

REQUEST TO ESTABLISH DOCKET

(PLEASE TYPE)

Date September 17, 1996

Docket No. 961146-SU

- 1. Division Name/Staff Name Water and Wastewater/Tomlinson *CTRM*
- 2. OPR Tomlinson
- 3. OCR

4. Suggested Docket Title <sup>*Request*</sup> Change in regulatory status and cancellation of Certificate No. 451-s in Lake County by Route 19A North Joint Venture (Century Realty Funds/Hazelton Associates)

5. Suggested Docket Mailing List (attach separate sheet if necessary)

- A. Provide NAMES ONLY for regulated companies or ACRONYMS ONLY regulated industries, as shown in Rule 25-22.104, F.A.C.
- B. Provide COMPLETE name and address for all others. (Match representatives to clients.)

1. Parties and their representatives (if any)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Interested Persons and their representatives (if any)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. Check one:
- Documentation is attached.
  - Documentation will be provided with recommendation.

Commissioners:  
SUSAN F. CLARK, CHAIRMAN  
J. TERRY DEASON  
JULIA L. JOHNSON  
DIANE K. KIESLING  
JOE GARCIA



STEVE TRIBBLE, DIRECTOR  
DIVISION OF ADMINISTRATION  
(904) 413-6330

RECEIVED

SEP 03 1996

## Public Service Commission

Florida Public Service Commission  
Division of Water and Wastewater

August 2, 1996

Raymond Moats  
Century Realty Funds, Inc.  
5015 S. Florida Avenue  
Suite 200  
Post Office Box 5252  
Lakeland, Florida 33807-5252

Dear Mr. Moats:

This is to acknowledge receipt of your July 25, 1996 letter in which you made a \$2,499.25 payment for your 1995 Regulatory Assessment Fee (RAF) adjustment, and stated that you believe that Route 19 A North Joint Venture (Century Realty Funds/Haselton Associates) should not owe any additional amount for regulatory assessment fees for 1995. Also, you would like a refund for this payment and to receive an exemption status.

With a copy of this letter, I am referring the matter to the Division of Water and Wastewater for their handling.

If I may be of further assistance, please call me at (904)413-6263.

Sincerely,

A handwritten signature in cursive script, appearing to read "Evelyn Sewell".

Evelyn Sewell  
Chief, Bureau of Fiscal Services

ES:gte:lf  
cc: Mr. Chuck Hill (attachment)  
Mrs. Lori Franklin

# CENTURY REALTY FUNDS, INC.

5015 S. Florida Avenue • Suite 200 • Post Office Box 5252 • Lakeland, Florida 33807-5252  
(941) 647-1581 • FAX (941) 647-3992

July 25, 1996

Mrs. Lori Franklin  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0876

RE: CENTURY REALTY FUNDS/HASELTON ASSOCIATES - WS577

Dear Mrs. Franklin:

Enclosed please find our check representing the fee your agency considers is owed for the above referenced utility for 1995. We are submitting this check under protest, since we believe the sewer operation in this mobile home park should be exempt from FPSC regulation.

This community was forced by DEP Mandate to connect to the City of Eustis sewer system. In accordance with an Agreement between the City of Eustis and the mobile home park, the residents, through a Court Order, are required to pay to the mobile home park, the City's approved sewage fee (which neither the park nor FPSC controls). The Park, must then in turn, remit what is collected from the residents to the city to cover the majority of the bill that the park receives from the City. The park makes no profit from this transaction, but acts only in a collection capacity for the City, and in fact loses money as a result of sewage usage in common areas.

It makes absolutely no sense for the Park to pay the FPSC a regulatory fee when the Park already loses money based on the way this sewage service is provided to the residents through the various agreements confirmed by the Court Order. We would appreciate a refund of this money, as well as receiving an exemption status.

Sincerely,



Raymond Moats

RM:je

Enclosures

*Just sewer owns water*  
*Utility still owns lines*  
*as per court order*

NOTICE OF REGULATORY ASSESSMENT FEE ADJUSTMENT  
 FLORIDA PUBLIC SERVICE COMMISSION, 2540 SHUMARD OAK BOULEVARD  
 TALLAHASSEE, FLORIDA 32399-0876

4513  
 3,015.52  
~~483.72~~  
 483.73  
 7/25/96  
 P.R.

ADDITIONAL AMOUNT DUE

DEPOSIT TREAS. REC. DATE

NAME OF UTILITY: Route 19 A North Joint Venture **D346** **JUL 29 1996** (WS577)  
 (Century Realty Funds/Haselton Associates)

ADDRESS OF UTILITY: Post Office Box 5252  
Lakeland, Florida 33807-5252

JAE  
 7/31/96

It is necessary to adjust your Regulatory Assessment Fee Return covering the period  
January 1, 1995 through December 31, 1995, because  
 it was underpaid.

Total Revenue for 1995:	1995 RAF - Paid	\$ 603.03
<u>\$58,190.00</u>	Should Have Paid	\$2,618.55
	Balance Due	\$2,015.52
	Penalty & Interest Due	\$ <del>483.72</del> 483.73
	<b>TOTAL AMOUNT DUE</b>	<b>\$2,499.25</b>

RECEIVED  
 FLORIDA PUBLIC  
 SERVICE COMMISSION

JUL 29 AM 10:13  
 MAIL ROOM

To avoid additional penalty and interest charges, please submit payment along  
 this document, within two weeks of the date below.

