

A LETTER TO THE THREE RIVERS ESTATES PROPERTY OWNERS
A BRIEF SUMMARY WITH DOCUMENTS AS EVIDENCE Dated May 27, 2026

In December 2025, the TREPO board decided to “revitalized” HOA/POA deed restrictions and documents under Florida Statute 720 and 712 **without the majority** of the property owners consent, which is contradicting to Florida Statute 720 and 712. Consent from a majority of **ALL affected parcel owners** must have been sought in order to pass.

Out of the approximate 2000 property owners, the board sent out revitalization packets to only 58 property owners in attempts to get a “partial revitalization” passed with the state of Florida Department of Commerce (DOC). It unfortunately passed because the state does not verify accuracy.

In TREPO’s “partial revitalization” attempt, they included ALL PROPERTIES in the Three Rivers Estates subdivision which has now placed a cloud on all of our titles and has affected **ALL parcel owners**. (SEE ATTACHED: STATE OF FLORIDA DIVISION OF ADMIN HEARINGS PRE-HEARING STIPULATIONS) Note: The facts listed that were stipulated to, are what our attorney’s and TREPO’s attorney, Peter Focks, **AGREED** to. On page 15 of 18, you can see what facts still remain in dispute and what the Admin. Law Judge must determine in August.

Jesse Crane and Bonnie Blackwell filed timely petitions to the state within the 21 day time frame from when the board’s revitalization was approved by the Dept of Commerce, and our court hearing to get it removed with the state was held on May 14th, 2026. We will have our final ruling August 10th, 2026. The attached document of the STATE OF FLORIDA DIVISION OF ADMIN HEARINGS PRE-HEARING STIPULATIONS is what was discussed line by line in court. If you want to follow along with the pre-hearing stipulations, you can download both revitalization documents and both petitions (in both counties) located/posted further down on trepoinc.org.

Previously, in December 2025 and in February of 2026, two demand letters were sent to the TREPO board and their attorneys. (see attached) These demand letters specifically state that according to the 1986 warranty deeds for both Columbia and Suwannee counties, Three Rivers Estates, Inc. transferred to TREPO certain recreational and community areas **“for the benefit of all property owners” in the developments known as THREE RIVERS ESTATES located in Columbia and Suwannee County.** (SEE ATTACHED 1986/97 Warranty deeds) Another demand letter was sent today, May 27, 2026, stating that the board cannot violate easement rights in regards to the 1986 warranty deed. (See attached)

With this 1986 Deed, each owner of property within Three Rivers Estates in Columbia and Suwannee County became third party beneficiaries to the property conveyed to TREPO with each possessing the right to use the property. The 1986 Deed **does not** require **owners** to be members of TREPO in order to have a right to use the TREPO property. **The 1967 Covenants were never amended to empower TREPO with the authority to enforce the Covenants nor were they amended to authorize TREPO to amend the 1967 Covenants. TREPO was also never empowered with the ability to remove the right of beneficial use to each owner of property within Three Rivers Estates** as described in the 1986 Deed. As a result, since the 1986 Deed was recorded, the owners of real property within Three Rivers Estates in Columbia and Suwannee Counties have possessed a legal right to use the TREPO recreational and community areas; and this right has been consistently and continuously used. **Membership in TREPO is not a requirement to use the property transferred to TREPO as described in the 1986 Deed.** Similarly, owners of property within Three Rivers Estates located in Columbia and Suwannee Counties **are not required to be members of TREPO**. As a result, TREPO is not a mandatory membership corporation or “association.”

A LETTER TO THE THREE RIVERS ESTATES PROPERTY OWNERS
A BRIEF SUMMARY WITH DOCUMENTS AS EVIDENCE Dated May 27, 2026

Definition: Covenants: HOA covenants and deed restrictions are recorded legal documents that regulate how you can use, maintain, and improve your property, from exterior paint colors and landscaping to parking, pets, and home additions. For example, the CC&Rs might dictate the color of your house, prohibit you from leaving your laundry out to dry, or describe what type of mailbox you may install. Violating the HOA rules can lead to fines, suspension of amenities, liens, and, in some cases, even foreclosure on your home.

Do NOT be confused over what the TREPO board is calling the association. They call it a POA, but want it to function as an HOA with lien and foreclosure rights. Regardless of what they call it, if you can't pay your dues, they are attempting to get the right to foreclose on your land. This is a gross overreach of their authority, as we see in the 1986 deed, TREPO never had that authority! DO NOT BE FOOLED! We have the rights to the parks as property owners. The documents they want owners to sign in order to purchase a key May 29th and 30th, states that you agree to all governing documents and bylaws (see attached) **BE WARNED, these documents are not valid, and voluntarily signing up may lock you into their trap!!**

We can see by reading the attached demand letters, warranty deeds, and facts stipulated to, all property owners in Three Rivers Estates have property rights that we are fighting for. **We are requesting that you do NOT purchase a key nor sign ANY documents to receive a key until our final court ruling!** The money you give the board is being used to fight property owners and we believe the board has run dry of funds to fight us with. The 103 thousand dollars they rolled over in January 2026 to revitalize all of our properties is more than likely gone and they have now attempted 2 separate key days 2 weeks apart. They were instructed in both demand letters NOT to prevent property owners from accessing the parks. The board is supposed to wait for the final court ruling, and we ask you to do the same.

Jesse Crane is filing for a permanent injunction to ban the current board members from ever serving on the board again. When we succeed with the injunction, the association will be placed in a receivership by a judge to instruct us how to carry the corporation on in a legal and fair manner.

We understand there has been a lot of confusion over how the TREPO Corporation has been conducting business the last 60 years, and we (as property owners) want clarity on how to move forward in a legal and fair manner. We do not have all of the answers, as only a judge and real legal guidance can give us, but I can assure you that we are finally on the right track in gathering evidence, proof, and support from the community.

If you'd like to donate to the 2 property owners attorneys who are fighting for you,

You can send a check to :

Bonnie Blackwell's Attorney

Fisher Tousey

501 Riverside Ave

Suite 700

Jacksonville , Florida 32202

USE CLIENT CODE 107217 in check memo

Jesse Crane's Attorney

Anderson and Givens, PA

1689 Mahan Center Blvd.

Ste B

Tallahassee, Florida 32308

Put Jesse Crane in check memo



CHRISTENE M. ERTL
Shareholder
Board Certified Condominium
and Planned Development Attorney
780 N. Ponce de Leon Blvd.
St. Augustine, Florida 32084
T: (904) [REDACTED]
E: [REDACTED]
Paralegal: Cindy B. Marsh
[REDACTED]

December 15, 2025

Sent by Email and U.S. Mail
(peter@mccarty [REDACTED])

Peter C. Focks
McCarty Focks, PLLC
2630-A NW 41st Street
Gainesville, Florida 32606-6666

Re: Three Rivers Estates Property Owners, Inc.
Invalid Revitalization attempts

Dear Mr. Focks:

This firm has the pleasure of representing several concerned owners of the Three Rivers Estates community. Recently, these owners requested our assistance regarding the recent invalid attempts to revitalize covenants and restrictions for the Three Rivers Estates community in both Columbia and Suwannee Counties. This letter will explain several reasons why the current attempts to revitalize are invalid. The enumerated reasons do not detail every error in the revitalization packages but are those we believe are most important and act to irrevocably invalidate the current and any future attempt at revitalization.

