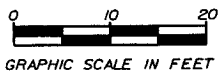
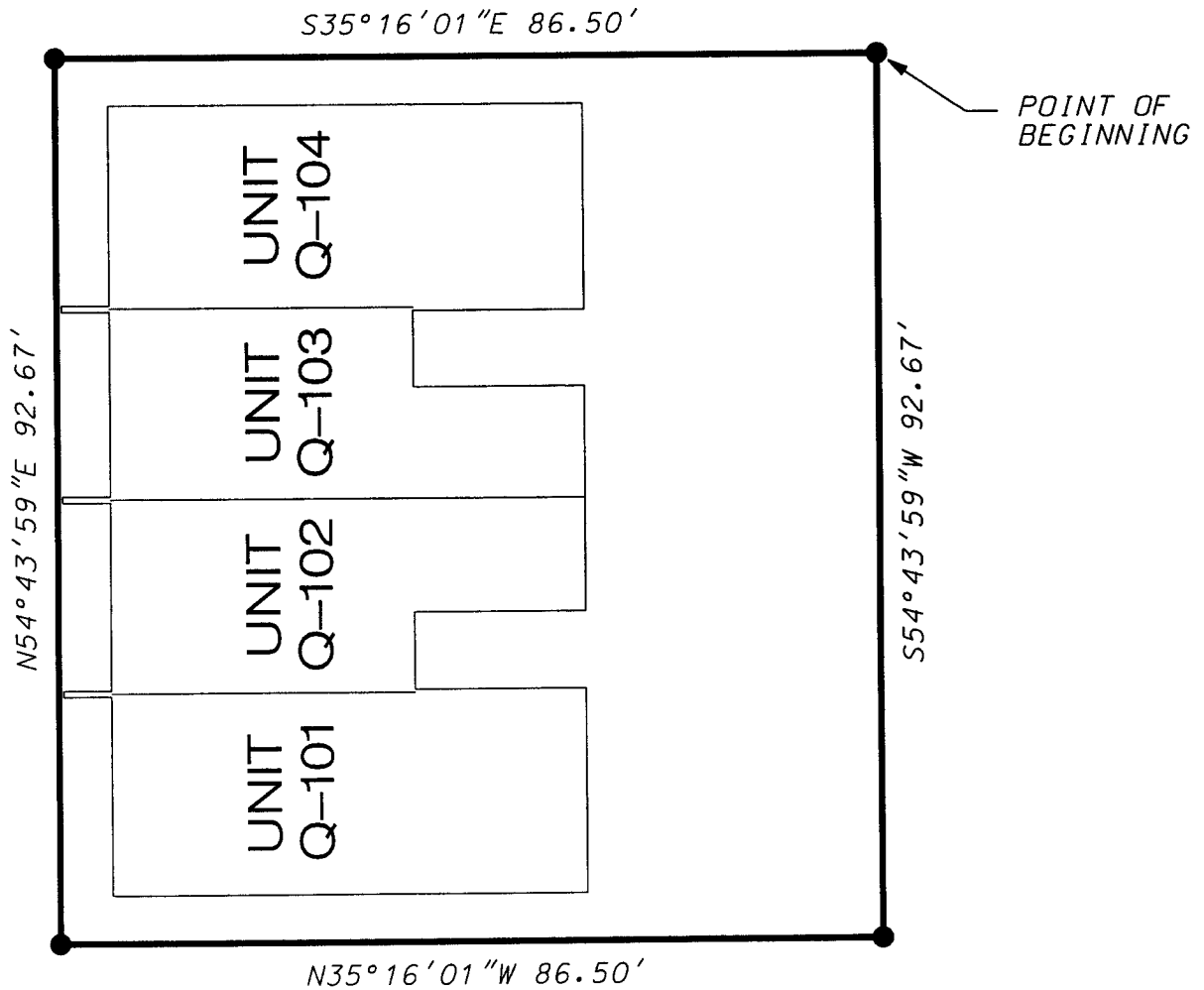


# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE Q



NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

SEE SHEET 2 FOR  
LEGAL DESCRIPTION

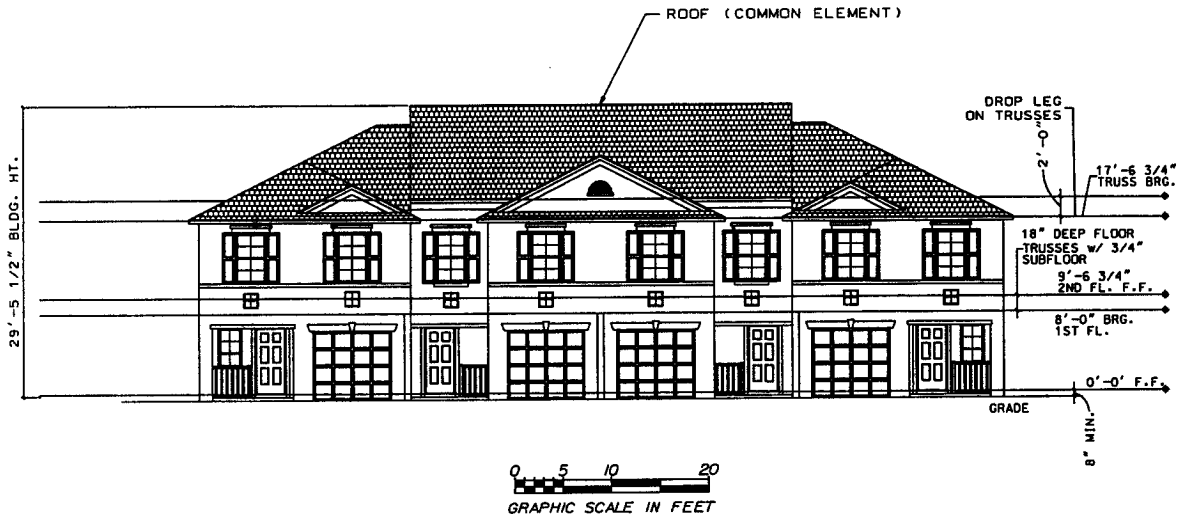
## SECOND FLOOR PLAN

...\\DGN-Geopak\OJC3cdo007.dgn

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE Q



- NOTES:
- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
  - 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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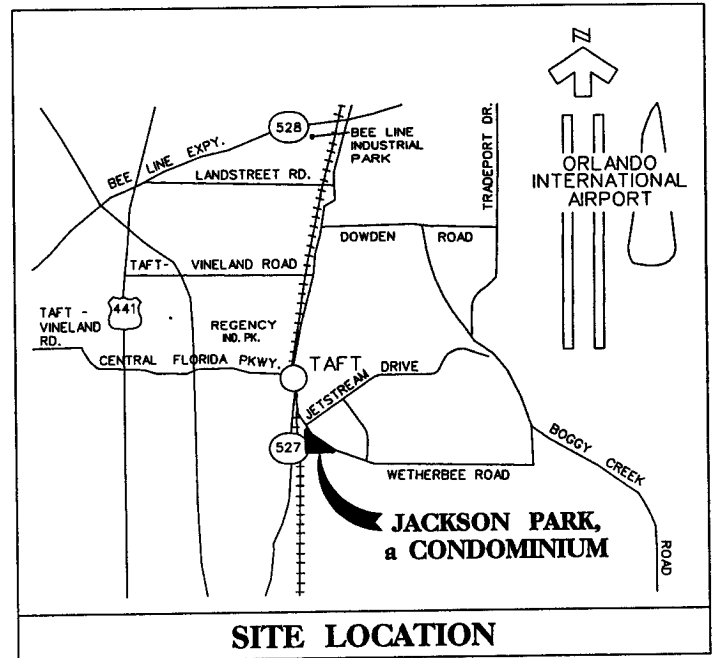
BUILDING FRONT ELEVATION

...\\DGN-Geopak\OJC3cdo008.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE R

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAIN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.



**SITE LOCATION**  
SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

SEE SHEETS 5 AND 5  
FOR PHASE R BOUNDARY

## SURVEYOR'S CERTIFICATE

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of improvements of PHASE R of JACKSON PARK, a Condominium, described in this survey, plot plan and graphic description of improvements on Sheets 1 thru 6, is substantially complete so that such

a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the identification, location, and dimensions of the improvements, and further that the identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plot or map is for informational purposes only and is not valid.

David I. Peck, P.S.M.  
Florida Registration No. 6460

Date

...\\DGN-Geopak\DJC3cdoR01.dgn

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE R

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 104 THROUGH 105 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE  $S35^{\circ}16'01''E$ , ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 602.13 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN  $S54^{\circ}43'59''W$ , A DISTANCE OF 308.67 FEET TO A POINT OF BEGINNING; THENCE  $S35^{\circ}16'01''E$ , A DISTANCE OF 79.50 FEET; THENCE  $S54^{\circ}43'59''W$ , A DISTANCE OF 92.67 FEET, THENCE  $N35^{\circ}16'01''W$ , A DISTANCE OF 79.50 FEET, THENCE  $N54^{\circ}43'59''E$ , A DISTANCE OF 92.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.169 ACRES MORE OR LESS.

SEE SHEETS 4 AND 5  
FOR PHASE R BOUNDARY

**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**

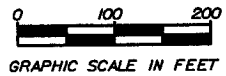
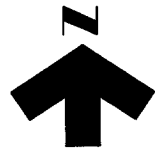
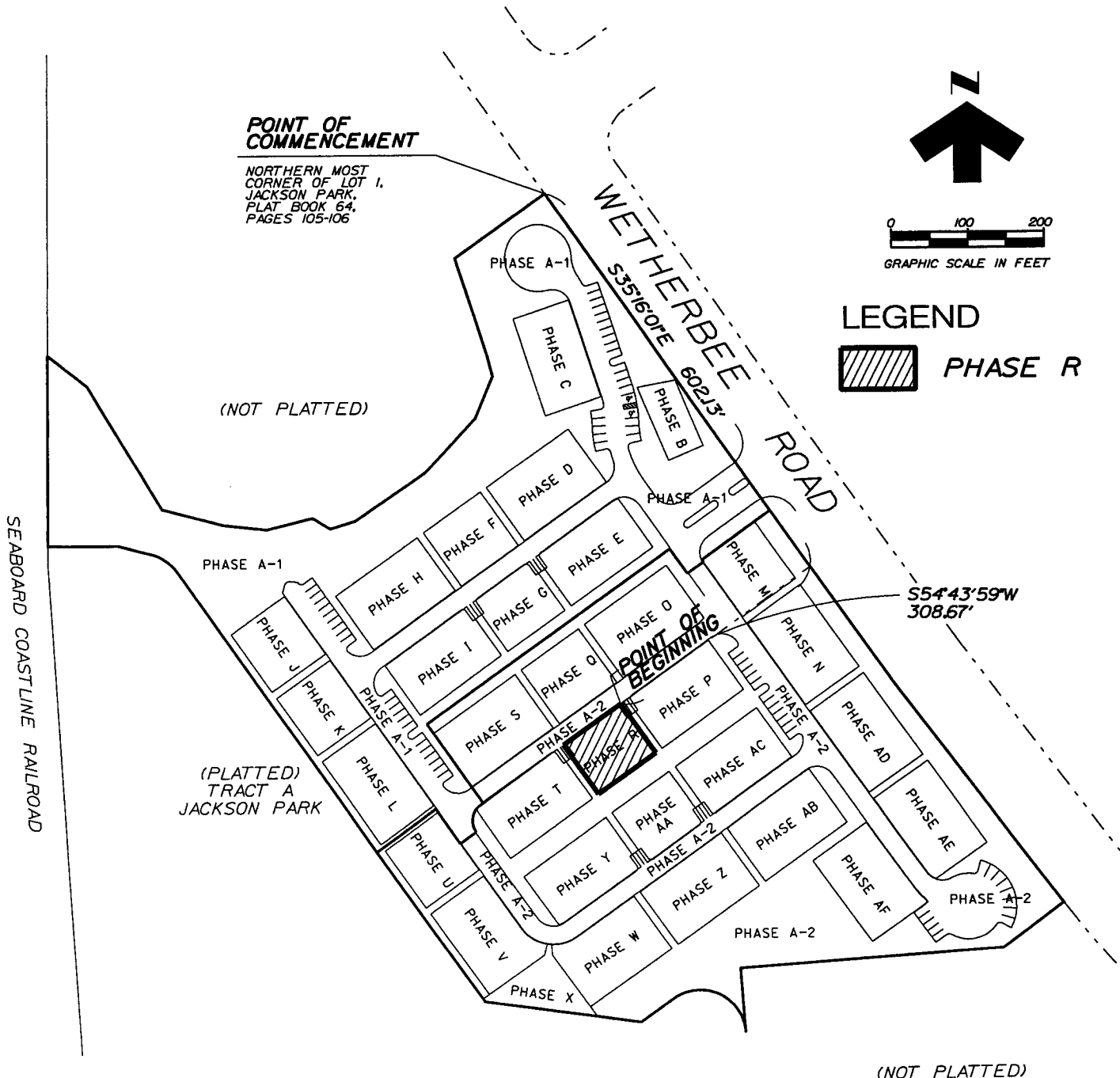
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LEGAL DESCRIPTION

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE R



### LEGEND

 PHASE R

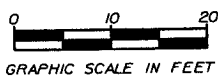
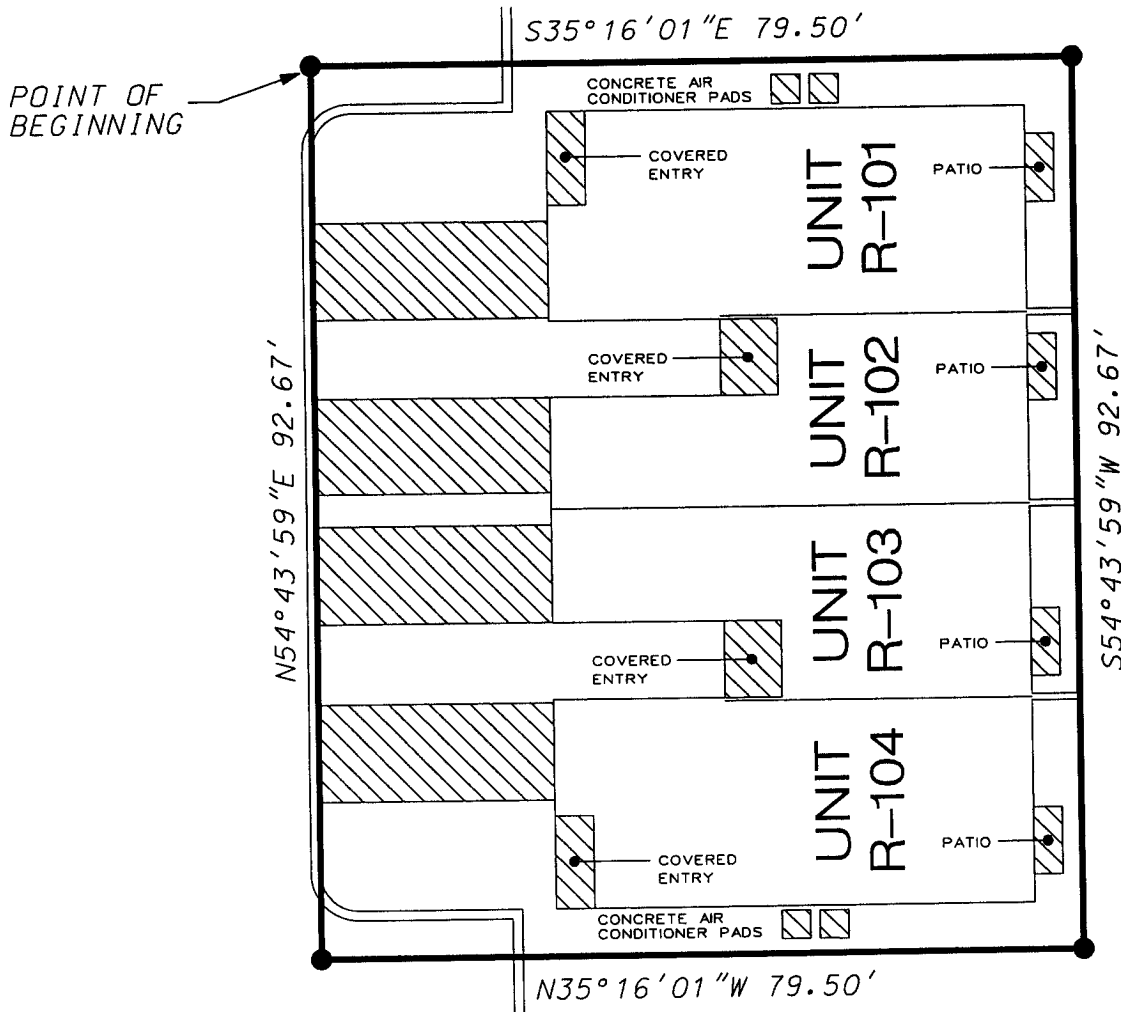
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LOCATION PLAN

...DGN-Geopak\OJC3cdoR05.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE R



### LEGEND

 LIMITED COMMON ELEMENT

### NOTES:

- 1) DRIVEWAYS, COVERED ENTRIES, PATIOS AND CONCRETE AIR CONDITIONER PADS ARE LIMITED COMMON ELEMENTS.
- 2) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 3) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

**BOWYER-SINGLETON  
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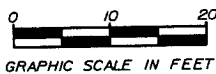
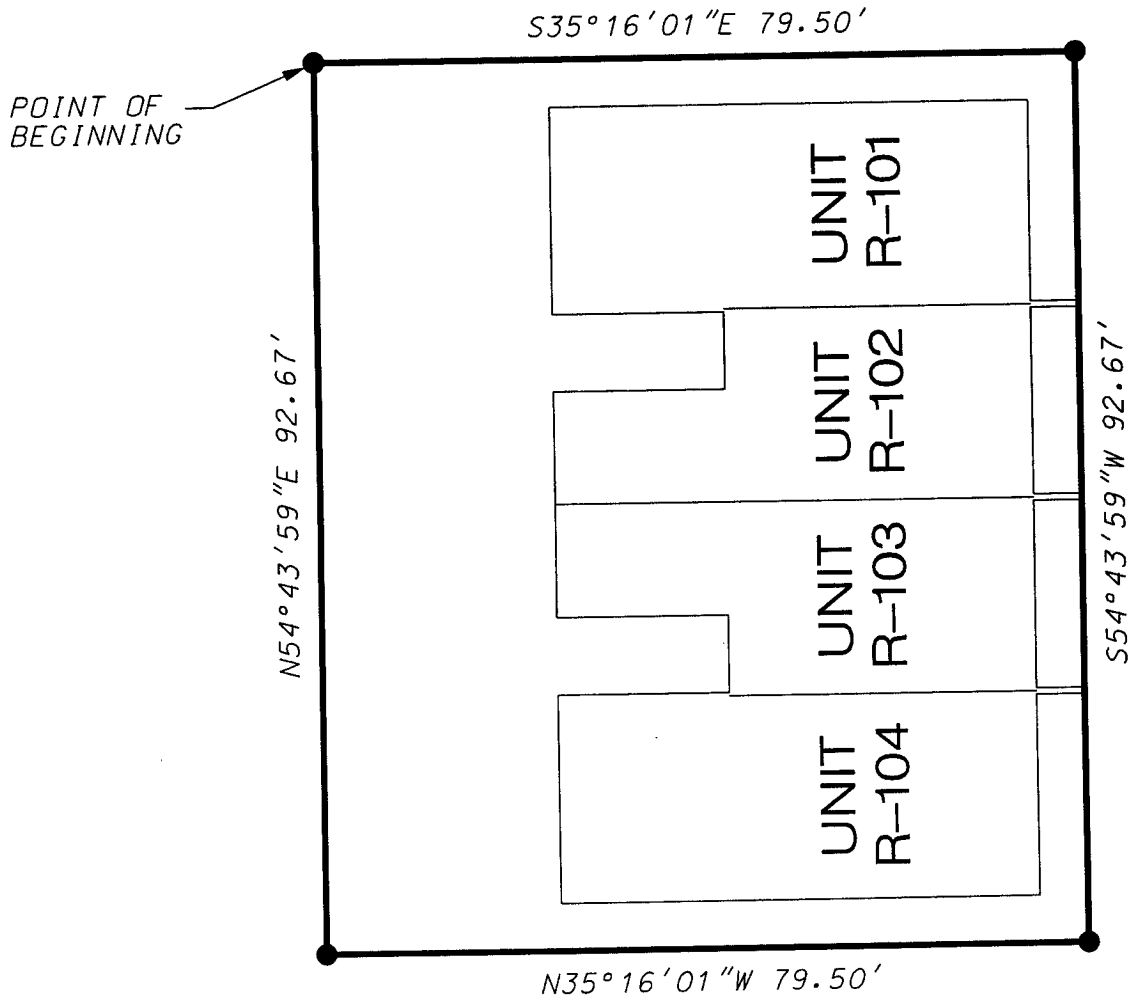
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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## FIRST FLOOR PLAN

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE R



NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

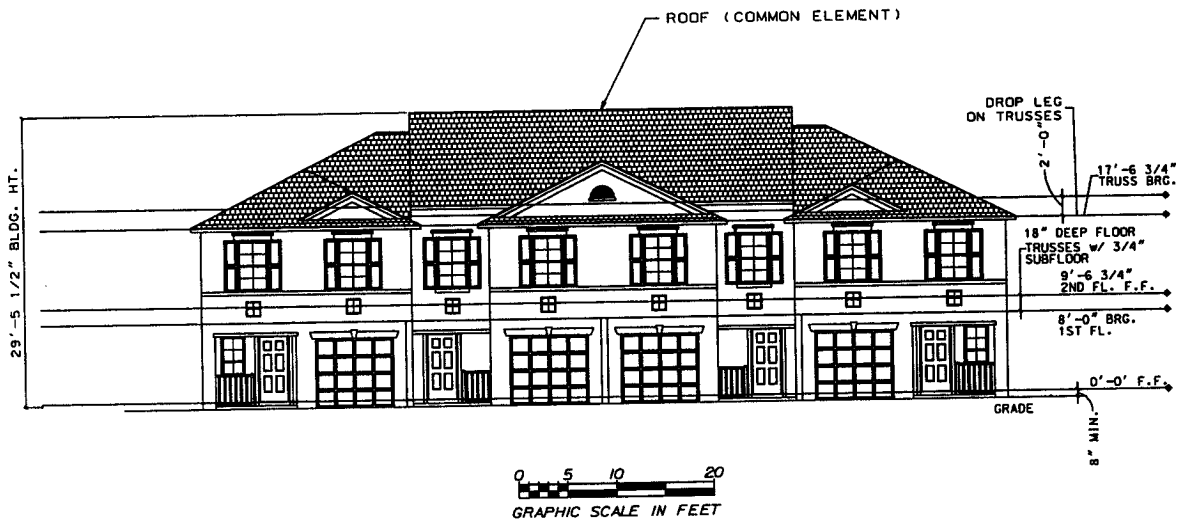
SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## SECOND FLOOR PLAN

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE R



- NOTES:
- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
  - 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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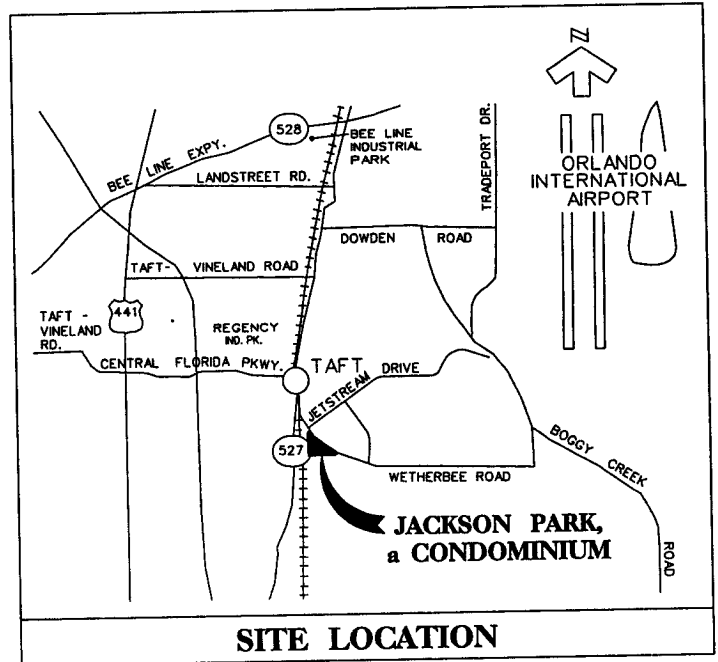
BUILDING FRONT ELEVATION

...\\DGN-Geopak\OJC.3cdoR08.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE S

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAIN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.



**SITE LOCATION**  
SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

SEE SHEETS 4 AND 5  
FOR PHASE S BOUNDARY

## SURVEYOR'S CERTIFICATE

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of Improvements of PHASE S of JACKSON PARK, a Condominium, described in this survey, plat plan and graphic description of Improvements on Sheets 1 thru 6, is substantially complete so that such

a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the identification, location, and dimensions of the Improvements, and further that the identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.

David I. Peck, P.S.M.  
Florida Registration No. 6460

Date

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE S

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 104 THROUGH 105 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE  $S35^{\circ}16'01''E$ , ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 576.13 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN  $S54^{\circ}43'59''W$ , A DISTANCE OF 399.00 FEET TO A POINT OF BEGINNING; THENCE  $S54^{\circ}43'59''W$ , A DISTANCE OF 132.67 FEET, THENCE  $N35^{\circ}16'01''W$ , A DISTANCE OF 86.00 FEET, THENCE  $N54^{\circ}43'59''E$ , A DISTANCE OF 132.67 FEET, THENCE  $S35^{\circ}16'01''E$ , A DISTANCE OF 86.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.262 ACRES MORE OR LESS.

SEE SHEETS 4 AND 5  
FOR PHASE S BOUNDARY

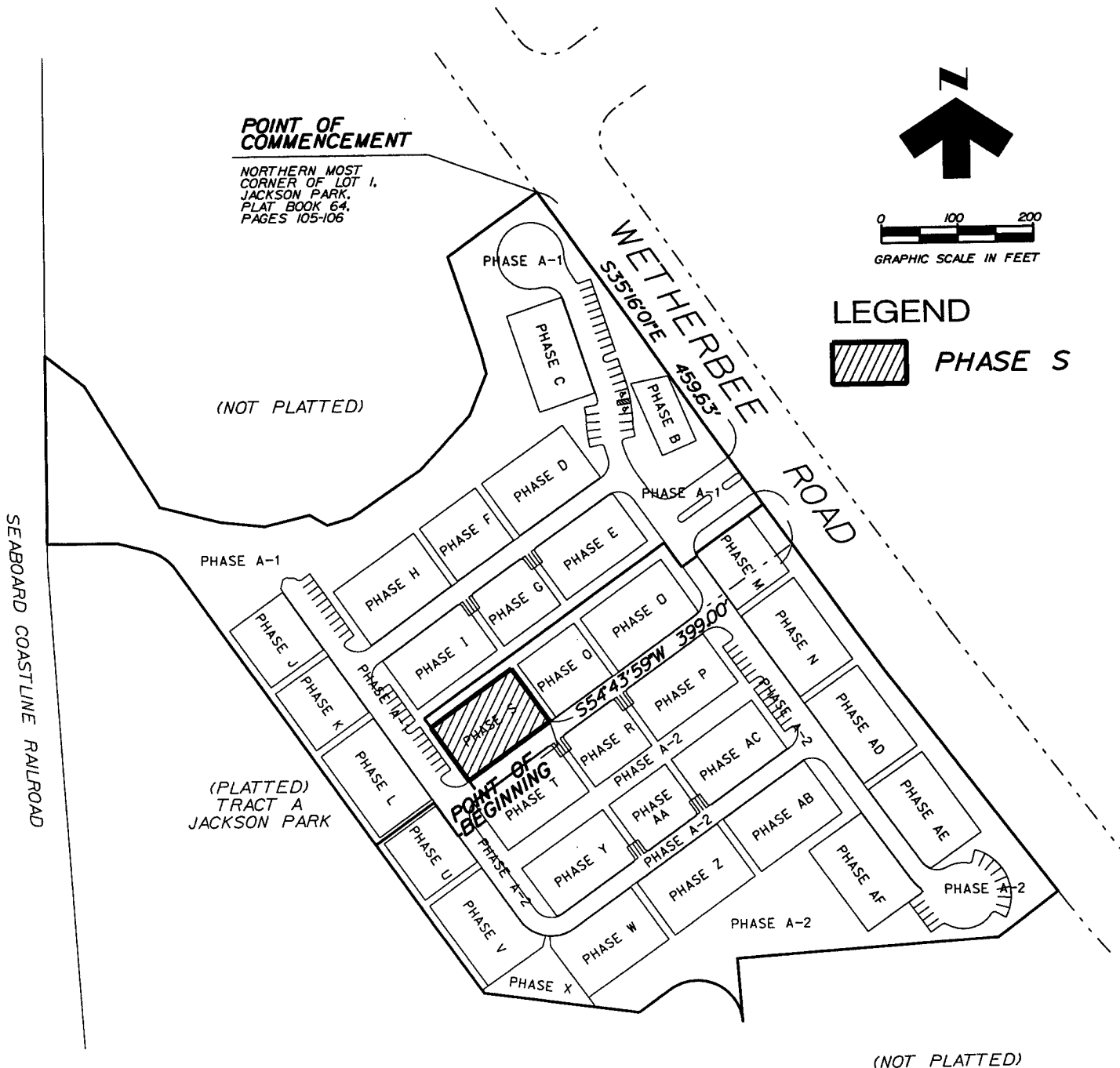
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LEGAL DESCRIPTION

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE S



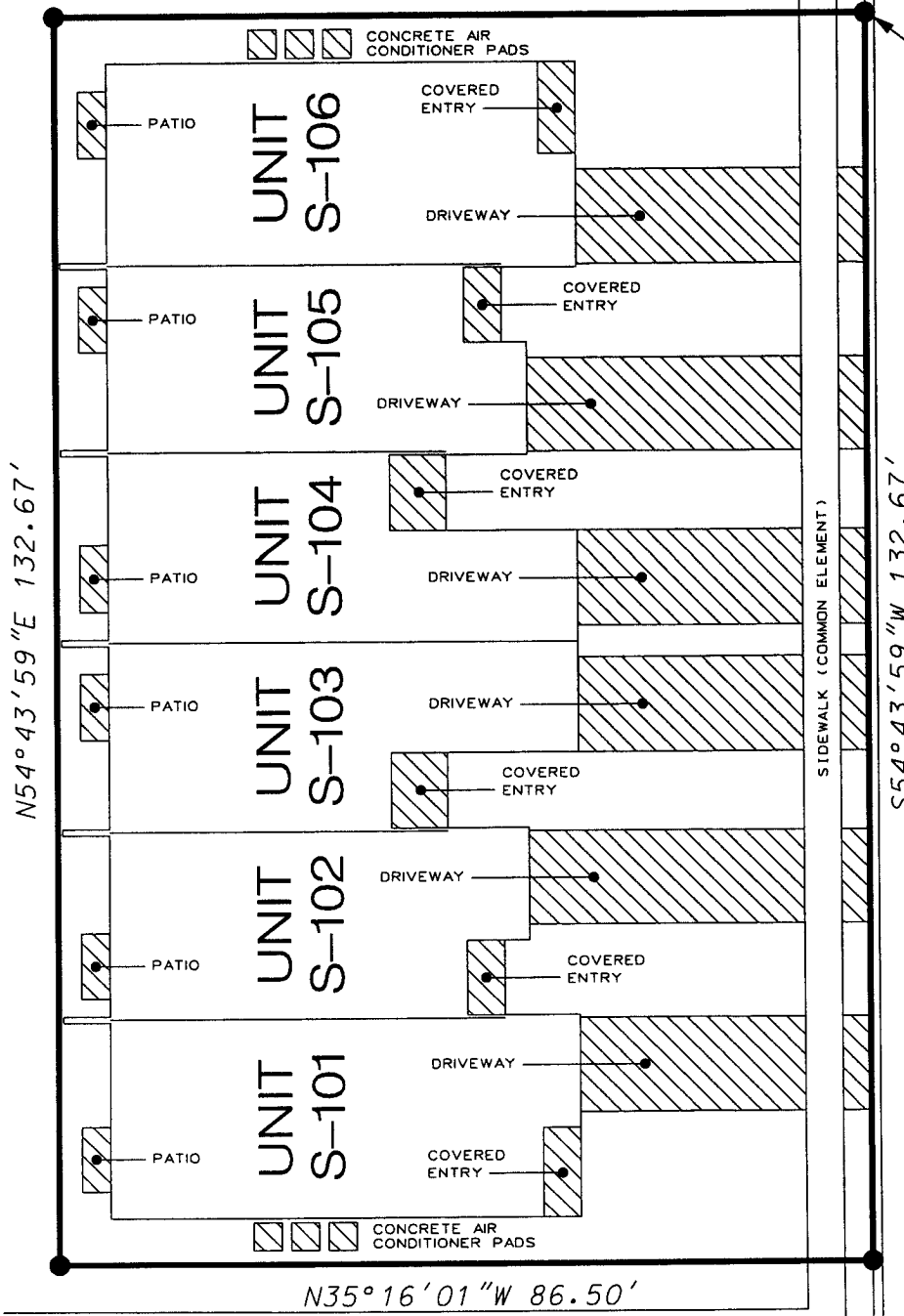
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## LOCATION PLAN

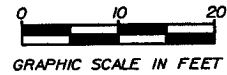
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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE S

S35°16'01"E 86.50'



POINT OF BEGINNING



## LEGEND

 LIMITED COMMON ELEMENT

### NOTES:

- 1) DRIVEWAYS, COVERED ENTRIES, PATIOS AND CONCRETE AIR CONDITIONER PADS ARE LIMITED COMMON ELEMENTS.
- 2) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 3) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## FIRST FLOOR PLAN

..DGN-GeopaK\OJC3cdoS06.dgn

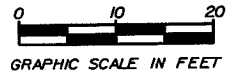
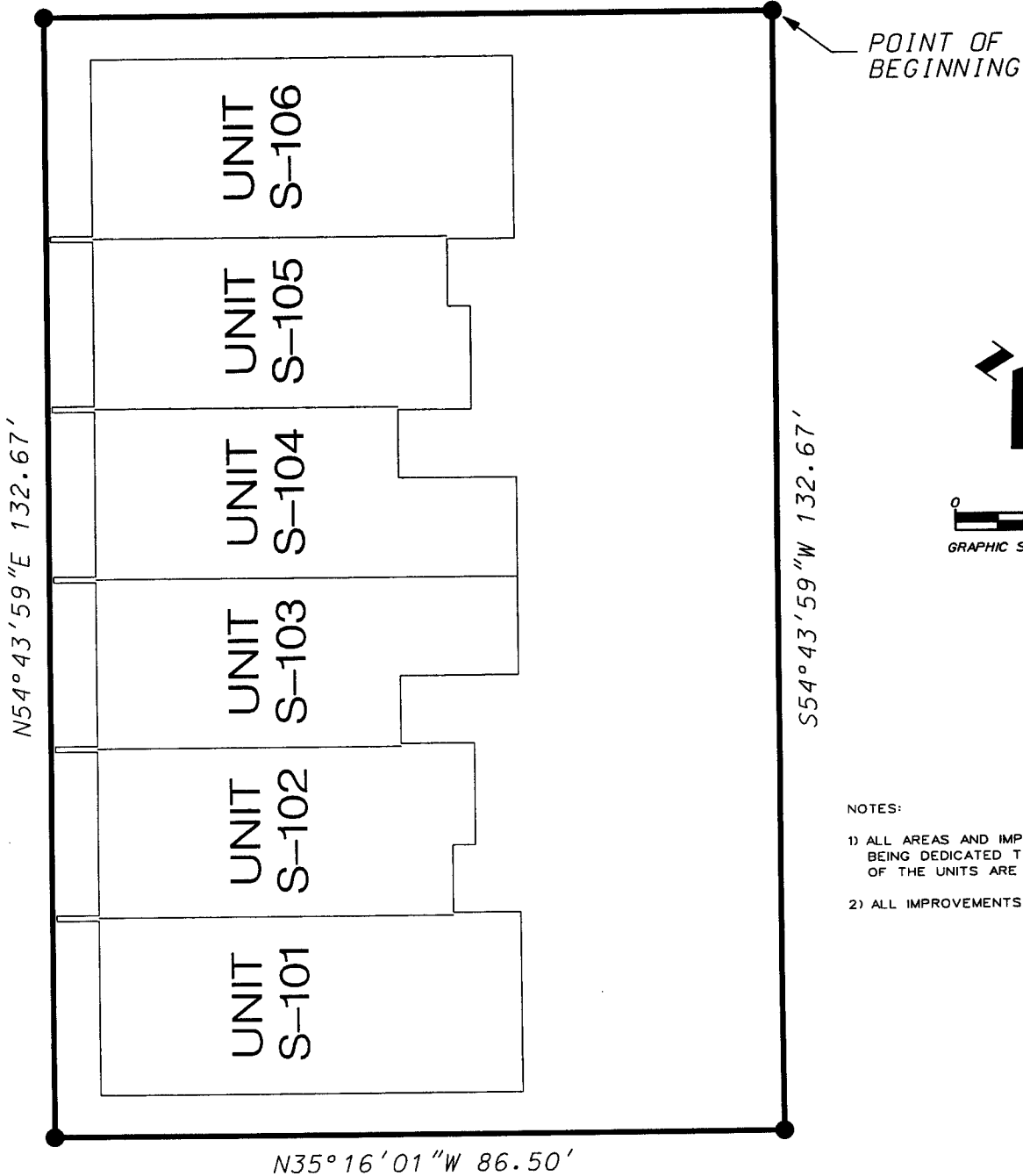
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ENGINEERING BUSINESS \*1221



# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE S

S35°16'01"E 86.50'



NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

SEE SHEET 2 FOR  
LEGAL DESCRIPTION

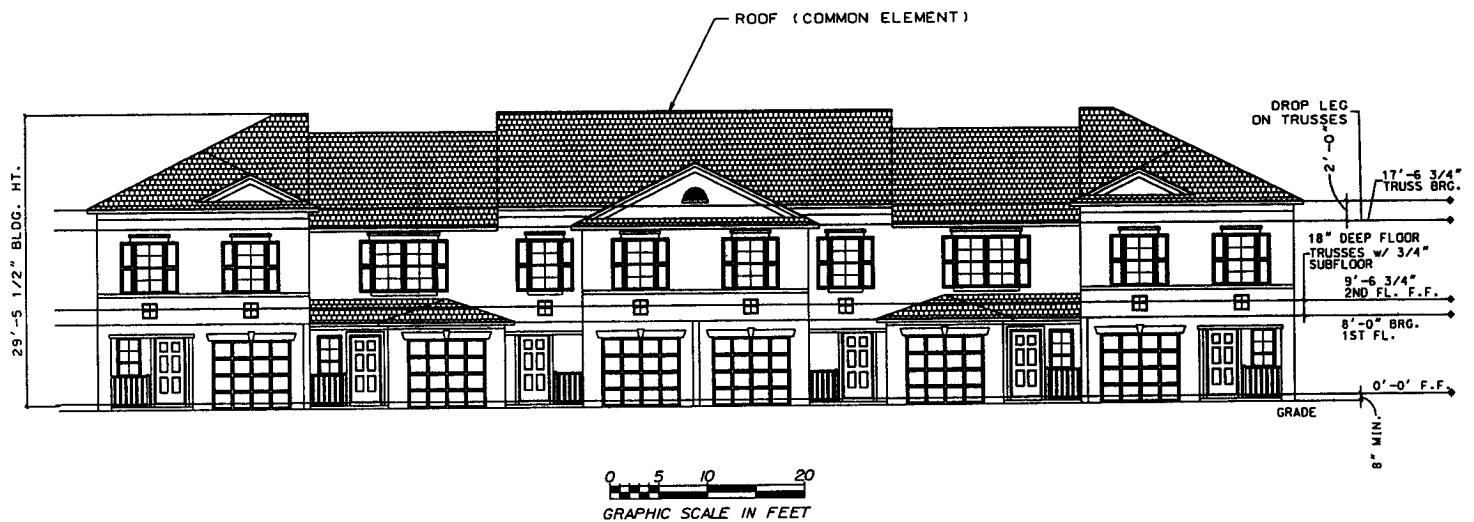
## SECOND FLOOR PLAN

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE S



- NOTES:
- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
  - 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

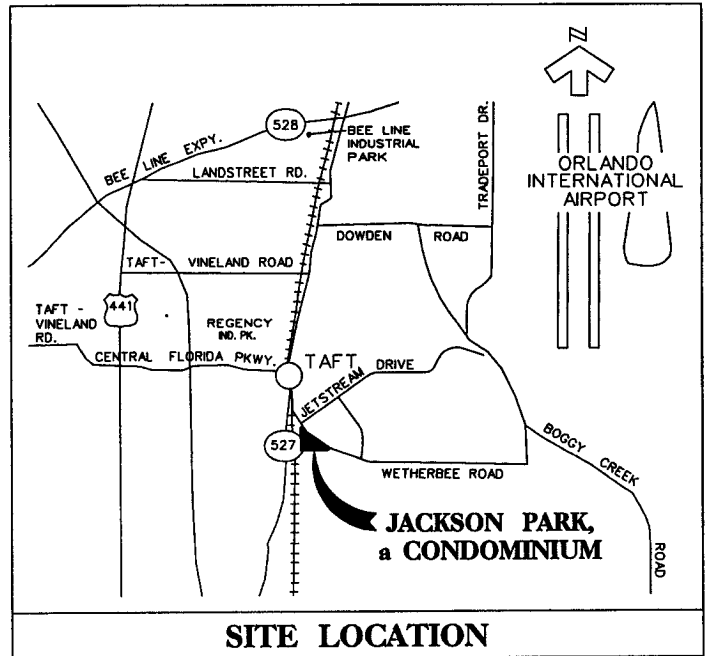
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BUILDING FRONT ELEVATION

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE T



SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

## SURVEYOR'S CERTIFICATE

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of improvements of PHASE T of JACKSON PARK, a Condominium, described in this survey, plat plan and graphic description of improvements on Sheets 1 thru 6, is substantially complete so that such

a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the identification, location, and dimensions of the improvements, and further that the identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.

David L. Peck, P.S.M.  
Florida Registration No. 6460

Date

...\\DGN-Geopak\OJC3cdoT01.dgn

SEE SHEETS 4 AND 5  
FOR PHASE T BOUNDARY

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE T

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 104 THROUGH 105 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE  $S35^{\circ}16'01''E$ , ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 602.13 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN  $S54^{\circ}43'59''W$ , A DISTANCE OF 411.33 FEET TO A POINT OF BEGINNING; THENCE  $S35^{\circ}16'01''E$ , A DISTANCE OF 79.50 FEET; THENCE  $S54^{\circ}43'59''W$ , A DISTANCE OF 132.67 FEET; THENCE  $N35^{\circ}16'01''W$ , A DISTANCE OF 78.11 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF  $19^{\circ}11'48''$  AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF  $N35^{\circ}32'12''E$ , RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.38 FEET TO THE POINT OF TANGENCY; THENCE  $N54^{\circ}43'59''E$ , A DISTANCE OF 124.45 FEET THE POINT OF BEGINNING.

CONTAINING 0.242 ACRES MORE OR LESS.

