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**AMENDED AND RESTATED
 DECLARATION OF RESTRICTIONS FOR
 CONTINENTAL COUNTRY CLUB, SUMTER COUNTY**

Continental Country Club R.O., Inc. (the Association) is the successor developer of the properties that are commonly called Continental Country Club (Country Club) lying and being in Sumter County, Florida. There are certain Declarations of Restrictions that have previously been recorded in the Public Records of Sumter County, Florida which restrictions are intended to impose a uniform plan of development and operation of the Country Club property and it is the intention of the Association that these Amended and Restated Declaration of Restrictions supplant and replace all of the prior Declarations except where those restrictions relate to the assessment and payment of certain operation and maintenance charges which by reason of prior court decisions and contractual relationships are not uniform throughout the Country Club property.

With respect to those lots in Country Club that are known as the Savoie Properties (refer to the Savoie properties on Exhibit "A" attached hereto) the operation and maintenance charge are calculated in accordance with a formula that implements the Final Judgment in Case #85-330-CA of the Circuit Court in and for Sumter County and the Appellate Decision by the Fifth District Court of Appeals, in the case of Continental Country Club, Inc. versus Savoie et al, being reported in 538 So2d 464.

With respect to those properties whose owners have contracted with the developer of the Country Club for a different method of payment, the "Contract Properties" (the properties and the formula for calculation of the maintenance charge as agreed by the owners of such lots or their predecessors in title are set forth on Exhibit "B" attached hereto). A purchaser of a Contract Property pays a monthly Market Rate Maintenance Charge.

The third group of lots or properties are now owned by voting members (Shareholders) of the Association. Those voting members have purchased a share in the Association. Currently, (Year 2002) under the terms and conditions of the Association Bylaws, those shares may be put (sell) back to the Association in which event the lot owned by the shareholder becomes a Contract Property Market Rate. For lots in this group (refer to the shareholder properties on Exhibit "C") that continue to be owned by voting members, the operation and maintenance charge payable to the Association is set by the Board of Directors of the Association.

For all of the balance of the lots within the Country Club, voting membership in the Association is mandatory and the operations and maintenance charge for those properties are determined by the Board of Directors in accordance with the Bylaws of the Association (please refer to the lots under the designation of Mandatory Membership attached on Exhibit "D" attached hereto).

All voting members pay the same operation and maintenance charge.

Prepared by Abel, Band, Russell, Collier, Fitchford & Gordon Chartered
 240 South Pineapple Ave.
 Sarasota, FL 34230

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R- Continental Country Club
 50 Continental Blvd
 Wildwood, FL 34785

NOW THEREFORE, pursuant to these reservations contained in Paragraph 31 of the prior Declaration of Restrictions for Continental Country Club, the Association by this document does amend, modify and change those restrictions except as set forth to apply throughout Country Club and which are hereinafter referred to as The Restrictions:

1. **Application.** The Restrictions shall apply to each lot and shall be deemed to be a covenant running with each lot, binding upon and enforceable against the owner or purchaser thereof (with the exception of the Association), their heirs, personal representatives, successors or assigns whether acquired by purchase, gift, inheritance or otherwise, such persons being hereinafter referred to collectively as the Owner. Each owner shall be either a voting or non-voting member of the Association.

2. **Duties of the Association.** The Association as successor developer proposes to maintain the grounds and streets, to furnish street lighting, sewage disposal, lawn mowing, garbage pickup, water, recreational vehicle and boat storage facilities, to pay taxes and insurance on the recreational facilities and buildings and to provide such services and to operate and maintain such other private or public facilities from time to time as shall be determined by the Association in its sole discretion to be appropriate for the development of the Property and to provide a profit or a rate of return on the services provided for the operation of the Country Club.

3. **Maintenance Charge.** Each owner of a Country Club Property, except the Association, is obligated to pay a monthly maintenance charge (the Maintenance Charge). There are currently four (4) different maintenance charges imposed on Country Club Properties which are currently (Year 2002) as follows:

a.	The Savoie Properties	\$132.25
b ¹ .	The Contract Properties	\$139.00
b ² .	The Contract Properties Market Rate	\$180.00
c.	Certificate Member Properties	\$138.00
d.	Mandatory Member Properties	\$138.00

The formula for calculating a., b¹. and b². above are set forth on Exhibit "A" and "B" attached hereto along with a list of the lots required to pay the particular charge. The monthly maintenance charge will increase according to the formulas.

The voting Member Maintenance Charge is set by the Board of Directors of the Association as provided in its By-laws.

Maintenance Charges which are unpaid for a period of thirty (30) days shall bear interest at nine and one-half (9.5%) percent per annum from their due date until paid. To insure the payment of the Maintenance Charge, owners of lots hereby give and grant to Country Club a lien upon their respective lots in the amount of all unpaid Maintenance Charges and Country Club shall have the right to enforce payment thereof by serving on the owner a notice stating the amount of all unpaid Maintenance Charges, plus interest, the name of the owner, a description of the lot and such other items as Country Club shall determine. Upon the failure of the owner to pay the amount set forth in such notice within ten (10) days thereof, Country Club shall be entitled to foreclose its lien against the lot in the same manner as in the foreclosure of a mortgage under Florida law and all costs and expenses (including interest on the amount of the unpaid Maintenance Charges) incurred by Country Club in enforcing said lien, including a reasonable attorney's fee, shall be paid by the owner, whether suit be brought or not. The lien created hereby shall be subject and subordinate to the lien of any mortgage executed and delivered by the purchaser of a lot to Country Club or to any bank, savings and loan association, insurance company, credit union or other institutional lender (herein collectively called a "Lender") upon the purchase by the owner of a lot.