Revitalization efforts in Columbia County. There are several legal deficiencies regarding the revitalization attempt underway in Columbia County, Florida relating to the Three Rivers Estates community based on a copy of the revitalization package made available to us that was sent out on your firm’s letterhead. As you know, the revitalization of covenants and restrictions are governed by Ch. 712 of the Florida Statutes, and beginning in 2004, as to certain properties, also Part III of Ch. 720 of the Florida Statutes. Most all properties were legally authorized to use Part III of Ch. 720 of the Florida Statutes by 2018.

The original covenants and restrictions recorded affecting the properties in the Three Rivers Estates community in Columbia County was recorded on May 2, 1967 (“1967 Covenants”), at Book 128, Page 90 in the Official Public Records of Columbia County. Pursuant to Florida’s Marketable Record Title Act (Chapter 712 of the Florida Statutes – “MRTA”) these covenants expired on or about May 2, 1997, unless they were preserved from extinguishment pursuant to the process described in Ch. 712. To our knowledge, and based on our review of the public records of Columbia County, this was never done.

The 1967 Covenants established certain covenants and restrictions that each owner had the right to enforce against each other owner. Pursuant to the terms of the 1967 Covenants, the approval of the “Seller ... and ... a majority of the landowners” was required to amend the 1967 Covenants. Again, to our knowledge, and based on our review of the public records of Columbia County, this was never done. Furthermore, since the 1967 Covenants were never amended, this means they were never

amended to identify a corporate entity empowered to enforce or amend the 1967 Covenants. As such, only a majority of the owners governed by the 1967 Covenants are authorized to amend the 1967 Covenants or file a MRTA preservation notice as further described in Sections 712.05 and 712.06 of the Florida Statutes. Since no MRTA preservation notice was ever filed by a majority of owners, the 1967 Covenants expired on or about May 2, 1997, or soon thereafter.

In 1980, the Three Rivers Estates Property Owners, Inc. ("TREPO") was formed in the State of Florida as a corporation not for profit. At this time, homeowners associations did not exist in the State of Florida. In fact, homeowners associations were not created under Florida law until 1992, with the enactment and addition of a single section to Chapter 617, Section 617.301. Chapter 720, the Homeowners Association Act, did not become a part of Florida's statutes until 2004.

TREPO was established as a Florida not for profit corporation organized to "own, operate and maintain certain parks, picnic areas, with all improvements thereunto appertaining, located on Tract 1 and Tract 2 of the Three Rivers Estates Development located in Columbia and Suwannee Counties along the southern end of the Ichetucknee River and at the immediate north and south areas of the intersection of the north of the Sante Fe River at the points north and south of the intersection of the Ichetucknee River with said Sante Fe River." The members of this corporation were identified to be "property owners or their spouses in Tract 1 and 2 of the Three Rivers Estates located in Columbia and Suwannee Counties, Florida, at that certain development located south of U.S. Highway No. 27 at the intersection of the Ichetucknee and Sante Fe Rivers."

In 1986, Three Rivers Estates, Inc., transferred to TREPO certain recreational and community areas *"for the benefit of all property owners* in the developments known as THREE RIVERS ESTATES located in Columbia and Suwannee County." (See Warranty Deed recorded at Book 627, Page 208 in the public records of Columbia County) ("1986 Deed") (emphasis added). With this 1986 Deed, each owner of property within Three Rivers Estates in Columbia and Suwannee County became third party beneficiaries to the property conveyed to TREPO with each possessing the right to use the property. The 1986 Deed does not require owners to be members of TREPO in order to have a right to use the TREPO property. The 1986 Deed did not mention the 1967 Covenants and did not transfer any of Seller's rights under the 1967 Covenants to TREPO.

At the time of the 1986 Deed, the 1967 Covenants were still active and had never been amended. The 1967 Covenants were never amended to empower TREPO with the authority to enforce the Covenants nor were they amended to authorize TREPO to amend the 1967 Covenants. TREPO was also never empowered with the ability to remove the right of beneficial use to each owner of property within Three Rivers Estates as described in the 1986 Deed. As a result, since the 1986 Deed was recorded, the owners of real property within Three Rivers Estates in Columbia and Suwannee Counties have possessed a legal right to use the TREPO recreational and community areas; and this right has been consistently and continuously used. Membership in TREPO is not a requirement to use the property transferred to TREPO as described in the 1986 Deed. Similarly, owners of property within Three Rivers Estates located in Columbia and Suwannee Counties are not required to be members of TREPO. As a result, TREPO is not a mandatory membership corporation or "association."

MRTA defines a property owners association as "a homeowners' association as defined in s. 720.301, a corporation or other entity responsible for the operation of property in which the voting membership is made up of the owners of the property or their agents, or a combination thereof, and in which membership is a mandatory condition of property ownership, or an association of parcel owners

which is authorized to enforce a community covenant or restriction that is imposed on the parcels.” (emphasis added). Since membership in TREPO is not a mandatory condition of property ownership and since TREPO is not authorized to enforce the 1967 Covenants, TREPO does not meet the definition of a property owners association as defined in Ch. 712. Accordingly, TREPO cannot use the process outlined in MRTA for property owners associations to revitalize covenants.

Ch.720 of the Florida Statutes defines “Homeowners’ association’ or ‘association’ [as] a Florida corporation responsible for the operation of a community or a mobile home subdivision in which the voting membership is made up of parcel owners or their agents, or a combination thereof, and in which membership is a mandatory condition of parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel. ...” Since membership in TREPO is not a mandatory condition of property ownership, TREPO also does not meet the definition of a homeowners association or association as defined in Ch. 720. TREPO instead is best described as a voluntary association, more akin to a community club. TREPO cannot impose covenants and restrictions on the properties within Three Rivers Estates located in Columbia and Suwannee Counties, unless the property owner executes the covenants or provides some other power of attorney authorization in recordable form.

In light of the above, the owners of properties as described in the 1967 Covenants remain the only parties authorized and empowered to amend, enforce or revitalize the 1967 Covenants.

