

IN THE CIRCUIT COURT IN AND FOR SUMTER COUNTY, FLORIDA

CIRCUIT CIVIL NO.: 85-330 CA

JAMES SAVOIE and MILDRED SAVOIE, his wife; JAMES VETTER and LORI VETTER, his wife; LYDIA ADAMS; ROY T. AGNEW and WILMA AGNEW, his wife; VERNON AKLEY and G. AKLEY, his wife; KATHY ALLEN; ROBERT ALLEN and ADELE ALLEN, his wife; ARTHUR S. ALLENDORPH; EDWARD ALLENDORPH and V. ALLENDORPH, his wife; ERNEST ANDERSON and CLARA ANDERSON, his wife; RICHARD ANDERSON and V. ANDERSON, his wife; PHYLLIS S. APANA; THANA ARMSTRONG; ROBERT ASHLEY and ROSEMARY ASHLEY, his wife; FRANK ATHERTON and HEDY ATHERTON, his wife; DALE ATKINSON and JEAN ATKINSON, his wife; HATTAN H. ATWATER and ROSE POGUE; MARY A. BAIROS; MARIAN BALDWIN and HELEN BALDWIN, his wife; WILLIAM BARCZA and LUCY BARCZA, his wife; ALBERT BARNES and MARJORIE BARNES, his wife; ROBERT BARNWELL; BEN BARON and MARGARET BARON, his wife; DWIGHT BARSTOW and ROBERTA BARSTOW, his wife; HELEN BARTLETT; JOE BARTON and MARY BARTON, his wife; LAUREL BAYLISS, BETTY BAYLISS, and ELDA TALLEY; ROY BEAUDOIN and ALICE BEAUDOIN, his wife; RICHARD R. BEAZLEY; CHARLES BECK and JEANNE BECK, his wife; PHILIP BECKER and MARION BECKER, his wife; ~~ROY BECKMAN and WAPULA BECKMAN,~~ his wife; MARCEKL BELANGER and RUTH BELANGER, his wife; SAMUEL BELL; IRENE BENNETT; ALFRED BENSON and JOAN BENSON, his wife; ORVILLE BERG and MARCELLA BERG, his wife; EBERT BERNDSEN and FRANCES BERNDSEN, his wife; MERLE BERNDT and PHYLLIS BERNDT, his wife; HAROLD BIEDERWOLF and M. BIEDERWOLF, his wife; KARL BIETAU and JEANNIE BIETAU, his wife; ARTHUR BIRDSALL and K. BIRDSALL, his wife; GERALD BISHOP and DORIS BISHOP, his wife; JOHN BIZAL and MOLLY BIZAL, his wife; JOSEPH BLACKLEDGE and RUTH BLACKLEDGE, his wife; ELLERY BLAIS and MARY BLAIS, his wife; HARRY BOEBEL and CHARLES BOEBEL; JOHN BOLTON and MARY BOLTON, his wife; ELMER BOOTHROYD and RUTH BOOTHROYD, his wife; B. H. BOURQUARD and T. BOURQUARD, his wife; WILLIAM BOWERS and JENNIE BOWERS, his wife; CHARLES BOYD and WANDA BOYD, his wife; ALOIS BRAUN; ALBERT BREITZMANN and RUTH BREITZMANN, his wife; WOODROW BREWER and IRENE BREWER, his wife; JOSEPH BROCCOLI and M. BROCCOLI, his wife; B. J. BROWN; ROBERT BROWN and VIRGINIA BROWN, his wife; SAMUEL BROWN and BARBARA BROWN, his wife; VICTOR BROWN and FAIRY BROWN, his wife; W. CHARLS BRUMBELOE; ED BURKHARDT and KATHY BURKHARDT, his wife; LORRAINE BURNS; LORNE BUTLER and FRANCES BUTLER, his wife; ELIZABETH CABALLERO; ANDREW CAIRNS and RUBY CAIRNS, his wife; DAVID CANAVAN

FILED AND RECORDED IN
PUBLIC RECORDS OF
SUMTER COUNTY, FLA.
RECORD VERIFIED
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BERNARD R. SHELNUTT, JR.
CLERK OF CIRCUIT COURT
BY: *[Signature]* C.C.

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and JEAN CANAVAN, his wife; MARVIN CANUPP and KATE CANUPP, his wife; WILLIAM CARUTHERS and E. CARUTHERS, his wife; WILLIAM CATE and NINA CATE, his wife; DONALD CATON and LAVADA CATON, his wife; MICHAEL CENNAMO and L. C. CENNAMO, his wife; EMERSON CHAMBERLAIN and DOROTHY CHAMBERLAIN, his wife; FRANK CHAMPAGNE and DOT CHAMPAGNE, his wife; A. JEAN CHAPPLE; ROBERT CHARLTON and JANE CHARLTON, his wife; CRAIG CHENG; DONALD CHISHOLM and LENORE CHISHOLM, his wife; A. J. CHRISTENSON and HELEN CHRISTENSON, his wife; TOM CLARY and KATHY CLARY, his wife; KATHERYN L. CLICK; BEATRICE COAN; DAVID COATS and EDNA COATS, his wife; JAMES COLEMAN and GLORIA COLEMAN, his wife; JOHN COLLINS and BETTY COLLINS, his wife; DONALD CONN and MARY CONN, his wife; WILLIAM CONOLEY and NANCY CONOLEY, his wife; JOSEPH CONSTANTINE; VIRGINIA COOK; ROBERT CORDTS and NANCY CORDTS, his wife; WILLIAM COZZOLINO and VENITA COZZOLINO, his wife; ELEANOR CRABTREE; ORAN CRAGGS and BETTY CRAGGS, his wife; DONALD CRAIK and MARJORIE CRAIK, his wife; VINCENT CRANNA; GEAN CRAVENS and ARLENE CRAVENS, his wife; JAMES CRAW and RUTH CRAW, his wife; HAROLD CREGUER and NANCY CREGUER, his wife; RICHARD CRIPE and ILA CRIPE, his wife; ROGER CRIST and ALBERTA CRIST, his wife; ROBERT CROSBY and DOROTHY CROSBY, his wife; DOLORES CURTIS; RICHARD CURTIS and EL CURTIS, his wife; FRED DAHLQUIST and MARY DAHLQUIST, his wife; EARL DANA and ANN DANA, his wife; DICK DARROHN and ELEANOR DARROHN, his wife; CARL DAU and CONSTANCE DAU, his wife; ELAINE DAUGIRDA; GEORGE DAVIDSON and DOT DAVIDSON, his wife; HOWARD DAVIS and ENID DAVIS, his wife; JUDSON DAVIS and M. DAVIS, his wife; RALPH DAVIS; WAYNE DEAN and MARY DEAN, his wife; LILLIAN DEDELOW; ALBERT DELORETO and HELEN DELORETO, his wife; ROSEMARY DEORIO; BILL DETTMAN and EDNA DETTMAN, his wife; RICHARD DEVOST and FAY DEVOST, his wife; BILL DEYO and THERESA DEYO, his wife; LEWIS DIAFERIA and MARGARET DIAFERIA, his wife; EDWARD DILLEY and MARGARET DILLEY, his wife; BABS DILLOW; SID DILWORTH; CHRIS DIMITTRY and OPHIE DIMITTRY, his wife; THOMAS DISCH and CHARLOTTE DISCH, his wife; ROSEMARY DIXON; WILBUR DUNHAM and ALICE DUNHAM, his wife; DAVID DUNKLE and ORRINA DUNKLE, his wife; L. E. DUNLAP; DONALD DUNN and DORRIS DUNN, his wife; FRANCIS EBERHART and GRACE EBERHART, his wife; GRADY EDWARDS and PEARL EDWARDS, his wife; MARIE EGGERS; WILLARD J. EKVALL and MARY EKVALL, his wife; GEORGE ELKINS and BETTY ELKINS, his wife; WAITMAN ELLIS and GLADYS ELLIS, his wife; RAYMOND EMSWELLER and G. EMSWELLER, his wife; AL ENDERS and DEE ENDERS, his wife; OLE ERICKSEN and GERTRUDEERICKSEN, his wife; WILLIAM ERNST and C. ERNST, his wife; ARTHUR EVE and IDA EVE, his

