

Marchena & Graham, P.A.

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

CASE NO. 2016-CA-009999-O

**WINDERMERE COUNTRY CLUB, LLC,
A Florida limited liability company,**

Petitioner,

v.

**ORANGE COUNTY, FLORIDA,
a charter county and a political
subdivision of the State of Florida, and
the BOARD OF COUNTY
COMMISSIONERS OF ORANGE
COUNTY, FLORIDA,**

Respondents.

Filed Appendix

Volume I of II

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Respondents.

**APPENDIX TO PETITION FOR WRIT OF MANDAMUS AND,
IN THE ALTERNATIVE, FOR WRIT OF CERTIORARI**

Appendix #	Document	Bate Stamp #
1.	August 18, 2015 Letter of Transmittal by Poulos and Bennett, to Orange County, including the following attachments:	
1.A.	A. August 18, 2015 Original Agent Authorization Form	000001
1.B.	B. August 18, 2015 Planning and Zoning (P&Z) Application for rezoning-pages 3 & 4 with original signatures	000002-000003
1.C.	C. August 18, 2015 Orange County Specific Project Expenditure Report with original signature and notarization	000004-000008
1.D.	D. August 18, 2015 Relationship Disclosure Form with original signature and notarization	000009-000011

2.	August 19, 2015 Letter of Transmittal by Poulos and Bennett, to Orange County, including the following attachments:	000015-000016
2.A.	A. The Orange County Development Review Committee (DRC) Application	000017
2.B.	B. P&Z Application for Rezoning with supporting documents and fee B(1) Agent Authorization Form B(2) Legal Description B(3) Relationship Disclosure Form B(4) Orange County Specific Project Expenditure Report B(5) May 2, 2011 Special Warranty Deed between SPE GO Holdings, Inc., and Windermere Country Club LLC	000018-000047
2.C.	C. August 17, 2015 Land Use Plan (LUP) for Lake Butler Bay Cluster Development Plan	000048-000051
3.	October 21, 2015 DRC Meeting Summary Report for RZ-15-10-038.	000052-000063
4.	November 10, 2015 Letter of Transmittal by Poulos and Bennett, LLC, to Steven Thorpe at the Orange County Planning Division, including the following attachments:	000064
4.A.	A. November 10, 2015 Submittal Letter of revised Butler Bay Cluster Plan	000065
4.B.	B. November 10, 2015 Lake Butler Bay Cluster Development Plan	000066-000069
4.C.	C. Land Title and Boundary Location Survey of Windermere Golf and Country Club	000070-000072
5.	November 19, 2015 PZC meeting Power Point Presentation by Paul Chipok, in Support of Modification to Existing R-CE-C Zoning, including the following attachment:	000073-000087

6.	November 19, 2015 PZC Index to Documents offered by Paul Chipok in Support of WCC request to Amend R-CE-C Cluster Plan, including the following attachments:	000088-000321
6.A.	Tab 1 - November 15, 2015 Property Owner Statement from Bryan DeCunha to Mayor Jacobs and the Board of County Commissioners	
6.B.	Tab 2 - November 16, 2015 Email from Yog Melwani (Align CRE) to Paul Chipok regarding Golf Now - Reviews of Windermere Country Club.	
6.C.	Tab 3 - November 19, 2015 PZC Rezoning Hearing Staff Report	
6.D.	Tab 4 - September 2, 2015 Letter from Paul Chipok to Kurt Ardaman to inform the Windermere Country Club Homeowners Association of the application to amend the R-CE-C zoning filed on August 19, 2015. Including the following attachments:	
6.D.1.	1. August 17, 2015 Land Use Plan for Lake Butler Bay Cluster Development Plan by Poulos & Bennett.	
6.E.	Tab 5 - October 9, 2015 Letter from Paul Chipok to Kurt Ardaman, regarding the Windermere Country Club closing date on April 18, 2016.	
6.F.	Tab 6 - November 6, 2015 Planning Analysis for Windermere Country Club Butler Bay Cluster Plan (RZ -15-10-038), prepared by Kendell Keith at the Planning Design Group, LLC	
6.G.	Tab 7 - October 16, 2015 Email from Jamie Poulos to Paul Chipok regarding the Lake Pickett Cluster Plan Rezoning Package.	
6.H.	Tab 8 - November 17, 2015 Memorandum from Paul Chipok to Mayor Jacobs and the Board of County Commissioners regarding the Windermere Country Club, Designation as Golf Course, Not Open Space. Including the following attachments:	

6.H.i.	A. February 25, 1985 Board of County Commissioner meeting minutes discussing the February 21, 1985 Planning and Zoning Commission Rec. 2/21/85 regarding the Butler Bay Cluster	
6.H.ii.	B. November 18, 1985 Board of County Commissioner's meeting minutes regarding the public hearing on the Preliminary Subdivision Plan for Butler Bay.	
6.H.iii.	C. February 24, 1986 Developer's Agreement, recorded on March 6, 1986, Orange County Public Records 3757, Page 1536.	
(See 14.B.vi.)	D. July 21, 1986 Replat of Butler Bay - Unit Three, Plat Book 18, Page 4.	
6.H.iv.	E. July 21, 1986 Resolution Vacating and Annuling Plat for "Butler Bay - Unit Two" as recorded in Orange County Public Records 3808, Page 2058	
6.H.v.	F. April 2, 1990 Replat Lots 8, 9, 10 of Butler Bay - Unit Three, Plat Book 25, Page 116	
6.H.vi.	G. April 2, 1990 Resolution Vacating and Annuling Plat for lots 8, 9, and 10, Butler Bay - Unit Three as recorded in the Public Records of Orange County 4173, Page 3662.	
6.H.vii.	H. Orange County, Florida Code of Ordinances (2015), Chapter 34 - Subdivision Regulations, Sec. 34-70, Action by the Board of County Commissioners.	
6.H.viii.	I. Orange County, Florida Code of Ordinances (2015), Chapter 34 - Subdivision Regulations, Sec. 34-74, Amendment to preliminary subdivision plat.	
6.H.ix.	J. Orange County, Florida Code of Ordinances (2015), Chapter 34 -	

	Subdivision Regulations, Sec. 34-155, Public sites and open spaces.	
6.H.x.	K. July 28, 1986 Declaration of Covenants, Conditions and Restrictions for Butler Bay - Unit Three, entered into and signed by Windermere Lakes, Ltd., Lake Butler Estates, Ltd., Borg Warner Mortgages, and Barnett Bank of Central Florida, Orange County Public Records 3808, Page 1478.	
6.H.xi.	L. July 21, 1986 Developer's Agreement entered into and signed by Orange County, Windermere Lakes, Ltd., and Lake Butler Estates, Ltd., recorded on July 28, 1986, Orange County Public Records 3808, Page 1466.	
6.H.xii.	M. Orange County, Florida Code of Ordinances (2015), Chapter 38 Zoning, Sec. 38-556, Site and building standards	
6.H.xiii.	N. Orange County, Florida Code of Ordinances (2015), Chapter 38 – Zoning, Sec. 38-557, Common open space	
6.H.xiv.	O. Orange County, Florida Code of Ordinances (2015), Ch. 24 – Landscaping, Buffering, and Open Space, Sec. 24-9, Planned Developments	
6.H.xv.	P. Orange County, Florida Code of Ordinances (2015), Ch. 24 – Landscaping, Buffering, and Open Space, Sec. 24-26, Definitions	
6.H.xvi.	Q. Orange County, Florida Code of Ordinances (2015), Ch. 24 - Landscaping, Buffering, and Open Space, Sec. 24-30, Open space design guidelines	
6.I.	Tab 9 - November 18, 2015 Email from Jamie Poulos to Paul Chipok regarding open space calculations.	

6.J.	Tab 10 - September 30, 2015 Conceptual Site Plan of the Windermere Country Club by Poulos & Bennett.	
6.K.	Tab 11 - September 2015 Traffic Concurrency Analysis for Windermere Golf Property by VHB	
6.L.	Tab 12 - November 19, 2015 Orange County PZC Rezoning Hearing Staff Report	
6.M.	Tab 13 - Orange County, FL Code of Ordinances (2015), Chapter 34 – Subdivision Regulations, Sec. 34-209, Roadway screen walls.	
6.N.	Tab 14 - December 29, 1988 Grant of Easement for Ingress, Egress and Utilities, signed by Butler Bay Association, Inc., for the benefit of Florida Country Clubs Inc.	
7.	June 16, 2016 Letter from Bryan DeCunha to Francisco Villar at the Orange County Development Engineering Division, in response to comments received by the County on during a meeting relating to the Petition to Vacate. Including the following:	000322-000421
7.A.	1. July 21, 1986 Replat of Butler Bay – Unit Three, Plat Book 18, Page 4, and April 2, 1990. Replat Lots 8, 9, 10 of Butler Bay – Unit Three, Plat Book 25, Page 116	
7.B.	2. March 28, 2016 Memorandum in Support of WCC's PTV: Property Referenced as Golf Course, Not Common Open Space. (Attachment B)	
7.C.	3. Published legal notice of hearing (Attachment C)	
7.D.	4. Certificates of state and county tax payment records by Windermere Country Club, LLC., as property owner of the subject property to be vacated. (Attachment D)	
7.E.	5. Notice of Petition to Vacate Public Hearing posted on subject property.	
8.	July 18, 2016 Memorandum from Truong M. Nguyen to Mayor Jacobs and the Board of County Commissioners	000422-000426

	<p>regarding Support of Windermere Country Club Petition to Vacate; Property Referenced as Golf Course, Not Common Open Space. Including the following attachments:</p>	
(See 6.H.i.)	Tab A - February 21, 1985 Planning and Zoning Commission meeting minutes	
(See 6.H.i.)	Tab B - February 25, 1985 Board of County Commission meeting minutes	
(See 6.H.ii.)	Tab C - November 18, 1985 Board of County Commission meeting, reviewing the Butler Bay – Unit Three Preliminary Subdivision Plan	
(See 6.H.iii.)	Tab D - February 24, 1986 Developer's Agreement, recorded on March 6, 1986, Orange County Public Record 3757, Page 1536.	
(See 14.B.vi.)	Tab E - July 21, 1986 Replat of Butler Bay – Unit Three, Plat Book 18, Page 4.	
(See 6.H.iv.)	Tab F - July 21, 1986 Resolution Vacating and Annulling Plat for “Butler Bay - Unit Two” as recorded in Orange County Public Records 3808, Page 2058.	
(See 6.H.v.)	Tab G - April 2, 1990 Replat Lots 8, 9, 10 of Butler Bay – Unit Three, Plat Book 25, Page 116	
(See 6.H.vi.)	Tab H - April 2, 1990 Resolution Vacating and Annulling Plat for lots 8, 9, and 10, Butler Bay - Unit Three as recorded in the Public Records of Orange County 4173, Page 3662.	
(See 6.H.iii.)	Tab I - February 24, 1986 Developer's Agreement, recorded on March 6, 1986, Orange County Public Record 3757, Page 1536.	
(See 6.H.ix.)	Tab J – Orange County, Florida Code of Ordinances (2016), Sec. 34-155, Public sites and Open Spaces.	
(See 6.H.x.)	Tab K - July 28, 1986 Declaration of Covenants, Conditions and Restrictions for Butler Bay - Unit Three, entered into and signed by Windermere Lakes, Ltd., Lake Butler Estates, Ltd., Borg Warner Mortgages, and Barnett Bank of Central Florida, Orange County Public Records 3808, Page 1478.	

(See 6.H.xi.)	Tab L - July 21, 1986 Developer's Agreement entered into and signed by Orange County, Windermere Lakes, Ltd., and Lake Butler Estates, Ltd., recorded on July 28, 1986, Orange County Public Records 3808, Page 1466.	
(See 6.H.xii.)	Tab M - Orange County, Florida Code of Ordinances (2016), Sec. 38-556, Site and building standards	
(See 6.H.xiii.)	Tab N - Orange County, Florida Code of Ordinances (2016), Sec. 38-557, Common open space	
(See 6.H.xiv.)	Tab O - Orange County, Florida Code of Ordinances, Sec. 24-29 (2016), Open space requirements	
(See 6.H.xv.)	Tab P -. Orange County, Florida Code of Ordinances (2016), Sec. 24-26, Definitions	
8.A.	Tab Q - Orange County, Florida Code of Ordinances (2016), Sec. 24-27, Legislative findings	000427
8.B.	Tab R - Orange County, Florida Code of Ordinances (2016), Sec. 24-28, Applicability	000428
(See 6.H.xvi.)	Tab S - Orange County, Florida Code of Ordinances (2016), Sec. 24-30, Open space design guidelines	
8.C.	Tab T - Butler Bay Cluster Plan Gross Open Space Chart by Poulos & Bennett based on the proposed revision to Tract A	000429
8.D.	Tab U - November 24, 2015 Total Butler Bay Cluster Plan Open Space Chart after redevelopment of Tract A	000430
9.	September 1, 2016 Orange County Memorandum advising of the Request for Public Hearing for the Windermere Country Club Plat Vacation, made by Bryan DeCunha on behalf of Windermere Country Club, LLC.	000431-000440
10.	October 6, 2016 Orange County Property Appraiser Map for Tract Windermere Country Club	000441

11.	October 18, 2016 Orange County Notice of Public Hearing regarding the Windermere Country Club Plat Vacation	000442
12.	October 18, 2016 Transcript of Orange County Board of County Commissioners meeting.	000443-000469
13.	October 18, 2016 Staff Report from Joseph Kunkel to Mayor Jacobs and the Board of County Commissioners recommending denial of the Windermere Country Club Plat Vacation	000470-000473
14.	October 18, 2016 Documents offered by Kurt Ardaman at the October 18, 2016 Board of County Commissioners Plat Vacation Hearing	
14.A.	1. Power Point Presentation by Kurt Ardaman to the Board of County Commissioners in Opposition to the Windermere Country Club Petition to Vacate	000474-000496
14.B.	2. July 22, 2016 Windermere Homeowner's Association (HOA) Memorandum in Opposition to the Windermere Country Club Petition to Vacate, by Kurt Ardaman. Including the following:	000497-000505
14.B.i.	Exhibit "A": February 21, 1985 Cluster approval by the PZC and February 25, 1985 BCC meeting minutes.	000506-000508
14.B.ii.	Exhibit "B": February 8, 1985 Butler Bay Cluster Development Plan.	000509
14.B.iii.	Exhibit "C": November 18, 1985 BCC meeting minutes approving the preliminary site plan.	000510-000515
14.B.iv.	Exhibit "D": Golf course special exception approvals by BZA (2-2-89, 6-1-89) requested by Florida Country Clubs, Inc.	000516-000520
14.B.v.	Exhibit "E": February 24, 1986 Developer's Agreement, recorded on March 6, 1986, Orange County Public Record 3757, Page 1536.	000521-000529
14.B.vi.	Exhibit "F": July 21, 1986 Replat of Butler Bay-Unit Three, Plat Book 18, Page 4.	000530-000535

14.B.vii.a.	<p>Exhibit "G": Two Warranty Deeds conveying Tract "A" to Newcourse (8-26-86, 8-28-86). Replacing the Deeds to the May 8, 1985 Agreement and Consent Relating to Construction of Golf Course, as Exhibit "E". Including the following:</p> <p>G(1). August 26, 1986 Warranty Deed, conveyed and signed by Windermere Lakes Ltd., to Newcourse Development, Inc., for Parcel 4, 5, 6 and 7, stating the "Warranties contained in this Deed are effective as of May 8, 1985." Includes the following attachments:</p> <p>G(1)(a) Exhibit "A": Legal Description</p> <p>G(1)(b) Exhibit "B": Permitted Exceptions</p> <p>G(1)(c) Exhibit "C": Right of Reverter</p>	000536-000545
14.B.vii.b.	<p>G(2). August 28, 1986 Warranty Deed conveyed and signed by Butler Bay Estates, Ltd., to Newcourse Development, Inc., and regarding the balance of golf course property owned by Lake Butler Estates (Parcels 1, 2, and 3). Including the following:</p> <p>G(2)(a) Exhibit "A": Legal Description</p> <p>G(2)(b) Exhibit "B": Permitted Exceptions</p> <p>G(2)(c) Exhibit "C": Right of Reverter</p>	000546-000555
14.B.viii.	<p>Exhibit "H": May 8, 1985 Agreement and Consent Relating to Construction of Golf Course, entered into and signed by</p>	000556-000572

	Lake Butler Estates, Ltd., Windermere Lakes, Ltd., Barnett Bank of Central Florida, Borg Warner Mortgage, and Newcourse Development, Inc., recorded on June 13, 1985. Including the following attachments:	
14.B.viii.a.	Exhibits "A": Legal Descriptions for the golf course property (Lots 4 - 7)	000573-000576
14.B.viii.b.	Exhibits "B": Legal Descriptions for the golf course property (Lots 1 - 3)	000577-000578
14.B.viii.c.	Exhibits "C": Legal Descriptions for the golf course property owned by Windermere Lakes Ltd	000579-000580
14.B.viii.d.	Exhibits "D": Existing Mortgages	000581
14.B.viii.e.	Exhibit "E": Unsigned Warranty Deeds conveying Tract "A" to Newcourse (8-26-86, 8-28-86).	000582-000595
14.B.viii.f.	Exhibit "F": Permitted encumbrances	000596
14.B.viii.g.	Exhibit "G": May 1985 Escrow Agreement signed by Lake Butler Estates, Ltd., Windermere Lakes, Ltd., Barnett Bank of Central Florida, Borg Warner Mortgage, and Newcourse Development regarding completion of the golf course.	000597-000703
14.B.viii.h.	Exhibit "H": February 25, 1985 Board of County Commissioner meeting minutes discussing the February 21, 1985 Planning and Zoning Commission Rec. 2/21/85 regarding the Butler Bay Cluster	000704-000706
14.B.viii.i.	Exhibit "I": Schedule for Construction of Subdivision	000707

	Improvements, O.R. 3653, Page 1754.	
14.B.viii.j.	Exhibit "J": Covenants and Restrictions referred to by the Agreement and Consent Relating to Construction of Golf Course	000708
14.B.viii.k.	Exhibit "K": Site Plan	000709
	Exhibit "T": Orange County, Florida Code of Ordinance provisions:	
14.B.ix.a.	Part 1: Art. XXXVI, Planning & Zoning Resolution (cluster district)) (Approved Co. Comm., 11-1-82)	000710-000723
14.B.ix.b.	Part 2: Art. III, Sec. 4(b), Planning & Zoning Resolution (restrictive rezoning) (Approved Co. Comm., 6-24-80)	000724-000726
14.B.ix.c.	Part 3: Ord. No. 1991-29 (Approved Co. Comm., 12-10-91), Orange County, Florida Code of Ordinances (amending Sec. 34-155, Private Open Spaces)	000727-000730
14.B.ix.d.	Part 4: Orange County, Florida Code of Ordinances, Sec. 24-26 (common open space) (Approved Co. Comm., 12-15-92, Ord. No. 92-42)	000731-000732
14.C.	3. October 5, 2016 Supplement to HOA Memorandum in Opposition of Petition to Vacate by Kurt Ardaman. Including the following:	000733-000736
14.C.i.	Exhibit "A": July 28, 1986 Declaration of Covenants, Conditions and Restrictions for Butler Bay - Unit Three, entered into and signed by Windermere Lakes, Ltd., Lake Butler Estates, Ltd., Borg Warner Mortgages, and Barnett Bank of Central Florida.	000737-000760

14.C.ii.	Exhibit "B": February 25, 2011, Amended and Restated Declaration of Covenants Conditions and Restrictions for Windermere Club Homeowners Association, entered into and signed by Windermere Club Homeowners Association, Inc., f/k/a Butler Bay Units Two and Three Homeowners Association, Inc., on August 6, 2010	000761-000792
14.D.	4. July 29, 2016 Study of the Effect of Open Space on Residential Values, by Calhoun, Dreggors, and Associates, Inc., for the Windermere Country Club HOA. Including the following attachments:	000793-000807
14.D.i.	A. February 24, 1986 Developer's Agreement, recorded on March 6, 1986, Orange County Public Record 3757, Page 1536.	000808-000817
14.D.ii.	B. July 21, 1986 Replat of Butler Bay – Unit Three, Plat Book 18, Page 4, and April 2, 1990 Replat Lots 8, 9, 10 of Butler Bay – Unit Three, Plat Book 25, Page 116	000818-000827
14.D.iii.	C. May 1988 Windermere Country Club Lot Reservation Agreement and Contract for Sale and Purchase, entered into by Westo Development, Inc., (Seller) and Knuth Construction Co., Inc., (Purchaser) and Emerson Realty Group, Inc., (Broker) for 10 Lots (Lots 4-8, 18-94, 101-122 of Butler Bay Unit Three).	000828-000849
14.D.iv.	D. Published Open Space Studies – (The Effect of Open Space on Residential Property Values in Wake County, NC by Katherine Kenyon Henderson, 2006; The value of views and open space: estimates from a hedonic pricing model for Ramsey County, Minnesota, USA by Heather A. Sander and Stephen Polasky, Land Use Policy (2009) 837-845.)	000850-000927

14.D.v.	E. November 19, 2015 Hearing Rezoning Staff Report for the Planning and Zoning Commission	000928-000949
14.D.vi.	F. Qualifications and Background of by Calhoun, Dreggors, and Associates, Inc.	000950-000952
	5. 1989 Marketing Materials for Windermere Country Club by Developer, Emerson Realty Group, Inc., submitted into the record at the October 18, 2016 Petition to Vacate Hearing, including:	
14.E.i.	A. New Community Information Sheet July – August, 1989	000953-000954
14.E.ii.	B. List of Available Lots	000955-000957
14.E.iii.	C. Letter to Prospective Members, January 2, 1989, regarding membership categories and benefits of membership to Windermere Country Club	000958-000962
14.F.	6. July 13, 2016 Windermere Country Club Discovery Session Report by Hampton Golf, Inc., for Windermere Club Homeowners Association, Inc.	000963-001006
15.	August 1985 Butler Bay Preliminary Subdivision Plan (PSP) for phases 1-4	001007-001022
16.	November 9, 2016 Board of County Commissioner's Decision Letter denying the Windermere Country Club Petition to Vacate	001023-001024
17.	November 18, 2016, Public Records Request from Christopher Wilson to J. Prinsell at the Orange County Attorney's Office re: Rezoning Application Case No. RZ-15-10-038 and Petition to Vacate Case No. 16-060	001025-001027
18.	November 23, 2016, Orange County Public Records Request Confirmation, from J. Prinsell to Christopher Wilson, Request # 1314842.	001028-001029
19.	Section 177.101, <u>Fla. Stat.</u>	001030-001033

DATED: December 9, 2016.

/s/ Keith A. Graham

Keith A. Graham

Florida Bar No. 0705314

Marchena and Graham, P.A.

976 Lake Baldwin Lane, Suite 101

Orlando, Florida 32814

Email: kgraham@mgfirm.com

mcatalano@mgfirm.com

Telephone No.: (407) 658-8566

Facsimile No.: (407) 281-8564

Attorneys for Windermere Country

Club, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been electronically filed with the Orange County Clerk of Court using the Florida E-Filing Portal System this 9th day of December, 2016, and, accordingly, a copy is being served via the E-Filing Portal System and electronic means to: Joel Prinsell, Esquire, joel.prinsell@ocfl.net, Orange County Attorney, 201 S. Rosalind Avenue, 3rd Floor, Orlando, FL 32801-3527.

/s/ Keith A. Graham

Keith A. Graham

Florida Bar No. 0705314

Marchena and Graham, P.A.

976 Lake Baldwin Lane, Suite 101

Orlando, Florida 32814

Email: kgraham@mgfirm.com

mcatalano@mgfirm.com

Telephone No.: (407) 658-8566

Facsimile No.: (407) 281-8564

Attorneys for Windermere Country

Club, LLC

Appendix 1.

Appendix 1.A.

LETTER OF TRANSMITTAL

To: Lisette Egipciaco
Development Coordinator
Orange County Planning Division
201 S. Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Date: August 19, 2015
Re: Original Documents for
Windermere Country Club
Project No.: 15-101

The documents below are being sent via: Courier

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Applications | <input type="checkbox"/> Plans | <input type="checkbox"/> Specifications | <input type="checkbox"/> Floppy/ZIP/CD |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Prints | <input type="checkbox"/> Invoice | <input type="checkbox"/> FYI |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Request | <input checked="" type="checkbox"/> Other-Original documents |

Quantities	Dated	Description
1	8/18/15	Original-Agent Authorization Form
1	8/18/15	P&Z Application for rezoning-pages 3 & 4 w/original signatures
1	8/18/15	Orange County Specific Project Expenditure Report w/original signature and notarization
1	8/18/15	Relationship Disclosure Form -w/original signature and notarization

These are transmitted as checked below:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved As Noted | <input checked="" type="checkbox"/> For Review | <input type="checkbox"/> For Your File |
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Approved As Is | <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Other |

Remarks:

Please find attached the original documents for the initial rezoning application submitted on 8/18/15. Please contact us if you have any questions or require further information at this time.

Copies to: FILE

SIGNED


Tandy Mercado

POULOS & BENNETT

Appendix 1.B.

LETTER OF TRANSMITTAL

To: Lisette Egipciaco
Development Coordinator
Orange County Planning Division
201 S. Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Date: August 19, 2015
Re: Original Documents for
Windermere Country Club
Project No.: 15-101

The documents below are being sent via: Courier

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Applications | <input type="checkbox"/> Plans | <input type="checkbox"/> Specifications | <input type="checkbox"/> Floppy/ZIP/CD |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Prints | <input type="checkbox"/> Invoice | <input type="checkbox"/> FYI |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Request | <input checked="" type="checkbox"/> Other-Original documents |

Quantities	Dated	Description
1	8/18/15	Original-Agent Authorization Form
1	8/18/15	P&Z Application for rezoning-pages 3 & 4 w/original signatures
1	8/18/15	Orange County Specific Project Expenditure Report w/original signature and notarization
1	8/18/15	Relationship Disclosure Form -w/original signature and notarization

These are transmitted as checked below:

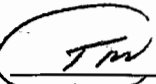
- | | | | |
|--|--|--|--|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved As Noted | <input checked="" type="checkbox"/> For Review | <input type="checkbox"/> For Your File |
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Approved As Is | <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Other |

Remarks:

Please find attached the original documents for the initial rezoning application submitted on 8/18/15. Please contact us if you have any questions or require further information at this time.

Copies to: FILE

SIGNED


Trudy Mercado

POULOS & BENNETT

Print Form

AGENT AUTHORIZATION FORM



FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA

(WE, (PRINT PROPERTY OWNER NAME) Windermere Country Club, LLC., AS THE OWNER(S) OF THE
REAL PROPERTY DESCRIBED AS FOLLOWS, Tax ID# 01-23-27-1108-00-001 #01-23-27-1117-00-001, DO
HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), Poulos & Bennett, LLC. c/o Jamie Poulos, P.E.,
TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED
AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Rezone from RCE-C to RCE-C, AND TO
APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS
APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: August 18/2015 [Signature]
Signature of Property Owner

Bryan De Cunha
Print Name Property Owner

Date: _____
Signature of Property Owner

Print Name Property Owner

STATE OF FLORIDA :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this 18 day of Aug
2015 by BRYAN DE CUNHA. He/she is personally known to me or has produced
DRIVER LIC as identification and did/did not take an oath.
021210234 90129

Witness my hand and official seal in the county and state stated above on the 18 day of
Aug, in the year 2015.

CHRISTOPHER C. BREEN
BARRISTER & SOLICITOR
(Notary Seal) 1100 SAN JUAN STREET
BURLINGTON, ONT. L7N 3G5
TEL 905-634-1828
FAX 905-634-9630

[Signature]
Signature of Notary Public
Notary Public for the State of Florida 021210234
My Commission Expires: FOR OK 5

Legal Description(s) or Parcel Identification Number(s) are required:
PARCEL ID #: 01-23-27-1108-00-001 and 01-23-27-1117-00-001
LEGAL DESCRIPTION:
See Attached

Appendix 1.C.



**ORANGE COUNTY PLANNING AND ZONING COMMISSION (PZC)
APPLICATION FOR REZONING, PLANNED DEVELOPMENT (PD), LAND USE
PLAN AMENDMENT, AND DEVELOPMENT OF REGIONAL IMPACT (DRI).**

INSTRUCTIONS TO APPLICANT

SECTION 1: GENERAL INFORMATION

VERY IMPORTANT: The Applicant must complete Page 3 and Page 4 of this application and submit all supporting information as required below in person. Receipt of this application by the Planning Division does not constitute a complete application until it is determined to be complete by the Planning Division. All rezoning request shall be consistent with the Orange County Comprehensive Plan (OCCP). The Applicant will be notified if the application is not complete. This application cannot be accepted unless all pages of this application and required documentation are provided and the Planning Division completes Section 5. All required application documents shall be originals; no copies or facsimiles shall be accepted. (No staples)

REQUIRED DOCUMENTATION (*ADDITIONAL DOCUMENTS MAY BE REQUESTED*)

- Legal description of the subject property
- Property Appraiser's Map highlighting the subject property (Property Appraiser website, include owner info page)
- Boundary Survey or Site Plan
- Agent Authorization Form(s)
- Relationship Disclosure Form
- Specific Project Expenditure Report(s)
- Land Use Plan (for PD rezone) (On CD)
- Incorporation document(s) (if applicable)
- Warranty Deed(s) (if applicable).

PD APPLICATION

No application for a Planned Development (PD) zoning request will be processed until a pre-application conference has been scheduled. Contact the Development Review Committee at (407) 836-7900 or email either Lisette.Egipciano@ocfl.net or Lourdes.O'Farrill@ocfl.net to schedule a pre-application. A Land Use Plan (LUP) or a Land Use Plan Amendment (LUPA) is required with all PD zoning applications. After submittal of the rezoning application, the applicant shall submit two (2) copies of the LUP to the Development Review Committee (DRC) office at the Public Works office.

AGENT AUTHORIZATION FORM

If the Applicant is not the Owner of record of the property, the Owner must complete and sign the attached **Agent Authorization Form** included with this application packet. If there is multiple property Owners, a separate **Agent Authorization Form** is required for each Owner.

RELATIONSHIP DISCLOSURE FORM (RDF)

For all development-related project applications, Relationship Disclosure Form shall be completed by the principal or the principal's authorized agent (when accompanied by an agent authorization form on file with the County) and shall be submitted to the department processing your application prior to the development-related item being considered for review and/or approval by Orange County. It is required for this application. All questions regarding this form can be answered by the Orange County Attorney's Office at (407) 836-7320.

SPECIFIC PROJECT EXPENDITURE REPORT (SPR)

The Specific Project Expenditure Report (SPR) is a report of all lobbying expenditures incurred by the principal and his/her agent and the principal's lobbyist, contractors, and consultants, if applicable, for certain projects or issues that will come before the BCC. It is required for this application. All questions regarding this form can be answered by the Orange County Attorney's Office at (407) 836-7320.

PUBLIC NOTIFICATION & SITE VISIT

The Applicant is required to place one or more **posters** on the property. The Planning Division will notify the Applicant when to pick up the poster(s). Failure to post the property according to the instructions may result in a postponement of your hearing.

Surrounding property Owners will be notified of the proposed request. It may benefit you to meet with surrounding property Owners prior to the public hearing date.

This application hereby authorizes Orange County Planning Division Staff to enter upon the property at any reasonable time for the purpose of a site visit in connection with the review of this application.

COMMUNITY MEETING

If a Community Meeting is required, the applicant shall be responsible for the payment of all fees associated with the meeting at the time of scheduling.

PUBLIC HEARING

All application deadline dates will be strictly enforced. A Public Hearing schedule is attached.

The Applicant or an authorized representative must be present at the PZC Public Hearing. If the applicant is not present, the PZC may continue or deny the request. If continued, there will be an additional fee.

The PZC may impose conditions, restrictions, or specific waivers on any rezoning request at the Public Hearing.

APPEALS

Appeals of the decision of the Planning and Zoning Commission may be made to the Board of County Commissioners within fifteen (15) calendar days from the date of that PZC decision. Appeals must be filed with the Planning Division; appeal forms can be obtained at the Growth Management Department reception area or [click here](#).

REFUNDS

If the applicant withdraws their application prior to the preparation of the newspaper advertisement, they may request a partial refund that will be equal to half of the application fee. If the applicant withdraws the application after the preparation of the newspaper advertisement, all fees are non-refundable. If the applicant requests a continuance, time and date not determined, for more than two (2) calendar months, the applicant will forfeit the original application fee and will be required to pay a fee equal to the current application fee prior to requesting the application to proceed. The availability, or lack thereof, of any concurrency related public facility shall have no impact on the foregoing refund policy. If the applicant delays or causes a delay or request that the application be continued and re-advertising is required, the applicant shall be responsible for the re-advertising fee of \$200.00.

SECTION 2: FEES (effective January 1, 2013)

- Rezoning fee (except PD) = \$1,531.00
- PD rezoning fee = \$2,812.00 plus \$2.00 per acre (same for adding property to an existing PD)
- Appeal of PZC decision = \$483.00
- Re-advertising Fee = \$200.00
- DRI fee = \$15,253.00 plus \$2.00 per acre
- DRI and PD fee = \$15,040.00 plus \$2.00 per acre
- Pre-Application fee = \$141.00

SECTION 3: APPLICANT/OWNER CERTIFICATION

I, (Print name) Bryan De Cunha (Applicant/Owner signature), have read Section 1 and Section 2 on page 1 and 2 of this application and understands Orange County's submission requirements for this application.

Applicant's Signature



Date: AUGUST 18/2015

SECTION 4: To be completed by Applicant (please print unless otherwise stated)

Applicant's Name: Poulos & Bennett, LLC c/o Jamie Poulos, P.E.

Date: 8/11/15

Applicant's Address: _____

Project Name: Windermere Country Club

4625 Halder Lane, Suite B, Orlando, FL 32814
(Zip)

Owner's Name: Windermere Country Club, LLC, c/o Bryan De Cunha

Contact Phone Number (407) 487-2594

Owner's Address: _____

Fax Phone Number () _____

2710 Butler Bay Dr N, Windermere, FL 34786-6110
(Zip)

Applicant E-mail: jpoulos@poulosandbennett.com

Owner's Email: bdecunha@aol.com

Parcel ID # (required): 01-23-27-1108-00-001 and 01-23-27-1117-00-001

Request is hereby made for a change in Zoning Classification from R-CE-C to R-CE-C

and/or (other request) Increase density from .85 du/acre to 1.0 du/acre for a portion of the property.

Legal description of subject property: (2 boundary surveys containing a complete legal description must be attached)

Current Use: Golf Course Pre-App Mtg (if applicable): _____

Previous Use: Golf Course Property Size: 155 acres

Comprehensive Plan Amendment # (if applicable): n/a

Reason for request and proposed use (required):

Rezone consistent with future land use and cluster plan

Does the owner own any adjacent parcels? (YES ☐ NO ☒) If yes, please list the Parcel ID Numbers. _____

All parcels are included with this application

SECTION 5: (Section to be completed by the Planning Division)

Orange County Comprehensive Plan - Future Land Use Map (OCCP FLUM) designation -- _____

1. _____ The proposed request is consistent with the OCCP FLUM designation
3. _____ The proposed request is inconsistent with OCCP Future Land Use Policy FLU8.1.1. The Planning Division has advised the Applicant that the request is inconsistent with the OCCP FLUM designation.

Planning Division Reviewer _____

Date _____

Applicant has read and understands the instructions on this application (Sections 1-5). All information provided by the applicant/owner on this application is accurate and any false information or misrepresentation made on this application or others forms as required by this application may be grounds for revocation of any approval granted by the Planning and Zoning Commission (PZC) or the Board of County Commissioners (BCC).

Applicant's Signature _____

Date: AUGUST 18/2015

►► Important ◀◀

* If the above section 3 and 5 is not completed and signed by the Planning Division Reviewer and the applicant, the application cannot be accepted or processed. Orange County may find the request inconsistent with the OCCP upon detailed review by Staff or by findings of the Planning & Zoning Commission or the Board of County Commissioners.

Case #: - 14 - -



2014 Planning & Zoning Commission Public Hearing Schedule

Filing Deadline Date

December 5, 2013

January 2, 2014

February 6, 2014

March 6, 2014

April 3, 2014

May 1, 2014

June 5, 2014

July 3, 2014

August 7, 2014

September 4, 2014

October 2, 2014

November 6, 2014

December 4, 2014

Public Hearing Date

January 16, 2014

February 20, 2014

March 20, 2014

April 17, 2014

May 15, 2013

June 19, 2014

July 17, 2014

August 21, 2014

September 18, 2014

October 16, 2014

November 20, 2014

December 18, 2014

January 15, 2015

►► IMPORTANT APPLICANT INFORMATION ◀◀

The **Applicant** is required to place one or more **posters** on the property. Planning Division will notify the **Applicant** when to pick up the poster(s). Failure to post the property according to the instructions may result in a postponement of your hearing. **All posters shall be picked up two weeks prior to the public hearing date.**

This application hereby authorizes Orange County Planning Division Staff to enter upon the property at any reasonable time for the purpose of a site visit in connection with the review of this application.

The **Applicant** or an **authorized representative** must be present at the PZC Public Hearing. If the applicant is not present, the PZC may continue or deny the request.

The PZC may impose conditions, restrictions, or specific waivers on any rezoning request at the Public Hearing.

Appeals of the decision of the Planning and Zoning Commission may be made to the Board of County Commissioners within **fifteen (15) calendar days** from the date of that PZC decision. Appeals must be filed with the Planning Division; appeal forms can be obtained at the Growth Management Department reception area or online at: <http://www.orangecountyfl.net/cms/sitemap/forms.htm>.

You may contact the Planning Division for assistance with your application at the following numbers:

PZC Administrative Specialist **407-836-5632** or Planning Division **407-836-5600 (Main Line)**

When inquiring about your application, please reference this case number:

Case #: ____ - **14** - ____ - ____

Appendix 1.D.

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

Case or Bid No. _____

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: X

This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____
Windermere Country Club, LLC., c/o Bryan De Cunha, 2710 Butler Bay Dr N, Windermere, FL 34786

Name and Address of Principal's Authorized Agent, if applicable: _____

Poulos & Bennett, LLC., c/o Jamie Poulos, P.E., 4625 Halder Lane, Ste B, Orlando, FL 32814

List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: Poulos & Bennett, LLC.
Are they registered Lobbyist? Yes ☒ or No ☐
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

Case or Bid No. _____

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s. 112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
			0.00
		TOTAL EXPENDED THIS REPORT	\$ 0.00

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

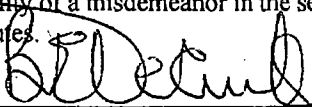
Case or Bid No. _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: AUG 18/2015



Signature of ☐ Principal or ☐ Principal's Authorized Agent

(check appropriate box)

PRINT NAME AND TITLE: Bryan De Cunha - Owner

NOTARY
STATE OF FLORIDA
COUNTY OF MIAMI

I certify that the foregoing instrument was acknowledged before me this 18 day of AUG, 2015 by BRYAN DE CUNHA. He/she is personally known to me or has produced OR DRIV. LIC as identification and did/did not take an oath. 02121623490129

Witness my hand and official seal in the county and state stated above on the 18 day of AUG, in the year 2015.

(Notary Seal)


Signature of Notary Public

Notary Public for the State of Florida NOTARY

My Commission Expires: FEB 01/16

OC CE FORM 2D
FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)
For use after March 1, 2011

For Staff Use Only:

Initially submitted on _____
Updated on _____
Project Name (as filed) _____
Case Number _____

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH DEVELOPMENT RELATED ITEMS, EXCEPT THOSE WHERE THE
COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT

This relationship disclosure form must be submitted to the Orange County department or division processing your application at the time of filing. In the event any information provided on this form should change, the Owner, Contract Purchaser, or Authorized Agent(s) must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON OWNER OF RECORD PER ORANGE COUNTY TAX ROLLS:

Name: Windermere Country Club, LLC. c/o Bryan De Cunha
Business Address (Street/P.O. Box, City and Zip Code): _____
2710 Butler Bay Dr. N, Windermere, FL 34786-6110
Business Phone (407) 547-7774
Facsimile () N/A

INFORMATION ON CONTRACT PURCHASER, IF APPLICABLE:

Name: _____
Business Address (Street/P.O. Box, City and Zip Code): _____
Business Phone () _____
Facsimile () _____

INFORMATION ON AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)

Name: Poulos & Bennett, LLC. c/o Jamie Poulos, P.E.
Business Address (Street/P.O. Box, City and Zip Code): _____
4625 Halder Lane, Suite B, Orlando, FL 32814
Business Phone (407) 487-2594
Facsimile () N/A

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

Part II

**IS THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT A
RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ YES X NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC AN EMPLOYEE OF THE
OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT?**

___ YES X NO

**IS ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME
OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY
MEMBER OF THE BCC? (When responding to this question please consider all
consultants, attorneys, contractors/subcontractors and any other persons who may have
been retained by the Owner, Contract Purchaser, or Authorized Agent to assist with
obtaining approval of this item.)**

___ YES X NO

If you responded "YES" to any of the above questions, please state with whom and
explain the relationship:

(Use additional sheets of paper if necessary)

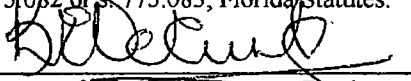
For Staff Use Only:

Initially submitted on _____
Updated on _____
Project Name (as filed) _____
Case Number _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

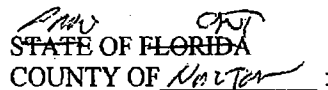
I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.



Signature of ☐ Owner, ☐ Contract Purchaser
or ☐ Authorized Agent

Date: AUG 18/2015

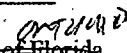
Print Name and Title of Person completing this form: Bryan De Cunha


STATE OF FLORIDA
COUNTY OF NORTH

I certify that the foregoing instrument was acknowledged before me this 18 day of AUG, 2015 by BRYAN DE CUNHA. He/she is personally known to me or has produced OR ID MV- LIC as identification and did/did not take an oath.
0212110234 90129

Witness my hand and official seal in the county and state stated above on the 18 day of AUG, in the year 2015.

(Notary Seal)

Signature of Notary Public 
Notary Public for the State of Florida
My Commission Expires: Feb 14/16

Staff signature and date of receipt of form
State of Florida Department of Transportation

Appendix 2.

LETTER OF TRANSMITTAL

To: Lisette Egipciaco
Lourdes O'Farrill
Orange County Planning Division
201 S. Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Date: August 19, 2015
Re: LUPA
Windermere Country Club
Project No.: 15-101

The documents below are being sent via: Courier

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Applications | <input type="checkbox"/> Plans | <input type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Floppy/ZIP/CD |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Prints | <input type="checkbox"/> Invoice | <input type="checkbox"/> FYI |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Request | <input checked="" type="checkbox"/> Other |

Quantities	Dated	Description
1		DRC Application
1		P&Z Application for rezoning w/ supporting documents and fee
1		LUP Plan Set, dated 8/17/2015

These are transmitted as checked below:

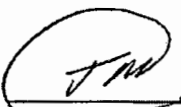
- | | | | |
|---------------------------------------|--|--|--|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved As Noted | <input checked="" type="checkbox"/> For Review | <input type="checkbox"/> For Your File |
| <input type="checkbox"/> For Your Use | <input type="checkbox"/> Approved As Is | <input type="checkbox"/> As Requested | <input type="checkbox"/> Other |

Remarks:

Please find attached documents for Development Plan DRC review. Please contact us if you have any questions or require further information at this time.

Copies to: FILE

SIGNED


Trudy Mercado

POULOS & BENNETT



~ DRC APPLICATION ~

Lisette Egipciaco, Development Coordinator, Phone: (407) 836-5684 email: Lisette.egipciaco@ocfl.net
Lourdes O'Farrill, Development Coordinator, Phone: (407) 836-5686 email: Lourdes.o'farrill@ocfl.net
Community, Environmental and Development Services Department
Planning Division, 201 South Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Project Type:

- | | |
|--|---|
| <input type="checkbox"/> Land Use Plan (LUP) | <input type="checkbox"/> Preliminary Review Item / Pre-App |
| <input checked="" type="checkbox"/> Land Use Plan Amendment (LUPA) | <input type="checkbox"/> Appeal / Discussion / Extension |
| <input type="checkbox"/> Preliminary Subdivision Plan (PSP) | <input type="checkbox"/> Change Determination |
| <input type="checkbox"/> Development Plan (DP) | <input type="checkbox"/> Development of Regional Impact (DRI) |
| <input type="checkbox"/> Special Exception | |

NOTE: ALL APPLICABLE INFORMATION MUST BE FILLED OUT IN ORDER TO BE DEEMED SUFFICIENT

PLEASE SPECIFY BELOW, IN DETAIL, YOUR REQUEST FOR CONSIDERATION BY THE DRC (OR ATTACH A LETTER)

Request to increase the density from .85 du/acre to 1.0 du/acre for a portion of the property. Rezone consistent with the future land use and cluster plan.

Project Information:

Project Name: Windermere Country Club

PD Name (as approved by the BCC): N/A

PSP Name (as approved by the BCC): N/A

Current Zoning: R-CE- Commission District #: 1

Location:

(North / South of): North of Lake Butler Blvd / South of Stoneybrook W Pkwy

(East / West of): East of McKinnon Rd / West of Lake Crescent

Parcel ID #(s): # 01-23-27-1108-00-001 and # 01-23-27-1117-00-001

Site Data:

Total Acreage: 155 ac Proposed Use: Residential, Single Family Detached CEA # TBD CAD # TBD

Water Supply: Orange County Utilities Sewer System: Orange County Utilities School Population: TBD

Minimum Living Area: _____ Minimum Lot Width: 100 Ft Maximum Building Height: 35 Ft./2-Story

Proposed Square Footage: _____ # Rooms/Units: 95 Lots

Building Setbacks: Front: 30 Ft., Side: 10 Ft., Rear: 25 Ft.

Applicant Information:	Developer Information:
Name: <u>Poulos & Bennett, LLC. c/o Jamie Poulos, P.E.</u>	Name: <u>Windermere Country Club, LLC. c/o Bryan De Cunha</u>
Address: <u>4625 Halder Lane, Suite B, Orlando, FL 32814</u>	Address: <u>2710 Butler Bay Dr N, Windermere, FL 34786-6110</u>
Phone: <u>(407) 487-2594</u>	Phone: <u>(407) 547-7774</u>
Email Address: <u>jpoulos@poulosandbennett.com</u>	Email Address: <u>bdecunha@aol.com</u>

Review Fees

Land Use Plan & Land Use Plan Amendment: DRI: \$15,253.00+\$2.00 per acre DRI & PD: \$15,040.00+\$2.00 per acre
\$2,812.00+\$2 ea. Acre (same for adding property to an existing PD)

Preliminary Subdivision Plan:

1-10 Lots=\$1,879.00

11 or more Lots= \$2,085.00 +\$5 ea. Lot

Development Plan:

\$1,378.00+\$2 ea. Acre

Submit the plans on CD, ensuring the entire plan set is in one pdf, facing upright.

Change Determinations:

PD / Land Use Plan ~ \$1,226.00

Preliminary Subdivision / Development Plans ~ \$369.00

Appeal / Extension/ Preliminary Review Item / Pre-Apps
~ \$141.00

All change determination requests to previously approved PD Land Use Plans and Preliminary Subdivision Plans **require** submittal of all previous BCC Conditions of Approval on the plan AND included with the application.

Application should include (original) one (1) Relationship Disclosure Form, one (1) Orange County Specific Project Expenditure Report and one (1) Agent Authorization Form to the DRC Office.

Updated 3.4.2015

Appendix 2.A.



Lisette Egipciaco, Development Coordinator, Phone: (407) 836-5684 email: Lisette.egipciaco@ocfl.net
 Lourdes O'Farrill, Development Coordinator, Phone: (407) 836-5686 email: Lourdes.o'farrill@ocfl.net
 Community, Environmental and Development Services Department
 Planning Division, 201 South Rosalind Avenue, 2nd Floor
 Orlando, Florida 32801

Project Type:

- | | |
|--|---|
| <input type="checkbox"/> Land Use Plan (LUP) | <input type="checkbox"/> Preliminary Review Item / Pre-App |
| <input checked="" type="checkbox"/> Land Use Plan Amendment (LUPA) | <input type="checkbox"/> Appeal / Discussion / Extension |
| <input type="checkbox"/> Preliminary Subdivision Plan (PSP) | <input type="checkbox"/> Change Determination |
| <input type="checkbox"/> Development Plan (DP) | <input type="checkbox"/> Development of Regional Impact (DRI) |
| <input type="checkbox"/> Special Exception | |

NOTE: ALL APPLICABLE INFORMATION MUST BE FILLED OUT IN ORDER TO BE DEEMED SUFFICIENT

PLEASE SPECIFY BELOW, IN DETAIL, YOUR REQUEST FOR CONSIDERATION BY THE DRC (OR ATTACH A LETTER)

Request to increase the density from .85 du/acre to 1.0 du/acre for a portion of the property. Rezone consistent with the future land use and cluster plan.

Project Information:

Project Name: Windermere Country Club

PD Name (as approved by the BCC): N/A

PSP Name (as approved by the BCC): N/A

Current Zoning: R-CE- Commission District #: 1

Location:

(North / South of): North of Lake Butler Blvd / South of Stoneybrook W Pkwy

(East / West of): East of McKinnon Rd / West of Lake Crescent

Parcel ID #(s): #01-23-27-1108-00-001 and #01-23-27-1117-00-001

Site Data:

Total Acreage: 155 ac. Proposed Use: Residential, Single Family Detached CEA # TBD CAD # TBD

Water Supply: Orange County Utilities Sewer System: Orange County Utilities School Population: TBD

Minimum Living Area: Minimum Lot Width: 100 Ft. Maximum Building Height: 35 Ft./2-Story

Proposed Square Footage: # Rooms/Units: 95 Lots

Building Setbacks: Front: 30 Ft., Side: 10 Ft., Rear: 25 Ft.

Applicant Information:	Developer Information:
Name: Poulos & Bennett, LLC. c/o Jamie Poulos, P.E.	Name: Windermere Country Club, LLC. c/o Bryan De Cunha
Address: 4625 Halder Lane, Suite B, Orlando, FL 32814	Address: 2710 Butler Bay Dr N, Windermere, FL 34786-6110
Phone: (407) 487-2594	Phone: (407) 547-7774
Email Address: jpoulos@poulosandbennett.com	Email Address: bdecunha@aol.com

Review Fees

Land Use Plan & Land Use Plan Amendment: DRI: \$15,253.00+\$2.00 per acre DRI & PD: \$15,040.00+\$2.00 per acre
 \$2,812.00+\$2 ea. Acre (same for adding property to an existing PD)

Preliminary Subdivision Plan:

1-10 Lots=\$1,879.00

11 or more Lots= \$2,085.00 +\$5 ea. Lot

Development Plan: \$1,378.00+\$2 ea. Acre

Submit the plans on CD, ensuring the entire plan set is in one pdf, facing upright.

Change Determinations:

PD / Land Use Plan ~ \$1,226.00

Preliminary Subdivision / Development Plans ~ \$369.00

Appeal / Extension/ Preliminary Review Item / Pre-Apps ~ \$141.00

All change determination requests to previously approved PD Land Use Plans and Preliminary Subdivision Plans **require** submittal of all previous BCC Conditions of Approval on the plan AND included with the application.

Application should include (original) one (1) Relationship Disclosure Form, one (1) Orange County Specific Project Expenditure Report and one (1) Agent Authorization Form to the DRC Office.

Updated 3.4.2015

Appendix 2.B.



**ORANGE COUNTY PLANNING AND ZONING COMMISSION (PZC)
APPLICATION FOR REZONING, PLANNED DEVELOPMENT (PD), LAND USE
PLAN AMENDMENT, AND DEVELOPMENT OF REGIONAL IMPACT (DRI).**

INSTRUCTIONS TO APPLICANT

SECTION 1: GENERAL INFORMATION

VERY IMPORTANT: The Applicant must complete Page 3 and Page 4 of this application and submit all supporting information as required below in person. Receipt of this application by the Planning Division does not constitute a complete application until it is determined to be complete by the Planning Division. All rezoning request shall be consistent with the Orange County Comprehensive Plan (OCCP). The Applicant will be notified if the application is not complete. This application cannot be accepted unless all pages of this application and required documentation are provided and the Planning Division completes Section 5. All required application documents shall be originals; no copies or facsimiles shall be accepted. (No staples)

REQUIRED DOCUMENTATION (*ADDITIONAL DOCUMENTS MAY BE REQUESTED*)

- Legal description of the subject property
- Property Appraiser's Map highlighting the subject property (Property Appraiser website, include owner info page)
- Boundary Survey or Site Plan
- Agent Authorization Form(s)
- Relationship Disclosure Form
- Specific Project Expenditure Report(s)
- Land Use Plan (for PD rezone) (On CD)
- Incorporation document(s) (if applicable)
- Warranty Deed(s) (if applicable).

PD APPLICATION

No application for a Planned Development (PD) zoning request will be processed until a pre-application conference has been scheduled. Contact the Development Review Committee at (407) 836-7900 or email either Lisette.Egipciano@ocfl.net or Lourdes.O'Farrill@ocfl.net to schedule a pre-application. A Land Use Plan (LUP) or a Land Use Plan Amendment (LUPA) is required with all PD zoning applications. After submittal of the rezoning application, the applicant shall submit two (2) copies of the LUP to the Development Review Committee (DRC) office at the Public Works office.

AGENT AUTHORIZATION FORM

If the Applicant is not the Owner of record of the property, the Owner must complete and sign the attached **Agent Authorization Form** included with this application packet. If there is multiple property Owners, a separate **Agent Authorization Form** is required for each Owner.

RELATIONSHIP DISCLOSURE FORM (RDF)

For all development-related project applications, Relationship Disclosure Form shall be completed by the principal or the principal's authorized agent (when accompanied by an agent authorization form on file with the County) and shall be submitted to the department processing your application prior to the development-related item being considered for review and/or approval by Orange County. It is required for this application. All questions regarding this form can be answered by the Orange County Attorney's Office at (407) 836-7320.

SPECIFIC PROJECT EXPENDITURE REPORT (SPR)

The Specific Project Expenditure Report (SPR) is a report of all lobbying expenditures incurred by the principal and his/her agent and the principal's lobbyist, contractors, and consultants, if applicable, for certain projects or issues that will come before the BCC. It is required for this application. All questions regarding this form can be answered by the Orange County Attorney's Office at (407) 836-7320.

PUBLIC NOTIFICATION & SITE VISIT

The Applicant is required to place one or more **posters** on the property. The Planning Division will notify the Applicant when to pick up the poster(s). Failure to post the property according to the instructions may result in a postponement of your hearing.

Surrounding property Owners will be notified of the proposed request. It may benefit you to meet with surrounding property Owners prior to the public hearing date.

This application hereby authorizes Orange County Planning Division Staff to enter upon the property at any reasonable time for the purpose of a site visit in connection with the review of this application.

COMMUNITY MEETING

If a Community Meeting is required, the applicant shall be responsible for the payment of all fees associated with the meeting at the time of scheduling.

PUBLIC HEARING

All application deadline dates will be strictly enforced. A Public Hearing schedule is attached.

The Applicant or an authorized representative must be present at the PZC Public Hearing. If the applicant is not present, the PZC may continue or deny the request. If continued, there will be an additional fee.

The PZC may impose conditions, restrictions, or specific waivers on any rezoning request at the Public Hearing.

APPEALS

Appeals of the decision of the Planning and Zoning Commission may be made to the Board of County Commissioners within fifteen (15) calendar days from the date of that PZC decision. Appeals must be filed with the Planning Division; appeal forms can be obtained at the Growth Management Department reception area or [click here](#).

REFUNDS

If the applicant withdraws their application prior to the preparation of the newspaper advertisement, they may request a partial refund that will be equal to half of the application fee. If the applicant withdraws the application after the preparation of the newspaper advertisement, all fees are non-refundable. If the applicant requests a continuance, time and date not determined, for more than two (2) calendar months, the applicant will forfeit the original application fee and will be required to pay a fee equal to the current application fee prior to requesting the application to proceed. The availability, or lack thereof, of a concurrency related public facility shall have no impact on the foregoing refund policy. If the applicant delays or causes a delay or request that the application be continued and re-advertising is required, the applicant shall be responsible for the re-advertising fee of \$200.00.

SECTION 2: FEES (effective January 1, 2013)

- Rezoning fee (except PD) = \$1,531.00
- PD rezoning fee = \$2,812.00 plus \$2.00 per acre (same for adding property to an existing PD)
- Appeal of PZC decision = \$483.00
- Re-advertising Fee = \$200.00
- DRI fee = \$15,253.00 plus \$2.00 per acre
- DRI and PD fee = \$15,040.00 plus \$2.00 per acre
- Pre-Application fee = \$141.00

SECTION 3: APPLICANT/OWNER CERTIFICATION

I, (Print name) Bryan De Cunha (Applicant/Owner signature), have read Section 1 and Section 2 on page 1 and 2 of this application and understands Orange County's submission requirements for this application.

Applicant's Signature



Date: AUGUST 18/2015

SECTION 4: To be completed by Applicant (please print unless otherwise stated)

Applicant's Name: Poulos & Bennett, LLC c/o Jamie Poulos, P.E.

Date: 8/11/15

Applicant's Address: _____

Project Name: Windermere Country Club

4625 Halder Lane, Suite B, Orlando, FL 32814
(Zip)

Owner's Name: Windermere Country Club, LLC, c/o Bryan De Cunha

Contact Phone Number (407) 487-2594

Owner's Address: _____

Fax Phone Number (____) _____

2710 Butler Bay Dr N, Windermere, FL 34788-6110
(Zip)

Applicant E-mail: jpoulos@poulosandbennett.com

Owner's Email: bdecunha@aol.com

Parcel ID # (required): 01-23-27-1108-00-001 and 01-23-27-1117-00-001

Request is hereby made for a change in Zoning Classification from R-CE-C to R-CE-C

and/or (other request) Increase density from .85 du/acre to 1.0 du/acre for a portion of the property.

Legal description of subject property: (2 boundary surveys containing a complete legal description must be attached)

Current Use: Golf Course Pre-App Mtg (if applicable): _____

Previous Use: Golf Course Property Size: 155 acres

Comprehensive Plan Amendment # (if applicable): n/a

Reason for request and proposed use (required): _____

Rezone consistent with future land use and cluster plan

Does the owner own any adjacent parcels? (YES ☐ NO ☒) If yes, please list the Parcel ID Numbers. _____

All parcels are included with this application

SECTION 5: (Section to be completed by the Planning Division)

Orange County Comprehensive Plan - Future Land Use Map (OCCP FLUM) designation -- _____

- A. _____ The proposed request is consistent with the OCCP FLUM designation
- B. _____ The proposed request is inconsistent with OCCP Future Land Use Policy FLU8.1.1. The Planning Division has advised the Applicant that the request is inconsistent with the OCCP FLUM designation.

Planning Division Reviewer

Date

Applicant has read and understands the instructions on this application (Sections 1-5). All information provided by the applicant/owner on this application is accurate and any false information or misrepresentation made on this application or others forms as required by this application may be grounds for revocation of any approval granted by the Planning and Zoning Commission (PZC) or the Board of County Commissioners (BCC).

Applicant's Signature _____

Date: AUGUST 18/2015

►► Important ◀◀

* If the above section 3 and 5 is not completed and signed by the Planning Division Reviewer and the applicant, the application cannot be accepted or processed. Orange County may find the request inconsistent with the OCCP upon detailed review by Staff or by findings of the Planning & Zoning Commission or the Board of County Commissioners.

Case #: - 14 - - -



2014 Planning & Zoning Commission Public Hearing Schedule

Filing Deadline Date

December 5, 2013

January 2, 2014

February 6, 2014

March 6, 2014

April 3, 2014

May 1, 2014

June 5, 2014

July 3, 2014

August 7, 2014

September 4, 2014

October 2, 2014

November 6, 2014

December 4, 2014

Public Hearing Date

January 16, 2014

February 20, 2014

March 20, 2014

April 17, 2014

May 15, 2013

June 19, 2014

July 17, 2014

August 21, 2014

September 18, 2014

October 16, 2014

November 20, 2014

December 18, 2014

January 15, 2015

►►IMPORTANT APPLICANT INFORMATION◀◀

The **Applicant** is required to place one or more **posters** on the property. Planning Division will notify the **Applicant** when to pick up the poster(s). Failure to post the property according to the instructions may result in a postponement of your hearing. **All posters shall be picked up two weeks prior to the public hearing date.**

This application hereby authorizes Orange County Planning Division Staff to enter upon the property at any reasonable time for the purpose of a site visit in connection with the review of this application.

The **Applicant** or an **authorized representative** must be present at the PZC Public Hearing. If the applicant is not present, the PZC may continue or deny the request.

The PZC may impose conditions, restrictions, or specific waivers on any rezoning request at the Public Hearing.

Appeals of the decision of the Planning and Zoning Commission may be made to the Board of County Commissioners within **fifteen (15) calendar days** from the date of that PZC decision. Appeals must be filed with the Planning Division; appeal forms can be obtained at the Growth Management Department reception area or online at: <http://www.orangecountyfl.net/cms/sitemap/forms.htm>.

You may contact the Planning Division for assistance with your application at the following numbers:

PZC Administrative Specialist **407-836-5632** or Planning Division **407-836-5600 (Main Line)**

When inquiring about your application, please reference this case number:

Case #: ____ - **14** - ____ - ____



AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA

I/WE, (PRINT PROPERTY OWNER NAME) Windermere Country Club, LLC., AS THE OWNER(S) OF THE
REAL PROPERTY DESCRIBED AS FOLLOWS, Tax ID# 01-23-27-1108-00-001 #01-23-27-1117-00-001, DO
HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), Poulos & Bennett, LLC. c/o Jamie Poulos, P.E.,
TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED
AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Rezone from RCE-C to RCE-C, AND TO
APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS
APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: August 18/2015 Bryan De Cunha
Signature of Property Owner

Bryan De Cunha
Print Name Property Owner

Date: _____
Signature of Property Owner

Print Name Property Owner

STATE OF FLORIDA :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this 18 day of Aug
2015 by Bryan De Cunha. He/she is personally known to me or has produced
AT- DMV NC as identification and did/did not take an oath.
ORANGE COUNTY 90129

Witness my hand and official seal in the county and state stated above on the 18 day of
Aug, in the year 2015.

CHRISTOPHER C. BREEN
BARRISTER & SOLICITOR
(Notary Seal)
BURLINGTON, ONT. L7N 3G5
TEL 905-634-1828
FAX 905-634-9630

[Signature]
Signature of Notary Public
Notary Public for the State of Florida 01201210
My Commission Expires: FOR OK

Legal Description(s) or Parcel Identification Number(s) are required:
PARCEL ID #: 01-23-27-1108-00-001 and 01-23-27-1117-00-001
LEGAL DESCRIPTION:
See Attached

LEGAL DESCRIPTION: (SCHEDULE "A" OF TITLE POLICY)

PARCEL A:

TRACT A, BUTLER BAY – UNIT THREE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGE 4, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL B:

TRACT A, REPLAT OF LOTS 8, 9, 10 AND TRACT B, BUTLER BAY – UNIT THREE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL C:

TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF PARCEL A PURSUANT TO THAT CERTAIN GRANT OF EASEMENT FOR INGRESS, EGRESS AND UTILITIES EXECUTED BY BUTLER BAY ASSOCIATION, INC. TO AND IN FAVOR OF FLORIDA COUNTRY CLUBS, INC., DATED DECEMBER 27, 1988 AND RECORDED DECEMBER 29, 1988 IN O.R. BOOK 4043, PAGE 4175, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL D:

ALSO TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL A PURSUANT TO THAT CERTAIN EASEMENT AGREEMENT EXECUTED BY BUTLER BAY ASSOCIATION, INC. TO AND IN FAVOR OF ATLANTA GOLF PARTNERS DATED NOVEMBER 28, 1990 AND RECORDED JANUARY 3, 1991 IN O.R. BOOK 4251, PAGE 1662, AS RE-RECORDED IN O.R. BOOK 4257, PAGE 3687, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL E:

ALSO TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT OVER THE REAR TEN (10) FEET OF EACH RESIDENTIAL LOT WITHIN BUTLER BAY UNIT THREE WHICH ADJOINS PARCEL A FOR THE PURPOSE OF MAINTAINING A NATURAL BUFFER AREA BETWEEN PARCEL A AND RESIDENTIAL USES, FOR THE BENEFIT OF PARCEL A PURSUANT TO ARTICLE XII SECTION 3 OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUTLER BAY UNIT THREE EXECUTED BY WINDERMERE LAKES, LTD. AND LAKE BUTLER ESTATES, LTD. RECORDED IN O.R. BOOK 3808, PAGE 1478, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

OC CE FORM 2D

FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH DEVELOPMENT RELATED ITEMS, EXCEPT THOSE WHERE THE
COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT

This relationship disclosure form must be submitted to the Orange County department or division processing your application at the time of filing. In the event any information provided on this form should change, the Owner, Contract Purchaser, or Authorized Agent(s) must file an amended form on or before the date the item is considered by the appropriate board or body.

For
staff
use
only

Part I

INFORMATION ON OWNER OF RECORD PER ORANGE COUNTY TAX ROLLS:

Name: Windermere Country Club, LLC. c/o Bryan De Cunha

Business Address (Street/P.O. Box, City and Zip Code): _____
2710 Butler Bay Dr. N, Windermere, FL 34786-6110

Business Phone (407) 547-7774

Facsimile () N/A

INFORMATION ON CONTRACT PURCHASER, IF APPLICABLE:

Name: _____

Business Address (Street/P.O. Box, City and Zip Code): _____

Business Phone () _____

Facsimile () _____

INFORMATION ON AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)

Name: Poulos & Bennett, LLC. c/o Jamie Poulos, P.E.

Business Address (Street/P.O. Box, City and Zip Code): _____
4625 Halder Lane, Suite B, Orlando, FL 32814

Business Phone (407) 487-2594

Facsimile () N/A

For Staff Use Only:

Initially submitted on _____

Updated on _____

Project Name (as filed) _____

Case Number _____

Part II

**IS THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT A
RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

___ YES X NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC AN EMPLOYEE OF THE
OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT?**

___ YES X NO

**IS ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME
OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY
MEMBER OF THE BCC? (When responding to this question please consider all
consultants, attorneys, contractors/subcontractors and any other persons who may have
been retained by the Owner, Contract Purchaser, or Authorized Agent to assist with
obtaining approval of this item.)**

___ YES X NO

If you responded "YES" to any of the above questions, please state with whom and
explain the relationship:

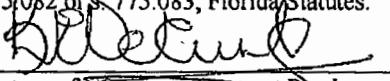
(Use additional sheets of paper if necessary)

For Staff Use Only:

Initially submitted on _____
Updated on _____
Project Name (as filed) _____
Case Number _____

Part III
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.


Signature of ☐ Owner, ☐ Contract Purchaser
or ☐ Authorized Agent

Date: AUG 18 / 2015

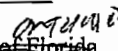
Print Name and Title of Person completing this form: Bryan De Cunha

PAW ONT
STATE OF FLORIDA
COUNTY OF NALTON

I certify that the foregoing instrument was acknowledged before me this 18 day of AUG, 2015 by BRYAN DE CUNHA. He/she is personally known to me or has produced ONT ID# 101111. 615 as identification and did/did not take an oath.
02121 10234 90129

Witness my hand and official seal in the county and state stated above on the 18 day of AUG, in the year 2015.

(Notary Seal)

Signature of Notary Public 
Notary Public for the State of Florida
My Commission Expires: FOR 1/15

Staff signature and date of receipt of form
Staff reviews this form and does not agree to be held responsible for the accuracy of the information provided herein.

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

Case or Bid No. _____

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the Initial Form: ☒ X

This is a Subsequent Form: _____

For
staff
use
only

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____
Windermere Country Club, LLC., c/o Bryan De Cunha, 2710 Butler Bay Dr N, Windermere, FL 34786

Name and Address of Principal's Authorized Agent, if applicable: _____

Poulos & Bennett, LLC., c/o Jamie Poulos, P.E., 4625 Halder Lane, Ste B, Orlando, FL 32814

List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: Poulos & Bennett, LLC.
Are they registered Lobbyist? Yes ☒ or No ☐
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ☐ or No ☐

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

Case or Bid No. _____

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
			0.00
		TOTAL EXPENDED THIS REPORT	\$ 0.00

For Staff Use Only:

Initially submitted on _____

Updated On _____

Project Name (as filed) _____

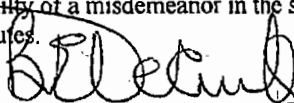
Case or Bid No. _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: AUG 18/2015



Signature of ☐ Principal or ☐ Principal's Authorized Agent

(check appropriate box)

PRINT NAME AND TITLE: Bryan De Cunha - Owner

STATE OF FLORIDA
COUNTY OF ORANGE

I certify that the foregoing instrument was acknowledged before me this 18 day of AUG, 2015 by BRYAN DE CUNHA. He/she is personally known to me or has produced ORANGE COUNTY as identification and did/did not take an oath. 121211023490129

Witness my hand and official seal in the county and state stated above on the 18 day of AUG, in the year 2015.

(Notary Seal)



Signature of Notary Public


Notary Public for the State of Florida ORANGE

My Commission Expires: FEB 11/16

Staff signature and date of receipt of form

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Megan J. Ellis, Esquire
Foley & Lardner LLP
100 North Tampa Street, Suite 2700
Tampa, FL 33602

DOCH 20110230758 B: 10208 P: 0459
05/02/2011 03:56:07 PM Page 1 of 3
Rec Fee: \$27.00
Deed Doc Tax: \$17,150.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha C. Haynie, Comptroller
Orange County, FL
MB - Ret To: STANTON & GASDICK PA


Tax Parcel Folio #: 01-23-27-1108-00001 & 01-23-27-1117-00001

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 29th day of April, 2011 between SPE GO HOLDINGS, INC., a Delaware corporation, whose address is 11575 Great Oaks Way, Suite 210, Alpharetta, Georgia 30022 (hereinafter called the "Grantor"), and WINDERMERE COUNTRY CLUB, LLC, a Florida limited liability company, whose address is 2710 Butler Bay Drive North, Windermere, Florida 34786 (hereinafter called the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all that certain parcel of land lying and being in the County of Orange, State of Florida, as more particularly described in the Exhibit "A" annexed hereto and by this reference made a part hereof.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO real estate taxes and assessments for 2011 and all subsequent years, and the covenants, conditions, easements and restrictions recorded in the public records of Orange County, Florida.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

And the Grantor does specially warrant the title to said land subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

Witnesses:

SPE GO HOLDINGS, INC.,
a Delaware corporation

Name: [Signature]
Print Name: Helen K. Phillips

Name: [Signature]
Print Name: Elizabeth Pouncey

By: Nicole R. Brook
Print Name: Nicole R. Brook
Title: Chief Financial Officer

STATE OF ~~FLORIDA~~ GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 4th day of April, 2011,
by Nicole R. Brook as CEO of SPE GO HOLDINGS, INC., on behalf of the
corporation He is personally known to me or produced as identification.



Virginia L. Spelich
NOTARY PUBLIC
Name: Virginia L. Spelich
My Commission Expires: 12/14/2014

EXHIBIT A

Legal Description

PARCEL A:

Tract A, BUTLER BAY - UNIT THREE, according to the map or plat thereof as recorded in Plat Book 18, Page 4, Public Records of Orange County, Florida.

PARCEL B:

Tract A, REPLAT OF LOTS 8, 9, 10 AND TRACT B, BUTLER BAY - UNIT THREE, according to the map or plat thereof as recorded in Plat Book 25, Page 116, Public Records of Orange County, Florida.

PARCEL C:

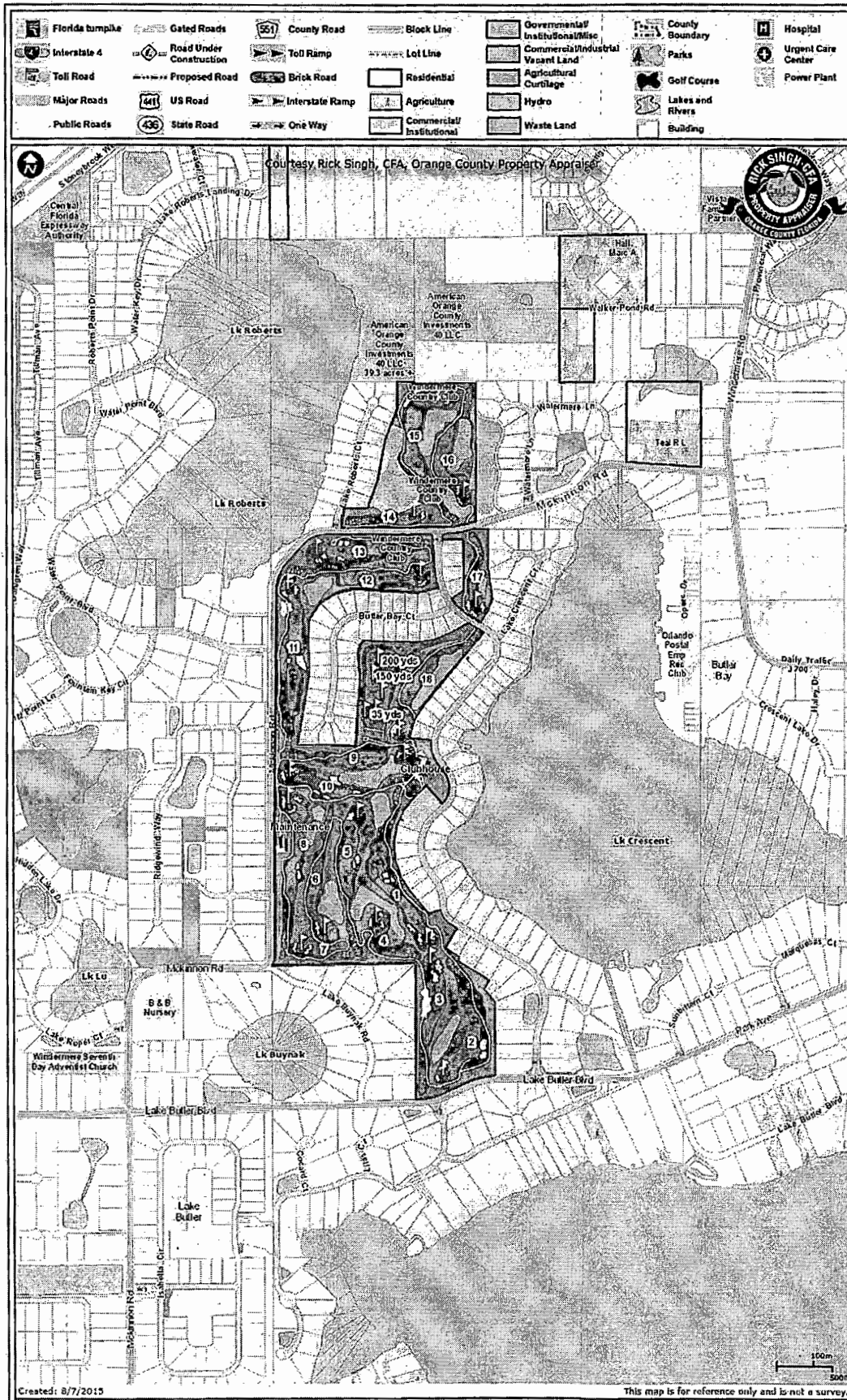
TOGETHER WITH a non-exclusive perpetual easement for ingress, egress and utilities for the benefit of Parcel A pursuant to that certain Grant of Easement for Ingress, Egress and Utilities executed by Butler Bay Association, Inc. to and in favor of Florida Country Clubs, Inc., dated December 27, 1988 and recorded December 29, 1988 in O.R. Book 4043, Page 4175, Public Records of Orange County, Florida.

PARCEL D:

ALSO TOGETHER WITH a non-exclusive perpetual easement for vehicular and pedestrian ingress and egress for the benefit of Parcel A pursuant to that certain Easement Agreement executed by Butler Bay Association, Inc. to and in favor of Atlanta Golf Partners dated November 28, 1990 and recorded January 3, 1991 in O.R. Book 4251, Page 1662, as re-recorded in O.R. Book 4257, page 3687, Public Records of Orange County, Florida.

PARCEL E:

ALSO TOGETHER WITH a non-exclusive perpetual easement over the rear ten (10) feet of each residential lot within Butler Bay Unit Three which adjoins Parcel A for the purpose of maintaining a natural buffer area between Parcel A and residential uses, for the benefit of Parcel A pursuant to Article XII Section 3 of that certain Declaration of Covenants, Conditions and Restrictions for Butler Bay Unit Three executed by Windermere Lakes, Ltd. and Lake Butler Estates, Ltd. recorded in O.R. Book 3808, Page 1478, Public Records of Orange County, Florida.



Property Record - 01-23-27-1108-00-001

Orange County Property Appraiser •
http://www.ocpafl.org

Property Summary

Property Name

Windermere Country Club

Names

Windermere Country Club LLC

Municipality

ORG - Un-Incorporated

Property Use

3800 - Golf Course

Mailing Address

2710 Butler Bay Dr N
Windermere, FL 34786-6110

Physical Address

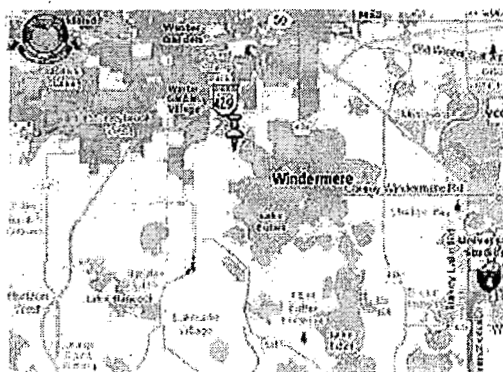
2710 Butler Bay Dr N
Windermere, FL 34786

QR Code
For Mobile
Phone



2710 BUTLER BAY DR N, WINDERMERE, FL 34786 6/26/2015 10:31 AM

272301110800001 04/17/2006



Property Features

Property Description

BUTLER BAY UNIT 3 18/4 TRACT A

Total Land Area

6,680,383 sqft (+/-)

153.36 acres (+/-)

GIS Calculated

Land (includes working values)

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
3800 - Golf Course	R-CE-C	139.6 ACRE(S)	\$8,000.00	\$1,116,800	\$0.00	\$1,116,800
9600 - Waste Land	R-CE-C	9.01 ACRE(S)	\$100.00	\$901	\$0.00	\$901

Buildings (includes working values)

Model Code	04 - Commercial	Subarea Description	Sqft	Value
Type Code	3800 - Golf Course	BAS - Base Area	2599	\$135,148
Building Value	\$425,311	FCP - Fin Carprt	726	\$11,336
Estimated New Cost	\$889,772	FDU - F/Det Util	128	\$4,004
Actual Year Built	1991	FOP - F/Opn Prch	3592	\$56,056
Beds	0	FUS - F/Up Story	9156	\$476,112
Baths	0.0	UGR - Unf Garage	9957	\$207,116
Floors	2			
Gross Area	26158 sqft			
Living Area	11755 sqft			
Exterior Wall	Cb.Stucco			
Interior Wall	Dec.Wall.C			

Model Code	06 - Warehouse	Subarea Description	Sqft	Value
Type Code	4800 - Warehousing	AOF - Avg Office	720	\$52,777

Building Value	\$104,210	BAS - Base Area	2700	\$104,166
Estimated New Cost	\$156,943			
Actual Year Built	1990			
Beds	0			
Baths	0.0			
Floors	1			
Gross Area	3420 sqft			
Living Area	3420 sqft			
Exterior Wall	Cb.Stucco			
Interior Wall	None			

Extra Features (includes working values)

Description	Date Built	Units	Unit Price	XFOB Value
PVCN - Pav Con	04/26/1991	171451 Square Feet	\$3.00	\$257,177
PKSP - Parking Space	04/01/1991	159 Unit(s)	\$500.00	\$79,500
PVAS - Pav Asph	01/01/1990	5750 Square Feet	\$2.00	\$11,500
PVCN - Pav Con	01/01/1990	540 Square Feet	\$3.00	\$1,620
OSBI - Standard Opn Stg Bin	01/01/1990	1 Unit(s)	\$1,000.00	\$1,000

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address
There are no TPP Accounts associated with this parcel.				

Schools

Bridgewater (Middle School)

Principal	Lisa James
Office Phone	407-905-3710
Grades	2014: A 2013: A 2012: A

Windermere (Elementary)

Principal	Mrs. Diana M Greer
Office Phone	407-876-7520
Grades	2014: A 2013: A 2012: A

West Orange (High School)

Principal	Douglas W Szczinski
Office Phone	407-905-2400
Grades	2014: B 2013: A 2012: B

Utilities/Services

Electric	Duke Energy
Water	Orange County
Recycling (Friday)	Orange County
Trash (Friday, Tuesday)	Orange County
Yard Waste (Wednesday)	Orange County

Elected Officials

State Senate	Kelli Stargel
School Board Representative	Pam Gould
State Representative	Eric Eisnaugle
US Representative	Daniel Webster
County Commissioner	S. Scott Boyd
Orange County Property Appraiser	Rick Singh

OCPA Web Map

Florida turnpike	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Interstate 4	Public Roads	Brick Road	Lot Line	Governmental/Institutional/Misc.	Waste Land	Lakes and Rivers
Toll Road	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
	Road Under Construction	Proposed SunRail	Agriculture	Agricultural/Cutlodge	Parks	Hospital



Property Record - 01-23-27-1117-00-001

Orange County Property Appraiser •
<http://www.ocpafl.org>

Property Summary

Property Name

Windemere Cc - Tennis & Pool

Names

Windemere Country Club LLC

Municipality

ORG - Un-Incorporated

Property Use

3800 - Golf Course

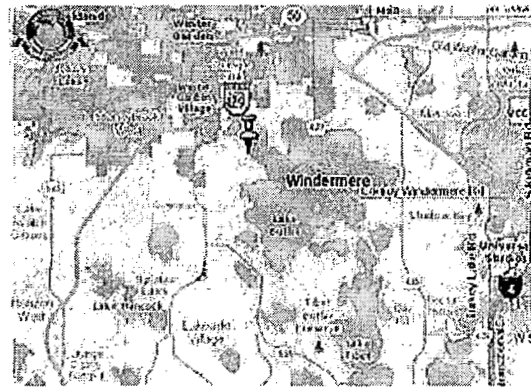
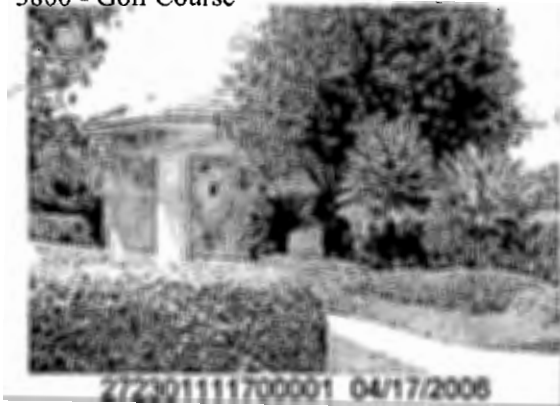
Mailing Address

2710 Butler Bay Dr N
Windemere, FL 34786-6110

Physical Address

2730 Butler Bay Dr N
Windemere, FL 34786

QR Code
For Mobile
Phone



Property Features

Property Description

A REPLAT OF LOTS 8 9 10 & TRACT B BUTLER BAY UNIT 3 25/116 TRACT A

Total Land Area

85,943 sqft (+/-)

1.97 acres (+/-)

GIS Calculated

Land (includes working values)

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
3800 - Golf Course	R-CE-C	1.97 ACRE(S)	\$75,000.00	\$147,750	\$0.00	\$147,750

Buildings (includes working values)

Model Code	04 - Commercial	Subarea Description	Sqft	Value
Type Code	3400 - Rec/Meeting	BAS - Base Area	264	\$17,495

Building Value	\$13,748	FOP - F/Opn Prch	141	\$2,783
Estimated New Cost	\$20,278			
Actual Year Built	1991			
Beds	0			
Baths	0.0			
Floors	1			
Gross Area	405 sqft			
Living Area	264 sqft			
Exterior Wall	Cb.Stucco			
Interior Wall	Minimum			

Extra Features (includes working values)

Description	Date Built	Units	Unit Price	XFOB Value
TNCT - Tennis Court	04/01/1991	2 Unit(s)	\$10,000.00	\$20,000
PVCN - Pav Con	01/01/1991	3144 Square Feet	\$3.00	\$9,432
146 - Spoolcm	01/01/1991	1 Unit(s)	\$20,000.00	\$20,000
SHED - Shed	01/01/2000	1 Unit(s)	\$500.00	\$500

Services for Location

TPP Accounts At Location

Account	Market Value	Taxable Value	Business Name(s)	Business Address
REG-036015	\$227,500	\$202,500	Windermere Country Club	2710 Butler Bay Dr N

Schools

Bridgewater (Middle School)

Principal	Lisa James
Office Phone	407-905-3710
Grades	2014: A 2013: A 2012: A

Windermere (Elementary)

Principal	Mrs. Diana M Greer
Office Phone	407-876-7520
Grades	2014: A 2013: A 2012: A

West Orange (High School)

Principal	Douglas W Szcinski
Office Phone	407-905-2400
Grades	2014: B 2013: A 2012: B

Utilities/Services

Electric	Duke Energy
Water	Orange County
Recycling (Friday)	Orange County
Trash (Friday, Tuesday)	Orange County
Yard Waste (Wednesday)	Orange County

Elected Officials

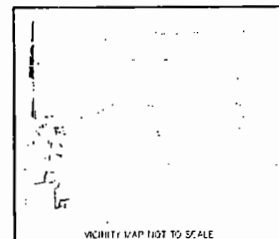
State Senate	Kelli Stargel
School Board Representative	Pam Gould
State Representative	Eric Eisnaugle
US Representative	Daniel Webster
County Commissioner	S. Scott Boyd
Orange County Property Appraiser	Rick Singh

SHEET 2

MATCH LINE

SHEET 3

SHEET MAP
NOT TO SCALE



LEGAL DESCRIPTION: 1 SCHEDULE "A" OF TITLE POLY 111

TRAIT A, BUILEM BAY - LEFT THREE FOLLOWING TO THE HALL IN PLAT MESSEGE
AS RECORDED IN PLAT BOOK 12, PAGE 4, MICHIGAN RECORDS OF PLAT COUNTY,
FLORIDA

PARCEL D
 TRACK A, PERLST OF LOGS P. 3, TO THIS TRACK B, BUTLER GA. UN-1-10-12
 ACCORDING TO THE MAP OR F-1, THERE IS NO RECORD OF PLANT 25
 PAGE 118, FROM: RECORDS OF GREAT COMPTON, 1908-1914

PARCEL E

TOGETHER WITH A NON-EXCLUSIVE PERPETUITY EASEMENT FOR EXPRESS, EGRESS
AND UTILITIES FOR THE BENEFIT OF PARCEL A FURTHER TO THE LEFT, A
GRANT OF EASEMENT FOR EXPRESS, EGRESS AND UTILITIES TO THE BENEFIT OF
PARCEL B, AND TO THE RIGHT OF THE EASEMENT, THE FOLLOWING:

DATED DECEMBER 27, 1988 AND RECORDED DECEMBER 29, 1988 IN P.M. BOOK
NO. 3, PAGE 475 PUBLIC RECORDS OF CHANDLER COUNTY, ILLINOIS

ALSO TOGETHER WITH A NON-EXCLUSIVE REPRESENTATION, EMPLOYMENT FOR VENDOR, AND RECEIPTING BUSINESS AND EGRESS FOR ONE MONTH OF CANCELS A PUNISHMENT TO THAT CERTAIN, FURNISHING AGREEMENT ENTERED BY, OUTLET FOR ASSOCIATION, INC. TO AND IN FAVOR OF AMERICA GOLF PARTNERS DATED NOVEMBER 20 1993 AND RECORDED IN LIBRARY 3, 1993 IN O.P. BOOK 4251, PAGE 1842, BY RE-RECORDED IN O.P. BOOK 4251, PAGE 1857. PUBLIC RECORDS OF CHATTAHOOCHEE COUNTY, FLORIDA

ALSO TOGETHER WITH A NON-EXCLUSIVE PERPETUAL EASEMENT OVER THE PLANT
AND FOOT OF EACH RESPECTUAL LOT WHERE BUILT ONE OR MORE MOBILE HOMES
AGREING PARCEL A FOR THE PURPOSE OF MAINTAINING A GAS PIP BUFFER AREA
BETWEEN PARCEL A AND RESIDENTIAL LOTS, FOR THE BENEFIT OF PARCEL A
PURSUANT TO A WRIT IN SECTION 3 OF THAT PARCEL, AND THE EASEMENT OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUILT ONE OR MORE MOBILE
HOMES, TO BE HEREINAFTER LATER, AND ALSO BUILT ESTATE, TO
PURCHASE 1/2 OF MOBILE HOME, PAGE FOUR, PUBLIC RECORDS OF ORANGE COUNTY,
FLORIDA

1. BEARINGS ARE BASED ON THE IMPROVED EAS"
RIGHT-OF-WAY LINE OF THE HAZARD ROAD AS LOCATED 40'E
ASSUMED

3. ALL BOUNDARY DIMENSIONS AS PER PLAN SHEETS 10-10 & 11
(U) WHICH DEPICTS MEASURED IN FIELD.

4. SURVEYOR PULLED CH OLD PUBLIC NATIONAL FILE
INSURANCE COMPANY FILE POLICY CONCURRENT INC
-07-5011-0816 WITH AN EFFECTIVE DATE OF FEBRUARY, 1951

2. NO UNDERGROUND EDUCATIONS, INCLUDING 32 UNDERGRADUATE


8 ALL BEARINGS AND INSTANCES SHOWN ARE IN ACCORD WITH
9 THE RECORD PLATS EXCEPT AS SHOWN
10 THIS SURVEY UPDATES AN ORIGINAL SURVEY OF JULY 1912
11 DATED DECEMBER 15, 1908
12 TOTAL AREA OF SURVEYED LANDS IS 10336.6 ACRES

11. BUTLER BAY DRIVE NORTH - TRACT 15. A PRIVATE ROAD OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

13. ADDITIONS OR DELETIONS TO THIS SURVEY, WITHOUT THE EXPRESSED CONSENT OF THE SOUNDINGS, PLEASED ARE EXPRESSLY FORBIDDEN.