Notwithstanding the lack of authority to amend or enforce the 1967 Covenants, in 1990, the Board of Directors of TREPO attempted to approve and did record “new” restrictions (“1990 Covenants”) alleged to provide additional covenants and restrictions to Units 1, 1A, 2 – 24 of Three Rivers Estates, exclusive of Lot 1AAA, Unit 11.” These restrictions were not approved by either the “Seller” nor “a majority of landowners” as required by the 1967 Covenants. Since a majority of landowners did not approve the 1990 Covenants and since TREPO was never identified in the 1967 Covenants as being authorized to amend the same, there was no legal mechanism for the Board of TREPO to amend and impose the 1990 Covenants on the owners of property within the Three Rivers Estates community. Accordingly, the 1990 Covenants are illegal and invalid, and never amended the 1967 Covenants. Likewise, the 1990 Covenants are not legally binding on the properties within Three Rivers Estates located in Columbia nor Suwannee County, Florida.

With the amendments to Ch. 712 in 2018 “parcel owners of a community not subject to a homeowners association may use the procedures set forth in ss. 720.403-720.407 to revive the covenants or restrictions that have lapsed under the terms of this chapter.” Pursuant to Section 712.404 the “revived declaration may not contain covenants that are more restrictive on the parcel owners than the covenants contained in the previous declaration.” Pursuant to Section 720.405(5) “a copy of the complete text of the proposed revived declaration of covenants.... shall be presented to all of the affected parcel owners by mail or hand delivery” and pursuant to Section 720.405(6) “a majority of affected parcel owners must agree in writing to the revived declaration of covenants.”

Since the 1990 Covenants are invalid and unenforceable, the current revitalization package improperly included the 1990 Covenants since they never legally governed the community and thus would act to add covenants that are more restrictive on the parcel owners than the covenants in the 1967 Covenants. The inclusion of the 1990 Covenants invalidates the revitalization package sent out by your firm. In addition, a complete copy of the 1967 Covenants were not included, which also results in the revitalization package being deficient. Likewise, since TREPO is not authorized to operate,

manage or enforce the 1967 Covenants, the inclusion of the Articles and Bylaws of TREPO further acts to invalidate the revitalization package. Finally, the revitalization packages sent out by your firm in Columbia County were sent to less than all "affected owners" that were governed by the 1967 Covenants. If this was done purposely in order to try and divest certain owners of property within the Three Rivers Estates community of the right to use the recreational and community areas conveyed in 1986 Deed, this attempt fails under Florida law. If this was simply a mistake, it nonetheless has the same result of being deficient of the requirements to include all affected parcel owners.

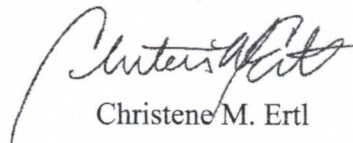
Suwannee County. Similar to Columbia County, there are several legal deficiencies and concerns regarding the revitalization attempt underway in Suwannee County, Florida relating to the Three Rivers Estates community based on a copy of the revitalization package made available to us that was sent out on your firm's letterhead. Most important, there is no evidence that any restrictions were ever lawfully imposed on the Three Rivers Estates community existing in Suwannee County. Accordingly, there can be no revitalization of covenants that were never lawfully imposed.

Regarding the revitalization package sent to a handful of Three Rivers Estates property owners in Suwannee County, such package included a copy of the first page of covenants that were never recorded in Suwannee County as well as the TREPO Articles and Bylaws. A search of the Suwannee County public records of the book and page on the very faded copy of the first page of the alleged covenants contained in the Suwannee County revitalization package reveals a deed having nothing to do with the Three Rivers Estates properties, not the covenants included in your package. Since there were never covenants imposed by a party who owned all lots at a time when they owned all lots, nor by individual owners, there are no covenants to revive in Suwannee County. Furthermore, as noted above, since TREPO was never authorized to impose, amend or revitalize covenants (should they exist) on the Three Rivers Estates properties in Suwannee County, it is improper to include them in any revitalization package. Finally, as noted above, the package was sent to less than all affected parcel owners identified in the graphic description of the property attached to the revitalization package, further invalidating the already deficient and invalid package.

If you, your firm or TREPO takes any action to submit the currently circulating invalid, improper and thus illegal revitalization packages to the Florida Department of Commerce, this letter serves to place you on notice that all available legal recourse and remedies will be pursued. Likewise, if you, your firm or TREPO attempts to keep property owners in the Three Rivers Estates community located in Columbia and Suwannee Counties from using the recreational and community area property transferred to TREPO specifically and solely to be held "for the benefit of all property owners in the developments known as THREE RIVERS ESTATES located in Columbia and Suwannee County," all available legal recourse and remedies will be pursued.

If you have any questions regarding this letter, please contact me.

Sincerely,


Christene M. Ertl

CME/cbm
cc: Client (by E-mail)

D.J. Fredericks, Esquire
Doug Christy, Esquire*
Jerry Hosey, Esquire
Nathan Reneau, Esquire
Tiffany A. Grant, Esquire



Attorneys & Counselors At Law

Land Use
Real Estate & Title
Civil Litigation
Probate and Trusts
Estate Planning

*Board Certified Specialist in
Condominium and Planned
Development Law

February 24, 2026

Sent via USPS Certified RRR and First Class

Three Rivers Estates Property Owners Inc.
c/o R.A. Terri Hester, President
[REDACTED] SW Manatee Terrace
Fort White, FL 32038

Glenn Hunter, Chairman
[REDACTED] SW Riverside Ave.
Fort White, FL 32038

Vickie Imm, Treasurer
[REDACTED] 36th Terrace
Branford, FL 32008

Re: Web Announcement Dated February 12, 2026; and
Recording of Revived Declaration

Dear Board of Directors:

Please be advised that our office has the pleasure of representing Jesse Crane who owns multiple lots within Three Rivers Estates. We are in receipt of a copy of the recorded Revived Declaration and the February 12, 2026 communication to the homeowners suggesting that keys and access to the parks will be withheld unless and until homeowners join the Association and presumably consent to and subject their lot(s) to the Revived Declaration.

→ Withholding keys and access to the parks is entirely inappropriate to attempt to strong arm homeowners into signing joinders consents and we will vigorously challenge any effort to withhold keys and access to the parks as an impairment of easement and a violation of the covenants running with the land pursuant to the Warranty Deed recorded at O.R. Book 627, Page 208 et seq. of the public records of Columbia County, Florida which conveyed the 5 separate areas of land that were to be utilized as recreation areas in the community to Three Rivers Estates Property Owners, Inc. ("TREPO").

The Warranty Deed expressly contains a provision that states as follows:

→ This deed is made and accepted on the express condition that the Grantee, its successors, and assigns use the herein described property only as a recreational and community area for the benefit of all property owners in the developments

Tallahassee Office

Sarasota Office

Tampa Office

known as THREE RIVERS ESTATES located in Columbia and Suwanee Counties, Florida and SUWANEE RANCHETTS located in Suwanee County, Florida and that the herein described property be maintained in good condition for such purposes.

