

THIS DOCUMENT PREPARED BY:

MELISSA JAY MURPHY, ESQ.

Salter, Feiber, Murphy,

Hutson & Menet, P.A.

P.O. Box 357399

Gainesville, FL 32635-

7399

INT. TAX

DOC. ST.

RECORDING

TOTAL

52.50

862.50

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2303635 6 PGS

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J. K. "BUDDY" IRBY

CLERK OF CIRCUIT COURT

ALACHUA COUNTY, FLORIDA

CLERK13 Receipt#313595

**CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR SWEETWATER RIDGE TOWNHOMES AT  
MAGNOLIA POINTE**

The undersigned hereby certifies that the attached Amendments to the Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe was adopted at a meeting duly called and noticed pursuant to §15.2 of the Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe, at which a quorum was present and affirmative vote was received by more than two thirds (2/3) of Members (without regard to class) present in person or by proxy.

IN WITNESS WHEREOF, I have hereunto subscribed my name as President and affixed the seal of the Corporation, pursuant to due and lawful corporate authority, this 22 day of December, 2006.

Sweetwater Ridge Townhomes Owners Association  
Inc., a Florida corporation

By:

JOHN S. PETTIT, President

[CORPORATE SEAL]

State of Georgia Florida  
County of Lake



The foregoing instrument was acknowledged before me this 22 day of December, 2006 by JOHN S. PETTIT, as President of Sweetwater Ridge Townhomes Owners Association, Inc., who is personally known to me or produced a current Georgia driver's license as identification.

**LISA J. SOMMA**  
NOTARY PUBLIC, STATE OF FLORIDA  
COMMISSION NO. DD 517544  
MY COMMISSION EXPIRES FEB. 10, 2010

Lisa Somma  
NOTARY PUBLIC, State of Georgia Florida

CFN 2007005536  
Bk 03346 Pgs 2214 - 2219; (6pgs)  
DATE: 01/11/2007 03:01:08 PM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 52.50

**AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR SWEETWATER RIDGE  
TOWNHOMES AT MAGNOLIA POINTE**

**ARTICLE 11**

**OBLIGATIONS OF ASSOCIATION AND OWNERS;  
RESTRICTIVE COVENANTS**

**11.2 Obligations of Owners.** Every Owner of an interest in a Unit shall (in addition to other obligations and duties set out herein):

- a. **Assessments.** Promptly pay all assessments levied by the Association;
- b. **Maintenance of Unit.** Maintain in good condition and repair the Unit (including glass, all screening, driveways, party walls and all windows, doors, and associated hardware, and garage doors), all interior surfaces within or surrounding the Unit (such as the surfaces of the walls, ceilings, windows and floors), maintain and repair the fixtures therein, keep clean all exterior glass surfaces and pay for any utilities which are separately metered to the Unit. Said Unit shall be maintained in accordance with this Declaration, except for changes or alterations approved in writing by the Association;
- c. **Insurance.** Provide insurance coverage when required by the Association pursuant to Article 13.
- d. **Landscaping Maintenance.** Owners shall keep their yards clear so that the Association and its agents can perform regular maintenance without hindrance or inconvenience;
- e. **Parking Area.** Maintain in good condition and repair that portion of the parking area between the driveway and the Unit's garage door or Unit;
- f. **Alterations.** Not make or cause to be made any structural addition or alteration to the Unit or to the Common Property without prior written consent of the ARB.
- g. **Nuisances.** Not permit or suffer anything to be done or kept in the Unit which will increase the insurance rates on the Unit or the Common Property or which will obstruct or interfere with the rights of other Owners or annoy them by unreasonable noises or otherwise; nor shall an Owner commit or permit any nuisance, immoral or illegal act in the Unit or in or on the Common Property;
- h. **Rules and Regulations.** Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of Units and the Common Property which may be adopted in writing from time to time by the Board of Directors of the Association, and see that all persons using the Owner's property by, through or under the Owner do likewise;

**h. i. Inspection by Association.** Allow the Board of Directors or the agents and employees of the Association to enter any Unit for the purpose of maintenance, inspection, repair or replacement of the improvements within the Unit of the Common Property, allows the Board of Directors of the agents and employees of the Association to enter any Unit in the case of an emergency threatening Units or the Common Property, and for the purpose of determining compliance with these covenants and restrictions and the Bylaws of the Association;

**h. j. Plumbing, etc.** Pay for all plumbing and electrical repairs within the Unit and for the maintenance, repair and replacement of any air conditioning and heating compressor facility, and any other facility for the furnishing of the utility services presently or hereafter installed outside of any Unit, and which is intended only for the purpose of furnishing such utility services to a Unit, including the hookup from the Unit to the main water and sewer lines;

**h. k. Waterbeds, etc.** Not permit or suffer anything to be done or kept in the Unit which will cause structural stress or danger to the Unit or any other Unit. Waterbeds are allowed to be placed on the second story of any two-story Unit but any damage caused to any Unit or Common Property by virtue of the existence of a waterbed shall be the sole responsibility of the Owner in whose Unit the waterbed is located;

**k. l. Utility Apparatus.** Each Owner of a Unit shall permit the provider of any public or quasi-public utilities to locate meters, junction boxes, control panels or other similar external apparatus on the exterior wall of a Unit for the benefit of other attached Units whenever it is deemed desirable or necessary by such provider; provided, however, that such external apparatus shall not be located on the front of any Unit.

### ARTICLE 13

#### INSURANCE AND DESTRUCTION OF IMPROVEMENTS

It is hereby declared to be reasonably desirable and necessary for the proper preservation and enforcement of the values and amenities in Sweetwater Ridge Townhomes to make certain that proper insurance is carried and maintained at all times as hereinafter stated. In other provisions of this Declaration, the Association is charged with the obligation and duty of maintaining, repairing and replacing the Common Property and the attached Units, and it is therefore proper and acceptable that the Association own and maintain insurance covering not only the improvements on the Common Property but also the Units, both collectively and individually.

**13.1 General Authority to Purchase; Named Insured.** All insurance policies upon the Property shall contain extended coverage insurance and vandalism and malicious mischief insurance and shall be purchased by the Association, or some or all Unit Owners if required by the Association under 13.2, from a fiscally responsible company authorized to do business in the State of Florida, and acceptable to holders of institutional first mortgages on the Units, insuring all the insurable improvements erected within Sweetwater Ridge Townhomes as allowed by Florida law, thereby including both improvements owned by the Association and all Units which

may be owned by Owners. The premium for such coverage and all other insurance deemed desirable by the Association shall be assessed against the Owners of such Units as a part of the annual assessment for each Unit, unless the Association requires a Unit Owner to individually purchase casualty coverage for the Owner's Unit. If a Unit Owner is required to individually purchase casualty insurance, then that Unit Owner shall not be assessed a Common Expense related to such insurance as part of the annual assessment for that Unit. OWNERS ARE HEREBY PUT ON NOTICE THAT THEY ARE RESPONSIBLE FOR INSURING ALL PORTIONS OF THEIR UNIT NOT COVERED BY THE INSURANCE OBTAINED OR REQUIRED BY THE ASSOCIATION AND THAT IT IS THEIR RESPONSIBILITY TO ASCERTAIN THE EXACT LIMITS OF THE COVERAGE PROVIDED OR REQUIRED BY THE ASSOCIATION. The Association shall annually make a survey and thereby determine replacement costs for insurance purposes for all then existing improvements for the ensuing year. On the basis of said survey, or if none is made, then on the basis of the preceding year's insurance coverage, increased or decreased as the case may be by inflation or deflation and other criteria, the Association shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure complete replacement or repair to damaged improvements as herein set forth. The original policy of insurance shall be held by the Association, with holders of institutional first mortgages to be named in the policy as their interests may appear, and certification of such insurance shall be furnished to them. If casualty insurance is required to be purchased by a Unit Owner, then the original policy of such insurance shall be held by the Unit Owner.