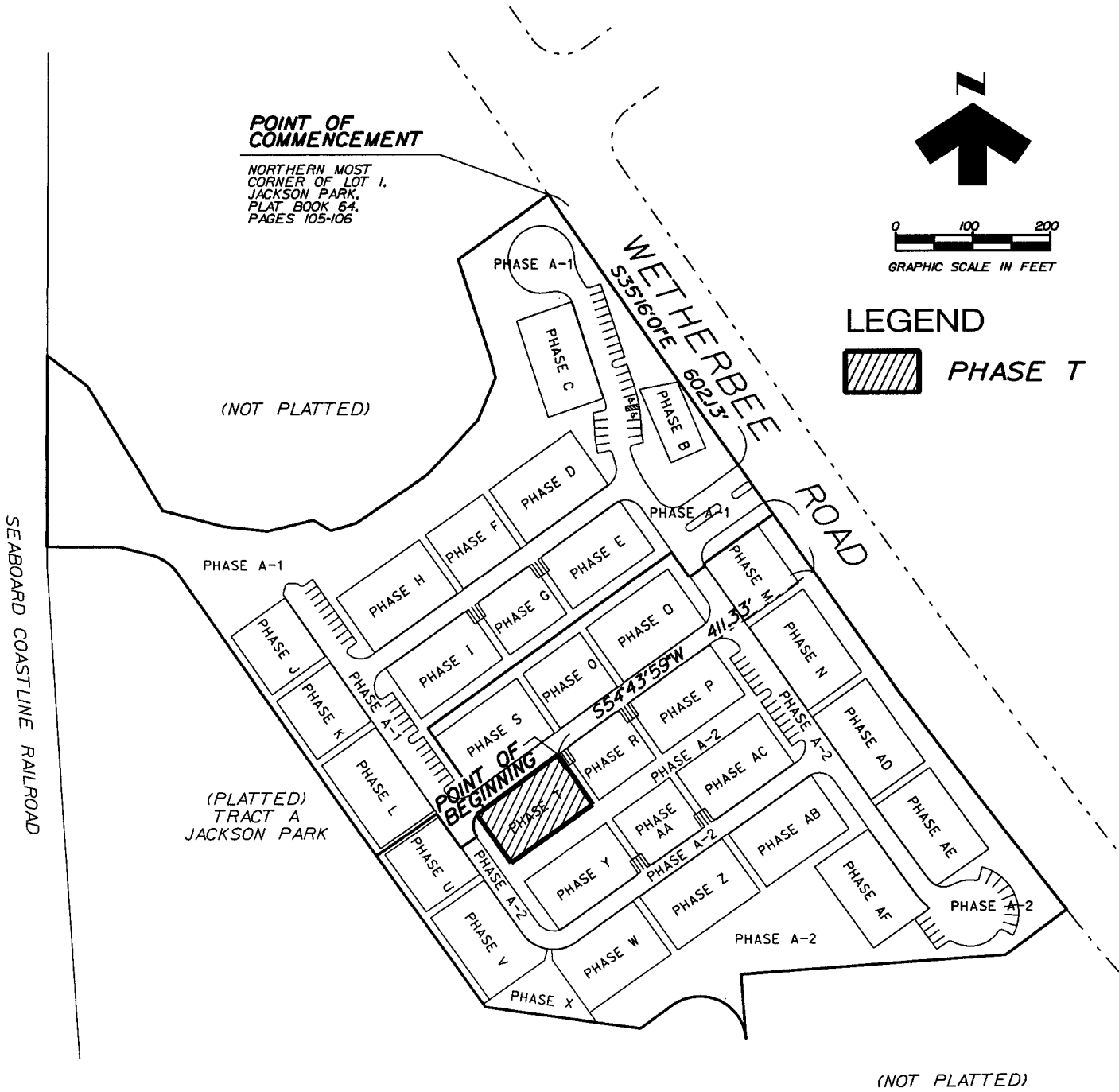
SEE SHEETS 4 AND 5  
FOR PHASE T BOUNDARY

LEGAL DESCRIPTION

**BOWYER-SINGLETON**  
& ASSOCIATES, INCORPORATED

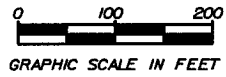
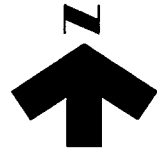
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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE T



**POINT OF COMMENCEMENT**

NORTHERN MOST  
CORNER OF LOT 1,  
JACKSON PARK,  
PLAT BOOK 64,  
PAGES 105-106



**LEGEND**

 **PHASE T**

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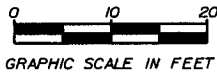
**LOCATION PLAN**

...\\DGN-Geopak\OJC3cdoT05.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE T

POINT OF BEGINNING

S35°16'01"E 79.50'



## LEGEND

 LIMITED COMMON ELEMENT

### NOTES:

- 1) DRIVEWAYS, COVERED ENTRIES, PATIOS AND CONCRETE AIR CONDITIONER PADS ARE LIMITED COMMON ELEMENTS.
- 2) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 3) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

N54°43'59"E 124.45'

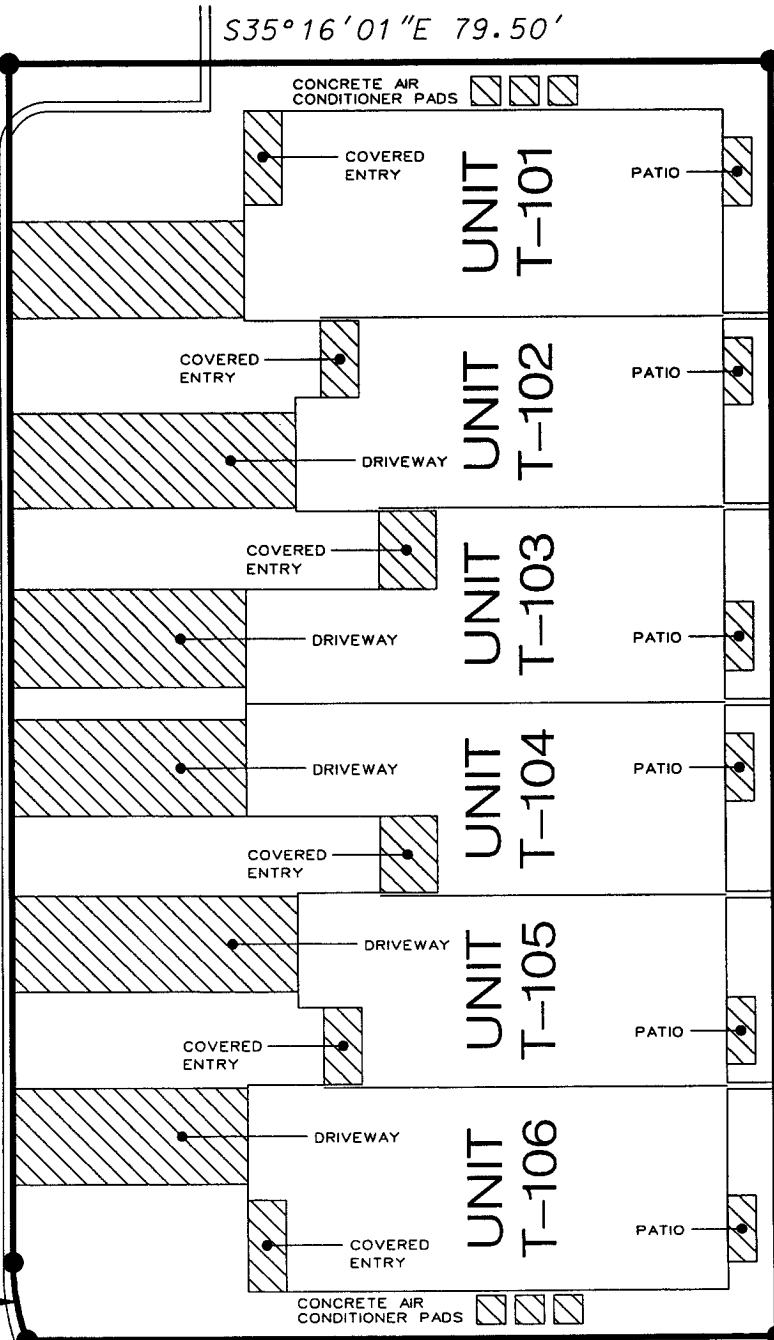
S54°43'59"W 132.67'

ARC = 8.38'  
RADIUS = 25.00'  
DELTA = 19°11'48"  
TB = N35°32'12"E

PT

POC

N35°16'01"W 78.11'



CONCRETE AIR CONDITIONER PADS

COVERED ENTRY

UNIT T-101

PATIO

COVERED ENTRY

UNIT T-102

PATIO

DRIVEWAY

COVERED ENTRY

UNIT T-103

PATIO

DRIVEWAY

DRIVEWAY

UNIT T-104

PATIO

COVERED ENTRY

UNIT T-105

PATIO

DRIVEWAY

COVERED ENTRY

UNIT T-106

PATIO

COVERED ENTRY

CONCRETE AIR CONDITIONER PADS

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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

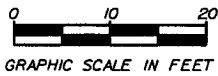
FIRST FLOOR PLAN

...DGN-Geopak\OJC3cdoT06.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE T

S35°16'01"E 79.50'

POINT OF  
BEGINNING



NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

ARC = 8.38'  
RADIUS = 25.00'  
DELTA = 19°11'48"  
TB = N35°32'12"E

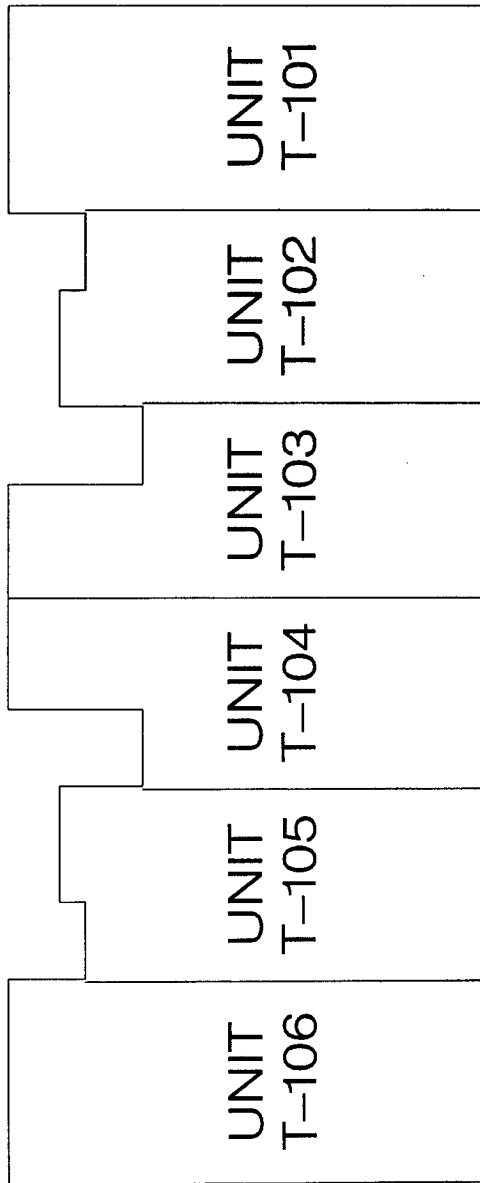
PT

POC

N35°16'01"W 78.11'

N54°43'59"E 124.45'

S54°43'59"W 132.67'



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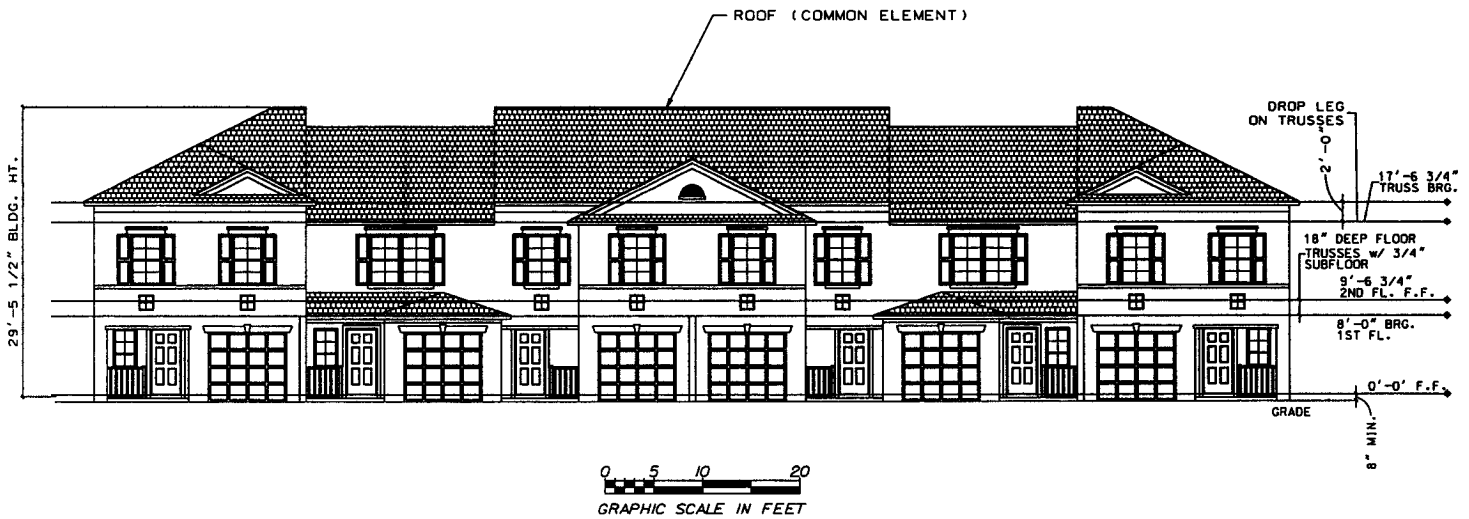
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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## SECOND FLOOR PLAN

...\\DGN-Geopak\OJC3cdoT07.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE T



NOTES:

- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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& ASSOCIATES, INCORPORATED**

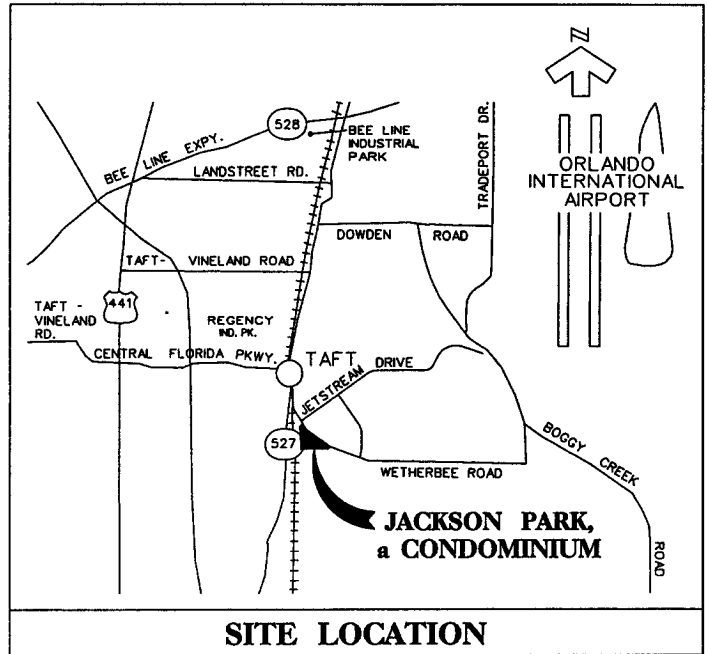
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BUILDING FRONT ELEVATION

...\\DGN-Geopak\0JC3cdoT08.dgn



# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE U



**SITE LOCATION**  
SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAIN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

SEE SHEETS 4 AND 5  
FOR PHASE U BOUNDARY

## SURVEYOR'S CERTIFICATE

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of Improvements of PHASE U of JACKSON PARK, a Condominium, described in this survey, plot plan and graphic description of Improvements on Sheets 1 thru 6, is substantially complete so that such

a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the identification, location, and dimensions of the Improvements, and further that the identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plot or map is for informational purposes only and is not valid.

David J. Peck, P.S.M.  
Florida Registration No. 6460

Date

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...\\DGN-Geopk\OJC3\cd\U01.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE U

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 104 THROUGH 105 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S35°16'01"E, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 576.76 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN S54°43'59"W, A DISTANCE OF 586.75 FEET TO A POINT OF BEGINNING; THENCE S35°14'15"E, A DISTANCE OF 92.67 FEET; THENCE S54°45'45"W, A DISTANCE OF 86.00 FEET, THENCE N35°14'15"W, A DISTANCE OF 92.67 FEET; THENCE N54°45'45"E, A DISTANCE OF 86.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.183 ACRES MORE OR LESS.

SEE SHEETS 4 AND 5  
FOR PHASE U BOUNDARY

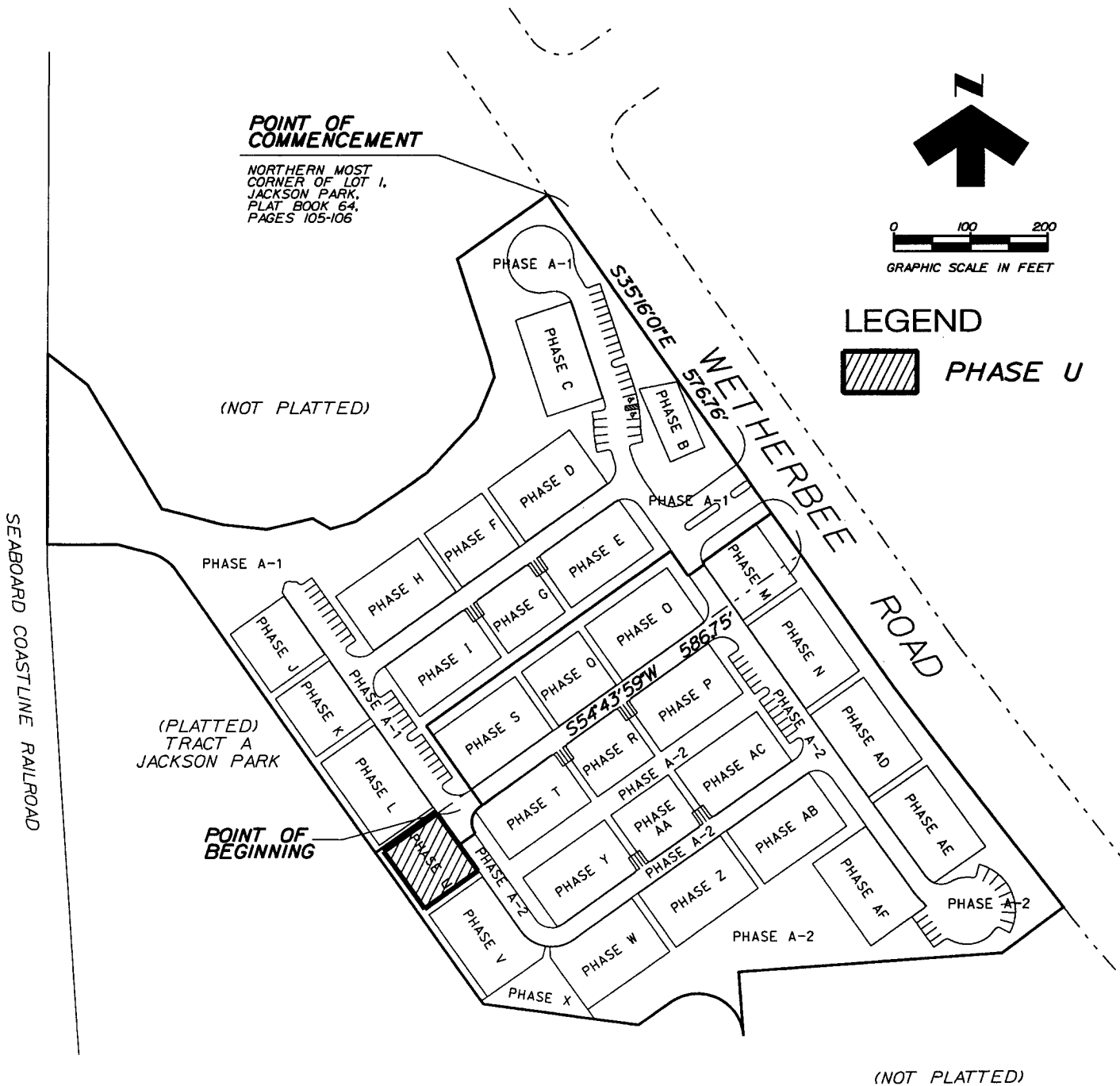
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LEGAL DESCRIPTION

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE U

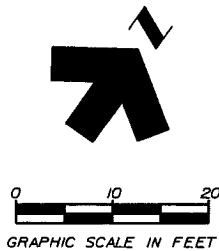
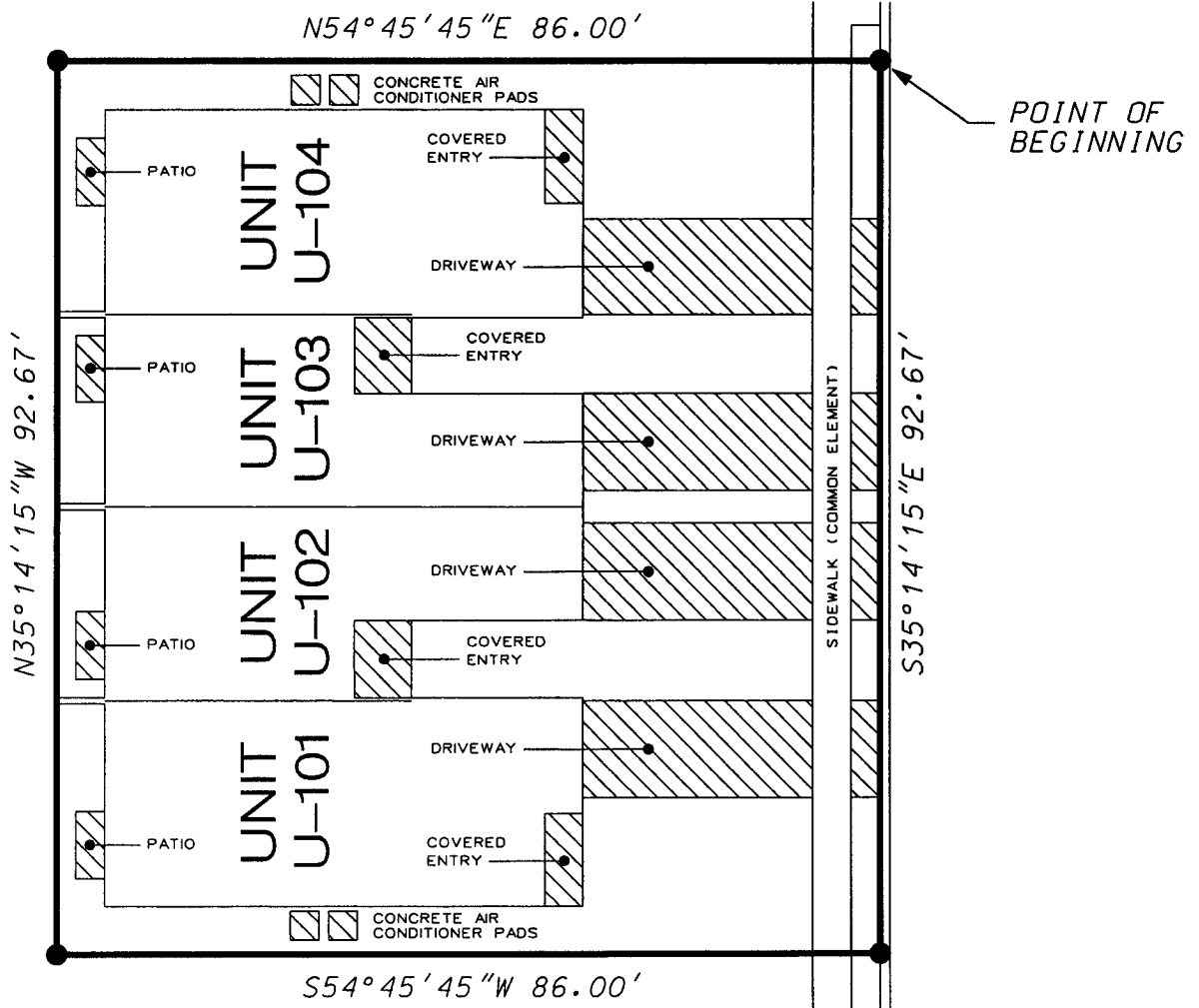


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ENGINEERING BUSINESS #1221

LOCATION PLAN  
...\\DGN-Geopak\OJC3cdaU05.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE U



### LEGEND

 LIMITED COMMON ELEMENT

NOTES:

- 1) DRIVEWAYS, COVERED ENTRIES, PATIOS AND CONCRETE AIR CONDITIONER PADS ARE LIMITED COMMON ELEMENTS.
- 2) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 3) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

SEE SHEET 2 FOR  
LEGAL DESCRIPTION

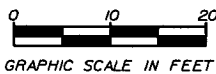
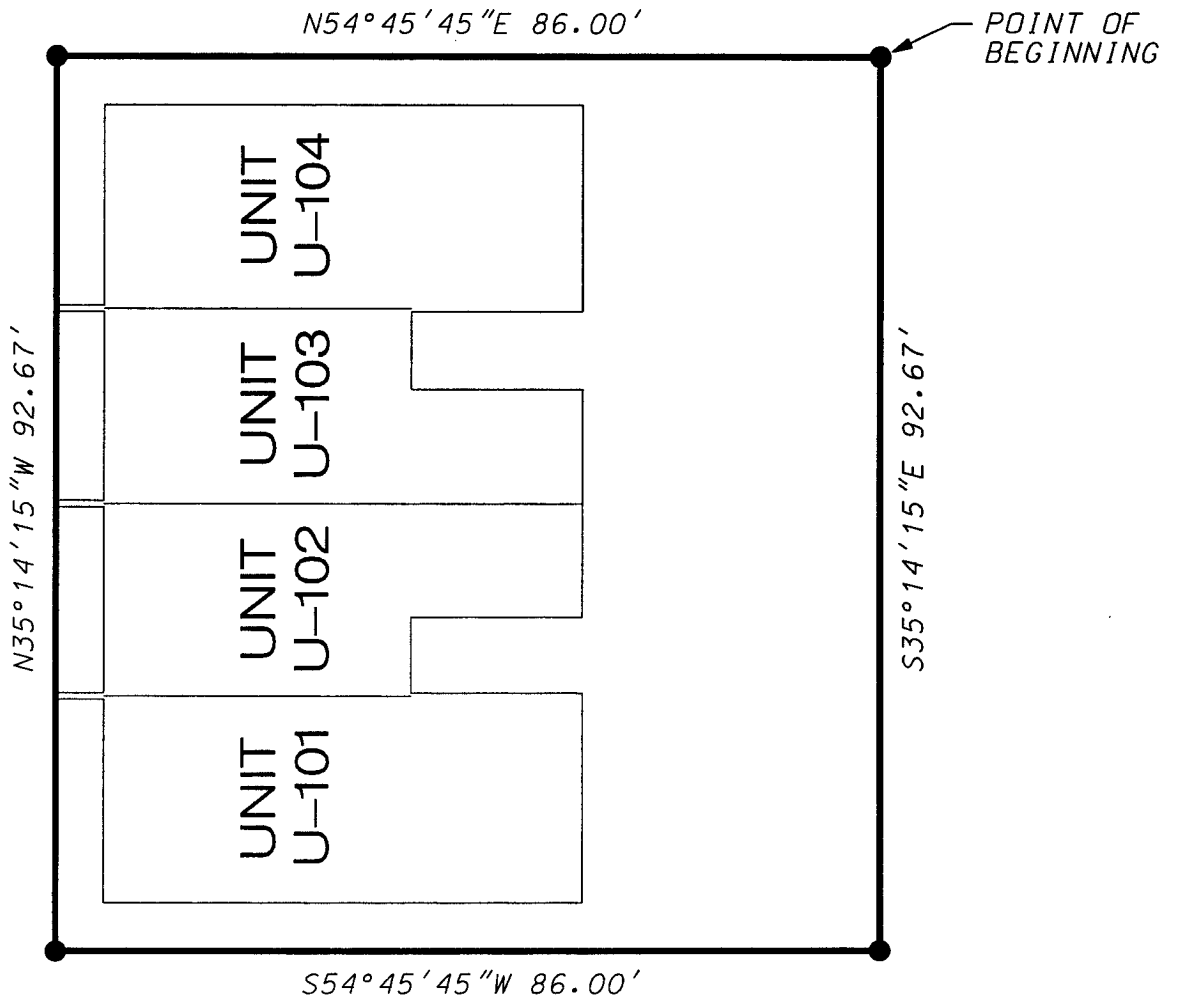
## FIRST FLOOR PLAN

..DGN-Geopak\OJC3cd\U06.dgn

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE U



NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**

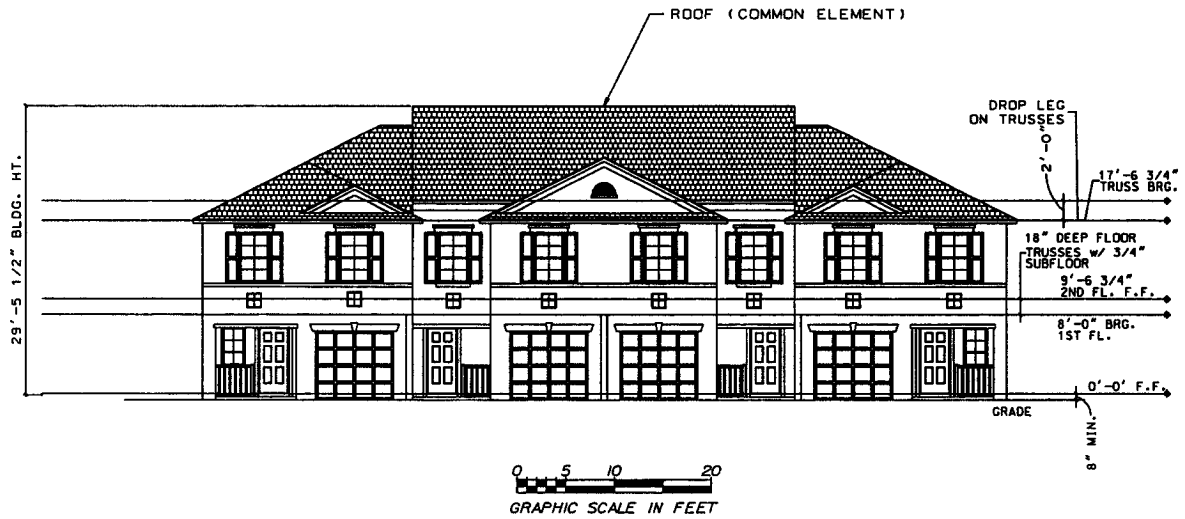
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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

**SECOND FLOOR PLAN**

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE U



NOTES:

- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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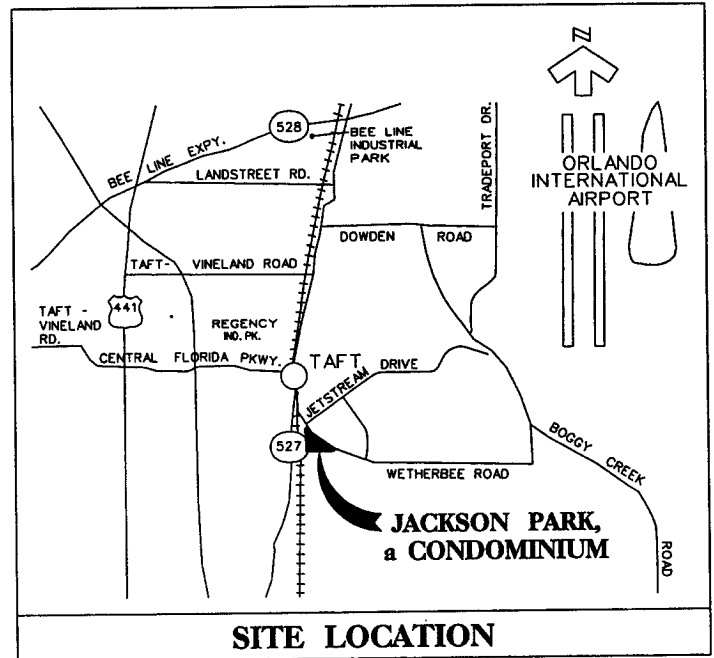
BUILDING FRONT ELEVATION

...\\DGN-Geopak\OJC\3cdoU08.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE V

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAIN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.



**SITE LOCATION**  
SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

## SURVEYOR'S CERTIFICATE

SEE SHEETS 4 AND 5  
FOR PHASE V BOUNDARY

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of improvements of PHASE V of JACKSON PARK, a Condominium, described in this survey, plot plan and graphic description of improvements on Sheets 1 thru 6, is substantially complete so that such

a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the identification, location, and dimensions of the improvements, and further that the identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.

David I. Peck, P.S.M.  
Florida Registration No. 6460

Date

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE V

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 104 THROUGH 105 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE  $S35^{\circ}16'01''E$ , ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 679.43 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN  $S54^{\circ}43'59''W$ , A DISTANCE OF 586.81 FEET TO A POINT OF BEGINNING; THENCE  $S35^{\circ}14'15''E$ , A DISTANCE OF 86.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF  $45^{\circ}17'53''$  AND A RADIUS OF 51.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 40.32 FEET; THENCE DEPARTING SAID CURVE, RUN  $S15^{\circ}05'26''W$ , A DISTANCE OF 15.27 FEET; THENCE  $S54^{\circ}45'45''W$ , A DISTANCE OF 89.38 FEET; THENCE  $N35^{\circ}14'15''W$ , A DISTANCE OF 132.67 FEET; THENCE  $N54^{\circ}45'45''E$ , A DISTANCE OF 86.00 FEET; TO THE POINT OF BEGINNING.

CONTAINING 0.268 ACRES MORE OR LESS.

SEE SHEETS 4 AND 5  
FOR PHASE V BOUNDARY

LEGAL DESCRIPTION

**BOWYER-SINGLETON**  
& ASSOCIATES, INCORPORATED

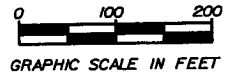
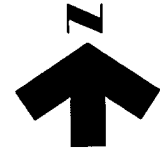
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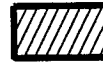
# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE V

**POINT OF COMMENCEMENT**

NORTHERN MOST  
CORNER OF LOT 1,  
JACKSON PARK,  
PLAT BOOK 64,  
PAGES 105-106



**LEGEND**



**PHASE V**

(NOT PLATTED)

(PLATTED)  
TRACT A  
JACKSON PARK

**POINT OF BEGINNING**

(NOT PLATTED)

SEABOARD COASTLINE RAILROAD

S35°16'00"E  
679.43'

WETHERBEE ROAD

S54°43'59"W  
586.81'

PHASE A-1

PHASE C

PHASE B

PHASE D

PHASE H

PHASE F

PHASE G

PHASE E

PHASE A-1

PHASE J

PHASE K

PHASE L

PHASE I

PHASE S

PHASE T

PHASE Y

PHASE X

PHASE W

PHASE Z

PHASE AA

PHASE AB

PHASE AC

PHASE AD

PHASE AE

PHASE AF

PHASE AG

PHASE A-1

PHASE M

PHASE N

PHASE O

PHASE P

PHASE Q

PHASE R

PHASE S

PHASE T

PHASE U

PHASE V

PHASE W

PHASE X

PHASE A-2

PHASE A-2

PHASE A-2

PHASE A-2

PHASE A-2

PHASE A-2

PHASE A-2

PHASE A-2

PHASE A-2

**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**

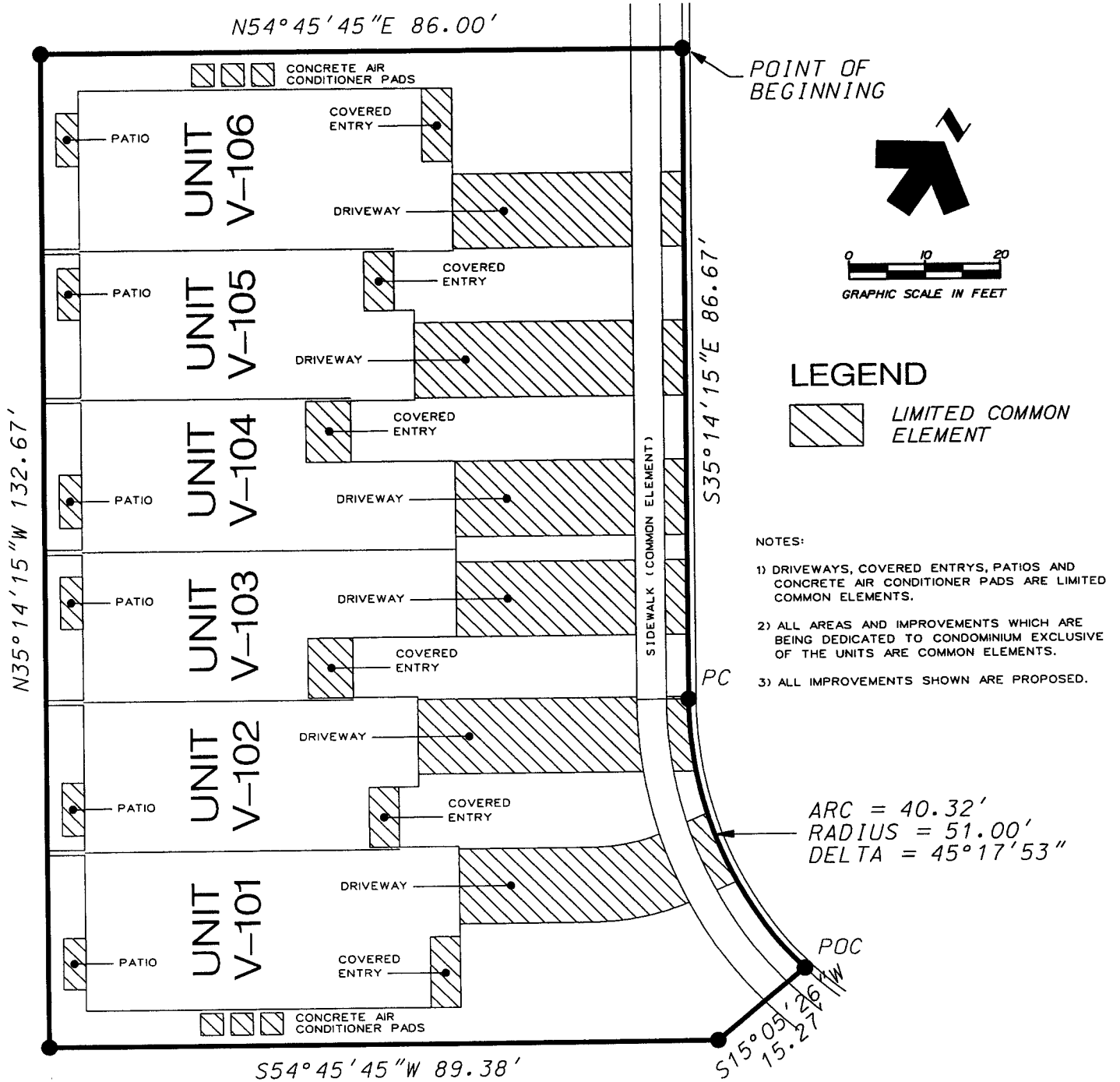
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**LOCATION PLAN**

...DGN-Geopak\OJC3cdv05.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE V

$N54^{\circ}45'45''E$  86.00'



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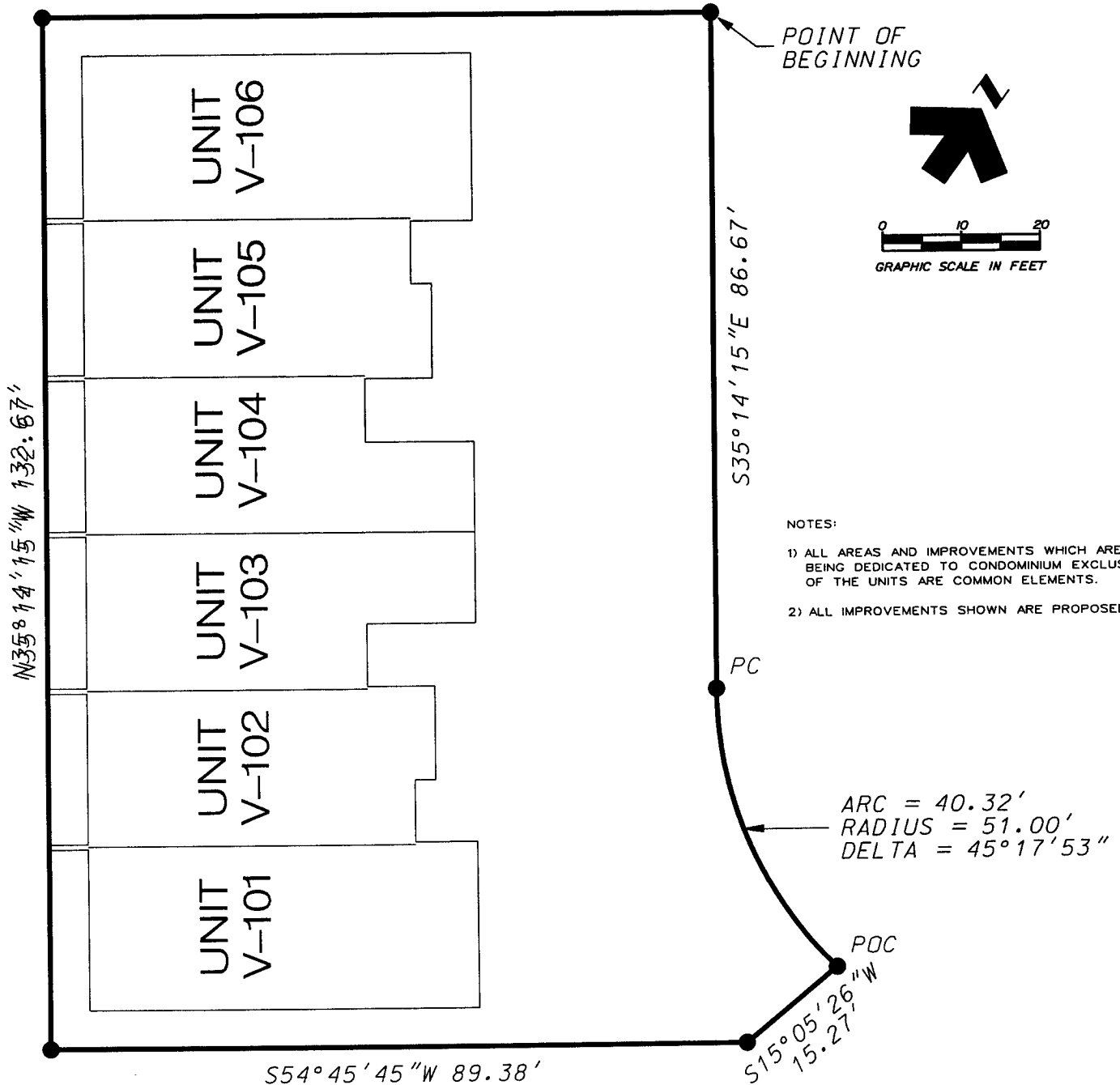
SEE SHEET 2 FOR  
LEGAL DESCRIPTION

**FIRST FLOOR PLAN**

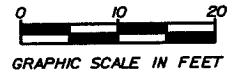
..DGN-Geopak\OJC3cdoV06.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE V

$N54^{\circ}45'45''E$  86.00'



POINT OF BEGINNING



NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

ARC = 40.32'  
RADIUS = 51.00'  
DELTA = 45°17'53"

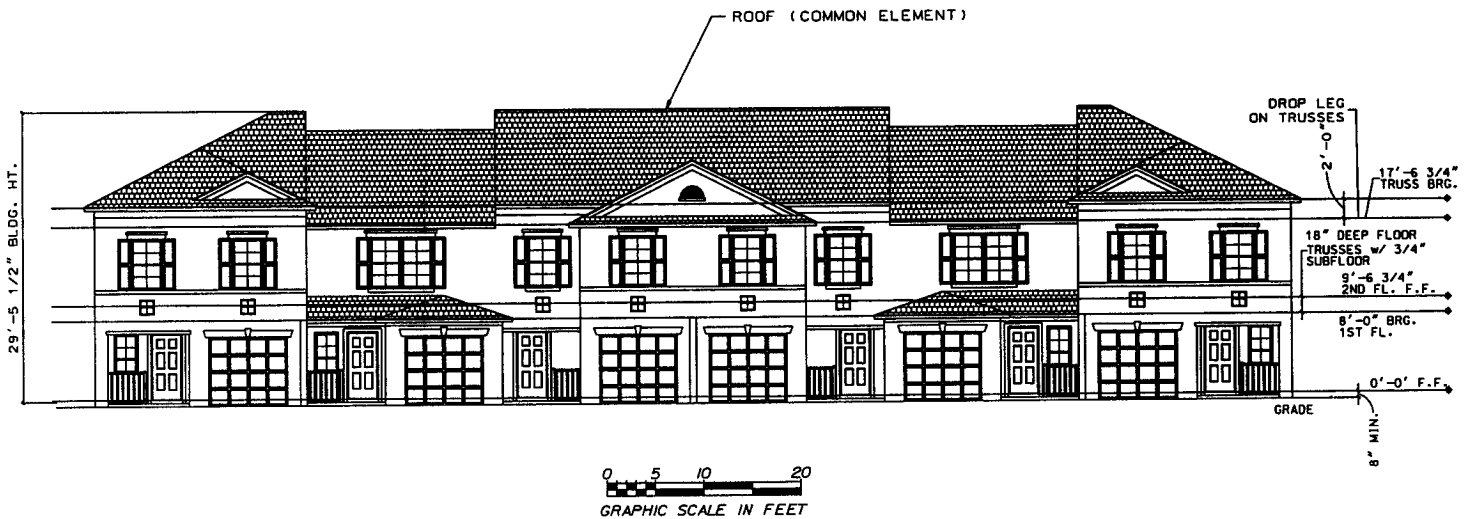
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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## SECOND FLOOR PLAN

...\\DGN-Geopak\OJC3cdv07.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE V



- NOTES:
- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
  - 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

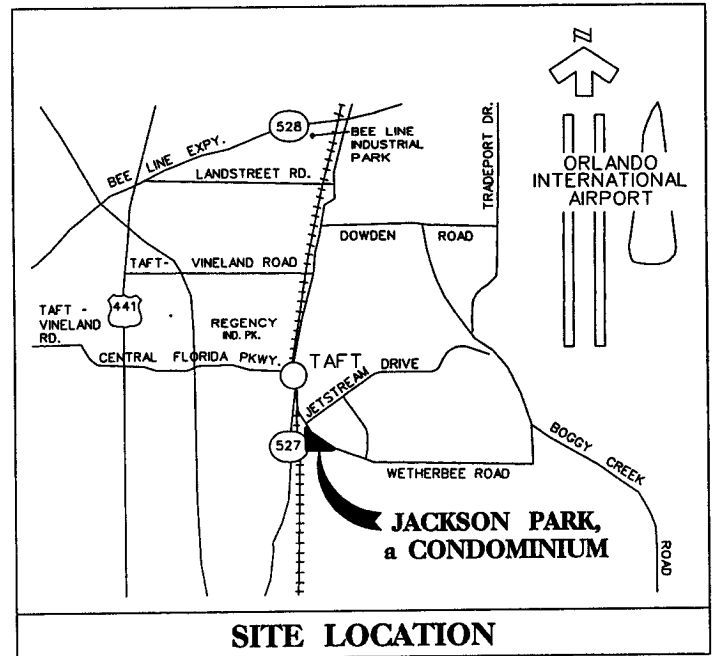
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**BUILDING FRONT ELEVATION**

...\\DGN-Geopak\OJC3cdoV08.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE W



SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAIN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

## SURVEYOR'S CERTIFICATE

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of improvements of PHASE W of JACKSON PARK, a Condominium, described in this survey, plot plan and graphic description of improvements on Sheets 1 thru 6, is substantially complete so that such

a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the identification, location, and dimensions of the improvements, and further that the identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.