4. **Construction or Alteration of Improvements**

a. **Setbacks.** Minimum setbacks on all lots in the Country Club shall be observed as follows:

Phase I:	Phases II & III:
Side yards - ten (10) feet	Side yards - five (5) feet
Front yards - twenty-five (25) feet	Front yards - twenty-five (25) feet
Rear yards - ten (10) feet	Rear yards - five (5) feet

No structure of any type shall be constructed or placed upon the setback of any yard in the Country Club; and

b. **Construction or Alteration.** No building, structure, dwelling unit or other improvement of any kind or nature whatsoever shall be constructed, altered, remodeled, added to, modified, demolished, disassembled or located on any lot unless and until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, location, ascetic appearance, character and approximate cost thereof shall have been submitted to, and approved in writing by, the Association. The failure of the Association to give notice of its disapproval of such plans and specifications within thirty (30) days after receipt thereof shall be deemed approval thereof. The standard construction of any improvements so approved shall be determined by the Association and all such improvements shall be constructed by a duly licensed and bonded contractor approved by the Association. All debris from construction, remodeling or alteration must be removed from the lot. No burying of debris shall be allowed on any lot. Construction, alteration or remodeling shall be

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inspected by the Association to assure compliance with the requirements hereof, as well as duly authorized representatives of the Planning, Zoning and Building Department of Sumter County, Florida.

No action to enjoin any such remodeling, alterations, additions, modifications, changes or other improvements or to seek damages therefor shall be commenced by the Association or any aggrieved party after six (6) months from completion thereof.

5. **Condition of Lots.** Owners shall maintain their lots in a neat, clean and orderly condition and, upon failure of any Owner to maintain a lot as aforesaid, Country Club reserves the right, after ten (10) days' written notice to the Owner, to enter upon and do and perform such acts and things as shall be required to keep all lots from creating an unsightly appearance and to charge the Owner for the actual costs thereof, plus twenty percent (20%). Any such charge shall constitute a lien against the lot and shall be enforceable in the same manner as provided for the enforcement of Maintenance Charges under Paragraph 3 hereof, which lien shall be subordinate to the lien in favor of any lender as likewise provided in Paragraph 3 hereof.

6. **Easements.** All lots shall be subject to easements for utilities, including electricity, water, wastewater, gas, telephone, cable television and such further easements as shall be reasonably required.

7. **Uses.** All lots shall be used for single family residential purposes only, except such lots as shall be designated for any other purpose by the Association. No commercial activity, trade, enterprise, business or profession shall be conducted, maintained, carried on, established or practiced on any lot, except a trade or business carried on the Country Club Property in the maintenance, operation and development of the Property.

8. **Purpose of Restrictions.** These Restrictions are being adapted, executed and recorded so as: (a) to insure the proper use, development and improvement of each lot and to protect Owners of lots against any uses which might depreciate the value of a lot; (b) to preserve, as far as practicable, the natural beauty of the Property; (c) to guard against the use of poorly maintained or designed lot improvements; (d) to prevent the haphazard and inharmonious improvements of lots, the recreational areas and other facilities; (e) to assure that all lots will be furnished with and served by utilities and other essential facilities; and (f) to provide for the utilization and maintenance of a uniformly high quality of improvements upon the Property and thereby enhance the value of investments made by purchases of lots with the Property.

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9. **Rules and Regulations.** The Association does hereby specifically reserve unto itself, as successor developer, and its successors and assigns, the right to make reasonable rules and regulations for the maintenance, operation, use, possession and enjoyment of the Property, the recreational area and facilities and each lot located on the Property. It shall not be necessary for each such rules and regulations to be recorded in the Public Records of Sumter County, Florida, and the same shall be enforceable against and binding upon each Owner. Such rules and regulations as they exist from time to time shall be posted at or near Country Club's main administrative building and may be altered, amended, modified, supplemented or superseded by the Association at any time without notice to any Owner.

10. **Pets.** Pets may be kept by a lot Owner, provided, however, that at all times such pet shall be kept within the confines of the Owner's lot or, if off of the lot, then such pet shall be on a leash. Pets are the responsibility of their owners and the owner shall police and remove any and all waste left by a pet.

11. **Wells, Septic Tanks and Shrubbery.** There shall be no water wells or septic tanks constructed, drilled, established or maintained in or on any lot unless approved in writing by the Association. Each Owner must obtain written permission from the Association to plant or remove trees, shrubs, landscaping, concrete or any other structure on any lot.

12. **Trash and Waste.** Owners shall not dump any trash, waste, refuse or other objectionable matter into, or otherwise obstruct or impede any canals or waterways now or hereafter constructed in or adjoining the Property. There shall be no burning of trash and no open fires, except fires in approved grill or fire ring.

13. **Rezoning.** No application shall be made for rezoning any lot or all or any portion of the Property and no portion of the Property shall be rezoned or replanted without the written consent of the Association.

14. **Illegal or Other Activities.** No offensive, immoral or illegal activity shall be carried on, in or about any lot, nor upon the Property or any easement, facility or other improvement owned by the Association, or on, by or in any waterways, natural or manmade, in, on or adjoining the Property, nor shall any activity exist or continue which would constitute an annoyance, a nuisance or other interference with the use of any lot or any adjacent or neighboring areas or property.

15. **Obstruction of Public Ways.** There will be no alteration or damage to, or construction or obstruction of or in the roads, streets, easements, waterways, canals and lakes in the

Country Club, except those deemed necessary by the Association, in its sole discretion, for the development, operation and use of the Property.

16. **Limitation of Liability.** The Association shall not be liable or responsible for any loss, damage or injury to persons or property, whether caused by fire, theft, accident or any other cause whatsoever occurring in or upon the property or any part thereof, including, without limitation, any street, road, easement, recreational facility or any other improvement of any nature located on the Property, and the Owner of each lot hereby agrees to indemnify and save harmless the Association against and in respect of all liabilities of any nature arising out of the use of the Property or any portion thereof and any act or thing done or performed by such Owner in and about the use and occupancy of any lot or the recreational and common facilities on the Property.

17. **Speed Limits.** The Association hereby reserves the right to post speed traffic signs from time to time throughout the Property in order to protect the safety and well being of the Owners and their guests, and all persons shall be required to observe the posted traffic signs as they exist from time to time. Pedestrians, bike riders, golfers and golf carts shall have the right-of-way.