wife; DON FACER and RUTH FACER, his wife; SIDNEY FALCONER; ELLA FELGENHAUER; BOB FINNECY and MICKEY FINNECY, his wife; JOSEPH FISCH; FRANK FISHER and LEE FISHER, his wife; HARRY FISHER and GWEN FISHER, his wife; LOUIS FONTANESSI and HELEN FONTANESSI, his wife; VIRGINIA FORBUSH; WILLIAM FORD and LORETTA FORD, his wife; DOROTHY FOWLER; MILDRED FOX; GEORGE FRANKLIN and LOIS FRANKLIN, his wife; DR. ELMER M. FRITZ; GORDON C. FULLER; HARRY FULLER; GERALD FULTZ and HELEN FULTZ, his wife; HENRY GALLO and ENGELINA GALLO, his wife; DUANE GALSTAD and ANN GALSTAD, his wife; WILLIAM GANDER and VANITA GANDER, his wife; WILLIAM GARRISON and SUSANNE GARRISON, his wife; THOMAS GARRY and EDNA GARRY, his wife; ROBERT GEHR and MARY GEHR, his wife; PAUL GETTY and JUNE GETTY, his wife; ARTHUR GILMAN and BETTE GILMAN, his wife; DR. EDWIN GLASSON and ROSE GLASSON, his wife; MAURINE GLOSSOP; ED GLYMPH and MARGARET GLYMPH, his wife; ERNEST GOLDSTEIN and OUIDA GOLDSTEIN, his wife; KENNETH GORDON and NORMA GORDON, his wife; ROBERT A. GORDON; C. F. GORYN and BERNICE GORYN, his wife; WILEY GOUGE and MARGARET GOUGE, his wife; JACK GOULD and MARGARET GOULD, his wife; CARMEN GRABB; MATT GRACZYK; MARVIN R. GRAIM; JAMES GRANT and ROSEMARY GRANT, his wife; FORREST GRAVES and ELNR GRAVES, his wife; WILLIAM GRAY and RITA GRAY, his wife; JOSEPH GREENE and VIRGINIA GREENE, his wife; SANDRA GREENE and FLORIE GREENE, his wife; WILLIAM GREGG and BARBARA GREGG, his wife; EDWIN GREGORY and ELAINE GREGORY, his wife; ROBERT GULLICKSEN and BETTY GULLICKSEN, his wife; WALTER GUPTIL and PHYLLIS GUPTIL, his wife; HAROLD GUYNN and JEAN GUYNN, his wife; ROY HAGBERG and MARY HAGBERG, his wife; RAYMOND C. HAGGITH; ELDRIDGE HALE and CHRIS HALE, his wife; EARL HALL; JAMES HALL and JEANETTE HALL, his wife; JAMES HALL and LOIS HALL, his wife; JAMES HAMILTON and MARY HAMILTON, his wife; DEAN HAMMOND and DOROTHY HAMMOND, his wife; EUGENE HANER and BETHEL HANER, his wife; BETTE HANSEN; FRED HANSEN and FLORENCE HANSEN, his wife; RUSSELL HARDIN and AGNES HARDIN, his wife; ATLEE HARDY and MARJORIE HARDY, his wife; WILLIAM HARDY and JEAN HARDY, his wife; AL HARRIS and THELMA HARRIS and ROSMOND HARRIS; TED HARRIS and SHIRLEY HARRIS, his wife; RAY HARTENSTINE and JEAN HARTENSTINE, his wife; MARION I. HARTT; JEROME HARY and VIVIAN HARY, his wife; GEORGE HATCHNER and DOT HATCHNER, his wife; HARVEY HATFIELD and JULIA HATFIELD, his wife; ERWIN HAUCK and FERN HAUCK, his wife; FLOYD HAUSER and DOROTHY HAUSER, his wife; WALTER HEER and VIRGINIA HEER, hiswife; ROGER HEFLER and DORIS HEFLER, his wife; ROBERT HERMANSON; EVELYN W. HEROY; FRITZ HESEMANN and VELMA HESEMANN, his wife; FRANK HESS and JO

