

Rec 34.00

DECLARATION OF RESTRICTIONS  
FOR OLD MILL RUN

THIS Declaration of Restrictions is made this 10<sup>th</sup> day of NOVEMBER, 1981, by all owners (hereinafter referred to as "OWNERS") of that certain real property situate, lying and being in Lake County, Florida, and more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as "OLD MILL RUN").

WITNESSETH:

WHEREAS, OWNERS are all of the owners of OLD MILL RUN and wish to create a superior and unique development on said land and have determined that the clearest and most efficient way to insure this purpose is to enact these restrictions;

NOW, THEREFORE, OWNERS enact these restrictions in order to declare that OLD MILL RUN shall be held, transferred, sold, conveyed and occupied, subject to these restrictions:

1. USE RESTRICTIONS: The lands herein described may be used for single family dwellings, and for no other purposes. No business buildings may be erected on said lands and no business may be conducted any part thereof nor shall any building or any portion thereof be used or maintained as a professional office. Notwithstanding the provisions of this paragraph, OLD MILL RUN, INC., a Florida corporation (hereinafter referred to as "DEVELOPER") may utilize one or more lots for a sales office, models, or recreation area for so long as DEVELOPER, its successors or assigns shall own any lot in OLD MILL RUN, and DEVELOPER shall have the right to designate other persons or entities to likewise so utilize lots for a sales office, models, or recreation area, so long as said persons or entities own any lot or property in OLD MILL RUN.

2. SETBACK LINES AND SIZE OF BUILDINGS: All buildings erected or constructed on any lot as a dwelling shall contain a minimum of 2,500 square feet of floor area. Setback limitations shall be 75 feet from the front lot line, 50 feet from the rear lot line, and 30 feet from the side lot lines. All out buildings shall have minimum setback requirements on the front, rear and sides of 50 feet.

All homes constructed on the property shall be used as single-family dwellings only.

Where two or more lots are acquired and used as a single building site under a single OWNER, the side lot lines shall refer only to the lines bordering on the adjoining property.

Setback lines for corner lots and odd-shaped lots shall be as near as possible as set out above, except that variations may be authorized by the DEVELOPER at the time plans for buildings are approved, and a copy of such plans, including the plot plan, or a record of the variance may be kept on file by the DEVELOPER to establish the setback lines as approved.

RECORDED AND RETURNED  
NOV 23 10 37 AM '81  
CLERK OF COUNTY COURT  
LAKE COUNTY, FLA.

RETURN TO

MOODY & JONES  
ATTORNEYS AT LAW  
FIRST FEDERAL BUILDING, SUITE 302  
3881 W. OAKLAND PARK BOULEVARD  
FORT LAUDERDALE, FLA. 33311

AFFIDAVIT VERIFYING PREVIOUSLY RECORDED  
GOVERNING DOCUMENTS

STATE OF FLORIDA)  
COUNTY OF LAKE)

BEFORE ME, the undersigned authority, personally appeared JOSEPH GARBARAVAGE ("Affiant"), who, being by me duly sworn, says:

1. That Affiant is familiar with the revitalization efforts for Old Mill Run Homeowners' Association, Inc. and of its governing documents and makes this statement based on Affiant's personal knowledge.

2. That Affiant is over the age of 18 and is competent to testify to the matters herein.

3. That a true and correct copy of the previously recorded Declaration of Restrictions for Old Mill Run recorded in Official Records, Book 738, Pages 1039 et seq., Public Records of Lake County, Florida, is enclosed herein and is the same document that the Association is attempting to revitalize.

FURTHER AFFIANT SAITH NAUGHT

Dated this 27 day of March, 2017

AFFIANT

Joseph B. Garbaravage  
Name: JOSEPH B. GARBARAVAGE  
As its: \_\_\_\_\_

*Any changes?  
Appear same as  
1981.*

SWORN TO AND SUBSCRIBED before me this 27<sup>th</sup> day of March, 2017, by Joseph B. Garbaravage who is personally known to me or who produced a FLDL as identification and who did take an oath.