18. **Invalidity.** If any of these restrictions or if any clause, sentence, section or other provisions hereby or if the application thereof to any person or circumstance shall be declared invalid or unenforceable, the remainder of the restrictions, or the application thereof to any person or circumstance other than those as to which it is held invalid, shall not be affected thereby.

19. **Application for Membership and Transfer of Title.**

- a. **Admission to Membership.** Continental Country Club is a community whose purpose is to provide housing for persons fifty-five years of age or older. Its facilities and policies are generally designated for those who are fifty-five (55) years of age or older. One resident/occupant in each manufactured home must be fifty-five (55) years of age or older; other resident shall be a minimum of forty-five (45) years. Provided, however, if at the time a new resident applies for admission eighty percent (80%) or more of the Community's occupied homes are occupied by at least one person fifty-five (55) years of age or older, the Community may reduce its minimum age requirement for the new resident to forty-five (45) years. All new residents shall produce verified evidence of the resident's age. Copies will be made of each new resident's driver's licence or other verified evidence of age. It is the intent of this rule to maintain the Community's exemption under the Fair Housing Amendments of 1988 and the Housing for Older Persons Act of 1995. In no event will

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Country Club permit a new resident's admission if occupancy by the new resident will result in less than eight percent (80%) of the Community's homes being occupied by one or more persons fifty-five (55) years of age or older. Country Club maintains the right to make reasonable accommodations for the handicapped and to consider hardship exceptions.

- b. Transfer of Title - The Owner of any lot shall not sell or transfer title to a lot or any interest therein, and no such transfer shall take effect as against the Association for any purpose, until:
1. An application requesting transfer of the lot has been submitted to and approved by the Board of Directors of the Association. In receiving such application, the Directors may require information for the purpose of assuring the Directors that the proposed Buyer has the necessary character and financial resources to meet the minimum requirements of the Country Club, and that the proposed occupants of the dwelling on the property meet minimum age requirements.
 2. A voting membership certificate of the Association, if any, to which legal title is appurtenant shall have been delivered to the Association for cancellation and re-issuance of a certificate in favor of the Buyer, with proper transfer taxes paid and stamps affixed, if any; and
 3. All sums due from the Seller shall have been paid to the Association, together with a sum fixed by the Directors to cover a screening fee of the Association and its management in connection with such transfer, providing same does not exceed One Hundred Dollars (\$100.00); and
 4. Except in the case of a transfer of the membership certificate and legal title to the Owner's Trustee or spouse or as a result of foreclosure by an institutional lender, consent to such transfer shall have been authorized by the Directors.
 5. No transfer shall be valid if Board approval has not been obtained.
- c. Mandatory Membership - The properties listed on Exhibit "D" require that the owner thereof be a voting member of the Association by acquiring an

equity interest in the Association. At the time of purchase of a lot from the Association, Four Thousand (\$4,000.00) Dollars of the purchase price is attributable to the equity membership. Additionally, those lots listed on Exhibit "D²" (Golf Course Lots) share a common boundary with the Country Club Golf Course and the owner is required to own a golf club membership. At the time of purchase of a Golf Course Lot from the Association, Five Thousand (\$5,000.00) Dollars of the purchase price is attributable to a golf course membership.

These memberships are appurtenant to the legal title of the owner's lot and entitle the holder thereof to all the benefits and obligations of voting members under the provisions of the Articles of Incorporation and By-laws of the Association. Upon approval as set forth in Paragraph (b) above such memberships shall be automatically transferred to the new owner upon conveyance or other transfer of that lot.

Such memberships shall be unaffected by either foreclosure of a mortgage or other security interest in the lot or by proceedings in bankruptcy.

- d. Death of Owner - Membership and legal titles may be held jointly with right of survivorship; however, in the case of the death of an Owner holding sole ownership of a lot, the surviving spouse, if any, may continue to occupy the lot provided the continued occupancy of the lot by such surviving spouse shall not result in less than 80% of all lots in Country Club being occupied by at least one person 55 years of age or older; and if such surviving spouse shall have succeeded to ownership of the lot by gift, bequest or otherwise, the new Owner shall be admitted to membership conditioned upon person's acknowledgment of acceptance of the terms of the membership, the obligation to pay maintenance fees, these restrictions and rules and regulations.
- e. If the transfer of legal title and the membership certificate appurtenant thereto is to a corporation, the Directors' approval may be conditioned upon approval of the corporation's designated occupant of the unit.

20. Effect of Sale of Lot. All lots shall be held, conveyed, transferred and sold subject to these Restrictions, the private or public easements and easements for utilities, roads and streets contained herein, the obligation to pay maintenance charges, assessments and liens of the Association

as provided herein or as may be reasonably necessary to effectuate the purposes hereof or the development of the Property.

21. **Effect on Prior Restrictions.** The provisions of these Restriction shall supersede and supplement the prior declaration of restrictions on the Country Club Property recorded in the Public Records of Sumter County, Florida, and described in the opening paragraphs of these Restrictions and such prior restrictions are, except as set forth herein that the purchaser of any lot prior to the recordation hereof shall have relied and acted on and pursuant thereto, are hereby declared to be void and of no further force and effect.

22. **Terms.** These Restrictions shall become effective upon recording in the Public Records of Sumter County, Florida and shall expire with the exception of Paragraph 23, on December 31, 2012, provided, however, that the same shall be deemed automatically extended for successive ten (10) year periods unless terminated by an instrument in writing, executed by the Association or the Owners of 60% or more of the lots on the Property and recorded in the Public Records of Sumter County, Florida prior to December 31, 2012, or prior to the expiration of any extended term hereof, as the case may be.

23. **Surface Water Management System Facilities, Phase III.** In addition to all easements established by the existing restrictions, all Lots in Timberwood Estates, Phase III recorded in Plat Book ____, Pages ____ through ____, inclusive, of the Public Records of Sumter County, Florida (the Plat) shall be subject to easements in favor of the Association for Surface Water Management System Facilities as hereinafter defined.