HESS, his wife; ROBERT HETTEL and HELEN HETTEL, his wife; JACK HICKMAN and JOHANNA HICKMAN, his wife; GEORGE HIDER and BETTY HIDER, his wife; FORREST HILBORN and MARY HILBORN, his wife; GORDON HILL and SOPHIE HILL, his wife; GEORGE HINCKLEY and MARY HINCKLEY, his wife; NORMAN HIPSLEY and JEANNE HIPSLEY, his wife; JOSEPH HLASTAN and GINNY HLASTAN, his wife; WALTER HOARE and DOROTHY HOARE, his wife; R. D. HODGES and KATHLEEN HODGES, his wife; CHARLES HOFBAUER; DR. OSCAR HOFFMAN and GERI HOFFMAN, his wife; AGNES HOLLAHAN; HARVE HOLLAND and BERNIE HOLLAND, his wife; HERB HOLSINGER and ELEANOR HOLSINGER, his wife; ALVIN HOLTON and SHIRLEY HOLTON, his wife; FRED HOOKER and ELEANOR HOOKER, his wife; JOHN HORGAN and MARY HORGAN, his wife; JACK HORROCKS and HELEN HORROCKS, his wife; JACK HORTH and BETTY HORTH, his wife; LOUIS HORVATH and LEONA HORVATH, his wife; RAYMOND HOWE and MARIE HOWE, his wife; DELMAR HUDSON; RICHARD HUDSON and MARG HUDSON, his wife; WILSON HUGHES and ANNA HUGHES, his wife; ROBERT HUMPHREY and HELEN HUMPHREY, his wife; JACK HUMPHRIES and FAITH HUMPHRIES, his wife; ERNEST HUNT and MARJORIE HUNT, his wife; DONALD HUNTER and MARY HUNTER, his wife; DON HUNTINGTON and JEAN HUNTINGTON, his wife; DORIS HUTSON; SLOAN JACKSON; HENRY JACOBSON and EDELLA JACOBSON, his wife; VIRGINIA JAMES; GALE JAROCH and JEAN JAROCH, his wife; THEODORE JAYES; TED JEFFERSON and LILLIAN JEFFERSON, his wife; MALCOLM JOHNS and EVELYN JOHNS, his wife; DAVID JOHNSON and IRENE JOHNSON, his wife; DON JOHNSON and VESTA JOHNSON, his wife; HARRY JOHNSON and MARGARET JOHNSON, his wife; william johnson and GINNY JOHNSON, his wife; DONALD JOHNSTON and BERNIE JOHNSTON, his wife; HAROLD JONES and EVELYN JONES, his wife; FRANKLIN JUSTEN and HELEN JUSTEN, his wife; GILBERT KAEDING and LUCILLE KAEDING, his wife; DALE KAISER and MARY KAISER, his wife; DALE KANE and CATHRYN KANE, his wife; JOSEPH KAUFMAN; WILLIAM KELLY and MARY KELLY, his wife; WALTER KERMAN and MARGARET KERMAN, his wife; KENNETH KIMBALL and NORA KIMBALL, his wife; RICHARD KIMBALL and ANN KIMBALL, his wife; A. STARR KING and PEG KING, his wife; JOSEPH KING and JANE KING, his wife; RICHARD KLINE and FAY KLINE, his wife; CHARLES KNOLLE and JEAN KNOLLE, his wife; HAROLD KNOWLTON and GINNY KNOWLTON, his wife; RAYMOND KOEFFLER and FLO KOEFFLER, his wife; MILTON KOEPKE and RUTH KOEPKE, his wife; FRANCES KOHLMEIER and ELIZ KOHLMEIER, his wife; HERBERT KONZ and JUNE KONZ, his wife; CHESTER KOWAL and EVELYN KOWAL, his wife; EDWARD KRAFT and MARGARET KRAFT, his wife; FRANCIS KRAFT and GLORIA KRAFT, his wife; LESTER KRAFT and VIOLET KRAFT, his wife; GERALD KRAMER and MARTHA KRAMER, his wife; DANIEL

KRIEGHOFF and SHIRL KRIEGHOFF, his wife;
GEORGE KUHN and JEAN KUHN, his wife;
HOWARD KUNDE and SHIRLEY KUNDE, his
wife; ROBERT KUNKEL and PATRICIA KUNKEL,
his wife; WILLIAM KURTZ and KAY KURTZ,
his wife; T. H. LAFOUNTAIN and MARGE
LAFOUNTAIN, his wife; FRANCIS LAGES and
MARY LAGES, his wife; KEITH LANCASTER
and BETTIE LANCASTER, his wife; JAMES
LANE and VIOLA LANE, his wife; DONALD
LANGE and MARGARET LANGE, his wife; JOHN
LARVEY and JEAN LARVEY, his wife; GEORGE
LATTIMER and DOROTHY LATTIMER, his wife;
GEORGE LEBLANC and GLORIA LEBLANC, his
wife; E. CLARK LEIPS and THELMA LEIPS,
his wife; BILL LERCH and MARIE LERCH,
his wife; EDWARD LEWIS and JUNE LEWIS,
his wife; D. J. LIGHTFIELD; WALTER
LILJESTRANS and W. LILJESTRAND, his
wife; THOMAS LINCOLN and CATHY LINCOLN,
his wife; ROBERT LIPPINCOTT and EDNA
LIPPINCOTT, his wife; GALYN LOEHR and
EVELYN LOEHR, his wife; FRANK LONE and
ISOBELL LONE, his wife; WILLIAM A. LOTT
and JUANITA LOTT, his wife; JOHN LOVE
and ELEANOR LOVE, his wife; JAMES
LOVELESS and MYRA LOVELESS, his wife;
ROBERT LOWINSKI and VIRGINIA LOWINSKI,
his wife; LUELLA LOWMAN; RUSS LUCKSINGER
and FLO LUCKSINGER, his wife; GEORGE
MACHARDY and CAROL MACHARDY, his wife;
WILLIAM MACHLEIT and GENEVIEVE MACHLETT,
his wife; SKIP MADDOX and LINDA MADDOX,
his wife; DICK MANSFIELD and THELMA
MANSFIELD, his wife; HAL MARSHALL and
BETTY MARSHALL, his wife; ISADORE MARTIN
and BETTY MARTIN, his wife; JOHN MASTER
and CATHERINE MASTER, his wife; JIM
MATTAS and DOROTHY MATTAS, his wife;
RALPH MAULIN and PEGGY MAULIN, his wife;
SHELBY MAXWELL and PAT MAXWELL, his
wife; ERROLL MCCALL and LENA MCCALL, his
wife; JAMES MCCONNELL and VERA
MCCONNELL, his wife; ALLEN MCCRAY and
MARION MCCRAY, his wife; ROBERT
MCDONNELL and MARIE MCDONNELL, his wife;
BENEDICT MCELHERAN and DOT MCELHERAN,
his wife; DONALD MCGLONE and MARGE
MCGLONE, his wife; ROBERT MCMILLAN and
MARION MCMILLAN, his wife; WILLIAM
MCNEILL and ELLEAN MCNEILL, his wife;
RICHARD MEEK and VIRGINIA MEEK, his
wife; A. J. MEISWICK; GEORGE MELICKIAN
and FRANCES MELICKIAN, his wife; KENNETH
MENNICKE and ZONA MENNICKE, his wife;
PAUL METEVIA and MARY METEVIA, his wife;
WILLIAM METZGER and LDE W. METZGER, his
wife; CLIFFORD H. MICHAEL; MARIE
MIHILLS; ELSINA MIHLENBECK; ROBERT MILES
and CHARLENE MILES, his wife; FOREST
MILLER and MARY MILLER, his wife; GEORGE
MILLER; JOHN MILLER and ETHEL MILLER, his
wife; MYLES MILLER and MARIA MILLER, his
wife; RICHARD MINSHALL and I. MINSHALL,
his wife; RAY MIRON and ROWENA MIRON,
his wife; MARY MITCHELL; ROLAND MOE and
ORDA MOE, his wife; FRANK MOELLER and
BERNICE MOELLER, his wife; THOMAS MOODIE
and MARGARETTA MODDIE, his wife; DAN
MOORE and SHIRLEY MOORE, his wife;