**13.2 Unit Owner Authority to Purchase Casualty Coverage.** If casualty insurance covering the Units is not available or the cost be deemed excessive by a majority of the Board of Directors, then the Association may require some or all unit owners to provide such insurance. Unit Owner shall provide a certificate evidencing the existence of such insurance to the Association on an annual basis.

Should a Unit Owner fail to provide a certificate evidencing the existence of such insurance, terminate such insurance subsequent to providing a certificate evidencing the existence of such insurance, or otherwise cause a lapse of insurance coverage, the Association is authorized to acquire such insurance on behalf of the Unit Owner. The Association shall levy a special assessment against the Unit Owner for all premiums paid by Association on behalf of the Unit Owner.

**13.2 13.3 Coverage.**

a. **Casualty.** All Units and improvements upon the Property shall be insured in an amount equal to one hundred percent (100%) of the current replacement cost, exclusive of land, foundation and excavation costs, and all other items normally excluded from coverage, and all personal property included in the Common Property shall be insured for its value, all as shall be determined from time to time by the Board of Directors of the Association. For the purpose of requiring individual Unit Owners to provide insurance on their respective Units pursuant to 13.2, the Board of Directors shall establish the amount of insurance coverage necessary to equal one hundred percent (100%) of current replacement cost for each Unit and provide this amount to

each Unit Owner required to provide such insurance. The Board of Directors shall have discretion to differentiate between Unit types in determining the amount of insurance coverage required. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement;

(2) Such other risks as from time to time shall be customarily covered with respect to Units similar in construction, location and use as the Units on the Property, including all other perils normally covered by the standard "all risk" endorsement where such is available, including but not limited to vandalism and malicious mischief.

b. **Public Liability.** The Association shall obtain full and complete public liability insurance shall be in such amounts as shall be required by the Board of Directors of the Association covering all of the Common Property, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to an Owner. Except as required herein, nothing in this Declaration shall be construed to require the Board of Directors to obtain such coverage as a condition precedent to the Association conducting business.

c. **Worker's Compensation.** Worker's compensation insurance shall be carried to the extent necessary to meet the requirements of the law.

d. **Miscellaneous.** Such other insurance may be carried as the Board of Directors of the Association shall determine from time to time to be desirable.

~~13.3~~ **13.4 Notice to Owners and Mortgagees.** No insurance policy required by this Declaration may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and each mortgagee holding a first mortgage and which is listed as a scheduled holder of a first mortgage in the policies. Certificates of insurance shall be issued to each Owner and mortgagee upon written request therefor.

~~13.4~~ **13.5 Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association and shall be assessed against the Owners of those Units benefitting from said insurance as a Common Expense and as a part of the annual assessment for each Unit. Premiums upon insurance policies required by Association to be purchased by an Owner shall be paid by the Owner whose Unit benefits from said insurance and such Owner shall not be assessed a Common Expense related to such insurance as a part of the annual assessment for that Unit.

~~13.5~~ **13.6 Occurrence of Loss.** In the event a loss occurs to any portion of a Unit maintained by the Association, or in the event that a loss occurs to improvements within the Common Property, payments under the policy shall be made jointly to the Association and to the holders of institutional first mortgages on the Units. Said proceeds shall be expended or disbursed as follows:

a. All Association officers and employees handling funds shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees on the insurance check shall endorse the same over to the Association, and the Association will promptly contract for the necessary repairs to the improvements within the Common Property and within the damaged Units; and

b. The improvements shall be completely restored and repaired. The Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis, and shall disburse the insurance proceeds and other funds in accordance with progress payments contained in the contract between the Association and the contractor, which construction contract shall be subject to written approval of the holders of institutional first mortgages when such mortgages encumber any damaged individual Unit or Units. Any reconstruction or repair shall be effected substantially in accordance with the plans and specifications of the original buildings or in accordance with the plans and specifications approved by the Board of Directors of the Association. ~~Any restoration or repair after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications approved by the Board of Directors of the Association.~~ To the extent reasonably possible, any repairs to the exterior of the building, e.g., re-roofing or painting, shall be done in such manner as to avoid or eliminate obvious evidence of such repair, replacement, and/or repainting. For example, if replacement of a portion of the roof shingles would create an obvious difference in the appearance of the roof, then all shingles need replaced in order to maintain continuity of appearance. However, where the residential community has been abandoned, as hereinafter provided, the insurance proceeds shall be disbursed by the Association to the Owners of the affected Units and all mortgagees of the Units as their interest appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the Mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums that insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose. Under all circumstances the Association shall have the authority to act as the agent for all Owners of Units for the purpose of compromising or settling insurance claims for damage to improvements within the Units, the Units themselves or the Common Property. In the event the cost of replacement, repair or rebuilding of improvements on the Common Property exceeds the insurance proceeds available therefor, or no insurance proceeds are available therefor, the deficiency or full cost thereof may be assessed to all Unit Owners.

~~13.6~~ **13.7 Association as Agent and Attorney-in-Fact.** The Association is hereby irrevocably appointed agent and attorney-in-fact for each Unit Owner and for each Owner of any other interest in the Property to adjust all claims arising under the insurance policies purchased by the Association, or Unit Owners when required to do so by the Association, and to execute and deliver releases upon the payment of a claim.

RETURN TO: SFMH&M

Melissa Jay Murphy, Esq.  
Salter, Feiber, Murphy,  
Hutson & Menet, P.A. ✓  
P. O. Box 357399  
Gainesville, FL 32635-7399

INT. TAX 0  
DOC. STAMPS 0  
RECORDING 52.50  
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CFN 2005205518  
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JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 52.50

**DECLARATION FOR  
ANNEXATION OF ADDITIONAL PROPERTY  
TO  
SWEETWATER RIDGE TOWNHOMES AT MAGNOLIA POINTE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

THIS DECLARATION FOR ANNEXATION OF ADDITIONAL PROPERTY (this Declaration For Annexation) to the Sweetwater Ridge Townhomes at Magnolia Pointe Declaration of Covenants, Conditions and Restrictions is made this 20 day of December, 2005 by LAKE EQUITY PARTNERS, LLC, a Florida Limited Liability Company, (Declarant).

**WITNESSETH:**

WHEREAS, Declarant, Lake Equity Partners, LLC, made and entered into the Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe, recorded on the 7<sup>th</sup> day of January, 2004 in Official Records Book 02482, page 0668 et. seq. of the Public Records of Lake County, Florida (Declaration); and

WHEREAS, Declarant is desirous by execution of this Declaration for Annexation of bringing under the Declaration additional property in accordance with Article II contained in the Declaration; and

WHEREAS, Declarant is desirous of bringing all of the property originally contemplated to be part of Sweetwater Ridge Townhomes at Magnolia Pointe under the Declaration in accordance with Article II of the Declaration; and

WHEREAS, Declarant is the fee simple owner of the real property to be annexed, said real property located in Lake County and more particularly described in Exhibit "A" attached hereto, less and except those parcels that have previously been annexed by document recorded in Official Records Book 02763, page 0887 and Official Records Book -2493, page 1456, all of the Public Records of Lake County, Florida. (the "Property").

NOW, THEREFORE, the Declaration is hereby spread to subject the Property, to the terms and conditions contained in the Declaration and to incorporate the same into the Declaration as if the same had been originally described in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name, this day and year first above written.