- a. Surface Water Management System Facilities shall include, but are not limited to: All inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
- b. No construction activities may be conducted relative to any portion of the Surface Water Management Systems Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or items; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. In areas of the Plat which include a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and

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maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific written approval from the Southwest Florida Water Management District.

- c. The Association shall be responsible for operation and maintenance of the Surface Water Management System Facilities. Operation and maintenance and reinspection reporting shall be performed by the Association in accordance with the terms and conditions of the Environmental Resource Permit.
- d. The owner of each Lot and the Association acknowledge and agree that the Southwest Florida Water Management District has jurisdiction and the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities. All owners of Lots acknowledge and agree that the Association shall have the right to comply with and correct any such problems in accordance with the enforcement measures of the Southwest Florida Water Management District.
- e. If for any reason, the Association shall cease to exist, all of the Lot Owners, shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility for such operation and maintenance.
- f. In the event that the Plat of Timberwood Estates, Phase III, shall have on-site wetland and mitigation which require ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the Southwest Florida Water Management District determines that the area(s) is successful in accordance with the Environmental Resource Permit.
- g. The Lot Owners shall not remove any native vegetation (including cattails) that become established within any wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

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- h. The provisions of this paragraph may not be terminated under Paragraph 23 or amended under Paragraph 25 without the specific written approval of the Southwest Florida Water Management District.

24. **Enforceability.** The covenants, conditions, prohibitions, restrictions and reservations set forth herein shall be covenants running with the land and, if the event of the violation of any provision hereof or in the event of the violation of any of the rules or regulations imposed by the Association pursuant hereto, the Association or any Owner may bring an action at law or in equity to enforce compliance herewith and, if the party bringing such proceeding shall prevail, the losing party shall be liable for all costs and expenses, including a reasonable attorney's fee incurred by the prevailing party.

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25. **Amendment.** The Association hereby reserves the right to amend, modify, alter or change these Restrictions or any provision hereof except the method of calculation of the Savoie and Contract Properties, operation and maintenance fees; provided that an instrument to such effect, executed in the manner provided by law, is recorded among the Public Records of Sumter County, Florida.

IN WITNESS WHEREOF, CONTINENTAL COUNTRY CLUB R.O., INC. has executed these Restrictions this 26th day of September, 2002.

[Signature]
WITNESS
Bobby E. Hunt
(print name of witness)

CONTINENTAL COUNTRY CLUB R.O., INC.

By: [Signature]
Raye Guardado, President


[Signature]
WITNESS
Priscilla S Stonehouse
(print name of witness)

STATE OF FLORIDA
COUNTY OF SUMTER

Before me personally appeared Raye Guardado, to me well known and known to me to be the President of CONTINENTAL COUNTRY CLUB R.O., INC., a Florida corporation, and he/she acknowledged to and before me that he/she executed the foregoing Amended and Restated Declaration of Restrictions as such officer, the seal affixed thereto is the corporate seal of said corporation, affixed by due and regular corporate authority and that said instrument is the free act and deed of said corporation. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal this 26 day of Sept., 2002.

[Signature]
Notary Public
Melanie C. Hedder
Print Name of Notary Public
My Commission Expires:

 Melanie C Hedder
My Commission DD052772
Expires August 26, 2005

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MAINTENANCE CHARGE CONTRACT PROPERTIES.

The monthly Maintenance Charge shall be initially established at the market value for operation and maintenance charges, based upon a comparison of comparable mobile home communities, as determined by the Country Club in its sole discretion. The monthly Maintenance Charge is hereby established as \$114.00 per month. The Maintenance Charge shall be increased annually based upon either the increase in the Consumer Price Index since that last increase in the Maintenance charge or five (5%) percent of the Maintenance Charge in effect at that time, whichever is less. No increase in the Maintenance Charge shall occur prior to January 1, 1989. The Consumer Price Index is defined as the U.S. Department of Labor Consumer Price Index published by the U.S. Bureau of Labor Statistics, United States City Average for all Urban Consumers-Residential Rent-U.S. City Average (1967=100) and shall be effective as far as each Owner is concerned upon 90 days notice as required by Section 723.037, F.S.

Upon any sale of the lot, the Maintenance Charge may be changed at the discretion of the Country Club to the then-current market value for operation and maintenance charges as described above, and thereafter, unless and until any subsequent sale of the lot, shall be increased in accordance with the schedule set forth above. Country Club will not impose any assessment for capital improvements or replacements. The only additional assessment that may be added to the Maintenance Charge shall be based solely upon any additional federal, state or local government assessments. This provision is not intended to apply to existing taxes, fees or charges which are assessed against Continental Country Club as of May 1, 1987, including any increased in the amount thereof.

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Exhibit "B", Page 1

Phase I (Savoy Group)

Block A-E

Continental Country Club Community, Inc. Plat Book 4, Pages 27-29

Block B Lot 4 , Block C Lot 7 , Block D Lot 4 , Block D Lot 7 Block E Lot 1

Block F

Continental Country Club Community, Inc. Plat Book 4, Pages 41

Block F Lot 6

Block G - U

Continental Country Club, Inc. Resorts Plat Book 4, Pages 59, 59A & 59B

Block G Lot 2 , Block H Lot 4 , Block J Lot 8 , Block K Lot 3 Block K Lot 8 , Block K Lot 9
Block L Lot 12 , Block M Lot 16 , Block M Lot 28 , Block M Lot 29 Block N Lot 5 , Block N Lot 6
Block N Lot 23 , Block N Lot 33 , Block O Lot 1 , Block O Lot 7 Block P Lot 6 , Block Q Lot 20
Block S Lot 1 , Block T Lot 1 , Block T Lot 5 , Block T Lot 7 Block T Lot 10 , Block T Lot 13
Block T Lot 14 , Block U Lot 3