If you have any questions, please contact Mrs. Lori Franklin at (904) 413-8267

7/15/96  
 (Date)

Evelyn H. Sewell  
 (Evelyn H. Sewell, Chief  
 Bureau of Fiscal Services)

WS577  
 Wastewater  
 WS577  
 Water

RAF		
553.03		132.74
1462.49		350.99

# CENTURY REALTY FUNDS, INC.

5015 S. Florida Avenue • Suite 200 • Post Office Box 5252 • Lakeland, Florida 33807-5252  
(941) 647-1581 • FAX (941) 647-3992

September 13, 1996

**RECEIVED**

SEP 16 1996

Florida Public Service Commission  
Division of Water and Wastewater

Ms. Christie Tomlinson  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Fl 32399-0873

RE: ROUTE 19A NORTH JOINT VENTURE

Dear Ms. Tomlinson:

In response to your request, enclosed please find the Orders from the Lake County Circuit Court and District Court of Appeal relating to the connection to the City of Eustis wastewater system.

Thank you for your consideration.

Sincerely,



Raymond Moats

RM:je

Enclosures

IN THE CIRCUIT COURT OF THE  
FIFTH JUDICIAL CIRCUIT, IN AND  
FOR LAKE COUNTY, FLORIDA

HASELTON PROPERTIES, Ltd., a  
Florida limited partnership, and  
CENTURY REALTY FUNDS, INC., a  
Florida corporation,

Plaintiff,

vs.

Case No.: 94-2125-CA01

HASELTON VILLA HOMEOWNERS ASSOCIATION,  
INC., a Florida corporation, as class representative of the  
mobile homeowners of Haselton Village Mobile Home  
Park, Lake County, Florida,

Defendants.

---

SUMMARY AND FINAL JUDGMENT

THIS CAUSE, having come on to be heard on the 21st day of February, 1996, on the Plaintiffs' Amended and Restated Motion for Entry of Summary Judgment and the Defendants' Motion for Summary Judgment, and the Court having reviewed the motions and the affidavits filed, having heard argument of counsel, and being otherwise duly advised in the premises, finds as follows:

- A. The Plaintiffs are owners of the Haselton Villa Mobile Home Park.
- B. The Defendants, RICHARD AND CAROLYN BARBOUR, JUNE BIRN, CHARLES AND RUTH BREWER, REAH AND NAOMI CHASE, MANITA DILMORE, RUTH ERICKSON, JOHN AND GRACE FABRIS, HAROLD AND ROSE GREASHABER, WILMA HERBST, JUNE MINUTOLI, BETTY PERRY, TOM AND LILY RICE, DONALD SANFORD, ANN TAYLOR (J. EVANS), NOLA THOMPSON, IRVIN AND KATHERINE WALKER, ENES WEINAUER, BETTY WILLSON, ELSIE WURTZ, WALTER ZAHARD, JOSEPH AND

MARGARET OLDS and ETHEL P. DENNIS, are individual residents of the Haselton Villa Mobile Home Park.

C. This Court has jurisdiction over the Plaintiffs and the individual Defendants in this cause.

D. The Plaintiffs properly, and in accordance with Florida law, provided to the Defendants a Pass-Through Notice on or about May 20, 1994 ("Through Notice").

E. The Pass-Through Notice set out pass-through charges in accordance with Florida law, consisting of the costs of governmentally mandated capital improvements mandated by the Florida Department of Environmental Protection ("FDEP"), as described in the Consent Order attached to the Plaintiffs' complaint and the Agreement between the City of Eustis and Haselton Properties, Ltd. Dated October 21, 1993 attached to the Plaintiffs' Complaint ("FDEP Pass-Through") and, additionally, set out pass-through charges mandated by the City of Eustis ("Eustis") for its storm water utility charges ("Eustis Pass-Through"). The Plaintiffs are bound by the terms of the FDEP Consent Order and the October 21, 1993 Agreement with the City of Eustis to connect its waste water system to the City. The fact that other less economical options may have existed is not material, as the cost for other options consisting of capital improvements to bring the Plaintiffs' wastewater treatment system into compliance with FDEP requirements could have been passed-through to the Defendants in accordance with Florida law. The Court finds that the FDEP Pass-Through and the Eustis Pass-Through are pass-throughs in accordance with Florida Statutes, Section 723.003(10) and are permitted to be charged to these Defendants, in accordance with the Pass-Through Notice.

F. The Plaintiffs properly and, in accordance with Florida law, provided to the Defendants notice of Eustis's wastewater treatment fee charged monthly by Eustis as a result of the

connection to the Eustis waste water treatment system of the Park waste water collection system ("Fee Notice"). The Plaintiffs properly gave a credit to the Defendants in the Fee Notice equivalent to the cost of the Park service of wastewater treatment being reduced as a result of the foregoing connection. The monthly sewer charges as charged by Eustis and as described in the Fee Notice are properly chargeable to the Defendants.

G. The Defendants' Answer and Affirmative Defenses do not raise any material factual issues with regard to the payment of the pass-through charges and the monthly payment of wastewater treatment fees as described above.

H. Most of the Defendants have leases which pre-date the passage of Chapter 723, Florida Statutes, while a few have leases which post-date the passage of that law.

I. All the Defendants are subject to the provisions of Chapter 723, Florida Statutes, in accordance with Section 723.002, Florida Statutes, and are subject to the provisions of Section 723.031(5) and Section 723.031(6), Florida Statutes, for both the FDEP Pass-Through and the Eustis Pass-Through.

J. Even if the Court found, which it does not, that Defendants who entered into leases prior to the passage of Chapter 723 are not subject to Chapter 723, Florida Statutes, then such Defendants would continue to be responsible for the mandated charges by operation of Section 83.760, Florida Statutes, which would have governed the leases at the time of execution and which states in part, in Section (3):

However this provision shall not be construed to prevent any mobile home park owner from passing on to the mobile home owner any costs, including increased costs for utilities, which are incurred due to the actions of any state or local government.