Signed, sealed and delivered  
in the presence of:

LAKE EQUITY PARTNERS, LLC., a Florida Limited  
Liability Company

Witness sign name above  
Witness print name below

Joseph Simpson

By: [Signature]  
John S. Pettit, Managing Member

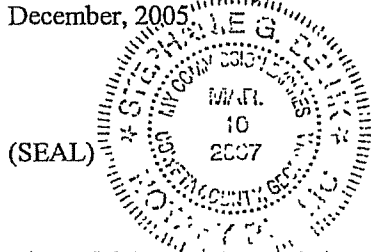
Witness sign name above  
Witness print name below

Stephanie G. Beluk

STATE OF GEORGIA  
COUNTY OF Coweta

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN S. PETTIT well known to me to be the Managing Member of LAKE EQUITY PARTNERS, LLC, a Florida Limited Liability Company, and he acknowledged executing the foregoing Declaration on behalf of said company, and he appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation. He is personally known to me.

WITNESS, my hand and official seal in the County and State last aforesaid on this 20 day of December, 2005.



[Signature]  
Print Name: Stephanie G. Beluk  
Notary Public  
My Commission Expires:  
Serial Number, if any: \_\_\_\_\_

F:\MJM\Clients\Lake Equity\Townhomes\annexation all undeveloped property.wpd



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
(Page 1 of 4)

Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida.

Less

Description Less-Out #1:

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, According to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 00°34'48"W along the West line of said Tract E for a distance of 442.36 feet to the POINT OF BEGINNING, said point being the beginning of a non-tangent curve concave to the Northeast, having a radius of 25.00 feet and a chord bearing of S 44°25'12" E; thence run Southeasterly along the arc of said tangent curve for a distance of 39.27 feet through a central angle of 90°00'00" to a point of tangency; thence leaving said West line run S 89°05'12" E for a distance of 72.44 feet to the Beginning of a tangent curve concave to the Northwest and having a radius of 25.00 feet; thence run Northeasterly along the arc of said curve for a distance of 29.60 feet through a central angle of 67°50'40" to a point of tangency; thence run N 22°44'08" E for a distance of 36.91 feet; thence run S 67°27'37" E for a distance of 50.00 feet; thence run S 70°37'36" E for a distance of 3.09 feet to the beginning of a tangent curve concave to the West and having a radius of 73.84 feet; thence run Southeasterly and Southwesterly along the arc of said tangent curve for a distance of 207.76 feet through a central angle of 161°12'24" to a point of tangency; thence run N 89°24'12" W for a distance of 10.00 feet; thence run S 00°34'48" W for a distance of 11.16 feet; thence run S 89°25'12" E for a distance of 44.18 feet; thence run S 48°23'20" E for a distance of 121.65 feet; thence run S 25°50'48" W for a distance of 75.42 feet; thence run N 89°25'12" W for a distance of 153.75 feet; thence run N 00°34'48" E for a distance of 38.00 feet; thence run N 89°25'12" W for a distance of 99.96 feet to the aforesaid West line of Tract E; thence run N 00°34'48" E along said West line for a distance of 260.07 feet to the Point of Beginning.

Less

Description Less-Out #2:

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 00°34'48" W along the West line of said Tract E for a distance of 702.43 feet to the POINT OF BEGINNING; thence run S 89°25'12" E for a distance of 99.96 feet; thence run S 00°34'48" W for a distance of 38.00 feet, thence run S 89°25'12" E for a distance of 153.75

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**(Page 2 of 4)**

feet; thence run S 25°'50'48" W for a distance of 35.53 feet, thence run S 00°'34'48" W for a distance of 88.11 feet; thence run S 42°'25'13" W for a distance of 120.41 feet to the beginning of a non-tangent curve concave to the Northeast, having a radius of 175.00 feet and a chord bearing of N 26°'37'09" W, thence run Northwesterly along the arc of said curve for a distance of 128.04 feet through a central angle of 41°'55'16" to the end of said curve; thence run S 84°'20'29" W for a distance of 101.60 feet to the aforesaid West line of Tract E; thence run N 00°'34'48" E along said West line for a distance of 147.63 feet to the Point of Beginning.

Less

Description Less-Out #3:

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 00°'34'48" W along the West line of said Tract E for a distance of 850.06 feet to the POINT OF BEGINNING; thence run N 84°'20'29" E for a distance of 101.60 feet to the beginning of a non-tangent curve concave to the Northeast, having a radius of 175.00 feet and a chord bearing of S 26°'37'09" E; thence run Southeasterly along the arc of said curve for a distance of 128.04 feet through a central angle of 41°'55'16" to the end of said curve; thence run N 42°'25'13" E for a distance of 120.41 feet; thence run N 00°'34'48" E for a distance of 77.03 feet; thence run 78°'01'32" E for a distance of 142.57 feet to the beginning of a non-tangent curve concave to the Southeast, having a radius of 225.00 feet and a chord bearing of S 06°'39'06" W; thence run Southwesterly along the arc of said curve for a distance of 41.80 feet through a central angle of 10°'38'42" to the end of said curve; thence run S 01°'19'45" W for a distance of 158.70 feet to the South line of aforesaid Tract E; thence run N 89°'25'12" W along said South line for a distance of 371.82 feet to the West line of said Tract E; thence run N 00°'34'48" E along said West line for a distance of 161.94 feet to the Point of Beginning.

Less

Description Less-Out #4:

Commence at the Southwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida; thence run S 89°'25'12" E along the South line of said Tract E for a distance of 371.82 feet; thence run N 01°'19'45" E for a distance of 67.01 feet to the Point of Beginning; thence run N 01°'19'45" E for a distance of 91.69 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 225.00 feet; thence run Northeasterly along the arc of said curve for a distance of 41.80 feet through a central angle of 10°'38'42" to the end of said curve; thence run N

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
(Page 3 of 4)

78°01'32" W for a distance of 142.57 feet; thence run N 00°34'48" E for a distance of 11.08 feet; thence run N 25°50'48" E for a distance of 165.48 feet; thence run N 03°20'35" E for a distance of 16.55 feet; thence run S 48°33'44" E for a distance of 270.64 feet; thence run S 37°16'22" W for a distance of 111.72 feet; thence run S 07°36'12" E for a distance of 72.73 feet; thence run N 89°25'12" W for a distance of 85.57 feet to the Point of Beginning.

THE FOREGOING BEING ALSO DESCRIBED AS:

BEGIN at the Northwest corner of Tract E, MAGNOLIA POINTE, According to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 00°34'48" W along the West line of said Tract E for a distance of 442.36 feet to the Northerly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE, as recorded in Condominium Book 2, Page 77, Public Records of Lake County, Florida, said point being the beginning of a non-tangent curve concave to the Northeast, having a radius of 25.00 feet and a chord bearing of S 44°25'12" E; thence run along the Northerly and Northeasterly boundary of said CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE the following courses and distances: thence run Southeasterly along the arc of said tangent curve for a distance of 39.27 feet through a central angle of 90°00'00" to a point of tangency; thence run S 89°5'12" E for a distance of 72.44 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 25.00 feet; thence run Northeasterly along the arc of said curve for a distance of 29.60 feet through a central angle of 67°50'40" to a point of tangency; thence run N 22°44'08" E for a distance of 36.91 feet; thence run S 67°27'37" E for a distance of 50.00 feet; thence run S 70°37'36" E for a distance of 3.09 feet to the beginning of a tangent curve concave to the West and having a radius of 73.84 feet; thence run Southeasterly and Southwesterly along the arc of said tangent curve for a distance of 207.76 feet through a central angle of 161°12'24" to a point of tangency; thence run N 89°24'12" W for a distance of 10.00 feet; thence run S 00°34'48" W for a distance of 11.16 feet; thence run S 89°25'12" E for a distance of 44.18 feet; thence run S 48°23'20" E for a distance of 121.65 feet to the Northwesterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase IV, as recorded in Condominium Book 2, Page 85, Public Records of Lake County, Florida; thence leaving the aforesaid Northeasterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE run N 25°50'48" E along said Northwesterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase IV for a distance of 54.41 feet; thence run N 03°20'35" E along said Northwesterly boundary for a distance of 16.55 feet; thence run along the Easterly and Southerly boundary of said CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase IV the following courses and distances: thence run S 48°33'44" E for a distance of 270.64 feet; thence run S 37°16'22" W for a distance of 111.72 feet; thence run S 07°36'12" E for a

