

980307-WS 3358 Inquest Rd  
Zellwood, FL 32798  
March 1998

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION

ORIGINAL

Gentlemen,

I am in receipt of letter dated March 4, 1998 from Zellwood Station COOP Zellwood, FL 32798 in regard to application for an increase in Water + Sewer rates.

Our objection to this application is we are now paying \$17.50 per month per a unit. Zellwood COOP want to increase the rate to \$35.53 a month which is excessive. (over 100% increase)

I am enclosing a copy of the Water and Sewer Agreement from the original developer, Cayman Development Corp. and the three Condominiums Oak Grove, Citrus Ridge and Benbury Village associations. This agreement is a copy which is filed and recorded in Orange County, Orlando Florida and it is still in effect. The Condominiums are governed by Statute 718 State of Florida Condominiums.

This letter is also my complaint to your office on the over charge the Zellwood COOP is charging the three Condominiums for over a year. We should be paying \$15 a month per a unit instead of \$17.50, a \$2.50 over charge on each unit. Our management Agent M/S Ellen Wornack of 238 Westmonte Drive Suite 105, Altamonte Springs, Florida 32714 pays our Water and Sewer fees. M/S Wornack has been paying this fees for over year under protest.

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- GAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG 1
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC 1
- WAS 1
- OTH \_\_\_\_\_

correspondence  
DOCUMENT NUMBER-DATE

The Zellwood COOP, now the developer, is applying for a  
OVER

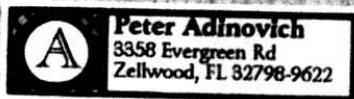
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new application for higher rates and charges. Why issue a new agreement when the Zellwood COOP won't honor the agreement they have now with the three condominiums.

I have resided in Zellwood Station for over 17½ years and I have been active in Benbury Village Condominium and am presently Vice President of the Board of Directors. If you need any other information I will be glad to supply it to your Office.

I am enclosing our Developer- Condominium agreement filed with Orange County, dated 7/31/1979

Please reply as soon as possible



Very truly yours,

Peter Adinovich unit 1702  
3358 Evergreen Road  
Zellwood, FL 32798

Phone # 1-407 886-5816

(b) Thereafter, and until the completion of development of 500 additional lots, the monthly charge to each condominium will not exceed a sum equal to \$15.00 times the number of units contained in the condominium;

(c) Thereafter, and until 7 years after the closing of title to the first unit, the monthly charges to each condominium will not exceed a sum equal to \$17.50 times the number of units contained in the condominium. For purposes of this Agreement, the term "completion of development" shall be construed to mean availability of service, including the installation of water and sewer lines to the property line of each respective lot.

4. Successors and Assigns. All covenants, warranties and representations set forth in this Agreement shall be binding on and inure to the successors and assigns of the parties executing the same.

5. Agreement to Run With the Land. The representations and agreements contained herein shall run with the land described in Exhibit A to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CAYMAN DEVELOPMENT CORPORATION

By Harvey A. Chielke  
Harvey A. Chielke, President

OAK GROVE VILLAGE ASSOCIATION, INC.

By Sandy W. [Signature]  
Vice President

CITRUS RIDGE VILLAGE ASSOCIATION, INC.

By Sandy W. [Signature]  
Vice President

BANBURY VILLAGE ASSOCIATION, INC.

By Sandy W. [Signature]  
Vice President

Four sets of handwritten signatures, each consisting of a signature and the name "Jayce J. Datta" written below it.

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CO., FL

O.R. 3040 PG 52

13<sup>00</sup>

DEVELOPER AGREEMENT

THIS AGREEMENT dated this 31 day of JULY, 1978, between CAYMAN DEVELOPMENT CORPORATION (which Corporation shall hereinafter be referred to as the "Developer") and OAK GROVE VILLAGE ASSOCIATION, INC., a nonprofit Florida corporation; CITRUS RIDGE VILLAGE ASSOCIATION, INC., a nonprofit Florida corporation; and BANBURY VILLAGE ASSOCIATION, INC., a nonprofit Florida corporation, provides that in return for \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged by the Developer, the parties agree as follows:

1. Ownership. The Developer hereby warrants and guarantees that it is the owner in fee simple of the water and sewer facilities which are presently serving that plan unit development in Orange County, Florida, known as Zellwood Station, which development is specifically described in Exhibit A to this Agreement.

2. Condominium Associations. Portions of the Zellwood Station Development are simultaneously herewith being submitted to the condominium form of ownership, each of which condominiums shall be operated by the respective association of a similar name entering into this Agreement.

3. Charges for Service. Each condominium shall be separately metered for water and sewer service. Each association which operates a condominium will pay the water and sewer charges as per the meter and assess the costs thereof amongst all the unit owners in the condominium. Irrespective of the rates approved by the Public Service Commission, the Developer will limit its charges for water and sewer service to the condominiums to the following amounts for the following periods:

(a) Prior to the completion of development of 1,000 lots, the monthly charge to each condominium will not exceed a sum equal to \$10.00 times the number of units contained in the condominium;

Prepared by: PAUL F. BRYAN  
P O Box 880  
Winter Park, FL 32791

Charges for water

(over)