K. Whether a Defendant's lease is governed by Chapter 723 or Chapter 83, the result is the same. The provisions of both laws are deemed incorporated into a lease and both permit the



passing-through (Chapter 723) or the passing on (Chapter 83) of increased costs of utilities required by governmental authorities.

L. All these Defendants were provided with an approved prospectus prior to the lot rental amount increase relating to the increase in fees relating to the Eustis waste water treatment fees charged monthly to the Park by Eustis.

M. The Defendant's First Affirmative Defense relates to the breach of contract. As the terms of Chapter 83 and Chapter 723 are deemed incorporated into a lease, and the charges above-described are permitted in accordance with either Chapter 83 or Chapter 723, the First Affirmative Defense is without merit.

N. The Defendant's Second Affirmative Defense relates to res judicata. The garbage fee raised in the earlier judgment was not a mandated governmental improvement, fee or charge associated therewith and is a different issue than that which is now before this Court. The parties are, in part, different. The Second Affirmative Defense is without merit.

O. The Defendant's Third Affirmative Defense relates to an alleged unconstitutional retroactive application of Chapter 723 to pre-Chapter 723 leases. The application of Chapter 83 to pre-Chapter 723 leases provides for the same result. The Third Affirmative Defense is without merit.

P. The Defendant's Fourth Affirmative Defense relates to the Eustis Pass-Through. The Court has found that the Eustis Pass-Through is a pass-through as defined in Florida Statutes, Section 723.003(10). The Fourth Affirmative Defense is without merit.

IT IS THEREFORE ORDERED AND ADJUDGED as follows:

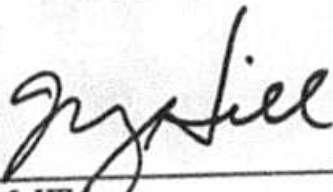
1. The Amended and Restated Motion for Summary Judgment filed by the Plaintiffs is GRANTED and the Defendant's Motion for Summary Judgment is DENIED.

2. The Defendants are obligated to pay the FDEP Pass-Through, the Eustis Pass-Through, and the Eustis waste water treatment fees charged monthly to the Plaintiffs in accordance with the Fee Notice.

3. The Clerk of Court is directed to pay over to the Plaintiffs, c/o Clark, Comparetto & Campbell, P.A., Plaintiffs' Attorney, Post Office Box 6559, Lakeland, Florida 33807-6559, all remaining amounts in the court registry and the Plaintiffs shall give credit for such amounts to the Defendants in accordance with the filings made by Defendants' counsel.

4. The Court reserves jurisdiction on the issue of determining the entitlement to and amount of Plaintiffs' reasonable attorney's fees and any taxable court costs.

DONE, ORDERED AND ADJUDGED in Chambers in Tavares, Lake County, Florida, on this 28 day of June, 1996.

  
\_\_\_\_\_  
MARK J. HILL  
Circuit Court Judge

copies to:

Ronald L. Clark, Esquire  
Frank T. Gaylord, Esquire

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FIFTH DISTRICT

HASELTON VILLA HOME  
OWNERS, Inc.,  
Appellant,

v.

CASE NO. 94-2632

HASELTON PROPERTIES LTD.,  
etc.,  
Appellee.

DATE: July 28, 1995

BY ORDER OF THE COURT:

Upon consideration of the April 27, 1995, order of the Circuit Court for Lake County, Florida, approving the settlement agreement below, it is

ORDERED, sua sponte, that the above-styled appeal is moot and is dismissed. Upon consideration hereof, it is

ORDERED, sua sponte, that Appellee's MOTION FOR ATTORNEYS' FEES, filed December 22, 1994, and Appellant's MOTION FOR ATTORNEY FEES, filed February 27, 1995, are moot.

I hereby certify that the foregoing is  
(a true copy of) the original court order.

FRANK S. HABERSHAW, CLERK

BY: *Janet S. Howard*  
Deputy Clerk

(COURT SEAL)

cc: Ronald L. Clark, Esq. and Georgiana M. Ponder, Esq.  
James A. Garland, Esq.  
Peter A. McFarlane, Esq.



IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL  
CIRCUIT, IN AND FOR LAKE COUNTY, FLORIDA

Case No.: 94-2125-CA-01

HASELTON PROPERTIES, LTD., a  
Florida limited partnership,

Plaintiff,

vs.

HASELTON VILLA HOME OWNERS, INC., a Florida  
corporation, as class representative of the  
mobile homeowners of Haselton Village Mobile  
Home Park, Lake County, Florida.

Defendant.

---

ORDER ON PLAINTIFFS' AND DEFENDANT, HASELTON VILLA  
HOME OWNERS, INC.'S JOINT MOTION TO APPROVE AGREEMENT  
FOR SETTLEMENT AND RELEASE

THIS CAUSE came before the Court on Thursday, April 27, 1995,  
pursuant to Plaintiffs and Haselton Villa Home Owners, Inc.'s  
Joint Motion to Approve Agreement for Settlement and Release, and  
the Court having been fully advised in the premises and all counsel  
having had the opportunity to be heard, and after due  
consideration, it is

ORDERED and ADJUDGED as follows:

The Joint Motion to Approve Agreement for Settlement and  
Release is hereby GRANTED. This Court reserves jurisdiction to  
enforce the terms of the Agreement for Settlement and Release in  
accordance with its terms.

DONE and ORDERED in Chambers at Tavares, Lake County, Florida,  
on this 27th day of April, 1995.