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

(Page 4 of 4)

distance of 72.73 feet; thence run N 89°'25'12" W for a distance of 85.57 feet to the Easterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase III, as recorded in Condominium Book 2, Page 79, Public Records of Lake County, Florida; thence leaving the aforesaid Southerly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase IV run S 01°'19'45" W along said Easterly boundary of CHATEAU CONDOMINIUMS AT MAGNOLIA POINTE - Phase III for a distance of 67.01 feet to the South line of aforesaid Tract E; thence run S 89°'25'12" E along said South line of Tract E for a distance of 273.33 feet to the Northeast corner of Lot 182, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida; thence run N 13°'29'32" E along the Southerly boundary of said Tract E for a distance of 174.21 feet to the North corner of Lot 177, said MAGNOLIA POINTE; thence run N 50°'09'25" E along said Southerly boundary of Tract E for a distance of 104.36 feet to the Northeast corner of Lot 176, said MAGNOLIA POINTE; thence run N 84°'01'53" E along said Southerly boundary of Tract E for a distance of 108.90 feet to the Northeast corner of Lot 175, said MAGNOLIA POINTE; thence run S 54°'35'48" E along said Southerly boundary of Tract E for a distance of 37.84 feet to the Northwest corner of Tract C, said MAGNOLIA POINTE; thence run N 72°'57'14" E along said Southerly boundary of Tract E for a distance of 321.50 feet to the Northeast corner of Tract C, said MAGNOLIA POINTE; thence run N 00°'45'19" E along the East boundary of said Tract E for a distance of 692.27 feet to the Northeast corner of said Tract E; thence run N 89°'41'57" W for a distance of 1211.36 feet to the Point of Beginning.

Together with easement rights for: (a) access across Tract F; and (b) drainage in Tract C, as granted in the Declaration of Master Covenants, Conditions and Restrictions of Magnolia Pointe, recorded in Official Records Book 1585, Page 327, Public Records of Lake County, Florida.

INT. TAX 0  
DOC. STAMPS 0  
RECORDING 78<sup>00</sup>  
TOTAL \$ 78<sup>00</sup>

CFN 2005024606  
Bk 02763 Pgs 0887 - 895; (9pgs)  
DATE: 02/22/2005 09:29:22 AM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 78.00

RE  
Melissa Jay Murphy, Esq.  
Salter, Feiber, Murphy,  
Hutson & Menet, P.A.  
P. O. Box 357399  
Gainesville, FL 32635-7399



DECLARATION FOR  
ANNEXATION OF ADDITIONAL PROPERTY  
TO  
SWEETWATER RIDGE TOWNHOMES AT MAGNOLIA POINTE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS

THIS DECLARATION FOR ANNEXATION OF ADDITIONAL PROPERTY (this Declaration For Annexation) to the Sweetwater Ridge Townhomes at Magnolia Pointe Declaration of Covenants, Conditions and Restrictions is made this 19<sup>th</sup> day of January, 2005 by LAKE EQUITY PARTNERS, LLC, a Florida Limited Liability Company, (Declarant).

WITNESSETH:

WHEREAS, Declarant, Lake Equity Partners, LLC, made and entered into the Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe, recorded on the 7<sup>th</sup> day of January, 2004 in Official Records Book 02482, page 0668 et. seq. of the Public Records of Lake County, Florida (Declaration); and

WHEREAS, Declarant is desirous by execution of this Declaration for Annexation of bringing under the Declaration additional property in accordance with Article II contained in the Declaration; and

WHEREAS, Declarant is the fee simple owner of the real property to be annexed, said real property located in Lake County and more particularly described in Exhibit "A" attached hereto. (the "Property")

NOW, THEREFORE, the Declaration is hereby spread to subject the Property, to the terms and conditions contained in the Declaration and to incorporate the same into the Declaration as if the same had been originally described in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name, this day and year first above written.

Signed, sealed and delivered  
in the presence of:

Witness sign name above  
Witness print name below

Joseph Simpson

Witness sign name above  
Witness print name below

Stephanie G. Deluk

LAKE EQUITY PARTNERS, LLC, a Florida Limited  
Liability Company

By: [Signature]  
John S. Pettit, Managing Member

STATE OF GEORGIA  
COUNTY OF FAIRFAX

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN S. PETTIT well known to me to be the Managing Member of LAKE EQUITY PARTNERS, LLC, a Florida Limited Liability Company, and he acknowledged executing the foregoing Declaration on behalf of said company, and he appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation. He is personally known to me.

WITNESS, my hand and official seal in the County and State last aforesaid on this 19<sup>th</sup> day of January, 2005.

(SEAL)



Print Name: Stephanie G. Deluk  
Notary Public, State of Georgia  
My Commission Expires:  
Serial Number, if any: \_\_\_\_\_

F:\MJM\Clients\Lake Equity\Townhomes\annexation phases 15, 19 and 20.wpd

#### EXHIBIT 'A'

##### Description Phase XV (Buildings 20 and 21)

Commence at the Southwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida; thence run S 89°25'12" E along the South line of said Tract E for a distance of 371.82 feet to the POINT OF BEGINNING; thence run N 01°19'45" E for a distance of 67.01 feet; thence run S 89°25'12" E for a distance of 85.57 feet; thence run N 07°36'12" W for a distance of 72.73 feet; thence run N 37°16'22" E for a distance of 244.61 feet; thence run N 49°50'34" E for a distance of 25.08 feet; thence run 46°12'24" E for a distance of 185.53 feet to the aforesaid South line of Tract E; thence run S 50°09'25" W along said South line for a distance of 84.29 feet; thence run S 13°29'32" W along said South line for a distance of 174.21 feet; thence run N 89°25'12" W along said South line for a distance of 273.37 feet to the Point of Beginning.

##### Description Phase XIX (Buildings 37 and 38)

Commence at the Northeast corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run N 89°41'57" W along the North line of said Tract E for a distance of 482.11 feet to the POINT OF BEGINNING; thence run S 28°50'16" E for a distance of 119.35 feet; thence run S 62°29'51" W for a distance of 67.07 feet; thence run S 27°30'09" E for a distance of 141.93 feet; thence run S 62°31'46" W for a distance of 139.28 feet; thence run N 27°30'09" W for a distance of 141.86 feet; thence run N 62°29'51" E for a distance of 78.74 feet; thence run N 28°50'16" W for a distance of 130.78 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 25.00 feet; thence run Northwesterly along the arc of said curve for a distance of 26.57 feet through a central angle of 60°53'01" to the end of said curve; thence run N 00°16'43" E for a distance of 36.72 feet to the aforesaid North line of Tract E; thence run S 89°41'57" E along said North line for a distance of 140.30 feet to the Point of Beginning.