By: Mary Rutland  
Notary Public [signature]

Mary Rutland  
[Name of Notary Public Printed]



3. PLANS, SPECIFICATIONS AND LOCATION OF BUILDINGS: OWNERS shall submit to DEVELOPER a location and plot plan, preliminary plans and specifications for all buildings and structures to be erected on the lot and a professional preliminary landscape plan. These preliminary plans shall be prepared by an architect and shall be sufficient and definitive in detail and to scale so that there can be determined the character, all elevations, exterior appearance and exterior colors of all structures and landscaping. DEVELOPER shall, in writing, within fifteen (15) days after submission of said preliminary plans, accept, reject, or propose changes. Prior to the start of any construction on the lot, OWNER shall submit to DEVELOPER, final plans and specifications prepared by an architect for all construction and landscaping, exterior colors, and a location and plot plan in detail and to scale. Failure to obtain written approval of DEVELOPER of the final plans and specifications for all construction on the lot and the final professional landscape plan shall be deemed a material breach of this restriction. The DEVELOPER shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down or removed forthwith. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the OWNER to obtain from applicable governmental authority, or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction. The DEVELOPER will not assume any responsibility in this regard before, during, or after construction on any of the lots in OLD MILL RUN. The aforementioned technical data must be detailed on the final plans and specifications when submitted to the DEVELOPER before plan approval will be given. No exterior colors on any building or structure on any lot shall be permitted that, in the sole judgment of DEVELOPER, would be inharmonious or discordant, or incongruous for OLD MILL RUN. Any future exterior color changes desired by OWNER must be first approved by DEVELOPER.

No building or structure of any kind, including additions, alterations, pools, fences, walls, patios, terraces or barbecue pits shall be erected or altered unless approved by DEVELOPER.

No structure of any kind of what is commonly known as "factory built", "modular", or "mobile home" type construction shall be erected in OLD MILL RUN without written permission of DEVELOPER. OWNER must submit to DEVELOPER full plans, specifications, name of manufacturer and place of manufacture for consideration of permission. In the event permission is denied by DEVELOPER, DEVELOPER shall not assume any liability for any loss that might be sustained by OWNER.

Roofs shall have a minimum pitch of 4A2 and shall be constructed of flat or barrel cement tile, hand sawn or split cedar shakes, slate, copper, a stepped Bermuda type roof of poured lightweight aggregate concrete, all as defined by common usage in Lake County. In the event that some new, attractive material for roofing surfaces is discovered, or invented, the DEVELOPER may, in its sole discretion, approve the use of such new materials.

Flat roofs on screened porches, Florida rooms or utility rooms shall not be permitted unless located to the rear of the building and first approved by DEVELOPER in writing. Notwithstanding the foregoing, a mansard roof or a flat roof located elsewhere than to the rear of the building may be permissible if first approved in writing by DEVELOPER. All electric, telephone, gas or other utility connections must be installed underground. All utility and storage rooms shall not have a front entrance door. Refusal of approval of plans and specifications, location and plot plan, by the DEVELOPER may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the DEVELOPER.

Landscaping as required and as shown on the approved final landscape plan shall be completed at the time of completion of the building as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing authority. No gravel or blacktop or paved parking strips are to be allowed. Driveways must be constructed with materials as approved by DEVELOPER. The location and type of mailbox must be approved by DEVELOPER prior to installation. All mailboxes must be maintained in good condition as determined by DEVELOPER.

All areas not covered by buildings, structures, walkways, or paved parking facilities shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting streets or to the waterline of any abutting lakes or canals. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the landscaping plan.

DEVELOPER may appoint an ARCHITECTURAL CONTROL COMMITTEE to review all plans and specifications for all construction in OLD MILL RUN, and to determine the hours of construction, repair or maintenance.

4. GARAGES, CARPORTS AND STORAGE AREA: All garages shall accommodate no less than two (2) nor more than (3) automobiles. No unenclosed storage area shall be permitted on the lot and all storage areas must be located to the rear of the dwelling. Carports shall not be permitted unless approved in writing by DEVELOPER.

5. WALLS, FENCES AND SHUTTERS: No wall or fence shall be constructed with a height of more than five (5) feet above the ground level of adjoining property, and no hedge or shrubbery abutting the property lines shall be permitted with a height of more than six (6) feet without written approval by DEVELOPER. Perimeter walls and fences shall not be permitted. No wall or fence shall be constructed on any lot until its height, length, type, design, composition, materials and location on the lot shall have been approved in writing by DEVELOPER. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition, materials and location of any wall or fence shall be resolved by DEVELOPER, whose decision shall be final. Hurricane or storm shutters shall not be stored on the exterior of the residence.

