

# Appeal of DRC Approval of CDR-16-06-207



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1. Grant appeal and overturn DRC's approval of (revised) Development Plan for Sand Lake Resort Club PD/Westgate Lakes Resort Phase 5B.
2. Order construction to stop, so that Orange County can properly analyze the consistency of CDR-16-06-207 with the Orange County Comprehensive Plan and with Mrs. Corredor's townhome as an existing use.

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# Westgate Misrepresented Its Ownership of All of the Properties Encompassed by the Development Plan

## SECTION 2: APPLICANT AND OWNER INFORMATION

Applicant: Bryon Smith

Address: 5601 Winhover Drive

City: Orlando State: FL Zip: 32819

Owner: Central Florida Investments, Inc.

Address: 5601 Winhover Drive

City: Orlando State: FL Zip: 32819

Phone: 407-351-3350 Email: bryon\_smith@wgresorts.com

## SECTION 3: PROPERTY INFORMATION

Project Name: Westgate Lakes Buildings 50 & 60

Parcel Identification Number(s): 11-24-28-7806-00-001,11-24-28-0000-00-017

List The Roads That Will Be Utilized To Access The Project: Turkey Lake Road

Existing Use of Property: Timeshare/Resort

Size of Existing Use (Units/Sq.Ft.): 110 units

Water Provider: OUC

Wastewater Provider: Orange County

Will this Project be phased? Yes ☒ No ☐ (If yes please attached a phasing schedule)



# Westgate Misrepresented Its Ownership of All of the Properties Encompassed by the Development Plan

## Development Plan

Issued for: **Orange County**

Date Issued: August 31, 2012

Latest Issue: November 22, 2013

## Sandlake Resort Club PD/ Westgate Lakes Phase 5C (Buildings 60 & 70)

14185 International Dr

PARCEL I.D. #s:

Owner/Applicant:

**Central Florida Investments, Inc.**

5601 Windover Drive

Orlando, FL 32819

P (407) 351-3350 · F (407) 509-1136

001;  
311;  
911;  
665;  
101;  
023

# Westgate Misrepresented Its Ownership of All of the Properties Encompassed by the Development Plan

## Development Plan

Issued for: **Orange County DRC**

Date Issued: June 2015

Latest Issue: August 31, 2015

## **Sandlake Resort Club PD/ Westgate Lakes Phase 5B CDR-15-06-167 (Buildings 60 & 70)**

10000 Turkey Lake Rd

Owner/Applicant:

**Central Florida Investments, Inc.**

5601 Windhover Drive

Orlando, FL 32819

P (407) 351-3350 · F (407) 509-1136

**Westgate Lakes, LLC**

5601 Windhover Drive

Orlando, FL 32819

P (407) 351-3350 · F (407) 509-1136

# Westgate Misrepresented Its Ownership of All of the Properties Encompassed by the Development Plan



## NOTES:

1. THIS IS A REDEVELOPMENT PROJECT. THE EXISTING UNITS ARE TO BE DEMOLISHED AND REPLACED WITH NEW UNITS.



May 27, 2016

Mark Waltrip  
Central Florida Investments, Inc.  
5601 Windhover Drive  
Orlando, FL 32819

The Agent Authorization Forms submitted with the LUP and DP clearly indicated that the property was wholly owned by Central Florida Investments, Inc. ("CFI") or affiliated Westgate Lakes/Resorts entities ("Westgate"). At no time during the County's review or approval of these plans did CFI or Westgate communicate to the County that other owners, including Ms. Corredor, existed.

other owners, including Ms. Corredor, existed.

Therefore, this item has been scheduled for the DRC meeting on June 8, 2016. It is important for you to appear at that meeting to discuss and explain the representations made in the Agent Authorization forms (and related building permit application(s)). In the event County development approvals (including but not limited to the DP, site work, or building permits) were granted for properties you did not in fact own or have authority to represent, such approvals may be rescinded.

# Westgate Now Acknowledges It Does Not Own the Corredor Parcel

## Sand Lake Resort Club PD/ Westgate Lakes Phase 5B CDR-15-06-167 (Buildings 60 & 70)

10200 Turkey Lake Rd.  
Orlando, Florida 32819



Site Location Map

### PARCEL I.D. #s:

11-24-28-7806-00-001;	11-24-28-7806-09-148;	11-24-28-7806-10-250;
11-24-28-7806-00-017;	11-24-28-7806-09-149;	11-24-28-7806-10-251;
02-24-28-0000-00-025;	11-24-28-7806-09-242;	11-24-28-7806-11-152;
02-24-28-0000-00-027;	11-24-28-7806-09-243;	11-24-28-7806-11-153;
02-24-28-0000-00-029;	11-24-28-7806-09-244;	11-24-28-7806-11-154;
11-24-28-7806-09-141;	11-24-28-7806-09-245;	11-24-28-7806-11-155;
11-24-28-7806-09-142;	11-24-28-7806-09-246;	11-24-28-7806-11-252;
11-24-28-7806-09-143;	11-24-28-7806-10-150;	11-24-28-7806-11-254;
11-24-28-7806-09-144;	11-24-28-7806-10-151;	11-24-28-7806-11-255;
11-24-28-7806-09-145;	11-24-28-7806-10-247;	11-24-28-7806-11-256;
11-24-28-7806-09-146;	11-24-28-7806-10-248;	
11-24-28-7806-09-147;	11-24-28-7806-10-249;	