David J. Peck, P.S.M.  
Florida Registration No. 6460

Date

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SEE SHEETS 4 AND 5  
FOR PHASE W BOUNDARY

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE W

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 104 THROUGH 105 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1 THE FOLLOWING TWO COURSES, RUN  $S35^{\circ}16'01''E$ , A DISTANCE OF 790.51 FEET; THENCE  $S36^{\circ}55'24''E$ , A DISTANCE OF 112.67 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN  $S54^{\circ}43'59''W$ , A DISTANCE OF 445.59 FEET TO A POINT OF BEGINNING; THENCE  $S54^{\circ}43'59''W$ , A DISTANCE OF 132.67 FEET; THENCE  $N35^{\circ}16'01''W$ , A DISTANCE OF 85.11 FEET; THENCE  $N02^{\circ}38'42''W$ , A DISTANCE OF 14.05 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF  $38^{\circ}14'53''$  AND A RADIUS OF 51.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 34.05 FEET TO THE POINT OF TANGENCY; THENCE  $N54^{\circ}43'59''E$ , A DISTANCE OF 93.52 FEET; THENCE  $S35^{\circ}16'01''E$ , A DISTANCE OF 86.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.265 ACRES MORE OR LESS.

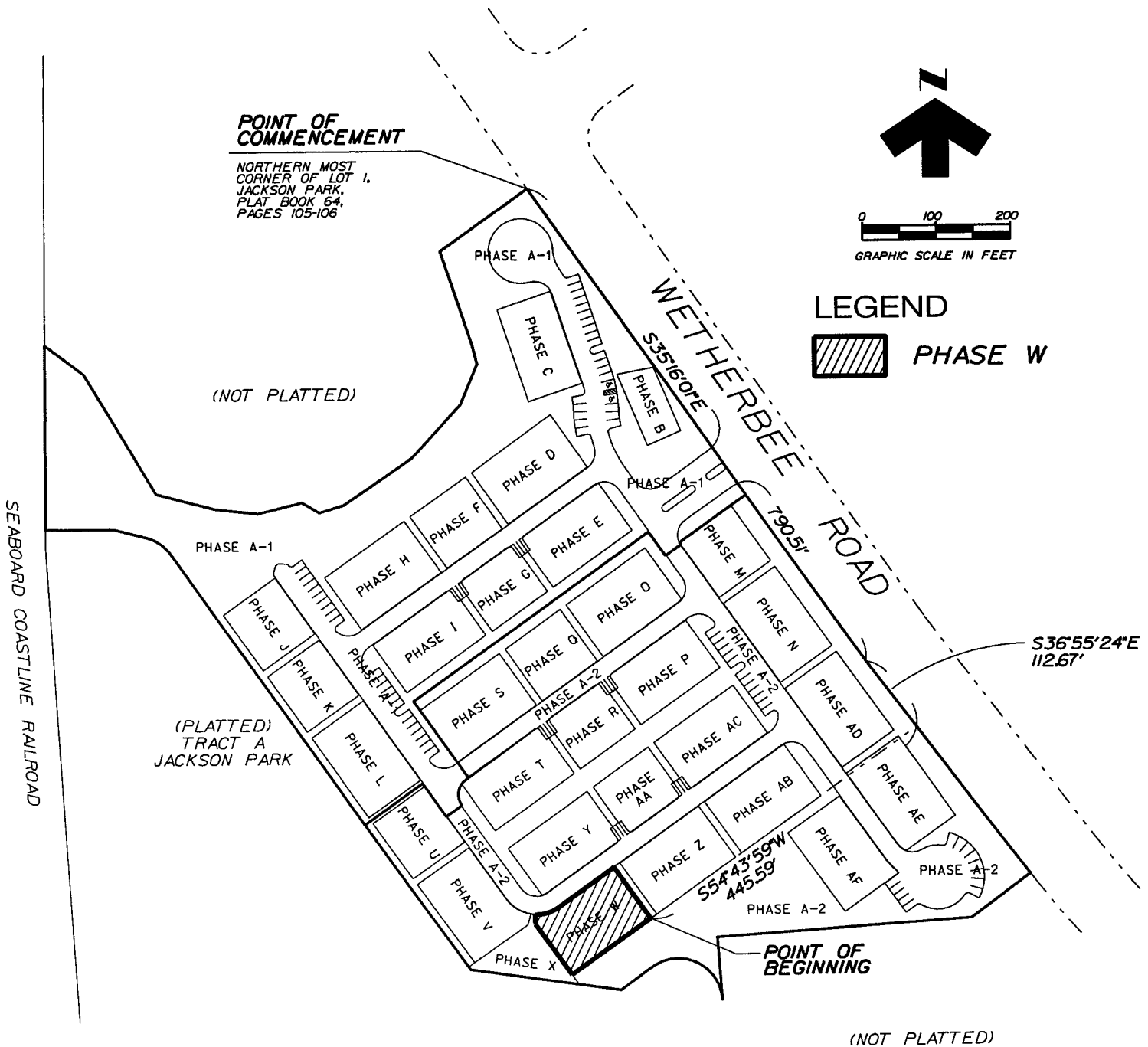
SEE SHEETS 4 AND 5  
FOR PHASE W BOUNDARY

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LEGAL DESCRIPTION

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE W

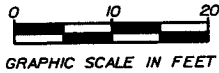


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## LOCATION PLAN

...\\DGN-Geopak\OJC3cd\W05.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE W



## LEGEND

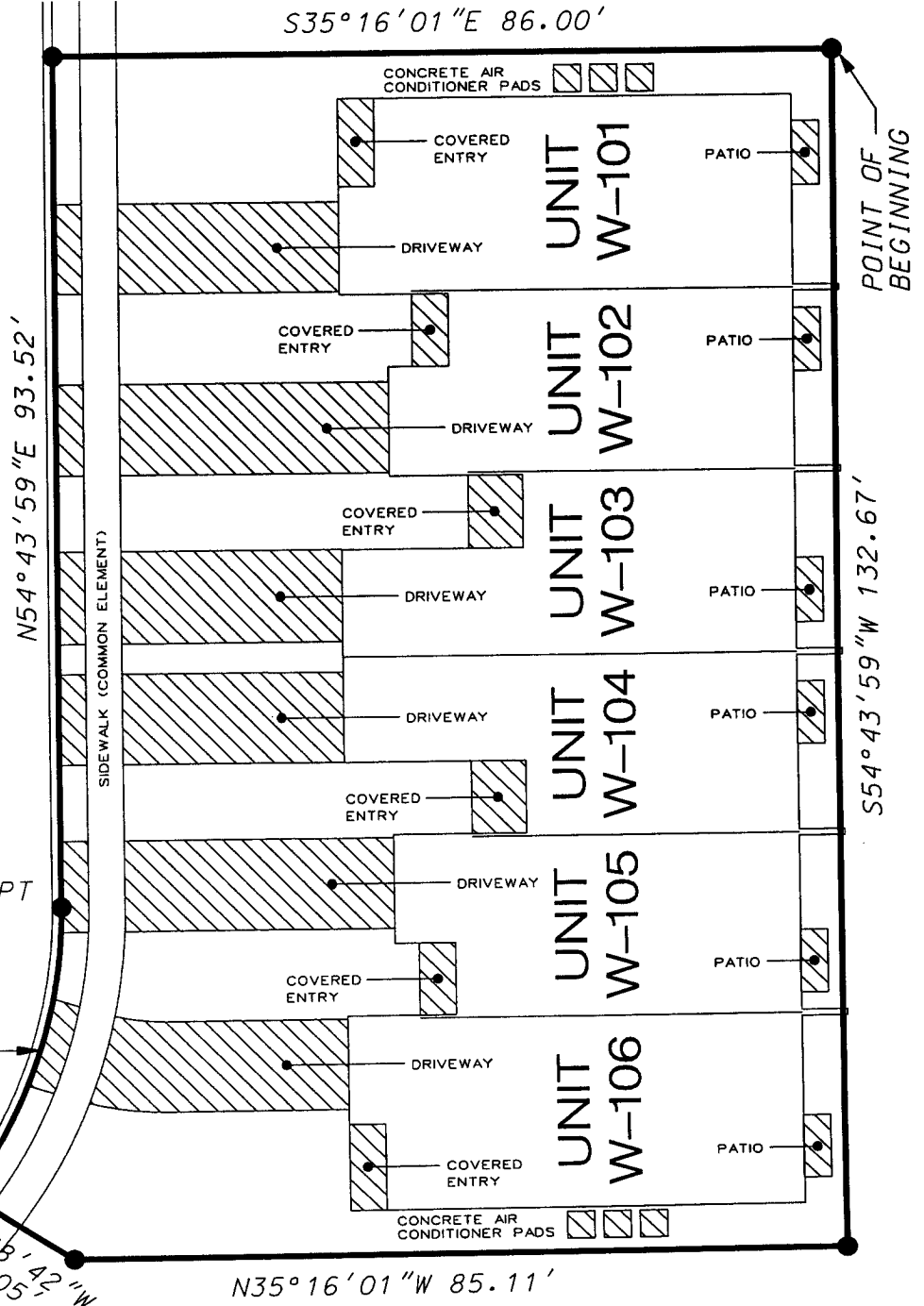


### NOTES:

- 1) DRIVEWAYS, COVERED ENTRIES, PATIOS AND CONCRETE AIR CONDITIONER PADS ARE LIMITED COMMON ELEMENTS.
- 2) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 3) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

ARC = 34.05'  
RADIUS = 51.00'  
DELTA = 38°14'53"  
TB = S87°01'08"E

POC  
N02°38'42"W  
14.05'



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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

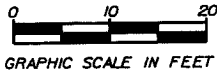
## FIRST FLOOR PLAN

...DGN-Geopak\QJC3cdd\W06.dgn



# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE W

S35°16'01"E 86.00'



NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

N54°43'59"E 93.52'

POINT OF BEGINNING

S54°43'59"W 132.67'

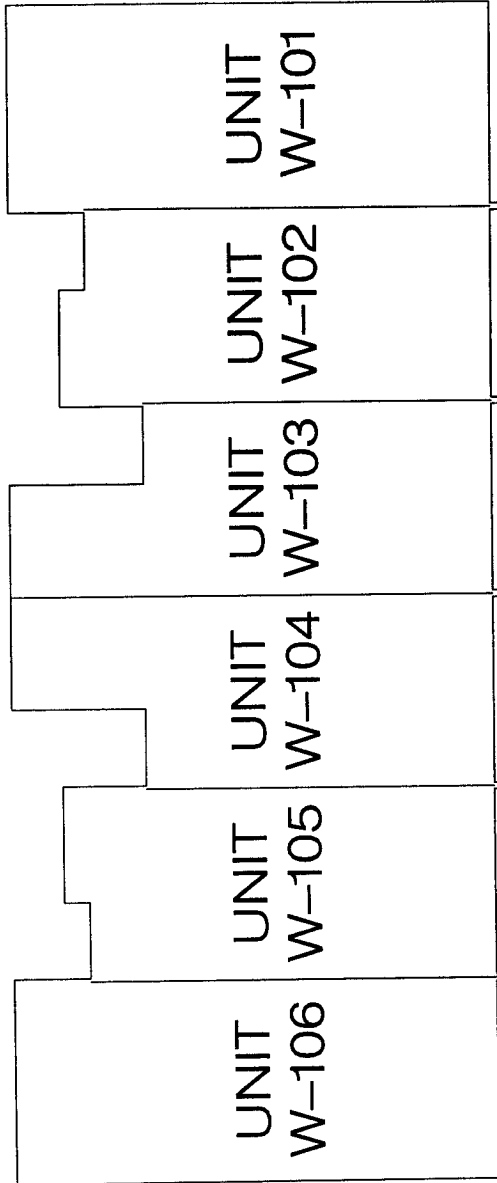
PT

ARC = 34.05'  
 RADIUS = 51.00'  
 DELTA = 38°14'53"  
 TB = S87°01'08"E

POC

N02°38'42"W  
 14.05'

N35°16'01"W 85.11'



SEE SHEET 2 FOR  
LEGAL DESCRIPTION

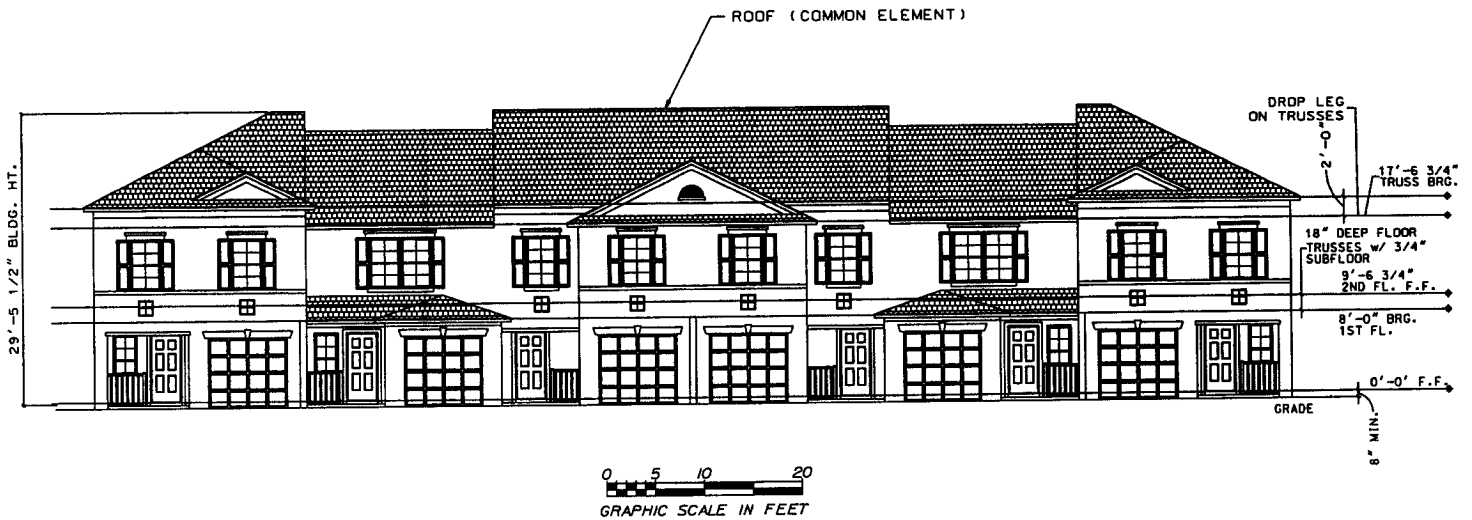
## SECOND FLOOR PLAN

...DGN-Geopak\OJC3cddW07.dgn

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE W



NOTES:

- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

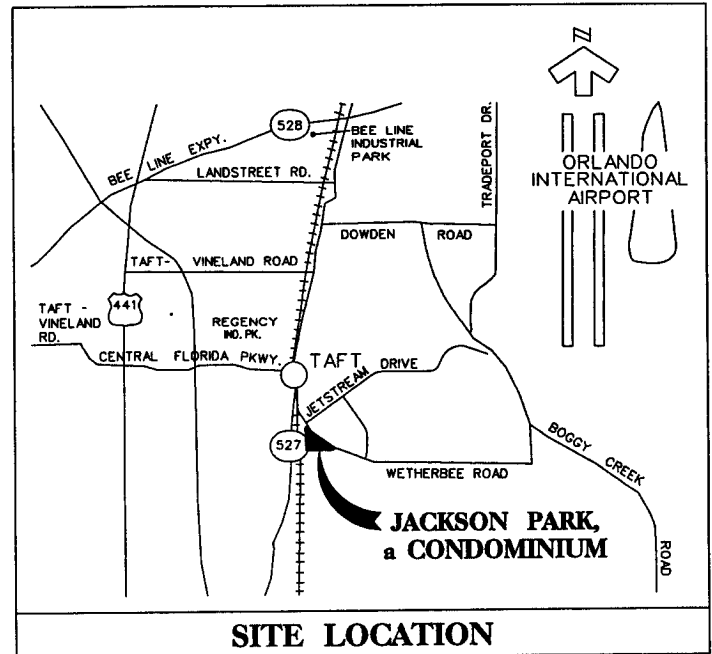
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BUILDING FRONT ELEVATION

...\\DGN-Geopak\OJC3cd\W08.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE X



SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAIN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

## SURVEYOR'S CERTIFICATE

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of Improvements of PHASE X of JACKSON PARK, a Condominium, described in this survey, plot plan and graphic description of Improvements on Sheets 1 thru 6, is substantially complete so that such

a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the Identification, location, and dimensions of the Improvements, and further that the Identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plot or map is for informational purposes only and is not valid.

David J. Peck, P.S.M.  
Florida Registration No. 6460

Date

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SEE SHEET 4 FOR  
PHASE X BOUNDARY

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE X

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 104 THROUGH 105 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1 THE FOLLOWING TWO COURSES, RUN  $S35^{\circ}16'01''E$ , A DISTANCE OF 790.51 FEET; THENCE  $S36^{\circ}55'24''E$ , A DISTANCE OF 112.67 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN  $S54^{\circ}43'59''W$ , A DISTANCE OF 578.26 FEET TO A POINT OF BEGINNING; THENCE  $S35^{\circ}16'01''E$ , A DISTANCE OF 16.02 FEET; THENCE  $N81^{\circ}50'33''W$ , A DISTANCE OF 148.53 FEET; THENCE  $N35^{\circ}14'15''W$ , A DISTANCE OF 5.00 FEET; THENCE  $N54^{\circ}45'45''E$ , A DISTANCE OF 99.38 FEET; THENCE  $N15^{\circ}05'26''E$ , A DISTANCE OF 15.27 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A CENTRAL ANGLE OF  $06^{\circ}28'59''$  AND A RADIUS OF 51.00 FEET; THENCE FROM A TANGENT BEARING OF  $S80^{\circ}32'08''E$ , RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 5.77 FEET; THENCE DEPARTING SAID CURVE, RUN  $S02^{\circ}38'42''E$ , A DISTANCE OF 14.05 FEET; THENCE  $S35^{\circ}16'01''E$ , A DISTANCE OF 85.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.141 ACRES, MORE OR LESS.

SEE SHEET 4 FOR  
PHASE X BOUNDARY

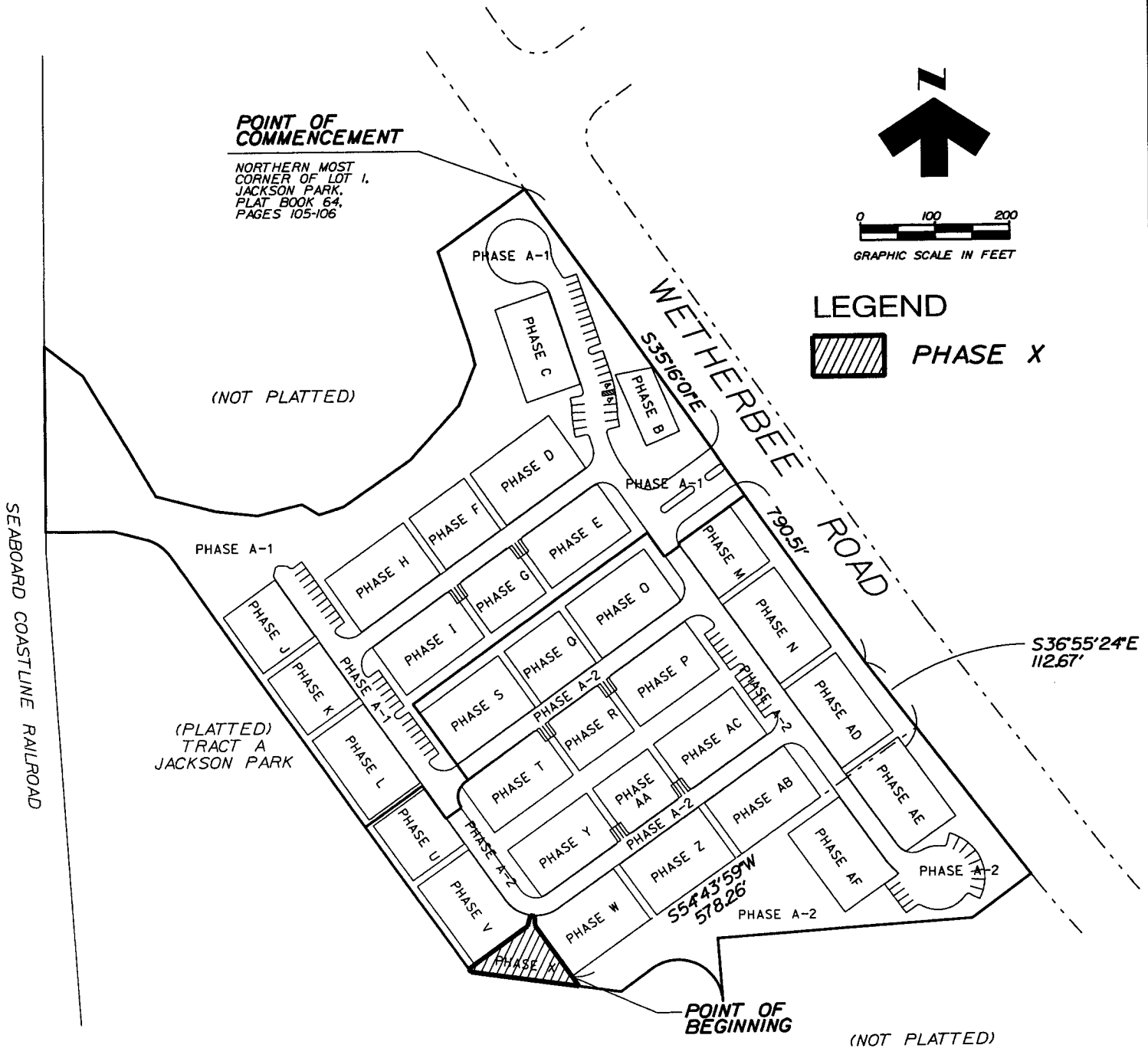
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ENGINEERING BUSINESS #1221

LEGAL DESCRIPTION

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE X

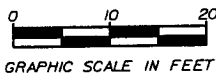
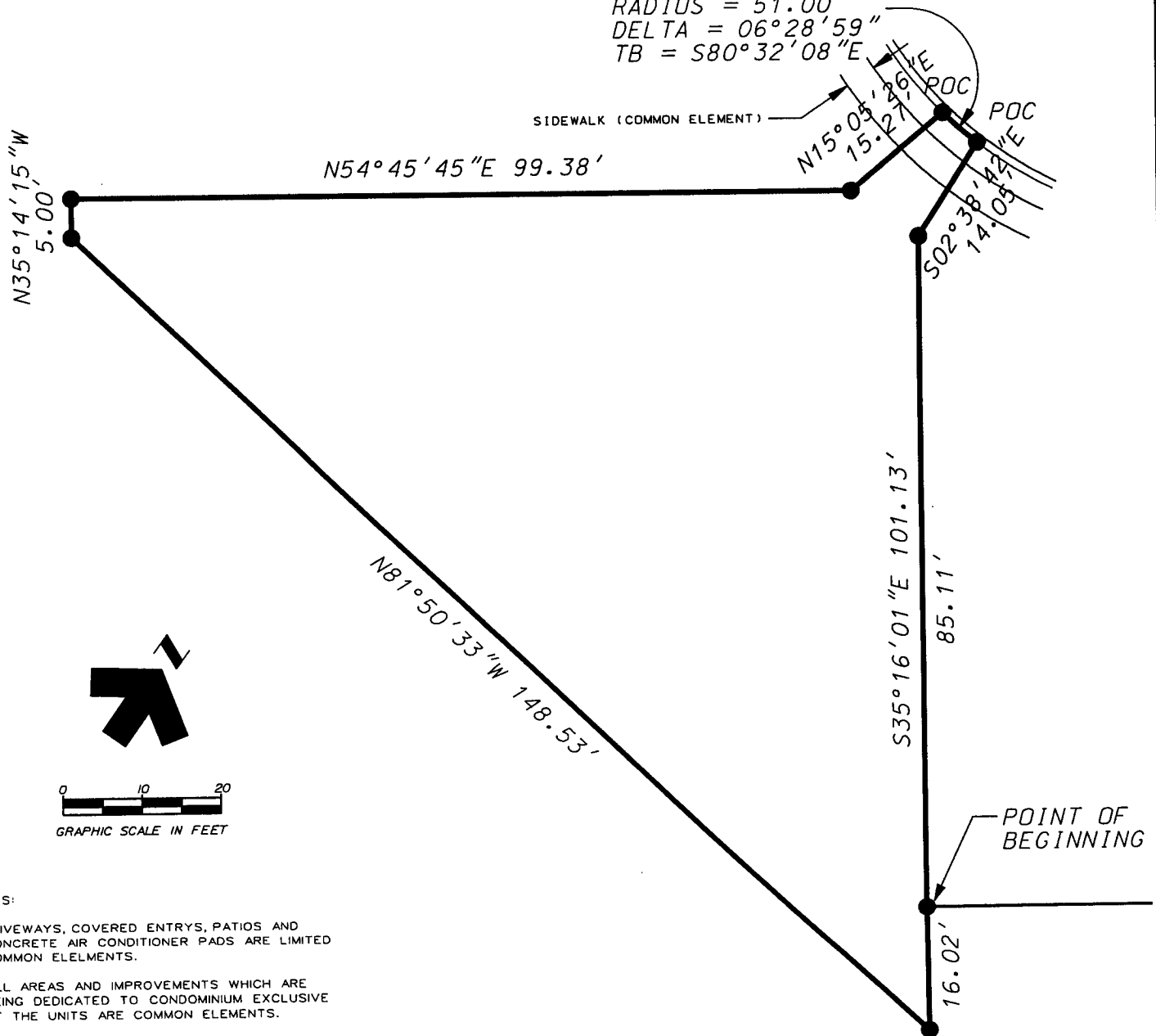


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LOCATION PLAN  
...\\DGN-Geopak\OJC.3cdoX05.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE X

ARC = 5.77'  
RADIUS = 51.00'  
DELTA = 06°28'59"  
TB = S80°32'08"E



NOTES:

- 1) DRIVEWAYS, COVERED ENTRIES, PATIOS AND CONCRETE AIR CONDITIONER PADS ARE LIMITED COMMON ELEMENTS.
- 2) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 3) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

**BOWYER-SINGLETON  
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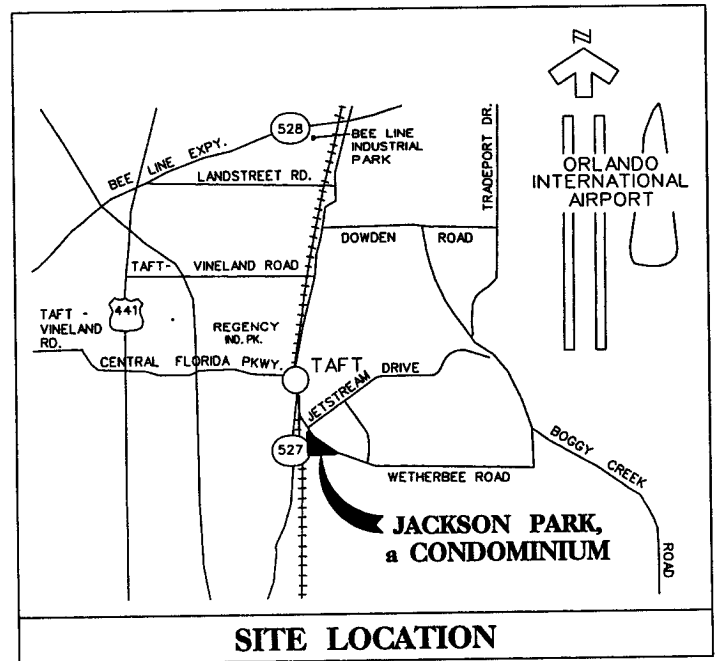
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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

OPEN SPACE

...DGN-GeopaK\OJC.3cdoX06.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE Y



SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAIN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

SEE SHEETS 4 AND 5  
FOR PHASE Y BOUNDARY

## SURVEYOR'S CERTIFICATE

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of Improvements of PHASE Y of JACKSON PARK, a Condominium, described in this survey, plot plan and graphic description of Improvements on Sheets 1 thru 6, is substantially complete so that such

a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the identification, location, and dimensions of the Improvements, and further that the identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plot or map is for informational purposes only and is not valid.

David I. Peck, P.S.M.  
Florida Registration No. 6460

Date

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE Y

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 104 THROUGH 105 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE  $S35^{\circ}16'01''E$ , ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 711.63 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN  $S54^{\circ}43'59''W$ , A DISTANCE OF 411.33 FEET TO A POINT OF BEGINNING ;  $S35^{\circ}16'01''E$ , A DISTANCE OF 79.50 FEET; THENCE  $S54^{\circ}43'59''W$ , A DISTANCE OF 124.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF  $19^{\circ}01'26''$  AND A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.30 FEET; THENCE  $N35^{\circ}16'01''W$ , A DISTANCE OF 78.13 FEET; THENCE  $N54^{\circ}43'59''E$ , A DISTANCE OF 132.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.242 ACRES MORE OR LESS.

SEE SHEETS 4 AND 5  
FOR PHASE Y BOUNDARY

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& ASSOCIATES, INCORPORATED**

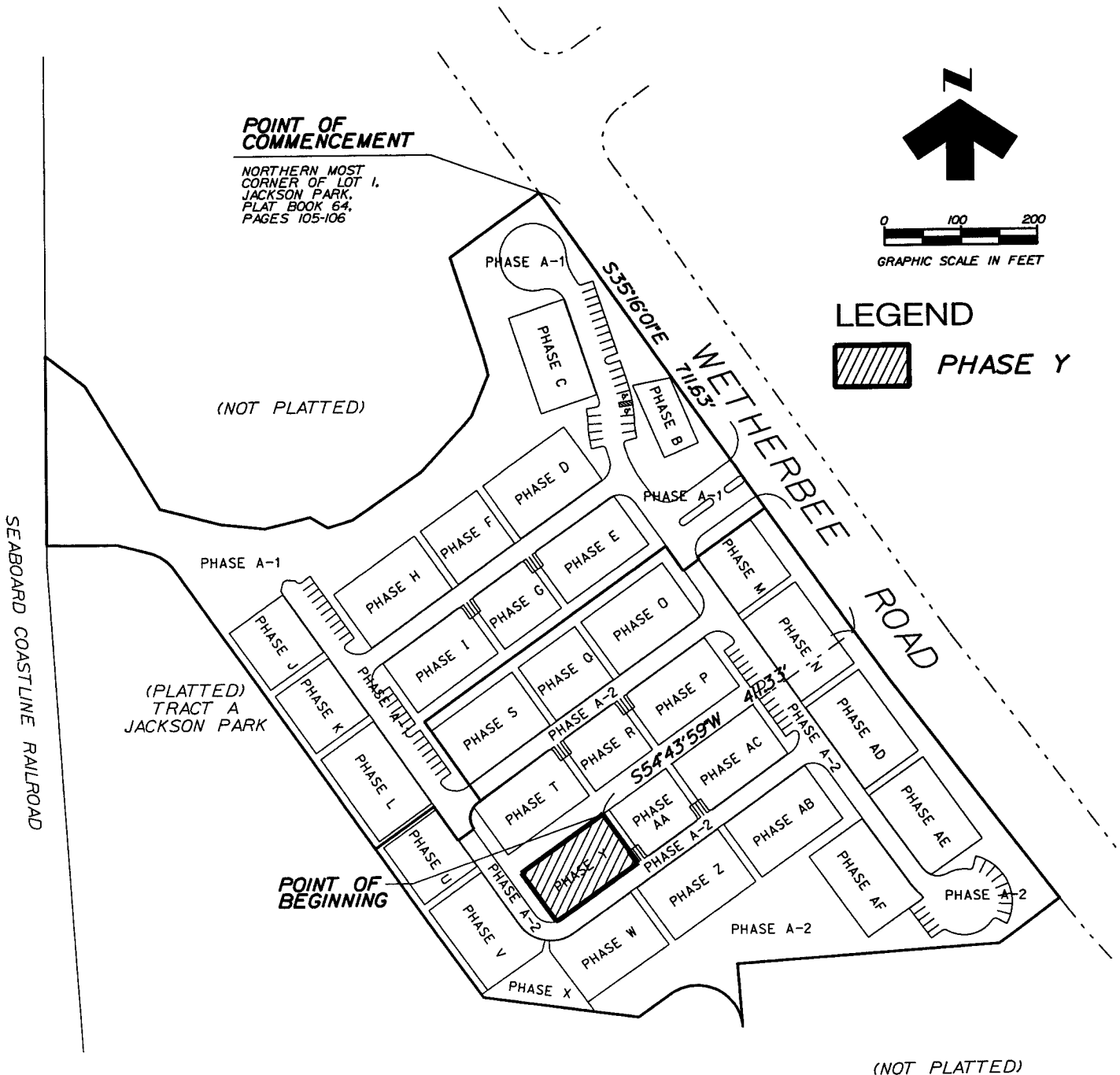
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LEGAL DESCRIPTION

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE Y



**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**

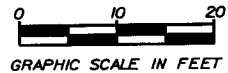
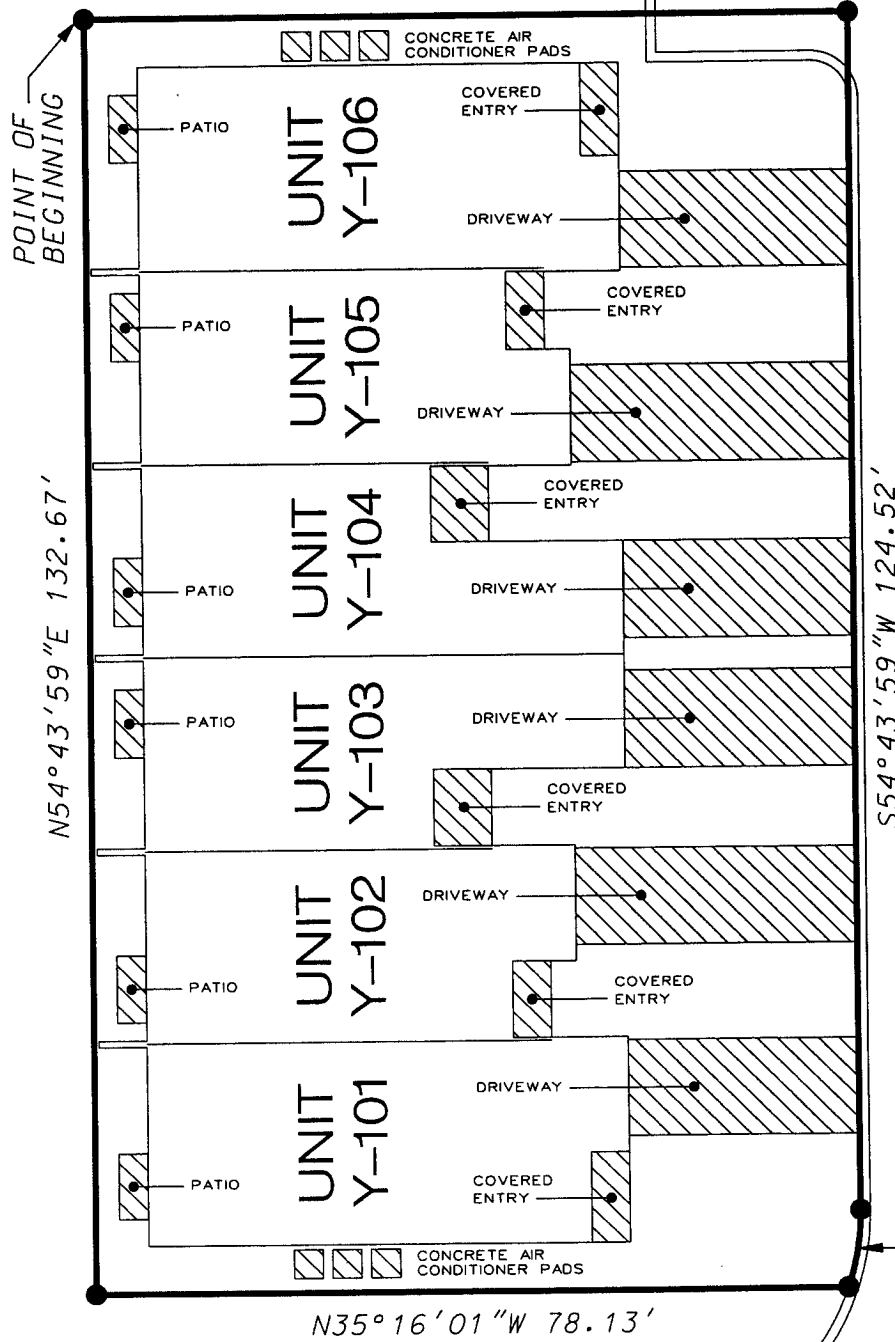
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LOCATION PLAN

...\\DGN-Geopak\OJC3cdo\05.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE Y

S35°16'01"E 79.50'



### LEGEND

 LIMITED COMMON ELEMENT

### NOTES:

- 1) DRIVEWAYS, COVERED ENTRIES, PATIOS AND CONCRETE AIR CONDITIONER PADS ARE LIMITED COMMON ELEMENTS.
- 2) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 3) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

ARC = 8.30'  
RADIUS = 25.00'  
DELTA = 19°01'26"

SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## FIRST FLOOR PLAN

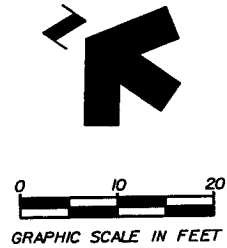
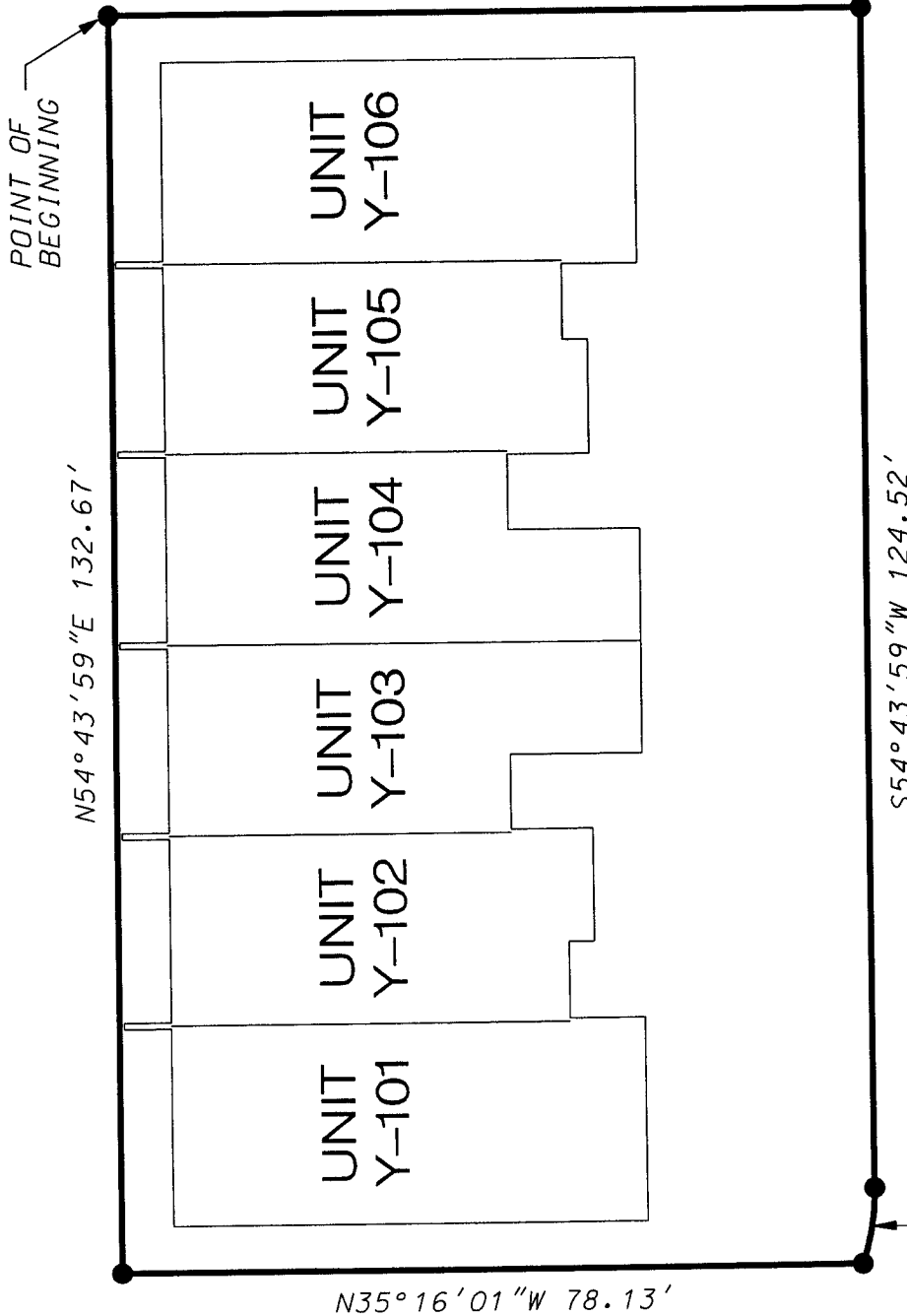
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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE Y

$S35^{\circ}16'01''E$  79.50'



NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

ARC = 8.30'  
RADIUS = 25.00'  
DELTA = 19°01'26''

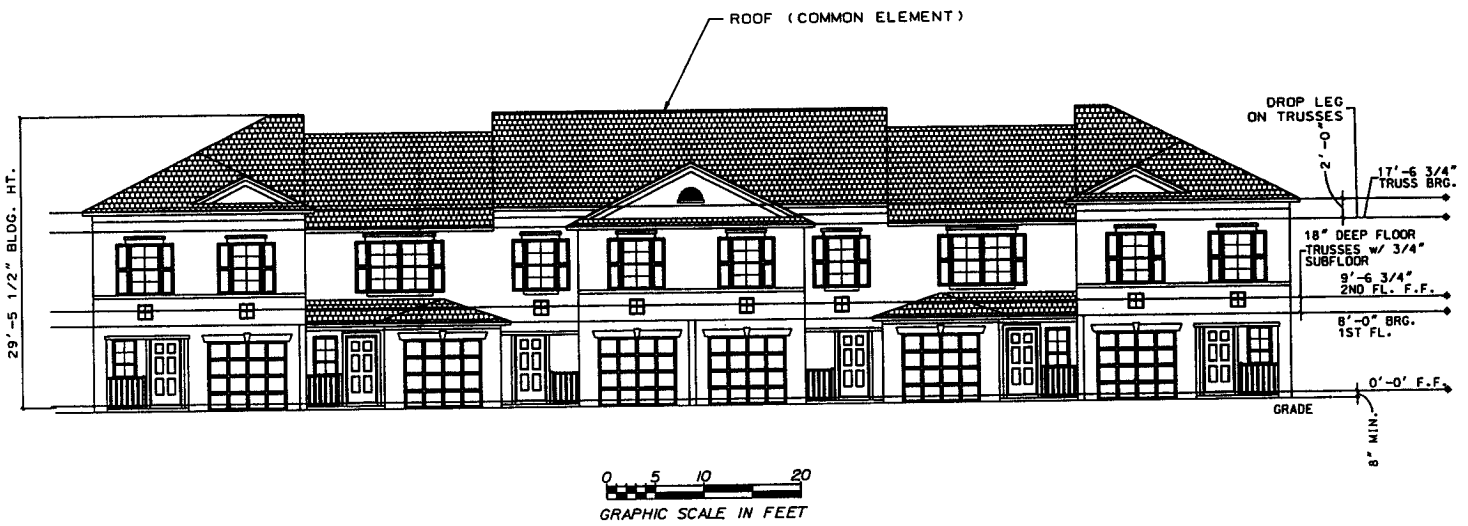
SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## SECOND FLOOR PLAN

...\\DGN-GeopaK\OJC3cdaY07.dgn

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE Y



- NOTES:
- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
  - 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

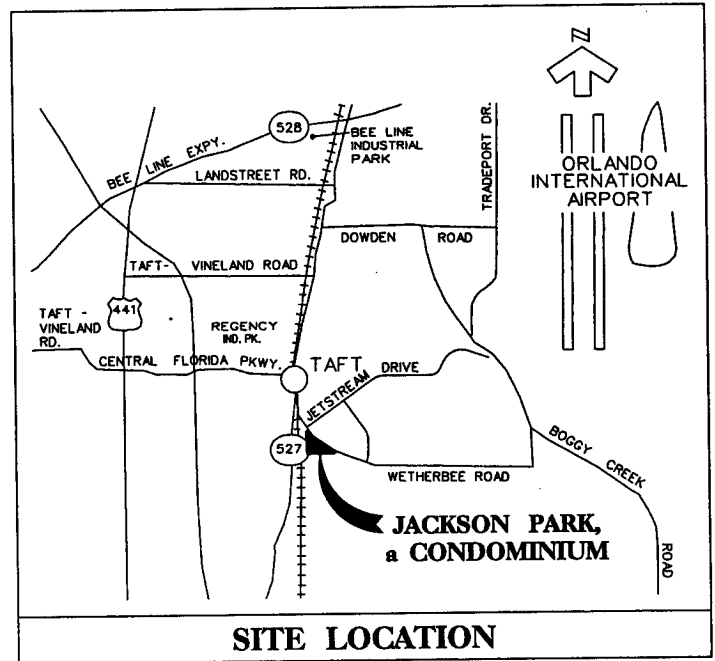
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**BUILDING FRONT ELEVATION**

...DGN-Geopak\OJC3cd0Y0B.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE Z



SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

## SURVEYOR'S CERTIFICATE

SEE SHEETS 4 AND 5  
FOR PHASE Z BOUNDARY

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of Improvements of PHASE Z of JACKSON PARK, a Condominium, described in this survey, plat plan and graphic description of Improvements on Sheets 1 thru 6, is substantially complete so that such

a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the identification, location, and dimensions of the Improvements, and further, that the identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.

