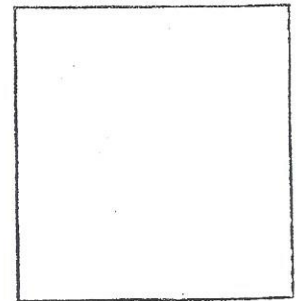


Rec Fee \$ 21.00 MARTHA O. HAYNIE,
 Add Fee \$ 10.50 Orange County
 Doc Tax \$ _____ Comptroller
 Int Tax \$ _____ By [Signature]
 Total \$ 41.50 Deputy Clerk



SPACE RESERVED
FOR RECORDER

DEER ISLAND PHASE II

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION (the "Supplemental Declaration"), made this 4th day of ~~February~~ ^{June}, 1992, by THE IRRGANG PARTNERSHIP, a Florida general partnership, whose address is c/o Post Office Box 157, Killarney, Florida 34740.

WITNESSETH: 4130287 ORANGE CO. FL.
06/25/92 00:27:49pm

WHEREAS, THE IRRGANG PARTNERSHIP is the owner of that certain real property described in Exhibit "A" (hereinafter referred to as the "Additional Property") contiguous with and located within the interior portion of that certain real property described as DEER ISLAND, as recorded in Plat Book 15, Pages 63 through 69, inclusive, Public Records of Orange County, Florida (hereinafter referred to as "Existing Property"); and,

OR 4427 PG 4350

WHEREAS, THE IRRGANG PARTNERSHIP (hereinafter referred to as the "Developer") is the successor to Deer Island, Inc., which was the original developer of the Existing Property; and,

WHEREAS, the Declaration of Covenants and Restrictions for the Existing Property recorded at Official Records Book 3644, Page 1571, Public Records of Orange County, Florida (the "Declaration"), provides for the annexation of additional property into the plan of that Declaration at the Developer's sole discretion; and,

WHEREAS, the Developer desires to cause the annexation of the Additional Property described in Exhibit "A" to the Existing Property subject to the Declaration of Covenants and Restrictions recorded at Official Records Book 3644, Page 1571, Public Records of Orange County, Florida, and subject to this Supplemental Declaration of Covenants and Restrictions.

NOW, THEREFORE, the Developer, its successors and assigns, declare that the Additional Property shall be held, transferred, sold, conveyed, and occupied subject to the covenants,

E. J. G. Home 1 net

restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

RECITALS

The recitals set forth above are true and correct, and are incorporated herein by reference.

ARTICLE II

EFFECT OF DECLARATIONS

1. Unless superseded by the provisions of this Supplemental Declaration, the definitions, terms and provisions of the Declaration recorded at Official Records Book 3644, Page 1571, Public Records of Orange County, Florida shall be applicable to the Additional Property.

2. Due to the different character of the Additional Property, the following complementary additions and modifications of the covenants and restrictions shall be applicable to the Additional Property, as provided herein.

ARTICLE III

DEFINITIONS

1. The following words, when used in this Supplemental Declaration, shall have the following meaning unless the context so prohibits:

(a) "Association" shall mean and refer to the Deer Island Homeowners' Association, Inc., a Florida corporation.

(b) "Existing Property" shall mean and refer to all that certain real property described in the Plat of Deer Island, according to Plat Book 15, Pages 63 through 69 inclusive, Public Records of Orange County, Florida.

(c) "Additional Property" shall mean and refer to that real property legally described in Exhibit "A" attached hereto and incorporated herein by reference.

(d) "Common Property or Properties" shall mean and refer to those areas of land, open spaces, greenbelts, and all private streets depicted on any recorded plat, including the plat of the Existing Property recorded at Plat Book 15, Pages 63 through 69 inclusive, and the plat of the Additional Property to be recorded in the Public Records of Orange County, Florida. The Common Property is to be conveyed to the Association for the common use and enjoyment of the Owners of all Lots in the Existing property and the Additional Property. All streets depicted on any plat are not intended to be dedicated to the public and

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shall be included in the definition of "Common Property or Properties." The Common Property of the Additional Property shall be the open space and drainage area depicted as Tract A, drainage facilities, rear and side yard drainage easements, pedestrian paths, and the conservation area depicted as Tract B, all as depicted on the plat for the Additional Property.

(e) "Lot" shall mean and refer to each plot of land set aside for purposes of improvement as a residential homesite and depicted upon any recorded subdivision plat of the Existing Property and the Additional Property.

(f) "Owner" shall mean and refer to the definition of Owner provided in Article I, Section 1(f) of the Declaration.

(g) "Member" shall mean and refer to each Owner who is a Member of the Association as provided in Article III, Section 2 of the Declaration.

(h) "Developer" shall mean and refer to The Irrgang Partnership, a Florida general partnership, and its successors and assigns.

ARTICLE IV

PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION AND ANNEXATION OF ADDITIONAL PROPERTY

1. Annexation of Additional Property. Pursuant to Article II of the Declaration of Covenants and Restrictions recorded at Official Records Book 3644, Page 1571, Public Records of Orange County, Florida (the "Declaration"), the Developer hereby annexes the Additional Property described in Exhibit "A" to the plan of development provided within the Declaration and to the plan of development provided within this Supplemental Declaration. In no event shall this Supplemental Declaration revoke, modify, or add to the covenants established by the Declaration for the Existing Property.
2. Property Subject to Supplemental Declaration. The Additional Property, as legally described in Exhibit "A" attached hereto and incorporated herein by this reference, shall be transferred, sold, conveyed, and occupied subject to the Declaration and this Supplemental Declaration.
3. Effect of Annexation. Upon recording of this Supplemental Declaration in the Public Records of Orange County, Florida, the Additional Property shall be annexed into the plan of development for the Existing Property, as provided in the Declaration and this Supplemental Declaration.

OR 4427 86435

ARTICLE V

STRUCTURE, POWER AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN, THE ASSOCIATION

1. The structure, power and duties of the Association shall be as provided in Article III of the Declaration and as provided herein.

2. Voting Rights. Developer shall be a non-voting Member of the Association as to each Lot owned by Developer in the Additional Property until fifty percent (50%) of the Lots within the Additional Property are conveyed to third party Owners. After Developer conveys fifty percent (50%) of the Lots within the Additional Property to third party Owners, then Developer shall have full voting rights on the remaining Lots it owns, as provided in the Declaration. Notwithstanding the foregoing, all third party Owners of Lots within the Additional Property shall become Members of the Association with full voting rights upon recordation of the deed to their Lot(s).

3. Duties of Association and Developer. The Association and the Developer shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of the Declaration and this Supplemental Declaration, have the obligation to do and perform each and every of the following duties and functions for the benefit of the Owners and for the maintenance, administration, and improvement of the Additional Property.

(a) Operation and Maintenance of Common Property in the Additional Property. Until the Developer has conveyed fifty percent (50%) of the Lots located within the Additional Property to third party Owners, or until the time set forth in paragraph 5 of that certain Developer's Agreement for Private Improvements between Developer and Orange County, Florida recorded herewith, whichever event occurs later, the Developer shall own, operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Property and improvements thereon located within the Additional Property. After Developer conveys fifty percent (50%) of the Lots within the Additional Property to third party Owners, Developer shall prepare documents to convey title to the Common Areas to the Association at Developer's expense. The Association shall thereafter operate and maintain the Common Area and improvements thereon located within the Additional Property. The Association agrees that Orange County, Florida is a third-party beneficiary of the Association's maintenance obligations of the Additional Property Common Property and that Orange County shall have the legal right to enforce said obligations in a court of competent jurisdiction, and that the Association may not amend or remove this maintenance obligation from the Supplemental Declaration or any amendment thereto without the prior consent of Orange County, Florida.

OR 4427 PG 4353

(b) Transfer of Common Property. Improvements by Developer to the Common Properties in the Existing Property and the Additional Property shall be completed before Developer conveys fifty percent (50%) of the Lots in the Additional Property to third party Owners. The improvements shall be approved in writing by the Association's Architectural Review Board ("ARB") as being completed and in good condition, prior to Developer's conveying the Common Properties and improvements on the Additional Property to the Association. The ARB shall not unreasonably withhold its written approval as provided herein.