### Property Information

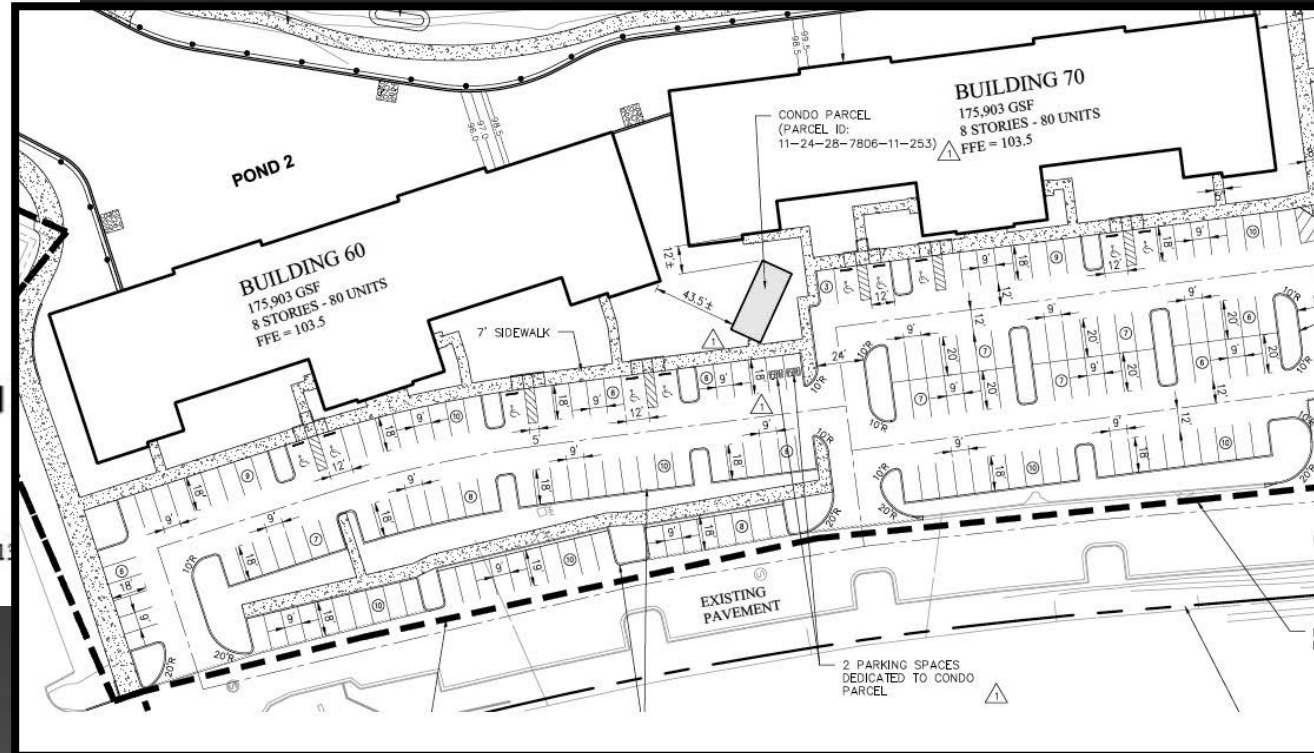
#### Owner/Applicant:

Central Florida Investments, Inc.  
5601 Windhover Drive  
Orlando, FL 32819

P (407) 351-3350 · F (407) 509-1136

Westgate Lakes, LLC  
5601 Windhover Drive  
Orlando, FL 32819

P (407) 351-3350 · F (407) 509-1136



# Westgate Knew All Along That Mrs. Corredor Owned Property Located in the Middle of Its Development Plan

- Westgate told WESH-2 it has been trying to make an offer for years
- As far back as 2004, Westgate was making offers to the Corredors
- Orange County first became aware of Mrs. Corredor's ownership of the townhome when her sons appeared at the Feb. 9, 2016, BCC hearing

# Excerpts from Orange County BCC Meeting February 9, 2016



# Westgate Knew All Along That Mrs. Corredor Owned Property Located in the Middle of Its Development Plan



Mora Alberto Corredor  
Julieta Majia De Corredor  
1155 Hillsboro Mile Apt. 710  
Hillsboro Beach, Florida 33062

Estimado Mora y Julieta,

La presente es para dejarle saber que he tratado de comunicarme con ustedes con respecto a su unidad #B-53/327, la cual se encuentra en los Condominios de Sandlake Village en Orlando, Florida. Por favor de comunicarse conmigo al numero 407-351-3350 extension 121. Le agradezco de anticipo su atencion a mi peticion. Muchas gracias.

