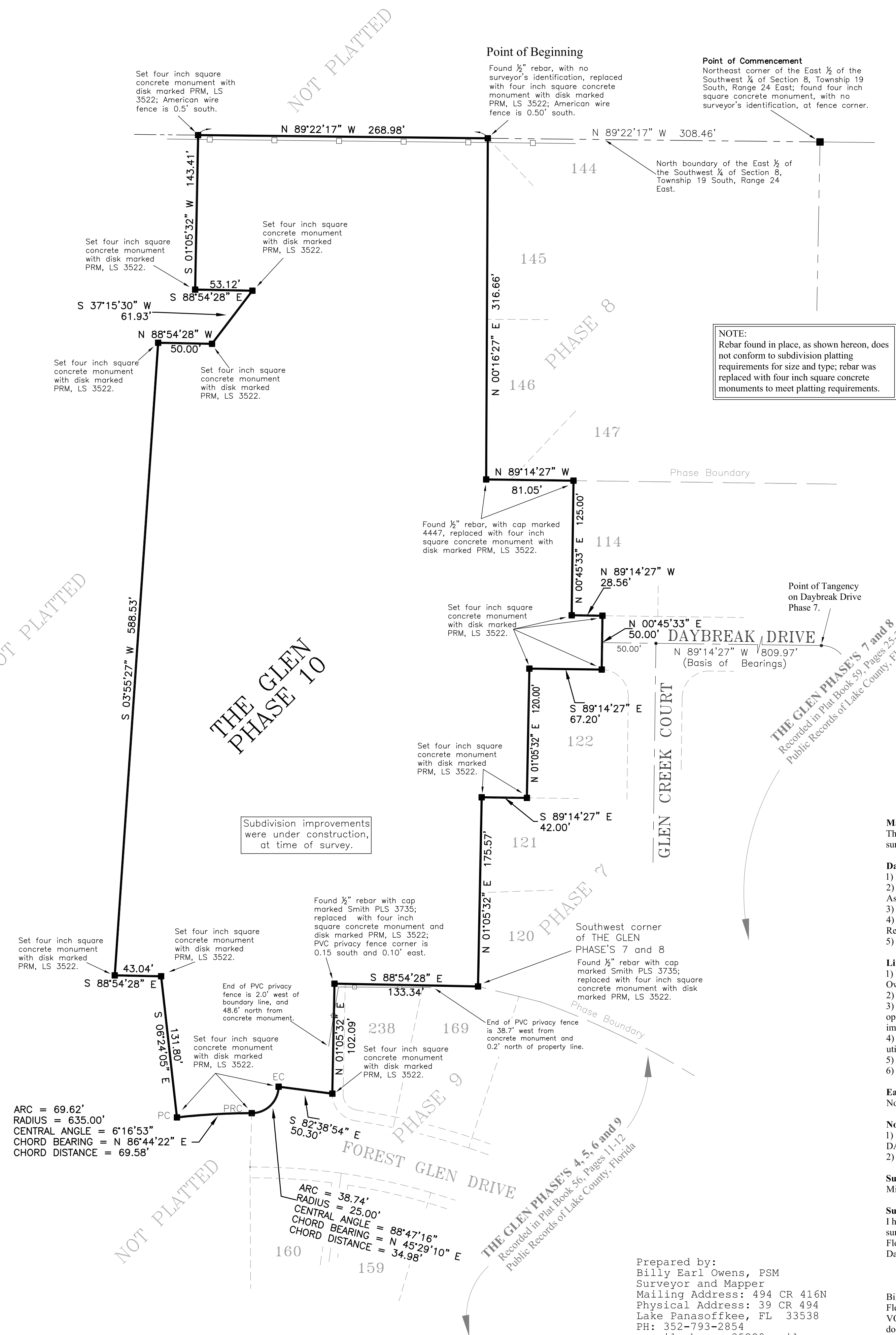
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C-1	39.42'	25.00'	90°19'59"	N 44°04'28" W	35.46'
C-2	15.91'	25.00'	36°27'46"	N 19°19'25" E	15.64'
C-3	36.38'	55.00'	37°53'56"	N 18°36'20" E	35.72'
C-4	46.21'	55.00'	48°08'26"	N 24°24'51" W	44.86'
C-5	47.25'	55.00'	49°13'28"	N 73°05'48" W	45.81'
C-6	27.91'	55.00'	29°04'14"	S 67°45'22" W	27.61'
C-7	16.52'	25.00'	37°52'17"	S 72°09'23" W	16.23'
C-8	39.12'	25.00'	89°40'01"	S 45°55'32" W	35.25'
C-9	139.81'	100.00'	80°06'13"	N 38°57'34" W	128.70'
C-10	79.23'	100.00'	45°23'41"	N 21°36'18" W	77.17'
C-11	60.58'	100.00'	34°42'32"	N 61°39'25" W	59.66'
C-12	117.81'	75.00'	90°00'00"	N 43°54'28" W	106.07'

ARC = 69.62'
 RADIUS = 635.00'
 CENTRAL ANGLE = 6°16'53"
 CHORD BEARING = N 86°44'22" E
 CHORD DISTANCE = 69.58'

ARC = 38.74'
 RADIUS = 25.00'
 CENTRAL ANGLE = 88°47'16"
 CHORD BEARING = N 45°29'10" E
 CHORD DISTANCE = 34.98'

Prepared by:
 Billy Earl Owens, PSM
 Professional Surveyor and Mapper
 Address: 39 CR 494
 Lake Panasoffkee, FL 33538
 PH: 352-793-2854

Boundary Survey of THE GLEN PHASE 10 A Proposed Subdivision in the City of Fruitland Park Being a Portion of: Section 8, Township 19 South, Range 24 East Lake County, Florida



LEGEND
PRM = Permanent Reference Monument
PC = Point of Curvature
EC = End of Curve
PRC = Point of Reverse Curve

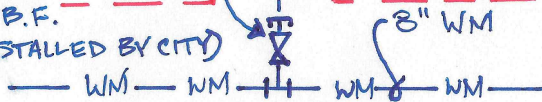
DESCRIPTION OF THE GLEN PHASE 10:
That part of the East 1/2 of the Southwest 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, described as follows: from the Northeast corner of said East 1/2 of the Southwest 1/4 of Section 8, Township 19 South, Range 24 East, run N 89°22'17" W, along the north boundary of the East 1/2 of the Southwest 1/4 of said Section 8, a distance of 308.46 feet, to the Point of Beginning of the following described parcel; from said Point of Beginning, continue N 89°22'17" W, along said north boundary, a distance of 268.98 feet; then S 01°05'32" W, a distance of 143.41 feet; then S 88°54'28" E, a distance of 53.12 feet; then S 37°15'30" W, a distance of 61.93 feet; then N 88°54'28" W, a distance of 50.00 feet; then S 88°54'28" E, a distance of 43.04 feet; then S 03°55'27" W, a distance of 588.53 feet; then S 88°54'28" E, a distance of 131.80 feet, to a point on a curve concave southerly and having a radius of 635.00 feet; then Easterly along the arc of said curve, through a central angle of 6°16'53", a distance of 69.62 feet (Chord Bearing N 86°44'22" E and Chord Length 69.58 feet), to the Point of Reverse Curve concave northwesterly and having a radius of 25.00 feet; then run Northeasterly and Northerly, along the arc of said curve, through a central angle of 88°47'16", a distance of 38.74 feet (Chord Bearing N 45°29'10" E and Chord Length 34.98 feet), to the end of said curve; then S 82°38'54" E, a distance of 50.30 feet; then N 01°05'32" E, a distance of 102.09 feet; then S 88°54'28" E, a distance of 133.34 feet, to the Southwest corner of THE GLEN PHASES 7 and 8, recorded in Plat Book 59, Pages 25-26, Public Records of Lake County, Florida; then along the west boundary of THE GLEN PHASES 7 and 8, the following courses; N 01°05'32" E, a distance of 175.57 feet; then S 89°14'27" E, a distance of 42.00 feet; then N 01°05'32" E, a distance of 120.00 feet; then S 89°14'27" E, a distance of 67.20 feet; then N 00°45'33" E, a distance of 50.00 feet; then S 89°14'27" W, a distance of 28.56 feet; then N 00°45'33" E, a distance of 125.00 feet; then S 89°14'27" W, a distance of 81.05 feet; then N 00°16'27" E, a distance of 316.66 feet; to the Point of Beginning, and end of this description; area described contains 6.41 acres.