4. Annexed Lands. All Members of the Association shall have the right to use all Common Properties located within the Existing Property and the Additional Property upon the annexation of the Additional Property as provided herein.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Maintenance Assessments and special assessments for the Additional Property shall be as provided in the Declaration and this Supplemental Declaration.
2. Except as provided in this Article, until Developer conveys fifty percent (50%) of the Lots within the Additional Property to third party Owners, Developer shall not be responsible for any assessments, charges or liens provided in Article V of the Declaration. After Developer conveys fifty percent (50%) of the Lots within the Additional Property to third party Owners, then Developer shall be responsible for assessments, charges, and liens set forth in the Declaration as to each Lot within the Additional Property owned by Developer. Notwithstanding the foregoing, upon recording of the conveyance by the Developer of any Lot within the Additional Property to a third party Owner, the Owner shall become a Member of the Association and shall be responsible for any assessments, charges or liens as provided in the Declaration and this Supplemental Declaration.
3. As Developer conveys each Lot within the Additional Property to a third party Owner, the Owner shall remit at closing a special assessment of Five Hundred and No/100 Dollars (\$500.00) into an escrow account established for the purposes set forth in the Escrow Agreement in Exhibit "B" attached hereto and incorporated herein by this reference. Enforcement of this special assessment shall be pursuant to Article V, § 8 of the Declaration.
4. As Developer conveys each Lot within the Additional Property to a third party Owner, the Owner shall remit at closing a one-time Initiation Fee of Two Hundred Fifty and No/100 Dollars (\$250.00) to the Association. Enforcement of this Initiation Fee shall be pursuant to Article V, § 8 of the Declaration.

OR 4427 PG 4354

ARTICLE VII

RESTRICTIVE COVENANTS

1. Covenants of Declaration. The development of the Additional Property shall be as provided in the Declaration for the Existing Property regarding landscaping, paved driveways, sidewalks, exposed tanks, and the following additional requirements which shall supersede the provisions of the Declaration for the Existing Property to the extent such provisions are inconsistent.

2. Dwelling Size and Occupancy. Each residence shall have a minimum air-conditioned living area of 2,500 square feet, exclusive of basements, covered porches, garages, breezeways, terraces and similar appurtenances. No residence shall be occupied until the construction thereof has been completed in accordance with the plans, specifications and plot plan approved by the Architectural Review Board ("ARB"), which prior approval shall not be unreasonably withheld.

3. Minimum Setbacks. Unless more restrictive setbacks are required by the local government with jurisdiction over the Property, all residences shall be constructed according to the following minimum setbacks from the property lines of the Lots:

(a) Non-corner Lots. The setbacks for non-corner Lots shall be as follows:

Front Yard:	125 feet
Side Yard:	10 feet
Rear Yard:	35 feet

(b) Corner Lots. The setbacks for corner Lots shall be as follows:

Front Yard*:	125 feet
Side Yard*:	60 feet
Rear Yard:	35 feet

*NOTE: The Front Yard of a corner Lot shall be the yard area where the front of the residence is oriented toward the street. The Side Yard of a corner Lot shall be the yard area where the side of the residence is oriented toward the street. If the size or shape of a corner Lot renders these setbacks unfeasible, then the ARB shall have the authority to waive the setbacks in writing for corner Lots on a case-by-case basis, so long as the setbacks comply with the local government's requirements.

4. Tract B, conservation area, is to be owned by the Association with development rights dedicated to Orange County, Florida. No construction, clearing, or alteration is allowed on Tract B unless approved by Orange County, Florida, and applicable jurisdictional agencies.

IN WITNESS WHEREOF, the Developer, The Irrgang Partnership, has caused these presents to be duly executed the day and year first above written.

Signed, Sealed and Delivered:

Barbara J. Roberts
Print Name: BARBARA J. ROBERTS

Debbie J. Lacroix
Print Name: Debbie J. Lacroix

THE IRRGANG PARTNERSHIP, a Florida general partnership

By: Charles W. Irrgang, III
Charles W. Irrgang, III, as Trustee under a Trust Agreement dated September 28, 1990; and as general partner of the Irrgang Partnership

Barbara J. Roberts
Print Name: _____

Debbie J. Lacroix
Print Name: _____

By: Madeline J. Irrgang
Madeline J. Irrgang, as Trustee under a Trust Agreement dated September 28, 1990; and as general partner of the Irrgang Partnership

Barbara J. Roberts
Print Name: _____

Debbie J. Lacroix
Print Name: _____

By: Emery S. Sims, Jr.
Emery S. Sims, Jr., as Trustee under the Mary I. Harvey Revocable Trust dated September 8, 1987; and as general partner of the Irrgang Partnership

STATE OF FLORIDA)
)SS:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 4th day of February, 1992 by Charles W. Irrgang, III, as Trustee under a Trust Agreement dated September 28, 1990, and as general partner of the Irrgang Partnership, a Florida general partner-

EXHIBIT A

DEER ISLAND, PHASE 2

That portion of Government Lots 5 and 6, Section 30, Township 22 South, Range 27 East and that portion of Government Lots 5 and 6 in Section 31, Township 22 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of said Section 30; thence South $00^{\circ}15'48''$ West along the East line of the Northeast $1/4$ of Section 30 and the southerly extension thereof for 4940.64 feet; thence North $90^{\circ}00'00''$ West for 1095.47 feet to the Point of Beginning; said point lying on the westerly Right-of-Way line of Deel Isle Circle as shown on the plat of "DEER ISLAND" as recorded in Plat Book 15, Pages 63 through 70 of the Public Records of Orange County, Florida; thence along the westerly, northerly, easterly and southerly Right-of-Way line of said DEER ISLAND CIRCLE (said Right-of-Way line being common with the interior boundary of "DEER ISLAND") the following courses: run southerly along the arc of a circular curve concave westerly, having a radius of 2800.00 feet, a chord bearing of South $16^{\circ}14'27''$ West and a central angle of $10^{\circ}37'48''$ for 519.47 feet to an intersection with a circular curve concave northwesterly; thence southwestwardly along the arc of said curve having a radius of 230.00 feet, a chord bearing of South $61^{\circ}53'21''$ West, and a central angle of $80^{\circ}37'21''$ for 323.64 feet to a point of intersection with a circular curve concave southerly; thence westerly along the arc of said curve having a radius of 950.00 feet; a chord bearing of North $86^{\circ}08'02''$ West and a central angle of $16^{\circ}41'04''$ for 276.64 feet to an intersection with a circular curve concave northerly; thence westerly along the arc of said curve having a radius of 600.00 feet, a chord bearing of North $82^{\circ}05'28''$ West and a central angle of $24^{\circ}45'02''$ for 259.19 feet to an intersection with a circular curve concave southerly; thence westerly along the arc of said curve having a radius of 550.00 feet and a chord bearing of South $87^{\circ}11'43''$ West and a central angle of $46^{\circ}11'05''$ for 443.34 feet to a point of intersection with a circular curve concave northerly; thence westerly along the arc of said curve having a radius of 500.00 feet, a chord bearing of North $81^{\circ}58'20''$ West and a central angle of $67^{\circ}51'26''$ for 592.17 feet to a point of intersection with a circular curve concave southwestwardly; thence northwesterly along the arc of said curve, having a radius of 1800.00 feet, a chord bearing of North $61^{\circ}06'07''$ West and a central angle of $26^{\circ}04'10''$ for 819.00 feet to a point of intersection with a circular curve concave northeasterly; thence northwesterly along the arc of said curve having a radius of 1900.00 feet, a chord bearing of North $68^{\circ}16'15''$ West and a central angle of $11^{\circ}44'07''$ for 389.16 feet to a point of intersection with a circular curve concave easterly; thence northerly along the arc of said curve having a radius of 140.00 feet, a chord bearing of North $00^{\circ}24'51''$ East and a central angle of $125^{\circ}36'44''$ for 306.93 feet to a point of

intersection with a circular curve concave northwesterly; thence northeasterly along the arc of said curve having a radius of 800.00 feet, a chord bearing of North 48°07'21" and a central angle of 30°15'55" for 422.58 feet to a point of intersection with a circular curve concave southerly; thence northeasterly along the arc of said curve having a radius of 325.00 feet, a chord bearing of North 81°44'53" East, and a central angle of 97°31'40" for 553.21 feet; thence South 49°28'14" East for 379.79 feet to a point of intersection with a circular curve concave northeasterly; thence southeasterly along the arc of said curve having a radius of 475.00 feet, a chord bearing of South 71°59'15" East and a central angle of 44°58'53" for 372.91 feet; thence North 85°32'07" East for 290.05 feet to a point of intersection with a circular curve concave northwesterly; thence northeasterly along the arc of said curve having a radius of 325.00 feet, a chord bearing of North 73°48'18" East and a central angle of 23°25'42" for 132.89 feet to a point of intersection with a circular curve concave southerly; thence easterly along the arc of said curve having a radius of 270.00 feet, a chord bearing of South 84°53'38" East and a central angle of 65°59'04" for 310.94 feet to a point of intersection with a circular curve concave northerly; thence easterly along said arc having a radius of 730.00 feet, a chord bearing of South 79°49'14" East and a central angle of 55°50'54" for 711.56 feet to a point of intersection with a circular curve concave southwesterly; thence southeasterly along the arc of said curve, having a radius of 140.00 feet, a chord bearing of South 48°23'09" East and a central angle of 118°43'45" for 290.11 feet to the Point of Beginning.