SURVIVOR'S CERTIFICATE
 TO BRADY CECILIA, DO BORN, AUSTIN, TEXAS, U.S.A., DECEASED
 NATIONAL LIFE INSURANCE COMPANY, POLICY NO. 1000000000, AND THE
 SURVIVOR, U.S.A., DO BORN, AUSTIN, TEXAS, U.S.A., DECEASED
 AND THE SURVIVOR, U.S.A., DO BORN, AUSTIN, TEXAS, U.S.A., DECEASED

[illegible][illegible][illegible]

 Michael T. Rudd ATTORNEY AT LAW 10000 W. 10th Ave., Suite 200 Denver, CO 80231 (303) 751-1000		PREPARED FOR: ESPANOL LINGUA 10000 W. 10th Ave., Suite 200 Denver, CO 80231 (303) 751-1000		PREPARED FOR: MINNEAPOLIS GOLF & COUNTRY CLUB 10000 W. 10th Ave., Suite 200 Denver, CO 80231 (303) 751-1000		PREPARED FOR: MINNEAPOLIS GOLF & COUNTRY CLUB 10000 W. 10th Ave., Suite 200 Denver, CO 80231 (303) 751-1000	
NAME: MINNEAPOLIS GOLF & COUNTRY CLUB ADDRESS: 10000 W. 10th Ave., Suite 200 CITY: DENVER STATE: CO ZIP: 80231		NAME: MINNEAPOLIS GOLF & COUNTRY CLUB ADDRESS: 10000 W. 10th Ave., Suite 200 CITY: DENVER STATE: CO ZIP: 80231		NAME: MINNEAPOLIS GOLF & COUNTRY CLUB ADDRESS: 10000 W. 10th Ave., Suite 200 CITY: DENVER STATE: CO ZIP: 80231		NAME: MINNEAPOLIS GOLF & COUNTRY CLUB ADDRESS: 10000 W. 10th Ave., Suite 200 CITY: DENVER STATE: CO ZIP: 80231	
DATE: 10/10/2000 TIME: 10:00 AM		DATE: 10/10/2000 TIME: 10:00 AM		DATE: 10/10/2000 TIME: 10:00 AM		DATE: 10/10/2000 TIME: 10:00 AM	

00004

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Limited Liability Company**

WINDERMERE COUNTRY CLUB, LLC

Filing Information

Document Number	L11000029905
FEI/EIN Number	45-0897313
Date Filed	03/10/2011
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	10/18/2011
Event Effective Date	NONE

Principal Address2710 BUTLER BAY DRIVE NORTH
WINDERMERE, FL 34786

Changed: 04/16/2012

Mailing Address2710 BUTLER BAY DRIVE NORTH
WINDERMERE, FL 34786

Changed: 04/16/2012

Registered Agent Name & AddressGASDICK, MICHAEL JESQ.
390 N. ORANGE AVE.
SUITE 260
ORLANDO, FL 32801**Authorized Person(s) Detail****Name & Address**

Title MGR

DECUNHA, BRYAN
3324 GUELPH LINE, BURLINGTON
ONTARIO, CANADA L7R 3X4, XX XX**Annual Reports**

Report Year	Filed Date
2013	04/18/2013
2014	05/16/2014
2015	02/17/2015

Document Images02/17/2015 -- ANNUAL REPORT[View image in PDF format](#)05/16/2014 -- ANNUAL REPORT[View image in PDF format](#)07/02/2013 -- AMENDED ANNUAL REPORT[View image in PDF format](#)04/18/2013 -- ANNUAL REPORT[View image in PDF format](#)04/16/2012 -- ANNUAL REPORT[View image in PDF format](#)10/18/2011 -- LC Amendment[View image in PDF format](#)03/10/2011 -- Florida Limited Liability[View image in PDF format](#)[Copyright © and Privacy Policies](#)

State of Florida, Department of State

Appendix 2.C.

Land Use Plan
for
Lake Butler Bay Cluster Development Plan

Orange County, FL

Parcel Id. No.:
01-23-27-1108-00-001
01-23-27-1117-00-001

Sheet Id.	Sheet Index		Date
	Sheet Title		
C1.00	Existing Conditions		
C2.00	Land Use Plan		
C3.00	Site Data		
<u>Reference Drawings</u>			
Boundary Survey			

Applicant:
Windermere Country Club
2710 Butler Bay Dr. N.
Windermere, FL 34786
(407) 547-7774



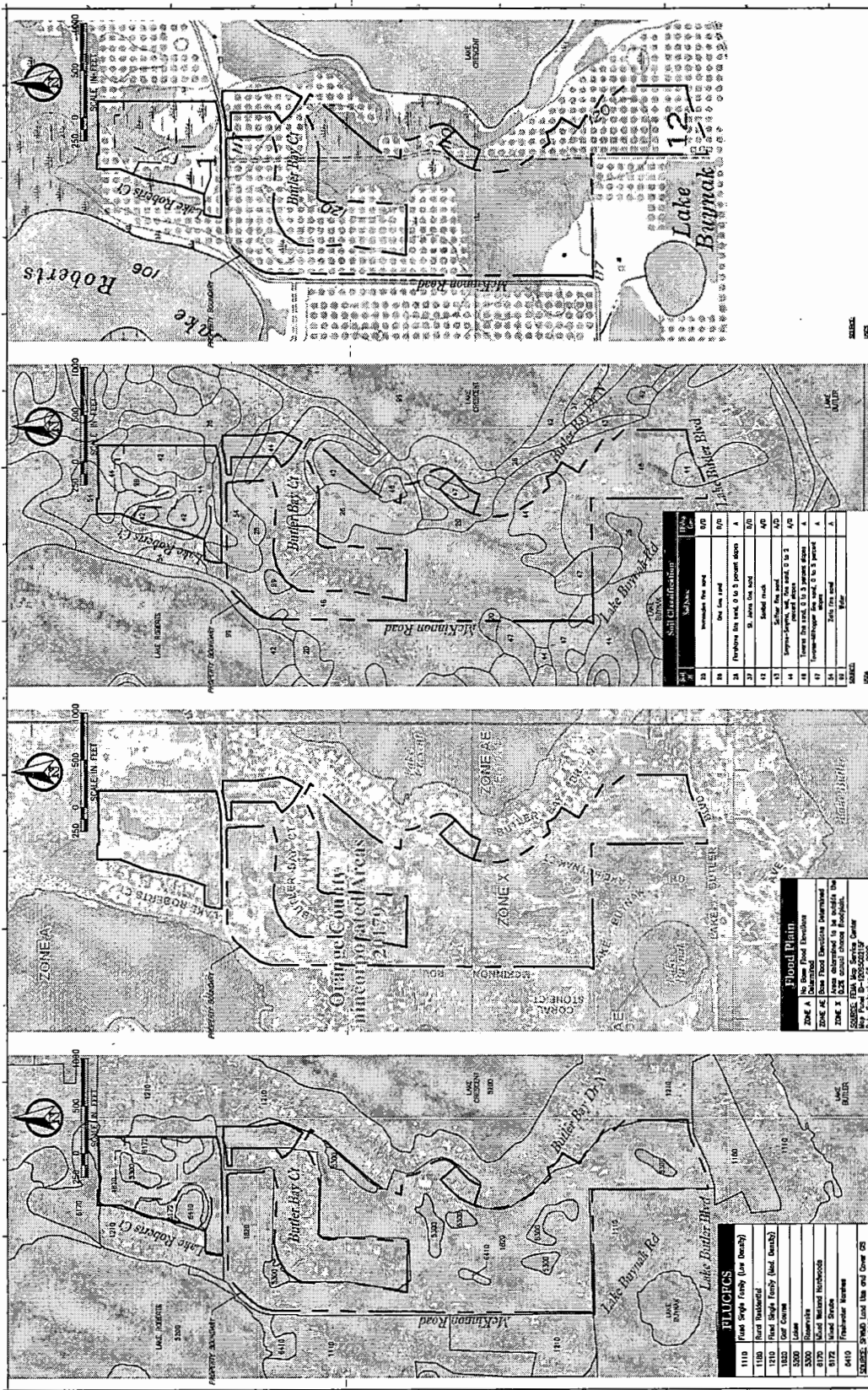
Civil Engineer:
Poulos & Bennett, LLC
4625 Holder Ln., Suite B
Orlando, FL 32814
407.487.2594

Surveyor:
Land Tech Surveying & Mapping
330 S. Central Ave.
Orlando, FL 32702
407.365.1036
407.365.1838

Environmental Consultant:
Bio-Tech Consulting, Inc.
2002 E. Robinson St.
Orlando, FL 32803
407.894.5569
407.894.5570

POULOS & BENNETT
4625 Holder Lane, Suite B, Orlando, FL 32814
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567
15-101

Filing # 49873867 E-Filed 12/09/2016 05:09:48 PM

FLU/CFCS Map

FEMA Map

Soils Map

Quadrangle Map

[illegible]

Lake Butler Bay Cluster Development Plan

Subscribed To
ORANGE COUNTY, FL.

Plant Type: EXISTING CONDITIONS

Sheet 763.

C1.00

DATE August 17, 2015

POULOS & BENNETT
Poulos & Bennett, LLC
4250 McGee Lane, Suite R, Columbia, IL 61241
Tel: 815-467-2764, 800-Pol-1-Search.com
Fax: 815-467-2661

EXISTING DATA SUMMARY

GENERAL INFORMATION:
LOCATION: SOUTH AND EAST OF THE DAVILL WESTER WESTERN BELTWAY, NORTH OF LAKE BUTLER,
AND IN THE WEST PART OF LAKE CRUSANT.

AREA:
13.3 AC. CIVIL GOLF COURSE AREA PER SECONDARY SURVEY
12.8 AC. TOTAL PLATTED COOPERATION AREA
142.7 AC. NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY

EXISTING USE:
GOLF COURSE / CLUB HOUSE / TENNIS COURTS

PROPOSED USE:
RESIDENTIAL, SINGLE FAMILY DETACHED

EXISTING ZONING / DENSITY:
R-40-C (6.0) D(AC)

PROPOSED ZONING / DENSITY:
R-40-C / 2.0 D(AC)

FUTURE LAND USE:
RURAL SETTLEMENT 3/2

WATER SERVICE:
ORANGE COUNTY UTILITIES - SERVICE AVAILABLE VIA ACCESSORY ROAD AND LAKE BUTLER BLVD

WASTEWATER SERVICE:
ORANGE COUNTY

RECREATION WATER SERVICE:
ORANGE COUNTY UTILITIES - SERVICE NOT AVAILABLE

STORMWATER:
THE PROJECT WILL BE SERVED BY A MASTER STORMWATER SYSTEM. THE MASTER STORMWATER
SYSTEM WILL BE DESIGNED TO MEET THE REQUIREMENTS OF THE ORANGE COUNTY WATER
REGULATIONS AND SOUTH FLORIDA WATER MANAGEMENT DISTRICT REGULATIONS. THE LOCATIONS
AND SIZE OF THE MASTER STORMWATER MANAGEMENT FACILITIES WILL BE DETERMINED AT
THE PRELIMINARY SUBDIVISION PLANS AND FINAL CONSTRUCTION PLANS AT A LATER DATE.

NEIGHBORHOOD PARK:
OWNERSHIP AND MAINTENANCE WILL BE DETERMINED AT A LATER DATE.

- NOTES:
1. ACCESS RIGHTS TO ADJACENT ROADS AND LAKE BUTLER BOULEVARD TO BE ADDRESSED AT THE
PRELIMINARY SUBDIVISION PLANS.
 2. GAS ACCESS RIGHTS TO BE ADDRESSED AT THE PRELIMINARY SUBDIVISION PLANS. ARTICLE VII
OF THE LAND DEVELOPMENT CODE AND SHALL BE ADDRESSED AT THE PRELIMINARY
SUBDIVISION PLANS.
 3. SUBDIVISION ROADWAY CROSS SECTIONS SHALL BE DEVELOPED AND APPROVED WITH THE PSP.

LOT STANDARDS

MIN. LOT SIZE	0.5 AC.
MIN. LOT WIDTH	100 FT
MIN. LOT AREA	1,500 SF
MAX. BUILDING FOOTPRINT	5,000 SF
MAX. LOT COVERAGE	10%

SETBACKS

FRONT	30 FT
SIDE	40 FT
REAR	25 FT
WATER	50 FT

LAND USE & SITE DATA SUMMARY

Land Use District	Total Area (AC)	Conservation Area (AC)	Developable Area (AC)	Net Density	Total Units Allowed (per 100 Acres)	Proposed Units	Stumpwater Allowed Area (SQ. FT.)	Common Open Space (AC)	Recreation / Park (AC)
Residential	156.30	22.8	142.70	1 du./acre	142 ⁽¹⁾	95 ⁽²⁾	21.81	0	0.78

- (1) Developable Area: The gross land area excluding natural water bodies (as measured to the Normal High Water Elevation) and designated conservation (wetlands) areas.
(2) See Allowable Unit Calculation
(3) Open Space: Per Orange County Code 24-296(e), Residential Cluster Developments with Gross Density less than or equal to 1 unit/acre, no minimum open space is required.
(4) Recreation/Park: Per Orange County Subdivision Regulations, recreation/park space required - 2.5 AC/1000 residents, 1.2 residents per home.

STUDENT POPULATION PER D.E.		
School Type	Residential Units	Student Population
Elementary Schools	95	30
Middle School Students	95	30
High School Students	95	60
Total Students		60

SITE PEAK GENERATION						
DESCRIPTION	PEAK CODE	PEAK YEAR	PEAK MONTH	PEAK DAY	PEAK HOUR	PEAK VALUE
WATER FLOW	7.0	10.25	0.78	1.05	0.5	0.24

ALLOWABLE UNIT CALCULATIONS

1. NET DEVELOPABLE AREA WITHIN GOLF COURSE PARCELS:
136.3 AC. TOTAL GOLF COURSE PARCELS AREA
12.8 AC. TOTAL PLATTED COOPERATION AREA
142.7 AC. NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY
2. NET DEVELOPABLE AREA WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE AREA:
472.8 AC. TOTAL NET DEVELOPABLE AREA WITHIN CLUSTER PLAN (PER EXISTING
CLUSTER PLAN)
142.7 AC. NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY (PER
CALLOUTS ABOVE)
310.1 AC. NET DEVELOPABLE AREA WITHIN CLUSTER PLAN OUTSIDE OF GOLF
COURSE AREA
3. TOTAL DEVELOPABLE UNITS (ON LAND) WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE
PROPERTY:
310.1 AC. X 2.0 UNITS/AC. = 620 UNITS
4. EXISTING BUILD UNITS TO BE ALLOCATED TO GOLF COURSE PROPERTY:
127 UNITS TOTAL EXISTING PLATTED UNITS IN CLUSTER PLAN (PER PLATS)
327 UNITS - 127 UNITS = 47 UNITS
5. ALLOWABLE UNITS ON GOLF COURSE PROPERTY
142.7 AC. NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY
142 UNITS TOTAL UNITS BASED ON 1 UNIT/AC.
142 UNITS - 47 UNITS = 95 UNITS

City Map

Coordinate

NO. 1000
SUPPLEMENTARY NOTES
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Appendix 3.

Summary Report
Case # RZ-15-10-038
Project Manager: Steven Thorp

October 21, 2015 DRC Meeting
Commission District: # 1

GENERAL INFORMATION

APPLICANT	Jamie Poulos, Poulos & Bennett, LLC
OWNER	Windermere Country Club
HEARING TYPE	Planning and Zoning Commission
PROJECT NAME	Butler Bay Cluster Plan
REQUEST	<p>R-CE-C (Country Estate Cluster District) to R-CE-C (Country Estate Cluster District)</p> <p><i>To rezone two (2) parcels consisting of 155.00 gross acres from R-CE-C to R-CE-C in order to redeveloped an existing private golf course and club house into 95 single family lots and detached residential homes.</i></p>
LOCATION	2710 and 2730 Butler Bay Drive North; or generally located north of Lake Butler Boulevard, between McKinnon Road and Butler Bay Drive North, and southeast of Lake Roberts
PARCEL ID NUMBERS	01-23-27-1108-00-001 and 01-23-27-1117-00-001
TRACT SIZE	155.00 gross acres
PROPOSED USE	95 single family lots and detached residential homes
OUTSTANDING ISSUES	<p>1. Per the recorded Butler Bay Unit III plat, <u>development rights</u> for Tract "A", the Golf Course, were dedicated to the County.</p> <p>2. Per the recorded Butler Bay Unit III plat, <u>access rights</u> for Tract "A", the Golf Course, were dedicated to the County.</p>

IMPACT ANALYSIS

Land Use Compatibility

The R-CE-C (Country Estate Cluster District) zoning, would allow for development that is consistent with the West Windermere Rural Settlement and the residential development in the area. The area surrounding the existing golf course and clubhouse area is exclusively characterized as single-family residential dwelling development with lot sizes of at least a half-acre. The proposed development would maintain the consistency of surrounding lot sizes and residential product types in the adjacent developments.

However, issues of compatibility and previous development commitments remain. The golf course has been used as open space and a recreational area for the Butler Bay Subdivision and community at large, since the late 1980's.

Additionally, there were restrictions placed within a recorded development agreement and plat for Butler Bay Unit III that dedicated the development rights of the property and access to Orange County. There is a reasonable expectation that the community considers these restrictions in perpetuity. Redevelopment of the golf course and removal of the open space could be considered as an adverse impact to the immediate community.

Comprehensive Plan (CP) Consistency

The subject property is located within the West Windermere Rural Settlement and has a CP Future Land Use Map designation of RS 1/1 (Rural Settlement 1/1). This designation recognizes areas suitable for large lot, single family development at a maximum residential density of one (1) dwelling unit per developable acre.

The requested R-CE-C zoning is consistent with the underlying RS 1/1 FLUM designation and also allows a maximum residential density of one (1) dwelling unit per developable acre. However, the R-CE-C zoning allows residential lots to be "clustered" with minimum 1/2 acre lots.

Notwithstanding the concerns with existing plat restrictions and previous developer commitments, the following Comprehensive Plan (CP) provisions are applicable to the requested R-CE-C zoning, and may be considered for purposes of determining consistency:

OBJ FLU8.2 states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

FLU8.1.1 states that the zoning and future land use correlation shall be used to determine consistency with the Future Land Use Map. Land use compatibility, the location, availability and capacity of services and facilities, market demand, and environmental features shall also be used in determining which specific zoning district is most appropriate. Density is restricted to the maximum and minimum allowed by the Future Land Use Map designation regardless of zoning. Density shall be calculated by the total number of units divided by developable land. (Nature lakes and designated Conservation Areas are excluded from the gross land area.)

FLU8.2.1 states that land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use map change.

OBJ FLU6.2 states Rural Settlements provide for a rural residential lifestyle. In some instances, Rural Settlements allow a transition of rural areas adjacent to the Urban Service Area while avoiding development in active agricultural areas. Rural Settlements were intended to recognize and preserve existing development patterns at the time the CP was adopted in 1991. The creation of Rural Settlements recognized

the need to maintain agricultural areas and rural uses in the rural services area while providing for rural communities.

FLU6.2.1 states that Rural Settlements were implemented to recognize communities that existed at the time of the 1991 CPP adoption. This policy change is being implemented as part of this update's strategy to focus development within the County's USA and discourage the proliferation of extended Rural Settlement boundaries. In addition this policy will allow time for vacant and committed lands within existing Rural Settlements to develop as a means of satisfying this style of living.

FLU6.2.5 states that the permitted densities and intensities of land use within the Rural Settlements shall maintain their rural character. Factors to be considered shall include lot size, open space and views, tree canopy, building location and orientation, and compatibility with existing land uses. Density and Floor Area Ratio (FAR) calculation shall be defined as the language specified in Future Land Use Element Policy FLU1.1.2(C).

FLU6.2.6 The Future Land Use Map shall reflect the permitted densities of development within the Rural Settlements. Clustering of units with dedicated open space shall be allowed so long as the overall density does not exceed that specified on the Future Land Use Map. Density and Floor Area Ratio (FAR) calculations shall be defined as the language specified in the Future Land Use Element Policy FLU1.1.2(C). (Added 8/92, Ord. 92-24; Amended 8/93, Ord. 93-19; Amended 6/10, Ord. 10-07, Policy 1.1.11).

Clustering shall be supported to maintain the rural character through preservation of open space and lot layout and design. Generally, recognized and accepted conservation subdivisions can be used where they minimize impacts on areas with rural character provided their use is consistent with the overall intent of Rural Settlement boundaries.

Clustering, with permanent protection of open space, shall be encouraged or required for all new development and redevelopment within the Wekiva Study Area, based on location, i.e., Urban Service Area, Rural Service Area, Rural Settlement, Growth Center and overall project acreage. The County shall evaluate incentives to further the implementation of open space preservation and maximum impervious surface ratios and include these in the Land Development Code by January 1, 2007.

GOAL OS1 It is a goal of Orange County to protect and preserve valuable open space resources.

Community Meeting Summary

A community meeting was held on October 13, 2015 at Windermere Elementary School. Excluding the applicant and various Orange County staff, 191 residents were in attendance. Community residents were adamantly opposed to the request, and the proposed redevelopment of the golf course. Issues raised included, the perception of incompatibility, the expectation of green space, increased traffic, stormwater runoff (including impacts to surrounding lakes), and general mistrust of the existing property owner.

SITE DATA

Existing Use	Golf Course and Club House
Adjacent Zoning	N: A-1 (Citrus Rural District) (1957)
	E: R-CE-C (Country Estate Cluster District) (1985)
	R-CE-C (Country Estate Cluster District) (2000)
	W: A-1 (Citrus Rural District) (1957)
	R-CE-C (Country Estate Cluster District) (1985)
	R-CE (Country Estate District) (1971)
	PD (Planned Development District, Windermere Estates) (1994)
	R-CE (Country Estate District) (1986)
	S: R-CE-C (Country Estate Cluster District) (1985)
Adjacent Land Uses	N: Single-family residential
	E: Single-family residential
	W: Single-family residential
	S: Single-family residential

R-CE-C (COUNTRY ESTATE CLUSTER DISTRICT) DEVELOPMENT STANDARDS

R-CE-C District Summary *

Min. Lot Area:	1/2 acre (21,780 sq. ft.)
Min. Lot Width:	100 ft.
Max. Height:	35 ft.
Min. Living Area:	1,500 sq. ft.
Building Setbacks:	
Front:	30 ft.
Rear:	25 ft.
Side:	10 ft.
Side Street:	15 ft.

* These regulations may not reflect the actual requirements for all situations; see the Orange County Zoning Code for actual regulations for site requirements for this zoning district.

Permitted Uses

The intent and purpose of the R-CE-C zoning district is to provide an alternative approach to residential development under specified residential zoning districts. The R-CE-C district enhances the living environment through the creation of permanent open space and provides flexibility in lot size, housing styles and building placement for a variety in development design compatible with abutting development. The district maintains gross densities compatible with and equal to those possible under the conventional zoning.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code and single-family dwellings, home occupations (as defined in Sec. 38-1 of the Orange County Code), citrus and fruit crop cultivations, etc.

SPECIAL INFORMATION

Subject Property Analysis

The subject 155.00 gross acre property is located at 2710 and 2730 Butler Bay Drive North and is currently developed with a golf course and associated clubhouse. Through this request, the applicant is seeking to rezone from R-CE-C (Country Estate Cluster District) to R-CE-C (Country Estate Cluster district) in order to redevelop the subject property into a maximum of 95 single family lots and detached residential homes. Consistent with the underlying Rural Settlement 1/1 Future Land Use Map (FLUM) designation and R-CE-C zoning, residential density would be limited to 1.0 unit per developable acre, with a minimum lot size of a half (1/2) acre. This request is being brought to the Development Review Committee (DRC) in order to satisfy the requirements of Orange County Code Section 38-552, which states that a proposed R-CE-C (Cluster Development Plan) be reviewed by the planning, zoning, and engineering departments, as well as other appropriate county departments.

Comprehensive Plan (CP) Amendment

A CP amendment is not required for this application, as the requested zoning is consistent with the underlying Rural Settlement 1/1 (RS 1/1) Future Land Use Map designation.

State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

Rural Settlement

The subject property is located within the West Windermere Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Airport Noise Zone

The subject property is not located in an Airport Noise Zone.

Environmental

Wetlands and surface waters are located on site. An Orange County Conservation Area Determination application CAD-15-08-106 was submitted on August 11, 2015 and it is in progress. The CAD must be completed with a certified survey of the conservation area boundary approved by the Environmental Protection Division (EPD) prior to submitting any development plan or permit application.

No construction, clearing, filling, alteration or grading is allowed within or immediately adjacent to a conservation area without first obtaining permission from EPD. Reference Orange County Code Chapter 15, Article X, Section 15-376. Approval of this request does not authorize any direct or indirect impacts to conservation areas or protective buffers. The recorded subdivision plat shows mitigation areas and conservation easements that have to be respected or vacated.

Development of the subject property shall comply with all state and federal regulations regarding wildlife and plants listed as endangered, threatened, or species of special concern. The applicant is responsible to determine the presence of listed species and obtain any required habitat permits from the U.S. Fish and Wildlife Service (USFWS) and/or the Florida Fish & Wildlife Conservation Commission (FWC).

This project site has a prior land use that may have resulted in spillage of petroleum products, fertilizer, pesticide or herbicide. Prior to the earlier of platting, demolition, site clearing, grading, grubbing, review of mass grading or construction plans, the applicant shall provide documentation to assure compliance with the Florida Department of Environmental Protection (FDEP) regulation 62-777 Contaminant Cleanup Target Levels, and any other contaminant cleanup target levels found to apply during further investigations, to the Orange County Environmental Protection and Development Engineering Divisions.

If a septic system is required or in use, the applicant shall notify the Florida Department of Health (FDOH), Environmental Health Division, about the septic system permit application, modification or abandonment. Residential lots shall be configured to meet requirements of the Individual On-Site Sewage Disposal Ordinance regarding setbacks, lot size, soils and elevations. Reference Orange County Code Chapter 37, Article XVII.

Transportation / Access

Based on the Concurrency Management System database dated August 31, 2105, capacity is available to be encumbered for this project. This information is dated and is subject to change.

Based on the 9th Edition of ITE, the proposed development will generate 1,002 daily and 100 PM peak hour trips. The applicant will be required to obtain an approved capacity encumbrance letter prior to obtaining a building permit. A traffic study will also be required for review and approval by Transportation planning.

Code Enforcement

There are no active code enforcement violations on the subject properties.

Water / Wastewater / Reclaim

	<u>Existing service or provider</u>	
Water:	Orange County Utilities	A 24 inch water main is located in the Mckinnon Road right of way abutting the site.
Wastewater:	Orange County Utilities	The nearest wastewater main is a four inch force main located on Mckinnon Road at Casabella Drive. There is 6 inch force main located on Lake Whitney Drive at Longmeadow Way
Reclaim Water:	Orange County Utilities	The nearest reclaimed water main is an 8 inch main located on Mckinnon Road at Lake Butler Blvd.

Schools

OCPS review of the request and need for a Capacity Enhancement Agreement is pending.

Parks and Recreation

The Parks and Recreation Division reviewed the request, but did not provide any objections.

Specific Project Expenditure Report and Relationship Disclosure Form

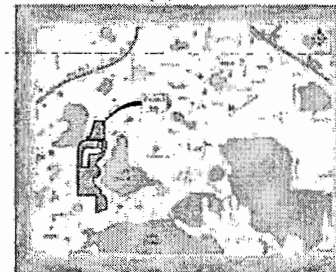
The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

Land Use Plan
for
Lake Butler Bay Cluster Development Plan
Orange County, FL

Parcel Id. Nos:
01-23-27-1105-00-001
01-23-27-1117-00-001

Sheet No.	Sheet Index Sheet Title	Date
01.00	Starting Conditions	
02.00	Land Use Plan	
03.00	Site Plan	
	Relocation Drawings	
	Revised Survey	

Applicant:
Windermere Country Club
2700 Butler Bay Dr. SE
Windermere, FL 34786
(817) 547-7774



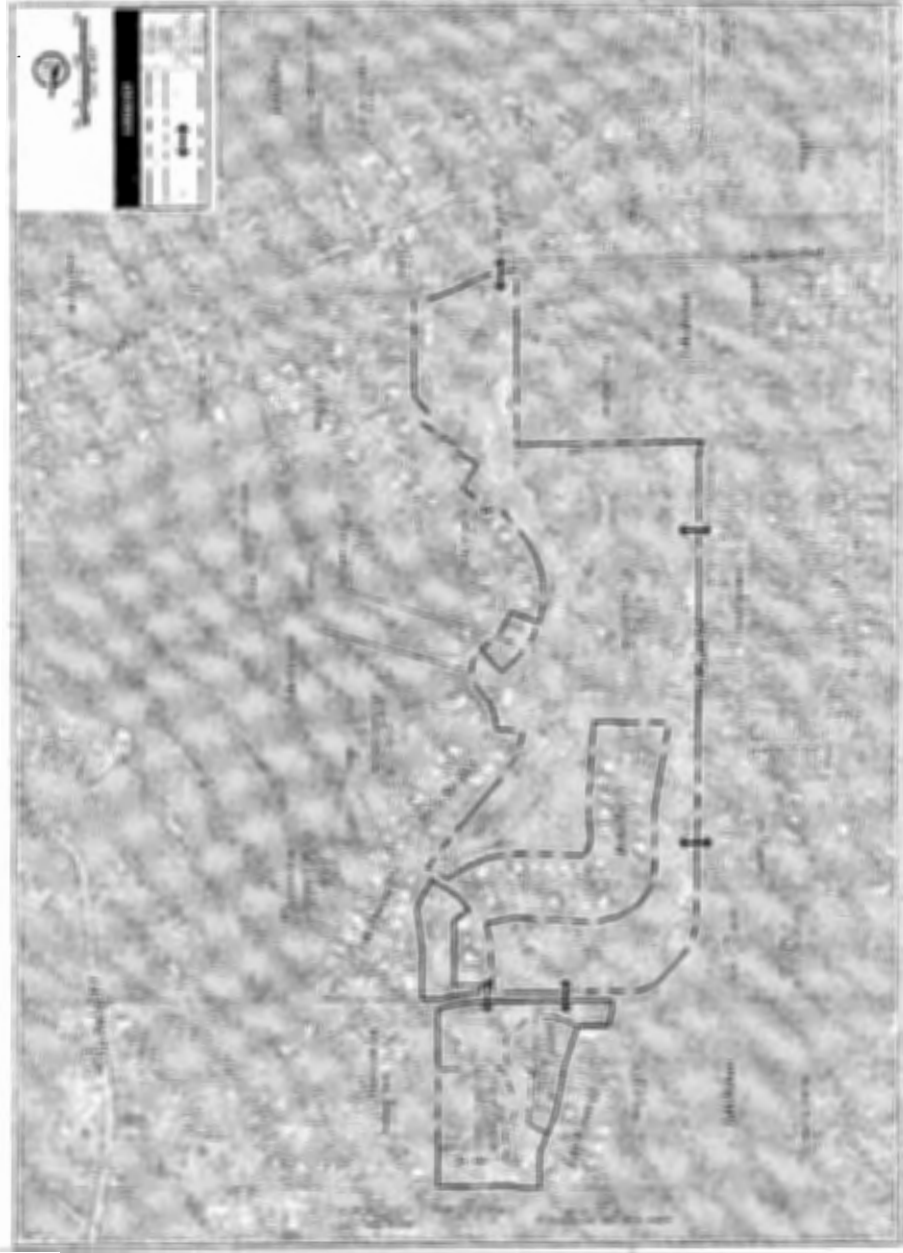
Vicinity Map
Scale: 1" = 1 mile

Prepared by:
Parker & Berman, LLC
4250 Lakeview Avenue
Orlando, FL 32834
(407) 401-1234

Surveyed by:
Land Tech Surveying & Mapping
1000 N. Orange Ave.
Orlando, FL 32837
(407) 521-1111

Reviewed by:
Bio-Tech Consulting, Inc.
4001 E. Colonial Ave.
Orlando, FL 32817
(407) 401-1234

FOULKE & BENNETT
4025 Green Lake Drive S., Orlando, FL 32834
Tel: (407) 401-1234 Fax: (407) 401-1234
E-mail: info@foulkeandbenett.com
10/03



1. The proposed development is located on the south side of the property, adjacent to the existing development. The proposed development is a residential development consisting of 10 lots. The proposed development is located on the south side of the property, adjacent to the existing development. The proposed development is a residential development consisting of 10 lots.

2. The proposed development is located on the south side of the property, adjacent to the existing development. The proposed development is a residential development consisting of 10 lots. The proposed development is located on the south side of the property, adjacent to the existing development. The proposed development is a residential development consisting of 10 lots.

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5. The proposed development is located on the south side of the property, adjacent to the existing development. The proposed development is a residential development consisting of 10 lots. The proposed development is located on the south side of the property, adjacent to the existing development. The proposed development is a residential development consisting of 10 lots.

[illegible]

Appendix 4.

LETTER OF TRANSMITTAL

To: **Steve Thorp**
Orange County Planning Division
201 S. Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Date: November 10, 2015
Re: Cluster Plan (RZ-15-10-038)
Lake Butler Bay Cluster Development Plan
Project No.: 15-101

The documents below are being sent via: Courier

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Applications | <input type="checkbox"/> Plans | <input type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Floppy/ZIP/CD |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Prints | <input type="checkbox"/> Invoice | <input type="checkbox"/> FYI |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Request | <input checked="" type="checkbox"/> Other |

Quantities	Dated	Description
1		Submittal Letter, dated 11/10/2015
1		Cluster Plan Set, dated 11/10/2015
1		Digital copy of Submittal Package on CD

These are transmitted as checked below:

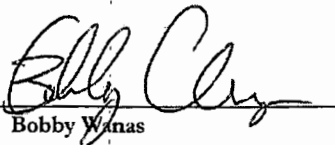
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|--|--|--|--|
| <input checked="" type="checkbox"/> For Approval | <input type="checkbox"/> Approved As Noted | <input checked="" type="checkbox"/> For Review | <input type="checkbox"/> For Your File |
| <input type="checkbox"/> For Your Use | <input type="checkbox"/> Approved As Is | <input type="checkbox"/> As Requested | <input type="checkbox"/> Other |

Remarks:

Please find attached revised documents for approval. Please contact us if you have any questions or require further information at this time.

Copies to: FILE

SIGNED


Bobby Wanas

POULOS & BENNETT

Appendix 4.A.

POULOS & BENNETT

Poulos & Bennett, LLC • 2602 E. Livingston Street • Orlando, Florida 32803 • (407) 487-2594 • www.poulosandbennett.com

November 10, 2015

Steven Thorp
Orange County Planning Division
Development Services Department
201 South Rosalind Avenue, 2nd Floor
Orlando, FL 32801

Subject: Project Name: Lake Butler Bay Cluster Development Plan
Orange County Project Number: RZ-15-10-038
Poulos & Bennett Project Number: 15-101

Dear Steven,

Please accept this resubmittal package for the referenced project. The Cluster plan has been revised to specify certain DRC Conditions of Approval which the County has indicated will be removed from the DRC recommendation. This plan replaces those plans recently submitted on November 6th which were not formerly reviewed. The following revisions include those on the Nov. 6th plans as well as the current COS revisions:

1. Plan has been labeled as "Cluster" Plan and project number RZ-15-10-038 has been referenced, see Cover Sheet.
2. A private driveway access arrow has been added to service Parcel ID 01-23-27-1108-00-001, see Sheet C2.00.
3. See "Stormwater" note on Sheet C3.00 which addresses the stormwater note comment received via email from Pedro Medina dated October 23, 2015.
4. The Reclaimed Water Service note on Sheet C3.00 has been revised to state "Connection to Existing Reclaimed Water to be Determined at the Time of PSP Approval" pursuant to email correspondence from Steven Thorp dated November 5, 2015.
5. Minimum Living Area has been revised to 2,400 SF, see Lot Standards on Sheet C3.00.
6. A "Miscellaneous Notes" section has been added to Sheet C3.00.

In closing, we have provided the revised plan on a CD (in PDF format). Should you have any questions with regards to the submitted information, please do not hesitate to contact me at 407-487-2594 Ext. 733 or via email at mstehli@poulosandbennett.com.

Best Regards,



Marc D. Stehli, P.E.
Poulos & Bennett

Appendix 4.B.

Cluster Plan^Δ

for

Lake Butler Bay Cluster Development Plan

RZ-15-10-038^Δ

Orange County, FL

Parcel Id. No.:

01-23-27-1108-00-001

01-23-27-1117-00-001

Sheet Index		Subm./Rev.					
Sheet Id.	Sheet Title	1	2	3	4	5	6
C1.00	Existing Conditions	■	■				
C2.00	Land Use Plan	■	■				
C3.00	Site Data	■	■				
Reference Drawings							
R1.0	R3.0 Boundary Survey	■	■				
Date		Description					
1	08/19/2015	Submitted To Orange County					
2	11/10/2015	Submitted To Orange County					

Applicant:

Windermere Country Club
2710 Butler Bay Dr. N.
Windermere, FL 34786
(407) 547-7774



Civil Engineer:
Poulos & Bennett, LLC
2602 E. Livingston St.
Orlando, FL 32803
407.567.2594

Surveyor:
Land Tech Surveying & Mapping
350 S. Central Ave.
Orlando, FL 32762
407.305.1036
407.305.1818

Environmental Consultant:
Bio-Tech Consulting, Inc.
2012 E. Robinson St.
Orlando, FL 32803
407.594.5969
407.894.5770

POULOS & BENNETT

2602 E. Livingston St., Orlando, FL 32803
Tel. 407.567.2594 service@poulosandbenett.com
Eng. Bus. No. 25567
15-101

00346

Filing # 49874528 E-Filed 12/09/2016 05:22:58 PM

Conclusions

[illegible]

Lake Butler Bay Cluster Development Plan

RZ-15-10-038

School Tax
ORANGE COUNTY, FL.

Guest Title:
**EXISTING
CONDITIONS**

Street No.: _____

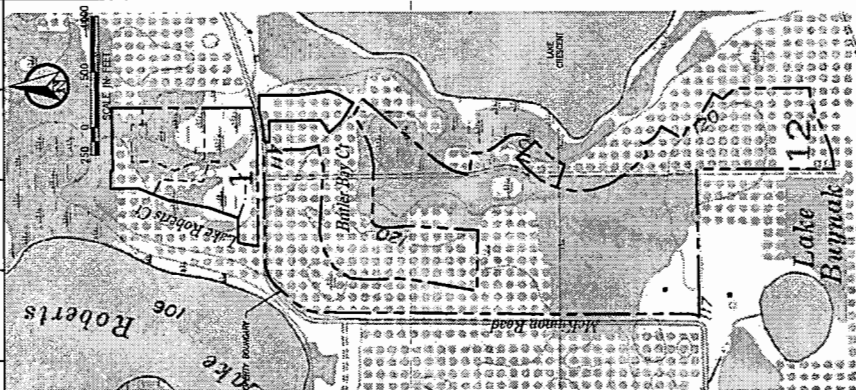
C1.00

DATE November 10, 2015

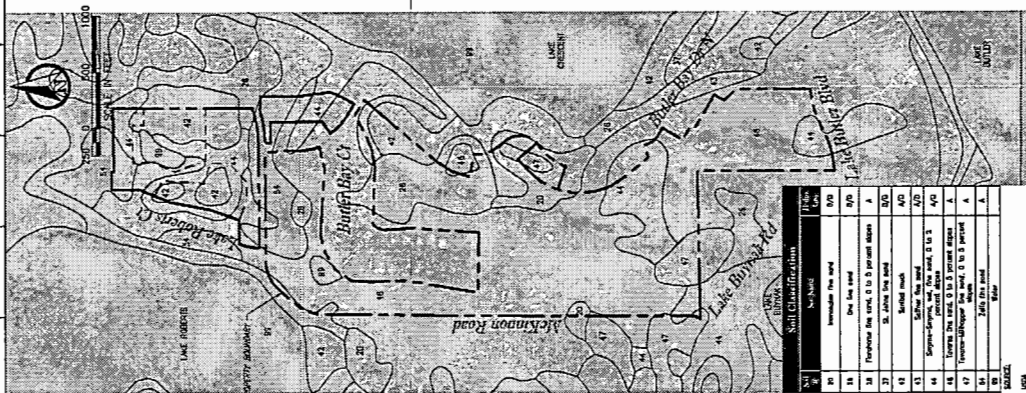
POULOS & DENNETT

Poulos & Bennett, LLC
2675 B. Livingston St., Orlando, FL 32803
Tel: 407.487.2974 www.poulosandbennett.com
Fax: 407.487.2974

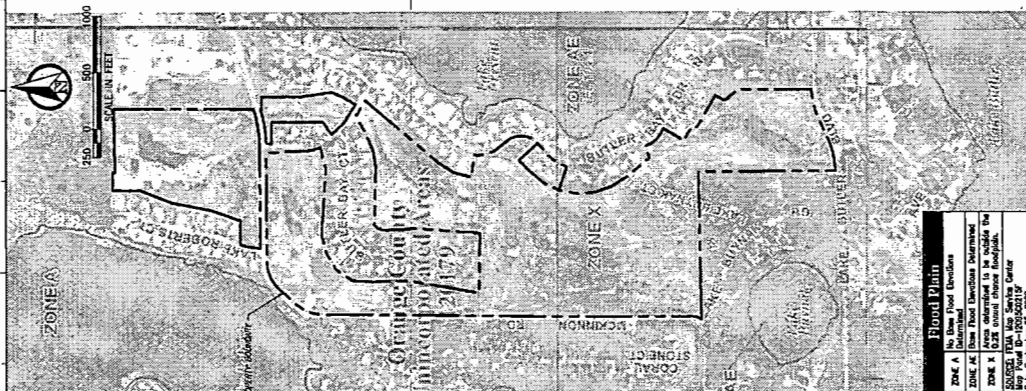
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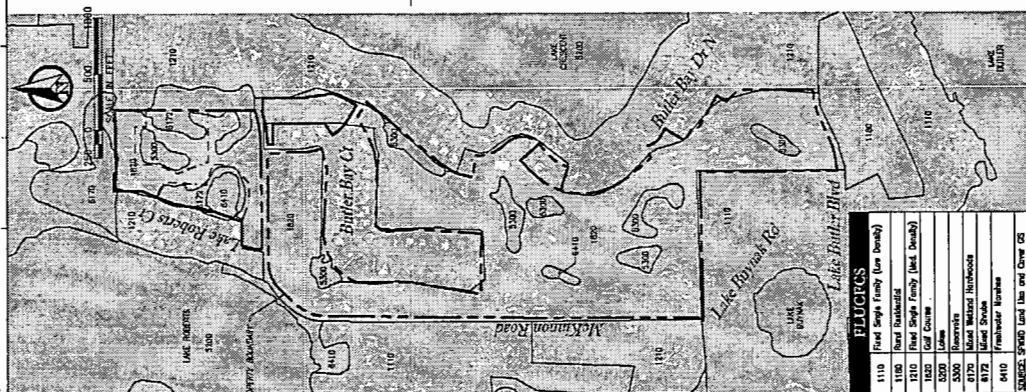
Quadrangle Map



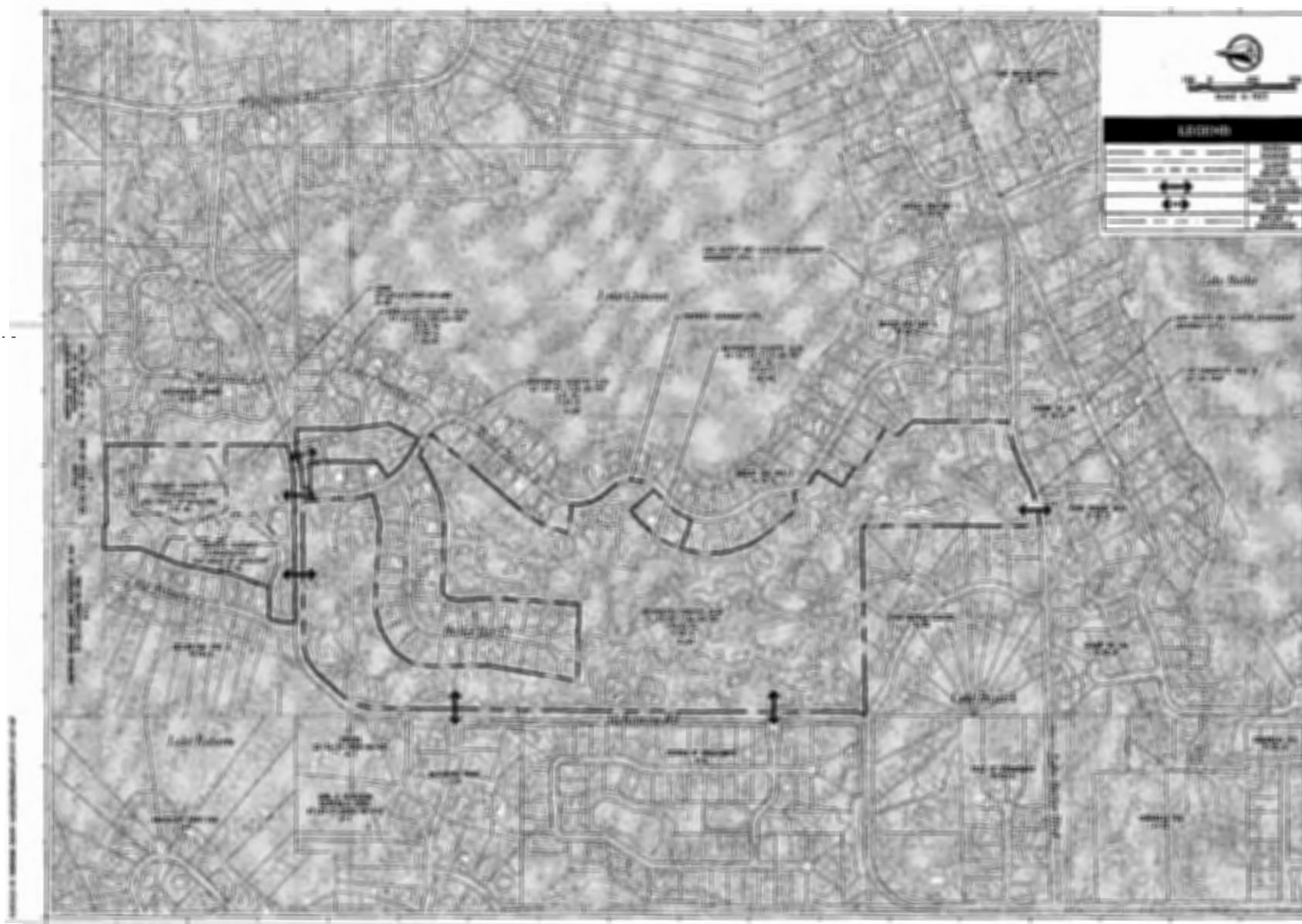
Soils Map



FEMA Map



PLU/CFCs Map



Key Map

Exhibit

APPROVED BY ORANGE COUNTY	
10/15/15 APPROVED BY ORANGE COUNTY	
10/15/15 APPROVED	
APPROVED BY	
APPROVED BY	10/15/15
APPROVED BY	10/15/15
APPROVED BY	10/15/15
APPROVED BY	10/15/15
APPROVED BY	10/15/15
APPROVED BY	10/15/15

Project Name
Lake Butler Bay Cluster Development Plan

RZ-15-10-038

Submitted To
ORANGE COUNTY, FL

Sheet Title
LAND USE PLAN

Sheet No.:
C2.00

DATE: November 10, 2015

POULOS & BENNETT

Poulos & Bennett, LLC
 2025 Enterprise Dr., Suite 101, Ft. Myers, FL 33901
 Tel: 813-422-2224 www.poulosbennett.com
 Dig No 16, 7541

10/15/15

PROJECT DATA SUMMARY

GENERAL INFORMATION:
LOCATION: SOUTH AND EAST IN THE BISHOP WILKES WESTERN HILLS, NORTH OF LAKE BUTLER, AND BOUNDARIES PART OF LAKE CRICKET.

ACRES:
616.9 AC. OVERALL GOLF COURSE AREA PER BOUNDARY SURVEY
122.4 AC. TOTAL PLATTED CONSERVATION AREA
148.7 AC. NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY

EXISTING UNITS:
GOLF COURSE FULL HOUSE / 72 HOUSING UNITS

PROPOSED UNITS:
RESIDENTIAL, SINGLE FAMILY DETACHED

EXISTING ZONING / PERMITS:
R-100 / 100' SETBACK

PROPOSED ZONING / PERMITS:
R-100 / 100' SETBACK

PLATTED LOTS / LOTS:

PLATTED LOTS / LOTS:

WATER SERVICE:

WATER SERVICE:

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LAND USE & SITE DATA SUMMARY

Land Use District	Total Area (Ac)	Conservation Area (Ac)	Developable Area (Ac)	Net Density	Total Units Allowed per Net Acre	Proposed Units	Maximum Allowed Acres (50% of 1)	Common Open Space (Ac)	Recreation / Park (Ac)
Residential	155.30	12.8	142.50	1.0-2.0/acre	142 ^{1/2}	20 ^{1/2}	22.81	0	0.74

(1) Developable Area: The gross land area excluding natural water bodies (as measured to the normal high water elevation) and designated conservation (wetland) areas.

(2) See Allowable Unit Calculation.

(3) Open Space: Per Orange County Code 24-59 (c), Residential Cluster Developments with Gross Density less than or equal to 1 unit/acre, no common open space is required.

(4) Recreation/Park: Per Orange County Code 24-59 (c), Recreation/Park space required is 1-2.5 Ac./1000 residents - 1.2 residents per home.

SCHOOL POPULATION BY TYPE	Residential Units	Multi-Family Units	Student Population
Elementary	95	0.196	39
Middle School	10	0.020	39
High School	15	0.134	11
Total Students			41

BY TRIP GENERATION								
DESCRIPTION	ITE CODE	PEAK TRIP GENERATION RATES*			EMTS	PEAK TRIPS		
		WEEKDAY	AM	PM		DAILY	AM	PM
SINGLE FAMILY	210	10.25	0.78	1.03	66	914	74	914
*NOTE: BASED ON A TRIP GENERATION, STRIP SECTION								

*NOTE: BASED ON ITE TRIP GENERATION - OTHER EDITION

ALLOWABLE UNIT CALCULATIONS

1. NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY

155.3 AC. TOTAL GOLF COURSE PROPERTY AREA

12.8 AC. TOTAL PLATTED CONSERVATION AREA

142.5 AC. NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY

2. NET DEVELOPABLE AREA WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE AREA

42.8 AC. TOTAL NET DEVELOPABLE AREA WITHIN CLUSTER PLAN (PER EXISTING CLUSTER PLAN)

148.7 AC. NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY (PER CALCULATION ABOVE)

340.2 AC. NET DEVELOPABLE AREA WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE AREA

3. TOTAL ALLOWABLE UNITS ON LAND WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE PROPERTY

150.1 AC. X 0.95 UNITS/AC. = 142 UNITS

4. EXISTING PLATTED UNITS TO BE ALLOWED TO GOLF COURSE PROPERTY

127 UNITS TOTAL EXISTING PLATTED UNITS IN CLUSTER PLAN (PER PLATS)

127 UNITS - 142 UNITS = 17 UNITS

5. ALLOWABLE UNITS ON GOLF COURSE PROPERTY

142.7 AC. NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY

142 UNITS TOTAL UNITS BASED ON 1 UNIT/AC.

142 UNITS - 17 UNITS = 125 UNITS

125 UNITS - 142 UNITS = 17 UNITS

17 UNITS - 142 UNITS = 17 UNITS

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Key Map

Coordinate

PROPERTY INFORMATION	NOTES
1. SITE NO. 15-10-038	
2. SITE NO. 15-10-038	
3. SITE NO. 15-10-038	
4. SITE NO. 15-10-038	
5. SITE NO. 15-10-038	
6. SITE NO. 15-10-038	
7. SITE NO. 15-10-038	
8. SITE NO. 15-10-038	
9. SITE NO. 15-10-038	
10. SITE NO. 15-10-038	

Project Name:
Lake Butler Bay
Cluster Development
Plan

RZ-15-10-038

Submitted To:
ORANGE COUNTY, FL
Site Title:
SITE DATA

Sheet No.:
C3.00

DATE: November 15, 2011

FOULOS & BENNETT

Foulos & Bennett, LLC
2402 E. Las Vegas Ave., Suite 100, Ft. Lauderdale, FL 33304
Tel: 954-477-2000 www.foulosandbennett.com
Fax: 954-477-2001

0039

Appendix 4.C.

ALTA / ACSM LAND TITLE AND BOUNDARY LOCATION SURVEY OF: Windermere Golf and Country Club

SHEET 2

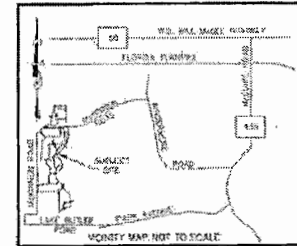
MATCH LINE

SHEET 3

SHEET MAP
NOT TO SCALE

2012004-0-0 (10/07/2012)

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LEGAL DESCRIPTION: (SHEET 2 OF 1000)

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SURVEYOR'S CERTIFICATION:

I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the foregoing is a true and correct statement of the facts and circumstances as shown by the survey and as shown by the records of the Surveyor's Office.

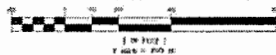
DATE: 10/07/2012

SIGNED: Michael T. Rudd

PROJECT NAME	WINDERMERE GOLF AND COUNTRY CLUB
PROJECT LOCATION	WINDERMERE GOLF AND COUNTRY CLUB, WINDERMERE, FLORIDA
PROJECT OWNER	WINDERMERE GOLF AND COUNTRY CLUB
PROJECT ENGINEER	Michael T. Rudd
PROJECT DATE	10/07/2012
PROJECT STATUS	COMPLETED
PROJECT NOTES	

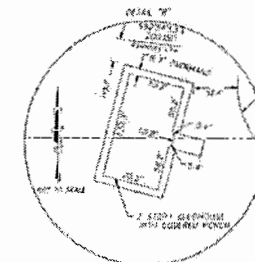
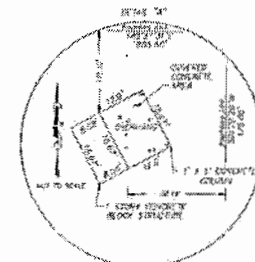
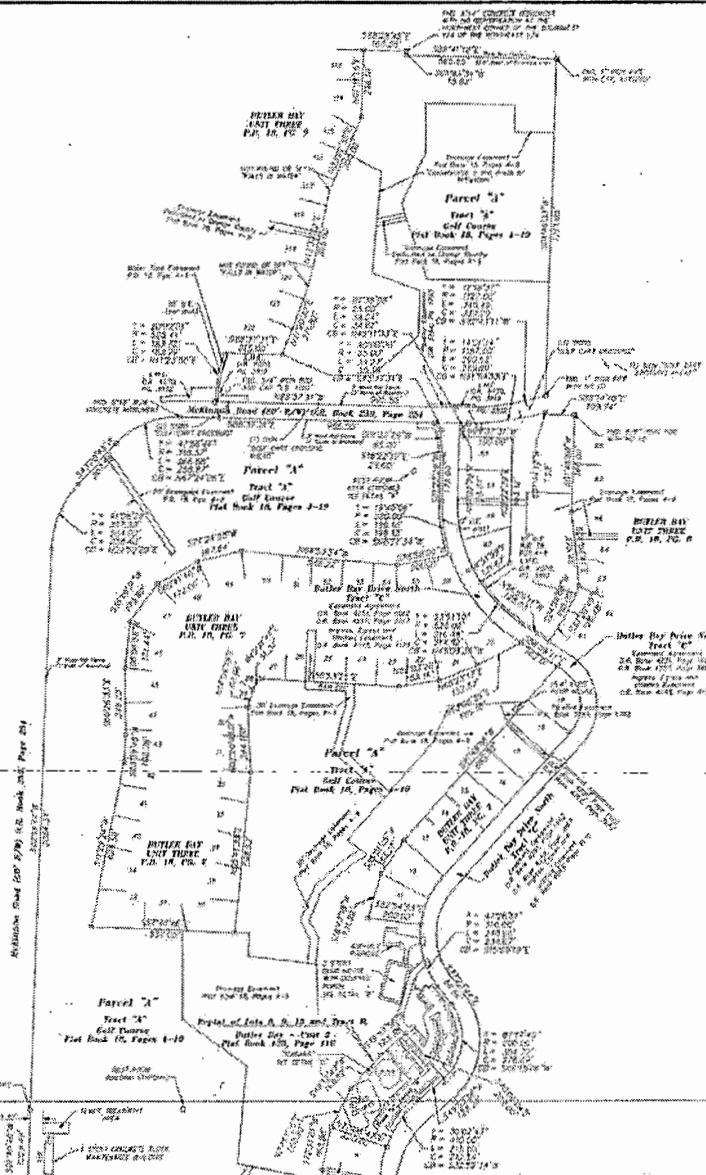


GRAPHIC SCALE



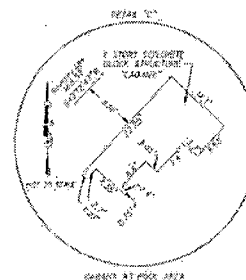
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- 77 = 77" CONC. PIPING (77" DIA. 77' LONG)
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- 94 = 94" CONC. PIPING (94" DIA. 94' LONG)
- 95 = 95" CONC. PIPING (95" DIA. 95' LONG)
- 96 = 96" CONC. PIPING (96" DIA. 96' LONG)
- 97 = 97" CONC. PIPING (97" DIA. 97' LONG)
- 98 = 98" CONC. PIPING (98" DIA. 98' LONG)
- 99 = 99" CONC. PIPING (99" DIA. 99' LONG)
- 100 = 100" CONC. PIPING (100" DIA. 100' LONG)



MATCH LINE
SEE SHEET 3 OF 3

<p>Michael T. Rudd Professional Engineer No. 10000 State of Florida</p>		<p>Bryan Declan Professional Engineer No. 10000 State of Florida</p>	
<p>Project: WINDERMERE GOLF & COUNTRY CLUB Section: 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100</p>		<p>Project: WINDERMERE GOLF & COUNTRY CLUB Section: 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100</p>	
<p>Project: WINDERMERE GOLF & COUNTRY CLUB Section: 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100</p>		<p>Project: WINDERMERE GOLF & COUNTRY CLUB Section: 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100</p>	




Michael T. Rudd
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Appendix 5.

NOVEMBER 19, 2015 MEETING AT PLANNING & ZONING COMMISSION

Windermere Country Club
Butler Bay Cluster Plan
RZ-15-10-038

Presentation in Support of Modification to Existing R-CE-C Zoning

Presented By:

Paul H. Chipok, Esquire
GrayRobinson, PA
301 East Pine Street, Suite 1400
Orlando, FL 32801

Counsel for Golf Course Property Owner

REQUEST

- AMEND R-CE-C – CLUSTER PLAN ON 155 ACRE PROPERTY TO PERMIT 95 SINGLE FAMILY LOTS, MINIMUM ½ ACRE IN SIZE
- COMPLY WITH FLU R 1 TO 1 DENSITY AND R-CE-C 1 UNIT PER 1 ACRE
- MODIFICATION TO EXISTING CLUSTER PLAN TO CONFORM TO CURRENT REGULATIONS

FLORIDA DOES NOT DO ZONING BY
REFERENDUM OR BY POPULAR VOTE

REZONING DECISIONS MUST BE BASED ON
COMPETENT SUBSTANTIAL EVIDENCE

EVIDENCE

- CLUSTER PLAN MODIFICATIONS TO BRING PROPERTY TO CURRENT R-CE-C STANDARD OF 1 UNIT PER 1 ACRE ARE ROUTINELY GRANTED
 - LAKE PICKETT CLUSTER PLAN HAS HAD AT LEAST 5 SUCH MODIFICATIONS

IMPACT ANALYSIS

Land Use Compatibility

The subject property is currently zoned R-CE-C (Country Estate Cluster District) and is developed as the Windermere Golf Course and Country Club and is immediately surrounded by single-family residential homes on ½-acre lots. Through this request, the applicant is seeking to amend the previously approved Butler Bay Cluster Plan in order to redevelop the subject 155.00-acre private golf course and country club with up to 95 single-family detached residential homes on minimum ½-acre lots.

Although the proposed use is compatible and consistent with the surrounding single family development within the Butler Bay Subdivision, it would adversely impact existing adjacent property owners who knowingly purchased lots and homes adjacent to planned open space and recreational areas.

Additionally, as a result of all development and access rights being previously conveyed to Orange County through the recorded Butler Bay Unit III plat and a recorded Agreement between the original developer and the County, there was a reasonable expectation by the community that the property would remain undeveloped in perpetuity.

Comprehensive Plan (CP) Consistency

The subject property is located within the West Windermere Rural Settlement and has a CP Future Land Use Map (FLUM) designation of RS 1/4 (Rural Settlement 1/4). This

THE GOLF COURSE/TRACT A IS NOT DESIGNATED
AS OPEN SPACE

- SECTION 34-155 REQUIRES OPEN SPACE TO BE IDENTIFIED ON PLAT AS COMMON AREA AND MAINTAINED BY HOA

- SECTION 24-9(e) – IF 1 UNIT PER 1 ACRE NO COMMON OPEN SPACE REQUIREMENT
- SECTION 24-30 REQUIRES COMMON OPEN SPACE TO BE RESPONSIBILITY OF HOA
- WINDERMERE COUNTRY CLUB IS PRIVATELY HELD PROPERTY AND MAINTAINED BY THE GOLF COURSE OWNER

EXPECTATIONS OF HOMEOWNERS ARE NOT
BASED OF FACT

- CCRS FOR BUTLER BAY UNIT 3 DO NOT APPLY
TO GOLF COURSE
- PROPERTY COVERED BY RESTRICTIONS ARE
ONLY THE LOTS NOT THE GOLF COURSE

Florida	Paid	THOMAS H. LOCKER,
Rec Fee \$	<u>17.00</u>	County Clerk
Doc Tax \$	<u> </u>	Comptroller
Int Tax \$	<u> </u>	By: <u>MSK</u>
Total \$	<u>17.00</u>	Deputy Clerk

2567410 ORANGE CO. FL.
03:41:40PM 07/28/66

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR BUTLER BAY UNIT THREE OR3808 PG1478

WHEREAS, Windermere Lakes, Ltd. and Lake Butler Estates, Ltd. (collectively the "Declarant") are the owners of certain real property located in Orange County, Florida, which property is more fully described on the attached Exhibit "A" (the "Property"); and

WHEREAS, the Property is a portion of the "Additional Property" described in previously recorded covenants and Restrictions for Lake Butler Estates and Butler Bay, which covenants and restrictions are recorded in O.R. Book 3182, page 2532; O.R. Book 3183, Page 2035; O.R. Book 3325, Page 2260; O.R. Book 3360, page 1772; O.R. Book 3454, Page 1086; O.R. Book 3474, Page 798; O.R. Book 3664, page 1467; O.R. Book 3670, Page 48; all in the Public Records of Orange County, Florida; and

NOW, THEREFORE, in order to maintain the quality of the Butler Bay subdivisions and the atmosphere of the community, the

EXHIBIT "A"

Lots 1-123, BUTLER BAY UNIT THREE, as recorded
in Plat Book 18, Page 4-9, Public Records
of Orange County, Florida.

RECORDED & RECORD VERIFIED

Thomas H. Lohr
County Comptroller, Orange Co., FL

ARTICLE XII.

COVENANTS AND RESTRICTIONS RELATING TO GOLF COURSE

Section 1. All Owners of Lots on the Property acknowledge the existence of a private golf course on lands adjoining the Property. The golf course is for the use and enjoyment of the members of the private golf club.

Section 2. All Lot owners shall extend to all golfers lawfully using the Windermere Country Club Golf Course the courtesy of allowing such golfers to retrieve any errant golf balls which are on said lots, provided such golf balls can be recovered without damaging the Lot in general. The above right shall apply to the entire Lot until the ARB has approved plans and specifications for construction of a residence on the Lot, after which golfers shall be limited to the easement used for a buffer zone as stated in Section 3 below.

Section 3. An easement 10 FEET in width is reserved over the rear of each Lot located adjacent to the golf course now known as Windermere Country Club is hereby retained and reserved for the purpose of maintaining a natural buffer area between golf and residential uses. No fence, wall, hedge or shrub planting which would obstruct access to the easement area shall be placed

- HOMEOWNERS HAVE NO REASONABLE EXPECTATION OF RIGHTS IN A PRIVATE GOLF COURSE
- PRIVATE GOLF COURSE IS NOT OPEN SPACE OR COMMON OPEN SPACE
- REQUEST TO 95 UNITS MEETS ALL OTHER COMPREHENSIVE PLAN AND ZONING REQUIREMENTS

KENDELL KEITH
PLANNING DESIGN GROUP, LLC

PLANNING ANALYSIS

- DENSITY CONSISTENT
- EXCEEDING OPEN SPACE REQUIREMENTS
- COMPATIBLE WITH COMPREHENSIVE PLAN

JAMIE POULOS, PE
POULOS AND BENNETT

DISCUSSION OF

- COMMON OPEN SPACE TO BE CREATED
- ALL EXISTING HOMES TO HAVE DEDICATED BUFFER
- CENTRAL WATER
- NO ADVERSE TRAFFIC IMPACTS
- ENVIRONMENTAL STUDY SHOWS NO ADVERSE IMPACTS
- STORM WATER TO MEET 2015 STANDARDS

REQUEST

- APPROVAL OF MODIFICATION TO 155 ACRES OF TRACT A IN BUTLER BAY CLUSTER PLAN TO PERMIT 95 SINGLE FAMILY ½ ACRE UNITS SUBJECT TO:
 - A) SIX RESTRICTIONS IN STAFF REPORT;
 - B) FILE FOR A PETITION TO VACATE TO ADDRESS PLAT NOTE 12 (CONVEYANCE OF DEVELOPMENT RIGHTS) AND PLAT NOTE 13 (ACCESS RIGHTS) AND MODIFY RELATED DEVELOPMENT AGREEMENT; AND
 - C) ALL TO BE CONSIDERED AT THE SAME BOARD OF COUNTY COMMISSIONER PUBLIC HEARING.

Appendix 6.

November 19, 2015, Meeting at Planning & Zoning Commission

Windermere Country Club

Butler Bay Cluster Plan

RZ-15-10-038

Index to Documents in Support of Talking Points

REQUEST: Amend R-CE-C – Cluster Plan on 155 Acre Property to Permit 95 Single Family Lots, Minimum ½ Acre in Size.

Tab 1: Bryan Decunha, Property Owner Statement

Tab 2: Golf Now Reviews of Windermere Country Club

- This is the Public Hearing Process to Revise the Zoning, Cluster Plan and Prior Development Agreement

Tab 3: Planning & Zoning Staff Report including Cluster Plan Revisions

BACKGROUND: Existing Golf Course Operation is No Longer Viable

- Major Infrastructure Improvements Needed – Approximately \$3 Million
- Minimal Support From Surrounding Properties – 7 Homes are Golf Course Members Out of 147 Member HOA
- Golf Course and Club House to Permanently Close on April 18, 2016

Tab 4: September 2, 2015, Letter to Ardaman

Tab 5: October 9, 2015, Letter to Ardaman

FACTS:

- Compliance With FLU R 1 to 1 Density and R-CE-C 1 Unit Per 1 Acre
- Modification to existing Cluster Plan to conform to current regulations

Tab 6: PDG Planning Analysis date 11/6/15

- Such approvals are routinely granted by County, re: Lake Pickett

Tab 7: Lake Pickett Rezoning Package

- Tract A Property Not Designated As Open Space

Tab 8: Memo on Open Space

Appendix 6.A.



Mayor Teresa Jacobs and
The Board of County Commissioners
201 S. Rosalind Avenue
Orlando, Florida 32801

November 15th 2015

Re: Development of Windermere Country Club

Dear Mayor Jacobs & Commissioners:

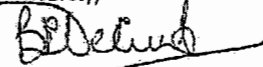
The community at large needs to understand that the Golf Course industry is going through a significant change. With a dramatic reduction in the number of golfers and a substantial reduction in the average revenue per golfer, some golf courses are going to have to close in order for the others to survive.

We purchased this golf course in April of 2011. Windermere Country Club was a failed golf course that had been for sale by the mortgagee for several years. The previous two owners, over the past ten years, had both gone financially insolvent. As a golf course builder and owner, and a member of Windermere Country Club, I had felt that with the infusion of some capital, together with the projected reversal of negative trends in the golf industry, the golf course could become financially viable. In the first two years of ownership we invested over a million dollars in operating expenses and improvements to the course. We have tried everything to turn this golf course around. Our membership fees are the lowest of any comparable neighboring course. We have created several new membership categories from snow birds to weekend memberships, weekday memberships, juniors, and social memberships. We have eliminated any initiation fees to attract members. We have tried foot golf, ladies bunco nights, paint nights, trivia nights discounted wedding packages etc. to try generate revenue. In order to entice the home owners to support the club we created a food take out service to be delivered to their door by golf cart at very reasonable prices. All of these ventures failed to generate sufficient revenue to allow them to continue.

Of the 147 homes in Windermere Club only seven are members that support the golf course. The golf course requires several million dollars of infrastructure improvements in order to continue operating as a golf course. The irrigation system is past its useful life and needs to be replaced. All the maintenance equipment and the golf cart fleet is several years past their 'best before' date and needs replacement. The club house needs major repairs including, but not limited to, a new roof, air conditioning system, alarm system, and kitchen equipment.

I can no longer justify the investment given the current nature of the golf industry and the numerous expenditures needed on this golf course. While we reached out to the surrounding property owners and homeowner's association in hopes to address redevelopment concerns early in the process to facilitate a smooth transition to a viable alternative use, the Windermere Club Homeowners Association has refused to meet with us.

Sincerely,


Bryan DeCunha

Appendix 6.B.

Laurie M. Perez

From: Paul H. Chipok
Sent: Monday, November 16, 2015 9:23 AM
To: Laurie M. Perez
Subject: FW: Golf Now
Attachments: Golf Now - WCC.PDF

Please print out email and Attachments.

From: Yog Melwani (Align CRE) [<mailto:y.melwani@aligncre.com>]
Sent: Friday, November 13, 2015 10:00 AM
To: Paul H. Chipok
Cc: Truong M. Nguyen; 'Bryan Decunha'; 'Jamie Poulos'; 'Kendell Keith RLA, AICP'; d.hall@aligncre.com
Subject: Golf Now

Paul:

As discussed please see the attached pdf - Golf Now reviews for WCC.

Windermere Country Club
2710 Butler Bay Dr N
Windermere, FL 34786-6110
Overall Rating 4 / 5
Total Reviews - 604 (On the site, not all of them are in the pdf)

Pace of Play - Good
Course Conditions - Good
Staff Friendliness - Good
Value for the Money - Good
Quality of food & beverage - Good
Conditions of overall facilities - Good

534 out of 598 (89%) reviewers recommend this course

Thank you,

Yog Melwani



407.654.8200
y.melwani@aligncre.com | www.AlignCRE.com | [Bio](#) | [Values](#)

[Facebook](#) | [Google+](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#)

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11/13/2015

Windermere Golf Course, Windermere Country Club - Windermere, Florida Golf Course Directory | Course Finder | GolfNow.com

There's a new version of GolfNow.com available! [CLICK HERE](#) to preview the beta site and book your next round. (You can always switch back)

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Windermere Country Club


[Read all 604 reviews](#) [Write a review](#)

2710 Butler Bay Dr N
Windermere, FL 34786-6110
[URL: Course Website](#)

[Map](#) | [Driving Directions](#)
[VIEW TEE TIMES](#)

Please read the Ratings & Reviews sections above to hear from golfers who have recently experienced Windermere Country Club!

Windermere Country Club is nestled between Lake Crescent and Lake Roberts, just 15 minutes from Orlando area attractions. The friendly, unhurried surroundings provide a backdrop for a 18 hole, par-72 golf course that is manageable for "weekend golfer" while providing a challenge to skilled shotmakers. The tiered and undulating greens, which were renovated in 2010, match the course's rolling fairways that weave through the properties' natural environment of lakes, marshes and wetlands. Four sets of tees are available to give each golfer the option of playing a course measuring up to 6,700 yards. With rates as low as \$25, Windermere Country Club is a memory waiting to happen.

[Course Information for Windermere Country Club](#)
[Course Information](#) [Weather](#) [Reviews](#)

Course reviews



4 / 5



Advanced filters

[Star Rating](#) [Pace of Play](#)
[Course Conditions](#) [Staff Friendliness](#)
[Value for the Money](#)
[Quality of food & beverage](#)
[Conditions of overall facilities](#)
[Handicap](#) [Type of Golfer](#)
[Gender](#)

Pace of Play ★★★★★ Good

Course Conditions ★★★★★ Good

Staff Friendliness ★★★★★ Good

Value for the Money ★★★★★ Good

Quality of food & beverage ★★★★★ Good

Conditions of overall facilities ★★★★★ Good

534 out of 604 (88%) reviewers recommend this course.

[Click on filters to refine your results.](#)

Share this course [Facebook](#) [Twitter](#) [LinkedIn](#) [G+1](#) [D](#)

[WRITE A REVIEW](#)
[Sort by](#)
 Enter phrase or keyword


2 / 5

Date of Play: November 5, 2015

Nice price and layout but being neglected

<http://www.golfnow.com/course-directory/florida-golf-courses/windermere-golf-courses/windermere-country-club/>

000092

1/5

11/13/2015

Windermere Golf Course, Windermere Country Club - Windermere, Florida Golf Course Directory | Course Finder | GolfNow.com

Posted by: u090002045631 on November 6, 2015
From: Orlando

Verified Purchaser

Pace of Play	☆☆☆	Average	Type of Golfer: Intermediate
Course Conditions	☆☆	Fair	How often do you play: Once a week
Staff Friendliness	☆☆	Fair	First time playing this course: No
Value for the Money	☆☆☆	Average	Please send me expert tips and special offers.: No
Quality of food & beverage	☆☆	Fair	
Conditions of overall facilities	☆☆	Fair	

Really like the course layout and pricing but the course appears to be deteriorating since I last played two years ago. No staff to greet our foursome and arrange power carts - only a young guy at the cash who didn't appear to be very informed or concerned about anything. Tried four carts with dead batteries before getting two that worked. Course was in poor condition in some places. No starter or staff to clean clubs on finishing. Really too bad because course is very enjoyable to play. Can't recommend because of the deficiencies compared to other courses in the area.

No, I do not recommend this course.

Share this review

0 2

Post a comment

★★★★ 4/5

Date of Play: November 1, 2015

Shame they are closing

Posted by: huff10 on November 2, 2015
From: Orlando

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Advanced
Course Conditions	★★★★	Average	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	Handicap: 0-4
Value for the Money	★★★★★	Excellent	First time playing this course: No
Quality of food & beverage	★★★★★	Excellent	Did you play 9 holes? No
Conditions of overall facilities	★★★	Average	Did you play as a single: No
			Did you walk or ride: Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Excellent
			Please send me expert tips and special offers.: No

The greens were in great shape and the fairways were ok. With the closure looming over their heads they are not spraying for weeds or keeping up the golf carts. For under \$40 with lunch you cannot go wrong with this course due to the good greens.

Yes, I recommend this course.

Share this review

0 0

Post a comment

★★★★ 4/5

Date of Play: October 30, 2015

Good layout, challenging in parts

Posted by: u16237225 on October 31, 2015
From: United Kingdom

Verified Purchaser

11/13/2015

Windermere Golf Course, Windermere Country Club - Windermere, Florida Golf Course Directory | Course Finder | GolfNow.com

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★	Average	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	First time playing this course: No
Value for the Money	★★★★★	Excellent	Please send me expert tips and special offers.: No
Quality of food & beverage	★★★★★	Good	
Conditions of overall facilities	★★★★★	Good	

What a shame this course is closing in April 2016, we have played here many times and found it to be a very enjoyable experience, the staff are fantastic always got a smile and very helpful, visiting the area will not be the same again without Windermere.

In spite of the imminent closure we felt the green staff obviously still have pride in the course as it was in very good condition.

GOODBYE WINDERMERE WE WILL MISS YOU!!!

Yes, I recommend this course.

Share this review  

0 helpful 0

0

Post a comment

★★★★★ 5/5

Date of Play: October 29, 2015

Windermere

Posted by: Hammer26 on October 29, 2015

From: Tampa, FL, USA Age: 65+ Gender: Female

Top 250 contributor

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★★	Excellent	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	Handicap: 15-18
Value for the Money	★★★★★	Excellent	First time playing this course: Yes
Quality of food & beverage	★★★★	Average	Did you play 9 holes? No
			Did you play as a single? No
			Did you walk or ride: Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Poor
			Please send me expert tips and special offers.: No

What a shame that the course is closing in April 2016. The course had great layout...lots of dog legs and the you had sink on all of your second shots. It was obvious from the conditions of the greens and sand traps that they had cut back on help and it was starting to go down. Additionally, counter person had to be cart person also and there was no starter. Could have played earlier even though there was no one on the tee box for 20 minutes at a time we had to wait over an hour before we could tee it up. It rained the entire front 9 but once it stopped it was absolutely beautiful....Would love to play one more time before it closes for good....

Yes, I recommend this course.

Share this review  

0 helpful 0

0

Post a comment

★★★

3/5

Date of Play: October 27, 2015

Owners want to build houses

Posted by: u000005452054 on October 29, 2015

From: Ky Gender: Male

Verified Purchaser

Pace of Play	★★★★	Good	Type of Golfer: Intermediate
--------------	------	------	------------------------------



11/12/2015

Windermere Golf Course, Windermere Country Club - Windermere, Florida Golf Course Directory | Course Finder | GolfNow.com

Course Conditions	☆☆☆	Average	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆☆	Excellent	Handicap: 15-19
Value for the Money	☆☆☆	Average	First time playing this course: Yes
Quality of food & beverage	☆☆	Fair	Please send me expert tips and special offers.: No
Conditions of overall facilities	☆☆	Fair	

Staff was great, course could use a little more. Liked the layout. Lots of sand and water made it interesting.

No, I do not recommend this course.

Share this review  

0

Post a comment

☆☆☆

3/5

Date of Play: October 26, 2015

Going under?

Posted by: uofu4u2 on October 27, 2015
From: Orlando, FL, USA

Verified Purchaser

Pace of Play	☆☆☆☆	Good	Type of Golfer: Intermediate
Course Conditions	☆☆	Fair	How often do you play: Once a month
Staff Friendliness	☆☆☆☆☆	Good	Handicap: 25+
Value for the Money	☆☆☆	Average	First time playing this course: Yes
Conditions of overall facilities	☆☆☆	Average	Did you play 6 holes? No
			Did you play as a single? No
			Did you walk or ride? Ride
			Course difficulty: Moderate
			How was the weather: Good
			Please send me expert tips and special offers.: No

Entering the neighborhood, many signs "Save Windermere Clubhouse and Golf Course". Appears that course may be doomed as the conditions were just "fair". Many greens had "pop-up" weeds, with several dead patches as well. Not as green as expected for a middle of fall day. Played under a Hot Day, but wonder if it was too much for this course as it is.

No, I do not recommend this course.

Share this review  

0

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☆☆☆☆

4/5

Date of Play: October 24, 2015

Great loss

Posted by: 1kewin1 on October 25, 2015
From: Celebration

Verified Purchaser

Pace of Play	☆☆☆☆☆	Excellent	Type of Golfer: Advanced
Course Conditions	☆☆☆☆	Good	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆	Good	First time playing this course: No
Value for the Money	☆☆☆☆☆	Excellent	Please send me expert tips and special offers.: Yes
Quality of food & beverage	☆☆☆☆	Good	
Conditions of overall facilities	☆☆☆☆	Good	

11/13/2015

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Have played here many times over the years.always in good condition and great pace of play.Very sad that another course in the Orlando area is closing down!!

Yes, I recommend this course.

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helpful 0 0

Post a comment

★★★★★ 5/5

Date of Play: October 17, 2015

great course

Posted by: t60nys on October 15, 2015
From: scotland Age: 45-54 Gender: Male

Pace of Play	★★★★	Good
Course Conditions	★★★★	Good
Staff Friendliness	★★★★★	Excellent
Value for the Money	★★★★★	Excellent
Quality of food & beverage	★★★	Average
Conditions of overall facilities	★★★★★	Excellent

Type of Golfer: Advanced
How often do you play: A few times a week
First time playing this course: Yes
Please send me expert tips and special offers.: Yes

Played this course for the first time in florida I would rate this course to be great value for the money. I know the people from the florida area are spoiled for choice and value but I just love coming over and playing as the courses are superb and the weather makes it easier as coming from Scotland we have great courses but bad weather will be back in florida in March with 15 friends and will keep play here

Yes, I recommend this course.

Share this review  

helpful 0 0

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1 2 3 4 5 - 21 next

NOTE: While every effort has been made to ensure accuracy, we advise you to check all information with the golf course before booking your tee-time or driving to the course.

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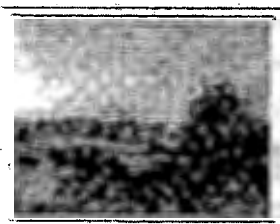
11/13/2015

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Windermere Country Club

★★★★★

[Read all 604 reviews](#) [Write a review](#)2710 Butler Bay Dr N
Windermere, FL 34786-6110
[URL: Course Website](#)[Map](#) | [Driving Directions](#)Please read the [Ratings & Reviews](#) sections above to hear from golfers who have recently experienced Windermere Country Club!

Windermere Country Club is nestled between Lake Crescent and Lake Roberts, just 15 minutes from Orlando area attractions. The friendly, unhumid surroundings provide a backdrop for a 18 hole, par-72 golf course that is manageable for "weekend golfers" while providing a challenge to skilled shotmakers. The tiered and undulating greens, which were renovated in 2010, match the course's rolling fairways that weave through the properties' natural environment of lakes, marshes and wetlands. Four sets of tees are available to give each golfer the option of playing a course measuring up to 6,700 yards. With rates as low as \$28, Windermere Country Club is a memory waiting to happen.

Course Information for Windermere Country Club

[Course Information](#) [Weather](#) [Reviews](#)

Course reviews

★★★★★

4/5



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Pace of Play ★★★★★ Good

Course Conditions ★★★★★ Good

Staff Friendliness ★★★★★ Good

Value for the Money ★★★★★ Good

Quality of food & beverage ★★★★★ Good

Conditions of overall facilities ★★★★★ Good

534 out of 595 (89%) reviewers recommend this course.

[Click on filters to refine your results.](#)

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Sort by Enter phrase or keyword

★★★★★

4/5

Date of Play: September 6, 2015

Windermere - nice course

<http://www.golfnow.com/course-directory/florida-golf-courses/windermere-golf-courses/windermere-country-club/>

1/15

000097

11/13/2015

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Posted by: Handchola on October 17, 2015

From: Waukegan, IL Age: 45-54 Gender: Male

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	How often do you play: Once a week
Staff Friendliness	★★★★★	Excellent	Handicap: 15-19
Value for the Money	★★★★★	Excellent	First time playing this course: Yes
Quality of food & beverage	★★★★★	Excellent	Please send me expert tips and special offers.: No
Conditions of overall facilities	★★★★★	Good	

First time on course and playing as single is usually not good, but received lots of good advice from ranger. Course was laid out well, not boring. Lots of natural beauty. Fairways were in great shape and most of the greens. A few greens had some bad spots, and did not like the cup being placed in that area. The staff were all helpful and friendly. The clubhouse was very nice and the food was good. I would definitely play again and recommend it to others.

Yes, I recommend this course.

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★★★★★ 5/5

Date of Play: October 11, 2015

Great Course!

Posted by: WXVUM5060KV on October 12, 2015

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	First time playing this course: Yes
Staff Friendliness	★★★★★	Excellent	Did you play 9 holes? Yes
Value for the Money	★★★★★	Excellent	Did you play as a single: No
Quality of food & beverage	★★★★★	Excellent	Did you walk or ride: Ride
Conditions of overall facilities	★★★★★	Excellent	Course difficulty: Fairly Easy
			How was the weather: Excellent
			Please send me expert tips and special offers.: No

Played with my 7 year old son and had a great time! Will play again here for sure!

Yes, I recommend this course.

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★★★★★ 4/5

Date of Play: October 11, 2015

Nice track

Posted by: Michael3279740 on October 12, 2015

Verified Purchaser

Pace of Play	★★★★★	Good	Type of Golfer: Advanced
Course Conditions	★★★★★	Average	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	First time playing this course: No
Value for the Money	★★★★★	Excellent	Please send me expert tips and special offers.: No

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Conditions of overall facilities

★★★★★ Good

Nice course to play, sand traps could use sand, most are very hard!

Yes, I recommend this course.

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★★★★★

3 / 5

Date of Play: October 5, 2015

Challenging course



Posted by: tomik17 on October 5, 2015

From: Orlando, FL, USA Age: 65+ Gender: Male

Top 10 contributor

Pace of Play

★★★★★

Good

Type of Golfer: Advanced

Course Conditions

★★★★

Average

How often do you play: A few times a week

Staff Friendliness

★★★

Fair

Handicap: 5-9

Value for the Money

★★★★★

Good

First time playing this course: No

Conditions of overall facilities

★★★★

Average

Very good and challenging course despite the very wet conditions... but it need some work on some places (f). Tee boxes, fairways and bunkers well playable, greens moderate, but OK. No staff seen the whole day...

Yes, I recommend this course.

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★★★★★ 5 / 5

Date of Play: October 7, 2015

Best golf value in Orlando

Posted by: Gbriddon on October 8, 2015

From: Atlanta

Verified Purchaser

Pace of Play

★★★★★

Excellent

Type of Golfer: Advanced

Course Conditions

★★★★★

Good

How often do you play: A few times a week

Staff Friendliness

★★★★★

Good

Handicap: 5-9

Value for the Money

★★★★★

Excellent

First time playing this course: Yes

Quality of food & beverage

★★★★★

Good

Please send me expert tips and special offers.: No

Conditions of overall facilities

★★★★★

Good

Windermere CC is the best value in Orlando. The greens are T&E Bermuda and in great shape. The course is in good shape, however there are some areas such as bunker maintenance and general fit and finish that could be better. The greens fees were what most clubs charge just for cart rental. At this price the course is a steal of a deal. Heard that the owners are thinking of converting the course to a PS home development much to the concern of the high end homes surrounding the club. Get a round in at this one while in Orlando area.

Yes, I recommend this course.

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relaxing

0

★★★★★ 5/5

Date of Play: October 3, 2015

Great course!

Posted by: Cwvwalker23 on October 5, 2015
 From: Winter Garden FL

Verified Purchaser

Pace of Play ★★★★★ Good
 Course Conditions ★★★★★ Excellent
 Staff Friendliness ★★★★★ Excellent
 Value for the Money ★★★★★ Excellent
 Conditions of overall facilities ★★★★★ Excellent

Type of Golfer: Beginner
 How often do you play: Once a week
 Handicap: 25+
 First time playing this course: Yes
 Did you play 9 holes? No
 Did you play as a single? No
 Did you walk or ride? Ride
 Course difficulty: Somewhat Challenging
 How was the weather: Good
 Please send me expert tips and special offers.: No

My son and I really enjoyed the course, the staff, and even the other players we met. The course was in great shape, some challenging holes on the back nine. The only part that wasn't perfect is that our cart died on the second hole. Other than that - flawless.

Yes, I recommend this course.

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★★★★★ 4/5

Date of Play: October 4, 2015

Decent course

Posted by: u090952397351 on October 5, 2015
 From: Longwood, FL, USA

Verified Purchaser

Pace of Play ★★★★★ Good
 Course Conditions ★★★★★ Average
 Staff Friendliness ★★★★★ Good
 Value for the Money ★★★★★ Excellent
 Quality of food & beverage ★★★★★ Excellent
 Conditions of overall facilities ★★★★★ Good

Type of Golfer: Intermediate
 How often do you play: Once a week
 Handicap: 20-24
 First time playing this course: No
 Please send me expert tips and special offers.: No

A nice course that has some challenges. It's not in as good of shape as you might expect for being in Windermere.

Yes, I recommend this course.

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★★★★★ 4/5

Date of Play: September 21, 2015

Windermere OK

11/13/2015

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Posted by: RobertH524 on September 22, 2015

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Advanced
Course Conditions	★★★★	Average	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	First time playing this course: No
Value for the Money	★★★★★	Good	Please send me expert tips and special offers.: No
Quality of food & beverage	★★★★★	Good	
Conditions of overall facilities	★★★★	Average	

Course was in fairly good shape. Back nine was in better shape and holes are more interesting. Greens were in good shape, although a little slow.

Yes, I recommend this course.

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★★★★★ 4/5

Date of Play: September 18, 2015

Saturday 19th

Posted by: Gamarin on September 20, 2015



From: Kissimmee FL

Verified Purchaser

Course Conditions	★★★★	Average	Type of Golfer: Advanced
Staff Friendliness	★★★★★	Good	How often do you play: Once a week
Value for the Money	★★★★★	Good	Handicap: 5-9
Quality of food & beverage	★★★★★	Good	First time playing this course: No
Conditions of overall facilities	★★★★	Average	Please send me expert tips and special offers.: No

Good greens, but wet due to all the rain, but very good test of golf, scramble being played that made the round very slow.

Yes, I recommend this course.

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★★★★★ 4/5

Date of Play: September 10, 2015

Time for new Golf Carts

Posted by: Starnedj on September 14, 2015

From: Morris County, NJ Age: 55-64 Gender: Male

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★★	Excellent	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	Handicap: 10-14
Value for the Money	★★★★★	Good	First time playing this course: No
Quality of food & beverage	★★★★★	Good	Did you play 9 holes? No
Conditions of overall facilities	★★★★★	Good	Did you play as a single? No
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Good

11/13/2015

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Please send me expert tips and special offers.: No

I would love to give this course a 5 star rating, but the golf carts were just a step up from the Flintstones. The staff, fairways, bunkers, and greens, were first class! Time to replace the Golf Carts. Our First Cart failed, at the first hole. Was told by staff that we might have wiggle the throttle pedal. (Seriously) If None of the carts had parking brakes, a potential safety issue. Come on Guys,

Yes, I recommend this course.

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★★★★★ 4/5

Date of Play: September 13, 2015

Course was fun!!

Posted by: libon on September 14, 2015
From: orlando Gender: Female

Pace of Play	★★★★★	Excellent	Type of Golfer: Advanced
Course Conditions	★★★★★	Good	How often do you play: A few times a week
Value for the Money	★★★★	Average	First time playing this course: No
Conditions of overall facilities	★★★★★	Good	Please send me expert tips and special offers.: No

We had a great time, course was in very good shape...would play again very soon before prices start to go back up for winter!!

Yes, I recommend this course.

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★★★★★ 4/5

Date of Play: September 12, 2015

Call first....

Posted by: derekablake on September 14, 2015
From: Windermere, FL, USA
Verified Purchaser

Pace of Play	★★★★	Average	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	How often do you play: A few times a week
Staff Friendliness	★★★★	Average	Handicap: 15-18
Value for the Money	★★★★	Average	First time playing this course: No
Quality of food & beverage	★★★★	Average	Please send me expert tips and special offers.: No
Conditions of overall facilities	★★★★	Average	

They were playing soccer on the course...I'm serious. What a waste of money, never again.

No, I do not recommend this course.

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4 / 5

Date of Play: September 11, 2015

Sunny Round

Posted by: Newbaby1 on September 13, 2015

From: Wales, UK Age: 55-64 Gender: Male

Top 500 contributor

Verified Purchaser

Pace of Play	★★★★★	Good	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	How often do you play: A few times a week
Staff Friendliness	★★★★★	Good	Handicap: 15-19
Value for the Money	★★★★★	Excellent	First time playing this course: Yes
Quality of food & beverage	★★★★★	Good	Did you play 9 holes? No
Conditions of overall facilities	★★★★★	Good	Did you play as a single? No
			Did you walk or ride? Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Good
			Please send me expert tips and special offers.: No

Course in good condition, although the greens were not that quick. Good variety of challenges and opportunities that made the round a positive experience. Nice location and very helpful staff. All in all would definitely play this course again and would fully recommend it to others.

Player tip: Appropriate fire selection is essential as numerous hazards, especially bunkers await the wayward.