*
→
The above language on the face of the deed creates an easement in favor of the homeowners within Three Rivers Estates and the easement is not conditioned upon being a member of any association or subject to any covenants or restrictions or any payments of any kind. At the very least, the language creates a covenant or restriction that runs with the land. The homeowners have an absolute right to access all recreational areas in the community deeded to TREPO and any attempts to block or prevent a homeowner from accessing the recreational areas is an impairment to their easement rights and/or interference with a use right that will subject TREPO to a lawsuit.

No homeowners should be fraudulently induced to sign joinders and consents to the Revived Declaration based upon statements that their access rights to the recreational areas will be revoked.

Additionally, you should note that individual directors may be named as defendants in any lawsuit and any directors and officers insurance policy may not provide coverage where directors are found to be acting outside of their scope of authority or engaged in fraudulent or dishonest conduct as you now have full knowledge of the easement rights/use rights set forth on the face of the Warranty Deed.

Our client is further challenging the recording of the Revived Declaration and the Department of Commerce's approval of the revitalization effort for multiple reasons. We hereby demand that a notice withdrawing and terminating the Revived Declaration be recorded based upon multiple deficiencies not the least of which is that the 1962 restrictions and the 1990 amended restrictions are void ab initio and cannot be revitalized and the recorded Revived Declaration purports to bind all lots throughout Three Rivers Estates and subjects TREPO and possibly its directors and any homeowners who signed off or consented to the revitalization to slander of title action, declaratory and injunctive relief and attorney's fees and costs in the event that the Court declares the Revived Declaration void.

PLEASE BE GOVERNED ACCORDINGLY.

Sincerely,

Jeremy V. Anderson

Cc: Peter C. Focks, Esq.
McCarty Focks, PLLC
2630 NW 41st Street, Bldg. A
Gainesville, FL 32606

Jeremy Anderson, Esquire
Justin Givens, Esquire
D.J. Fredericks, Esquire
Doug Christy, Esquire*
Jerry Hosey, Esquire
Nathan Reneau, Esquire
Tiffany A. Grant, Esquire



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Probate and Trusts
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www.AndersonGivens.com

*Board Certified Specialist in
Condominium and Planned
Development Law

May 27, 2026

Sent via USPS Certified RRR and First Class

Three Rivers Estates Property Owners Inc.
c/o Terri Hester, Registered Agent
[REDACTED] SW Manatee Terrace
Fort White, FL 32038

Three Rivers Estates Property Owners Inc.
c/o R.A. Terri Hester, President
[REDACTED] SW Manatee Terrace
Fort White, FL 32038

Vickie Imm, Treasurer
[REDACTED] 286th Terrace
Branford, FL 32008

Glenn Hunter, Chairman
[REDACTED] SW Riverside Ave.
Fort White, FL 32038

Re: Web Announcement and Key Day; and
Recording of Revived Declaration

Dear Board of Directors:

Please be advised that our office has the pleasure of representing Jesse Crane who owns multiple lots within Three Rivers Estates. We are in receipt of a copy of the recorded Revived Declaration and understand there has been communication to the homeowners suggesting that keys and access to the parks will be withheld unless and until homeowners join the Association and presumably consent to and subject their lot(s) to the Revived Declaration.

*
Withholding keys and access to the parks is entirely inappropriate to attempt to strong arm homeowners into signing joinders and consents and we will vigorously challenge any effort to withhold keys and access to the parks as an impairment of easement and a violation of the covenants running with the land pursuant to the Warranty Deed recorded at O.R. Book 627, Page 208 et seq. of the public records of Columbia County, Florida which conveyed the 5 separate areas of land that were to be utilized as recreation areas in the community to Three Rivers Estates Property Owners, Inc. ("TREPO").

The Warranty Deed expressly contains a provision that states as follows:

This deed is made and accepted on the express condition that the Grantee, its successors, and assigns use the herein described property only as a recreational and community area **for the benefit of all property owners in the developments**

Tallahassee

1689 Mahan Center Blvd., Ste. B
Tallahassee, FL 32308
850-692-8900

Sarasota

6000 Cattleridge Dr., Ste. 300
Sarasota, FL 34232
941-866-4348

Tampa

4830 W. Kennedy Blvd., Ste. 600
Tampa, FL 33609
(By Appt. Only)
850-756-7984

Wakulla

7 High Dr.
Crawfordville, FL 32327
(By Appt. Only)
850-234-2540

known as THREE RIVERS ESTATES located in Columbia and Suwanee Counties, Florida and SUWANEE RANCHETTS located in Suwanee County, Florida and that the herein described property be maintained in good condition for such purposes.

* The above language on the face of the deed creates an easement in favor of the homeowners within Three Rivers Estates and the easement is (not) conditioned upon being a member of any association or subject to any covenants or restrictions or any payments of any kind. At the very least, the language creates a covenant or restriction that runs with the land. The homeowners have an absolute right to access all recreational areas in the community deeded to TREPO and any attempts to block or prevent a homeowner from accessing the recreational areas is an impairment to their easement rights and/or interference with a use right that will subject TREPO to a lawsuit.

No homeowners should be fraudulently induced to sign joinders and consent to the Revived Declaration based upon statements that their access rights to the recreational areas will be revoked or that their access rights are in any way conditioned upon their joining the Association as mandatory members.

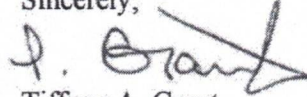
Additionally, you should note that individual directors may be named as defendants in any lawsuit and any directors and officers insurance policy may not provide coverage where directors are found to be acting outside of their scope of authority or engaged in fraudulent or dishonest conduct as you now have full knowledge of the easement rights/use rights set forth on the face of the Warranty Deed.

Our client is further challenging the recording of the Revived Declaration and the Department of Commerce's approval of the revitalization effort for multiple reasons. We hereby demand that a notice withdrawing and terminating the Revived Declaration be recorded based upon multiple deficiencies not the least of which is that the 1962 restrictions and the 1990 amended restrictions are void ab initio and cannot be revitalized and the recorded Revived Declaration purports to bind all lots throughout Three Rivers Estates and subjects TREPO and possibly its directors and any homeowners who signed off or consented to the revitalization to slander of title action, declaratory and injunctive relief and attorney's fees and costs in the event that the Court declares the Revived Declaration void.

Lastly, we understand that the Association is contemplating proposed amendments to the governing documents. Please be advised that any attempts to amend the Declaration or other governing documents at this time is entirely inappropriate given the challenge to the Revived Declaration and it was represented to our office that no further actions would be taken by the Board of Directors to seek amendment votes or to require joinders and consent or to restrict park access or withhold keys until such time as a decision has been rendered by the Administrative Law Judge in the matter before the Department of Commerce and the Division of Administrative Hearings wherein our client and others are challenging the validity of the Revived Declaration.

PLEASE BE GOVERNED ACCORDINGLY.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Grant', with a long horizontal stroke extending to the right.