Containing 54.45 acres, more or less.

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

KAREN M. CONNELL, ESQ.
MAGUIRE, VOORHIS & WELLS, P.A.
Two South Orange Avenue
Orlando, Florida 32801

(R:118/deerla.doc)

OR4427 PG4360

Exhibit "B"

11/19/90
amendment
on this
co

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into as of the _____ day of February, 1992, by and among THE IRRGANG PARTNERSHIP, a Florida general partnership ("Developer"), DEER ISLAND HOMEOWNERS' ASSOCIATION, INC., a Florida corporation ("Association"), and ~~BARNETT BANK, N.A.~~, a national banking association ("Escrow Agent"). *Community Bank of Central Fla. Winter Garden*

W I T N E S S E T H:

WHEREAS, Developer owns that certain real property located in Orange County, Florida, as more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference (hereinafter the "Additional Property"), which Additional Property is contiguous with and located within the interior portion of that certain real property described as DEER ISLAND, as recorded in Plat Book 15, Pages 63 through 69 inclusive, Public Records of Orange County, Florida (hereinafter the "Existing Property"); and,

WHEREAS, Developer desires to assess and collect a one-time Special Assessment from third party purchasers of the Lots within the Additional Property at the time Developer conveys the Lots to third parties, as more fully set forth in the Deer Island Phase II Supplemental Declaration of Covenants and Restrictions (the "Supplemental Declaration") and herein, which Special Assessment shall be used for the repaving of the Common Property known as Deer Isle Drive, Deer Isle Circle, Bonnie Vista Court, Westbay Court, and Mericam Court (hereinafter the "Private Streets"), all as described in the Plat of the Existing Property, and the purposes set forth herein; and,

WHEREAS, Developer and Association acknowledge the benefit of the Special Assessment for both parties; and,

WHEREAS, the parties hereto are executing this Escrow Agreement in order to further confirm their understandings and agreements relative to the Special Assessments to be held by the Escrow Agent pursuant to the Supplemental Declaration and this Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated into and made a part hereof.

OR4427 PG4361

2. Deposit of Special Assessments. Upon the sale, transfer, and conveyance of each Lot within the Additional Property to a third party Owner, the Developer and Owner shall cause the one-time Special Assessment of Five Hundred and No/100 Dollars (\$500.00) per Lot to be delivered to Escrow Agent by cashier's check or by wire transfer, pursuant to the wire instructions contained in paragraph 7 below, to hold in escrow subject to the terms of this Escrow Agreement. Escrow Agent is directed to deposit said funds in its interest bearing escrow account maintained at Barnett Bank, N.A. located at 2655 West Highway 50, Ocoee, Florida 34761, which account shall be maintained in the name of "Barnett Bank, Escrow Agent for Deer Island Homeowners' Association, Inc." Developer and Association each hereby certify that it is not subject to backup withholding due to Notified Payee Underreporting as defined in Section 3406(c), Internal Revenue Code. Funds shall be disbursed from said Escrow Account only as specifically hereinafter authorized.

3. Condition of Disbursement of Funds. The following are conditions precedent to Escrow Agent's right and obligation to release the escrow funds:

a. Associations' Request for Corrective Work. Before Escrow Agent releases any funds, the Association shall provide written notice to Developer that the Private Streets need repaving in their entirety. The notice shall specify the scope of the work and include a licensed contractor's written estimate of the cost of the repaving. Within fifteen (15) days of receipt of the notice, Developer shall provide written notice to the Association of Developer's consent to the repaving, which consent shall not be unreasonably withheld. If the Developer does not provide a written response to the Association within twenty-one (21) days of Developer's mailing of the notice, then the Developer shall be deemed to have waived its consent. The Association shall then provide written notice to Escrow Agent, with the joinder and consent of the Developer or an affidavit that the Developer has waived its consent as provided herein, to directly remit the specified payment to the contractor, entity or individual performing the repaving of the Private Streets.

The duty of the Association to notify Developer and obtain Developer's written consent, which consent shall not unreasonably withheld, shall automatically terminate when Developer has conveyed fifty percent (50%) of the Lots within the Additional Property to third party purchasers. When Developer conveys fifty percent (50%) of the Lots in the Additional Property to third party purchasers, the parties shall enter into a written agreement terminating this Agreement as provided in Paragraph 5 herein.

b. Escrow Agent's Reliance. Escrow Agent may conclusively rely upon the instructions set forth above and shall not be

required to investigate or otherwise evaluate the propriety of any such disbursements or determine whether any conditions to disbursements set forth in any agreements between Developer and the Association have been satisfied. The sole responsibility of the Escrow Agent shall be to comply with the instructions set forth above and to account to the Association and the Developer for monies received in escrow. Except as set forth in Paragraph 4 below, Escrow Agent shall not disburse any escrow funds except as specified above.

4. Duties of Escrow Agent. The Escrow Agent assumes no obligations or responsibilities hereunder other than as expressly set forth herein. The Association and the Developer each hereby acknowledges that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience; that the Escrow Agent will not be deemed to be the agent of either the Association or the Developer; and that the Escrow Agent shall not be liable to either the Association or the Developer for any act or omission on its part undertaken unless undertaken or suffered in bad faith and in willful disregard of this Escrow Agreement, or unless involving gross negligence. Association and Developer shall each, jointly and severally, indemnify and hold the Escrow Agent harmless from and against any and all costs, claims, demands, actions and other expenses including, without limitation, reasonable attorneys' fees incurred in connection with the performance of the Escrow Agent's duties hereunder and in connection with any litigation involving all or any portion of the funds escrowed, except with respect to actions or omissions undertaken or suffered by the Escrow Agent in bad faith and in willful disregard of this Escrow Agreement or involving gross negligence. Notwithstanding anything contained herein to the contrary or which might be construed to the contrary, the Escrow Agent shall be fully and completely discharged and released from any obligation or duty with respect to escrowed funds when the Escrow Agent has disbursed same as provided herein, except with respect to actions or omissions undertaken or suffered by the Escrow Agent in bad faith and in willful disregard of this Escrow Agreement or involving gross negligence. If any dispute arises between the parties or between either party and Escrow Agent as to any action to be taken by the Escrow Agent, or as to its rights and duties hereunder, or if Escrow Agent is in doubt as to its duties, or if any attachment, garnishment or other similar proceeding is instituted or procured respecting all or any portion of the escrowed funds and if any writ, order or rule of attachment, garnishment or other similar order is levied upon or entered against any portion of the escrowed funds while held by the Escrow Agent, Escrow Agent, in its sole discretion, may continue to hold the escrow funds until the parties mutually agree to the disbursement thereof, or Escrow Agent may, without objection by the parties, file a bill of interpleader and deposit the escrowed funds with the Clerk of the Circuit Court for Orange County and, upon notifying Developer and Association of such

action, ANY liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any monies or documents theretofore delivered out of escrow. Upon the institution of any such proceeding, the Escrow Agent shall have a lien, superior to any claim by Association or Developer or third party, upon escrowed funds for a sum sufficient to pay the costs and reasonable counsel fees in connection with any such proceeding. In addition, each party shall be jointly and severally liable for all costs and attorneys' fees (not exceeding \$150.00 total per hour expended, exclusive of costs and paralegal fees) incurred by the Escrow Agent in discharging its duties and responsibilities hereunder and the Escrow Agent shall have a lien upon any funds due to such party hereunder in order to collect any amounts due and owing from such party.