Yes, I recommend this course.

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10/11/15

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5 / 5

Date of Play: September 5, 2015

Fun course

Posted by: stan1127 on September 8, 2015

From: Celebration, FL

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★★	Excellent	How often do you play: Once a month
Staff Friendliness	★★★★★	Excellent	Handicap: Don't know
Value for the Money	★★★★★	Excellent	First time playing this course: Yes
Quality of food & beverage	★★★★★	Excellent	Did you play 9 holes? No
Conditions of overall facilities	★★★★★	Excellent	Did you play as a single? No
			Did you walk or ride? Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Average
			Please send me expert tips and special offers.: No

Course was in great shape. To score well need to strategically place shots.

Yes, I recommend this course.

Share this review

10/11/15

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4 / 5

Date of Play: August 23, 2015

Great greens

<http://www.golfnow.com/course-directory/florida-golf-courses/windermere-golf-courses/windermere-country-club/>

7/15

000103

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State the reason

Post a comment!

574

08th of May: Sunday 23, 2015

Filed by: nathendamas152 on Aug 21, 23, 2015
From: Mailbuddy@111, EA Reg. 55+ Gender Male

11/13/2015

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Pace of Play	★	Poor	Type of Golfer: Intermediate
Course Conditions	★	Poor	How often do you play: Once a week
Staff Friendliness	★★★★	Average	Handicap: 10-14
Value for the Money	★★	Fair	First time playing this course: Yes
Quality of food & beverage	★★★★	Average	Did you play 9 holes? Yes
Conditions of overall facilities	★★★★★	Excellent	Did you play as a single: Yes but picked up
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Good

Paid for 18, however after 9 holes of the slowest golf I've played in Orlando, I called it a day. The sand traps appeared to have been played, not raked. Their advertisement on GolfNow is a little misleading. One may think a bucket of balls is included, it's actually a fountain drink included with lunch. Won't be back.

Player tip: Don't play if you need to be finished in 5 hours.

No, I do not recommend this course.

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4/5

Date of Play: August 15, 2015

Fun course and a great staff.

Posted by: Brent4822379 on August 17, 2015
From: Winter Park, FL Age: 25-34 Gender: Male

Pace of Play	★★★★★	Excellent	Type of Golfer: Beginner
Course Conditions	★★★★★	Good	How often do you play: Once a month
Staff Friendliness	★★★★★	Excellent	First time playing this course: No
Value for the Money	★★★★★	Good	Please send me expert tips and special offers.: No
Quality of food & beverage	★★★★★	Excellent	
Conditions of overall facilities	★★★★★	Good	

Played a round on Sunday with a 8am tee time. Played a speedy 4 hour round with my foursome never had to stop and wait. Course itself was in good condition albeit a bit soggy from the previous days 6 inches of rain. Course is well kept out but forgiving enough to allow room for a modicum of error. Staff was tremendous, perhaps the most entertaining staff I've ever had on a course. Carts are a bit dated but for the price of a round here this course was a very good value, plus I've never picked out a course based on the carts.

Yes, I recommend this course.

Share this review

Report

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4/5

Date of Play: August 8, 2015

Good Challenge

Posted by: Dante8980639 on August 10, 2015
Age: 25-34 Gender: Male

Pace of Play	★★★★★	Excellent	Type of Golfer: Advanced
Course Conditions	★★★★★	Good	Handicap: 5-9
Staff Friendliness	★★★★★	Good	First time playing this course: Yes
Value for the Money	★★★★★	Good	Did you walk or ride: Ride
Quality of food & beverage	★★★★★	Good	Course difficulty: Somewhat Challenging

<http://www.golfnow.com/course-directory/florida-golf-courses/windermere-golf-courses/windermere-country-club/>

9/15

000105

11/13/2015

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Conditions of overall facilities

★★★★☆

Good

How was the weather: Good

Please send me expert tips and special offers.: No

Challenging course in a very fancy neighborhood. Course was in nice condition and wasn't busy late in the morning. Greens were a little slow but in good shape.

Yes, I recommend this course.

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Post a comment

★★★★☆

4 / 5

Date of Play: August 9, 2015

First time playing this course

Posted by: c1byd0622 on August 10, 2015

From: Cape Coral, FL Age: 35-44 Gender: Male

Verified Purchaser

Pace of Play

★★★★☆

Excellent

Type of Golfer: Intermediate

Course Conditions

★★★★

Average

How often do you play: Once a week

Staff Friendliness

★★★★☆

Good

Handicap: 10-14

Value for the Money

★★★★☆

Excellent

First time playing this course: Yes

Conditions of overall facilities

★★★★

Average

Please send me expert tips and special offers.: No

We came to Orlando for the weekend and got a round of golf in at Windermere. My expectations were really high for a course with so many gorgeous and expensive homes in the community. The course was pretty nice but did not live up to my expectations. The carts were dated and needed replacing and the course was not in bad condition but not better than some of the lesser known with less money courses back home. The greens were good but a little slower than expected and overall a good deal for the price because we only paid \$23 per player. I would play there again given the opportunity.

Yes, I recommend this course.

Share this review



0

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Post a comment

★★★★☆

4 / 5

Date of Play: August 8, 2015

On the way back



Posted by: GolfTwinRivers on August 9, 2015

From: Windermere

Verified Purchaser

Pace of Play

★★★★☆

Excellent

Type of Golfer: Advanced

Course Conditions

★★★★☆

Good

How often do you play: A few times a week

Staff Friendliness

★★★★☆

Good

First time playing this course: No

Value for the Money

★★★★☆

Excellent

Please send me expert tips and special offers.: Yes

Quality of food & beverage

★★★★☆

Good

Conditions of overall facilities

★★★★☆

Good

This course used to be one of my favorites to play in the area. Over the last few years the conditions were terrible but it seems like the conditions are on their way back to being what they used to be. It was a busy day on the course but pace of play was great. Overall the course is coming back to what it used to be. Will be playing here again.

Yes, I recommend this course.

11/13/2015

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★★★★★ 4 / 5

Date of Play: August 6, 2015

Beautiful AreaPosted by: David7524403 on August 8, 2015
From: Orlando

Verified Purchaser

Pace of Play ★★★★★ Good
 Course Conditions ★★★★★ Good
 Staff Friendliness ★★★★★ Fair
 Value for the Money ★★★★★ Excellent
 Conditions of overall facilities ★★★★★ Excellent

Type of Golfer: Intermediate
 How often do you play: A few times a week
 First time playing this course: Yes
 Did you play 9 holes? Yes
 Did you play as a single: No
 Did you walk or ride: Ride
 Course difficulty: Moderate
 How was the weather: Good
 Please send me expert tips and special offers.: No

This was one of the nicest courses I played at in the last 5-months. The facilities was very well appointed. The only negative that I would give is to the friendliness of the staff. Everyone one seem a bit cold. At no time did anyone say "have a nice game" or anything that would make you want to come back to play. Overall the facilities and the course would make most golfers happy.

Yes, I recommend this course.

Share this review

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★★★★★ 4 / 5

Date of Play: August 2, 2015

rained out after 6Posted by: webotator on August 3, 2015
From: Boca Raton, FL, USA Gender: Male

Verified Purchaser

Pace of Play ★★★★★ Average
 Course Conditions ★★★★★ Good
 Staff Friendliness ★★★★★ Excellent
 Value for the Money ★★★★★ Excellent
 Conditions of overall facilities ★★★★★ Good

Type of Golfer: Intermediate
 How often do you play: A few times a week
 Handicap: 5-9
 First time playing this course: Yes
 Did you play 9 holes? No
 Did you play as a single: No
 Did you walk or ride: Ride
 Course difficulty: Somewhat Challenging
 How was the weather: Poor
 Please send me expert tips and special offers.: Yes

staff very friendly and helpful but mother nature wasn't only got in 6 holes before the rains washed us away, but did get a rain ck and hope to finish the round.
 unusual all day rains in Orlando have resulted in two washouts for us this wk end and didn't even try to go this am with the rain moving in before 8am, greens were good but slow, fairways very good surprisingly dry despite all the rain

Yes, I recommend this course.

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4 / 5

Date of Play: August 1, 2015

Love this course!

Posted by: implegal on August 3, 2015

From: Orlando, FL

Verified Purchaser

Pace of Play ★★★★★ Good
 Course Conditions ★★★★★ Good
 Staff Friendliness ★★★★★ Excellent
 Value for the Money ★★★★★ Excellent
 Quality of food & beverage ★★★★★ Good
 Conditions of overall facilities ★★★★★ Good

Type of Golfer: Intermediate
 How often do you play: Once a month
 Handicap: 15-18
 First time playing this course: Yes
 Did you play 9 holes? No
 Did you play as a single: No
 Did you walk or ride: Ride
 Course difficulty: Somewhat Challenging
 How was the weather: Poor
 Please send me expert tips and special offers.: No

I was very impressed with this course, the greens are quick, the fairways are in great condition and the yardage was accurate. The staff are very courteous and professional.

I highly rate this course!

Yes, I recommend this course.

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Page 0

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5 / 5

Date of Play: July 24, 2015

sanded greens but rolled smooth and fast

Posted by: Fmalone57 on July 25, 2015

From: Orlando, FL, USA

Verified Purchaser

Pace of Play ★★★★★ Excellent
 Course Conditions ★★★★★ Good
 Staff Friendliness ★★★★★ Good
 Value for the Money ★★★★★ Excellent
 Quality of food & beverage ★★★★★ Excellent
 Conditions of overall facilities ★★★★★ Excellent

Type of Golfer: Advanced
 How often do you play: A few times a week
 Handicap: 5-8
 First time playing this course: Yes
 Did you play 9 holes? No
 Did you play as a single: No
 Did you walk or ride: Ride
 Course difficulty: Somewhat Challenging
 How was the weather: Fair
 Please send me expert tips and special offers.: No

course in excellent shape as I expected even though the greens had been recently punched and sanded. They must have an excellent grounds keeper

Yes, I recommend this course.

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★★★★★ 5/5

Date of Play: July 18, 2015

Nice course

Posted by: emwood on July 25, 2015


From: Apopka, FL Age: 35-44 Gender: Male

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★★	Excellent	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	First time playing this course: Yes
Value for the Money	★★★★★	Excellent	Please send me expert tips and special offers.: No
Quality of food & beverage	★★★★	Average	
Conditions of overall facilities	★★★★★	Excellent	

We bought golf and lunch through golfnow for a decent price especially for the time of day we played. The staff were all friendly and helpful. The pace of play was great, they did have a matchel out in the course!! The course was in great shape, greens a little fast. The ONLY complaint we would have is the golf's lunch menu very limited. My husband really didn't care for what they had on that menu but the server was more than willing to accommodate him for something else!! Will return very soon!

Yes, I recommend this course.

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★★★★★ 4/5

Date of Play: July 24, 2015

Fun Course

Posted by: boatinut on July 25, 2015

Verified Purchaser

Pace of Play	★★	Fair	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	How often do you play: Once a week
Staff Friendliness	★★★★★	Good	Handicap: 10-14
Value for the Money	★★★★★	Excellent	First time playing this course: Yes
Conditions of overall facilities	★★★★★	Good	Did you play 9 holes? No
			Did you play as a single: Yes
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Fair
			Please send me expert tips and special offers.: No

I played 18 holes in a light rain. The course handled the water very well. It was fun with some holes that required shot making and others requiring long drives.

Yes, I recommend this course.

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★★★★★ 4/5

Date of Play: July 18, 2015

Good Course to Play

11/13/2015

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Posted by: u003447516216 on July 22, 2015
From: Florida Age: 25-34 Gender: Female

Pace of Play	☆☆☆☆	Good	Type of Golfer: Intermediate
Course Conditions	☆☆☆☆	Good	How often do you play: Once a month
Staff Friendliness	☆☆☆☆	Good	Handicap: 10-14
Value for the Money	☆☆☆☆☆	Excellent	First time playing this course: Yes
Conditions of overall facilities	☆☆☆☆	Good	Did you play 9 holes? No
			Did you play as a single? No
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Good

Course did not play too long from the White tee. Played with two other buddies, and finished in 4.25 hours bc the people two groups ahead of us were extremely slow. Course in good condition. Greens rolled true. Course not extremely challenging. Par 5s were overly easy. My biggest challenge was not hitting too far off the tee into possible hazards (I drive the ball around 270). I definitely recommend.

Player tip: A couple of holes you can drive the green. Go for it!

Yes, I recommend this course.

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☆☆☆☆ 4/5

Date of Play: July 19, 2015

Membership for a Day

Posted by: jvjvj on July 20, 2015
From: Orlando

Verified Purchaser

Pace of Play	☆☆☆☆☆	Excellent	Type of Golfer: Advanced
Course Conditions	☆☆☆☆	Good	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆☆	Excellent	Handicap: 0-4
Value for the Money	☆☆☆☆	Good	First time playing this course: No
Conditions of overall facilities	☆☆☆☆	Good	Did you play 9 holes? No
			Did you play as a single? Yes
			Did you walk or ride: Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Good
			Please send me expert tips and special offers.: No

Course is in good shape. Staff was there if you needed them. Expect a couple of blind tee shots if you play from the back tees. Could use some tweaks to make top notch and pristine. Greens good shape rolling about an 8. Pro shop showing age and musty. Course gets soggy on a couple holes when rains. Overall great experience and will definitely will be on my top ten list.

Yes, I recommend this course.

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☆☆☆☆☆ 5/5

Date of Play: July 17, 2015

Very nice course

11/13/2015

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Posted by: April2042653 on July 18, 2015
From: Deland, Florida

Verified Purchaser

Pace of Play	☆☆☆	Average	Type of Golfer: Intermediate
Course Conditions	☆☆☆☆	Good	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆☆	Excellent	First time playing this course: Yes
Value for the Money	☆☆☆☆	Good	Please send me expert tips and special offers.: Yes
Conditions of overall facilities	☆☆☆☆☆	Excellent	

I went golf yesterday with a friend of mine, the course was excellent. It has beautiful greens and very friendly staff.

Yes, I recommend this course.

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☆☆☆☆ 4/5
Worth the Drive

Date of Play: July 12, 2015

Posted by: Rthindow on July 14, 2015
From: AIRWAYS Gender: Male

Pace of Play	☆☆☆☆	Good	Type of Golfer: Intermediate
Course Conditions	☆☆☆☆	Good	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆☆	Excellent	Handicap: 15-19
Value for the Money	☆☆☆☆☆	Excellent	First time playing this course: No
Quality of food & beverage	☆☆☆	Average	
Conditions of overall facilities	☆☆☆☆☆	Excellent	

We play all over the Orlando area - you won't find better course conditions for this time of the year than Windermere - greens in good shape - challenging but not a difficult course. Friendly and helpful staff and the starter is awesome.

Yes, I recommend this course.

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prev 1 2 3 4 5 ... 21 next

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Orlando

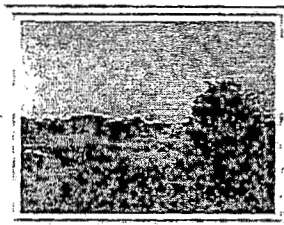
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Windermere Country Club

★★★★★ [Read all 624 reviews](#) [Write a review](#)

2710 Butler Bay Dr N
 Windermere, FL 34786-6110
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Please read the Ratings & Reviews sections above to hear from golfers who have recently experienced Windermere Country Club!

Windermere Country Club is nestled between Lake Crescent and Lake Roberts, just 15 minutes from Orlando area attractions. The friendly, unhurried surroundings provide a backdrop for a 18 hole, par-72 golf course that is manageable for "weekend golfers" while providing a challenge to skilled shotmakers. The forested and undulating greens, which were renovated in 2010, match the course's rolling fairways that weave through the properties' natural environment of lakes, marshes and wetlands. Four sets of tees are available to give each golfer the option of playing a course measuring up to 6,700 yards. With rates as low as \$25, Windermere Country Club is a memory waiting to happen.

Course Information for Windermere Country Club

[Course Information](#) [Weather](#) [Reviews](#)

Course reviews

★★★★★ 4.5

Pace of Play	★★★★★	Good
Course Conditions	★★★★★	Good
Staff Friendliness	★★★★★	Good
Value for the Money	★★★★★	Good
Quality of food & beverage	★★★★★	Good
Conditions of overall facilities	★★★★★	Good

534 out of 535 (99%) reviewers recommend this course.

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★★★★★ 4.5

Date of Play: July 11, 2015

Course in good shape

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000112

1/15

11/13/2015

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Posted by: Geoff7816303 on July 12, 2015



From: Windermere

Verified Purchaser

Pace of Play	☆☆☆☆	Good	Type of Golfer: Advanced
Course Conditions	☆☆☆☆	Good	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆	Excellent	Handicap: 10-14
Value for the Money	☆☆☆☆	Excellent	First time playing this course: No
Quality of food & beverage	☆☆☆☆	Excellent	Please send me expert tips and special offers.: No
Conditions of overall facilities	☆☆☆☆	Good	

Better shape than last I played. Bunker sand inconsistent.

Yes, I recommend this course.

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☆☆☆☆

4 / 5

Date of Play: July 11, 2015

Excellent

Posted by: Santos1257233 on July 12, 2015

From: Winter Park

Verified Purchaser

Pace of Play	☆☆☆	Average	Type of Golfer: Intermediate
Course Conditions	☆☆☆☆	Good	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆	Excellent	First time playing this course: Yes
Value for the Money	☆☆☆☆	Excellent	Please send me expert tips and special offers.: Yes
Quality of food & beverage	☆☆☆	Average	
Conditions of overall facilities	☆☆☆☆	Good	

It Was my first time at this course, as a matter of fact was good, from behind T is a very challenge course. The greens are just a little hard, they dint relieved to much, But in general was good round.

Yes, I recommend this course.

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Helpful 0

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☆☆☆☆

4 / 5

Date of Play: July 3, 2015

Very nice course, not too challenging but just enough!

Posted by: Joseph5315765 on July 5, 2015

From: Winter Springs, FL, USA

Verified Purchaser

Pace of Play	☆☆☆☆	Good	Type of Golfer: Intermediate
Course Conditions	☆☆☆☆	Excellent	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆	Good	Handicap: 15-19
Value for the Money	☆☆☆☆	Good	First time playing this course: Yes
Conditions of overall facilities	☆☆☆☆	Excellent	Please send me expert tips and special offers.: No

11/13/2015

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First time playing this course, I was looking for someplace new to go and was browsing GolfNow when I saw this. Chose it based on the reviews from previous players and was glad that I did. Greens were in great condition. Fairways actually were green and well maintained which is a rare find this time of year. I'm not a great golfer but some holes were easier than others and if you played your best right you were setting good for your next shot. Staff was friendly and facilities were clean. I can't rate the food and beverage because I didn't eat or drink anything there. Pace of play was good but I started at 2:15pm and the course was steady not busy.

Yes, I recommend this course.

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★★★★★ 4/5

Date of Play: July 3, 2015

Nice place to play

Posted by: Dwayne13 on July 3, 2015
Age: 45-54 Gender: Male

Pace of Play	★★★★★	Excellent	Type of Golfer: Beginner
Course Conditions	★★★★★	Excellent	How often do you play: Once a week
Staff Friendliness	★★★★★	Excellent	First time playing this course: Yes
Value for the Money	★★★★★	Good	Please send me expert tips and special offers.: No
Quality of food & beverage	★★★★★	Good	
Conditions of overall facilities	★★★★★	Excellent	

It was a very nice course to play with short notice.

Yes, I recommend this course.

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★★★ 3/5

Date of Play: June 29, 2015

The tale of one nine!

Posted by: Jerry648707 on June 30, 2015
From: Keller, TX Age: 45-54 Gender: Male

Pace of Play	★★★★	Good	Type of Golfer: Advanced
Course Conditions	★★★	Average	How often do you play: A few times a week
Staff Friendliness	★★★	Average	Handicap: 0-4
Value for the Money	★★★★★	Good	First time playing this course: Yes
Quality of food & beverage	★★★	Average	Please send me expert tips and special offers.: No
Conditions of overall facilities	★★★	Average	

Overall, the course is a pretty good track. Did not get to see the back nine due to slow food and beverage. While waiting, a tournament was slowed to start on 10 and we had to play the front 9 again... We'll not be returning!!

No, I do not recommend this course.

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★★★★ 4/5

Date of Play: June 27, 2015

Immaculate Greens

Posted by: ataylor75 on June 23, 2015
From: Oviedo, FL

Verified Purchaser

Pace of Play	★★	Fair	Type of Golfer: Intermediate
Course Conditions	★★★★	Good	How often do you play: Once a week
Staff Friendliness	★★★★	Good	Handicap: 10-14
Value for the Money	★★★★★	Excellent	First time playing this course: Yes
Quality of food & beverage	★★★★	Good	Did you play 9 holes? No
Conditions of overall facilities	★★★★	Good	Did you play as a single: No
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Excellent
			Please send me expert tips and special offers.: No

Greens played really nicely, nicely sloped back to front, slow groups in front of us, but overall a decent track. Good value for money for a Saturday round. The back holes once you cross the road are tighter and more challenging.

Player tip: Long grass just off of fairway, so quite a few lost balls are possible, even with well hit shots. Of course, there are also balls to be found!

Yes, I recommend this course.

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★★★★ 4/5

Date of Play: June 26, 2015

good course

Posted by: jhormann on June 27, 2015

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★	Good	How often do you play: Once a month
Staff Friendliness	★★★★	Good	Handicap: 15-19
Value for the Money	★★★★★	Excellent	First time playing this course: No
Quality of food & beverage	★★★★	Good	Did you play 9 holes? No
Conditions of overall facilities	★★★★	Good	Did you play as a single: No
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Excellent
			Please send me expert tips and special offers.: No

overall a great course had some drainage issues on hole 11 and was cart path only, its a decent test of your game.

Yes, I recommend this course.

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★★★ 3/5

Date of Play: June 25, 2015

11/13/2015

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6/25/2015

Posted by: ATD04 on June 28, 2015

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Advanced
Course Conditions	★★	Fair	How often do you play: Once a month
Staff Friendliness	★★★★★	Excellent	Handicap: 5-9
Value for the Money	★★★	Average	First time playing this course: No
Conditions of overall facilities	★★★	Average	Did you play as a caddy: No
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Poor
			Please send me expert tips and special offers.: No

The greens were very chewed up, inconsistent speed, and had just been top dressed. When the greens are in good shape, this is a very fun golf course. When they are in poor shape, it's a game of hit and hope.

Player tip: When the greens are fast, keep it below the hole.

Yes, I recommend this course.

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★★★★ 3/5

Date of Play: June 18, 2015

Not as good as I had been told!

Posted by: Nicholas496341 on June 23, 2015

From: Ellicott City, MD, USA Age: 45-54 Gender: Male

Pace of Play	★★★★	Good	Type of Golfer: Advanced
Staff Friendliness	★★★★	Good	How often do you play: A few times a week
Value for the Money	★★★★	Good	Handicap: 5-9
Conditions of overall facilities	★★★	Average	First time playing this course: Yes
			Please send me expert tips and special offers.: No

Played this course on the recommendation of several friends. The layout is ok but the condition of the greens, some of the fairways and areas that were in play were not good in several places. The greens were slow and very bobbly making it difficult to putt. Also a few of the holes were tricked up to make them tougher and make the course more challenging but this was difficult to understand when I didn't need it. 0!

Yes, I recommend this course.

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★★★★ 4/5

Date of Play: June 21, 2015

It Was too Hot That Day

Posted by: dwblack on June 22, 2015

From: Orlando, FL

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★	Good	How often do you play: Once a week

<http://www.golfnow.com/course-directory/florida-golf-courses/windermere-golf-courses/windermere-country-club/>

5/15

000116

11/13/2015

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Staff Friendliness	★★★★★	Good	Handicap: 15-19
Value for the Money	★★★★★	Good	First time playing this course: Yes
Quality of food & beverage	★★★★★	Average	Please send me expert tips and special offers.: No
Conditions of overall facilities	★★★★★	Average	

This seems like a good course. The day I played it was so hot it was hard to enjoy the course. Be prepared for lots of water. The greens were in good shape, putting rolled nicely, but it took a few holes to get used to the speed. We'll play again when it is cooler.

Yes, I recommend this course.

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★★★★★ 5/5

Date of Play: June 18, 2015

Perfect time of the day!

Posted by: edleklings17 on June 18, 2015
From: Windermere, FL

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★★	Excellent	How often do you play: Once a week
Staff Friendliness	★★★★★	Excellent	First time playing this course: No
Value for the Money	★★★★★	Excellent	Please send me expert tips and special offers.: Yes
Quality of food & beverage	★★★★★	Excellent	
Conditions of overall facilities	★★★★★	Excellent	

This is my first time playing this course in the afternoon. Booked with GolfNow App at 3:55pm, Tee Time at 4:45pm done by 6:30pm. It was awesome! The course conditions are excellent, very friendly staff and clean facilities. To my surprise, the added or I should say, soccer golf to the campus, so, you gonna see the big fidgeted holes throughout the fairways. They are strategically located so it didn't bother me. Already looking forward to another round.

Yes, I recommend this course.

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★★★★★ 4/5

Date of Play: June 12, 2015

Always love playing at Windermere CC

Posted by: u030004503523 on June 18, 2015
From: Windermere, FL

Verified Purchaser

Pace of Play	★★★★★	Good	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	How often do you play: Once a month
Staff Friendliness	★★★★★	Excellent	First time playing this course: No
Value for the Money	★★★★★	Excellent	Please send me expert tips and special offers.: No
Quality of food & beverage	★★★★★	Good	
Conditions of overall facilities	★★★★★	Excellent	

Had no much fun playing with a friend but had to deal with the heat!

Yes, I recommend this course.

11/13/2015

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★★★★☆ 4/5

Date of Play: June 16, 2015

Course needs help

Posted by: robbys11 on June 17, 2015
 From: Orlando Gender: Male

Verified Purchaser

Pace of Play	★★★★☆	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★☆	Good	How often do you play: A few times a week
Staff Friendliness	★★★☆☆	Average	First time playing this course: Yes
Value for the Money	★★★★☆	Good	Please send me expert tips and special offers.: No
Conditions of overall facilities	★★★★☆	Good	

The course layout is very good. The greens need a lot of help. They were rough and very bumpy, even though I feel that the course was in reasonable shape.

Only met one person who was the Pro Shop attendant, had get your own cart and fend for yourself for everything. Was my first time playing there and offered no help on playing course. Luckily, there was a twosome ahead of me who had played the course before and offered me to join them.

The fairways were in very good condition, the roughs were quite high making a missed fairway a real test for your next shot.

Overall impression is a good course with some serious work could be a great test.

Yes, I recommend this course.

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★★★★☆ 4/5

Date of Play: June 14, 2015

Needs some TLC, but still a good course and fun

Posted by: dlanes44 on June 15, 2015
 From: Tampa, FL

Verified Purchaser

Pace of Play	★★★★☆	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★☆	Good	How often do you play: Once a week
Staff Friendliness	★★★★☆	Excellent	Handicap: 15-19
Value for the Money	★★★★☆	Good	First time playing this course: Yes
Quality of food & beverage	★★★★☆	Excellent	Did you play 9 holes? No
Conditions of overall facilities	★★★★☆	Good	Did you play as a single? No
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Excellent
			Please send me expert tips and special offers.: No



Scheduled tee time Sun @ 1200 and was on time, starter gave a speech and tips for us since we were first timers... Staff was great and they had water and ICE on the course, but no cart girl, some of the greens need some work but all in all the green were true... same with the tee boxes, some need some work; the fairways were hard and in need of water, hopefully the summer rains will help them out, and roughs were a bit thick so you had to hunt for balls if you did not hit the fairways.

Player tip: Not many markers on course, bring your range finder...

Yes, I recommend this course.

11/13/2015

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★★★★★ 5 / 5

Date of Play: June 13, 2015

Worth trip from Route 192

Posted by: Larrzej on June 14, 2015

From Florida

Verified Purchaser

Pace of Play	★★★★	Average	Type of Golfer: Intermediate
Course Conditions	★★★★★	Excellent	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	First time playing this course: No
Value for the Money	★★★★★	Excellent	Please send me expert tips and special offers.: No
Conditions of overall facilities	★★★★★	Excellent	

We were a twosome between two fouromes, but there was a nice breeze so no complaints to MIKE ADLER, ranger, who came by twice to make sure that we were enjoying ourselves. It was our sixth round of golf in six days and we couldn't have found a better place to end our golf vacation. We were too tired to stop for anything in the club house. Cart girl checked us for services and there was plenty of ice along the course.

Yes, I recommend this course.

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★★★★★ 4 / 5

Date of Play: June 11, 2015

Good course / always enjoy

Posted by: Tenny1350429 on June 12, 2015

From The Villages, FL

Verified Purchaser

Pace of Play	★★★★★	Good	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	How often do you play: A few times a week
Staff Friendliness	★★★★★	Good	First time playing this course: No
Value for the Money	★★★★★	Good	Please send me expert tips and special offers.: No
Quality of food & beverage	★★★★★	Good	
Conditions of overall facilities	★★★★★	Good	

Good course / staff / conditions / always enjoy playing there. Always a good value.

Yes, I recommend this course.

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★★★ 3 / 5

Date of Play: June 7, 2015

Seems to be going downhill...

11/13/2015

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Posted by: Norm5454517 on June 8, 2015

From Lakeland, FL Age: 35-44 Gender: Male

Verified Purchaser

Pace of Play	☆☆☆	Average	Type of Golfer: Advanced
Course Conditions	☆☆☆	Average	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆	Good	Handicap: 5-9
Value for the Money	☆☆☆☆	Good	First time playing this course: No
Quality of food & beverage	☆☆☆	Average	Please send me expert tips and special offers.: No
Conditions of overall facilities	☆☆☆	Average	

Played here once before and it was pristine, this time not so much. Tee boxes are a mess, rough is well, rough tons of weeds all over which doesn't help the overall look. Tons of singles out, let numerous play thru, took almost 4.5 hours for 4, not terrible but... Greens were ok, grainy and still heaving in some cases and some had some bad spots. Oh and they play fool golf out here now, wonder if that's a sign of the times?? Also had to pay an additional \$15 for a spectator to ride in a cart. Not complaining just thought that too was a sign. It was a great deal on golf now and certainly will go back but hope it's in better shape.

Yes, I recommend this course.

Share this review

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Post a comment

☆☆☆☆ 4/5

Date of Play: June 6, 2015

Great layout



Posted by: Greg5078245 on June 7, 2015

From Orlando, FL, USA Age: 25-34 Gender: Male

Pace of Play	☆☆☆☆☆	Excellent	Type of Golfer: Advanced
Course Conditions	☆☆☆	Average	How often do you play: Once a week
Staff Friendliness	☆☆☆☆	Good	Handicap: 5-9
Value for the Money	☆☆☆☆☆	Excellent	First time playing this course: Yes
Quality of food & beverage	☆☆☆	Average	Please send me expert tips and special offers.: No
Conditions of overall facilities	☆☆☆	Average	

Course was fun layout was great could be in better condition but was not bad only problem was I was going to buy a 6 pack at the time and it was \$25 if I got it from the cart it was only \$20 walked for the cart never saw it on the back 9

Yes, I recommend this course.

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☆☆☆☆☆ 5/5

Date of Play: June 1, 2015

Challenging Greens

Posted by: kardin on June 2, 2015

From St Augustine

Verified Purchaser

Pace of Play	☆☆☆☆☆	Excellent	Type of Golfer: Intermediate
Course Conditions	☆☆☆☆☆	Excellent	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆☆	Excellent	Handicap: 15-19
Value for the Money	☆☆☆☆☆	Excellent	First time playing this course: No

11/13/2015

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Quality of food & beverage ★★★★★ Excellent
 Conditions of overall facilities ★★★★★ Excellent

Did you play 9 holes? No
 Did you play as a single? Yes
 Did you walk or ride? Ride
 Course difficulty: Extremely Challenging
 How was the weather? Excellent
 Please send me expert tips and special offers.: No

Course is fun to play with challenging greens. Staff is very friendly and professional. Course is in top notch condition with interesting holes. This is no cookie cutter course.

Yes, I recommend this course.

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Post a comment

★★★

3 / 5

Date of Play: May 25, 2015

Karen

Posted by: karenblacahn on May 27, 2015
 From: California Gender: Female

Verified Purchaser



Pace of Play ★★★★★ Good
 Course Conditions ★★ Fair
 Staff Friendliness ★★★★★ Average
 Value for the Money ★★★★★ Average
 Quality of food & beverage ★★★★★ Average
 Conditions of overall facilities ★★★★★ Average

Good
 Fair
 Average
 Average
 Average
 Average

Type of Golfer: Advanced
 How often do you play: A few times a week
 Handicap: 20-24
 First time playing this course: Yes
 Please send me expert tips and special offers.: No

Course in need of attention. Greens slow and bumpy, fairway full of high weeds. Clubhouse has no air conditioning.

No, I do not recommend this course.

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★★★

3 / 5

Date of Play: May 25, 2015

Could of been better

Posted by: Kevin5133330 on May 25, 2015
 From: Dearborn, MI

Verified Purchaser

Pace of Play ★★★★★ Excellent
 Course Conditions ★★ Fair
 Staff Friendliness ★★★★★ Excellent
 Value for the Money ★★★★★ Average
 Conditions of overall facilities ★★★★★ Average

Type of Golfer: Advanced
 How often do you play: A few times a week
 Handicap: 5-9
 First time playing this course: Yes
 Please send me expert tips and special offers.: No

Upon arriving, I was excited by what I saw. Arriving at the 1st tee, disappointment set in. Course layout is challenging, but needs loads of TLC. Greens were uneven and slow, tee boxes overgrown and weedy, fairways needed attention. Upside, was the pace of play was great!

Yes, I recommend this course.

11/13/2015

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★★★★★ 4/5

Date of Play: May 17, 2015

Lovely course - great greens

Posted by: u000b25534325 on May 25, 2015

From: London, England

Verified Purchaser

Pace of Play	★★★★★	Good	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	How often do you play: A few times a week
Staff Friendliness	★★★★★	Good	Handicap: 15-19
Value for the Money	★★★★★	Good	First time playing this course: No
Quality of food & beverage	★★★★★	Good	Did you play 9 holes? No
Conditions of overall facilities	★★★★★	Good	Did you play as a single? No
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Good
			Please send me expert tips and special offers.: No

We played this course 4 times and enjoyed it every time. The greens were great. There was plenty of interesting holes, some with water. Plenty of wild life. The staff were very friendly and the cart guy was really helpful. There was plenty of drinking water available on the course.

Pace of play was good.

Yes, I recommend this course.

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★★★★★ 4/5

Date of Play: March 27, 2015

Very good course

Posted by: cabasyx on May 23, 2015

From: Mississauga, ON Age: 45-54 Gender: Male

Top 250 contributor

Pace of Play	★★★★★	Good	Type of Golfer: Intermediate
Course Conditions	★★★★★	Excellent	How often do you play: Once a week
Staff Friendliness	★★★	Fair	Handicap: 15-19
Value for the Money	★★★★★	Excellent	First time playing this course: Yes
Quality of food & beverage	★★★★	Average	Did you play 9 holes? No
Conditions of overall facilities	★★★★★	Good	Did you play as a single: Yes but paired up
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Excellent

This is a very good course. However, the service definitely needs to be improved.

Yes, I recommend this course.

Share this review

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11/13/2015

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★★★★★ 4/5

Date of Play: March 27, 2015

Good course

Posted by: cobrays on May 22, 2015

From: Mississauga, ON Age: 45-54 Gender: Male

Top 250 contributor

Pace of Play	★★★★★	Good	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	How often do you play: Once a week
Staff Friendliness	★★★	Fair	Handicap: 15-19
Value for the Money	★★★★★	Excellent	First time playing this course: Yes
Quality of food & beverage	★★★★	Average	Did you play 9 holes? No
Conditions of overall facilities	★★★★★	Good	Did you play as a single: Yes but paired up
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Good

It's a very good course with reasonable price. However, the service needs to be improved!

Yes, I recommend this course.

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★★★★★ 4/5

Date of Play: May 16, 2015

nice course

Posted by: u804522921 on May 16, 2015

From: Durham NC Age: 55-64 Gender: Female

Pace of Play	★★★	Average	Type of Golfer: Advanced
Course Conditions	★★★★	Average	How often do you play: Once a week
Staff Friendliness	★★★★★	Good	First time playing this course: Yes
Value for the Money	★★★★★	Good	Please send me export tips and special offers: No
Quality of food & beverage	★★★★	Average	
Conditions of overall facilities	★★★★★	Good	

The course was in good shape. Greens were not as great as I hoped but okay. A bit of water and bunkers on the course. Okay for the money. Would play again.

Yes, I recommend this course.

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★★★★★ 5/5

Date of Play: May 11, 2015

first time ans will be my favourite

Posted by: Jerome51 on May 11, 2015

From: Canton, UN Age: 55-64 Gender: Male

Pace of Play	★★★★★	Excellent	Type of Golfer: Beginner
Course Conditions	★★★★★	Excellent	How often do you play: Once a week
Staff Friendliness	★★★★★	Excellent	First time playing this course: Yes

11/13/2015



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Value for the Money ★★★★★ Excellent
 Conditions of overall facilities ★★★★★ Good

Please send me expert tips and special offers.: No

First time I play in Florida the weather is very hot I don't use too li this course is nice with trees not too many people, little bit challenging good course conditions, staff friendly value for the money, next I will be around if I play at Windermere!

Yes, I recommend this course.

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Helpful 0 0

Post a comment

★★★★★ 5/5

Date of Play: May 11, 2015

first time and be one of my favourite!



Posted by: Jerome51 on May 11, 2015
 From: Coton, UN Age: 55-64 Gender: Male

Pace of Play ★★★★★ Excellent
 Course Conditions ★★★★★ Excellent
 Staff Friendliness ★★★★★ Excellent
 Value for the Money ★★★★★ Excellent
 Conditions of overall facilities ★★★★★ Good

Type of Golfer: Beginner
 How often do you play: Once a week
 First time playing this course: Yes

first time I play in Florida the weather is very hot I don't use too li this course is nice with trees not too many people, little bit challenging good course conditions staff friendly value for the money, next I will be around if I play at Windermere!

Yes, I recommend this course.

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Helpful 0 0

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★★★ 3/5

Date of Play: May 5, 2015

This course has a good layout

Posted by: Frankceles on May 7, 2015
 From: UK

Verified Purchaser

Pace of Play ★★★★★ Good
 Course Conditions ★★★★★ Fair
 Staff Friendliness ★★★★★ Good
 Value for the Money ★★★★★ Good
 Conditions of overall facilities ★★★★★ Good

Type of Golfer: Intermediate
 How often do you play: A few times a week
 First time playing this course: No
 Please send me expert tips and special offers.: No

Played this course a few times unfortunately the standard has dropped used to be first class but now generally poor especially the tees and fairways.

Yes, I recommend this course.

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6/7/15

6

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★★★★★ 5 / 5

Date of Play: May 2, 2015

Great Chapel

Posted by: TDU on May 4, 2015

From: Winter Springs, FL Age: 55-64 Gender: Male

Top 500 contributor

Pace of Play	★★★★★	Good	Type of Golfer: Intermediate
Course Conditions	★★★★★	Excellent	How often do you play: Once a week
Staff Friendliness	★★★★★	Excellent	Handicap: 10-14
Value for the Money	★★★★★	Excellent	First time playing this course: No
Quality of food & beverage	★★★★★	Excellent	Did you play 9 holes? No
Conditions of overall facilities	★★★★★	Excellent	Did you play as a single: No
			Did you walk or ride: Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Excellent

The course was in excellent condition all around, greens fast, very nice experience!

Yes, I recommend this course.

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★★★★★ 4 / 5

Date of Play: April 30, 2015

course was a pleasant surprise

Posted by: jplante224 on May 2, 2015

From: Ballingham Ma

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	How often do you play: Once a week
Staff Friendliness	★★★★★	Excellent	First time playing this course: Yes
Value for the Money	★★★★★	Excellent	Please send me expert tips and special offers.: No
Quality of food & beverage	★★★★	Average	
Conditions of overall facilities	★★★★	Good	

Course was in good shape. Would play their again.holes where challenging. Greens where in good shape

Yes, I recommend this course.

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prev 1 2 3 4 5 21 next

NOTE: While every effort has been made to ensure accuracy, we advise you to check all information with the golf course before booking your tee-time or driving to the course.

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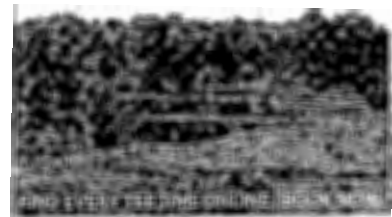
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★★★★★

[Read all 634 reviews](#) [Write a review](#)2716 Butler Bay Dr N
Windermere, FL 34786-5110
[URL: Course Website](#)[Map](#) | [Driving Directions](#)[VIEW TEE TIMES](#)Please read the [Ratings & Reviews](#) sections above to hear from golfers who have recently experienced Windermere Country Club!

Windermere Country Club is nestled between Lake Crescent and Lake Roberts, just 15 minutes from Orlando area attractions. The friendly, unthemed surroundings provide a backdrop for a 18 hole, par-72 golf course that is manageable for "weekend golfers" while providing a challenge to skilled shotmakers. The firm and undulating greens, which were renovated in 2010, match the course's rolling fairways that weave through the properties' natural environment of lakes, marshes and wetlands. Four sets of tees are available to give each golfer the option of playing a course measuring up to 6,700 yards. With rates as low as \$25, Windermere Country Club is a memory waiting to happen.

Course Information for Windermere Country Club

[Course Information](#) [Weather](#) [Reviews](#)**Course reviews**

★★★★★

4 / 5

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534 out of 535 (99%) reviewers recommend this course.

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★★★★★

4 / 5

Date of Play: April 29, 2015

good value for \$30

<http://www.golfnow.com/course-directory/florida-golf-courses/windermere-golf-courses/windermere-country-club/>

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11/13/2015

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Posted by: sh777111 on April 30, 2015

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★	Average	How often do you play: Once a week
Staff Friendliness	★★★★	Good	Handicap: 20-24
Value for the Money	★★★★★	Excellent	First time playing this course: Yes
Conditions of overall facilities	★★★★	Good	Did you play 9 holes?: No
			Did you play as a single: No
			Did you walk or ride: Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Good
			Please send me expert tips and special offers.: No

Nice course back 9 was tougher than the front.

No staff to greet us or load our bags. No starter which was fine as we went out as a fire ball.

Overall nice course greens were in good condition too boxes were a little ratty fairways were okay.

If you can play for \$30 or less go for it.

Yes, I recommend this course.

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★★★★

3 / 5

Date of Play: April 16, 2015

Disappointed

Posted by: u372277822 on April 28, 2015

Verified Purchaser

Pace of Play	★	Poor	First time playing this course: Yes
Course Conditions	★★★	Average	Please send me expert tips and special offers.: No
Staff Friendliness	★★★★	Good	
Value for the Money	★★	Fair	
Quality of food & beverage	★★★★	Good	
Conditions of overall facilities	★★★★	Good	

I had heard how great of a course this was but both myself and my friend were disappointed. It seems like it used to be a great course but at least when we played it did not seem to be the course it once was.

No, I do not recommend this course.

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★★★★

4 / 5

Date of Play: April 23, 2015

Nice course with a few rough patches

Posted by: gpg1 on April 25, 2015

From: Mississauga, ON, Canada Age: 45-54 Gender: Male

Top 25 contributor

Pace of Play	★★★★	Good	Type of Golfer: Intermediate
Course Conditions	★★★★	Good	How often do you play: Once a week

11/13/2015



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Staff Friendliness ★★★★★ Good
 Value for the Money ★★★★★ Good
 Quality of food & beverage ★★★★★ Good
 Conditions of overall facilities ★★★★★ Good

Handicap: 15-18
 First time playing this course: Yes
 Did you play 9 holes? No
 Did you play as a single: No
 Did you walk or ride: Ride
 Course difficulty: Somewhat Challenging
 How was the weather: Average
 Please send me expert tips and special offers.: No

Overall, the course and club house are nice, some of the fairways need some attention. Greens and sand traps were in good shape. The club house is quite nice

Yes, I recommend this course.

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★★★★★ 5 / 5

Date of Play: April 22, 2015

I'd play Windermere again!

Posted by: u635502416 on April 24, 2015

Verified Purchaser

Pace of Play ★★★★★ Excellent
 Course Conditions ★★★★★ Good
 Staff Friendliness ★★★★★ Excellent
 Value for the Money ★★★★★ Excellent
 Quality of food & beverage ★★★★★ Excellent
 Conditions of overall facilities ★★★★★ Excellent

First time playing this course: Yes
 Did you play 9 holes? No
 Did you play as a single: Yes
 Did you walk or ride: Ride
 Course difficulty: Somewhat Challenging
 How was the weather: Good
 Please send me expert tips and special offers.: No

Upon arrival I was greeted politely and had all my needs met by the friendly staff. The course was in good condition and the greens are nice.

Pro tip: Beware after hole 13. 14th tee box I don't think is clearly marked; it goes to the right and across the road.

Yes, I recommend this course.

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★★★★★ 4 / 5

Date of Play: April 18, 2015

Beautiful and challenging

Posted by: ort3met on April 20, 2015

From: Orlando

Verified Purchaser

Pace of Play ★★★★★ Good
 Course Conditions ★★★★★ Good
 Staff Friendliness ★★★★★ Good
 Value for the Money ★★★★★ Good
 Quality of food & beverage ★★★★★ Excellent
 Conditions of overall facilities ★★★★★ Good

Type of Golfer: Intermediate
 How often do you play: Once a week
 Handicap: 10-14
 First time playing this course: No
 Did you play 9 holes? No
 Did you play as a single: No
 Did you walk or ride: Ride
 Course difficulty: Somewhat Challenging
 How was the weather: Excellent

11/13/2015

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Please send me expert tips and special offers.: No

Great golf course with as much of a challenge as you want. Holes 15-18 and 18 and three great finishing holes and will make or break your round at Windermere. The grill at the bar is great and the course is in better shape than it has been. Staff could use some wood kites on a few tee boxes, but overall excellent course and a good value. Will play it again soon!

Yes, I recommend this course.

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helpful 0

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★★★★★ 4/5

Date of Play: April 18, 2015

Good Course

Posted by: Fidelhinojosa on April 18, 2015

Verified Purchaser

Pace of Play	★★★★	Good	Type of Golf: Intermediate
Course Conditions	★★★★	Average	How often do you play: Once a month
Staff Friendliness	★★★★★	Excellent	First time playing this course: No
Value for the Money	★★★★	Average	Please send me expert tips and special offers.: No
Quality of food & beverage	★★	Fair	
Conditions of overall facilities	★★★★	Average	

Much improved not very well maintained last year, greens in good shape, will return.

Yes, I recommend this course.

Share this review

helpful 0

Post a comment

★★★★★ 5/5

Date of Play: April 17, 2015

Excellent Experience

Posted by: Jermarco on April 18, 2015

Verified Purchaser

Pace of Play	★★★★	Good	First time playing this course: No
Course Conditions	★★★★★	Excellent	Did you play 9 holes? No
Staff Friendliness	★★★★★	Excellent	Did you play as a single? No
Value for the Money	★★★★	Good	Did you walk or ride: Ride
Quality of food & beverage	★★★★	Good	Course difficulty: Somewhat Challenging
Conditions of overall facilities	★★★★★	Excellent	How was the weather: Good
			Please send me expert tips and special offers.: No

Course is very well maintained. Staff are friendly and helpful. Love playing this course.

Yes, I recommend this course.

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helpful 0

Post a comment

★★★★ 4/5

Date of Play: April 17, 2015

Great layout and value for money

Posted by: DRByron on April 18, 2015

From: Kissimmee

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★	Average	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	Handicap: 20-24
Value for the Money	★★★★★	Excellent	First time playing this course: No
Quality of food & beverage	★★★★★	Good	Did you play 9 holes? No
Conditions of overall facilities	★★★★★	Good	Did you play as a single? No
			Did you walk or ride? Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Good
			Please send me expert tips and special offers.: No

Played here several times but this time early morning after night of heavy rain. Fairways understandably a bit wet in parts so less ball carry but greens still quite fast and became faster as the morning went on & they dried out. Some of the tee boxes were rather worn and scrappy but still a lovely course. Pace of play excellent. 3-ball completed in under 4 hours. Some excellent deals with GolfNetwork - Sunday \$46 package included lunch (sandwich, chips & soda). We definitely play there again.

Yes, I recommend this course.

Share this review



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★★★★ 4/5

Date of Play: April 8, 2015

Awesome layout, conditions are so-so

Posted by: u630086904682 on April 10, 2015

From: Windermere, FL Age: 25-34 Gender: Female

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Advanced
Course Conditions	★★★★	Average	How often do you play: Once a week
Staff Friendliness	★★★★★	Excellent	Handicap: 5-9
Value for the Money	★★★★★	Good	First time playing this course: Yes
Conditions of overall facilities	★★★★★	Good	Did you play 9 holes? No
			Did you play as a single: Yes
			Did you walk or ride: Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Good
			Please send me expert tips and special offers.: No

I liked the back 9 wayyyy better than the front. The condition seemed much better too. Tee boxes and fairways were all chewed up on the front, sandy. The back 9 when you cross the road is the best part of the whole course.

Not a bad deal if you got the post-spin rate

Yes, I recommend this course.

Share this review



Post a comment

11/13/2015

Windermere Golf Course, Windermere Country Club - Windermere, Florida Golf Course Directory | Course Finder | GolfNow.com

★★★★☆ 4/5

Date of Play: April 4, 2015

Early morning values!

Posted by: u632307859 on April 10, 2015

From: Wisconsin

Verified Purchaser

Pace of Play ★★★★★ Excellent
 Course Conditions ★★★★★ Good
 Staff Friendliness ★★★★★ Excellent
 Value for the Money ★★★★★ Excellent
 Conditions of overall facilities ★★★★★ Good

Type of Golfer: Intermediate
 How often do you play: A few times a week
 First time playing this course: No
 Please send me expert tips and special offers.: No

Spring break golf is a must for my wife and I. Great value for the money! Of the four times we golfed this week, twice we golfed here. We knew it was good. Found it on golfnow.com.

Yes, I recommend this course.

Share this review

Facebook

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Post a comment

★★★★☆ 4/5

Date of Play: April 8, 2015

Great value !!

Posted by: Nicholas4324833 on April 9, 2015

Verified Purchaser

Pace of Play ★★★★★ Good
 Course Conditions ★★★★★ Good
 Staff Friendliness ★★★★★ Good
 Value for the Money ★★★★★ Excellent
 Quality of food & beverage ★★★★★ Excellent
 Conditions of overall facilities ★★★★★ Excellent

Type of Golfer: Beginner
 How often do you play: A few times a week
 First time playing this course: Yes
 Please send me expert tips and special offers.: No

I used the golf now app and got a great deal on a single player 18 hole round. Course was well kept and greens played true. Gator on the 7th hole was a bit intimidating but I'm just not used to them being from Texas. Haha awesome day!

Yes, I recommend this course.

Share this review

Facebook

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Post a comment

★★★★☆ 4/5

Date of Play: April 5, 2015

Nice design, dry conditions

Posted by: georgesobitelle on April 8, 2015

From: Montreal, Canada Age: 55-64 Gender: Male

Verified Purchaser

Pace of Play ★★★★★ Excellent
 Course Conditions ★★★★★ Average
 Staff Friendliness ★★★★★ Excellent

Type of Golfer: Intermediate
 How often do you play: Once a week
 Handicap: 10-14

11/13/2015

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Value for the Money	★★★★★	Good	First time playing this course: Yes
Conditions of overall facilities	★★★★★	Good	Did you play 9 holes? No
			Did you play as a single: Yes
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Good
			Please send me expert tips and special offers.: No

Played as a single. Design very nice but fairways dried up. Greens ok.

Yes, I recommend this course.

Share this review  

REVIEW 0

0

Post a comment

★★★★★

4/5

Date of Play: April 7, 2015

pleasant day

Posted by: ryanneeth on April 9, 2015



From: bay city, michigan

Verified Purchaser

Pace of Play	★★★★★	Good	Type of Golfer: Advanced
Course Conditions	★★★★★	Good	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	Handicap: 0-4
Value for the Money	★★★★★	Excellent	First time playing this course: Yes
Quality of food & beverage	★★★★★	Good	Did you play 9 holes? Yes
Conditions of overall facilities	★★★★★	Good	Did you play as a single: No
			Did you walk or ride: Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Excellent
			Please send me expert tips and special offers.: No

The course was beautiful. Great price for Orlando area. The speed of the greens were not as fast as we thought they would be. A definite re play

Yes, I recommend this course.

Share this review  

REVIEW 0

0

Post a comment

★★★★★

4/5

Date of Play: April 7, 2015

Great Track

Posted by: sthanson on April 8, 2015

From: Clermont, FL Age: 55-64 Gender: Female

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	How often do you play: Once a week
Staff Friendliness	★★★★★	Excellent	First time playing this course: No
Value for the Money	★★★★★	Excellent	Please send me expert tips and special offers.: No
Quality of food & beverage	★★★★★	Good	
Conditions of overall facilities	★★★★★	Good	

11/13/2015

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Great Track for the money. Course in good condition coming off a Florida season. I have played here many times and the course is consistently in good shape and reasonably priced!

Yes, I recommend this course.

Share this review  

helpful 0

0

Post a comment

★★★★

4 / 5

Date of Play: April 7, 2015

Great course!

Posted by: zaldib0502 on April 5, 2015

From: Windermere, FL

Verified Purchaser

Pace of Play	★★★★★	Excellent
Course Conditions	★★★★	Average
Staff Friendliness	★★★★★	Excellent
Value for the Money	★★★★★	Good
Quality of food & beverage	★★★★★	Good
Conditions of overall facilities	★★★★★	Good

How often do you play: Once every three months

First time playing this course: No

Please send me expert tips and special offers.: No

The staff was very friendly and accommodating. Challenging yet a lot of fun to play.

I will be back!

Yes, I recommend this course.

Share this review  

helpful 1

0

Post a comment

★

1 / 5

Date of Play: April 6, 2015

let down

Posted by: Brian429826 on April 7, 2015

Verified Purchaser

Pace of Play	★★	Fair
Course Conditions	★	Poor
Staff Friendliness	★★	Fair
Value for the Money	★	Poor
Quality of food & beverage	★★★★★	Good
Conditions of overall facilities	★★★★	Average

Type of Golfer: Advanced



How often do you play: A few times a week

First time playing this course: Yes

Please send me expert tips and special offers.: Yes

Tee boxes were awful. Fairways sport at best greens avg shape. Not impressed at all. Have played most of the Orlando area courses...most are much better. Brian m. Handicap-6

No, I do not recommend this course.

Share this review  

helpful 0

0

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11/13/2015

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★★★★★ 5/5

Date of Play: April 4, 2015

Very nice!

Posted by: RichardB165307 on April 5, 2015
From: Orlando FL

Verified Purchaser

Pace of Play ★★★★★ Excellent
 Course Conditions ★★★★★ Good
 Staff Friendliness ★★★★★ Excellent
 Value for the Money ★★★★★ Excellent
 Quality of food & beverage ★★★★★ Excellent
 Conditions of overall facilities ★★★★★ Excellent

Type of Golfer: Advanced
 How often do you play: A few times a week
 First time playing this course: No
 Please send me expert tips and special offers.: No

Nice track year round? Will return through the summer months.

Yes, I recommend this course.

Share this review

Helpful 0 0

Post a comment

★★★ 3/5

Date of Play: April 3, 2015

All Doglegs

Posted by: hanzhonda on April 5, 2015
From: Sanford, FL, USA

Top 1000 contributor

Verified Purchaser

Pace of Play ★★ Fair
 Course Conditions ★★★★★ Average
 Staff Friendliness ★★★★★ Excellent
 Value for the Money ★★★★★ Average
 Quality of food & beverage ★★★★★ Good
 Conditions of overall facilities ★★★★★ Average

Type of Golfer: Intermediate
 How often do you play: A few times a week
 Handicap: 10-14
 First time playing this course: Yes
 Did you play 9 holes? No
 Did you play as a single? No
 Did you walk or ride: Ride
 Course difficulty: Somewhat Challenging
 How was the weather: Excellent
 Please send me expert tips and special offers.: No

The majority of the holes were doglegs at the Windermere Country Club. A few times we had to guess just where to put our drives. Course condition was average, especially the greens. 3 or 4 of the greens were sloped sideways to such a degree that well hit irons would not hold. Length of 6341 from the whites is longer than most courses in the area.

No, I do not recommend this course.

Share this review

Helpful 0 0

Post a comment

★★★ 3/5

Date of Play: April 3, 2015

Greens are the course's teeth

Posted by: u000903072530 on April 5, 2015

Verified Purchaser

11/13/2015

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Pace of Play	★★★★☆	Excellent	Type of Golfer: Advanced
Course Conditions	★★★☆☆	Average	How often do you play: A few times a week
Staff Friendliness	★★★★☆	Average	Handicap: 5-9
Value for the Money	★★★★☆	Average	First time playing this course: Yes
Quality of food & beverage	★★★★☆	Good	Did you play 9 holes? No
Conditions of overall facilities	★★★★☆	Good	Did you play as a single: Yes but pulled up
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Excellent
			Please send me expert tips and special offers.: Yes

Warned before hand by starter that all greens slope back to front and important to be on correct side of hole, so it wasn't a surprise. Paired with 2 local guys who also used Golf now to get on, but paid 1/2 of what I paid. I guess because they didn't commit until right before and I confirmed 3 days before as I was traveling. Not happy about that but I guess the cookie crumbled in my wallet...

Yes, I recommend this course.

Share this review  

0

Post a comment

★★★★★ 5/5

Date of Play: March 31, 2015

Great course

Posted by: u257022564 on April 4, 2015
From: Chicago

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	How often do you play: Once a week
Staff Friendliness	★★★★★	Excellent	First time playing this course: Yes
Value for the Money	★★★★★	Good	Please send me expert tips and special offers.: No
Quality of food & beverage	★★★★★	Good	
Conditions of overall facilities	★★★★★	Excellent	

I would recommend this course for their layout and their great greens. Played it early April and was surprised with the greens condition. They were firm and rolling true.

Yes, I recommend this course.

Share this review  

0

Post a comment

★★★★★ 4/5

Date of Play: March 31, 2015

Good course for the money

Posted by: obane93 on April 1, 2015

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Advanced
Course Conditions	★★★★☆	Average	How often do you play: A few times a week
Staff Friendliness	★★★★☆	Good	Handicap: 0-4
Value for the Money	★★★★★	Excellent	First time playing this course: Yes
Conditions of overall facilities	★★★★☆	Average	Did you play 9 holes? No
			Did you play as a single: Yes
			Did you walk or ride: Ride

11/13/2015

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Course difficulty: Moderate

How was the weather: Excellent

Please send me expert tips and special offers: No

Played early morning as a single and flew around the course which worked out great for my schedule. Important parts of course were very good greens and fairways were in very good shape with the greens rolling very nicely. The things of the course, rough sand traps etc., were in need of a little attention but for the money a great value. Good layout with holes that were fun to play.

Yes, I recommend this course.

Share this review

0 0

Post a comment

★★★★★ 5/5

Date of Play: March 29, 2015

Challenging!

Posted by: Cesar8150055 on March 31, 2015

From: Orlando

Verified Purchaser

Pace of Play ★★★★★ Excellent
 Course Conditions ★★★★★ Excellent
 Staff Friendliness ★★★★★ Excellent
 Value for the Money ★★★★★ Excellent
 Quality of food & beverage ★★★★★ Good
 Conditions of overall facilities ★★★★★ Excellent

Type of Golfer: Intermediate
 How often do you play: Once a week
 First time playing this course: Yes
 Please send me expert tips and special offers: No

It's a nice golf course, it can be really challenging when the wind blows up, holes 15 and 16 can make you feel miserable lol new green speed.

Yes, I recommend this course.

Share this review

0 0

Post a comment

Posted by: lucyteejones
 on April 1, 2015

Glad you were up for the challenge! Come back and visit soon

0 0

Comments: (1)

★★★

3/5

Date of Play: March 26, 2015

average

Posted by: u00000564355 on March 30, 2015

From: Beltsville, NJ, USA Age: 45-54 Gender: Male

Verified Purchaser

Pace of Play ★★★★★ Good
 Course Conditions ★★★★★ Average
 Staff Friendliness ★★★★★ Good
 Value for the Money ★★★★★ Good
 Quality of food & beverage ★★★★★ Good

Type of Golfer: Intermediate
 How often do you play: A few times a week
 Handicap: 10-14
 First time playing this course: No
 Did you play 9 holes? No

11/13/2015

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Conditions of overall facilities

☆☆☆

Average

Did you play as a single: No

Did you walk or ride: Ride

Course difficulty: Moderate

How was the weather: Good

Please send me expert tips and special offers.: No

Have played here 3 times now, (once a year for the past 3.) Has had better course conditions in the past. Fairways a little cruddy. And greens a little bumpy. Give it a 5.5. When I had talked to a resident from Florida and had mentioned I was going to play there, thought he put it right when he said, you think it would be in better condition where it located.

Yes, I recommend this course.

Share this review



Facebook 0

Twitter 0

Post a comment

Posted by luytestimes
on April 1, 2015

Thank you for coming back every year. Please email me directly to find out more about your experience at luytestimes@gmail.com

0

0

Comments (1)

☆☆☆

3/5

Date of Play: March 28, 2015

Beau layout, mais conditions moyennes.

Posted by: danielroy on March 30, 2015

From: Laval, Quebec, Canada Age: 45-54 Gender: Male

Verified Purchaser

Pace of Play

☆☆☆☆☆

Excellent

Type of Golfer: Intermediate

Course Conditions

☆☆☆☆

Average

How often do you play: A few times a week

Staff Friendliness

☆☆☆☆☆

Excellent

Handicap: 15-19

Value for the Money

☆☆☆☆☆

Good

First time playing this course: Yes

Quality of food & beverage

☆☆☆☆☆

Excellent

Did you play 9 holes? No

Conditions of overall facilities

☆☆☆☆☆

Good

Did you play as a single: No

Did you walk or ride: Ride

Course difficulty: Moderate

How was the weather: Average

Beaucoup trop de petites feuilles sur les aïcles qui devraient être ramassées.

Player tip: Ne tentez pas de couper le coin droit au départ du 15^e trou, car il se cache un hazard d'eau !

No, I do not recommend this course.

Share this review



Facebook 0

Twitter 0

Post a comment

☆☆☆

3/5

Date of Play: March 27, 2015

Pleasant round

Posted by: 0000902396857 on March 29, 2015

From: Duluth, MN, USA

Verified Purchaser

Pace of Play

☆☆☆☆☆

Excellent

Type of Golfer: Advanced

11/13/2015

Windermere Golf Course, Windermere Country Club - Windermere, Florida Golf Course Directory | Course Finder | GolfNow.com

Course Conditions	☆☆☆	Average	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆	Good	Handicap: 5-8
Value for the Money	☆☆☆☆	Good	First time playing this course: No
Quality of food & beverage	☆☆☆☆	Average	Did you play 9 holes? No
Conditions of overall facilities	☆☆☆☆	Average	Did you play as a single: No
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Excellent
			Please send me expert tips and special offers.: No

Fun layout. Fairway and tee box turf conditions could be a lot better. Greens were in good shape. I will play here again.

Yes, I recommend this course.

Share this review  

Helpful 0

0

Post a comment

Posted by lucytestlines
on April 1, 2015

Glad you had a pleasant time during your round at Windermere!

0

0

Comments (1)

☆☆☆☆

4 / 5

Date of Play: March 26, 2015

Will play again!

Posted by: Smoothsailing on March 28, 2015
From: Oshawa, Ontario

Verified Purchaser

Pace of Play	☆☆☆☆	Good	Type of Golfer: Intermediate
Course Conditions	☆☆☆☆	Good	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆	Excellent	First time playing this course: Yes
Value for the Money	☆☆☆☆	Good	Please send me expert tips and special offers.: Yes
Conditions of overall facilities	☆☆☆☆	Good	

Enjoyed the course very much. In very good shape. Staff were very welcoming.

Yes, I recommend this course.

Share this review  

Helpful 0

0

Post a comment

Posted by lucytestlines
on April 1, 2015

We hope you will come play again too! Glad you enjoyed the course

0

0

Comments (1)

☆☆☆

3 / 5

Date of Play: March 18, 2015

11/13/2015

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Very good course, though I've seen better condition here already....



Posted by: tom1k17 on March 27, 2015
 From: Orlando, FL, USA Age: 65+ Gender: Male

Top 10 contributor

Pace of Play	☆☆☆	Average	Type of Golfer: Advanced
Course Conditions	☆☆☆	Average	How often do you play: A few times a week
Staff Friendliness	☆☆	Fair	Handicap: 5-9
Value for the Money	☆☆☆	Average	First time playing this course: No
Quality of food & beverage	☆☆☆	Average	Did you play 9 holes? No
Conditions of overall facilities	☆☆☆	Average	Did you play as a single? No
			Did you walk or ride? Ride
			Course difficulty: Moderate

This course is partly challenging, but well playable. Some places the fairways and rough (and T-boxes!) require attention. Greens were just OK, but not in very good shape yet. Pace of play was good. No staff seen on course...

Yes, I recommend this course.

Share this review  

Twitter 0

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Post a comment

★★★★☆ 4/5

Date of Play: March 9, 2015

Quality golf course

Posted by: marvin10035 on March 27, 2015
 From: Green Bay, WI, USA Age: 55-64 Gender: Male

Verified Purchaser

Pace of Play	☆☆☆	Average	Type of Golfer: Intermediate
Course Conditions	★★★★☆	Good	How often do you play: A few times a week
Staff Friendliness	★★★★☆	Excellent	Handicap: 10-14
Value for the Money	★★★★☆	Good	First time playing this course: Yes
Quality of food & beverage	★★★★☆	Good	Did you play 9 holes? No
Conditions of overall facilities	★★★★☆	Good	Did you walk or ride? Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Excellent
			Please send me expert tips and special offers: No

For amount of water and trees. Nice large undulating greens. Good amount of elevation changes.

Yes, I recommend this course.

Share this review  

Twitter 0

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Post a comment

★★★★☆ 4/5

Date of Play: March 24, 2015

Proven Venue

Posted by: johnhnpore46 on March 25, 2015
 From: Springfield, VA

Verified Purchaser

Pace of Play	★★★★☆	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★☆	Good	How often do you play: A few times a week
Staff Friendliness	★★★★☆	Excellent	Handicap: 20-24
			First time playing this course: No



11/13/2015

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Value for the Money	★★★★★	Excellent	Did you play 9 holes? No
Quality of food & beverage	★★★★★	Good	Did you play as a single? No
Conditions of overall facilities	★★★★★	Good	Did you walk or ride? Ride
			Course difficulty: Somewhat Challenging
			How was the weather? Average
			Please send me expert tips and special offers.: No

Course is in good shape and a good test for any golfer. My wife felt it was more challenging than most Orlando courses. Greens rolled true and quick but tee boxes looking shaggy. Fairways were in decent shape. Overall, a visually pretty course and a good value.

Yes, I recommend this course.

Share this review  

Helpful 0

0

Post a comment

Posted by lucytesttimes
on April 1, 2015

Happy to hear you and your wife enjoyed your round at Windermere CCI

0

0

Comments (1)

★★★

3 / 5

Date of Play: March 24, 2015

Need a Ranger

Posted by: bickie225 on March 24, 2015

Verified Purchaser

Pace of Play	★★★	Average	Type of Golfer: Intermediate
Course Conditions	★★★	Average	How often do you play: Once a month
Staff Friendliness	★★★★★	Good	First time playing this course: Yes
Value for the Money	★★★★★	Good	Did you play 9 holes? No
Quality of food & beverage	★★★★★	Average	Did you play as a single? No
Conditions of overall facilities	★★★★★	Good	Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Good
			Please send me expert tips and special offers.: No

Overall the course was in fairly good shape. We were a pair and the foursome on the first tee let us go ahead. On the first par 3, another foursome also allowed us to play through. We caught up with another foursome on the 5th hole and stayed behind them for the rest of the round. Even though we sat on the same tee box with them, waited while they hunted lost balls in the water and in the woods on numerous occasions and had to swing out a cart in the middle of the fairway while we waited on the tee box (not so patiently by then), they never once allowed us to play through. There was no other golfers for at least 3 or 4 holes ahead of them (if not more) it became very frustrating as we waited hole after hole for them to finish. Although we saw the cart girl several times, we never once saw a ranger.

Yes, I recommend this course.

Share this review  

Helpful 0

0

Post a comment

Posted by lucytesttimes
on April 1, 2015

Glad you enjoyed the course conditions during your round but sorry for the foursome you played behind. We hope you try our course again soon

0

0

11/13/2015

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Comments (1)

prev 1 2 3 4 5 6 ... 21 next

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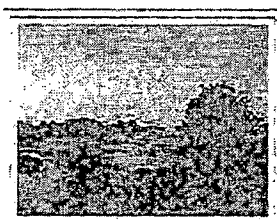
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Windermere Country Club

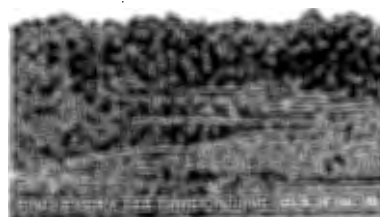
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WINDERMERE
COUNTRY CLUB



Please read the Ratings & Reviews sections above to hear from golfers who have recently experienced Windermere Country Club!

Windermere Country Club is nestled between Lake Crescent and Lake Roberts, just 15 minutes from Orlando area attractions. The friendly, unimproved surroundings provide a backdrop for a 18 hole, par-72 golf course that is manageable for "weekend golfers" while providing a challenge to skilled shotmakers. The forested and undulating greens, which were renovated in 2010, match the course's rolling fairways that weave through the properties' natural environment of lakes, marshes and wetlands. Four sets of tees are available to give each golfer the option of playing a course measuring up to 6,700 yards. With rates as low as \$26, Windermere Country Club is a memory waiting to happen.

Course Information for Windermere Country Club

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Course reviews

★★★★

4 / 5



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Pace of Play ★★★★★ Good

Course Conditions ★★★★★ Good

Staff Friendliness ★★★★★ Good

Value for the Money ★★★★★ Good

Quality of food & beverage ★★★★★ Good

Conditions of overall facilities ★★★★★ Good

534 out of 585 (83%) reviewers recommend this course.

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Enter phrase or keyword

★★★★★ 5 / 5

Date of Play: March 20, 2015

The course was in excellent shape

<http://www.golfnow.com/course-directory/florida-golf-courses/windermere-golf-courses/windermere-country-club/>

000143

1/19

11/13/2015

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Posted by: Realgolftime on March 22, 2015
From: Ottawa Canada

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★★	Excellent	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	Handicap: 15-19
Value for the Money	★★★★★	Excellent	First time playing this course: Yes
Quality of food & beverage	★★★★★	Excellent	Did you play 9 holes? No
Conditions of overall facilities	★★★★★	Excellent	Did you play as a single? Yes but paired up
			Did you walk or ride: Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Excellent
			Please send me expert tips and special offers: No

Upon arrival all the staff were very helpful, prompt and cheerful. Enjoyed the course, and pace of play. The fairways and greens were all in excellent condition. Look forward to playing the course again.

Yes, I recommend this course.

Share this review

Facebook 0

0

Post a comment

Posted by: lucytestimes
on March 23, 2015

And we look forward to having you back as well

0

0

Comments (1)

★★★

3 / 5

Date of Play: March 18, 2015

nice layout kinda tough to find

Posted by: jlp1p55 on March 21, 2015
From: Findlay, OH 45840, USA Age: 55-64 Gender: Male

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★	Fair	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	Handicap: 10-14
Value for the Money	★★★	Average	First time playing this course: Yes
Quality of food & beverage	★★★★★	Excellent	Please send me expert tips and special offers: No
Conditions of overall facilities	★★★	Average	

Great value for \$\$\$ little burnt up fairways huge greens roll nice...staff super nice food in restaurant amazing...

Yes, I recommend this course.

Share this review

Facebook 0

0

Post a comment

Posted by: lucytestimes
on March 23, 2015

Glad you enjoyed the food and our staff! We would love to hear more about your overall experience. Please email me directly at lucytestimes@gmail.com

11/13/2015

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3 0

Comments (1)

★★★★☆

4 / 5

Date of Play: March 11, 2015

Not true country club quality

Posted by: fog4303 on March 18, 2015

From: Philadelphia Age: 55-64 Gender: Male

Verified Purchaser

Pace of Play	★★★★☆	Good	Type of Golfer: Intermediate
Course Conditions	★★★★☆	Average	How often do you play: A few times a week
Staff Friendliness	★★★★☆	Good	Handicap: 10-14
Value for the Money	★★★★☆	Average	First time playing this course: Yes
Quality of food & beverage	★★★★☆	Good	Did you play 9 holes? No
Conditions of overall facilities	★★★★☆	Good	Did you play as a single: Yes but paired up
			Did you walk or ride: Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Good
			Please send me expert tips and special offers.: No

Course was in fairly good condition but tee boxes were not maintained in any way.

Yes, I recommend this course.

Share this review

Facebook

Twitter

Post a comment

Posted by Lucy4times
on March 22, 2015

Our apologies for the tee box conditions during your round. Please email me directly to discuss your experience further at lucy4times@gmail.com

0 0

Comments (1)

★★★★☆

4 / 5

Date of Play: March 16, 2015

Water, water everywhere

Posted by: RodgerDavy on March 19, 2015

From: UK

Verified Purchaser

Pace of Play	★★★★☆	Good	Type of Golfer: Intermediate
Course Conditions	★★★★☆	Good	How often do you play: A few times a week
Staff Friendliness	★★★★☆	Excellent	Handicap: 15-19
Value for the Money	★★★★☆	Good	First time playing this course: Yes
Conditions of overall facilities	★★★★☆	Good	Did you play 9 holes? No
			Did you play as a single: No
			Did you walk or ride: Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Excellent
			Please send me expert tips and special offers.: Yes

Four players from the UK. It was our first visit to the Course. We had a very friendly reception and the Starter (Rebecca?) gave us good advice. Despite that we found the Course challenging especially the 15th hole! We will

<http://www.golfnow.com/course-directory/florida-golf-courses/windermere-golf-courses/windermere-country-club/>

000145

3/19

11/13/2015

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return in 2016.

Yes, I recommend this course.

Share this review

0

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Post a comment

Posted by *luzytentimes*
on March 23, 2015

Thanks for trying us out on your visit and we look forward to seeing you again!

0

0

Comments (1)

★★★★

4 / 5

Date of Play: March 11, 2015

the course was very good value

Posted by: Mark12153 on March 16, 2015
From: Buffalo, NY, USA

Verified Purchaser

Pace of Play	★★★★	Good
Course Conditions	★★★★	Good
Staff Friendliness	★★★★	Good
Value for the Money	★★★★	Good
Conditions of overall facilities	★★★★	Good

Type of Golfer: Intermediate
How often do you play: A few times a week
Handicap: 10-14
First time playing this course: No
Did you play 9 holes? No
Did you play as a single: No
Did you walk or ride: Ride
Course difficulty: Somewhat Challenging
How was the weather: Good
Please send me expert tips and special offers.: No

3 of the last 4 holes are very challenging. Played numerous times and is a good course

Player tip: very playable until last 4 holes

Yes, I recommend this course.

Share this review

0

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Post a comment

Posted by *luzytentimes*
on March 17, 2015

Glad you enjoyed the challenge and we are in your rotation of courses you play frequently!

0

0

Comments (1)

★★★★

4 / 5

Date of Play: March 13, 2015

Escaped Ohio Snow in March

Posted by: N63DKM4 on March 15, 2015
From: Madina, OH Age: 55-64 Gender: Female

11/13/2015

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Pace of Play ★★★★★ Good
 Course Conditions ★★★★★ Good
 Staff Friendliness ★★★★★ Excellent
 Value for the Money ★★★★★ Good
 Quality of food & beverage ★★★★★ Good
 Conditions of overall facilities ★★★★★ Good

Type of Golfer: Intermediate

How often do you play: A few times a week

Handicap: 10-14

First time playing this course: Yes

Did you play as a single: Yes but paired up

Did you walk or ride: Ride

Course difficulty: Moderate

How was the weather: Excellent

Please send me expert tips and special offers: No

Course was in very nice shape especially for a guy who had not seen green grass for a few months. The staff was very friendly and welcoming. I played as a single but was matched up with three others who also had never played this course before. Pace of play was perfect for a Friday afternoon. The starter gave us a nice overview of the course. Fairways and greens were in really good shape. Would definitely play again on a follow up trip.

Yes, I recommend this course.

Share this review

0

Post a comment

Posted by lucy4etimes
on March 17, 2015

Thanks for trying our course out during your vacation and we would love to have you back the next time you visit!

0

Comments (1)

★★★★★ 5/5

Date of Play: March 13, 2015

Had a Grand Time

Posted by: EdHeSims on March 15, 2015

From: Homer Glen, IL, USA Age: 65+ Gender: Female

Top 500 contributor

Verified Purchaser

Pace of Play ★★★★★ Good
 Course Conditions ★★★★★ Excellent
 Staff Friendliness ★★★★★ Excellent
 Value for the Money ★★★★★ Excellent
 Quality of food & beverage ★★★★★ Excellent
 Conditions of overall facilities ★★★★★ Excellent

Type of Golfer: Advanced
 How often do you play: A few times a week
 Handicap: 5-9
 First time playing this course: No
 Did you play 9 holes? No
 Did you play as a single: Yes but paired up
 Did you walk or ride: Ride
 Course difficulty: Somewhat Challenging
 How was the weather: Excellent
 Please send me expert tips and special offers: No

This course is somewhat challenging, the greens were pretty fast so you needed to hit short and roll up otherwise you went over. Fairways were in decent shape considering it is winter here now.

Yes, I recommend this course.

Share this review

11/13/2015

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1/1/15 0

0

Post a comment

Posted by [lucytesttimes](#)
on March 17, 2015

Nice to hear you had a great time during your round at Windermere CCI

0

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Comments (1)



2/5

Date of Play: March 11, 2015

Dissatisfied

Posted by: u00005057175 on March 13, 2015



From: Trinity FL

Verified Purchase

Pace of Play	☆☆☆	Average	Type of Golfer: Advanced
Course Conditions	☆☆	Fair	How often do you play: Once a month
Staff Friendliness	☆☆☆☆☆	Excellent	Handicap: 10-14
Value for the Money	☆☆	Fair	First time playing this course: Yes
Conditions of overall facilities	☆☆☆	Average	Did you play 9 holes? No
			Did you play as a single? No
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Good
			Please send me expert tips and special offers.: No

The starter gave us a nice overview of the course before teeing off and said their course was in great shape. NOT. Best grass were the holes around the clubhouse. Handicap around all trees, bare spots on the fairways and some greens. The tee boxes are not level and needed to be cut.

No, I do not recommend this course.

Share this review  

1/1/15 0

0

Post a comment

Posted by [lucytesttimes](#)
on March 17, 2015

It's great to hear the manager gave you a nice overview of the course but our apologies for some of the fairway conditions. Email me directly so we can learn more about your experience at lucytesttimes@gmail.com

0

0

Comments (1)



5/5

Date of Play: March 11, 2015

Best played so far this trip

Posted by: [Golf1away](#) on March 13, 2015

From: Davenport, FL, USA Age: 55-64 Gender: Male

Pace of Play	☆☆☆☆☆	Excellent	Type of Golfer: Intermediate
Course Conditions	☆☆☆☆☆	Excellent	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆☆	Excellent	Handicap: 10-14
Value for the Money	☆☆☆☆	Good	First time playing this course: No
Quality of food & beverage	☆☆☆☆	Good	Did you play 9 holes? No

11/13/2015

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Conditions of overall facilities

★★★★★ Excellent

Did you play as a single: Yes but paired up
Did you walk or ride: Ride
Course difficulty: Somewhat Challenging
How was the weather: Excellent
Please send me expert tips and special offers.: No

The best conditions of anywhere I have played this trip. Would return and recommend it to everyone.

Yes, I recommend this course.

Share this review



Report 0

0

Post a comment

Posted by lucytestimes
on March 17, 2015

Thanks for visiting us during your vacation and for the recommendation

0

0

Comments (1)

★★★★★

3 / 5

Date of Play: March 10, 2015

only play for less than \$50

Posted by: paddgrrn March 12, 2015
From: brighton, mi

Verified Purchaser

Pace of Play

★★★★★

Good

Type of Golfer: Intermediate

Course Conditions

★★★★

Average

How often do you play: Once a week

Staff Friendliness

★★★★★

Good

Handicap: 15-19

Value for the Money

★★★★

Average

First time playing this course: Yes

Quality of food & beverage

★★★★

Average

Did you play 9 holes? No

Conditions of overall facilities

★★★★

Average

Did you play as a single: No

Did you walk or ride: Ride

Course difficulty: Somewhat Challenging

How was the weather: Good

Please send me expert tips and special offers.: No

first day of golf after a long winter

course layout difficult, but poorly maintained

not too familiar with march golf in florida, but the course at our condo looks in much better condition

i don't believe maintenance is a priority

Yes, I recommend this course.

Share this review



Report 0

0

Post a comment

Posted by lucytestimes
on March 17, 2015

Sorry for the conditions you experienced during your round. Please email me directly so we can discuss further at lucytestimes@gmail.com

0

0

Comments (1)

11/13/2015

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☆☆☆

3/5

Date of Play: March 9, 2015

Dissappointed.

Posted by: Pflasered on March 11, 2015

Verified Purchaser

Pace of Play	☆☆☆	Average	Type of Golfer: Intermediate
Course Conditions	☆☆	Fair	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆	Good	Handicap: 15-18
Value for the Money	☆☆	Fair	First time playing this course: Yes
Quality of food & beverages	☆☆☆	Average	Did you play 9 holes? No
Conditions of overall facilities	☆☆☆	Average	Did you play as a single? No
			Did you walk or ride? Ride
			Course difficulty: Moderate
			How was the weather? Good
			Please send me expert tips and special offers.: No

I had heard about this excellent course, so we decided to play it and pay whatever fees charged. I understood that it's March and the course will improve but my experience is somewhat mixed. The last few holes were in great shape but most of the course tee boxes were not trimmed, fairways in poor shape and the pace of play expected is hard to a foursome to keep up on a course new to them and letting many twosomes on that there is constant pressure. I will not play this course again. Too much money for poor return. At home the courses condition would be considered close to a cow pasture.

No, I do not recommend this course.

Share this review



Printed 0

0

Post a comment

Posted by: lucyloftines
on March 17, 2015

Our apologies for the experience you and your group had during your round. Please email me directly online so we can discuss further at: lucyloftines@gmail.com

0

0

Comments (1)

☆☆☆☆

4/5

Date of Play: March 9, 2015

Nice course

Posted by: rmarc99 on March 9, 2015

From: Madison WI

Verified Purchaser

Pace of Play	☆☆☆☆☆	Excellent	Type of Golfer: Intermediate
Course Conditions	☆☆☆☆	Good	How often do you play: A few times a week
Staff Friendliness	☆☆☆☆	Good	First time playing this course: No
Value for the Money	☆☆☆☆☆	Excellent	Please send me expert tips and special offers.: No
Quality of food & beverages	☆☆☆☆	Good	
Conditions of overall facilities	☆☆☆☆☆	Excellent	

Needs some work around greens but overall good course.

Yes, I recommend this course.

Share this review

11/13/2015

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Post a comment

Posted by lucytestimes
on March 17, 2015

Glad you had an overall great round

0 0

Comments (1)



4 / 5

Date of Play: March 3, 2015

Interesting Layout

Posted by: mthoode12 on March 6, 2015
From: The Villages, FL Gender: Female

Pace of Play ★★★★★ Excellent
Course Conditions ★★★★★ Good
Staff Friendliness ★★★★★ Excellent
Value for the Money ★★★★★ Excellent
Quality of food & beverage ★★★★★ Excellent
Conditions of overall facilities ★★★★★ Good

Type of Golfer: Advanced
How often do you play: A few times a week
Handicap: 5-9
First time playing this course: Yes
Did you play 9 holes? No
Did you play as a single: No
Did you walk or ride: Ride
Course difficulty: Somewhat Challenging
How was the weather: Excellent
Please send me expert tips and special offers.: No

Interesting Layout. Staff welcomed us to the course and thanked us after playing. Nice touch. We will come back.

Yes, I recommend this course.

Share this review



0 0

Post a comment

Posted by lucytestimes
on March 9, 2015

Glad you enjoyed the layout and had a great customer service experience with our staff. We will be happy to see you back!

0 0

Comments (1)



3 / 5

Date of Play: February 24, 2015

Nice course, wit fast but slightly worn greens

Posted by: Gyx on March 5, 2015
From: Glostrup, Denmark Age: 45-54 Gender: Male

Pace of Play ★★★★★ Good
Course Conditions ★★★★★ Average
Staff Friendliness ★★★★★ Good
Value for the Money ★★★★★ Good
Quality of food & beverage ★★★★★ Good
Conditions of overall facilities ★★★★★ Good

Type of Golfer: Advanced
How often do you play: Once a month
Handicap: 10-14
First time playing this course: Yes
Did you play 9 holes? No
Did you play as a single: No

11/13/2015

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facilities

Did you walk or ride: Ride

Course difficulty: Moderate

How was the weather: Average

Greens could have been better, but all in all this course is definitely worth a visit. Good value for Money after the GolfNow discount

Yes, I recommend this course.

Share this review

0

Post a comment

Posted by lacyloftines
on March 2, 2015

Glad you got a great value for your round and we hope you come back and visit soon!

0

Comments (1)

★★★★☆

4/5

Date of Play: March 2, 2015

Better Course Than I Expected for the Cost

Posted by: FBRConsult on March 4, 2015

From: St. Catharines, Ontario Age: 45-54 Gender: Male

Pace of Play

★★★★★ Excellent

Please send me expert tips and special offers: No

Course Conditions

★★★★★ Good

Staff Friendliness

★★★★★ Good

Value for the Money

★★★★★ Excellent

Quality of food & beverage

★★★★★ Good

Conditions of overall
facilities

★★★★★ Good

We were a few minutes late arriving so called in advance to let them know and were told we will do our best to hold your tee time. We managed to arrive just in time and everything was ok. Course was in good condition. Greens were a little lumpy but manageable. Nice challenge but fair. Enjoy having the opportunity to make a mistake or two and not be overly punished every time. I would return considering the very fair cost.

Yes, I recommend this course.

Share this review

0

Post a comment

★★★★☆

4/5

Date of Play: March 1, 2015

Good Course

Posted by: oragstev on March 3, 2015

From: FL Age: 45-54 Gender: Female

Pace of Play

★★★★★ Excellent

Type of Golfer: Intermediate

Course Conditions

★★★★★ Good

How often do you play: Once a week

Staff Friendliness

★★★★★ Good

Handicap: 15-18

Value for the Money

★★★★★ Good

First time playing this course: No

Quality of food & beverage

★★★★★ Good

Did you play 9 holes? No

Conditions of overall

★★★★★ Good

Did you play as a single? No

11/13/2015

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Facilities

Did you walk or ride: Ride
Course difficulty: Moderate
How was the weather: Average

Good Course... A little bare in places. Greens very good. Staff was great.

would play again

Yes, I recommend this course.

Share this review

0

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Post a comment

Posted by lucytimes
on March 8, 2015

Happy to hear you will be back. Thanks for the nice review

0

0

Comments (1)

★★★★★

4 / 5

Date of Play: February 20, 2015

Cold day to play but ...

Posted by: BKArmstrong on February 28, 2015
From: Ontario, Canada Age: 45-54 Gender: Male

Pace of Play: ★★★★★ Excellent
Course Conditions: ★★★★★ Good
Staff Friendliness: ★★★★★ Excellent
Value for the Money: ★★★★★ Excellent
Quality of food & beverages: ★★★★★ Good
Conditions of overall facilities: ★★★★★ Good

Type of Golfer: Advanced
How often do you play: Once a week
Handicap: 0-4
First time playing this course: Yes
Did you play 9 holes? No
Did you play as a single: No
Did you walk or ride: Ride
Course difficulty: Moderate
How was the weather: Fair

This was the record setting low temperature day of the trip. Tee time was 1 degree above freezing. Windermere welcomed, accepted & did not disappoint us. The staff were great, the food included with the deal was great & we warmed up to the course as the round went on, just like the weather did. Speed of greens were a bit slower than I prefer but the grass were there, everything was in good shape. The starter was correct in that this course plays longer than it seems & looks. Would return for the deal without a doubt.

Yes, I recommend this course.

Share this review

0

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Post a comment

Posted by lucytimes
on March 8, 2015

It's great to hear you enjoyed our golf and lunch special! Come back when the weather is better!

0

0

Comments (1)

★★★★★

5 / 5

Date of Play: February 28, 2015

11/13/2015

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Great course

Posted by: hughd123 on February 28, 2015
 From: East China Township, NJ 42054, USA

Top 500 contributor Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Advanced
Course Conditions	★★★★★	Good	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	Handicap: 5-9
Value for the Money	★★★★★	Good	First time playing this course: No
Quality of food & beverage	★★★★★	Good	Did you play 9 holes? No
Conditions of overall facilities	★★★★★	Excellent	Did you play as a single: No
			Did you walk or ride: Ride
			Course difficulty: Extremely Challenging
			How was the weather: Average

Very nice course. We played here last year and will also be going back again next week. Good value for the money... played a Disney course on Monday that was not in as good of shape as Windermere, for one-third the price!! A lot of challenging holes, good length changes, par threes are tough. Best greens around Orlando, very fast!! Will continue to go back whenever we are in the area.

Yes, I recommend this course.

Share this review  

hughd123

0

Post a comment

Posted by: lacyteedtimes
 on March 2, 2015

Thank you for the best greens in the area review! We are glad to hear you will be back when you are in the area.

0

0

Comments (1)

★★★★★

4/5

Date of Play: February 25, 2015

Interesting Course

Posted by: aloah on February 27, 2015
 From: Canada

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★	Average	How often do you play: Once a week
Staff Friendliness	★★★★★	Excellent	Handicap: 20-24
Value for the Money	★★★★★	Good	First time playing this course: Yes
Quality of food & beverage	★★★★★	Excellent	Did you play 9 holes? No
Conditions of overall facilities	★★★★★	Good	Did you play as a single: Yes but paired up
			Did you walk or ride: Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Good

In order to conquer this track you definitely need to play it more than once. Course management is key. Dog legs, strategically place water hazards and bunkers force you to have a good long and short game. The greens are really quick and undulating. The staff could not have been more helpful or friendlier. I really felt welcome at Windermere.

Yes, I recommend this course.

Share this review  

aloah

0

Post a comment

11/13/2015

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Posted by: lucyteeelimes
on March 2, 2015

Great tips and thank you for praising our staff!

0 0

Comments (1)

★★★★★ 5/5

Date of Play: February 22, 2015

Golf course

Posted by: lucyteeelimes on February 25, 2015
From: Orlando, FL, USA

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	How often do you play: A few times a week
Staff Friendliness	★★★★★	Good	Handicap: 20-24
Value for the Money	★★★★★	Excellent	First time playing this course: Yes
Quality of food & beverage	★★★★★	Excellent	
Conditions of overall facilities	★★★★★	Excellent	

This course is good. I like very much this is my second time this month

Yes, I recommend this course.

Share this review

Facebook 0

0

Post a comment

Posted by: lucyteeelimes
on March 5, 2015

We can't wait to see you for your third and fourth time this month! Thank you for your loyalty!