Sinceramente,

January 7, 2004

Mark Waltrip  
Chief Operating Officer  
Westgate Resorts

Westgate Vacation Villas • Westgate Lakes Resort & Spa • Westgate River Ranch Resort  
Westgate Blue Tree Resort • Westgate Miami Beach • Westgate Daytona Beach • Westgate Historic Williamsburg  
Westgate Smoky Mountain Resort At Gatlinburg • Westgate Park City Resort & Spa • Westgate Flamingo Bay – Las Vegas

Corporate Office: 5601 Windhover Drive • Orlando, FL 32819 • Phone: 407-351-3350, x101 • Fax: 407-352-8935



CENTRAL FLORIDA INVESTMENTS, INC.

January 31, 2005

Alberto Mora Corredor  
1155 Hillsborough Mile  
Hillsborough Beach, FL 33062

Estimado Sr. Mora Corredor:

La presente es para dejarle saber que he tratado de comunicarme con usted(es), respecto a su unidad B53, la cual se encuentra en los Condominios de Sandlake Village en Orlando, Florida. Como representante de Central Florida Investments, le extiendo la oportunidad de venderme su unidad ó intercambiar su condominio por una unidad renovada, a su gusto, en la seccion I ó II de las Villas de Sandlake. Por favor de comunicarse conmigo al numero 407-351-3350 extension 121, mi asistente MariaElaina Santiago les pondrá en contacto conmigo directamente. Si prefiere, me puede llamar a mi celular 407-902-8206. Le agradezco de anticipo su atencion a mi peticion.

January 31, 2005

Mark Waltrip  
Chief Operating Officer  
CFI/Westgate Resorts

5601 WINDHOVER DRIVE • ORLANDO, FLORIDA 32819  
(407) 351-3350 • (FAX) 407-352-8935



# Westgate Misrepresented the Status of the Condominium Association

August 12, 2015

Ref: 61051.06

Ms. Lourdes O'Famill/Ms. Lisette Egipciaco



3. When will Sandlake Villages Section 1 Phase Condo be terminated?

**Response: CFI/Westgate is in the process of clearing title and will be handling this through the condo document process with the State.**

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



## Detail by Entity Name

### Florida Not For Profit Corporation

SAND LAKE VILLAGE PHASE 3 AND PHASE 4 CONDOMINIUM ASSOCIATION, INC.

### Filing Information

Document Number	N05000003992
FEI/EIN Number	20-2699146
Date Filed	04/18/2005
State	FL
Status	INACTIVE
Last Event	ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed	09/25/2015
Event Effective Date	NONE

Road  
-00-025, 02-24-28-0000-00-027,  
-00-001

ries)

way

Residential (MDR). Per CP policy

225 E. Robinson Street, Suite 300  
Landmark Center Two  
Orlando, Florida 32801  
P 407.839.4006  
F 407.839.4008

# The BCC Made a Finding of Consistency with the Comprehensive Plan Based Upon Westgate's Misrepresentations of Ownership

- The DRC recommended approval of a substantial change to the planned development under the mistaken belief that Westgate owned all of the property encompassed by the development
- The Interoffice Memorandum to the BCC and Mayor analyzing the request for a finding of consistency with the Comprehensive Plan listed *only* Westgate entities as the property owner



Interoffice Memorandum

January 28, 2016

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director  
Community, Environmental and Development  
Services Department

CONTACT PERSON: John Smogor, Chairman  
Development Review Committee  
Planning Division  
(407) 836-5616

SUBJECT: February 9, 2016 – Public Hearing  
Erika Hughes, VHB, Inc.  
Sand Lake Resort Club Planned Development (PD)  
Substantial Change - Case # CDR-15-09-264 / District 1

The Sand Lake Resort Club PD was originally approved on July 26, 1973, as Sand Lake Villas PD and currently provides for 1,261 resort residential / timeshare units. Through this PD substantial change, the applicant is seeking to add 107 timeshare units and 10,000 square feet of commercial uses to the existing development program.

As summarized in the attached staff report, one (1) community meeting was held for this request on January 27, 2016. The request also received a recommendation of approval by the Development Review Committee.

Finally, the Specific Plan has been completed in accordance with the requirements of these and the PD/LUP.

ACTION REQUESTED:

Attachments

**ACTION REQUESTED:** Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Sand Lake Resort Club Planned Development / Land Use Plan (PD/UNP) dated "Received November 23, 2015", subject to the conditions listed under the DRC Recommendation in the Staff Report. District 1

**CASE # CDR-15-09-264**

Commission District: # 1

**GENERAL INFORMATION**

**APPLICANT**

**OWNERS**

**OWNERS**

**Westgate Lakes LTD and Central Florida Investments, Inc.**

**PROJECT NAME**

Sand Lake Resort Club (aka "Westgate Lakes Resort")  
Planned Development / Land Use Plan (PD/LUP)

**PARCEL ID NUMBERS**

02-24-28-0000-00-003; 02-24-28-0000-00-025;  
02-24-28-0000-00-027; 02-24-28-0000-00-029;  
02-24-28-9200-00-001; 02-24-28-9210-99-999;  
02-24-28-9220-99-999; 02-24-28-9230-99-999;  
02-24-28-9240-99-999; 11-24-28-0000-00-017;  
and 11-24-28-7806-00-001

**TRACT SIZE**

179.40 gross acres

**LOCATION**

10000 Turkey Lake Road; or generally located on the west  
side of Turkey Lake Road and south of Sand Lake Road.

**REQUEST**

A PD substantial change to increase the maximum number of  
timeshare units from 1,261 to 1,368 (*an increase of 107 units*),  
and to add 10,000 square feet of commercial uses.