5. Termination of Escrow Agreement. This Escrow Agreement shall terminate upon an written agreement executed by all parties hereto terminating this Escrow Agreement. When Developer conveys fifty percent (50%) of all Lots within the Additional Property to third parties, then the parties hereto shall enter into a written agreement terminating this Escrow Agreement, and the Escrow Agent shall transfer all escrowed funds, including the accrued interest, to the operating account of the Association. In the event that the parties terminate the Escrow Agreement before Developer conveys fifty percent (50%) of all Lots within the Additional Property to third parties, then the written termination agreement shall provide for the Escrow Agent's disbursing of the escrowed funds and accrued interest.

6. Notices. All notices, requests, disbursements (except wire transfers, which shall be deemed to have been duly given after confirmation of receipts given by the recipient bank as directed in the wiring instructions) or other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of mailing if hand delivered, telecopied, sent Federal Express or by similar private overnight courier service, or sent by certified mail, return receipt requested, with all postage charges prepaid, and addressed to the following address for each party or to such further address as any such party may designate by written notice given pursuant to this paragraph:

If to Developer:

The Irrgang Partnership
c/o Ms. Debbie LaCroix
Post Office Box 279
Killarney, Florida 34740
Telephone: 407-877-0237

With a copy to:

Karen M. Connell, Esquire
Maguire, Voorhis & Wells
Two South Orange Avenue
Orlando, Florida 32801
Telephone: 407-843-4421
Facsimile: 407-423-8796

If to Association:

Telephone: 407-____-____
Facsimile: _____

With a copy to:

Aldo Icardi, Esquire
990 Lewis Drive
Post Office Box 879
Winter Park, FL 32790
Telephone: 407-647-1859
Facsimile: 407-647-3224

If to Escrow Agent:

Barnett Bank, N.A.

Ocoee, Florida _____
Telephone: (407) _____
Facsimile: (407) _____

7. Wire Instructions.
Barnett Bank, N.A. (Ocoee Branch)
2655 West Highway 50
Ocoee, Florida 34761
Credit: Deer Island Homeowners' Association, Inc.
Escrow Account
Attn: _____
Employer ID # _____
ABA # _____
Account # _____
From: _____

8. Miscellaneous. This Escrow Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except pursuant to a written instrument executed by all parties.

9. Governing Law. The laws of the State of Florida shall govern the validity, construction, enforcement and interpretation of this Escrow Agreement. Any legal action instituted in connection herewith involving Escrow Agent shall be maintained only in Orange County, Florida.

10. Parties Bound. This Escrow Agreement shall be binding upon and inure to the benefit of Developer, Association, and Escrow Agent, and their respective heirs, personal representatives, successors and assigns.

11. Conflicting Provisions. The terms and provisions of this Escrow Agreement shall supersede any conflicting term or provision of the Supplemental Declaration or any agreements between the Developer or the Association.

OR4427 PG4365

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the _____ day of February, 1992.

Signed, sealed and delivered in the presence of:

DEVELOPER:

THE IRRGANG PARTNERSHIP, a Florida general partnership

Hair Guderspiger
Print Name: Hair Guderspiger

Mary J. Harvey
Print Name: Mary J. Harvey

By: *Charles W. Irrgang, III*
Charles W. Irrgang, III, as Trustee under a Trust Agreement dated September 28, 1990

Debbie J. Lacroix
Print Name: Debbie J. Lacroix

MAMA DMLA
Print Name: MAMA DMLA

By: *Madeline J. Irrgang*
Madeline J. Irrgang, as Trustee under a Trust Agreement dated September 28, 1990

Hair Guderspiger
Print Name: Hair Guderspiger

Mary J. Harvey
Print Name: Mary J. Harvey

By: *Emery S. Sims, Jr.*
Emery S. Sims, Jr., as Trustee under the Mary I. Harvey Revocable Trust dated September 8, 1987

DEER ISLAND HOMEOWNERS' ASSOCIATION, INC., a Florida corporation

Attest:

Name: *Richard Neuberger* RICHARD NEUBERGER
Title: Director

By: *J. S. Salmon*
Name: J. S. SALMON
Title: PRESIDENT

OR4427 FG4366

ESCROW AGENT:

BARNETT BANK, N.A.

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

(R:118/deer10a.doc)

OR4427 PG4367

EXHIBIT "1"

DEER ISLAND, PHASE 2

That portion of Government Lots 5 and 6, Section 30, Township 22 South, Range 27 East and that portion of Government Lots 5 and 6 in Section 31, Township 22 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of said Section 30; thence South $00^{\circ}15'48''$ West along the East line of the Northeast $1/4$ of Section 30 and the southerly extension thereof for 4940.64 feet; thence North $90^{\circ}00'00''$ West for 1095.47 feet to the Point of Beginning; said point lying on the westerly Right-of-Way line of Deel Isle Circle as shown on the plat of "DEER ISLAND" as recorded in Plat Book 15, Pages 63 through 70 of the Public Records of Orange County, Florida; thence along the westerly, northerly, easterly and southerly Right-of-Way line of said DEER ISLAND CIRCLE (said Right-of-Way line being common with the interior boundary of "DEER ISLAND") the following courses: run southerly along the arc of a circular curve concave westerly, having a radius of 2800.00 feet, a chord bearing of South $16^{\circ}14'27''$ West and a central angle of $10^{\circ}37'48''$ for 519.47 feet to an intersection with a circular curve concave northwesterly; thence southwesterly along the arc of said curve having a radius of 230.00 feet, a chord bearing of South $61^{\circ}53'21''$ West, and a central angle of $80^{\circ}37'21''$ for 323.64 feet to a point of intersection with a circular curve concave southerly; thence westerly along the arc of said curve having a radius of 950.00 feet; a chord bearing of North $86^{\circ}08'02''$ West and a central angle of $16^{\circ}41'04''$ for 276.64 feet to an intersection with a circular curve concave northerly; thence westerly along the arc of said curve having a radius of 600.00 feet, a chord bearing of North $82^{\circ}05'28''$ West and a central angle of $24^{\circ}45'02''$ for 259.19 feet to an intersection with a circular curve concave southerly; thence westerly along the arc of said curve having a radius of 550.00 feet and a chord bearing of South $87^{\circ}11'43''$ West and a central angle of $46^{\circ}11'05''$ for 443.34 feet to a point of intersection with a circular curve concave northerly; thence westerly along the arc of said curve having a radius of 500.00 feet, a chord bearing of North $81^{\circ}58'20''$ West and a central angle of $67^{\circ}51'26''$ for 592.17 feet to a point of intersection with a circular curve concave southwesterly; thence northwesterly along the arc of said curve, having a radius of 1800.00 feet, a chord bearing of North $61^{\circ}06'07''$ West and a central angle of $26^{\circ}04'10''$ for 819.00 feet to a point of intersection with a circular curve concave northeasterly; thence northwesterly along the arc of said curve having a radius of 1900.00 feet, a chord bearing of North $68^{\circ}16'15''$ West and a central angle of $11^{\circ}44'07''$ for 389.16 feet to a point of intersection with a circular curve concave easterly; thence northerly along the arc of said curve having a radius of 140.00 feet, a chord bearing of North $00^{\circ}24'51''$ East and a central angle of $125^{\circ}36'44''$ for 306.93 feet to a point of

OR 4427 PG 4368

intersection with a circular curve concave northwesterly; thence northeasterly along the arc of said curve having a radius of 800.00 feet, a chord bearing of North 48°07'21" and a central angle of 30°15'55" for 422.58 feet to a point of intersection with a circular curve concave southerly; thence northeasterly along the arc of said curve having a radius of 325.00 feet, a chord bearing of North 81°44'53" East, and a central angle of 97°31'40" for 553.21 feet; thence South 49°28'14" East for 379.79 feet to a point of intersection with a circular curve concave northeasterly; thence southeasterly along the arc of said curve having a radius of 475.00 feet, a chord bearing of South 71°59'15" East and a central angle of 44°58'53" for 372.91 feet; thence North 85°32'07" East for 290.05 feet to a point of intersection with a circular curve concave northwesterly; thence northeasterly along the arc of said curve having a radius of 325.00 feet, a chord bearing of North 73°48'18" East and a central angle of 23°25'42" for 132.89 feet to a point of intersection with a circular curve concave southerly; thence easterly along the arc of said curve having a radius of 270.00 feet, a chord bearing of South 84°53'38" East and a central angle of 65°59'04" for 310.94 feet to a point of intersection with a circular curve concave northerly; thence easterly along said arc having a radius of 730.00 feet, a chord bearing of South 79°49'14" East and a central angle of 55°50'54" for 711.56 feet to a point of intersection with a circular curve concave southwesterly; thence southeasterly along the arc of said curve, having a radius of 140.00 feet, a chord bearing of South 48°23'09" East and a central angle of 118°43'45" for 290.11 feet to the Point of Beginning.