LOT 204

LOT 203

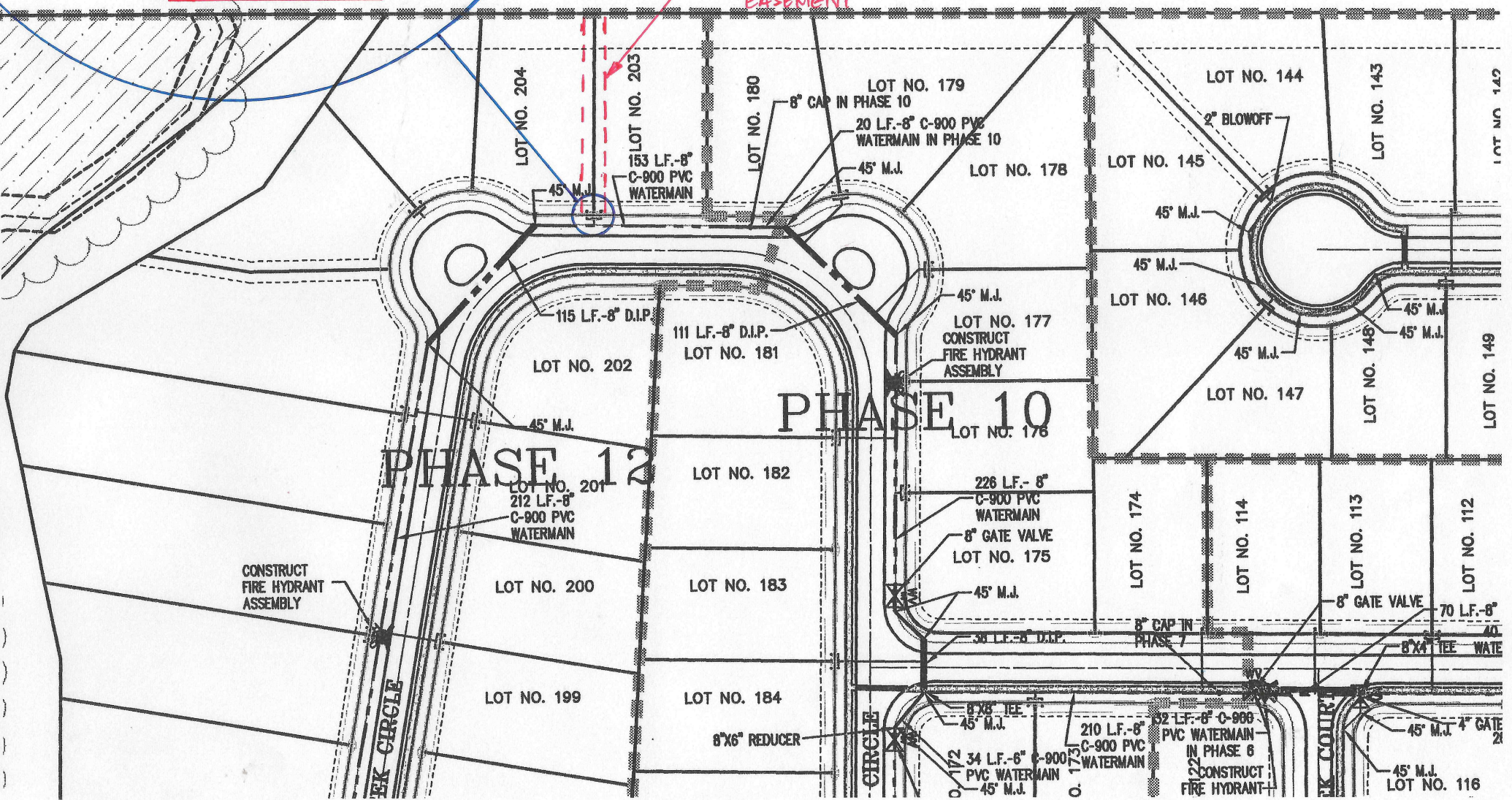
PROPOSED
8x8x12 TEE
12" G.V.
12" B.F.
(INSTALLED BY CITY)

PROPOSED 15'
WIDE UTILITY
EASEMENT



WM CONN DETAIL

PROPOSED 15'
WIDE UTILITY
EASEMENT



PHASE 12

PHASE 10



Springstead
Engineering, Inc.



CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

See page 5 for instructions.

I. General Project Information

A. Name of Project: The Glen - Phases 10, 11, 12 and 13

B. Department of Environmental Protection (DEP) Construction Permit

Permit Number: 0080480-064-DSGP	Date Permit Was Issued: May 1, 2017
---------------------------------	-------------------------------------

C. Portion of Project for Which Construction Is Substantially Complete and for Which Clearance Is Requested

Entire Project
 Following Portion of Project: _____

D. Permittee

PWS/Company Name: A.A. Moukhtara Company		PWS Identification Number: * 3354027	
PWS Type: *	<input checked="" type="checkbox"/> Community	<input type="checkbox"/> Non-Transient Non-Community	<input type="checkbox"/> Transient Non-Community
Contact Person: Sayed Moukhtara		Contact Person's Title: Owner	
Contact Person's Mailing Address: 7717 NW 20th Lane			
City: Gainesville		State: Florida	Zip Code: 32605
Contact Person's Telephone Number: 352-278-5317		Contact Person's Fax Number:	
Contact Person's E-Mail Address: smaaps@atlantic.net			

* This information is required only if the permittee is a public water system (PWS).

E. Public Water System (PWS) Supplying Water to Project

PWS Name: City of Fruitland Park		PWS Identification Number: 3354027	
PWS Type:	<input checked="" type="checkbox"/> Community	<input type="checkbox"/> Non-Transient Non-Community	<input type="checkbox"/> Transient Non-Community
PWS Owner: City of Fruitland Park			
Contact Person: Dale Bogle		Contact Person's Title: Director of Public Works Dept	
Contact Person's Mailing Address: 506 West Berckman Street			
City: Fruitland Park		State: Florida	Zip Code: 34731
Contact Person's Telephone Number: 352-360-6795		Contact Person's Fax Number: 352-360-6686	
Contact Person's E-Mail Address: DBogle@fruitlandpark.org			

F. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation

PWS Name: City of Fruitland Park		PWS Identification Number: * 3354027	
PWS Type: *	<input checked="" type="checkbox"/> Community	<input type="checkbox"/> Non-Transient Non-Community	<input type="checkbox"/> Transient Non-Community
PWS Owner: City of Fruitland Park			
Contact Person: Dale Bogle		Contact Person's Title: Director of Public Works Dept.	
Contact Person's Mailing Address: 506 West Berckman Street			
City: Fruitland Park		State: Florida	Zip Code: 34731
Contact Person's Telephone Number: 352-360-6795		Contact Person's Fax Number: 352-360-6686	
Contact Person's E-Mail Address: DBogle@fruitlandpark.org			

* This information is required only if the owner/operator is an existing PWS.

G. Professional Engineer in Responsible Charge of Inspecting Construction of Project*

Company Name: Springstead Engineering, Inc.	
Engineer: David W. Springstead, P.E.	Engineer's Florida License Number: 48229
Engineer's Title: President	
Engineer's Mailing Address: 727 South 14th Street	
City: Leesburg	State: Florida
Engineer's Telephone Number: 352-787-1414	Engineer's Fax Number: 352-787-7221
Engineer's E-Mail Address: david@springsteadeng.net; staff@springsteadeng.net	

* This information is required if construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida. Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida.

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 0080480-064-DSGP

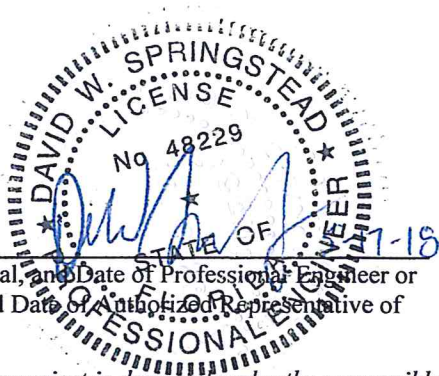
Substantially Complete Portion of Project if Other than Entire Project:

II. Deviations from Department of Environmental Protection (DEP) Construction Permit for Project*

Description and explanation of all deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, for the substantially complete portion of this project:

No substantial deviations

I completed Part II of this form, and the information provided in Part II is true and accurate to the best of my knowledge and belief.



Signature, Seal, and Date of Professional Engineer or
Signature and Date of Authorized Representative of
Permittee*

David W. Springstead, P.E.

Printed or Typed Name

48229

License Number of Professional
Engineer or Title of Authorized
Representative of Permittee*

* Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part II of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part II shall be completed, signed, and dated by an authorized representative of the permittee.

III. Certifications

A. Certification by Permittee

I am duly authorized to sign this form on behalf of the permittee identified in Part I.D of this form. I certify the following:

- to the best of my knowledge and belief, the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- to the best of my knowledge and belief, the substantially complete portion of this project has been completed in accordance with the Department of Environmental Protection construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 0080430-064-DSGP

Substantially Complete Portion of Project if Other than Entire Project: _____

SIGN HERE

- to the best of my knowledge and belief, all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule;
- the permittee has had complete record drawings produced for the substantially complete portion of this project; to the best of my knowledge and belief, said record drawings adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form; and said record drawings are available for review at the following location: No record drawings required because there were no substantial deviations.

- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, an operation and maintenance manual for said treatment facilities is available for reference at the site of said treatment facilities or at a convenient location near the site of said treatment facilities.

I also certify that, if the permittee will not own this project after it is placed into permanent operation, the permittee has provided a copy of the above mentioned record drawings and a copy of the above mentioned operation and maintenance manual, if applicable, to the PWS that will own this project after it is placed into permanent operation.

Signature and Date	Sayed Moukhtara Printed or Typed Name	P.W. Director Title
--------------------	--	------------------------

B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this form on behalf of the PWS identified in Part I.E of this form. I certify that said PWS will supply the water necessary to meet the water demands for the substantially complete portion of this project, and I certify the following:

- to the best of my knowledge and belief, said PWS's connection to the substantially complete portion of this project will not cause said PWS to be, or contribute to said PWS being, in noncompliance with Chapter 62-550 or 62-555, F.A.C.;
- said PWS considers the connection(s) between the substantially complete portion of this project and said PWS acceptable as constructed.

Signature and Date	5-22-18	A. DALE BOGLE Printed or Typed Name	P.W. Director Title
--------------------	---------	--	------------------------

C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I am duly authorized to sign this form on behalf of the PWS identified in Part I.F of this form. I certify that said PWS will own the substantially complete portion of this project after it is placed into permanent operation, and I certify the following:

- said PWS considers the substantially complete portion of this project acceptable as constructed;
- said PWS has received complete record drawings for the substantially complete portion of this project and the record drawings are available for review at the following location: N/A

- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, said PWS has received an operation and maintenance manual for the new or altered treatment facilities, and the operation and maintenance manual is available for reference at the site of the new or altered treatment facilities or at a convenient location near the site of the new or altered treatment facilities.

I understand that said PWS must operate and maintain this project in a such a manner as to comply with Chapters 62-550, 62-555, 62-560, and 62-609, F.A.C.