##### Description Phase XX (Buildings 39 and 40)

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 89°41'57" E along the North line of said Tract E for a distance of 430.63 feet; thence run S 62°55'58" W for a distance of 129.11 feet; thence run S 27°04'02" E for a distance of 147.65 feet; thence run N 65°55'56" E for a distance of 66.44 feet; thence run N 72°38'04" E for a distance of 74.85 feet to the POINT OF BEGINNING; thence run N 72°38'0" E for a distance of 77.90 feet; thence run N 61°09'44" E for a distance of 50.95 feet; thence run S 28°50'16" distance of 82.29 feet; thence run S 62°29'51" W for a distance of 78.74 feet; thence run S 27°30'09" E for a distance of 141.86 feet; thence run S 62°31'46" W for a distance of 146.76 feet; thence run N 20°58'20" W for a distance of 149.36 feet; thence run N 69°01'40" E for a distance of 51.06 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 125.00 feet; thence run Northeasterly along the arc of said curve for a distance of 14.25 feet through a central angle of 06°31'49" to the end of said curve; thence run N 62°29'51" E for a distance of 14.03 feet; thence run N 27°30'09" W for a distance of 94.79 feet to the Point of Beginning.

# BOUNDARY SURVEY

SHEET 1 OF 2

## Description Phase 15:

Commence at the Southwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida; thence run S 89°25'12" E along the South line of said Tract E for a distance of 371.82 feet to the POINT OF BEGINNING; thence run N 01°19'45" E for a distance of 67.01 feet; thence run S 89°25'12" E for a distance of 85.57 feet; thence run N 07°36'12" W for a distance of 72.73 feet; thence run N 37°16'22" E for a distance of 244.61 feet ; thence run N 49°50'34" E for a distance of 25.08 feet; thence run 46°12'24" E for a distance of 185.53 feet to the aforesaid South line of Tract E; thence run S 50°09'25" W along said South line for a distance of 84.29 feet; thence run S 13°29'32" W along said South line for a distance of 174.21 feet; thence run N 89°25'12" W along said South line for a distance of 273.37 feet to the Point of Beginning.

The quality of this image  
is equivalent to the quality  
of the original document.



16 EAST PLANT STREET/MIAMI GARDEN, FLORIDA 33177  
(407)654-5355/(407)654-5356 FAX

### SURVEYORS NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT-OF-WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE F.I.R.M. MAP # 12068C05700 DATED DECEMBER 6, 2000.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF PROPERTY AS BEING S 68°01'40" W & PLAT.

JOB NO. 23121

DATE: 12-9-03

SCALE: 1" = 50'

FIELD BY: TP

CALCULATED BY: DM

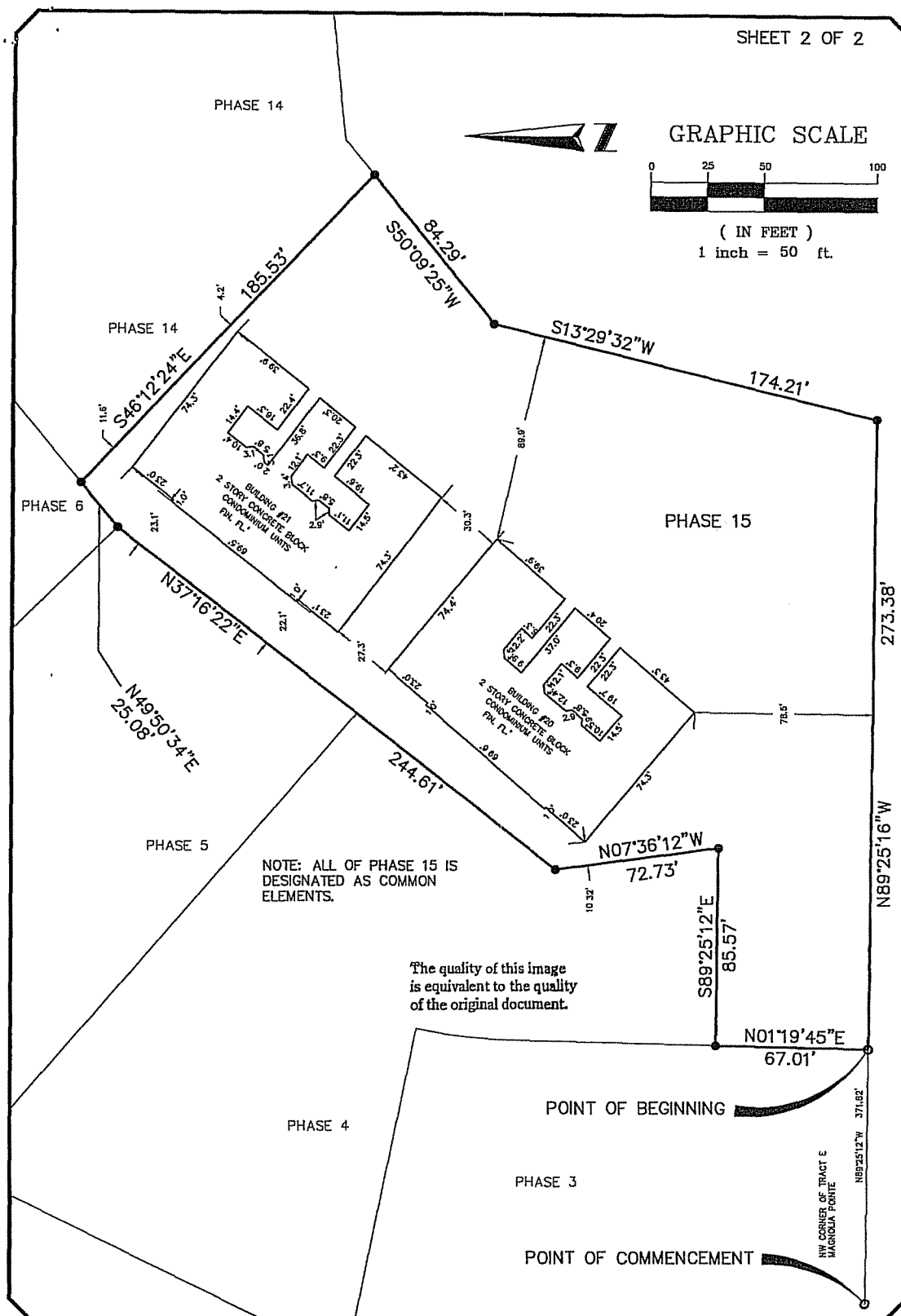
DRAWN BY: DM

CHECKED BY: GMJ

FOR THE LICENSED BUSINESS #6723-EX-2

JAMES W. RICKMAN, P.S.M. #5615





16 EAST PLANT STREET/WINTER GARDEN, FLORIDA 34787  
(407)654-5355/(407)654-5356 FAX

**SURVEYORS NOTES:**

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT-OF-WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SURVEY DWN BY ME, ACCORDING TO THE F.L.R.M. CAP. 209, SECTION 10, DATED DECEMBER 31, 2000.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN MAPPED, EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF PROPERTY AS BEING S 89°01'40" W X 16.40'.

JOE NO 23121

12-0 DE

SCALE: 1" = 50'

FIELD BY: TP

CALCULATED BY: DM

BRANCH PM DM

CHECKED BY: GMJ

10. *Journal of the American Medical Association*, 2000; 284: 2689-2694.

FOR THE LICENSED BUSINESS #6723 BY:

*[Faint handwritten notes at the bottom of the page]*

JAMES R. RICHMOND S.M. 75633

# BOUNDARY SURVEY

SHEET 1 OF 2

## Description Phase 19

Commence at the Northeast corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run N 89°41'57" W along the North line of said Tract E for a distance of 482.11 feet to the POINT OF BEGINNING; thence run S 28°50'16" E for a distance of 119.35 feet; thence run S 62°29'51" W for a distance of 67.07 feet; thence run S 27°30'09" E for a distance of 141.93 feet; thence run S 62°31'46" W for a distance of 139.28 feet; thence run N 27°30'09" W for a distance of 141.86 feet; thence run N 62°29'51" E for a distance of 78.74 feet; thence run N 28°50'16" W for a distance of 130.78 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 25.00 feet; thence run Northwesterly along the arc of said curve for a distance of 26.57 feet through a central angle of 60°53'01" to the end of said curve; thence run N 00°16'43" E for a distance of 36.72 feet to the aforesaid North line of Tract E; thence run S 89°41'57" E along said North line for a distance of 140.30 feet to the Point of Beginning.