A. No wood fencing material shall be permitted unless approved in writing by DEVELOPER.

6. ACCESSORY OR TEMPORARY BUILDINGS: No tents and no accessory or temporary buildings or structures shall be permitted except the DEVELOPER may, upon written request of the OWNER, permit a temporary construction facility on the lot during construction, and its size, appearance and temporary location on the lot must be approved by DEVELOPER in writing. Any signs to be used in conjunction with this temporary construction facility must also be approved by DEVELOPER in writing, and DEVELOPER shall require landscaping around this temporary construction facility in sufficient quantity so as to shield it from all adjacent streets and properties.

7. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR-CONDITIONERS: All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment and housing, must be underground or placed in walled-in areas so that they shall not be visible from any street or adjacent properties, and adequate landscaping shall be installed and maintained by the OWNER. All air-conditioning units shall be shielded and hidden so that they shall not be visible from any street or adjacent property. Wall air-conditioning units shall be permitted only after prior written approval by DEVELOPER. Window air-conditioning units shall not be permitted.

8. METHOD OF DETERMINING SQUARE FOOT AREA: The method of determining square foot area of proposed building and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

9. SIGNS: No signs shall be erected or displayed on any lot or on any structure, unless the placement and character, form, size, and time of placement of such sign be first approved in writing by DEVELOPER. No free standing signs shall be permitted unless approved in writing by DEVELOPER. Said signs must also conform with local regulatory ordinances.

10. DEVELOPER: In order to supplement the public facilities and services that may be furnished by the local governments, and in order to provide public facilities and services that may not be available to OLD MILL RUN, when necessary or desirable as determined by the DEVELOPER in its sole discretion, the DEVELOPER is authorized by all of the OWNERS to act in their behalf and is hereby empowered to contract for the installation of a water plant and supply system, a gas system, a sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks for OLD MILL RUN. Each OWNER shall be liable for and shall promptly pay to the DEVELOPER a pro-rata share of the cost of said water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks, and said cost shall be apportioned among the lots in OLD MILL RUN in proportion to its front footage, square footage, or by any other method as determined by the DEVELOPER in its sole discretion. Payment shall be due and payable immediately upon letting of the contract for any of the aforesaid improvements. If an OWNER fails to make payment for the improvements within thirty (30) days after notification, a lien on the

OWNER'S lot shall arise for the proportionate cost thereof. The judgment of the DEVELOPER in the letting of contracts and the expenditure of said funds shall be final. Each OWNER shall be vested with the right to use the water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks in perpetuity. Each OWNER shall install all sewer outlets so that a direct connection can be made to the nearest street or alley, and the plan for such sewer outlets shall be submitted to the DEVELOPER for approval prior to commencement of construction.

11. MAINTENANCE OF PREMISES: In order to maintain the standards of OLD MILL RUN, no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In addition, the property, buildings, improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon the failure of the OWNER to maintain the property, buildings, structures, improvements and appurtenances to the satisfaction of the DEVELOPER, and upon the OWNER'S failure to make such corrections within thirty (30) days of written notice by the DEVELOPER, the DEVELOPER may enter upon the premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the OWNER. The DEVELOPER may require the OWNER to deposit with the DEVELOPER the estimated cost thereof as determined by the DEVELOPER. If any OWNER fails to make any payment herein required within thirty (30) days after requested to do so by the DEVELOPER, then the DEVELOPER is hereby granted a lien on the real property involved, which lien shall secure the monies due for the cost of making the correction hereunder, together with interest at the highest legal rate under the usury laws of the State of Florida from date of delinquency, all costs and expenses, including a reasonable attorneys' fee, which may be incurred by the DEVELOPER in enforcing this lien. The lien herein granted shall be effective from and after the date of recording in the Public Records of Lake County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the OWNER, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

12. HOMEOWNERS' ASSOCIATION: Every person or entity who is an OWNER of a lot, including the DEVELOPER, at all times as long as it owns any part of the property subject to this Declaration of Restrictions shall be a MEMBER of the HOMEOWNERS' ASSOCIATION, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a MEMBER. Membership shall be appurtenant to, and may not be separated from, ownership of any lot which is subject to assessment. The HOMEOWNERS' ASSOCIATION shall initially be established by the DEVELOPER forming a Florida corporation not for profit under the name of OLD MILL RUN HOMEOWNERS' ASSOCIATION, INC.