**PUBLIC NOTIFICATION**

A notification area extending beyond five hundred (500) feet  
was used for this application [Chapter 30-40(c)(3a) of the  
Orange County Code requires 300 feet]. One hundred forty-  
nine (149) notices were mailed to those property owners in the  
notification area. A community meeting was also held for this  
request at Dr. Phillips High School on January 27, 2016 (*refer  
to meeting summary below*).

**IMPACT ANALYSIS**

**Special Information**

The Sand Lake Resort Club PD was originally approved on July 26, 1973, as the Sand  
Lake Villas PD and currently provides for 1,261 resort residential / timeshare units.  
Through this PD substantial change, the applicant is seeking to add 107 timeshare units  
and 10,000 square feet of commercial uses to the existing development program.

This PD has been known under several names since originally approved, including  
Sonesta Villa Resort, Sand Lake Resort, Sand Lake Shores, and Sand Lake Resort  
Club. However, the project is now commonly referred to as the "Westgate Lakes Resort  
and Spa".

# The BCC Made a Finding of Consistency with the Comprehensive Plan Based Upon Westgate's Misrepresentations of Ownership

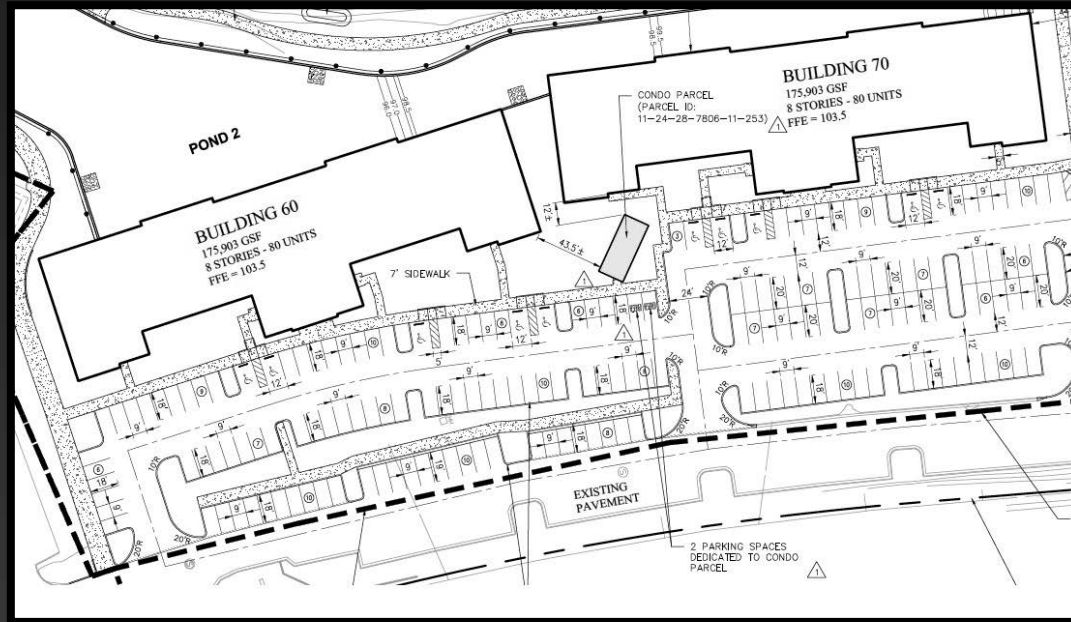
- The consistency issue was not properly addressed because of Westgate's misrepresentations
- CDR-16-06-207 was approved without re-examining consistency with the Comprehensive Plan in light of Mrs. Corredor's townhome and its status as an existing use

# Westgate's Development Plans

- Mr. Prinsell warned Westgate at the June 8, 2016, DRC meeting that if Westgate continued with construction while the issues with Mrs. Corredor's property remained unresolved, it did so at its own risk
- The DRC rescinded approval for CDR-15-06-167 on July 13, 2016, based upon Westgate's failure to obtain a demolition permit and misrepresentations to the County
- A stop work order was entered the following day
- Westgate immediately appealed, and the stop work order was lifted
- Construction resumed on July 18, 2016, and continues to this day

# Westgate's Development Plans

- CDR-16-06-207 was approved on the DRC's consent agenda on July 27, 2016, without any opportunity for Mrs. Corredor to object
- As reflected in CDR-16-06-207, Westgate plans to build, and is in fact building, two eight-story timeshare towers between Mrs. Corredor's townhome and Big Sand Lake



# Westgate Is Not Complying with Orange County's Requirements

- The BCC's finding of consistency with the Comprehensive Plan and approval of the substantial change application was subject to certain conditions, including a 25-foot setback from the property boundary



# Westgate Is Not Complying with Orange County's Requirements

The following material was presented to the Board prior to the close of the public hearing: Exhibit 1, from Jim Hall

Board discussion ensued. Deputy County Attorney Prinsell contributed to the discussion.