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is equivalent to the quality  
of the original document.



16 EAST PLANT STREET/INTER GARDEN, FLORIDA 34787  
(407)654-5355/(407)654-8356 FAX

### SURVEYORS NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT-OF-WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE F.I.R.M. MAP # 12069C05700, DATED DECEMBER 6, 2000.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF PROPERTY AS BEING S 62°31'46" W-X PLAT.

JOB NO. 23121

DATE: 8-10-04

SCALE: 1" = 40'

FIELD BY: TP

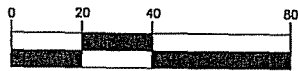
CALCULATED BY: DM

DRAWN BY: DM

CHECKED BY: JLR

FOR THE LICENSED BUSINESS BY:  
JAMES C. RICKMAN, R.S.M. #5833

## GRAPHIC SCALE

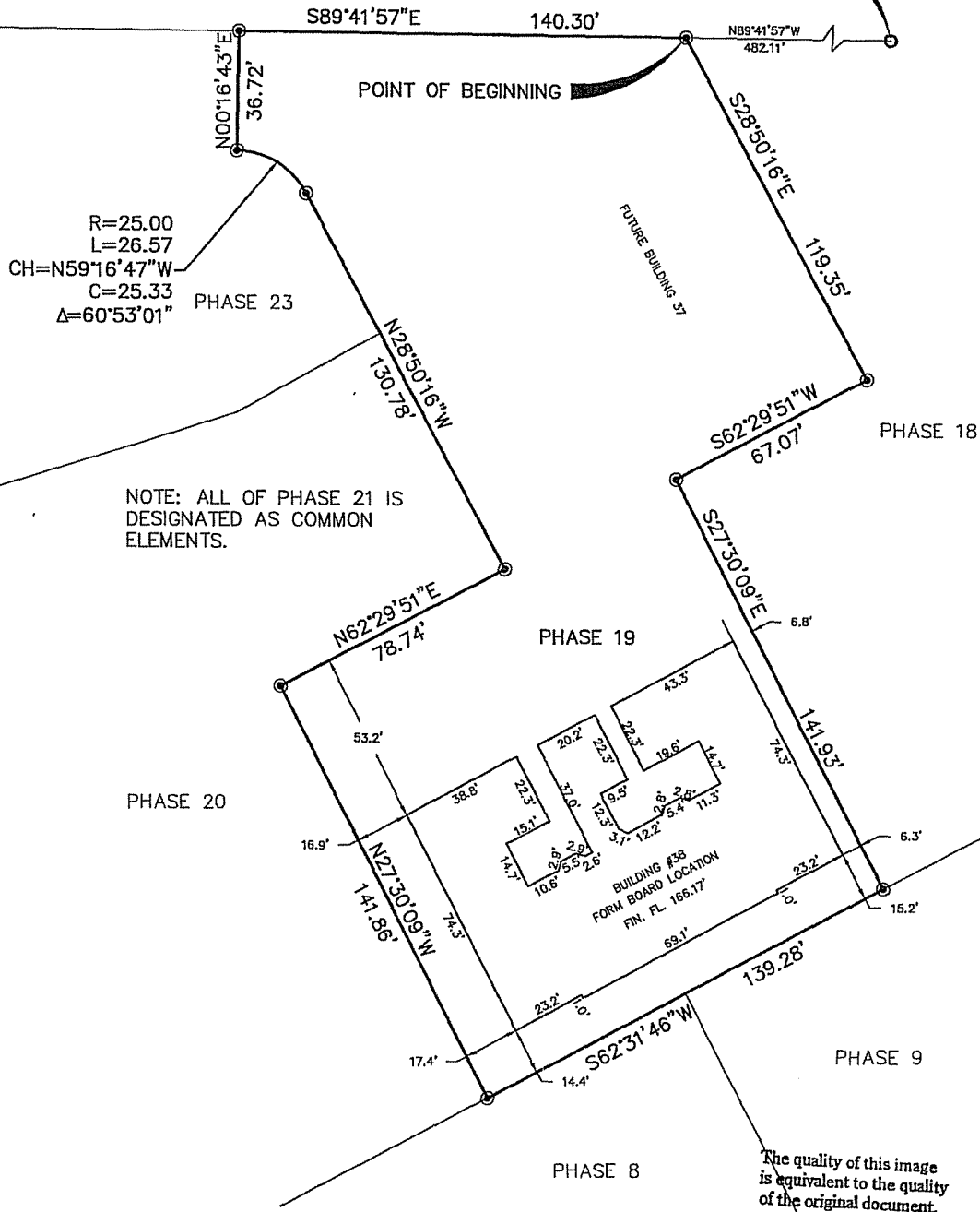


( IN FEET )

1 inch = 40 ft.



## POINT OF COMMENCEMENT

NE CORNER OF TRACT E  
MAGNOLIA POINTE

The quality of this image  
is equivalent to the quality  
of the original document.



16 EAST PLANT STREET, WINTER GARDEN, FLORIDA 34787  
(407)654-5355 / (407)654-5356 FAX

## SURVEYORS NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT-OF-WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE F.I.R.M. MAP #12089C05700, DATED DECEMBER 6, 2000.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF PROPERTY AS BEING S 62°31'46" W & PLATS.

JOB NO. 23121

DATE: 8-10-04

SCALE: 1" = 40'

FIELD BY: TP

CALCULATED BY: DM

DRAWN BY: DM

CHECKED BY: JLR

FOR THE LICENSED SURVEYOR #6723

JAMES L. RICHMAN, J.S.M., #5833

# BOUNDARY SURVEY

SHEET 1 OF 2

## Description Phase 20:

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 89°41'57" E along the North line of said Tract E for a distance of 430.63 feet; thence run S 62°55'58" W for a distance of 129.11 feet; thence run S 27°04'02" E for a distance of 147.65 feet; thence run N 65°55'56" E for a distance of 66.44 feet; thence run N 72°38'04" E for a distance of 74.85 feet to the POINT OF BEGINNING; thence run N 72°38'04" E for a distance of 77.90 feet; thence run N 61°09'44" E for a distance of 50.95 feet; thence run S 28°50'16" E for a distance of 82.29 feet; thence run S 62°29'51" W for a distance of 78.74 feet; thence run S 27°30'09" E for a distance of 141.86 feet; thence run S 62°31'46" W for a distance of 146.76 feet; thence run N 20°58'20" W for a distance of 149.36 feet; thence run N 69°01'40" E for a distance of 51.06 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 125.00 feet; thence run Northeasterly along the arc of said curve for a distance of 14.25 feet through a central angle of 6°31'49" to the end of said curve; thence run N 62°29'51" E for a distance of 14.03 feet; thence run N 27°30'09" W for a distance of 94.79 feet to the Point of Beginning.

The quality of this image  
is equivalent to the quality  
of the original document.



16 EAST PLANT STREET, WINTER GARDEN, FLORIDA 34787  
(407)654-5355 / (407)654-5356 FAX

### SURVEYORS NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT-OF-WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE F.I.R.M. MAP # 12066-05708 DATED DECEMBER 6, 2000.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF PROPERTY AS BEING S 89°01'40" W & PLAT # 6723-BY.