Block 1-15A

Continental Camper Resorts Inc. Plat Book 3, Pages 52-52H

Block 1 Lot 5 , Block 1 Lot 27 , Block 2 Lot 6 , Block 3 Lot 14 Block 3 Lot 17 , Block 4 Lot 6
Block 6 Lot 10 , Block 7 Lot 14 , Block 7 Lot 15 , Block 7 Lot 26 Block 8 Lot 6 , Block 8 Lot 28
Block 12 Lot 2 , Block 13 Lot 1 , Block 13 Lot 7 , Block 13 Lot 8 Block 13 Lot 17 , Block 14 Lot 6
Block 14 Lot 17 , Block 14 Lot 21 , Block 16 Lot 2 , Block 16 Lot 10 Block 17 Lot 1 , Block 17 Lot 11
Block 18 Lot 25 , Block 19 Lot 14 , Block 19 Lot 15 , Block 19 Lot 18 Block 19 Lot 19 , Block 19 Lot 21
Block 19 Lot 23 , Block 19 Lot 25 , Block 19 Lot 26 , Block 19 Lot 30 Block 19 Lot 46 , Block 20 Lot 24
Block 20 Lot 25 , Block 3A Lot 2 , Block 3A Lot 3

Phase II(Savoy Group)

Timberwoods Estates as recorded in Plat Book 3, Page 54

Block C Lot 3 , Block C Lot 4 , Block C Lot 5 , Block C Lot 6 , Block C Lot 9 , Block D Lot 2
Block D Lot 3 , Block D Lot 4 , Block D Lot 7 , Block D Lot 9 , Block D Lot 11 , Block D Lot 18
Block E Lot 3 , Block F Lot 1 , Block H Lot 14 , Block I Lot 10 , Block I Lot 21 , Block J Lot 7
Block K Lot 6 , Block L Lot 9 , Block L Lot 18 , Block L Lot 31 , Block L Lot 32 , Block L Lot 33
Block L Lot 35 , Block L Lot 36 , Block L Lot 37 , Block L Lot 39 , Block L Lot 40 , Block N Lot 13
Block O Lot 12

EXHIBIT "A"

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Phase I (Contract Group)

Block A-E

Continental Country Club Community, Inc. Plat Book 4, Pages 27-29

Block B Lot 3, Block C Lot 3, Block D Lot 6, Block E Lot 5, Block E Lot 8

Block G - T

Continental Country Club, Inc. Resorts Plat Book 4, Pages 59, 59A & 59B

Block G Lot 3, Block G Lot 12, Block G Lot 14, Block I Lot 1, Block J Lot 2, Block J Lot 3
Block J Lot 5, Block K Lot 10, Block M Lot 8, Block M Lot 11, Block M Lot 13, Block M Lot 15
Block M Lot 23, Block N Lot 13, Block N Lot 15, Block N Lot 20, Block N Lot 21, Block N Lot 27
Block O Lot 13, Block O Lot 18, Block O Lot 19, Block P Lot 1, Block P Lot 3, Block P Lot 7
Block Q Lot 2, Block Q Lot 7, Block Q Lot 13, Block Q Lot 15, Block Q Lot 16, Block Q Lot 23
Block S Lot 3, Block S Lot 4, Block S Lot 6, Block S Lot 10, Block T Lot 9,

Block 1-15A

Continental Camper Resorts Inc. Plat Book 3, Pages 52-52H

Block 1 Lot 2, Block 1 Lot 8, Block 1 Lot 10, Block 1 Lot 17, Block 1 Lot 25, Block 1 Lot 29
Block 1 Lot 35, Block 1 Lot 36, Block 2 Lot 1, Block 3 Lot 2, Block 3 Lot 7, Block 3 Lot 9
Block 4 Lot 2, Block 4 Lot 5, Block 5 Lot 4, Block 5 Lot 6, Block 6 Lot 17, Block 7 Lot 12
Block 8 Lot 3, Block 8 Lot 16, Block 8 Lot 19, Block 8 Lot 20, Block 9 Lot 5, Block 13 Lot 9
Block 13 Lot 10, Block 13 Lot 11, Block 13 Lot 14, Block 13 Lot 16, Block 14 Lot 1, Block 14 Lot 7
Block 14 Lot 9, Block 14 Lot 19, Block 16 Lot 6, Block 16 Lot 7, Block 16 Lot 13, Block 17 Lot 3
Block 17 Lot 12, Block 17 Lot 14, Block 18 Lot 1, Block 18 Lot 26, Block 19 Lot 8, Block 19 Lot 11
Block 19 Lot 13, Block 19 Lot 27, Block 19 Lot 28, Block 19 Lot 29, Block 19 Lot 33, Block 19 Lot 36
Block 19 Lot 41, Block 20 Lot 8, Block 20 Lot 16, Block 20 Lot 20, Block 23 Lot 3, Block 15A Lot 2
Block 15A Lot 3, Block 15A Lot 4, Block 16A Lot 2,

Phase II(Contract Group)

Timberwoods Estates as recorded in Plat Book 3, Page 54

Block A Lot 3, Block B Lot 2, Block B Lot 3, Block B Lot 4, Block B Lot 5, Block B Lot 6
Block C Lot 2, Block C Lot 8, Block C Lot 10, Block C Lot 11, Block D Lot 5, Block D Lot 14
Block D Lot 15, Block D Lot 23, Block D Lot 24, Block E Lot 1, Block E Lot 5, Block E Lot 11
Block E Lot 12, Block E Lot 20, Block F Lot 10, Block F Lot 11, Block H Lot 17, Block H Lot 20
Block I Lot 2, Block I Lot 7, Block I Lot 9, Block I Lot 11, Block I Lot 12, Block I Lot 14
Block I Lot 16, Block I Lot 20, Block J Lot 12, Block J Lot 16, Block J Lot 20, Block K Lot 1
Block K Lot 9, Block K Lot 11, Block K Lot 12, Block K Lot 13, Block K Lot 14, Block K Lot 15
Block L Lot 10, Block L Lot 11, Block L Lot 12, Block L Lot 17, Block L Lot 19, Block L Lot 21
Block L Lot 24, Block L Lot 25, Block L Lot 30, Block M Lot 1, Block M Lot 4, Block M Lot 6
Block M Lot 5, Block M Lot 7, Block N Lot 10, Block N Lot 12, Block N Lot 20, Block N Lot 21
Block N Lot 23, Block N Lot 25, Block N Lot 26, Block N Lot 27, Block N Lot 28, Block N Lot 29
Block N Lot 31, Block N Lot 32, Block N Lot 33, Block N Lot 34, Block O Lot 1, Block O Lot 3
Block O Lot 6, Block O Lot 8, Block O Lot 10, Block O Lot 11, Block O Lot 16, Block O Lot 17
Block O Lot 19, Block O Lot 21, Block O Lot 22, Block O Lot 23, Block O Lot 30, Block O Lot 31
Block O Lot 32, Block O Lot 33, Block O Lot 34, Block O Lot 37, Block O Lot 41, Block O Lot 42
Block O Lot 44, Block O Lot 45, Block P Lot 1, Block P Lot 5, Block P Lot 8, Block P Lot 12