  
\_\_\_\_\_  
MARK J. HILL  
Circuit Court Judge

copies to:

Ronald L. Clark, Esquire  
Frank T. Caylord, Esquire  
William S. Blalock, Esquire

AGREEMENT FOR SETTLEMENT AND RELEASE

THIS AGREEMENT made by and between CENTURY REALTY FUNDS, INC., a Florida corporation, and HASELTON PROPERTIES, LTD., a Florida limited partnership ("Park Owner"), and HASELTON VILLA HOME OWNERS, INC., a Florida corporation, representing that class of members described herein ("HOA").

I.

RECITALS

WHEREAS, it is recognized by all parties that the HOA represents those residents who are presently paying into the registry of the court through the auspices of the HOA, that being residents who represent 253 lots. The HOA does not represent those individuals who are paying the disputed amounts directly to the Park Owner, nor does it represent those residents who are represented individually by Frank T. Gaylord, P.A. pursuant to the NOTICE OF DEPOSITS OF RENT INTO THE REGISTRY OF THE COURT dated the 23rd of January, 1995; and

WHEREAS, the Park Owner owns the Haselton Villa Mobile Home Park located in Lake County, Florida, as described in the Prospectus on file respecting said mobile home park with the State of Florida Department of Business and Professional Regulation, Bureau of Mobile Homes ("Park"); and

WHEREAS, certain litigation between Park Owner and HOA, whether by Complaint, Cross Claim, Counter Claim or Intervention is pending in the Circuit Court of the Fifth Judicial Circuit in Lake County, as Case Number 94-2125-CA01, and in that certain appeal filed on November 29, 1994 in the District Court of Appeal to the

State of Florida Fifth District, Case Number 94-2632 ("Pending Lawsuit"); and

WHEREAS, Park Owner and HOA are presently opposed in the Pending Lawsuit; and

WHEREAS, the Park Owner has commenced the Pending Lawsuit by a Complaint for Declaratory Judgment wherein Park Owner takes the position that it was mandated to connect the Park's waste water system to the waste water system owned by the City of Eustis, Florida, and the costs therefor were passed through to the residents of the Park ("Improvements"); and

WHEREAS, the HOA has filed Counter Claims in the Pending Lawsuit whereby it takes the position that the Improvements were not mandated, but were due to negligent maintenance by the Park Owner; and

WHEREAS, the HOA also takes a position that as to certain residents in the Park known as "old lifetime lease holders" that the lease in connection therewith does not disclose potential liability or any pass-through charges and that these residents are not obligated to pay for the Improvements; and

WHEREAS, the HOA contends in its Counter Claims that the lot rental increases for the years 1989, 1990, 1991, 1992, 1993 and 1994 were invalid Notices of Rental Increases and that the 1994 rent increase was discriminatory; and

WHEREAS, the HOA also takes the position in its Counter Claims that the Park Owner did not reduce the rental in an appropriate

amount although the Park Owner did, in fact, reduce the rental amount by \$6.00 for reduction of waste water services; and

WHEREAS, both the Park Owner and the HOA contend that they are entitled to reimbursement of legal fees and costs of suit in the Pending Lawsuit; and

WHEREAS, the parties wish to amicably resolve all disputes among them and to eliminate the cost of continuing litigation, in recognition of the expenses associated with same; and

WHEREAS, the parties desire to comprehensively resolve these disagreements among them in the Pending Lawsuit and to re-establish amicable relations among them.

NOW, THEREFORE, the parties, for good and valuable consideration, the sufficiency of which is hereby acknowledged, hereby agree as follows:

II.

RETENTION OF MONIES PAID TO THE REGISTRY OF COURT

HOA, on behalf of those residents represented by the HOA, has paid monies into the Registry of the Court, which said sums by Order of the Court have been disbursed to the Park Owners. The HOA will continue to pay these fees through the payment due and including the May of 1995 payment. The Park Owner shall be allowed to withdraw these funds and to retain all funds withdrawn as and for full payment of all monies due by the class of residents represented by the HOA from the commencement of escrowing same through May of 1995.



III.

IMPROVEMENT PASS-THROUGHS

Residents represented by the HOA, as listed in Exhibit "A" attached hereto, shall commence in June of 1995 to pay directly to Park Owner the sum of SEVEN AND 50/100 DOLLARS (\$7.50) per month as and for the Improvements, as earlier defined. This sum represents the total amount due per month by each resident represented by the HOA. Any costs and expenses in excess of said monthly payment shall be borne by Park Owner, and there shall be no additional sums paid by residents represented by the HOA relating to the Improvements. These payments will continue for One Hundred and Eleven (111) months from and including the above date of June of 1995, at which time they will terminate and no further payments shall be required of the residents represented by the HOA for the Improvements. For purposes of convenience, it is recognized that the above payments include interest at the rate of eight percent (8%) per annum, and any individual resident may, at his or her discretion, make a lump sum payment to Park Owner of FIVE HUNDRED NINETY-SIX AND 48/100 DOLLARS (\$596.48) by June 1995 without interest; and the foregoing shall constitute the full and complete indebtedness relating to the Improvements.

IV.

STORM WATER ASSESSMENT

All residents represented by the HOA agree to continue to pay the current Three Dollars (\$3.00) per month pass-through for the storm water assessment. This payment shall be made directly to

Park Owner. These payments shall continue as long as this assessment or fee is charged to the Park Owner.

V.

BASE SEWER CHARGE

There is presently charged to the Park Owner by the City of Eustis a base sewer charge of EIGHTEEN AND 71/100 DOLLARS (\$18.71) per month per lot in the Park for the first Three Thousand (3,000) gallons consumed by the residents of each lot each month. The residents agree to pay this base sewer charge (plus any City of Eustis increases) to the Park Owner. For the consumption beyond or in excess of Three Thousand (3,000) gallons, residents shall be charged by the Park Owner at the then current rate charged by the City of Eustis to the Park Owner. All residents represented by the HOA have received a SIX DOLLAR (\$6.00) per month reduction in lot rental amount and shall, effective June 1, 1995, continue to receive that SIX DOLLAR (\$6.00) per month credit for reduction of sewer treatment originally provided by Park Owner.