Signature and Date	5-22-18	A DALE BOGLE Printed or Typed Name	P.W. Director Title
--------------------	---------	---------------------------------------	------------------------

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

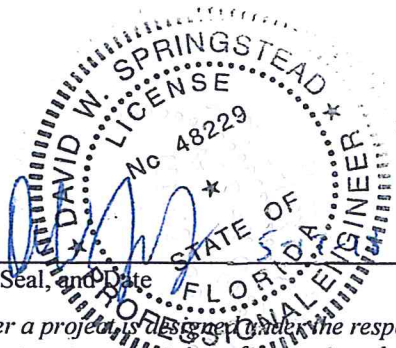
DEP Construction Permit Number: 0080480-064-DSGP

Substantially Complete Portion of Project if Other than Entire Project:

D. Certification by Professional Engineer in Responsible Charge of Inspecting Construction of Project*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection (DEP) construction permit, including the approved preliminary design report or drawings and specifications, for this project. I, or a person acting under my responsible charge, observed construction of the substantially complete portion of this project and reviewed shop drawings, test results, and record drawings for the substantially complete portion of this project, and based upon said observation and reviews, I certify the following:

- the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- the substantially complete portion of this project has been completed in accordance with the DEP construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;
- all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule; and
- the record drawings for the substantially complete portion of this project adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form.



Signature, Seal, and Date	David W. Springstead, P.E.	48229
	Printed or Typed Name	License Number

* Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D does not have to be completed.

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

INSTRUCTIONS: This form shall be completed and submitted for projects permitted and constructed under specific Department of Environmental Protection (DEP) construction permits for public water system components, under the DEP's "General Permit for Construction of Water Main Extensions for Public Water Systems," or under the DEP's "General Permit for Construction of Lead or Copper Corrosion Control, or Iron or Manganese Sequestration, Treatment Facilities for Small or Medium Public Water Systems." AFTER COMPLETING, OR SUBSTANTIALLY COMPLETING, CONSTRUCTION OF A PROJECT, OR A PORTION THEREOF, AND BEFORE PLACING THE SUBSTANTIALLY COMPLETE PROJECT, OR PORTION THEREOF, INTO OPERATION FOR ANY PURPOSE OTHER THAN DISINFECTION, TESTING FOR LEAKS, OR TESTING EQUIPMENT OPERATION, complete and submit one copy of this form to the appropriate DEP District Office or Approved County Health Department along with one copy of the following information:

- the portion of record drawings showing deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, if there are any deviations from said permit (note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings);
- bacteriological test results, including a sketch or description of all bacteriological sampling locations, demonstrating compliance with subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., if the substantially complete portion of the project includes any new or altered public water system (PWS) components that must be disinfected and bacteriologically surveyed or evaluated per said subsection or said rule;
- analytical test results demonstrating compliance with Part III of Chapter 62-550, F.A.C., or subsection 62-524.650(2), F.A.C., if the substantially complete portion of the project includes any new or altered PWS components that are necessary to achieve, or affect, compliance with said part or said subsection;
- a completed Form 62-555.900(20), New Water System Capacity Development Financial and Managerial Operations Plan, if the DEP construction permit was issued before the effective date of Rule 62-555.525, F.A.C., (9-22-99) and the substantially complete portion of the project creates a "new system" as described under subsection 62-555.525(1), F.A.C.; and
- any other information required by conditions in the DEP construction permit.

All information provided on this form shall be typed or printed in ink. NOTE THAT A SEPARATE CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE IS REQUIRED FOR EACH PERMITTED PROJECT. **DO NOT PLACE ANY NEW OR ALTERED PWS COMPONENTS INTO PERMANENT OPERATION UNTIL THE DEPARTMENT ISSUES WRITTEN APPROVAL, OR CLEARANCE, TO PLACE THE COMPONENTS INTO PERMANENT OPERATION.**

DRINKING WATER MICROBIAL SAMPLE COLLECTION & LABORATORY REPORTING FORMAT

(62-650.730 Reporting Format Effective 01/1995, Revised 07/2010)

PLANT TECHNICIANS, INC. LAB ID#: E83141 QA#: 870255
P. O. BOX 447, FRUITLAND PARK, FL 34731
Office: 352-787-2944 Lab: 352-787-6112 Fax: 352-787-3196
Contact Person: John Fredock

Lab Receipt Date & Time: 4/23/18 0730
Analysis Date & Time: 4/23/18 0951-0956
Sample Acceptance Criteria:
Sample Preservation: On Ice Not On Ice 4 °C
Disinfectant Check: Not Detected _____ mg/L
This sample does not meet the following NELAC requirements:

Report Number: _____ Sub-Contract Lab ID: _____

Analysis Requested: (check all that apply)

Total Coliform/E. coli Total Coliform/Fecal Enterococci Coliphage HPC Other: _____

Public Water System (PWS) Name: Fruitland Park PWS I.D.

PWS Address: Fruitland Park City: _____

PWS or PWS Owner's Phone #: _____ Fax #: _____

Collector: _____ Collector's Phone #: _____

Type of Supply: (check only one)

Community Water System Non-Transient Non-community Water System Transient Non-community Water System
 Limited Use System Bottled Water Private Well Swimming Pool Other: _____

Reason for Sampling: (check all that apply)

Distribution Routine Distribution Repeat Raw (triggered or assessment) Raw (triggered or assessment) additional Well Survey
 Clearance Replacement (also check type of sample being replaced) Boil Water Notice Other: _____

Sample Collection Date: 4/23/18

To be completed by collector of sample						To be completed by lab				
Sample #	Sample Point (Location or Specific Address)	Sample Collection Time	Sample Type ¹	Disinfectant Residual (mg/L)	pH	Analysis Method(s): <u>SM 9222B</u>				
						Non-Coliform	Total Coliform	Fecal, E. coli, Enterococci, or Coliphage ²	Data Qualifier ⁴	Lab Sample #
1	Point of Conn	7:00		105		A	A		1567-1568	
2	Point of Conn	7:05		105		A	A		1567	1568
3	Phase 13	7:10		105		A	A			1567
4	Phase 10	7:15		105		A	A			1568

Average of disinfectant residuals for distribution routine & repeat samples. ⁵ Free chlorine or Total chlorine (circle one).

Disinfectant Residual Analysis Method:

DPD Colorimetric Other: _____

Person performing disinfectant analysis is (see instructions on reverse):

A certified operator (# _____)
 Supervised by certified operator (# _____)
 Employed by a certified lab Employed by DEP or DOH
 Authorized representative of supplier of water

Unless otherwise noted, all tests are performed in accordance with NELAC standards, and the results relate only to the samples.

Date and time PWS notified by lab of positive results: _____

Date and time DEP/DOH notified by lab of positive results: _____

Date Report issued: 4/25/18

Lab Signature: [Signature]

Title: QA M

PAQCO

Satisfactory
 Incomplete Collection Information
 Repeat Samples Required
 Replacement Samples Required
DEP/DOH Reviewing Official: _____ Date: _____

¹ For Sample Types see Instructions Item I 14.
² For Analysis Methods see Instructions Item II 6.
³ Please circle appropriate selection.
⁴ Defined in Florida Administrative Code Rule 62-160, Table 1.
⁵ Complete for community & non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

DRINKING WATER MICROBIAL SAMPLE COLLECTION & LABORATORY REPORTING FORMAT

(62-550.730 Reporting Format Effective 01/1995, Revised 02/2010)

PLANT TECHNICIANS, INC. LAB ID#: E83141 QA#: 870255
P. O. BOX 447, FRUITLAND PARK, FL 34731
Office: 352-787-2944 Lab:352-787-6112 Fax:352-787-3196
 Contact Person: John Fredock

Lab Receipt Date & Time: 4/24/18 0725
 Analysis Date & Time: 4/24/18 0812-0818
 Sample Acceptance Criteria:
 Sample Preservation: On Ice Not On Ice 4 °C
 Disinfectant Check: Not Detected _____ mg/L
 This sample does not meet the following NELAC requirements:

Report Number: _____ Sub-Contract Lab ID: _____

Analysis Requested: (check all that apply)

Total Coliform/E. coli Total Coliform/Fecal Enterococci Coliphage HPC Other: _____

Public Water System (PWS) Name: The Glen

PWS I.D.

PWS Address: Fruitland Park

City: _____

PWS or PWS Owner's Phone #: _____

Fax #: _____

Collector: PARCO

Collector's Phone #: 352 516 6206

Type of Supply: (check only one)

Community Water System Non-Transient Non-community Water System Transient Non-community Water System
 Limited Use System Bottled Water Private Well Swimming Pool Other: _____

Reason for Sampling: (check all that apply)

Distribution Routine Distribution Repeat Raw (triggered or assessment) Raw (triggered or assessment) additional Well Survey
 Clearance Replacement (also check type of sample being replaced) Boil Water Notice Other: _____

Sample Collection Date: 4/24/18

To be completed by collector or sample						To be completed by lab				
Sample #	Sample Point (Location or Specific Address)	Sample Collection Time	Sample Type ¹	Disinfectant Residual (mg/L)	pH	Analysis Method(s) ² : <u>Sm 9224B</u>				
						Non-Coliform	Total Coliform	Fecal, E. coli, Enterococci, or Coliphage ³	Data Qualifier ⁴	Lab Sample #
1	Point of Conn #1	6:50 AM		105		A	A		1504-1607	
2	Point of Conn #2	6:55		105		A	A		1608	
3	Phase 13	7:00		105		A	A		1609	
4	Phase 10	7:03		105		A	A		1610	

Average of disinfectant residuals for distribution routine & repeat samples. Free Chlorine or Total Chlorine (circle one).

Disinfectant Residual Analysis Method:

DPD Colorimetric Other: _____

Person performing disinfectant analysis is (see instructions on reverse):

A certified operator (# _____)
 Supervised by certified operator (# _____)
 Employed by a certified lab Employed by DEP or DOH
 Authorized representative of supplier of water

Unless otherwise noted, all tests are performed in accordance with NELAC standards, and the results relate only to the samples.