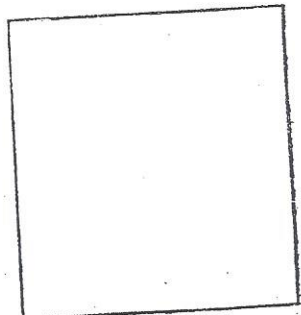
Containing 54.45 acres, more or less.

OR4427 PG4369

RECORDED & RECORD VERIFIED

Martin J. Haynie

County Comptroller, Orange Co., FL



SPACE RESERVED FOR RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made this 4th day of ~~February~~^{June}, 1992, by The Irrgang Partnership, a Florida general partnership, whose mailing address is c/o Post Office Box 157, Killarney, Florida 34740 (the "Developer"), and Deer Island Homeowners' Association, a Florida corporation, whose mailing address is P.O. Box 26, Killarney, Fl. 34740 (the "Association").

WITNESSETH: 06/25/92 03:28:25PM
4130290 ORANGE CO. FL

WHEREAS, the Developer is the owner of that certain undeveloped real property described in Exhibit "A" (hereinafter referred to as the "Additional Property") contiguous with and located within the interior portion of that certain real property described as DEER ISLAND, as recorded in Plat Book 15, Pages 63 through 69, inclusive, Public Records of Orange County, Florida (hereinafter referred to as "Existing Property");

OR 4427 PG 4374

WHEREAS, the Developer is the successor to Deer Island, Inc., which was the original developer of the Existing Property;

WHEREAS, the Developer desires to cause the annexation of the Additional to the Existing Property and develop the Additional Property subject to the plan of the Declaration of Covenants and Restrictions for the Existing Property recorded at Official Records Book 3644, Page 1571, Public Records of Orange County, Florida (the "Declaration"), as amended by the Supplemental Declaration of Covenants and Restrictions to be recorded in the Official Records of Orange County, Florida (the "Supplemental Declaration");

WHEREAS, the Association is comprised of individuals or entities that own real property in the Existing Property and the Additional Property;

WHEREAS, the Developer has reached an agreement with the Association regarding certain aspects of development on the Existing Property and the Additional Property in exchange for the

Rec Fee \$ 41.00 MARTHA O. HAYNIE,
Add Fee \$ 5.76 Orange County
Doc Tax \$ _____ Comptroller

J. E. Long
G. Aron
H. H.

support of the Association for the development of the Additional Property; and,

WHEREAS, the purpose of this Agreement is to set forth the understanding and agreement of the parties with respect to all of the foregoing matters.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, the parties agree to the following terms of this Agreement as more fully set forth below.

1. Recitals. The recitals set forth above are true and correct, and are incorporated herein by this reference.
2. Developer's Commitments in Favor of the Association. Developer agrees that development of the Existing Property and the Additional Property will conform to the following criteria:

(a) Entrance Improvements. Developer shall expend Twenty Thousand and No/100 Dollars (\$20,000.00) for improvements to the entrance to the Existing Property (known as Tracts C, E, and F of the Existing Property). The Association's Architectural Review Board ("ARB") shall provide written approval of the plans and specifications prior to Developer's commencement of work on the entrance improvements, which approval shall not be unreasonably withheld. This subparagraph does not apply to improvements to the Existing Property or the Additional Property set forth hereafter.

(b) Boat Ramp and Dock. If Developer can obtain governmental approvals and permitting, then Developer shall construct a boat ramp and dock on Johns Lake at a total cost, including permitting and construction, not to exceed Fifteen Thousand and No/100 Dollars (\$15,000.00). There shall be no paved parking area provided, and the boat ramp and dock area shall be adequately secured by locking gates or other means to prevent use of the area by non-members of the Association. The design of the boat ramp and dock shall be approved in writing by the Association's ARB before construction of the boat ramp and dock commences, which approval shall not be unreasonably withheld.

(c) Landscaping. Developer shall landscape and provide appropriate irrigation to all landscaped Common Property located in the Additional Property according to the Landscaping Criteria set forth in Exhibit "B." The landscape plan for the Common Property shall be as approved by the ARB, which approval shall not be unreasonably withheld. Developer shall provide for landscaping along the sidewalks located on Tract A within the Additional Property. Developer shall plant or preserve one oak tree (minimum 8 feet in height) at one property corner of each

Lot in the Additional Property adjacent to the street ("boulevarded landscaping"). Developer shall guarantee the survival of the oak trees for one year after installation. The design of the boulevarded landscaping shall be similar as the design of the boulevarded landscaping located on the Existing Property.

(d) Street Lights. If the cost of upgraded street lights is acceptable to Developer, then the street lights located on the Existing Property shall be upgraded, and Developer may install two additional street lights on the East side of Deer Isle Drive, and four additional street lights on Tract A of the Additional Property Common Area. All street lights shall be of an upgraded style jointly approved by the Association's ARB and the Developer. The maintenance cost of all the upgraded lights shall be equally shared by the Association and the Developer until fifty percent (50%) of the Lots within the Additional Property are sold to third party Owners. After fifty percent of the Lots within the Additional Property are sold, the Association agrees to assume all subsequent costs and maintenance of the street lights.

In the event that upgraded street lights are not installed as set forth above, Developer shall install street lights on the interior right-of-way of Deer Island Circle and on the western right-of-way of Deer Isle Drive. The street lights shall be of the same type and design as the current street lights located on the Existing Property. The Developer agrees to pay one hundred percent (100%) of all installation and maintenance costs of these lights until fifty percent (50%) of all Lots within the Additional Property are sold to third party Owners. After fifty percent (50%) of the Lots within the Additional Property are sold, the Association agrees to assume all subsequent costs and maintenance of the street lights.

(e) Clearance of Additional Property. Developer shall clear the existing dead citrus trees on the Additional Property by July 1, 1992, and Developer shall maintain the Common Property and all unsold Lots within the Additional Property in good condition.

(f) Liability Insurance. Developer shall obtain liability insurance in the amount of One Million and No/100 Dollars (\$1,000,000.00) and endorse the policy to name "Deer Island Homeowners Association, Inc., its Board of Directors and its Officers" as additional named insureds. The policy shall remain effective from the commencement of construction until final completion and acceptance of all improvements on Common Property in both the Additional Property and the Existing Property, which acceptance of the completed improvements shall occur when Developer conveys fifty percent (50%) of the Lots within the Additional Property to third party Owners.

(g) Assignment of Warranties. Developer shall assign to the Association any and all warranties inuring to Developer from the construction of all improvements. Such assignment shall be accomplished upon completion of any improvements on real property owned by the Association, or upon the conveyance of any improved real property from the Developer to the Association.

(h) Indemnification. The Developer shall indemnify and hold harmless the Association, its Board of Directors, Officers, and all members of the Association from any and all claims made by Purchasers of Lots in the Additional Property, as to Developer's material misrepresentations regarding the development of the Additional Property and any matters not established by the Declaration, the Supplemental Declaration, the Articles of Incorporation and the By-Laws of the Association. This indemnification shall cease five (5) years after Developer conveys each Lot within the Additional Property to each third party Owner thereof, or if that third party Owner makes material misrepresentations, not originating from Developer's representations, to another bona fide purchaser of the Lot.

(i) Completion of Improvements. Developer shall complete any and all activities, once commenced, in a reasonably continuous, expeditious, and timely manner. Developer shall complete all improvements to Common Property within the Existing Property or the Additional Property prior to the time Developer conveys fifty percent (50%) of the Lots within the Additional Property to third party Owners. Prior to conveying the Common Property in the Additional Property to the Association, Developer shall provide to the Association releases of liens from all contractors, subcontractors, material suppliers, and other vendors who provided labor or supplied materials for improvements to the Common Properties of the Additional Property or the Existing Property.

3. The Association's Commitments in Favor of Developer. The Association commits and agrees to support Developer's applications for development approvals for the Additional Property.