VI.

DISMISSAL - ATTORNEYS FEES AND COSTS

As a part of the valuable consideration herein mutually acknowledged, Park Owner and HOA and individual residents represented by said HOA, agree that all actions and claims at law and in equity presently pending among them whether by Complaint, Counter Claim, Claims by Class or Individual or Cross Claims shall be dismissed with prejudice in Case Number 94-2125-CA01 in the Circuit Court of Lake County, and Case Number 94-2632 in the Fifth

District Court of Appeal. All parties to such action shall bear their own costs and expenses of suit and attorneys fees.

VII.

BINDING AUTHORITY

The HOA represents and warrants to the Park Owner that the HOA has full authority and power to enter into this Agreement and to bind the residents of the 253 lots as shown on Exhibit "A", and the parties acknowledge that this Agreement shall be binding only upon the HOA and those residents so listed in Exhibit "A".

VIII.

CONNECTION

All matters in connection with the hookup of Haselton Mobile Home Park to the City of Eustis sewer system shall be completed in accordance with that certain Consent Order entered into between the State of Florida Department of Environmental Protection ("FDEP") and Haselton Properties, LTD., a Florida Limited Partnership, O.C.G.A. 93-2132, The State of Florida Department of Environmental Protection, signed by Park Owner on December 6, 1993, and Ordered on December 10, 1993, and in accordance with the approved abandonment plan by FDEP. The HOA or the residents listed on Exhibit "A" shall have no liability, now or hereafter, as to compliance with said Consent Order and abandonment plan. Park Owner shall complete compliance at its own expense and shall not at any time charge residents for such expense by pass-on, pass-through, rental increase or by any other manner or fashion

whatsoever for such compliance with the Consent Order and abandonment plan.

IX.

LEASES

Except as provided herein, nothing shall be construed to change, effect or otherwise modify the leases for those residents listed in Exhibit "A".

X.

PRESENTATION TO THE COURT FOR ENTRY OF ORDERS

Upon the execution of this Agreement, the attorneys for the parties in the Pending Lawsuit shall jointly prepare and submit appropriate pleadings, motions and papers and this Agreement for Court approval, in order to approve dismissal of the Pending Lawsuit.

XI.

CONSTRUCTION OF THIS AGREEMENT

This Agreement results from arms-length and extended bargaining and negotiation between HOA and Park Owner, and is the result of drafting and review by attorneys for all parties. Should any ambiguity be later found to exist in the terms of this Agreement, such ambiguity shall not be grounds for construing any provision hereof against any particular party hereto. Rather, this Agreement shall be interpreted in light of the parties' mutual desire to amicably and comprehensively resolve all existing and past disputes and potential disputes arising from transactions or occurrences pre-dating the effective date of this Agreement.

XII.

ENFORCEMENT OF THIS AGREEMENT

The parties agree that the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, shall retain jurisdiction for the length of this Agreement to enforce its terms. After execution of this Agreement and approval by the Court, enforcement shall be on motion made to the Court, without jury, with the prevailing party to have and recover its costs and attorneys' fees in connection with such motion. Upon acceptance of this Agreement the parties mutually waive any other remedy of whatever sort now or hereafter existing with respect to the subjects of this Agreement.

XIII.

AGREEMENT BINDING ON SUCCESSORS, ETC.

This Agreement shall be binding on the heirs, devisees, successors and assigns of the HOA and the Park Owner, and shall survive the sale or sales of this Park by the Park Owner or successor park owner during the period of this Agreement. This Agreement shall not be binding on future residents of the Park. This Agreement and the Order approving same shall be recorded in the Public Records of Lake County, Florida and shall be binding on all grantees, assigns and successors in interest of Park Owner hereto.

XIV.

EFFECTIVE DATE OF THIS AGREEMENT

The effective date of this Agreement shall be the date the last party hereto executes this Agreement.

XV.

LAW GOVERNING THIS AGREEMENT

This Agreement shall be governed by the law of Florida.

XVI.

OBLIGATIONS TO ASSIST

The parties covenant each to the other that each shall in good faith promptly take all steps reasonably necessary to assist the other parties in perfecting their rights under this Agreement and preserving their interests in relation to this Agreement; such as, without limitation, executing such consents, and pleadings or other documents as may be required to obtain release of Court control of the escrow account.

XVII.

HEADINGS NOT SUBSTANTIVE

All headings utilized herein are for the mere convenience of the reader and shall not be construed to have any substantive effect on the terms of this Agreement.