Date and time PWS notified by lab of positive results: _____
 Date and time DEP/DOH notified by lab of positive results: 4/25/18
 Date Report issued: _____
 Lab Signature: [Signature]
 Title: QA Mgr

PARCO

Satisfactory
 Incomplete Collection Information
 Repeat Samples Required
 Replacement Samples Required
 DEP/DOH Reviewing Official: _____ Date: _____

¹ For Sample Types see Instructions Item I.16.
² For Analysis Methods see Instructions Item II.4.
³ Please circle appropriate selection.
⁴ Defined in Florida Administrative Code Rule 62-160, Table 1.
 Complete for community & non-transient non-community systems serving populations up to and including 4,000. Do not include raw or plant samples in the average.

From: Anita Geraci
To: [Tracy Kelley](#)
Cc: [Susan Wright](#); (sherie@lpgurp.com): [Kelly Turner](#)
Subject: RE: The Glen PH 10 Final Development
Date: Friday, June 08, 2018 5:38:43 PM

Hi Tracy,

I have reviewed the documents and have the following comments, in addition to comments provided in separate e-mails.

1. Was a certificate of concurrency obtained? Ch. 157 d) 20) A) iii), LDRs.
2. Final plats for PUD's are required to have "PUD" within the title. Ch. 157 d) 22) B), LDRs
3. Permanent reference monuments and permanent control point locations, Ch. 177, FS required to be installed prior to submission of final plat. Note 5 on the proposed plat states PCP will be located prior to expiration of surety. The LDR's do not allow for this. Ch. 157 d) 22) N), LDRs. Certificate of Surveyor should include a statement that permanent reference monuments, "P.R.M.", have been set in compliance with Chapter 177, Florida Statutes, as amended. Ch. 157 d) 27) B), LDRs. Certificate of Surveyor should also state that the plat was prepared under his direction. F.S. 177.061.
4. The plat reflects adjacent land as "Not Platted". The LDRs state any parcels not included should be labeled "Not a part of this plat". Ch. 157 d) 22) S), LDRs
5. Space for Plat Book and Page Number in upper right corner does not meet requirements of Ch. 157 d) 22) X), LDRs which calls for 3" x 5".
6. Note must be added to the face of the plat: "Covenants, restrictions, or reservations affecting the ownership or use of the property show in this plat are filed in Official Records Book No. ____, page ____." All of record from the title report should be listed, including the document adding Phase 10. Ch. 157 d) 23) A), LDRs
7. Not sure of what utilities the City is providing. City should review Ch. 157 d) 23) B), LDRs, to see if applicable and note may need to be added to plat as stated in that subsection.
8. In the Dedication For The Glen Phase 10 – change the "In Witness Whereof" to read: IN WITNESS WHEREOF, A. A. Moukhtara, Inc. has caused these presents to be signed by its President and its corporate seal to be affixed hereto by and with the authority of its board of directors this ___ day of _____, _____. Ch. 157 d) 24) B) vi), LDRs
9. References to City Council on the plat should be changed to City Commission.
10. Consent and Joinder to the final plat executed by Maronda Homes, Inc. of Florida is required. Can be included on the face of the plat or a separate consent and joinder recorded simultaneously with the plat. See Consensual Lien for Deposit, O.R. Book 5097, Page 1143, public records of Lake County, Florida.
11. Consent and Joinder to the final plat executed by Comcast SCH Holdings, LLC is required as there is a blanket easement. See Grant of Easement, O.R. Book 2351, Page 1253, public records of Lake County, Florida.
12. Modification of Developer's Agreement for The Glen needs to be ratified by the City Commission since it does not appear it the Modification was approved by the Commission. If the Commission does not agree with the Modification terms then a Termination of Modification of D.A. must be recorded.

If anyone has any questions or concerns, please let me know.

Thank you,

Anita

Board Certified in City, County & Local Government Law



1560 Bloxam Avenue
Clermont, Florida 34711
(352) 243-2801
(352) 243-2768 facsimile

Please note if your communication with me relates to my position as City Attorney, Town Attorney or College Board Attorney: Florida has a very broad public records law. Most written communications to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communication may therefore be subject to public disclosure.

This message contains legally privileged and confidential information intended only for the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited. If this communication was received in error, please notify the sender and promptly delete this message from your computer. Thank you.

From: Tracy Kelley [mailto:tkelley@fruitlandpark.org]
Sent: Wednesday, June 06, 2018 11:10 AM
To: Anita Geraci <anita@agclaw.net>
Cc: Susan Wright <susan@agclaw.net>; (sherie@lpgurp.com) <sherie@lpgurp.com>; Kelly Turner <kturner@fruitlandpark.org>
Subject: The Glen PH 10 Final Development
Importance: High

Anita:

The owner Michel Moukhtara, A.A. Moukhtara Company, has made application with the City for the Final Plat of The Glen PH 10.

I have attached the application for your review of plat submittal and request of title review.

Should you have any questions, and/or if my transmittal request is unclear, please do not hesitate to contact me.

Respectfully -

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, **A.A. Moukhtara Company**, as Principal, and _____ (insert name of surety) , authorized to do business in the State of Florida, hereinafter referred to as “Surety”, are held and firmly bound unto the CITY OF FRUITLAND PARK, Florida, hereinafter referred to as “CITY” in the sum of **Thirty-Nine Thousand Seven Hundred Two and 50/100 Dollars (\$39,702.50) [twenty-five percent (25%) of the estimated cost of improvements]** for the payment of which we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has constructed certain improvements, including **paving, stormwater, water, signage, and miscellaneous improvements** as more particularly set forth on the Cost Estimate prepared by **Springstead Engineering, Inc.** attached hereto as Exhibit A, in that certain development described as **The Glen Phase 10**.

WHEREAS, pursuant to the City of FRUITLAND PARK Code, the aforesaid improvements were made pursuant to certain plans and specifications dated **May 2002 and Revised November 19, 2003**, filed with the CITY;

WHEREAS, PRINCIPAL is obligated to protect the CITY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from the date of the City’s letter of acceptance of the improvements;

NOW, THEREFORE, the condition of this obligation is such that PRINCIPAL shall promptly and faithfully protect the CITY against any defects and correct any defects resulting from faulty materials or faulty workmanship of the aforesaid improvements, shall maintain said improvements, and shall correct, repair and otherwise maintain said improvements for a period of two (2) years from the date of the letter of acceptance of the improvements;

The CITY shall notify PRINCIPAL in writing of (1) any defect for which the PRINCIPAL is responsible and (2) any item that is not properly maintained and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect or properly maintain said item.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform within the time specified, the SURETY, upon forty-five (45) days written notice from the CITY, or its authorized agent or officer, of the default with forthwith correct such defect or defects, perform the required maintenance and pay all CITY costs related hereto, including but not limited to, engineering costs, legal fees (including attorneys’ fees on appeal) and contingent costs. Should the SURETY fail to refuse to correct said defects or perform the required maintenance, the CITY in view of the public interest, health, safety and welfare factors involved, and the consideration in approving and filing the said development, shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY, both at law and in equity including specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the CITY, at its option, shall have the right (1) to correct said defects and/or (2) to perform the required maintenance in case the PRINCIPAL and/or SURETY shall fail or refused to do so, and in the event the CITY should exercise and give effect to such right, the PRINCIPAL and SURETY, shall be jointly and severally obligated hereunder to reimburse the CITY the total costs thereof, including but not limited to, construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs, together with any damages either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to correct said defects or maintain said improvements.

ADDRESSES FOR NOTICE ARE AS PROVIDED BELOW:

City Manager
City of Fruitland Park
506 W Berckman Street
Fruitland Park, Florida 34731

PRINCIPAL:

SURETY:

Signed, sealed and dated this ____ day of _____, 2018.

Principal

(seal)

By: _____

Date: _____

Address:

Surety
SURETY COMPANY

By: _____

Date: _____

Address:

Attach Power of Attorney to this Bond

EXHIBIT "A"
THE GLEN - PHASE 10
ENGINEER'S CONSTRUCTION COST ESTIMATE

	<u>Description</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<u>Roadways</u>					
1	1 1/2" SP 9.5 Level "C" Fine Graded Asphalt Surface Course	2,736	SY	\$ 10.50	\$ 28,728.00
2	8" Limerock Base (LBR 100)	2,858	SY	\$ 10.60	\$ 30,294.80
3	6" Limerock Stabilized Shoulder (8' Wide, LBR 40)	1,611	SY	\$ 6.20	\$ 9,988.20
	Subtotal Roadways				\$ 69,011.00
<u>Drainage</u>					
4	14" X 23" Oval RCP	68	LF	\$ 90.00	\$ 6,120.00
5	Mitered End Sections	2	EA	\$ 1,500.00	\$ 3,000.00
	Subtotal Drainage				\$ 9,120.00
<u>Water</u>					
6	8" x 8" x 8" Tee	1	EA	\$ 750.00	\$ 750.00
7	8" x 8" x 6" Tee	1	EA	\$ 640.00	\$ 640.00
8	6" PVC Watermain	412	LF	\$ 44.00	\$ 18,128.00
9	8" PVC Watermain	456	LF	\$ 54.00	\$ 24,624.00
10	8" D.I.P. Watermain	227	LF	\$ 75.00	\$ 17,025.00
11	8" x 6" Reducer	1	EA	\$ 365.00	\$ 365.00
12	8" Gate Valve & Box	2	EA	\$ 1,325.00	\$ 2,650.00
13	Fire Hydrant Assembly	3	EA	\$ 3,500.00	\$ 10,500.00
14	6" Gate Valve & Box	2	EA	\$ 890.00	\$ 1,780.00
15	8" 45° Bends	5	EA	\$ 475.00	\$ 2,375.00
16	6" 45° Bends	2	EA	\$ 457.00	\$ 914.00
	Subtotal Water				\$ 79,751.00
<u>Signage and Striping</u>					
17	Stop Sign, R1-1, 30" x 30" w/Street Signs	2	EA	\$ 370.00	\$ 740.00
18	24" Wide White Stop Bar	2	EA	\$ 94.00	\$ 188.00
	Subtotal Signage and Striping				\$ 928.00
	Total Improvements Phase 10				\$ 158,810.00
	Required Maintenance Bond			25%	\$ 39,702.50

THIS INSTRUMENT PREPARED BY/RETURN TO:

Richard P. Newman/klo
McLin & Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

**DECLARATION OF RESTRICTIONS FOR
THE GLEN PHASE 10**

THIS Declaration of Restrictions is made this ____ day of _____, 2018, by the owner (hereinafter referred to as the (“Declarant”) of certain real property being all the land included in The Glen Phase 10, according to the plat thereof recorded in Plat Book ____ Pages _____, inclusive, of the Public Records of Lake County, Florida, such land being more particularly described on Exhibit “A” attached hereto.