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ENGINEERING BUSINESS #1221

David I. Peck, P.S.M.  
Florida Registration No. 6460

Date

...DGN-Geopak\0JC3cdoZ01.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE Z

## LEGAL DESCRIPTION

---

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 104 THROUGH 105 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1 THE FOLLOWING TWO COURSES, RUN  $S35^{\circ}16'01''E$ , A DISTANCE OF 790.51 FEET; THENCE  $S36^{\circ}55'24''E$ , A DISTANCE OF 112.67 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN  $S54^{\circ}43'59''W$ , A DISTANCE OF 302.92 FEET TO A POINT OF BEGINNING; THENCE  $S54^{\circ}43'59''W$ , A DISTANCE OF 132.67 FEET; THENCE  $N35^{\circ}16'01''W$ , A DISTANCE OF 86.00 FEET; THENCE  $N54^{\circ}43'59''E$ , A DISTANCE OF 132.67 FEET; THENCE  $S35^{\circ}16'01''E$ , A DISTANCE OF 86.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.262 ACRES MORE OR LESS.

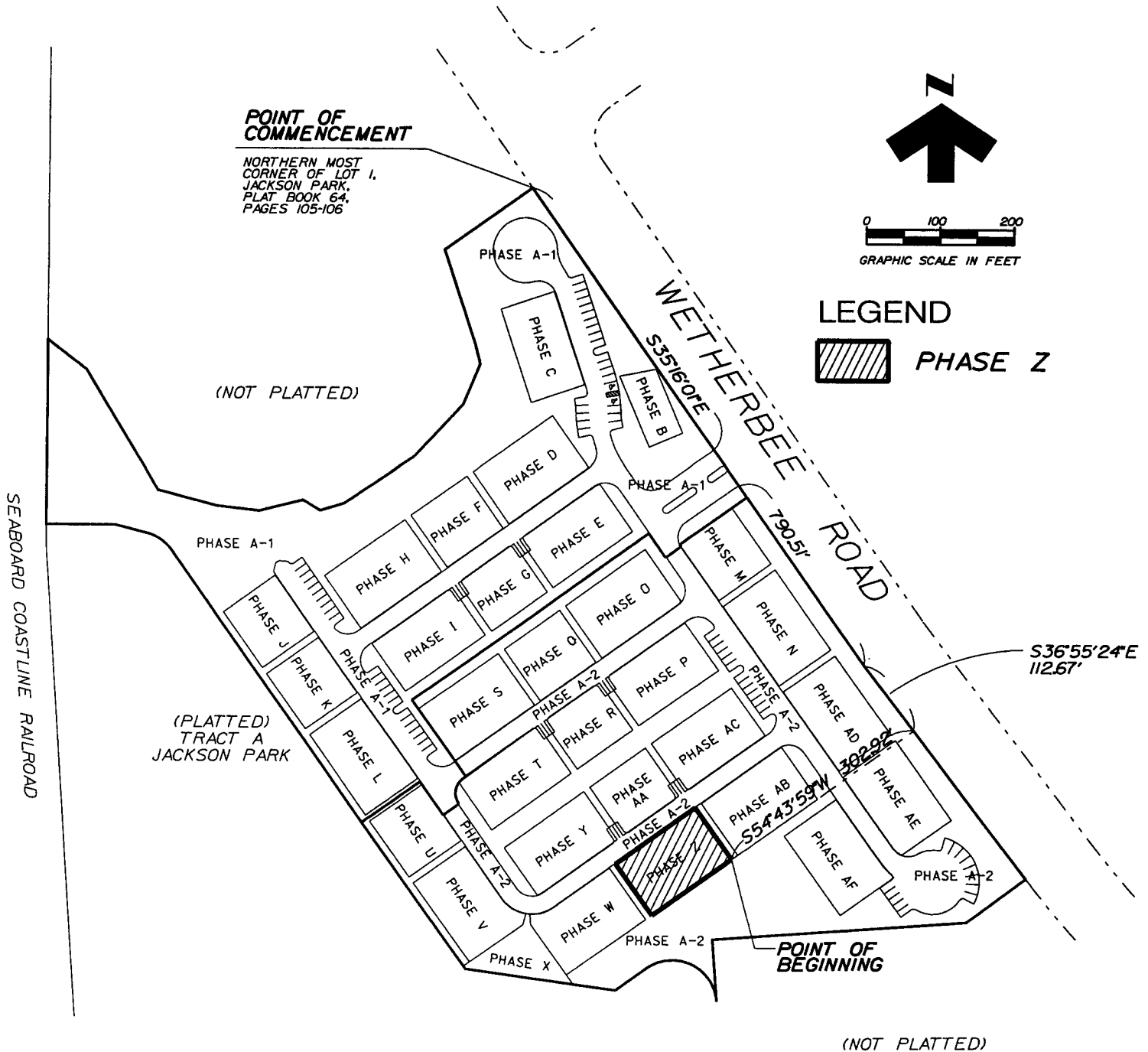
SEE SHEETS 4 AND 5  
FOR PHASE Z BOUNDARY

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LEGAL DESCRIPTION

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE Z



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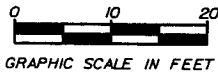
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LOCATION PLAN

...\\DGN-Geopak\OJC3cdoZ05.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE Z

S35°16'01"E 86.00'



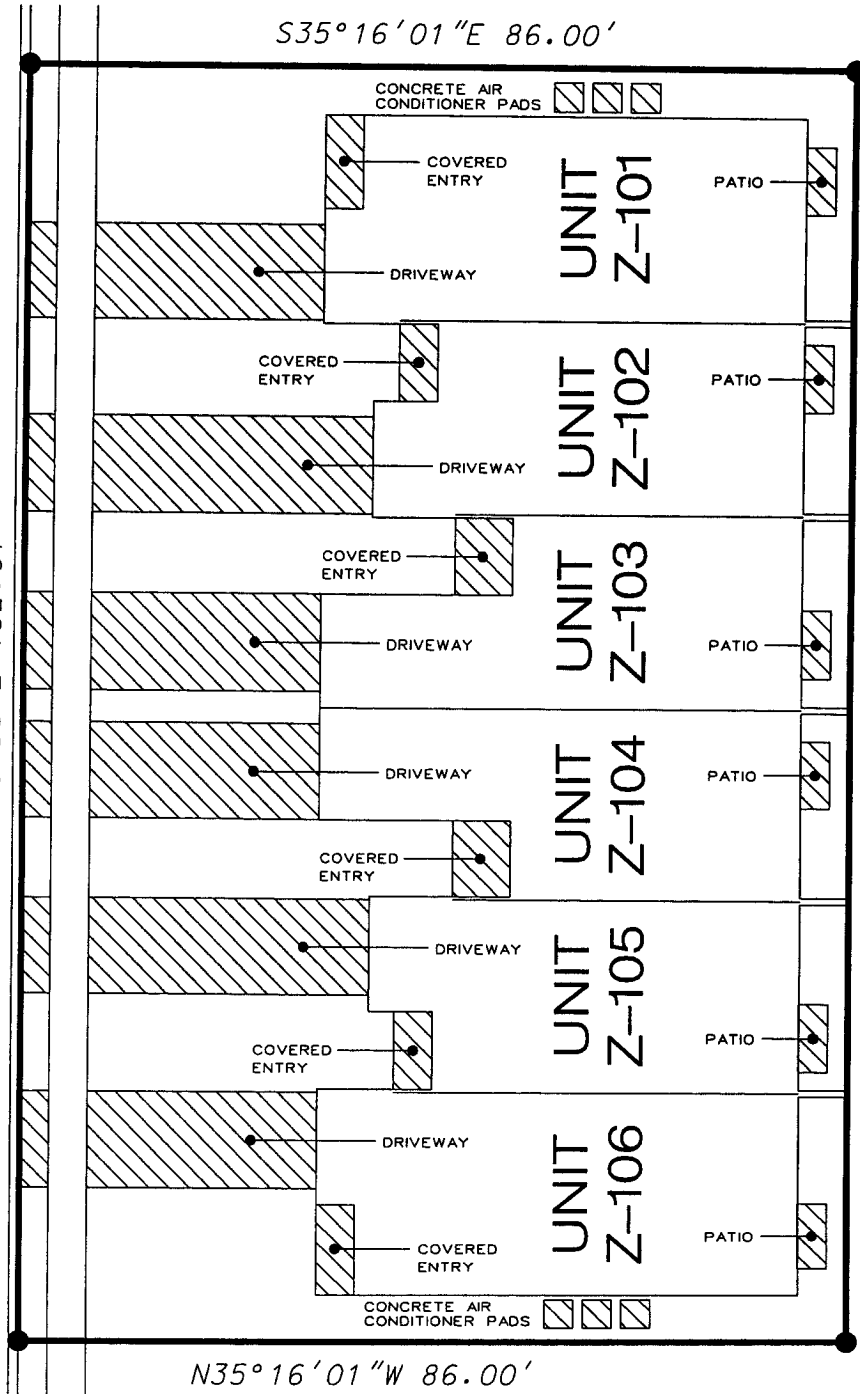
## LEGEND



### NOTES:

- 1) DRIVEWAYS, COVERED ENTRIES, PATIOS AND CONCRETE AIR CONDITIONER PADS ARE LIMITED COMMON ELEMENTS.
- 2) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 3) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

N54°43'59"E 132.67'



POINT OF BEGINNING

S54°43'59"W 132.67'

N35°16'01"W 86.00'

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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

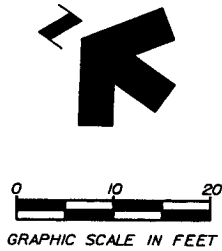
## FIRST FLOOR PLAN

...DGN-Geopak\OJC3cdoZ06.dgn



# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE Z

S35°16'01"E 86.00'



N54°43'59"E 132.67'

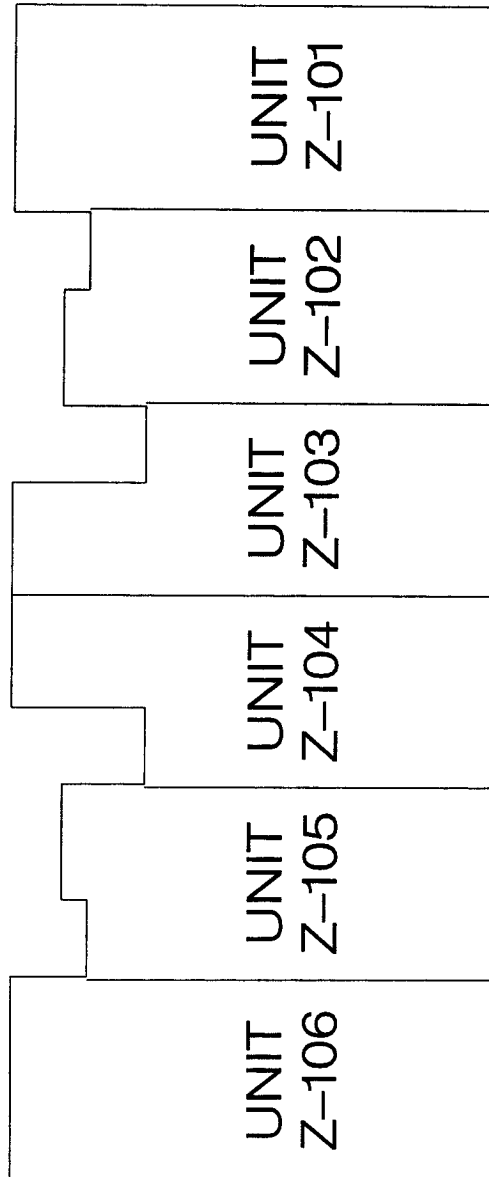
POINT OF BEGINNING

S54°43'59"W 132.67'

N35°16'01"W 86.00'

NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.



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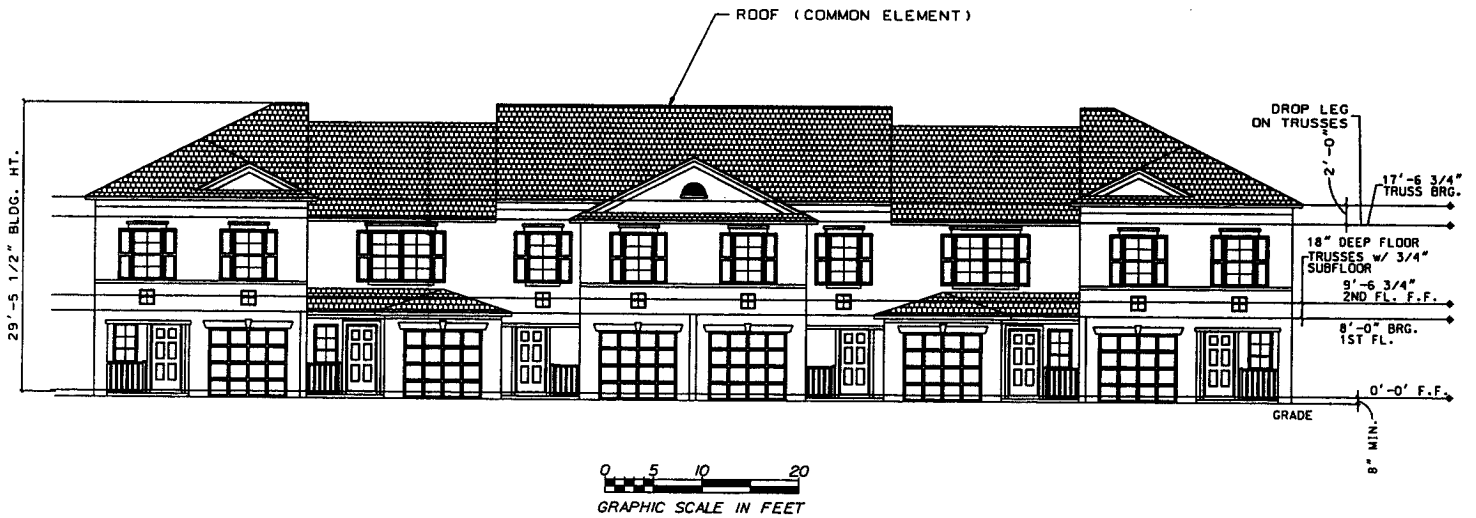
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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## SECOND FLOOR PLAN

..\_DGN-Geopak\QJC3cdoZ07.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE Z



NOTES:

- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

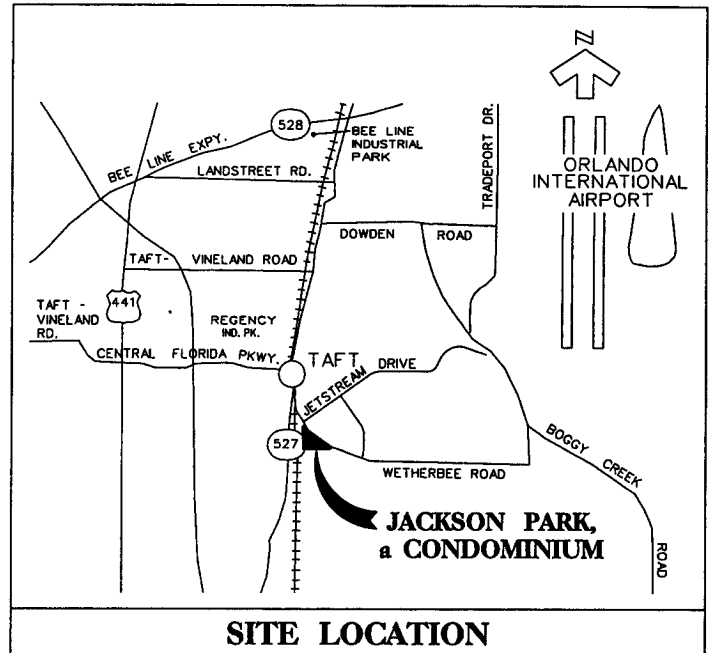
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**BUILDING FRONT ELEVATION**

...\\DGN-Geopak\QJC3cdo208.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AA



SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAIN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

SEE SHEETS 4 AND 5  
FOR PHASE AA BOUNDARY

## SURVEYOR'S CERTIFICATE

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of improvements of PHASE AA of JACKSON PARK, a Condominium, described in this survey, plot plan and graphic description of Improvements on Sheets 1 thru 6, is substantially complete so that such a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the Identification, location, and dimensions of the Improvements, and further that the Identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plot or map is for informational purposes only and is not valid.

David I. Peck, P.S.M.  
Florida Registration No. 6460

Date: \\_DGN-Geopak\OJC3cdoAA01.dgn

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AA

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 104 THROUGH 105 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S35°16'01"E, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 711.63 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN S54°43'59"W, A DISTANCE OF 308.67 FEET TO A POINT OF BEGINNING; THENCE S35°16'01"E, A DISTANCE OF 79.50 FEET; THENCE S54°43'59"W, A DISTANCE OF 92.67 FEET, THENCE N35°16'01"W, A DISTANCE OF 79.50 FEET, THENCE N54°43'59"E, A DISTANCE OF 92.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.169 ACRES MORE OR LESS.

SEE SHEETS 4 AND 5  
FOR PHASE AA BOUNDARY

LEGAL DESCRIPTION

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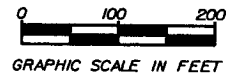
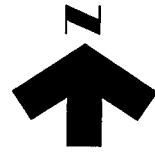
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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AA

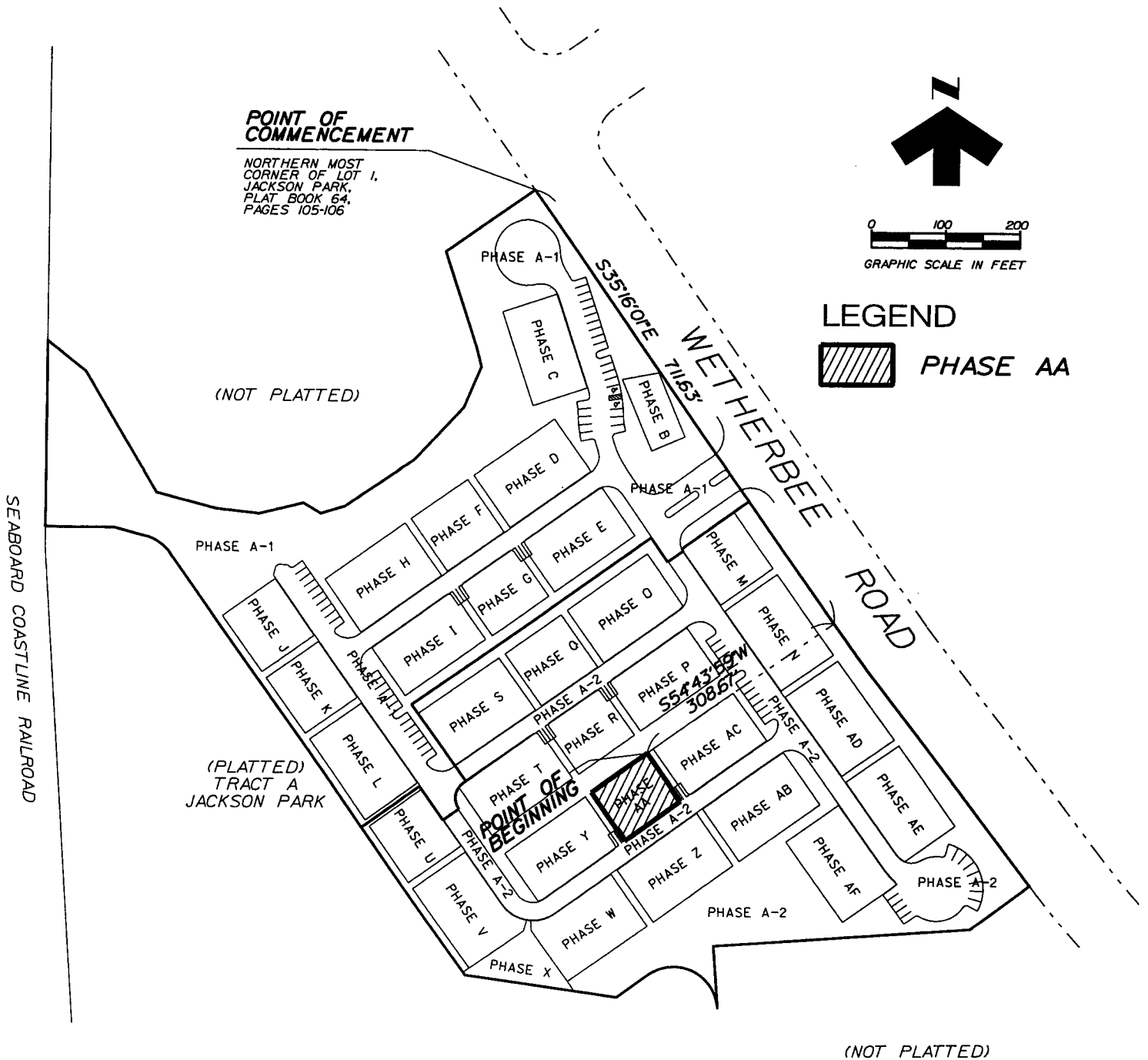
**POINT OF COMMENCEMENT**

NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, PLAT BOOK 64, PAGES 105-106



**LEGEND**

 PHASE AA



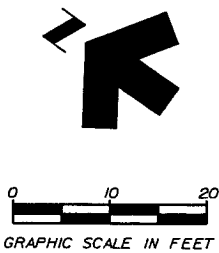
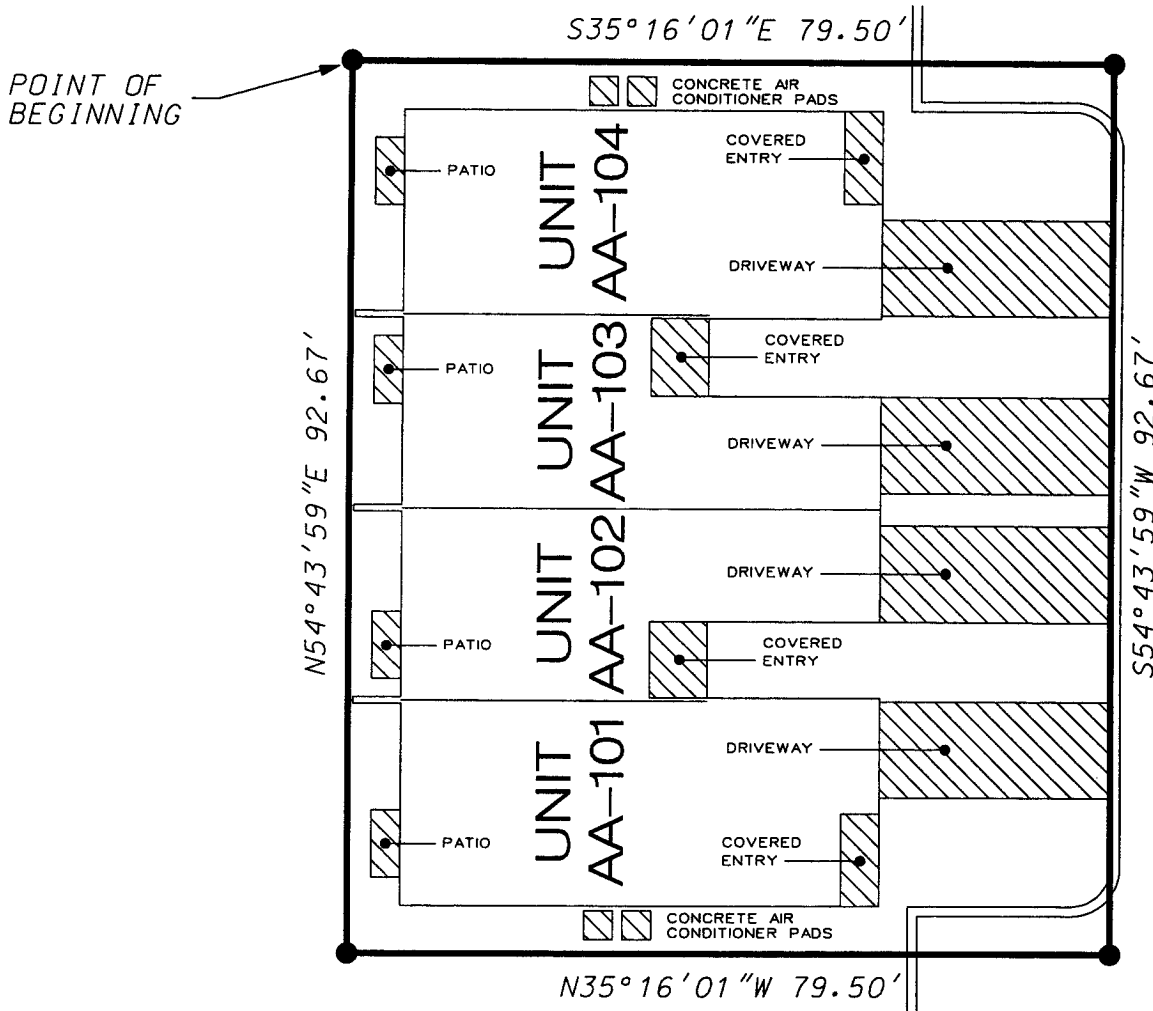
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## LOCATION PLAN

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AA



**LEGEND**

 LIMITED COMMON ELEMENT

- NOTES:
- 1) DRIVEWAYS, COVERED ENTRIES, PATIOS AND CONCRETE AIR CONDITIONER PADS ARE LIMITED COMMON ELEMENTS.
  - 2) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
  - 3) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

**BOWYER-SINGLETON & ASSOCIATES, INCORPORATED**

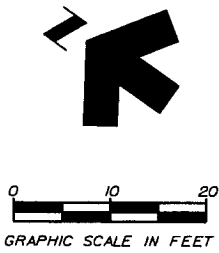
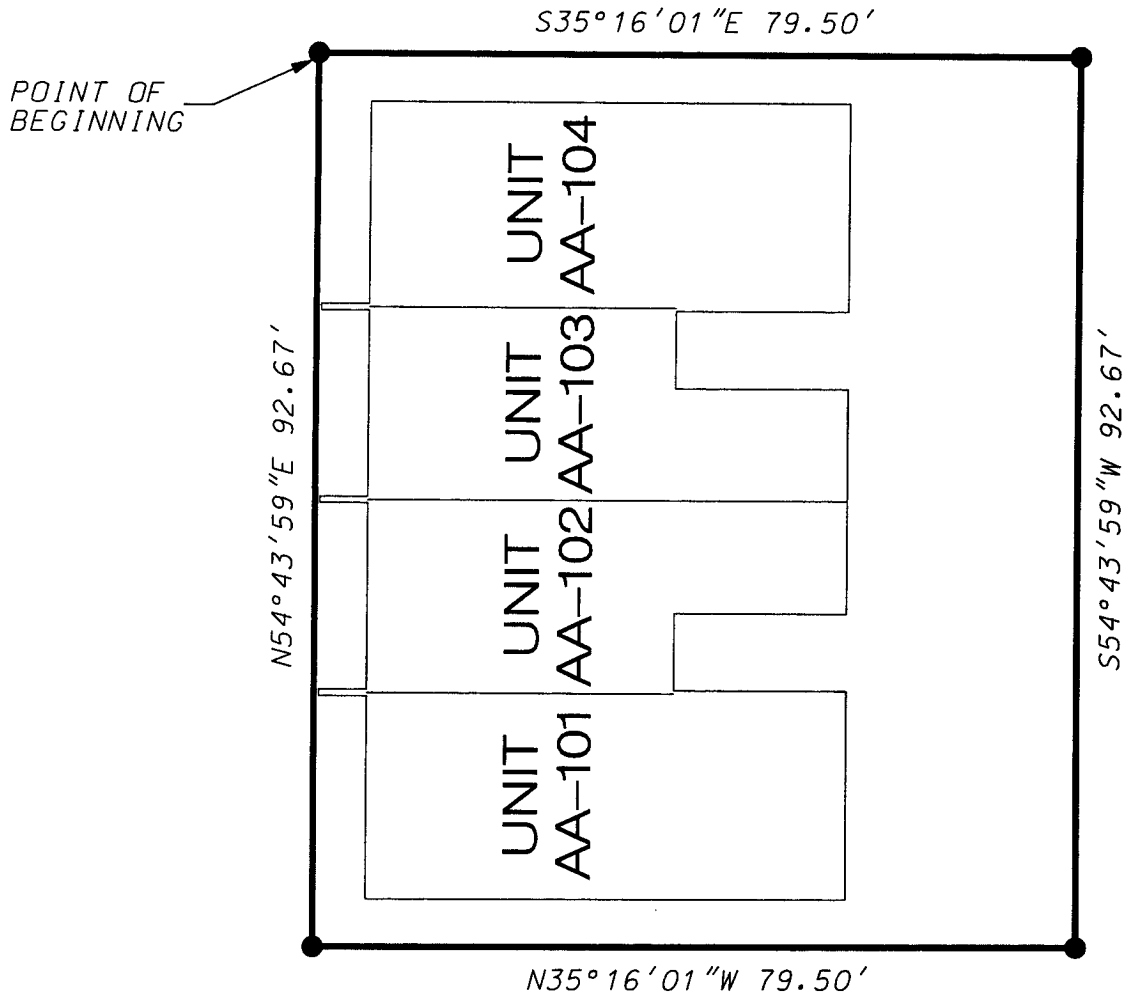
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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## FIRST FLOOR PLAN

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AA



NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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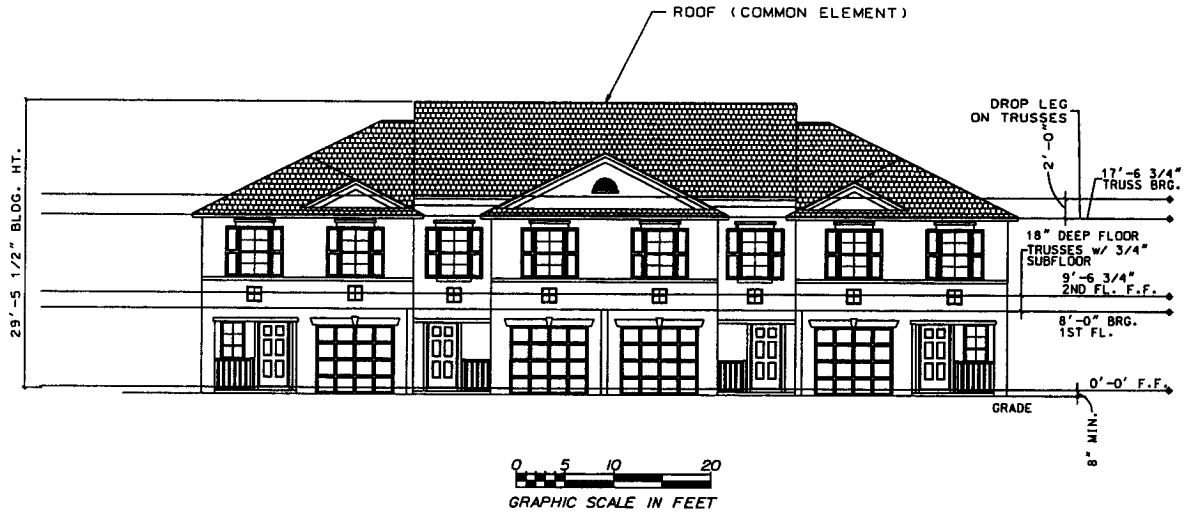
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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## SECOND FLOOR PLAN

...DGN-GeopaK\OJC3cdoAA07.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AA



NOTES:

- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

**BOWYER-SINGLETON  
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**BUILDING FRONT ELEVATION**

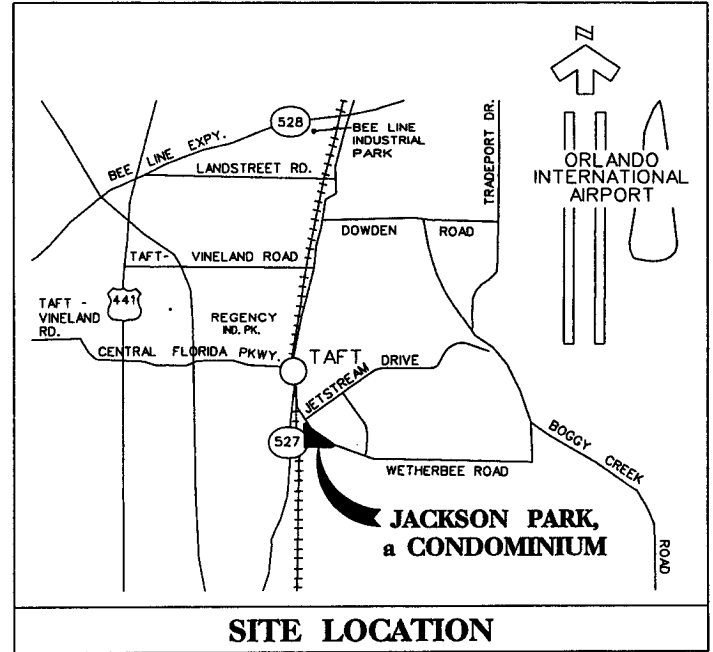
...DGN-Geopak\OJC3cdoAA08.dgn



# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AB

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAIN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.



**SITE LOCATION**  
SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

SEE SHEETS 4 AND 5  
FOR PHASE AB BOUNDARY

## SURVEYOR'S CERTIFICATE

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of improvements of PHASE AB of JACKSON PARK, a Condominium, described in this survey, plot plan and graphic description of improvements on Sheets 1 thru 6, is substantially complete so that such a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the identification, location, and dimensions of the improvements, and further that the identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plot or map is for informational purposes only and is not valid.

David I. Peck, P.S.M.  
Florida Registration No. 6460

Date

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AB

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 104 THROUGH 105 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1 THE FOLLOWING TWO COURSES, RUN  $S35^{\circ}16'01''E$ , A DISTANCE OF 790.51 FEET; THENCE  $S36^{\circ}55'24''E$ , A DISTANCE OF 112.67 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN  $S54^{\circ}43'59''W$ , A DISTANCE OF 160.26 FEET TO A POINT OF BEGINNING; THENCE  $S54^{\circ}43'59''W$ , A DISTANCE OF 132.67 FEET; THENCE  $N35^{\circ}16'01''W$ , A DISTANCE OF 86.00 FEET; THENCE  $N54^{\circ}43'59''E$ , A DISTANCE OF 127.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A CENTRAL ANGLE OF  $11^{\circ}32'13''$  AND A RADIUS OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 5.03 FEET; THENCE DEPARTING SAID CURVE, RUN  $S35^{\circ}16'01''E$ , A DISTANCE OF 85.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.262 ACRES MORE OR LESS.