The HOMEOWNERS' ASSOCIATION shall have all of the rights of the DEVELOPER as set forth in paragraphs 1-7, 9-11, 18, 19, 21, and 24. These rights shall be exercised by the HOMEOWNERS' ASSOCIATION concurrently with the DEVELOPER until such time as the property is fully developed and sold by the DEVELOPER and then shall be exercised solely by the HOMEOWNERS' ASSOCIATION.

13. **PROPERTY RIGHTS IN THE COMMON PROPERTY:** Every member shall have a right and easement of enjoyment in and to the common property which shall consist of the roadways and other rights of way existing in OLD MILL RUN and such riding trails, walking paths, and other common areas to be designated upon the plat of OLD MILL RUN. The HOMEOWNERS' ASSOCIATION shall take such steps as are reasonably necessary to protect and preserve the common property.

The HOMEOWNERS' ASSOCIATION shall further promulgate and promote such rules and regulations governing use and enjoyment of the common property as shall be beneficial to all of the owners.

14. **COVENANTS FOR MAINTENANCE ASSESSMENTS:**

A. **Creation of Lien and Personal Obligation of Assessments.** The OWNER of any lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the HOMEOWNERS' ASSOCIATION any annual assessments or charges, and any special assessments for capital improvements or major repairs; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest legal rate under the usury laws of the State of Florida and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made, and shall also be the personal obligation of the OWNER. No OWNER may waive or otherwise escape liability for the assessments provided for herein by non-use of the common property or by abandonment.

B. **Purpose of Assessment.** The annual and special assessments levied by the HOMEOWNERS' ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, aesthetic enjoyment and welfare of the residents of the properties covered by these Restrictions and in particular for the improvement and maintenance of the common property and any easement in favor of the HOMEOWNERS' ASSOCIATION, including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of and undertaken by, the HOMEOWNERS' ASSOCIATION.

C. **Uniform rate of Assessment.** All regular and special assessments shall be at a uniform rate for each lot covered by these Restrictions.

D. **Date of Commencement of Annual Assessment.** The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the HOMEOWNERS' ASSOCIATION, or if not done by the HOMEOWNERS' ASSOCIATION, by the Board of Directors of the ASSOCIATION, to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by said Boards.

15. EFFECT OF NON-PAYMENT OF ASSESSMENT. IF the assessments herein provided are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property as of the date of recording of a Claim of Lien in the Public Records of Lake County, Florida, which Claim of Lien shall state the description of the lot encumbered thereby, the name of the OWNER, the amount due and the date when due. Said lien shall bind such property in the hands of the then OWNER, his heirs, devisees, personal representative and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate under the usury laws of the State of Florida per annum, and the HOMEOWNERS' ASSOCIATION may bring an action at law against the OWNER personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all costs and expenses, including a reasonable attorneys' fee, which shall be incurred by the HOMEOWNERS' ASSOCIATION in the enforcement of this obligation.

16. NOTICE TO DEVELOPER. Notice to DEVELOPER of a request for approval of plans, specifications and location of buildings or signs shall be in writing and delivered or mailed to DEVELOPER at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by DEVELOPER.

A. Notice to Homeowners' Association. Notice to HOMEOWNERS' ASSOCIATION as required by these Restrictions shall be in writing and delivered or mailed to HOMEOWNERS' ASSOCIATION at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by HOMEOWNERS' ASSOCIATION.

17. NOTICE TO OWNER. Notice to any OWNER of a violation of any of these Restrictions, or any other notice herein required, shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Lake County, Florida, or if not shown thereon, to the address of the OWNER, as shown on the deed as recorded in the Public Records of Lake County, Florida.

18. NO SUBDIVISION. None of the lots in OLD MILL RUN shall be divided or sold except as a whole, without the written approval of the DEVELOPER.