WHEREAS, the Declarant is currently the owner of all the lands comprising the said Subdivision, and,

WHEREAS, said Declarant wishes to create a superior and unique development on said lands and has determined that the best way to do so is to impose these rights and restrictions to run with the land and with each and every lot, dwelling unit and parcel of land in said development, and,

WHEREAS, said Declarant retained the right to add future phases to The Glen in the original Declaration of Restrictions, which Declaration was recorded in Official Record Book 2760, Page 2292, Public Records of Lake County, Florida, and

WHEREAS, said Developer wishes to adopt substantially the same Declaration of Restrictions for The Glen Phase 10 as previously adopted for The Glen, Phases 1, 2 and 3, a subdivision according to the plat thereof, recorded in Plat Book 53, Page 62, Public Records of Lake County, Florida, so that the entire development is subject to the same declaration of covenants, conditions and

NOW THEREFORE the following restrictions, declarations, and conditions are hereby imposed, made and given:

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting The Glen Phase 10, Declarant states that all of the real property described on Exhibit “A” being the same property as the Plat of The Glen Phase 10, according to the plat thereof as recorded in Plat Book _____, pages _____, of the Public Records of Lake County, Florida, and each part thereof shall be held, sold, and conveyed subject to the Declaration

of Restrictions for The Glen, which Declaration was recorded in Official Records Book 2760, Page 2292, Public Records of Lake County, Florida, said Declaration being incorporated herein as if fully set forth herein, with the express modification to said Restrictions as same affects The Glen Phase 10 as follows:

Article III, Section 3(c)(ii) is amended as follows: 25 years from the date of recording of this Declaration; or

IN WITNESS WHEREOF the undersigned, being the owner of the lands in said subdivision, has hereunto set its hand and seal.

Signed, sealed and delivered
in the presence of:

**A. A. MOUKHTARA COMPANY,
a Florida corporation**

Print Name: _____

By: _____
Michel P. Moukhtara, President

Print Name _____

STATE OF FLORIDA
COUNTY OF _____

Before me this ____ day of _____, 2018, personally appeared Michel P. Moukhtara, the President of A. A. Moukhtara Company, a Florida corporation, who is personally known to me to and he acknowledged that he executed the foregoing document for the purposes therein expressed, and he did not take an oath.

Notary Public: State of Florida
Print Name _____
My Commisison Expires:

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BOOTH, ERN, STRAUGHAN & HIOTT, INC.

350 N. Sinclair Avenue

Tavares, Florida 32778

352-343-8481-Office

352-343-8495-Fax

PLAT REVIEW CHECK LIST-CITY OF FRUITLAND PARK

with references to Florida Statute

PLAT NAME: THE GLEN PHASE 10

CHECKED BY: JENNINGS E. GRIFFIN, PLS 4486

DATE: June 13, 2018

CHAPTER 177, FLORIDA STATUTES, REQUIREMENTS

Legend:

OK= Complies with chapter 177 F.S.

N/A=not applicable

NO=needs more information

1. ORIGINAL DRAWING BLACK PERMANENT DRAWING INK ON FILM (0.003 INCHES MINIMUM THICKNESS). <i>177.091 (1)</i>	NO	NOT ON MYLAR
2. SHEET SIZE – 24" X 36"; ½" MARGIN ON TOP, BOTTOM, & RIGHT; 3" LEFT MARGIN. <i>Per Lake County Code Chapter XIV Section 14.07 2.</i>	OK	
3. PLAT BOOK _____ PAGE _____, UPPER RIGHT HAND CORNER, per clerk of court.	NO	PLAT BOOK AND PAGE ON SHEET 2
4. SHEET NO. _____ OF _____ 177.091 (3)	OK	
5. INDEX SHEET IF MULTIPLE PAGES WITH MATCHLINES. <i>177.091. (3)</i>	N/A	
6. CLEARLY LABELED MATCHLINES TO SHOW WHERE SHEETS MATCH OR ADJOIN. <i>177.091 (3)</i>	N/A	
7. STATED AND GRAPHIC SCALE. <i>177.091 (4)</i>	NO	SCALE IS NOT STATED
8. SUFFICIENT SIZE LETTERING AND SCALE TO SHOW DETAIL. <i>177.091 (4)</i> <i>And Per Lake County Code Chapter XIV Section 14.07</i>	NO	MAKE SURE MINIMUM TEXT SIZE IS 0.10" PER LAKE COUNTY CODE

<p>9. PLAT NAME ON EACH SHEET (THE SAME SIZE AND TYPE OF LETTERING, INCLUDING THE WORDS "SECTION", "UNIT", "REPLAT", "AMENDED", ETC.). <i>177.091 (5) & 177.051 (1)</i></p>	<p>OK</p>	
<p>10. NAME OF SURVEYOR OR SURVEY BUSINESS, STREET, AND MAILING ADDRESS ON EACH SHEET. <i>177.091 (5)</i></p>	<p>OK</p>	
<p>11. NORTH ARROW. <i>177.091 (6)</i></p>	<p>OK</p>	
<p>12. BEARING REFERENCE TO A WELL ESTABLISHED AND MONUMENTED LINE. <i>177.091 (6)</i></p>	<p>OK</p>	
<p>13. PERMANENT REFERENCE MONUMENTS AT EVERY CORNER WITH APPROPRIATE SYMBOL OR DESIGNATION (LB OR LS NUMBER PRIOR TO PLATTING. <i>177.091 (7)</i></p>	<p>OK</p>	<p>PENDING LETTER FOR PRM AND PCP PLACEMENT</p>
<p>14. PERMANENT CONTROL POINTS ON THE CENTERLINE OF R.O.W. WITH APPROPRIATE SYMBOL OR DESIGNATION (LB OR LS NUMBER) WITHIN 1 (ONE) YEAR OR BEFORE BOND EXPIRATION. <i>177.091 (8)</i></p>	<p>NO</p>	<p>PENDING LETTER FOR PRM AND PCP PLACEMENT</p>
<p>15. MONUMENTS AT LOT CORNERS – BEFORE THE TRANSFER OF ANY LOT OR BOND EXPIRATION. <i>177.091 (9)</i></p>	<p>NO</p>	
<p>16. SECTION, TOWNSHIP, AND RANGE UNDER THE NAME OF THE PLAT WITH REPLATTING INFORMATION, IF ANY. <i>177.091 (10) & 177.091 (17)</i></p>	<p>OK</p>	
<p>17. NAME OF THE CITY, TOWN, VILLAGE, COUNTY, AND STATE THAT THE LAND BEING PLATTED IS IN. <i>177.091 (10)</i></p>	<p>OK</p>	
<p>18. CAPTION (DESCRIPTION) MUST BE SO COMPLETE THAT FROM IT, WITHOUT REFERENCE TO THE PLAT, THE STARTING POINT AND BOUNDARY CAN BE DETERMINED. <i>177.091 (11)</i></p>	<p>OK</p>	<p>SHOULDN'T THE DESCRIPTION REFERENCE ABUTTING THE GLEN PHASES 4, 5, 6 AND 9</p>

19. ADOPTION AND DEDICATION WITH NOTARY. 177.081 (2) & 177.091 (12)	NO	TYPOS; REFERENCE TO PARK AND RECREATION AREAS NOT NEEDED – SEE MARK UPS
20. CERTIFICATE OF APPROVAL AND ACCEPTANCE BY GOVERNING BODY. 177.071 & 177.091 (12)	NO	SEE CITY OF FRUITLAND PARK CHAPTER 157 CHECKLIST ITEM 28 FOR MUNICIPALITY AND ITEM 29 FOR PLANNING AND ZONING BOARD BELOW
21. CERTIFICATE OF CLERK. 177.091 (13)	OK	
22. SURVEYOR'S CERTIFICATE 177.091 (13)	OK	
23. SURVEYOR'S CERTIFICATE INCLUDES "THAT THE PLAT WAS PREPARED UNDER HIS OR HER DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING.". 177.061	OK	
24. PRINTED NAME OF THE SURVEYOR; LICENSE NUMBER; SURVEY BUSINESS NAME, IF ANY; LB NUMBER, IF ANY; AND ADDRESS UNDER THE SURVEYOR'S CERTIFICATE 177.061	OK	
25. CERTIFICATE OF REVIEW BY PROFESSIONAL SURVEYOR AND MAPPER. 177.081 (1)	OK	
26. SECTION LINES AND ¼ SECTION LINES. 177.091 (14)	OK	
27. POINT OF REFERENCE, IF ANY. 177.091 (14)	OK	
28. POINT OF BEGINNING. 177.091 (14)	OK	
29. BEARINGS AND DISTANCES AROUND BOUNDARY. 177.091 (14)	OK	
30. STREET NAMES. 177.091 (15)	OK	