Tiffany A. Grant

TAG/hs

Cc: Peter C. Focks, Esq.
McCarty Focks, PLLC
2630 NW 41st Street, Bldg. A
Gainesville, FL 32606

DO NOT SIGN OR PAY FOR A MEMBERSHIP UNTIL AFTER FINAL COURT RULING !!

**Three Rivers Estates Property Owners, Inc.
Application for Membership 2026**

Membership # _____

Name of property owners(s) _____

(As shown on your deed)

Mailing address _____ No. _____

City _____ State _____ Zip+4 _____

Phone # (____)-____-____ Email Address _____

Property Location: Unit ____ Block ____ Lot(s) _____ County _____

(Property Street Name)

DUES: \$175.00 Annual Dues \$ _____

Donations \$ _____

Total Submitted \$ _____

Payment Method: () Check () Cash () Online () Money Order

Locks are typically changed mid-January.

Can you **volunteer** for or **contribute** towards () Maintenance, () Security, () Newsletter, () Donation of Building Materials, () Legal Advisor, () Sponsor a Gate Greeter or () Other (Please specify)

All new members must show proof of ownership with a recorded copy of deed. (Need proof of any name change on property), Sign Association documents to be recorded, and pay the annual assessment
Mail to:
T.R.E.P.O. - P.O. Box 148 - Fort White, Fl. 32038

By signing this membership application, you acknowledge you have read, understand, and agree to abide by the TREPO Bylaws, and all governing documents currently in effect and found at www.trepo.net/documents.

Printed Name _____

Signature _____

Date _____

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor has executed this deed under seal on the day and year first above written.

Signed, sealed and delivered on our presence as witnesses:

THREE RIVERS ESTATES, INC.

● Commodore Shively

BY: Sidney Hodor
SIDNEY HODOR, as its President

● John Dietrich

STATE OF FLORIDA
COUNTY OF ALACHUA BROWARD

The foregoing Warranty Deed was acknowledged before me this 27th day of MARCH, 1967 by Sidney Hodor, President, THREE RIVERS, INC. ESTATES

● Laura Schwartz
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT 1, 1968
DONOR THRU GENERAL INS. UND.

DK 0627 PG 0209
OFFICIAL RECORDS

WARRANTY DEED

THIS INDENTURE, made and entered into on this 31st day of December, 1986, by and between THREE RIVERS ESTATES, INC., a Florida Corporation, as *Grantor, and THREE RIVERS ESTATES PROPERTY OWNERS, INC., a Florida Corporation, as *Grantee.

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situated, lying and being in Suwannee County, to-wit:

Lots A-B-41-42-11-12 & C of THREE RIVERS ESTATES, Unit 1S, according to the plat thereof, recorded in Plat Book 1, Pages 57 and 58 as recorded in the Public Records of Suwannee County.

SUBJECT TO taxes for the year 1987 and all subsequent years.

This deed is made and accepted on the express condition that the Grantee, its successors, and assigns use the herein described property only as a recreational and community area for the benefit of all property owners in the developments known as THREE RIVERS ESTATES located in Columbia and Suwannee Counties, Florida and SUWANNEE RANCHETTS located in Suwannee County, Florida and that the herein described property be maintained in good condition for such purposes.

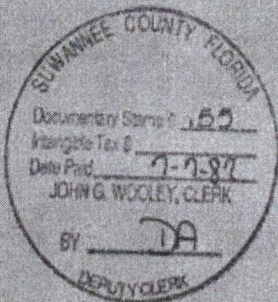
In the event any of the property ceases to be used for such purposes or is abandoned for 12 consecutive months, and the Grantee fails to correct such default within 60 days after written notice of default is received by the Grantee, then the property so abandoned or which ceases to be used for such purposes, shall revert to Grantor, its successors or its assigns and Grantor, its successors and assigns shall forfeit all rights, title and interest in and to the property so abandoned.

The right of reverter shall, however, cease and terminate and all rights of the Grantor under the terms of this right of reverter shall cease and terminate after 21 years from the date of this conveyance.

If any of the property reverts to the Grantor pursuant to the terms and conditions of this deed and the right of reverter contained herein, then the Grantor shall have the right to re-enter the land which has so reverted, and the Grantee shall have the right to remove from the property which has reverted to the Grantor all structures and improvements placed upon the property by the Grantee, and shall deliver such property back to the Grantor in as good condition as existed as of the date of this deed. The Grantor and Grantee further agree to execute additional documents as may be required to effect either the termination of this right of reverter or the reversion of any of the property to the Grantor, all as provided for in this deed. The provisions of this deed shall be binding upon and shall inure to the benefit of the respective parties and their successors and assigns.

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

*"Grantor" and "Grantee" are used for singular or plural, as context requires.

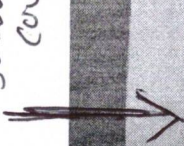


FILED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF SUWANNEE COUNTY, FLORIDA
JUL 7 11 54 AM '87
AND REGISTERED IN OFFICIAL RECORDS ON PAGE 257 OF BOOK 322 BY JOHN G. WOOLEY, CLERK, D.C.

004790

This Instrument Prepared By
Charles L. Holden, Jr.
1240 N. W. 11th Avenue
Gainesville, Florida 32601

Suwannee County



STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

JESSE CRANE

Petitioner,

vs.

Case No. 26-1415

THREE RIVERS ESTATES PROPERTY
OWNERS ASSOCIATION, INC.

Respondent,

_____/

BONNIE BLACKWELL, SCOTT AND
CANDICE KAY, ET. AL.,

Petitioners,

vs.

Case No. 26-1416

THREE RIVERS ESTATES PROPERTY
OWNERS ASSOCIATION, INC.

Respondent.

_____/

PRE-HEARING STIPULATION

The Parties have conferred pursuant to the Order of Pre-Hearing Instructions dated March 31, 2026, and do hereby jointly submit the following stipulations:

The parties have discussed the possibility of settlement and settlement is not possible at this time.

(a) The nature of the dispute revolves around the Department of Commerce's approval of a revitalization of the governing documents for Three Rivers Estates Property Owners, Inc. (TREPO) as having been compliant with Chapter 720, Part III, of the Florida Statutes.

(b) Petitioners take the position that the submission to the Department of Commerce did not comply with Florida law and should not have been approved. Respondent takes the position that the revitalization was properly approved.

(c) **List of Exhibits:**

- 1) All attached exhibits to the Petitions;
- 2) Deeds for each of the lots owned by the various Petitioners;
- 3) Ownership and Encumbrance searches from Old Republic for Lots 38, 39, and 40 of Three Rivers Estates Section 11 and Lot 119 of Three Rivers Estates Unit No. 17;
- 4) Deeds for various Lots throughout Three Rivers Estates which reference the deed restrictions by O.R. Book and Page;
- 5) Deeds for various Lots for which a signed consent form was submitted with the Revitalization Package.
- 6) Suwannee County Clerk of court Search pages for document located at Book 130, Page 57 (screenshot taken by Petitioners' counsel, Christene M. Ertl)
- 7) Indenture recorded in Suwannee County Official Public Records at Book 130, Page 56-57.