0 0

Comments (1)

★★★★★ 4/5

Date of Play: February 24, 2015

Nice course at a reasonable price

Posted by: OrangutanMike on February 23, 2015
From: Stoney Creek, Hamilton, ON, Canada

Verified Purchaser

Pace of Play	★★★★★	Good	Type of Golfer: Advanced
Course Conditions	★★★★★	Good	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	Handicap: 10-14
Value for the Money	★★★★★	Good	First time playing this course: Yes
Quality of food & beverage	★★★★★	Good	Did you play 9 holes? No
Conditions of overall facilities	★★★★★	Good	Did you play as a single? No
			Did you walk or ride: Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Fair



The pace of play was what I would expect, probably close to 4 hrs 20 min. We used GolfNow and booked the same day. We were paired up with another couple and had a good time. The course was in pretty good shape (both the fairways and greens). We had a light rain for more than half the round, but still an enjoyable day.

11/13/2015

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Player tip: There is a sharp dogleg on this back 9, hole 15? I would say for most golfers it ends up being a blind shot over the marsh/fescue to the green.

Yes, I recommend this course.

Share this review  

Helpful 0

0

Post a comment

Posted by **lucytestimes**
on March 2, 2015

Glad you and your partner enjoyed yourself even though it rained half your round. Come back soon when the weather is bright!

0

0

Comments (1)



3 / 5

Date of Play: February 23, 2015

Nothing Special

Posted by: **climbley** on February 25, 2015

Verified Purchase:

Pace of Play	★	Poor	Type of Golfer: Intermediate
Course Conditions	★★★★	Average	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	Handicap: 10-14
Value for the Money	★★	Fair	First time playing this course: No
Quality of food & beverage	★★★★★	Good	Did you play 9 holes? No
Conditions of overall facilities	★★★★★	Good	Did you play as a single: No
			Did you walk or ride: Ride
			Course difficulty: Fairly Easy
			How was the weather: Good

The two big problems were very slow pace and poor greens. It took 2 Hours 40 minutes for the first nine, so we did not even try the back nine. We saw the group ahead of us come in after dark. Instead we replayed the front in 1 hour 30 minutes. All the greens had spots of weeds that made accurate putts impossible.

No, I do not recommend this course.

Share this review  

Helpful 0

0

Post a comment

Posted by **lucytestimes**
on March 2, 2015

Sorry to hear about the pace of play during your round. Please email me offline to learn more about your experience at lucytestimes@gmail.com

0

0

Comments (1)



4 / 5

Date of Play: February 21, 2015

Crammed Course

Posted by: **Jewell1621** on February 23, 2015
From: Chesapeake, VA, USA

Verified Purchase:

11/13/2015

Windermere Golf Course, Windermere Country Club - Windermere, Florida Golf Course Directory | Course Finder | GolfNow.com

Pace of Play	★	Poor	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	How often do you play: Once a month
Staff Friendliness	★★★★★	Good	Handicap: 25+
Value for the Money	★★★★★	Good	First time playing this course: Yes
Conditions of overall facilities	★★★★★	Average	Did you play 9 holes? Yes
			Did you play as a single: No
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Excellent

Course was cramped to the max - pace of play terrible. Took 3 full hours to play nine at which point we had to quit due to dinner reservations. Course was in fairly good shape but greens had freeze damage - extremely fast.

Yes, I recommend this course.

Share this review  

Helpful 0

0

Post a comment

Posted by lucytestimes
on February 25, 2015

Our apologies you were not able to get all holes in before your reservations. Please email me directly to further understand what happened at lucytestimes@gmail.com

0

0

Comments (1)

★★★★★

4/5

Date of Play: February 16, 2015

Good value.

Posted by: cjanzen on February 23, 2015
From: Mt. Forest, ON Age: 45-54 Gender: Male

Verified Purchaser

Pace of Play	★★★★★	Excellent	Type of Golfer: Intermediate
Course Conditions	★★★★★	Good	How often do you play: A few times a week
Staff Friendliness	★★★★★	Excellent	Handicap: 5-9
Value for the Money	★★★★★	Good	First time playing this course: No
Quality of food & beverage	★★★★★	Good	Did you play 9 holes? No
Conditions of overall facilities	★★★★★	Good	Did you play as a single: No
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Good

Greens were in good condition and fairways were comparable to other courses played during the week (remember it's still early in the season). The ranger was good at keeping the pace of play on track (a must for us) and the staff were friendly. Although built partially through a residential development, houses are not that close for those in your group who are directionally challenged. Put on your list to play.

Yes, I recommend this course.

Share this review  

Helpful 0

0

Post a comment

Posted by lucytestimes
on February 25, 2015

Thanks for including us on your list of courses to play!

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0

11/13/2015

Windermere Golf Course, Windermere Country Club - Windermere, Florida Golf Course Directory | Course Finder | GolfNow.com

Comments (1)



2/5

Date of Play: February 21, 2015

Speed of Play

Posted by: Blano on February 23, 2015

From: Winter Garden

Verified Purchaser

Pace of Play	★	Poor	Type of Golfer: Intermediate
Course Conditions	★★★	Average	How often do you play: Once a week
Staff Friendliness	★★	Fair	Handicap: 10-14
Value for the Money	★★★	Average	First time playing this course: No
Quality of food & beverage	★★★★	Good	Did you play 9 holes? No
Conditions of overall facilities	★★★★	Average	Did you play as a single: No
			Did you walk or ride: Ride
			Course difficulty: Somewhat Challenging
			How was the weather: Excellent

I'm a local and this will be the last time I play here. 5 1/2 hour round, stacked up three groups on tee boxes, it's hard to believe no one was on the course speeding up play.

Price was good and that's why it was packed, but won't be going back as the pace of play was unbelievable. Also, play was so slow that my cart died twice during our round.

No, I do not recommend this course.

Share this review



Facebook 0

0

Post a comment

Posted by: lucytestimes

on February 25, 2015

We are truly sorry for the pace of play. We have been informed about it on this day so please email me offline so we can talk about further at lucytestimes@gmail.com.

0

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Comments (1)



4/5

Date of Play: February 19, 2015

Can't beat for the price

Posted by: slp10s10 on February 22, 2015

From: Rhode Island

Verified Purchaser

Pace of Play	★★★★	Good	Type of Golfer: Intermediate
Course Conditions	★★★★	Good	How often do you play: Once a week
Staff Friendliness	★★★★	Good	Handicap: 15-19
Value for the Money	★★★★★	Excellent	First time playing this course: Yes
Quality of food & beverage	★★★★	Good	
Conditions of overall facilities	★★★★★	Excellent	

Found an early tee time for a foursome under \$40 w cart. The course was well maintained and challenging enough. Overall, good place to play.

Yes, I recommend this course.

11/13/2015

Windermere Golf Course, Windermere Country Club - Windermere, Florida Golf Course Directory | Course Finder | GolfNow.com

Share this review



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0

Post a comment

Posted by lucylootimes
on February 25, 2015

Thanks for trying our course and check our website for special rates daily!

0

0

Comments (1)



4 / 5

Date of Play: February 16, 2015

Windermere - Nice Course - Slow Day

Posted by: RobT774577 on February 19, 2015
From: Naples, ON Age: 45-54 Gender: Male

Pace of Play	☆☆	Fair	Type of Golfer: Intermediate
Course Conditions	☆☆☆☆	Good	How often do you play: Once a month
Staff Friendliness	☆☆☆☆	Excellent	Handicap: 15-18
Value for the Money	☆☆☆☆	Good	First time playing this course: Yes
Conditions of overall facilities	☆☆☆☆	Excellent	Did you play 9 holes? No
			Did you play as a single? No
			Did you walk or ride: Ride
			Course difficulty: Moderate
			How was the weather: Good

Played Windermere for the first time on Monday. The staff was excellent, started on time, course was in good shape. The greens rolled true, and moderately fast. The pace of play was NOT GOOD... we had a 3-some, and waited EVERY SHOT! There were several groups ahead of us so well, and they were waiting each shot also... we only saw a Marshal once, but he didn't seem too concerned. Granted, it was a holiday Monday, and the course was busy, but having to wait every shot sure minimizes the enjoyment level. I would love to play the course again, but will try find a less busy day!

Yes, I recommend this course.

Share this review



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Post a comment

Posted by lucylootimes
on February 25, 2015

Glad you got great customer service your first time at Windermere. Please email me directly offline so we can discuss the pace of play further at lucylootimes@gmail.com

0

0

Comments (1)



4 / 5

Date of Play: February 15, 2015

Working in Orlando

Posted by: FredLM on February 17, 2015
From: Atlanta, Ga

Verified Purchaser

Pace of Play	☆☆☆☆	Excellent	Type of Golfer: Advanced
Course Conditions	☆☆☆☆	Good	How often do you play: Once a week
Staff Friendliness	☆☆☆☆	Excellent	First time playing this course: Yes
Value for the Money	☆☆☆☆	Excellent	

11/13/2015



Windermere Golf Course, Windermere Country Club - Windermere, Florida Golf Course Directory | Course Finder | GolfNow.com

Quality of food & beverage ★★★★★ Excellent

Conditions of overall facilities ★★★★★ Excellent

Great course in very good condition. Played Sunday morning and finished as a twosome in 3 1/2 hours.

Yes, I recommend this course.

Share this review  

0

Post a comment

Posted by lucytestimes
on February 18, 2015

Great pace of play and great course conditions sound like a great time!

0

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Comments (1)

★★★★★

4/5

Date of Play: February 14, 2015

Beautiful course but I felt like I was at the beach

Posted by: tagystems on February 15, 2015
From: Cincinnati, OH, USA Age: 55-64 Gender: Male

Top 1000 contributor

Verified Purchaser

Pace of Play ★★★★★ Good
 Course Conditions ★★★★★ Excellent
 Staff Friendliness ★★★★★ Excellent
 Value for the Money ★★★★★ Good
 Quality of food & beverage ★★★★★ Good
 Conditions of overall facilities ★★★★★ Excellent

Type of Golfer: Intermediate
 How often do you play: Once a week
 Handicap: 15-19
 First time playing this course: Yes
 Did you play 9 holes? Yes
 Did you play as a single: No
 Did you walk or ride: Ride
 Course difficulty: Somewhat Challenging
 How was the weather: Excellent

Beautiful, well maintained course with a great staff. We played this course while on vacation in the Orlando area. Felt like I was at the beach on the front nine due to the number of bunkers that I had to play my way out of. Fastest greens that I have ever played. Not an extreme amount of undulation on the greens but still managed to 3-putt way too many times.

Yes, I recommend this course.

Share this review  

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Post a comment

Posted by lucytestimes
on February 17, 2015

Thanks for visiting our course during your vacation. Please come back and visit next time you are in town!

0

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Comments (1)

★★★★★

4/5

Date of Play: February 13, 2015

Cool even for Canadians.....

11/13/2015

Windermere Golf Course, Windermere Country Club - Windermere, Florida Golf Course Directory | Course Finder | GolfNow.com

Posted by: Jimwell on February 14, 2015

From: Canada

Verified Purchaser

Type of Golfer: Intermediate

How often do you play: A few times a week

Handicap: 15-19

First time playing this course: No

Did you play 9 holes? No

Did you play as a single: No

Did you walk or ride: Ride



Course difficulty: Somewhat Challenging

How was the weather: Average

This is a very nice layout. A couple of the swamp holes were very wet but with the recent rain this was no big surprise. Staff is very friendly and you feel welcomed.

Player tip: Straight is better than long off the tee to avoid bunkers and hazards. Bunkers are well kept and play easily.

Yes, I recommend this course.

Share this review  

Helpful 0

0

Post a comment

Posted by lucytestimes
on February 17, 2015

Thanks for the tips and the nod to our staff

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Comments (1)

prev 1 2 3 4 5 6 7 21 next

NOTE: While every effort has been made to ensure accuracy, we advise you to check all information with the golf course before booking your tee-time or driving to the course.

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Appendix 6.C.

CASE # RZ-15-10-038
Commission District # 1

GENERAL INFORMATION

APPLICANT	Jamie T. Poulos, Poulos & Bennett, LLC
OWNER	Windermere Country Club
HEARING TYPE	Planning and Zoning Commission
PROJECT NAME	Butler Bay Cluster Plan
REQUEST	<p>R-CE-C (Country Estate Cluster District) to R-CE-C (Country Estate Cluster District)</p> <p><i>To amend the existing Butler Bay Cluster Plan and rezone two (2) parcels consisting of 155.00 gross acres from R-CE-C to R-CE-C, in order to redevelop the existing Windermere Golf Course and Club House with 95 single-family detached residential homes on minimum 1/4-acre lots.</i></p>
LOCATION	2710 and 2730 Butler Bay Dr. North; or generally located north of Lake Butler Boulevard, east of McKinnon Road, southeast of Lake Roberts, and west of Lake Crescent
PARCEL ID NUMBERS	01-23-27-1108-00-001 and 01-23-27-1117-00-001
PUBLIC NOTIFICATION	The notification area for this public hearing extended beyond 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Five-hundred twenty-three (523) notices were mailed to those property owners in the mailing area. A community meeting was also held for this application on October 13, 2015 at Windermere Elementary School (<i>refer to meeting summary on page 6</i>).
TRACT SIZE	155.00 gross acres
PROPOSED USE	Ninety-five (95) single-family lots with one (1) detached residential home per lot.

STAFF RECOMMENDATION

DRC RECOMMENDATION – (October 21, 2015)

Make a finding of inconsistency with the Comprehensive Plan and recommend **DENIAL** of the amended Butler Bay Cluster Plan and requested R-CE-C (Country Estate Cluster District) zoning.

Should the Planning and Zoning Commission (PZC) make a finding of consistency with the Comprehensive Plan and recommend **APPROVAL** of the Butler Bay Cluster Plan and requested R-CE-C (Country Estate Cluster District) zoning, the following restrictions were recommended by the DRC:

1. Development shall conform to the Butler Bay Cluster Plan dated " November 10, 2015" and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the Cluster Plan may be developed in accordance with the uses, densities, and intensities described in such Cluster Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval of this cluster plan and the cluster plan dated "November 10, 2015" the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to

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Orange County Planning Division
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Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. A minimum 50' foot buffer shall be required along all existing lots.
5. The minimum living area of any single unit shall be 2,400 square feet.
6. The Developer shall obtain water service from Orange County Utilities. The Developer shall connect to Orange County's reclaimed water system to provide irrigation for this development if required at the time of PSP review
7. The following Education Condition of Approval shall apply:
 - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement approved by the Orange County School Board on MM/DD/YYYY.
 - b. Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the ## residential units allowed under the zoning existing prior to the approval of zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
 - c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
 - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
8. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least 30 days prior to submittal of the first set of construction plans. The MUP must be approved prior to construction plan approval.
9. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
10. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation

Commission (FWC).

11. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division of Orange County. An owner/operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.

IMPACT ANALYSIS

Land Use Compatibility

The subject property is currently zoned R-CE-C (Country Estate Cluster District) and is developed as the Windermere Golf Course and Country Club and is immediately surrounded by single-family residential homes on ½-acre lots. Through this request, the applicant is seeking to amend the previously approved Butler Bay Cluster Plan in order to redevelop the subject 155.00-acre private golf course and country club with up to 95 single-family detached residential homes on minimum ½-acre lots.

Although the proposed use is compatible and consistent with the surrounding single family development within the Butler Bay Subdivision, it would adversely impact existing adjacent property owners who knowingly purchased lots and homes adjacent to planned open space and recreational areas.

Additionally, as a result of all development and access rights being previously conveyed to Orange County through the recorded Butler Bay Unit III plat and a recorded Agreement between the original developer and the County, there was a reasonable expectation by the community that the property would remain undeveloped in perpetuity.

Comprehensive Plan (CP) Consistency

The subject property is located within the West Windermere Rural Settlement and has a CP Future Land Use Map (FLUM) designation of RS 1/1 (Rural Settlement 1/1). This designation recognizes areas suitable for large lot, single family development at a maximum residential density of one (1) dwelling unit per developable acre.

The requested R-CE-C zoning is consistent with the underlying RS 1/1 FLUM designation and also allows a maximum residential density of one (1) dwelling unit per developable acre. However, the R-CE-C zoning allows residential lots to be "clustered" with minimum ½-acre lots.

Notwithstanding the concerns with existing plat restrictions and previous developer commitments, the following Comprehensive Plan (CP) provisions are applicable to the requested R-CE-C zoning, and may be considered for purposes of determining consistency:

OBJ FLU8.2 states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

FLU8.1.1 states that the zoning and future land use correlation shall be used to determine consistency with the Future Land Use Map. Land use compatibility, the location, availability and capacity of services and facilities, market demand, and environmental features shall also be used in determining which specific zoning district is most appropriate. Density is restricted to the maximum and minimum allowed by the Future Land Use Map designation regardless of zoning. Density shall be calculated by the total number of units divided by developable land. (Nature lakes and designated Conservation Areas are excluded from the gross land area.)

FLU8.2.1 states that land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use map change.

OBJ FLU6.2 states Rural Settlements provide for a rural residential lifestyle. In some instances, Rural Settlements allow a transition of rural areas adjacent to the Urban Service Area while avoiding development in active agricultural areas. Rural Settlements were intended to recognize and preserve existing development patterns at the time the CP was adopted in 1991. The creation of Rural Settlements recognized the need to maintain agricultural areas and rural uses in the rural services area while providing for rural communities.

FLU6.2.1 states that Rural Settlements were implemented to recognize communities that existed at the time of the 1991 CPP adoption. This policy change is being implemented as part of this update's strategy to focus development within the County's USA and discourage the proliferation of extended Rural Settlement boundaries. In addition this policy will allow time for vacant and committed lands within existing Rural Settlements to develop as a means of satisfying this style of living.

FLU6.2.5 states that the permitted densities and intensities of land use within the Rural Settlements shall maintain their rural character. Factors to be considered shall include lot size, open space and views, tree canopy, building location and orientation, and compatibility with existing land uses. Density and Floor Area Ratio (FAR) calculation shall be defined as the language specified in Future Land Use Element Policy FLU1.1.2(C).

FLU6.2.6 The Future Land Use Map shall reflect the permitted densities of development within the Rural Settlements. Clustering of units with dedicated open space shall be allowed so long as the overall density does not exceed that specified on the Future Land Use Map. Density and Floor Area Ratio (FAR) calculations shall be defined as the language specified in the Future Land Use Element Policy FLU1.1.2(C). (Added 8/92, Ord. 92-24; Amended 8/93, Ord. 93-19; Amended 6/10, Ord. 10-07, Policy 1.1.11)

Clustering shall be supported to maintain the rural character through preservation of

open space and lot layout and design. Generally recognized and accepted conservation subdivisions can be used where they minimize impacts on areas with rural character provided their use is consistent with the overall intent of Rural Settlement boundaries.

Clustering, with permanent protection of open space, shall be encouraged or required for all new development and redevelopment within the Wekiva Study Area, based on location, i.e., Urban Service Area, Rural Service Area, Rural Settlement, Growth Center and overall project acreage. The County shall evaluate incentives to further the implementation of open space preservation and maximum impervious surface ratios and include these in the Land Development Code by January 1, 2007.

GOAL OS1 It is a goal of Orange County to protect and preserve valuable open space resources.

Community Meeting Summary

A community meeting was held on October 13, 2015 at Windermere Elementary School. Excluding the applicant and various Orange County staff, 191 residents were in attendance. Community residents were adamantly opposed to the request to amend the Butler Bay Cluster Plan and redevelop the existing private golf course and country club. Issues raised included, the perception of incompatibility; the expectation of maintained open space and recreational areas; increased traffic; stormwater runoff (including impacts to surrounding lakes); and general mistrust of the existing property owner.

SITE DATA

Existing Use	Windermere Golf Course and Country Club
Adjacent Zoning	N: A-1 (Citrus Rural District) (1957)
	E: R-CE-C (Country Estate Cluster District) (1985)
	R-CE-C (Country Estate Cluster District) (2000)
	W: A-1 (Citrus Rural District) (1957)
	R-CE-C (Country Estate Cluster District) (1985)
	R-CE (Country Estate District) (1971)
	PD (Planned Development District, Windermere Estates) (1994)
	R-CE (Country Estate District) (1986)
	S: R-CE-C (Country Estate Cluster District) (1985)

Adjacent Land Uses N: Single-family residential
E: Single-family residential
W: Single-family residential
S: Single-family residential

R-CE-C (COUNTRY ESTATE CLUSTER DISTRICT) DEVELOPMENT STANDARDS

R-CE-C District Summary *

Min. Lot Area: 1/2 acre (21,780 sq. ft.)
Min. Lot Width: 100 ft.
Max. Height: 2-story / 35 ft.
Min. Living Area: 2,400 sq. ft. (as proposed)
Max. Lot Coverage: 60%

Building Setbacks:
Front: 30 ft.
Rear: 25 ft.
Side: 10 ft.
Side Street: 15 ft.

* These regulations may not reflect the actual requirements for all situations; see the Orange County Zoning Code for actual regulations for site requirements for this zoning district.

Permitted Uses

The intent and purpose of the R-CE-C zoning district is to provide an alternative approach to residential development under specified residential zoning districts. The R-CE-C district enhances the living environment through the creation of permanent open space and provides flexibility in lot size, housing styles and building placement for a variety in development design compatible with abutting development. The district maintains gross densities compatible with and equal to those possible under the conventional zoning.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code and single-family dwellings, home occupations (as defined in Sec. 38-1 of the Orange County Code), citrus and fruit crop cultivations, etc.

SPECIAL INFORMATION

Subject Property Analysis

The subject 155.00 gross acre property is located at 2710 and 2730 Butler Bay Drive North and is currently developed as the Windermere Golf Course and Country Club. Though this request, the applicant is seeking to rezone from R-CE-C (Country Estate Cluster District) to R-CE-C (Country Estate Cluster district) in order to redevelop the

Rezoning Staff Report
Orange County Planning Division
PZC Hearing Date: November 19, 2015

subject property into 95 single-family detached residential homes on minimum ½-acre lots. Consistent with the underlying Rural Settlement 1/1 Future Land Use Map (FLUM) designation and R-CE-C zoning, residential density would be limited to 1.0 unit per developable acre, with a minimum lot size of a half (1/2) acre.

Comprehensive Plan (CP) Amendment

A CP amendment is not required for this application, as the requested zoning is consistent with the underlying Rural Settlement 1/1 (RS 1/1) Future Land Use Map (FLUM) designation.

State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

Rural Settlement

The subject property is located within the West Windermere Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Airport Noise Zone

The subject property is not located in an Airport Noise Zone.

Environmental

Wetlands and surface waters are located on site. An Orange County Conservation Area Determination application CAD-15-08-106 was submitted on August 11, 2015 and it is in progress. The CAD must be completed with a certified survey of the conservation area boundary approved by the Environmental Protection Division (EPD) prior to submitting any development plan or permit application.

No construction, clearing, filling, alteration or grading is allowed within or immediately adjacent to a conservation area without first obtaining permission from EPD. Reference Orange County Code Chapter 15, Article X, Section 15-376. Approval of this request does not authorize any direct or indirect impacts to conservation areas or protective buffers. The recorded subdivision plat shows mitigation areas and conservation easements that have to be respected or vacated.

Development of the subject property shall comply with all state and federal regulations regarding wildlife and plants listed as endangered, threatened, or species of special concern. The applicant is responsible to determine the presence of listed species and obtain any required habitat permits from the U.S. Fish and Wildlife Service (USFWS)

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and/or the Florida Fish & Wildlife Conservation Commission (FWC).

This project site has a prior land use that may have resulted in spillage of petroleum products, fertilizer, pesticide or herbicide. Prior to the earlier of platting, demolition, site clearing, grading, grubbing, review of mass grading or construction plans, the applicant shall provide documentation to assure compliance with the Florida Department of Environmental Protection (FDEP) regulation 62-777 Contaminant Cleanup Target Levels, and any other contaminant cleanup target levels found to apply during further investigations, to the Orange County Environmental Protection and Development Engineering Divisions.

If a septic system is required or in use, the applicant shall notify the Florida Department of Health (FDOH), Environmental Health Division, about the septic system permit application, modification or abandonment. Residential lots shall be configured to meet requirements of the Individual On-Site Sewage Disposal Ordinance regarding setbacks, lot size, soils and elevations. Reference Orange County Code Chapter 37, Article XVII.

Transportation / Access

Based on the Concurrency Management System database dated August 31, 2015, capacity is available to be encumbered for this project. This information is dated and is subject to change.

Based on the 9th Edition of ITE, the proposed development will generate 1,002 daily and 100 PM peak hour trips. The applicant will be required to obtain an approved Capacity Encumbrance Letter (CEL) prior to obtaining a building permit. A traffic study will also be required for review and approval by Transportation Planning Division.

Code Enforcement

There are no active code enforcement violations.

Water / Wastewater / Reclaim

Water:	<u>Existing service or provider</u> Orange County Utilities	A 24-inch water main is located in the Mckinnon Road right of way abutting the site.
Wastewater:	Orange County Utilities	The nearest wastewater main is a four inch force main located on Mckinnon Road at Casabella Drive. There is 6 inch force main located on Lake Whitney Drive at Longmeadow Way
Reclaim Water:	Orange County Utilities	The nearest reclaimed water main is an 8-inch main located on Mckinnon Road at Lake Butler Blvd.

Schools

The applicant is working with Orange County Public Schools (OCPS) to address potential public school capacity issues. The applicant and/or their successor(s) in interest shall comply with the terms of any Capacity Enhancement Agreement (CEA) entered into for this project.

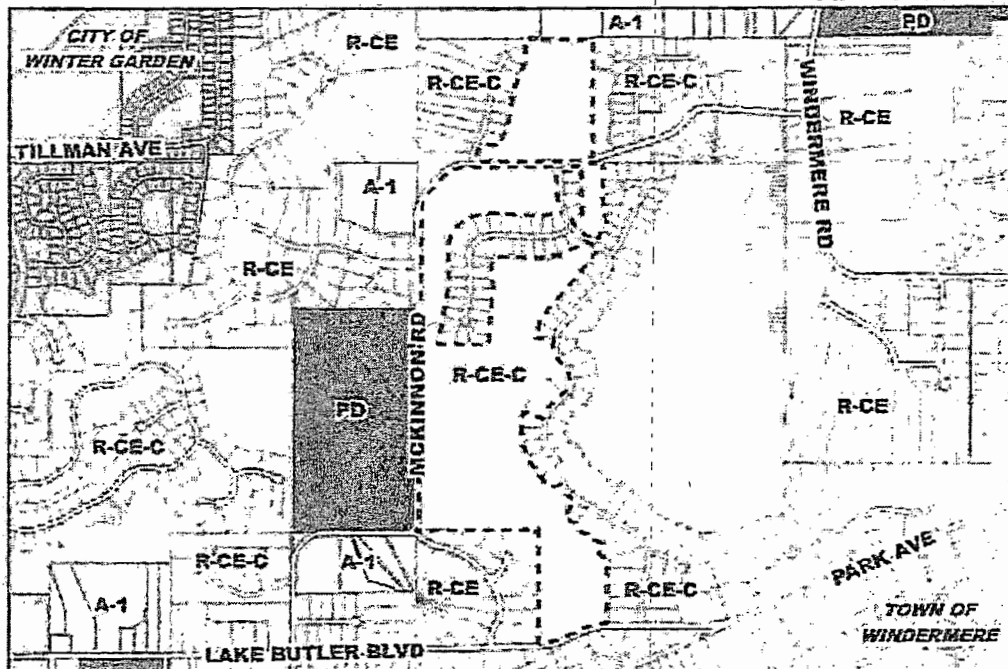
Parks and Recreation

The Parks and Recreation Division reviewed the request, but did not provide any objections.

Specific Project Expenditure Report and Relationship Disclosure Form

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

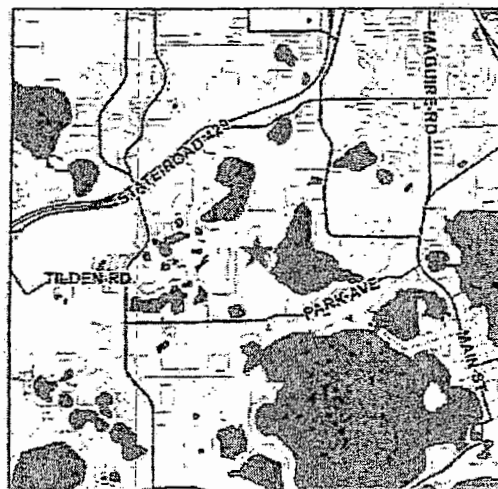
RZ-15-10-038



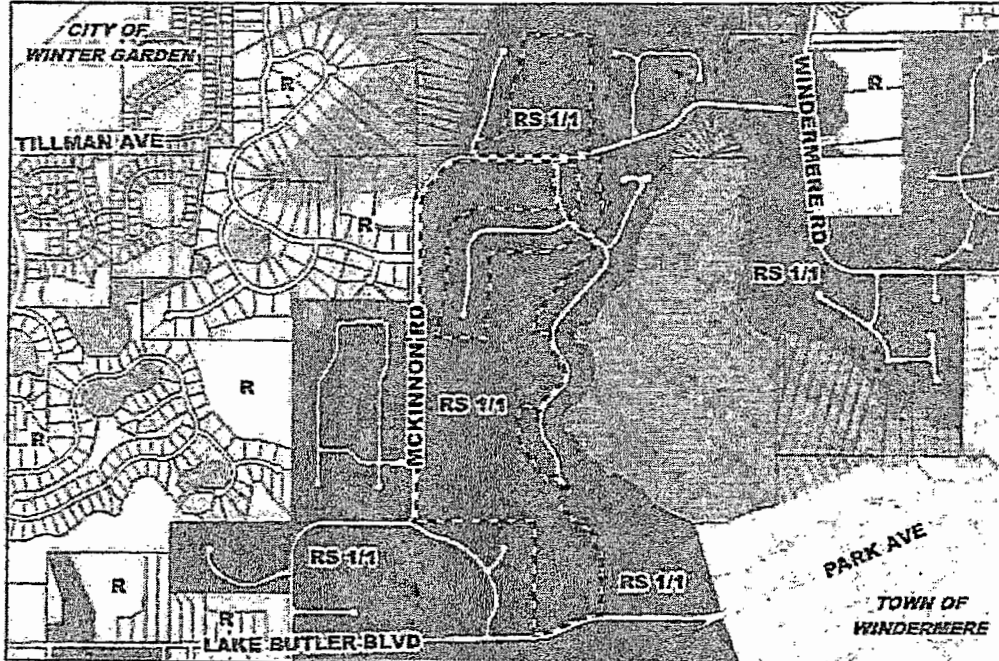
 Subject Property

 Subject Property

ZONING MAP	
ZONING:	R-CE-C (Country Estate Cluster District) to R-CE-C (Country Estate Cluster District)
APPLICANT:	Jamie Poulos, Poulos and Bennett, LLC
LOCATION:	2710 and 2730 Butler Bay Drive North; or generally located north of Lake Butler Boulevard, between McKinnon Road and Butler Bay Drive North, and southeast of Lake Roberts
TRACT SIZE:	155.00 gross acres
DISTRICT:	#1
S/T/R:	01/23/27
1 inch = 1,399 feet	



RZ-15-10-038

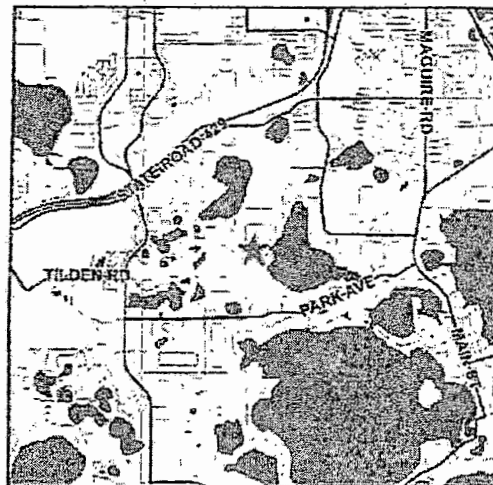


 Subject Property



★ Subject Property

Future Land Use Map	
FLUM:	Rural Settlement 1/1 (RS 1/1)
APPLICANT:	Jamie Poulos, Poulos and Bennett, LLC
LOCATION:	2710 and 2730 Butler Bay Drive North; or generally located north of Lake Butler Boulevard, between McKinnon Road and Butler Bay Drive North, and southeast of Lake Roberts
TRACT SIZE:	155.00 gross acres
DISTRICT:	# 1
SIT/R:	01/23/27
1 inch = 1,399 feet	

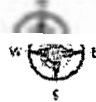


Rezoning Staff Report
Orange County Planning Division
PZC Hearing Date: November 19, 2015

RZ-15-10-038



 Subject Property

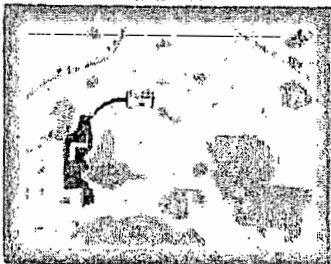


1 inch = 1,000 feet

Cluster Plan
for
Lake Butler Bay Cluster Development Plan
RZ-15-10-038
Orange County, FL.

Parcel No.
01-00-01-0000000000
01-00-01-0000000000

Applicant
Waterside County Club
7700 Bonita Bay Dr. N.
Wichita, FL 32786
(407) 547-5771



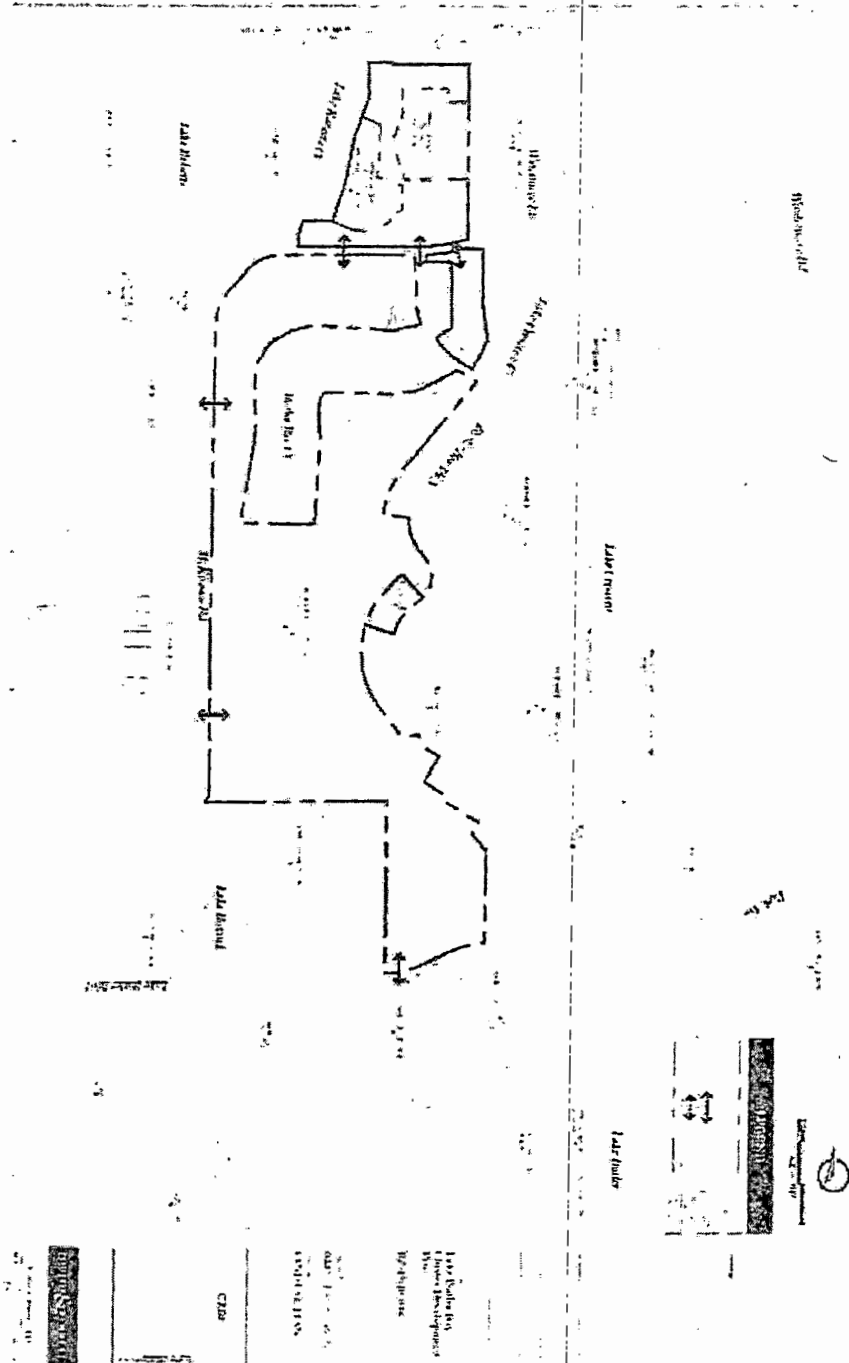
Item	Description	Amount
1.00	Initial Application Fee	\$1,000.00
2.00	Environmental Impact Fee	\$1,000.00
3.00	Public Hearing Fee	\$1,000.00
4.00	Final Plan Fee	\$1,000.00
5.00	Recordation Fee	\$1,000.00
6.00	Other Fees	\$1,000.00
Total	Estimated Total	\$6,000.00



Butler Bay Cluster Plan / Cover Sheet

Rezoning Staff Report
Orange County Planning Division
PZC Hearing Date: November 19, 2015

Butler Bay Cluster Plan



Butter Bay Cluster Plan (Site Datum)

LAND USE & SITE DATA SUMMARY

Property Owner	Total Acreage	Acres in Use	Acres Available	Acres in Use	Acres Available	Acres in Use	Acres Available	Acres in Use	Acres Available
Site 1	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

Property Owner	Acres in Use	Acres Available	Acres in Use	Acres Available
Site 1	100.00	100.00	100.00	100.00

Property Owner	Acres in Use	Acres Available	Acres in Use	Acres Available
Site 1	100.00	100.00	100.00	100.00

REZONING RECOMMENDATION

1. The rezoning is recommended for the following reasons:
 - a. The rezoning is consistent with the Comprehensive Zoning Ordinance.
 - b. The rezoning is consistent with the Comprehensive Zoning Ordinance.
 - c. The rezoning is consistent with the Comprehensive Zoning Ordinance.

2. The rezoning is recommended for the following reasons:
 - a. The rezoning is consistent with the Comprehensive Zoning Ordinance.
 - b. The rezoning is consistent with the Comprehensive Zoning Ordinance.
 - c. The rezoning is consistent with the Comprehensive Zoning Ordinance.

CONCLUSION

1. The rezoning is recommended for the following reasons:
 - a. The rezoning is consistent with the Comprehensive Zoning Ordinance.
 - b. The rezoning is consistent with the Comprehensive Zoning Ordinance.
 - c. The rezoning is consistent with the Comprehensive Zoning Ordinance.

REZONING RECOMMENDATION

The rezoning is recommended for the following reasons:

1. The rezoning is consistent with the Comprehensive Zoning Ordinance.
2. The rezoning is consistent with the Comprehensive Zoning Ordinance.

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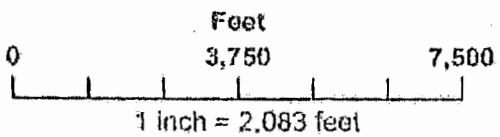
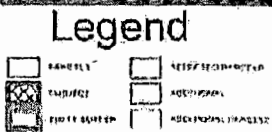
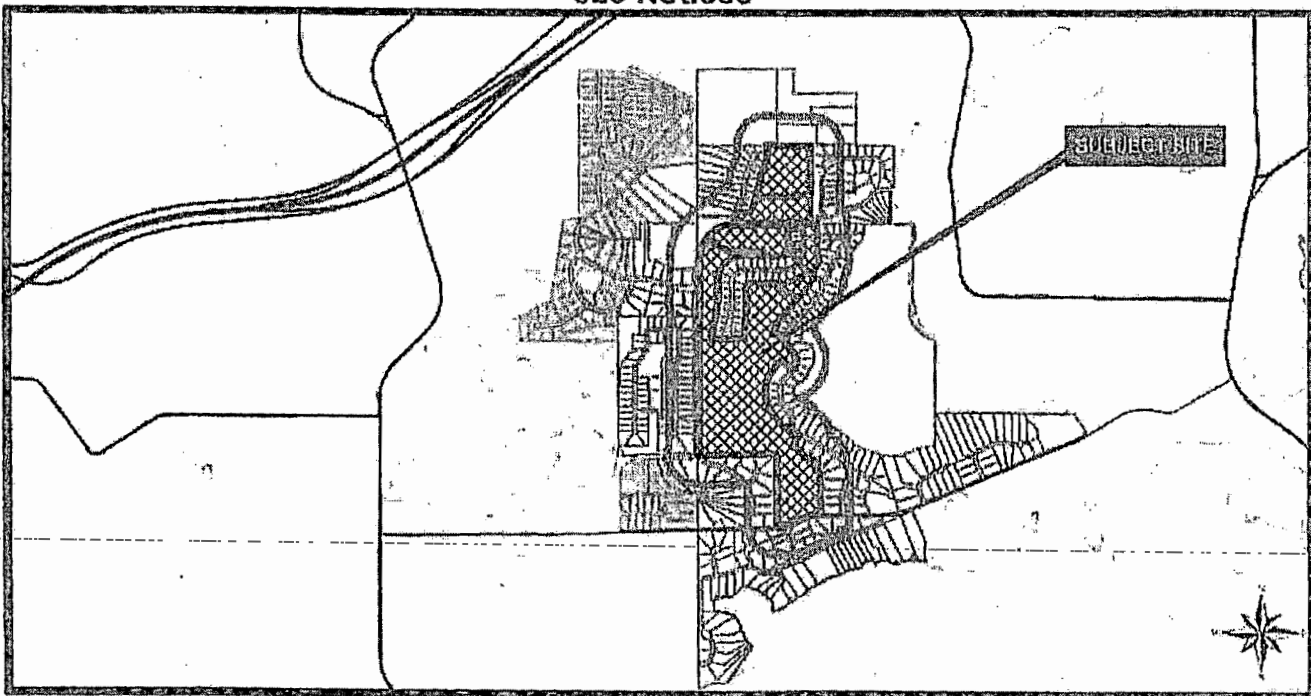
The rezoning is recommended for the following reasons:

1. The rezoning is consistent with the Comprehensive Zoning Ordinance.

The rezoning is recommended for the following reasons:

1. The rezoning is consistent with the Comprehensive Zoning Ordinance.

Public Notification Map RZ-15-10-038 523 Notices



Notification Map

Rezoning Staff Report
Orange County Planning Division
PZC Hearing Date: November 19, 2015

Appendix 6.D.

GRAY|ROBINSON
ATTORNEYS AT LAW

407-244-5683

PAUL.CHIPOK@GRAY-ROBINSON.COM

September 2, 2015

A. Kurt Ardaman, Esq.
Fishback Dominick
1947 Lee Road
Winter Park, Florida 32789

Re: Windermere Country Club Property, Rezoning to Amend RCE-C Cluster Plan to
Provide for 95 Single Family Lots
Client-Matter No. 599064-1

Dear Mr. Ardaman:

My firm represents Bryan Decunha, Windermere Country Club, LLC, owner of the Windermere Country Club property.

This letter is to inform you and the Windermere Club Homeowners Association that on August 19, 2015, Windermere Country Club, LLC, filed an application with Orange County to amend the RCE-C zoning by requesting revision to the existing cluster plan over the golf course property which will allow 95 single family lots on the 155 acre golf course property. A copy of the revised Lake Butler Bay Cluster Development Plan for the golf course property is attached.

Windermere Country Club, LLC has not come to the decision to seek amendment to the RCE-C Cluster Plan without good reason. The ability to keep the golf course open for play is no longer a viable option for reasons which include, but are not limited to, the following:

1. Nationally there are over four million fewer golfers today than in 2005.
2. The decrease in golfers has lessened the demand for rounds of golf played annually at all golf courses including Windermere Country Club. To remain competitive, nationally the greens fees for the cost per round has dramatically lowered over the last several years.
3. As with any golf course, there is required daily maintenance costs which are not being met by the greens fees revenue.
4. In addition to required daily maintenance there are major capital costs in excess of \$180,000.00 needed for the property which include:
 - a) Greens mower;
 - b) Two tee mowers;
 - c) Four utility carts; and
 - d) Pull behind rotary rough mower.

501 EAST PINE STREET
SUITE 1400
POST OFFICE BOX 3068 (32802-3068)
ORLANDO, FLORIDA 32801
TEL 407-843-8880
FAX 407-244-5690

BOCA RATON
FORT LAUDERDALE
GAINESVILLE
JACKSONVILLE
KEY WEST
LAKELAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

GRAY ROBINSON
PROFESSIONAL ASSOCIATION

A. Kurt Ardaman, Esq.
September 2, 2015
Page 2

5. The entire golf cart fleet needs to be replaced at a cost of in excess of \$400,000.00.
6. The golf course irrigation system is past its usable life and in need of replacement at a cost of over \$1,000,000.00.
7. The fresh water hydro tank servicing the clubhouse building is constantly breaking down and is in need of replacement or connection to central water service.
8. The physical infrastructure, including the roof, of the clubhouse is in need of repair and/or replacement.
9. Of the 147 homes that are members of the Windermere Club Homeowners Association, only 7 homes are members of the Windermere Country Club Golf Course.

Inevitably, the Windermere Country Club golf course will not remain open for much longer and will be closing for play in the near future.

Mr. Decunha would like to work in a positive manner with the Windermere Club Homeowners Association in redevelopment of the golf course property. While design of the project is not complete, the following parameters will be incorporated into the final design of the project subject to county approval:

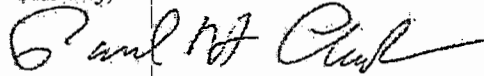
1. All access to the internal streets and lots for the Windermere Country Club property will be from public roads, McKinnon Road and Lake Butler Boulevard. There will be no access to the new lots from Butler Bay Drive North. The existing gates located on Butler Bay Drive North will be exclusive to the Windermere Club Homeowners.
2. A buffer will be provided adjacent to the rear of each existing lot of Butler Bay Unit 2 and Unit 3. The buffer will be either a landscape buffer or water feature. No new lot will directly abut the backyard of an existing lot in Units 2 or 3.
3. The existing Butler Bay Unit 2 and Unit 3 lots are encumbered by a rear yard buffer easement that runs in favor of the golf course property. Upon the rezoning at the golf course property, the golf course will release that easement.
4. There will be no negative impact on the drainage easements affecting holdings by the Windermere Club Homeowners Association.
5. It is intended that a children's playground accessible to the Windermere Club Homeowners Association and the residents of the new lots will be constructed as part of the redevelopment.
6. Central water will be made available in proximity to the existing homes of the Windermere Club Homeowners Association for potable and fire safety use.

GRAYROBINSON
PROFESSIONAL ASSOCIATION

A. Kurt Ardaman, Esq.
September 2, 2015
Page 3

We look forward to further discussions regarding this matter with you and the Windermere Club
Homeowners Association.

Sincerely,



Paul H. Chipok

PHC/mch
Enclosure

cc: Commissioner Scott Boyd
Eric Raasch, Project Manager, Orange County Planning Department
Bryan Decunha

Appendix 6.D.1.

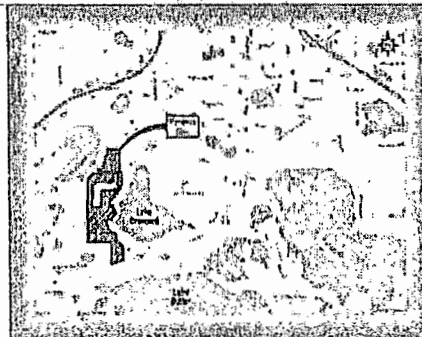
Land Use Plan
for
Lake Butler Bay Cluster Development Plan

Orange County, FL

Parcel Id. No.:
01-23-27-1108-00-001
01-23-27-1117-00-001

Sheet No.	Sheet Title	Scale
01.00	Balance, Graded	
02.00	Land Use Plan	
03.00	Site Plan	
	Reference Drawings	
	Boundary Survey	

Applicant:
Windermere Country Club
2710 Butler Bay Dr. N.
Windermere, FL 34786
(407) 547-7774



Neighborhood Map
Scale 1" = 1/4 mi

Lead Engineer
Poulos & Bennett, LLC
4021 Hilda Lane, Suite B
Orlando, FL 32834
(407) 497-2554

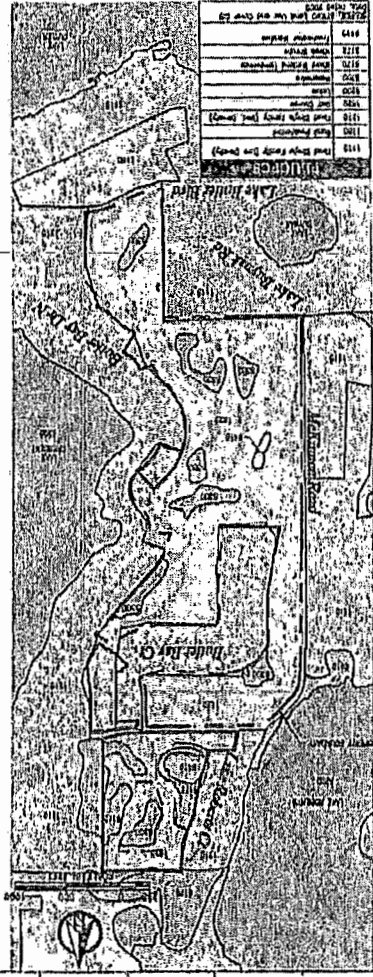
3-01-1998
Land Tech Surveying & Mapping
2501 S. Central Ave.
Orlando, FL 32811
(407) 514-1700
(407) 514-1800

Environmental Consultants
Bio-Tech Consulting, Inc.
2402 E. Palmetto St.
Orlando, FL 32817
(407) 994-1100
(407) 994-1970

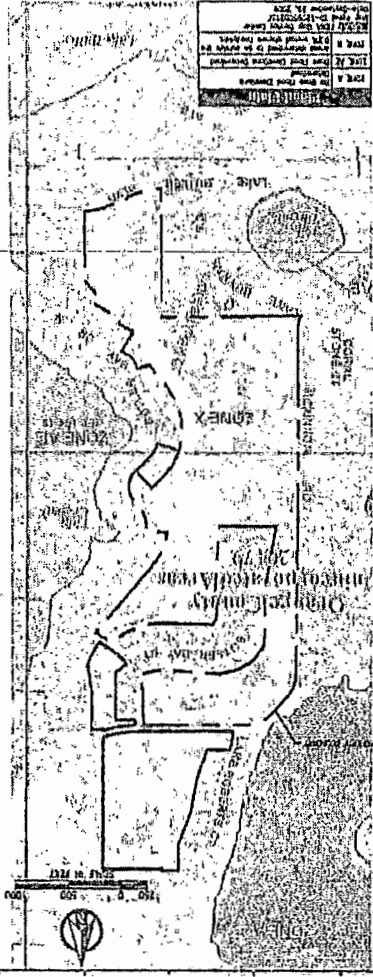
POULOS & BENNETT
4021 Hilda Lane, Suite B, Orlando, FL 32834
Tel. 407.497.2554 www.poulos-bennett.com
Fax 407.497.2554
11-001

0894182

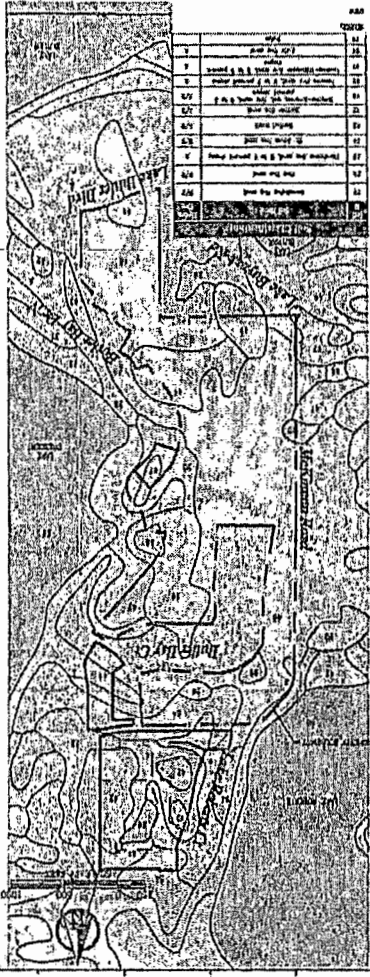
PLATES 34-41



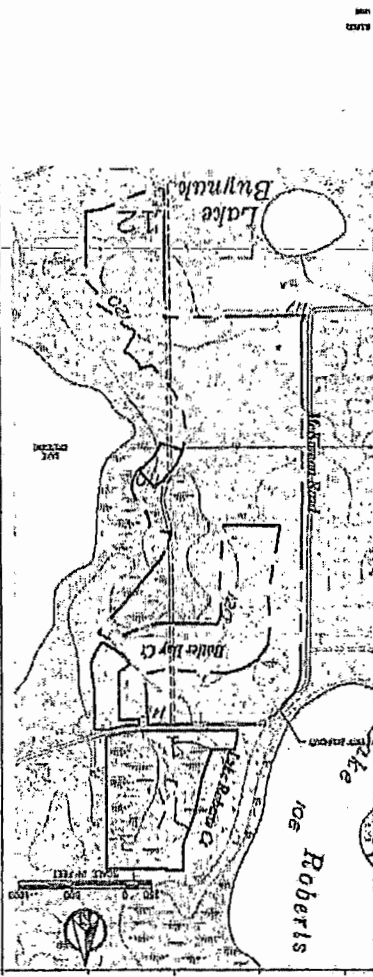
दुर्गा व्रतम्



दृश्य सुप्त



Chandrapur Map



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Friedrich Schlegel
Kritik der Poesie / Kritik der Prosa / Kritik des Theaters

PROCEEDINGS
NATIONAL ACADEMY OF SCIENCES

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PROPOSED BY / DATED /
E.E.E. / E.E.E.

* 2005-06-01 10:00
 2005-06-01 10:00

NORTH CAROLINA
 PUBLIC ACCOUNTANTS

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 2. THE DEFENSE'S CASE
 3. THE JURY'S VERDICT
 4. THE JUDGE'S SENTENCE
 5. THE APPEAL
 6. THE FINAL VERDICT

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2010	2011
2012	2013
2014	2015
2016	2017

Land Use Class	Total Area [ha]	Conservation Potential	Drainable Area ¹ [ha]	Soil Density	Total Units Added into Pool Quantity	Impaired USGs	Estimated Algal-Acne [157 th Day]	Current Ozone Index ² [ha]	Restoration Pool ³ [ha]
Paradise	111.29	12.9	111.29	1.64/ha	187 th	14 th	11.41	0	5.14

(1) Derivation: Area: The given field area is within the limits of the former High Water Channel and designated occupation features; (2) See Alternative Unit Calculations; (3) Open field in Orange County with 34.7% of the field area covered with water. Field is less than 100 feet from a waterway, no specific regulation is noted; (4) Open field in Orange County with 10% of the field area covered with water. Field is less than 100 feet from a waterway, no specific regulation is noted.

Subject/Topic	Enrolled	Dropouts	Enrollment Total
Elementary Education	15	10	25
Secondary Education	15	10	25
Other Subjects	15	10	25
		Total Dropouts	20

U.S. AIR FORCE								
DESCRIPTION	QUANTITY	FISCAL YEAR 1964-1965			UNIT	FISCAL YEAR 1965-1966		
		PLANNED	ACTUAL	PERCENT		PLANNED	ACTUAL	PERCENT
REPAIR PARTS	125	125	0	100	05	125	100	100
TOTAL: 125								

PLANTAS, ANIMALES Y MINERALES

4. AUT INTRINSECA ALIQUA VITIOSA NON EST CONSCIENTIA PECCATI.
 1792.16.16. VITIOSA VOLUNTAS IN ANIMA ALIJA
 1792.16.17. CONSCIENTIA PECCATI IN ANIMA
 1792.16.18. AUT INTRINSECA ALIQUA VITIOSA NON EST CONSCIENTIA PECCATI
5. VITIOSA INTRINSECA ALIQUA VITIOSA NON EST CONSCIENTIA PECCATI.
 1792.16.19. VITIOSA VOLUNTAS IN ANIMA ALIJA
 1792.16.20. CONSCIENTIA PECCATI IN ANIMA
 1792.16.21. AUT INTRINSECA ALIQUA VITIOSA NON EST CONSCIENTIA PECCATI
6. VITIOSA INTRINSECA ALIQUA VITIOSA NON EST CONSCIENTIA PECCATI.
 1792.16.22. VITIOSA VOLUNTAS IN ANIMA ALIJA
 1792.16.23. CONSCIENTIA PECCATI IN ANIMA
 1792.16.24. AUT INTRINSECA ALIQUA VITIOSA NON EST CONSCIENTIA PECCATI
7. AUT INTRINSECA ALIQUA VITIOSA NON EST CONSCIENTIA PECCATI.
 1792.16.25. VITIOSA VOLUNTAS IN ANIMA ALIJA
 1792.16.26. CONSCIENTIA PECCATI IN ANIMA
 1792.16.27. AUT INTRINSECA ALIQUA VITIOSA NON EST CONSCIENTIA PECCATI
8. AUT INTRINSECA ALIQUA VITIOSA NON EST CONSCIENTIA PECCATI.
 1792.16.28. VITIOSA VOLUNTAS IN ANIMA ALIJA
 1792.16.29. CONSCIENTIA PECCATI IN ANIMA
 1792.16.30. AUT INTRINSECA ALIQUA VITIOSA NON EST CONSCIENTIA PECCATI

[illegible]

Lake Butler Bay
Cluster Development
Plan

ORANGE COUNTY, FL

5178 DATA

Page 1 out

£3.99



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Fax: +86 10 6500 1111

000785

Appendix 6.E.

GRAY | ROBINSON
ATTORNEYS AT LAW

407-244-5683
PAUL.CHIPOK@GRAY-ROBINSON.COM

October 9, 2015

A. Kurt Ardaman, Esq.
Fishback Dominick
1947 Lee Road
Winter Park, Florida 32789

Re: Windermere Country Club Property; Closing Date of Windermere Country Club
Client-Matter No. 599064-1

Dear Mr. Ardaman:

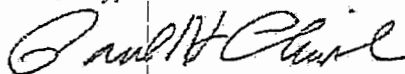
This letter is a follow up to my September 2, 2015, letter to you regarding the Windermere Country Club property. The September 2nd letter provided the reasoning for the decision to seek rezoning of the Property. The September 2nd letter also indicated that the Windermere Country Club golf course will not remain open for much longer.

My client, Bryan Decunha, Windermere Country Club, LLC, owner of the Property has indicated that the golf course and clubhouse facilities have contractual obligations through April 16, 2016.

Accordingly, please be informed that Windermere Country Club will permanently close the golf course and clubhouse operations as of April 18, 2016.

We look forward to further discussions regarding this matter with you and the Windermere Club Homeowners Association.

Sincerely,



Paul H. Chipok

PHC/lp
Enclosure

cc: Commissioner Scott Boyd
Steven Thorp, Project Manager, Orange County Planning Department
Bryan Decunha

9128916 v1

www.gray-robinson.com

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SUITE 1400
POST OFFICE BOX 3068 (32802-3068)
ORLANDO, FLORIDA 32801
TEL 407-843-8880
FAX 407-244-5690

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FORT LAUDERDALE
GAINESVILLE
JACKSONVILLE
KEY WEST
LAKELAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

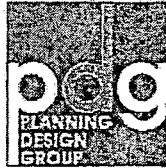
000186

Appendix 6.F.

**Windermere Country Club
Butler Bay Cluster Plan (RZ-15-10-038)
Planning Analysis**

Prepared By:

Kendell Keith



PLANNING DESIGN GROUP, LLC

930 Woodcock Road
Suite 224

Orlando, Florida 32803

Tel: (407) 896-0455

Fax: (407) 896-0425

PDG No: 15-023

November 6, 2015

**Windermere Country Club
Butler Bay Cluster Plan (RZ-15-10-038)
Planning Analysis**

BACKGROUND

This analysis is provided in support of the proposed amendment to the Butler Bay Cluster Plan to allow the redevelopment of the existing Windermere Country Club golf course into single family residential homes. The subject property is located in the West Windermere Rural Settlement. The proposed cluster plan amendment is a request to allow development of 95 single family homes, plus open space, on 155 gross acres. The minimum lot size is one-half acre.

The subject property is designated as Rural Settlement (1 dwelling unit per acre) within the West Windermere Rural Settlement. The West Windermere Rural Settlement is one of 22 Rural Settlements that were created within the Orange County Comprehensive Plan to recognize communities that existed prior to the adoption of the 1991 Comprehensive Policy Plan. The West Windermere Rural Settlement is NOT one of the five Rural Settlements recognized by Policy FLU6.2.2 as part of Orange County's heritage and historic preservation. The West Windermere Rural Settlement almost completely surrounds the Town of Windermere and is almost entirely designated for residential development at a density of one (1) dwelling unit per acre.

DENSITY

According to Orange County Comprehensive Plan Policy FLU1.1.2.C., density is measured by dividing the total number of units by the developable acreage. Developable acreage is defined as gross acreage minus conservation areas (wetlands) and natural water bodies. The golf course property consist of 155.3 gross acres with 12.6 acres in existing conservation areas for a net developable area of 142.7 acres, or a maximum of 142 dwelling units. The remainder of the Butler Bay cluster plan, outside of the 155 acre golf course property consists of 330.1 acres of net developable land, for a total of 472.8 acres of net developable land, or 472 maximum total dwelling units.

FLU1.1.2(C) Density and Floor Area Ratio (FAR) calculation is determined by dividing the total number of units/square footage by the net developable land area. The net developable land area for density and FAR calculation (intensity) is defined as the gross land area, excluding surface waters and certain conservation areas from the land area calculations. In order to include new Class I, II and III conservation areas in the density and FAR calculations, the parcels shall have an approved Conservation Area Determination (CAD) and an approved Conservation Area Impact permit from the Orange County Environmental Protection Division.

The proposed development of 95 single family lots, combined with the existing development of 327 lots, totals 422 dwelling units on the 472.8 acres of net developable land. By allocating 47



of the existing units to the golf course property, the density of the original development remains at .85 dwelling units per acre, while the density of the golf course property is 1 dwelling unit per acre. The final combined density of .89 units per acre is consistent with the Future Land Use designation of Rural Settlement, maximum of 1 dwelling unit per acre. The final calculations are shown below in a table from the proposed cluster plan:

<u>ALLOWABLE UNIT CALCULATIONS</u>	
1. NET DEVELOPABLE AREA WITHIN GOLF COURSE PARCEL:	
155.3 AC.	TOTAL GOLF COURSE PARCEL AREA
12.6 AC.	TOTAL PLATTED CONSERVATION AREA
142.7 AC.	NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY
2. NET DEVELOPABLE AREA WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE AREA:	
472.8 AC.	TOTAL NET DEVELOPABLE AREA WITHIN CLUSTER PLAN (PER EXISTING CLUSTER PLAN)
142.7 AC.	NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY (PER CALCULATION ABOVE)
330.1 AC.	NET DEVELOPABLE AREA WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE AREA
3. TOTAL ALLOWABLE UNITS ON LAND WITHIN CLUSTER PLAN OUTSIDE OF GOLF COURSE PROPERTY:	
330.1 AC. X 0.85 UNITS/AC. = 280 UNITS	
4. EXISTING BUILT UNITS TO BE ALLOCATED TO GOLF COURSE PROPERTY:	
327 UNITS	TOTAL EXISTING PLATTED UNITS IN CLUSTER PLAN (PER PLATS)
327 UNITS - 280 UNITS = 47 UNITS	
5. ALLOWABLE UNITS ON GOLF COURSE PROPERTY	
142.7 AC.	NET DEVELOPABLE AREA WITHIN GOLF COURSE PROPERTY
142 UNITS	TOTAL UNITS BASED ON 1 UNIT/AC.
142 UNITS - 47 UNITS = 95 UNITS	

OPEN SPACE

In accordance with Orange County Code, one of the intents and purposes of the R-CE-Cluster zoning district is to enhance the living environment through the creation of permanent open space. Residential open space requirements per Section 24-29(e), Orange County Code state that no common open space is required in developments that are less than or equal to one unit per acre. All required open space in R-CE-Cluster Plans is in private open space (as defined by Sec. 24-26-definitions), within the setbacks and yards of the single family homes. The golf course development on the subject property is not identified as open space on the existing Butler Bay cluster plan and was not used in the calculation of any required open space.

The proposed development will provide permanent open space in the form of 50-foot minimum buffers between existing and proposed single family lots. While not required to meet



the open space requirements of Orange County Code, this new open space will be consistent with stated intents and purposes of the R-CE-Cluster district and will help preserve the rural character of the area, consistent with objective FLU 6.3, and policies FLU 6.2.5 and FLU6.2.6 of the Orange County Comprehensive Plan:

OBJ FLU6.2 RURAL SETTLEMENTS. Rural Settlements provide for a rural residential lifestyle. In some instances, Rural Settlements allow a transition of rural areas adjacent to the Urban Service Area while avoiding development in active agricultural areas. Rural Settlements were intended to recognize and preserve existing development patterns at the time the CP was adopted in 1991. The creation of Rural Settlements recognized the need to maintain agricultural areas and rural uses in the Rural Service Area, while providing for rural communities.

FLU6.2.5 The permitted densities and intensities of land use within the Rural Settlements shall maintain their rural character. Factors to be considered shall include lot size, open space and views, tree canopy, building location and orientation, and compatibility with existing land uses. Density and Floor Area Ratio (FAR) calculation shall be defined as the language specified in Future Land Use Element Policy FLU1.1.2(C).

FLU6.2.6 The Future Land Use Map shall reflect the permitted densities of development within the Rural Settlements. Clustering of units with dedicated open space shall be allowed so long as the overall density does not exceed that specified on the Future Land Use Map. Density and Floor Area Ratio (FAR) calculations shall be defined as the language specified in the Future Land Use Element Policy FLU1.1.2(C).

Clustering shall be supported to maintain the rural character through preservation of open space and lot layout and design. Generally recognized and accepted conservation subdivisions can be used where they minimize impacts on areas with rural character provided their use is consistent with the overall intent of Rural Settlement boundaries.

Clustering, with permanent protection of open space, shall be encouraged or required for all new development and redevelopment within the Wekiva Study Area, based on location, i.e., Urban Service Area, Rural Service Area, Rural Settlement, Growth Center and overall project acreage. The County shall evaluate incentives to further the implementation of open space preservation and maximum impervious surface ratios and include these in the Land Development Code by January 1, 2007.

COMPATIBILITY

The term compatibility is used in growth management to evaluate the interrelationship of dissimilar uses, and how to mitigate the impacts that one land use may have on other land uses. In the definitions section of Florida Statutes, Chapter 163 (Community Planning Act), Part II, Section 163.3164 states that "compatibility" means a "condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or



condition." At no point does the Orange County Code, Orange County Comprehensive Plan, or Florida Statutes contemplate that the same use on adjacent properties would be incompatible.

In the case of the Butler Bay Cluster Plan, the subject property is being converted from a privately held recreational business to residential development that matches the existing development in minimum lot size, minimum house size, setbacks and all other development standards. By providing access to the new development, only to existing external roads, the residents of the existing Butler Bay cluster plan will gain privacy due to the elimination of public golf course traffic. The addition of a 50-foot setback between all existing and proposed residential development, as measured by the closest lot lines, assures that the proposed development is fully compatible, and in fact consistent with, the existing development within and around the Butler Bay Cluster Plan.

The proposed development associated with the amended Butler Bay Cluster Plan is absolutely consistent with the Orange County Comprehensive Plan in regards to compatibility with the existing development patterns of the area. The proposed development is within the maximum density of one dwelling unit per acre and, with the additional open space, will maintain the rural character of the area.

OBJ FLU8.2 COMPATIBILITY. Compatibility will continue to be the fundamental consideration in all land use and zoning decisions. For purposes of this objective, the following policies shall guide regulatory decisions that involve differing land uses.

FLU8.2.1 Land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use Map change.



Appendix 6.G.

Paul H. Chipok

From: Jamie Poulos <jpoulos@poulosandbennett.com>
Sent: Friday, October 16, 2015 3:10 PM
To: Paul H. Chipok
Cc: 15-101 Windermere Country Club Redevelopment
Subject: Lake Pickett Cluster Plan Summary
Attachments: 14022 - LUP PLANS.pdf

Paul – Per your request, I am sending you a quick summary of the Lake Pickett Cluster plan zoning modification (please see attached plans). This zoning modification approved a revision to a 466-acre property located within the overall Lake Pickett Cluster Plan to increase the allowable density from the previously approved 0.85 units/acre to 1 unit/acre, consistent with the FLU. The revision to the density requested with the application applied only to the 466-acre property. Several other properties within the overall Lake Pickett Cluster Plan were revised to 1 unit/acre prior to our application for this property.

The application was approved by the County and we are now going to DRC next week for the PSP approval of the first phase.

Please let me know if you have any questions.

Thanks,
Jamie

Jamie T. Poulos, P.E. LEED ® A.P.

POULOS & BENNETT

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Orlando, FL 32803
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www.poulosandbennett.com

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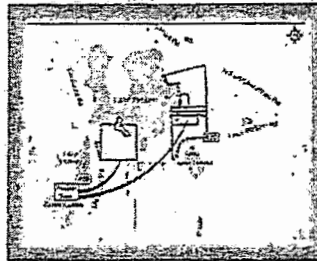
We've Moved. Please note our new address above.

Land Use Plan
for
Lake Pickett Cluster

Orange County, FL

Parcel Id. Nos.
09-22-32-0000-00-034
09-22-32-0000-00-039
06-22-32-0000-00-014
10-22-32-0000-00-053
05-22-32-0000-00-058
03-22-32-0000-00-029
03-22-32-0000-00-022
03-22-32-0000-00-036
03-22-32-0000-00-010
03-22-32-0000-00-004

Applicant
David E. Abel, President
1337 W. Broadway St., Suite 1
Orlando, Florida 32835
(407) 364-1338



Site Map
Scale 1" = 100'

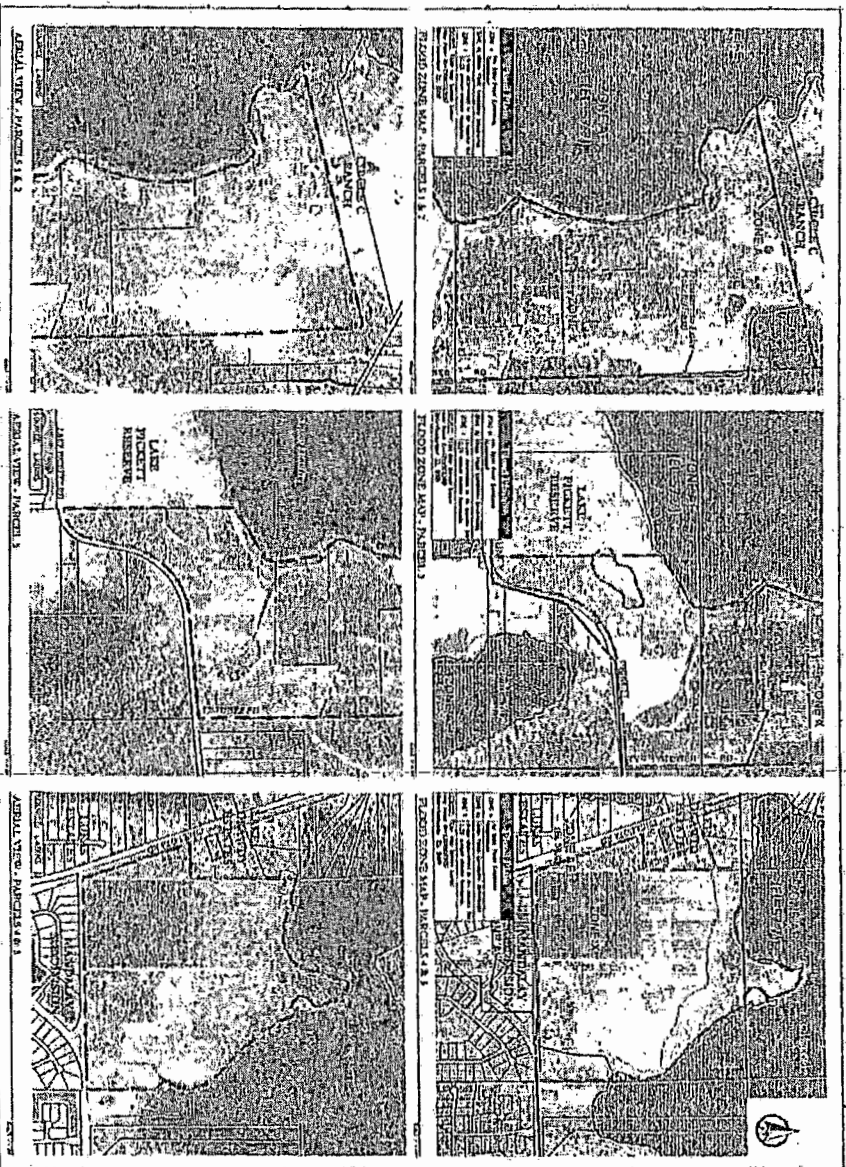
Sheet Index		
Sheet No.	Sheet Title	Sheet
01	Survey Conditions	01/02/2004
02	Final Map Location	02/02/2004
03	Land Use Plan	03/02/2004
04	Site Plan	04/02/2004

Prepared by
Fryden & Bennett, LLC
425 Main St., Suite 1
Tampa, FL 33602
(813) 241-1234

Reviewed by
Land Tech Surveying & Mapping
201 E. Central Ave.
Tampa, FL 33602
(813) 241-1234

Professional Consultant
Land Tech Consulting, Inc.
201 E. Central Ave.
Tampa, FL 33602
(813) 241-1234

POULOS & BENTLEY
INCORPORATED
4001 Bruce Lane, Suite 2, Orlando, FL 32835
Tel: (407) 364-1338 Fax: (407) 364-1339
www.poulosbentley.com
Reg. Prof. No. 2002
PAC



Parcel	Area	Volume	Value	Notes
1	1.00	1.00	1.00	
2	1.00	1.00	1.00	
3	1.00	1.00	1.00	
4	1.00	1.00	1.00	
5	1.00	1.00	1.00	
6	1.00	1.00	1.00	
7	1.00	1.00	1.00	

LAND PACTIT CLUSTER

EXISTING CONDITIONS

CLAY

PROVINCE OF ONTARIO
COUNTY OF DUNDAS
TOWNSHIP OF DUNDAS
MUNICIPALITY OF DUNDAS

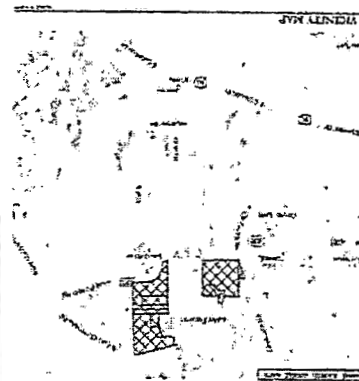
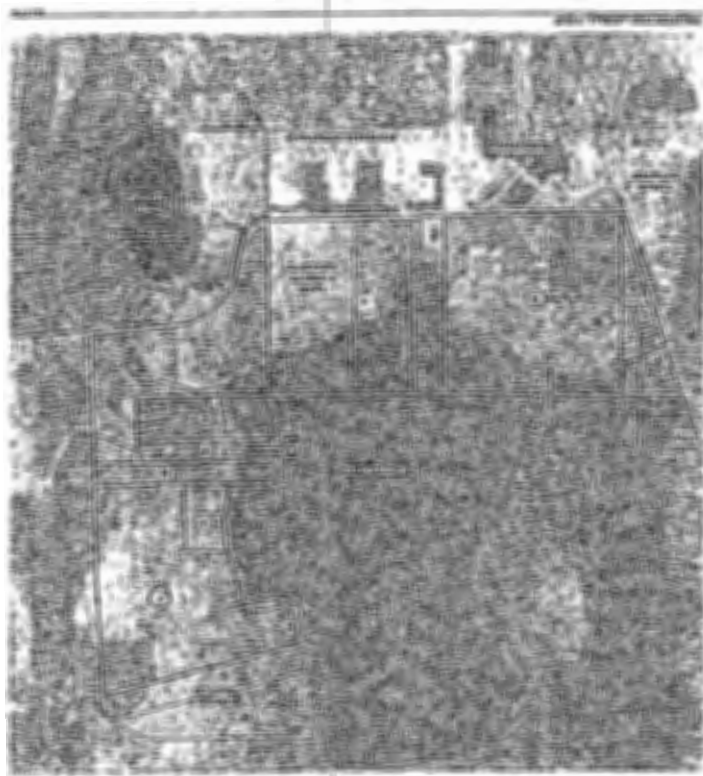
UNITED STATES
DEPARTMENT OF THE ARMY
ENGINEER REGIMENT
FORT MONROE, VIRGINIA

PLAN

ENGINEER REGIMENT
FORT MONROE, VIRGINIA

ENGINEER REGIMENT
FORT MONROE, VIRGINIA

ENGINEER REGIMENT
FORT MONROE, VIRGINIA



NO.	DESCRIPTION	DATE	BY
1	ENGINEER REGIMENT	1950	J. A. [illegible]
2	ENGINEER REGIMENT	1950	J. A. [illegible]
3	ENGINEER REGIMENT	1950	J. A. [illegible]
4	ENGINEER REGIMENT	1950	J. A. [illegible]
5	ENGINEER REGIMENT	1950	J. A. [illegible]
6	ENGINEER REGIMENT	1950	J. A. [illegible]
7	ENGINEER REGIMENT	1950	J. A. [illegible]
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19	ENGINEER REGIMENT	1950	J. A. [illegible]
20	ENGINEER REGIMENT	1950	J. A. [illegible]



Appendix 6.H.

GRAY ROBINSON
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ORLANDO
TALLAHASSEE
TAMPA

MEMORANDUM

TO: Mayor Jacobs and Board of County Commissioners

FROM: Paul H. Chipok

DATE: November 17, 2015

SUBJECT: Windermere Country Club; Designation as Golf Course, Not Open Space

Historically, the Butler Bay Cluster Plan received its zoning approval on February 21, 1985 with no mention of conveyance of development rights from the golf course property. See Minutes of February 21, 1985 Planning and Zoning Commission Meeting and Minute of February 25, 1985 Board of County Commission Meeting (Tab A).

The development rights condition was imposed at the PSP review on November 18, 1985 (Tab B) and included in the Development Agreement recorded at OR 3757/1536 (Tab C). When the Butler Bay Unit 3 Plat, PB 18/4 (Tab D) was approved, a Resolution Vacating and Annuling Plat (a portion of Butler Bay Unit 2) was approved at the same time; see OR 3808/2058 (Tab E). Further, when the Replat of Lots 8, 9, 10 and Tract B, Butler Bay Unit 3, PB 25/116 (Tab F) was approved on April 2, 1990, a Resolution Vacating and Annuling Plat was approved by the BOCC on the same day, see OR 4173/3662 (Tab G).

Windermere Country Club is currently in the rezoning stage to modify the Cluster Plan to 1) bring the 155 acres under the current standard of 1 unit per 1 acre and 2) change the 155 acres from golf course (a designated use and not open space) to residential area to accommodate 95 lots.

The condition to convey the development rights for the golf course property (Plat Note 12) and the access rights to McKinnon Road and Lake Butler Blvd. (Plat Note 13) are : 1) a condition of the PSP approval under the Subdivision Regulations, Chapter 34; 2) reflected on the plat; and 3) not a condition of rezoning to R-CE-C or shown on the Cluster Plan.

The modification to the PSP condition and Plat Conditions 12 and 13 are to be accomplished under Chapter 34, Subdivision Regulations. Section 34-70 - BOCC may approve, approve subject to conditions or disapprove a PSP (Tab H). Section 34-74. Process for

Mayor Jacobs and Board of County Commissioners
November 17, 2015
Page 2

Amendment to PSP resulting in determination by the BOCC (Tab I). Also, Section 34-155 (a) defines open space and states it may include private parks and recreation areas provided: (i) designated as a tract on the plat, (ii) adequate for intended purpose and (iii) assurance given by deed restriction or CCR that area will be maintained and to be identified on plat as common areas for owners of property within the subdivision (Tab J). In this case the Golf Course property is not identified as common area on the plat. No dedication of golf course property is given to the property owners within the plat. The CCRs do not include the Golf Course property nor provide for maintenance of the golf course. The "Property" as defined in Exhibit A to the CCRs is limited to Lots 1-123, PB 18, Pages 4-9. Tract A, the golf course property is not included in that definition. The definition of "Common Area" requires that common area be owned by the "Association". Article XII of the CCRs is titled "Covenants and Restrictions Relating to Golf Course". Section 1 states "All Owners of Lots on the Property acknowledge the existence of a private golf course on lands adjoining the Property. The golf course is for the use and enjoyment of the members of the private golf club". Section 3 creates a 10 foot easement in favor of the golf course across the rear of each lot adjacent to the golf course. The easement prohibits fences, walls or shrub planting. See OR Book 3808, Page 1478 (Tab K). The plat note 12 and 13 are applicable to the golf course are between the golf course property owner and the County, the subdivision owners are not parties to those plat note restrictions. At the time of plat, the owner of the Golf Course was a separate entity from the subdivision lot developers.

The Developer's Agreement recorded at OR Book 3757, Page 1536 (Tab C) and approved by the Board of County Commissioners on February 26, 1986 incorporated the November 18, 1985 Preliminary Subdivision Plan conditions of approval (Tab B). That Development Agreement recognizes that the conditions shall control all future development of the property "(unless said conditions of approval are amended or modified by Orange County)".

Developer's Agreement condition 5 provides: "The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities." The "Developer's Agreement - Common Private Facilities" was approved by the Board of County Commissioners on July 21, 1986 and recorded at OR Book 3808, Page 1466 (Tab L). That Development Agreement was executed by "Windermere Lakes, Ltd.", not the owner of the golf course property. Further, the "Property" subject to that Developer's Agreement is Lots 1-123 of "Butler Bay Unit 3". It does apply to Tract A - the golf course property. The golf course property, Tract A, by the terms of that Developer's Agreement is not "common private facilities".

In regards to open space, the Property is zoned R-CE-C. Section 38-556, requires 40% of each lot to be pervious surface (Tab M). Section 38-557, Common Open Space, Subsection (a) refers to Chapter 24 for open space regulations (Tab N). Section 24-9(e) provides, that for residential cluster districts, when the density is less than or equal to 1 unit per acre, there is no common open space required (Tab O). Section 24-26, definitions states "Common Open Space"

GRAYROBINSON
PROFESSIONAL ASSOCIATION

Mayor Jacobs and Board of County Commissioners
November 17, 2015
Page 3

shall mean a type of open space designed and intended for the use or enjoyment of occupants of a project (Tab P). Section 24-30, open space design guidelines, subsection (e), Ownership and Maintenance, states common open space areas shall be the responsibility of a property owners association or a mandatory homeowner's association (Tab Q).

The Windermere Country Club golf course is privately held property and maintained by the golf course property owner. It is not common open space.

Appendix 6.H.i.

February 25, 1985

Page 154

Zoning

P&Z Rec.
2/21/85

Hearing #7
Butler Bay
Cluster

Commissioner Carter requested clarification of Planning & Zoning Commission
Continued Hearing #7 - Ed Spomer, "Butler Bay Cluster", which was approved
with restrictions.

Zoning Director Sharon Smith and Planning & Development Director Tracy Watson
discussed the restrictions which were imposed for an acceptable plan in accordance
with all County rules and regulations.
No further action was taken.

Meeting
Adjourned

There being no further business, the Chairman adjourned the meeting.

ATTEST:

Thomas B. Lorcker
Clerk

Hal Marston
Chairman

Mary Jo Garrison
Deputy Clerk

February 25, 1985

Page 154

000204

Appendix 6.H.ii.

into compliance with revised State Law and to remove inconsistencies and clarify portions of the existing ordinance.

Mr. Ray West, member of the H.A.R.V. Board, was present to answer questions from the Commissioners.

Upon a motion by Commissioner Carter, seconded by Commissioner Harnell and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board adopted an Ordinance to amend Article IV, as described above.

(Ordinance on file in the office of the Clerk to Board of County Commissioners).

Public
Hearing

Preliminary
Subdivision
Plan

Butler Bay

Notice was given that the Board of County Commissioners would hold a public hearing to consider the Preliminary Subdivision Plan for Butler Bay on the following described property:

That part of the Replet of Metcalf Park, as recorded in Plat Book Q, Page 18, of the Public Records of Orange County, Florida; described as follows:

Begin on the Northern right of way line of Park Ave. and the Southeast corner of the Homeowners Park of Butler Bay Unit One, as recorded in Plat Book 11, Pages 92 through 94 of the Public Records of Orange County, Florida; thence leaving the Northernly right of line of Park Ave. run along the boundary line of said Butler Bay Unit One N. 30°41'40"W. 855.90 feet; thence continue along said boundary line run N. 87°54'25"W. 308.30 feet; thence leaving said boundary of Butler Bay Unit One run N. 02°56'17"E. 855.01 feet; thence N. 02°11'12"E. 1300.66 feet to the Southernly right of way line of Windermere Road; thence through the following courses and distances run along the Southernly right of way line of said Windermere Road; thence S. 23°38'04"E. 44.92 feet; thence S. 37°42'31"E. a distance of 519.40 feet to the point of curvature of a curve concave Southernly and having a radius of 673.51 feet with a central angle of 87°55'11"; thence Easterly along the arc of said curve 93.27 feet to the point of a reverse curve concave Northernly and having a radius of 849.56 feet with a central angle of 87°53'40"; thence Easterly along the arc of said curve 117.20 feet to the point of tangency; thence S. 87°40'25"E. a distance of 2969.10 feet to a point on the Westernly right of way of the Seaboard Coast Line Railroad; thence leaving the South right of way of Windermere Road, run S. 10°27'53"W. along said Westernly right of way 519.45 feet to the point of curvature of a curve concave Southeastly and having a radius of 1,430.98 feet; thence Southwesterly 83.07 feet along the arc of said curve through a central angle of 03°16'09" to a point on said curve and also being the Northeast corner of an Orange County School Property as recorded in Official Record Book 1703, Pages 267 and 268 of the Public Records of Orange County, Florida; thence leaving said Seaboard Coast Line Railroad run along said school property boundary line through the following courses and distances; thence N. 87°11'23"W. 570.56 feet (570.00 feet per deed); thence S. 34°43'40"W. 400.00 feet; thence S. 18°40'15"E. 810.35 feet to the Southwest corner of said school property and said point being on the Northernly right of way of Park Ave.; thence through the following courses and distances run along said Northernly right of way line; thence S. 60°05'17"W. 270.89 feet to the point of curvature of a curve concave Northernly and having a radius of 257.52 feet; thence Westerly 137.61 feet along the arc of said curve through a central angle of 41°44'33" to point of tangency; thence N. 77°03'10"W. 207.60 feet to the point of curvature of a curve concave Southernly and having a radius of 851.51 feet; thence Westerly 541.67 feet along the arc of said curve through a central angle 43°04'30" to the point of tangency; thence S. 59°12'20"W. 326.44 feet to the point of beginning.

Containing 103.556 acres.

Subject to Easements and Restrictions of Record.

(NOTE: Legal reflects peaceful occupation for Westernly property line).

TOGETHER WITH

Commencing at the Northeast corner of the Northwest 1/4 of Section 7, Township 23 South, Range 26 East, Orange County, Florida, run thence S. 02°52'28"W. along the East line of said Northwest 1/4 987.50 feet to the Northerly right of way line of Park Avenue; thence run S. 59°18'20"W. 155.22 feet along said Northerly right of way line for the Point of Beginning at the point of curvature of a curve concave Northerly having a radius of 1663.37 feet and a central angle of 09°19'00"; thence run Southwesterly along the arc of said curve 273.73 feet to the point of tangency; thence run S. 63°37'20"W. along said right of way line 2806.07 feet; thence S. 21°38'40"E. 10.00 feet; thence S. 68°00'20"W. along said right of way line 235.00 feet to the centerline of an existing canal; thence leaving aforesaid Northerly right of way line, run N. 15°59'40"W. along said canal centerline 1053 feet more or less to the water edge of Lake Crescent; thence run Easterly along said water's edge 1000 feet more or less to the West line of aforesaid Section 7; thence run N. 02°52'28"E. along said West line 540 feet more or less to the Northwest corner of the South 1/2 of the North 1/2 of the Northwest 1/4 of said Section 7; thence run S. 87°54'25"E. along the North line of said South 1/2 of the North 1/2 of the Northwest 1/4 a distance of 1970.80 feet to the Southwest corner of the East 1/2 of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 7; thence continue S. 87°54'25"E. 312.20 feet to a point 395.90 feet N. 35°31'40"W. from the Point of Beginning; thence run S. 30°41'40"E. 295.90 feet to the Point of Beginning.

Containing therein 59.0 acres more or less.