GERALD MOORE and ETHEL MOORE, his wife; JANET MOORE; KENNETH MOORE and VIRGINIA MOORE, his wife; ROBERT MORGAN and ANNA MORGAN, his wife; ROBERT MORRIS and ANNE MORRIS, his wife; RALPH MORRISON and LILLIAN MORRISON, his wife; ROY MORROW and ROSEMARY MORROW, his wife; JOHN MUNSON and ELEANOR MUNSON, his wife; JOHN MURPHY and MARIETTA MURPHY, his wife; MARION D. MURPHY; ROBERT MURPHY and MARGARET MURPHY, his wife; L. S. MYERS and LINN MYERS, his wife; ITALO NATALINO and AUDREY NATALINO, his wife; ADRIAN NEIL and BETTE NEIL, his wife; NEAL NELSON and MARIE NELSON, his wife; RUSSELL NERO and MAXINE NERO, his wife; WILLIAM E. NEUS; HERSCHEL NEU and VIRGINIA NEU, his wife; ROGER NEWBERRY and JEANNET NEWBERRY, his wife; CARL NEWHOUSE and TEASE K. NEWBERRY, his wife; RAY NEWTON and LORRAINE NEWTON, his wife; CLAYTON NICHOLS and ADELLE NICHOLS, his wife; EDWARD NIELSEN and DOROTHY NIELSEN, his wife; RUSSELL NIESEN and MARY K. NIESEN, his wife; ROBERT NOLEN and BARBARA NOLEN, his wife; C. EDWARD NOLL and ELOISE NOLL, his wife; CHARLES NOLL and ALICE NOLL, his wife; ROBERT NUESSELE and EDITH NUESSELE, his wife; F. HARMON OBRIEN and H. OBRIEN, his wife; JACQUES OBRIEN and BETTY OBRIEN, his wife; ROBERT OHLER and OLIVIA OHLER, his wife; RAY OLIVEIRA and MADELAINE OLIVEIRA, his wife; LLOYD OLSEN and MAGDALAINE OLSEN, his wife; J. F. ONEIL and VEE ONEIL, his wife; WILLIAM ORCUTT and HELEN ORCUTT, his wife; LOIS OWCARZ; RAY OWEN and GRACE OWEN, his wife; KENNETH OWENS and DOROTHY OWENS, his wife; ALVIN PALM and EUGENIA PALM, his wife; THEODORE PALMER and ALICE PALMER, his wife; WILLIAM PALMER and DELORES PALMER, his wife; ROBERT PARK and GANIL PARK, his wife; NICK PARKER and JOAN PARKER, his wife; O. E. PARKER and JEANNE PARKER, his wife; DUANE PATTERSON and MARY PATTERSON, his wife; ROBERT PAXTON and ARDELLA PAXTON, his wife; CHARLES PETERS and SERENA PETERS, his wife; MALCOLM PETERSON and NANCY PETERSON, his wife; CLIFFORD PHELPS and GRACE PHELPS, his wife; EDWARD PHETHEAN and JEAN PHETHEAN, his wife; RALPH PIERSALL and MARIETT PIERSALL, his wife; CHARLES PIERSON and CLAUDI PIERSON, his wife; HOMER PLATON and ANNELIESE PLATON, his wife; BILL POLLOCK and OLGA POLLOCK, his wife; CASEY POPIEL and MOLLY POPIEL, his wife; GEORGE POWERS and HELEN POWERS, his wife; KYLE PREVO and MARGARET PREVO, his wife; ROBERT A. PREY; RAY PULLIAM and HELEN PULLIAM, his wife; RAY A. PULLIAM; ROBERT QUOOS and BETTIE QUOOS, his wife; GEORGE RABB and RUTH RABB, his wife; PETER RANDALL and JANET RANDALL, his wife; FLOYD RAULS and KATHLEEN RAULS, his wife; HERBERT RAUSCHENBACH and B. RAUSCHENBACH, his wife; CHARLES RAYBORN and BETTY RAYBORN, his wife; DOROTHY