(d) List of Witnesses:

Jesse Crane,

Bonnie Blackwell,

Pamela Thomas,

Wendy Hale,

April Cirrincione

Charlene Brown, [REDACTED]

Jodie Pacariem, [REDACTED]

Larry and Linda Sapp, [REDACTED]

Heidi Shubert, [REDACTED]

David & Mary Peat, [REDACTED]

Jarred & Amanda Buttram, [REDACTED]

David McNamara & Cheryl Sutherland, [REDACTED]

Glenn Hunter, [REDACTED]

(e) Facts stipulated to:

- 1) The Respondent's correct name is Three Rivers Estates Property Owners, Inc. and the case-style should be corrected to reflect the proper name of the Respondent.
- 2) Petitioners are all interested parties for the purpose of standing and standing only.
- 3) Three Rivers Estates Property Owners, Inc. ("TREPO") did not exist in 1962.
- 4) TREPO was formed in 1980.
- 5) The revitalization submission to the Department of Commerce included only the Bylaws approved in 1994 ("1994 Bylaws") as it relates to submission of the Bylaws.

6) The 1994 Bylaws expressly state they were amended from Bylaws adopted in 1987, and the 1987 Bylaws were not submitted to Department of Commerce with the Revitalization Package.

7) TREPO did not mail, email or otherwise send to any of the Petitioners notice of the approval of the Revitalization and did not post notice of the approval of the Revitalization in the community before February 10, 2026.

8) TREPO does not assert any technical deficiencies with the Petitions.

9) The Petitions were timely filed.

10) A true and accurate copy of the Revitalization Package submitted by Respondent to the Department of Commerce is attached to the Petition submitted by Petitioners Bonnie Blackwell, Scott and Candice Kay, et. al. as Exhibit 2 and the Petition submitted by Petitioner Jesse Crane as Exhibit E (“**Revitalization Package**”).

11) Respondent only mailed the Revitalization Package materials, excluding the Department of Commerce internal documents and any signed consents, but including a consent form (“**Owner Revitalization Package**”), to the parcel owners listed on Exhibit E to the Revived Declarations as submitted to the Department of Commerce with the Revitalization Package and as recorded in the public records along with the letter of approval from the Department of Commerce.

12) The date on the cover letter Respondent used when sending out the Revitalization Package to affected owners is October 30, 2025.

13) The tabulation by Respondent of the requisite majority of total affected parcel owners for both Columbia and Suwanee Counties was based upon only those parcel

owners listed in Exhibit E to the Revived Declarations as submitted to the DOC and as recorded along with the letter of approval from the DOC.

14) Anything recorded in the public records that has an O.R. Book and Page or recorded Instrument Number reference on it from the Clerk of Court of the applicable County shall be acceptable as an exhibit in this matter and a certified copy shall not be required.

15) Exhibits attached to the Petitions are true and accurate copies of the Owner Revitalization Package and Revitalization Package as referred to in this joint stipulation, and the recorded Revived Declaration, which is included in the Revitalization Package.

Columbia County (specific) Stipulated Facts

16) Petitioners, Jesse Crane, Bonnie Blackwell, Pamela Thomas, April Cirrincione, Jodie Pacariem, Charlene Brown, Denise O'Connor, Joseph & Wendy Hale, Jimmy & Brenda Williams, Greg & Lisa Anderson, David & Shannon Benton, Clinton & Teresa Simmons, Jerome & Patricia Squadrito, Michael Smith, Joseph & Taralee Surento, Leigh Odom, Dave & Linda Malstonm, Dennis & Dorothy Sandlin, Jeffrey & Kimberly Koycar, Deborah Chadwick, Eric & Lorrie Sweetapple, Larry & Cindy Fulford, Diana Suarez, Larry Cyrier, Mary Brallier and Elizabeth Baillie (“**Columbia Petitioners**”) each own parcels of real property that are within the lands purportedly once encumbered by the “1962 restrictions” (herein defined) recorded at O.R. Book 129, Page 90 of the Official Records of Columbia County, Florida and/or the “1990 restrictions” (herein defined) recorded at O.R. Book 733, Pages 144–146 of the Official Records of Columbia County, Florida.

17) A true and accurate copy of the Revived Declaration for Columbia County was attached to the Petition submitted by Petitioners Bonnie Blackwell, Scott and Candice Kay, et. al. as Exhibit 3 and was attached to the Petition submitted by Petitioner Jesse Crane as Exhibit A and is recorded at O.R. Book 1560, Page 650 et seq. in the Official Records of Columbia County, Florida (“**Columbia Revived Declaration**”).

18) All Columbia Petitioners own parcels identified in Exhibit D of the Columbia Revived Declaration (the graphic depiction of property governed by the Columbia Revived Declaration), specifically identified in Paragraph 9 on page 2 of the recorded Revived Declaration as the “the land subject to ... the following Revived Declaration.”

19) All Columbia Petitioners own parcels that are within the land described in Schedule A of the Columbia Revived Declaration with the exception of Bonnie Blackwell, Leigh Odom, Dennis & Dorothy Sandlin, Larry Cyrier and Mary Brallier who own parcels in Unit 11 of Three Rivers Estates, which were included in Exhibit D to the Columbia Revived Declaration (the graphic depiction of the property governed by the Columbia Revived Declaration) but are not listed in Schedule A to the Columbia Revived Declaration.

20) The document attached to the Revitalization Package for Columbia County, Florida bearing recording information of O.R. Book 129, Page 90 of the Official Records of Columbia County, Florida (“**1962 Restrictions**”) consisted of one (1) page and there were no other pages included in the Revitalization Package for Columbia County relative to the 1962 Restrictions.

21) As defined above, the 1962 Restrictions contain no legal description of the land.

- 22) As defined above, the 1962 Restrictions contain no signatures.
- 23) As defined above, the 1962 Restrictions were not executed with two subscribing witnesses.
- 24) As defined above, the 1962 Restrictions were not notarized.
- 25) As defined above, the 1962 Restrictions do not mention a homeowners association or any corporate entity.
- 26) As defined above, the 1962 Restrictions did not mention mandatory membership in any association, club or corporate entity.
- 27) The document attached to the Revitalization Package for Columbia County, Florida bearing recording information of O.R. Book 733, Pages 144–146 of the Official Records of Columbia County, Florida (“**1990 Restrictions**”) were included in the Revitalization Package and the Columbia Revived Declaration.
- 28) Neither Petitioner nor Respondent are aware of any documents recorded in the Official Records of Columbia County purporting to be deed restrictions for the Three Rivers Estates community in Columbia County between the recording of the 1962 Restrictions and the 1990 Restrictions other than individual deeds which may contain restrictions or specific references to the 1962 Restrictions and/or the 1990 Restrictions.
- 29) Neither Petitioner nor Respondent are aware of any recorded assignment of rights from the Seller, as identified in the 1962 Restrictions, to TREPO and TREPO does not have any assignment of rights from the Seller, as identified in the 1962 Restrictions, in its records.
- 30) The 1990 Restrictions were signed only by two officers of TREPO, with each of their signatures being notarized.