Motion/Second: Commissioners Boyd/Nelson

Absent: Commissioner Thompson

AYE (voice vote): All present members

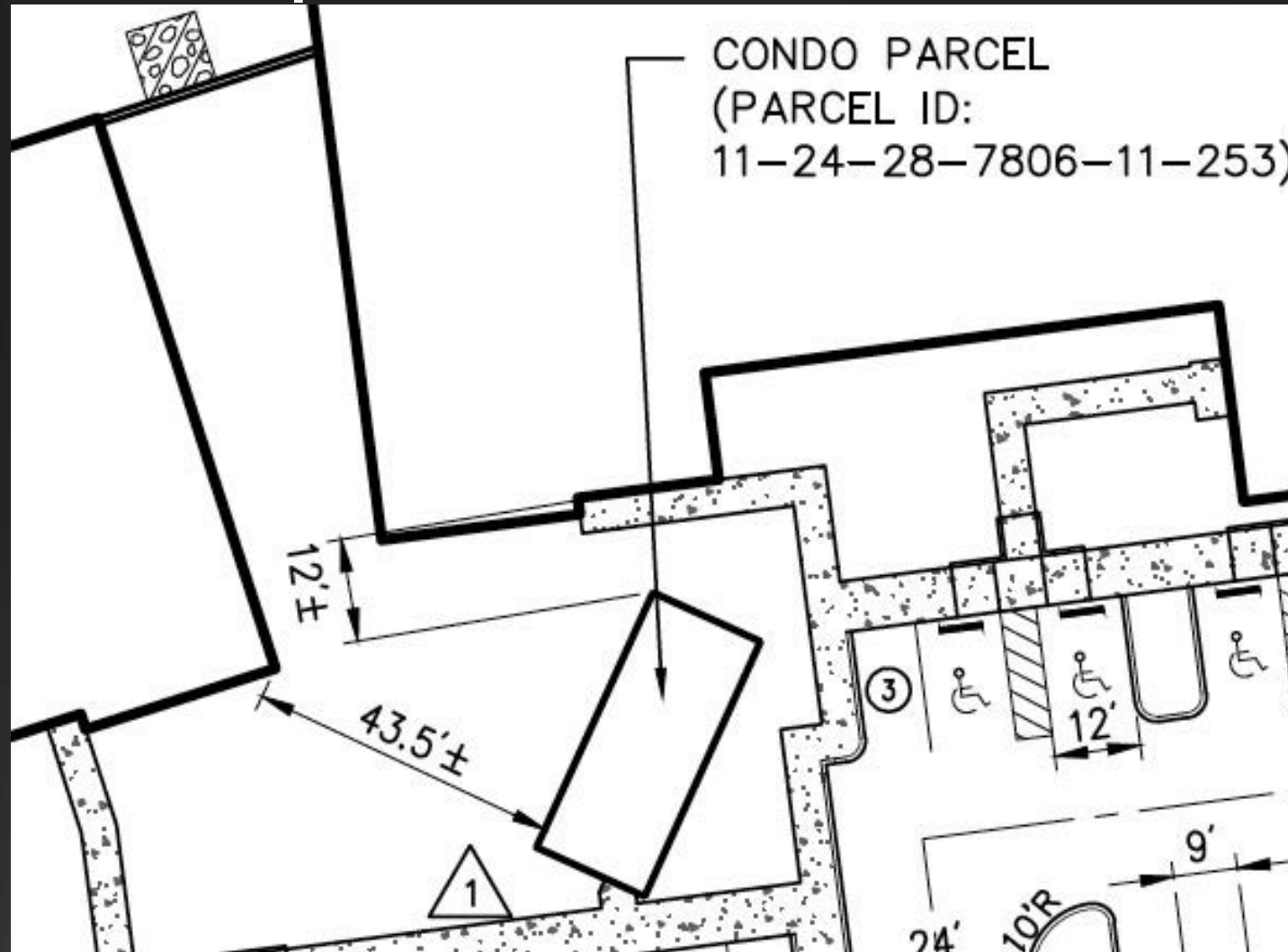
Action: The Board made a finding of consistency with the Comprehensive Plan; and further, approved the substantial change request by Erika Hughes, VHB, Inc., Sand Lake Resort Club Planned Development / Land Use Plan (PD/LUP), Case # CDR-15-09-264, to increase the maximum number of timeshare units from 1,261 to 1,368 (an increase of 107 units), and to add 10,000 square feet of commercial uses; which constitutes a substantial change to the development on the described property; subject to the following conditions:

- g. The minimum building setbacks shall be 50 feet from Sand Lake's normal high water elevation (95.5 feet) and 25 feet from property boundary.