SEE SHEETS 4 AND 5  
FOR PHASE AB BOUNDARY

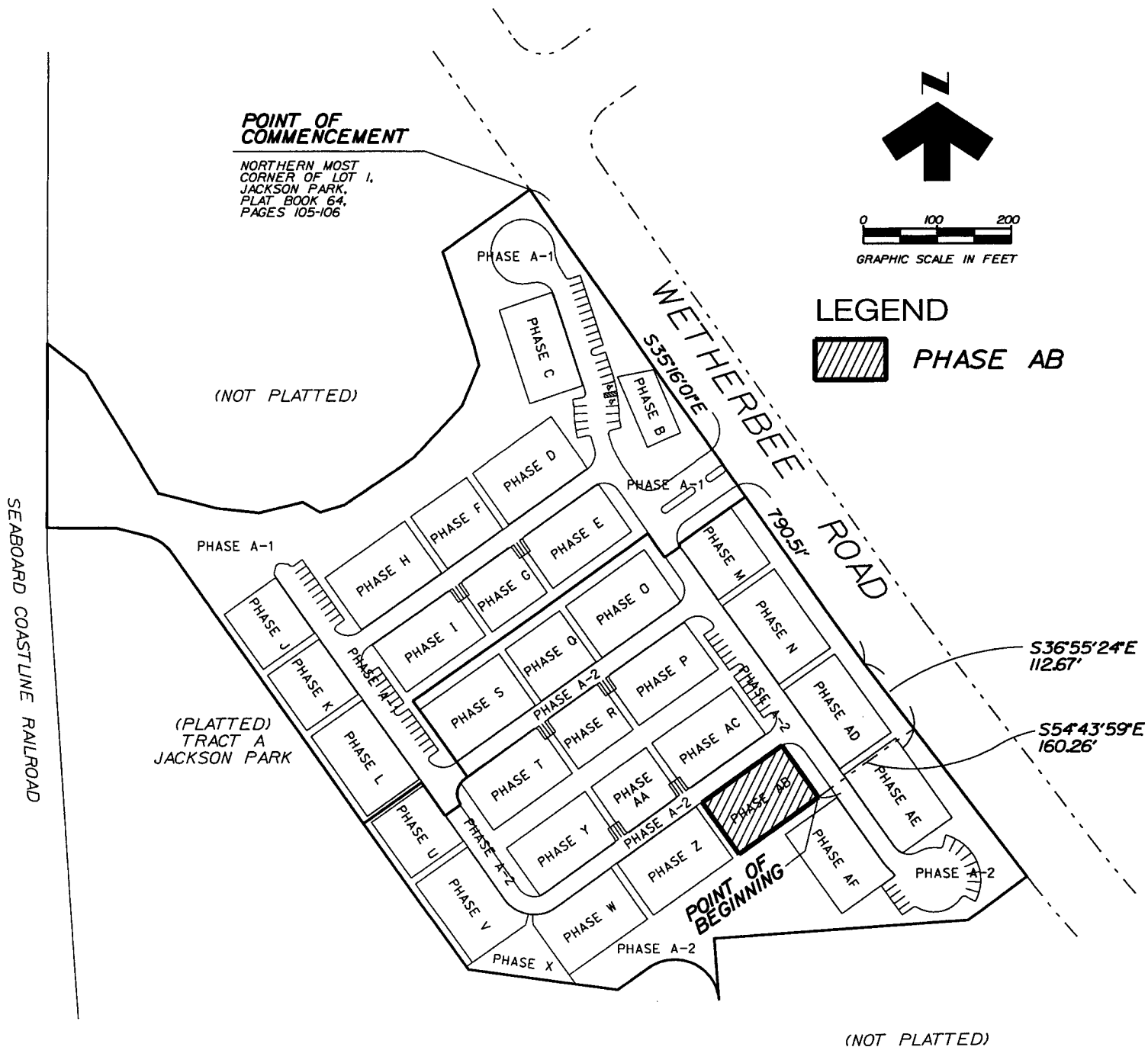
LEGAL DESCRIPTION

...DGN-GeopaK\OJC3cdaAB02.dgn

**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AB



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## LOCATION PLAN

...DGN-Geopa\OJC3cdoAB05.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AB

ARC = 5.03'  
RADIUS = 25.00'  
DELTA = 11°32'13" PC

S35°16'01"E 85.49'

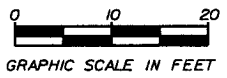
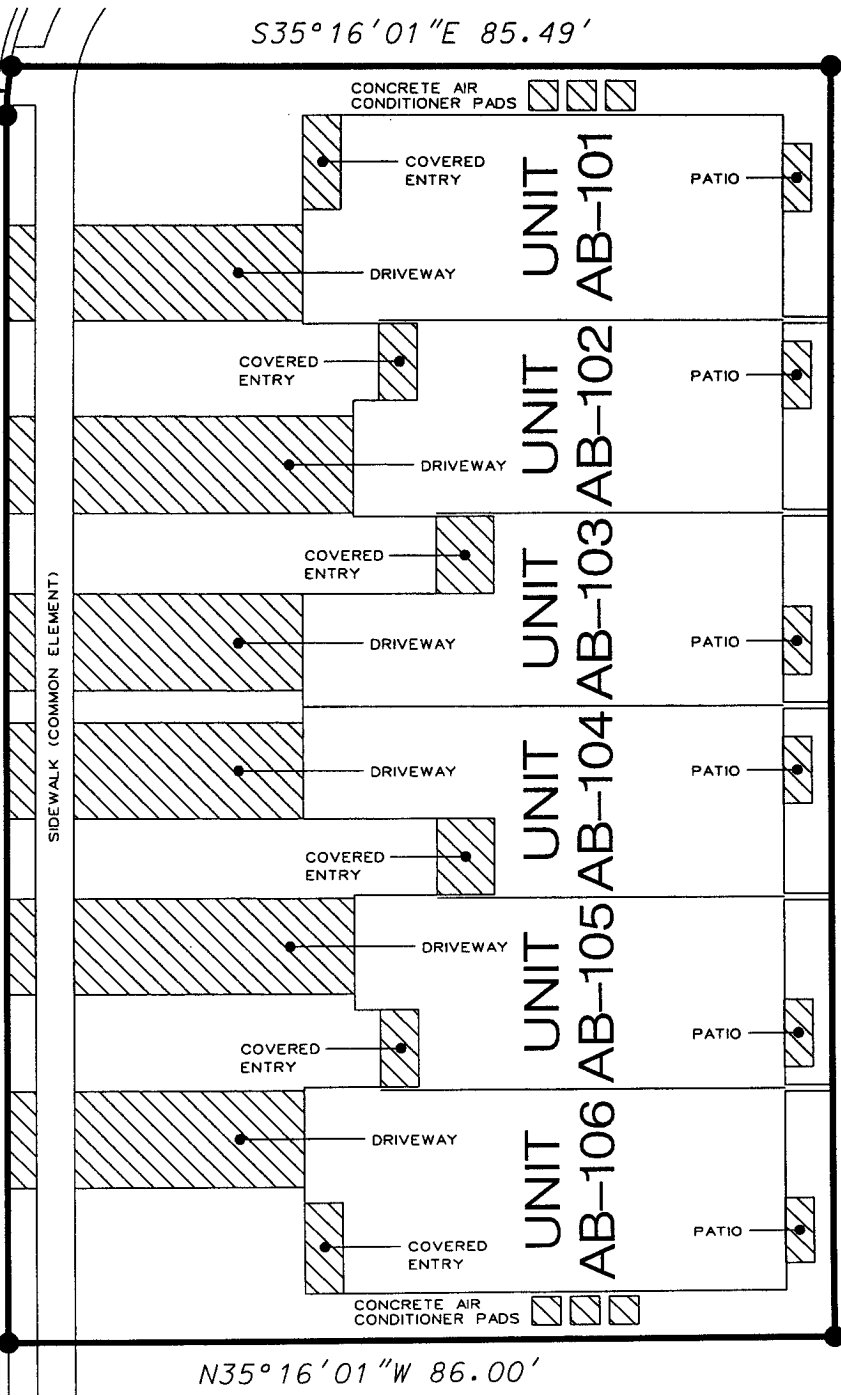
POC

N54°43'59"E 127.67'

POINT OF BEGINNING

S54°43'59"W 132.67'

N35°16'01"W 86.00'



**LEGEND**

 LIMITED COMMON ELEMENT

- NOTES:
- 1) DRIVEWAYS, COVERED ENTRIES, PATIOS AND CONCRETE AIR CONDITIONER PADS ARE LIMITED COMMON ELEMENTS.
  - 2) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
  - 3) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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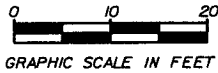
SEE SHEET 2 FOR LEGAL DESCRIPTION  
**FIRST FLOOR PLAN**

...DGN-Geopak\OJC3cdoAB06.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AB

ARC = 5.03'  
RADIUS = 25.00'  
DELTA = 11°32'13" PC

S35°16'01"E 85.49'



N54°43'59"E 127.67'

POINT OF BEGINNING

S54°43'59"W 132.67'

N35°16'01"W 86.00'

NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

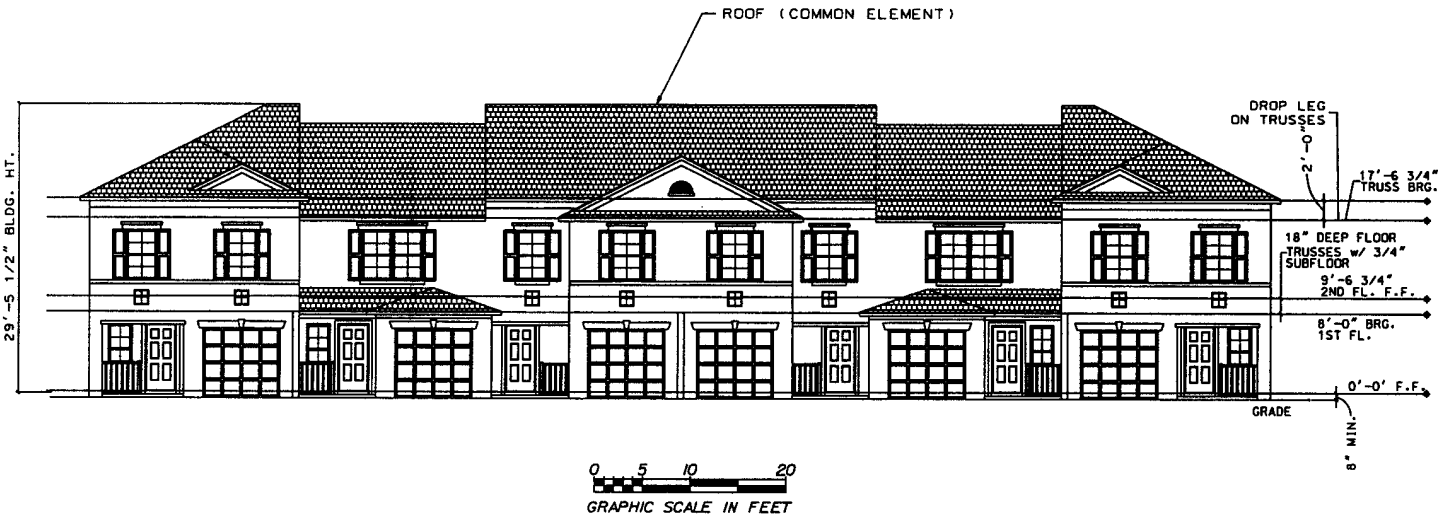
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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## SECOND FLOOR PLAN

...DGN-Geopak\OJC3cdoAB07.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AB



NOTES:

- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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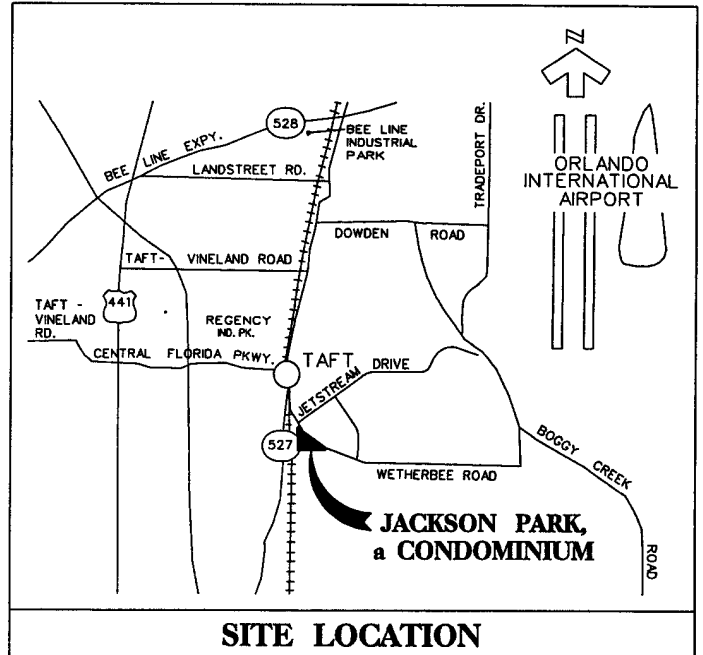
**BUILDING FRONT ELEVATION**

...\\DGN-Geopak\OJC\3cdoAB08.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AC

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAIN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.



SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

SEE SHEETS 4 AND 5  
FOR PHASE AC BOUNDARY

## SURVEYOR'S CERTIFICATE

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of improvements of PHASE AC of JACKSON PARK, a Condominium, described in this survey, plot plan and graphic description of improvements on Sheets 1 thru 6, is substantially complete so that such

a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the identification, location, and dimensions of the improvements, and further that the identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.

David I. Peck, P.S.M.  
Florida Registration No. 6460

Date

..DGN-GeopaK\OJC3cdoACOI.dgn

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AC

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 104 THROUGH 105 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S35°16'01"E, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 711.63 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN S54°43'59"W, A DISTANCE OF 166.00 FEET TO A POINT OF BEGINNING; THENCE S35°16'01"E, A DISTANCE OF 79.50 FEET; THENCE S54°43'59"W, A DISTANCE OF 132.67 FEET, THENCE N35°16'01"W, A DISTANCE OF 79.50 FEET, THENCE N54°43'59"E, A DISTANCE OF 132.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.242 ACRES MORE OR LESS.

SEE SHEETS 4 AND 5  
FOR PHASE AC BOUNDARY

## LEGAL DESCRIPTION

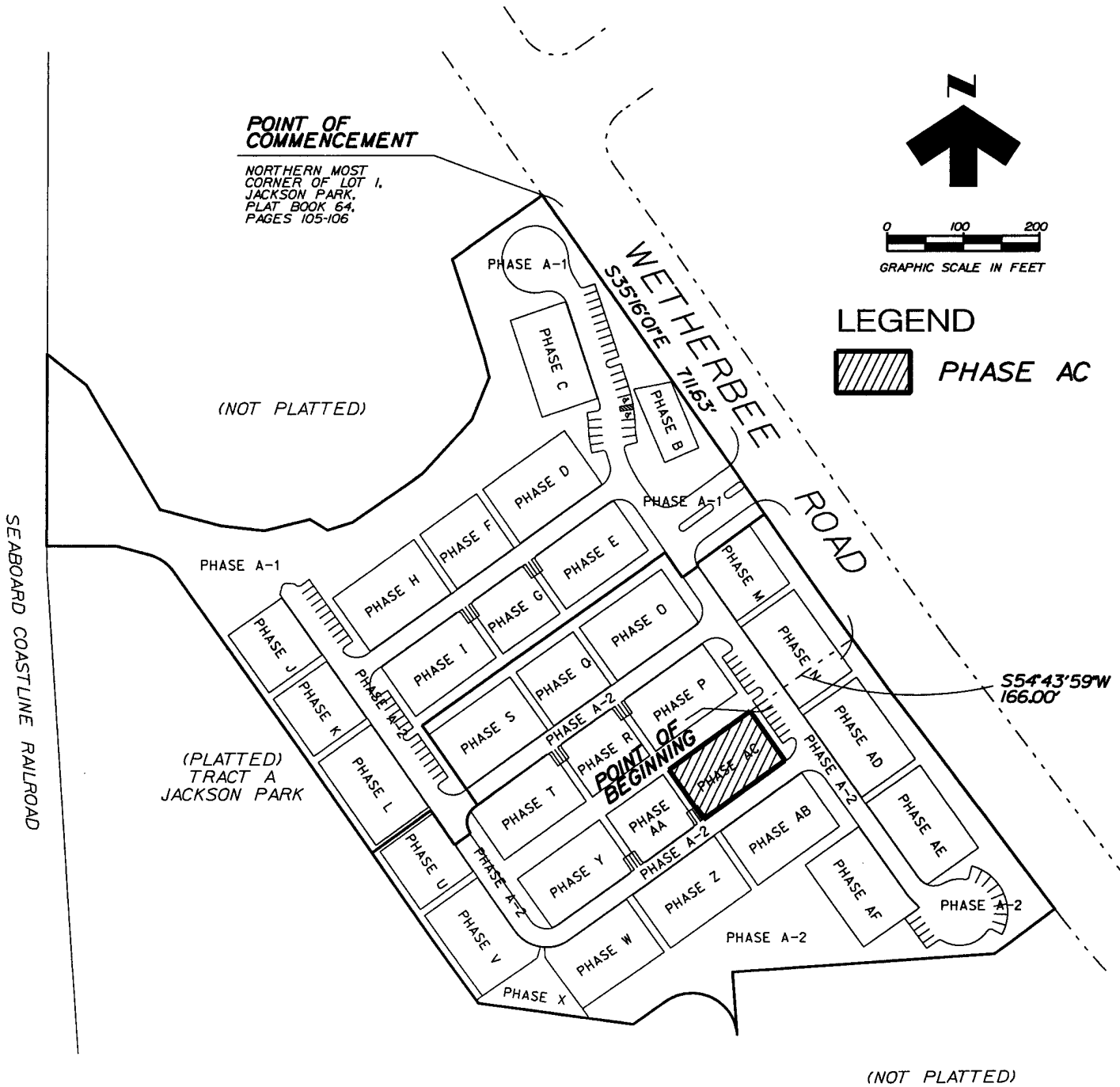
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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AC

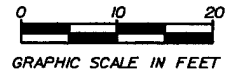
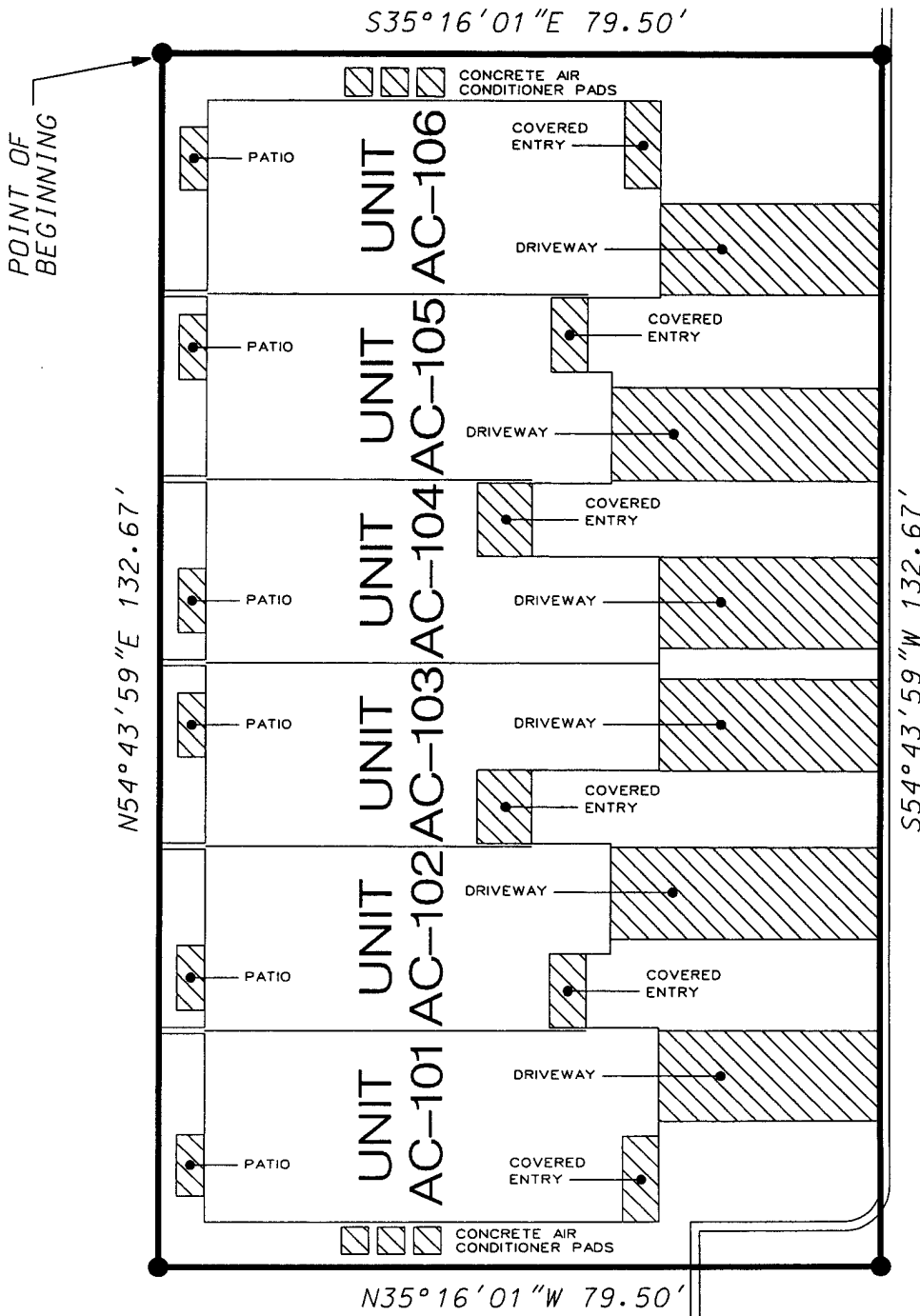


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## LOCATION PLAN

...\\DGN-Geopak\OJC3\cdoAC05.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AC



### LEGEND

 LIMITED COMMON ELEMENT

### NOTES:

- 1) DRIVEWAYS, COVERED ENTRIES, PATIOS AND CONCRETE AIR CONDITIONER PADS ARE LIMITED COMMON ELEMENTS.
- 2) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 3) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

SEE SHEET 2 FOR  
LEGAL DESCRIPTION

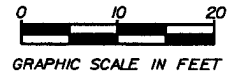
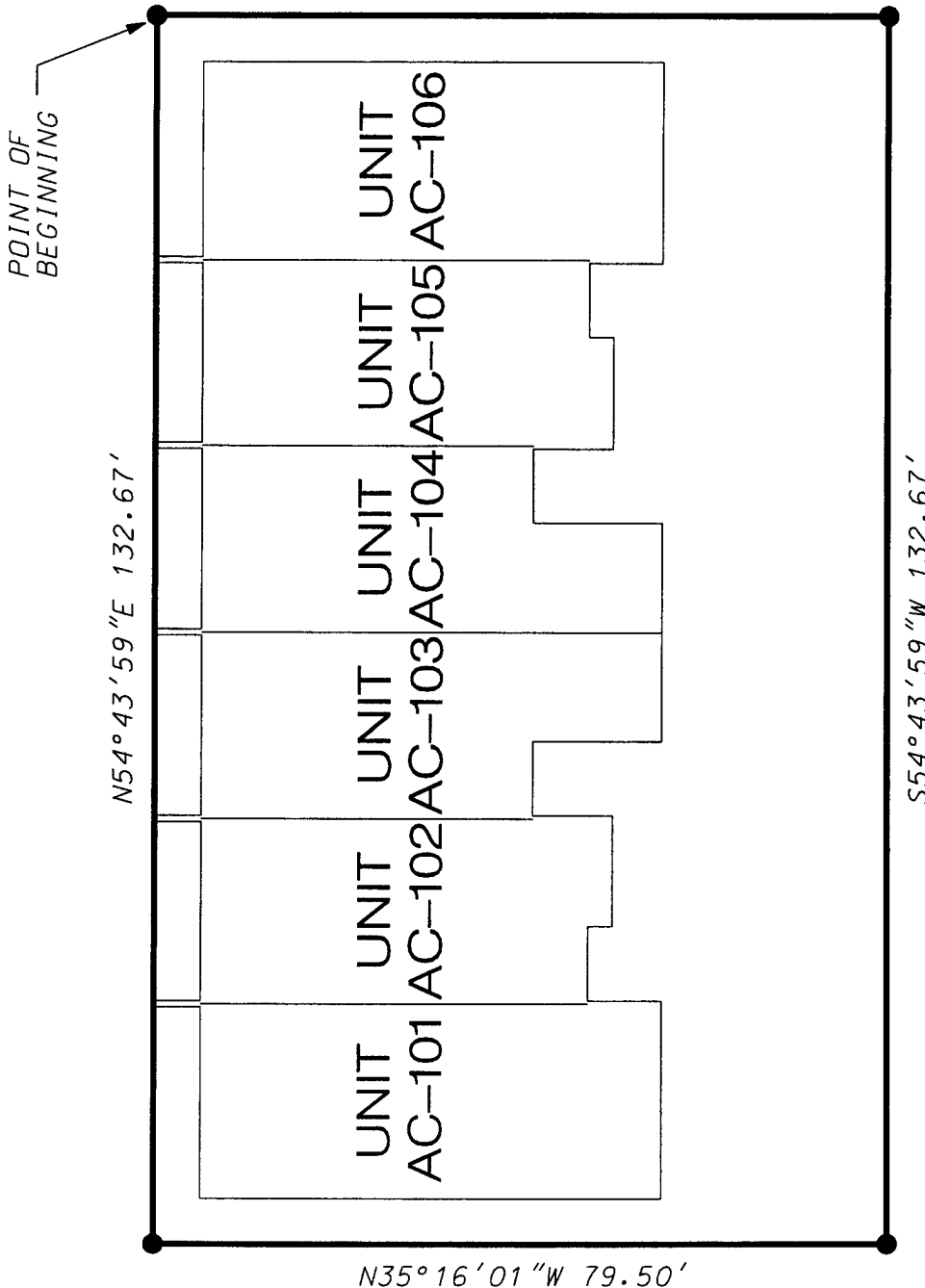
## FIRST FLOOR PLAN

...DGN-Geopak\OJC3cdoAC06.dgn

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AC

S35°16'01"E 79.50'



NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

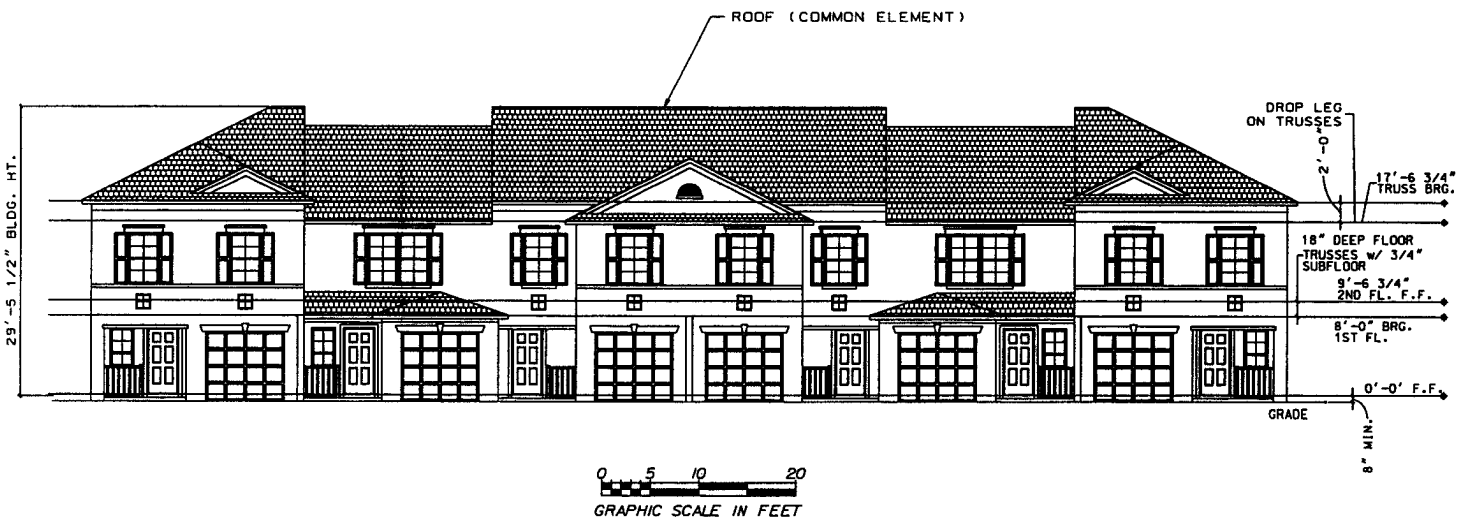
SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## SECOND FLOOR PLAN

...DGN-GeopaK\OJC3cdoAC07.dgn

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AC



NOTES:

- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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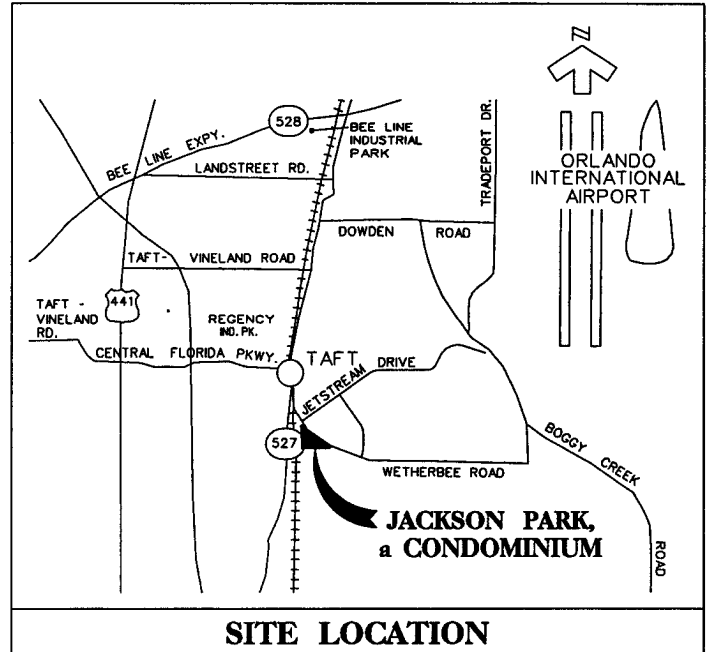
BUILDING FRONT ELEVATION

...\\DGN-Geopak\OJC3cdoAC08.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AD

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAIN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.



SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

SEE SHEETS 4 AND 5  
FOR PHASE AD BOUNDARY

## SURVEYOR'S CERTIFICATE

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of Improvements of PHASE AD of JACKSON PARK, a Condominium, described in this survey, plot plan and graphic description of Improvements on Sheets 1 thru 6, is substantially complete so that such

a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the Identification, location, and dimensions of the Improvements, and further that the Identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plot or map is for informational purposes only and is not valid.

David I. Peck, P.S.M.  
Florida Registration No. 6460

Date

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...DGN-GeopaK\OJC3cdoAD01.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AD

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 104 THROUGH 105 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S35°16'01"E, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 756.38 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN S54°43'59"W, A DISTANCE OF 25.00 FEET TO A POINT OF BEGINNING; THENCE S35°16'01"E, A DISTANCE OF 132.67 FEET; THENCE S54°43'59"W, A DISTANCE OF 86.00 FEET; THENCE N35°16'01"W, A DISTANCE OF 132.67 FEET TO THE POINT; THENCE N54°43'59"E, A DISTANCE OF 86.00 FEET; TO THE POINT OF BEGINNING.

CONTAINING 0.262 ACRES MORE OR LESS.

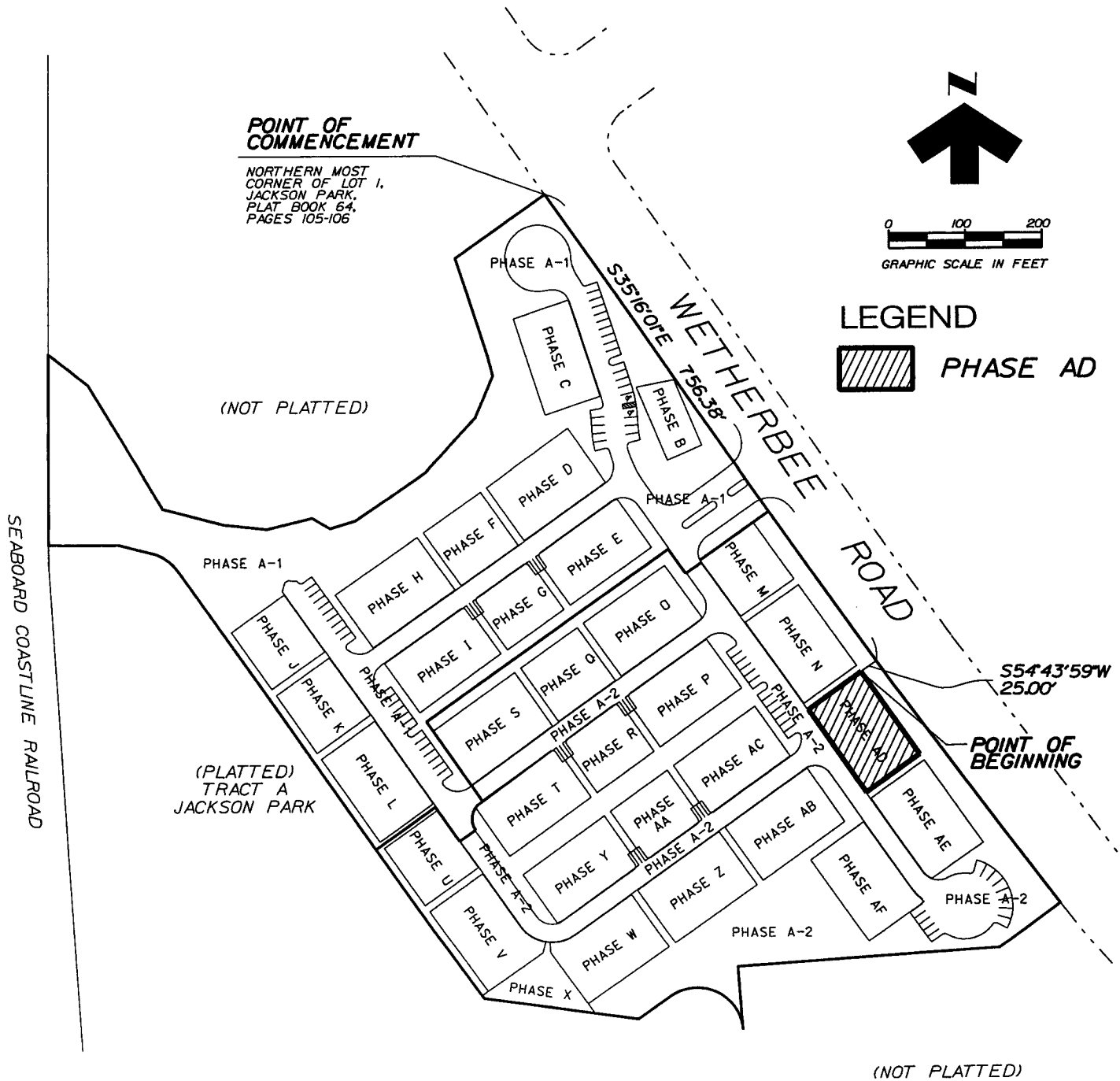
SEE SHEETS 4 AND 5  
FOR PHASE AD BOUNDARY

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LEGAL DESCRIPTION

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AD



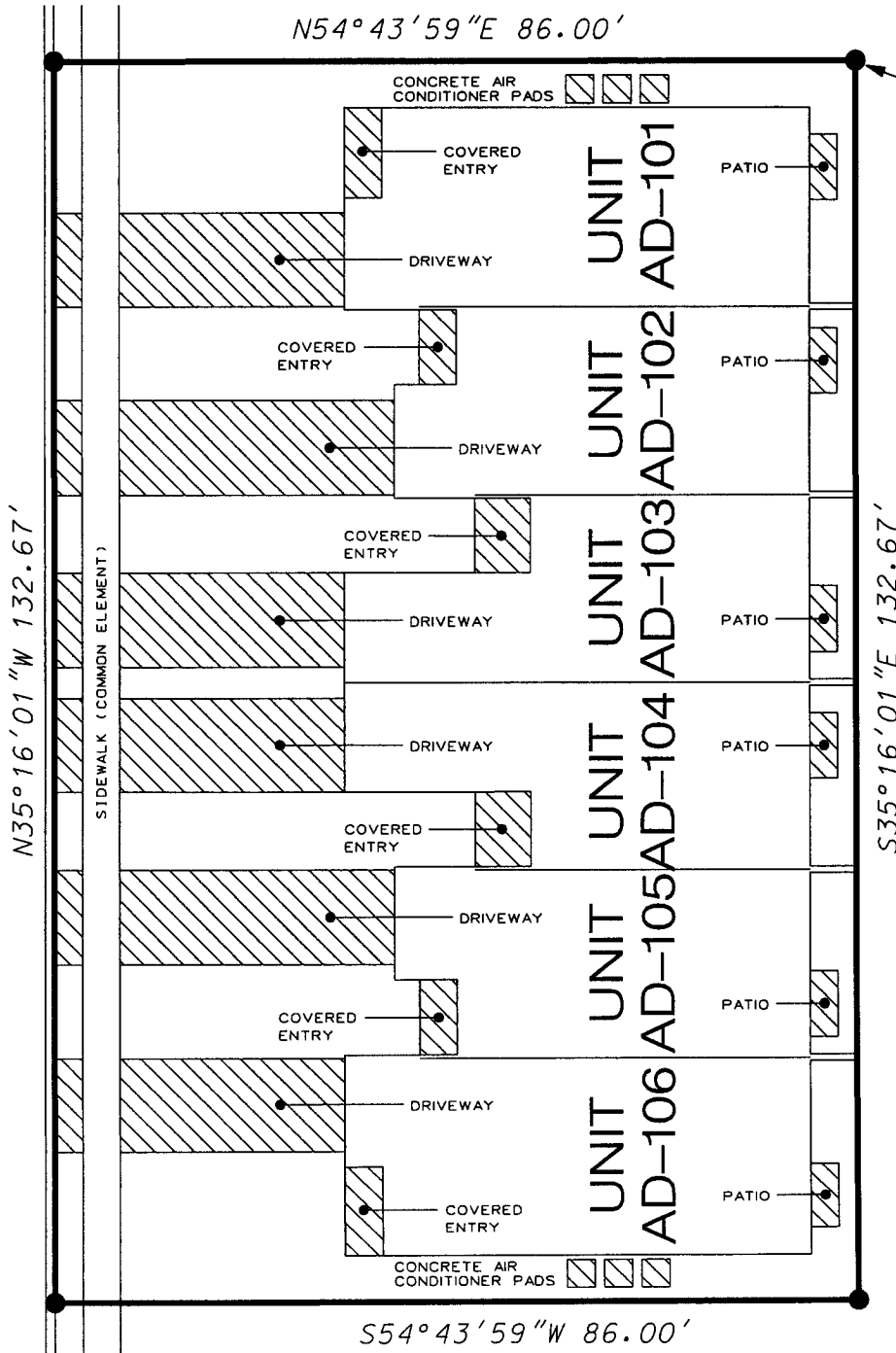
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LOCATION PLAN

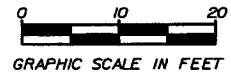
...DGN-Geopak\OJC3cdoAD05.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AD

N54°43'59"E 86.00'



POINT OF BEGINNING



## LEGEND

 LIMITED COMMON ELEMENT

### NOTES:

- 1) DRIVEWAYS, COVERED ENTRIES, PATIOS AND CONCRETE AIR CONDITIONER PADS ARE LIMITED COMMON ELEMENTS.
- 2) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 3) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

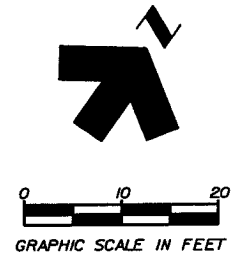
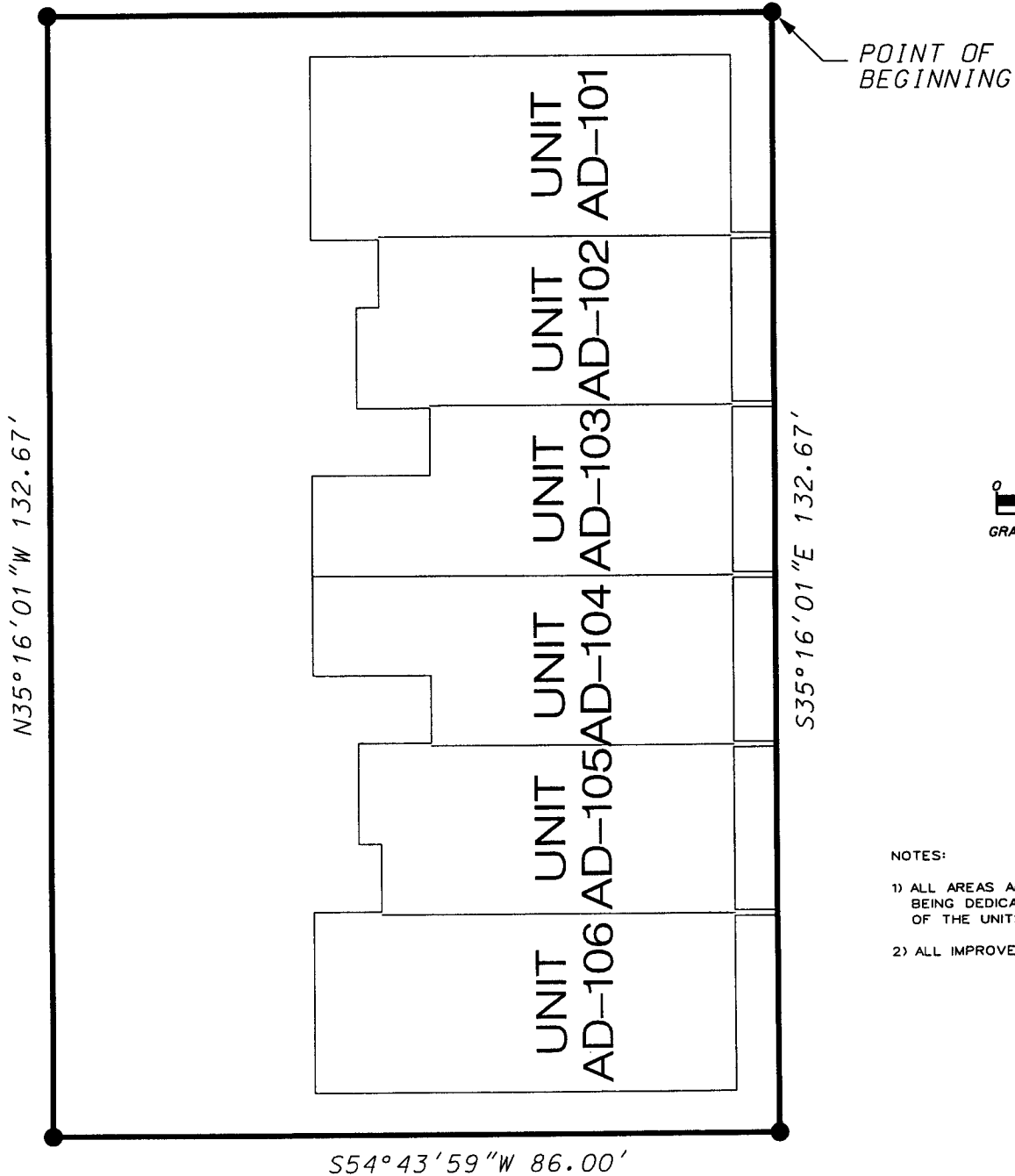
## FIRST FLOOR PLAN

..DGN-Geopak\OJC3cdoAD06.dgn



# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AD

$N54^{\circ}43'59''E$  86.00'



NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

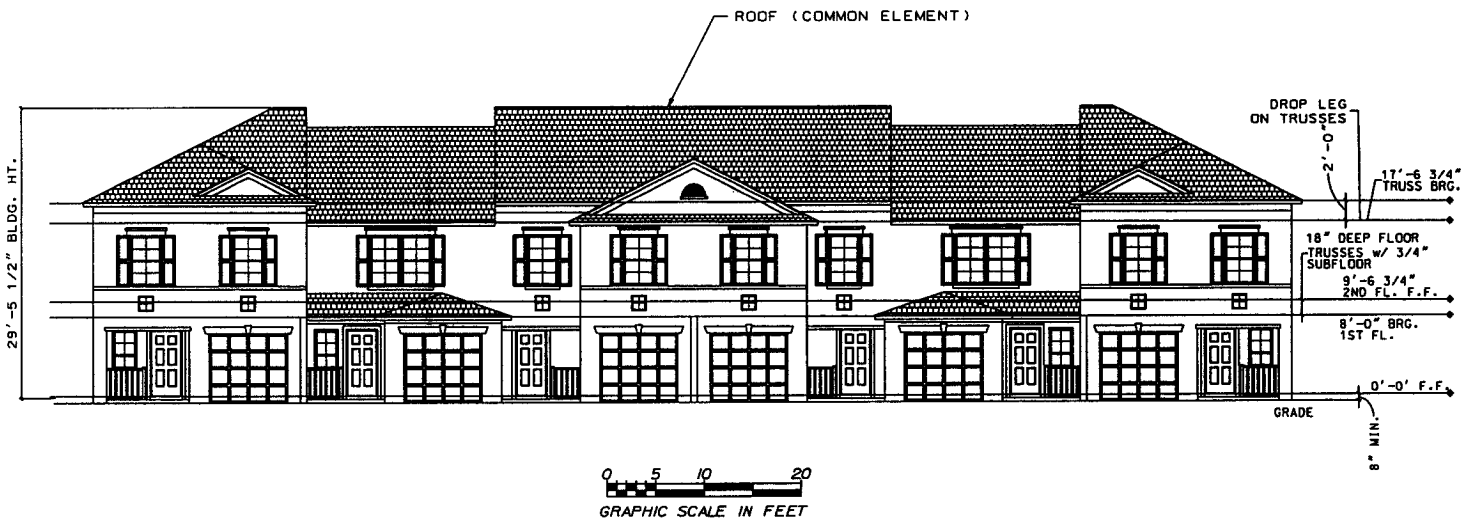
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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## SECOND FLOOR PLAN

...DGN-Geopak\OJC3cdoAD07.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AD



- NOTES:
- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
  - 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

**BOWYER-SINGLETON**  
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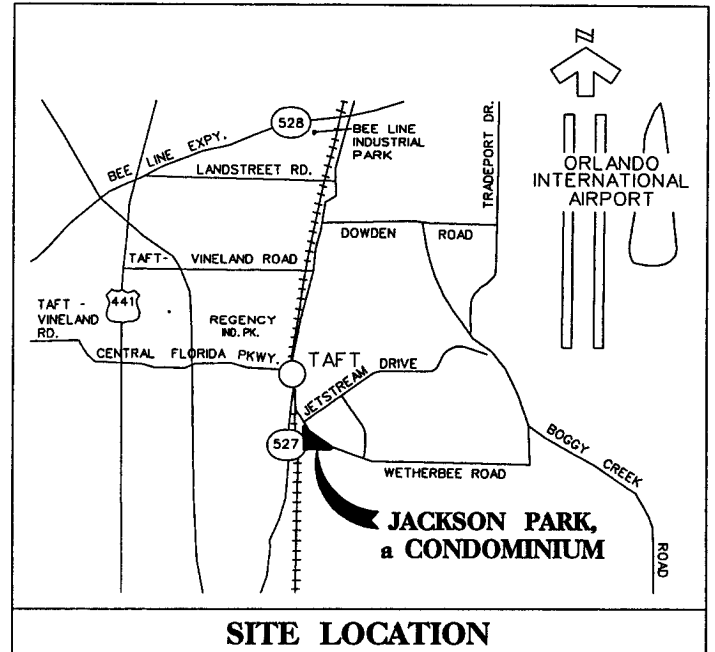
BUILDING FRONT ELEVATION

...DGN-Geopak\OJC3cdoAD08.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AE

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAIN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.



SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

SEE SHEETS 4 AND 5  
FOR PHASE AE BOUNDARY

## SURVEYOR'S CERTIFICATE

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of improvements of PHASE AE of JACKSON PARK, a Condominium, described in this survey, plat plan and graphic description of improvements on Sheets 1 thru 6, is substantially complete so that such a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the identification, location, and dimensions of the improvements, and further that the identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.

David I. Peck, P.S.M.  
Florida Registration No. 6460

Date  
... \DGN-Geopak\OJC3cdoAE01.dgn

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AE

## LEGAL DESCRIPTION

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A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 104 THROUGH 105 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1 THE FOLLOWING TWO COURSES, RUN  $S35^{\circ}16'01''E$ , A DISTANCE OF 790.51 FEET; THENCE  $S36^{\circ}55'24''E$ , A DISTANCE OF 108.59 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN  $S54^{\circ}43'59''W$ , A DISTANCE OF 27.88 FEET TO A POINT OF BEGINNING; THENCE  $S35^{\circ}16'01''E$ , A DISTANCE OF 132.67 FEET; THENCE  $S54^{\circ}43'59''W$ , A DISTANCE OF 82.17 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF  $33^{\circ}12'32''$  AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF  $N68^{\circ}28'33''W$ , RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 14.49 FEET TO THE POINT OF TANGENCY; THENCE  $N35^{\circ}16'01''W$ , A DISTANCE OF 118.97 FEET; THENCE  $N54^{\circ}43'59''E$ , A DISTANCE OF 86.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.262 ACRES MORE OR LESS.

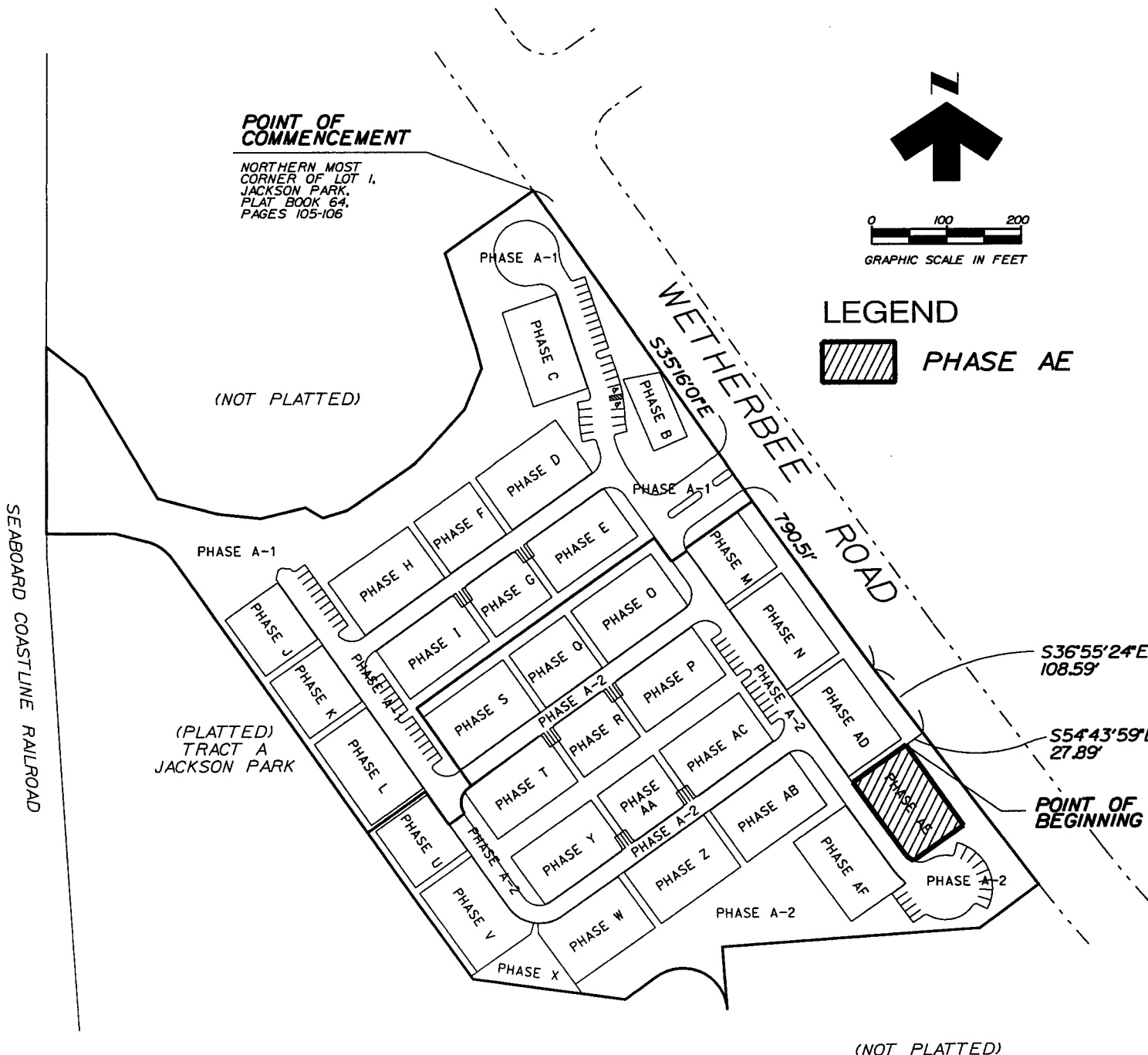
SEE SHEETS 4 AND 5  
FOR PHASE AE BOUNDARY

LEGAL DESCRIPTION

**BOWYER-SINGLETON**  
& ASSOCIATES, INCORPORATED

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
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407-843-5120 • FAX: 407-849-8664  
ENGINEERING BUSINESS • 1221

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AE

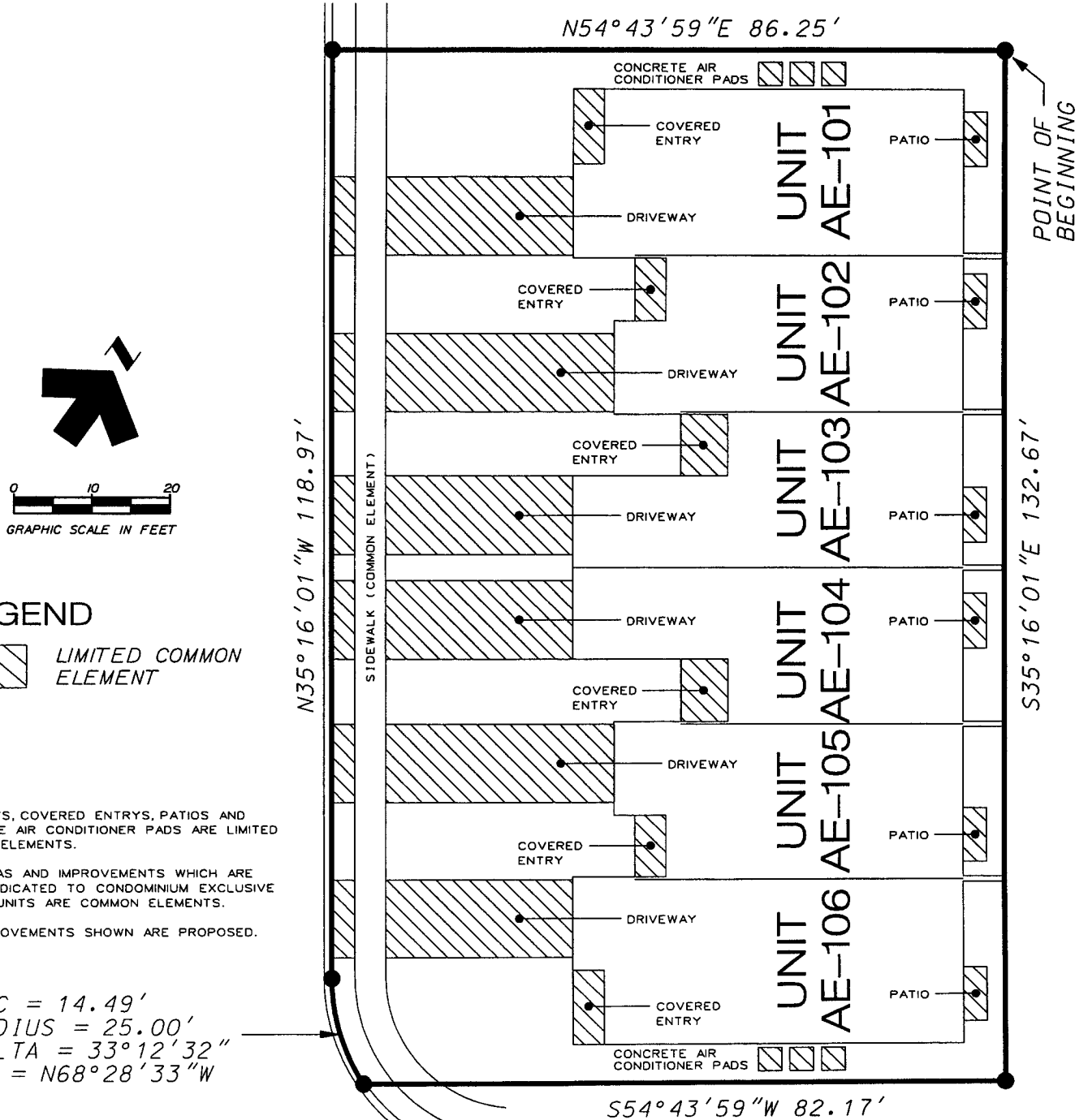


LEGEND  
 PHASE AE

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LOCATION PLAN  
...\\DGN-Geopak\0JC3cdoAE05.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AE



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SEE SHEET 2 FOR  
LEGAL DESCRIPTION

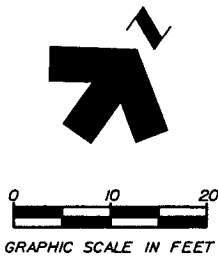
**FIRST FLOOR PLAN**

...\\DGN-Geopac\OJC3cdoAE06.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AE

N54°43'59"E 86.25'

POINT OF BEGINNING



N35°16'01"W 118.97'

S35°16'01"E 132.67'

UNIT AE-101  
UNIT AE-102  
UNIT AE-103  
UNIT AE-104  
UNIT AE-105  
UNIT AE-106

S54°43'59"W 82.17'

NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

ARC = 14.49'  
 RADIUS = 25.00'  
 DELTA = 33°12'32"  
 TB = N68°28'33"W

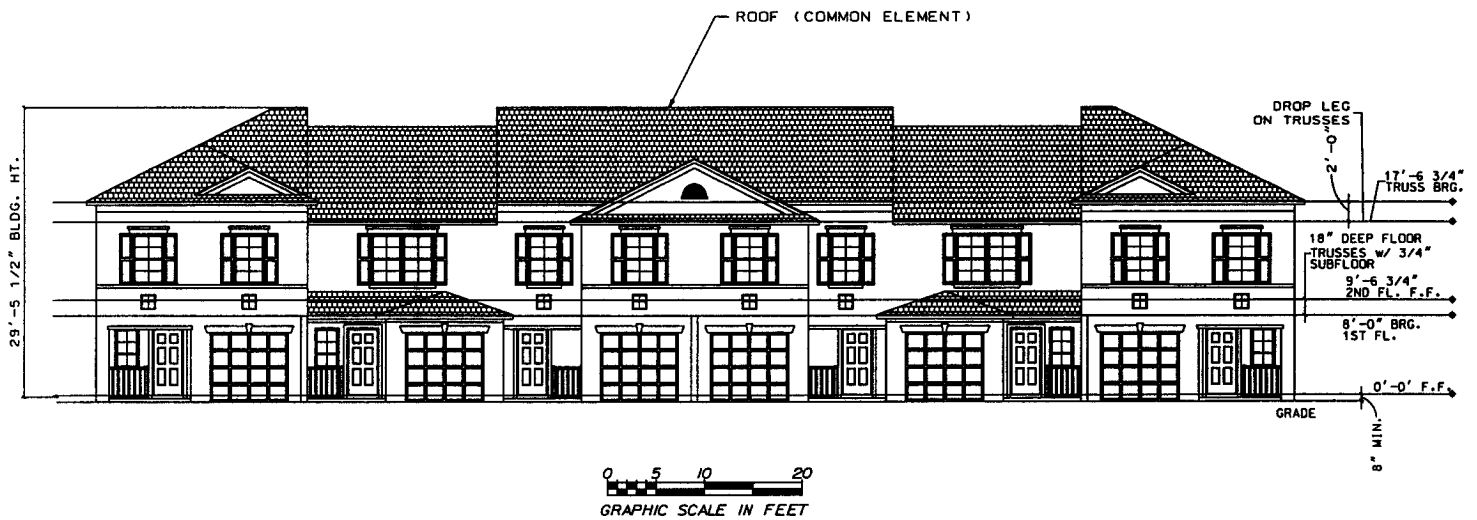
SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## SECOND FLOOR PLAN

..DGN-Geopak\QJC3cdoAE07.dgn

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AE



NOTES:

- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
- 2) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

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BUILDING FRONT ELEVATION

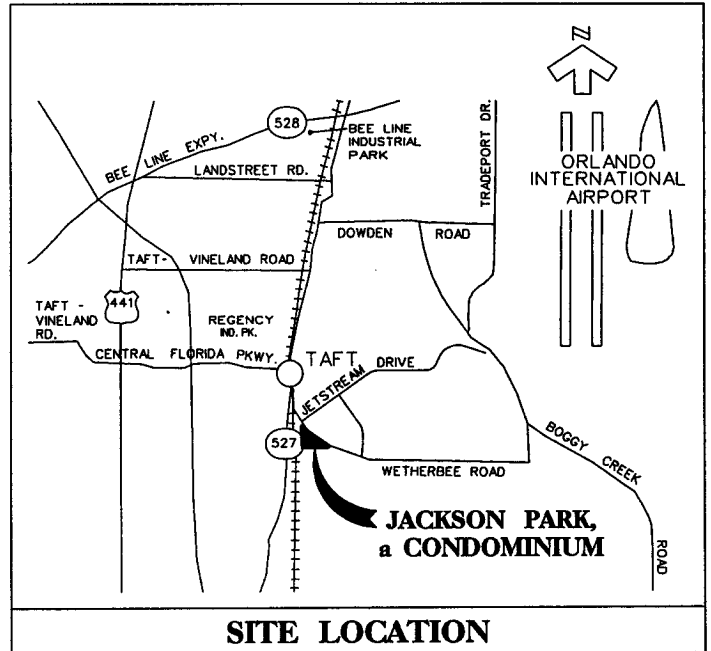
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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AF

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 1, JACKSON PARK AS BEING S35°16'01"E, PER PLAT BOOK 64, PAGE 105.
2. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12095C0440 E, ORANGE COUNTY, FLORIDA, DATED DECEMBER 6, 2000, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONES X AND AE, AND DOES LIE PARTIALLY WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OR MAP REVISION (LOMR) HAS BEEN SENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO HAVE THE PROPERTY REMOVED FROM THE 100 YEAR FLOOD PLAIN, BASED ON THE FINISHED FLOOR ELEVATIONS OF THE BUILDINGS BEING HIGHER THAN THE BASE FLOOD ELEVATIONS, AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY APPEAR IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
5. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.



SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST,  
ORANGE COUNTY, FLORIDA

SEE SHEETS 4 AND 5  
FOR PHASE AF BOUNDARY

## SURVEYOR'S CERTIFICATE

The undersigned, being a Professional Surveyor and Mapper authorized to practice in the State of Florida, hereby certifies that the construction of improvements of PHASE AF of JACKSON PARK, a Condominium, described in this survey, plat plan and graphic description of Improvements on Sheets 1 thru 6, is substantially complete so that such a Condominium, and amendments thereto, describing the Condominium Property, is an accurate representation of the Identification, location, and dimensions of the Improvements, and further that the Identification, location, and dimensions of each Unit can be determined from these materials.

The undersigned also certifies that this Boundary Survey is in accordance with the "Minimum Technical Standards" promulgated pursuant to Section 472.027, Florida Statutes.

Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.

David I. Peck, P.S.M.  
Florida Registration No. 6460

Date

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# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AF

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, JACKSON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 105 THROUGH 106, PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.263 ACRES MORE OR LESS.

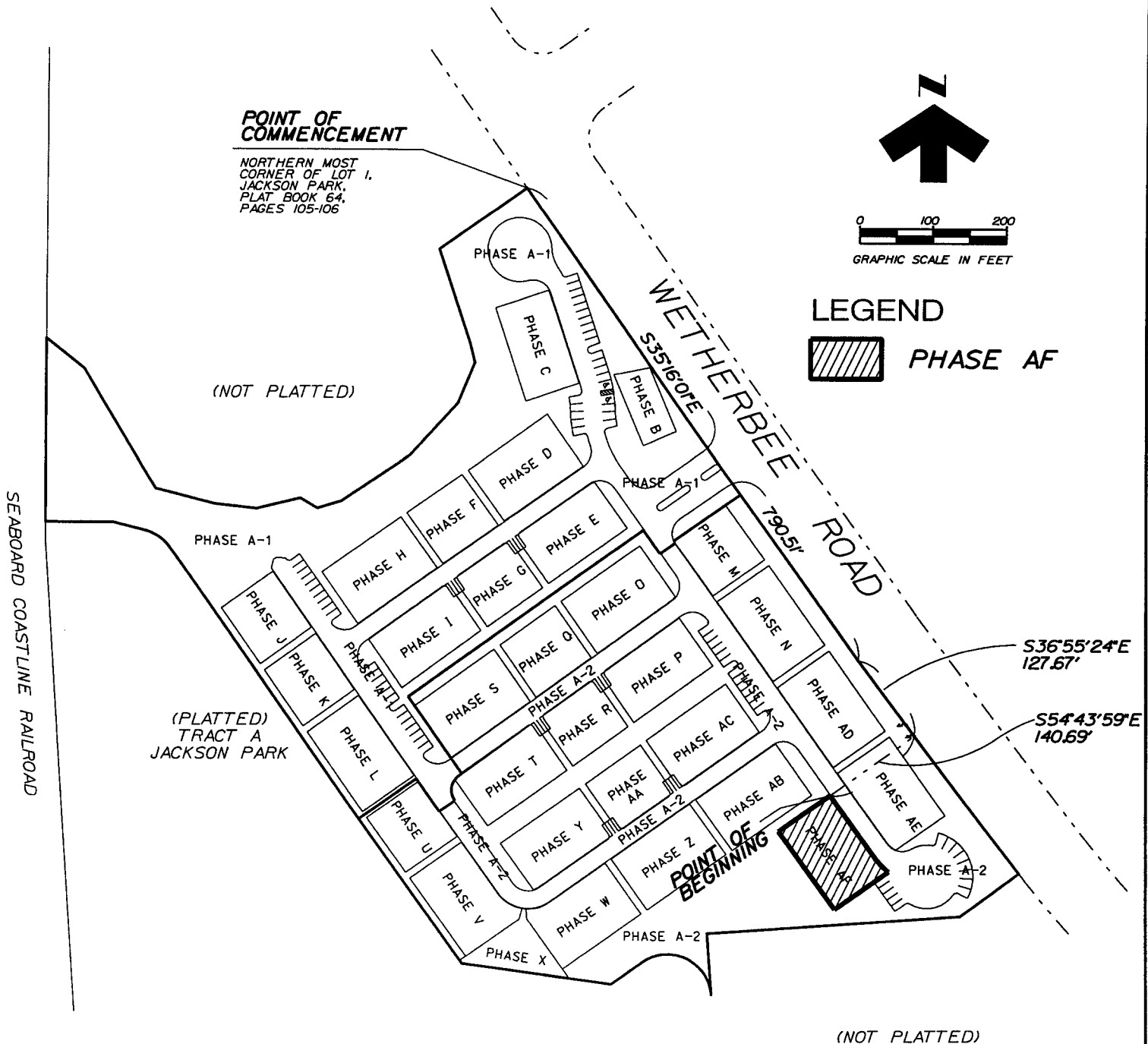
SEE SHEETS 4 AND 5  
FOR PHASE AF BOUNDARY

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ENGINEERING BUSINESS #1221

LEGAL DESCRIPTION

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AF



**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**

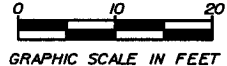
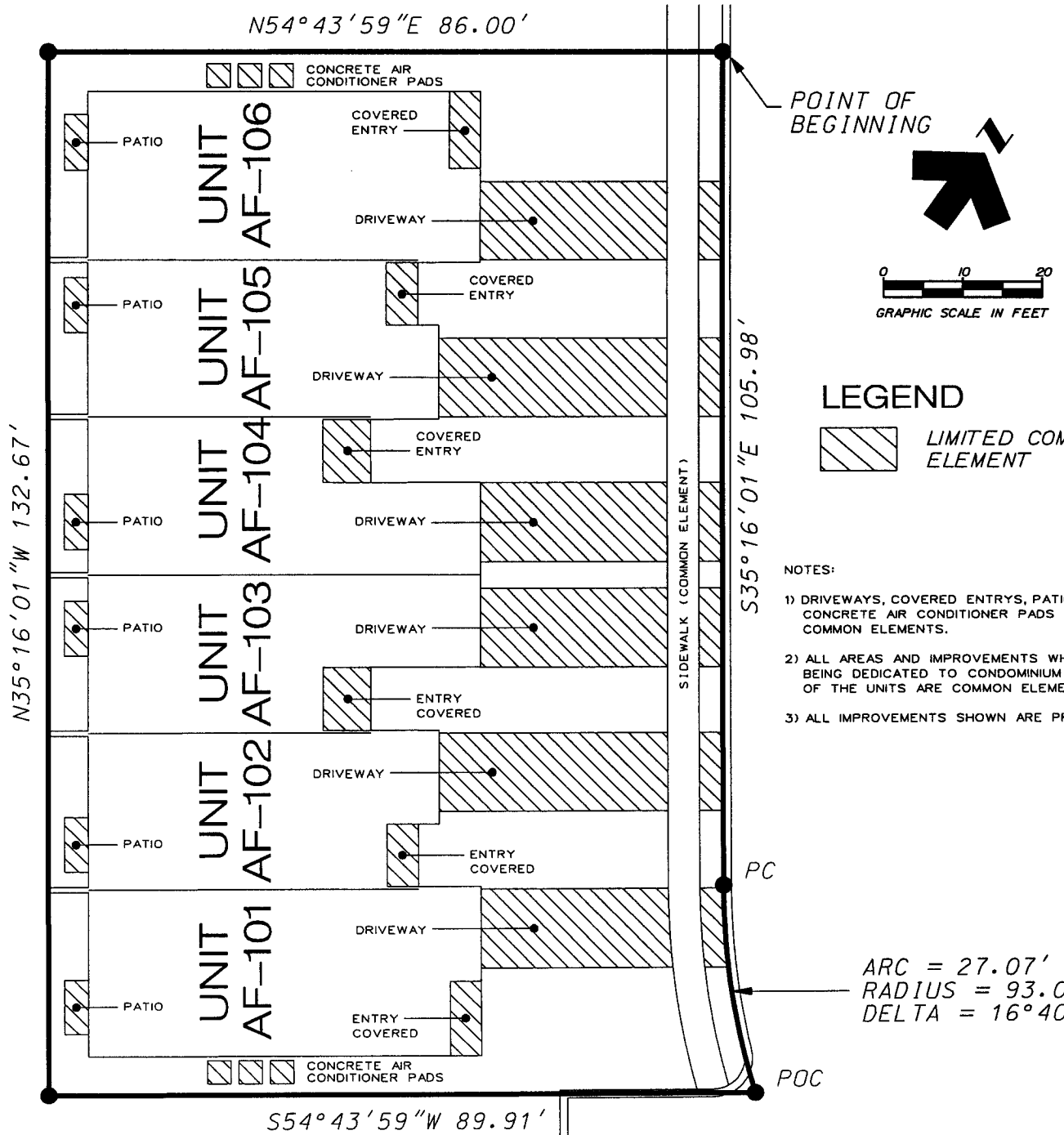
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ENGINEERING BUSINESS #1221

LOCATION PLAN

...DGN-Geopak\OJC3cdoAF05.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AF

$N54^{\circ}43'59"E$  86.00'



### LEGEND

 LIMITED COMMON ELEMENT

NOTES:

- 1) DRIVEWAYS, COVERED ENTRIES, PATIOS AND CONCRETE AIR CONDITIONER PADS ARE LIMITED COMMON ELEMENTS.
- 2) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
- 3) ALL IMPROVEMENTS SHOWN ARE PROPOSED.

ARC = 27.07'  
RADIUS = 93.00'  
DELTA = 16°40'33"

**BOWYER-SINGLETON  
& ASSOCIATES, INCORPORATED**

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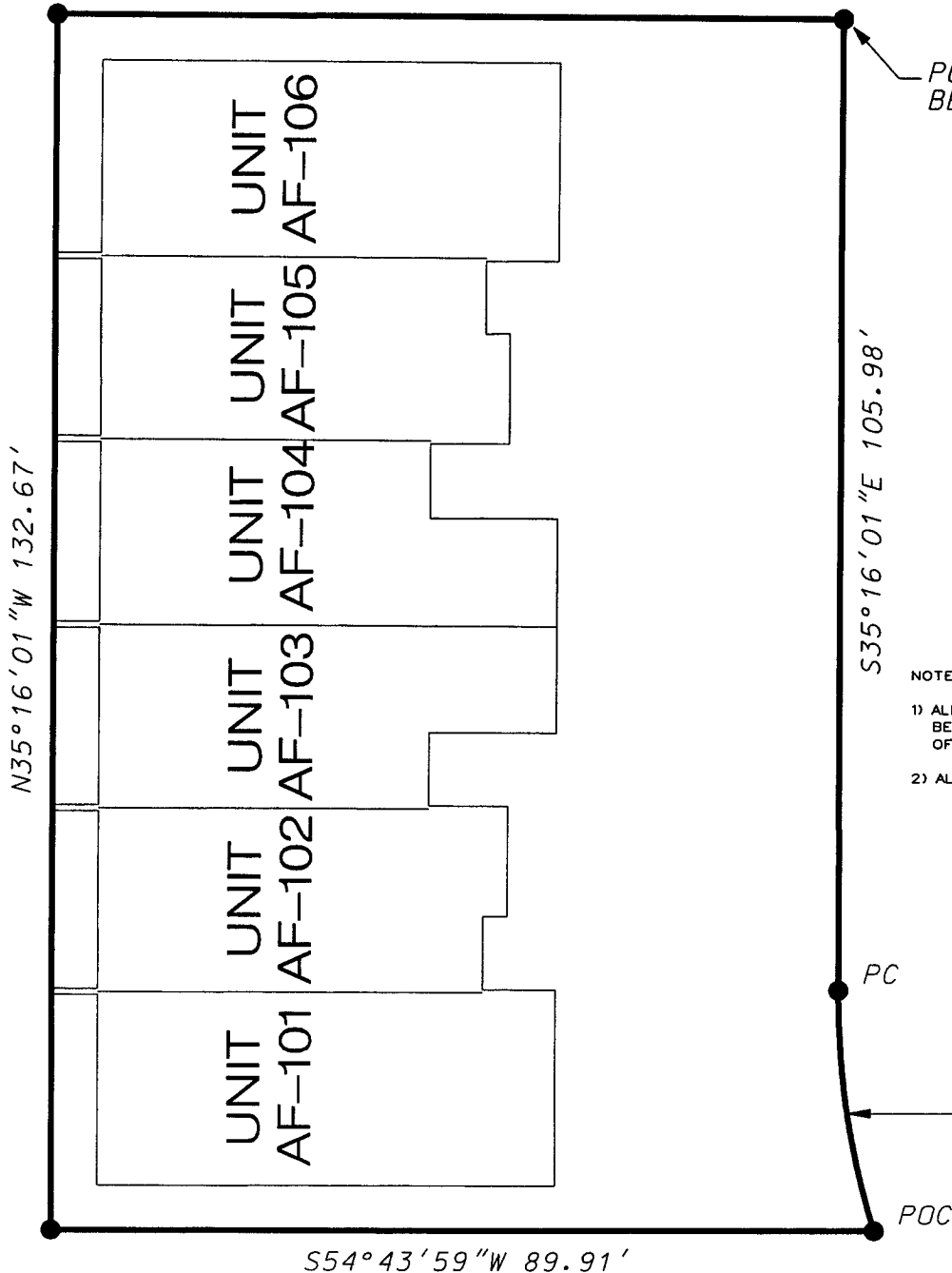
SEE SHEET 2 FOR  
LEGAL DESCRIPTION

**FIRST FLOOR PLAN**

...DGN-Geopak\OJC.3cdoAF06.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AF

$N54^{\circ}43'59''E\ 86.00'$



POINT OF BEGINNING



NOTES:

- 1) ALL AREAS AND IMPROVEMENTS WHICH ARE BEING DEDICATED TO CONDOMINIUM EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS.
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DELTA = 16°40'33"

**BOWYER-SINGLETON**  
& ASSOCIATES, INCORPORATED

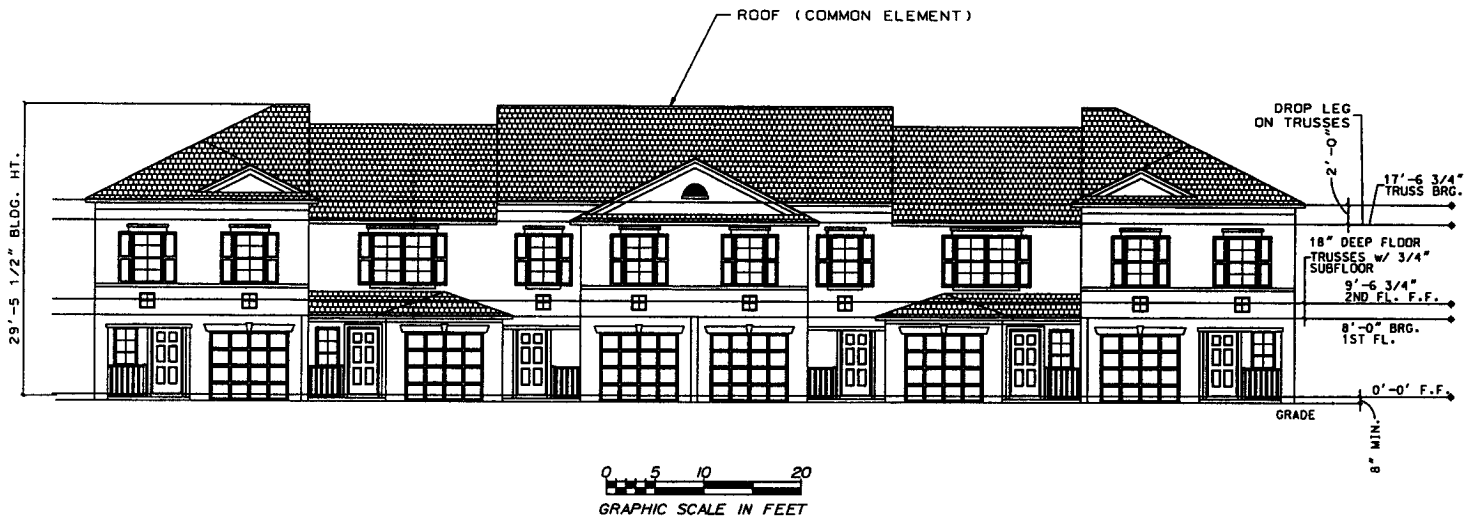
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
520 SOUTH MAGNOLIA AVENUE, ORLANDO, FLORIDA 32801  
407-843-5120 • FAX 407-849-8664  
ENGINEERING BUSINESS #1221

SEE SHEET 2 FOR  
LEGAL DESCRIPTION

## SECOND FLOOR PLAN

...\\DGN-Geopak\OJC3cdoAF07.dgn

# JACKSON PARK, a CONDOMINIUM PROPOSED PHASE AF



NOTES:

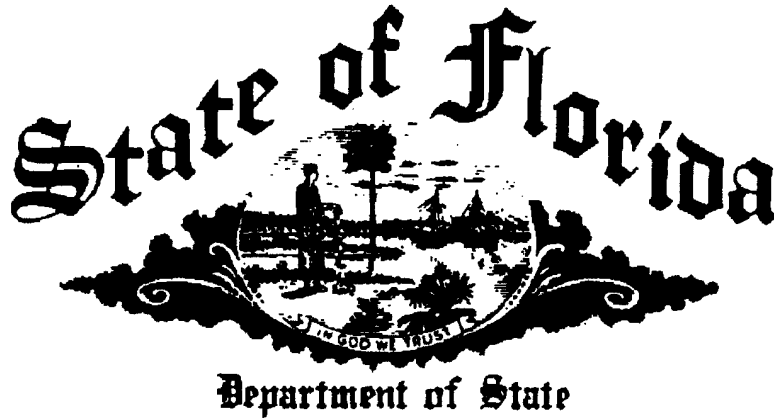
- 1) ALL DIMENSIONS SHOWN ARE APPROXIMATE.
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**BOWYER-SINGLETON  
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407-843-5120 • FAX 407-649-8664  
ENGINEERING BUSINESS #1221

**BUILDING FRONT ELEVATION**

...DGN-GeopaK\OJC3cdoAF08.dgn



I certify from the records of this office that JACKSON PARK CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 26, 2006.

The document number of this corporation is N06000011200.

I further certify that said corporation has paid all fees due this office through December 31, 2006, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 106A00063890-102706-N06000011200-1/1, noted below.

Authentication Code: 106A00063890-102706-N06000011200-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-seventh day of October, 2006



*Sue M. Cobb*

Sue M. Cobb  
Secretary of State

Exhibit C

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of JACKSON PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on October 26, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000261348. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N06000011200.

Authentication Code: 106A00063890-102706-N06000011200-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-seventh day of October, 2006



*Sue M. Cobb*  
Sue M. Cobb  
Secretary of State



**ARTICLES OF INCORPORATION  
OF  
JACKSON PARK  
CONDOMINIUM ASSOCIATION, INC.  
(A Florida Corporation Not for Profit)**

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these Articles of Incorporation are defined in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the Declaration amongst the Public Records of Orange County, Florida, shall have the meaning of such terms set forth in such Act, unless otherwise defined herein, and, for clarification, the following terms will have the following meanings:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the first Declaration amongst the Public Records.

B. "Articles" means these Articles of Incorporation of the Association.

C. "Assessment" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in each Declaration) which from time to time are assessed against a Home.

D. "Association" means Jackson Park Condominium Association, Inc., a Florida corporation not for profit, responsible for operating Jackson Park.

E. "Association Expenses" means the expenses for the operation and administration of the Association in carrying out its powers and duties, including the operation, maintenance, repair or replacement of Association Property, and the cost of taxes and insurance thereon, in the event there is more than one (1) Jackson Park Condominium. Any such expenses shall be Common Expenses if only the Condominium, including all Phases, is created in Jackson Park.

F. "Association Property" means that property, real and personal, which is owned or leased by the Association for the benefit of its Members. A drainage tract located adjacent to the Condominium Property shall be conveyed to the Association as Association Property.

G. "Board" means the Board of Directors of the Association.

H. "Bylaws" means the Bylaws of the Association.

I. "Common Elements" means the portion of the Condominium Property not included in the Homes.

FTL:1354834:3

J. "Common Expenses" means expenses for which the Home Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include:

- (i) expenses incurred in connection with the operation, maintenance, repair or replacement of the Common Elements and the Association Property, costs of carrying out the powers and duties of the Association with respect to Jackson Park Condominium(s) and the Condominium Property of each, cost of fire and extended coverage insurance on the Condominium Property; and
- (ii) any other expenses designated as Common Expenses from time to time by the Board.

K. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, Assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

L. "Condominium" means Jackson Park, a Condominium, and any other Jackson Park Condominium, if any. The term "the Condominium" refers solely to the condominium named in this definition.

M. "Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with any Jackson Park Condominium.

N. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration(s) and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Homes and Common Elements and all easements intended for use in connection with Jackson Park, all as more particularly described in the Declaration.

O. "County" means Orange County, Florida.

P. "Declaration" means the Declaration of Condominium of Jackson Park, a Condominium, as it may be amended from time to time, by which the Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act, and any other declaration of condominium for a Jackson Park Condominium, if any.

Q. "Developer" means Centex Homes, a Nevada general partnership, its successors, grantees and assigns. A Home Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Home Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

R. "Director" means a member of the Board.

FTL:1354834:3

S. "Home" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

T. "Home Owner" means "unit owner" as defined in the Act and is the owner of a Home.

U. "Jackson Park" means the name given to the planned residential development known as Jackson Park, a Condominium, which is currently being developed by Developer, and which is planned to contain one hundred fifty-six (156) two (2)-story Homes in twenty-nine (29) residential buildings, as well as Common Elements, including roads, a pool and cabana and a tot lot.

V. "Jackson Park Condominium" means a condominium created within Jackson Park.

W. "Majority Election Meeting" means that meeting described in Paragraph IX.D herein.

X. "Member" means a member or members of the Association.

Y. "Phase" means a portion of Jackson Park and improvements thereon which, as contemplated by Section 718.403 of the Act, may become part of the Condominium Property of the Condominium by the recording of a Declaration or an amendment thereto.

Z. "Public Records" means the Public Records of the County.

AA. "Purchaser Members" means those Home Owners defined in Paragraph IX.C herein.

BB. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or other entity representative who is authorized to vote on behalf of a Home owned by more than one (1) owner or by any entity.

CC. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

**ARTICLE I  
NAME, PRINCIPAL AND MAILING ADDRESS**

The name of this Association shall be JACKSON PARK CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is 2301 Lucien Way, Suite 400, Maitland, Florida, 32751.

**ARTICLE II  
PLAN OF DEVELOPMENT AND  
PURPOSE OF ASSOCIATION**

A. Developer intends to develop the Condominium on property Developer owns in the County. Developer intends to develop the Condominium as a "phase condominium" as contemplated by Section 718.403 of the Act, which is intended to consist of thirty-two (32) Phases. If Developer submits all of the Phases to condominium ownership as part of the Condominium by recording the Declaration and phase amendments thereto, then the Condominium shall be the only condominium administered by the Association.

B. If Developer does not submit all of the Phases described in the Declaration of Jackson Park, a Condominium to condominium ownership, then Developer may develop the land of any such Phases(s) not made a part thereof as another Jackson Park Condominium(s) to be administered by the Association.

C. 1. The Association shall be the condominium association responsible for the operation of each Jackson Park Condominium(s), subject to the terms and restrictions of the Condominium Documents; however, Developer reserves the right to incorporate additional association(s) if more than one (1) condominium is created within Jackson Park. Each Home Owner shall be a Member of the Association as provided in these Articles.

2. The purpose for which this Association is organized is to maintain, operate and manage the Condominium and Association Property, as well as, if applicable, any additional Jackson Park Condominium(s), and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Condominium Documents, and all other lawful purposes.

**ARTICLE III  
POWERS**

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers to be granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Condominium Property and Association Property, the levying and collection of Common Expenses, including Association Expenses, if any, and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (being the Homes and the Common Elements), and the Association Property;

2. To make, levy, collect and enforce Assessments and special charges, and any other charges and/or fees as provided in the Condominium Documents, against Home Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and Condominium Property and any other Jackson Park Condominium it may operate, as well as the Association Property, and the payment of Common Expenses and Association Expenses, if any, and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property and Association Property in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Condominium Property and Association Property in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Condominium Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and Association Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and Association Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses or Association Expenses, if any, of the Condominium and any other Jackson Park Condominium operated by the Association and to enter into agreements for the installation, maintenance and operation of a "Master" television antenna system and a cable television system, if any;

7. To purchase: (i) Home(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Condominium Documents; and

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property in accordance with the Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

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**ARTICLE IV  
MEMBERS**

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership, and the manner of voting by Members shall be as follows:

A. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).

B. Once the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Home Owners, which shall mean in the first instance Developer as the owner of all the Homes, shall be entitled to exercise all of the rights and privileges of the Members. Developer shall be a Member so long as it is the record owner of any Home in the Condominium or of any unit in any other Jackson Park Condominium operated by the Association.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Home as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Home Owner shall terminate as to that Home. Where title to a Home is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Home shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Home.

D. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Home.

E. If a second Jackson Park Condominium is submitted to condominium ownership, membership in the Association shall be divided into classes ("Class Members") with Home Owners in each Jackson Park Condominium constituting a class. If one or more additional Jackson Park Condominiums are submitted to condominium ownership, the Home Owners thereof who are Members of the Association shall also be Class Members as to each additional condominium. Each class shall be designated by a letter denoting the sequence in which a particular Jackson Park Condominium was submitted to condominium ownership. For example, the Home Owners of the Condominium, provided it is the first Jackson Park Condominium created and an additional Jackson Park Condominium(s) is or are created, would be "Class A Members" and the unit owners of the next Jackson Park Condominium created would be "Class B Members."

F. With respect to voting, the following provisions shall apply:

1. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and F.3 below. In any event, however, each Home shall be entitled to only one (1) vote, which vote(s) shall be exercised and cast in accordance with the applicable Condominium Documents. In the event there is more than one (1) Home Owner with respect to a Home as a result of the fee interest in such Home being held by more than one (1) person or an entity, such owners collectively shall be entitled to only one (1) vote for each Home owned in the manner determined by the applicable Declaration.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Jackson Park Condominium or any combination of Jackson Park Condominiums shall be voted upon only by the Class Members of the applicable Jackson Park Condominium(s) and shall be determined by a vote of the majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws); and

(b) Matters substantially pertaining to all of the Jackson Park Condominiums or the Association as a whole shall be voted on by the entire membership and shall be determined by a vote of a majority of the Voting Interests in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. Any decision as to whether a matter substantially pertains to a particular Jackson Park Condominium or any combination of or all of the Jackson Park Condominiums or to the Association as a whole, for purposes of voting, shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting a Jackson Park Condominium or any combination of Jackson Park Condominiums which the Board determines requires the vote of the Members as a whole shall be effective with regard to a Jackson Park Condominium unless the Class Members of the particular Jackson Park Condominium or any combination of Jackson Park Condominiums so affected shall be given the opportunity to also vote on said action or resolution as a class or classes.

4. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

5. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

**ARTICLE V  
TERM**

The term for which this Association is to exist shall be perpetual.

**ARTICLE VI  
INCORPORATOR**

The name and address of the Incorporator of these Articles are as follows: Patrick J. Knight, 2301 Lucien Way, Suite 400, Maitland, Florida 32751.