- 31) TREPO never owned all of the property identified in the 1990 Restrictions.
- 32) There are no witness signatures to the signatures of the TREPO officers on the 1990 Restrictions.
- 33) The 1962 Restrictions did not provide for the right to collect assessments or any right to lien for any assessments.
- 34) The 1990 Restrictions did not provide for the right to lien for unpaid assessments.
- 35) Neither Petitioner nor Respondent are aware of the 1994 Bylaws being recorded prior to them being recorded with the Columbia Revived Declaration.
- 36) The 1994 Bylaws provide in Article 6, Section 3, that the Association “shall have a lien on each lot for any unpaid assessments”.
- 37) The Revitalization Package omitted a 2008 amendment to the Articles of Incorporation.
- 38) The Revitalization Package omitted the Notice of Preservation recorded in O.R. Book 1415, Page 2777 et seq. of the Official Records of Columbia County, Florida in 2020.
- 39) The Revitalization Package omitted the 1986 Warranty Deed transferring properties from Three Rivers Estates, Inc. to TREPO recorded at O.R. Book 627, Page 208 et seq. of the Official Records of Columbia County, Florida.
- 40) The 1986 Warranty Deed contains the following language: “This deed is made and accepted on the express condition that the Grantee, its successors, and assigns use the herein described property only as a recreational and community area for the benefit of all property owners in the developments known as THREE RIVERS ESTATES located

in Columbia and Suwanee Counties, Florida and Suwanee Ranchetts located in Suwanee County, Florida and that the herein described property be maintained in good condition for such purposes.”

41) The revitalization organizing committee treated only approximately 100 parcels within the Three Rivers Estates community in Columbia County as “affected parcel owners” as such term is used in Part III of Florida Statutes Chapter 720, Covenant Revitalization.

42) The Revitalization Package for Columbia County included only 55 signed consents of approval.

43) 46 of the consents included in the Revitalization Package for Columbia County are dated before November 13, 2025.

44) 22 of the consents included in the Revitalization Package for Columbia County are dated before November 10, 2025.

45) Schedule A of the Revitalization Package for Columbia County and the Columbia Revived Declaration is labeled “legal description” and contains more parcels than Exhibit E of the Revived Declaration which is identified as being a list of owners and legal descriptions of parcels subject to declaration.

46) Schedule A of the Revitalization Package for Columbia County and the Columbia Revived Declaration identifies 1937 parcels.

47) Schedule E of the Columbia Revived Declaration identifies approximately 100 parcels.

48) Exhibit E of the Revitalization Package for Columbia County and the Columbia Revived Declaration contains around approximately 1800 less parcels than Schedule A.

49) Exhibit E to the Columbia Revived Declaration and Exhibit E-1 to the Revitalization Package did not list all record owners of the parcels identified on Schedule A of the Columbia Revived Declaration.

50) Schedule A of the Revitalization Package for Columbia County and the Columbia Revived Declaration omits Units 1-A and 11, even though parcels from those units appear in Exhibit E.

51) Lot 7A of Section 1 lists Alexandra Stock as the parcel owner and does not list James Baker.

52) Alexandra Stock did not sign a consent to the revitalization.

53) James Baker signed the consent for Lot 7A of Section 1 of Three Rivers Estates.

54) The Columbia Revived Declaration in paragraph 9 provides that TREPO is recording “the Revived Declaration and other governing documents ... and further restricts the use, as hereinafter provided, of all of the lots in the Subdivision shown and described in Exhibit “D” attached hereto.”

55) Exhibit D of the Columbia Revived Declaration is the “Graphic Depiction of the property governed by the [Columbia Revived] Declaration” as stated in paragraph 5 of the Columbia Revived Declaration.

56) Exhibit D (graphic depiction) to the Columbia Revived Declaration includes 2114 parcels.

57) Exhibit E to the Columbia Revived Declaration includes approximately 100 parcels.

58) Exhibit D (graphic depiction) to the Columbia Revived Declaration includes 2000 more parcels than is listed in Exhibit E to the Columbia Revived Declaration.

59) Exhibit E of the Revitalization Package for Columbia County and the Columbia Revived Declaration contains approximately 2000 less parcels than is shown in the Graphic Depiction.

60) The Columbia Revived Declaration includes the full restatement of the 1990 Restrictions, which provides in the introductory paragraph that “The following Restrictions and Protective Covenants apply to the property herein conveyed as Units 1, 1A, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 17, 18, 19, 20, 21, 22, 23 and 24, Three Rivers Estates, a subdivision of subdivisions recorded among the official records of Columbia County, Florida exclusive of Lot 1AAA, Unit 11, which may be sold as a commercial lot for the sole purpose of serving the residential community of Three Rivers Estates.”

61) The description of property encumbered by the 1990 Restrictions, which are restated in the Columbia Revived Declaration, includes Unit 1A and Unit 11 (except for Lot 1AAA), but such Units (Unit 1A and Unit 11) are not included in Schedule A of the Columbia Revived Declaration.

Suwanee County (specific) Stipulated Facts

62) A true and accurate copy of the Revived Declaration for Suwanee County was attached to the Petition submitted by Petitioners Bonnie Blackwell, Scott and Candice

Kay, et. al. as Exhibit 4 and is recorded at Book 2671, Page 288 in the Official Records of Suwannee County, Florida (“**Revived Suwannee Declaration**”).

63) Petitioners, Heidi Shubert, Larry & Linda Sapp, Jared & Amanda Buttram, David & Mary Peat, David McNamara, Cheryl Sutherland, John & Rose Dallimonti, Joseph Grande, Ryan & Kelly Dunn, Steve & Andrea Lacey, Thomas Moore, , Donald & Dawn Chandler, Gerald & Kathryn Danaher, Ronald Harvey, Ronald Blattenberger, Jr., Leroy & Eva Tenney, George Woods, III, Homer & Ruth Ann Summerall, Earl & Mary Leavins, Marily Gorman, Richard Jolley & Susan Jolley-Shannen, William & Terry Bramhall, Keith & Charlene Austin, Randal Vaughn & Sindy August, Danny & Katherine Bousquet, Dawn Tuomi, Alan & Angela Regan, Ladoris & William Sherrel, Ladoris Driggers, Thomas & Lenorea Leggett, et al., Jerry & Jennie Brantley, Jeffrey & Laura Long and Scott & Candis Kay (“**Suwannee Petitioners**”) own parcels that are within the land described in Schedule A of the Suwannee Revived Declaration.