JOB NO. 23121

DATE: 5-27-04

SCALE: 1" = 40'

FIELD BY: TP

CALCULATED BY: DM

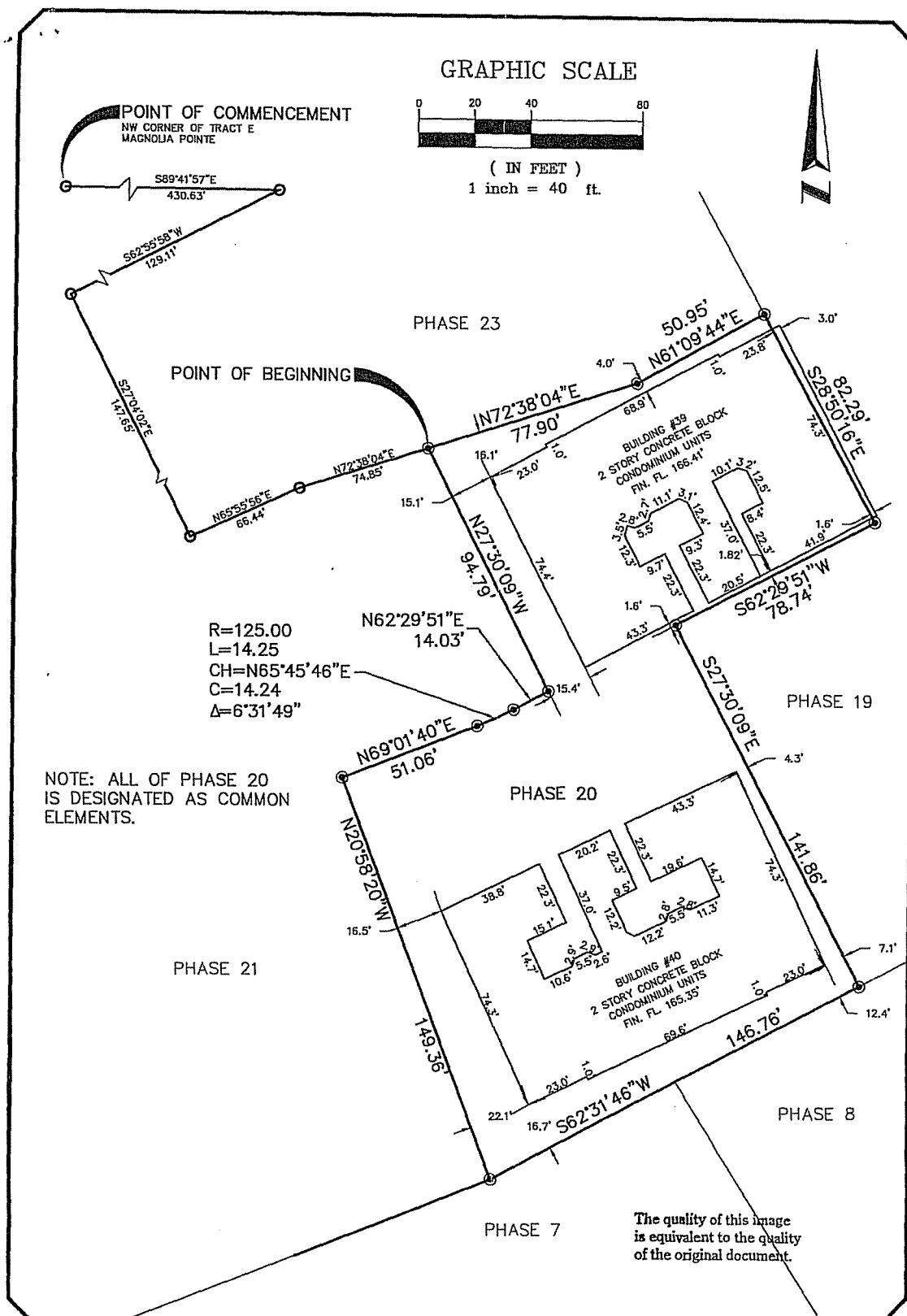
DRAWN BY: DM

CHECKED BY: GMJ

FOR THE LICENSED BUSINESS #6723-BY

STATE OF FLORIDA

GERALD W. JOHNSON, P.S.M. 75770



**SURVEYORS NOTES:**

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT-OF-WAY, OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.

2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE F.I.R.M. MAP # 12059C0570D, DATED DEC

3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED.

4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.  
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF FLORIDA PROFESSIONAL SURVEYORS.

6. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF PROPERTY AS BEING SURVEYED BY [illegible] SURVEYOR AND MAPPER.

JOB NO. 23121

DATE: 5-27-04

SCALE: 1" = 40'

FIELD BY: TP

CALCULATED BY: DM

DRAYN BY: DM

CHECKED BY: GMJ

FOR THE LICENSED BUSINESS #5723 BT

111-112

INT. TAX 0  
DOC. STAMPS 0  
RECORDING \$19.50  
TOTAL \$19.50

CFN 2004009350  
Bk 02493 Pgs 1456 - 1459; (4pgs)  
DATE: 01/23/2004 10:25:21 AM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 17.00  
TRUST FUND 2.50

Melissa Jay Murphy, Esq.  
Salter, Feiber, Yenser,  
Murphy & Hutson, P.A.  
P. O. Box 357399  
Gainesville, FL 32635-7399

SFY&M

RETURN TO:

DECLARATION FOR  
ANNEXATION OF ADDITIONAL PROPERTY  
TO  
SWEETWATER RIDGE TOWNHOMES AT MAGNOLIA POINTE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS

THIS DECLARATION FOR ANNEXATION OF ADDITIONAL PROPERTY (this Declaration For Annexation) to the Sweetwater Ridge Townhomes at Magnolia Pointe Declaration of Covenants, Conditions and Restrictions is made this 20th day of January, 2004 by LAKE EQUITY PARTNERS, LLC, a Florida Limited Liability Company, (Declarant).

WITNESSETH:

WHEREAS, Declarant, Lake Equity Partners, LLC, made and entered into the Declaration of Covenants, Conditions and Restrictions for Sweetwater Ridge Townhomes at Magnolia Pointe, recorded on the 7<sup>th</sup> day of January, 2004 in Official Records Book 02482, page 0668 et. seq. of the Public Records of Lake County, Florida (Declaration); and

WHEREAS, Declarant is desirous by execution of this Declaration for Annexation of bringing under the Declaration additional property in accordance with Article II contained in the Declaration; and

WHEREAS, Declarant is the fee simple owner of the real property to be annexed, said real property located in Lake County and more particularly described in Exhibit "A" attached hereto. (the "Property")

NOW, THEREFORE, the Declaration is hereby spread to subject the Property, to the terms and conditions contained in the Declaration and to incorporate the same into the Declaration as if the same had been originally described in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name, this day and year first above written.

Signed, sealed and delivered  
in the presence of:

LAKE EQUITY PARTNERS, LLC, a Florida Limited  
Liability Company

Witness sign name above  
Witness print name below

Jeff Abel

By: [Signature]  
John S. Pettit, Managing Member

Witness sign name above  
Witness print name below

MELISSA JAY MURPHY

STATE OF FLORIDA  
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN S. PETTIT well known to me to be the Managing Member of LAKE EQUITY PARTNERS, LLC, a Florida Limited Liability Company, and he acknowledged executing the foregoing Declaration on behalf of said company, and he appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation. He is personally known to me.

WITNESS, my hand and official seal in the County and State last aforesaid on this 20 day of January, 2004.