# Westgate Is Not Complying with Orange County's Requirements

- The BCC's finding of consistency with the Comprehensive Plan was subject to certain conditions, including a 25-foot setback from the property boundary
- The (revised) Development Plan, CDR-16-06-207, provides for the construction of an eight-story, 80-unit timeshare building only 12 feet from Mrs. Corredor's property

# Westgate Is Not Complying with Orange County's Requirements



# Westgate Is Not Complying with Orange County's Requirements

- The BCC's finding of consistency with the Comprehensive Plan was subject to certain conditions, including a 25-foot setback from the property boundary
- The (revised) Development Plan, CDR-16-06-207, provides for the construction of an eight-story, 80-unit timeshare building only 12 feet from Mrs. Corredor's property
- Westgate is actually building much closer – at best, only a few feet from Mrs. Corredor's property

# Westgate Is Not Complying with Orange County's Requirements



# Westgate Is Not Complying with Orange County's Requirements

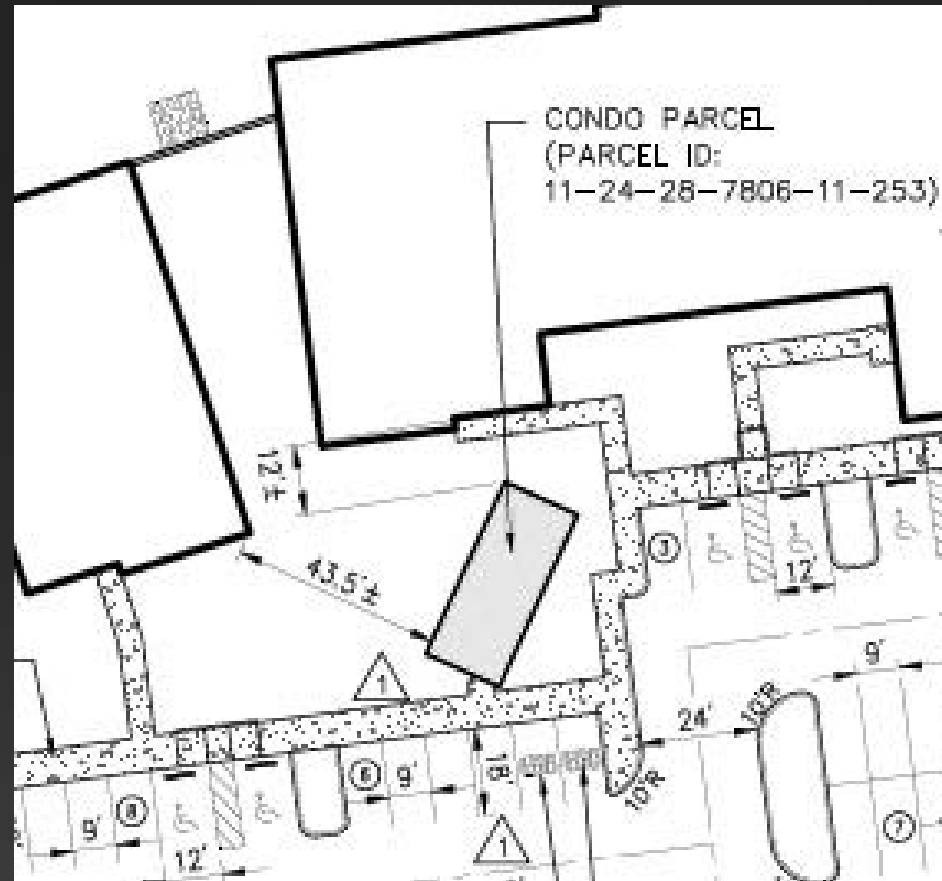


# Westgate's Construction Deprives Mrs. Corredor of Her Right to Access and View the Water



# Westgate's Construction Deprives Mrs. Corredor of Her Right to Access and View the Water

- Now she will only see wall or parking lot















# Westgate's Approved Development Plan is Not Compatible with Mrs. Corredor's Property and Therefore is Not Consistent with Orange County's Comprehensive Plan

- The removal of Mrs. Corredor's parcel from Westgate's development plan, creates an existing use that is surrounded by new and significantly more intense development
- Eight-story timeshares are not compatible with existing townhome
- Addition of commercial space is not compatible with townhome

# The Development Plan is Not Consistent with Condition 2 of the BCC's Approval of the Land Use Plan

- Condition 2 requires that the project comply “with any verbal or written promise made by [Westgate] to the Board of County Commissioners where such representation was relied on by the Board.”
- At the Feb. 9, 2016, BCC meeting, Westgate’s agent, Jim Hall of vhb, represented that “We are going to create a dialogue to talk to [the Corredors] to try to see if there is a price to buy it or how do we fix this.”
- Westgate failed to comply with this condition

# *Pinecrest Lakes, Inc. v. Shidel*

- Case from Martin County, involving similar situation
- Ten phase development
- Phases 1 – 9 were single family homes
- Developer obtained approval from County to build apartment buildings in final phase
- Homeowners in Phases 1 – 9 filed suit against the County and developer intervened
- The Court found that the apartment buildings were neither consistent nor compatible with the existing single family homes and therefore were not consistent with the Martin County Comprehensive Plan