64) The document contained in the Revitalization Package for Suwannee County and the Revived Suwannee Declaration bearing the identifying information of “Book 130, Page 57” (“**Suwannee Declaration**”) consisted of one (1) page.

65) The Suwannee Declaration as defined herein contains no legal description of the land.

66) The Suwannee Declaration as defined herein contains no signatures.

67) The Suwannee Declaration as defined herein was not executed with two subscribing witnesses and is not notarized.

68) The Suwannee Declaration as defined herein does not mention a homeowners association or any corporate entity.

69) There were no documents recorded purporting to be deed restrictions for the Three Rivers Estates community in Suwannee County between 1962 and the recording of the Suwannee Revived Declaration.

70) There were no documents recorded purporting to be deed restrictions for the Three Rivers Estates community in Suwannee County before the Revived Suwannee Declaration.

71) There was no document providing for lien rights to TREPO recorded in the public records of Suwannee County until the Suwannee Revived Declaration was recorded.

72) The revitalization organizing committee treated somewhere between 18 and 35 parcels within the Three Rivers Estates community in Suwannee County as “affected parcels.”

73) The Revitalization Package for Suwannee County included only 18 signed consents of approval.

74) 11 of the 18 consents submitted with the Revitalization Package for Suwannee County are dated before November 13, 2025.

75) 7 of the 18 consents submitted with the Revitalization Package for Suwannee County are dated before November 10, 2025.

76) Schedule A of the Revitalization Package for Suwannee County and the Suwannee Revived Declaration is labelled “legal description”

77) Schedule A of the Suwannee Revived Declaration identifies more than 18-35 parcels.

78) Schedule A of the Revitalization Package for Suwannee County and the Suwannee Revived Declaration identifies 1111 parcels.

79) As stated in Paragraph 9 on page 2 of the Suwannee Revived Declaration, Exhibit D of the Suwannee Revived Declaration is the Graphic Depiction of the property to be governed by the Suwannee Revived Declaration (“Suwannee Graphic Depiction”): “The Association hereby records the Revived Declaration and other governing documents And further restricts the use, as hereinafter provided, of all of the lots in the Subdivision shown and described in Exhibit D attached hereto.”

80) The Suwannee Graphic Depiction identifies more than 18-35 parcels.

81) The Suwannee Graphic Depiction identifies 1111 parcels.

82) Schedule A of the Suwannee Revived Declaration omits Unit 1-S even though the plat maps for Unit 1-S are included in the Suwannee Graphic Depiction.

83) Exhibit E of the Suwannee Revived Declaration identifies only 18 parcels.

84) Schedule A of the Suwannee Revived Declaration contains 1000 more parcels than is identified in Exhibit E of the Suwannee Revived Declaration.

85) Exhibit D of the Suwannee Revived Declaration includes 1000 more parcels that are identified in Exhibit E of the Suwannee Revived Declaration.

86) In Suwannee County, no owner of property within Units 2, 5, 6, or 8 as identified in Exhibit D of the Suwannee Revived Declaration, were sent a copy of the Revitalization Package.

87) Units 2, 5, 6 and 8 as such Units are identified in Exhibit D of the Suwannee Revived Declaration are identified in Schedule A and Exhibit D of the Suwannee Revived Declaration.

(f) **Matters of law agreed upon:** The revitalization must conform to the requirements of Chapter 720, Part III of the Florida Statutes.

(g) **Facts that remain in dispute:**

1) Whether the document contained in the Revitalization Package for Suwannee County and the Revived Suwannee Declaration bearing the identifying information of “Book 130, Page 57” was ever recorded in Suwannee County, Florida prior to be included in the Suwannee Revived Declaration.

2) Whether or not the Columbia Revived Declaration, as recorded, binds more lots than just those listed on Exhibit E to the Columbia Revived Declaration.

3) Whether or not the Suwannee Revived Declaration, as recorded, binds more lots than just those listed on Exhibit E to the Suwannee Revived Declaration

4) Who were the “affected parcel owners” for the purpose of identifying persons entitled to receive the Revitalization Package as contemplated by Chapter 720, Part III, of the Florida Statutes?

5) Who were the “affected parcel owners” entitled to vote on the Revitalization Package as contemplated by Chapter 720, Part III, of the Florida Statutes?

6) Are all of the owners of parcels within Schedule A of the Revived Declarations (Columbia and Suwannee) affected parcel owners?

7) Are all of the owners of parcels within Exhibit D of the Revived Declarations (Columbia and Suwannee) affected parcel owners?

8) Were the Revived Declarations (Columbia and Suwannee) approved in the manner required by F.S. §720.405(6)?

9) Was approval of the affected parcel owners sought before 14 days after the affected parcel owners received the Revitalization Package

10) Whether or not the Revitalization Package as submitted complied with Chapter 720, Part III, of the Florida Statutes.

a. Did the Revived Declarations (Columbia and Suwannee) contain more restrictive covenants than were contained in the previous declarations?

b. Did the Revived Declarations (Columbia and Suwannee) contain the same respective amendment provisions as the previous declarations?

c. Did the Revitalization Package include a verified copy of all of the previous declaration of covenants and other previous documents for the community, including all amendment, as required by F.S. 720.406(1)(b)?

d. Did the Revitalization Package include the requisite number of affected parcel owners approving the Revived Declarations as required by F.S. §720.406(1)(c)?

(h) Issues of law that remain for the ALJ to determine:

1) Whether the Revitalization Package complied with to the requirements of Chapter 720, Part III of the Florida Statutes.

2) Whether the Revitalization Package should have been approved by the Department of Commerce.

(i) Disagreement as to the Rules of Evidence: NONE

(j) Pending Motions: NONE

(k) Estimated length of time for the final hearing: one full day

Respectfully submitted this 5th day of May, 2026.

Petitioners:

/s/ Christene M. Ertl
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Attorney(s) for Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Pre-Hearing Stipulation has been furnished by electronic service through the DOAH eALJ system and/or by e-mail to the following on this 5th day of May, 2026:

Jeremy Vincent Anderson, Esq. (Counsel for Petitioner, Jesse Crane)

Email: janderson@ [REDACTED]

Justin Givens, Esq. (Counsel for Petitioner, Jesse Crane)

Email: jgivens@ [REDACTED]

Christene Ertl, Esq. (Counsel for Petitioners, Blackwell Et. Al.)

Email: cme@ [REDACTED]

Peter Focks, Esq. (Counsel for Respondent)

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Karis De Gannes, Agency Clerk

Email: agency.clerk@ [REDACTED]

/s/ Tiffany A. Grant _____

Tiffany A. Grant

Florida Bar No. 040100

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