[Signature]  
Witness

Jay E. Evans  
Witness

CENTURY REALTY FUNDS, INC.,  
a Florida corporation

By: [Signature]  
Raymond L. Moats, President

Dated: 4/18/95

*Robert R. Kelly*

Witness

*Jayne E. Ewan*  
Witness

HASELTON PROPERTIES, LTD.,  
a Florida limited partnership

By: CENTURY REALTY FUNDS, INC.  
Its General Partner

By: *Raymond L. Moats*

Raymond L. Moats, President  
Dated: 4/19/95

*Rosemary R. Schirmer*  
Witness ROSEMARY SCHIRMER

*Edward P. Burnham*  
Witness EDWARD P. BURNHAM

HASELTON VILLA HOME OWNERS, INC.,  
a Florida corporation

By: *Richard Burpee*, PRESIDENT  
RICHARD BURPEE

Dated: April 18, 1995

rlc\haselton.agr





<del>WILFORD, MORGAN</del>	Lot 111	38 Lavender Ln
<del>BURCH, RONALD</del>	Lot 201	4 Topaz Ln
<del>BURHENN, EDWARD</del>	Lot 237	45 Royal Dr
<del>BURNETT, FRANK</del>	Lot 308	17 Violet Ct
<del>BURPEE, RICHARD</del>	Lot 32	72 Lavender Ln
<del>BUSBY, JEANE</del>	Lot 215	5 Azure Ln
<del>CADY, BILL</del>	Lot 66	39 Turquoise Way
<del>CADY, DALE</del>	Lot 1-A	21 Lavender Ln
<del>CALVIN, FRANK</del>	Lot 217	9 Azure Ln
<del>CAMP, BARBENE</del>	Lot 113	42 Lavender Ln
<del>CAMPBELL, GERALDINE</del>	Lot 211	4 Amber Ln
<del>CASTRONOVY, JIM</del>	Lot 315	2 Topaz Dr
<del>CLARK, MADGE</del>	Lot 9	39 Lavender Ln
<del>COLEMAN, HELEN</del>	Lot 262	12 Opal Ln
<del>COLEMAN, KENNETH</del>	Lot 251	44 Royal Dr
<del>COLWELL, DARA</del>	Lot 264	16 Scarlet Way
COOK, JAY	Lot 74	34 Coral St
<del>CRYSLER, ARTHUR</del>	Lot 13	47 Lavender Ln
<del>CUMMINGS, BILL</del>	Lot 274	9 Scarlet Way
<del>CUNDTFF, DALE</del>	Lot 308	16 Topaz Dr
<del>CURTIS, ART</del>	Lot 271	30 Opal Ln
<del>DADELIN, RICHARD</del>	Lot 263	14 Opal Ln
<del>DEAN, GERALDINE</del>	Lot 226	3 Royal DR
<del>DECORSO, CARMAN</del>	Lot 316	4 Violet Ct
<del>DE FURIA, DANIE</del>	Lot 317	4 Turquoise Way
<del>DELMOLANO, RENO</del>	Lot 210	6 Amber Ln
<del>DESCAMPS, OUISSY</del>	Lot 277	15 Scarlet Way
<del>DESTEFANO, RICHARD</del>	Lot 8	37 Lavender Ln

DOBSON, DONOON	Lot 273	7 Scarlet Way
DOMBROSKY, CHESTER	Lot 257	32 Royal Dr
DOTTE, KAY	Lot 7	35 Lavender Ln
DUBI, VAL	Lot 40	36 Turquoise Way
DUNLAP, JIM	Lot 119	54 Lavender Ln
DYCUS, WAYMON	Lot 260	24 Scarlet Way
DYLAN, EILEEN	Lot 261	20 Royal Dr
DEATON, WILLIAM	Lot 300	1 Violet Ct
ELDRIDGE, FRANCIS	Lot 214	3 Azure Ln
FARNOROTTO, JIM	Lot 229	9 Royal Dr
FELGAN, HELEN	Lot 301	12 Topaz Dr
FENHO, ELEANOR <i>SOLD</i>		
FONTANA, BOB	Lot 257	2 Opal Ln
FRANCIS, MELVIN	Lot 21	61 Lavender Ln
FRANZEN, RICH	Lot 305	11 Turquoise Way
FREDMAN, HAROLD	Lot 32	52 Turquoise Way
GARRETT, BOB	Lot 81	20 Coral St
GIBBONS, GLENYTH	Lot 104	3 Emerald Dr
GIBLOW, DOUGLAS	Lot 307	15 Turquoise Way
GIENN, ALICE	Lot 14	4 Jade ST
GHOSPILTUS, BOB	Lot 83	21 Coral St
GRACE, MELVIN	Lot 207	7 Amber Ln
GRANGER, CHARLES	Lot 200	2 Topaz On
GRAUPMAN, MARTIN	Lot 11	43 Lavender Ln
GREENE, DAVID	Lot 264	14 Royal Dr
GREGORY, ROY	Lot 236	41 Royal Dr
GRESHAM, GLENN	Lot 312	8 Topaz Dr
GRIMES, GAIL	Lot 261	22 Scarlet Way
ENGLISH, CLOYD	Lot 267	22 Opal Ln

GRÖSTICK, ELMER	Lot 63	33 Turquoise Way
GRUMBACH, ERNEST	Lot 313	12 Turquoise Way
GUDAKUNST, DONALD	Lot 100	6 Emerald Cr
GUGLIOTTA, JOSEPH	Lot 82	18 Coral St
HAAS, MILFORD	Lot 315	8 Turquoise Way
HAEN, FREDERICK	Lot 258	28 Scarlet Way
HAINES, FORREST	Lot 42	32 Turquoise Way
HALEY, ERENE	Lot 12	45 Lavender Ln
HAUSEY, WILLARD	Lot 109	13 Emerald Dr
HANNIFIN, WILHELM	Lot 248	50 Royal Dr
HARRIS, ARDITH	Lot 108	11 Emerald Dr
HARRMAN, CORDEEN	Lot 60	17 Turquoise Way
HASHEY, CARROLL	Lot 238	55 Royal Dr
HATHINE, STIRLEY	Lot 87	13 Coral St
HEDRICKSON, PAUL	Lot 105	5 Emerald Dr
HENNING, JUDY	Lot 65	37 Turquoise Way
HENNING, RICHARD	Lot 255	34 Scarlet Way
HESS, DEWANE	Lot 230	11 Royal Dr
HEUER, ELMREDE	Lot 6	4 Coral ST
HIEBELER, JOHN	Lot 309	19 Scarlet Way
HILL, MAYNARD	Lot 97	3 Emerald Cr
HOGLE, JAY	Lot 143	3 Lavender Ln
HOLOVA, STANLEY	Lot 309	18 Violet Ct
HOSKINS, VIRGIL	Lot 6	74 Lavender Ln
HUI BARD, GEORGE	Lot 116	48 Lavender Ln
HUFF, ARTHUR	Lot 259	6 Opal Ln
INGHAM, WILLIAM	Lot 276	13 Scarlet Way
JANECZKO, BEVERLY	Lot 302	5 Turquoise Way