TOGETHER WITH

For a Point of Beginning begin at the Southwest corner of the Northeast 1/4 of Section 12, Township 23 South, Range 27 East, Orange County, Florida; said point being the Southwest corner of Butler Bay Unit Two as recorded in Plat Book 13, Pages 59 and 60 of the Public Records of Orange County, Florida; and said point also being a point on the Southerly right of way line of Park Avenue and the point of curvature of a curve concave Northwesterly and having a 800.00 foot radius; thence through the following courses and distances along said Southerly boundary of Butler Bay Unit Two; run Northeasterly 322.31 feet along the arc of said curve through a central angle of 23°05'02" to the point of tangency; thence N. 67°00'00"E. 189.52 feet to the point of curvature of a curve concave Southeasterly and having a 740.00 foot radius; thence Northeasterly 325.37 feet along the arc of said curve through a central angle of 25°17'07" to the point of tangency; thence S. 87°04'53"E. 656.69 feet to the point of curvature of a curve concave Northwesterly and having a 7651.33 foot radius; thence Easterly 199.29 feet along the arc of said curve through a central angle of 01°29'51" to the point of tangency; thence S. 89°12'45"E. 213.51 feet to a point on the Northerly right of way line of Metcalf Road as recorded in Official Record Book 1098, Page 150 of the Public Records of Orange County, Florida; thence leaving said Southerly boundary line run S. 63°00'20"W. 1659.42 feet along said right of way of Metcalf Road; thence S. 57°09'40"W. 60.00 feet; thence N. 63°00'20"E. 248.47 feet; thence leaving said Metcalf Road right of way line run S. 57°09'00"W. 220.62 feet; thence S. 69°02'00"W. 167.63 feet to the Southeast corner of a 30.00 foot wide road right of way as recorded in Official Record Book 1573, Page 427 of the Public Records of Orange County, Florida; thence along the boundary of said road right of way run N. 20°58'00"W. 30.00 feet; thence S. 55°02'00"W. 430.05 feet; thence S. 20°58'00"E. 30.00 feet; to the Southwest corner of said right of way; thence leaving said right of way run S. 69°02'00"W. 435.16 feet to the water's edge of Lake Butler; thence through the following courses and distances along the water's edge; run S. 51°02'40"W. 51.31 feet; thence S. 57°43'51"W. 164.27 feet; thence S. 69°45'21"W. 119.33 feet; thence N. 51°31'21"W. 148.23 feet; thence S. 72°45'49"W. 110.17 feet; thence S. 55°28'20"W. 126.77 feet; thence S. 18°16'45"W. 92.96 feet; thence S. 17°01'20"E. 93.63 feet; thence S. 26°44'50"E. 58.42 feet; thence S. 68°17'08"E. 122.29 feet; thence S. 51°53'10"E. 125.45 feet; thence S. 45°45'36"E. 128.97 feet; thence S. 33°33'27"E. 121.05 feet; thence S. 05°25'17"E. 133.05 feet; thence S. 51°17'01"W. 143.35 feet; thence S. 08°36'27"W. 107.42 feet; thence S. 15°11'16"W. 163.11 feet; thence S. 30°00'13"W. 113.72 feet; thence S. 15°17'30"W. 123.29 feet; thence S. 03°57'30"W. 98.60 feet; thence S. 65°12'46"E. 64.55 feet; thence N. 25°45'27"E. 60.89 feet; thence N. 66°27'49"E. 86.45 feet; thence leaving said water's edge run S. 25°27'24"W. 107.50 feet to the Northerly right of way line of West Lake Butler Road; thence along said Northerly right of way line run N. 25°47'16"W. 78.60 feet to the point of curvature of a curve concave Southeasterly and having a 470.88 foot

radius; thence Westerly 180.21 feet along the arc of said curve through a central angle of $21^{\circ}55'40''$ to the point of tangency; thence S. $14^{\circ}17'04''$ W. 196.23 feet to the point of curvature of a curve concave Northwesterly and having a 410.76 foot radius; thence Southwesterly 17.78 feet along the arc of said curve through a central angle of $42^{\circ}28'46''$ to a point on the West line of the East 1/2 of the Southwest 1/4 of said Section 12; thence leaving said Northerly right of way from a tangent bearing of S. $16^{\circ}45'50''$ W. run N. $01^{\circ}40'18''$ E. 2636.92 feet along said West line of the East 1/2 of the Southwest 1/4 of said Section 12 to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 12 and being a point on the Southerly right of way line of Lake Butler Blvd. and also being the Southwest corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence S. $89^{\circ}54'58''$ E. 1225.20 feet along the Southerly boundary of Lake Buynak to the Point of Beginning.

Containing therein 59.6027 acres; subject to easements and restrictions of record.

TOGETHER WITH

Butler Bay Unit Two, Plat Book 13, Pages 58-65

For a Point of Beginning, begin at the Southwest corner of the Northeast 1/4 of Section 12, Township 23 South, Range 27 East, Orange County, Florida; thence N. $61^{\circ}29'57''$ E. 1391.88 feet along the West line of said Northeast 1/4 also being the East boundary line of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 12; thence N. $26^{\circ}50'29''$ E. 468.57 feet; thence N. $32^{\circ}43'20''$ E. 474.20 feet to the waters edge of Lake Crescent; thence run along the waters edge through the following courses; thence S. $44^{\circ}24'53''$ E. 69.12 feet; thence S. $25^{\circ}25'38''$ E. 120.56 feet; thence S. $64^{\circ}00'10''$ E. 159.71 feet; thence S. $23^{\circ}50'01''$ E. 161.45 feet; thence N. $59^{\circ}24'34''$ E. 116.23 feet; thence S. $55^{\circ}36'31''$ E. 273.29 feet; thence S. $43^{\circ}15'56''$ E. 265.58 feet; thence S. $58^{\circ}50'14''$ E. 185.01 feet; thence S. $69^{\circ}45'37''$ E. 246.98 feet; thence S. $45^{\circ}41'50''$ E. 62.02 feet to a point on the center line of an existing canal also being the Northwesterly line of Lot 152 of Butler Bay Unit One as recorded in Plat Book 11, Pages 82, 93 and 94 of the Public Records of Orange County, Florida; thence S. $15^{\circ}59'40''$ E. 1019.84 feet along the Westerly line of said Butler Bay Unit One to a point on the Northerly right of way line of Park Avenue; thence S. $68^{\circ}00'20''$ W. 167.55 feet along said right of way line; thence N. $39^{\circ}12'45''$ W. 239.34 feet to the point of curvature of a curve concave Northwesterly and having a 7651.33 foot radius; thence Westerly 199.99 feet along the arc of said curve through a central angle of $01^{\circ}22'31''$ to the point of tangency; thence N. $87^{\circ}42'53''$ W. 656.69 feet to the point of curvature of a curve concave Southeasterly and having a 740.00 foot radius; thence Southwesterly 326.57 feet along the arc of said curve through a central angle of $25^{\circ}17'07''$ to the point of tangency; thence S. $67^{\circ}00'00''$ W. 158.82 feet to the point of curvature of a curve concave Northwesterly and having a 808.00 foot radius; thence Southwesterly 322.31 feet along the arc of said curve through a central angle of $23^{\circ}05'02''$ to the Point of Beginning.

Containing therein 63.2832 acres. Subject to easements and restrictions of record.

TOGETHER WITH

A parcel of land situate in Section 1 and 12, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

For a Point of Beginning begin at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 12, and said point being the Northeast corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence N. $85^{\circ}11'43''$ W. 1324.38 feet along the North boundary line of said Lake Buynak Estates and the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 12 to the Northwest corner of Lake Buynak Estates and said point also being the Easterly right of way line of McFinnon Road and a point on a curve concave Northwesterly and having a 118.10 foot radius; from a tangent bearing N. $43^{\circ}26'08''$ E. thence through the following courses and distances along said Easterly right of way run Northeasterly 86.07 feet along the arc of said curve through a central angle of $41^{\circ}45'22''$ to the point of tangency; thence N. $01^{\circ}40'49''$ E. 1226.66 feet to a point on the North line of said Section 12; thence N. $02^{\circ}19'14''$ E. 1200.00 feet; thence leaving said right of way line run S. $87^{\circ}46'46''$ E. 348.00 feet to a point of curvature of a curve concave Southeasterly and having a 411.67 foot radius; thence from a tangent bearing of N. $18^{\circ}30'00''$ E. run Northeasterly 961.54 feet along the arc of said curve through a central angle of $123^{\circ}51'52''$ to the point of tangency; thence S. $27^{\circ}37'08''$ E. 123.82 feet to the point of curvature of a curve concave Northeasterly

and having a 230.00 foot radius; thence Easterly 361.28 feet along the arc of said curve through a central angle of 90°00'00" to the point of a compound curve concave Northwesterly and having a 670.00 foot radius; thence Northeasterly 200.00 feet along the arc of said curve through a central angle of 24°22'52" to a point; thence from a tangent bearing of N. 38°00'00"E run S. 52°00'00"E. 400.00 feet to the waters edge of Lake Crescent also being at a contour elevation of 102.8 feet (Orange County Datum); thence along the waters edge and the 102.8 foot contour elevation through the following courses and distances run thence S. 29°42'44"W. 140.00 feet; thence S. 70°24'15" W. 61.02 feet; thence N. 87°43'55" W. 72.88 feet; thence S. 34°06'48" W. 134.69 feet; thence S. 25°28'52"E. 98.65 feet; thence S. 75°34'55"E. 146.75 feet; thence S. 10°33'52" E. 201.96 feet; thence S. 04°10'28"W. 207.24 feet; thence S. 23°03'37" W. 80.98 feet; thence S. 31°31'13"W. 235.66 feet; thence S. 56°34'41" W. 170.83 feet; thence S. 25°38'35"W. 127.58 feet; thence S. 18°40'49"E. 131.74 feet; thence S. 70°43'14" E. 98.57 feet; thence S. 31°11'24" E. 97.03 feet; thence leaving said waters edge and 102.8 contour elevation run S. 32°42'29" W. 18.00 feet to the Northwest corner of Lot 123 of Butler Bay Unit Two as recorded in Plat Book 13, Pages 59 and 60 of the Public Records of Orange County, Florida; thence continue S. 22°43'29" W. 474.20 feet along the Northwesterly boundary line of said Butler Bay Unit Two; thence continue along said Butler Bay Unit Two boundary. S. 28°50'29"W. 463.57 feet to the Point of Beginning.

Containing therein 99.559 acres. Subject to encumbrance and restrictions of record.

TOGETHER WITH

A parcel of land situate in Section 1, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 12, and said point being on the Northeast corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence N. 89°11'43"W. 1324.38 feet along the North boundary line of said Lake Buynak Estates and the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 12 to the Northwest corner of Lake Buynak Estates and said point also being the Easterly right of way line of McKinnon Road and a point on a curve concave Northwesterly and having a 118.10 foot radius; from a tangent bearing of N. 43°28'06"E. thence through the following courses and distances along said Easterly right of way, run Northeasterly 86.07 feet along the arc of said curve through a central angle of 41°45'26" to the point of tangency; thence N. 01°49'40"E. 1230.06 feet to a point on the North line of said Section 12; thence N. 03°19'14"E. 1200.00 feet for a Point of Beginning; thence continue along said right of way line run N. 02°19'14"E. 688.76 feet to the point of curvature of a curve concave Southeasterly and having a 367.99 foot radius; thence Northeasterly 264.02 feet along the arc of said curve through a central angle of 41°05'29" to the point of tangency; thence N. 43°25'43"E. 207.55 feet to the point of curvature of a curve concave Southeasterly and having a 318.57 foot radius; thence Northeasterly 266.58 feet along the arc of said curve through a central angle of 40°58'46" to the point of tangency; thence S. 88°37'31"E. 1035.50 feet to the point of curvature of a curve concave Northwesterly and having a 1187.00 foot radius; thence Northeasterly 341.29 feet along the arc of said curve through a central angle of 16°28'26" to point on said curve; thence leaving said right of way line from a tangent bearing of N. 74°54'03"E. run S. 01°45'55"W. 7.01 feet to the North line of the Southeast 1/4 of Section 1, Township 23 South, Range 27 East, Orange County, Florida; thence S. 88°12'22"E. 888.22 feet along said North line of the Southeast 1/4 to the waters edge of Lake Crescent also being a contour elevation of 102.8 feet (Orange County Datum); thence along the waters edge and the 102.8 foot contour elevation through the following courses and distances: run thence S. 19°51'19"W. 36.96 feet; thence run S. 00°41'46"W. 170.12 feet; thence S. 33°44'53"W. 177.61 feet; thence S. 68°42'40"W. 170.04 feet; thence S. 14°25'00"W. 125.17 feet; thence S. 28°30'13"W. 93.71 feet; thence S. 38°50'41"W. 151.85 feet; thence S. 18°21'54"W. 148.87 feet; thence S. 02°44'18"W. 143.88 feet; thence S. 13°25'44"W. 154.56 feet; thence S. 42°35'14"W. 123.92 feet; thence S. 50°10'14"W. 176.43 feet; thence S. 30°19'51"W. 106.47 feet; thence S. 29°49'44"W. 92.07 feet; thence leaving said waters edge and 102.8 contour elevation run N. 32°06'00"W. 400.00 feet to a point on a curve concave Northwesterly and having a 470.00 foot radius thence from a tangent bearing of N. 38°00'00"E. run Southwesterly 200.00 feet along the arc of said curve through a central angle of 24°22'52" to the point of a compound curve concave Northwesterly and having a radius of 230.00 feet; thence Northwesterly 361.28 feet along the arc of said curve through a central

angle of 96°00'00" to the point of tangency; thence N.37°37'03"W, 129.33 feet to the point of curvature of a curve concave Southerly and having a radius of 411.67 feet; thence Southwesterly 861.84 feet along the arc of said curve through a central angle of 133°52'52" to the point of tangency; thence from a tangent bearing of N.18°30'00"E, run N. 67°40'45" W, 340.00 feet to the Point of Beginning.

Containing therein 76.5968 acres;

Subject to easements and restrictions of record.

Note: The following section was prepared by others.

That part of the South 1/2 of Government Lot 2 lying North of McKinnon Road right of way (Less the East 758 feet thereof), Section 1, Township 23 South, Range 27 East, lying with the West 1/4 of the Northeast 1/4 of said Section 1

TOGETHER WITH

The Southeast 1/4 of the Northwest 1/4 of Section 1, Township 23 South, Range 27 East (Less McKinnon Road right of way over the Southerly portion thereof)

TOGETHER WITH

All that land lying Northwest of McKinnon Road in the East 1/2 of the Southwest 1/4 of Section 1, Township 23 South, Range 27 East.

Location: Between Lakes Robert, Crescent, Bynak and Butler
District #3

A public hearing was held and Planning & Development Director Tracy Watson reviewed additional recommendations submitted by the Development Review Committee under date of November 14, 1985, for this project. Mr. Watson reviewed the conditions of approval for Butler Bay.

Attorney Tom Ross, representing the developer, stated that the conditions of approval were acceptable. He discussed the requirements for maintenance of the reverse swales on the lakefront lots.

A short discussion followed regarding minimum one acre lots on south section of the project.

Attorney Tom Ross stated that the developer agreed to a minimum of one acre lots south of Lake Butler Boulevard.

The following people addressed the Board concerning the Butler Bay project:

1. Dave Riley, representing Lake Crescent Homeowners Association.
2. Attorney Lee Chotas, representing Mr. and Mrs. Hill.
3. Tracy Dent
4. J. B. Rogers, 3725 Lake Bynak Drive

Developer Emory Conway was present and answered questions concerning Lake Crescent.

The Board and staff discussed approval of the north portion and have the applicant withdraw the south portion (Lake Butler Cove), as that plan requires redesign, or add additional stipulations to provide for roadways and drainage.

Upon a motion by Commissioner Munson, seconded by Commissioner Carter and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board approved the Preliminary Subdivision Plan for Butler Bay.

subject to the following amended conditions:

1. Development in accordance with the Cluster approval conditions by the P&Z Commission on February 21, 1985, the Preliminary Subdivision Plan dated Received 6/8/85, the Subdivision Regulations, and the Zoning Resolution, unless herein waived. Preliminary Subdivision Plan approval automatically

expires on November 18, 1986, in accordance with Subdivision Regulations as amended.

2. Existing wetland vegetation along the shoreline of Lakes Butler, Crescent and Roberts shall be left in its natural state, except for the lake access as allowed by the Orange County Lakeshore Protection Ordinance. The boundary of shoreline wetland vegetation shall be flagged and surveyed and must be shown as a Conservation Easement on the construction plan and plat submittals with development rights dedicated to Orange County. Upon completion of flagging of this area, and prior to construction plan submittal, the applicant shall notify the Orange County Planning and Environmental Protection Departments so that a field verification can be performed. This restriction on vegetation clearing within the easement area shall be recorded in each deeded lot and a copy of such deed provided to the Orange County Planning Department at the time of plat approval. There shall be no fill below the 101' contour on Lake Butler.
3. The two lowland areas east of Lots 115 - 122 (Phase IV) shall be incorporated into the design of the project and must comply with the Mitigation Plan (dated received April 18, 1985); and the recommendations of the Conservation Area Analysis Report by Lonspeich and Associates (dated 2/7/85). After completion of the mitigation program, the applicant shall notify the Orange County Planning and Environmental Protection Departments so that field verification can be performed.
4. Development Plan for the Clubhouse and Tract F shall be processed through the Commercial Site Plan process.
5. The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities.
6. The applicant shall provide sidewalks in compliance with the Subdivision Regulations.
7. Lots 123 - 140 of Butler Bay, Unit Two, shall be vacated prior to plat approval.
8. Any building area containing muck shall be dewatered and replaced with suitable fill material prior to construction.
9. All lakefront lots, at time of platting, shall have a minimum lot width of 110' at the normal high water elevation.
10. A soil log will be required on each lot prior to issuance of septic tank permit.
11. The developer shall submit a Storm Water Management Plan in conformance with State Regulations for discharge into outstanding Florida waters.
12. Development rights to the Conservation Areas and golfcourse, except for the clubhouse and maintenance facility, shall be dedicated to Orange County.
13. The Lake Butler Cove Plan, to be submitted at a later date, shall have minimum one (1) acre size lots.
14. The drainage system shall not be designed to discharge stormwater into Lake Crescent which will result in a degradation of Lake Crescent water quality. Prior to construction of drainage system, background water quality shall be determined for Lake Crescent and used as a standard for determining water quality. The Developer shall provide to each property owner a copy of the recorded restrictions in order to prevent degradation of the water quality.

Public Works
Hovcraft,
Inc.
Test of
Boats
Lake Mason/
Taft
Retention
Pond

Upon a motion by Commissioner Barrell, seconded by Commissioner Marston and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board granted a temporary permit for a period of ninety (90) days for testing of boats by Hovcraft, Inc., at the Taft Retention Pond (Lake Mason) off Boggy Creek Road.

Appendix 6.H.iii.

2480274 ORANGE CO. FL.
12:46:29PM 03/05/86

DEVELOPER'S AGREEMENT

SR2737 1536

THIS AGREEMENT is made by and between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida ("Orange County") and WINDERMERE LAKES, LTD., a Florida limited partnership, 5401 Kirkman Road, Suite 600, Orlando, Florida 32819 ("Owner").

R E C I T A L S:

1. Owner owns certain real property located in the unincorporated area of Orange County (the "Property") more particularly described in Exhibit "A" attached hereto.
2. Owner applied to subdivide the Property.
3. On November 18, 1985, Orange County conducted a public hearing to consider Owner's request for Preliminary Subdivision Plan Approval for the Property.
4. Orange County has authority to regulate the subdividing of real property located in the unincorporated area of Orange County and has the authority to impose necessary conditions in connection with the review and approval of any such Preliminary Subdivision Plan.
5. At the public hearing on November 18, 1985, the Board of County Commissioners of Orange County adopted certain conditions of approval for the Preliminary Subdivision Plan for the Property based upon the Orange County Subdivision Regulations and based upon considerations relating to the area surrounding the Property, including without limitation, developments abutting the Property, water bodies abutting the Property and other circumstances affecting the Property.
6. The conditions of approval adopted by Orange County assure compliance with the Orange County Subdivision Regulations and assure compatibility of development on the Property with surrounding development and with the surrounding environment.
7. Orange County and Owner desire to memorialize the conditions of approval.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions stated below, Orange County and Owner agree as follows:

1. Recitals. The foregoing recitals are true and form a material part of this Agreement.
2. Conditions of Approval. The following conditions of approval apply to the Property and shall control all future development of the Property permitted by the Preliminary Subdivision Plan approval granted by Orange County on November 18, 1985 (unless said conditions of approval are amended or modified by Orange County): see Exhibit "A" attached.

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT THEIR MEETING

FEB 24 1986

Florida	Paid
Rec Fee	\$ 37.00
Doc Tax	
Int Tax	
Total	\$ 37.00

THOMAS E. LOPEZ
Orange County
Comptroller
By W. A. D.
Deputy Clerk

Return to Clerk to BCC - 5th Floor, County Administration Building - Beverly

3. Recording. The parties hereto agree that an executed copy of this Agreement shall be recorded at the Developer's expense in the Official Records of Orange County, Florida, prior to platting all or any part of the Property.

4. Letter from Orange County. Upon written request from the Owner, Orange County, or any successor agency or entity, will execute a document (the form of which is reasonably satisfactory to Owner) which evidences the status of compliance by Owner with the attached conditions of approval. Said document shall be prepared in recordable form and shall be delivered to Owner within ten (10) days of receipt by the County of the request for same.

5. Recording Modifications to Conditions of Approval. Any modifications to the Conditions of Approval referenced in Paragraph 2 above shall be recorded in the Public Records of Orange County, Florida.

6. Effective Date. This Agreement takes effect on the later of the dates stated below.

ORANGE COUNTY, FLORIDA

By: Bal. Haniel
Vice-Chairman, Board of County
Commissioners

DATE: FEB 24 1986

ATTEST: THOMAS H. LOCKER,
Clerk to Board of County
Commissioners

By: Mary D. Garrison
Deputy Clerk

WINDERMERE LAKES, LTD., a Florida
limited partnership

By: Raymond G. Conway
Raymond G. Conway
General Partner
(Corporate Seal)

DATE: January 31, 1986

ATTEST:

By: Emily P. Galloran
Secretary

OR3757-PS1537

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT S. HARRELL, VICE-Chairman of the Board of County Commissioners of Orange County, Florida, to me known to be the person described in and who executed the foregoing Developer's Agreement, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of FEBRUARY, 1986.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires November 4, 1989
Bonded Thru Brown & Brown, Inc.

Beverly L. Halloran
Notary Public

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Raymond G. Conway, General Partner of Windermere Lakes, Ltd. a Florida limited partnership, to me known to be the person described in and who executed the foregoing Developer's Agreement, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of JANUARY, 1986.

My Commission Expires:

Harben D. Fairbanks
Notary Public

Notary Public State of Florida at Large
My Commission expires April 19, 1986

OR3757 PG1538

into compliance with revised State Law and to remove inconsistencies and clarify portions of the existing ordinance.

Mr. Ray West, member of the E.A.R.V. Board, was present to answer questions from the Commissioners.

Upon a motion by Commissioner Carter, seconded by Commissioner Bartell and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board adopted an Ordinance to amend Article IV, as described above.

(Ordinance on file in the office of the Clerk to Board of County Commissioners).

Public
hearing
preliminary
subdivision
plan

Butler Bay

Notice was given that the Board of County Commissioners would hold a public hearing to consider the Preliminary Subdivision Plan for Butler Bay on the following described property:

That part of the Replat of Metcalf Park, as reported in Plat Book Q, Page 18, of the Public Records of Orange County, Florida; described as follows:

083757-31539

Begin on the Northern right of way line of Park Ave. and the Southeast corner of the Homeowners Park of Butler Bay Unit One, as recorded in Plat Book 11, Pages 92 through 94 of the Public Records of Orange County, Florida; thence leaving the Northernly right of line of Park Ave. run along the boundary line of said Butler Bay Unit One N.30°41'40"W. 395.96 feet; thence continue along said boundary line run N.87°54'26"W. 308.39 feet; thence leaving said boundary of Butler Bay Unit One run N.02°51'17"E. 655.01 feet; thence N.01°11'12"E. 1300.56 feet to the Southernly right of way line of Windermere Road; thence through the following courses and distances run along the Southernly right of way line of said Windermere Road: thence S.88°38'04"E. 44.92 feet; thence S.87°42'31"E. a distance of 519.40 feet to the point of curvature of a curve concave Southernly and having a radius of 573.31 feet with a central angle of 07°56'11"; thence Easterly along the arc of said curve 93.27 feet to the point of a reverse curve concave Northernly and having a radius of 849.98 feet with a central angle of 07°54'00"; thence Easterly along the arc of said curve 117.20 feet to the point of tangency; thence S.87°40'20"E. a distance of 2069.10 feet to a point on the Westerly right of way of the Seaboard Coast Line Railroad; thence leaving the South right of way of Windermere Road, run S.10°27'59"W. along said Westerly right of way 519.45 feet to the point of curvature of a curve concave Southeasternly and having a radius of 1,490.98 feet; thence Southwesterly 85.07 feet along the arc of said curve through a central angle of 03°15'09" to a point on said curve and also being the Northeast corner of an Orange County School Property as recorded in Official Record Book 1708, Pages 267 and 268 of the Public Records of Orange County, Florida; thence leaving said Seaboard Coast Line Railroad run along said school property boundary line through the following courses and distances; thence N.87°11'23"W. 570.56 feet (570.00 feet per deed); thence S.34°48'40"W. 400.00 feet; thence S. 28°40'17"E. 810.35 feet to the Southwest corner of said school property and said point being on the Northernly right of way of Park Ave.; thence through the following courses and distances run along said Northernly right of way line: thence S.60°38'17"W. 270.99 feet to the point of curvature of a curve concave Northernly and having a radius of 257.52 feet; thence Westerly 187.51 feet along the arc of said curve through a central angle of 41°44'33" to point of tangency; thence N.77°37'10"W. 207.60 feet to the point of curvature of a curve concave Southernly and having a radius of 853.51 feet; thence Westerly 641.87 feet along the arc of said curve through a central angle 43°04'30" to the point of tangency; thence S.59°13'30"W. 586.44 feet to the point of beginning.

Containing 103.556 acres.

Subject to Easements and Restrictions of Record.

(NOTE: Legal reflects peaceful occupation for Westerly property line).

EXHIBIT "A"

TOGETHER WITH

Commencing at the Northeast corner of the Northwest 1/4 of Section 7, Township 23 South, Range 28 East, Orange County, Florida, run thence S. 02°52'28"W. along the East line of said Northwest 1/4 907.60 feet to the Northerly right of way line of Park Avenue; thence run S. 59°18'20"W. 155.22 feet along said Northerly right of way line for the Point of Beginning at the point of curvature of a curve concave Northerly having a radius of 1583.37 feet and a central angle of 09° 13'00"; thence run Southwesterly along the arc of said curve 273.73 feet to the point of tangency; thence run S. 68°37'20"W. along said right of way line 2906.07 feet; thence S. 21°36'40"E. 10.00 feet; thence S. 58° 00'20"W. along said right of way line 235.00 feet to the centerline of an existing canal; thence leaving said Northerly right of way line, run N. 15°59'40"W. along said canal centerline 1055 feet more or less to the water edge of Lake Crescent; thence run Easterly along said waters edge 1080 feet more or less to the West line of said Section 7; thence run N. 02°52'28"E. along said West line 540 feet more or less to the Northwest corner of the South 1/2 of the North 1/2 of the Northwest 1/4 of said Section 7; thence run S. 87°54'26"E. along the North line of said South 1/2 of the North 1/2 of the Northwest 1/4 a distance of 1970.80 feet to the Southwest corner of the East 1/2 of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 7; thence continue S. 87°54'26"E. 312.23 feet to a point 395.90 feet N. 30°41'40"W. from the Point of Beginning; thence run S. 30°41'40"E. 355.90 feet to the Point of Beginning.

Containing therein 59.0 acres more or less.

ER3757 PD1540

TOGETHER WITH

For a Point of Beginning begin at the Southwest corner of the Northeast 1/4 of Section 11, Township 23 South, Range 27 East, Orange County, Florida; said point being the Southwest corner of Butler Bay Unit Two as recorded in Plat Book 13, Pages 59 and 60 of the Public Records of Orange County, Florida; and said point also being a point on the Southerly right of way line of Park Avenue and the point of curvature of a curve concave Northwesterly and having a 800.00 foot radius; thence through the following courses and distances along said Southerly boundary of Butler Bay Unit Two; run Northeasterly 322.31 feet along the arc of said curve through a central angle of 23°05'02" to the point of tangency; thence N. 67°00'00"E. 189.82 feet to the point of curvature of a curve concave Southeasterly and having a 740.00 foot radius; thence Northeasterly 326.57 feet along the arc of said curve through a central angle of 25°17'07" to the point of tangency; thence S. 87°42'53"E. 656.69 feet to the point of curvature of a curve concave Northwesterly and having a 7651.33 foot radius; thence Easterly 169.99 feet along the arc of said curve through a central angle of 01°29'51" to the point of tangency; thence S. 59°12'45"E. 213.51 feet to a point on the Northerly right of way line of Metcalf Road as recorded in Official Record Book 1098, Page 150 of the Public Records of Orange County, Florida; thence leaving said Southerly boundary line run S. 68°00'20"W. 1659.42 feet along said right of way of Metcalf Road; thence S. 21°59'40"W. 60.00 feet; thence N. 58°00'20"E. 243.47 feet; thence leaving said Metcalf Road right of way line run S. 57°49'00"W. 220.62 feet; thence S. 59°02'00"W. 167.53 feet to the Southeast corner of a 30.00 foot wide road right of way as recorded in Official Record Book 1573, Page 427 of the Public Records of Orange County, Florida; thence along the boundary of said road right of way run N. 20°58'00"W. 30.00 feet; thence S. 59°02'00"W. 430.08 feet; thence S. 20°58'00"E. 30.00 feet; to the Southwest corner of said right of way; thence leaving said right of way run S. 69°02'00"W. 435.16 feet to the waters edge of Lake Butler; thence through the following courses and distances along the waters edge: run S. 31°02' 40"W. 61.31 feet; thence S. 52°43'51"W. 164.27 feet; thence S. 62°45' 21"W. 119.33 feet; thence N. 81°31'31"W. 148.23 feet; thence S. 72°49' 49"W. 110.17 feet; thence S. 55°20'20"W. 126.77 feet; thence S. 19°15' 45"W. 92.96 feet; thence S. 17°11'20"E. 93.63 feet; thence S. 26°44'58"E. 58.42 feet; thence S. 68°17'08"E. 112.29 feet; thence S. 51°53'10"E. 126.45 feet; thence S. 45°46'35"E. 128.87 feet; thence S. 32°33'27"E. 124.06 feet; thence S. 05°35'17"E. 133.06 feet; thence S. 51°17'01"W. 143.30 feet; thence S. 08°36'27"W. 107.42 feet; thence S. 19°11'15"W. 163.11 feet; thence S. 20°00'13"W. 113.72 feet; thence S. 15°17'30"W. 123.39 feet; thence S. 08°57'30"W. 96.60 feet; thence S. 56°12'46"E. 64.55 feet; thence N. 45°48'27"E. 60.89 feet; thence N. 56°27'45"E. 66.45 feet; thence leaving said waters edge run S. 36°27'14"W. 107.50 feet to the Northerly right of way line of West Lake Butler Road; thence along said Northerly right of way line run N. 53°47'16"W. 78.60 feet to the point of

radius; thence Westerly 180.21 feet along the arc of said curve through a central angle of $21^{\circ}55'40''$ to the point of tangency; thence $S.74^{\circ}17'04''W.$ 196.23 feet to the point of curvature of a curve concave Northwesterly and having a 410.75 foot radius; thence Southwesterly 17.78 feet along the arc of said curve through a central angle of $82^{\circ}28'46''$ to a point on the West line of the East 1/2 of the Southwest 1/4 of said Section 12; thence leaving said Northerly right of way from a tangent bearing of $S.75^{\circ}45'50''W.$ run $N.01^{\circ}40'18''E.$ 2636.92 feet along said West line of the East 1/2 of the Southwest 1/4 of said Section 12 to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 12 and being a point on the Southerly right of way line of Lake Butler Blvd. and also being the Southwest corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence $S.89^{\circ}54'53''E.$ 1225.20 feet along the Southerly boundary of Lake Buynak to the Point of Beginning.

Containing therein 59.6027 acres; subject to easements and restrictions of record.

TOGETHER WITH

Butler Bay Unit Two, Plat Book 13, Pages 59-60

OR 8757 P 1541

For a Point of Beginning, begin at the Southwest corner of the Northeast 1/4 of Section 12, Township 23 South, Range 27 East, Orange County, Florida; thence $N.01^{\circ}39'57''E.$ 1291.88 feet along the West line of said Northeast 1/4 also being the East boundary line of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 12; thence $N.28^{\circ}50'29''E.$ 468.57 feet; thence $N.32^{\circ}43'23''E.$ 474.20 feet to the waters edge of Lake Crescent; thence run along the waters edge through the following courses; thence $S.44^{\circ}04'53''E.$ 89.12 feet; thence $S.29^{\circ}25'38''E.$ 120.56 feet; thence $S.64^{\circ}00'10''E.$ 159.71 feet; thence $S.23^{\circ}50'01''E.$ 161.45 feet; thence $N.82^{\circ}24'34''E.$ 120.23 feet; thence $S.55^{\circ}36'31''E.$ 273.80 feet; thence $S.43^{\circ}15'36''E.$ 265.56 feet; thence $S.58^{\circ}50'14''E.$ 185.01 feet; thence $S.89^{\circ}45'37''E.$ 246.99 feet; thence $S.45^{\circ}41'50''E.$ 52.02 feet to a point on the center line of an existing canal also being the Northwestern line of Lot 102 of Butler Bay Unit One as recorded in Plat Book 11, Pages 92, 93 and 94 of the Public Records of Orange County, Florida; thence $S.15^{\circ}59'40''E.$ 1010.54 feet along the Westerly line of said Butler Bay Unit One to a point on the Northerly right of way line of Park Avenue; thence $S.68^{\circ}00'20''W.$ 167.56 feet along said right of way line; thence $N.89^{\circ}12'45''W.$ 239.34 feet to the point of curvature of a curve concave Northwesterly and having a 7551.33 foot radius; thence Westerly 199.89 feet along the arc of said curve through a central angle of $01^{\circ}29'51''$ to the point of tangency; thence $N.87^{\circ}42'53''W.$ 556.69 feet to the point of curvature of a curve concave Southeasterly and having a 740.00 foot radius; thence Southwesterly 126.57 feet along the arc of said curve through a central angle of $25^{\circ}17'07''$ to the point of tangency; thence $S.67^{\circ}00'00''W.$ 169.82 feet to the point of curvature of a curve concave Northwesterly and having a 800.00 foot radius; thence Southwesterly 322.21 feet along the arc of said curve through a central angle of $23^{\circ}05'02''$ to the Point of Beginning; Containing therein 52.2822 acres. Subject to easements and restrictions of record.

TOGETHER WITH

A parcel of land situate in Section 1 and 12, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

For a Point of Beginning begin at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 12, and said point being the Northeast corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence $N.89^{\circ}11'43''W.$ 1224.38 feet along the North boundary line of said Lake Buynak Estates and the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 12 to the Northwest corner of Lake Buynak Estates and said point also being the Easterly right of way line of McIlhannon Road and a point on a curve concave Northwesterly and having a 118.10 foot radius; from a tangent bearing $N.43^{\circ}25'06''E.$ thence through the following courses and distances along said Easterly right of way run Northeasterly 55.07 feet along the arc of said curve through a central angle of $41^{\circ}45'26''$ to the point of tangency; thence $N.01^{\circ}40'40''E.$ 1230.06 feet to a point on the North line of said Section 12; thence $N.02^{\circ}19'14''E.$ 1200.00 feet; thence leaving said right of way line run $S.97^{\circ}40'45''E.$ 340.00 feet to a point of curvature of a curve concave Southeasterly and having a 411.67 foot radius; thence from a tangent bearing of $N.18^{\circ}30'00''E.$ run Northeasterly 961.94 feet along the arc of said curve through a central angle of $133^{\circ}51'52''$ to the point of tangency; thence $S.27^{\circ}37'08''E.$ 129.82 feet to the point of curvature of a curve concave Northeasterly

and having a 230.00 foot radius; thence Easterly 361.28 feet along the arc of said curve through a central angle of $90^{\circ}00'00''$ to the point of a compound curve concave Northwesterly and having a 470.00 foot radius; thence Northeasterly 200.00 feet along the arc of said curve through a central angle of $24^{\circ}22'52''$ to a point; thence from a tangent bearing of N. $38^{\circ}00'00''$ E. run S. $52^{\circ}00'00''$ E. 400.00 feet to the waters edge of Lake Crescent also being at a contour elevation of 102.8 feet (Orange County Datum); thence along the waters edge and the 102.8 foot contour elevation through the following courses and distances run thence S. $29^{\circ}49'44''$ W. 140.00 feet; thence S. $70^{\circ}24'19''$ W. 61.02 feet; thence N. $87^{\circ}43'55''$ W. 72.38 feet; thence S. $74^{\circ}06'48''$ W. 134.62 feet; thence S. $25^{\circ}29'52''$ E. 99.65 feet; thence S. $75^{\circ}34'55''$ E. 146.75 feet; thence S. $11^{\circ}33'52''$ E. 201.96 feet; thence S. $04^{\circ}10'29''$ W. 107.24 feet; thence S. $23^{\circ}03'37''$ W. 89.96 feet; thence S. $21^{\circ}31'13''$ W. 235.66 feet; thence S. $56^{\circ}54'41''$ W. 170.83 feet; thence S. $25^{\circ}38'35''$ W. 127.58 feet; thence S. $15^{\circ}40'49''$ E. 131.74 feet; thence S. $70^{\circ}43'14''$ E. 98.57 feet; thence S. $31^{\circ}11'24''$ E. 97.03 feet; thence leaving said waters edge and 102.8 contour elevation run S. $32^{\circ}43'20''$ W. 18.00 feet to the Northwest corner of Lot 123 of Butler Bay Unit Two as recorded in Plat Book 13, Pages 53 and 50 of the Public Records of Orange County, Florida; thence continue S. $32^{\circ}43'20''$ W. 474.20 feet along the Northwesterly boundary line of said Butler Bay Unit Two; thence continue along said Butler Bay Unit Two boundary, S. $28^{\circ}50'29''$ W. 468.57 feet to the Point of Beginning.

Containing therein 99.559 acres. Subject to easement and restrictions of record.

TOGETHER WITH

A parcel of land situate in Section 1, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

882757 731542

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 12, and said point being on the Northeast corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence N. $89^{\circ}11'42''$ W. 1324.38 feet along the North boundary line of said Lake Buynak Estates and the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 12 to the Northwest corner of Lake Buynak Estates and said point also being the Easterly right of way line of McKinnon Road and a point on a curve concave Northwesterly and having a 118.10 foot radius; from a tangent bearing of N. $43^{\circ}25'06''$ E. thence through the following courses and distances along said Easterly right of way, run Northeasterly 86.07 feet along the arc of said curve through a central angle of $41^{\circ}45'25''$ to the point of tangency; thence N. $01^{\circ}40'40''$ E. 1230.05 feet to a point on the North line of said Section 12; thence N. $02^{\circ}19'14''$ E. 1200.00 feet for a Point of Beginning; thence continue along said right of way line run N. $02^{\circ}19'14''$ E. 823.76 feet to the point of curvature of a curve concave Southeasterly and having a 367.99 foot radius; thence Northeasterly 264.02 feet along the arc of said curve through a central angle of $41^{\circ}05'29''$ to the point of tangency; thence N. $43^{\circ}25'43''$ E. 207.55 feet to the point of curvature of a curve concave Southeasterly and having a 313.57 foot radius; thence Northeasterly 266.53 feet along the arc of said curve through a central angle of $40^{\circ}56'45''$ to the point of tangency; thence S. $83^{\circ}37'31''$ E. 1035.50 feet to the point of curvature of a curve concave Northwesterly and having a 1187.00 foot radius; thence Northeasterly 341.29 feet along the arc of said curve through a central angle of $15^{\circ}28'25''$ to point on said curve; thence leaving said right of way line from a tangent bearing of N. $74^{\circ}54'03''$ E. run S. $01^{\circ}45'55''$ W. 7.01 feet to the North line of the Southeast 1/4 of Section 1, Township 23 South, Range 27 East, Orange County, Florida; thence S. $88^{\circ}12'22''$ E. 898.22 feet along said North line of the Southeast 1/4 to the waters edge of Lake Crescent also being a contour elevation of 102.8 feet (Orange County Datum); thence along the waters edge and the 102.8 foot contour elevation through the following courses and distances; run thence S. $18^{\circ}51'19''$ W. 36.96 feet; thence run S. $00^{\circ}41'46''$ W. 170.19 feet; thence S. $33^{\circ}44'53''$ W. 177.61 feet; thence S. $38^{\circ}42'40''$ W. 170.04 feet; thence S. $14^{\circ}25'00''$ W. 125.17 feet; thence S. $21^{\circ}30'13''$ W. 93.72 feet; thence S. $38^{\circ}50'41''$ W. 131.86 feet; thence S. $15^{\circ}21'54''$ W. 148.87 feet; thence S. $03^{\circ}44'18''$ W. 143.86 feet; thence S. $17^{\circ}25'44''$ W. 154.86 feet; thence S. $48^{\circ}35'14''$ W. 193.92 feet; thence S. $50^{\circ}10'14''$ W. 175.73 feet; thence S. $26^{\circ}19'51''$ W. 105.47 feet; thence S. $29^{\circ}49'44''$ W. 92.07 feet; thence leaving said waters edge and 102.8 contour elevation run N. $52^{\circ}00'00''$ W. 400.00 feet to a point on a curve concave Northwesterly and having a 470.00 foot radius thence from a tangent bearing of N. 38°

angle of 90°33'00" to the point of tangency; thence N.17°37'55"W. 129.82 feet to the point of curvature of a curve concave Southerly and having a radius of 411.67 feet; thence Southwesterly 961.94 feet along the arc of said curve through a central angle of 133°52'52" to the point of tangency; thence from a tangent bearing of N.18°30'00"E. run N. 87°40'45" W. 340.00 feet to the Point of Beginning.

Containing therein 76.5969 acres;

Subject to easements and restrictions of record.

Note: The following section was prepared by others.

That part of the South 1/2 of Government Lot 2 lying North of McKinnon Road right of way (Less the East 758 feet thereof). Section 1, Township 23 South, Range 27 East, lying with the West 1/4 of the Northeast 1/4 of said Section 1

TOGETHER WITH

The Southeast 1/4 of the Northwest 1/4 of Section 1, Township 23 South, Range 27 East (Less McKinnon Road right of way over the Southerly portion thereof)

TOGETHER WITH

All that land lying Northwesterly of McKinnon Road in the East 1/2 of the Southwest 1/4 of Section 1, Township 23 South, Range 27 East.

Location: Between Lakes Robert, Crescent, Synak and Butler
District #3

A public hearing was held and Planning & Development Director Tracy Watson reviewed additional recommendations submitted by the Development Review Committee under date of November 14, 1985, for this project. Mr. Watson reviewed the conditions of approval for Butler Bay.

Attorney Tom Ross, representing the developer, stated that the conditions of approval were acceptable. He discussed the requirements for maintenance of the reverse swales on the lakefront lots.

A short discussion followed regarding minimum one acre lots on south section of the project.

UR3757 PG1543

Attorney Tom Ross stated that the developer agreed to a minimum of one acre lots south of Lake Butler Boulevard.

The following people addressed the Board concerning the Butler Bay project:

1. Dave Riley, representing Lake Crescent Homeowners Association.
2. Attorney Lee Chotas, representing Mr. and Mrs. Hill.
3. Tracy Dent
4. J. B. Rogers, 3725 Lake Synak Drive

Developer Emory Conway was present and answered questions concerning Lake Crescent.

The Board and staff discussed approval of the north portion and have the applicant withdraw the south portion (Lake Butler Cove), as that plan requires redesign, or add additional stipulations to provide for roadways and drainage.

Upon a motion by Commissioner Marston, seconded by Commissioner Carter and carried, with all present Commissioners voting AYE. Commissioner Treadway was absent, the Board approved the Preliminary Subdivision Plan for Butler Bay, subject to the following amended conditions:

1. Development in accordance with the Cluster approval conditions by the P&Z Commission on February 21, 1985, the Preliminary Subdivision Plan dated Received 8/9/85, the Subdivision Regulations, and the Zoning Resolution, unless herein waived. Preliminary Subdivision Plan approval automatically

Since this page
Bay Prel. S/D
ons of approval.
ion #14 reworded--

ED PAGE

27 15, 1985

Page

5. in accordance with Subdivision Regulations
as amended.

2. Existing wetland vegetation along the shoreline of Lakes Butler, Crescent and Roberts shall be left in its natural state, except for the lake access as allowed by the Orange County Lakeshore Protection Ordinance. The boundary of shoreline wetland vegetation shall be flagged and surveyed and must be shown as a Conservation Easement on the construction plan and plat submittals with development rights dedicated to Orange County. Upon completion of flagging of this area, and prior to construction plan submittal, the applicant shall notify the Orange County Planning and Environmental Protection Departments so that a field verification can be performed. This restriction on vegetation clearing within the easement area shall be recorded in each deeded lot and a copy of such deed provided to the Orange County Planning Department at the time of plat approval. There shall be no fill below the 101' contour on Lake Butler.
3. The two lowland areas east of Lots 116 - 122 (Phase IV) shall be incorporated into the design of the project and must comply with the Mitigation Plan (dated received April 19, 1985), and the recommendations of the Conservation Area Analysis Report by Lotspeich and Associates (dated 2/7/85). After completion of the mitigation program, the applicant shall notify the Orange County Planning and Environmental Protection Departments so that field verification can be performed.
4. Development Plan for the Clubhouse and Tract F shall be processed through the Commercial Site Plan process.
5. The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities.
6. The applicant shall provide sidewalks in compliance with the Subdivision Regulations.
7. Lots 123 - 140 of Butler Bay, Unit Two, shall be vacated prior to plat approval.
8. Any building area containing stucco shall be demucked and replaced with suitable fill material prior to construction.
9. All lakefront lots, at time of platting, shall have a minimum lot width of 110' at the normal high water elevation.
10. A soil log will be required on each lot prior to issuance of septic tank permit.
11. The developer shall submit a Storm Water Management Plan in conformance with State Regulations for discharge into outstanding Florida waters.
12. Development rights to the Conservation Areas and golfcourse, except for the clubhouse and maintenance facility, shall be dedicated to Orange County.
13. The Lake Butler Cove Plan, to be submitted at a later date, shall have minimum one (1) acre size lots.
14. The drainage system shall not be designed to discharge stormwater into Lake Crescent which will result in a degradation of Lake Crescent water quality. Prior to construction of drainage system, background water quality shall be determined for Lake Crescent and used as a standard for determining water quality. The Developer shall provide to each property owner a copy of the recorded restrictions in order to prevent degradation of the water quality.

Public Works
Hovercraft,
Inc.

Test of

Boats

Lake Mason/
Taft
Retention
Pond

Upon a motion by Commissioner Harrell, seconded by Commissioner Marston and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board granted a temporary permit for a period of ninety (90) days for testing of boats by Hovercraft, Inc., at the Taft Retention Pond (Lake Mason) off Boggy Creek Road.

RECEIVED
Shirley A. Lohr
County Development Director

DEC 9 1985

November 15, 1985

PUBLIC WORKS & Page
DEVELOPMENT DIRECTOR

00021

Appendix 6.H.iv.

RESOLUTION VACATING AND ANNULING PLAT

WHEREAS, pursuant to the provision of Florida Statutes, Section 177.101 (4),
a petition has been filed by Ray Conway

to vacate and annul a portion of a recorded plat, to wit: 2567961 ORANGE CO. FL.
18:19:40AM 07/27/86

Legal Description (See Exhibit "A" Attached)

OR3808 P62059

WHEREAS, the Petitioners own the fee simple title to the above-described
lands; and

WHEREAS, a Notice of Application for such vacating of said Plat was given
by legal notice, published in the Orlando Sentinel, a newspaper of general circulation
published in Orlando, Florida, and in the County in which the Plat is located, in not
less than two (2) weekly issues as provided by Florida Statutes, Section 177.101 (4),
as shown by Proof of Publication attached to the Petition; and

WHEREAS, all State and County taxes for 1985, have been paid as shown
by the Certifications of the Tax Collector of Orange County, Florida, attached to
said Petition; and

WHEREAS, the tract to be vacated is not within the corporate limits of any
incorporated city or town; and

WHEREAS, the plat vacation will not affect the ownership or right of convenient
access of other persons owning other parts of the subdivision and;

WHEREAS, no person or persons have appeared in opposition to the granting
of said Petition; and

WHEREAS, the Board of County Commissioners finds that said Petition and
supporting documents are in accordance with the requirements of Florida Statutes,
Section 177.101, and the applicable provisions of the Orange County Code;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners
of Orange County, Florida that the release sought by said Petition with respect
to the following described property be and the same is hereby granted:

Legal Description (See Exhibit "A" Attached)

and

RESOLVED FURTHER, that the aforescribed portion of the Plat
is hereby vacated and annulled and the streets and alleys in said Plat be and the

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING

JUL 21 1986

Florida	Paid	THOMAS H. LOCKER,
Rec Fee	<u>13.00</u>	Orange County
Doc Tax		Comptroller
Int Tax		By <u>[Signature]</u>
Total	<u>13.00</u>	Deputy Clerk

413.00

RETURN TO CLERKS OFFICE - D.C.C. - 5TH FLOOR, CO. ADMIN BLDG. - ROY

some are hereby vacated and abandoned, and the County renounces any rights in said streets and alleys and said property is hereby returned to acreage for the purpose of taxation.

RESOLVED FURTHER, that a certified copy of this Resolution be filed with the Clerk of the Circuit Court of Orange County, Florida and duly recorded among the Public Records of Orange County, Florida.

BOARD OF ORANGE COUNTY COMMISSIONERS

Gerry Sherman
Chairman

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution vacating a portion of the Plat of Butler Bay ^{Unit Two} adopted by the Board of County Commissioners of Orange County, Florida, on the 21st day of

July,
19 86

WITNESS my hand and official seal this 23rd day of July,
19 86, at Orlando, Florida.

THOMAS H. LOCKER, Clerk
Board of County Commissioners

BY Mary J. Garrison
Deputy Clerk



OR3808 PE2059

DRMAP #84-392
November 11, 1985
Petition to Vacate Plat

Legal Description

EXHIBIT "A"

That part of "Butler Bay - Unit Two" as recorded in Plat Book 13, Pages 59 and 60 of the Public Records of Orange County, Florida more particularly described as follows:

All of Lots 123 through 140 inclusive and all of "Marabou Court" and that part of "Butler Bay Drive North" lying adjacent to and contiguous with Lot 123, being 60.00 feet in width, as shown on said plat of Butler Bay - Unit Two

Subject to:

The landscape, wall, sign area and sidewalk easement along the South line of Lots 132 through 135 as shown on said plat

Subject to:

That 15.00 foot drainage easement along the East line of Lot 133 and the West line of Lot 134 as shown on said plat

Subject to:

That 18.00 foot drainage easement along the North line of Lot 136 and the South line of Lot 137 as shown on said plat.

and subject to that 20.00 foot American Telephone and Telegraph easement as recorded in Official Record Book 1598, Pages 687 and 688 of the Public Records of Orange County, Florida.

All of the above as shown on the attached "sketch of description" made a part of and attached to this description.

OR3808 PG2060

RECORDED & RETURNED
John H. Lohr
County Commissioner, Orange Co., FL

Appendix 6.H.v.

Appendix 6.H.vi.

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING
APR 2 1990

RESOLUTION VACATING AND ANNULING PLAT

WHEREAS, pursuant to the provisions of Florida Statutes,
Section 177.101(4), a Petition has been filed by Warren
Stanchina, President of South Golf Company, Ltd., and C. Philip
Wallis, President of Westco Development Inc., to vacate and annul
a portion of a recorded plat, to wit:

3489381 ORANGE CO. FL.
67-18-40AK 64/10/90
DR 4173 PG 3662

Lots 8, 9 and 10, Butler Bay, Unit Three, as Recorded in Plat
Book 18, Pages 4-9 of The Public Records of Orange County,
Florida.

and:

Tract B, Butler Bay, Unit Three, as Recorded in Plat Book 18,
Pages 4-9, of The Public Records of Orange County, Florida.

All of the aforesaid property being a portion of Section 1 and
12, Township 23 South, Range 27 East, Orange County, Florida.

WHEREAS, the Petitioners own the fee simple title to the
above described lands; and

WHEREAS, a Notice of Application for such vacating of said
Plat was given by legal notice, published in the Orlando
Sentinel, a newspaper of general circulation published in
Orlando, Florida, and in the County in which the Plat is located,
in not less than two (2) weekly issues as provided by Florida
Statutes, Section 177.101(4), as shown by Proof of Publication
attached to the Petition; and

WHEREAS, all State and County taxes for 1990, have been paid
as shown by the Certifications of the Tax Collector of Orange
County, Florida, attached to said Petition; and

WHEREAS, the tract to be vacated is not within the corporate
limits of any incorporated city or town; and

WHEREAS, the plat vacation will not affect the ownership or
rights of convenient access of other persons owning other parts
of the subdivision; and

Rec Fee \$ 9.00 MARTHA O. HAYNE,
Add Fee \$ 1.50 Orange County
Doc Tax \$ — Comptroller
Int Tax \$ — By RH
Total \$ 10.50 Deputy Clerk

000224

WHEREAS, no person or persons have appeared in opposition to the granting of said Petition; and

WHEREAS, the Board of County Commissioners finds that said Petition and supporting documents are in accordance with the requirements of Florida Statutes, Section 177.101, and the applicable provisions of the Orange County Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Orange County, Florida, that the release sought by said petition with respect to the following described property be and the same is hereby granted:

Lots 8, 9 and 10, Butler Bay, Unit Three, as Recorded in Plat Book 18, Pages 4-9 of the Public Records of Orange County, Florida.

and:

Tract B, Butler Bay, Unit Three, as Recorded in Plat Book 18, Pages 4-9, of the Public Records of Orange County, Florida. All of the aforesaid property being a portion of Section 1 and 12, Township 23 South, Range 27 East, Orange County, Florida.

and

RESOLVED FURTHER, that the aforesaid portion of the above referenced plat is hereby vacated and annulled and the streets and alleys in said Plat be and the same are hereby vacated and abandoned, and the County renounces any rights in said streets and alleys and said property is hereby returned to acreage for the purpose of taxation.

RESOLVED FURTHER, that a certified copy of this Resolution be filed with the Clerk of the Circuit Court of Orange County, Florida, and duly recorded among the Public Records of Orange County, Florida.

DR4173PG3663

BOARD OF COUNTY COMMISSIONERS
OF ORANGE COUNTY, FLORIDA



RECORDED & RETURNED
Matthew E. Egan
County Comptroller, Orange Co., FL

By: Bill Donagan

VICE CHAIRMAN

000225

Appendix 6.H.vii.

Sec. 34-70. - Action by the board of county commissioners.

The board of county commissioners shall approve, approve subject to conditions, or disapprove the preliminary subdivision plan. In disapproving any preliminary subdivision plan, the board of county commissioners shall provide reasons for such action.

(Ord. No. 91-29, § 2(Exh. A), 12-10-91; Ord. No. 94-4, § 1(Exh. A), 2-8-94; Ord. No. 2000-14, § 1, 6-27-00)

Appendix 6.H.viii.

Sec. 34-74. - Amendment to preliminary subdivision plan.

- (a) Submittal and review of request. A request for an amendment to an approved PSP shall be submitted and reviewed in accordance with the provisions of sections 34-67, 34-68 and 34-69.
- (b) The DRC shall determine whether the amendment is a substantial or nonsubstantial amendment to the PSP based upon the scope, nature, density/intensity and location of the amendment within the PSP.
 - (1) A nonsubstantial amendment shall be reviewed and approved by the DRC.
 - (2) A substantial amendment shall be processed, noticed and scheduled for hearing in accordance with the provisions of sections 34-68 and 34-69.
- (c) If an applicant contests the DRC determination that a proposed amendment is a substantial change, the amendment shall be processed as a substantial amendment as set forth in subsection (b)(2) above; however, the applicant may present evidence at the public hearing as to why the amendment should be considered nonsubstantial.
- (d) At the conclusion of the hearing on a substantial amendment, the board of county commissioners shall approve, approve with conditions or disapprove the amendment to the PSP. In disapproving the amendment to the PSP, the board of county commissioners shall provide reasons for such action. In those situations when the applicant has contested the DRC finding that an amendment is substantial, the board of county commissioners shall also make a finding based on the evidence presented at the hearing whether the proposed amendment is substantial or nonsubstantial.

(Ord. No. 94-4, § 1(Exh. A), 2-8-94; Ord. No. 2000-14, § 1, 6-27-00)

Appendix 6.H.ix.

Sec. 34-155. - Public sites and open spaces.

- (a) *Open spaces.* Developers may include private parks and recreation areas in subdivisions provided that: (i) the proposed areas are clearly designated as "tracts" on the plat; (ii) the proposed area is adequate for the intended purpose; and (iii) assurance is given in the form of subdivision deed restrictions or covenants, conditions and restrictions that they will be adequately maintained. Private parks and recreation areas shall be identified on the plat as common areas for the owners of property within the subdivision. A mandatory homeowners' association shall own and maintain the facilities. For parks or recreation areas over fifty (50) acres in size, the applicant may petition the county to own, operate and maintain the park or recreation area for public use.
- (b) *Public school sites.* In proposed subdivisions as defined in subparagraph (1) below, public school sites shall be designated on the preliminary plan prior to acceptance of such plan. Where reservation of school sites is determined, an executed deed or the required reservation and maintenance agreement, as noted in subparagraph (2), shall be approved by the board of county commissioners.
- (1) Multiplier of students per dwelling unit. The school age population shall be determined based on the following rate:

Single-Family	0.431
Multifamily	0.259
Mobile Home	0.287

- a. *Public elementary school sites.* One (1) public elementary school site shall be reserved to the Orange County School Board if fifty (50) percent of the projected school-age population will be between three hundred seventy-five (375) and seven hundred fifty (750) inclusive. Thereafter, one (1) additional public elementary school site shall be reserved for the school board for each bracket or partial bracket of seven hundred fifty (750) students.
- b. *Public middle school sites.* One (1) public middle school site shall be reserved for the school board if twenty-three (23) percent of the projected school-age population will be between six hundred fifty (650) and one thousand three hundred (1,300) inclusive. Thereafter, one (1) additional public middle school site shall be provided to the school board for each bracket or partial bracket of one thousand three hundred (1,300) students.
- c. *Public senior high school sites.* One (1) public senior high school site shall be reserved to the school board if twenty-seven (27) percent of the projected school-age population will be between one thousand three hundred (1,300) and two thousand six hundred (2,600) inclusive. Thereafter, one (1) additional public senior high school site shall be provided to the school board for each bracket or partial bracket of two thousand six hundred (2,600) students.
- d. *School site sizes and location.* School site sizes shall be a minimum of fifteen (15) acres for elementary school sites, twenty-five (25) acres for middle school sites, twenty (20) acres for free-standing ninth grade centers, and sixty-five (65) acres for high school sites.

School site locations shall comply with the requirements of sections 38-1753 through 38-1755 of the Orange County Code regarding school site guidelines and criteria.

Prior to platting the first section of the subdivision, the owner/developer shall submit copies of the following to the board of county commissioners:

- a. An agreement between the owner/developer and the school board which "reserves" the school site until certificates of occupancy for seventy-five (75) percent of the approved lots in the subdivision which generated the reservation are issued. Such agreement shall set forth the maintenance and ownership responsibilities during the reservation period and stipulate an agreed-upon price for the purchase of such site or outline the methodology for the establishment of a "fair market price" should the school board choose to purchase.
- b. The owner/developer shall provide a schematic development plan for the use of the property designated for a school site in the event the property is not used for school-related development.

- (3) After approval by the board of county commissioners, reservation of land for public school sites shall be made by noting on the plat "reserved" for public school site, subject to planned construction by the school board.

(Ord. No. 91-29, § 2(Exh. A), 12-10-91; Ord. No. 92-28, § 3.09, 9-22-92; Ord. No. 92-42, § 14, 12-15-92; Ord. No. 94-4, § 1(Exh. A), 2-8-94; Ord. No. 2000-14, § 1, 6-27-00; Ord. No. 2011-05, § 3, 6-7-11)

Appendix 6.H.x.

Florida Paid THOMAS H. LOCKER,
 Rec Fee \$ 1.00 County Clerk
 Doc Tax \$ — Commissioner
 Int Tax \$ — Deputy Clerk
 Total \$ 1.00

256761 ORANGE CO. FL.
 03-41-43PM 07/25/66

DECLARATION OF COVENANTS CONDITIONS
 AND RESTRICTIONS FOR BUTLER BAY UNIT THREE

DR3808 FC1478

WHEREAS, Windermere Lakes, Ltd. and Lake Butler Estates, Ltd. (collectively the "Declarant") are the owners of certain real property located in Orange County, Florida, which property is more fully described on the attached Exhibit "A" (the "Property"); and

WHEREAS, the Property is a portion of the "Additional Property" described in previously recorded covenants and Restrictions for Lake Butler Estates and Butler Bay, which covenants and restrictions are recorded in O.R. Book 3182, page 2532; O.R. Book 3183, Page 2035; O.R. Book 3325, Page 2260; O.R. Book 3360, page 1772; O.R. Book 3454, Page 1086; O.R. Book 3474, Page 798; O.R. Book 3664, page 1467; O.R. Book 3670, Page 48; all in the Public Records of Orange County, Florida; and

NOW, THEREFORE, in order to maintain the quality of the Butler Bay subdivision and the atmosphere of the community, the Property described herein shall be held, sold and conveyed subject to the following restrictions, which are for the purpose of protecting the value and desirability of and which shall run with the Property and shall be binding on all parties having any right, title or interest in the subdivisions or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to Butler Bay Association, Inc. a Florida corporation not for profit, its successors and assigns.

Section 2. "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties intended to be devoted to the common use and enjoyment of the owners of the Properties, all real property including the improvements thereon owned by the Association for the common use and enjoyment of the Owners, and any Lot or parcel of land subsequently deeded by the Declarant to the Association for use by the Members.

Section 3. "Declarant" shall mean and refer to Windermere Lakes, Ltd., a Florida Limited Partnership,** successors and assigns if such successors or assigns should acquire any part of the undeveloped Properties for the purpose of development and shall have received an assignment of Declarant's rights with respect to such real estate.

Section 4. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map of the Properties with the exception of any Common Area unless made subject to this Declaration in accordance with the provisions of Article II.

Section 5. "Member" shall mean and refer to every Owner of a Lot.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

** and Lake Butler Estates, Ltd., a Florida limited partnership, and their

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97.000

Section 7. "Properties" shall mean and refer to the Subdivision, as hereinafter defined, together with such additions thereto as may hereafter be made subject to this Declaration by any subsequent Supplemental Declaration filed in accordance with the provisions of Article II.

Section 8. "Subdivision" shall mean and refer to Butler Bay Unit Three, according to the plat thereof as recorded in Plat Book 18, Pages 4-9, of the Public Records of Orange County, Florida.

ARTICLE II.

ADDITIONS TO PROPERTIES

Section 1. Additional land within the area described in that certain deed recorded in D. R. Book 3141, Page 293, of the Public Records of Orange County, Florida, may be annexed to the Properties by the Declarant without the consent of Members. The Declarant from time to time may, in its discretion, cause such additional lands and other lands owned by Declarant to become subject to this Declaration; but, under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, only the Subdivision described on page one of this Declaration shall be affected by or subject to this Declaration.

Section 2. The additions authorized under this Article II shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplemental Declaration may revoke, modify or add to the covenants established by this Declaration as may be necessary to reflect the different character, if any, of the added properties; provided, however, that no Supplemental Declaration shall revoke or diminish the rights of the Owners of the lots in Butler Bay, Unit Three to the utilization of the Common Area as established hereunder or revoke, substantially diminish or materially change the rights of an Owner of any lot within the Subdivision described in Article I Section 8 of this Declaration; however, a Supplemental Declaration may change the original and annual assessments set forth in Article V, Section 3, as to any additional land made subject to this Declaration.

Section 3. Additional land may also become subject to this Declaration upon a merger or consolidation of the Association with another association. Upon such a merger or consolidation as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established by a Supplemental Declaration upon any other properties as one scheme. No such merger or consolidation, however, shall revoke, diminish or change the rights of the Owners of the Lots in Butler Bay, Unit Three to the utilization of the Common Area except to grant the Owners of the properties being added the right to use the Common Area.

ARTICLE III.

PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against an Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Association rules and regulations;

(c) the right of the Association to borrow money for the purpose of improving the Common Area and in aid thereof, to mortgage the Common Area;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes; provided, written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken;

(e) the rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Area in a subdivision of the Properties in which such Member is not a resident. Common Area property belonging to the Association shall result in membership use entitlement, notwithstanding the particular subdivision of the Properties in which the Lot is acquired.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

Section 2. The Association shall have two classes of voting membership, as follows:

(a) Class A. Class A members shall be all those Owners as defined in Section 1 with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class B. Class B member shall be the Declarant. The Class B member shall be entitled to forty (40) votes for each Lot in which it holds the interest required for membership by Article IV, Section 1 hereof.

Section 3.. The Association shall have a class of non-voting membership (Class C) for those Owners in Butler Bay Unit Three, which membership shall relate solely to the construction, use, maintenance, repair and replacement of the private roads in Butler Bay Unit Three. In addition to the assessments provided for in Article V hereof, each Owner in Butler Bay Unit Three shall pay an assessment of four dollars (\$4.00) per front foot of Owner's lot (Road Assessment), which sum shall be reserved for repair and resurfacing of the private roads in Butler Bay Unit Three. These sums shall be held in an interest bearing escrow account by the Declarant or the Association and disbursed as required for repairs and maintenance pursuant to a "Developer's Agreement" to be entered into between Windermere Lakes, Ltd. and Orange County, a political subdivision of the State of Florida. To the extent that funds are not available for the resurfacing of the roads when necessary, there shall be an assessment of the Class C members for the additional amount required to resurface the roads. Thereafter, there shall be an assessment of the Class C members after every resurfacing for the then current cost per foot (times the number of front feet on each Owner's Lot) of repair and resurfacing of the private roads in the Unit in which the Owner's Lot is located, which assessment shall be held in escrow by the Association and disbursed when necessary for resurfacing and repairs. The assessments referred to herein shall be a lien upon the Lot(s) owned by a Class C Owner (at the time of such assessment) until paid. If the assessment referred to in this section is not paid, the Association shall have the rights and remedies set forth in Article V, Sections 7 and 8.

ARTICLE V.

COVENANT FOR ASSESSMENTS

Section 1. Except for the Declarant, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) an original assessment, (2) annual assessments or charges, and (3) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments shall be a lien upon the Lot(s) owned by an Owner (at the time of such assessment) until paid.

Section 2. The assessments levied by the Association (except for the assessment referred to in Article IV, Section 3 above) shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Area and of the homes situated upon the Properties, including, but not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Lighting, improvements and beautification of roads, access ways and easement areas; the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices; and costs of controlling and regulating traffic on the access ways;
- (c) Maintenance, improvements, and operation of drainage swales, easements and systems;

DR3608 PG 14

(d) Management, maintenance, improvement and beautification of parks, lakes, ponds, buffer strips, conservation areas and recreation areas and facilities;

(e) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the Association;

(f) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association;

(g) Doing any other thing necessary or desirable, in the judgment of said Association, to keep the Subdivision neat and attractive; to preserve and enhance the value of the properties therein; to eliminate fire, health, or safety hazards; or, that in the judgment of said Association, may be of general benefit to the owners or occupants of lands included in the Subdivision; and

(h) Repayment of funds and interest thereon borrowed by the Association.

Section 3. Original, Annual and Special Assessments.

(a) The original assessment shall be Three Hundred Fifty Dollars (\$350.00) per Lot. Declarant reserves the right to change the amount of the original assessment in subsequent Supplemental Declarations but only as to additions made to the properties.

(b) In addition to the above mentioned original assessment, there shall be an annual assessment payable in advance on January 1 of each year (except for the year of the initial purchase when it shall be prorated until the end of that year and paid at closing. The annual assessment shall be as set by the Board of Directors subject to the provisions of this Article V, but for the period ending December 31, 1986 shall not exceed Six Hundred Dollars (\$600.00) per Lot.

The Declarant, as the Class B Member, is hereby exempt from the payment of the original, annual or special assessments and from payment of the Road Assessment.

(c) In addition to the annual assessments authorized by Section 3(b) hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, or within or upon any storm water drainage and retention easement, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person or proxy at a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance which shall set forth the purpose of the meeting.

Section 4. The Association may change the basis and amount of the annual assessments provided that any such change shall have the assent of two-thirds (2/3) of the votes of all Members who are voting in person or by proxy, at a meeting duly called for that purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided further that the

limitations of Section 3 hereof shall not apply to any change in the basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3 hereof.

Section 5. The quorum required for any action or approvals authorized for Member consideration under Sections 3 and 4 hereof shall be as follows:

(a) At the first meeting called, as provided in Section 3 or Section 4 of this Article V, the presence at the meeting, in person or by proxy, of Members entitled to cast sixty (60) percent of all the votes of the membership entitled to vote thereon shall constitute a quorum.

(b) If the required quorum is not in attendance at the meeting, in person or by proxy, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than forty (40) days following the preceding meeting.

Section 6. The Association shall upon demand at any time furnish to any Owner liable for said assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. If any assessment is not paid on the date when due, then, and in such event, such assessment shall become delinquent. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law. Such assessment, together with such interest thereon and costs of collection thereof, including attorneys fees, whether or not judicial proceedings are commenced and including attorneys fees incurred in trial or appellate proceedings, shall become a continuing lien on the property (upon recording by the Association of a claim of lien in the Public Records of Orange County, Florida) which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property, or both. The personal obligation of the then Owner to pay such assessment, together with interest and such costs of collection, shall remain the personal obligation of such Owner for the applicable statutory period under the laws of the state of Florida and shall not pass to his successors in title unless expressly assumed by them. Provided, however, this shall in no way affect the validity or enforceability of a claim of lien previously recorded against the property.

Section 8. The lien of an assessment provided for in this Declaration shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lots subject to assessment. The subordination shall not relieve any such Lot or Owner from liability for any assessments now or hereafter due and payable.

Section 9. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created by this Declaration: (i) the Properties, to the extent of any easement or other interest therein dedicated and

accepted by the local public authority and devoted to public use;
(ii) all Common Areas as defined in Article I, Section 2 hereof;
(iii) all properties exempted from taxation by the laws of the
state of Florida upon the terms and to the extent of such legal
exemption; and (iv) the Properties owned by the Declarant and any
other land owned by the Declarant.

ARTICLE VI.

MAINTENANCE

Section 1. In addition to maintenance upon the Common Area, the Association shall have the right to provide maintenance and cleaning upon any vacant Lot (including a Lot experiencing construction activity), upon any improved Lot, or exterior maintenance on any structure on an improved Lot, subject, however, to the following provisions. Prior to performing any maintenance on a Lot or a structure, the Association shall determine that said property or Lot is in need of repair or maintenance and is detracting from the overall appearance of the Properties. Prior to commencement of any maintenance work on a Lot, the Association must furnish ten (10) days' written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made within a twenty (20) day period from the date of the notice, the Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Association shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs, maintenance or cleaning as is so specified in the above written notice. In this connection the Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, and to mow or cultivate such Lot and to keep such Lot free of litter and debris (including construction debris).

Section 2. The cost of such maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become a part of the maintenance assessment or charge to which such lot is subject under Article V hereof and, as part of such assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof, including but not limited to the right of the Association to record a lien against the Lot for the cost of maintenance along with any attorney's fees and costs and administrative fees and costs. Provided, the Board of Directors of the Association, when establishing the annual assessment against each Lot as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall thereafter make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

ARTICLE VII.

ARCHITECTURAL REVIEW BOARD

Section 1. The Association shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB". The ARB shall function as follows:

(a) The original composition of the ARB shall consist of three (3) persons who shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of

said Board; provided, however, that in its selection, the Board shall be obligated to appoint Declarant or its designated representative to such Board for so long as Declarant owns any membership; provided, however, that the ARB shall consist of at least three (3) members and not more than five (5) members. A quorum of the ARB shall be 2/3 of the members.

(b) The Declarant, in order to give guidelines to Owners concerning construction and maintenance of lots, has promulgated the Architectural Review Board Planning Criteria ("Planning Criteria") for the Subdivision. The Properties shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

(c) The ARB shall have the following duties and powers:

(1) To approve, in writing, prior to the commencement of construction, all buildings, fences, walls or other structures which shall be erected or maintained upon the Properties and to approve any exterior additions, changes or alterations thereto. For any of the above, the ARB shall be furnished plans and specifications showing the nature, time of construction, shape, color, height, materials and location of the same and shall approve the harmony of the external design and location of the same and shall approve the harmony of the external design and location in relation to surrounding structures and topography;

(2) To approve any building plans and specifications, lot grading, and landscaping plans;

(3) To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

(4) To include within the Planning Criteria such other restrictions and regulations as it shall deem appropriate regarding design, development, construction and maintenance of the Subdivision. Once the ARB promulgates such restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes, or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

(d) The conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that any structure, location of any structure, improvement, alteration, color selection, landscaping design, building plans and specifications or lot grading is not consistent with the planned development of the Properties, the Planning Criteria or lands contiguous thereto.

(e) In the event the ARB fails to approve or disapprove such design and location within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

Section 2. The Owner who initially constructs a home on a Lot must complete such construction in a timely manner and substantially in accordance with all plans and specifications approved by the ARB, including plans for Lot grading, building plans and specifications, landscaping plans, pool plans and any

other plans for construction of any improvement on the Lot (the "Construction"). The Owner shall notify the ARB in writing when the Construction has been completed and the ARB shall, within ten (10) days of receiving such notice, make an inspection to verify compliance with the approved plans.

Should the ARB or the Declarant determine that the Construction has not been completed in accordance with the approved plans and specifications, either the ARB or the Declarant shall notify the Owner in writing citing deficiencies and the Owner shall within fifteen (15) days after receipt of notice commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected.

Should such Construction not be completed in a timely manner as determined by the ARB or the Declarant, or not be completed in accordance with the plans and specifications approved by the ARB, the ARB or the Declarant shall have the right to seek specific performance of the Owner's obligations to complete the Construction as approved by the ARB; or in the alternative, to enter upon the Lot and complete the Construction as approved at the expense of the Owner, subject, however, to the following provisions. Prior to commencement of any work on a Lot, the ARB or the Declarant must furnish prior written notice to the Owner at the last address listed in the records of the Association for the Owner, notifying the Owner that unless the specified deficiencies are corrected within thirty (30) days, the ARB or the Declarant shall correct the deficiencies and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the ARB or the Declarant shall have the right to enter in or upon any such Lot or to hire personnel to do so to complete the Construction as approved by the ARB. The cost of such work, including labor and materials, shall be assessed against the Lot upon which such work is performed and the Association or the Declarant shall record a Claim of Lien against the Lot for the work performed, and it shall be a lien and obligation of the Owner and shall become due and payable upon the recording of the Claim of Lien and shall be enforced and collected as provided in Section 7 of Article V hereof.

The obligation to complete the Construction as approved and pay the lien provided above shall be binding upon and enforceable against all current and future Owners of the Lot.

Any attorneys' fees or costs and any administrative costs incurred by the ARB or the Declarant in enforcing the provisions hereof, including attorneys' fees and costs on appeal of any lower court decision, shall be payable by the Owner, and the claim of Lien against the Lot shall further secured the payment of such sums.

Section 3. Upon completion of the Construction, or upon correction of deficiencies cited by the ARB or the Declarant, the Owner shall notify the ARB and the Declarant in writing to inspect the Lot. If the ARB and the Declarant determine that the Construction has not been completed in accordance with the approved plans and specifications, the ARB shall issue to the Owner a "Notice of Non-Compliance" in recordable form, executed by a majority of the members of the ARB with the corporate seal of the Association affixed. If the Owner shall not correct the deficiencies the Notice of Non-Compliance may be recorded in the Public Records; if the deficiencies shall thereafter be corrected the Notice of Non-Compliance shall be discharged by an instrument executed by the ARB in recordable form.

Failure to record a Notice of Non-Compliance after construction completion shall be conclusive evidence that the Construction as approved by the ARB has been completed but shall not excuse the Owner from the requirement that future changes to such plans be submitted to and approved by the ARB.

Section 4. The Owner who makes exterior additions to, or changes or alterations to, any improvement or constructs any new improvements on the lot after the initial construction and recording of a Certificate of Approval as described in Section 3 must complete all such work (the "Alterations") in a timely manner and substantially in accordance with all plans and specifications approved by the ARB. The Owner shall notify the ARB and the Declarant in writing when the Alterations have been completed and the ARB and the Declarant shall, within ten (10) days of receiving such notice, make inspections to verify compliance with the approved plans.

Should the ARB or the Declarant determine that the Alterations have not been completed in accordance with the approved plans and specifications, the ARB or the Developer shall notify the Owner in writing citing deficiencies and the Owner shall within fifteen (15) days after receipt of notice commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected.

If correction of the deficiencies is not commenced within fifteen (15) days, or if such correction is not continued thereafter in a expeditious manner, the ARB or the Declarant shall be entitled to record in the Public Records a "Notice of Non-Compliance" setting forth that the Owner has not completed the Alterations in accordance with approved plans and specifications and that the ARB or the Declarant has the right to seek legal action to force the Owner, or any grantee of the Owner, to complete the Alterations in accordance with the plans and specifications. Said "Notice of Non-Compliance" shall contain the legal description of the Lot. Once recorded, the "Notice of Non-Compliance" shall constitute a notice to all potential purchasers from the Owner that the ARB or the Declarant have the right to enforce completion of the Alterations against the Owner, or any grantee of the Owner.

Should the Alterations not be completed in a timely manner as determined by the ARB or the Declarant, or should the correction of the deficiencies not be commenced within fifteen (15) days after notice and continue thereafter in an expeditious manner until completion, or should the Alterations not be completed in accordance with the plans and specifications approved by the ARB, the ARB or the Declarant shall have the right to enter upon the Lot, make such corrections or modifications as are necessary to cause the Alterations to be completed in accordance with the approved plans and specifications and charge the cost of any such corrections or modifications to the Owner. The Association or the Declarant may cause a lien to be recorded in the Public Records giving notice to all persons that the Owner owes the Association or the Declarant for the cost of such corrections or modifications, plus interest thereon and costs of collection, which shall include administrative costs and legal fees and costs.

Once the ARB and the Declarant determine that the Alterations have been completed in accordance with the approved plans and specifications, and if a Notice of Non-Compliance has been previously recorded, the ARB or the Declarant shall issue to the Owner a Certificate of Approval in recordable form, which shall make reference to the recorded "Notice of Non-Compliance"

and be executed by a majority of the members of the ARB with the corporate seal of the Association affixed or by the Declarant. The recording of the Certificate of Approval in this instance shall be conclusive evidence that the alterations as approved by the ARB have been completed but shall not excuse the Owner from the requirement that future changes, modifications or alterations be submitted to and approved by the ARB.

Section 5.

(a) Subject to the conditions hereinafter set forth, the Association shall indemnify all members of the ARB or former members of the ARB against reasonable expenses, including attorney's fees, settlement payments, judgments and fines actually incurred by them in connection with the defense of any action, suit or proceeding, or threat or claim of such action, suit or proceeding, no matter by whom brought or in any appeal in which they or any of them are made parties or a party by reason of being or having been a member of the ARB, except in relation to matters as to which any such member of the ARB shall be adjudged in such action, suit or proceeding to be liable for willful misconduct. Notwithstanding anything herein to the contrary, members of the ARB shall not be entitled to indemnification for any settlement payment unless such settlement payment be approved in advance by non-interested members of the Board of Directors of the Association.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested members of the Board of Directors of the Association upon receipt of an undertaking by or on behalf of the members of the ARB to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized herein.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a member of the ARB, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of the Articles of Incorporation of the Association.

ARTICLE VIII.

GENERAL RESTRICTIONS

Section 1. All Lots shall be used for single family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot unless approved by the ARB prior to construction in accordance with the provisions of Article VII, which, for each Lot, shall be restricted to one detached single-family dwelling, boat dock, private garage, and maid's room, storage room or tool room attached to the garage. No old structures shall be relocated thereon. Construction commenced shall be diligently prosecuted to completion, including the installation of landscaping.

Section 2. No carports shall be permitted, and each living unit shall include a garage which shall be at the minimum adequate to house two (2) standard-sized American automobiles. All garages and garage doors must be maintained in a usable condition. No garage shall be constructed in such a manner that

the garage door would face the main access road for such lot. All garage doors shall be operated by an automatic closing device.

Section 3. No building shall be located nearer than ten (10) feet to any side lot line, or nearer than 50 feet to the front or rear lot line. In the case of a lake lot, no building shall be located nearer than 100 feet to the lake as determined by the Plat of Butler Bay Unit Three. In the case of a corner lot, no building shall be located nearer than 50 feet to lot lines.

Section 4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently, except that temporary structures may be used on lots during the development of Butler Bay by the Declarant or its agents for maintenance, development or sales of any of the Properties.

Section 5. No residence shall be constructed with a living area which is less than 1,400 square feet for a one or two-bedroom residence, less than 2,000 square feet for a three bedroom residence, or less than 2,250 square feet for a four-bedroom residence, which living area shall have finished walls, ceilings and floors, shall be insulated, heated and cooled by a central system. Central heating and cooling systems may include, but shall not be limited to, systems of heating and cooling by active or passive solar, wind and other forms of energy, other than gas or electric, subject to the approval of the ARB. Such living area shall not include garages, breezeways, porches or storage spaces. The height of any residence to be constructed shall be subject to approval of the ARB.

Section 6. No livestock, fowl or other animals shall be kept on the Properties, except domestic cats or dogs. No animals shall be kept on the Properties for the purposes of breeding or raising for sale. No doghouses, pens or animal shelters of any kind shall be permitted on any Lot unless the same is enclosed and hidden from view from the street and from any other lot. The design of such structure and the means of concealing same is subject to approval of the ARB.

Section 7. Owners are hereby notified that Orange County imposes special regulations regarding the location of septic tank drainfields, drainage and land clearing.

Section 8. Owners shall keep Lots reasonably clean before, during and after construction. Citrus grove areas shall be kept cultivated and mowed prior to construction.

Section 9. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than ten square feet advertising the property for sale or signs used by a builder to advertise the property during construction. The ARB shall have the right to establish guidelines so as to require a uniform standard for signs in the Subdivision.

Section 11. Owners of lots located on lakes shall maintain beaches in accordance with applicable governmental statutes, ordinances and regulations and will remove no shoreline vegetation unless said removal is done in accordance with the Orange County Shoreline Alteration Ordinance, as the same may be amended from time to time.

Section 12. Unless otherwise permitted by ARB, only finished materials such as brick, stone, stucco and wood shall be used for the exterior surfaces of buildings and other structures.

Section 13. All trash and garbage shall be kept in sanitary containers within a structural enclosure at least 42 inches in height, including a gate or door. If required to be placed at the curb for pickup, trash and garbage containers shall not be placed at the curb sooner than 5:00 p.m. of the day before pickup. All exterior pumps, motors, air conditioning compressors, storage tanks and other mechanical features shall be screened from view from the street and adjacent property either by a decorative structure 42 inches in height or approved landscaping materials.

Section 14. Landscaping easements where indicated on the plat are for landscaping and sidewalk purposes only. No encroachments shall be permitted.

Section 15. The composition, location and height of fences and walls must be approved by the ARB prior to installation. Except for fences around tennis courts, such fences and walls must not be more than six feet high, and no painted block fences, chainlink fences or walls shall be allowed unless screened from view by mature landscaping.

Section 16. No mailbox or paperbox or other receptacles of any kind for use in the delivery in mail or newspapers or magazines or similar material shall be erected on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service and the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, such Owner, upon the request of the ARB, shall replace the boxes and receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

Section 17. Except for loading and unloading purposes, there shall be no parking of commercial vehicles, trucks, recreational vehicles or trailers, self-propelled motor homes and boats on the premises, except within fenced enclosures substantially preventing view from any adjacent lot, beyond the rearline of the residence constructed thereon. Such definition of "commercial vehicles" shall include but not be limited to trucks or vans in excess of 3/4 ton, truck-tractors, semi-trailers and commercial trailers. In the event of a dispute, the Association, in its sole discretion, shall determine what constitutes a "commercial vehicle".

Section 18. There shall be no major repair performed on any motor vehicle on or adjacent to any lot in the subdivision.

Section 19. Exterior antennas installed or located on a lot shall require the approval of the ARB, which approval may be denied.

Section 20. Sidewalks (if required or permitted by the ARB) and driveways shall be installed by Owners in accordance with requirements and specifications of Orange County and in accordance with the storm water drainage and retention plan approved by Orange County, Florida. All dwellings shall have a

paved driveway approach from the curb to the right-of-way line of stable and permanent construction and a paved apron of at least sixteen (16) feet in width at the entrance to the garage. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a manner as is acceptable to the ARB.

Section 21. Removal of existing trees and shrubbery from any lot shall not be permitted (except within the foundation perimeter line for the dwelling) unless landscaping of an equivalent or higher quality is substituted therefor.

Section 22. Treehouses or platforms of a like kind or nature and plan structures shall not be constructed on any part of a lot without the express approval of the ARB.

Section 23. No clotheslines shall be placed on a lot.

Section 24. No window air-conditioning units shall be permitted. Permanently mounted wall air-conditioning units shall not be permitted unless first approved by the ARB.

Section 25. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. All vehicles shall have current license plates.

Section 26. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-line.

Section 27. Every Owner shall be responsible for taking such measures as are necessary to prevent erosion of its lot and for protecting other lots from damages arising out of erosion.

Section 28. Use of any communication equipment on any lot or in any living unit including, but not limited to, CB radios, antennas, ham radios, etc., for private or commercial purposes of any kind shall be prohibited.

Section 29. No exterior radio, television, electronic antenna or aerial or dish antenna may be erected or maintained on any lot; provided, however, that the ARB may grant temporary permission to erect and maintain television antennas to the Owners which cannot be served by existing cable television facilities because of the present unavailability of such facilities and which do not have sufficient space between the roof of such living unit and the ceiling immediately below such roof, to install an indoor antenna. Such temporary outdoor antenna must be removed at such time as cable television facilities are available to serve such living unit.

Section 30. No exterior lighting fixtures shall be installed on any lot or living unit without adequate and proper

shielding of fixture. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the residents of adjacent Living Units.

Section 31. Flat roofs shall not normally be permitted. The ARB may, however, in the ARB's sole discretion, approve flat roofs on buildings or other structures of contemporary or modern design, if the ARB determines that the harmony of surrounding structures and topography will not be disturbed or adversely affected. No built-up roofs shall be permitted, except on approved flat surfaces. The composition of all pitched roofs shall be tile, cedar shake shingle, slate shingle, asbestos shingle, asphalt shingle or fiberglass shingle, provided that any such shingle shall be premium grade with a minimum weight of 290 lbs. per 100 square feet of roof area.

Section 32. Orange County, Florida has required Declarant to install a storm water drainage and retention system within the boundaries of the Properties. No structure, fence or landscaping that interferes with the flow or retention of storm water and no refuse shall be placed upon or allowed to remain on any part of a Lot within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed so as to alter or block the flow or the quantity of water. Owners of Lots within which any easement for storm water drainage or retention lies shall be responsible for the maintenance of such areas to permit the flow and retention of water in accordance with the storm water drainage and retention system plan required and approved by Orange County, Florida. If any Owner shall fail to comply with any part or all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, to assess and collect the cost thereof and shall have a lien upon the Lot upon which the work was performed all in accordance with the provisions of Article V governing the collection of assessments.

Section 33. Orange County, Florida, has requested Declarant to form one or more municipal service tax units (hereinafter "MSTU") for any one or more of the following purposes: (i) maintenance and operation of street lights that will be installed on the Properties, (ii) maintenance of the storm water drainage and retention systems on the Properties, (iii) maintenance of Common Areas, (iv) maintenance of parkways and landscaping, or (v) maintenance of recreational facilities for the use of the Owners. All Lots shall be encompassed within any such MSTU and shall be subject to the restrictions, limitations and tax assessments as may be imposed upon the property within any such MSTU.

Section 34. Any swimming pool, tennis court and screening or fencing of either to be constructed on any Lot shall be subject to the approval of and the requirements of the ARB, which shall include, but which shall not be limited to the following:

- (a) Above-ground swimming pools shall not be allowed;
- (b) Lighted tennis courts shall not be allowed;
- (c) Materials, design and construction shall meet standards generally accepted by the industry and shall comply with applicable governmental regulations; and
- (d) The location shall be approved by ARB.

Section 35. Heating and cooling of residences with systems of active or passive solar, wind and other forms of energy other than gas or electric may be approved by the ARB. Components of such systems that are affixed to the exterior of a residence shall not be permitted unless the design thereof shall have first been approved by the ARB. Exterior components of any cooling or heating system (or combination thereof) shall be substantially screened from view from the street fronting the residence.

Section 35. Declarant will mow and cultivate the citrus trees on each Lot after purchase by an Owner and, in consideration therefor, shall retain the ownership of each and every citrus fruit crop growing and to be grown in the future on such Lot and the proceeds of sale thereof. Upon written notice to the Owner from the Declarant or upon commencement of construction of improvements on a Lot, whichever occurs first, the responsibility of Declarant to mow and cultivate citrus trees on such Lot shall terminate; provided that Declarant shall retain the ownership of the unharvested fruit then growing on the trees and the right to the proceeds of sale of such fruit until such fruit is harvested.

ARTICLE IX.

EASEMENTS

Section 1. Owners' Rights and Duties; Utilities. The rights and duties of the Owners with respect to electricity, gas and telephone lines, drainage facilities and other utilities shall be governed by the following:

(a) Wherever electricity, gas and telephone lines, drainage facilities or any other utilities are installed within the Subdivision, the Owners of any Lot served by said connections, lines or facilities shall have the right to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which connections, lines or facilities, or any portion thereof, to repair, replace and generally maintain connections, lines or facilities, as and when the same may be necessary as set forth below. There is hereby reserved by the Declarant, its successors and assigns, an easement to the full extent necessary therefore, together with the right to grant and transfer the same to the Owners, to enter upon Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain connections, lines or facilities as and when the same may be necessary.

(b) Wherever electricity, gas and telephone lines, drainage facilities or any other utilities are installed within the Subdivision, which connections serve more than one (1) Lot, the Owner of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot. In the event that an Owner or a public utility company serving such Owner enters upon a Lot or any portion of the Properties in furtherance of the foregoing, it shall be obligated to repair such Lot and restore it to its condition prior to such entry.

Section 2. Construction and Sales. There is hereby reserved to the Declarant, its successors and assigns, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots together with the right of the Declarant, its successors and assigns, to grant and transfer the

same, over the Common Area easements for construction, utility lines, display, maintenance, and exhibit purposes in connection with the erection and sale of homes and other structures within the Subdivision; provided, however, that such use shall not be for a period beyond the earlier of (i) ten (10) years from the conveyance of the first Lot to an Owner; or (ii) the occupancy of all homes by persons other than the builder of such homes (unless the builder pays all assessments required by Article V); and provided further, that no such use by the Declarant and others shall otherwise restrict the Members in the reasonable use and enjoyment of the Common Area.

Section 3. Utilities. Easements over the Subdivision for the installation and maintenance of electric, telephone, gas, and drainage facilities as shown on the recorded plat of the Subdivision are hereby reserved by the Declarant, its successors and assigns, together with the right to grant and transfer the same. Developer, its successors or assigns, or the Association hereby reserve the right to use or to authorize the use of said Easements for the purpose of providing cable television service to the Lots in the subdivision. The terms upon which the cable television services shall be provided shall be mutually agreeable to the Developer or its successors or assigns or the Association and the person or entity providing said cable television service.

ARTICLE X.

AMENDMENT BY DECLARANT

The Declarant reserves and shall have the sole right (i) to amend these covenants and restrictions for the purpose of curing any ambiguity or any inconsistency among the provisions contained herein, (ii) to include in any contract or deed hereafter made any additional covenants and restrictions applicable to the land which is the subject of such contract or deed that do not lower standards of the covenants and restrictions herein contained, (iii) to amend these covenants and restrictions in whole or in part as to any additional land annexed to the Properties, and (iv) to release any Lot from any part of the covenants and restrictions that have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE XI.

AMENDMENT

Except as to provisions relating to amendments and Supplemental Declarations as set forth in this Declaration regarding certain specific items and the method of amending or altering same as set forth in connection with such particular item, and except as to Article IV, Section 3, which Article and Section may be amended only in accordance with this Article and with the prior, written approval of Orange County, any other provision, covenant or restriction set forth herein may be amended only in accordance with this Article. The Owners of Lots holding at least seventy-five (75) percent of the votes of Members of the Association may change or amend any provision hereof, in whole or in part, except as above mentioned, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of Orange County, Florida. A proposed amendment may be instituted by the Declarant, the ARB, the Association, or by petition signed by twenty-five (25) percent of the then Owners of

Lots. A written copy of the proposed amendment shall be furnished to each Owner at least ninety (90) days but not more than one hundred twenty (120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain a time and place of said meeting. The recorded Amendment shall contain a recitation that sufficient notice was given as above set forth, said recitation shall be conclusive as to all parties, and all parties of any nature whatever shall have the right to rely solely upon said recitation in such recorded amendment. Provided, however, so long as the Declarant shall own any Lots in the Properties, all such proposed amendments shall require Declarant's consent.