**ARTICLE VII  
OFFICERS**

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

**ARTICLE VIII  
FIRST OFFICERS**

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Thomas K. Bontrager
Vice President	Lawrence M. Sheeler
Secretary/Treasurer	Debra Riggs



**ARTICLE IX  
BOARD OF DIRECTORS**

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the "Majority Election Meeting" (as hereinafter defined) following the "Developer's Resignation Event" (as hereinafter defined) shall be no less than three (3) nor more than seven (7). Beginning with the Majority Election Meeting, there shall be a Class Director for each Jackson Park Condominium, if applicable, and, if necessary, subsequent to Developer's Resignation Event, there shall also be an additional Director elected "at large," so that there will always be an odd number of Directors. The number of Directors elected by the Members at and subsequent to the Majority Election Meeting shall be as provided in Paragraph L of this Article IX. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members except that if a Home is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Thomas K. Bontrager	2301 Lucien Way, Suite 400 Maitland, Florida 32751
Lawrence M. Sheeler	2301 Lucien Way, Suite 400 Maitland, Florida 32751
Debra Riggs	2301 Lucien Way, Suite 400 Maitland, Florida 32751

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Home Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the Homes in the first Jackson Park Condominium created (as evidenced by the recordation of deeds), including Homes located in all Phases of the Condominium, as contemplated in the Declaration (provided Developer still has the right to submit the additional Phases to condominium ownership), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial

Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.C.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

1. Purchaser Members other than the Developer are entitled to elect not less than a majority of the Board upon the happening of any of the following, whichever shall first occur (reciting the provisions of Sections 718.301[1][a] - [e] of the Act, as required by Rule 61B-17.0012, F.A.C.):

a. Three (3) years after fifty percent (50%) of the "Total Homes" (as hereinafter defined) have been conveyed to purchasers;

b. Three (3) months after ninety percent (90%) of the Total Homes have been conveyed to purchasers;

c. When all the Total Homes have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or

d. When some of the Total Homes have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

e. Seven (7) years after recordation of the Declaration or, in the case of an association which may ultimately operate more than one (1) condominium, seven (7) years after recordation of the Declaration for the first condominium it operates, or in the case of an association operating a phase condominium created pursuant to Section 718.403 of the Act, seven (7) years after recordation of the declaration creating the initial phase, whichever occurs first. Developer is entitled to elect at least one (1) member of the Board of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Homes in a Jackson Park Condominium. Following the time Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned Homes in the same manner as any other Home Owner, except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board.

The term "Total Homes" means the number of Homes contemplated for all of the Jackson Park Condominiums (less the number of Homes in any and all Phase[s] of any Jackson Park Condominium[s] developed as a phase condominium pursuant to the Act for which Developer decides neither to submit as part of any Jackson Park Condominium, as provided in the Declaration,

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nor to submit to condominium ownership as a separate condominium[s], or which Developer determines to have operated by another condominium association).

2. Notwithstanding the above Article IX.D (1), Developer shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. If upon the occurrence of the Majority Election Meeting, more than one (1) Jackson Park Condominium has been subjected to administration by the Association, then a class of Directors ("Class Directors") shall be created for each Jackson Park Condominium in the manner provided for in Paragraph G of this Article IX. Each class of Director shall be designated by a letter denoting the sequence in which the subject Jackson Park Condominium was created. For example, the Directors of the Condominium, provided it is the first Jackson Park Condominium, would be "Class A Directors" and the directors of the next Jackson Park Condominium would be "Class B Directors." Each Jackson Park Condominium shall have one (1) Class Director and one or more Director(s) shall be elected "at large," in accordance with Paragraph A of this Article IX if required by Paragraph A of this Article IX.

G. At the Majority Election Meeting, each class of Purchaser Members shall elect one (1) Director and Developer, until the Developer's Resignation Event, shall be entitled to designate Directors, the number of which shall be one (1) less than the number of Directors elected by the Purchaser Members. (In the event there is not more than one [1] Jackson Park Condominium, the Purchaser Members shall elect two [2] Directors and Developer shall designate one [1] Director). Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

H. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows (as to those Directors elected by the Purchaser Members only):

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2)-year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

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I. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member or members to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

J. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors who shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

K. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the Homes in a Jackson Park Condominium for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event." Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

L. At each Annual Members' Meeting held subsequent to the year in which the Majority Election Meeting occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors. In the event, however, there are two (2) or more Jackson Park Condominiums operated by the Association, then the minimum number of Directors shall be one (1) Director from each class elected by the Class Members thereof and, if necessary to have an odd number of Directors, one (1) Director-at-Large elected by all of the Members.

M. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to the Association and Association Property, or all of the Jackson Park Condominiums.
3. On matters pertaining exclusively to a particular Jackson Park Condominium, only the affected Class Directors shall vote thereon.
4. Subject to the provisions of subparagraphs 1, 2 and 3 immediately preceding,

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the Board as a whole shall determine whether a matter shall be voted on by Class Directors or by the entire Board as a whole. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

5. In the determination of whether a quorum exists or whether the Board has duly acted with respect to any matter: (a) on matters which are voted on by the Board as a whole, such determination shall be made with respect to the number of all of the Directors; and, (b) on matters which are voted on by Class Directors, such determination shall be made with respect to the number of Class Directors.

#### **ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Assessments against Members to defray the costs of the Common Expenses and, if applicable, the Association Expenses, and collecting that portion of the Common Expenses and, if applicable, the Association Expenses, attributable to Home Owners in each Jackson Park Condominium as determined in accordance with the Condominium Documents.

B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

C. Maintaining, repairing and operating the improvements within the Jackson Park Condominium(s) and the Association Property.

D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Jackson Park Condominium(s) and the Association Property.

E. Making and amending rules and regulations with respect to the Jackson Park Condominium(s) and for the Association Property.

F. Enforcing by legal means the provisions of the Condominium Documents.

G. Contracting for the management and maintenance of the Condominium Property and the Association Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records and enforcement of rules, and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Paying taxes and assessments which are or may become liens against the Common Elements of any Jackson Park Condominium and assessing the same against the Home Owners who are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and to allocate the premiums therefor in accordance with the Condominium Documents.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of any Jackson Park Condominium, or the Association Property, and not billed directly to Home Owners.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of the Association and paying all salaries therefor.

L. Engaging in mandatory nonbinding arbitration as provided for in Section 718.112(2)(k) of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(k) and 718.1255 are incorporated by reference herein.

M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

N. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Paragraph X.M. above, on the Condominium Property to ensure their availability to Home Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

O. Ensuring that the following contracts shall be in writing:

1. Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract; and

2. Any contract, regardless of term, for the provision of services, other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums, as the Act and such rules may be amended from time to time.

P. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

Q. Approving or disapproving proposed purchasers of Homes, by sale, gift, devise, inheritance or otherwise, and approving or disapproving of proposed lessees of Homes in accordance

with any existing or future provisions set forth in the Condominium Documents and the Act and collecting the highest fee allowed therefor by the Act.

R. All other powers and duties reasonably necessary to operate and maintain Jackson Park Condominium(s) administered by the Association in compliance with the Condominium Documents and the Act.

#### **ARTICLE XI INDEMNIFICATION**

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he or they may become involved by reason of his or their being or having been a Director(s) or officer(s) of the Association. The foregoing provisions for indemnification shall apply whether or not he or they is or are a Director(s) or officer(s) at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to, Developer.

#### **ARTICLE XII BYLAWS**

The Bylaws shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

**ARTICLE XIII  
AMENDMENTS**

A. Prior to the recording of the Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment, and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such amendment(s) and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After the recording of the first Declaration amongst the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice");

3. At such meeting a vote of the Members, including Developer as to any Homes it owns, shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon, unless only a Class or Classes of Members is or are entitled to vote thereon pursuant to Article IV hereof, in which event the proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of Members of the or each Class entitled to vote thereon as a Class and the affirmative vote of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and the written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of a meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in any Declaration.



D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of a Declaration, recorded amongst the Public Records as an amendment to each recorded Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Home or of any "Institutional Mortgage" (as defined in each Declaration) without its prior written consent to the degree this provision is permitted by the Act.

#### ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV.E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

1. Binds the Association; and
2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

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**ARTICLE XV  
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Association is 2301 Lucien Way, Suite 400, Maitland, Florida 32751, and the initial registered agent of the Association at that address shall be Patrick J. Knight.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 20<sup>th</sup> day of October, 2006.

  
\_\_\_\_\_  
PATRICK J. KNIGHT, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Jackson Park Condominium Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

  
\_\_\_\_\_  
PATRICK J. KNIGHT, Registered Agent

**BYLAWS  
OF  
JACKSON PARK  
CONDOMINIUM ASSOCIATION, INC.**

**Section 1. Identification of Association**

These are the Bylaws of JACKSON PARK CONDOMINIUM ASSOCIATION, INC. (“Association”), as duly adopted by its Board of Directors (“Board”). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering the condominium known as Jackson Park, a Condominium and possibly one (1) or more other condominium(s) which may be developed in the development known as Jackson Park, as more particularly set forth in the Articles of Incorporation of the Association (“Articles”).

1.1. The office of the Association shall be for the present at 2301 Lucien Way, Suite 400, Maitland, Florida 32751, and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the corporation shall bear the name of the corporation, the word “Florida” and the words “Corporation Not For Profit.”

**Section 2. Definitions**

2.1. All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes (“Act”), as amended through the date of recording the “Declaration” amongst the Public Records of Orange County, Florida (“County”) and, for clarification, certain terms shall have the meanings ascribed to them in the Articles. All terms defined in the Articles shall appear with initial capital letters each time such term appears in these Bylaws.

2.2. Notwithstanding anything to the contrary herein, references to any of the Condominium Documents shall be deemed to include any amendment to any such document as set forth therein.

**Section 3. Membership; Members’ Meetings; Voting and Proxies**

3.1. The qualification of Members, the manner of their admission to membership and the termination of such membership shall be as set forth in Article IV of the Articles.

3.2. The Members shall meet annually at the office of the Association or at such other place in the County, at such time as determined by the Board and as designated in the notice of such meeting (“Annual Members’ Meeting”), commencing with the year following the year in which the Articles are filed with the Secretary of State. All such meetings shall be conducted in the English language. The purpose of the Annual Members’ Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

3.3. Special meetings of the Members or any Class Members, as the case may be, shall be held at any place within the State of Florida whenever called by the President or Vice President of the Association or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from one-third (1/3) of the Members or any Class Members, as the case may be, except as otherwise provided in subsections 4.5(a) and 7.3(b) hereof. Unless specifically stated otherwise herein, the

provisions of these Bylaws pertaining to meetings of Members shall also be applicable to meetings of Class Members.

3.4. Except as otherwise provided herein, written notice of a meeting (whether the Annual Members' Meeting or a special meeting of the Members) shall be mailed or hand delivered to each Member at his or her last known address as it appears on the books of the Association or electronically transmitted to the location furnished by the Home Owner for that purpose. Proof of such mailing shall be given by affidavit of the person who mailed such notice and also by such other method as may be required by the Act. The notice shall state the time and place of such meeting and the purposes for which the meeting is called. Unless a Member waives in writing the right to receive notice of the meeting, written notice of Annual Members' Meetings and special meetings of the Members shall be mailed, hand delivered or electronically transmitted to each Member in the manner required by the Act, not less than fourteen (14) days prior to the date of the meeting. Notice of the Annual Members' Meeting or special meeting of the Members shall be posted at a conspicuous place on the Condominium Property, as more particularly set forth in the rules and regulations, at least fourteen (14) continuous days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Members on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under this Section 3.4. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficiently continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. If a meeting of the Members, either a special meeting or an Annual Members' Meeting, is one which, by express provision of the Act or Condominium Documents (provided the express provision of the Condominium Documents is in accordance with the requirements of the Act) there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Section 3.4, then such express provision shall govern.

3.5. The Members or any Class Members, as the case may be, may waive notice of special meetings; and, at the discretion of the Board, act by written agreement in lieu of a meeting. Written notice of the matter or matters to be considered by written agreement in lieu of a meeting shall be given to the Members or any Class Members, as the case may be, at the addresses and within the time periods set forth in Section 3.4 hereof or duly waived in accordance with such Section. The notice shall set forth a time period during which time a response must be made by a Member or "Proxy" (as hereinafter defined). The decision of a majority of a quorum of the Voting Interests (as evidenced by written response to be solicited in the notice) shall be binding on the Members or any Class Members, as the case may be, provided a quorum of the Members or any Class Members, as the case may be, submits a response. However, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.6. A quorum of the Members shall consist of persons entitled to cast votes on behalf of a majority of the entire membership. A quorum of any Class Members shall consist of persons entitled to cast votes on behalf of a majority of such Class Members. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the Voting Interests present in person or represented by written Proxy shall be required to decide the question. However, if the question is one which, by express provision of the Act or the Condominium Documents (provided the express provision of the Condominium Documents is in accordance with the requirements of the Act), requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7. If any meeting of the Members or any Class Members, as the case may be, cannot be properly held because a quorum is not in attendance, the Members entitled to vote thereat who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. A quorum is not required for an election to occur; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. In the case of the meeting being adjourned, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8. If a quorum is not in attendance at a meeting, the Members entitled to vote thereat who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present with no further notice of such adjourned meeting being required unless otherwise determined by the Board. In the event any meeting is adjourned or postponed to be continued at another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided herein shall be reduced to the presence in person or by Proxy of one-third (1/3) of the Voting Interests of Members or Class Members, as applicable, of the Association at the adjourned meeting. Actions approved by a majority of the Voting Interests of Members or Class Members, as applicable, present in person or by Proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all Members or Class Members and for all purposes except where otherwise provided by law, in the Declaration, in the Articles, or in these Bylaws. This reduction of the quorum requirements shall apply only if the Board sends notice of the adjourned or postponed meeting to the Members or Class Members as elsewhere provided, which notice must specifically provide that quorum requirements will be reduced at the adjourned or postponed meeting.

3.9. At any Annual Members' Meeting at which elections of Directors are to occur, Directors shall be elected by written ballot or voting machine. In no event shall Proxies be used in electing the Board, either in general elections or elections to fill vacancies caused by resignation, recall, or otherwise, unless otherwise provided in the Act. The procedures for the nomination of candidates and voting in elections shall be as provided in Section 718.112(2)(d)(3) of the Act.

3.10. Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes report.

3.11. If, as and when one (1) or more Jackson Park Condominium(s), other than the Condominium, are created and subjected to the administration of the Association, Class memberships shall be created for Home Owners in each additional Condominium. All classes of Members shall vote in the manner stated in Article IV of the Articles. Voting rights of Members shall be as stated in each Declaration of a Jackson Park Condominium and the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument in writing, signed by a Member, appointing a person to whom the Member delegates the Member's right to cast a vote or votes in the Member's place and stead. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof; provided, however, that no Proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, provided this express provision is not inconsistent with the requirements of the Act, in which case the Act shall govern and control. Each Proxy shall contain the date, time and place of the meeting for which the Proxy is given. A limited Proxy shall set forth those items upon which the holder of the Proxy may vote and the manner in which the vote is cast. Limited Proxies and general Proxies may be used to establish a quorum. Members shall not vote by general Proxy, except as provided in Section 718.112(2)(b)(2) of the Act, but may vote by limited Proxy. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast by virtue of such Proxy.

3.12. Upon demand of any Member at any time prior to a vote upon any matter at a meeting of the Members, or any Class Members, any Member or Class Member, as applicable, may demand voting on such matter shall be by secret ballot. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.13. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations of the Association. In addition, any Member may tape record or videotape a meeting in accordance with said rules and regulations.

#### Section 4. Board of Directors; Directors' Meetings

4.1. The form of administration of the Association shall be by a Board of not less than three (3) Directors. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors (which must be an odd number) shall be determined by the Board from time to time. Except for Developer-appointed Directors, Directors must be Members of the Association or the spouses, parents or children of Members.

4.2. The provisions of the Articles setting forth the selection, designation, election and removal of Directors, including, but not limited to, the division of the Board into Class Directors, are hereby incorporated herein by reference. Voting for Directors, if applicable, shall be noncumulative (there shall be appurtenant to each Home as many votes for Directors as there are Directors for the Class to be elected, together with as many votes for Directors as there are Directors-at-Large to be elected; provided, however, no Member may cast more than one [1] vote for each Home owned by him or her for any one [1] person nominated as a Director or Director-at-Large). Directors elected by the Members in accordance with Article IX of the Articles shall be elected by a plurality of votes cast by the Members present in person or by Proxy and entitled to vote at a properly held Annual Members' Meeting or special meeting of the Members.

4.3. Subject to Section 4.5 below and the rights of Developer as set forth in the Articles and as set forth in subsection 4.5(b) below, vacancies on the Board shall be filled by person(s) elected by the affirmative vote of a majority of the remaining Directors (or by the remaining Class Directors, if applicable). Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting. A Director elected by the Board to fill a vacancy shall hold office only until the next election of Directors by the Members.

4.4. The term of each Director's service, except as provided in Section 4.3 of these Bylaws, shall extend until the next Annual Members' Meeting and thereafter, until his or her successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided herein.

4.5. (a) A Director elected by the Purchaser Members, as provided in the Articles, may be removed from office with or without cause upon the affirmative vote or the agreement in writing of the Purchaser Members acting on behalf of a majority of Voting Interests held by Purchaser Members at a special meeting of the Purchaser Members. A Director elected by Class Members, as provided in the Articles, may be removed from office with or without cause upon the vote on the agreement in writing by a majority of such Class Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in Section 718.112(2)(j) of the Act, as it may be amended from time to time.

(b) A Director on the First Board or designated by Developer as provided in the Articles may be removed only by Developer. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in Rule 61B-23.0026, F.A.C.

4.6. Notice to Members of the Annual Members' Meeting at which the Board of Directors is elected shall specify that the organizational meeting of the newly elected Board shall be held immediately following the Annual Members' Meeting. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting. In the event the newly elected Board announces at the Annual Members' Meeting that it will not have its organizational meeting immediately after the Annual Members' Meeting, the Members shall be properly noticed as provided in these Bylaws of the place and time, as shall be fixed by the Directors at the meeting at which they were elected, provided such organizational meeting shall be held within ten (10) days of such election.

4.7. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. All meetings of the Board shall be conducted in the English language. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors. Participation in meetings of the Board by telephone or another form of electronic communication is permitted subject to the requirements of Section 718.112(2)(b)5 of the Act. The provisions of these Bylaws pertaining to meetings of the Board as a whole shall also be applicable to meetings of Class Directors.

4.8. Notice of the time, agenda and place of the organizational, regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property of each Jackson Park Condominium, as more specifically set forth in the rules and regulations, at least forty-eight (48) continuous hours in advance for the attention of Members. Notice of any meeting where regular Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments. Notice of a meeting where non-emergency Special Assessments or amendments to rules regarding Home use will be considered shall be mailed, hand delivered or electronically transmitted to the Home Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Board on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under this Section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficiently continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Proof of such mailing shall be given by affidavit executed by the person providing the notice and filed among the official records of the Association. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9. For matters to be considered by the Board as a whole, as set forth in Article IX, Paragraph M of the Articles, a quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the other Condominium Documents. For matters to be considered by Class Directors, as set forth in Article IX, Paragraph M of the Articles, a quorum of the Board shall consist of a majority of the affected Class Directors and such matters approved by a majority of the Class Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the other Condominium Documents. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. A vote or abstention for each Director present shall be recorded in the minutes. If at any meetings of

the Board there shall be less than a quorum present, the majority of those present entitled to vote may adjourn the meeting from time to time until a quorum is present. At any properly held adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.10. The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11. Directors shall not receive any compensation for their services. This provision shall not, however, preclude the Board from employing a Director as an employee of the Association nor preclude contracting with a Director for the management of all or any portion of Jackson Park.

4.12. The Board shall have the power to appoint executive committees of the Board consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board as may be delegated to such executive committees by the Board.

4.13. Meetings of the Board shall be open to all Members. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations of the Association. All Board meetings shall be conducted in the English language. In addition, any Member may tape record or videotape a meeting in accordance with said rules and regulations.

#### Section 5. Fining Procedure for Enforcement of the Condominium Documents; Fees

5.1. The Association, through its Board, may, from time to time, adopt enforcement procedures with respect to the Condominium as it determines to be in the best interests of the Condominium and the Home Owners and in accordance with the Act. The Board may promulgate, modify, alter, amend or rescind such enforcement procedures in its discretion and in accordance with the Act.

#### 5.2. Exemptions and Hearings

(a) Any Home Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

(b) Before any items of construction can be materially altered or demolished, judicial proceedings must be instituted by the Association.

5.3. A Home Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Home Owners shall be responsible to pay all legal fees (including but not limited to, attorney and paralegal fees and court costs) and management company fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any court costs, reasonable attorney's fees and management fees incurred in collection, and then to the delinquent Assessment.



#### 5.4. Written Inquiries by Home Owners

Written inquiries by Members to the Board shall be handled in accordance with Section 718.112(2)(a)(2) of the Act, as it may be amended from time to time.

#### Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed from office without cause by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect and designate the powers and duties of such other officers and assistant officers as the Board shall find to be required to manage the affairs of the Association.

6.2. The President, who shall be a Director, shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the president of a condominium association including, but not limited to, the power to appoint committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board.

6.3. The Vice President(s) shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc. and shall be called upon in such order to exercise the powers and perform the duties of the President if he or she is absent or incapacitated.

6.4. The Secretary shall cause the minutes of all meetings of the Board and of the Members to be kept, which minutes shall be recorded in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall assist the Secretary and shall perform the duties of the Secretary when the Secretary is absent.

6.5. The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the Assessment rolls and accounts of the Members; he or she shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer and shall perform the duties of the Treasurer whenever the Treasurer is absent.

6.6. Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing an officer as an employee of the Association nor preclude contracting with an officer for the management of all or any portion of Jackson Park.

#### Section 7. Accounting Records; Fiscal Management

##### 7.1. Accounting Records

(a) The Association shall maintain the official records of the Association in accordance with Section 718.111(12) of the Act, which records shall be open to inspection by Members and owners of first mortgages on Homes or their authorized representatives at reasonable times. The Association may charge Home Owners, owners of first mortgages on Homes or their authorized representatives its actual costs for

preparing and furnishing copies of the documents including, but not limited to, the Declaration, Articles, Bylaws, rules and regulations, question and answer sheet and any amendment to the foregoing to those requesting same. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within five (5) working days before the date of the inspection. The official records shall include accounting records for the Association and, if applicable, separate accounting records for each Condominium it operates, maintained according to good accounting practices, and such accounting records shall be maintained for a period of not less than seven (7) years. Accounting records so maintained by the Association shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures; (ii) a current account, and a monthly statement of the account for each Home or as reported at such interval as may be required by the Act, as amended from time to time by the Florida Legislature, designating the name of the owner thereof, the due date and amount of each Assessment, the amount paid upon the account, and the balance due; (iii) all audits reviews, accounting statements and financial reports of the Association; and (iv) all contracts for work to be performed, and such bids shall be considered official records and maintained for a period of one (1) year.

(b) Within ninety (90) days after the end of each fiscal year, a report of the actual receipts and expenditures of the Association for the previous twelve (12) months ("Report") shall be prepared by an accountant or Certified Public Accountant in accordance with Section 718.111(13) of the Act. The Report shall be prepared consistent with the requirements of Rule 61B-22.006, F.A.C. and a copy of such report shall be furnished in accordance with the Act to each Member so requesting in writing. The Report will include account classifications designated in the Act, if applicable, and accounts otherwise included at the Board's discretion. The Report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association. Any mortgagee of a Home may have an audited financial statement of the Association's accounts prepared at its own expense, if there is no audited financial statement available from the Association.

## 7.2. Budget

(a) The Board shall adopt a Budget for the Common Expenses of each Condominium comprising the Jackson Park Condominiums and, if applicable, a schedule of Association Expenses ("Budget") for each forthcoming fiscal year ("Budget Year") at a special meeting of the Board ("Budget Meeting") called for that purpose in October or November prior to the applicable Budget Year. Prior to the Budget Meeting, a proposed Budget for the Condominium shall be prepared by or on behalf of the Board, which Budget(s) shall include, but not be limited to, the following items of expense applicable to the Condominium:

- (i) Administration of the Association
- (ii) Utilities
- (iii) Management Fees
- (iv) Maintenance
- (v) Rent for recreational and other commonly used facilities
- (vi) Taxes upon Association Property, if any
- (vii) Taxes upon leased areas
- (viii) Insurance
- (ix) Security provisions
- (x) Other expenses
- (xi) Operating capital
- (xii) Reserves for Capital Expenditures and Deferred Maintenance
- (xiii) Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes
- (xiv) Other expenses and costs

- (xv) Home Owner Expenses
  - a. Rent for the Home, if subject to a lease
  - b. Rent payable directly to the lessor or agent under any recreational lease for the use of commonly used facilities

(b) The Budget for the Condominium or any other Jackson Park Condominium constitutes an estimate of the expenses to be incurred by the Association for and on behalf of the Condominium or each such Condominium, as the case may be. The procedure for the allocation of the expenses attributable to each such Condominium, which are the Common Expenses of each such Condominium, shall be as follows:

(i) Association Expenses which are applicable to more than one (1) Jackson Park Condominium (such as administrative expenses and Association Property costs) shall be allocated by the Board amongst the several Jackson Park Condominiums to which such expenses are applicable by multiplying the amount of such expenses by a fraction with respect to each Condominium, the numerator of which is the number of Homes within the particular Jackson Park Condominium to which such expenses are being allocated and the denominator of which is the total number of Homes in the various Jackson Park Condominiums to which such expenses are applicable, which amount, as to each such Condominium, shall be a Common Expense of that Condominium; provided, however, that if such method of allocation is inequitable due to the fact that a grossly disproportionate amount of such expenses are attributable to a particular Jackson Park Condominium, then the Board may allocate such expenses in a manner deemed by it to be fair and equitable.

(ii) Association Expenses which are applicable to one (1) Jackson Park Condominium (such as, but not limited to, utilities and maintenance for the Common Elements of a particular Jackson Park Condominium) shall be allocated by the Board as a Common Expense solely of such Jackson Park Condominium.

(iii) In the event only the Condominium is administered by the Association, then all expenses of the Association shall be Common Expenses and there shall be no Association Expenses.

(c) Association Expenses with respect to Association Property shall be assessed against all Homes in direct proportion to the fractional share of ownership in the Common Elements and in the Common Surplus as set forth in the Declarations of all the Condominiums comprising Jackson Park Condominium(s), as they may exist from time to time, after the allocation between or among said Condominiums is made by the Board pursuant to subsection 7.2(b)(i) hereinabove.

(d) Unless waived by the Members, the Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Condominium Property and, if applicable, the Association Property. The Budget for the Condominium or each Jackson Park Condominium, as applicable, shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property and, if applicable, the Association Property. The reserve accounts shall include, but not be limited to, roof replacement, roadway resurfacing and building exterior repainting regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event that, by a majority vote of either Members or Class Members, as applicable, at a duly called meeting of the Association, the Members or Class Members, as applicable, elect to have less than a full reserve or no reserve for deferred maintenance and replacement, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be. Reserve funds and any interest accruing thereon shall remain in the reserve account(s), and be used only for authorized

reserve expenditures unless their use for other purposes is approved in advance by a vote of the majority of the applicable Voting Interests voting in person or by Limited Proxy at a duly called meeting of the Association.

(e) Copies of the applicable proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member or Class Member, as applicable, at the Member's last-known address, as reflected on the books and records of the Association, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members. Failure to timely adopt a Budget for the Condominium or any Jackson Park Condominium, as applicable, shall not alter or abrogate the obligation to pay Common Expenses.

(f) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one (1) calendar year for Common Expenses and/or Association Expenses which cover more than such calendar year; (iv) Assessments shall be made not less frequently than quarterly (unless decided otherwise by the Board) in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses and for all unpaid expenses previously incurred; and (v) expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year as such expenses are incurred in accordance with generally accepted accounting standards and principles.

(g) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not included in a Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from expenses being greater than income from Assessments, then such deficits shall be carried into the applicable Budget for the next succeeding year as a deficiency or shall be the subject of a Special Assessment to be levied by the Board as otherwise provided in the applicable Declaration.

(h) The Board may also include in the proposed Budget a sum of money as an assessment for the making of betterments to the Condominium Property and Association Property for anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis. This sum of money so fixed may then be levied upon the Members by the Board as a Special Assessment and shall be considered an "Excluded Expense" under subsection 7.3(a) hereof.

### 7.3. Adoption of Budget

Until the provisions of Section 718.112(2)(e) of the Act relative to the Members' approval of a Budget requiring Assessments against the Members in excess of 115% of such Assessments against the Members in the preceding year are declared invalid by the courts, or until amended by the Florida Legislature, the following shall be applicable (however, if such amendment merely substitutes another amount for 115%, then such new amount shall be substituted for 115% each time it is used in this Section 7.3):

(a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against Members in an amount which is not greater than one hundred fifteen percent (115%) of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Assessments required to meet the Budget exceed one hundred fifteen percent (115%) of such Assessments against the Members for the preceding year ("Excess Assessment"), then the provisions of subsections 7.3(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses ("Excluded Expenses") as follows:

(1) Reserves for repair or replacement of any portion of the Condominium Property and/or Association Property;

(2) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and

(3) Assessments for betterments to the Condominium Property and/or Association Property.

(b) Should the Excess Assessment be adopted by the Board, then upon delivery to the Board, within twenty-one (21) days after the Budget Meeting, of a written application requesting a special meeting signed by ten percent (10%) of the Voting Interests of the Members, the Board shall call a special meeting to be held upon not less than fourteen (14) days' written notice to each Member, but to be held within sixty (60) days of the adoption of the budget including the Excess Assessment. At said special meeting, the Members shall consider and enact a Budget of Common Expenses ("Revised Budget"). The adoption of the revisions to the Revised Budget shall require approval of not less than a majority of Voting Interests appurtenant to all Homes in the Condominium or each Jackson Park Condominium, as applicable. The Board may propose revisions to the Budget to the Members at a meeting of Members or in writing, and, if a Revised Budget is enacted at said special meeting, then the Revised Budget shall be, as to the Common Expenses, incorporated into the final Budget. If no written application is delivered as provided herein and a quorum is not obtained or a substitute Revised Budget is not adopted by the Members, then the Budget originally adopted by the Board shall be the final Budget and shall go into effect as scheduled.

(c) Until the Majority Election Meeting, the Board shall not impose an Assessment pursuant to a Budget for the Condominium or any Jackson Park Condominium which is greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessment without approval of a majority of the Voting Interests of Members to be so assessed.

(d) If, as and when more than one (1) Jackson Park Condominium is created pursuant to the Act, then the Budget shall allocate Assessments for Common Expenses to each Jackson Park Condominium. In each case in which the Assessments for Common Expenses for the affected Jackson Park Condominium [less expenses for matters similar to those matters set forth in subsections 7.3(a)(1), 7.3(a)(2) and 7.3(a)(3) above] exceed one hundred fifteen percent (115%) of such Assessments for the prior year, the affected Class Members shall have the right to revise the Budget as same applies to them in the same manner as set forth in subsection 7.3(b) above.

#### 7.4. Allocation of Common Expenses

(a) The portion of the expenses to be allocated to the operation and management of the Condominium shall be set forth in the Budget and shall constitute the Common Expenses of the Condominium. The Common Expenses shall be apportioned to each Home Owner based upon his or her share of Common Expenses, as provided in the Declaration of the Condominium.

(b) Notwithstanding the allocation to each Home of its share of Common Expenses, a Home Owner shall also be liable for any Special Assessments levied by the Board against his/her Home as provided in the Condominium Documents. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Home Owners; provided, however, that upon completion of such specific purpose or purposes any excess funds shall be considered Common Surplus. The Association shall collect Assessments and Special Assessments for Common Expenses from a Home Owner in the manner set forth in the Condominium Documents.

(c) To the extent that the Association at any time has either Common Surplus or Common Expenses in regard to the operation of the Association which cannot be attributed to one or more particular Jackson Park Condominium(s), then such Common Surplus or Common Expenses shall be prorated as to each Jackson Park Condominium based on the number of Homes within each Jackson Park Condominium as relative to the total number of Homes in all Jackson Park Condominiums and thereafter be deemed a Common Expense or Common Surplus of each Jackson Park Condominium as set forth in its Declaration of Condominium.

(d) If, as and when more than one (1) Jackson Park Condominium is created pursuant to the Act, the expenses attributable to each Jackson Park Condominium shall be allocated and apportioned to each Jackson Park Condominium in the manner set forth in subsections 7.4(a) and 7.4(b) above.

#### 7.5 Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board. Notwithstanding the foregoing, the President and/or the Treasurer of the Association shall be authorized to sign checks on behalf of the Association, unless otherwise specified by the Board.

#### Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Condominium or Condominiums, as the case may be, at any meeting of the Board; provided such rules and regulations are not inconsistent with the Condominium Documents nor detrimental to sales of Homes by Developer or interfere with the rights granted in the condominium documents of any other Jackson Park Condominium. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Home Owners at their last-known addresses as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

#### Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Condominium Documents or the Act. In the event of a conflict, the provisions of the Condominium Documents and the Act shall govern.

#### Section 10. Amendments of the Bylaws

10.1. These Bylaws may be amended by the affirmative vote of not less than a majority of the votes of Members entitled to vote thereon, represented in person or by Proxy at a properly held Annual Members' Meeting or special meeting of the membership and the approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

10.2. An amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.3. No modification or amendment to these Bylaws shall be adopted which would affect or impair the priority of any holder, insurer or guarantor of a first mortgage on any Home in any Jackson Park Condominium, the validity of such mortgage or any of the rights of Developer.

**Section 11. Fidelity Bonding**

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in accordance with Section 718.111(11)(d) of the Act.

**Section 12. Condemnation of Common Elements**

The Association has a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

**Section 13. Arbitration**

Pursuant to Section 718.1255 of the Act, mandatory non-binding arbitration shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

**Section 14. Certificate of Compliance**

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Homes to the applicable fire and life safety code.

**Section 15. Recall of Board Members**

Pursuant to Section 718.112(2)(j) of the Act, any Board member may be recalled and removed from office as provided for and described therein.

The foregoing Bylaws of JACKSON PARK CONDOMINIUM ASSOCIATION, INC. have been adopted by all of the Directors of JACKSON PARK CONDOMINIUM ASSOCIATION, INC. as of the date of incorporation of said condominium association.



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
 ENVIRONMENTAL RESOURCE  
 STANDARD GENERAL PERMIT NO. 48-01070-P-05  
 DATE ISSUED: November 15, 2004**

Form #0941  
08/95

**PERMITTEE:** CENTEX HOMES  
 385 DOUGLAS AVENUE SUITE 2000  
 ALTAMONTE SPRINGS, FL 32714

JETPORT INDUSTRIAL PARK OF  
 ORLANDO LTD  
 C/O AKERMAN SENTERFITT AND  
 EIDSON P A  
 255 SOUTH ORANGE AVENUE SUITE  
 1000  
 ORLANDO, FL 32801

**PROJECT DESCRIPTION:** Modification for construction and operation of a surface water management system to serve a 19.83 acre residential project known as Jackson Park Condominiums.

**PROJECT LOCATION:** ORANGE COUNTY, SEC 13,18 TWP 24S RGE 29E

**PERMIT DURATION:** See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 040806-14, dated August 6, 2004. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).


Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 6 ),
3. the attached 17 Special Conditions (See Pages : 5 - 6 of 6 ) and
4. the attached 11 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 15th day of November, 2004, in accordance with Section 120.60(3), Florida Statutes.

BY:   
 Thomas P. Genovese  
 Service Center Director  
 Orlando Service Center

Certified mail number 7003 3110 0005 7600 8946-8953



**40E-4.321 Duration of Permits**

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to Chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit, or
2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416, 373.419, 373.426 F.S. History—New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94, 10-3-95

**GENERAL CONDITIONS**

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and

**GENERAL CONDITIONS**

maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of

### GENERAL CONDITIONS

ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

**SPECIAL CONDITIONS**

1. The conceptual phase of this permit shall expire on November 15, 2006.  
The construction phase of this permit shall expire on November 15, 2009.
2. Operation of the surface water management system shall be the responsibility of JACKSON PARK CONDOMINIUM ASSOCIATION INC. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:  
  
Structure: 1  
  
1-3.25" dia. CIRCULAR ORIFICE with invert at elev. 82.5' NGVD.  
50 LF of 36" dia. REINFORCED CONCRETE PIPE culvert.  
1-36" W X 79" L drop inlet with crest at elev. 84.11' NGVD.  
  
Receiving body : Boggy Creek  
Control elev : 82.5 feet NGVD.
4. Lake side slopes shall be no steeper than 5:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
5. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
6. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
7. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
8. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
9. Minimum building floor elevation: BASIN: Jackson Park - 87.80 feet NGVD.
10. Minimum road crown elevation: Basin: Jackson Park - 85.70 feet NGVD.
11. Grass seed or sod, shall be installed and maintained on all disturbed areas within 48 hours of completing final grade, and at other times, as necessary, to prevent erosion, sedimentation or turbid discharges into receiving waters and/or adjacent wetlands.
12. All commercial/industrial parcels shall provide a minimum dry pre-treatment volume of 1/2 inch of runoff prior to discharge into the master surface water management system.
13. Prior to any construction on the future commercial lots, the permittee shall apply for and receive a permit modification. As part of the permit application, the applicant for that phase shall provide documentation

**SPECIAL CONDITIONS**

verifying that the proposed construction is consistent with the design of the master surface water management system, including the land use and site grading assumptions.

14. All special conditions and exhibits previously stipulated by permit number 48-01070-P remain in effect unless otherwise revised and shall apply to this modification.
15. Prior to the commencement of construction and in accordance with the work schedule attached as an exhibit, the permittee shall submit two certified copies of the recorded conservation easement for the mitigation area and associated buffers. The data should also be supplied in a digital CAD (.dxf) or GIS (ESRI Coverage) format. The files should be in the Florida State Plane coordinate system, East Zone (3601) with a data datum of NAD83, HARN with the map units in feet. This data should reside on a CD or floppy disk and be submitted to the District's Environmental Resource Compliance Division in the service area office where the application was submitted.

The recorded easement shall be in substantial conformance with the attached exhibit. Any proposed modifications to the approved form must receive prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

16. Silt fencing shall be installed at the limits of construction to protect all of the preserve areas from silt and sediment deposition during the construction of the project. A floating turbidity barrier shall be installed during the construction of the final discharge structure into the adjacent canal/water body. The silt fencing and the turbidity barrier shall be installed in accordance with "Florida Land Development Manual" Chapter 6 "Stormwater and Erosion and Sediment Control Best Management Practices for Developing Areas". The sediment controls shall be installed prior to the commencement of any clearing or construction and the installation must be inspected by the District's Environmental Resource Compliance staff. The silt fencing and turbidity barriers shall remain in place and be maintained in good functional condition until all adjacent construction activities have been completed and all fill slopes have been stabilized. Upon completion of the project and the stabilization of the fill, the permittee shall contact the District's Environmental Resource Compliance staff to inspect the site and approve the removal of the silt fencing and turbidity barriers.
17. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

## NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1999), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### **Petition for Administrative Proceedings**

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

**a. Formal Administrative Hearing:** If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

**b. Informal Administrative Hearing:** If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

**c. Administrative Complaint and Order:** If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

**d. State Lands Environmental Resource Permit:** Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

**e. Emergency Authorization and Order:** A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

**f. Order for Emergency Action:** A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

**g. Permit Suspension, Revocation, Annulment, and Withdrawal:** If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by

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any such final decision of the FWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

#### CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

#### DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

#### LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

#### PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

#### LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

#### MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

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publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

- (1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;
- (2) a statement of the preliminary agency action;
- (3) an explanation of how the person's substantial interests will be affected by the agency determination; and
- (4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

#### VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

- (a) the caption shall read:  
Petition for (Variance from) or (Waiver of) Rule (Citation)
- (b) The name, address, telephone number and any facsimile number of the petitioner;

- (c) name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);
- (d) the applicable rule or portion of the rule;
- (e) the citation to the statute the rule is implementing;
- (f) the type of action requested;
- (g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;
- (h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and
- (i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

- a) the specific facts that make the situation an emergency; and
- b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

#### WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

#### 28-106.201 INITIATION OF PROCEEDINGS (INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
  - (a) The name and address of each agency affected and each agency's file or identification number, if known;
  - (b) The name, address, and telephone number of the petitioner, the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
    - (c) A statement of when and how the petitioner received notice of the agency decision;
    - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
    - (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
    - (f) A demand for relief.

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**28-106.301 INITIATION OF PROCEEDINGS  
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)**

- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
  - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
  - (c) A statement of when and how the petitioner received notice of the agency decision;
  - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
  - (e) A demand for relief.

**28-107.004 SUSPENSION, REVOCATION, ANNULMENT,  
OR WITHDRAWAL**

- (3) Requests for hearing filed in accordance with this rule shall include:
- (a) The name and address of the party making the request, for purposes of service;
  - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
  - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

**42-2.013 REQUEST FOR REVIEW PURSUANT TO  
SECTION 373.114 OR 373.217**

- (1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.
- (2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:
- (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

(b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

(e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

**28-107.005 EMERGENCY ACTION**

- (1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.
- (2) the 14-day notice requirement of Section 120.569(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57. and 120.60, F.S.

**40E-1.611 EMERGENCY ACTION**

- (1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.
- (2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574  
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

CON 24 - 06  
Environmental Resource Regulation Department

## POST-CONSTRUCTION REQUIREMENTS For projects requiring permit transfer to the operating entity

### CONSTRUCTION COMPLETION / CONSTRUCTION CERTIFICATION (Form No. 0881)

- For Environmental Resource / Surface Water Management Permits
- Submit within 30 days of construction completion
- A Florida registered professional engineer must certify that all surface water management system facilities are constructed in substantial conformance with plans and specifications approved by the District
- Required by Sections 373.117 and 373.419, Fla. Stat.
- If another certification form is used by the engineer, it must address all components of the surface water management system and state that the engineer has reviewed the permit and that the constructed system is in substantial conformance with the plans and specifications approved by the District.

### REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE / SURFACE WATER MANAGEMENT PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE AND TRANSFER OF PERMIT TO THE OPERATING ENTITY (Form No. 0920)

- For Environmental Resource / Surface Water Management Permits
- Form must be completed and signed by an authorized representative of the operating entity
- Form must include all applications to be transferred
- Required enclosures (listed on Form No. 0920) should be submitted at the same time
- Permit file must contain documentation that all applicable permit conditions have been satisfied.

### AFFIDAVIT AND CHECKLIST FOR CONTENT OF ASSOCIATION DOCUMENTS IN COMPLIANCE WITH SFWMD PERMITTING CRITERIA

- For Environmental Resource / Surface Water Management Permits
  - Applies when a homeowner or property owner association, or master association, is the proposed operating entity for a surface water management system
  - Submittal of affidavit **greatly facilitates** the review of the permit transfer
  - Provides reasonable assurance that the association meets minimum requirements of Section 9.2, Basis of Review (BOR), to operate and maintain the surface water management system
- (Rev 6/02)

**GOVERNING BOARD**

Trudi K. Williams, P.E., *Chair*  
Lennart E. Lindahl, P.E., *Vice Chair*

Michael Collins  
Hugh M. English

Patrick J. Gleason, Ph.D., P.G.  
Nicolas J. Gutiérrez, Jr., P.E.

**EXECUTIVE OFFICE**

Henry Dean, *Executive Director*

**Projects in the following counties should respond to the corresponding SFWMD Service Center:**

**Broward, Highlands, Miami-Dade, Martin, Monroe, Okeechobee, Palm Beach, and St. Lucie Counties:**

Please respond to the West Palm Beach Service Center.

SFWMD  
Environmental Resource Compliance Division  
MSC 4230  
P.O. Box 24680  
West Palm Beach, FL 33416-4680

(561) 686-8800; (800) 432-2045

**Charlotte, Collier, Glades, Hendry, and Lee Counties:**

Please respond to the Ft. Myers Service Center.

SFWMD  
Environmental Resource Compliance Division  
MSC 4720  
2301 McGregor Blvd.  
Ft. Myers, FL 33901

(941) 338-2929; (800) 248-1201

**Orange, Osceola, and Polk Counties:**

Please respond to the Orlando Service Center.

SFWMD  
Environmental Resource Compliance Division  
MSC 4710  
1707 Orlando Central Parkway, Suite 200  
Orlando, FL 32809

(407) 858-6100; (800) 250-4250

(Rev 6/02)



South Florida Water Management District

ENVIRONMENTAL RESOURCE / SURFACE WATER MANAGEMENT PERMIT
SURFACE WATER MANAGEMENT SYSTEM
CONSTRUCTION COMPLETION CERTIFICATION

FORM 0881A
09/2003

ENVIRONMENTAL RESOURCE COMPLIANCE DIVISION

PERMIT NO. APPLICATION NO(s)

PROJECT NAME: PHASE:

The subject surface water management system has been designed, constructed and completed as follows (check all that apply):

DISCHARGE STRUCTURE(S) Please provide the requested information for all permitted discharge structures. Attach additional sheets if needed.