19. UTILITY EASEMENTS. There is hereby reserved for the purpose of installing and maintaining government and public utility facilities and improvement district facilities, and for such other purposes incidental to the development of the property those easements to be shown upon the plat of OLD MILL RUN which is to be recorded, each being designated "Utility Easement", and there is also hereby reserved easements and rights-of-way for constructing anchor guys for electric and telephone poles, as shown on the plat of OLD MILL RUN to be recorded, and there is hereby further reserved for a term of twenty (20) years from the date of this instrument by the DEVELOPER, its successors



and assigns, full free right and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, gas and electric lines, communication lines, and such other and further public service facilities as DEVELOPER may deem necessary along, through, in, over and under a strip of land twelve (12) feet in width or six (6) feet in width, being six (6) feet (as measured at right angles) from all side, front and rear lot lines in the aforesaid OLD MILL RUN. The DEVELOPER will cause to be recorded from time to time various declarations of easements setting forth the location of all said easements under the rights herein reserved and this right, except for the recorded easements, shall terminate in twenty (20) years.

20. NON-LIABILITY OF DEVELOPER, HOMEOWNERS' ASSOCIATION and OWNERS. The DEVELOPER, HOMEOWNERS' ASSOCIATION and OWNERS herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person or entity other than itself.

21. NUISANCES. Nothing shall be done which may be or may become an annoyance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on, nor may anything be done in the neighborhood which can be construed to constitute a nuisance, public or private in nature.

Any question with regard to the interpretation of this paragraph shall be decided by DEVELOPER, whose decision shall be final.

22. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by these Restrictions shall apply not only to OWNERS, but also to any person or persons, entity or entities, occupying the OWNER'S premises under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied.

Failure of the OWNER to notify said persons or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of DEVELOPER or HOMEOWNERS' ASSOCIATION of enforcement of these restrictions, and in addition, the OWNER shall be responsible for all violations of these restrictions by his tenants, licensees, invitees or guests, and by guests, licensees and invitees of his tenants at any time.

23. DECLARATION OF RESTRICTIONS RUN WITH THE LAND. The covenants and restrictions under this Declaration of Restrictions shall run with and bind the property covered thereby and shall inure to the benefit of and be enforceable by the DEVELOPER or HOMEOWNERS' ASSOCIATION or the OWNER of any property subject to these Restrictions, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date these Restrictions are recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then OWNERS of two-thirds (2/3) of the lots has been recorded agreeing to change or terminate said covenants and restrictions in whole or in part.

24. DEVELOPMENT. The DEVELOPER may, in its sole discretion, further subdivide the property attached hereto as Exhibit A, or any portion thereof, into additional lots none of which shall be less than one (1) acre in size.

25. AMENDMENT OF RESTRICTIONS. The DEVELOPER may, in its sole discretion, modify, amend, waive or add to these Restrictions, or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein.

26. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any procedure 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 require certain performance or to recover damages or to enforce any lien created by these covenants. Any costs of collection, including reasonable attorneys' fees, including appellate fees, incurred in the enforcement of these covenants, restrictions, or liens shall be paid by the OWNER. Failure by the DEVELOPER or HOMEOWNERS' ASSOCIATION to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

27. SEVERABILITY CLAUSE. Invalidation of any of these restrictions in whole or in part, by a court of competent jurisdiction shall not affect any of the other restrictions.

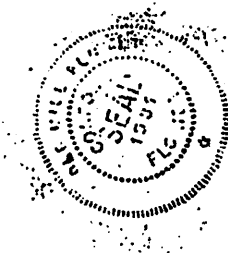
IN WITNESS WHEREOF, all OWNERS of OLD MILL RUN do hereby execute this Declaration of Restrictions this 16 day of NOVEMBER, 1981.

Attest:

OLD MILL RUN, INC., a Florida corporation

By: [Signature]  
Jeff Baker, Secretary

By: [Signature]  
Paul Hanna, President



STATE OF FLORIDA  
COUNTY OF BROWARD

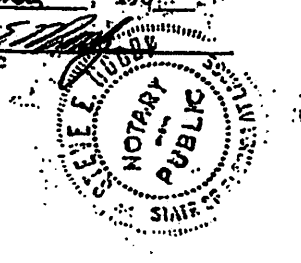
8552 738 PAGE 1048

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared PAUL HANNA and JEFF BAKER, well known to me to be the President and Secretary respectively of the corporation named as grantor in the foregoing, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16<sup>th</sup> day of November, 1982

(SEAL)

  
Notary Public



My Commission Expires: 8-20-84

EXHIBIT "A"

The West 1/3 of the Southwest 1/4,  
and the West 1/2 of the East 2/3 of  
the Southwest 1/4 of Section 3,  
Township 20 South, Range 26 East,  
Lake County, Florida.