ARTICLE XII.

COVENANTS AND RESTRICTIONS RELATING TO GOLF COURSE

Section 1. All Owners of Lots on the Property acknowledge the existence of a private golf course on lands adjoining the Property. The golf course is for the use and enjoyment of the members of the private golf club.

Section 2. All Lot owners shall extend to all golfers lawfully using the Windermere Country Club Golf Course the courtesy of allowing such golfers to retrieve any errant golf balls which are on said lots, provided such golf balls can be recovered without damaging the Lot in general. The above right shall apply to the entire Lot until the ARB has approved plans and specifications for construction of a residence on the Lot, after which golfers shall be limited to the easement used for a buffer zone as stated in Section 3 below.

Section 3. An easement ~~10 feet~~ in width is reserved over the rear of each Lot located adjacent to the golf course now known as Windermere Country Club is hereby retained and reserved for the purpose of maintaining a natural buffer area between golf and residential uses. No fence, wall, hedge or shrub planting which would obstruct access to the easement area shall be placed or permitted to remain on lots. The Association may grant permission to Newcourse Development Inc. "Newcourse", or its successors and assigns, to make selected plantings of trees and other vegetation within the easement area, at Newcourse's expense, in order to establish and maintain a buffered relationship between golf and residential uses. The Association and Newcourse agree to provide any Lot owner with a description of the work to be done at least 20 days in advance of the actual work so the mutual interests and desires of the Lot owner and Newcourse may be properly coordinated. Any landscaping placed on or in the easement area by Newcourse shall be maintained at the expense of Newcourse.

Section 4. The Association reserves the right to grant to Newcourse such easements over the Common Areas or the roads in Butler Bay Unit Three which easements are reasonably necessary to enable golf carts and golfers to cross from one hole to the next or from the golf course to the Windermere Country Club Clubhouse.

ARTICLE XIII.

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant, may impose any additional covenants or restrictions on any part of the Properties.

ARTICLE XIV.

DURATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which they shall be automatically extended for successive periods of ten (10) years.

ARTICLE XV.

ENFORCEMENT

The Association, the Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by or in accordance with the provisions of this Declaration against any person, firm or corporation, or other entity (other than a governmental agency) who violates or attempts to violate these Covenants and Restrictions. The terms and conditions of this Declaration shall be construed in a uniform and reasonable manner. Failure by the Association, the Declarant, and by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter. In the event enforcement action is undertaken by the Association or Declarant (but not any Owner) will be entitled to receive as part of its damages and remedy reasonable attorney's fees and Court costs. In connection with said enforcement proceedings, the Association, the Declarant or any Owner may seek to recover damages against such person or person, to prevent or enjoin such violations or attempted violations or to require compliance with the Covenants and Restrictions. These remedies shall be cumulative of all other remedies provided by law.

ARTICLE XVI.

LIABILITY OF ASSOCIATION

The Association, its directors and officers, former directors and officers, and members or former members of all committees appointed by the Board of Directors or the Declarant shall not be liable for any action, or omission, by it or any Director, officer or member of a committee, except in relation to matters as to which any such Director, officer and/or member of a committee shall be adjudged in any action, suit or proceeding to be liable for willful misconduct. No Member or Owner may collect any judgment against the Association, a Director or former Director, officer or former officer, or a member or former member of any committee appointed by the Declarant or the board unless the Association or such person, either individually, or as an agent for the Association, shall be adjudged guilty of willful misconduct.

ARTICLE XVII.

MISCELLANEOUS


Section 1.. The invalidity or unenforceability of any provision or provisions contained in this Declaration by judgment or court order shall not affect or modify any of the other provisions contained in this Declaration which shall remain in full force and effect.

Section 2.. The headings contained in this Declaration are for convenience only and shall have no significance in the

interpretation of the body of this Declaration and shall be disregarded in construing the provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant, WINDERMERE LAKES LTD., has caused this instrument to be executed by its duly authorized partner as of the day and year first above written.

Signed, sealed and delivered WINDERMERE LAKES, LTD.
in the presence of:



Stephen S. Feinberg

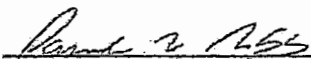
By: 
As its General Partner

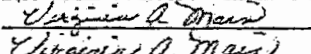
Borg Warner Mortgage, the holder of a mortgage on all or part of the Properties, hereby gives its consent to this Declaration of Covenants and Restrictions for Butler Bay Unit Three.

BORG WARNER MORTGAGE

By: _____
As its _____

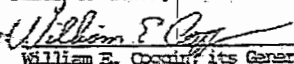
LAKE BUTLER ESTATES, LTD.



Virginia A. Davis


William E. Coggins

By: 
Robert A. Davis, its General Partner

By: 
William E. Coggins, its General Partner

Barnett Bank of Central Florida, the holder of a mortgage on all or part of the Properties hereby gives its consent to this Declaration of Covenants and Restrictions for Butler Bay Unit Three.

BARNETT BANK OF CENTRAL
FLORIDA, N.A.

By: _____
As its _____

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and county aforesaid to take acknowledgments, personally appeared Raymond G. Conway, the

IN WITNESS WHEREOF, the Declarant, WINDERMERE LAKES LTD., has caused this instrument to be executed by its duly authorized partner as of the day and year first above written.

Stephen S. Feinberg

Borg Warner Mortgage, the holder of a mortgage on all or part of the Properties, hereby gives its consent to this Declaration of Covenants and Restrictions for Butler Bay Unit Three.

BORG WARNER M.
X *[Signature]*
X *Harold Edmister*

Plant 2 255
Virginia A. Mearns
Virginia A. Mearns
Plant 2 254

By William E. Coggin
William E. Coggin, its General Partner

BARNETT BANK OF CENTRAL
FLORIDA, N.A.

By: C. Thomas Beck
As its Senior Vice President

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and county aforesaid to take acknowledgments, personally appeared Raymond G. Conway, the

General Partner of Windermere Lakes, Ltd., a Florida limited partnership, and he acknowledged executing the foregoing Declaration in the presence of two subscribing witnesses for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of June, 1986.

Stephen D. Smith
Notary Public, State of Florida
at Large

(Notary Seal)

My Commission Expires:

Notary Public State of Florida at Large
My Commission expires April 19, 1990

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this
day of _____, 1986, by _____,
as the _____ of Borg Warner Mortgage, a
corporation, on behalf of the corporation.

Notary Public

(NOTARIAL SEAL)

My commission expires:

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this
2nd day of June, 1986, by William E. Cogan and Robert A. Davis,
as the General Partners of Lake Butler Estates, Ltd., a
Florida ~~corporation~~ limited partnership,
on behalf of the partnership.

Lincoln R. Holt
Notary Public

(NOTARIAL SEAL)

My commission expires:

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this
day of _____, 1986, by _____,
as the _____ of Barnett Bank of Central Florida, N.A.,
a _____ corporation, on behalf of the corporation.

Notary Public

(NOTARIAL SEAL)

My commission expires:

General Partner of Windermere Lakes, Ltd., a Florida limited partnership, and he acknowledged executing the foregoing Declaration in the presence of two subscribing witnesses for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of June, 1986.

Stephen D. Jenkins
Notary Public, State of Florida
at Large

(Notary Seal)

My Commission Expires:

STATE OF CALIFORNIA

Notary Public State of Florida at Large
My Commission expires April 18, 1990

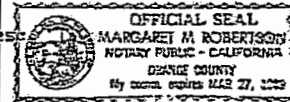
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of June, 1986, by W. B. Carpenter as the Vice President of Borg Warner Mortgage, a Florida corporation, on behalf of the corporation.

X Margaret M. Robertson
Notary Public

(NOTARIAL SEAL)

My commission expires:
2-27-89



STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of June, 1986, by William E. Craig and Robert A. Davis, as the General Partners of Lake Butler Estates, Ltd., a Florida corporation, on behalf of the partnership.

James F. Rice
Notary Public

(NOTARIAL SEAL)

My commission expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 17, 1988
EXPIRED THIS SEPTEMBER 16, 1987.

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17th day of June, 1986, by C. Thomas Beck as the Ex. Vice Pres. of Barnett Bank of Central Florida, N.A., a National corporation, on behalf of the corporation.

Maureen W. Roberts
Notary Public

(NOTARIAL SEAL)

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 21, 1989

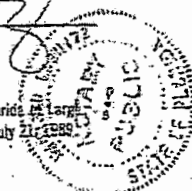


EXHIBIT "A"

LOTS 1-123, BUTLER BAY UNIT THREE, as recorded
in Plat Book 18, Page 4-9, Public Records
of Orange County, Florida.

RECORDED & INDEXED
John G. Palmer
County Clerk, Orange Co., Fl.

003800 PG 1501

Appendix 6.H.xi.

2567607 ORANGE CO. FL.
63:48:60-71 67:28/86

JUL 21 1986

DEVELOPER'S AGREEMENT

OR3808 PG1466

This Agreement is entered into this 4 day of May, 1986,
between Orange County, a political subdivision of the State of Florida,
hereinafter referred to as "County", and Windermere Lakes, Ltd., a
Florida limited partnership, hereinafter referred to as "Developer".

PREMISES

1. The Developer owns or has an option to purchase property in Orange County, Florida, described as follows:

See Exhibit "A", which is attached hereto and incorporated herein by reference.

hereinafter referred to as the "subject property".

2. The Developer desires to subdivide and develop the subject property as a development to be known as "Butler Bay, Unit III", pursuant to Chapter 65-2015, Laws of Florida, (the Orange County Land Development and Use Law) and the Orange County Subdivision Regulations, adopted pursuant thereto, except as those Regulations may be specifically waived by the County during the subdivision review process.

3. As part of its plan of development for the subject property, Developer wishes to design and construct private common facilities which will not be dedicated to Orange County nor to the use and enjoyment of the general public, but which will be dedicated to the common use and enjoyment of the owners of the subject property. The term "common facilities" as used herein includes private internal road and drainage systems, street lighting systems and other private facilities as may be provided.

4. The County is authorized to regulate the development of the subject property.

5. The County is willing to permit the use of common facilities in the development of the subject property under the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Provided that all of the terms and conditions of this Agreement are met, the County waives any requirement for the dedication to the public of the common facilities, including the internal road and drainage systems shown on those plans for the development of the subject property, dated 2/13/86, on file in the Orange County Zoning Department.

2. The common facilities shown on the plans shall be designed and constructed by the Developer in accordance with the conditions of approval and the development plans for the subject property dated 11/18/84, a copy of which is on file and available for inspection in the Orange County Zoning Department.

RETURN TO CLERKS OFFICE - B.C.C. - 5TH FLOOR, CO. ADMIN BLDG. - ROY

25.00

3. The County shall not be required or obligated in any way to construct or maintain, or participate in any way in the construction or maintenance of, the common facilities on the subject property. It is the intent of the parties that the common facilities shall be private and that there shall be no dedication of public rights-of-way for road purposes within the subject property except those which may be specifically shown on the plans or indicated in the conditions of approval. The common facilities shall not be dedicated to the use and enjoyment of the general public, but are to be dedicated to the common use and enjoyment of the owners of the subject property. It is the intent of the parties that the Developer, its grantees, successors or assigns in interest, or some other association and assigns satisfactory to the County, shall be responsible for the maintenance of the common facilities.

4. The Developer shall establish a method satisfactory to Orange County of maintaining the common facilities. Such methods shall include the creation of a homeowner's association, a property owner's association or some other association (hereinafter referred to as "Association"), acceptable to Orange County, which shall be solely responsible for maintaining said facilities.

5. The Developer shall provide and record documents satisfactory to the County for the maintenance of the common facilities. The documents shall provide a method for the Developer, its grantees, successors or assigns in interest, or the Association to assess the owners of the subject property the cost of maintaining the common facilities. The assessment may be separate from or included in a general assessment of the property owners for maintenance of other commonly owned areas within the subject property. The method of assessment shall be satisfactory to the County and shall provide the legal right for the Developer, its grantees, successors or assigns in interest, or the Association to impose liens against those properties for which payment of any assessment is not made. Furthermore, the documents shall provide notice to purchasers and prospective purchasers of the subject property that the Developer, its grantees or successors and assigns in interest, or the Association shall have the authority to make assessments for maintenance of the common facilities and impose liens against those properties for which payment of any assessment is not made. Collection of the assessments and enforcing the payment thereof through placement of liens against the properties shall be the responsibility of the Developer, its grantees or successors and assigns in interest, or the Association and shall not be the responsibility of Orange County.

6. Failure of the Developer, its grantees or successors and assigns in interest, or the Association to maintain the common facilities or to impose and collect assessments for the maintenance of the facilities

shall not in any way create or impose any obligation, burden, responsibility or liability upon the County, directly or indirectly, to maintain the facilities. The responsibility for maintenance of the facilities shall be solely that of the Developer, its grantees or successors and assigns in interest, or the Association.

7. The assessments imposed by the Developer or the Association for maintenance of the common facilities shall not relieve the owners of the subject property from any other taxes, fees, charges or assessments imposed by the County or any other governmental agency.

8. The common facilities shall be designed, constructed and maintained so as to prevent any adverse impact or effect upon any other properties, including road systems and drainage systems external to the subject property..

9. The Developer shall deed or dedicate to Orange County emergency access easements to the private drainage system for emergency maintenance purposes in the event inadequate maintenance of the drainage system creates a hazard to the public health, safety and general welfare. Recording of such deed or dedication shall not be deemed to impose any obligation, burden, responsibility or liability upon Orange County to enter upon the subject property and take any action to repair or maintain the drainage system.

10. The Developer shall deed or dedicate to delivery, pick-up and fire protection services, police and other governmental agencies, including private utility companies or other private companies providing necessary services to the subject property or to the owners of the subject property, perpetual non-exclusive ingress and egress easements over the private road systems and other common areas within the subject property.

11. The following special provisions are set forth in the attached "Schedule A" and are incorporated herein as a part of this Agreement: NONE.

12. This Agreement shall be recorded in the Public Records of Orange County, Florida. This Agreement and the obligations created herein shall run with the land and shall be enforceable against the parties, the grantees of any or all of the "subject property", or their successors and assigns in interest.

13. Developer has an option to purchase a portion of the subject property from Lake Butler Estates, Ltd., a Florida limited partnership. Lake Butler Estates, Ltd. joins in the execution of this Developer's Agreement to evidence its agreement to be bound by its terms and conditions in the event Developer does not exercise and close on its option to purchase the remaining portions of the subject property not yet owned by Developer.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

ATTEST: THOMAS B. LOCKER, Clerk ORANGE COUNTY, FLORIDA

By: Mary D. Garrison
Deputy Clerk

By: Tom Dorman
Chairman, Board of County Commissioners

ATTEST:

WINDERMERE LAKES, LTD.

By: _____

By: Robert M. Davis
Developer

ATTEST:

LAKE BUTLER ESTATES, LTD.

By: _____

By: Robert M. Davis
General Partner

BY: William E. Cooper
General Partner

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority Tom Dorman and Mary D. Garrison, well known to me and known by me to be the Chairman and Clerk of the Board of County Commissioners, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purpose therein expressed.

WITNESS my hand and official seal at Orlando, County of Orange, State of Florida, this 21st day of July, 1986.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 25, 1988
(SEAL) C Bonded thru Brown & Brown, Inc.

Notary Public

STATE OF FLORIDA)
COUNTY OF ORANGE)

003808 PG1469

I HEREBY CERTIFY that on this day personally appeared before me, Raymond G. Conley, general partner of the Developer, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purpose therein expressed.

WITNESS my hand and official seal at Orlando, County of Orange, State of Florida, this 4 day of June, 1986.

My Commission Expires:

(SEAL)

Notary Public

Notary Public, State of Florida at Large
My Commission Expires April 19, 1990

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day personally appeared before me,
Robert A. Davis and William E. Gagin of Lake Butler Estates, Ltd., to me well
known to be the person described in and who executed the foregoing instru-
ment and acknowledged before me that they executed the same for the purpose
therein expressed.

WITNESS my hand and official seal at Orlando, County of Orange,
State of Florida, this 2nd day of June, 1966.

My Commission Expires:

(SEAL)

Robert A. Davis
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 17, 1968
EXCEED THIS LEGAL TERM, EXP.



003808 PG 1470

EXHIBIT "A"

Lots 1-123, BUTLER BAY UNIT THREE, as recorded
in Plat Book 18, Page 4-9, Public Records
of Orange County, Florida.

RECORDED & INDEXED
John H. Lulu
County Registrar, Orange Co., FL

OR3808 PG1471

Appendix 6.H.xii.

Sec. 38-558. - Site and building standards.

(a) *Standards.* Development under this article shall meet the following standards:

	Minimum Lot Size	Minimum Lot Width (Feet)	Minimum Living Area (Square Feet)	Building Height (Feet)
R-CE-Cluster	½ acre*	100**	1,500	2-story/ <u>35</u>

If central water service is provided, the minimum lot size is one-third ($\frac{1}{3}$) acre. Lakefront lots are one-half ($\frac{1}{2}$) acre. The minimum lot size for lakefront lots on the Butler Chain of Lakes is one (1) acre.

Lot width is measured at the building front yard setback line.

(Ord. No. 97-03, § 7, 2-25-97)

(b) *Setbacks.* The following minimum setbacks shall apply:

	Front (Feet)	Rear (Feet)	Side (Feet)
R-CE-Cluster	<u>30</u>	25	10

There shall be a minimum of a fifty-foot setback from the normal high water elevation from natural water bodies.

(Ord. No. 97-03, § 7, 2-25-97)

(c) *Maximum lot coverage.* The maximum coverage of all impervious surfaces on a lot shall not exceed sixty (60) percent of the land area of the lot.

(P & Z Res., art. XXXVI, § 6)

Appendix 6.H.xiii.

Sec. 38-557. - Common open space.

- (a) The amount of common open space, as required by Orange County Code, chapter 24, article II, open space regulations, shall be shown on the R-CE-Cluster development plan. A method shall be provided for assuring the maintenance of all common open space areas in perpetuity, either by transferring ownership and maintenance responsibilities for the open space areas to a trustee or mandatory homeowner's association, or by some other method acceptable to the board of county commissioners. The county shall not be responsible for the maintenance of common open space areas.

(Ord. No. 92-42, § 5, 12-15-92; Ord. No. 97-03, § 8, 2-25-97)

- (b) The owner shall offer to dedicate development rights for all common open space areas to the county. The county may accept the offer of dedication. If, however, the county refuses to accept the offer, an alternative method acceptable to the county shall be provided to guarantee that common open space areas shall remain in such a state as to maintain the natural character of the area.

(P & Z Res., art. XXXVI, § 7)

Appendix 6.H.xiv.

Sec. 24-9. - Planned developments.

The following are additional requirements that apply to nonresidential projects submitted for review under the Planned Development (P-D) district:

- (1) *Land use plan.* The land use plan shall graphically display and/or note the location, width and opacity requirements of all landscape buffers required in this chapter.
- (2) *Development/subdivision plan.* Landscape plans shall contain the following information:
 - a. Location of all existing or proposed structures, vehicular use areas, easements and surveyed conservation boundaries, if applicable.
 - b. Tree survey, consistent with subsection 15-301(b), Orange County Code.
 - c. The location of all landscape/buffer areas proposed to be planted on the site. This shall include specifications as to size, spacing and opacity of plant material and shall include building perimeter and internal landscape details.
 - d. Proposed method of irrigation.
 - e. Method of maintenance.

(Ord. No. 92-42, § 1, 12-15-92)

Appendix 6.H.xv.

Sec. 24-26. - Definitions.

As used in this article, the following terms shall have the meanings given herein.

Open space shall mean lands set aside for the following:

- (1) The protection of natural resources (such as uplands, wildlife habitats and groundwater recharge areas) and areas unsuitable for development due to natural hazards (such as wetlands, floodplains and areas of unsuitable soils);
- (2) Recreation areas; or
- (3) The enhancement of the developed urban environment (including buffer areas, landscaped areas, plazas and hardscapes).

Common open space shall mean a type of open space designed and intended for use or enjoyment of the occupants of a project.

Residential private open space shall mean the usable open space on individual lots maintained by the required front, rear and side yards of the residential zoning district and excluding paved driveways, principal and accessory structures. However, for purposes of this article, recreational structures such as, but not limited to, pools, tennis courts and porches shall not be considered accessory structures and shall be included in calculating residential open space.

(Ord. No. 92-42, § 1, 12-15-92)

Appendix 6.H.xvi.

Sec. 24-30. - Open space design guidelines.

The following design guidelines are provided to encourage proper design, location and use of open space. For facilities that serve a primary purpose other than open space, performance standards are established for use in obtaining open space credits for these areas.

- (a) *Location.* Open space, other than private residential open space, should be located within the project to enhance its functions as follows:
 - (1) Landscape buffers should be located on the perimeters of the project and along major collectors and arterials to provide maximum screening from adjacent land uses.
 - (2) Recreational open space should be located internal to the project and be easily accessible to all residents and employees.
 - (3) Open space areas that provide natural resource protection should be located to preserve floodplains, wetlands, aquifer recharge areas, wildlife habitat and other unique natural resources.
- (b) *Size.* Open space areas should be the appropriate size for their primary function.
- (c) *Distribution.* Open space should be distributed with reasonable uniformity throughout the project so that remnant open space areas are not created that are unusable or function as private open space to only a small percentage of the development.
- (d) *Integration.*
 - (1) Integrated open space systems, i.e., connected by greenways, bike paths and/or walkways, are encouraged.
 - (2) If the project is located next to off-site open space whose primary function is conservation of natural resources, connection of open space with compatible functions is encouraged.
- (e) *Ownership and maintenance.* Common open space areas shall be the responsibility of a property owners' association or a method shall be provided for assuring the maintenance of and access to all common open space areas in perpetuity, either by transferring ownership and maintenance responsibilities for the open space areas to a trustee or mandatory homeowners' association, or by some other method acceptable to the board of county commissioners. The county shall not be responsible for the maintenance of common open space areas.
- (f) *Irrigation.* All development containing a contiguous irrigated open space tract or parcel greater than twenty (20) acres, including golf courses, shall be required to accept reclaimed water for irrigation when such reclaimed water is available adjacent to the development's boundary and has sufficient capacity and pressure. Connection shall be consistent with the connection policies of the applicable utility provider.
- (g) *Open space credits.* All of the uses below shall be credited towards open space if all performance standards are met. The amount of credits depends on the category of open space, but in no case shall category A open space constitute less than twenty-five (25) percent of the total open space required:
 - (1) *Category A open space.* All of the uses listed below shall count one hundred (100) percent towards meeting the total open space required:
 - a. Buffer zones and greenbelts;

- b. Recreational areas (active and passive);
 - c. Landscaped areas;
 - d. All other permanently undeveloped uplands;
 - e. Dry bottom stormwater management ponds that meet the following requirements:
 - 1. Sodded;
 - 2. Unfenced;
 - 3. Must be dry within seventy-two (72) hours after a twenty-five-year storm event;
 - 4. A skimmer must be provided to minimize the accumulation of trash and pollutants;
 - 5. At least five (5) percent of the area above the peak state elevation must be landscaped with at least fifty (50) percent of the required area landscaped with plant materials other than ground cover (the use of native plant species is encouraged).
- (2) *Category B open space.* All of the uses listed below may be credited towards meeting the minimum open space requirements if the performance standards are met, but shall not account for more than fifty (50) percent of the total open space required:
- a. Wet bottom stormwater management ponds that meet the following requirements:
 - 1. Minimum of one (1.0) acre;
 - 2. Five-to-one (5:1) side slopes;
 - 3. Sodded or an equivalent ground cover;
 - 4. Unfenced;
 - 5. Curvilinear in shape rather than angular;
 - 6. Landscaped in accordance with the following criteria:
 - i. *One to two and one-half acres.* At least ten (10) percent of the land above the design high water level excluding maintenance berms shall be landscaped with at least fifty (50) percent of the required area landscaped with plant materials other than ground cover (the use of native plant species is encouraged); or a littoral zone band of at least five (5) feet in width for at least fifty (50) percent of the shoreline established with native aquatic or semiaquatic plant species;
 - ii. *Two and one-half to five acres.* At least five (5) percent of the land above the design high water level excluding maintenance berms shall be landscaped with at least fifty (50) percent of the required area landscaped with plant materials other than ground cover (the use of native plant species is encouraged); or a littoral zone band of at least five (5) feet in width for at least thirty-five (35) percent of the shoreline established with native aquatic or semiaquatic plant species;
 - iii. *More than five acres.* A littoral zone band of at least five (5) feet in width for at least twenty (20) percent of the shoreline established with native aquatic or semiaquatic plant species.
 - 7. Access provided for all residents/employees.
 - b. Easements that meet the following requirements:

1. Minimum twenty-five (25) feet wide;
 2. Accessible for public use;
 3. Written verification from the easement holder authorizing unrestricted access.
- c. Plazas/hardscapes that meet the following requirements:
1. Twenty (20) percent landscaped;
 2. Seating areas;
 3. Thirty (30) percent or gross pedestrian accessible (excluding sidewalks) for area remaining after landscaping and water features/sculptures.
- d. Natural lakes that meet the following requirements:
1. Only that portion of lakes which are within the legal description of the project shall be credited towards open space;
 2. Must be accessible to all residents/employees. Common access to natural lakes shall be at least equal to the minimum lot size established by the zoning districts or one-half (½) acre, whichever is greater.
- (3) *Category C open space.* Areas within a project, phase or tract which are classified as conservation areas (including mitigation area) pursuant to chapter 15, article X (conservation ordinance) shall be identified at the time of plan submission. Conservation areas shall qualify as open space. However, to ensure that conservation areas or mitigation areas which comprise a high percentage of a project or tract do not constitute the only open space for the project, the amount of open space credit shall be limited to no more than seventy-five (75) percent of the total open space required.
- (4) *Open space categories B and C.* Open space categories B and C cannot count more than seventy-five (75) percent of the total open space required for the project, phase or tract.
- (5) *Big box development open space.* All of the uses listed below may be credited towards meeting the minimum open space requirements if the performance standards are met, but shall not account for more than fifty (50) percent of the total open space required:
- a. All retention ponds, fenced or nonfenced, which are meant to fulfill a portion of the open space requirements, shall be designed as a project landscaping amenity. As such, they shall have curvilinear water edges which incorporate substantial curve off-sets along the water perimeter. Furthermore, all ponds shall incorporate a continuous row of drought-tolerant shrubs and understory trees along their top edge. Understory trees shall be planted at a rate of one (1) per twenty-five (25) feet of perimeter edge. Clustering of understory trees is acceptable.
 1. Nonfenced ponds may fulfill up to fifty (50) percent of the project's open space requirement, provided they meet the curvilinear requirements above. Decoratively-fenced ponds may fulfill up to fifty (50) percent of the project's open space requirements. However, the decorative fencing shall be constructed with black wrought iron-styled post and railing system, and incorporate landscaping along the exterior of the fencing. The post and railing system, while including a gated access system for pond maintenance purposes, shall incorporate masonry columns, minimum twenty-four (24) inches in diameter, spaced at a maximum of fifty (50) feet

on-center. The columns shall incorporate a decorative cap feature, and the surface (or veneer) and trim of the columns shall replicate those of the principal structure. Furthermore, the decoratively-fenced ponds shall incorporate the required shrubs and understory trees mentioned above along the exterior base of the fence.

2. Ponds which are fenced with chain link, or with any other system which fails to meet the decorative fence description above, shall not fulfill any of the required project open space.

(Ord. No. 92-42, § 1, 12-15-92; Ord. No. 2007-01, § 9, 3-20-07)

Appendix 6.I.

Laurie M. Perez

From: Paul H. Chipok
Subject: FW: Open Space Calculation
Attachments: 2015-11-17 Butler Bay Cluster Plan - Open Space REVISED.PDF

From: Jamie Poulos [<mailto:jpoulos@poulosandbennett.com>]
Sent: Wednesday, November 18, 2015 8:02 AM
To: Paul H. Chipok
Cc: 15-101 Windermere Country Club Redevelopment
Subject: Open Space Calculation

Paul – As you know based on the Orange County code below, there is no common open space required for Residential Cluster Districts with a density less than or equal to 1 unit per acre. Therefore, the original cluster plan would not have been required to provide any common open space.

(e) For residential cluster districts, common open space shall be provided as follows:

Gross Residential Density	% Common Open Space Required
Less than or equal to 1 unit/acre	None required
Greater than 1 unit/acre	10%

The 38% open space as shown on the original cluster plan layout, which would have accounted for 190.76 acres, in my opinion is just what was left over as non-residential development at that time. We have seen that often over the years where an architect or planner just puts some "site data" on the plan that is not code required or code related. In fact, the PSP for Butler Bay, which list the more code specific requirements, does not list anything regarding open space required or provided. Also, the BCC approval and conditions for the Cluster Plan does not say anything about open space required or provided.

Also, the 40% pervious area required on each specific lot within the Cluster Plan zoning would in fact meet the 38% overall open space that is listed on the cluster plan.

Please see the attached open space calculations based on copies of the existing plats and the proposed preliminary concept plan. The existing open space areas are approximated from the existing plats.

Thanks,
Jamie

	Unit 3N	Unit 3S	Unit 2	Unit 1	Chain Du Lac	Manor 1	Manor 2	Proposed Development*	TOTAL
Rec Area/Open Space				9.52			4.44	4.15	18.11
Landscape Tract						2.33	3.05	6.9	12.28
Landscape Buffer			0.39	1.41					1.8
Undeveloped Area In Lots 94/95								17.7	
Lake	17.96					1.33			19.29
Conservation Area	1.13	1.39			2.62	6.81	3.35	12.6	27.9
Stormwater Pond			3.76		1.82	5.04	1.46	33.83	45.91
TOTAL	19.09	1.39	4.15	10.93	4.44	15.51	12.3	75.18	125.29 ac
									25.0%

* Proposed Development does not include the area containing the existing Clubhouse area

Cluster Plan Gross Area 502 ac
38% Open Space of Gross Area of Cluster Plan 190.76 ac

Information on areas is approximated based on copies of plats.

Appendix 6.J.

Appendix 6.K.

Traffic Concurrency Analysis

Windermere Golf Property

PREPARED FOR

Bryari DeCunha
Windermere Country Club
271 Butler Bay Drive North
Windermere, FL 34786

PREPARED BY



225 East Robinson Street, Suite 300
Landmark Center Two
Orlando, FL 32801
407.839.4006

September 2015

000271

PROFESSIONAL ENGINEER ENDORSEMENT

I hereby certify that I am a registered professional engineer in the State of Florida practicing with VHB, Inc., a corporation, authorized to operate as an engineering business, Certification of Authorization No. 00003932, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and I have prepared or approved the methodology, analysis, conclusions and recommendations hereby reported for:

Project: Windermere Golf Property Traffic Impact Analysis

Location: Orange County, Florida

Client: Windermere Country Club

I acknowledge that the procedures and references used to develop the results contained in this report are standard to the professional practice of transportation engineering, as applied through professional engineering judgment and practical experience.

Name: Kevin T. Freeman, P.E.

P.E. Number: 76146

Date: October 4, 2015

Signature

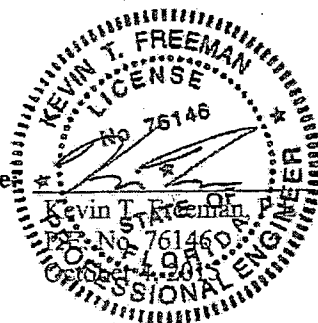




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1

Introduction

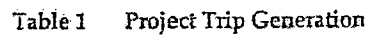
VHB has been retained to conduct a traffic concurrency analysis for the Windermere Golf Property residential project, located north of Lake Butler Boulevard in west Orange County, Florida. Figure 1 shows the project location. The analysis is in accordance with Orange County's methodology for traffic analysis and it quantifies both the existing traffic conditions along area roadways surrounding the site and the projected future traffic conditions expected for the Build condition (including development of the proposed site). This document provides a detailed description of the study methodology, analysis, and key findings.

Project Description

The proposed project consists of 95 single family homes. This traffic study analyzes the impacts of these single family units on the surrounding roadways. The site is bounded by Lake Butler Boulevard to the south and McKinnon Road to the west. Access to the site will be provided through multiple accesses on McKinnon Road and Lake Butler Boulevard. The project replaces an existing golf course currently operating as Windermere Country Club. The existing golf club has access on Butler Bay Drive North. This access is proposed to be closed and all buildings associated with the golf course to be removed.

Trip Generation

Table 1 summarizes the trip generation for the proposed development program. The daily and peak hour trips were calculated based on equations in the Institute of Transportation Engineers' *Trip Generation*, 9th Edition. The ITE Land Use Code 210 - Single Family Residential was deemed the most appropriate for the proposed development. As shown in Table 1, the proposed development is expected to generate 1,002 new daily trips, and 101 new PM peak hour trips.



Sources: ITE Trip Generation 9th Edition; ITE Trip Generation Handbook

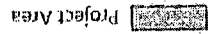


Figure 1.
Site Location Map

QUIA



Trip Distribution and Assignment

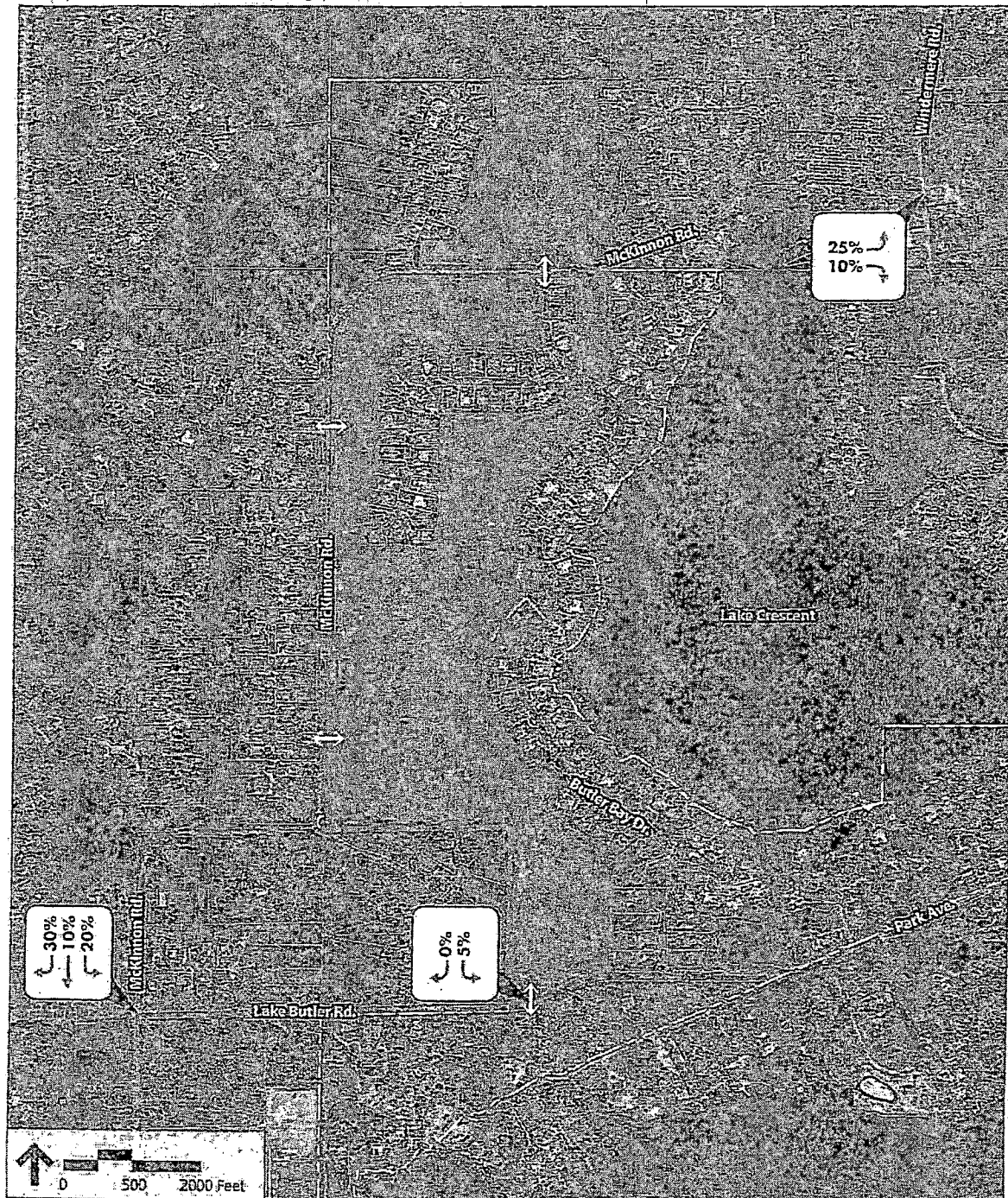
The distribution of site generated traffic is a function of population in surrounding areas, shopping opportunities, existing travel patterns, ease of access to the site, and traffic conditions on area roadways. In consideration of these factors the distribution of primary trips to and from the site is shown on Figure 2. This distribution was developed by observing traffic volumes on the surrounding roadway network with respect to larger roadway facilities and attraction based land uses. As shown in the figure, approximately 65 percent of trips are expected to arrive from the south and the remaining 35 percent of trips are expected to arrive from the north.

The site-generated traffic was assigned to the roadway network based on the above trip distribution.

Study Methodology and Study Area of Influence

The focus of this analysis is to evaluate the traffic flows and operating conditions on the roadways likely to be used by motorists to and from the project and the potential traffic impacts on these roadways. Per Orange County requirements, the analysis area for the project is defined as all directly impacted collector or arterial roadway segments within a one mile radius around the project site and out to 3% significance, as shown in Figure 1. Table 2 shows the significance calculation based on the PM peak hour project trips on the roadway segments that are within one mile of the project or are greater or equal to 3% of the minimum service volumes at the adopted Level of Service. Based on this review, the analysis area includes the following roadway segments:

- McKinnon Road from Lake Butler Boulevard to Windermere Road
- Windermere Road from Roberson Road to Maguire Road
- Lake Butler Boulevard from Winter Garden Vineland Road to Maguire Road





-  Project Area
-  Traffic Movement
- XX%** Traffic Distribution



Figure 2
Project Distribution Map

Bing Maps | <http://www.bing.com/maps>



Table 2 Project Traffic Significance Calculation

From	To	No. of Lanes	Min LOS	Total Capacity	Project Distrib.	Project Trips	% of Adopted Capacity	> 3% Significance?	Within 1 Mile Radius?	Within Study Area?
McKinnon Road*										
Lake Butler Boulevard	Project Driveway	2	D	740	60%	39	5.27%	Yes	Yes	Yes
Project Driveway	Windermere Road	2	D	740	35%	23	3.10%	Yes	Yes	Yes
Windermere Road										
Roberson Road	Maguire Road	2	D	740	25%	16	2.16%	No	Yes	Yes
Lake Butler Boulevard										
Winter Garden Vineland Road	Maguire Road	2	D	740	30%	20	2.70%	No	Yes	Yes

Source: Orange County Concurrency Management System, September 2015

*roadway is not in CMS – for informational purposes only

000281



2

Existing Conditions

Existing Roadway Segment Analysis

Table 3 summarizes the PM peak existing conditions roadway segment analysis within the analysis area. The roadway volumes and service capacities were obtained from the Orange County Concurrency Management System (CMS). A copy of the data provided by the County is included in the Appendix A. It should be noted that McKinnon Road is not currently listed in the Orange County CMS. Because of the multiple project entrances on McKinnon Road PM peak hour turning movement counts (TMC) were conducted at the intersections of McKinnon Road at Lake Butler Boulevard and Windermere Road. These traffic volumes were utilized to establish the existing condition level of service (LOS) based on the 2012 FDOT Quality/Level of Service Handbook, rural undeveloped area. This assignment is similar to the adjacent roadway network presented in the Orange County CMS. A countywide seasonal factor was applied to the TMC to present a theoretical standardized LOS. The TMC and seasonal factor data can be found in Appendix B.

Table 3 shows that all roadway segments within the analysis area currently have excess capacity based on existing PM peak hour volumes plus traffic from approved development (i.e., committed trips) when compared to the total service capacity.



From	To	No. of Lanes	AADT	Peak Hour Volume	Peak Direction	Min LOS	Total Capacity	Committed Trips	Available Capacity	LOS	Meets Standard?
McKinnon Road											
Lake Butler Blvd	Windermere Road	2	*N/A	166	EB	D	740	*N/A	574	B	Yes
Lake Butler Blvd											
Winter Garden Vineland Road	Maguire Road	2	6,685	402	EB	D	740	16	322	C	Yes
Windermere Road											
Roberson Road	Maguire Road	2	4,992	232	NB	D	740	6	502	C	Yes

* roadway is not in CMS – for informational purposes only



3

Future Conditions

To determine the impacts of the site-generated traffic volumes on the surrounding roadway network, future traffic conditions were analyzed. Anticipated site-generated traffic volumes were added to the existing traffic volumes plus the committed trips (No-Build) to reflect the build conditions in the study area.

Roadway Segment Analysis

The future build conditions roadway segment analysis was conducted for the proposed development. The total peak hour volumes were calculated by adding the site-generated trips to the existing traffic volumes plus the committed trips (No-Build). Table 4 shows that all roadway segments within the analysis area will continue to have excess capacity.

Roadway Trip Reduction

Although a trip reduction analysis is not included as part of this study, it is important to note that existing trips that currently access the golf course facility will no longer impact the surrounding roadway network once closure is in place. A TMC was conducted at the existing golf course driveways located on Butler Bay Drive North. During the PM peak hour condition 8 vehicles entered and 8 vehicles exited the golf course premises. An origin destination analysis was not conducted to determine if this traffic was part of internal capture to the community or "net new trips", however, it should be noted by closing the golf course facility by conversion to single family dwelling units a decrease in background traffic will occur to the surrounding roadway network.



Table 4 Future Build Conditions Roadway Segment Analysis

From	To	No. of Lanes	Min LOS	Existing Conditions					Future Conditions					
				Peak Hour Volume	Peak Direction	Total Capacity	Committed Trips	Available Capacity	Project Distribution	Project Direction	Project Trips	Total Peak Hour Volume	Available Capacity	Meets Standard?
McKinnon Road														
Lake Butler Blvd	Project Driveway	2	D	142	NB	740	*N/A	598	60%	In	39	181	559	Yes
Project Driveway	Windermere Road	2	D	165	EB	740	*N/A	575	35%	Out	13	178	562	Yes
Lake Butler Blvd														
Winter Garden Vineland Road	McKinnon Road	2	D	402	WB	740	16	322	30%	In	20	438	302	Yes
McKinnon Road	Maguire Road	2	D	402	EB	740	16	322	25%	Out	10	428	312	Yes
Windermere Road														
Roberson Road	McKinnon Road	2	D	232	NB	740	6	502	25%	Out	10	248	492	Yes
McKinnon Road	Maguire Road	2	D	232	NB	740	6	502	10%	In	7	245	495	Yes

Source: Orange County Concurrency Management System, September 2015

* roadway is not in CMS – for informational purposes only

000285



4

Conclusions

This traffic analysis has been prepared to evaluate the traffic impacts associated with the development of 95 single family homes within the Windermere Golf Property project along McKinnon Road.

The following is a summary of study findings:

- The existing conditions analysis shows that all roadway segments within the analysis area have excess capacity and operate within the adopted LOS standards. When the committed trips for each segment are added to the existing PM peak hour volumes, all of the segments continue to operate sufficiently.
- The proposed development is projected to generate 1,002 daily trips and 101 PM peak hour trips.
- With the addition of project traffic, all the roadway segments within the analysis area will continue to operate within the adopted LOS under the future Build conditions.

APPENDICES

APPENDIX A

Orange County Concurrency Management System Data



Orange County, Florida
Traffic Concurrency Management Program
Concurrency Link Information
APPLICATION # :

Num	From	To	Lgth	Maint Agency	A T	Function Class	Ln	AADT	PmPk	PkDir	Min Los	Total Cap	Comm Trips	Avail Cap*	Los
<i>Lake Butler Blvd</i>															
229	Winter Garden-Vineland Rd	Maguire Rd	3.04	Cnty	R	Collector	2	6,685	402	NB	D	740	16	322	C
<i>Windermere Rd</i>															
458.1	Roberson Rd	Maguire Rd	2.09	Cnty	R	Collector	2	4,392	232	NB	D	740	6	502	C

* It should be noted that the capacities indicated on this information sheet are a snapshot at this specific date and time. Available capacities are subject to change at any time.

APPENDIX B

Turning Movement Counts and Seasonal Factor Data

2014 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 7500 ORANGE COUNTYWIDE

WEEK	DATES	SF	MOCF: 0.98 PSCF
1	01/01/2014 - 01/04/2014	1.01	1.03
2	01/05/2014 - 01/11/2014	1.03	1.05
3	01/12/2014 - 01/18/2014	1.05	1.07
4	01/19/2014 - 01/25/2014	1.04	1.05
5	01/26/2014 - 02/01/2014	1.03	1.05
6	02/02/2014 - 02/08/2014	1.01	1.03
7	02/09/2014 - 02/15/2014	1.00	1.02
8	02/16/2014 - 02/22/2014	0.99	1.01
9	02/23/2014 - 03/01/2014	0.99	1.01
*10	03/02/2014 - 03/08/2014	0.98	1.00
*11	03/09/2014 - 03/15/2014	0.98	1.00
*12	03/16/2014 - 03/22/2014	0.98	1.00
*13	03/23/2014 - 03/29/2014	0.98	1.00
*14	03/30/2014 - 04/05/2014	0.98	1.00
*15	04/06/2014 - 04/12/2014	0.98	1.00
*16	04/13/2014 - 04/19/2014	0.98	1.00
*17	04/20/2014 - 04/26/2014	0.98	1.00
*18	04/27/2014 - 05/03/2014	0.98	1.00
*19	05/04/2014 - 05/10/2014	0.99	1.01
*20	05/11/2014 - 05/17/2014	0.99	1.01
*21	05/18/2014 - 05/24/2014	0.99	1.01
*22	05/25/2014 - 05/31/2014	0.99	1.01
23	06/01/2014 - 06/07/2014	1.00	1.02
24	06/08/2014 - 06/14/2014	1.00	1.02
25	06/15/2014 - 06/21/2014	1.01	1.03
26	06/22/2014 - 06/28/2014	1.01	1.03
27	06/29/2014 - 07/05/2014	1.01	1.03
28	07/06/2014 - 07/12/2014	1.02	1.04
29	07/13/2014 - 07/19/2014	1.02	1.04
30	07/20/2014 - 07/26/2014	1.02	1.04
31	07/27/2014 - 08/02/2014	1.01	1.03
32	08/03/2014 - 08/09/2014	1.00	1.02
33	08/10/2014 - 08/16/2014	1.00	1.02
34	08/17/2014 - 08/23/2014	0.99	1.01
35	08/24/2014 - 08/30/2014	1.00	1.02
36	08/31/2014 - 09/06/2014	1.00	1.02
37	09/07/2014 - 09/13/2014	1.01	1.03
38	09/14/2014 - 09/20/2014	1.01	1.03
39	09/21/2014 - 09/27/2014	1.01	1.03
40	09/28/2014 - 10/04/2014	1.00	1.02
41	10/05/2014 - 10/11/2014	0.99	1.01
42	10/12/2014 - 10/18/2014	0.99	1.01
43	10/19/2014 - 10/25/2014	0.99	1.01
44	10/26/2014 - 11/01/2014	1.00	1.02
45	11/02/2014 - 11/08/2014	1.01	1.03
46	11/09/2014 - 11/15/2014	1.02	1.04
47	11/16/2014 - 11/22/2014	1.02	1.04
48	11/23/2014 - 11/29/2014	1.02	1.04
49	11/30/2014 - 12/06/2014	1.02	1.04
50	12/07/2014 - 12/13/2014	1.01	1.03
51	12/14/2014 - 12/20/2014	1.01	1.03
52	12/21/2014 - 12/27/2014	1.03	1.05
53	12/28/2014 - 12/31/2014	1.05	1.07

* PEAK SEASON

09-MAR-2015 16:07:55

830UPD

5_7500_PKSEASON.TXT

Roadway Count Summary

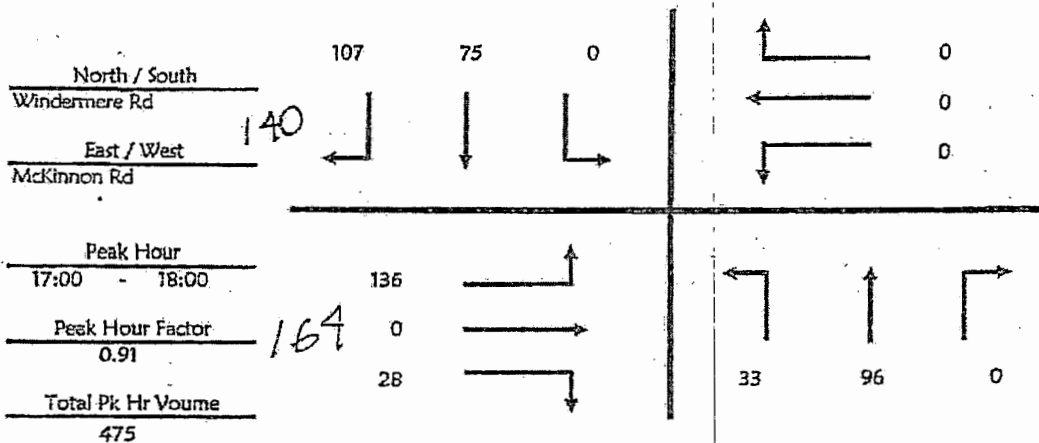
Vanasse Hangen Brustlin, Inc.

County Orange City Windermere
 Intersection Windermere Rd & McKinnon Rd
 Date September 8, 2015 All Vehicles
 Time Period 16:00 to 18:00

VHB Project #: 62395

Time Period	Northbound			Southbound		
	Left	Through	Right	Left	Through	Right
16:00 - 16:15	6	18	0	0	23	15
16:15 - 16:30	6	23	0	0	12	13
16:30 - 16:45	6	18	0	0	21	23
16:45 - 17:00	7	21	0	0	17	26
17:00 - 17:15	4	18	0	0	18	26
17:15 - 17:30	8	32	0	0	20	28
17:30 - 17:45	10	21	0	0	23	28
17:45 - 18:00	11	25	0	0	14	25
	58	176	0	0	148	184

Time Period	Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right
16:00 - 16:15	25	0	3	0	0	0
16:15 - 16:30	21	0	2	0	0	0
16:30 - 16:45	28	0	8	0	0	0
16:45 - 17:00	36	0	6	0	0	0
17:00 - 17:15	32	0	4	0	0	0
17:15 - 17:30	31	0	11	0	0	0
17:30 - 17:45	33	0	9	0	0	0
17:45 - 18:00	40	0	4	0	0	0
	246	0	47	0	0	0



Roadway Count Summary

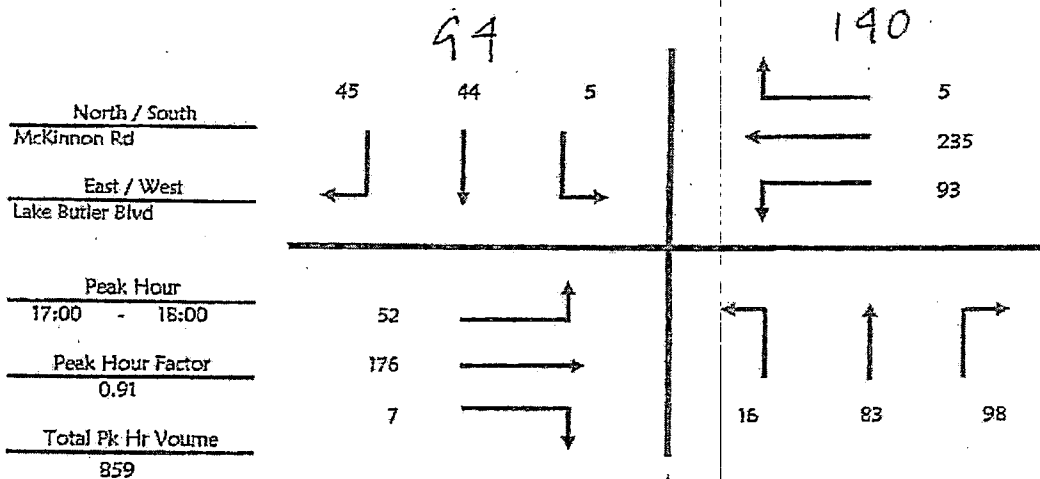
Vanasse Hangen Brustlin, Inc.

County Orange City Windermere
 Intersection McKinnon Rd & Lake Butler Blvd
 Date September 8, 2015 All Vehicles
 Time Period 16:00 to 18:00

VHS Project #: 62395

Time Period	Northbound			Southbound		
	Left	Through	Right	Left	Through	Right
16:00 - 16:15	3	11	18	3	6	8
16:15 - 16:30	5	19	24	1	8	8
16:30 - 16:45	4	22	14	1	8	10
16:45 - 17:00	5	22	21	1	15	9
17:00 - 17:15	5	19	21	2	6	10
17:15 - 17:30	4	21	22	1	17	8
17:30 - 17:45	2	23	25	1	12	18
17:45 - 18:00	5	20	30	1	9	9
	33	157	175	11	81	80

Time Period	Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right
16:00 - 16:15	11	47	0	20	52	2
16:15 - 16:30	10	39	2	22	55	1
16:30 - 16:45	10	38	1	18	50	3
16:45 - 17:00	8	35	1	16	53	2
17:00 - 17:15	4	28	2	23	62	1
17:15 - 17:30	12	53	2	32	63	1
17:30 - 17:45	18	45	1	15	57	2
17:45 - 18:00	18	50	2	23	53	1
	91	335	11	169	445	13





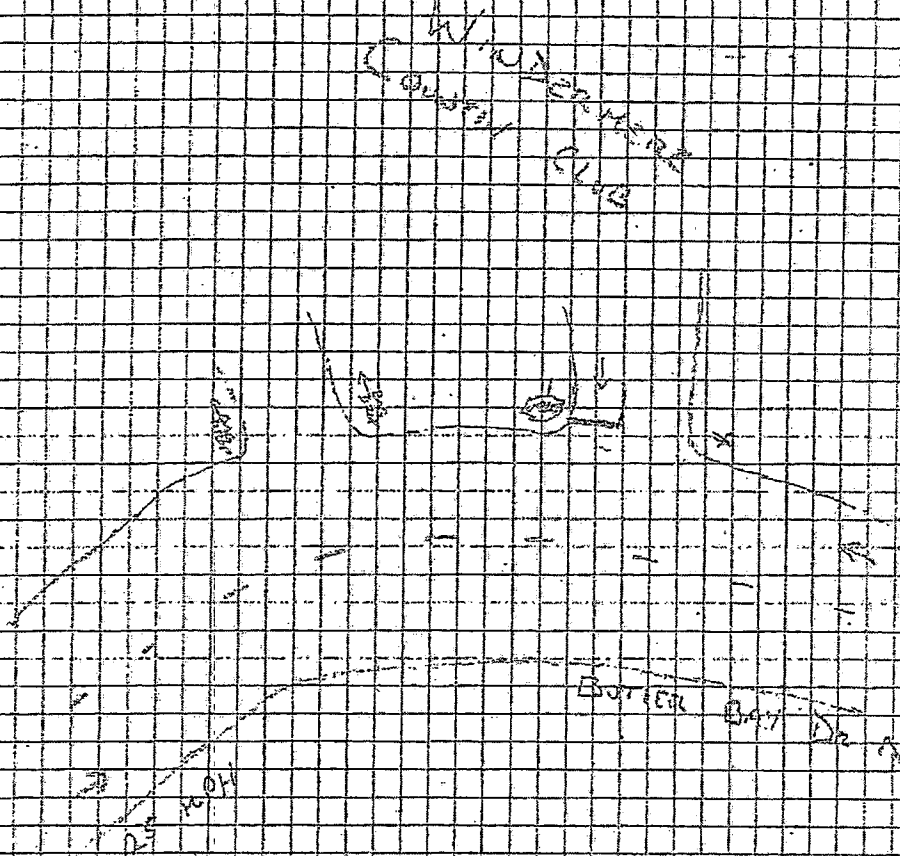
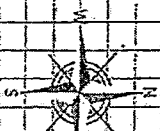
CAHCA 58902 44

Additional Notes & Observations:

Date: 9/8/15
Project: 62395.00
Name: Jesse

SPEED LIMITS MUST BE LISTED FOR
FOR TRAFFIC ENTERING INTERSECTION

Intersection sketch



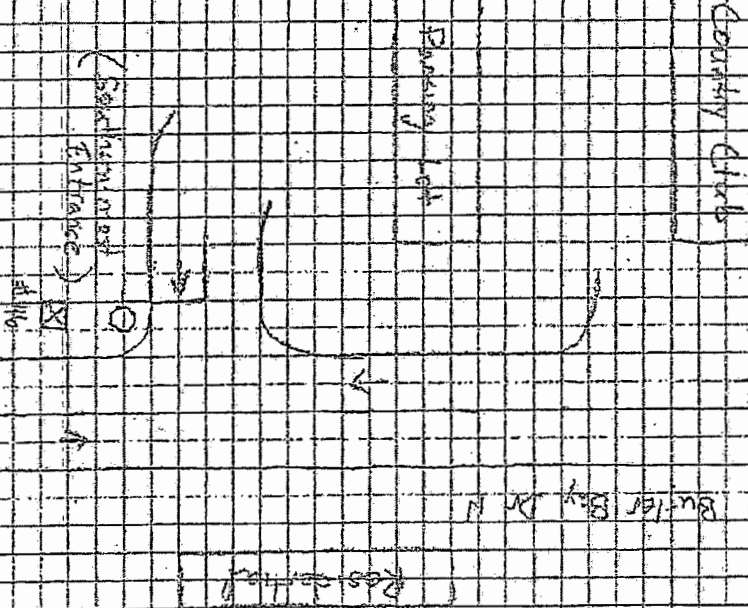


7. CAM 46

Additional Notes & Observations

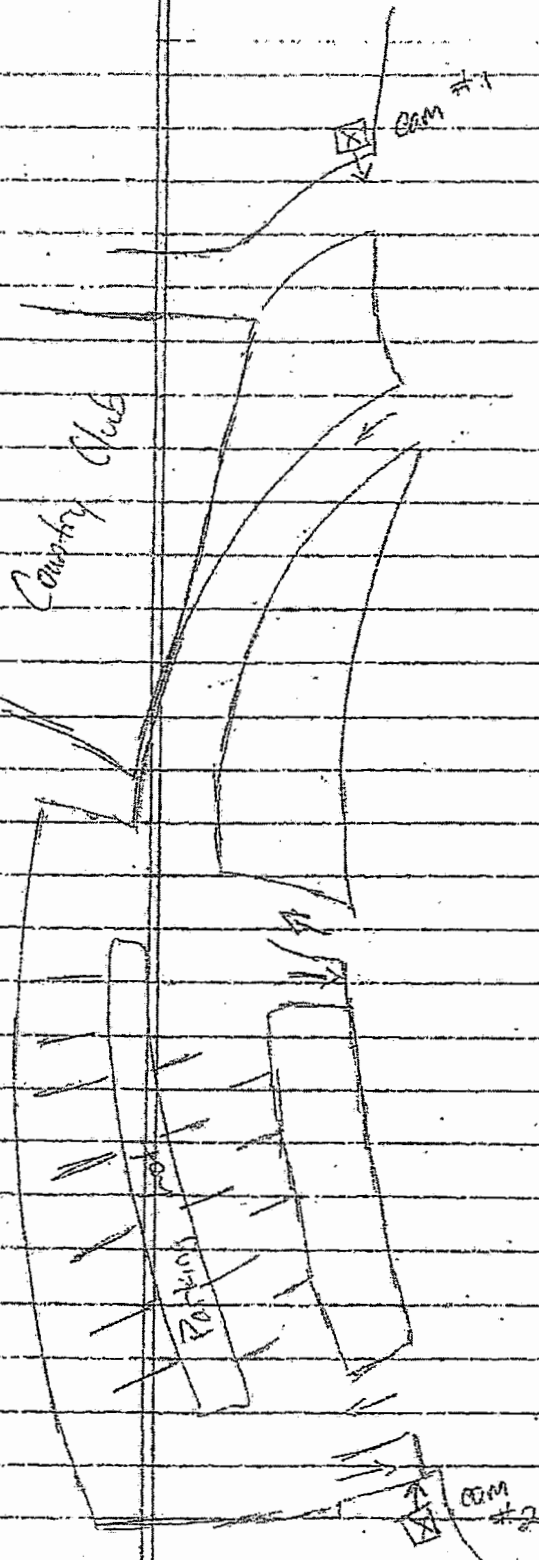
Date: 9/8/15
Project: 62395.00
Name: Michael

SPEED LIMITS MUST BE LISTED FOR
FOR TRAFFIC ENTERING INTERSECTION



Intersection Sketch

Location #7



- We tried to get a view of
the two inner entrances w/
the two camera placements.

IN

OUT

04:00 PM

04:15 PM

04:30 PM

04:45 PM

05:00 PM

05:15 PM

05:30 PM

05:45 PM

07:00 AM

07:15 AM

07:30 AM

07:45 AM

08:00 AM

08:15 AM

08:30 AM

08:45 AM

CAMERA SETUP 44

ENTRANCE #1

IN

OUT

04:00 PM

04:15 PM

04:30 PM

04:45 PM

05:00 PM

05:15 PM

05:30 PM

05:45 PM

07:00 AM

07:15 AM

07:30 AM

07:45 AM

08:00 AM

08:15 AM

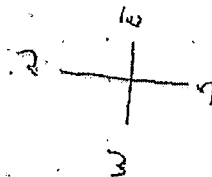
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08:45 AM

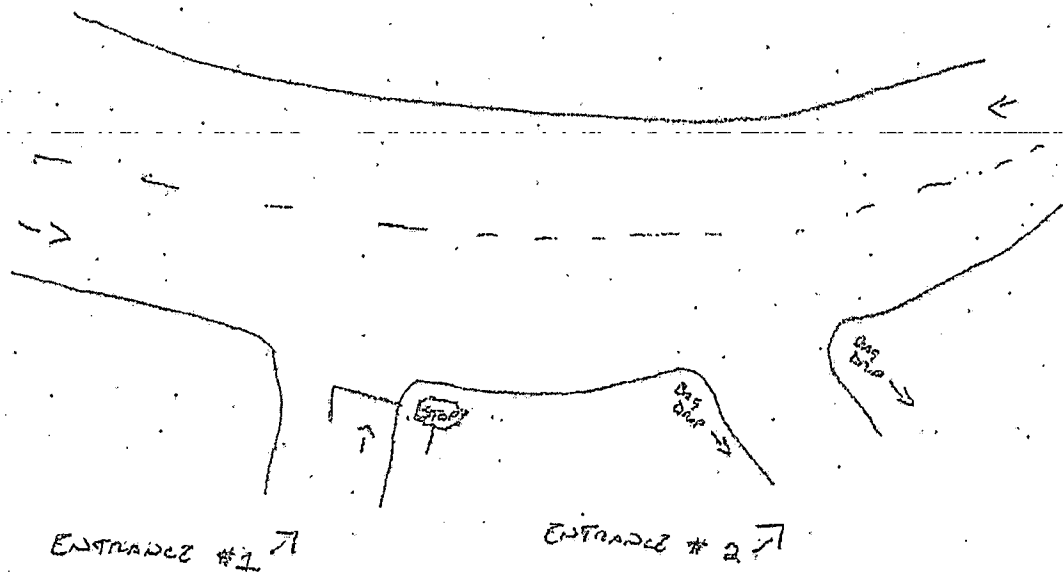
CAMERA SETUP #14

ENTRANCE #2

CAMERA SETUP 44



000299



IN

OUT

04:00 PM

04:15 PM

04:30 PM

04:45 PM

05:00 PM

05:15 PM

05:30 PM

05:45 PM

07:00 AM

07:15 AM

07:30 AM

07:45 AM

08:00 AM

08:15 AM

08:30 AM

08:45 AM

CANORA SETOP 46

Appendix 6.L.

CASE # RZ-15-10-038

Commission District: # 1

GENERAL INFORMATION

APPLICANT	Jamie T. Poulos, Poulos & Bennett, LLC
OWNER	Windermere Country Club
HEARING TYPE	Planning and Zoning Commission
PROJECT NAME	Butler Bay Cluster Plan
REQUEST	R-CE-C (Country Estate Cluster District) to R-CE-C (Country Estate Cluster District) <i>To amend the existing Butler Bay Cluster Plan and rezone two (2) parcels consisting of 155.00 gross acres from R-CE-C to R-CE-C, in order to redevelop the existing Windermere Golf Course and Club House with 95 single-family detached residential homes on minimum 1/2-acre lots.</i>
LOCATION	2710 and 2730 Butler Bay Dr. North; or generally located north of Lake Butler Boulevard, east of McKinnon Road, southeast of Lake Roberts, and west of Lake Crescent
PARCEL ID NUMBERS	01-23-27-1108-00-001 and 01-23-27-1117-00-001
PUBLIC NOTIFICATION	The notification area for this public hearing extended beyond 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Five-hundred twenty-three (523) notices were mailed to those property owners in the mailing area. A community meeting was also held for this application on October 13, 2015 at Windermere Elementary School (<i>refer to meeting summary on page 6</i>).
TRACT SIZE	155.00 gross acres
PROPOSED USE	Ninety-five (95) single-family lots with one (1) detached residential home per lot.

STAFF RECOMMENDATION

DRC RECOMMENDATION – (October 21, 2015)

Make a finding of inconsistency with the Comprehensive Plan and recommend DENIAL of the amended Butler Bay Cluster Plan and requested R-CE-C (Country Estate Cluster District) zoning.

Should the Planning and Zoning Commission (PZC) make a finding of consistency with the Comprehensive Plan and recommend APPROVAL of the Butler Bay Cluster Plan and requested R-CE-C (Country Estate Cluster District) zoning, the following restrictions were recommended by the DRC:

1. Development shall conform to the Butler Bay Cluster Plan dated " November 10, 2015" and shall comply with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. Accordingly, the Cluster Plan may be developed in accordance with the uses, densities, and intensities described in such Cluster Plan, subject to those uses, densities, and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state, and county laws, ordinances, and regulations, except to the extent that any applicable county laws, ordinances, or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities, or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities, or intensities. In the event of a conflict or inconsistency between a condition of approval of this cluster plan and the cluster plan dated "November 10, 2015" the condition of approval shall control to the extent of such conflict or inconsistency.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to

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Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. A minimum 50' foot buffer shall be required along all existing lots.
5. The minimum living area of any single unit shall be 2,400 square feet.
6. The Developer shall obtain water service from Orange County Utilities. The Developer shall connect to Orange County's reclaimed water system to provide irrigation for this development if required at the time of PSP review
7. The following Education Condition of Approval shall apply:
 - a. Developer shall comply with all provisions of the Capacity Enhancement Agreement approved by the Orange County School Board on MM/DD/YYYY.
 - b. Upon the County's receipt of written notice from Orange County Public Schools that the developer is in default or breach of the Capacity Enhancement Agreement, the County shall immediately cease issuing building permits for any residential units in excess of the ## residential units allowed under the zoning existing prior to the approval of zoning. The County may again begin issuing building permits upon Orange County Public Schools' written notice to the County that the developer is no longer in breach or default of the Capacity Enhancement Agreement. The developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, shall indemnify and hold the County harmless from any third party claims, suits, or actions arising as a result of the act of ceasing the County's issuance of residential building permits.
 - c. Developer, and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, agrees that it shall not claim in any future litigation that the County's enforcement of any of these conditions are illegal, improper, unconstitutional, or a violation of developer's rights.
 - d. Orange County shall be held harmless by the developer and its successor(s) and/or assign(s) under the Capacity Enhancement Agreement, in any dispute between the developer and Orange County Public Schools over any interpretation or provision of the Capacity Enhancement Agreement.
8. A Master Utility Plan (MUP) shall be submitted to Orange County Utilities at least 30 days prior to submittal of the first set of construction plans. The MUP must be approved prior to construction plan approval.
9. All acreages identified as conservation areas and wetland buffers are considered approximate until finalized by a Conservation Area Determination (CAD) and Conservation Area Impact (CAI) Permit. Approval of this plan does not authorize any direct or indirect conservation area impacts.
10. Prior to mass grading, clearing, grubbing or construction, the applicant is hereby noticed that this site must comply with habitat protection regulations of the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish & Wildlife Conservation

Commission (FWC).

11. No activity will be permitted on the site that may disturb, influence, or otherwise interfere with: areas of soil or groundwater contamination, or any remediation activities, or within the hydrological zone of influence of any contaminated area, unless prior approval has been obtained through the Florida Department of Environmental Protection (FDEP) and such approval has been provided to the Environmental Protection Division of Orange County. An owner/operator who exacerbates any existing contamination or does not properly dispose of any excavated contaminated media may become liable for some portion of the contamination pursuant to the provisions in section 376.308, F.S.

IMPACT ANALYSIS

Land Use Compatibility

The subject property is currently zoned R-CE-C (Country Estate Cluster District) and is developed as the Windermere Golf Course and Country Club and is immediately surrounded by single-family residential homes on ½-acre lots. Through this request, the applicant is seeking to amend the previously approved Butler Bay Cluster Plan in order to redevelop the subject 155.00-acre private golf course and country club with up to 95 single-family detached residential homes on minimum ½-acre lots.

Although the proposed use is compatible and consistent with the surrounding single family development within the Butler Bay Subdivision, it would adversely impact existing adjacent property owners who knowingly purchased lots and homes adjacent to planned open space and recreational areas.

Additionally, as a result of all development and access rights being previously conveyed to Orange County through the recorded Butler Bay Unit III plat and a recorded Agreement between the original developer and the County, there was a reasonable expectation by the community that the property would remain undeveloped in perpetuity.

Comprehensive Plan (CP) Consistency

The subject property is located within the West Windermere Rural Settlement and has a CP Future Land Use Map (FLUM) designation of RS 1/1 (Rural Settlement 1/1). This designation recognizes areas suitable for large lot, single family development at a maximum residential density of one (1) dwelling unit per developable acre.

The requested R-CE-C zoning is consistent with the underlying RS 1/1 FLUM designation and also allows a maximum residential density of one (1) dwelling unit per developable acre. However, the R-CE-C zoning allows residential lots to be "clustered" with minimum ½-acre lots.

Notwithstanding the concerns with existing plat restrictions and previous developer commitments, the following Comprehensive Plan (CP) provisions are applicable to the requested R-CE-C zoning, and may be considered for purposes of determining consistency:

OBJ FLU8.2 states that compatibility will continue to be the fundamental consideration in all land use and zoning decisions.

FLU8.1.1 states that the zoning and future land use correlation shall be used to determine consistency with the Future Land Use Map. Land use compatibility, the location, availability and capacity of services and facilities, market demand, and environmental features shall also be used in determining which specific zoning district is most appropriate. Density is restricted to the maximum and minimum allowed by the Future Land Use Map designation regardless of zoning. Density shall be calculated by the total number of units divided by developable land. (Nature lakes and designated Conservation Areas are excluded from the gross land area.)

FLU8.2.1 states that land use changes shall be required to be compatible with the existing development and development trend in the area. Performance restrictions and/or conditions may be placed on property through the appropriate development order to ensure compatibility. No restrictions or conditions shall be placed on a Future Land Use map change.

OBJ FLU6.2 states Rural Settlements provide for a rural residential lifestyle. In some instances, Rural Settlements allow a transition of rural areas adjacent to the Urban Service Area while avoiding development in active agricultural areas. Rural Settlements were intended to recognize and preserve existing development patterns at the time the CP was adopted in 1991. The creation of Rural Settlements recognized the need to maintain agricultural areas and rural uses in the rural services area while providing for rural communities.

FLU6.2.1 states that Rural Settlements were implemented to recognize communities that existed at the time of the 1991 CPP adoption. This policy change is being implemented as part of this update's strategy to focus development within the County's USA and discourage the proliferation of extended Rural Settlement boundaries. In addition this policy will allow time for vacant and committed lands within existing Rural Settlements to develop as a means of satisfying this style of living.

FLU6.2.5 states that the permitted densities and intensities of land use within the Rural Settlements shall maintain their rural character. Factors to be considered shall include lot size, open space and views, tree canopy, building location and orientation, and compatibility with existing land uses. Density and Floor Area Ratio (FAR) calculation shall be defined as the language specified in Future Land Use Element Policy FLU1.1.2(C).

FLU6.2.6 The Future Land Use Map shall reflect the permitted densities of development within the Rural Settlements. Clustering of units with dedicated open space shall be allowed so long as the overall density does not exceed that specified on the Future Land Use Map. Density and Floor Area Ratio (FAR) calculations shall be defined as the language specified in the Future Land Use Element Policy FLU1.1.2(C). (Added 8/92, Ord. 92-24; Amended 8/93, Ord. 93-19; Amended 6/10, Ord. 10-07, Policy 1.1.11)

Clustering shall be supported to maintain the rural character through preservation of

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open space and lot layout and design. Generally recognized and accepted conservation subdivisions can be used where they minimize impacts on areas with rural character provided their use is consistent with the overall intent of Rural Settlement boundaries.

Clustering, with permanent protection of open space, shall be encouraged or required for all new development and redevelopment within the Wekiva Study Area, based on location, i.e., Urban Service Area, Rural Service Area, Rural Settlement, Growth Center and overall project acreage. The County shall evaluate incentives to further the implementation of open space preservation and maximum impervious surface ratios and include these in the Land Development Code by January 1, 2007.

GOAL OS1 It is a goal of Orange County to protect and preserve valuable open space resources.

Community Meeting Summary

A community meeting was held on October 13, 2015 at Windermere Elementary School. Excluding the applicant and various Orange County staff, 191 residents were in attendance. Community residents were adamantly opposed to the request to amend the Butler Bay Cluster Plan and redevelop the existing private golf course and country club. Issues raised included, the perception of incompatibility; the expectation of maintained open space and recreational areas; increased traffic; stormwater runoff (including impacts to surrounding lakes); and general mistrust of the existing property owner.

SITE DATA

Existing Use	Windermere Golf Course and Country Club
Adjacent Zoning	N: A-1 (Citrus Rural District) (1957)
	E: R-CE-C (Country Estate Cluster District) (1985)
	R-CE-C (Country Estate Cluster District) (2000)
	W: A-1 (Citrus Rural District) (1957)
	R-CE-C (Country Estate Cluster District) (1985)
	R-CE (Country Estate District) (1971)
	PD (Planned Development District, Windermere Estates) (1994)
	R-CE (Country Estate District) (1986)
	S: R-CE-C (Country Estate Cluster District) (1985)

Adjacent Land Uses N: Single-family residential
E: Single-family residential
W: Single-family residential
S: Single-family residential

R-CE-C (COUNTRY ESTATE CLUSTER DISTRICT) DEVELOPMENT STANDARDS

R-CE-C District Summary *

Min. Lot Area:	1/2 acre (21,780 sq. ft.)
Min. Lot Width:	100 ft.
Max. Height:	2-story / 35 ft.
Min. Living Area:	2,400 sq. ft. (as proposed)
Max. Lot Coverage:	60%

Building Setbacks:	
Front:	30 ft.
Rear:	25 ft.
Side:	10 ft.
Side Street:	15 ft.

* These regulations may not reflect the actual requirements for all situations; see the Orange County Zoning Code for actual regulations for site requirements for this zoning district.

Permitted Uses

The intent and purpose of the R-CE-C zoning district is to provide an alternative approach to residential development under specified residential zoning districts. The R-CE-C district enhances the living environment through the creation of permanent open space and provides flexibility in lot size, housing styles and building placement for a variety in development design compatible with abutting development. The district maintains gross densities compatible with and equal to those possible under the conventional zoning.

Specific uses shall be identified by the letter "P" in the use table set forth in Section 38-77 of the Orange County Code and single-family dwellings, home occupations (as defined in Sec. 38-1 of the Orange County Code), citrus and fruit crop cultivations, etc.

SPECIAL INFORMATION

Subject Property Analysis

The subject 155.00 gross acre property is located at 2710 and 2730 Butler Bay Drive North and is currently developed as the Windermere Golf Course and Country Club. Though this request, the applicant is seeking to rezone from R-CE-C (Country Estate Cluster District) to R-CE-C (Country Estate Cluster district) in order to redevelop the

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subject property into 95 single-family detached residential homes on minimum ½-acre lots. Consistent with the underlying Rural Settlement 1/1 Future Land Use Map (FLUM) designation and R-CE-C zoning, residential density would be limited to 1.0 unit per developable acre, with a minimum lot size of a half (1/2) acre.

Comprehensive Plan (CP) Amendment

A CP amendment is not required for this application, as the requested zoning is consistent with the underlying Rural Settlement 1/1 (RS 1/1) Future Land Use Map (FLUM) designation.

State of Florida Notice

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

Rural Settlement

The subject property is located within the West Windermere Rural Settlement.

Joint Planning Area (JPA)

The subject property is not located within a JPA.

Overlay District Ordinance

The subject property is not located within an Overlay District.

Airport Noise Zone

The subject property is not located in an Airport Noise Zone.

Environmental

Wetlands and surface waters are located on site. An Orange County Conservation Area Determination application CAD-15-08-106 was submitted on August 11, 2015 and it is in progress. The CAD must be completed with a certified survey of the conservation area boundary approved by the Environmental Protection Division (EPD) prior to submitting any development plan or permit application.

No construction, clearing, filling, alteration or grading is allowed within or immediately adjacent to a conservation area without first obtaining permission from EPD. Reference Orange County Code Chapter 15, Article X, Section 15-376. Approval of this request does not authorize any direct or indirect impacts to conservation areas or protective buffers. The recorded subdivision plat shows mitigation areas and conservation easements that have to be respected or vacated.

Development of the subject property shall comply with all state and federal regulations regarding wildlife and plants listed as endangered, threatened, or species of special concern. The applicant is responsible to determine the presence of listed species and obtain any required habitat permits from the U.S. Fish and Wildlife Service (USFWS)

and/or the Florida Fish & Wildlife Conservation Commission (FWC).

This project site has a prior land use that may have resulted in spillage of petroleum products, fertilizer, pesticide or herbicide. Prior to the earlier of platting, demolition, site clearing, grading, grubbing, review of mass grading or construction plans, the applicant shall provide documentation to assure compliance with the Florida Department of Environmental Protection (FDEP) regulation 62-777 Contaminant Cleanup Target Levels, and any other contaminant cleanup target levels found to apply during further investigations, to the Orange County Environmental Protection and Development Engineering Divisions.

If a septic system is required or in use, the applicant shall notify the Florida Department of Health (FDOH), Environmental Health Division, about the septic system permit application, modification or abandonment. Residential lots shall be configured to meet requirements of the Individual On-Site Sewage Disposal Ordinance regarding setbacks, lot size, soils and elevations. Reference Orange County Code Chapter 37, Article XVII.

Transportation / Access

Based on the Concurrency Management System database dated August 31, 2015, capacity is available to be encumbered for this project. This information is dated and is subject to change.

Based on the 9th Edition of ITE, the proposed development will generate 1,002 daily and 100 PM peak hour trips. The applicant will be required to obtain an approved Capacity Encumbrance Letter (CEL) prior to obtaining a building permit. A traffic study will also be required for review and approval by Transportation Planning Division.

Code Enforcement

There are no active code enforcement violations.

Water / Wastewater / Reclaim

Water:	<u>Existing service or provider</u> Orange County Utilities	A 24-inch water main is located in the Mckinnon Road right of way abutting the site.
Wastewater:	Orange County Utilities	The nearest wastewater main is a four inch force main located on Mckinnon Road at Casabella Drive. There is 6 inch force main located on Lake Whitney Drive at Longmeadow Way
Reclaim Water:	Orange County Utilities	The nearest reclaimed water main is an 8-inch main located on Mckinnon Road at Lake Butler Blvd.

Schools

The applicant is working with Orange County Public Schools (OCPS) to address potential public school capacity issues. The applicant and/or their successor(s) in interest shall comply with the terms of any Capacity Enhancement Agreement (CEA) entered into for this project.

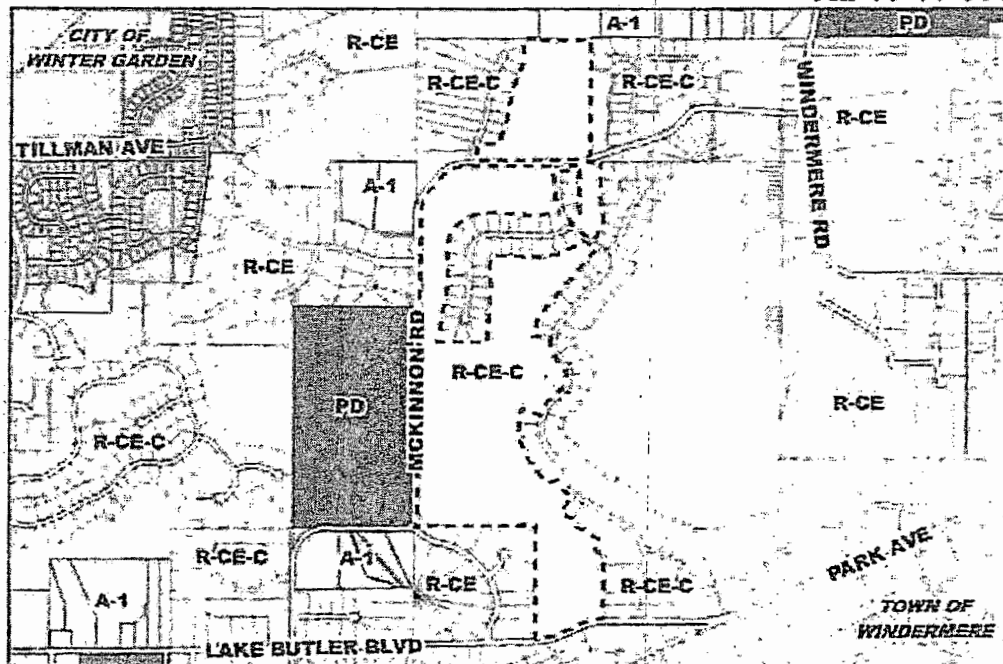
Parks and Recreation

The Parks and Recreation Division reviewed the request, but did not provide any objections.


Specific Project Expenditure Report and Relationship Disclosure Form

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Planning Division.

RZ-15-10-038



 Subject Property

 Subject Property

ZONING MAP

ZONING: R-CE-C (Country Estate Cluster District) to
 R-CE-C (Country Estate Cluster District)

APPLICANT: Jamie Poulos, Poulos and Bennett, LLC

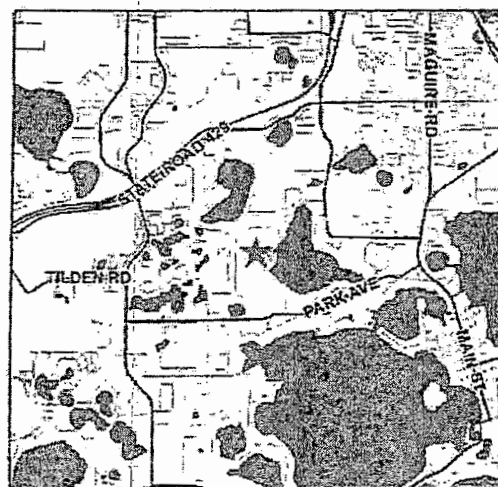
LOCATION: 2710 and 2730 Butler Bay Drive North; or
 generally located north of Lake Butler
 Boulevard, between McKinnon Road and
 Butler Bay Drive North, and southeast of
 Lake Roberts

TRACT SIZE: 155.00 gross acres

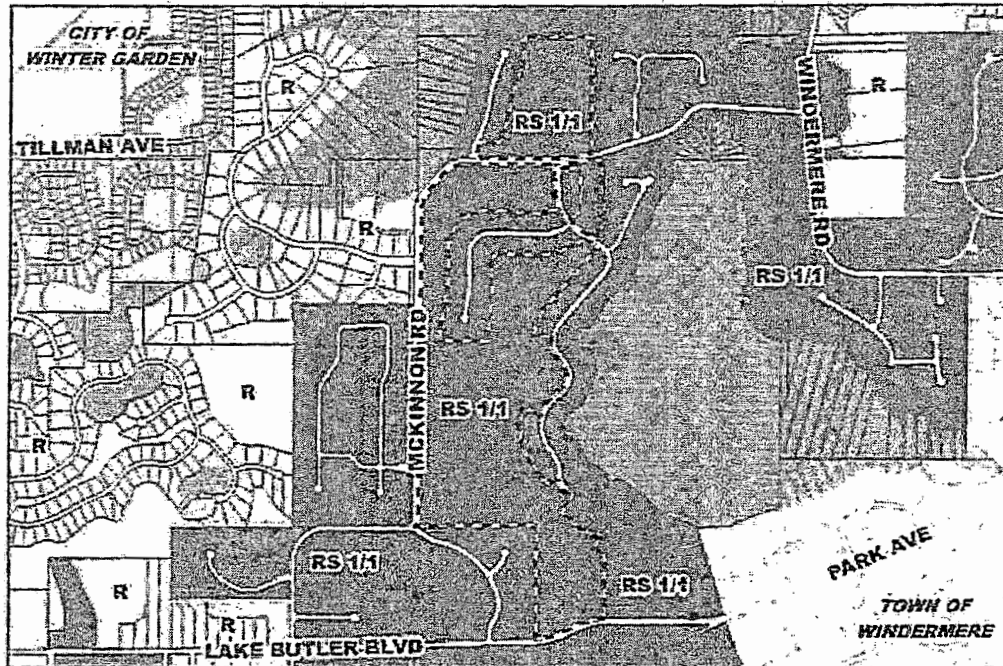
DISTRICT: # 1

S/T/R: 01/23/27

1 inch = 1,399 feet



RZ-15-10-038



 Subject Property



★ Subject Property

Future Land Use Map

FLUM: Rural Settlement 1/1 (RS 1/1)

APPLICANT: Jamie Poulos, Poulos and Bennett, LLC

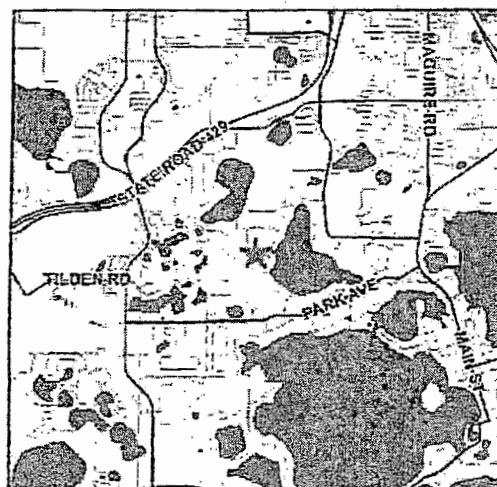
LOCATION: 2710 and 2730 Butler Bay Drive North; or generally located north of Lake Butler Boulevard, between McKinnon Road and Butler Bay Drive North, and southeast of Lake Roberts

TRACT SIZE: 155.00 gross acres

DISTRICT: # 1

S/T/R: 01/23/27

1 inch = 1,399 feet



RZ-15-10-038



Butler Bay Cluster Plan / Cover Sheet

Cluster Plan
for
Lake Butler Bay Cluster Development Plan

KZ-15-10-038
(Orange County, FL)

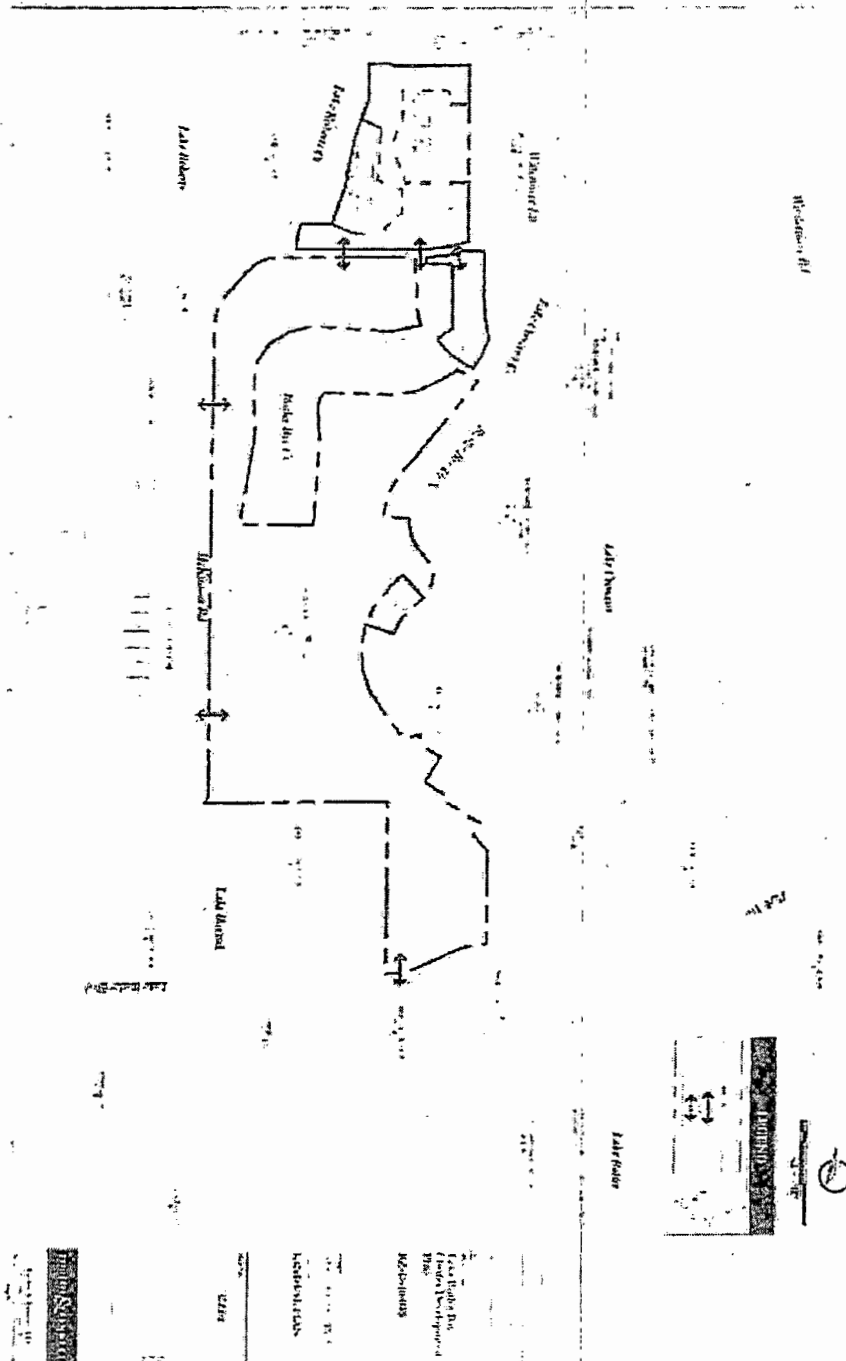
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THE UNIVERSITY OF CHICAGO

Butler Bay Cluster Plan



Butler Bay Cluster Plan (Site Datum)

LAND USE & SITE DATA SUMMARY

Property Owner	Parcel ID	Acres	Current Zoning	Proposed Zoning	Current Use	Proposed Use	Current Density	Proposed Density	Current Area (sq ft)	Proposed Area (sq ft)
Butler Bay	123456	1.2	Residential	Residential	Residential	Residential	100	100	10000	10000

Property Owner	Parcel ID	Acres	Current Zoning	Proposed Zoning	Current Use	Proposed Use	Current Density	Proposed Density	Current Area (sq ft)	Proposed Area (sq ft)
Butler Bay	123456	1.2	Residential	Residential	Residential	Residential	100	100	10000	10000

Property Owner	Parcel ID	Acres	Current Zoning	Proposed Zoning	Current Use	Proposed Use	Current Density	Proposed Density	Current Area (sq ft)	Proposed Area (sq ft)
Butler Bay	123456	1.2	Residential	Residential	Residential	Residential	100	100	10000	10000

EXISTING AND PROPOSED LAND USES

1. Existing land use is residential. Proposed land use is residential.
2. Existing land use is residential. Proposed land use is residential.
3. Existing land use is residential. Proposed land use is residential.
4. Existing land use is residential. Proposed land use is residential.
5. Existing land use is residential. Proposed land use is residential.