# *Pinecrest Lakes, Inc. v. Shidel*

Pinecrest Lakes

Pinecrest  
Lakes





# *Pinecrest Lakes, Inc. v. Shidel*

- Appellate Court specifically found that consistency with the Comprehensive Plan is not a discretionary matter and that the Development Order is subject to strict scrutiny
- Appellate Court noted that developer proceeded with construction, despite knowing Shidel would seek demolition and despite being able to foresee that it might lose the case
- Appellate Court also stated that the statutory rule is that if you build it, and in court it later proves inconsistent, it will have to come down
- The apartment buildings were demolished

# Pinecrest Lakes



# Which is More Incompatible?



# Westgate's History of Ignoring the Rights of Homeowners in its Way and Ignoring Orange County's Requirements

- *Sand Lake Village Condominium Association, Inc. v. Central Florida Investments, Inc.*

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1 really created a real hardship for myself trying to keep my  
2 tenants with power and cable and services there.

3 Q. And on the next page, it outlines some of the  
4 issues relating to Phase 4, including the water issue; is  
5 that correct?

6 A. That's correct.

7 MR. MARKS: I would move to get Exhibit 9 in  
8 evidence.

9 MR. LOOS: I renew my objection as to relevancy. I  
10 mean, this case is about a breach of a settlement  
11 agreement pertaining to Phase 1 and 2.

12 THE COURT: What's the relevance of all this?

13 MR. MARKS: This goes to the swap, Your Honor, and  
14 that's all. To the extent they try and come in and  
15 argue the swap was some sort of good faith effort  
16 to sell the units, it wasn't. He was basically froze  
17 out of 4 and I'm going to get testimony they had  
18 bulldozers out there.

19 THE COURT: I'll let you go ahead with this.

20 MR. MARKS: So I'll move to get Exhibit 9 into  
21 evidence.

22 THE COURT: Which will be admitted as Plaintiff's  
23 Exhibit 7.

24 Q. Ultimately, sir, what occurred next relating to  
25 your unit you had in No. 4?

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1 A. The common ground of Phase 4 was in a horrendous  
2 condition. Overgrown, parking spaces were being used by  
3 Westgate's trucks or Westgate's equipment. It was very  
4 difficult to live in Phase 4. So my tenant was going -- it  
5 was hard to keep a tenant in that location. I went through a  
6 number of tenants in that area. And, ultimately, you know,  
7 one morning I got a phone call from my tenant telling me, you  
8 know, there is -- this whole area has been gated off and  
9 they're starting to tear down buildings here. And I quickly  
10 realized that I got to do something quick. I went to Orange  
11 County to see what's going on, why are they demolishing this  
12 condominium association without having acquired a hundred  
13 percent of it, and I went to go ask if they had pulled  
14 demolition permits. I found out that they had not pulled  
15 demolition permits, and that's when I approached, I believe  
16 it was Mark Waltrip and -- or, actually, it was Bob  
17 Normington, and then he approached Mark Waltrip regarding  
18 that issue.

19 Q. And, ultimately, sir, you agreed to a swap of your  
20 unit in Phase 4 for three units in Phase 1; is that correct,  
21 or --

22 A. That is correct. I do want to point out that it  
23 was -- I took the swap because I had to. I had no other  
24 option. You know, the area, quote, that was being used was  
25 being rotting out, so there wasn't exactly great maintenance

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1 being done to that area, and the intermittent problems that  
2 we had, or the failure that we had with infrastructure  
3 utilities made it very difficult to keep that property  
4 rented.

5 Q. Do you remember the time period that occurred in,  
6 sir?

7 A. That was in -- I believe it was 2006 that we did  
8 that, the trade.

9 Q. Towards the end of 2006?

10 A. Yeah. Towards the end, I believe  
11 was November.

12 Q. Besides those three units in Phase  
13 swapped for your unit in Phase 4, do you  
14 of CFI ever selling or transferring any of  
15 owned in Phase 1 and 2?

16 A. I'm not aware of it.

17 Q. Did you see at anytime any listing  
18 show those units were being marketed, sir?

19 A. No.

20 Q. Did CFI ever provide you any ex-  
21 weren't attempting to sell those units, sir?

22 A. No, they didn't.

23 Q. Why is it important to you and the  
24 CFI to no longer have an ownership of CFI  
25 Phase 1 and 2? Why is that important to

1 MR. LOOS: Objection as to relevancy.  
2 THE COURT: Overruled.

3 Q. Go ahead.

4 A. It's important to the Board and to I  
5 that CFI complies with the settlement agree-  
6 that we have difficulties with financing and  
7 they're acquiring.

8 MR. LOOS: Objection to hearsay.  
9 THE COURT: Sustained.

10 MR. LOOS: Move to strike the last  
11 answer.

12 THE COURT: Lack of foundation,  
13 Q. You certainly have concerns as an  
14 board member with issues relating to having  
15 remaining; is that correct, sir?