READY; OLIVE C. REID; RICHARD RELYEA and VIRGINI RELYEA, his wife; JACK RHODES and BETTY RHODES, his wife; ROBERT RICHARD and JUDY RICHARD, his wife; LAWSON RICHARDS and ELNA RICHARDS, his wife; DOT RICKETTS; DENNIS RITTER and FLORENCE RITTER, his wife; ROBERT RITTER and HELEN RITTER, his wife; ROBERT RIVERA and DOROTHY RIVERA, his wife; CLIFTON ROBBINS and MARGE ROBBINS, his wife; GEORGE ROBBINS and LAURA ROBBINS, his wife; CARL ROBERTS and PAULINE ROBERTS, his wife; BILL ROBERTSON and MIRIAM ROBERTSON, his wife; ANDREW ROCK and CAROL ROCK, his wife; ED ROGERS and EVELYN ROGERS, his wife; GENE ROSSBACH and MEME ROSSBACH, his wife; DELMAR ROUSH and BETTY ROUSH, his wife; DOROTHY ROWLAND; WILLIAM ROWLEY and KATHRYN ROWLEY, his wife; WILLIAM RUDGE and DOROTHY RUDGE, his wife; CHARLES RUFF and EVELYN RUFF, his wife; HOWARD RUTH and VIVIAN RUTH, his wife; DON RYAN and HELEN RYAN, his wife; ROBERT SAGE and MARTHA SAGE, his wife; BILL SALLA and MAVIS SALLA, his wife; PETER C. SALTA; LEO SAMMONS and RUTH SAMMONS, his wife; ELMER SANDERS and ELEANOR SANDERS, his wife; EARL SATTERFIELD and PAT SATTERFIELD, his wife; JOHN SAYLES and VICTORIA SAYLES, his wife; ROBERT SCHAUSEIL and LILLIAN SCHAUSEIL, his wife; WALTER A. SCHERER; DONALD SCHLENGER and EVELYN SCHLENGER, his wife; KEN SCHLUNTZ and RACHEL SCHLUNTZ, his wife; WILBUR SCHMIDT and LILLIAN SCHMIDT, his wife; FRANK SCHOONE and KATHY SCHOONE, his wife; WILLIAM SCHOTT and MARY SCHOTT, his wife; WALTER SCHUCH and MARIE SCHUCH, his wife; HERBERT SCOTT and JEAN SCOTT, his wife; MICHAEL SEDLAK and JOYCE SEDLAK, his wife; HOWARD SELLE and LOIS SELLE, his wife; JACK SELTZ; JOHN SENTI and BERNICE SENTI, his wife; ED SEVERSEN and BEVERLY SEVERSEN, his wife; EDWARD SEXTON and ZELMA SEXTON, his wife; HAROLD SHANKS; JOHN SHANNON and KATHERINE SHANNON, his wife; ERNEST SHAW, (Estate); KYLE SHAW; MARLEN SHERRARD and MARY SHERRARD, his wife; PARKER SHERWOOD and DORIS SHERWOOD, his wife; EMERSON SHIFFMAN and JANE SHIFFMAN, his wife; DAVID SHIPMAN; ARTHUR SHUCK and MARIAN SHUCK, his wife; DONALD SILVERS and PAULINE SILVERS, his wife; DAVID SIMPSON and VERA SIMPSON, his wife; ROSS SIMPSON and LOUISE SIMPSON, his wife; JOSEPH SISTI and MARY SISTI, his wife; JAMES SMALL and FRANCIS SMALL, his wife; ALBERT SMITH and HELENA SMITH, his wife; C. GIBBONS SMITH; DONALD SMITH and LOYOLA SMITH, his wife; FRANK SMITH and BIANCA SMITH, his wife; GLORIA J. SMITH; JACK SMITH and MARY SMITH, his wife; ROBERT SMITH and BARBARA SMITH, his wife; THOMAS SMITH and ANNA SMITH, his wife; VIRGINIA SMITH; MIKE SNAVLEY and JERRI SNAVLEY, his wife; ROBERT SNYDER and CATHERINE SNYDER, his wife; HOMER SONN and CAROLINE SONN, his wife; COOPER

SONTAG and BARBARA SONTAG, his wife; JOSEPH SOULE and FLORENCE SOULE, his wife; WALTER SOUTHARD and ESTHER SOUTHARD, his wife; FRANK SPRINGER and SYLVIA SPRINGER, his wife; CHARLES ST. CLAIR and HAZEL ST. CLAIR, his wife; ERNEST ST. PETER and ANNE ST. PETER, his wife; GLADYS T. STAFFORD; JUNE STANDISH; RAY STARRETT; EVERETT STEDMAN; WAYNE STEFFEN and MARILYN STEFFEN, his wife; GUS STEGEMERTEN and DORIS STEGEMERTEN, his wife; RAY STEPHENSEN and CLAIRE STEPHENSEN, his wife; CHARLES STEVENS; JOHN STEWART and MARY STEWART, his wife; BURT E. STIMSON; HELMUTH STOCKHAUS and T. STOCKHAUS, his wife; LENA STOCKHAUS; GLADYS STOCKINGER; JOHN STOKER and ROSALYN STOKER, his wife; VERNA STONE (Estate); FREDERICK STONES and ELLEN STONES, his wife; KENNETH STOWELL and AUREL STOWELL, his wife; DR. CONSTANCE M. STRAW; CARL STREEPY and EDNA STREEPY, his wife; ROSETTA STREMMEL and INAS RIGDON; R. D. STURDIVANT; WILLIAM STUSAK and JANET STUSAK, his wife; JOHN E. SULLIVAN; JEFFRIE SUMMERS; RALEIGH SUTHERLAND and PAT SUTHERLAND, his wife; K. BERYL SUTTON; DON SWARTZ and JACQUELINE SWARTZ, his wife; CLIFF SWENSON and AURETTE SWENSON, his wife; DAN SZALONTAI and MARIAN SZALONTAI, his wife; HARRY TAKAGI and HELEN TAKAGI, his wife; DEAN TALBOT and HELEN TALBOT, his wife; ARNE TENHULA; JOHN TERRELL and LOIS TERRELL, his wife; A. L. TERRENOIRE and DORIS TERRENOIRE, his wife; ORWIN THOMAS and HARRIET THOMAS, his wife; THEODORE THOMAS and LOUISE THOMAS, his wife; ARCHIBALD THOMPSON and ONA THOMPSON, his wife; BILL THOMPSON and ALICE THOMPSON, his wife; GEORGE THOMPSON and MARGE THOMPSON, his wife; ROBERT THRALL and RUTH THRALL, his wife; ROBERT TICEHURST and ALICE TICEHURST, his wife; THOMAS TIMER and MARGARET TIMER, his wife; THOMAS TINDALL and MARILYN TINDALL, his wife; KENNETH TOBEY and DOROTHY TOBEY, his wife; ARTHUR TODISCO and ANNA TODISCO, his wife; JOHN TOKAREWICH and AGNES TOKAREWICH, his wife; JAMES TOWNES and ALICE TOWNES, his wife; HAROLD TREAT and JOAN TREAT, his wife; WILLIAM TRIERWEILER and BLANCHE TRIERWEILER, his wife; KENNETH TUCKER and WILMA TUCKER, his wife; EL UNRUH and MARG SUMMERIL; RODERICK URQUHART and RUTH URQUHART, his wife; HARRY VANDERBILT and LIBBY VANDERBILT, his wife; IRV VENZKE and ELEANOR VENZKE, his wife; DONALD VIDALE and ESTHER VIDALE, his wife; BILL VIENT and LONNIE VIENT, his wife; MICHAEL VIOLA and NORMA VIOLA, his wife; JOHN VIVODINAC and MARY VIVODINAC, his wife; LOIS VOSS; IDA WALDMAN; DENIS WALDRON and SYLVIA WALDRON, his wife; CHARLOTTE WANLUND; WILLIAM WATKINS and DORIS WATKINS, his wife; J. D. WEDDLE and JEAN WEDDLE, his wife; WILLIAM WEEKS and CORRINE WEEKS, his wife; MAXINE WERT; WALT WESTERMANN and JANET WESTERMANN, his wife; CHARLES