EXHIBIT "B", Page 2

Phase I (Shareholders)

Block A-E

Continental Country Club Community, Inc. Plat Book 4, Pages 27-29

Block A	Lot 1, Block A	Lot 2, Block A	Lot 3, Block A	Lot 4, Block B	Lot 1, Block B	Lot 2
Block C	Lot 1, Block C	Lot 2, Block C	Lot 4, Block C	Lot 5, Block C	Lot 6, Block C	Lot 8
Block D	Lot 1, Block D	Lot 2, Block D	Lot 3, Block D	Lot 5, Block D	Lot 8, Block D	Lot 9
Block D	Lot 10, Block D	Lot 7A, Block E	Lot 2, Block E	Lot 3, Block E	Lot 4, Block E	Lot 6
Block E	Lot 7, Block E	Lot 9, Block E	Lot 10, Block E	Lot 11, Block E	Lot 12, Block E	Lot 13

Block F

Continental Country Club Community, Inc. Plat Book 4, Pages 41

Block F	Lot 1, Block F	Lot 2, Block F	Lot 3, Block F	Lot 4, Block F	Lot 5, Block F	Lot 7
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Block G - U

Continental Country Club, Inc. Resorts Plat Book 4, Pages 59, 59A & 59B

Block G	Lot 1, Block G	Lot 4, Block G	Lot 5, Block G	Lot 6, Block G	Lot 7, Block G	Lot 8
Block G	Lot 9, Block G	Lot 10, Block G	Lot 11, Block G	Lot 13, Block G	Lot 15, Block H	Lot 1
Block H	Lot 2, Block H	Lot 3, Block I	Lot 2, Block I	Lot 3, Block I	Lot 4, Block J	Lot 1
Block J	Lot 4, Block J	Lot 6, Block J	Lot 7, Block J	Lot 9, Block K	Lot 1, Block K	Lot 2
Block K	Lot 4, Block K	Lot 5, Block K	Lot 6, Block K	Lot 7, Block L	Lot 1, Block L	Lot 2
Block L	Lot 3, Block L	Lot 4, Block L	Lot 5, Block L	Lot 6, Block L	Lot 7, Block L	Lot 8
Block L	Lot 9, Block L	Lot 10, Block L	Lot 11, Block L	Lot 13, Block M	Lot 1, Block M	Lot 2
Block M	Lot 3, Block M	Lot 4, Block M	Lot 5, Block M	Lot 6, Block M	Lot 7, Block M	Lot 9
Block M	Lot 10, Block M	Lot 12, Block M	Lot 14, Block M	Lot 17, Block M	Lot 18, Block M	Lot 19
Block M	Lot 20, Block M	Lot 21, Block M	Lot 22, Block M	Lot 24, Block M	Lot 25, Block M	Lot 26
Block M	Lot 27, Block M	Lot 30, Block M	Lot 31, Block M	Lot 32, Block M	Lot 33, Block N	Lot 1
Block N	Lot 2, Block N	Lot 3, Block N	Lot 4, Block N	Lot 7, Block N	Lot 8, Block N	Lot 9
Block N	Lot 10, Block N	Lot 11, Block N	Lot 12, Block N	Lot 14, Block N	Lot 16, Block N	Lot 17
Block N	Lot 18, Block N	Lot 19, Block N	Lot 22, Block N	Lot 24, Block N	Lot 25, Block N	Lot 26
Block N	Lot 28, Block N	Lot 29, Block N	Lot 30, Block N	Lot 31, Block N	Lot 32, Block N	Lot 34
Block O	Lot 2, Block O	Lot 3, Block O	Lot 4, Block O	Lot 5, Block O	Lot 6, Block O	Lot 8
Block O	Lot 9, Block O	Lot 10, Block O	Lot 11, Block O	Lot 14, Block O	Lot 15, Block O	Lot 16
Block O	Lot 17, Block O	Lot 20, Block O	Lot 21, Block O	Lot 23, Block P	Lot 2, Block P	Lot 4
Block P	Lot 5, Block Q	Lot 1, Block Q	Lot 3, Block Q	Lot 4, Block Q	Lot 5, Block Q	Lot 6
Block Q	Lot 8, Block Q	Lot 10, Block Q	Lot 11, Block Q	Lot 12, Block Q	Lot 14, Block Q	Lot 17
Block Q	Lot 18, Block Q	Lot 19, Block Q	Lot 21, Block Q	Lot 22, Block Q	Lot 24, Block R	Lot 1
Block R	Lot 2, Block R	Lot 3, Block R	Lot 4, Block R	Lot 5, Block R	Lot 6, Block S	Lot 2
Block S	Lot 5, Block S	Lot 11, Block S	Lot 12, Block T	Lot 2, Block T	Lot 3, Block T	Lot 4
Block T	Lot 6, Block T	Lot 8, Block T	Lot 11, Block T	Lot 15, Block T	Lot 17, Block T	Lot 18
Block U	Lot 1, Block U	Lot 2,				

EXHIBIT "C", Page 1

Phase I (Shareholders)