EXISTING AND PROPOSED LAND USES

1. Existing land use is residential. Proposed land use is residential.
2. Existing land use is residential. Proposed land use is residential.
3. Existing land use is residential. Proposed land use is residential.
4. Existing land use is residential. Proposed land use is residential.
5. Existing land use is residential. Proposed land use is residential.

EXISTING AND PROPOSED LAND USES

Existing land use is residential. Proposed land use is residential.

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Existing land use is residential. Proposed land use is residential.

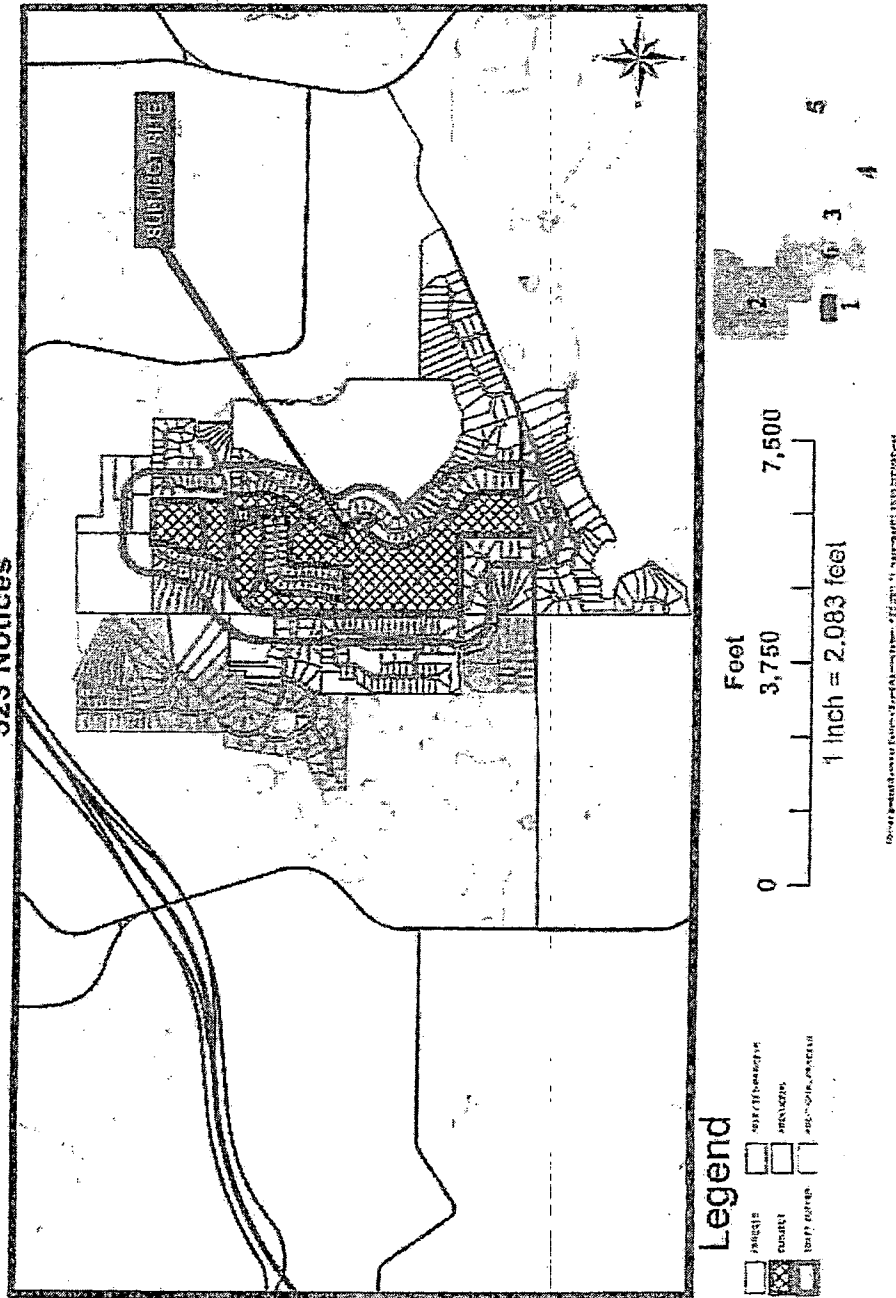
Existing land use is residential. Proposed land use is residential.

Existing land use is residential. Proposed land use is residential.

Existing land use is residential. Proposed land use is residential.

Notification Map

Public Notification Map
 RZ-15-10-038
 523 Notices



Appendix 6.M.

Sec. 34-209. - Roadway screen walls.

A six-foot high masonry wall shall be provided to separate residential subdivisions from all adjacent roadways whose average daily traffic volumes are projected to exceed eight thousand (8,000) vehicles within five (5) years of the date of approval of the preliminary subdivision plan. The wall shall not be located within roadway right-of-way.

(Ord. No. 94-4, § 1(Exh. A), 2-8-94; Ord. No. 2000-14, § 1, 6-27-00)

Appendix 6.N.

GRANT OF EASEMENT FOR INGRESS, EGRESS AND UTILITIES

THIS GRANT OF EASEMENT FOR INGRESS, EGRESS AND UTILITIES (the "Grant of Easement") is made and entered into this 27th day of December, 1988, by BUTLER BAY ASSOCIATION, INC., a Florida corporation not for profit ("Grantor") for the benefit of FLORIDA COUNTRY CLUBS, INC., a Florida corporation ("Grantee"), and its successors and assigns.

WITNESSETH:

WHEREAS, Grantor is seized in fee simple of certain land (the "Grantor's Parcel") in Orange County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Grantee is seized in fee simple of certain land (the "Grantee's Parcel") in Orange County, Florida, more particularly described on Exhibit "B" attached hereto and made a part hereof, contiguous to the Grantor's Parcel, title to the Grantee's Parcel having been conveyed to Grantee from Westco Development, Inc., a Florida corporation, on even date herewith; and

WHEREAS, Grantor has agreed to grant to Grantee a non-exclusive, perpetual easement for ingress and egress and utilities over Grantor's Parcel for the purposes and in the manner expressed herein;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor does hereby grant to Grantee, its successors and assigns, a non-exclusive, perpetual easement for ingress and egress and utilities upon, over, under, and across the Grantor's Parcel. This Easement shall run with the land and be appurtenant to the Grantee's Parcel and is given for the sole purposes of (i) ingress and egress by Grantee, its tenants, servants, visitors, licensees, invitees, customers, and such others who may have reason to come to the Grantee's Parcel and (ii) running utility pipes, lines, and conduits to the Grantee's Parcel. Grantee understands and acknowledges that such easement shall be non-exclusive and shall not be construed as an easement given to the exclusion of Grantor, its successors and assigns, or to others previously or subsequently granted similar easement rights.

Grantee, its successors and assigns, shall have no obligation or duty to improve, pave, maintain, or repair the Grantor's Parcel or to contribute toward the improvement, paving, maintenance, or repair thereof, except to the extent that Grantee shall damage any existing paving or other improvements on the Grantor's Property by installing any utility pipes, lines, or conduits thereon or thereunder.

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement on the day and year first above-written.

WITNESSES:

BUTLER BAY ASSOCIATION, INC.
a Florida corporation not for profit

By:

Dennis Quinn,
President

STATE OF FLORIDA)
COUNTY OF ORANGE) SS.

3161333 ORANGE CO. FL.
04:50:20PM 12/29/88

OR 4043 PG 4 175

The foregoing Instrument was acknowledged before me this 27th day of December, 1988, by Dennis Quinn, as President of BUTLER BAY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.

(SEAL)

Notary Public

My Commission Expires:

My Commission Expires September 25, 1992
Bonded thru Brown & Brown, Inc.

GWJ0854 12/27/88

THOMAS H. LOCKER
Orange County
Comptroller
By [Signature]
Deputy Clerk
Rec Fee \$ 13.00
Add Fee \$ 0.00
Doc Tax \$ 0.00
Int Tax \$ 0.00
Total \$ 13.00

Rudolph R. Wallace, P.A.
c/o E. Kennedy, Suite 2000
TPA, FL. 33601 Attn: Debbie

EXHIBIT "A"

Tract C of Butler Bay Unit Three as recorded in Plat Book 18, Pages 4 through 9 of the Public Records of Orange County, Florida.

OR 4043 PG 4 176

EXHIBIT "B"

Tracts A and B of Butler Bay Unit Three as recorded in Plat Book 18, Pages 4 through 9
of the Public Records of Orange County, Florida.

Recorded & Corrected 11/27/88

Glenn H. Loh
County Commissioner, Orange Co., FL

OR 4043 PG 4177

GWJ0847 12/21/88

Appendix 7.



June 21, 2016

Mr. Francisco Villar
Orange County Development Engineering Division
4200 South John Young Parkway
Orlando, Florida 32839

Subject: Windermere Country Club
Petition to Vacate
Parcel ID 01-23-27-1108-00-001 and 01-23-27-1117-00-001

Dear Mr. Villar:

In response to comments received during the meeting with County staff on June 16, 2016, please find enclosed three (3) hard copies and one (1) digital copy on CD of the following items:

1. Please see the attached copy of the existing plat for Butler Bay – Unit Three as well as a copy of the existing Replat of Lots 8,9,10, and Tract B, Butler Bay Unit Three. In addition please see the copy of the plat notes as requested.
2. In support of the PTV, please see the attached "Memorandum re: Support of Windermere Country Club Petition to Vacate: Property Referenced as Golf Course, Not Common Open Space" (Attachment B)
3. A legal notice will be published in a newspaper of general circulation in Orange County in not less than two (2) weekly issues of the paper (Attachment C).
4. Please see the attached certificates showing that all state and county taxes have been paid on the subject property to be vacated. (Attachment D).
5. A notice of petition to vacate will be posted on the subject property in a conspicuous and easily visible location no later than ten (10) days prior to the public hearing on the petition. It is assumed that this notice will be available at the Orange County Public Works division after the public hearing has been scheduled.

The undersigned submits these items as grounds and reasons in support of this petition.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bryan DeCunha', is written over a horizontal line.

Bryan DeCunha
Owner
Windermere Country Club

cc: Whitney Evers, Orange County Attorney's Office (w/o attachments)
Joe Kunkel, Orange County Engineer
Matt Kalus, Development Engineering Division

Appendix 7.A.

Attachment A

Butler Bay Unit Three Plat

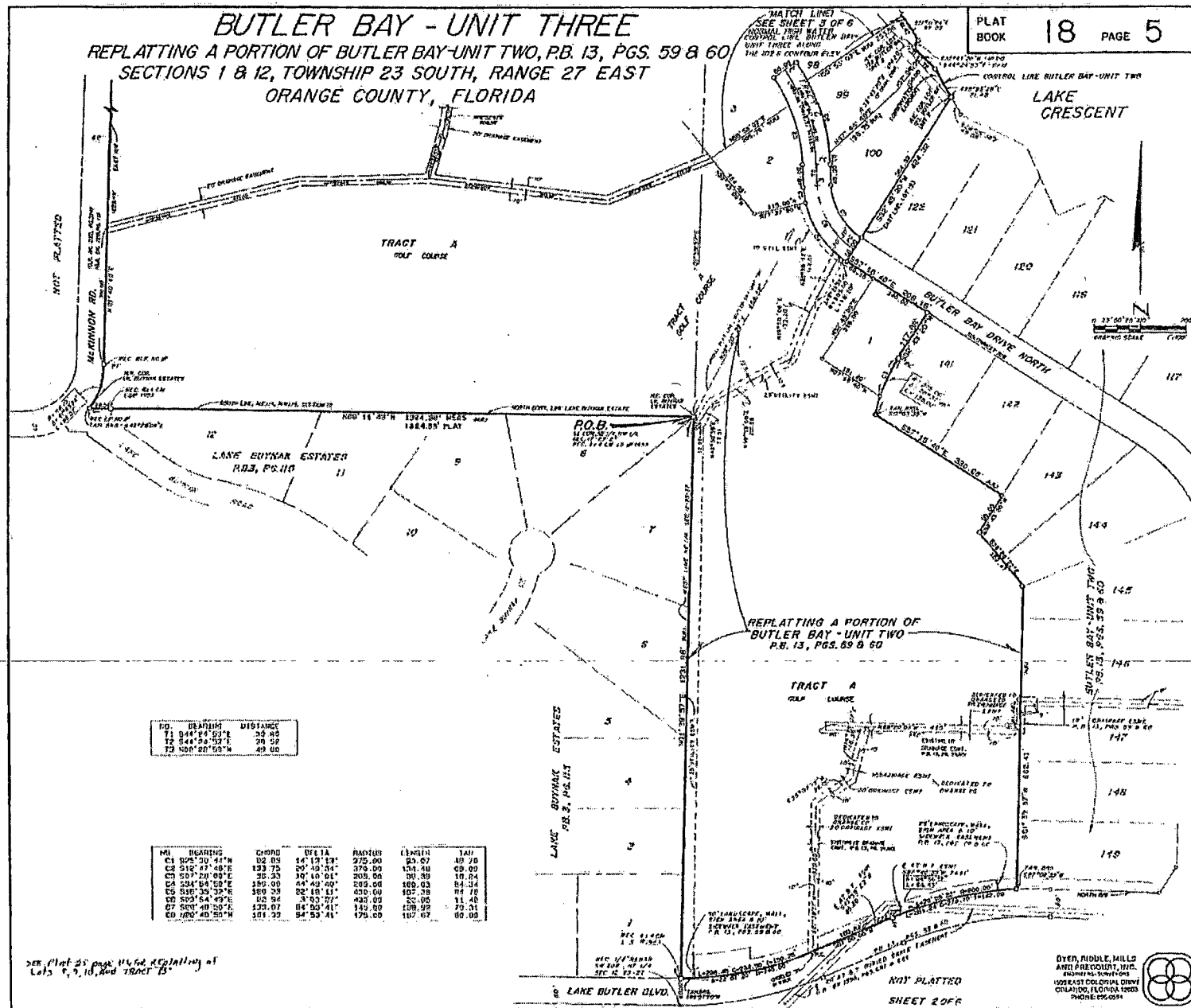
Plat Notes

Replat Butler Bay Lots

8,9, 10 and Tract B

BUTLER BAY - UNIT THREE REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60 SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST ORANGE COUNTY, FLORIDA

PLAT BOOK 18 PAGE 5



P.O.	BEARING	DISTANCE
T1	84° 54' 52" E	30.85
T2	84° 54' 52" E	28.52
T3	100° 00' 00" W	49.00

NO.	BEARING	CHORD	BEARING	RADIUS	LENGTH	AREA
C1	82° 20' 44" W	02.05	14° 17' 13" E	275.00	53.52	19.70
C2	81° 27' 40" E	123.75	20° 40' 04" E	275.00	154.48	09.09
C3	50° 10' 00" E	25.25	30° 10' 04" E	205.00	30.89	10.54
C4	53° 54' 50" E	185.00	44° 40' 00" E	205.00	180.03	84.34
C5	31° 35' 35" E	389.25	22° 18' 11" E	430.00	107.38	19.70
C6	30° 54' 29" E	52.84	3° 03' 07" E	430.00	52.00	11.40
C7	58° 40' 50" E	123.07	04° 00' 41" E	140.00	108.99	70.31
C8	100° 00' 00" W	101.32	94° 53' 41" E	175.00	107.07	00.00

See Plat 25 page 14 for replatting of
 Lots 1, 2, 10, and Tract B.

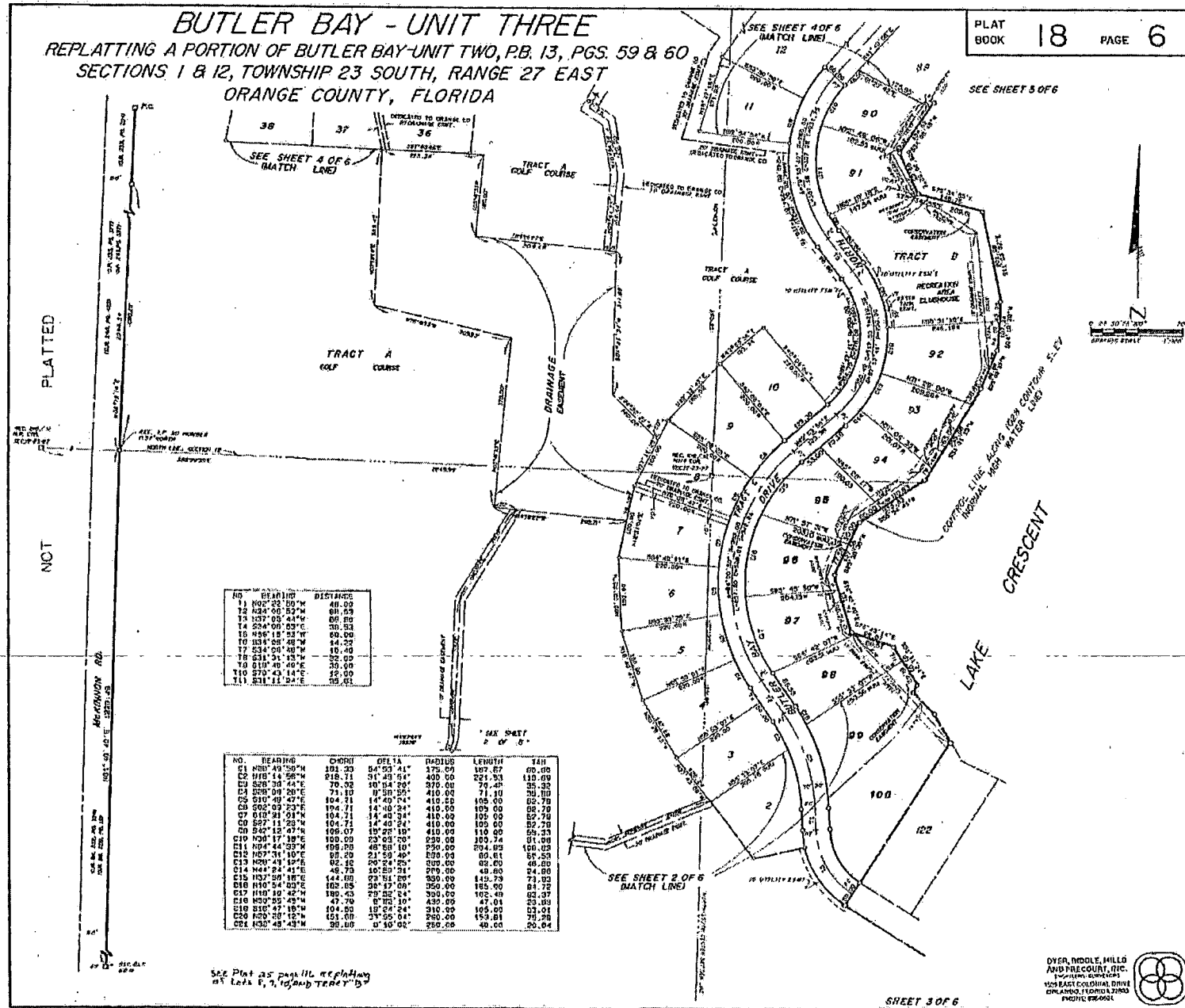
DYER, RIDDLE, MILLS
 AND ASSOCIATES, INC.
 SURVEYING ENGINEERS
 100 EAST COLONIAL DRIVE
 ORANGE, FLORIDA 32668
 PHONE 682-0551



000325

BUTLER BAY - UNIT THREE
REPLATTING OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60
SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

SEE SHEET 3 OF 6



DYER, MIDDLE, MILLS
AND PRECOURT, INC.
1205 EAST COLUMBIA, DIV.
OF LAMAR, GEORGIA 31202
PHONE 826-0622



SHEET 3 OF 6

000326

PLAT 18 PAGE 7

24 NOV 87
 CON FALLS IN EAST
 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842,

NOT PLATTED

[illegible]

NO.	NAME	SCORE
1	WILLIAM	29.00
2	JOHN	28.00
3	JOHN	28.00
4	JOHN	28.00
5	JOHN	28.00
6	JOHN	28.00
7	JOHN	28.00
8	JOHN	28.00
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12	JOHN	28.00
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20	JOHN	28.00

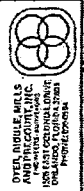
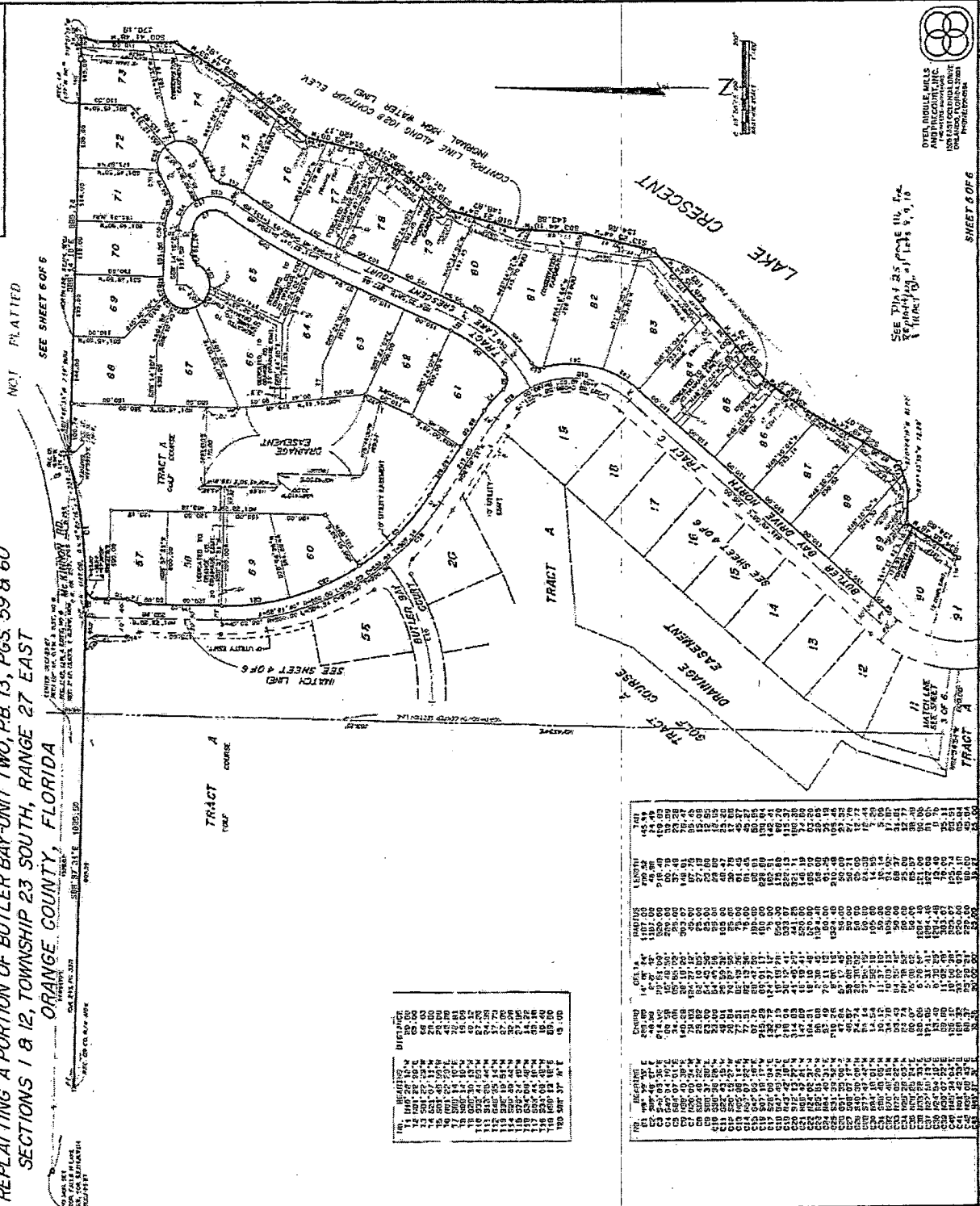
SEE Plot 25 page 116 for
REPLATTING of Lots 8, 9, 10
+ TRACT 14.

**BYER, RIDDLE, MILLS
AND PRECOURT, INC.**
INCORPORATED
1400 EAST OCEAN DRIVE
ORLANDO, FLORIDA 32801
PHONE: 806-2204



000327

BUTLER BAY - UNIT THREE
 REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60
 SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST
 ORANGE COUNTY, FLORIDA

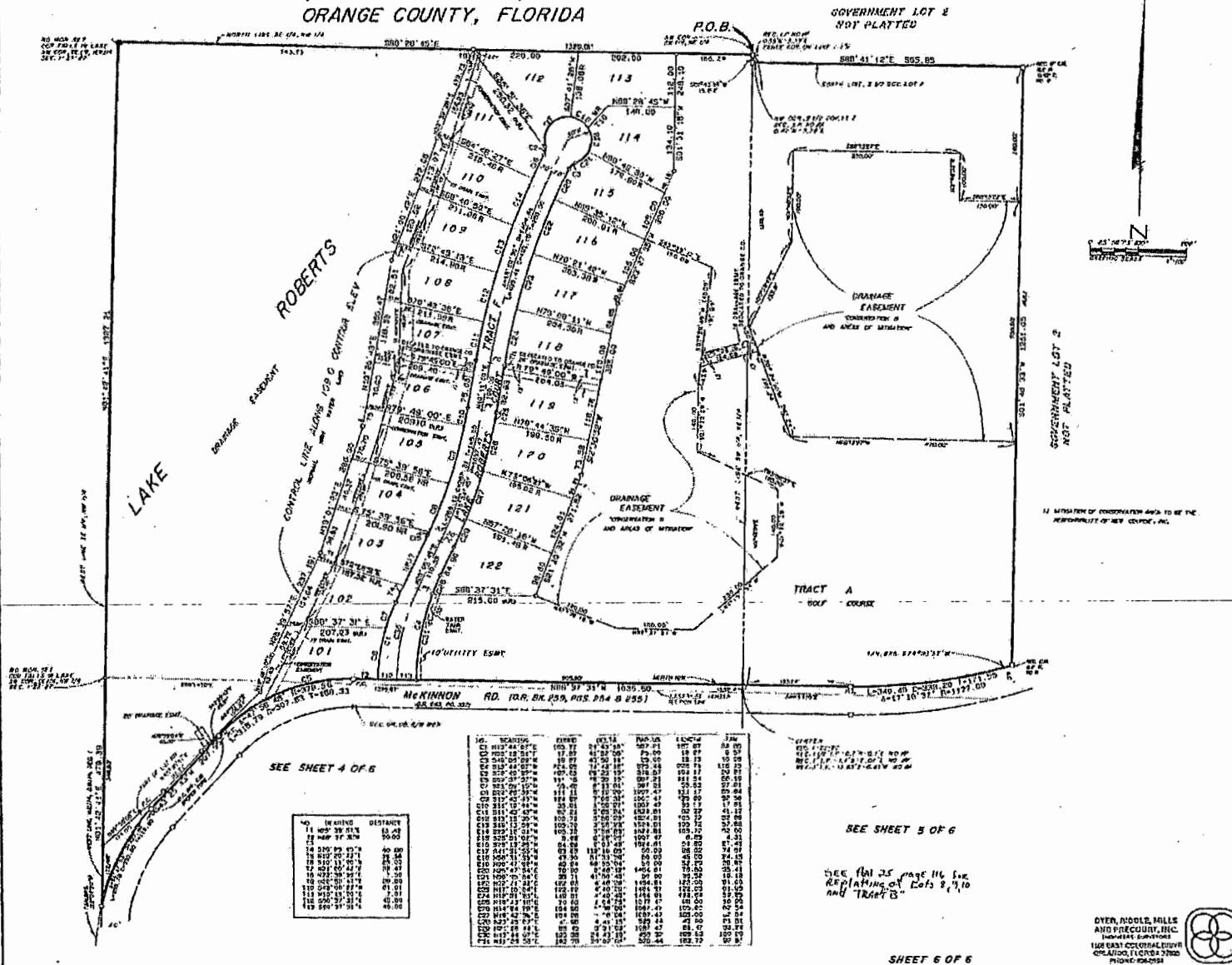


OVEA, RIDDLE, WELLS
 AND TILGNER, INC.
 FOR THE PERSONAL DRIVE
 PROFESSIONAL

SHEET 8 OF 6

BUTLER BAY - UNIT THREE REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60 SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST ORANGE COUNTY, FLORIDA

PLAT BOOK 18 PAGE 9

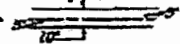


NO. BEARING DISTANCE

NO.	BEARING	DISTANCE
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97	N 89° 30' 00" E	10.00
98	N 89° 30' 00" E	10.00
99	N 89° 30' 00" E	10.00
100	N 89° 30' 00" E	10.00

000329

GENERAL NOTES:

1. —□— Denotes PRM 4"x4" Conc. Mon. L.S. 1100.
2. —○— Denotes PCP Iron Pipe or 4"x4" Conc. Mon. L.S. 1100.
3. —●— Denotes Calculated Point no Monument Set
4. R Denotes Radial Line.
5. NR Denotes Non-Radial Line
6. Bearings based on Butler Bay Unit Two, Plat Book 13, Pages 59 and 60. Along the West lot line of lots 145 thru 149, being S01°39'57"W.
7. There is a 10 foot utility easement reserved along all front and rear lot lines. Except those rear lot lines contiguous to Lake Crescent & Lake Roberts.
8. There is a 5 foot utility easement reserved along all side lot lines unless otherwise indicated.  LOT LINE TYP.
9. Tract A & B to be owned and maintained by Newcourse Inc. their successors and assigns.
10. Landscape, wall, sign area to be maintained by homeowners association.
11. Tracts C,D,E,& F are private roads to be owned and maintained by Homeowners Association of Butler Bay Unit Three & a drainage easement over these tracts dedicated to Orange County, Florida.
12. Development rights to the Conservation Easement and Tract A are dedicated to Orange County, Florida.
13. Access Rights from Lot 101 and Tract A to McKinnon Road & Lake Butler Blvd. are dedicated to Orange County, Florida.
14. All property corners are 4"x4" conc. monuments.

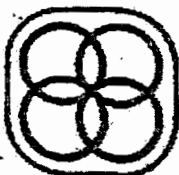
*JOINDER AND CONSENT TO DEDICATION AND AGREEMENT BY BORG-
VINN MFG. MORTGAGE CO. DATED 7/23/86 IN O.R. 3808 PAGE 14-1*

*JOINDER AND CONSENT TO DEDICATION AND AGREEMENT BY
GARNET BANK OF CENTRAL FLORIDA, N.A. DATED 7/23/86 IN O.R.
3808 PAGE 14-2*

*SEE PLAT 25 pg 114 for REPLATTING
of Lots 8, 9, 10, & TRACT B.*

SHEET 1 OF 6

LS
NC.
S
RIVE
1003



Appendix 7.B.

Attachment B

Memorandum

GRAY|ROBINSON
ATTORNEYS AT LAW


407-244-5683
PAUL.CHIPOK@GRAY-ROBINSON.COM

301 EAST PINE STREET
SUITE 1400
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MEMORANDUM

TO: Mayor Jacobs and Board of County Commissioners

FROM: Truong M. Nguyen 

DATE: March 28, 2016

SUBJECT: Support of Windermere Country Club Petition to Vacate; Property Referenced as Golf Course, Not Common Open Space

Petitioner, owners of a soon to be defunct former golf course, is requesting the Board approve a Petition to Vacate the Tract A portion of the Butler Bay Unit 3 Plat as amended. As the information in this Memorandum makes clear, Petitioner's request fully complies with all relevant County Code provisions and should be approved.

Windermere Country Club has filed a rezoning application, Application #RZ-10-038, to modify the Cluster Plan to 1) bring the 155 acres under the current standard of 1 unit per 1 acre and 2) change the 155 acres from golf course (a referenced use and not open space) to residential area to accommodate 95 lots. At the November 19, 2015 Planning and Zoning Commission meeting, the Planning and Zoning Commission continued the rezoning application to April 21, 2016 and directed Windermere Country Club to file a Petition to Vacate the 155 acre Tract A/golf course property and to modify the 1986 Developer's Agreement applicable to the Butler Bay, Unit 3 Plat¹.

The modification to the 1986 Developer's Agreement and Plat Conditions 12 (development rights) and 13 (access rights) are being addressed through a new Developer's Agreement and Petition to Vacate #16-_____.

BACKGROUND

The Butler Bay Cluster Plan, where the Tract A/Golf Course Property is located, received its zoning approval on February 21, 1985. There was no mention of conveyance of development

¹ Tab I

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rights from the Golf Course Property in this zoning approval.²

Language regarding dedication of the development rights to the Golf Course Property to Orange County first emerged during PSP review on November 18, 1985.³ That condition to convey development rights was included in the "1986 Developer's Agreement"⁴. When the Butler Bay Unit 3 Plat⁵, was approved, a Resolution Vacating and Annuling a portion of the Butler Bay Unit 2 Plat was approved at the same time.⁶ Further, when the Replat of Lots 8, 9, 10 and Tract B was approved on April 2, 1990⁷, a second Resolution Vacating and Annuling Plat was approved by the BOCC on the same day.⁸

GOLF COURSE PROPERTY IS NOT "COMMON OPEN SPACE", "COMMON AREA", OR "COMMON PRIVATE FACILITIES."

The Windermere Country Club golf course is privately held property and maintained by the Golf Course Property owner. It is not common open space. The County's ordinances and a review of the history of the County approvals associated with the Golf Course Property make this very clear.

Section 34-155(a)⁹ defines "open space" and states it may include private parks and recreation areas provided: (i) they have been designated as a tract on the plat, (ii) they are adequate for the intended purpose, (iii) assurance has been given by deed restriction or Covenants, Conditions and Restrictions ("CCRs") that the area will be maintained and (iv) the area must be identified on the plat as 'common areas' for owners of property within the subdivision. In this case, the Golf Course Property is not identified as 'common area' on the plat. There is no plat dedication of Golf Course Property to any other lot or property owners. The CCRs do not include the Golf Course Property nor provide for maintenance of the golf course. In fact, the "Property" as defined in Exhibit A to the CCRs is limited to Lots 1-123, PB 18, Pages 4-9 and notably does not include the Tract A/Golf Course Property. The CCR definition of "Common Area" requires that common area be owned by the "Association". Article XII of the CCRs is titled "Covenants and Restrictions Relating to Golf Course". Section 1 states "All Owners of Lots on the Property acknowledge the existence of a private golf course on lands adjoining the Property. The golf course is for the use and enjoyment of the members of the private golf club". Section 3 creates a 10 foot easement in favor of the golf course across the

² See Minutes of February 21, 1985 Planning and Zoning Commission Meeting (Tab A) and Minutes of February 25, 1985 Board of County Commission Meeting (Tab B).

³ Attached Tab C

⁴ Development Agreement recorded at OR 3757/1536 (Tab D) and hereinafter "1986 Developer's Agreement."

⁵ PB 18/4 (Tab E)

⁶ See OR 3808/2058 (Tab F).

⁷ Replat of Lots 8, 9, 10 and Tract B, Butler Bay Unit 3, PB 25/116 (Tab G).

⁸ See OR 4173/3662 (Tab H)

⁹ Tab J

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rear of each lot adjacent to the golf course. The easement prohibits fences, walls or shrub planting. See OR Book 3808, Page 1478 (Tab K). The plat note 12 and 13 on PB 18, Page 4, which are applicable to the golf course are between the Golf Course Property owner and the County, the subdivision owners are not parties to those plat note restrictions. Clearly, there is no dedication or identification on the plat that the Tract A/Golf Course Property is common area for the owners of property within the subdivision. Further, the subdivision lot developer and their successors, the individual lot owners, were on notice through the CCRs that the golf course was not common area or common open space for the benefit of the lot owners. Rather, the lot owners acknowledge through the CCRs the existence of a private golf course for the use and enjoyment of the members of the private golf club. There is no documented expectation that the lot owners have any legal or equitable interest in the Tract A/Golf Course Property.

The 1986 Developer's Agreement (Tab D) approved by the Board of County Commissioners on February 26, 1986 incorporated the November 18, 1985 Preliminary Subdivision Plan conditions of approval (Tab C). That 1986 Developer's Agreement recognizes that the conditions shall control all future development of the property "(unless said conditions of approval are amended or modified by Orange County)".

The 1986 Developer's Agreement, Condition 5, provides: "The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities." The "Developer's Agreement - Common Private Facilities" was approved by the Board of County Commissioners on July 21, 1986¹⁰. That Development Agreement was executed by "Windermere Lakes, Ltd." who was not the owner of the Golf Course Property. Further, the "Property" subject to that Developer's Agreement is Lots 1-123 of "Butler Bay Unit 3" not the Tract A/ Golf Course Property. The Tract A/Golf Course Property by the terms of that 1986 Developer's Agreement is not "common private facilities."

In regards to open space, the Tract A/Golf Course Property is zoned R-CE-C: Section 38-556¹¹, requires 40% of each lot to be pervious surface. Section 38-557¹², Common Open Space, Subsection (a) refers to Chapter 24 for open space regulations. Section 24-29(e)¹³ provides, that for residential cluster districts, when the density is less than or equal to 1 unit per acre, there is no common open space required. Section 24-26¹⁴, Definitions, states "Common Open Space" shall mean a type of open space designed and intended for the use or enjoyment of occupants of a project. That Section also defines "Residential Private Open Space" to include front, rear and side yards excluding parcel driveways and structures. Both common open space and residential private open space are included as part of the definition of "Open Space."

¹⁰ Tab L. Recorded at OR Book 3808, Page 1466.

¹¹ Tab M.

¹² Tab N.

¹³ Tab O.

¹⁴ Tab P.

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Section 24-27¹⁵, Legislative findings, at Subsection (e) states:

"Consistency in the definition of open space and the provisions for open space are necessary to balance between private property rights and the protection of the public health, safety and welfare."

Section 24-28¹⁶, Applicability, provides, in part, that the open space standards are minimum standards, "however, an applicant may provide a greater percentage of open space but a greater percentage of open space will not be required by the county." Section 24-30¹⁷, Open Space Design Guidelines, subsection (e), Ownership and Maintenance, states common open space areas shall be the responsibility of a property owners' association or a mandatory homeowner's association. In Butler Bay Unit 3, this responsibility is addressed through the July 21, 1986 "Developer's Agreement - Common Private Facilities" (Tab L), which does not include the Tract A/Golf Course Property.

Notwithstanding the foregoing, in 1985 the standard for common open space was 25%. Attached as Tab T is a chart prepared by Poulos and Bennett making clear that the owners' proposed revision to Tract A/Golf Course Property within the Cluster Plan retains total Butler Bay Cluster Plan gross common open space at 25%.

Notwithstanding the foregoing, the 1985 approved Cluster Plan (Tab A) does not define the term "Gross Open Space". As defined by the Orange County Code, "Open Space" includes "Residential Private Open Space" and "Common Open Space". In the 1985 Cluster Plan, reference is made to having 38% "Gross Open Space" within the Butler Bay Cluster Plan. Attached as Tab U is a chart prepared by Poulos and Bennett which establishes that the total Butler Bay Cluster Plan open space (calculated utilizing both common open space and residential open space) after redevelopment of Tract A to 95 lots will be 45.3% of the total area. For just the 155 acres within Tract A after redevelopment to 95 lots the open space will be 60.6%.

CONCLUSION

Under the current Orange County Code there is no common open space requirements for an R-CE-C project when density is less than or equal to 1 unit per acre. The County, by releasing the development rights for 95 units back to the Tract A/Golf Course Property, maintains an overall density within the Butler Bay Cluster Plan of 1 unit per one acre in full compliance with County Code.

¹⁵ Tab Q.

¹⁶ Tab R.

¹⁷ Tab S.

GRAYROBINSON
PROFESSIONAL ASSOCIATION

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Even if the old standard of 25% common open space was applied to the request for 95 units on the Golf Course Property, the overall common open space within the Butler Bay Cluster Plan will remain at 25% common open space, also fully compliant with the County Code.

In the event that the 38% "gross open space" as listed in the original 1985 Butler Bay Cluster Plan is interpreted to apply to the current cluster plan modification request, the resulting modified Butler Bay Cluster Plan, with 95 units assigned to the Tract A/Golf Course Property, will exceed the 38% gross open space, also fully compliant with the County Code.

This memorandum establishes that the release of the development rights back to the Tract A/Golf Course Property owner through the vacation of the plat as applicable to Tract A/Golf Course Property can be accomplished in compliance with the open space standards.

DONALD S. ARNOLD, request for a Change in Zoning Classification from A-1 to R-CE-C on property which is located 1/10 mile North of Inter-section of Clarence Oakes Road and Hiwassee Road.
(Map of SEK) 35-21-28 Tract Size: 15.3 acres District #2)

Ed Williams, Planning Director, gave a staff report (Exhibit #1 of the Zoning Department Evidence File). The R-CE Cluster District would be appropriate. This location, however, submitted plans do not meet the requirements of the Cluster Plan. Staff recommended denial, as submitted.

Spencer Smith, Zoning Director, advised the Board that the applicant had requested the hearing be continued for one month for further study.

A motion was made by Joe Bougeart, seconded by Nancy Weber and unanimously carried to continue the hearing to March 21, 1985 for further study.

ED SWOPE, "BUTLER DAY CLUSTER", request for a Change in Zoning Classification from R-CE and A-1 to R-CE-C on property which is located Southeast Corner Park Ridge/Gotha Road and Windermere Road, extending West of McKennon Road.

(Map) 1-23-27
SEK 4-23-28
12-23-27 Tract Size: .509 acres District #3)

Ed Williams, Planning Director, gave a staff report (Exhibit #1 of the Zoning Department Evidence File) and recommended approval, subject to conditions as recommended by the DMC which were highlighted for the Board.

Bob Carter of Dyer, Riddle, Mills & Frennott, Inc., 1505 E. Colonial

Dr. Carter was present representing the project and in agreement with the staff recommendation and conditions.

Jim Marchant, of Wauson Drive, representing The Wauson Home Owners Association, was present in opposition to the request due to traffic concerns. Mr. Marchant said that he had actually done a traffic count between the hours of 6:00 AM and 7:00 AM at the three-way stop at McEnire and Park Ridge Roads. In that hour, 125 vehicles went through the intersection. He added that this was not 'peak' traffic time, as it becomes heavier between 7:15 AM and 8:15 AM due to the school traffic. Mr. Marchant also stated that the elementary school in the area is already over capacity and a further hardship would be created on the current residents should the rezoning be approved.

A motion was made by Don Phillips, seconded by Linwood Killings and unanimously carried to approve the request, subject to the following staff conditions:

1. Perimeter lots abutting R-CE zoning shall be either one acre in size or 130 feet in lot width with 50 foot setback at perimeter line. Perimeter lots abutting unplatted R-CE Districts may be 110 feet at perimeter line with the provision of a minimum 35 foot landscaped buffer.
2. Minimum lot width at normal high water elevation shall be 140 feet. Lots 12, 20, 23, 24, 25, 30, 31, 42, 75 and 76, as submitted, are in non-conformance. This Board policy was adopted to resolve the high percentage of vegetation that could

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potentially be removed as a result of the cumulative effect of small lots on the lakeshore.

3. All lots shall be platted outside all Conservation Areas.
4. A reverse swale system shall be constructed on all lakefront lots, as determined by Engineering and Pollution Control.
5. Setbacks shall be:
 - a. 35 feet from right-of-way of "E Drive", due to the nature of it being the principal north/south collector for the development.
 - b. All other lots as stipulated in the RCE-C District:

Front:	30 Feet
Rear:	15 Feet
Side:	10 Feet
Side Street:	15 Feet
6. Additional rights-of-way for major streets shall be dedicated to Orange County as per Article XXI.
7. Maximum building height for all structures shall be 35 feet.
8. Development shall be in accordance with the Cluster Plan dated February 8, 1985, the Zoning Resolution, Subdivision Regulations, and the Shoreline Protection Ordinance.

and further, made a finding of consistency with the Growth Management Policy.

13. COLUMBIA MANAGEMENT CORP., request for a Change in Zoning Classification from R-1A and C-1 to C-1 on property which is located Northwest Corner Lea Road (St. Rd. 438) and Adanson Street (Winter Park).
(NE# 3-22-29 Tract Size: 2.5 acres District #2)

Ed Williams, Planning Director, advised the Board that the traffic situation had not yet been resolved, and recommended the hearing be continued.

A motion was made by Joe Boogaart, seconded by Chris Bauer and unanimously carried to continue the hearing to April 18, 1985 for further study.

14. THOMAS B. DRACE, JR., request for a Change in Zoning Classification from R-1A to C-1 on property which is located East side Fairview Avenue, 125 feet North of Fairbanks Avenue.
(SE# of NE# 3-22-29 Tract Size: 50 X 142 District #2)

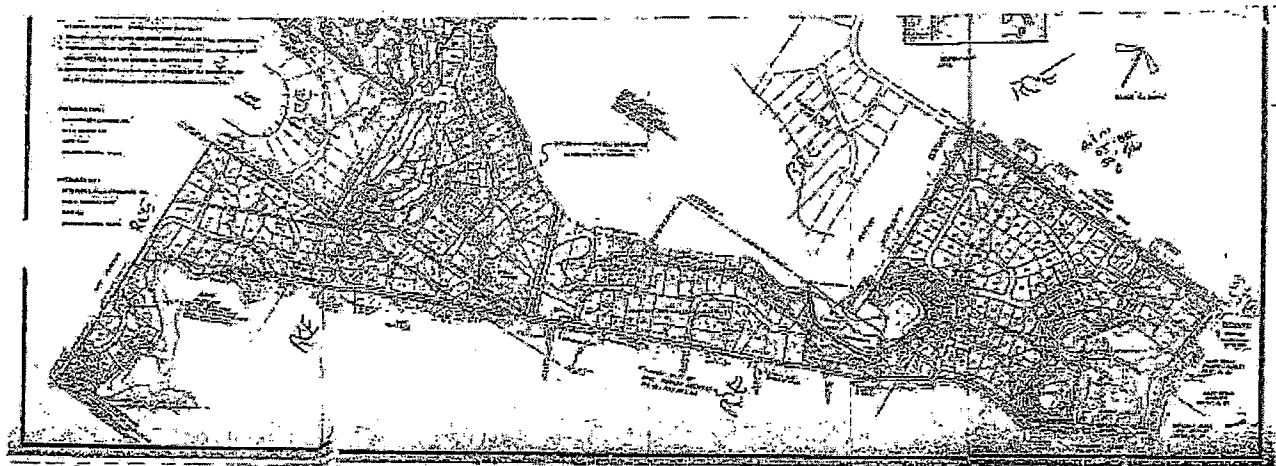
Sharon Smith, Zoning Director, advised the Board that the applicant had withdrawn the request by letter dated January 21, 1985.

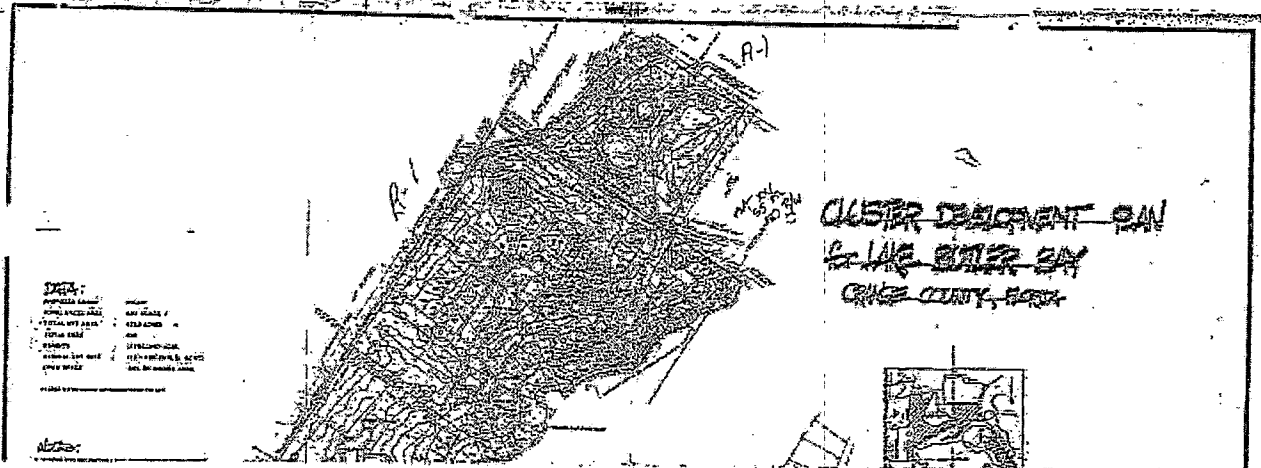
No action was taken by the Planning and Zoning Commission.

18. JAMES H. WILLIAMS, request for a Change in Zoning Classification from R-1A to C-2 on property which is located North side 35th Street, 150 feet East of South Orange Blossom Trail.
(NE# of NE# 10-23-29 Tract Size: 50 X 135 District #1)

Ed Williams, Planning Director, gave a staff report (Exhibit #1 of the Zoning Department Evidence File). The Future Land Use designation for the area is commercial. Commercial uses are located to the west and south of the subject property. Both have orientation to Orange Blossom Trail. The subject property does not meet the minimum lot width and lot size for the C-2 District. Staff is concerned over the impacts that would result from the overcrowding of the property.

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Zoning

PEZ Rec.
2/21/85

Hearing #7
Butler Bay
Cluster

Commissioner Carter requested clarification of Planning & Zoning Commission Continued Hearing #7 - Ed Spomer, "Butler Bay Cluster", which was approved with restrictions.
Zoning Director Sharon Smith and Planning & Development Director Tracy Watson discussed the restrictions which were imposed for an acceptable plan in accordance with all County rules and regulations.
No further action was taken.

Meeting
Adjourned

There being no further business, the Chairman adjourned the meeting.

ATTEST:

Thomas H. Locker
Clerk

Hal Garston
Chairman

Mary Jo Garrison
Deputy Clerk

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into compliance with revised State Law and to remove inconsistencies and clarify portions of the existing ordinance.

Mr. Ray West, member of the E.A.R.V. Board, was present to answer questions from the Commissioners.

Upon a motion by Commissioner Carter, seconded by Commissioner Harrell and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board adopted an Ordinance to amend Article IV, as described above.

(Ordinance on file in the office of the Clerk to Board of County Commissioners).

Public
Hearing

Preliminary
Subdivision
Plan

Butler Bay

Notice was given that the Board of County Commissioners would hold a public hearing to consider the Preliminary Subdivision Plan for Butler Bay on the following described property:

That part of the Replat of Metcalf Park, as recorded in Plat Book Q, Page 18, of the Public Records of Orange County, Florida, described as follows:

Begin on the Northern right of way line of Park Ave. and the Southeast corner of the Homeowners Park of Butler Bay Unit One, as recorded in Plat Book 11, Pages 22 through 24 of the Public Records of Orange County, Florida; thence leaving the Northern right of line of Park Ave. run along the boundary line of said Butler Bay Unit One N. 29°41'40"W. 355.86 feet; thence continue along said boundary line run N. 87°54'25"W. 305.28 feet; thence leaving said boundary of Butler Bay Unit One run N. 82°41'17"E. 555.61 feet; thence N. 31°11'12"E. 1300.85 feet to the Southern right of way line of Windermere Road; thence through the following courses and distances run along the Southern right of way line of said Windermere Road; thence S. 88°38'04"E. 44.92 feet; thence S. 87°42'31"E. a distance of 519.40 feet to the point of curvature of a curve concave Southerly and having a radius of 673.31 feet with a central angle of 67°56'11"; thence Easterly along the arc of said curve 93.27 feet to the point of a reverse curve concave Northerly and having a radius of 849.98 feet with a central angle of 67°54'00"; thence Easterly along the arc of said curve 117.28 feet to the point of tangency; thence S. 87°40'20"E. a distance of 2869.10 feet to a point on the Westerly right of way of the Seaboard Coast Line Railroad; thence leaving the South right of way of Windermere Road, run S. 10°27'59"W. along said Westerly right of way 519.45 feet to the point of curvature of a curve concave Southeasterly and having a radius of 1,490.58 feet; thence Southwesterly 85.07 feet along the arc of said curve through a central angle of 02°18'09" to a point on said curve and also being the Northeast corner of an Orange County School Property as recorded in Official Record Book 1708, Pages 267 and 268 of the Public Records of Orange County, Florida; thence leaving said Seaboard Coast Line Railroad run along said school property boundary line through the following courses and distances; thence N. 87°11'23"W. 570.55 feet (570.00 feet per deed); thence S. 34°48'40"W. 400.00 feet; thence S. 18°40'17"E. 810.35 feet to the Southwest corner of said school property and said point being on the Northern right of way of Park Ave.; thence through the following courses and distances run along said Northern right of way line; thence S. 60°38'17"W. 270.99 feet to the point of curvature of a curve concave Northerly and having a radius of 257.52 feet; thence Westerly 187.61 feet along the arc of said curve through a central angle of 41°44'33" to point of tangency; thence N. 77°37'10"W. 207.60 feet to the point of curvature of a curve concave Southerly and having a radius of 853.51 feet; thence Westerly 841.67 feet along the arc of said curve through a central angle 43°04'30" to the point of tangency; thence S. 59°18'20"W. 588.44 feet to the point of beginning; Containing 103.556 acres.

Subject to Easements and Restrictions of Record.

(NOTE: Legal reflects peaceful occupation for Westerly property line).

TOGETHER WITH

Commencing at the Northeast corner of the Northwest 1/4 of Section 7, Township 23 South, Range 28 East, Orange County, Florida; run thence S. 82°52'28"W. along the East line of said Northwest 1/4 307.59 feet to the Northernly right of way line of Park Avenue; thence run S. 53°18'26"W. 155.22 feet along said Northernly right of way line for the Point of Beginning at the point of curvature of a curve concave Northernly having a radius of 1553.37 feet and a central angle of 89°19'00"; thence run Southeasterly along the arc of said curve 273.73 feet to the point of tangency; thence run S. 65°37'26"W. along said right of way line 2905.07 feet; thence S. 21°53'48"E. 18.00 feet; thence S. 65°00'28"W. along said right of way line 235.00 feet to the centerline of an existing canal; thence leaving aforesaid Northernly right of way line, run N. 15°59'48"W. along said canal centerline 1055 feet more or less to the water edge of Lake Crescent; thence run Easterly along said water edge 1880 feet more or less to the West line of aforesaid Section 7; thence run N. 59°52'53"E. along said West line 540 feet more or less to the Northwest corner of the South 1/2 of the North 1/2 of the Northwest 1/4 of said Section 7; thence run S. 87°54'25"E. along the North line of said South 1/2 of the North 1/2 of the Northwest 1/4 a distance of 1870.80 feet to the Southwest corner of the East 1/2 of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 7; thence continue S. 87°54'26"E. 312.26 feet to a point 395.90 feet N. 30°41'40"W. from the Point of Beginning; thence run S. 30°41'40"E. 395.90 feet to the Point of Beginning.

Containing therein 59.8 acres more or less.

TOGETHER WITH

For a Point of Beginning begin at the Southwest corner of the Northeast 1/4 of Section 12, Township 23 South, Range 27 East, Orange County, Florida; said point being the Southwest corner of Butler Bay Unit Two as recorded in Plat Book 13, Pages 59 and 60 of the Public Records of Orange County, Florida; and said point also being a point on the Southernly right of way line of Park Avenue and the point of curvature of a curve concave Northwesternly and having a 800.00 foot radius; thence through the following courses and distances along said Southernly boundary of Butler Bay Unit Two; run Northeastly 322.31 feet along the arc of said curve through a central angle of 23°05'02" to the point of tangency; thence N. 67°00'00"E. 189.82 feet to the point of curvature of a curve concave Southeastly and having a 740.00 foot radius; thence Northeastly 325.37 feet along the arc of said curve through a central angle of 26°17'04" to the point of tangency; thence S. 87°42'53"E. 656.69 feet to the point of curvature of a curve concave Northwesternly and having a 7651.33 foot radius; thence Easterly 199.89 feet along the arc of said curve through a central angle of 0°29'41" to the point of tangency; thence S. 89°12'45"E. 213.51 feet to a point on the Northernly right of way line of Metcalf Road as recorded in Official Record Book 1098, Page 159 of the Public Records of Orange County, Florida; thence leaving said Southernly boundary line run S. 69°00'20"W. 1659.42 feet along said right of way of Metcalf Road; thence S. 21°59'40"W. 60.00 feet; thence N. 68°00'20"E. 248.47 feet; thence leaving said Metcalf Road right of way line run S. 57°49'00"W. 220.62 feet; thence S. 59°02'00"W. 187.63 feet to the Southeast corner of a 30.00 foot wide road, right of way as recorded in Official Record Book 1573, Page 427 of the Public Records of Orange County, Florida; thence along the boundary of said road right of way run N. 20°58'40"W. 20.00 feet; thence S. 69°02'00"W. 430.02 feet; thence S. 24°35'48"E. 30.00 feet to the Southwest corner of said right of way; thence leaving said right of way run S. 69°02'00"W. 426.16 feet to the water edge of Lake Butler; thence through the following courses and distances along the water edge; run S. 31°22'40"W. 61.31 feet; thence S. 52°43'51"W. 164.27 feet; thence S. 62°45'21"W. 119.38 feet; thence N. 81°03'31"W. 143.23 feet; thence S. 73°49'49"W. 110.17 feet; thence S. 55°20'20"W. 126.77 feet; thence S. 19°15'45"W. 92.36 feet; thence S. 17°01'20"E. 93.63 feet; thence S. 26°44'59"E. 58.42 feet; thence S. 68°17'08"E. 122.29 feet; thence S. 51°53'10"E. 126.46 feet; thence S. 45°45'36"E. 128.97 feet; thence S. 33°33'27"E. 124.05 feet; thence S. 65°35'17"E. 133.06 feet; thence S. 51°17'01"W. 143.30 feet; thence S. 88°36'12"W. 107.42 feet; thence S. 19°11'16"W. 163.11 feet; thence S. 20°00'13"W. 113.72 feet; thence S. 15°17'30"W. 123.39 feet; thence S. 09°57'30"W. 96.60 feet; thence S. 86°12'46"E. 64.55 feet; thence N. 45°48'27"E. 60.89 feet; thence N. 66°27'49"E. 66.45 feet; thence leaving said water edge run S. 36°27'24"W. 107.50 feet to the Northernly right of way line of West Lake Butler Road; thence along said Northernly right of way line run N. 83°47'16"W. 78.60 feet to the point of curvature of a curve concave Southeastly and having a 470.88 foot

radius; thence westerly 180.21 feet along the arc of said curve through a central angle of $21^{\circ}55'40''$ to the point of tangency; thence S. $74^{\circ}01'44''$ W. 126.23 feet to the point of curvature of a curve concave Northwesterly and having a 418.76-foot radius; thence Southwesterly 17.78 feet along the arc of said curve through a central angle of $02^{\circ}28'46''$ to a point on the West line of the East 1/2 of the Southwest 1/4 of said Section 12; thence leaving said Northwesterly right of way from a tangent bearing of S. $79^{\circ}45'38''$ W. run N. $09^{\circ}46'15''$ E. 2636.82 feet along said West line of the East 1/2 of the Southwest 1/4 of said Section 12 to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 12 and being a point on the Southerly right of way line of Lake Butler Blvd. and also being the Southwest corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence S. $89^{\circ}54'58''$ E. 1225.28 feet along the Southerly boundary of Lake Buynak to the Point of Beginning.

Containing therein 59.6027 acres; subject to easements and restrictions of record.

TOGETHER WITH

Butler Bay Unit Two, Plat Book 13, Pages 13-50

For a Point of Beginning, begin at the Southwest corner of the Northeast 1/4 of Section 12, Township 23 South, Range 27 East, Orange County, Florida; thence N. $01^{\circ}39'57''$ E. 1291.88 feet along the West line of said Northeast 1/4 also being the East boundary line of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 12; thence N. $28^{\circ}50'29''$ E. 468.57 feet; thence N. $32^{\circ}43'20''$ E. 474.20 feet to the waters edge of Lake Crescent; thence run along the waters edge through the following courses; thence S. $44^{\circ}24'53''$ E. 69.12 feet; thence S. $28^{\circ}25'38''$ E. 120.56 feet; thence S. $64^{\circ}00'10''$ E. 159.71 feet; thence S. $23^{\circ}50'01''$ E. 161.45 feet; thence N. $68^{\circ}24'34''$ E. 110.23 feet; thence S. $55^{\circ}36'31''$ E. 273.89 feet; thence S. $43^{\circ}15'36''$ E. 265.58 feet; thence S. $58^{\circ}50'14''$ E. 185.01 feet; thence S. $59^{\circ}45'37''$ E. 246.99 feet; thence S. $45^{\circ}41'50''$ E. 62.02 feet to a point on the center line of an existing canal also being the Northwesterly line of Lot 102 of Butler Bay Unit One as recorded in Plat Book 11, Pages 92, 93 and 94 of the Public Records of Orange County, Florida; thence S. $15^{\circ}59'40''$ E. 1010.64 feet along the Westerly line of said Butler Bay Unit One to a point on the Northerly right of way line of Park Avenue; thence S. $68^{\circ}00'20''$ W. 167.56 feet along said right of way line; thence N. $89^{\circ}12'45''$ W. 239.34 feet to the point of curvature of a curve concave Northwesterly and having a 7651.33-foot radius; thence Westerly 199.99 feet along the arc of said curve through a central angle of $01^{\circ}39'51''$ to the point of tangency; thence N. $87^{\circ}42'53''$ W. 556.69 feet to the point of curvature of a curve concave Southeasterly and having a 744.00-foot radius; thence Southwesterly 326.57 feet along the arc of said curve through a central angle of $25^{\circ}17'07''$ to the point of tangency; thence S. $67^{\circ}00'00''$ W. 189.82 feet to the point of curvature of a curve concave Northwesterly and having a 800.00-foot radius; thence Southwesterly 322.31 feet along the arc of said curve through a central angle of $23^{\circ}05'02''$ to the Point of Beginning.

Containing therein 63.2832 acres. Subject to easements and restrictions of record.

TOGETHER WITH

A parcel of land situate in Section 1 and 12, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

For a Point of Beginning begin at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 12, and said point being the Northeast corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence N. $89^{\circ}11'43''$ W. 1224.38 feet along the North boundary line of said Lake Buynak Estates and the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 12 to the Northwest corner of Lake Buynak Estates and said point also being the Easterly right of way line of McKinnon Road and a point on a curve concave Northwesterly and having a 113.18-foot radius; from a tangent bearing N. $43^{\circ}26'06''$ E. thence through the following courses and distances along said Easterly right of way run Northeasterly 86.07 feet along the arc of said curve through a central angle of $41^{\circ}45'26''$ to the point of tangency; thence N. $01^{\circ}40'40''$ E. 1230.06 feet to a point on the North line of said Section 12; thence N. $02^{\circ}19'14''$ E. 1200.00 feet; thence leaving said right of way line run S. $67^{\circ}40'46''$ E. 340.00 feet to a point of curvature of a curve concave Southeasterly and having a 411.67-foot radius; thence from a tangent bearing of N. $18^{\circ}30'00''$ E. run Northeasterly 961.94 feet along the arc of said curve through a central angle of $153^{\circ}51'52''$ to the point of tangency; thence S. $27^{\circ}37'08''$ E. 132.42 feet to the point of curvature of a curve concave Northeasterly

and having a 230.00 foot radius; thence Easterly 361.28 feet along the arc of said curve through a central angle of $90^{\circ}00'00''$ to the point of a compound curve concave Northwesterly and having a 470.00 foot radius; thence Northwesterly 230.00 feet along the arc of said curve through a central angle of $24^{\circ}22'52''$ to a point; thence from a tangent bearing of N. $38^{\circ}00'00''$ E. run S. $52^{\circ}00'00''$ E. 438.00 feet to the waters edge of Lake Crescent also being at a contour elevation of 102.8 feet (Orange County Datum); thence along the waters edge and the 102.8 foot contour elevation through the following courses and distances run: thence S. $59^{\circ}45'44''$ W. 140.00 feet; thence S. $70^{\circ}44'18''$ W. 61.02 feet; thence N. $87^{\circ}43'55''$ W. 72.85 feet; thence S. $34^{\circ}08'48''$ W. 131.62 feet; thence S. $25^{\circ}29'52''$ E. 99.65 feet; thence S. $75^{\circ}34'55''$ E. 146.75 feet; thence S. $11^{\circ}33'52''$ E. 201.96 feet; thence S. $04^{\circ}10'29''$ W. 197.24 feet; thence S. $23^{\circ}03'37''$ W. 89.96 feet; thence S. $31^{\circ}31'13''$ W. 235.66 feet; thence S. $56^{\circ}54'41''$ W. 170.83 feet; thence S. $25^{\circ}38'36''$ W. 127.58 feet; thence S. $16^{\circ}40'49''$ E. 131.74 feet; thence S. $70^{\circ}43'14''$ E. 94.57 feet; thence S. $31^{\circ}11'24''$ E. 97.03 feet; thence leaving said waters edge and 102.8 contour elevation run S. $32^{\circ}43'20''$ W. 18.08 feet to the Northwest corner of Lot 123 of Butler Bay Unit Two as recorded in Plat Book 13, Pages 59 and 60 of the Public Records of Orange County, Florida; thence continue S. $32^{\circ}43'20''$ W. 474.20 feet along the Northwesterly boundary line of said Butler Bay Unit Two; thence continue along said Butler Bay Unit Two boundary, S. $38^{\circ}50'25''$ W. 458.37 feet to the Point of Beginning.

Containing therein 98.658 acres. Subject to easement and restrictions of record.

TOGETHER WITH

A parcel of land situate in Section 1, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 12, and said point being on the Northeast corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence N. $89^{\circ}11'43''$ W. 1324.33 feet along the North boundary line of said Lake Buynak Estates and the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 12 to the Northwest corner of Lake Buynak Estates and said point also being the Easterly right of way line of McKinnon Road and a point on a curve concave Northwesterly and having a 118.10 foot radius; from a tangent bearing of N. $43^{\circ}26'06''$ E. thence through the following courses and distances along said Easterly right of way, run: Northwesterly 86.07 feet along the arc of said curve through a central angle of $41^{\circ}45'26''$ to the point of tangency; thence N. $01^{\circ}40'40''$ E. 1230.06 feet to a point on the North line of said Section 12; thence N. $02^{\circ}19'14''$ E. 1200.00 feet for a Point of Beginning; thence continue along said right of way line run N. $02^{\circ}19'14''$ E. 883.76 feet to the point of curvature of a curve concave Southeasternly and having a 387.99 foot radius; thence Northwesterly 264.02 feet along the arc of said curve through a central angle of $41^{\circ}08'29''$ to the point of tangency; thence N. $43^{\circ}25'43''$ E. 207.55 feet to the point of curvature of a curve concave Southeasternly and having a 318.57 foot radius; thence Northwesterly 266.58 feet along the arc of said curve through a central angle of $40^{\circ}58'46''$ to the point of tangency; thence S. $88^{\circ}37'31''$ E. 1035.50 feet to the point of curvature of a curve concave Northwesterly and having a 1187.00 foot radius; thence Northwesterly 341.29 feet along the arc of said curve through a central angle of $16^{\circ}28'26''$ to point on said curve; thence leaving said right of way line from a tangent bearing of N. $74^{\circ}E4'03''$ E. run S. $01^{\circ}45'56''$ W. 7.04 feet to the North line of the Southeast 1/4 of Section 1, Township 23 South, Range 27 East, Orange County, Florida; thence S. $88^{\circ}12'22''$ E. 856.24 feet along said North line of the Southeast 1/4 to the waters edge of Lake Crescent also being a contour elevation of 102.8 feet (Orange County Datum); thence along the waters edge and the 102.8 foot contour elevation through the following courses and distances: run thence S. $18^{\circ}51'19''$ W. 86.96 feet; thence run S. $00^{\circ}41'46''$ W. 170.19 feet; thence S. $33^{\circ}44'53''$ W. 177.61 feet; thence S. $38^{\circ}42'40''$ W. 170.04 feet; thence S. $14^{\circ}25'00''$ W. 128.17 feet; thence S. $28^{\circ}30'13''$ W. 83.71 feet; thence S. $38^{\circ}50'41''$ W. 131.65 feet; thence S. $16^{\circ}21'54''$ W. 148.87 feet; thence S. $03^{\circ}44'18''$ W. 143.86 feet; thence S. $13^{\circ}25'46''$ W. 154.84 feet; thence S. $42^{\circ}33'14''$ W. 185.32 feet; thence S. $50^{\circ}10'14''$ W. 176.73 feet; thence S. $36^{\circ}10'51''$ W. 105.47 feet; thence S. $28^{\circ}48'44''$ W. 82.07 feet; thence leaving said waters edge and 102.8 contour elevation run N. $52^{\circ}00'00''$ W. 400.00 feet to a point on a curve concave Northwesterly and having a 470.00 foot radius thence from a tangent bearing of N. $38^{\circ}00'00''$ E. run Southwesterly 200.00 feet along the arc of said curve through a central angle of $24^{\circ}22'52''$ to the point of a compound curve concave Northwesterly and having a radius of 230.00 feet; thence Northwesterly 361.28 feet along the arc of said curve through a central

angle of $90^{\circ}48'00''$ to the point of tangency; thence $N. 57^{\circ}37'66''W.$, 122.82 feet to the point of curvature of a curve bearing Southerly and having a radius of 411.87 feet; thence Southwesterly 351.94 feet along the arc of said curve through a central angle of $133^{\circ}52'32''$ to the point of tangency; thence from a tangent bearing of $N. 12^{\circ}30'00''E.$ ran $N. 87^{\circ}40'46''W.$ 340.00 feet to the Point of Beginning.

Containing therein 76.5969 acres;

Subject to easements and restrictions of record.

Note: The following section was prepared by others.

That part of the South 1/2 of Government Lot 2 lying North of McKinnon Road right of way (Less the East 758 feet thereof), Section 1, Township 23 South, Range 27 East, lying with the West 1/4 of the Northeast 1/4 of said Section 1

TOGETHER WITH

The Southeast 1/4 of the Northwest 1/4 of Section 1, Township 23 South, Range 27 East (Less McKinnon Road right of way over the Southerly portion thereof)

TOGETHER WITH

All that land lying Northwestwardly of McKinnon Road in the East 1/2 of the Southwest 1/4 of Section 1, Township 23 South, Range 27 East.

Location: Between Lakes Robert, Crescent, Bynak and Butler
District #3

A public hearing was held and Planning & Development Director Tracy Watson reviewed additional recommendations submitted by the Development Review Committee under date of November 14, 1985, for this project. Mr. Watson reviewed the conditions of approval for Butler Bay.

Attorney Tom Ross, representing the developer, stated that the conditions of approval were acceptable. He discussed the requirements for maintenance of the reverse swales on the lakefront lots.

A short discussion followed regarding minimum one acre lots on south section of the project.

Attorney Tom Ross stated that the developer agreed to a minimum of one acre lots south of Lake Butler Boulevard.

The following people addressed the Board concerning the Butler Bay project:

1. Dave Riley, representing Lake Crescent Homeowners Association.
2. Attorney Lee Chotas, representing Mr. and Mrs. Hill.
3. Tracy Dent
4. J. B. Rogers, 3725 Lake Bynak Drive

Developer Emory Conway was present and answered questions concerning Lake Crescent.

The Board and staff discussed approval of the north portion and have the applicant withdraw the south portion (Lake Butler Cove), as that plan requires redesign, or add additional stipulations to provide for roadways and drainage.

Upon a motion by Commissioner Marston, seconded by Commissioner Carter and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board approved the Preliminary Subdivision Plan for Butler Bay, subject to the following amended conditions:

1. Development in accordance with the Cluster approval conditions by the P&Z Commission on February 21, 1985, the Preliminary Subdivision Plan dated Received 8/9/85, the Subdivision Regulations, and the Zoning Resolution, unless herein waived. Preliminary Subdivision Plan approval automatically

expires on November 18, 1986, in accordance with Subdivision Regulations as amended.

2. Existing wetland vegetation along the shoreline of Lakes Butler, Crescent and Roberts shall be left in its natural state, except for the lake access as allowed by the Orange County Lakeshore Protection Ordinance. The boundary of shoreline wetland vegetation shall be flagged and surveyed and must be shown as a Conservation Easement on the construction plan and plat submittals with development rights dedicated to Orange County. Upon completion of flagging of this area, and prior to construction plan submittal, the applicant shall notify the Orange County Planning and Environmental Protection Departments so that a field verification can be performed. This restriction on vegetation clearing within the easement area shall be recorded in each deeded lot and a copy of such deed provided to the Orange County Planning Department at the time of plat approval. There shall be no fill below the 101' contour on Lake Butler.
3. The two lowland areas east of Lots 116 - 122 (Phase IV) shall be incorporated into the design of the project and must comply with the Mitigation Plan (dated received April 19, 1985), and the recommendations of the Conservation Area Analysis Report by Lotspeich and Associates (dated 2/7/85). After completion of the mitigation program, the applicant shall notify the Orange County Planning and Environmental Protection Departments so that field verification can be performed.
4. Development Plan for the Clubhouse and Tract F shall be processed through the Commercial Site Plan process.
5. The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities.
6. The applicant shall provide sidewalks in compliance with the Subdivision Regulations.
7. Lots 123 - 140 of Butler Bay, Unit Two, shall be vacated prior to plat approval.
8. Any building area containing muck shall be demucked and replaced with suitable fill material prior to construction.
9. All lakefront lots, at time of platting, shall have a minimum lot width of 110' at the normal high water elevation.
10. A soil log will be required on each lot prior to issuance of septic tank permit.
11. The developer shall submit a Storm Water Management Plan in conformance with State Regulations for discharge into outstanding Florida waters.
12. Development rights to the Conservation Areas and golfcourse, except for the clubhouse and maintenance facility, shall be dedicated to Orange County.
13. The Lake Butler Cove Plan, to be submitted at a later date, shall have minimum one (1) acre size lots.
14. The drainage system shall not be designed to discharge stormwater into Lake Crescent which will result in a degradation of Lake Crescent water quality. Prior to construction of drainage system, background water quality shall be determined for Lake Crescent and used as a standard for determining water quality. The Developer shall provide to each property owner a copy of the recorded restrictions in order to prevent degradation of the water quality.

Public Works
Hovercraft,
Inc.

Test of
Boats
Lake Mason/
Taft
Retention
Pond

Upon a motion by Commissioner Harrell, seconded by Commissioner Marston and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board granted a temporary permit for a period of ninety (90) days for testing of boats by Hovercraft, Inc., at the Taft Retention Pond (Lake Mason) off Boggy Creek Road.

2480274 ORANGE CO. FL.
12:44:28PM 03/06/86

DEVELOPER'S AGREEMENT

OR3757 P51536

THIS AGREEMENT is made by and between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida ("Orange County") and WINDERMERE LAKES, LTD., a Florida limited partnership, 5401 Kirkman Road, Suite 600, Orlando, Florida 32819 ("Owner").

R E C I T A L S:

1. Owner owns certain real property located in the unincorporated area of Orange County (the "Property") more particularly described in Exhibit "A" attached hereto.
2. Owner applied to subdivide the Property.
3. On November 18, 1985, Orange County conducted a public hearing to consider Owner's request for Preliminary Subdivision Plan Approval for the Property.
4. Orange County has authority to regulate the subdividing of real property located in the unincorporated area of Orange County and has the authority to impose necessary conditions in connection with the review and approval of any such Preliminary Subdivision Plan.
5. At the public hearing on November 18, 1985, the Board of County Commissioners of Orange County adopted certain conditions of approval for the Preliminary Subdivision Plan for the Property based upon the Orange County Subdivision Regulations and based upon considerations relating to the area surrounding the Property, including without limitation, developments abutting the Property, water bodies abutting the Property and other circumstances affecting the Property.
6. The conditions of approval adopted by Orange County assure compliance with the Orange County Subdivision Regulations and assure compatibility of development on the Property with surrounding development and with the surrounding environment.
7. Orange County and Owner desire to memorialize the conditions of approval.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions stated below, Orange County and Owner agree as follows:

1. Recitals. The foregoing recitals are true and form a material part of this Agreement
2. Conditions of Approval. The following conditions of approval apply to the Property and shall control all future development of the Property permitted by the Preliminary Subdivision Plan approval granted by Orange County on November 18, 1985 (unless said conditions of approval are amended or modified by Orange County): see Exhibit "A" attached.

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING

FEB 24 1986

Florida	Fee
Reg Fee	\$ 27.50
Doc Tax	
Int Tax	
Total	\$ 37.50

THOMAS H. LOCKE
Orange County
County Clerk
By
Deputy Clerk

Return to Clerk to BCO - 5th Floor, County Administration Building - Beverly

3. Recording. The parties hereto agree that an executed copy of this Agreement shall be recorded at the Developer's expense in the Official Records of Orange County, Florida, prior to platting all or any part of the Property.

4. Letter from Orange County. Upon written request from the Owner, Orange County, or any successor agency or entity, will execute a document (the form of which is reasonably satisfactory to Owner) which evidences the status of compliance by Owner with the attached conditions of approval. Said document shall be prepared in recordable form and shall be delivered to Owner within ten (10) days of receipt by the County of the request for same.

5. Recording Modifications to Conditions of Approval. Any modifications to the Conditions of Approval referenced in Paragraph 2. above shall be recorded in the Public Records of Orange County, Florida.

6. Effective Date. This Agreement takes effect on the later of the dates stated below.

ORANGE COUNTY, FLORIDA

By: Bal Harrison
Vice-Chairman, Board of County
Commissioners

DATE: FEB 24 1986

ATTEST: THOMAS H. LOCKER,
Clerk to Board of County
Commissioners

By: Mary D. Harrison
Deputy Clerk

WINDERMERE LAKES, LTD., a Florida
limited partnership

By: Raymond G. Conway
General Partner

(Corporate Seal)

DATE: January 31, 1986

ATTEST:

By: Beverly P. Holloman
Secretary

OR3757-PS1537

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT S. HARRELL, VICE-Chairman of the Board of County Commissioners of Orange County, Florida, to me known to be the person described in and who executed the foregoing Developer's Agreement, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of FEBRUARY, 1986.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires November 4, 1989
Bonded Thru Stone & Brown, Inc.

Burley L. Holloman
Notary Public

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Raymond G. Conway, General Partner of Windermere Lakes, Ltd. a Florida limited partnership, to me known to be the person described in and who executed the foregoing Developer's Agreement, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of JANUARY, 1986.

My Commission Expires:

Stephen D. Feinberg
Notary Public

Notary Public State of Florida at Large
My Commission expires April 19, 1986

DR3757 PG 1538

into compliance with revised State Law and to remove inconsistencies and clarify portions of the existing ordinance.

Mr. Ray West, member of the E.A.R.V. Board, was present to answer questions from the Commissioners.

Upon a motion by Commissioner Carter, seconded by Commissioner Harrell and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board adopted an Ordinance to amend Article IV, as described above.

(Ordinance on file in the office of the Clerk to Board of County Commissioners).

Notice was given that the Board of County Commissioners would hold a public hearing to consider the Preliminary Subdivision Plan for Butler Bay on the following described property:

That part of the Replat of Metcalf Park, as recorded in Plat Book Q, Page 18, of the Public Records of Orange County, Florida; described as follows:

683757 F31539

Begin on the Northern right of way line of Park Ave. and the Southeast corner of the Homeowners Park of Butler Bay Unit One, as recorded in Plat Book 11, Pages 92 through 94 of the Public Records of Orange County, Florida; thence leaving the Northern right of line of Park Ave. run along the boundary line of said Butler Bay Unit One N.30°41'40"W. 395.90 feet; thence continue along said boundary line run N.37°54'26"W. 308.39 feet; thence leaving said boundary of Butler Bay Unit One run N.02°51'17"E. 655.01 feet; thence N.01°11'12"E. 1300.86 feet to the Southerly right of way line of Windermere Road; thence through the following courses and distances run along the Southerly right of way line of said Windermere Road; thence S.82°38'04"E. 44.92 feet; thence S.87°42'31"E. a distance of 519.40 feet to the point of curvature of a curve concave Southerly and having a radius of 673.31 feet with a central angle of 07°56'11"; thence Easterly along the arc of said curve 93.27 feet to the point of a reverse curve concave Northerly and having a radius of 849.98 feet with a central angle of 07°54'00"; thence Easterly along the arc of said curve 117.20 feet to the point of tangency; thence S.37°40'20"E. a distance of 2069.10 feet to a point on the Westerly right of way of the Seaboard Coast Line Railroad; thence leaving the South right of way of Windermere Road, run S.10°27'59"W. along said Westerly right of way 519.45 feet to the point of curvature of a curve concave Southeasterly and having a radius of 1,490.98 feet; thence Southwesterly 85.87 feet along the arc of said curve through a central angle of 03°15'09" to a point on said curve and also being the Northeast corner of an Orange County School Property as recorded in Official Record Book 1708, Pages 267 and 268 of the Public Records of Orange County, Florida; thence leaving said Seaboard Coast Line Railroad run along said school property boundary line through the following courses and distances; thence N.87°11'23"W. 573.56 feet (570.00 feet per deed); thence S.34°48'40"W. 400.00 feet; thence S.10°40'17"E. 810.35 feet to the Southwest corner of said school property and said point being on the Northerly right of way of Park Ave.; thence through the following courses and distances run along said Northerly right of way line; thence S.60°38'17"W. 770.99 feet to the point of curvature of a curve concave Northerly and having a radius of 257.52 feet; thence Westerly 187.61 feet along the arc of said curve through a central angle of 41°44'33" to point of tangency; thence N.77°37'10"W. 207.50 feet to the point of curvature of a curve concave Southerly and having a radius of 852.51 feet; thence Westerly 561.67 feet along the arc of said curve through a central angle 43°04'30" to the point of tangency; thence S.59°18'20"W. 586.44 feet to the point of beginning.

Containing 103.556 acres.

Subject to Easements and Restrictions of Record.

(NOTE: Legal reflects peaceful occupation for Westerly property line).

EXHIBIT "A"

TOGETHER WITH

Commencing at the Northeast corner of the Northwest 1/4 of Section 7, Township 23 South, Range 28 East, Orange County, Florida, run thence S.02°52'28"W. along the East line of said Northwest 1/4 907.60 feet to the Northerly right of way line of Park Avenue; thence run S.59°18'20"W. 155.22 feet along said Northerly right of way line for the Point of Beginning at the point of curvature of a curve concave Northerly having a radius of 1683.37 feet and a central angle of 09° 19'00"; thence run Southwesterly along the arc of said curve 273.73 feet to the point of tangency; thence run S.68°37'20"W. along said right of way line 2906.87 feet; thence S.21°38'40"E. 10.00 feet; thence S. 68° 00'20"W. along said right of way line 235.00 feet to the centerline of an existing canal; thence leaving aforesaid Northerly right of way line, run N.15°59'40"W. along said canal centerline 1055 feet more or less to the water edge of Lake Crescent; thence run Easterly along said waters edge 1000 feet more or less to the West line of aforesaid Section 7; thence run N.02°52'28"E. along said West line 540 feet more or less to the Northwest corner of the South 1/2 of the North 1/2 of the Northwest 1/4 of said Section 7; thence run S.87°54'26"E. along the North line of said South 1/2 of the North 1/2 of the Northwest 1/4 a distance of 1970.80 feet to the Southwest corner of the East 1/2 of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of said Section 7; thence continue S.87°54'26"E. 212.20 feet to a point 395.90 feet N.30°41'40"W. from the Point of Beginning; thence run S.30°41'40"E. 395.90 feet to the Point of Beginning.

Containing therein 59.0 acres more or less.

GR3757 FS1540

TOGETHER WITH

For a Point of Beginning begin at the Southwest corner of the Northeast 1/4 of Section 12, Township 23 South, Range 27 East, Orange County, Florida; said point being the Southwest corner of Butler Bay Unit Two as recorded in Plat Book 13, Pages 59 and 60 of the Public Records of Orange County, Florida; and said point also being a point on the Southerly right of way line of Park Avenue and the point of curvature of a curve concave Northwesterly and having a 800.00 foot radius; thence through the following courses and distances along said Southerly boundary of Butler Bay Unit Two; run Northeasterly 322.31 feet along the arc of said curve through a central angle of 23°05'02" to the point of tangency; thence N.67°00'00"E. 189.82 feet to the point of curvature of a curve concave Southeasterly and having a 740.00 foot radius; thence Northeasterly 326.57 feet along the arc of said curve through a central angle of 25°17'07" to the point of tangency; thence S.87°42'53"E. 656.59 feet to the point of curvature of a curve concave Northwesterly and having a 7651.33 foot radius; thence Easterly 199.99 feet along the arc of said curve through a central angle of 01°29'51" to the point of tangency; thence S.89°12'45"E. 211.51 feet to a point on the Northerly right of way line of Metcalf Road as recorded in Official Record Book 1098, Page 150 of the Public Records of Orange County, Florida; thence leaving said Southerly boundary line run S.68°00'20"W. 1659.42 feet along said right of way of Metcalf Road; thence S.21°59'40"W. 60.00 feet; thence N.68°00'20"E. 248.47 feet; thence leaving said Metcalf Road right of way line run S.57°49'00"W. 220.62 feet; thence S.69°02'00"W. 167.63 feet to the Southeast corner of a 30.00 foot wide road right of way as recorded in Official Record Book 1573, Page 427 of the Public Records of Orange County, Florida; thence along the boundary of said road right of way run N.20°58'00"W. 30.00 feet; thence S.69°02'00"W. 430.08 feet; thence S.20°58'00"E. 30.00 feet; to the Southwest corner of said right of way; thence leaving said right of way run S.69°02'00"W. 435.16 feet to the waters edge of Lake Butler; thence through the following courses and distances along the waters edge: run S.31°22' 40"W. 61.31 feet; thence S. 52°43'51"W. 164.27 feet; thence S.62°45' 21"W. 119.33 feet; thence N.81°31'31"W. 148.23 feet; thence S.72°49' 49"W. 110.17 feet; thence S.55°20'20"W. 126.77 feet; thence S. 19°16' 45"W. 92.96 feet; thence S.17°11'20"E. 93.63 feet; thence S.26°44'59"E. 58.42 feet; thence S.68°17'08"E. 122.29 feet; thence S.51°53'10"E. 126.45 feet; thence S.45°46'36"E. 128.87 feet; thence S.33°33'27"E. 124.06 feet; thence S.05°35'17"E. 133.06 feet; thence S. 51°17'01"W. 143.30 feet; thence S.08°36'27"W. 107.42 feet; thence S.19°11'16"W. 163.11 feet; thence S.20°00'13"W. 112.72 feet; thence S. 15°17'30"W. 123.39 feet; thence S.09°57'30"W. 96.60 feet; thence S.86°12'46"E. 64.55 feet; thence N.45°48'27"E. 60.89 feet; thence N.66°27'49"E. 66.45 feet; thence leaving said waters edge run S.36°27'24"W. 107.50 feet to the Northerly right of way line of West Lake Butler Road; thence along said Northerly right of way line run N.53°47'16"W. 28.40 feet to the point of

radius; thence Westerly 180.21 feet along the arc of said curve through a central angle of $21^{\circ}55'40''$ to the point of tangency; thence $S.74^{\circ}17'04''W.$ 186.23 feet to the point of curvature of a curve concave Northwesterly and having a 410.76 foot radius; thence Southwesterly 17.78 feet along the arc of said curve through a central angle of $02^{\circ}28'46''$ to a point on the West line of the East 1/2 of the Southwest 1/4 of said Section 12; thence leaving said Northerly right of way from a tangent bearing of $S.76^{\circ}45'50''W.$ run $N.01^{\circ}40'18''E.$ 2636.92 feet along said West line of the East 1/2 of the Southwest 1/4 of said Section 12 to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 12 and being a point on the Southerly right of way line of Lake Butler Blvd. and also being the Southwest corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence $S.89^{\circ}54'58''E.$ 1325.20 feet along the Southerly boundary of Lake Buynak to the Point of Beginning.

Containing therein 59.6027 acres; subject to easements and restrictions of record.

TOGETHER WITH

Butler Bay Unit Two, Plat Book 13, Pages 59-60; OR3757 PG1541
For a Point of Beginning, begin at the Southwest corner of the Northeast 1/4 of Section 12, Township 23 South, Range 27 East, Orange County, Florida; thence $N.01^{\circ}39'57''E.$ 1291.88 feet along the West line of said Northeast 1/4 also being the East boundary line of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; to the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 12; thence $N.28^{\circ}50'29''E.$ 468.57 feet; thence $N.32^{\circ}43'20''E.$ 474.20 feet to the waters edge of Lake Crescent; thence run along the waters edge through the following courses; thence $S.44^{\circ}24'53''E.$ 69.12 feet; thence $S.28^{\circ}25'38''E.$ 120.56 feet; thence $S.64^{\circ}00'10''E.$ 159.71 feet; thence $S.23^{\circ}50'01''E.$ 161.45 feet; thence $N.58^{\circ}24'34''E.$ 110.23 feet; thence $S.55^{\circ}36'31''E.$ 273.80 feet; thence $S43^{\circ}15'36''E.$ 265.58 feet; thence $S.58^{\circ}50'14''E.$ 185.01 feet; thence $S.69^{\circ}45'37''E.$ 246.99 feet; thence $S.45^{\circ}41'50''E.$ 62.02 feet to a point on the center line of an existing canal also being the Northwesterly line of Lot 102 of Butler Bay Unit One as recorded in Plat Book 11, Pages 92, 93 and 94 of the Public Records of Orange County, Florida; thence $S.15^{\circ}59'40''E.$ 1010.54 feet along the Westerly line of said Butler Bay Unit One to a point on the Northerly right of way line of Park Avenue; thence $S.68^{\circ}00'20''W.$ 167.56 feet along said right of way line; thence $N.89^{\circ}12'45''W.$ 239.34 feet to the point of curvature of a curve concave Northwesterly and having a 7651.33 foot radius; thence Westerly 199.99 feet along the arc of said curve through a central angle of $01^{\circ}29'51''$ to the point of tangency; thence $N.87^{\circ}42'53''W.$ 656.69 feet to the point of curvature of a curve concave Southeasterly and having a 740.00 foot radius; thence Southwesterly 326.57 feet along the arc of said curve through a central angle of $25^{\circ}17'07''$ to the point of tangency; thence $S.67^{\circ}00'00''W.$ 189.22 feet to the point of curvature of a curve concave Northwesterly and having a 800.00 foot radius; thence Southwesterly 322.11 feet along the arc of said curve through a central angle of $23^{\circ}05'02''$ to the Point of Beginning; Containing therein 63.2832 acres. Subject to easements and restrictions of record.