WESTFALL and BETTY WESTFALL, his wife;
GENE WHARTON and FRANCES WHARTON, his
wife; KATHERYN WHITE; WILLARD WHITE and
NETTIE WHITE, his wife; WILLIAM
WHITEHILL and ALICE WHITEHILL, his
wife; LOYAL WHITESIDE and MARLYN
WHITESIDE, his wife; LAURENCE WIEGAND
and IVA WIEGAND, his wife; BERNARD
WIENAND and ANNABEL WIENAND, his wife;
DON WIGERSMA and ELEANOR WIGERSMA, his
wife; EVERETT WIKEL; LESTER WILDERMAN
and BARBARA WILDERMAN, his wife; JULIA
WILLIAMS; WILLIAM WILLIAMS and FRANCES
WILLIAMS, his wife; IOLA WILLOUGHBY;
ROBERT WILSON and GLORIA WILSON, his
wife; GEORGE WISELY and CATHY WISELY,
his wife; KENNETH WISTH and RENEE WISTH,
his wife; EDWIN WOLFE and BARBARA WOLFE,
his wife; ALLEN WOLLNER and CELIA
WOLLNER, his wife; ROY WOLVERTON and
ROSEMARI WOLVERTON, his wife; ALFRED
WOOD and DORIS WOOD, his wife; CONNIE
WOODARD; CORWIN WOODWARD and LEE
WOODWARD, his wife; AUSTIN WRIGHT and
JEAN WRIGHT, his wife; CAROLYN WRIGHT;
WILLIAM M. YACVONE; NAOMI W. YACKEL;
JOSEPH YANKOSKY and DORIS YANKOSKY, his
wife; ADOLF YESKE; ALFRED YESKE; ARTHUR
ZAVRAS and LOUISE ZAVRAS, his wife; JOHN
ZEKAS and JEWEL ZEKAS, his wife; ARNOLD
ZIETEMANN and MARIAN ZIETEMANN, his
wife; and ROBERT ZIMMER and RUTH ZIMMER,
his wife;

Plaintiffs,

vs.

CONTINENTAL COUNTRY CLUB, INC.,
a Florida corporation,

Defendant.

FINAL JUDGMENT

This cause is before the Court after a four day trial which commenced on June 15, 1987, upon the merits of plaintiffs' third amended complaint.

The plaintiffs are residents of Continental Country Club, Inc., ("CCC"), a mobile home subdivision located in Wildwood, Florida, who own their lots and mobile homes thereon with the exception of 12 who own the lots with no homes located thereon.

Before the Court is a three count third amended complaint seeking a determination of the reasonableness of an assessment which was levied against the plaintiffs by the defendant CCC in the sum of \$135.00 and \$137.50. The Court, upon motion by the plaintiffs has ordered the escrowing of such funds until the final determination of this cause and such funds have been held in separate bank accounts, at least, in the names of opposing counsel until final determination by the Court.

The claims of the plaintiffs for injunctive relief to prevent eviction proceedings from being brought as reflected in Count II is, at this juncture, rendered moot since eviction proceedings by the defendant have never been commenced and the defendant has disavowed its earlier decision to evict residents leasing lots in the subdivision.

Count III for cancellation or removal of liens is also rendered moot in that although the defense did file liens in this

cause against the property of certain of the plaintiffs, those liens have been voluntarily removed during the pendency of this litigation.

Therefore, there remains for determination count I for declaratory judgment of the plaintiffs' rights under a certain Amended and Restricted Declaration of Restrictions. In this respect, the Court is called upon to construe the provisions of the Amended and Restated Declaration of Restrictions to determine the intent of such restrictions and the manner in which the intent of such restrictions bears upon the assessment by the defendant of an operation and maintenance charge of \$135.00 commencing June 1, 1985, and \$137.50 commencing November 1, 1985.

The defense failed to file an answer and defenses to the third amended complaint and, therefore, under stipulation entered into at the trial of this cause, the allegations in paragraphs 2 and 4 of plaintiff's third amended complaint are deemed admitted. Also, for the purpose of final judgment, it was agreed and stipulated at the trial that a reconciliation of the escrow accounts established would take place upon final determination by the Court in this cause of the merits in controversy.

Continental Country Club is a mobile home subdivision located in Wildwood, Florida, which contains 1243 platted lots of which 899 are currently developed and 713 are currently occupied. The developed lots are in Phase I and II. Phase III is undeveloped at this time. CCC contains in addition to the residential subdivision, an 18 hole golf course, country club with pro shop, restaurant, and various recreational facilities, including swimming pools, tennis courts, and a ceramics shop. CCC also provides a variety of services to its residents including 24 hour manned security gate, 24 hour security patrol, individual lot and common area lawn maintenance, water and sewer service, garbage and trash collection, recreational facilities and other services. The residents, in accordance with the covenants and restrictions applicable to each lot, pay a "maintenance charge" for the services provided.

The lots and mobile homes in CCC sold to the plaintiffs were subject to an Amended and Restated Declarations of Restrictions which required CCC to provide operation and maintenance of certain common areas and the mobile home lots. The pertinent provisions of the Amended and Restated Declarations of Restrictions before the Court for consideration in paragraphs 2 and 3, states as follows:

2. DUTIES OF COUNTRY CLUB. Country Club proposes to maintain the grounds and streets, to furnish street lighting, sewage disposal, lawn mowing, garbage pickup, water, recreational and boat facilities and buildings, and to operate and maintain such other private or public facilities from time to time as shall be determined by Country Club in its sole discretion to be appropriate for the development of the Property.

3. MAINTENANCE CHARGE. To finance the performance of the duties set forth in paragraph 2 above and to assure the continued operation and maintenance of the facilities therein described, all Lots shall be subject to a monthly maintenance charge to be determined by Country Club annually (the "Maintenance Charge"). The Maintenance Charge shall be subject to adjustment at any time during the term hereof and shall be effective as far as each Owner is concerned upon receipt of an invoice containing a new Maintenance Charge. Until further action by Country Club, the Maintenance Charge shall be \$30 per month.