4. The Association's Covenants. The Association is a corporation existing under the Laws of the State of Florida. The Association is active and current with regard to all filings and fees due under the laws of the State of Florida. The Association is authorized to transact business in the State of Florida and the undersigned have full authority to execute this Agreement on behalf of the corporation.

5. Developer's Covenants. Developer does hereby covenant with the Association that it is lawfully seized and possessed of the Additional Property as legally described in Exhibit "A." Developer is a general partnership existing under the laws of the State of Florida. Developer is active and current with regard to all filings and fees due under the State of Florida. Developer is authorized to transact business in the State of Florida and

the undersigned have full authority to execute this Agreement on behalf of the general partnership.

6. Miscellaneous. This Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Agreement shall lie only in Orange County, Florida. This Agreement may only be modified or supplemented in writing signed by the parties, or their successors and assigns, and any modification shall take effect only upon recordation of the signed instrument in the Public Records of Orange County, Florida.

7. Individuals Benefitted. The terms of this Agreement shall be binding and shall inure to the benefit of the successors and assigns of the parties, and shall run with the Existing Property and the Additional Property and be binding upon any person, firm or corporation who may become the successor in interest, directly or indirectly, to the subject Existing Property and Additional Property.

8. Amendments to Agreement. No amendments to this Agreement shall be valid unless signed by the Developer and Association, and the signed instrument is recorded in the Public Records of Orange County, Florida.

9. Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

10. Cumulative Remedies. No remedy conferred on a party in this Agreement is intended to be exclusive of any other remedy herein or as provided by law.

11. Recovery of Attorneys' Fees. In connection with any litigation, including appellate proceedings, arising out of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, paralegals' fees, and costs from the party not prevailing therein.

12. Recording. Developer shall record this Agreement at its own expense in the Public Records of Orange County, Florida.

13. No Dedication. Nothing contained herein shall create any rights in the general public.

OR4427 PG437

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first above written.

Signed, Sealed and Delivered:

Barbara J. Roberts
Print Name: BARBARA J. ROBERTS
Debbie T. Lacroix
Print Name: Debbie T. Lacroix

Barbara J. Roberts
Print Name: _____
Debbie T. Lacroix
Print Name: _____

Barbara J. Roberts
Print Name: _____
Debbie T. Lacroix
Print Name: _____

THE IRRGANG PARTNERSHIP, a Florida general partnership

By: Charles W. Irrgang, III
Charles W. Irrgang, III, as Trustee under a Trust Agreement dated September 28, 1990; and as general partner of the Irrgang Partnership

By: Madeline J. Irrgang
Madeline J. Irrgang, as Trustee under a Trust Agreement dated September 28, 1990; and as general partner of the Irrgang Partnership

By: Emery S. Sims, Jr.
Emery S. Sims, Jr., as Trustee under the Mary I. Harvey Revocable Trust dated September 8, 1987; and as general partner of the Irrgang Partnership

DEER ISLAND HOMEOWNERS' ASSOCIATION, INC., a Florida corporation

By: Justin S. Salvo
Name: JUSTIN S. SALVO
Title: PRESIDENT

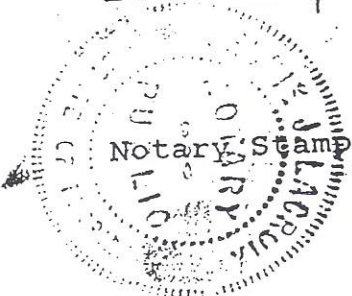
Attest:

[Signature]
Name: _____
Title: _____

OR4427 PG4379

STATE OF FLORIDA)
)SS:
COUNTY OF ORANGE)

4th The foregoing instrument was acknowledged before me this day of June, 1992 by Charles W. Irrgang, III, as Trustee under a Trust Agreement dated September 28, 1990, and as general partner of the Irrgang Partnership, a Florida general partnership, who is personally known to me or has produced a N/A as identification and did not take an oath.



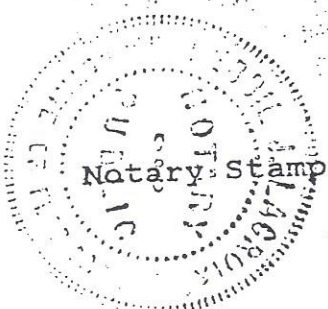
Debbie J. Lacroix
Signature of Person Taking Acknowledgment
Print Name: Debbie J. Lacroix
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

STATE OF FLORIDA)
)SS:
COUNTY OF ORANGE)



DEBBIE J. LACROIX
My Comm Exp. 4-27-96
Bonded By Service Ins. Co.
No CC196838

4th The foregoing instrument was acknowledged before me this day of June, 1992 by Madeline J. Irrgang, as Trustee under a Trust Agreement dated September 28, 1990, and as general partner of the Irrgang Partnership, a Florida general partnership, who is personally known to me or has produced a N/A as identification and did not take an oath.



Debbie J. Lacroix
Signature of Person Taking Acknowledgment
Print Name: Debbie J. Lacroix
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

STATE OF FLORIDA)
)SS:
COUNTY OF ORANGE)



DEBBIE J. LACROIX
My Comm Exp. 4-27-96
Bonded By Service Ins. Co.
No CC196838

4th The foregoing instrument was acknowledged before me this day of June, 1992 by Emery S. Sims, Jr., as Trustee under the Mary I. Harvey Revocable Trust dated September 8, 1987,

EXHIBIT A

DEER ISLAND, PHASE 2

That portion of Government Lots 5 and 6, Section 30, Township 22 South, Range 27 East and that portion of Government Lots 5 and 6 in Section 31, Township 22 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of said Section 30; thence South $00^{\circ}15'48''$ West along the East line of the Northeast $1/4$ of Section 30 and the southerly extension thereof for 4940.64 feet; thence North $90^{\circ}00'00''$ West for 1095.47 feet to the Point of Beginning; said point lying on the westerly Right-of-Way line of Deel Isle Circle as shown on the plat of "DEER ISLAND" as recorded in Plat Book 15, Pages 63 through 70 of the Public Records of Orange County, Florida; thence along the westerly, northerly, easterly and southerly Right-of-Way line of said DEER ISLAND CIRCLE (said Right-of-Way line being common with the interior boundary of "DEER ISLAND") the following courses: run southerly along the arc of a circular curve concave westerly, having a radius of 2800.00 feet, a chord bearing of South $16^{\circ}14'27''$ West and a central angle of $10^{\circ}37'48''$ for 519.47 feet to an intersection with a circular curve concave northwesterly; thence southwesterly along the arc of said curve having a radius of 230.00 feet, a chord bearing of South $61^{\circ}53'21''$ West, and a central angle of $80^{\circ}37'21''$ for 323.64 feet to a point of intersection with a circular curve concave southerly; thence westerly along the arc of said curve having a radius of 950.00 feet; a chord bearing of North $86^{\circ}08'02''$ West and a central angle of $16^{\circ}41'04''$ for 276.64 feet to an intersection with a circular curve concave northerly; thence westerly along the arc of said curve having a radius of 600.00 feet, a chord bearing of North $82^{\circ}05'28''$ West and a central angle of $24^{\circ}45'02''$ for 259.19 feet to an intersection with a circular curve concave southerly; thence westerly along the arc of said curve having a radius of 550.00 feet and a chord bearing of South $87^{\circ}11'43''$ West and a central angle of $46^{\circ}11'05''$ for 443.34 feet to a point of intersection with a circular curve concave northerly; thence westerly along the arc of said curve having a radius of 500.00 feet, a chord bearing of North $81^{\circ}58'20''$ West and a central angle of $67^{\circ}51'26''$ for 592.17 feet to a point of intersection with a circular curve concave southwesterly; thence northwesterly along the arc of said curve, having a radius of 1800.00 feet, a chord bearing of North $61^{\circ}06'07''$ West and a central angle of $26^{\circ}04'10''$ for 819.00 feet to a point of intersection with a circular curve concave northeasterly; thence northwesterly along the arc of said curve having a radius of 1900.00 feet, a chord bearing of North $68^{\circ}16'15''$ West and a central angle of $11^{\circ}44'07''$ for 389.16 feet to a point of intersection with a circular curve concave easterly; thence northerly along the arc of said curve having a radius of 140.00 feet, a chord bearing of North $00^{\circ}24'51''$ East and a central angle of $125^{\circ}36'44''$ for 306.93 feet to a point of