Block 1-15A

Continental Camper Resorts Inc. Plat Book 3, Pages 52-52H

Block 1	Lot 1, Block 1	Lot 3, Block 1	Lot 4, Block 1	Lot 8, Block 1	Lot 9, Block 1	Lot 11
Block 1	Lot 12, Block 1	Lot 13, Block 1	Lot 14, Block 1	Lot 16, Block 1	Lot 26, Block 1	Lot 30
Block 1	Lot 31, Block 1	Lot 32, Block 1	Lot 33, Block 1	Lot 34, Block 2	Lot 2, Block 2	Lot 3
Block 2	Lot 4, Block 2	Lot 5, Block 3	Lot 1, Block 3	Lot 4, Block 3	Lot 6, Block 3	Lot 8
Block 3	Lot 10, Block 3	Lot 11, Block 3	Lot 12, Block 3	Lot 13, Block 3	Lot 18, Block 3	Lot 19
Block 4	Lot 3, Block 4	Lot 4, Block 4	Lot 7, Block 4	Lot 8, Block 4	Lot 9, Block 5	Lot 1
Block 5	Lot 2, Block 5	Lot 3, Block 5	Lot 5, Block 5	Lot 7, Block 6	Lot 16, Block 7	Lot 13
Block 7	Lot 16, Block 7	Lot 24, Block 7	Lot 25, Block 7	Lot 27, Block 7	Lot 28, Block 7	Lot 29
Block 8	Lot 1, Block 8	Lot 2, Block 8	Lot 5, Block 8	Lot 13, Block 8	Lot 14, Block 8	Lot 15
Block 8	Lot 17, Block 8	Lot 18, Block 8	Lot 21, Block 8	Lot 22, Block 8	Lot 23, Block 8	Lot 24
Block 8	Lot 25, Block 8	Lot 26, Block 8	Lot 27, Block 8	Lot 29, Block 9	Lot 1, Block 9	Lot 2
Block 9	Lot 3, Block 9	Lot 4, Block 9	Lot 27, Block 9	Lot 31, Block 11	Lot 28, Block 12	Lot 1
Block 12	Lot 3, Block 12	Lot 4, Block 12	Lot 5, Block 12	Lot 6, Block 12	Lot 7, Block 12	Lot 8
Block 12	Lot 10, Block 12	Lot 12, Block 12	Lot 13, Block 12	Lot 14, Block 12	Lot 15, Block 12	Lot 16
Block 13	Lot 2, Block 13	Lot 3, Block 13	Lot 4, Block 13	Lot 5, Block 13	Lot 6, Block 13	Lot 12
Block 13	Lot 13, Block 13	Lot 15, Block 14	Lot 3, Block 14	Lot 4, Block 14	Lot 5, Block 14	Lot 8
Block 14	Lot 10, Block 14	Lot 11, Block 14	Lot 12, Block 14	Lot 13, Block 14	Lot 14, Block 14	Lot 15
Block 14	Lot 16, Block 14	Lot 18, Block 14	Lot 20, Block 15	Lot 6, Block 15	Lot 7, Block 15	Lot 8
Block 15	Lot 9, Block 15	Lot 10, Block 15	Lot 11, Block 15	Lot 12, Block 15	Lot 13, Block 15	Lot 14
Block 15	Lot 15, Block 15	Lot 16, Block 16	Lot 1, Block 16	Lot 4, Block 16	Lot 5, Block 16	Lot 8
Block 16	Lot 9, Block 16	Lot 11, Block 16	Lot 12, Block 16	Lot 14, Block 16	Lot 15, Block 17	Lot 2
Block 17	Lot 4, Block 17	Lot 5, Block 17	Lot 6, Block 17	Lot 7, Block 17	Lot 8, Block 17	Lot 9
Block 17	Lot 10, Block 17	Lot 13, Block 18	Lot 2, Block 18	Lot 3, Block 18	Lot 4, Block 18	Lot 5
Block 18	Lot 6, Block 18	Lot 7, Block 18	Lot 8, Block 18	Lot 9, Block 18	Lot 10, Block 18	Lot 11
Block 18	Lot 12, Block 18	Lot 13, Block 18	Lot 14, Block 18	Lot 15, Block 18	Lot 16, Block 18	Lot 23
Block 18	Lot 24, Block 19	Lot 1, Block 19	Lot 2, Block 19	Lot 3, Block 19	Lot 4, Block 19	Lot 5
Block 19	Lot 6, Block 19	Lot 7, Block 19	Lot 9, Block 19	Lot 10, Block 19	Lot 15, Block 19	Lot 16
Block 19	Lot 17, Block 19	Lot 20, Block 19	Lot 24, Block 19	Lot 29, Block 19	Lot 31, Block 19	Lot 32
Block 19	Lot 34, Block 19	Lot 35, Block 19	Lot 37, Block 19	Lot 38, Block 19	Lot 39, Block 19	Lot 40
Block 19	Lot 42, Block 19	Lot 43, Block 19	Lot 44, Block 19	Lot 45, Block 19	Lot 47, Block 19	Lot 48
Block 19	Lot 49, Block 19	Lot 50, Block 1A	Lot 1, Block 1A	Lot 4, Block 1A	Lot 6, Block 20	Lot 3
Block 20	Lot 4, Block 20	Lot 5, Block 20	Lot 6, Block 20	Lot 7, Block 20	Lot 9, Block 20	Lot 10
Block 20	Lot 11, Block 20	Lot 12, Block 20	Lot 13, Block 20	Lot 14, Block 20	Lot 15, Block 20	Lot 17
Block 20	Lot 18, Block 20	Lot 19, Block 20	Lot 21, Block 20	Lot 22, Block 20	Lot 23, Block 20	Lot 26
Block 20	Lot 27, Block 20	Lot 42, Block 20	Lot 43, Block 23	Lot 1, Block 23	Lot 2, Block 2L	Lot 4
Block 3A	Lot 1, Block 3A	Lot 4, Block 3A	Lot 5, Block 3A	Lot 6, Block 3A	Lot 7, Block 115A	Lot 1
Block 115A	Lot 5, Block 115A	Lot 6, Block 115A	Lot 7, Block 115A	Lot 8, Block 115A	Lot 9, Block 115A	Lot 10
Block 115A	Lot 11, Block 116A	Lot 1, Block 116A	Lot 3, Block 117A	Lot 4, Block 117A	Lot 5, Block 117A	Lot 6
Block 117A	Lot 7,					