(SEAL)



Melissa Jay Murphy  
MY COMMISSION # DD243813 EXPIRES  
November 20, 2007  
BONDED THRU TROY FAIN INSURANCE, INC

[Signature]  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida at Large.  
My Commission Expires: \_\_\_\_\_  
Serial Number, if any: \_\_\_\_\_

F:\MJM\Clients\Lake Equity\Townhomes\annexation phase 26A.wpd

# BOUNDARY SURVEY

SHEET 1 OF 2

OR BOOK 02493 PAGE 1458

The quality of this image  
is equivalent to the quality  
of the original document.

## Description Phase 26A:

A portion of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, of the Public Records of Lake County, Florida. Being more particularly described as follows.

Commence at the Northwest corner of Tract E, MAGNOLIA POINTE, according to the plat thereof, as recorded in Plat Book 40, Pages 1 through 6, inclusive, Public Records of Lake County, Florida, thence run S 00°34'48" W along the West line of said Tract E for a distance of 193.69 feet to the POINT OF BEGINNING; thence run S 71°24'57" E for a distance of 181.81 feet to a point on the centerline of Chateau Pine Way; thence run S 00°52'58" W along the said centerline for a distance of 112.61 feet to the beginning of a curve concave to the Northwest and having a radius of 150.00 feet; thence run Southwesterly along the arc of said curve for a distance of 57.21 feet through a central angle of 21°51'09" to the end of said curve; thence run S 22°44'08" W for a distance of 9.46 feet; thence departing said centerline run N 67°15'52" W for a distance of 25.00 to a point on the Westerly right-of-way line of said Chateau Pine Way; thence run N 22°44'08" E along said right-of-way for a distance of 9.46 feet to the beginning of a curve concave to the Northwest and having a radius of 127.17 feet, thence run Northeasterly along the arc of said curve for a distance of 28.52 feet through a central angle of 12°51'01" to the end of said curve and the beginning of a non-tangent curve concave to the Northeast, having a radius of 275.00 feet and a chord bearing of N 72°33'19" W and a chord distance of 10.94 feet; thence departing said right-of-way run Northwesterly along the arc of said curve for a distance of 10.94 feet through a central angle of 02°16'45" to the end of said curve; thence run N 71°24'57" W for a distance of 142.20 feet to the aforesaid West line of Tract E; thence run N 00°34'48" E along said West line for a distance of 140.60 feet to the POINT OF BEGINNING.



16 EAST PLANT STREET/WINTER GARDEN, FLORIDA 34787  
(407)654-5355/(407)654-5356 FAX

## SURVEYORS NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE F.L.R.M. MAP #12089C0578D, DATED DECEMBER 9, 2000.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF PROPERTY AS BEING S 69°40'00" W & 141.60'.

JOB NO. 23121

DATE: 12-9-03

SCALE: 1" = 40'

FIELD BY: TP

CALCULATED BY: DM

DRAWN BY: DM

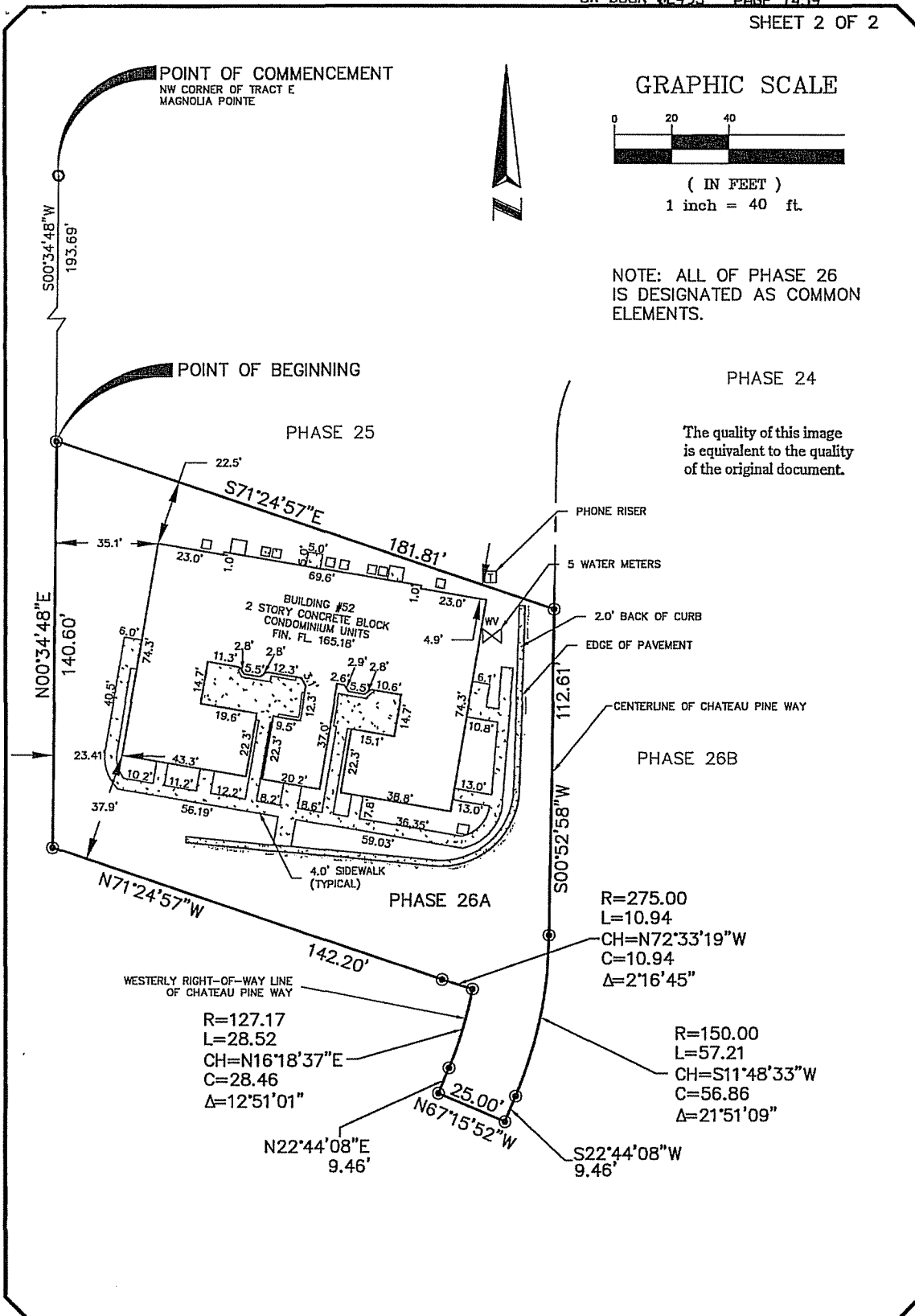
CHECKED BY: GMJ

FOR THE BOARD OF PROFESSIONAL SURVEYORS

JAMES C. RICHARDS, P.E.

12/10/03





16 EAST PLANT STREET, WINTER GARDEN, FLORIDA 34787  
(407)654-5355 / (407)654-5356 FAX

## SURVEYORS NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT-OF-WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THIS LAND.
2. SUBJECT DWELLING FALLS WITHIN ZONE X ACCORDING TO THE F.I.R.M. MAP # 12069C05700, DATED DECEMBER 5, 2000.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4. BUILDING TIES SHOULD NOT BE USED TO REESTABLISH BOUNDARY LINES.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
6. BEARINGS SHOWN HEREON ARE BASED ON WEST LINE OF PROPERTY AS BEING N00°34'48"E.

JOB NO. 23121

DATE: 12-9-03

SCALE: 1" = 40'

FIELD BY: TP

CALCULATED BY: DM

DRAWN BY: DM

CHECKED BY: GMJ

FOR THE FIDELITY BUSINESS

JAMES L. VICKERY, P.E.

JAMES L. VICKERY, P.E.

JAMES L. VICKERY, P.E.

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