OR 4427 PG 438

intersection with a circular curve concave northwesterly; thence northeasterly along the arc of said curve having a radius of 800.00 feet, a chord bearing of North 48°07'21" and a central angle of 30°15'55" for 422.58 feet to a point of intersection with a circular curve concave southerly; thence northeasterly along the arc of said curve having a radius of 325.00 feet, a chord bearing of North 81°44'53" East, and a central angle of 97°31'40" for 553.21 feet; thence South 49°28'14" East for 379.79 feet to a point of intersection with a circular curve concave northeasterly; thence southeasterly along the arc of said curve having a radius of 475.00 feet, a chord bearing of South 71°59'15" East and a central angle of 44°58'53" for 372.91 feet; thence North 85°32'07" East for 290.05 feet to a point of intersection with a circular curve concave northwesterly; thence northeasterly along the arc of said curve having a radius of 325.00 feet, a chord bearing of North 73°48'18" East and a central angle of 23°25'42" for 132.89 feet to a point of intersection with a circular curve concave southerly; thence easterly along the arc of said curve having a radius of 270.00 feet, a chord bearing of South 84°53'38" East and a central angle of 65°59'04" for 310.94 feet to a point of intersection with a circular curve concave northerly; thence easterly along said arc having a radius of 730.00 feet, a chord bearing of South 79°49'14" East and a central angle of 55°50'54" for 711.56 feet to a point of intersection with a circular curve concave southwesterly; thence southeasterly along the arc of said curve, having a radius of 140.00 feet, a chord bearing of South 48°23'09" East and a central angle of 118°43'45" for 290.11 feet to the Point of Beginning.

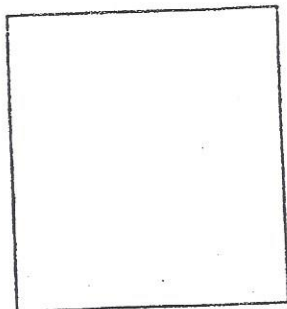
Containing 54.45 acres, more or less.

Job No. 9114
MB/bl
February 19, 1992

OR4427 PG4383

RECORDED & RECORD VERIFIED

Martha J. Haynes
County Comptroller, Orange Co., FL



SPACE RESERVED FOR RECORDER

AGREEMENT

THIS AGREEMENT (the "Agreement") is made this 4th day of June, 1992, by and between THE IRRGANG PARTNERSHIP, a Florida general partnership, whose mailing address is Post Office Box 157, Killarney, Florida 34740 (the "Developer"); and DEER ISLAND HOMEOWNERS' ASSOCIATION, a Florida corporation, whose mailing address is P.O. Box 26, Killarney, Fl. 34740 (the "Association").

WITNESSETH: 4130292 ORANGE CO. FL.
06/25/92 03:28:42pm

WHEREAS, the Developer is the owner of that certain undeveloped real property described in Exhibit "A" (hereinafter referred to as the "Additional Property") contiguous with and located within the interior portion of that certain real property described as DEER ISLAND, as recorded in Plat Book 15, Pages 63 through 69, inclusive, Public Records of Orange County, Florida (hereinafter referred to as "Existing Property"); OR4427 PG4387

WHEREAS, the Developer is the successor to Deer Island, Inc., which was the original developer of the Existing Property;

WHEREAS, the Developer desires to cause the annexation of the Additional Property to the Existing Property and to develop the Additional Property subject to the plan of the Declaration of Covenants and Restrictions for the Existing Property recorded at Official Records Book 3644, Page 1571, Public Records of Orange County, Florida (the "Declaration"), as amended by the Supplemental Declaration of Covenants and Restrictions to be recorded in the Official Records of Orange County, Florida (the "Supplemental Declaration");

WHEREAS, the Association is comprised of individuals or entities that own real property in the Existing Property and the Additional Property;

WHEREAS, the Developer has reached an agreement with the Association regarding certain aspects of development on the

Rec Fee \$ 33.00 MARTHA O. HAYNIE,
Add Fee \$ 4.50 Orange County
Doc Tax \$ Comptroller

Handwritten notes:
1. Copy of
2. Home

Existing Property and the Additional Property in exchange for the support of the Association for the development of the Additional Property (the "Development Agreement");

WHEREAS, the Developer has relinquished much control over the plan of development as provided in the Declaration, the Supplemental Declaration, and the Development Agreement;

WHEREAS, in exchange for the mutual promises between the parties, the parties agree to not amend the Declaration, the Supplemental Declaration, and the Developer's Agreement, except as provided herein; and,

WHEREAS, the purpose of this Agreement is to set forth the understanding and agreement of the parties with respect to all of the foregoing matters.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, the parties agree to the following terms of this Agreement as more fully set forth below.

1. Recitals. The recitals set forth above are true and correct, and are incorporated herein by this reference.
2. Agreement. The parties agree to not amend, modify, supplement, or delete any portion of the Declaration, the Supplemental Declaration, or the Development Agreement unless both parties, or their respective successors and assigns, give prior written consent to such amendment. The Declaration, the Supplemental Declaration, and the Development Agreement shall only be modified or supplemented in writing signed by both parties, or their successors and assigns, and any modification shall take effect only upon recordation of the signed instrument in the Public Records of Orange County, Florida.
3. Association's Covenants. The Association is a corporation existing under the Laws of the State of Florida. The Association is active and current with regard to all filings and fees due under the laws of the State of Florida. The Association is authorized to transact business in the State of Florida and the undersigned have full authority to execute this Agreement on behalf of the corporation.
4. Developer's Covenants. Developer is a general partnership existing under the laws of the State of Florida. Developer is active and current with regard to all filings and fees due under the State of Florida. Developer is authorized to transact business in the State of Florida and the undersigned has full authority to execute this Agreement on behalf of the general partnership.

OR4427 PG43

5. Voting. Developer understands and agrees that the voting rights of Developer as provided in the Articles of Incorporation, recorded at Official Records Book 3644, Page 1614, Public Records of Orange County, Florida, are modified and superseded by the voting provisions within the Deer Island Phase II Supplemental Declaration of Covenants and Restrictions to be recorded concurrently with this Agreement.
6. Miscellaneous. This Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Agreement shall lie only in Orange County, Florida. This Agreement may only be modified or supplemented in writing signed by the parties, or their successors and assigns, and any modification shall take effect only upon recordation of the signed instrument in the Public Records of Orange County, Florida.
7. Individuals Benefitted. The terms of this Agreement shall be binding and shall inure to the benefit of the successors and assigns of the parties and shall be binding upon any person, firm or corporation who may become the successor in interest, directly or indirectly, to the Property described in the Declaration, Supplemental Declaration, or Development Agreement.
8. Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.
9. Remedies. The parties acknowledge and agree that the amount of damage that would be caused by any breach of this Agreement is inherently difficult to ascertain and is not susceptible of accurate measurement by any standard, and that any breach of any covenant by any party will cause irreparable injury to the non-breaching parties. Consequently, the parties hereby agree that any non-breaching party shall be entitled to specific performance, injunctive relief, or such other equitable or declaratory relief as shall be appropriate, in addition to appropriate monetary damages.
10. Recovery of Attorneys' Fees. In connection with any litigation, including appellate proceedings, arising out of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, paralegals' fees, and costs from the party not prevailing therein.
11. Recording. Developer shall record this Agreement at its own expense in the Public Records of Orange County, Florida.

OR4427 PG4389

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed.