31. R.O.W. WIDTHS. 177.091 (15)	OK	
32. WATERWAYS. 177.091 (15)	N/A	
33. LOCATION AND WIDTH OF PROPOSED EASEMENTS. 177.091 (16)	NO	PLEASE ANNOTATE EASEMENT ON WEST SIDE BELL CREEK CIRCLE & SOME PLACE ALONG EAST SIDE BELL CREEK CIRCLE NORTH OF DAYBREAK DRIVE
34. LOCATION AND WIDTH OF EXISTING EASEMENTS IDENTIFIED IN THE TITLE OPINION. 177.091 (16)	NO	DO EASEMENTS REFERENCED IN TITLE OPINION IMPACT THE PROPERTY (ORB 2351/1253; 5097/1135; DEED BOOK 191/133)
35. BEARINGS AND DISTANCES FOR NON CONCENTRIC OR NON PARALELL EASEMENTS. 177.091 (16)	N/A	
36. IDENTIFY CONTIGUOUS PROPERTIES BY SUBDIVISION TITLE, PLAT BOOK AND PAGE OR IF UNPLATTED, SO STATE. 177.091 (17)	OK	
37. LOT AND BLOCK NUMBERS MUST BE PROGRESSIVE. 177.091 (18)	OK	
38. BEARINGS AND DISTANCES ON ALL TRACTS. 177.091 (19)	N/A	
39. BEARINGS AND DISTANCES ON ALL LOTS. 177.091 (19)	OK	PLEASE ADD OVERALL DIMENSION ON SOUTH LINE LOT 187
40. BEARINGS AND DISTANCES ON ALL ROADS. 177.091 (19)	OK	
41. IF LOT OR BOUNDARY IRREGULAR, A WITNESS LINE MUST BE SHOWN. 177.091 (19)	N/A	
42. CURVILINEAR LOTS – SHOW RADIUS, ARC, AND DELTA. 177.091 (20)	OK	
43. RADIAL LINES WILL BE SO DESIGNATED. 177.091 (20)	OK	

44. BEARINGS OR ANGLES ON ALL LINES. 177.091 (21)	OK	
45. BEARINGS AND DISTANCES ON CENTERLINE STREETS. 177.091 (22)	OK	
46. CURVED CENTERLINES SHOW ARC, DELTA, RADIUS, CHORD, AND CHORD BEARING. 177.091 (22)	OK	
47. DESIGNATE PARK AND RECREATION PARCELS, IF ANY. 177.091 (23)	N/A	
48. INTERIOR EXCEPTED PARCELS, AS DESCRIBED IN THE CAPTION, MUST BE LABELED "NOT A PART OF THIS PLAT". 177.091 (24)	N/A	
49. SHOW PURPOSE OF ALL AREAS DEDICATED ON THE PLAT. 177.091 (25)	OK	GENERAL NOTE #6 IS NOT NEEDED
50. TABULAR DATA MUST APPEAR ON SHEET WHICH IT APPLIES. 177.091 (26)	OK	
51. "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY." 177.091 (27)	OK	
52. EASEMENTS REFERENCED FOR CABLE TELEVISION USE. 177.091 (28)	OK	
53. LEGEND OF ALL SYMBOLIZED ABBREVIATIONS. 177.091 (29)	OK	
54. BOUNDARY SURVEY. 177.041	OK	

55. CHECK ACCESS TO PUBLIC OR DEDICATED RIGHT OF WAY. <i>Informational</i>	OK	
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NOTES:

**CITY OF FRUITLAND PARK
CHAPTER 157 SUBDIVISIONS
CHECKLIST**

Legend:

OK= Complies with Chapter 157

N/A=not applicable

NO=needs more information

CITY= For City use or does not apply to the Final plat

20) Final Plat.

The approved final plat is the official record of the subdivision to be filed with the City Clerk and a copy shall be submitted to the Building Department. It is verification that the subdivided land has been developed substantially in accordance with the approved preliminary plat or that a bond has been posted which will secure the development as specified in the final plat, if applicable. The final plat must be approved by the City Commission and recorded in the Public Records of Lake County prior to the developer selling any lot or parcel.

A) Procedure. No final plat application shall be approved prior to the issuance of a land development permit. The plat shall be accompanied by: CITY

i) A complete final plat application furnished by the Building Department; CITY

ii) The appropriate filing fee and application; CITY

iii) Appropriate security for required improvement as specified in the Land Development Code unless a certificate of completion has been issued by the City Engineer; CITY

iv) Seven (7) copies of the final plat drawing showing the required information and certifications; CITY

v) Security for maintenance of improvements meeting the requirements of the Land Development Code when a certificate of completion has been issued; CITY

vi) A copy of the final protective covenants and deed restrictions, where such covenants and restrictions are required or established by the applicant; CITY

vii) All applicable informational requirements of the Land Development Code. CITY

viii) The City Manager or designee shall determine whether or not an application is complete and can be routed for interdepartmental review. No incomplete application shall be routed for review. CITY

ix) Current opinion of title prepared by a Florida attorney-at-law or title policy. OK

21) Format of Drawings. The final plat shall be:

- A) Prepared by a land surveyor registered and licensed in the State of Florida; OK
- B) On sheets twenty-four (24) inches by thirty-six (36) inches with one half inch margin on three sides and a three inch margin on the left side for binding; OK
- C) To a scale of no smaller than one inch represents one hundred (100) feet; OK
- D) Clearly drawn or printed with permanent black drawing ink; NOT ON MYLAR
- E) On linen tracing cloth or stable base film a minimum of 0.003 inches thick coated upon completion with plastic material or a non-adhered scaled print on a stable base film made by photographic processes to ensure permanency; and NO: NOT ON MYLAR YET
- F) Printed with lettering no smaller than 1/8", with a commensurate letter-line width. NO: MAKE SURE MINIMUM TEXT SIZE IS 0.10" PER LAKE COUNTY CODE

23) Information Required. (All information as required in Chapter 177.091, F.S.). The final plat shall contain:

- A) A title block; OK
- B) The name of the proposed subdivision which shall not duplicate nor closely approximate the name of any other existing subdivision in the City. If the plat is an addition to an existing subdivision, it shall bear the same name as the existing subdivision; OK
- C) The name of the city, county and state; OK
- D) The legal description; OK
- E) The date of preparation of the final plat and of any revisions; NO: NOT CERTIFIED YET
- F) A prominent "north arrow" on each sheet showing any portion of the subdivided lands; also, the reference bearing or azimuth in the notes or legend; OK
- G) The scale stated and graphically illustrated on each sheet; NO: SCALE NOT STATED

- H) An index sheet on page one showing the entire subdivision and indexing the area shown on succeeding sheets. Each sheet must show the particular number of the sheet and the total number of sheets as well as clearly labeled match lines; N/A
- I) The point of beginning shown together with the letters P.O.B. in bold letters when a point of beginning is used in the legal description; OK
- J) The initial point in the description shall be accurately tied to the nearest section corner, quarter section corner or government lot corner, and a certified corner record must be submitted to the Department of Natural Resources for such corner in accordance with Florida Statutes Section 177, part III; OK
- K) Boundary lines of the subdivided tract shown as a heavy line; OK
- L) All adjacent platted property identified by the subdivision name, plat book and page number; if not platted, so state; OK
- M) County and City limit lines within or abutting the tract; OK
- N) Permanent reference monuments and permanent control point locations as prescribed in Chapter 177, Florida Statutes, permanent reference monuments shall be installed prior to submission of final plat, permanent control points shall be installed within one year for the recording date; OK; PENDING LETTER OF CERTIFICATION
- O) Survey data including all pertinent dimensions; OK
- P) Lot and block identification. Each lot and each block shall be identified; OK
- Q) Street names; OK
- R) The location and width of all existing or recorded streets intersecting or contiguous to the boundary of the plat; OK
- S) "Not included" parcels to be labeled "not a part of this plat"; N/A
- T) All easements including limited access easements shall be graphically depicted on the plat or included in the covenants and restrictions established by the applicant; CITY
- U) The following statements shall be noted on the plat in a prominent place:
- Notice: "There may be additional restrictions that are not recorded on this plat that may be found in the public records of Lake County"; OK

V) A three inch by five inch space in the upper right hand corner of each sheet to be used by the Clerk of the Circuit Court for recording information. The following shall be depicted:

PLAT BOOK: _____

PAGE: _____

NO; INCLUDE ON SHEET 2

W) The boundary of the final plat having a mathematical error of closure not greater than .01 foot. Any plat undertaking to establish a local tidal datum and determine the location of the mean high water line or mean low water line shall comply with the notification requirements of Florida Statutes Section 177.37. OK

23) Covenants, Restrictions, Reservations.

All covenants, restrictions or reservations placed by the developer or required by the City shall appear on the final plat or be established by separate recorded document, which documents shall be submitted to the City with the final plat. If done by separate document, the public record location of such documents shall be indicated beneath the subdivision name or in the margin as follows: "Covenants, restrictions, or reservations affecting the ownership or use of the property shown in this plat are filed in Official Record Book No. _____, page _____."

CITY

24) Certification.

The final plat shall contain on the face or first page the following certifications, dedications and approvals, all executed and acknowledged as required by law, in the forms set forth below:

A) Dedications.

All areas reserved for use by the residents of the subdivision and all areas or facilities intended for public use, shall be specifically dedicated by the owner of the land at the time the plat is recorded. All streets, rights-of-way, easements, recreation facilities designed to serve more than one property owner shall be dedicated to the City, Community Development District or residents within the subdivision". The dedication to Community Development Districts and/or residents within the subdivision shall be dedicated without recourse to the City or any other public agency. All dedications shall be in the following forms or as approved by the City Attorney:

CERTIFICATE OF DEDICATION

(Corporate)

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that (exact corporate name), a (state) corporation, fee simple owner of the land described and platted herein, as (exact name of subdivision), being in the City of Fruitland Park, Lake County, Florida, have caused said lands to be surveyed and platted as shown hereon and does hereby dedicate as

follows:

CITY

CERTIFICATE OF DEDICATION

(Individual)

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that (exact owner's name), fee simple owner of the land described and platted herein, as (exact name of subdivision), being in the City of Fruitland Park, Lake County, Florida, has caused said lands to be surveyed and platted as shown hereon and does hereby dedicate as follows: N/A

(SELECT AS APPROPRIATE):

B) Streets and Right-of-ways. (For public streets)

All streets and rights-of-way shown on this plat (name specifically if less than all) are hereby dedicated in perpetuity to the City of Fruitland Park for the use and benefit of the public for proper purposes.