Structure Identification Number:

- Weir: width crest
Bleeder: type dimensions invert

Additional discharge structure information attached.

RETENTION/DETENTION AREA(S): Please provide the requested information for all permitted retention/detention areas. Attach additional sheets if needed.

Retention/Detention Area Identification Number: Size (acres)

Side Slope (h:v)

Additional retention/detention area information attached.

EXFILTRATION TRENCH - Confirmation of cross-section with pipe size and invert, trench width, height and length is provided on the attached.

CONVEYANCE SYSTEM ONLY - The components of the permitted surface water management consist of inlets, pipes or other form of conveyance system. Confirmation of ditches, canals, and/or swales with cross-sections, pipe diameters, inverts, and lengths is provided on the attached.

Please indicate the location of the benchmark(s) used to determine the above information on the record drawings (40E-4.381(1)(f), F.A.C. Code). All elevations should be according to National Geodetic Vertical Datum (NGVD).

I HEREBY NOTIFY THE DISTRICT OF THE COMPLETION OF CONSTRUCTION OF ALL THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCED PROJECT AND CERTIFY THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS PERMITTED BY THE DISTRICT. [A COPY OF THE APPROVED PERMIT DRAWINGS IS ATTACHED WITH DEVIATIONS NOTED, IF APPLICABLE.]

Engineer's Signature, Seal and Date:

Please Print or Type:

Engineer's Name

Company Name

Address

Authorization No. of Engineering Business (if applicable):

Telephone Number

E-mail



South Florida Water Management District

SURFACE WATER MANAGEMENT PERMIT
SURFACE WATER MANAGEMENT SYSTEM CONSTRUCTION COMPLETION
CERTIFICATION - FOR PROJECTS PERMITTED PRIOR TO OCTOBER 3, 1995.

FORM 0881B
09/2003

ENVIRONMENTAL RESOURCE COMPLIANCE DIVISION

PERMIT NO. APPLICATION NO(s).

PROJECT NAME: PHASE:

The subject surface water management system has been constructed and completed as follows (check all that apply):

DISCHARGE STRUCTURE(S) Please provide the requested information for all permitted discharge structures. Attach additional sheets if needed.

Structure Identification Number:

Weir: width crest

Bleeder: type dimensions invert

Additional discharge structure information attached.

RETENTION/DETENTION AREA(S): Please provide the requested information for all permitted retention/detention areas. Attach additional sheets if needed.

Retention/Detention Area Identification Number: Size (acres)

Side Slope (h:v)

Additional retention/detention area information attached.

The surface water management system is currently functioning as intended by the permit, including level of water quality treatment, level of flood protection, and storm attenuation.

All wet retention/detention area side slopes have been adequately maintained and stabilized to support the operation of the surface water management system.

EXFILTRATION TRENCH - The downstream mechanism (weir) designed to retain water in the exfiltration trench is installed at the permitted elevation, in substantial conformance with the permit. Also, attached is a certified drawing with the current dimensions, including length and crest elevation, of the permitted weir.

CONVEYANCE SYSTEM ONLY - The components of the permitted surface water management consist of inlets, pipes or other form of conveyance system. Confirmation of ditches, canals, and/or swales is provided on the attached cross-sections.

Please indicate the location of the appropriate benchmark(s) used to determine the above information on the record drawings (40E-4.381(1)(f), F.A.C.). All elevations should be according to National Geodetic Vertical Datum (NGVD).

I HEREBY NOTIFY THE DISTRICT OF THE COMPLETION OF CONSTRUCTION OF ALL THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCED PROJECT AND CERTIFY THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS PERMITTED BY THE DISTRICT, WITH EXCEPTIONS AS NOTED ABOVE. [A COPY OF THE APPROVED PERMIT DRAWINGS IS ATTACHED WITH DEVIATIONS NOTED, IF APPLICABLE.]

Engineer's Signature, Seal and Date: Please Print or Type:
Engineer's Name
Company Name
Address
Authorization No. of Engineering Business (if applicable)
Telephone Number
E-mail



**REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE/SURFACE WATER MANAGEMENT PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE AND TRANSFER OF PERMIT TO THE OPERATING ENTITY (TO BE COMPLETED AND SUBMITTED BY THE OPERATING ENTITY)**

Form #0920  
08/95

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
Environmental Resource Compliance Division

Date \_\_\_\_\_

It is hereby requested that District Environmental Resource/Surface Water Management Permit No. \_\_\_\_\_ under Application No(s). \_\_\_\_\_, authorizing the construction and operation of a surface water management system for the below mentioned project, be converted from the construction phase to the operation phase and be transferred from the construction phase permittee to the operation phase operating entity.

**PROJECT:** \_\_\_\_\_

**FROM:** Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**TO:** Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Enclosed is documentary evidence of satisfaction of permit conditions (other than long term monitoring) in accordance with Rule 40E-4.361, Florida Administrative Code (F.A.C.). Also enclosed is a copy of the documents required below, including the document transferring title to the operating entity for the common areas on which the surface water management system is located.

The surface water management facilities are hereby accepted for operation and maintenance in accordance with the engineer's certification and as outlined in the restrictive covenants and articles of incorporation for the operating entity.

The signatory, as representative for the operating entity, hereby agrees that the operating entity will be perpetually bound by all terms and conditions of the permit, including all compliance requirements. Authorization for any proposed modification to the project shall be applied for and obtained prior to conducting such modification.

\_\_\_\_\_  
Operating Entity Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title and Telephone Number of Signatory

\_\_\_\_\_  
Printed Name of Signatory

**Enclosure:**

- Documentary evidence of satisfaction of permit conditions (other than long term monitoring)
- Copy of recorded transfer of title to surface water management system
- Copy of plat(s)
- Copy of recorded restrictive covenants, articles of incorporation, certificate of incorporation

Application No(s) \_\_\_\_\_

Permit No. \_\_\_\_\_

Project Name: \_\_\_\_\_

### AFFIDAVIT

I, \_\_\_\_\_, on behalf of  
\_\_\_\_\_ in

\_\_\_\_\_ capacity, hereby attest to the following pertaining to the above project:

**(9.2.3, BOR)** I attest that the Home or Property Owners' or Condominium or Community or Master-Association has the following general powers and attributes set forth in the Articles of Incorporation or other documents on the page numbers indicated:

<p>1. a. All the powers set forth in Section 617, Fla. Stat.</p> <p>b. All the powers set forth in Section 718, Fla. Stat.</p> <p>OR</p> <p>1. The power to:</p> <p>a. own and convey property;</p> <p>b. operate and maintain common property, specifically the surface water management (SWM) as permitted by the SFWMD including all lakes, retention areas, culverts and related appurtenances;</p> <p>c. establish rules and regulations;</p> <p>d. assess members and enforce assessments;</p> <p>e. to sue and be sued; and</p> <p>f. contract for services to provide for operation and maintenance services.</p>	<p>Page no. _____</p> <p>Page no. _____</p> <p>Page no. _____</p> <p>Page no. _____</p> <p>Page no. _____</p> <p>Page no. _____</p> <p>Page no. _____</p>
<p>2. All homeowners, lot owners, property owners, unit owners and golf course(s), if any are members of the Association.</p>	<p>Page no. _____</p>
<p>3. The Association exists in perpetuity; however, if the Association is dissolved, the property consisting of the surface water management system will be conveyed to an appropriate agency of local government. If this is not accepted, then the surface water management system will be dedicated to a similar non-profit corporation.</p>	<p>Page no. _____</p>



**(9.2.4, BOR)** I further attest that the following covenants and restrictions are contained in the Declaration of Protective Covenants, Declaration of Condominium, Deed Restrictions or Articles of Incorporation (documents) on the page numbers indicated:

<p>1. The Association is responsible for the operation and maintenance of the SWM system described in the permit.</p>	<p>Page no. _____</p>
<p>2. The SWM system is:</p> <p>a. owned by the Association; or</p> <p>b. described in the documents as common property.</p>	<p>Page no. _____</p> <p>Page no. _____</p>
<p>3. The Association is responsible for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the SWM system.</p>	<p>Page no. _____</p>
<p>4. Any amendment proposed to these documents which would affect the SWM system, conservation areas or water management portions of the common areas will be submitted to the District for a determination of whether the amendment necessitates a modification of the SFWMD permit. If a modification is necessary, the District will so advise the permittee.</p>	<p>Page no. _____</p>
<p>5. The rules and regulations shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter.</p>	<p>Page no. _____</p>
<p>6. If wetland mitigation or monitoring is required the association shall be responsible to carry out this obligation. The rules and regulations state that it shall be the association's responsibility to complete the task successfully, including meeting all (permit) conditions associated with wetland mitigation, maintenance and monitoring.*</p>	<p>Page no. _____</p>
<p>7. a. The SFWMD Permit No. _____ is attached to the documents as Exhibit _____.</p> <p>b. copies of the permit and any future SFWMD permit actions shall be maintained by the Association's Registered Agent for the Association's benefit.*</p>	<p>Page no. _____</p> <p>Page no. _____</p>
<p>8. The District has the right to take enforcement action, including a civil action for an injunction and penalties against the association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the association.</p>	<p>Page no. _____</p>

\* You may strike out this section if it is not applicable.

**(9.2.6, BOR)** If the project is a phased project or has independent associations, I further attest that the following powers and duties are contained in the documents:

1. The (Master) Association has the power to accept into the association subsequent phases, that will utilize the same SWM system; or	Page no. _____
2. a. The documents provide that independent associations have the right to utilize the permitted SWM system;	Page no. _____
b. The documents delineate maintenance responsibilities between the independent associations;	Page no. _____
c. Cross easements for drainage, and ingress and egress for maintenance, copies of which are attached, have been granted between all independent associations utilizing the SWM system.	Page no. _____
d. The golf course owner / operator is a member of the Association and the documents reflect this relationship.	Page no. _____

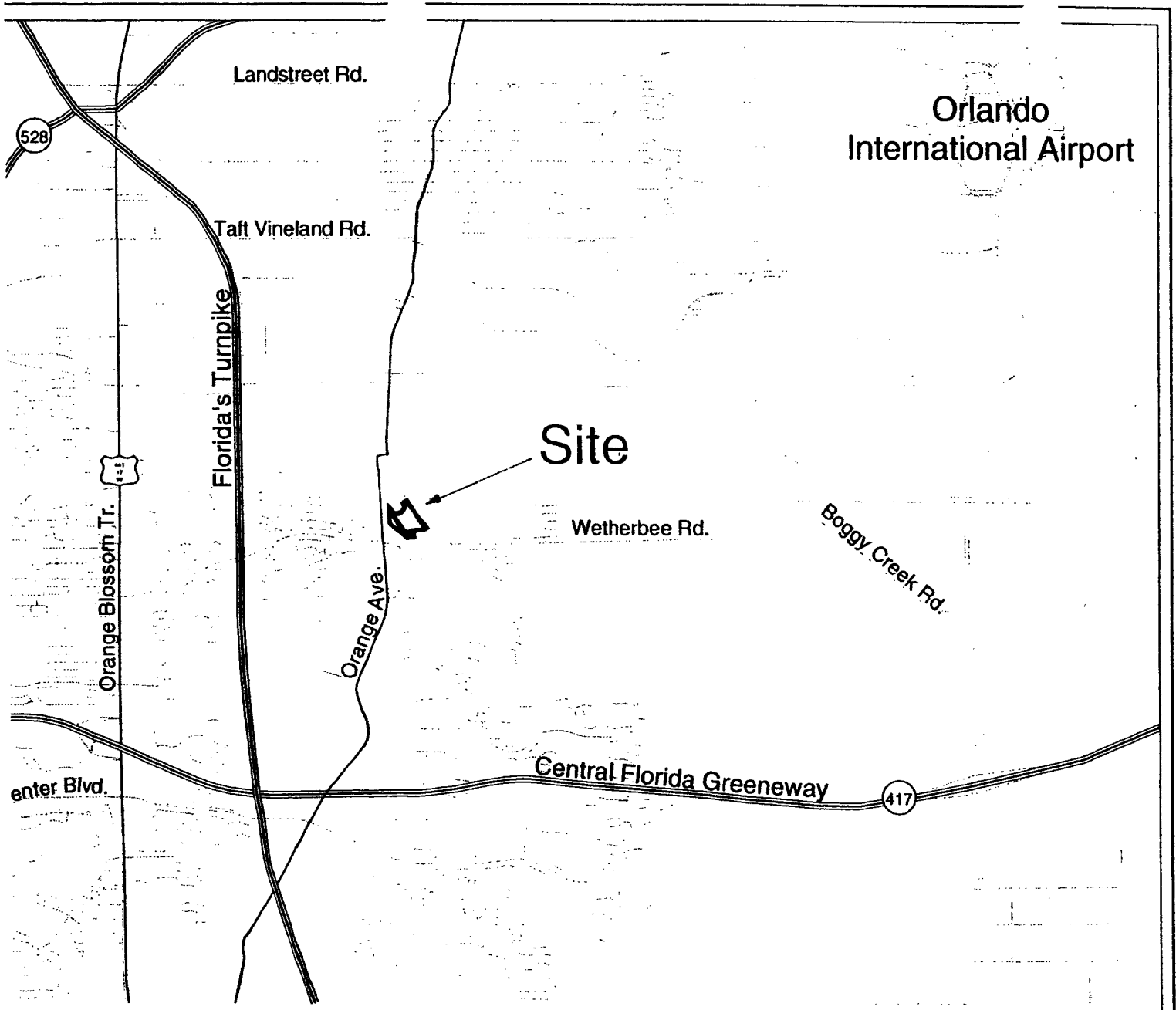
\_\_\_\_\_  
Signature

State of Florida )  
County of \_\_\_\_\_ ) ss

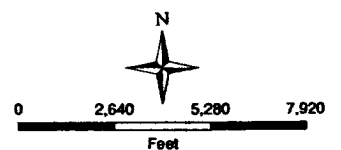
I HEREBY CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer authorized in the State aforesaid and in the County aforesaid to take acknowledgements by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public, State of Florida

\* You may strike out this section if it is not applicable.



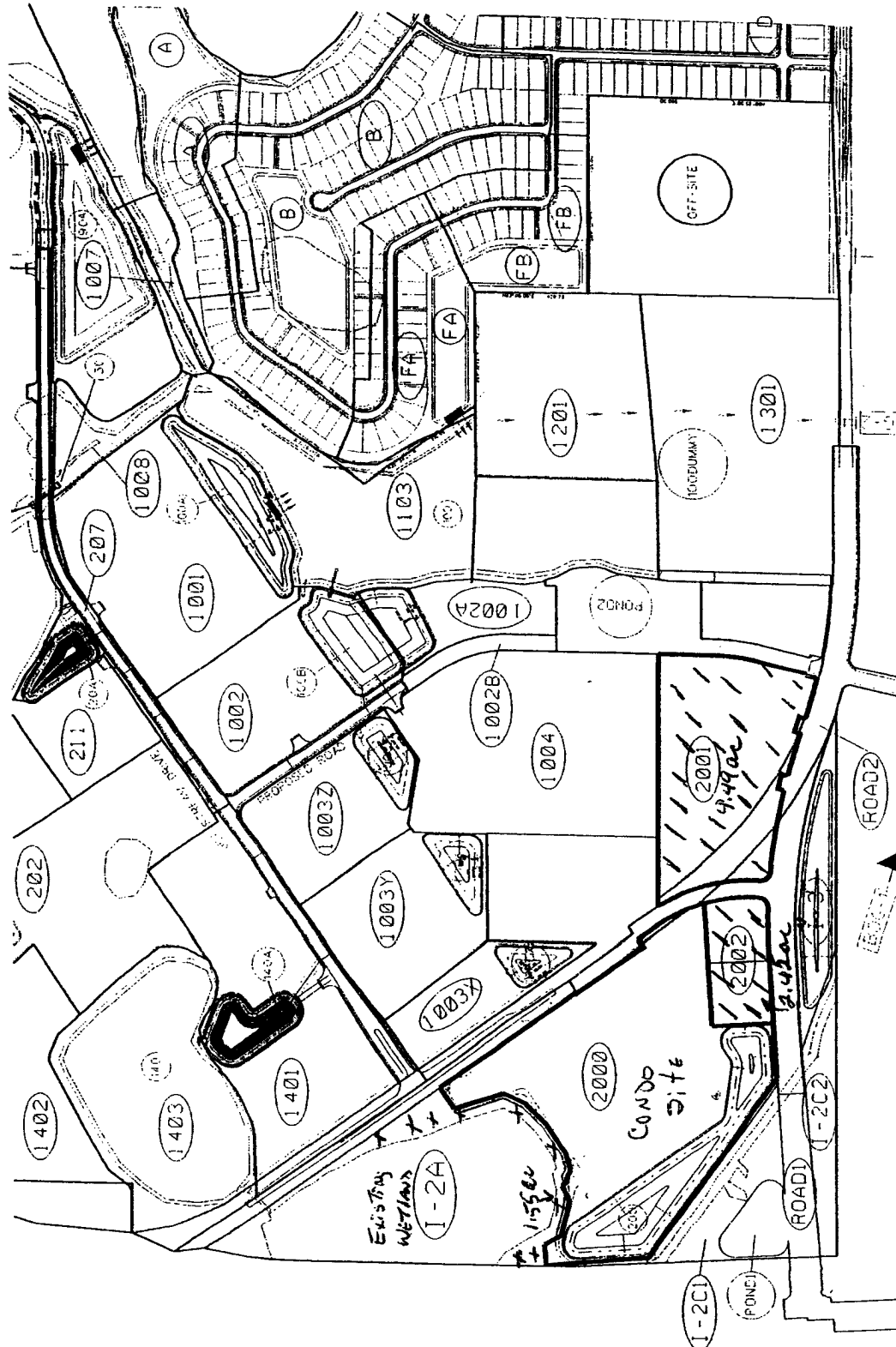
**Jackson Park Condominiums  
Orange County, Florida  
Location Map**



Data Source: Orange County GIS

**EXHIBIT 1a**





Commercial  
Lots remaining to  
POND 200

Area draining  
to Existing wetlands

CONDO SITE  
19.49 ac

**EXHIBIT 1-c**

DATE		BY		REVISIONS		DESCRIPTION		DATE		BY		REVISIONS		DESCRIPTION	
<p>ORLANDO AIRPORT CENTER POST-DEVELOPMENT DRAINAGE BASIN MAP</p> <p><b>BOWYER-SINGLETON &amp; ASSOCIATES, INCORPORATED</b> REGISTERED PROFESSIONAL ENGINEERS 2015 SOUTH ANDERSON BLVD., SUITE 200, ORLANDO, FL 32819 TEL: 407.226.1111 FAX: 407.226.1112</p>															

Last Date For Agency Action: 16-NOV-2004

**GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT**

**Project Name:** Jackson Park Condo (Aka Orlando Jetport Ctr Condo Parcel O-1)

**Permit No.:** 48-01070-P-05

**Application No.:** 040806-14                      **Associated File:** 040907-4 ERP  
040908-10 WU

**Application Type:** Environmental Resource (General Permit Modification)

**Location:** Orange County, S13,18/T24S/R29E

**Permittee :** Centex Homes  
Jetport Industrial Park Of Orlando Ltd

**Operating Entity :** Jackson Park Condominium Association Inc

**Project Area:** 19.83 acres

**Project Land Use:** Residential

**Drainage Basin:** BOGGY CREEK

**Receiving Body:** Boggy Creek

**Class:** CLASS III

**Special Drainage District:** NA

**Total Acres Wetland Onsite:** 10.20

**Total Acres Wetland Preserved Onsite:** 10.20

**Total Acres Presv/Mit Compensation Onsite:** 10.20

**Conservation Easement To District :** No

**Sovereign Submerged Lands:** No

**PROJECT PURPOSE:**

Modification of an Environmental Resource Permit to authorize construction and operation of a surface water management system to serve a 19.83 acre residential project known as Jackson Park Condominiums. Staff recommends approval with conditions.

**PROJECT EVALUATION:**

**PROJECT SITE DESCRIPTION:**

The site is located east of Boggy Creek and on the west side of Wetherbee Road within the Jetport Center development.

There are no permitted surface water management facilities within the project area. Existing permitted facilities serving existing phases of Jetport Center are located on the east side of Wetherbee Road. The site contains undeveloped uplands and wetlands, with the existing Boggy Creek Canal running along the west property line.

The site is composed of remnant pine flatwoods and improved pasture with a 10.20 acre cypress dome in the northern tip. The wetland is being preserved and protected under a conservation easement dedicated to the District in substantial conformance with the attached exhibit. Upland buffers which are consistently 25' wide between the wetland and the development have been provided. An erosion control plan protects against siltation and erosion impacts to the wetlands, surface waters and offsite areas. A perpetual monitoring and maintenance plan will be provided.

**PROPOSED PROJECT:**

Construction proposed consists of the surface water management system serving the proposed condominium project. The water management system consists of inlets and culverts directing runoff to wet detention Pond 200. The project area contains 19.83 acres. A 1.55 acre portion of the site drains north to existing wetland, Basin 1-2A, and another 11.94 acres of future commercial development will drain to Pond 200, that provides water quality treatment and attenuation, making the total contributing area 30.22 acres. (See Exhibit 1-c)

A 0.52 acre portion of the detention pond does not meet District dimensional criteria and has been excluded from the water quality treatment calculations.

The future commercial area has been included in the calculations for the water management system for up to 75 percent impervious coverage. Construction on the future commercial lots will require a permit modification and will be subject to all criteria in effect at that time, including providing one half inch of dry pre-treatment.

These future lots are only being mass graded at this time, and shall be seeded and mulched or sodded when final grades are completed. (See Special Conditions)

**LAND USE:**

**Construction:  
Project:**

	<b>This Phase</b>	<b>Total Project</b>	
Building Coverage	3.41	3.41	acres
Pavement	4.13	4.13	acres
Pervious	8.96	8.96	acres
Preserved	.56	.56	acres
Water Mgnt Acreage	2.77	2.77	acres
<b>Total:</b>	<b>19.83</b>	<b>19.83</b>	

**WATER QUANTITY :**

**Discharge Rate :**

As shown in the table below, the proposed project discharge is within the allowable limit for the area. Discharge is to Boggy Creek and is consistent with the original permit in which the total discharge from the 1576 acre contributing drainage area, including this project, is 345.1 cfs in the developed condition, which is less than the 434.2 cfs in the pre-development condition.

Discharge Storm Frequency : 25 YEAR-1 DAY

Design Rainfall : 8.6 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD)
Jackson Park	45.9	Previously Permitted	45.9	84.9

**Finished Floors :**

As shown in the following table and the attached exhibits, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 14.4 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Finished Floors (ft, NGVD)	FEMA Elevation (ft, NGVD)
Jackson Park	86.1	87.8	N/A

**Road Design :**

As shown in the following table and the attached exhibits, minimum road center lines have been set at or above the calculated design storm flood elevation.

Road Storm Frequency : 10 YEAR-1 DAY

Design Rainfall: 7 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Road Crown (ft, NGVD)
Jackson Park	84.8	85.7

**Control Elevation :**

Basin	Area (Acres)	Ctrl Elev (ft, NGVD)	WSWT Ctrl Elev (ft, NGVD)	Method Of Determination
Jackson Park	30.22	82.5	82.50	Previously Permitted

**Receiving Body :**

Basin	Str.#	Receiving Body
Jackson Park	1	Boggy Creek

**Discharge Structures:** Note: The units for all the elevation values of structures are (ft, NGVD)

**Culverts:**

Basin	Str#	Count	Type	Width	Length	Dia.
Jackson Park	1	1	Reinforced Concrete Pipe		50'	36"



**Discharge Structures:**

**Inlets:**

Basin	Str#	Count	Type	Width	Length	Dia.	Crest Elev.
Jackson Park	1	1	Inlet	36"	79"		84.11

**Water Quality Structures:** Note: The units for all the elevation values of structures are (ft, NGVD)

**Bleeders:**

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
Jackson Park	1	1	Circular Orifice				3.25"		82.5

**WATER QUALITY :**

No adverse water quality impacts are anticipated as a result of the proposed project. Water quality treatment for 2.5 inches times the percentage of impervious coverage is provided in the wet detention pond for the 30.22 acre contributing drainage area. Lots in the drainage basin proposed for future commercial development must provide one half inch of dry pre-treatment on-site prior to connecting with the existing master drainage system. The portion of the detention pond that does not meet District dimensional criteria has been excluded from the water quality treatment calculations.

Basin	Treatment Method	Vol Req.d (ac-ft)	Vol Prov'd (ac-ft)
Jackson Park	Treatment Wet Detention	2.25 acres 4.01	4.02

**WETLANDS:**

**Wetland Inventory :**

CONSTRUCTION MOD -JACKSON PARK CONDINIUMS		ONSITE			
Pre-Development		Post-Development			
	Total Existing	Impacted	Undisturbed	Enhanced	Preserved Restored/ Created
Fresh Water Forested	10.20				10.20
<b>Total:</b>	<b>10.20</b>				<b>10.20</b>

**CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:**

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation

phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

**RELATED CONCERNS:**

**Water Use Permit Status:**

The applicant has indicated that potable water will be used as a source for irrigation water for the project, until reuse water is extended to the site.

The applicant has indicated that dewatering is required for construction of this project. Application No. 040908-10 is under review and is being processed concurrently.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

**Historical/Archeological Resources:**

No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

**DCA/CZM Consistency Review:**

The District has not received a finding of inconsistency from the Florida Department of Environmental Protection or other commenting agencies regarding the provisions of the federal Coastal Zone Management Plan.

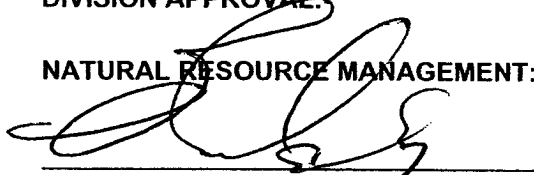
**Enforcement:**

There has been no enforcement activity associated with this application.

**STAFF REVIEW:**

**DIVISION APPROVAL:**

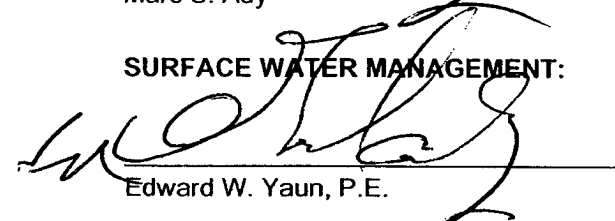
**NATURAL RESOURCE MANAGEMENT:**



Marc S. Ady

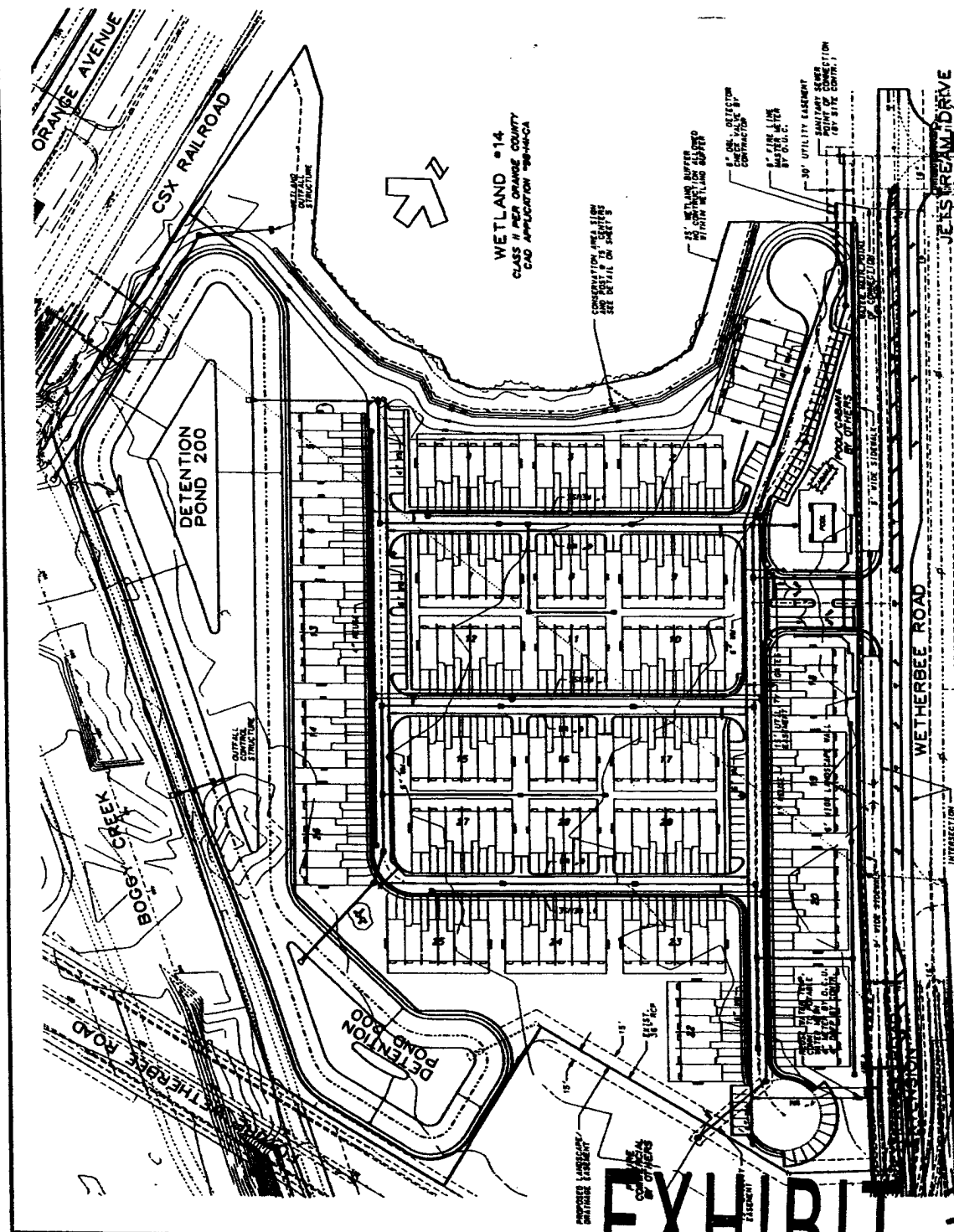
DATE: 11/15/04

**SURFACE WATER MANAGEMENT:**



Edward W. Yaun, P.E.

DATE: 11/15/04



**LEGAL DESCRIPTION**  
 SEE SHEET 3 - PART OF BOUNDARY SURVEY FOR LEGAL DESCRIPTIONS

**PARCEL IDENTIFICATION NUMBER**  
 SECTION 17, TOWNSHIP 29 NORTH, RANGE 29 EAST, COUNTY OF ORANGE, FLORIDA

**SITE DATA**  
 PROJECT NO. 98-14-CA  
 DATE: 10/15/98  
 SCALE: AS SHOWN  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

**NOTES**  
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA PLUMBING CODE.  
 2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.  
 3. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.  
 4. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.  
 5. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.

**LEGEND**

DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL
SANITARY SEWER SYSTEM	—●—	WETLAND	—○—
STORM SEWER SYSTEM	—○—	CONSERVATION AREA	—○—
WATER SYSTEM	—○—	OUTFALL STRUCTURE	—○—
PAVE HIGHWAY	—○—	UTILITY EASEMENT	—○—
CONTOUR	—○—		

**CONTRACT INFORMATION**

NO.	DATE	DESCRIPTION
1	10/15/98	PROFESSIONAL SERVICES
2	10/15/98	PROFESSIONAL SERVICES
3	10/15/98	PROFESSIONAL SERVICES
4	10/15/98	PROFESSIONAL SERVICES
5	10/15/98	PROFESSIONAL SERVICES
6	10/15/98	PROFESSIONAL SERVICES
7	10/15/98	PROFESSIONAL SERVICES
8	10/15/98	PROFESSIONAL SERVICES
9	10/15/98	PROFESSIONAL SERVICES
10	10/15/98	PROFESSIONAL SERVICES

**OWNER**  
 BOWYER SINGLETON & ASSOCIATES, INCORPORATED  
 1000 W. WETHERBEE ROAD  
 SUITE 100  
 ORANGE, FLORIDA 32801  
 (407) 881-1111

**DATE**  
 10/15/98

**SCALE**  
 AS SHOWN

**PROJECT**  
 JACKSON PARK CONDOMINIUMS

**LOCATION**  
 ORANGE COUNTY, FLORIDA

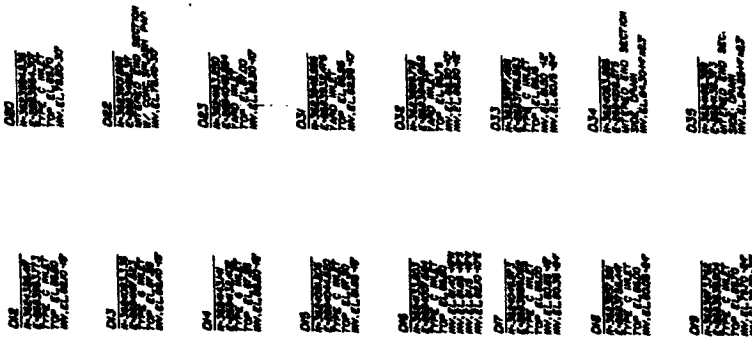
**EXHIBIT 3**



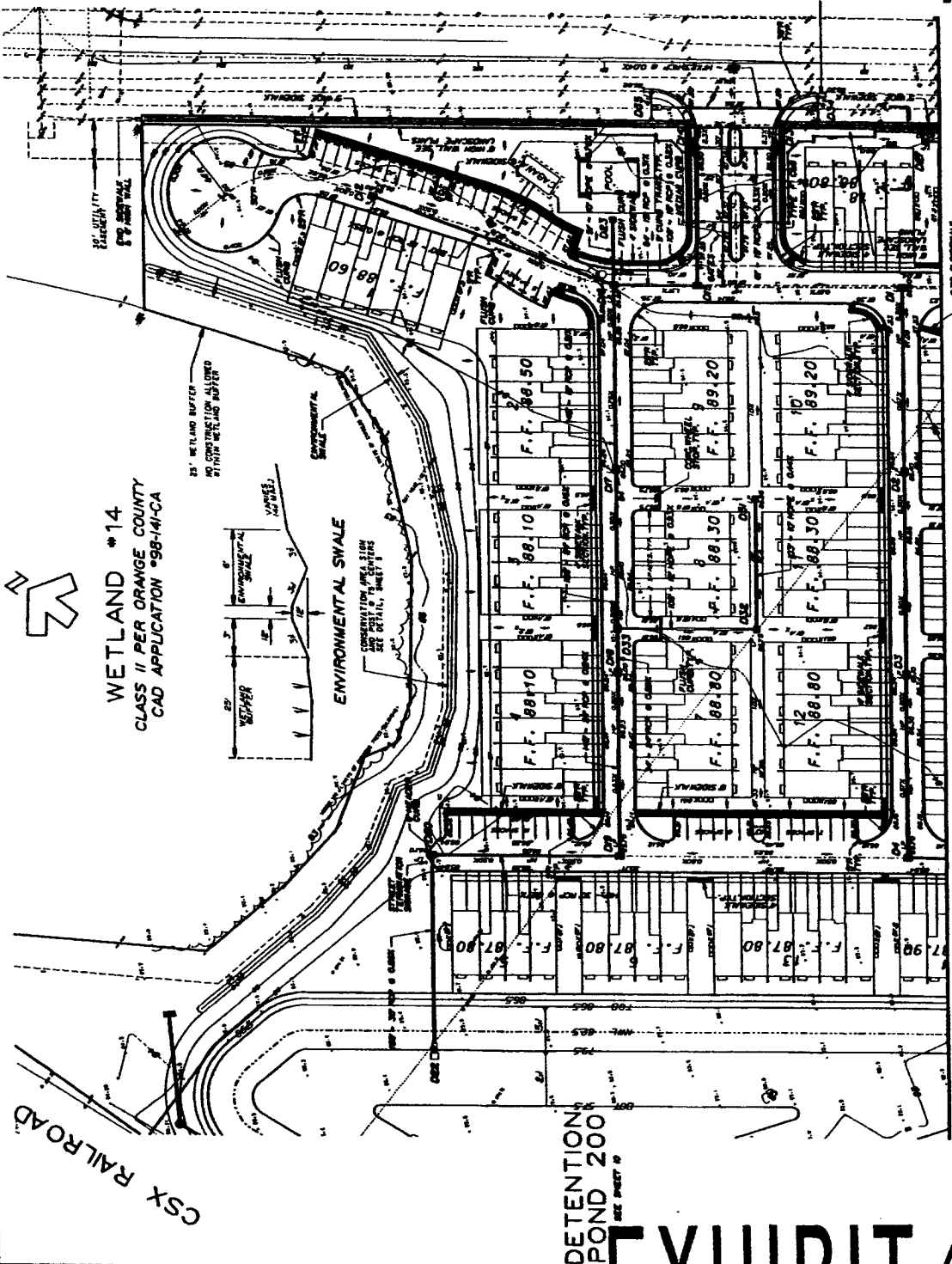


JETSTREAM DRIVE

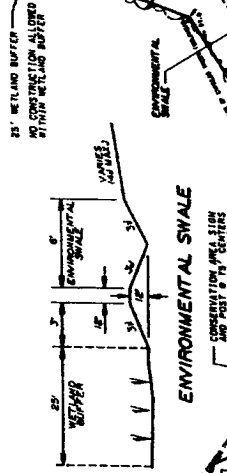
DRAINAGE STRUCTURES



WETHERBEE ROAD  
SEE SHEET 20 FOR INTERSECTION IMPROVEMENTS



WETLAND #14  
CLASS II PER ORANGE COUNTY  
CAD APPLICATION #98-141-CA



CSX RAILROAD

DETENTION POND 200  
SEE SHEET 20

EXHIBIT

SECTION A-A



NO.	DATE	DESCRIPTION
1	11/11/08	ISSUED FOR PERMITS
2	01/14/09	REVISED FOR COMMENTS
3	02/10/09	REVISED FOR COMMENTS
4	03/10/09	REVISED FOR COMMENTS
5	04/10/09	REVISED FOR COMMENTS
6	05/10/09	REVISED FOR COMMENTS
7	06/10/09	REVISED FOR COMMENTS
8	07/10/09	REVISED FOR COMMENTS
9	08/10/09	REVISED FOR COMMENTS
10	09/10/09	REVISED FOR COMMENTS
11	10/10/09	REVISED FOR COMMENTS
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13	12/10/09	REVISED FOR COMMENTS
14	01/10/10	REVISED FOR COMMENTS
15	02/10/10	REVISED FOR COMMENTS
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18	05/10/10	REVISED FOR COMMENTS
19	06/10/10	REVISED FOR COMMENTS
20	07/10/10	REVISED FOR COMMENTS
21	08/10/10	REVISED FOR COMMENTS
22	09/10/10	REVISED FOR COMMENTS
23	10/10/10	REVISED FOR COMMENTS
24	11/10/10	REVISED FOR COMMENTS
25	12/10/10	REVISED FOR COMMENTS

ORANGE COUNTY  
FLORIDA  
GRADING & DRAINAGE PLAN  
JACKSON PARK CONDOMINIUMS

APPROVED FOR THE PROJECT BY THE ENGINEER  
DATE: 11/11/08  
BY: [Signature]

**BOWYER SINGLETON & ASSOCIATES, INCORPORATED**  
1000 N. UNIVERSITY AVENUE, SUITE 100  
ORLANDO, FLORIDA 32810  
TEL: 407.251.1111 FAX: 407.251.1112

NO.	DATE	DESCRIPTION
1	11/11/08	ISSUED FOR PERMITS
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3	02/10/09	REVISED FOR COMMENTS
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22	09/10/10	REVISED FOR COMMENTS
23	10/10/10	REVISED FOR COMMENTS
24	11/10/10	REVISED FOR COMMENTS
25	12/10/10	REVISED FOR COMMENTS

SEE SHEET 6

NO.	DATE	DESCRIPTION
1	11/11/08	ISSUED FOR PERMITS
2	01/14/09	REVISED FOR COMMENTS
3	02/10/09	REVISED FOR COMMENTS
4	03/10/09	REVISED FOR COMMENTS
5	04/10/09	REVISED FOR COMMENTS
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22	09/10/10	REVISED FOR COMMENTS
23	10/10/10	REVISED FOR COMMENTS
24	11/10/10	REVISED FOR COMMENTS
25	12/10/10	REVISED FOR COMMENTS





**DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT is given this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_  
(address)\_\_\_\_\_

("Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in \_\_\_\_\_ County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct (name of project) \_\_\_\_\_  
\_\_\_\_\_ ("Project") at a site in \_\_\_\_\_ County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. \_\_\_\_\_ ("Permit") authorizes certain activities which affect waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2000), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of this conservation easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the conservation easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited in or on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition;

Standard form – July, 2001

2 of 5

**EXHIBIT 86**

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the nonprevailing party in such proceedings.

8. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.

10. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the

conservation easement is preserved.

11. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property.

12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in \_\_\_\_\_ County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, \_\_\_\_\_ has hereunto set its authorized hand this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Signed, sealed and delivered in our presence as witnesses:

\_\_\_\_\_  
A Florida corporation

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Standard form – July, 2001

**EXHIBIT** 8 d

STATE OF FLORIDA

) ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, as the (position) \_\_\_\_\_, of (corporation) \_\_\_\_\_, a Florida corporation, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Print Name:

My Commission Expires:

South Florida Water Management District  
Legal Form Approved  
Date: July, 2001

Standard form – July, 2001

5 of 5

**EXHIBIT** *8e*

South Florida Water Management District  
Work Schedule Requirements

Application No : 040806-14

Page 1 of 1

Mitigation Plan ID: JACKSON PARK CONDO  
Activity

Due Date

RECORDED CONSERVATION EASEMENT

03-JAN-2004

Exhibit No : 9

South Florida Water Management District  
Existing / Proposed Environmental Features Information

erp\_existing\_site\_details.rdf  
Run Report on : 03-NOV-04 09:24 AM  
Application Number: 040806-14

		WETL				ONSITE				
		Pre - Development		Post - Development		Pre - Development		Post - Development		
Site Id	Acres	Quality	Quality	Habitat	Impact Type	Impact Acres	Undisturbed Acres	Preserved Acres	Enhanced Acres	Restored Acres
CSTR MOD JACKSON PARK CONDIMINIUMS										
#14	10.20	GOOD/FAIR	N	Cypress	Direct		10.20			
<b>Total:</b>							<b>10.20</b>			

EXHIBIT 10

## STAFF REPORT DISTRIBUTION LIST

JACKSON PARK CONDO (AKA ORLANDO JETPORT CTR CONDO PARCEL O-1)

Application No: 040806-14

Permit No: 48-01070-P-05

### INTERNAL DISTRIBUTION

- X Alan L. Leavens - 6850
- X Susan C. Elfers - 6850
- X Edward W. Yaun, P.E. - 6850
- X Marc S. Ady - 6850
- X A. Lee - 6850
- X ERC Engineering - 6850
- X ERC Environmental - 6850
- X L. Bustamante - 6850
- X M. Soto-4240
- X Permit File

### EXTERNAL DISTRIBUTION

- X Permittee - Centex Homes
- X Permittee - Jetport Industrial Park Of Orlando Ltd
- X Engr Consultant - Bowyer Singleton & Associates Inc

### GOVERNMENT AGENCIES

- X Div of Recreation and Park - District 6 - FDEP
- X Florida Department of Environmental Protection
- X Florida Fish & Wildlife Conservation Commission - Imperiled Species Mgmt Section
- X Orange County - Environmental Protection Division
- X Orange County - Public Utilities Division
- X Orange County Engineer Public Works Division Dvlpmnt Engineering Dept.
- X US Army Corps of Engineers

### OTHER INTERESTED PARTIES

- X Sierra Club - Central Florida Group P.O. Box 941692
- X Water Management Institute - Michael N. Vanatta

**EXHIBIT 11**