Continental Country Club was originally developed in 1972 or earlier as a campground, but was later converted by previous owners into a retirement mobile home subdivision. Since the inception of the mobile home subdivision known as Continental Country Club, each owner, prior to and including defendant CCC, subsidized to some extent the operation and maintenance charge assessed under the Amended and Restated Declaration of Restrictions. The use of low operation and maintenance expenses was a sales tool. The record is uncontested that during this period of time the sewer and water utility assets were not depreciated or charged to the residents of CCC.

There are three phases of CCC planned together with an area known as the Emerson Property and other undeveloped lands. In addition, prior owners had agreed to provide water and sewer to Sandalwood Condominium on the outskirts of Continental Country Club which at the present time has at least 50 or more occupied units. CCC, as owner of the water and sewer facilities, is contractually bound to provide water and sewer service to Sandalwood.

The defendant CCC purchased Continental Country Club in 1982 from Lifetime Communities, Inc. At the time of the purchase, the operation and maintenance fee was \$65. The defendant CCC maintained the operation and maintenance charge to each lot at the rate of \$65 per month until February, 1985, when defendant CCC filed Chapter 11 proceedings in the United States Bankruptcy Court for the Middle District of Florida.

Within 2 weeks of the filing of the Chapter 11 Bankruptcy proceedings, the defendant CCC sent a letter to the residents increasing their operation and maintenance fees to \$135. The residents responded to this increase by claiming that they were a mobile home subdivision and therefore were entitled to 90 days notice under §723.037, Fla. Stat. To ensure compliance with §723.037, Fla.Stat., the defendant issued a new notice of increase on July 26, 1985, increasing the operation and maintenance fee to \$137.50 effective November 1, 1985.

The plaintiffs formed a corporation, the Continental Community Resident Homeowners Association, Inc., pursuant to the requirements of §723, Fla.Stat., the Florida Mobile Home Act, in March 1985. The homeowners's association did not request mediation of the increase in February 1985, but did request and did participate in mediation of the July 1985 increase.

On August 12, 1985, plaintiff filed suit contending that the operation and maintenance charge of \$137.50 was unreasonable and contained unnecessary expenses. Both of these bases are appropriate grounds for legal attack of the operation and maintenance fee under Florida precedent. See Moore v. Japanese Gardens Mobile Estates, Inc., 356 So.2d 922 (Fla. 2d DCA 1978). The residents also sought a declaration of their rights as to the elements which could be assessed under the Amended and Restated Declaration of Restrictions.

On November 5, 1985, upon motion of the plaintiff, this Court ordered that the lot owners seeking protection from the court make payment of \$65 per month from June 1, 1985 to CCC,

and to pay the remainder of the increased maintenance charge into a trust account established by agreement of the parties. Since that time the contested maintenance charges have been paid into the John T. Allen, Jr., Trust Account, which is established and maintained by stipulation of the parties.

On February 10, 1987, this Court heard cross-motions for partial summary judgment. This Court granted the defendant's motion for partial summary judgment which denied the standing of the Continental Community Resident Homeowners Association, Inc., to bring this action, with leave to amend to bring the action as individual plaintiffs or to plead a class action. The defendant's motion for partial summary judgment as to the interpretation of the Amended and Restated Declaration of Restrictions was denied. The Court found that a reasonable interpretation of the covenants and restrictions limits the defendant's assessment for operation and maintenance fees to those items specifically listed in paragraph 2, Duties of Country Club, of the Amended and Restated Declaration of Restrictions. The Court also held that a proper construction of paragraphs 2 and 3 of the covenants and restrictions requires that the calculation of the maintenance charge applies to lots occupied or owned by a resident or nonresident owner other than the defendant. Correspondingly, plaintiff's motion for partial summary judgment on the number of lots subject to assessment of the maintenance charge was denied.

The issues before the Court are: whether the charge of \$135.00/\$137.50 is unreasonable; whether a profit may be charged under the provisions of the Amended and Restated Declaration of Restrictions; whether interest and depreciation may be charged under such provision; what are the proper elements which may be charged under the restrictions; against which lots may the services be levied; whether Sandalwood should be included; and distribution of the trust assets.

The Court has heard extensive testimony from numerous witnesses in this cause including 3 expert witnesses produced

by the parties, and has considered the history of the case, the past ledger and book entries of the defendant CCC, and the entire factual background in the case.

Therefore, the Court, based upon the greater weight of the evidence in this cause, rules upon the various issues before it as follows:

1. The Court agrees with the rule that a reasonable unambiguous covenant and restriction will be enforced according to the intent of the parties as expressed by the clear and ordinary meaning of its terms, Barrett v. Leiber, 355 So.2d 222, 225 (Fla. 2d DCA 1978). The language used in the contract is the best possible evidence of the intent and meaning of the contracting parties, Azalea Park Utilities, Inc. v. Knox-Florida Development Corp., 127 So.2d 121, 123 (Fla. 2d DCA 1961).

Words should be given their natural meaning or the meaning most commonly understood in relation to the subject matter and circumstances, and reasonable construction is preferred to one that is unreasonable, Thompson v. CHB, Inc. 454 So.2d 55, 57 (Fla. 4th DCA 1984). Implicit in the term furnish (services) is the wherewithall or ability to do so, i.e., the physical facilities such as sewer plants, water systems, etc. "To furnish the performance duties" means just that -- financing the cost of services as opposed to recapture of capital outlays by depreciation allowances or otherwise. If the intent of the authors of the restrictions was to put purchasers on notice that the cost of construction was to be passed on to them, it would have been a very simple matter to so state.

2. The Court finds that the operation and maintenance fee of \$135.00 charged to Plaintiffs commencing June 1, 1985, and the \$137.50 charge beginning November 1, 1985, are unreasonable and therefore the defendant CCC should be prohibited from charging such amounts to the named plaintiffs. Under the Court's interpretation of the restrictions, only legitimate expenses for performing the duties under the restrictions may be charged. The evidence is uncontroverted that the actual expense of operating and maintaining the subdivision from June, 1985, to present is less than the \$135.00/

\$137.50 fee imposed by CCC. The Court also find that under a proper interpretation of the restrictions, a profit may not be charged, and it was the intent of the framers of the restrictions that operation and maintenance charges be charged on an actual expense incurred basis.

3. The experts who have testified before the Court have broken down the operation and maintenance charges into various time periods which coincide either with the fiscal year of CCC, from July 1 to June 30 of each year, or the time in which CCC was in bankruptcy, or the time which Redman purchased all the stock of Continental. Therefore, consistent with the evidence, the Court feels that it should rule upon which is a reasonable operation and maintenance fee under the Declarations for each of these separate periods of time:

a. The Court finds that for the month of June 1985 and the period July 1, 1985 - July 30, 1986, that a reasonable operation and maintenance charge based upon actual expense incurred was \$57.93.

b. For the two months of July and August, 1986, when Continental Country Club was still in bankruptcy, the Court finds that a reasonable operation and maintenance fee based upon actual expenses incurred is \$57.93.