B) Streets and Right-of ways. (For public streets)

All streets and rights-of-ways shown on this plat (name specifically if less than all) are hereby dedicated in perpetuity to the City of Fruitland Park for the use and benefit of the public for proper purposes. OK

i) Private Streets.

All streets and rights-of-way shown on this plat (name specifically if less than all) are hereby declared to be and shall remain private. They are dedicated for the use and benefit of the owners and residents of this subdivision, and shall be of the perpetual maintenance obligation of the (state exact legal name of maintenance entity). All public authorities, including but not limited to police, fire, ambulance, and utility providers shall have the right to use the streets in the course of performing their respective duties. The City of Fruitland Park shall have no responsibility, duty or liability whatsoever regarding such streets. N/A

ii) Utility Easements.

The utility easements shown are dedicated in perpetuity to the City of Fruitland Park for the construction, installation, maintenance and operation of utilities by any utility provider, including cable television services, in compliance with such ordinances and regulations as may be adopted from time to time by the City Commission of Fruitland Park. CITY

iii) Drainage and Stormwater Management Easements.

The drainage easements and stormwater management tracts or easements as shown are dedicated in perpetuity for construction and maintenance of drainage facilities and shall be the perpetual maintenance obligation of the (give exact name of maintenance entity). Front yard drainage easements are subject to the right of each lot to have a driveway for ingress/ egress as approved by the City. CITY

iv) **Park and Recreation Areas.**

The park and recreation areas as shown are dedicated in Perpetuity for the (exclusive use and enjoyment of the public) and shall be the perpetual maintenance obligation of (give exact name of maintenance entity, if private) (City of Fruitland Park). N/A

v) **Limited Access Easements.**

The limited access easements as shown are dedicated in Perpetuity to the City of Fruitland Park for the purposes of control and jurisdiction over access rights. N/A

vi) **Conservation Easements.**

Conservation easements as shown are dedicated in perpetuity to the City of Fruitland Park or the appropriate agency for the purpose of preservation of environmentally sensitive areas. N/A

(ADD APPROPRIATE CONCLUSION):

(Corporate)

IN WITNESS WHEREOF, the above named corporation has caused these presents to be signed by its _____ and its corporate seal to be affixed hereto by and with the authority of its board of directors this _____ day of _____, _____.

(FULL CORPORATE NAME), a corporation of the State of _____, By: _____ (Signature of president or vice president or chief executive

CITY

(Individual)

IN WITNESS WHEREOF, (I) (we), (name(s)), have hereunto set (my) (our) hand(s) and seal(s) this _____ day of _____, _____.

WITNESSES:

_____ (Signature)

(Typed Name)

N/A

(ADD ACKNOWLEDGEMENT OF THOSE EXECUTING THE DEDICATION)

25) Joinder and Consent to Dedication by Mortgagor or Other Party in Interest.

approval.

OK

27) Certification of Surveyor. The plat shall contain:

A) The signature, registration number and official seal of the land surveyor certifying the survey data compiled and shown on the plat complies with all of the requirements of Chapter 177, Florida Statutes, as amended, chapter in the following forms:

NO (not signed yet)

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on _____ he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct presentation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed and each P.C.P. will be set as shown thereon within one year of the plat recording date as required by Chapter 177, Florida Statutes and Subdivisions and Platting, Chapter ____; and that said land is located in Fruitland Park, Florida.

Dated _____ Registration No. _____;

OK

B) A statement that permanent reference monuments, "P.R.M.", have been set in compliance with Chapter 177, Florida Statutes, as amended; and

OK; PENDING SURVEYOR'S LETTER

C) Each P.C.P. will be set under the direction and supervision of the surveyor within one year from the date the plat was recorded.

OK; PENDING SURVEYOR'S LETTER

28) Certificate of Approval by the City Commission.

The plat shall contain the approval and signature block for the City Commission and the acknowledgment and signature block of the Clerk of Circuit Court and the City Attorney. In the event the plat contains dedications to the City, this certificate shall also indicate whether the City accepts in whole or in part the dedications made. The following form is acceptable:

CERTIFICATE OF APPROVAL BY CITY COMMISSION

THIS IS TO CERTIFY, that on _____, the foregoing plat was approved by the City Commission of Fruitland Park, Florida. (Address acceptance of dedications in whole or in part, as appropriate).

Mayor
Attest:

City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

City Attorney

NO

29) Certificate of Approval by the Planning & Zoning Board.

The final plat shall contain the approval and signature of the Planning and Zoning Board Chairman in the following form:

CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING BOARD

Examined and Approved _____ Date _____
NO

30) Clerk's Certification.

State of Florida
County of Lake

I, Clerk of the Circuit Court of Lake County, Florida, do hereby certify that I have examined this plat of _____ subdivision and that it complies with all the requirements of

Chapter 177 of the Laws of Florida. This plat filed for record this ____ day of _____, _____, and recorded on Page ____ of Plat Book ____ in the office of the Clerk of Circuit Court of Lake County, Florida.

By: _____
Clerk of Circuit Court, Lake County, Florida.
OK


31) Instrument Prepared By.

The name and address of the Surveyor or Surveying Company who prepared the plat shall be contained on the plat. OK

32) Signatures.

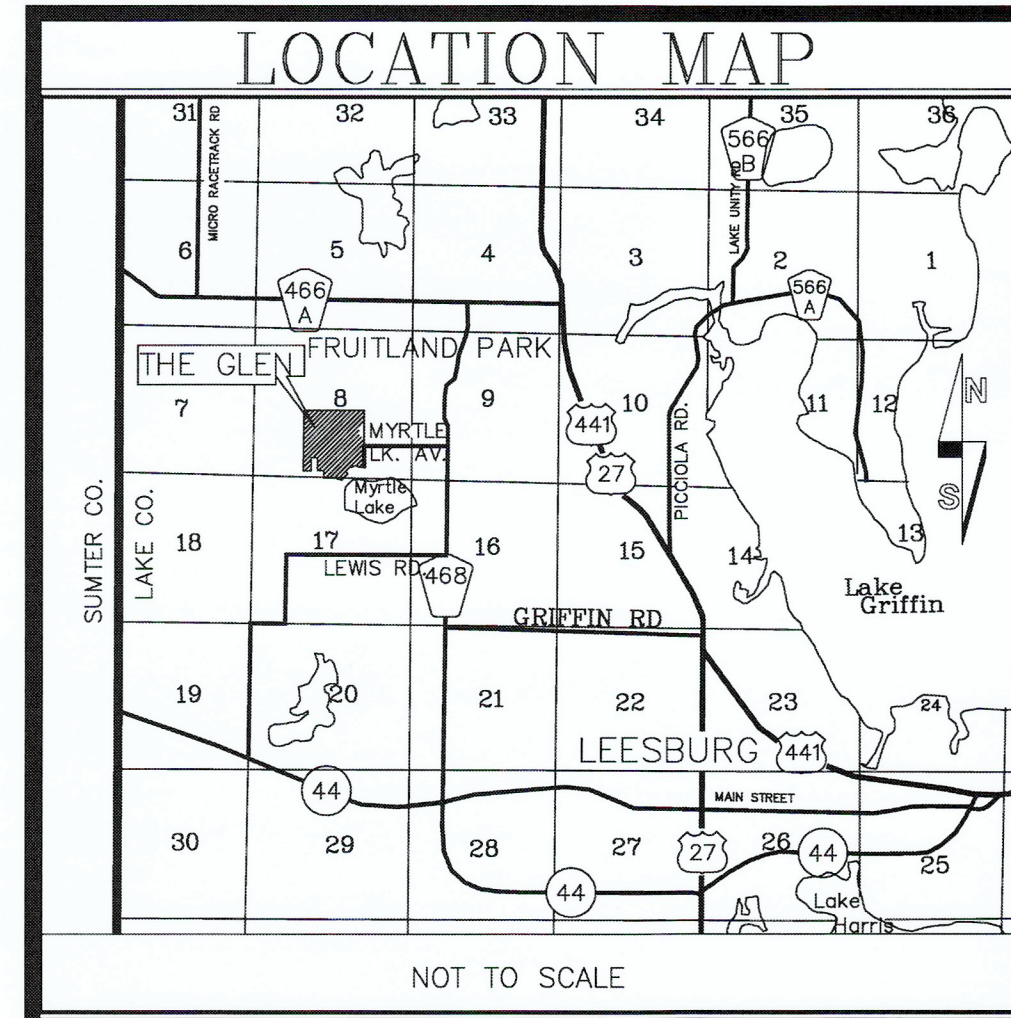
All signatures required shall be originals on the final plat and shall be made in permanent black ink. NO (not executed yet)

NOTES:



Jennings E. Griffin, P.L.S. #4486
Booth, Ern, Straughan & Hiott, Inc.