- PAGE 5 -

INGRAHAM, HAROLD	Lot 201	24 Turquoise Way
INDZANSKI, DONALD	Lot 318	2 Turquoise Way
JOHNSON, BERNARD	Lot 254	36 Scarlet Way
JONES, RUBY	Lot 76	30 Coral St
KILE, MARY	Lot 73	36 Coral St
KINNEY, FRANK	Lot 30	76 Lavender Ln
KLUSHMANN, SIGNE	Lot 89	20 Lavender Ln
KOELBEL, DON	Lot 267	10 Scarlet Way
KRAUSMAN, EDIS	Lot 275	11 Scarlet Way
KUERBER, MARGIE	Lot 13	6 Jade St
KUHARSKI, FRANK	Lot 276	31 Opal Ln
LAFEVER, BERNARD	Lot 265	18 Opal Ln
LAMARRE, ROYAL	Lot 236B	43 Royal Dr
LAYENDER, JACK	Lot 250	46 Royal Dr
LEACH, JACK	Lot 71	49 Turquoise Way
LEACH, JUANITA	Lot 204	3 Topaz Ln
LEWIS, WILLIAM	Lot 124	12 Lavender Ln
LEWIS, HOWARD	Lot 125	10 Lavender Ln
LEWIS, CLIFF	Lot 201	4 Pearl Dr
LIBBY, PHYLLIS	Lot 228	7 Royal Dr
LUCKE, CLEMENS	Lot 209	8 Amber Ln
MACH, VIRGINIA	Lot 25	69 Lavender Ln
MAGNI, JOHN	Lot 77	28 Coral St
MANSFIELD, GEORGE SCOT D		
MARQUIST, WILLIAM	Lot 204	1 AMBER LN
MARSELIS, CHRIS	Lot 258	30 Royal Dr
MARTIN, EDWARD	Lot 55	55 Lavender Ln
MARX, ERNEST	Lot 29	75 Lavender Ln
MAJOR, TED	Lot 39	38 Turquoise Way

- PAGE 6 -

MCCLEAF, DONALD	Lot 202	6 Topaz Ln
MCCORMICK, DONALD	Lot 233	27 Royal Dr
MCLAUGHLIN, DAVID	Lot 261	10 Opal Ln
MCMILLAN, ROLAND	Lot 242	62 Royal Dr
MEREDITH, TOM	Lot 148	2 Lavender Ln
MILLER, LES	Lot 93	16 Emerald Dr
MARABITO, FRANK	Lot 275	33 Opal Ln
MOLONEY, ROSS	Lot 88	11 Coral St
MOORE, DORIS	Lot 220	10 Azure Ln
MOORE, HOWARD	Lot 15	2 Jade St
MOREHEAD, DEWEY	Lot 313	10 Violet Ct
MOSHER, CHARLES SOLD		
MUTKA, WALTER	Lot 272	32 Opal Ln
MURPHY, ROBERT	Lot 301	3 Turquoise Way
NARDON, WANDA	Lot 273	34 Opal Ln
NICHOLSON, GEORGE	Lot 258	4 Opal Ln
NORRIS, DAVE	Lot 330	23 Turquoise Way
CONNOR, FLORENCE	Lot 256	34 Royal Dr
PAGE, LARRY (LAVENDER)	Lot 19	57 Lavender Ln
PAGE, LARRY (OPAL)	Lot 307	18 Topaz Dr
PALMER, JOHN	Lot 304	9 Violet Ct
PARISEAU, JOSEPH	Lot 268	24 Opal Ln
PARTSH, WALLACE	Lot 203	20 Turquoise Way
PARKER, TOM	Lot 308	17 Turquoise Way
PARKS, FRED	Lot 202	22 Turquoise Way
PASELY, JUDITH	Lot 303	7 Violet Ct
PAUL, WILLIAM	Lot 127	6 Lavender Ln
PIARODY, FERRIS	Lot 92	26 Lavender Ln