4. The Court finds that the Declaration of Restrictions does not provide for the actual charging of depreciation whereby the owner of Continental Country Club would be permitted to utilize such funds as a profit, non-taxable dollars, or for any other use.

Therefore, for the period of September 1, 1986, to the present date, utilizing the actual cost of providing for the services of operation and maintenance under the restrictions, the Court finds that a reasonable charge for this period of time is \$84.00.

5. The plaintiffs' rights under the restrictions are declared to constitute the right of requiring the defendant CCC to charge the same maintenance fee for each unit of Sandalwood

as the defendant CCC charges for each lot in Continental Country Club. The Court rules that the lot owners of Continental Country Club shall in no way be required to subsidize the providing of water and sewer to Sandalwood Condominium.

6. The Court finds that the allowance of an interest expense would be tantamount to an allowance for profit or return and, therefore, no interest charge shall be permitted under the intent of the Declarations and Restrictions as construed by the Court. However, in the event extraordinary repairs or renovations are required for the continued operation of the facilities, the cost for which exceeds the then monthly operation and monthly charge, the CCC is authorized, upon making said extraordinary repairs, to amortize the cost thereof over a reasonable period of time assessing the plaintiffs therefor an additional monthly surcharge and shall be allowed to recover interest at the market rate on said sums.

To the extent that this paragraph is inconsistent with the court's order granting defendant's motion for partial summary judgment pertaining to reserve accounts (paragraph 3, page 2, Order Granting Partial Summary Judgment), the same is overruled.

7. The Court finds that under the intent of the Amended and Restated Declaration of Restrictions, only those lots which are actually receiving services and maintenance shall be charged the current operation and maintenance fee. Therefore, undeveloped lots which are owned either by the developer or by certain named individual plaintiffs shall not be charged the regular operation and maintenance fee until and unless such lot is hooked up to the water and sewer facilities. In order for the plaintiffs to properly be accorded the economy of scale of additional individuals to the water and sewer facilities, and in order to achieve justice and equity under the circumstances of the new expanded water and sewer facilities, CCC shall pro-rate its operation and maintenance charge utilizing the number of occupied lots every six months and shall provide to each lot owner in Continental Country Club an itemized list of charges

and number of lots occupied which are utilizing the water and sewer system, whether such units be in Continental Country Club, Sandalwood Condominium, the Emerson property, or other property. If the operation and maintenance fee charged to the residents exceeds the cost of providing services, Continental Country Club shall credit the overcharge to the residents in future assessments. In the event that the cost for providing services exceed the operation and maintenance fee charged, Continental Country Club may recoup the deficit in future assessments. Therefore, the Court anticipates that the charges for operation and maintenance shall decrease as more users are added to the existing facilities.

Since the defendant CCC is not being charged for operation and maintenance on occupied lots it owns, the following named plaintiffs, who own vacant lots in Continental Country Club, shall only be charged the prorata cost for lot mowing until such time as such lots become occupied: plaintiffs -- Kathy Allen, Albert Brietzmann, Charles Fischer, Robert Miles, Andrew Murdock, Dorsi Stegemerten (owner of 4 lots); Leonard Telles, Arnold Zietemann, and Ms. Johnson.

8. The rights and obligations of the plaintiffs under the Amended and Restated Declaration of Restrictions which are the subject matter of this litigation are further declared as follows:

a. The plaintiffs shall only be charged the actual and reasonable out-of-pocket expenses for providing operation and maintenance expenses for Continental Country Club;

b. The plaintiffs shall not be charged any increment of profit for operation and maintenance expenses;

c. The defendant CCC shall segregate for bookkeeping purposes all items of expense pertaining to operation and maintenance in its books or computer systems;

d. Charges for operation and maintenance shall only be applied to occupied lots, and for those lots which are purchased but unoccupied only the charge for lawn mowing shall be imposed as an operation and maintenance fee charge;

e. The calculation of the amount of operation and maintenance expense shall be determined by the defendant CCC every year utilizing the number of occupied units utilizing the water and sewer facilities, and shall deliver to the plaintiffs a full and itemized report of the line cost items and number of occupied lots, including Sandalwood Condominium, and all other properties which are utilizing the water and sewer facilities. No unit using the water and sewer facilities shall be subsidized from payments by the lot owners of Continental Country Club.

9. The defendant CCC has elected to retain a management consulting firm to manage Continental Country Club, and has agreed to pay 5% of all charges for operation and maintenance. The hiring of a management or maintenance company is permitted under the Declarations and Restrictions and is a legitimate expense.

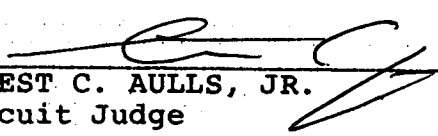
10. Since the plaintiffs in this cause are the prevailing parties and since the Declaration of Restrictions provides for the assessment of attorney's fees and costs, the Court hereby finds that the plaintiffs are entitled to assessment of a reasonable attorney's fee for the bringing of this action and the assessment of their legal costs, which shall be determined at a subsequent hearing to be held by the Court.

11. The Court orders that a further hearing be held as to the specific amounts to be distributed from the John T. Allen, Jr. Escrow Account wherein the funds of the additional assessment have been placed pending final determination in this cause at a time to be set by either party. After such hearing, an order shall be entered indicating the proper distribution of funds. Payment of the amounts of assessment for a reasonable attorney's fee and costs shall be ordered paid out of the escrow funds to which defendant CCC is found to be entitled, and a judgment for additional attorney's fees and costs over and above said amounts shall be entered, if necessary.

12. Therefore, final judgment be and the same hereby is entered for the named plaintiffs and against the defendant as set forth in this Court's Final Judgment above, and the plaintiffs' rights are hereby declared under the Declaration to be those as specified by this Court in its Final Judgment.

13. The Court hereby reserves jurisdiction over the subject matter of this cause and the parties hereto for the enforcement of the executory provisions of this Final Judgment.

DONE AND ORDERED in Chambers at Tavares, Lake County, Florida, this 29th day of October, 1987.


ERNEST C. AULLS, JR.
Circuit Judge

Copies provided to:

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