Signed, Sealed and Delivered:

Barbara J. Roberts
Print Name: BARBARA J. ROBERTS

Debbie J. Lacroix
Print Name: Debbie J. Lacroix

THE IRRGANG PARTNERSHIP, a Florida general partnership

By: Charles W. Irrgang
Charles W. Irrgang, III, as Trustee under a Trust Agreement dated September 28, 1990; and as general partner of the Irrgang Partnership

Barbara J. Roberts
Print Name: _____

Debbie J. Lacroix
Print Name: _____

By: Madeline J. Irrgang
Madeline J. Irrgang; as Trustee under a Trust Agreement dated September 28, 1990; and as general partner of the Irrgang Partnership

Barbara J. Roberts
Print Name: _____

Debbie J. Lacroix
Print Name: _____

By: Emery S. Sims, Jr.
Emery S. Sims, Jr., as Trustee under the Mary I. Harvey Revocable Trust dated September 8, 1987; and as general partner of the Irrgang Partnership

DEER ISLAND HOMEOWNERS' ASSOCIATION, INC., a Florida corporation

By: J. S. Salmo
Name: JUSTIN S. SALMO
Title: PRESIDENT

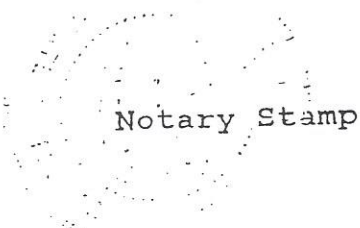
Attest:

Barbara J. Roberts
Name: Barbara J. Roberts
Title: Secretary

OR4427 PG4390

STATE OF FLORIDA)
)SS:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 4th day of June, 1992 by Charles W. Irrgang, III, as Trustee under a Trust Agreement dated September 28, 1990, and as general partner of the Irrgang Partnership, a Florida general partnership, who is personally known to me or has produced a N/A as identification and did not take an oath.



Notary Stamp

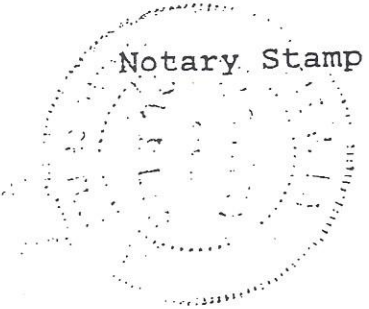
Debbie J. Lacroix
Signature of Person Taking Acknowledgment
Print Name: Debbie J. Lacroix
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

STATE OF FLORIDA)
)SS:
COUNTY OF ORANGE)



DEBBIE J. LACROIX
My Comm Exp. 4-27-96
Bonded By Service Ins. Co.
No. 00196838

The foregoing instrument was acknowledged before me this 4th day of June, 1992 by Madeline J. Irrgang, as Trustee under a Trust Agreement dated September 28, 1990, and as general partner of the Irrgang Partnership, a Florida general partnership, who is personally known to me or has produced a N/A as identification and did not take an oath.



Notary Stamp

Debbie J. Lacroix
Signature of Person Taking Acknowledgment
Print Name: Debbie J. Lacroix
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____



DEBBIE J. LACROIX
My Comm Exp. 4-27-96
Bonded By Service Ins. Co.
No. 00196838

OR4427 PG439

STATE OF FLORIDA)
)SS:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 24th day of June, 1992 by Emery S. Sims, Jr., as Trustee under the Mary I. Harvey Revocable Trust dated September 8, 1987, and as general partner of the Irrgang Partnership, a Florida general partnership, who is personally known to me or has produced a N/A as identification and did not take an oath.

Notary Stamp

Debbie J. Lacroix
Signature of Person Taking
Acknowledgment
Print Name: Debbie J. Lacroix
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____



DEBBIE J. LACROIX
My Comm Exp. 4-27-96
Bonded By Service Ins. Co.
No. 00198838

STATE OF FLORIDA)
)SS:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 24th day of May, 1992 by Justin S. Salmon, as the President of the DEER ISLAND HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced a N/A as identification and did not take an oath.

Notary Stamp

Marion E. Strublein
Signature of Person Taking
Acknowledgment
Print Name: Marion E. Strublein
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DECEMBER 25, 1993
BONDED THRU HICKSBERY & ASSOCIATES

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

KAREN M. CONNELL, ESQ.
MAGUIRE, VOORHIS & WELLS, P.A.
Two South Orange Avenue
Orlando, Florida 32801

(R:118/deer3.doc)

OR4427 FG439

EXHIBIT A

DEER ISLAND, PHASE 2

That portion of Government Lots 5 and 6, Section 30, Township 22 South, Range 27 East and that portion of Government Lots 5 and 6 in Section 31, Township 22 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of said Section 30; thence South $00^{\circ}15'48''$ West along the East line of the Northeast $1/4$ of Section 30 and the southerly extension thereof for 4940.64 feet; thence North $90^{\circ}00'00''$ West for 1095.47 feet to the Point of Beginning; said point lying on the westerly Right-of-Way line of Deel Isle Circle as shown on the plat of "DEER ISLAND" as recorded in Plat Book 15, Pages 63 through 70 of the Public Records of Orange County, Florida; thence along the westerly, northerly, easterly and southerly Right-of-Way line of said DEER ISLAND CIRCLE (said Right-of-Way line being common with the interior boundary of "DEER ISLAND") the following courses: run southerly along the arc of a circular curve concave westerly, having a radius of 2800.00 feet, a chord bearing of South $16^{\circ}14'27''$ West and a central angle of $10^{\circ}37'48''$ for 519.47 feet to an intersection with a circular curve concave northwesterly; thence southwesterly along the arc of said curve having a radius of 230.00 feet, a chord bearing of South $61^{\circ}53'21''$ West, and a central angle of $80^{\circ}37'21''$ for 323.64 feet to a point of intersection with a circular curve concave southerly; thence westerly along the arc of said curve having a radius of 950.00 feet; a chord bearing of North $86^{\circ}08'02''$ West and a central angle of $16^{\circ}41'04''$ for 276.64 feet to an intersection with a circular curve concave northerly; thence westerly along the arc of said curve having a radius of 600.00 feet, a chord bearing of North $82^{\circ}05'28''$ West and a central angle of $24^{\circ}45'02''$ for 259.19 feet to an intersection with a circular curve concave southerly; thence westerly along the arc of said curve having a radius of 550.00 feet and a chord bearing of South $87^{\circ}11'43''$ West and a central angle of $46^{\circ}11'05''$ for 443.34 feet to a point of intersection with a circular curve concave northerly; thence westerly along the arc of said curve having a radius of 500.00 feet, a chord bearing of North $81^{\circ}58'20''$ West and a central angle of $67^{\circ}51'26''$ for 592.17 feet to a point of intersection with a circular curve concave southwesterly; thence northwesterly along the arc of said curve, having a radius of 1800.00 feet, a chord bearing of North $61^{\circ}06'07''$ West and a central angle of $26^{\circ}04'10''$ for 819.00 feet to a point of intersection with a circular curve concave northeasterly; thence northwesterly along the arc of said curve having a radius of 1900.00 feet, a chord bearing of North $68^{\circ}16'15''$ West and a central angle of $11^{\circ}44'07''$ for 389.16 feet to a point of intersection with a circular curve concave easterly; thence northerly along the arc of said curve having a radius of 140.00 feet, a chord bearing of North $00^{\circ}24'51''$ East and a central angle of $125^{\circ}36'44''$ for 306.93 feet to a point of

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intersection with a circular curve concave northwesterly; thence northeasterly along the arc of said curve having a radius of 800.00 feet, a chord bearing of North 48°07'21" and a central angle of 30°15'55" for 422.58 feet to a point of intersection with a circular curve concave southerly; thence northeasterly along the arc of said curve having a radius of 325.00 feet, a chord bearing of North 81°44'53" East, and a central angle of 97°31'40" for 553.21 feet; thence South 49°28'14" East for 379.79 feet to a point of intersection with a circular curve concave northeasterly; thence southeasterly along the arc of said curve having a radius of 475.00 feet, a chord bearing of South 71°59'15" East and a central angle of 44°58'53" for 372.91 feet; thence North 85°32'07" East for 290.05 feet to a point of intersection with a circular curve concave northwesterly; thence northeasterly along the arc of said curve having a radius of 325.00 feet, a chord bearing of North 73°48'18" East and a central angle of 23°25'42" for 132.89 feet to a point of intersection with a circular curve concave southerly; thence easterly along the arc of said curve having a radius of 270.00 feet, a chord bearing of South 84°53'38" East and a central angle of 65°59'04" for 310.94 feet to a point of intersection with a circular curve concave northerly; thence easterly along said arc having a radius of 730.00 feet, a chord bearing of South 79°49'14" East and a central angle of 55°50'54" for 711.56 feet to a point of intersection with a circular curve concave southwesterly; thence southeasterly along the arc of said curve, having a radius of 140.00 feet, a chord bearing of South 48°23'09" East and a central angle of 118°43'45" for 290.11 feet to the Point of Beginning.

Containing 54.45 acres, more or less.

Job No. 9114
MB/bl
February 19, 1992

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RECORDED & RECORD VERIFIED
Martha D. Hayes
County Comptroller, Orange Co., FL