C:



THE GLEN PHASE 10

A Subdivision in the City of Fruitland Park
 Being a Portion of:
 Section 8, Township 19 South, Range 24 East
 Lake County, Florida

DESCRIPTION THE GLEN PHASE 10:

That part of the East 1/2 of the Southwest 1/4 of Section 8, Township 19 South, Range 24 East, Lake County, Florida, described as follows; from the Northeast corner of said East 1/2 of the Southwest 1/4 of Section 8, Township 19 South, Range 24 East, run N 89°22'17" W, along the north boundary of the East 1/2 of the Southwest 1/4 of said Section 8, a distance of 308.46 feet, to the Point of Beginning of the following described parcel; from said Point of Beginning, continue N 89°22'17" W, along said north boundary, a distance of 268.98 feet; thence S 01°05'32" W, a distance of 143.41 feet; thence S 88°54'28" E, a distance of 53.12 feet; thence S 37°15'30" W, a distance of 61.93 feet; thence N 88°54'28" W, a distance of 50.00 feet; thence S 03°55'27" W, a distance of 588.53 feet; thence S 88°54'28" E, a distance of 43.04 feet; thence S 06°24'05" E, a distance of 131.80 feet, to a point on a curve concave southerly and having a radius of 635.00 feet; thence Easterly along the arc of said curve, through a central angle of 6°16'53", a distance of 69.62 feet (Chord Bearing N 86°44'22" E and Chord Length 69.58 feet), to a Point of Reverse Curve concave northwesterly and having a radius of 25.00 feet; thence run Northeasterly and Northerly, along the arc of said curve, through a central angle of 88°47'16", a distance of 38.74 feet (Chord Bearing N 45°29'10" E and Chord Length 34.98 feet), to the end of said curve; thence S 82°38'54" E, a distance of 50.30 feet; thence N 01°05'32" E, a distance of 102.09 feet; thence S 88°54'28" E, a distance of 133.34 feet, to the Southwest corner of THE GLEN PHASE'S 7 & 8, recorded in Plat Book 59, Pages 25-26, Public Records of Lake County, Florida; thence along the west boundary of THE GLEN PHASE'S 7 & 8, the following courses; N 01°05'32" E, a distance of 175.57 feet; thence S 89°14'27" E, a distance of 42.00 feet; thence N 01°05'32" E, a distance of 120.00 feet; thence S 89°14'27" E, a distance of 67.20 feet; thence N 00°45'33" E, a distance of 50.00 feet; thence N 89°14'27" W, a distance of 28.56 feet; thence N 00°45'33" E, a distance of 125.00 feet; thence N 89°14'27" W, a distance of 81.05 feet; thence N 00°16'27" E, a distance of 316.66 feet; to the Point of Beginning, and end of this description; area described contains 6.41 acres.

NOTICE:

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

NOTES:

- Bearings are based on the recorded plat of THE GLEN PHASE'S 7 & 8, as recorded in Plat Book 59, Pages 25 and 26, Public Records of Lake County, Florida, and the centerline of Daybreak Drive as being N89°14'27"W.
- Distances are shown in U.S. survey feet and decimals thereof.
- Lot corners have been set in accordance with Chapter 177.091 (9), Florida Statutes.
- All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electric Safety Code as adopted by the Florida Public Service Commission.
- PCP's to be set prior to expiration of bond or other surety.
- The Title Opinion is to be filed as a separate document.
- No construction, trees, or shrubs will be placed in easements or rights-of-way without the City of Fruitland Park approval.
- It is the responsibility of the property owner to operate and maintain any storm water management system not located within the right of way of the road unless such responsibility is voluntarily assumed by the City of Fruitland Park.

Prepared by:
 Billy Earl Owens, PSM
 Professional Surveyor and Mapper
 Address: 39 CR 494
 Lake Panasoffkee, FL 33538
 PH: 352-793-2854

PLAT BOOK _____
 AND PAGE _____

DEDICATION FOR THE GLEN PHASE 10

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, does hereby dedicate said lands and plot for the uses and purposes thereon expressed, all streets and right of ways shown on this plat are hereby dedicated in perpetuity to the City of Fruitland Park for the use and benefit of the public for proper purposes; all utility easements shown are dedicated in perpetuity to the City of Fruitland Park for construction, installation, maintenance and operation of utilities by any utility provider, including cable television services, in compliance with such ordinances and regulations as may be adopted from time to time by the City Commission of Fruitland Park; all drainage easements and storm water management tracts or easements as shown are dedicated in perpetuity for construction and maintenance of drainage facilities and shall be perpetual maintenance obligation of The Glen Homeowners' Association, Inc.; park and recreation areas as shown are dedicated in perpetuity for the use and enjoyment of the owners of lots in this subdivision and shall be the perpetual maintenance obligation of The Glen Homeowners' Association, Inc.

IN WITNESS WHEREOF,
 The undersigned owner has executed this Dedication in the manner provided by law, on _____,
 Signed, Sealed and delivered in our presence as witnesses:

WITNESS: _____ GRANTEE: _____
 Signature _____ A. A. Moukhtara, Inc.
 a Florida Corporation

Print Name _____ by: Michel Moukhtara, President

Signature _____

Print Name _____

STATE OF FLORIDA
 COUNTY OF LAKE

The foregoing Dedication was acknowledged before me, an officer duly authorized to take acknowledgements in the State of Florida and County of Lake, this _____ day of _____, 20____, by Michel Moukhtara, President, on behalf of A. A. Moukhtara, Inc., a Florida Corporation.

He [] is personally known to me, or [] has produced _____ as identification.

NOTARY PUBLIC - STATE OF FLORIDA

Signature: _____

Print Name: _____

My commission expires _____



CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENCE, That the undersigned, being a Florida licensed and registered Surveyor and Mapper, does hereby certify that on May 23, 2018, he completed the survey of the lands described on this plat; that this plat is a correct representation of the lands herein described and platted or subdivided, and that Permanent Reference Monuments and Permanent Control Points have been placed and that this plat meets the requirements of Chapter 177, Florida Statutes, and is located in Fruitland Park, Florida.

Billy Earl Owens
 Professional Surveyor and Mapper
 39 County Road 494
 Lake Panasoffkee, Florida 33538

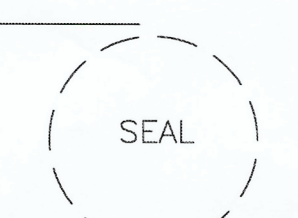


Billy Earl Owens, PSM
 Florida Registration No. 3522 Date _____

RECORD PLAT REVIEW STATEMENT

"Pursuant to Section 177.081, Florida Statutes, I have reviewed this Plat for conformity to Chapter 177, Florida Statutes, and find that said Plat complies with the technical requirements of that chapter; provided however, that my review does not include field verification of any of the coordinates, points or measurements shown on this Plat."

Date: _____
 Name: _____
 Florida Registered Surveyor and Mapper,
 Registration No. _____



CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, That this plat was presented to the City Council of Fruitland Park, Lake County, Florida and approved by said City Council of Fruitland Park for record, and the dedication of the streets and easements are accepted for municipal purposes of said city on the _____ day of _____, provided it is recorded in the Office of the Clerk of the Circuit Court of LAKE COUNTY, FLORIDA, within 90 days from the date of approval by said City Council of Fruitland Park, FLORIDA.

Attest: Clerk _____
 Approved as to Form and Legal Sufficiency _____
 City Attorney _____

Date: _____

APPROVAL OF MUNICIPAL PLANNING AND ZONING BOARD

THIS IS TO CERTIFY, that on _____ day of _____, the foregoing plat was officially approved by the PLANNING AND ZONING BOARD of the city of Fruitland Park, Florida.

Examined and Approved: _____ DATE: _____

CERTIFICATE OF CLERK

THIS IS TO CERTIFY, That I have examined the forgoing plat and find that it complies in form with all the requirements of chapter 177, Florida statutes, and was filed for record on _____ 20____, at _____ File No. _____

Clerk of the Circuit Court
 in and for Lake County, Florida

THE GLEN CONCURRENCY ANALYSIS

School Impact Analysis

The school impact analysis for concurrency purposes is outlined below. The proposed 19 lots will generate an additional 6 students. The analysis concludes that the proposed final plat will not cause a deficiency in school facilities.

Proposed Development Residential Units: 19 SF units

The anticipated number of students generated by the final plat is shown in Table 1.

**TABLE 1
STUDENTS GENERATED BASED ON PROPOSED DEVELOPMENT**

Lake County Student Generation Rates	
Single Family	
Type	Student Multipliers per Dwelling Unit
High School	0.102
Middle School	0.074
Elementary School	0.152
Total	0.328

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	19	0.152	3	0	0.143	0	3
MIDDLE	19	0.074	1	0	0.063	0	1
HIGH	19	0.102	2	0	0.077	0	2
GRAND TOTAL							6

Potable Water Analysis

The subject site is within the City of Fruitland Park's Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.879 MGD and the permitted consumptive use permit capacity is 1.4645 MGD. The City has a current available capacity of .3493 mgpd and an analysis was conducted of the proposed final plat and the City's Level of Service (LOS) standards (Table 3). The analysis concludes that the proposed final plat will not cause a deficiency and the City will have a remaining available capacity of .3413 mgpd.

Sanitary Sewer Analysis

The subject site is served by individual septic tanks.

Solid Waste Analysis

The LOS for solid waste is twice a week collection. The City utilizes a private waste hauler through a franchise agreement. The proposed development will produce 79,672 pounds of solid waste per year. The proposed amendment will not cause a deficiency in the LOS.

Transportation Impact Analysis

The 19 single family lots of The Glen – Phase 10 will be a minor impact as the PM peak hour trips are less than 25 (see table below). The proposed Phase 10 will not cause a deficiency in the LOS.

TRIP GENERATION ANALYSIS – TABLE 2

Proposed Development

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	19	210	181	19	12	7
TOTAL GROSS TRIPS (PROPOSED)			181	19	12	7

Table 3 – Water Analysis

Ordinance #	Acres	Existing Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Fruitland Park Permitted Capacity						1.4645
City of Fruitland Park Current Capacity						.3493*
*2018-	38.57	SF Medium Density	The Glen – Phase 10	19 units	.008	.3413

* Includes Gardenia East Amendment

Projected population – 51 (19 x 2.67 pph)

Estimated water demand based on PF Policy 4-10.1 of LOS of 172 gpdpc