16 A. Yes, I do.

17 Q. Do you have concern with how the  
18 when they've been in the 27 units? What  
19 A. I do have concerns, yes.

20 Q. What are those concerns, sir?

21 A. Those concerns go back to our concerns  
22 for what intended purposes are the condos  
23 the condominiums, the units that we were  
24 that I was seeing in Phases 1 and 2 were being  
25 storage and commercial offices.

6 number of tenants in that area. And, ultimately, you know,  
7 one morning I get a phone call from my tenant telling me, you  
8 know, there is -- this whole area has been gated off and  
9 they're starting to tear down buildings here. And I quickly  
10 realized that I got to do something quick. I went to Orange  
11 County to see what's going on, why are they demolishing this  
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16 it was Mark Waltrip and -- or, actually, it was Bob  
17 Normington, and then he approached Mark Waltrip regarding  
18 that issue.

IN THE CIRCUIT COURT OF THE NINTH  
JUDICIAL CIRCUIT, IN AND FOR ORANGE  
COUNTY, FLORIDA

CASE NO.: 07-CA- 13284 (Div. 39)

SAND LAKE VILLAGE CONDOMINIUM  
ASSOCIATION, INC., a Florida  
Not-for-Profit corporation,  
Plaintiff,

vs.

CENTRAL FLORIDA INVESTMENTS, INC.  
a Florida corporation,  
Defendant.

---

**FINAL JUDGMENT IN FAVOR OF PLAINTIFFS**

This matter was tried before the Court on July 30 through July 23, 2009. At the conclusion of the presentation of the evidence, the Court took a recess to consider notes taken during that presentation. After that break, the Court announced its findings of fact and tentative conclusions of law. The parties agreed they would submit the Closing Arguments and Proposed Final Judgments in writing to the Court, and the Court would enter a Final Judgment after receipt and review of those pleadings. The Court has now reviewed the parties' arguments, the case law attached and rules as follows.

**I. INTRODUCTION**

1. Plaintiff, Sand Lake Village Condominium Association, Inc. ("Sand Lake"), and Defendant, Central Florida Investments, Inc. ("CFI"), entered into a Settlement Agreement ("Agreement") on November 15, 2004, to resolve various arbitration, litigation, and administrative actions pending between the parties.

IN THE CIRCUIT COURT OF THE NINTH  
JUDICIAL CIRCUIT, IN AND FOR ORANGE  
COUNTY, FLORIDA

CASE NO.: 07-CA- 13284 (Div. 39)

SAND LAKE VILLAGE CONDOMINIUM  
ASSOCIATION, INC., a Florida  
Not-for-Profit corporation,  
Plaintiff,

vs.

CENTRAL FLORIDA INVESTMENTS, INC.  
a Florida corporation,  
Defendant.

2 . The Court found Defendant had breached the Settlement Agreement in nearly every

respect.

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IN THE CIRCUIT COURT OF THE NINTH  
JUDICIAL CIRCUIT, IN AND FOR ORANGE  
COUNTY, FLORIDA

CASE NO.: 07-CA- 13284 (Div. 39)

SAND LAKE VILLAGE CONDOMINIUM  
ASSOCIATION, INC., a Florida  
Not-for-Profit corporation,  
Plaintiff,

vs.

CENTRAL FLORIDA INVESTMENTS, INC.  
a Florida corporation,  
Defendant.

**FINAL JUDGMENT IN FAVOR OF PL**

This matter was tried before the Court on July 30 through conclusion of the presentation of the evidence, the Court took a re taken during that presentation. After that break, the Court announ tentative conclusions of law. The parties agreed they would subm and Proposed Final Judgments in writing to the Court, and the Co Judgment after receipt and review of those pleadings. The Court h parties' arguments, the case law attached and rules as follows.

**I. INTRODUCTION**

1. Plaintiff, Sand Lake Village Condominium Association Defendant, Central Florida Investments, Inc. ("CFI"), entered into a ("Agreement") on November 15, 2004, to resolve various arbitrati administrative actions pending between the parties.

2 . The Court found Defendant had breached the Settlement Agreement in nearly every

respect.

As to the third requirement, this was the proverbial Daniel versus Goliath battle.

Plaintiff is an association representing a small group of homeowners occupying two buildings in a development which was originally one very large development. Except for the two buildings Plaintiff retains, the many other remaining buildings are used by Defendants, who operate one of the largest time-share businesses in the entire country. Plaintiff spent literally years attempting to gain compliance with the Agreement's very basic requirements with no success. All of the equities lie with Plaintiffs. Moreover, all of Defendants' defenses - inadequate staff to perform repairs, a poor market in which to sell units - are problems of Defendants' own creation. There was not a shred of proof to support Defendants' defenses of laches or unclean hands.



# Appeal of DRC Approval of CDR-16-06-207

1. Grant appeal and overturn DRC's approval of (revised) Development Plan for Sand Lake Resort Club PD/Westgate Lakes Resort Phase 5B.
2. Order construction to stop, so that Orange County can properly analyze the consistency of CDR-16-06-207 with the Orange County Comprehensive Plan and with Mrs. Corredor's townhome as an existing use.