<del>PETRUCCI, JEAN</del>	Lot 265	14 Scarlet Way
<del>PICKARD, GRACE</del>	Lot 70	47 Turquoise Way
<del>PIKE, KATHLEEN</del>	Lot 202	3 Pearl Dr
POWERS, JAMES	Lot 9	1 Jade St
<del>PYE, JOAN</del>	Lot 270	28 Opal Ln
<del>RYAN, JAY</del>	Lot 203	1 Pearl ST
<del>RUGGIE, ROBERT</del>	Lot 33	50 Turquoise Way
<del>RADICAN, NORMAL</del>	Lot 278	17 Scarlet Way
RANCOURT, JOHN <i>OFF IN MARCH</i>		
<del>RANKIN, CHARLES</del>	Lot 225	1 Royal Dr
<del>RAYMER, HERMAN</del>	Lot 84	19 Coral St
<del>REES, JOHN</del>	Lot 68	43 Turquoise Way
<del>REED, ROBERT</del>	Lot 10	3 Jade St
<del>RENNERT, RICHARD</del>	Lot 86	15 Coral St
<del>REBEROY, DALLAS</del>	Lot 257	30 Scarlet Way
<del>RICC, LAURA</del>	Lot 212	2 Amber Ln
<del>RICHARDSON, DONALD</del>	Lot 256	32 Scarlet Way
<del>RICKARD, LEWIS</del>	Lot 24	24 Lavender Ln
RIES, DONALD	Lot 213	1 Azure Ln
<del>RIVERS, BRUCE</del>	Lot 254	38 Royal Dr
<del>ROBERTS, MURIEL</del>	Kit 85	17 Coral St
<del>ROGERS, ALEXANDER</del>	Lot 304	9 Turquoise Way
<del>ROGERS, DAVID</del>	Lot 317	2 Violet Ct
<del>ROTHENS, ALICE</del>	Lot 107	9 Emerald Dr
<del>RUGGIO, ALBERT</del>	Lot 265	12 Royal Dr
<del>RUPERT, JAMES</del>	Lot 314	4 Topaz Dr
<del>SALLELDER, EUGENE</del>	Lot 205	1 Topaz Ln
<del>SANDIFER, JOHN</del>	Lot 272	5 Scarlet Way
<i>STUMP, WILLIAM</i>	Lot 269	26 Opal Ln

- PAGE 8 -

<del>SCHAEFER, FRED</del>	Lot 22	63 Lavender Ln
<del>SCHIRMER, ROBERT</del>	Lot 263	18 Scarlet Way
<del>SCHLOSSER, HAROLD</del>	Lot 10	41 Lavender Ln
<del>SCHREIBER, HARRY</del>	Lot 79	24 Coral St
<del>SCHROEDER, ED</del>	Lot 4	4 Rainbow Rd
<del>SCHUBERT, EDWARD</del>	Lot 253	40 Royal Dr
<del>SCHWARTZ, JACK</del>	Lot 232	15 Royal Dr
<del>SCOTT, DAVID</del>	Lot 311	10 Topaz Dr
<del>SCOTT, LOUISE</del>	Lot 314	15 Royal Dr
<del>SEVIGNY, ROBERT</del>	Lot 259	28 Royal Dr
<del>SIGA, DOROTHY</del>	Lot 255	36 Royal Dr
<del>SILVERMAN, FLOYD</del>	Lot 106	7 Emerald Dr
<del>SILBERSTEIN, VIOLET</del>	Lot 2	8 Rainbow Rd
<del>SINCLAIR, GRACE</del>	Lot 15	51 Lavender Ln
<del>SLAWSON, NORMAN</del>	Lot 260	8 Opal Ln
<del>SMITH, DONALD</del>	Lot 205	3 Amber Ln
<del>SMITH, EDWIN</del>	Lot 16	53 Lavender Ln
<del>SMITH, PASSINE, ETHEL</del>	Lot 310	16 Violet Ct
<del>SMITH, WOODROW</del>	Lot 301	3 Violet Ct
<del>SNEIDER, EUGENE</del>	Lot 5	2 Rainbow Rd
<del>SNIDER, DENNIS</del>	Lot 305	15 Topaz Dr
<del>SNOW, RICHARD</del>	Lot 27	71 Lavender Ln
<del>SPANGLER, VIRGINIA</del>	Lot 128	4 Lavender Ln
<del>SPILLER, NELSON</del>	Lot 126	8 Lavender Ln
<del>SUMMERS, RALPH</del>	Lot 311	14 Violet Ct
<del>SWAGER, ED</del>	Lot 300	1 Turquoise Way
<del>SWIFT, FRANK</del>	Lot 309	14 Topaz Dr
<del>SWIFT, GERALD</del>	Lot 11	5 Jade St
<del>SWILLEY, AUGUSTA</del>	Lot 20	59 Lavender Ln

SYDEN, EUDORA	Lot 307	15 Violet Ct
TERRIO, HAROLD	Lot 224	2 Azure Ln
TIGHE, LEO	Lot 262	18 Royal Dr
TIPPLE, JACK	Lot 269	4 Royal Dr
TRENDALL, GEORGE	Lot 244	58 Royal Dr
TRITCH, LOIS	Lot 5	31 Lavender Ln
TURZILLO, JOHN	Lot 266	20 Opal Ln
TURNER, HOWARD	Lot 80	22 Coral St
ULLMYER, PHILIP	Lot 34	48 Turquoise Way
VANBOVEN, DON	Lot 311	16 Turquoise Way
VANDEVEREN, MARTIN	Lot 269	6 Scarlet Way
VANASSE, VAN	Lot 302	5 Violet Ct
VANOSS, RALPH	Lot 69	45 Turquoise Way
VIDLETT, NORMAN	Lot 262	20 Scarlet Way
WALTER, DECK	Lot 315	6 Violet Ct
WASHBURN, H.	Lot 219	12 Azure Ln
WARR, JAMES	Lot 268	6 Royal Dr
WIEDNER, MILLET	Lot 4	29 Lavender Ln
WETHERALL, ALAN	Lot 306	13 Turquoise Way
WITTE, JOHN	Lot 313	6 Topaz Dr
WIELX, ROSINA	Lot 240	61 Royal Dr
WILLEMSTEIN, RENDE	Lot 75	32 Coral Ct
WILKINS, GEORGE	Lot 239	57 Royal Dr
WILLIAMS, HERBERT	Lot 234	29 Royal Dr
WOEHR, ROBERT	Lot 270	1 Scarlet Way
WOOD, HOMER	Lot 267	8 Royal Dr
WITKI, WARREN	Lot 227	5 Royal Dr
YOUNG, CAROLINE	Lot 7	6 Coral St
ZINNECKER, CLARK	Lot 6	33 Lavender Ln