EXHIBIT "C", Page 2

Phase II(Shareholders)

Timberwoods Estates as recorded in Plat Book 3, Page 54

Block A Lot 1 , Block A Lot 2 , Block A Lot 4 , Block A Lot 5 , Block A Lot 6 , Block A Lot 7
Block A Lot 8 , Block A Lot 9 , Block A Lot 10 , Block A Lot 11 , Block A Lot 12 , Block A Lot 13
Block A Lot 14 , Block A Lot 15 , Block A Lot 16 , Block B Lot 1 , Block C Lot 1 , Block C Lot 7
Block D Lot 1 , Block D Lot 6 , Block D Lot 10 , Block D Lot 16 , Block D Lot 19 , Block D Lot 20
Block D Lot 21 , Block D Lot 22 , Block E Lot 2 , Block E Lot 4 , Block E Lot 6 , Block E Lot 7
Block E Lot 9 , Block E Lot 10 , Block E Lot 14 , Block E Lot 15 , Block E Lot 16 , Block E Lot 17
Block E Lot 18 , Block E Lot 19 , Block F Lot 2 , Block F Lot 3 , Block F Lot 4 , Block F Lot 5
Block F Lot 6 , Block F Lot 7 , Block F Lot 9 , Block F Lot 10 , Block F Lot 12 , Block F Lot 13
Block G Lot 1 , Block G Lot 2 , Block G Lot 3 , Block G Lot 4 , Block H Lot 1 , Block H Lot 2
Block H Lot 3 , Block H Lot 4 , Block H Lot 5 , Block H Lot 6 , Block H Lot 7 , Block H Lot 8
Block H Lot 9 , Block H Lot 10 , Block H Lot 11 , Block H Lot 12 , Block H Lot 15 , Block H Lot 16
Block H Lot 18 , Block H Lot 19 , Block H Lot 21 , Block I Lot 1 , Block I Lot 3 , Block I Lot 4
Block I Lot 5 , Block I Lot 6 , Block I Lot 8 , Block I Lot 13 , Block I Lot 15 , Block I Lot 17
Block I Lot 18 , Block I Lot 19 , Block I Lot 22 , Block J Lot 1 , Block J Lot 2 , Block J Lot 3
Block J Lot 4 , Block J Lot 5 , Block J Lot 6 , Block J Lot 8 , Block J Lot 9 , Block J Lot 10
Block J Lot 13 , Block J Lot 14 , Block J Lot 15 , Block J Lot 17 , Block J Lot 18 , Block J Lot 19
Block J Lot 21 , Block J Lot 22 , Block K Lot 2 , Block K Lot 3 , Block K Lot 4 , Block K Lot 5
Block K Lot 7 , Block K Lot 8 , Block K Lot 10 , Block L Lot 1 , Block L Lot 2 , Block L Lot 3
Block L Lot 6 , Block L Lot 7 , Block L Lot 8 , Block L Lot 13 , Block L Lot 14 , Block L Lot 15
Block L Lot 20 , Block L Lot 22 , Block L Lot 23 , Block L Lot 26 , Block L Lot 27 , Block L Lot 28
Block L Lot 29 , Block L Lot 38 , Block L Lot 42 , Block M Lot 2 , Block M Lot 8 , Block N Lot 3
Block N Lot 4 , Block N Lot 5 , Block N Lot 6 , Block N Lot 7 , Block N Lot 9 , Block N Lot 11
Block N Lot 14 , Block N Lot 15 , Block N Lot 16 , Block N Lot 18 , Block N Lot 22 , Block N Lot 24
Block N Lot 30 , Block N Lot 35 , Block N Lot 36 , Block N Lot 37 , Block O Lot 2 , Block O Lot 5
Block O Lot 7 , Block O Lot 13 , Block O Lot 14 , Block O Lot 15 , Block O Lot 18 , Block O Lot 20
Block O Lot 25 , Block O Lot 26 , Block O Lot 27 , Block O Lot 28 , Block O Lot 29 , Block O Lot 35
Block O Lot 36 , Block O Lot 38 , Block O Lot 39 , Block O Lot 40 , Block O Lot 43 , Block P Lot 6
Block P Lot 9 , Block P Lot 10 , Block P Lot 11 , Block P Lot 14 , Block 9 Lot 15 , Block P Lot 16
Block P Lot 17

EXHIBIT "C", Page 3

(Mandatory Membership, See Paragraph 19C)

D1

Lots 8, 13 and 15, Block E; Lot 8, Block F; Lots 13, Block H; Lots 11 and 21 Block J; Lot 5, Block K; Lot 3, block M; Lots 17, 19 and 37, Block N; Lots 4, 9, 13, 14, 17 and 24, Block O; Lots 10 and 15, Block P, TIMBERWOOD ESTATES, Plat book 3, page 54

Lots 13, Block G; Lot 9, Block O; Lot 13, Block T, CONTINENTAL COUNTRY CLUB RESORTS, Plat Book 4, Pages 59-59B.

Lots 1 through 62, TIMBERWOOD ESTATES PHASE III, Plat Book 5,
Pages 48-48C.

D2

(Golf Course Lots)

Lots 1, 2, 3, 4, 5, 8, 9, 10, 13, 14, 15, 16, 19, 20, 21, 26, 27, 28, 31, 32, 33, 34, 35, 36, 37, and 38, TIMBERWOOD ESTATES, PHASE III, Plat Book 5,
Pages 48-48C.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

10/02/2002 #2002-17071
10:59:50AM B-1007 P-19

Exhibit D