TOGETHER WITH

A parcel of land situate in Section 1 and 12, Township 23 South, Range 27 East, Orange County, Florida, described as follows:
For a Point of Beginning begin at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 12, and said point being the Northeast corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence $N.89^{\circ}11'43''W.$ 1324.38 feet along the North boundary line of said Lake Buynak Estates and the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 12 to the Northwest corner of Lake Buynak Estates and said point also being the Easterly right of way line of McKinnon Road and a point on a curve concave Northwesterly and having a 118.10 foot radius; from a tangent bearing $N.43^{\circ}26'06''E.$ thence through the following courses and distances along said Easterly right of way run Northeastly 86.07 feet along the arc of said curve through a central angle of $41^{\circ}45'26''$ to the point of tangency; thence $N.01^{\circ}40'40''E.$ 1230.06 feet to a point on the North line of said Section 12; thence $N.02^{\circ}19'14''E.$ 1200.00 feet; thence leaving said right of way line run $S.87^{\circ}40'46''E.$ 340.00 feet to a point of curvature of a curve concave Southeasterly and having a 411.67 foot radius; thence from a tangent bearing of $N.18^{\circ}30'00''E.$ run Northeastly 961.94 feet along the arc of said curve through a central angle of $133^{\circ}51'52''$ to the point of tangency; thence $S.27^{\circ}37'08''E.$ 129.22 feet to the point of curvature of a curve concave Northeastly

and having a 230.00 foot radius; thence Easterly 361.28 feet along the arc of said curve through a central angle of $90^{\circ}00'00''$ to the point of a compound curve concave Northwesterly and having a 470.00 foot radius; thence Northeasterly 200.00 feet along the arc of said curve through a central angle of $24^{\circ}22'52''$ to a point; thence from a tangent bearing of N. $38^{\circ}00'00''$ E run S. $52^{\circ}00'00''$ E. 400.00 feet to the waters edge of Lake Crescent also being at a contour elevation of 102.8 feet (Orange County Datum); thence along the waters edge and the 102.8 foot contour elevation through the following courses and distances run thence S. $29^{\circ}49'44''$ W. 140.00 feet; thence S. $70^{\circ}24'19''$ W. 61.02 feet; thence N. $87^{\circ}43'55''$ W. 72.88 feet; thence S. $34^{\circ}06'48''$ W. 134.62 feet; thence S. $25^{\circ}29'52''$ E. 99.65 feet; thence S. $75^{\circ}34'55''$ E. 146.75 feet; thence S. $11^{\circ}33'52''$ E. 201.96 feet; thence S. $04^{\circ}10'29''$ W. 107.24 feet; thence S. $23^{\circ}03'37''$ W. 89.96 feet; thence S. $31^{\circ}31'13''$ W. 235.66 feet; thence S. $56^{\circ}54'41''$ W. 170.83 feet; thence S. $25^{\circ}38'35''$ W. 127.58 feet; thence S. $16^{\circ}40'49''$ E. 131.74 feet; thence S. $70^{\circ}43'14''$ E. 98.57 feet; thence S. $31^{\circ}11'24''$ E. 97.03 feet; thence leaving said waters edge and 102.8 contour elevation run S. $32^{\circ}43'20''$ W. 18.00 feet to the Northwest corner of Lot 123 of Butler Bay Unit Two as recorded in Plat Book 13, Pages 59 and 60 of the Public Records of Orange County, Florida; thence continue S. $32^{\circ}43'20''$ W. 474.20 feet along the Northwesterly boundary line of said Butler Bay Unit Two; thence continue along said Butler Bay Unit Two boundary, S. $28^{\circ}50'29''$ W. 468.57 feet to the Point of Beginning.

Containing therein 99.659 acres. Subject to easement and restrictions of record.

TOGETHER WITH

083757 P51542

A parcel of land situate in Section 1, Township 23 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 12, and said point being on the Northeast corner of Lake Buynak Estates as recorded in Plat Book 3, Page 115 of the Public Records of Orange County, Florida; thence N. $89^{\circ}11'43''$ W. 1324.38 feet along the North boundary line of said Lake Buynak Estates and the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 12 to the Northwest corner of Lake Buynak Estates and said point also being the Easterly right of way line of McKinnon Road and a point on a curve concave Northwesterly and having a 118.10 foot radius; from a tangent bearing of N. $43^{\circ}26'06''$ E. thence through the following courses and distances along said Easterly right of way, run Northeasterly 86.07 feet along the arc of said curve through a central angle of $41^{\circ}45'26''$ to the point of tangency; thence N. $01^{\circ}40'40''$ E. 1230.06 feet to a point on the North line of said Section 12; thence N. $02^{\circ}19'14''$ E. 1200.00 feet for a Point of Beginning; thence continue along said right of way line run N. $02^{\circ}19'14''$ E. 883.76 feet to the point of curvature of a curve concave Southeasterly and having a 367.99 foot radius; thence Northeasterly 254.02 feet along the arc of said curve through a central angle of $41^{\circ}06'29''$ to the point of tangency; thence N. $43^{\circ}25'43''$ E. 207.55 feet to the point of curvature of a curve concave Southeasterly and having a 318.57 foot radius; thence Northeasterly 256.58 feet along the arc of said curve through a central angle of $40^{\circ}55'45''$ to the point of tangency; thence S. $88^{\circ}37'31''$ E. 1035.50 feet to the point of curvature of a curve concave Northwesterly and having a 1187.00 foot radius; thence Northeasterly 341.29 feet along the arc of said curve through a central angle of $16^{\circ}28'25''$ to point on said curve; thence leaving said right of way line from a tangent bearing of N. $74^{\circ}54'03''$ E. run S. $01^{\circ}45'56''$ W. 7.01 feet to the North line of the Southeast 1/4 of Section 1, Township 23 South, Range 27 East, Orange County, Florida; thence S. $88^{\circ}12'22''$ E. 898.22 feet along said North line of the Southeast 1/4 to the waters edge of Lake Crescent also being a contour elevation of 102.8 feet (Orange County Datum); thence along the waters edge and the 102.8 foot contour elevation through the following courses and distances; run thence S. $18^{\circ}51'19''$ W. 36.96 feet; thence run S. $00^{\circ}41'46''$ W. 170.19 feet; thence S. $33^{\circ}44'53''$ W. 177.61 feet; thence S. $38^{\circ}42'40''$ W. 170.04 feet; thence S. $14^{\circ}25'00''$ W. 126.17 feet; thence S. $28^{\circ}30'13''$ W. 93.71 feet; thence S. $38^{\circ}50'41''$ W. 131.86 feet; thence S. $16^{\circ}21'54''$ W. 148.87 feet; thence S. $03^{\circ}44'18''$ W. 143.86 feet; thence S. $13^{\circ}25'44''$ W. 154.86 feet; thence S. $48^{\circ}25'14''$ W. 193.92 feet; thence S. $50^{\circ}10'14''$ W. 175.73 feet; thence S. $36^{\circ}19'51''$ W. 106.47 feet; thence S. $29^{\circ}19'44''$ W. 92.07 feet; thence leaving said waters edge and 102.8 contour elevation run N. $52^{\circ}00'00''$ W. 400.00 feet to a point on a curve concave Northwesterly and having a 470.00 foot radius thence from a tangent bearing of N. 38°

angle of 90°00'00" to the point of tangency; thence N.27°37'08"W. 129.82 feet to the point of curvature of a curve concave Southerly and having a radius of 411.67 feet; thence Southwesterly 961.94 feet along the arc of said curve through a central angle of 133°52'52" to the point of tangency; thence from a tangent bearing of N.18°30'00"E. run N. 87°40'46" W. 340.00 feet to the Point of Beginning.

Containing therein 76.5969 acres;

Subject to easements and restrictions of record.

Note: The following section was prepared by others.

That part of the South 1/2 of Government Lot 2 lying North of McKinnon Road right of way (Less the East 758 feet thereof), Section 1, Township 23 South, Range 27 East, lying with the West 1/4 of the Northeast 1/4 of said Section 1

TOGETHER WITH

The Southeast 1/4 of the Northwest 1/4 of Section 1, Township 23 South, Range 27 East (Less McKinnon Road right of way over the Southerly portion thereof)

TOGETHER WITH

All that land lying Northwesterly of McKinnon Road in the East 1/2 of the Southwest 1/4 of Section 1, Township 23 South, Range 27 East.

Location: Between Lakes Robert, Crescent, Buynak and Butler
District #3

A public hearing was held and Planning & Development Director Tracy Watson reviewed additional recommendations submitted by the Development Review Committee under date of November 14, 1985, for this project. Mr. Watson reviewed the conditions of approval for Butler Bay.

Attorney Tom Ross, representing the developer, stated that the conditions of approval were acceptable. He discussed the requirements for maintenance of the reverse swales on the lakefront lots.

A short discussion followed regarding minimum one acre lots on south section of the project.

083757 PG1543

Attorney Tom Ross stated that the developer agreed to a minimum of one acre lots south of Lake Butler Boulevard.

The following people addressed the Board concerning the Butler Bay project:

1. Dave Riley, representing Lake Crescent Homeowners Association.
2. Attorney Lee Chotes, representing Mr. and Mrs. Hill.
3. Tracy Dent
4. J. B. Rogers, 3725 Lake Bynak Drive

Developer Emory Conway was present and answered questions concerning Lake Crescent.

The Board and staff discussed approval of the north portion and have the applicant withdraw the south portion (Lake Butler Cove), as that plan requires redesign, or add additional stipulations to provide for roadways and drainage.

Upon a motion by Commissioner Marston, seconded by Commissioner Carter and carried, with all present Commissioners voting AYE, Commissioner Treadway was absent, the Board approved the Preliminary Subdivision Plan for Butler Bay, subject to the following amended conditions:

1. Development in accordance with the Cluster approval conditions by the P&Z Commission on February 21, 1985, the Preliminary Subdivision Plan dated Received 8/9/85, the Subdivision Regulations, and the Zoning Resolution, unless herein waived. Preliminary Subdivision Plan approval automatically

Place this page
in Bay Prel. S/D
as of approval.
Item #14 reworded.

ED PAGE

19, 1985

Page

6. in accordance with Subdivision Regulations as amended.
2. Existing wetland vegetation along the shoreline of Lakes Butler, Crescent and Roberts shall be left in its natural state, except for the lake access as allowed by the Orange County Lakeshore Protection Ordinance. The boundary of shoreline wetland vegetation shall be flagged and surveyed and must be shown as a Conservation Easement on the construction plan and plat submittals with development rights dedicated to Orange County. Upon completion of flagging of this area, and prior to construction plan submittal, the applicant shall notify the Orange County Planning and Environmental Protection Departments so that a field verification can be performed. This restriction on vegetation clearing within the easement area shall be recorded in each deeded lot and a copy of such deed provided to the Orange County Planning Department at the time of plat approval. There shall be no fill below the 101' contour on Lake Butler.
 3. The two lowland areas east of Lots 116 - 122 (Phase IV) shall be incorporated into the design of the project and must comply with the Mitigation Plan (dated received April 19, 1985), and the recommendations of the Conservation Area Analysis Report by Lotspeich and Associates (dated 2/7/85). After completion of the mitigation program, the applicant shall notify the Orange County Planning and Environmental Protection Departments so that field verification can be performed.
 4. Development Plan for the Clubhouse and Tract F shall be processed through the Commercial Site Plan process.
 5. The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities.
 6. The applicant shall provide sidewalks in compliance with the Subdivision Regulations.
 7. Lots 123 - 140 of Butler Bay, Unit Two, shall be vacated prior to plat approval.
 8. Any building area containing muck shall be dewatered and replaced with suitable fill material prior to construction.
 9. All lakefront lots, at time of platting, shall have a minimum lot width of 110' at the normal high water elevation.
 10. A soil log will be required on each lot prior to issuance of septic tank permit.
 11. The developer shall submit a Storm Water Management Plan in conformance with State Regulations for discharge into outstanding Florida waters.
 12. Development rights to the Conservation Areas and golfcourse, except for the clubhouse and maintenance facility, shall be dedicated to Orange County.
 13. The Lake Butler Cove Plan, to be submitted at a later date, shall have minimum one (1) acre size lots.
 14. The drainage system shall not be designed to discharge stormwater into Lake Crescent which will result in a degradation of Lake Crescent water quality. Prior to construction of drainage system, background water quality shall be determined for Lake Crescent and used as a standard for determining water quality. The Developer shall provide to each property owner a copy of the recorded restrictions in order to prevent degradation of the water quality.

Public Works: Upon a motion by Commissioner Harrell, seconded by Commissioner Marston and
Hovercraft, carried, with all present Commissioners voting AYE, Commissioner Treadway was
Inc. absent, the Board granted a temporary permit for a period of ninety (90) days for
Test of testing of boats by Hovercraft, Inc., at the Taft Retention Pond (Lake Mason) off
Boats Boggy Creek Road.

Lake Mason/
Taft
Retention
Pond

RECEIVED
JAN 10 1985
COUNTY ENGINEER, ORANGE COUNTY, FLA.

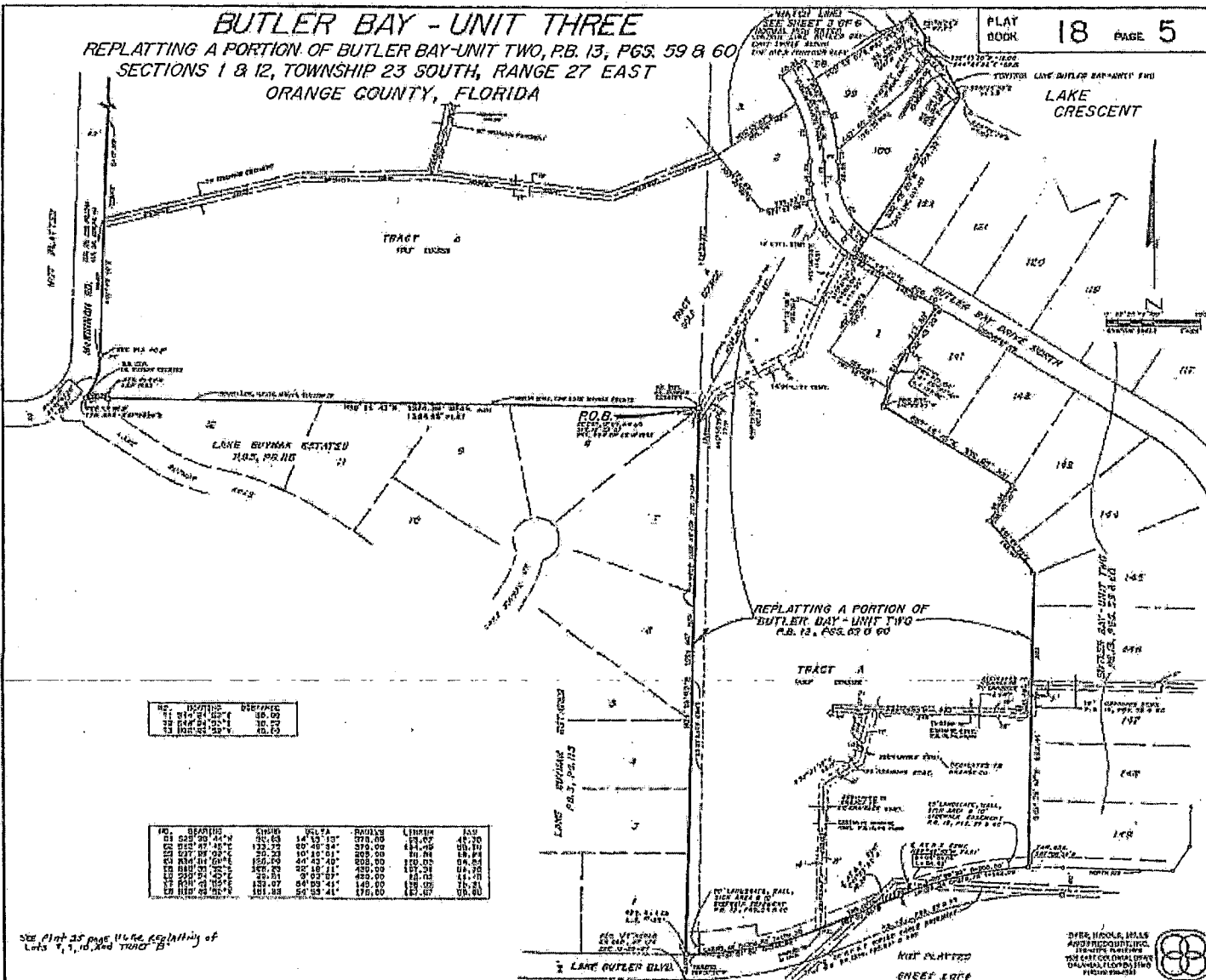
083757 751544
DEC 9 1985

November 18, 1985

PUBLIC WORKS & Page
DEVELOPMENT DIRECTOR

BUTLER BAY - UNIT THREE
 REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60
 SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST
 ORANGE COUNTY, FLORIDA

PLAT BOOK 18 PAGE 5



NO.	BEARING	DISTANCE
1	S 81° 15' 00" E	35.00
2	S 84° 25' 00" E	35.00
3	S 85° 00' 00" E	35.00

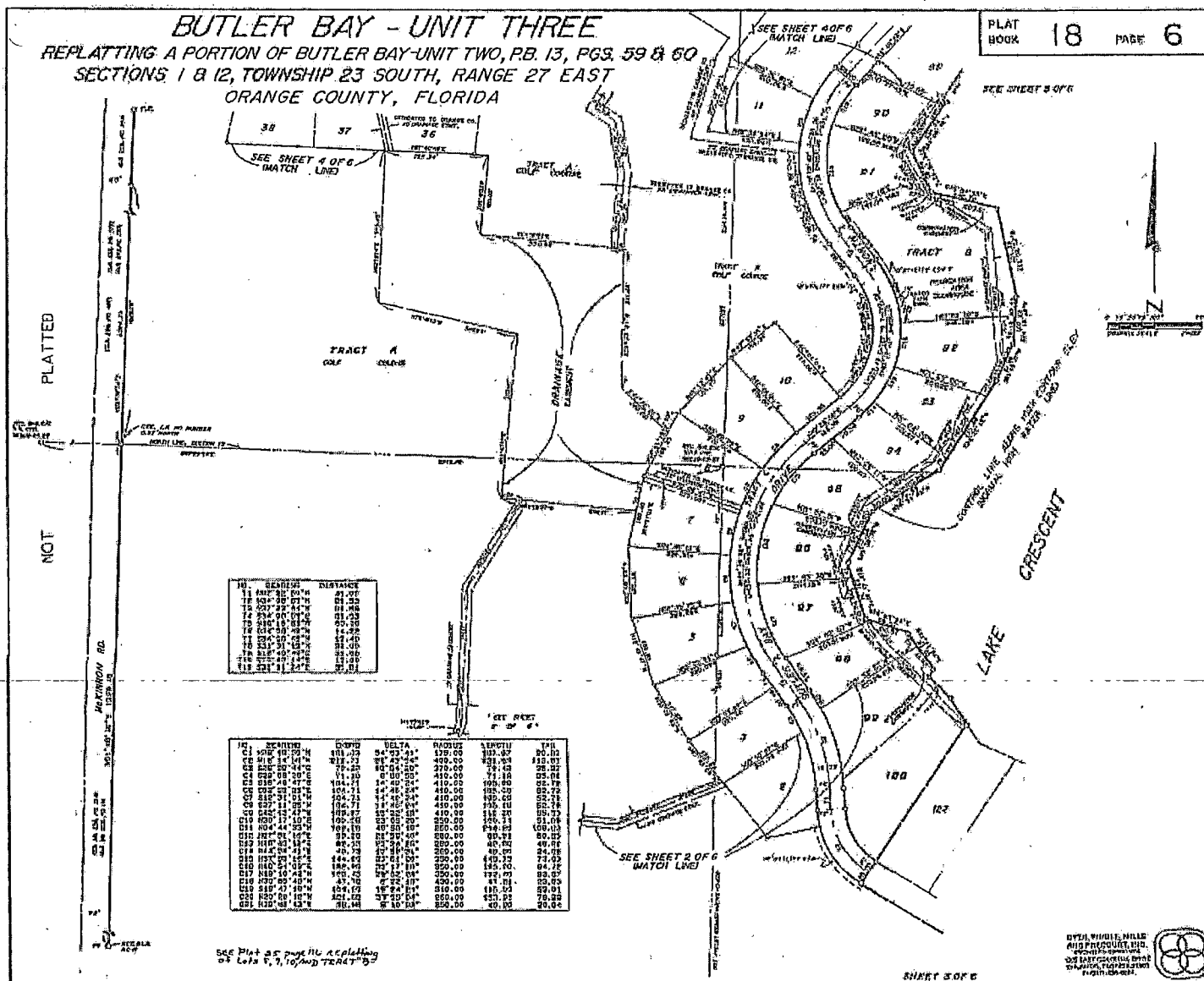
NO.	BEARING	DISTANCE	AREA	PERIMETER	NO.	BEARING	DISTANCE	AREA	PERIMETER
1	S 81° 15' 00" E	35.00	14.33	137.00	11	S 81° 15' 00" E	35.00	14.33	137.00
2	S 84° 25' 00" E	35.00	20.46	184.00	12	S 84° 25' 00" E	35.00	20.46	184.00
3	S 85° 00' 00" E	35.00	25.16	225.00	13	S 85° 00' 00" E	35.00	25.16	225.00
4	S 86° 15' 00" E	35.00	29.42	268.00	14	S 86° 15' 00" E	35.00	29.42	268.00
5	S 87° 30' 00" E	35.00	33.24	307.00	15	S 87° 30' 00" E	35.00	33.24	307.00
6	S 88° 45' 00" E	35.00	36.62	342.00	16	S 88° 45' 00" E	35.00	36.62	342.00
7	S 89° 00' 00" E	35.00	39.56	368.00	17	S 89° 00' 00" E	35.00	39.56	368.00
8	S 90° 15' 00" E	35.00	42.06	385.00	18	S 90° 15' 00" E	35.00	42.06	385.00
9	S 91° 30' 00" E	35.00	44.12	393.00	19	S 91° 30' 00" E	35.00	44.12	393.00
10	S 92° 45' 00" E	35.00	45.74	398.00	20	S 92° 45' 00" E	35.00	45.74	398.00

SEE PLAT 35 PAGE 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

000359

BUTLER BAY - UNIT THREE
 REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60
 SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST
 ORANGE COUNTY, FLORIDA

PLAT BOOK 18 PAGE 6



NO.	SECTION	DISTANCE
11	30	21.01
12	30	21.33
13	30	21.33
14	30	21.33
15	30	21.33
16	30	21.33
17	30	21.33
18	30	21.33
19	30	21.33
20	30	21.33
21	30	21.33
22	30	21.33
23	30	21.33
24	30	21.33
25	30	21.33
26	30	21.33
27	30	21.33
28	30	21.33
29	30	21.33
30	30	21.33

NO.	SECTION	DISTANCE	DELTA	RADIUS	LENGTH	AREA
1	30	21.33	34.03	139.00	139.00	20.02
2	30	21.33	34.03	139.00	139.00	20.02
3	30	21.33	34.03	139.00	139.00	20.02
4	30	21.33	34.03	139.00	139.00	20.02
5	30	21.33	34.03	139.00	139.00	20.02
6	30	21.33	34.03	139.00	139.00	20.02
7	30	21.33	34.03	139.00	139.00	20.02
8	30	21.33	34.03	139.00	139.00	20.02
9	30	21.33	34.03	139.00	139.00	20.02
10	30	21.33	34.03	139.00	139.00	20.02
11	30	21.33	34.03	139.00	139.00	20.02
12	30	21.33	34.03	139.00	139.00	20.02
13	30	21.33	34.03	139.00	139.00	20.02
14	30	21.33	34.03	139.00	139.00	20.02
15	30	21.33	34.03	139.00	139.00	20.02
16	30	21.33	34.03	139.00	139.00	20.02
17	30	21.33	34.03	139.00	139.00	20.02
18	30	21.33	34.03	139.00	139.00	20.02
19	30	21.33	34.03	139.00	139.00	20.02
20	30	21.33	34.03	139.00	139.00	20.02
21	30	21.33	34.03	139.00	139.00	20.02
22	30	21.33	34.03	139.00	139.00	20.02
23	30	21.33	34.03	139.00	139.00	20.02
24	30	21.33	34.03	139.00	139.00	20.02
25	30	21.33	34.03	139.00	139.00	20.02
26	30	21.33	34.03	139.00	139.00	20.02
27	30	21.33	34.03	139.00	139.00	20.02
28	30	21.33	34.03	139.00	139.00	20.02
29	30	21.33	34.03	139.00	139.00	20.02
30	30	21.33	34.03	139.00	139.00	20.02

SEE PLAT 25 SOUTH REPLATTING
 OF LOTS 1, 7, 10 AND TRACT 5

OVER WHOLE, HILLS
 AND PRODUCE, ETC.
 BEING THE SAME
 AS THE SAME, ETC.
 SOUTH 23-00'



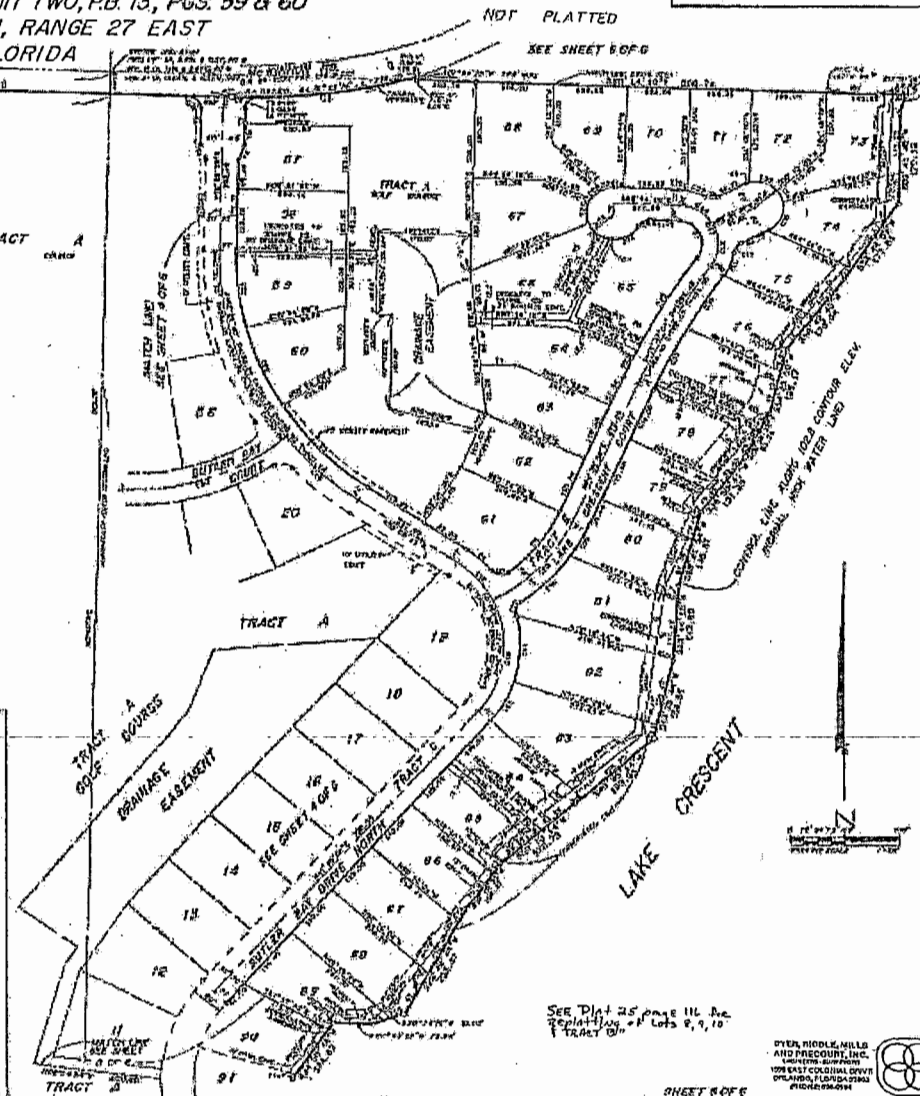
SHEET 3 OF 6

0090360

PLAT 18 PAGE 8
BOOK

ORANGE COUNTY, FLORIDA

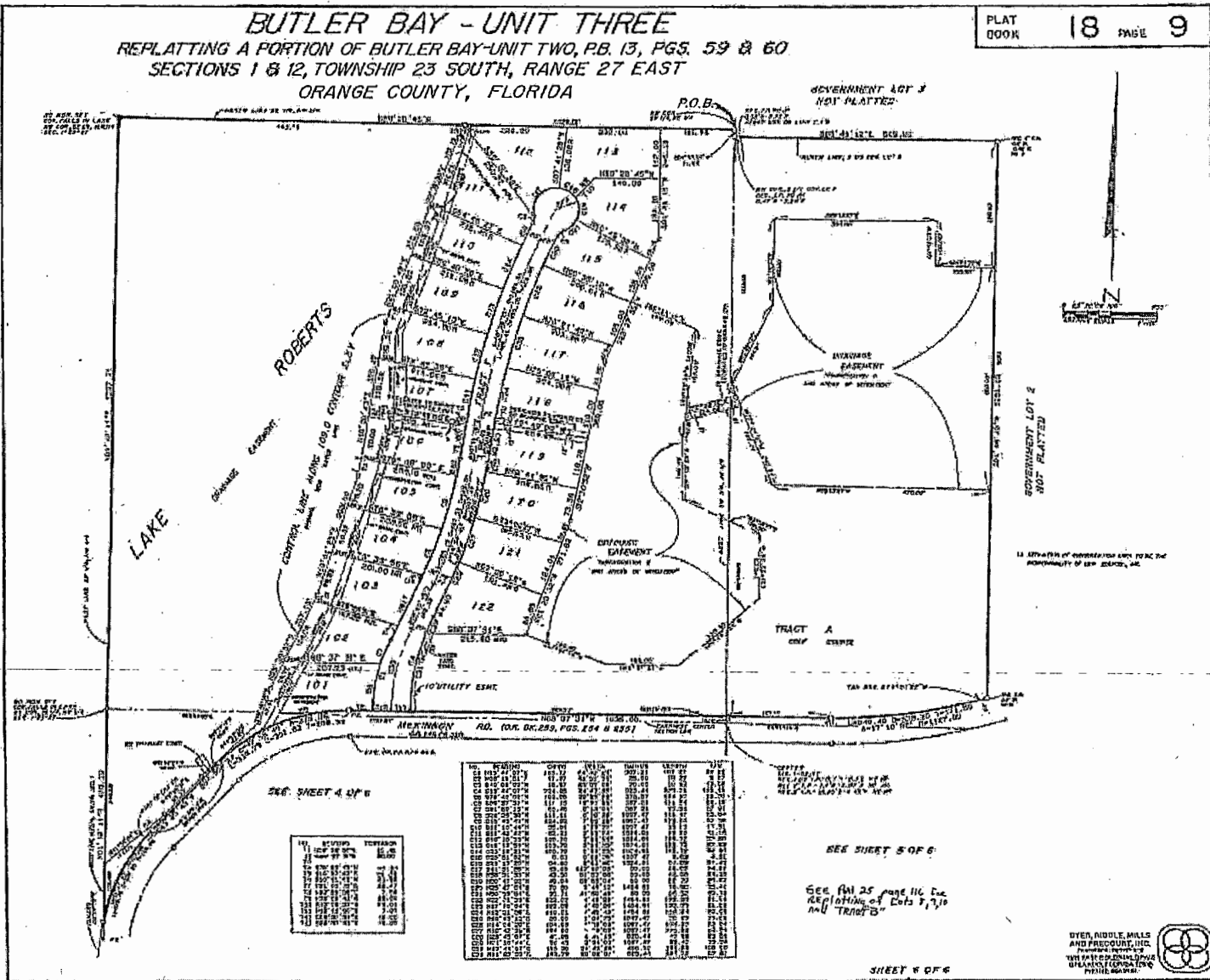
701	62112	62112
72	10112	10112
73	10112	10112
74	10112	10112
75	10112	10112
76	10112	10112
77	10112	10112
78	10112	10112
79	10112	10112
80	10112	10112
81	10112	10112
82	10112	10112
83	10112	10112
84	10112	10112
85	10112	10112
86	10112	10112
87	10112	10112
88	10112	10112
89	10112	10112
90	10112	10112
91	10112	10112
92	10112	10112
93	10112	10112
94	10112	10112
95	10112	10112
96	10112	10112
97	10112	10112
98	10112	10112
99	10112	10112
100	10112	10112

[illegible]

BUTLER BAY - UNIT THREE

REPLATTING A PORTION OF BUTLER BAY-UNIT TWO, P.B. 13, PGS. 59 & 60
SECTIONS 1 & 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST
ORANGE COUNTY, FLORIDA

PLAT 000K 18 PAGE 9



000363

RESOLUTION VACATING AND ANNULING PLAT

WHEREAS, pursuant to the provision of Florida Statutes, Section 177.101(4),
a petition has been filed by Ray Conway

to vacate and annul a portion of a recorded plat, to wit: 2567961 ORANGE CO., FL.
10:17:40AM 67/29/86

Legal Description (See Exhibit "A" Attached)

OR3808 PG2058

WHEREAS, the Petitioners own the fee simple title to the above-described
lands; and

WHEREAS, a Notice of Application for such vacating of said Plat was given
by legal notice, published in the Orlando Sentinel, a newspaper of general circulation
published in Orlando, Florida, and in the County in which the Plat is located, in not
less than two (2) weekly issues as provided by Florida Statutes, Section 177.101(4),
as shown by Proof of Publication attached to the Petition; and

WHEREAS, all State and County taxes for 1985, have been paid as shown
by the Certifications of the Tax Collector of Orange County, Florida, attached to
said Petition; and

WHEREAS, the tract to be vacated is not within the corporate limits of any
incorporated city or town; and

WHEREAS, the plat vacation will not affect the ownership or right of convenient
access of other persons owning other parts of the subdivision and;

WHEREAS, no person or persons have appeared in opposition to the granting
of said Petition; and

WHEREAS, the Board of County Commissioners finds that said Petition and
supporting documents are in accordance with the requirements of Florida Statutes,
Section 177.101, and the applicable provisions of the Orange County Code;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners
of Orange County, Florida that the release sought by said Petition with respect
to the following described property be and the same is hereby granted:

Legal Description (See Exhibit "A" Attached)

and

RESOLVED FURTHER, that the aforescribed portion of the Plat
is hereby vacated and annulled and the streets and alleys in said Plat be and the

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING

JUL 21 1986

Florida	Paid	THOMAS H. LOCKER
Ren Fee	\$ 12.00	Orange County
Doc Tax	\$	Clerk
Int Tax	\$	By <u>THA</u>
Total	\$ 12.00	Deputy Clerk

13.00

same are hereby vacated and abandoned, and the County renounces any rights in said streets and alleys and said property is hereby returned to acreage for the purpose of taxation.

RESOLVED FURTHER, that a certified copy of this Resolution be filed with the Clerk of the Circuit Court of Orange County, Florida and duly recorded among the Public Records of Orange County, Florida.

BOARD OF ORANGE COUNTY COMMISSIONERS

Sam Sherman

Chairman

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution vacating a portion of the Plat of Butler Bay / ^{Unit Two} adopted by the Board of County Commissioners of Orange County, Florida, on the 21st day of

July,
19 86

WITNESS my hand and official seal this 22nd day of July,
19 86, at Orlando, Florida.

THOMAS H. LOCKER, Clerk
Board of County Commissioners

BY

Mary Jo Garrison
Deputy Clerk



OR 8808 PG 2058

DRMP #84-392" "
November 11, 1985
Petition to Vacate Plat

Legal Description

EXHIBIT "A"

That part of "Butler Bay - Unit Two" as recorded in Plat Book 13, Pages 59 and 60 of the Public Records of Orange County, Florida more particularly described as follows:

All of Lots 123 through 140 inclusive and all of "Marabou Court" and that part of "Butler Bay Drive North" lying adjacent to and contiguous with Lot 123, being 60.00 feet in width, as shown on said plat of Butler Bay - Unit Two

Subject to:

The landscape, wall, sign area and sidewalk easement along the South line of Lots 132 through 135 as shown on said plat

Subject to:

That 15.00 foot drainage easement along the East line of Lot 133 and the West line of Lot 134 as shown on said plat

Subject to:

That 18.00 foot drainage easement along the North line of Lot 136 and the South line of Lot 137 as shown on said plat.

and subject to that 20.00 foot American Telephone and Telegraph easement as recorded in Official Record Book 1598, Pages 687 and 688 of the Public Records of Orange County, Florida.

All of the above as shown on the attached "sketch of description" made a part of and attached to this description.

OR3808 PG2060

RECORDED & RETURNED TO
Stephen H. Pollock
County Commissioner, Orange Co., FL

A REPLAT OF LOTS 8, 9, 10 AND TRACT B, BUTLER BAY - UNIT THREE, AS RECORDED IN PLAT BOOK 18, PAGES 4-9 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING A PORTION OF SECTIONS 1 AND 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

1992年12月31日

ALL OF THE A AND B GROUPS ARE IN THE STATE OF TEXAS, IN THE COUNTY OF DALLAS, TEXAS, AND IN THE CITY OF DALLAS, TEXAS. THE A GROUP IS IN THE CITY OF DALLAS, TEXAS, AND THE B GROUP IS IN THE CITY OF DALLAS, TEXAS. THE A GROUP IS IN THE CITY OF DALLAS, TEXAS, AND THE B GROUP IS IN THE CITY OF DALLAS, TEXAS.

[illegible]

THESE TWO THINGS ARE SHOWN BY A FACT. THERE ARE SEVERAL IN THE FIELD OF THE
IN THE 1930S AND 1940S THE AMERICAN STEEL INDUSTRY WAS THE LEADING PRODUCER OF STEEL
WHICH WAS USED IN THE CONSTRUCTION OF BRIDGES, BUILDINGS, AND OTHER STRUCTURES, AND

[illegible]

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Figure 1

1. What is the purpose of the following?
1. To provide information to the public about the company's activities and to provide information to the public about the company's activities.
2. To provide information to the public about the company's activities and to provide information to the public about the company's activities.
3. To provide information to the public about the company's activities and to provide information to the public about the company's activities.
4. To provide information to the public about the company's activities and to provide information to the public about the company's activities.
5. To provide information to the public about the company's activities and to provide information to the public about the company's activities.

* REPLAY OF LOTS 8, 9, 10 AND TRACT A,
TOTAL 9 DAY & UNIT TIME
DEDICATION

[illegible]

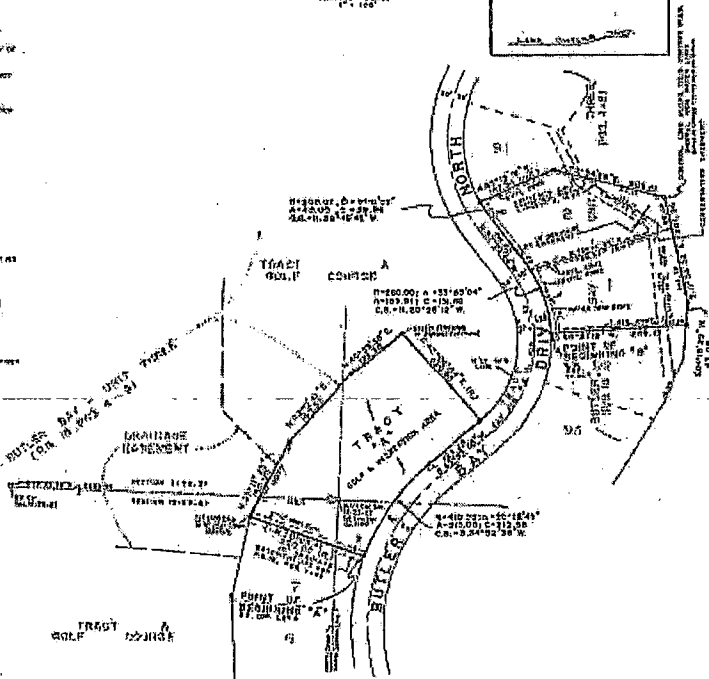
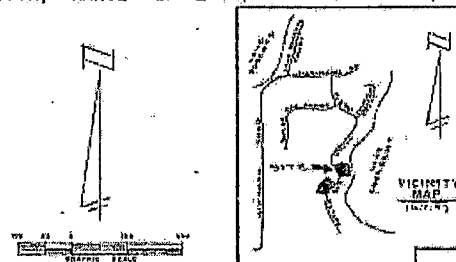
10/11/54

Name and position in the presence of:

21-
SILVER

is no longer, as the testimony and writers have said it was, who subjected the opposing population the diversity according to the opposition thereof to as their true end and stood on both officials themselves only maintain that the officials were of said community in said territory, therefore, was that one

12. Address below: 4400 North 1st St. on corner 44th and 1st on the corner drop.
Schwarz, Beadman
 ANY USE PROHIBITED. By Commission Expires 10/1/95



CITY		STATE		COUNTY	
10	ST. LOUIS	MO.	ST. LOUIS	ST. LOUIS	100.00
11	ST. LOUIS	MO.	ST. LOUIS	ST. LOUIS	100.00
12	ST. LOUIS	MO.	ST. LOUIS	ST. LOUIS	100.00
13	ST. LOUIS	MO.	ST. LOUIS	ST. LOUIS	100.00

EX-145217
DYER, RIDDLE, MILLS
AND FREQUANT, INC.
2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 267

PLAT BOOK	25	PAGE	116
A REMOVAL OF LOTS 0, 3, 10 AND TRACT 8, BUTLER BAY - UNIT THREE <u>DEDICATION</u>			

[illegible]

Handwritten notes on lined paper, including the words "Handwritten" and "Handwritten" written vertically.

STATES OF FLORIDA COUNTY OF ORANGE
THIS IS CERTIFY, that on JANUARY 3, 1970
before me as a Notary Public in and for the State of Florida, personally appeared
JAMES EARL RAY, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

It is also noted that the foreign investment in the State of Florida is known to be the individuals and firms described in and also against the foregoing Declaration and hereby prohibited the execution thereof for the purpose set out and that the following Declaration is hereby made: That the said individual or individuals is (are) a(n) (insert) and that the said Declaration is the true and correct statement of the facts.

IN WITNESS WHEREOF, I have hereunto set my hand and give these dates,
James M. Hines
 Notary Public
 My Commission Expires 04-30-91

[illegible]

CERTIFICATE OF APPROVAL
BY RECORDS DIRECTOR

Examined and Approved: *Sharon Smith* 4/3/90
Date

**CERTIFICATE OF APPROVAL
BY COUNTY ENGINEER**

For and
Approved: Maxwell H. [Signature] J. 22.98
County Engineer Date

**CERTIFICATE OF APPROVAL BY
BOARD OF COUNTY COMMISSIONERS**

THIS IS TO CERTIFY, That on 4-2-90, the foregoing plat was approved by the Orange County Commissioners, Orange County, Florida.

Bill Dineen
Vice, Chairman, Board of County Commissioners

Attest:
Martha D. Williams
Staff of the Board of County Commissioners

BY: James D. Williams Sec.

CERTIFICATE OF COUNTY COMPTROLLER
 I HEREBY CERTIFY that I have examined the foregoing and find that it is correct and true and that the same is in accordance with the provisions of the laws of the State of New York.
 Dated this 1st day of June, 1964.
 COUNTY COMPTROLLER
 GEORGE C. COOPER
 16 WALL STREET, NEW YORK, N.Y. 10038

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING
APR 2 1990

RESOLUTION VACATING AND ANNULING PLAT

WHEREAS, pursuant to the provisions of Florida Statutes, Section 177.101(4), a Petition has been filed by Warren Stanchina, President of South Golf Company, Ltd., and C. Philip Wallis, President of Westco Development Inc., to vacate and annul a portion of a recorded plat, to wit:

3489381 ORANGE CO. FL.
07:18:40AM 04/10/90

ORL 173PG3662

Lots 8, 9 and 10, Butler Bay, Unit Three, as Recorded in Plat Book 18; Pages 4-9 of The Public Records of Orange County, Florida.

and:

Tract B, Butler Bay, Unit Three, as Recorded in Plat Book 18, Pages 4-9, of The Public Records of Orange County, Florida.

All of the aforesaid property being a portion of Section 1 and 12, Township 23 South, Range 27 East, Orange County, Florida.

WHEREAS, the Petitioners own the fee simple title to the above described lands; and

WHEREAS, a Notice of Application for such vacating of said Plat was given by legal notice, published in the Orlando Sentinel, a newspaper of general circulation published in Orlando, Florida, and in the County in which the Plat is located, in not less than two (2) weekly issues as provided by Florida Statutes, Section 177.101(4), as shown by Proof of Publication attached to the Petition; and

WHEREAS, all State and County taxes for 1990, have been paid as shown by the Certifications of the Tax Collector of Orange County, Florida, attached to said Petition; and

WHEREAS, the tract to be vacated is not within the corporate limits of any incorporated city or town; and

WHEREAS, the plat vacation will not affect the ownership or rights of convenient access of other persons owning other parts of the subdivision; and

Rec Fee \$ 9.00 MARTHA O. HAYNE
Add Fee \$ 1.50 Orange County
Doc Tax \$ — Commroller
Int Tax \$ — By *RA*
Total \$ 10.50 Deputy Clerk

000368

WHEREAS, no person or persons have appeared in opposition to the granting of said Petition; and

WHEREAS, the Board of County Commissioners finds that said Petition and supporting documents are in accordance with the requirements of Florida Statutes, Section 177.101, and the applicable provisions of the Orange County Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Orange County, Florida, that the release sought by said petition with respect to the following described property be and the same is hereby granted:

Lots 8, 9 and 10, Butler Bay, Unit Three, as Recorded in Plat Book 18, Pages 4-9 of the Public Records of Orange County, Florida.

and:

Tract B, Butler Bay, Unit Three, as Recorded in Plat Book 18, Pages 4-9, of the Public Records of Orange County, Florida. All of the aforesaid property being a portion of Section 1 and 12, Township 23 South, Range 27 East, Orange County, Florida.

and

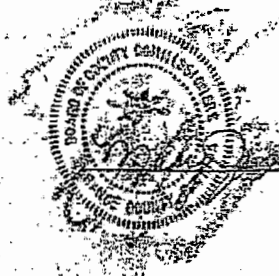
RESOLVED FURTHER, that the aforesaid portion of the above referenced plat is hereby vacated and annulled and the streets and alleys in said Plat be and the same are hereby vacated and abandoned, and the County renounces any rights in said streets and alleys and said property is hereby returned to acreage for the purpose of taxation.

RESOLVED FURTHER, that a certified copy of this Resolution be filed with the Clerk of the Circuit Court of Orange County, Florida, and duly recorded among the Public Records of Orange County, Florida.

OR4173PG3663

BOARD OF COUNTY COMMISSIONERS
OF ORANGE COUNTY, FLORIDA

ATTEST:



RECEIVED & FILED
Mark E. Garrison
County Clerk, Orange Co., FL

By:

Bill Dorego
VICE CHAIRMAN

Paul H. Chipok

From: Steven.Thorp@ocfl.net
Sent: Thursday, November 19, 2015 12:38 PM
To: Paul H. Chipok; jpoulos@poulosandbennett.com
Subject: PZC Recommendation - Butler Bay

Paul/Jamie,

This is the motion made by the PZC this morning:

To CONTINUE the requested R-CE-C (Country Estate Cluster District) zoning and amended Butler Bay Cluster Plan to April 21, 2016, in order to allow the applicant an opportunity to:

- (1) Submit a Petition-to-Vacate ("PTV") application pursuant to Section 177.101(3), Florida Statutes, requesting that and receiving approval by the Board of County Commissioners (if at all) to remove all notes/restrictions regarding development rights and access to Tract A on the Plat, and
- (2) Request and receive approval by the Board (if at all) an amendment to that certain Developer's Agreement by and between Windermere Lakes, Ltd., a Florida limited partnership, and County, approved by the Board on February 24, 1986, and recorded at OR Book 3537, Page 1536, in order to amend and/or remove the references to the restrictions regarding development rights and access to Tract A.

Thank you,

Steven Thorp
Planner II - Current Planning

Orange County Planning Division
Community, Environmental, and Development Services Department
201 S. Rosalind Ave., 2nd Floor, Orlando, FL 32801
Tel: 407-836-5549 Fax: 407-836-5862
Email: Steven.Thorp@ocfl.net

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All e-mails to and from County Officials are kept as a public record. Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.

Sec. 34-155. - Public sites and open spaces.

- (a) *Open spaces.* Developers may include private parks and recreation areas in subdivisions provided that: (i) the proposed areas are clearly designated as "tracts" on the plat; (ii) the proposed area is adequate for the intended purpose; and (iii) assurance is given in the form of subdivision deed restrictions or covenants, conditions and restrictions that they will be adequately maintained. Private parks and recreation areas shall be identified on the plat as common areas for the owners of property within the subdivision. A mandatory homeowners' association shall own and maintain the facilities. For parks or recreation areas over fifty (50) acres in size, the applicant may petition the county to own, operate and maintain the park or recreation area for public use.
- (b) *Public school sites.* In proposed subdivisions as defined in subparagraph (1) below, public school sites shall be designated on the preliminary plan prior to acceptance of such plan. Where reservation of school sites is determined, an executed deed or the required reservation and maintenance agreement, as noted in subparagraph (2), shall be approved by the board of county commissioners.
- (1) Multiplier of students per dwelling unit. The school age population shall be determined based on the following rate:

Single-Family	0.431
Multifamily	0.259
Mobile Home	0.287

- a. *Public elementary school sites.* One (1) public elementary school site shall be reserved to the Orange County School Board if fifty (50) percent of the projected school-age population will be between three hundred seventy-five (375) and seven hundred fifty (750) inclusive. Thereafter, one (1) additional public elementary school site shall be reserved for the school board for each bracket or partial bracket of seven hundred fifty (750) students.
- b. *Public middle school sites.* One (1) public middle school site shall be reserved for the school board if twenty-three (23) percent of the projected school-age population will be between six hundred fifty (650) and one thousand three hundred (1,300) inclusive. Thereafter, one (1) additional public middle school site shall be provided to the school board for each bracket or partial bracket of one thousand three hundred (1,300) students.
- c. *Public senior high school sites.* One (1) public senior high school site shall be reserved to the school board if twenty-seven (27) percent of the projected school-age population will be between one thousand three hundred (1,300) and two thousand six hundred (2,600) inclusive. Thereafter, one (1) additional public senior high school site shall be provided to the school board for each bracket or partial bracket of two thousand six hundred (2,600) students.
- d. *School site sizes and location.* School site sizes shall be a minimum of fifteen (15) acres for elementary school sites, twenty-five (25) acres for middle school sites, twenty (20) acres for free-standing ninth grade centers, and sixty-five (65) acres for high school sites.

School site locations shall comply with the requirements of sections 38-1753 through 38-1755 of the Orange County Code regarding school site guidelines and criteria.

Prior to platting the first section of the subdivision, the owner/developer shall submit copies of the following to the board of county commissioners:

- a. An agreement between the owner/developer and the school board which "reserves" the school site until certificates of occupancy for seventy-five (75) percent of the approved lots in the subdivision which generated the reservation are issued. Such agreement shall set forth the maintenance and ownership responsibilities during the reservation period and stipulate an agreed-upon price for the purchase of such site or outline the methodology for the establishment of a "fair market price" should the school board choose to purchase.
 - b. The owner/developer shall provide a schematic development plan for the use of the property designated for a school site in the event the property is not used for school-related development.
- (3) After approval by the board of county commissioners, reservation of land for public school sites shall be made by noting on the plat "reserved" for public school site, subject to planned construction by the school board.

(Ord. No. 91-29, § 2(Exh. A), 12-10-91; Ord. No. 92-28, § 3.09, 9-22-92; Ord. No. 92-42, § 14, 12-15-92; Ord. No. 94-4, § 1(Exh. A), 2-8-94; Ord. No. 2000-14, § 1, 6-27-00; Ord. No. 2011-05, § 3, 6-7-11)

Florida Paid THOMAS H. LOCKER,
 Rec Fee \$ 77.00 Secretary
 Doc Tax \$ Corporation
 Int Tax \$ Deputy Clerk
 Total \$ 77.00

2547-10 ORANGE CO. FL.
 93-41.40PM 87/28/86

DECLARATION OF COVENANTS CONDITIONS
 AND RESTRICTIONS FOR BUTLER BAY UNIT THREE

OR3808 Pg1478

WHEREAS, Windermere Lakes, Ltd. and Lake Butler Estates, Ltd. (collectively the "Declarant") are the owners of certain real property located in Orange County, Florida, which property is more fully described on the attached Exhibit "A" (the "Property"); and

WHEREAS, the Property is a portion of the "Additional Property" described in previously recorded covenants and Restrictions for Lake Butler Estates and Butler Bay, which covenants and restrictions are recorded in O.R. Book 3182, page 2532; O.R. Book 3183, Page 2035; O.R. Book 3325, Page 2260; O.R. Book 3360, page 1772; O.R. Book 3454, Page 1086; O.R. Book 3474, Page 798; O.R. Book 3564, page 1467; O.R. Book 3670, Page 48; all in the Public Records of Orange County, Florida; and

NOW, THEREFORE, in order to maintain the quality of the Butler Bay subdivision and the atmosphere of the community, the Property described herein shall be held, sold and conveyed subject to the following restrictions, which are for the purpose of protecting the value and desirability of and which shall run with the Property and shall be binding on all parties having any right, title or interest in the subdivisions or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to Butler Bay Association, Inc. a Florida corporation not for profit, its successors and assigns.

Section 2. "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties intended to be devoted to the common use and enjoyment of the owners of the Properties, all real property including the improvements thereon owned by the Association for the common use and enjoyment of the Owners, and any Lot or parcel of land subsequently deeded by the Declarant to the Association for use by the Members.

Section 3. "Declarant" shall mean and refer to Windermere Lakes, Ltd., a Florida Limited Partnership, its successors and assigns if such successors or assigns should acquire any part of the undeveloped Properties for the purpose of development and shall have received an assignment of Declarant's rights with respect to such real estate.

Section 4. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map of the Properties with the exception of any Common Area unless made subject to this Declaration in accordance with the provisions of Article II.

Section 5. "Member" shall mean and refer to every Owner of a Lot.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

** and Lake Butler Estates, Ltd., a Florida limited partnership, and their

RETURN TO CLERKS OFFICE - B.C.C. - 5TH FLOOR, CO. ADMIN BLDG. - ROY

Section 7. "Properties" shall mean and refer to the Subdivision, as hereinafter defined, together with such additions thereto as may hereafter be made subject to this Declaration by any subsequent Supplemental Declaration filed in accordance with the provisions of Article II.

Section 8. "Subdivision" shall mean and refer to Butler Bay Unit Three, according to the plat thereof as recorded in Plat Book 18, Pages 4-9, of the Public Records of Orange County, Florida.

ARTICLE II.

ADDITIONS TO PROPERTIES

Section 1. Additional land within the area described in that certain deed recorded in O. R. Book 3141, Page 293, of the Public Records of Orange County, Florida, may be annexed to the Properties by the Declarant without the consent of Members. The Declarant from time to time may, in its discretion, cause such additional lands and other lands owned by Declarant to become subject to this Declaration; but, under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, only the Subdivision described on page one of this Declaration shall be affected by or subject to this Declaration.

Section 2. The additions authorized under this Article II shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplemental Declaration may revoke, modify or add to the covenants established by this Declaration as may be necessary to reflect the different character, if any, of the added properties; provided, however, that no Supplemental Declaration shall revoke or diminish the rights of the Owners of the lots in Butler Bay, Unit Three to the utilization of the Common Area as established hereunder or revoke, substantially diminish or materially change the rights of an Owner of any lot within the Subdivision described in Article I Section 8 of this Declaration; however, a Supplemental Declaration may change the original and annual assessments set forth in Article V, Section 3, as to any additional land made subject to this Declaration.

Section 3. Additional land may also become subject to this Declaration upon a merger or consolidation of the Association with another association. Upon such a merger or consolidation as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established by a Supplemental Declaration upon any other properties as one scheme. No such merger or consolidation, however, shall revoke, diminish or change the rights of the Owners of the Lots in Butler Bay, Unit Three to the utilization of the Common Area except to grant the owners of the properties being added the right to use the Common Area.

ARTICLE III.

PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against an Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Association rules and regulations;

(c) the right of the Association to borrow money for the purpose of improving the Common Area and in aid thereof, to mortgage the Common Area;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes; provided, written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken;

(e) the rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Area in a subdivision of the Properties in which such Member is not a resident. Common Area property belonging to the Association shall result in membership use entitlement, notwithstanding the particular subdivision of the Properties in which the Lot is acquired.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

Section 2. The Association shall have two classes of voting membership, as follows:

(a) Class A. Class A members shall be all those Owners as defined in Section 1 with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class B. Class B member shall be the Declarant. The Class B member shall be entitled to forty (40) votes for each Lot in which it holds the interest required for membership by Article IV, Section 1 hereof.

Section 3. The Association shall have a class of non-voting membership (Class C) for those Owners in Butler Bay Unit Three, which membership shall relate solely to the construction, use, maintenance, repair and replacement of the private roads in Butler Bay Unit Three. In addition to the assessments provided for in Article V hereof, each Owner in Butler Bay Unit Three shall pay an assessment of four dollars (\$4.00) per front foot of Owner's lot (Road Assessment), which sum shall be reserved for repair and resurfacing of the private roads in Butler Bay Unit Three. These sums shall be held in an interest bearing escrow account by the Declarant or the Association and disbursed as required for repairs and maintenance pursuant to a "Developer's Agreement" to be entered into between Windermere Lakes, Ltd. and Orange County, a political subdivision of the State of Florida. To the extent that funds are not available for the resurfacing of the roads when necessary, there shall be an assessment of the Class C members for the additional amount required to resurface the roads. Thereafter, there shall be an assessment of the Class C members after every resurfacing for the then current cost per foot (times the number of front feet on each Owner's Lot) of repair and resurfacing of the private roads in the Unit in which the Owner's Lot is located, which assessment shall be held in escrow by the Association and disbursed when necessary for resurfacing and repairs. The assessments referred to herein shall be a lien upon the Lot(s) owned by a Class C Owner (at the time of such assessment) until paid. If the assessment referred to in this section is not paid, the Association shall have the rights and remedies set forth in Article V, Sections 7 and 8.

ARTICLE V.

COVENANT FOR ASSESSMENTS

Section 1. Except for the Declarant, each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) an original assessment, (2) annual assessments or charges, and (3) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments shall be a lien upon the Lot(s) owned by an Owner (at the time of such assessment) until paid.

Section 2. The assessments levied by the Association (except for the assessment referred to in Article IV, Section 3 above) shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Area and of the homes situated upon the Properties, including, but not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Lighting, improvements and beautification of roads, access ways and easement areas; the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices; and costs of controlling and regulating traffic on the access ways;
- (c) Maintenance, improvements, and operation of: drainage swales, easements and systems;

DR3808 PG. 4

(d) Management, maintenance, improvement and beautification of parks, lakes, ponds, buffer strips, conservation areas and recreation areas and facilities;

(e) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the Association;

(f) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association;

(g) Doing any other thing necessary or desirable, in the judgment of said Association, to keep the Subdivision neat and attractive; to preserve and enhance the value of the properties therein; to eliminate fire, health, or safety hazards; or, that in the judgment of said Association, may be of general benefit to the owners or occupants of lands included in the Subdivision; and

(h) Repayment of funds and interest thereon borrowed by the Association.

Section 3. Original, Annual and Special Assessments.

(a) The original assessment shall be Three Hundred Fifty Dollars (\$350.00) per Lot. Declarant reserves the right to change the amount of the original assessment in subsequent Supplemental Declarations but only as to additions made to the properties.

(b) In addition to the above mentioned original assessment, there shall be an annual assessment payable in advance on January 1 of each year (except for the year of the initial purchase when it shall be prorated until the end of that year and paid at closing. The annual assessment shall be as set by the Board of Directors subject to the provisions of this Article V, but for the period ending December 31, 1986 shall not exceed Six Hundred Dollars (\$600.00) per Lot.

The Declarant, as the Class B Member, is hereby exempt from the payment of the original, annual or special assessments and from payment of the Road Assessment.

(c) In addition to the annual assessments authorized by Section 3(b) hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, or within or upon any storm water drainage and retention easement, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person or proxy at a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance which shall set forth the purpose of the meeting.

Section 4. The Association may change the basis and amount of the annual assessments provided that any such change shall have the assent of two-thirds (2/3) of the votes of all Members who are voting in person or by proxy, at a meeting duly called for that purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided further that the

limitations of Section 3 hereof shall not apply to any change in the basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3 hereof.

Section 5. The quorum required for any action or approvals authorized for Member consideration under Sections 3 and 4 hereof shall be as follows:

(a) At the first meeting called, as provided in Section 3 or Section 4 of this Article V, the presence at the meeting, in person or by proxy, of Members entitled to cast sixty (60) percent of all the votes of the membership entitled to vote thereon shall constitute a quorum.

(b) If the required quorum is not in attendance at the meeting, in person or by proxy, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than forty (40) days following the preceding meeting.

Section 6. The Association shall upon demand at any time furnish to any Owner liable for said assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. If any assessment is not paid on the date when due, then, and in such event, such assessment shall become delinquent. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law. Such assessment, together with such interest thereon and costs of collection thereof, including attorneys fees, whether or not judicial proceedings are commenced and including attorneys fees incurred in trial or appellate proceedings, shall become a continuing lien on the property (upon recording by the Association of a claim of lien in the Public Records of Orange County, Florida) which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property, or both. The personal obligation of the then Owner to pay such assessment, together with interest and such costs of collection, shall remain the personal obligation of such Owner for the applicable statutory period under the laws of the state of Florida and shall not pass to his successors in title unless expressly assumed by them. Provided, however, this shall in no way affect the validity or enforceability of a claim of lien previously recorded against the property.

Section 8. The lien of an assessment provided for in this Declaration shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lots subject to assessment. The subordination shall not relieve any such Lot or Owner from liability for any assessments now or hereafter due and payable.

Section 9. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created by this Declaration: (i) the Properties, to the extent of any easement or other interest therein dedicated and

accepted by the local public authority and devoted to public use;
(ii) all Common Areas as defined in Article I, Section 2 hereof;
(iii) all properties exempted from taxation by the laws of the
state of Florida upon the terms and to the extent of such legal
exemption; and (iv) the Properties owned by the Declarant and any
other land owned by the Declarant.

ARTICLE VI.

MAINTENANCE

Section 1. In addition to maintenance upon the Common Area, the Association shall have the right to provide maintenance and cleaning upon any vacant Lot (including a Lot experiencing construction activity), upon any improved Lot, or exterior maintenance on any structure on an improved Lot, subject, however, to the following provisions. Prior to performing any maintenance on a Lot or a structure, the Association shall determine that said property or Lot is in need of repair or maintenance and is detracting from the overall appearance of the Properties. Prior to commencement of any maintenance work on a Lot, the Association must furnish ten (10) days' written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made within a twenty (20) day period from the date of the notice, the Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Association shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs, maintenance or cleaning as is so specified in the above written notice. In this connection the Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, and to mow or cultivate such Lot and to keep such Lot free of litter and debris (including construction debris).

Section 2. The cost of such maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become a part of the maintenance assessment or charge to which such lot is subject under Article V hereof and, as part of such assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof, including but not limited to the right of the Association to record a lien against the Lot for the cost of maintenance along with any attorney's fees and costs and administrative fees and costs. Provided, the Board of Directors of the Association, when establishing the annual assessment against each Lot as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall thereafter make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

ARTICLE VII.

ARCHITECTURAL REVIEW BOARD

Section 1. The Association shall form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB". The ARB shall function as follows:

(a) The original composition of the ARB shall consist of three (3) persons who shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of

said Board; provided, however, that in its selection, the Board shall be obligated to appoint Declarant or its designated representative to such Board for so long as Declarant owns any membership; provided, however, that the ARB shall consist of at least three (3) members and not more than five (5) members. A quorum of the ARB shall be 2/3 of the members.

(b) The Declarant, in order to give guidelines to Owners concerning construction and maintenance of Lots, has promulgated the Architectural Review Board Planning Criteria ("Planning Criteria") for the Subdivision. The Properties shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria, as amended from time to time by the ARB.

(c) The ARB shall have the following duties and powers:

(1) To approve, in writing, prior to the commencement of construction, all buildings, fences, walls or other structures which shall be erected or maintained upon the Properties and to approve any exterior additions, changes or alterations thereto. For any of the above, the ARB shall be furnished plans and specifications showing the nature, time of construction, shape, color, height, materials and location of the same and shall approve the harmony of the external design and location of the same and shall approve the harmony of the external design and location in relation to surrounding structures and topography;

(2) To approve any building plans and specifications, lot grading, and landscaping plans;

(3) To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

(4) To include within the Planning Criteria such other restrictions and regulations as it shall deem appropriate regarding design, development, construction and maintenance of the Subdivision. Once the ARB promulgates such restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes, or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

(d) The conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that any structure, location of any structure, improvement, alteration, color selection, landscaping design, building plans and specifications or lot grading is not consistent with the planned development of the Properties, the Planning Criteria or lands contiguous thereto.

(e) In the event the ARB fails to approve or disapprove such design and location within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

Section 2. The Owner who initially constructs a home on a Lot must complete such construction in a timely manner and substantially in accordance with all plans and specifications approved by the ARB, including plans for lot grading, building plans and specifications, landscaping plans, pool plans and any

other plans for construction of any improvement on the Lot (the "Construction"). The Owner shall notify the ARB in writing when the Construction has been completed and the ARB shall, within ten (10) days of receiving such notice, make an inspection to verify compliance with the approved plans.

Should the ARB or the Declarant determine that the Construction has not been completed in accordance with the approved plans and specifications, either the ARB or the Declarant shall notify the Owner in writing citing deficiencies and the Owner shall within fifteen (15) days after receipt of notice commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected.

Should such Construction not be completed in a timely manner as determined by the ARB or the Declarant, or not be completed in accordance with the plans and specifications approved by the ARB, the ARB or the declarant shall have the right to seek specific performance of the Owner's obligations to complete the Construction as approved by the ARB; or in the alternative, to enter upon the Lot and complete the Construction as approved at the expense of the Owner, subject, however, to the following provisions. Prior to commencement of any work on a Lot, the ARB or the Declarant must furnish prior written notice to the Owner at the last address listed in the records of the Association for the Owner, notifying the Owner that unless the specified deficiencies are corrected within thirty (30) days, the ARB or the Declarant shall correct the deficiencies and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the ARB or the Declarant shall have the right to enter in or upon any such Lot or to hire personnel to do so to complete the Construction as approved by the ARB. The cost of such work, including labor and materials, shall be assessed against the Lot upon which such work is performed and the Association or the Declarant shall record a Claim of Lien against the Lot for the work performed, and it shall be a lien and obligation of the Owner and shall become due and payable upon the recording of the Claim of Lien and shall be enforced and collected as provided in Section 7 of Article V hereof.

The obligation to complete the Construction as approved and pay the lien provided above shall be binding upon and enforceable against all current and future Owners of the Lot.

Any attorneys' fees or costs and any administrative costs incurred by the ARB or the Declarant in enforcing the provisions hereof, including attorneys' fees and costs on appeal of any lower court decision, shall be payable by the Owner, and the claim of Lien against the Lot shall further secured the payment of such sums.

Section 3. Upon completion of the Construction, or upon correction of deficiencies cited by the ARB or the Declarant, the Owner shall notify the ARB and the Declarant in writing to inspect the Lot. If the ARB and the Declarant determine that the Construction has not been completed in accordance with the approved plans and specifications, the ARB shall issue to the Owner a "Notice of Non-Compliance" in recordable form, execute by a majority of the members of the ARB with the corporate seal of the Association affixed. If the Owner shall not correct the deficiencies the Notice of Non-Compliance may be recorded in the Public Records; if the deficiencies shall thereafter be corrected the Notice of Non-Compliance shall be discharged by an instrument executed by the ARB in recordable form.

Failure to record a Notice of Non-Compliance after construction completion shall be conclusive evidence that the Construction as approved by the ARB has been completed but shall not excuse the Owner from the requirement that future changes to such plans be submitted to and approved by the ARB.

Section 4. The Owner who makes exterior additions to, or changes or alterations to, any improvement or constructs any new improvements on the lot after the initial construction and recording of a Certificate of Approval as described in Section 3 must complete all such work (the "Alterations") in a timely manner and substantially in accordance with all plans and specifications approved by the ARB. The Owner shall notify the ARB and the Declarant in writing when the Alterations have been completed and the ARB and the Declarant shall, within ten (10) days of receiving such notice, make inspections to verify compliance with the approved plans.

Should the ARB or the Declarant determine that the Alterations have not been completed in accordance with the approved plans and specifications, the ARB or the Declarant shall notify the Owner in writing citing deficiencies and the Owner shall within fifteen (15) days after receipt of notice commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected.

If correction of the deficiencies is not commenced within fifteen (15) days, or if such correction is not continued thereafter in a expeditious manner, the ARB or the Declarant shall be entitled to record in the Public Records a "Notice of Non-Compliance" setting forth that the Owner has not completed the Alterations in accordance with approved plans and specifications and that the ARB or the Declarant has the right to seek legal action to force the Owner, or any grantee of the Owner, to complete the Alterations in accordance with the plans and specifications. Said "Notice of Non-Compliance" shall contain the legal description of the lot. Once recorded, the "Notice of Non-Compliance" shall constitute a notice to all potential purchasers from the Owner that the ARB or the Declarant have the right to enforce completion of the Alterations against the Owner, or any grantee of the Owner.

Should the Alterations not be completed in a timely manner as determined by the ARB or the Declarant, or should the correction of the deficiencies not be commenced within fifteen (15) days after notice and continue thereafter in an expeditious manner until completion, or should the Alterations not be completed in accordance with the plans and specifications approved by the ARB, the ARB or the Declarant shall have the right to enter upon the lot, make such corrections or modifications as are necessary to cause the Alterations to be completed in accordance with the approved plans and specifications and charge the cost of any such corrections or modifications to the Owner. The Association or the Declarant may cause a lien to be recorded in the Public Records giving notice to all persons that the Owner owes the Association or the Declarant for the cost of such corrections or modifications, plus interest thereon and costs of collection, which shall include administrative costs and legal fees and costs.

Once the ARB and the Declarant determine that the Alterations have been completed in accordance with the approved plans and specifications, and if a Notice of Non-Compliance has been previously recorded, the ARB or the Declarant shall issue to the Owner a Certificate of Approval in recordable form, which shall make reference to the recorded "Notice of Non-Compliance"

and be executed by a majority of the members of the ARB with the corporate seal of the Association affixed or by the Declarant. The recording of the Certificate of Approval in this instance shall be conclusive evidence that the alterations as approved by the ARB have been completed but shall not excuse the Owner from the requirement that future changes, modifications or alterations be submitted to and approved by the ARB.

Section 5.

(a) Subject to the conditions hereinafter set forth, the Association shall indemnify all members of the ARB or former members of the ARB against reasonable expenses, including attorney's fees, settlement payments, judgments and fines actually incurred by them in connection with the defense of any action, suit or proceeding, or threat or claim of such action, suit or proceeding, no matter by whom brought or in any appeal in which they or any of them are made parties or a party by reason of being or having been a member of the ARB, except in relation to matters as to which any such member of the ARB shall be adjudged in such action, suit or proceeding to be liable for willful misconduct. Notwithstanding anything herein to the contrary, members of the ARB shall not be entitled to indemnification for any settlement payment unless such settlement payment be approved in advance by non-interested members of the Board of Directors of the Association.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested members of the Board of Directors of the Association upon receipt of an undertaking by or on behalf of the members of the ARB to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized herein.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a member of the ARB, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of the Articles of Incorporation of the Association.

ARTICLE VIII.

GENERAL RESTRICTIONS

Section 1. All Lots shall be used for single family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot unless approved by the ARB prior to construction in accordance with the provisions of Article VII, which, for each Lot, shall be restricted to one detached single-family dwelling, boat dock, private garage, and maid's room, storage room or tool room attached to the garage. No old structures shall be relocated thereon. Construction commenced shall be diligently prosecuted to completion, including the installation of landscaping.

Section 2. No carports shall be permitted, and each living unit shall include a garage which shall be at the minimum adequate to house two (2) standard-sized American automobiles. All garages and garage doors must be maintained in a usable condition. No garage shall be constructed in such a manner that

the garage door would face the main access road for such lot. All garage doors shall be operated by an automatic closing device.

Section 3. No building shall be located nearer than ten (10) feet to any side lot line, or nearer than 50 feet to the front or rear lot line. In the case of a lake lot, no building shall be located nearer than 100 feet to the lake as determined by the Plat of Butler Bay Unit Three. In the case of a corner lot, no building shall be located nearer than 50 feet to lot lines.

Section 4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently, except that temporary structures may be used on lots during the development of Butler Bay by the Declarant or its agents for maintenance, development or sales of any of the Properties.

Section 5. No residence shall be constructed with a living area which is less than 1,800 square feet for a one or two-bedroom residence, less than 2,000 square feet for a three bedroom residence, or less than 2,250 square feet for a four-bedroom residence, which living area shall have finished walls, ceilings and floors, shall be insulated, heated and cooled by a central system. Central heating and cooling systems may include, but shall not be limited to, systems of heating and cooling by active or passive solar, wind and other forms of energy, other than gas or electric, subject to the approval of the ARB. Such living area shall not include garages, breeze-ways, porches or storage spaces. The height of any residence to be constructed shall be subject to approval of the ARB.

Section 6. No livestock, fowl or other animals shall be kept on the Properties, except domestic cats or dogs. No animals shall be kept on the Properties for the purposes of breeding or raising for sale. No doghouses, pens or animal shelters of any kind shall be permitted on any Lot unless the same is enclosed and hidden from view from the street and from any other lot. The design of such structure and the means of concealing same is subject to approval of the ARB.

Section 7. Owners are hereby notified that Orange County imposes special regulations regarding the location of septic tank drainfields, drainage and land clearing.

Section 8. Owners shall keep Lots reasonably clean before, during and after construction. Citrus grove areas shall be kept cultivated and mowed prior to construction.

Section 9. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than ten square feet advertising the property for sale or signs used by a builder to advertise the property during construction. The ARB shall have the right to establish guidelines so as to require a uniform standard for signs in the Subdivision.

Section 11. Owners of lots located on lakes shall maintain beaches in accordance with applicable governmental statutes, ordinances and regulations and will remove no shoreline vegetation unless said removal is done in accordance with the Orange County Shoreline Alteration Ordinance, as the same may be amended from time to time.

Section 12. Unless otherwise permitted by ARB, only finished materials such as brick, stone, stucco and wood shall be used for the exterior surfaces of buildings and other structures.

Section 13. All trash and garbage shall be kept in sanitary containers within a structural enclosure at least 42 inches in height, including a gate or door. If required to be placed at the curb for pickup, trash and garbage containers shall not be placed at the curb sooner than 5:00 p.m. of the day before pickup. All exterior pumps, motors, air conditioning compressors, storage tanks and other mechanical features shall be screened from view from the street and adjacent property either by a decorative structure 42 inches in height or approved landscaping materials.

Section 14. Landscaping easements where indicated on the plat are for landscaping and sidewalk purposes only. No encroachments shall be permitted.

Section 15. The composition, location and height of fences and walls must be approved by the ARB prior to installation. Except for fences around tennis courts, such fences and walls must not be more than six feet high, and no painted block fences, chainlink fences or walls shall be allowed unless screened from view by mature landscaping.

Section 16. No mailbox or paperbox or other receptacles of any kind for use in the delivery in mail or newspapers or magazines or similar material shall be erected on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service and the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, such Owner, upon the request of the ARB, shall replace the boxes and receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

Section 17. Except for loading and unloading purposes, there shall be no parking of commercial vehicles, trucks, recreational vehicles or trailers, self-propelled motor homes and boats on the premises, except within fenced enclosures substantially preventing view from any adjacent lot, beyond the rearline of the residence constructed thereon. Such definition of "commercial vehicles" shall include but not be limited to trucks or vans in excess of 3/4 ton, truck-tractors, semi-trailers and commercial trailers. In the event of a dispute, the Association, in its sole discretion, shall determine what constitutes a "commercial vehicle".

Section 18. There shall be no major repair performed on any motor vehicle on or adjacent to any lot in the subdivision.

Section 19. Exterior antennas installed or located on a lot shall require the approval of the ARB, which approval may be denied.

Section 20. Sidewalks (if required or permitted by the ARB) and driveways shall be installed by Owners in accordance with requirements and specifications of Orange County and in accordance with the storm water drainage and retention plan approved by Orange County, Florida. All dwellings shall have a

paved driveway approach from the curb to the right-of-way line of stable and permanent construction and a paved apron of at least sixteen (16) feet in width at the entrance to the garage. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a manner as is acceptable to the ARB.

Section 21. Removal of existing trees and shrubbery from any Lot shall not be permitted (except within the foundation perimeter line for the dwelling) unless landscaping of an equivalent or higher quality is substituted therefor.

Section 22. Treehouses or platforms of a like kind or nature and plan structures shall not be constructed on any part of a Lot without the express approval of the ARB.

Section 23. No clotheslines shall be placed on a lot.

Section 24. No window air-conditioning units shall be permitted. Permanently mounted wall air-conditioning units shall not be permitted unless first approved by the ARB.

Section 25. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. All vehicles shall have current license plates.

Section 26. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-line.

Section 27. Every Owner shall be responsible for taking such measures as are necessary to prevent erosion of its Lot and for protecting other Lots from damages arising out of erosion.

Section 28. Use of any communication equipment on any Lot or in any Living Unit including, but not limited to, CB radios, antennas, ham radios, etc., for private or commercial purposes of any kind shall be prohibited.

Section 29. No exterior radio, television, electronic antenna or aerial or dish antenna may be erected or maintained on any Lot; provided, however, that the ARB may grant temporary permission to erect and maintain television antennas to the Owners which cannot be served by existing cable television facilities because of the present unavailability of such facilities and which do not have sufficient space between the roof of such Living Unit and the ceiling immediately below such roof, to install an indoor antenna. Such temporary outdoor antenna must be removed at such time as cable television facilities are available to serve such Living Unit.

Section 30. No exterior lighting fixtures shall be installed on any Lot or Living Unit without adequate and proper

shielding of fixture. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the residents of adjacent Living Units.

Section 31. Flat roofs shall not normally be permitted. The ARB may, however, in the ARB's sole discretion, approve flat roofs on buildings or other structures of contemporary or modern design, if the ARB determines that the harmony of surrounding structures and topography will not be disturbed or adversely affected. No built-up roofs shall be permitted, except on approved flat surfaces. The composition of all pitched roofs shall be tile, cedar shake shingle, slate shingle, asbestos shingle, asphalt shingle or fiberglass shingle, provided that any such shingle shall be premium grade with a minimum weight of 290 lbs. per 100 square feet of roof area.

Section 32. Orange County, Florida has required Declarant to install a storm water drainage and retention system within the boundaries of the Properties. No structure, fence or landscaping that interferes with the flow or retention of storm water and no refuse shall be placed upon or allowed to remain on any part of a Lot within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed so as to alter or block the flow or the quantity of water. Owners of Lots within which any easement for storm water drainage or retention lies shall be responsible for the maintenance of such areas to permit the flow and retention of water in accordance with the storm water drainage and retention system plan required and approved by Orange County, Florida. If any Owner shall fail to comply with any part or all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, to assess and collect the cost thereof and shall have a lien upon the Lot upon which the work was performed all in accordance with the provisions of Article V governing the collection of assessments.

Section 33. Orange County, Florida, has requested Declarant to form one or more municipal service tax units (hereinafter "MSTU") for any one or more of the following purposes: (i) maintenance and operation of street lights that will be installed on the Properties, (ii) maintenance of the storm water drainage and retention systems on the Properties, (iii) maintenance of Common Areas, (iv) maintenance of parkways and landscaping, or (v) maintenance of recreational facilities for the use of the Owners. All Lots shall be encompassed within any such MSTU and shall be subject to the restrictions, limitations and tax assessments as may be imposed upon the property within any such MSTU.

Section 34. Any swimming pool, tennis court and screening or fencing of either to be constructed on any Lot shall be subject to the approval of and the requirements of the ARB, which shall include, but which shall not be limited to the following:

- (a) Above-ground swimming pools shall not be allowed;
- (b) Lighted tennis courts shall not be allowed;
- (c) Materials, design and construction shall meet standards generally accepted by the industry and shall comply with applicable governmental regulations; and
- (d) The location shall be approved by ARB.

Section 35. Heating and cooling of residences with systems of active or passive solar, wind and other forms of energy other than gas or electric may be approved by the ARB. Components of such systems that are affixed to the exterior of a residence shall not be permitted unless the design thereof shall have first been approved by the ARB. Exterior components of any cooling or heating system (or combination thereof) shall be substantially screened from view from the street fronting the residence.

Section 36. Declarant will mow and cultivate the citrus trees on each Lot after purchase by an Owner and, in consideration therefor, shall retain the ownership of each and every citrus fruit crop growing and to be grown in the future on such Lot and the proceeds of sale thereof. Upon written notice to the Owner from the Declarant or upon commencement of construction of improvements on a Lot, whichever occurs first, the responsibility of Declarant to mow and cultivate citrus trees on such Lot shall terminate; provided that Declarant shall retain the ownership of the unharvested fruit then growing on the trees and the right to the proceeds of sale of such fruit until such fruit is harvested.

ARTICLE IX.

EASEMENTS

Section 1. Owners' Rights and Duties; Utilities. The rights and duties of the Owners with respect to electricity, gas and telephone lines, drainage facilities and other utilities shall be governed by the following:

(a) Wherever electricity, gas and telephone lines, drainage facilities or any other utilities are installed within the Subdivision, the Owners of any Lot served by said connections, lines or facilities shall have the right to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which connections, lines or facilities, or any portion thereof, to repair, replace and generally maintain connections, lines or facilities, as and when the same may be necessary as set forth below. There is hereby reserved by the Declarant, its successors and assigns, an easement to the full extent necessary therefore, together with the right to grant and transfer the same to the Owners, to enter upon Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which connections, lines or facilities, or any portion thereof lie, to repair, replace and generally maintain connections, lines or facilities as and when the same may be necessary.

(b) Wherever electricity, gas and telephone lines, drainage facilities or any other utilities are installed within the Subdivision, which connections serve more than one (1) Lot, the Owner of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot. In the event that an Owner or a public utility company serving such Owner enters upon a Lot or any portion of the Properties in furtherance of the foregoing, it shall be obligated to repair such Lot and restore it to its condition prior to such entry.

Section 2. Construction and Sales. There is hereby reserved to the Declarant, its successors and assigns, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots together with the right of the Declarant, its successors and assigns, to grant and transfer the

same, over the Common Area easements for construction, utility lines, display, maintenance, and exhibit purposes in connection with the erection and sale of homes and other structures within the Subdivision; provided, however, that such use shall not be for a period beyond the earlier of (i) ten (10) years from the conveyance of the first Lot to an Owner; or (ii) the occupancy of all homes by persons other than the builder of such homes (unless the builder pays all assessments required by Article V); and provided further, that no such use by the Declarant and others shall otherwise restrict the Members in the reasonable use and enjoyment of the Common Area.

Section 3. Utilities. Easements over the Subdivision for the installation and maintenance of electric, telephone, gas, and drainage facilities as shown on the recorded plat of the Subdivision are hereby reserved by the Declarant, its successors and assigns, together with the right to grant and transfer the same. Developer, its successors or assigns, or the Association hereby reserve the right to use or to authorize the use of said Easements for the purpose of providing cable television service to the Lots in the subdivision. The terms upon which the cable television services shall be provided shall be mutually agreeable to the Developer or its successors or assigns or the Association and the person or entity providing said cable television service.

ARTICLE X.

AMENDMENT BY DECLARANT

The Declarant reserves and shall have the sole right (i) to amend these covenants and restrictions for the purpose of curing any ambiguity or any inconsistency among the provisions contained herein, (ii) to include in any contract or deed hereafter made any additional covenants and restrictions applicable to the land which is the subject of such contract or deed that do not lower standards of the covenants and restrictions herein contained, (iii) to amend these covenants and restrictions in whole or in part as to any additional land annexed to the Properties, and (iv) to release any Lot from any part of the covenants and restrictions that have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE XI.

AMENDMENT

Except as to provisions relating to amendments and Supplemental Declarations as set forth in this Declaration regarding certain specific items and the method of amending or altering same as set forth in connection with such particular item, and except as to Article IV, Section 3, which Article and Section may be amended only in accordance with this Article and with the prior, written approval of Orange County, any other provision, covenant or restriction set forth herein may be amended only in accordance with this Article. The Owners of Lots holding at least seventy-five (75) percent of the votes of Members of the Association may change or amend any provision hereof, in whole or in part, except as above mentioned, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of Orange County, Florida. A proposed amendment may be instituted by the Declarant, the ARB, the Association, or by petition signed by twenty-five (25) percent of the then Owners of

Lots. A written copy of the proposed amendment shall be furnished to each Owner at least ninety (90) days but not more than one hundred twenty (120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain a time and place of said meeting. The recorded Amendment shall contain a recitation that sufficient notice was given as above set forth, said recitation shall be conclusive as to all parties, and all parties of any nature whatever shall have the right to rely solely upon said recitation in such recorded amendment. Provided, however, so long as the Declarant shall own any Lots in the Properties, all such proposed amendments shall require Declarant's consent.

ARTICLE XII.

COVENANTS AND RESTRICTIONS RELATING TO GOLF COURSE

Section 1. All Owners of Lots on the Property acknowledge the existence of a private golf course on lands adjoining the Property. The golf course is for the use and enjoyment of the members of the private golf club.

Section 2. All Lot owners shall extend to all golfers lawfully using the Windermere Country Club Golf Course the courtesy of allowing such golfers to retrieve any errant golf balls which are on said lots, provided such golf balls can be recovered without damaging the Lot in general. The above right shall apply to the entire Lot until the ARB has approved plans and specifications for construction of a residence on the Lot, after which golfers shall be limited to the easement used for a buffer zone as stated in Section 3 below.

Section 3. An easement 10 FEET in width is reserved over the rear of each Lot located adjacent to the golf course now known as Windermere Country Club is hereby retained and reserved for the purpose of maintaining a natural buffer area between golf and residential uses. No fence, wall, hedge or shrub planting which would obstruct access to the easement area shall be placed or permitted to remain on lots. The Association may grant permission to Newcourse Development Inc. "Newcourse", or its successors and assigns, to make selected plantings of trees and other vegetation within the easement area, at Newcourse's expense, in order to establish and maintain a buffered relationship between golf and residential uses. The Association and Newcourse agree to provide any Lot owner with a description of the work to be done at least 20 days in advance of the actual work so the mutual interests and desires of the Lot owner and Newcourse may be properly coordinated. Any landscaping placed on or in the easement area by Newcourse shall be maintained at the expense of Newcourse.

Section 4. The Association reserve the right to grant to Newcourse such easements over the Common Areas or the roads in Butler Bay Unit Three which easements are reasonably necessary to enable golf carts and golfers to cross from one hole to the next or from the golf course to the Windermere Country Club Clubhouse.

ARTICLE XIII.

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant, may impose any additional covenants or restrictions on any part of the Properties.

ARTICLE XIV.

DURATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which they shall be automatically extended for successive periods of ten (10) years.

ARTICLE XV.

ENFORCEMENT

The Association, the Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by or in accordance with the provisions of this Declaration against any person, firm or corporation, or other entity (other than a governmental agency) who violates or attempts to violate these Covenants and Restrictions. The terms and conditions of this Declaration shall be construed in a uniform and reasonable manner. Failure by the Association, the Declarant, and by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter. In the event enforcement action is undertaken by the Association or Declarant (but not any Owner) will be entitled to receive as part of its damages and remedy reasonable attorney's fees and Court costs. In connection with said enforcement proceedings, the Association, the Declarant or any Owner may seek to recover damages against such person or person, to prevent or enjoin such violations or attempted violations or to require compliance with the Covenants and Restrictions. These remedies shall be cumulative of all other remedies provided by law.

ARTICLE XVI.

LIABILITY OF ASSOCIATION

The Association, its directors and officers, former directors and officers, and members or former members of all committees appointed by the Board of Directors or the Declarant shall not be liable for any action, or omission, by it or any Director, officer or member of a committee, except in relation to matters as to which any such Director, officer and/or member of a committee shall be adjudged in any action, suit or proceeding to be liable for willful misconduct. No Member or Owner may collect any judgment against the Association, a Director or former Director, officer or former officer, or a member or former member of any committee appointed by the Declarant or the board unless the Association or such person, either individually, or as an agent for the Association, shall be adjudged guilty of willful misconduct.

ARTICLE XVII.

MISCELLANEOUS

Section 1.. The invalidity or unenforceability of any provision or provisions contained in this Declaration by judgment or court order shall not affect or modify any of the other provisions contained in this Declaration which shall remain in full force and effect.

Section 2.. The headings contained in this Declaration are for convenience only and shall have no significance in the

interpretation of the body of this Declaration and shall be disregarded in construing the provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant, WINDERMERE LAKES LTD., has caused this instrument to be executed by its duly authorized partner as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

By: [Signature]
As its General Partner

Borg Warner Mortgage, the holder of a mortgage on all or part of the Properties, hereby gives its consent to this Declaration of Covenants and Restrictions for Butler Bay Unit Three.

BORG WARNER MORTGAGE

By: _____
As its _____

LAKE BUTLER ESTATES, LTD.

By: [Signature]
Robert A. Davis, its General Partner

By: [Signature]
William E. Oggins, its General Partner

[Signature]
Virginia A. Mann
Virginia A. Mann
March 7, 1954
Barnett Bank of Central Florida, the holder of a mortgage on all or part of the Properties hereby gives its consent to this Declaration of Covenants and Restrictions for Butler Bay Unit Three.

BARNETT BANK OF CENTRAL
FLORIDA, N.A.

By: _____
As its _____

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and county aforesaid to take acknowledgments, personally appeared Raymond G. Conway, the

interpretation of the body of this Declaration and shall be disregarded in construing the provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant, WINDERMERE LAKES LTD., has caused this instrument to be executed by its duly authorized partner as of the day and year first above written.

Signed, sealed and delivered in the presence of: WINDERMERE LAKES, LTD.

[Signature]
Stephen D. Feinberg

By: [Signature]
As its General Partner

Borg Warner Mortgage, the holder of a mortgage on all or part of the Properties, hereby gives its consent to this Declaration of Covenants and Restrictions for Butler Bay Unit Three.

BORG WARNER MORTGAGE
x [Signature]
x Mark Edmiston

By: [Signature]
As its Vice Pres

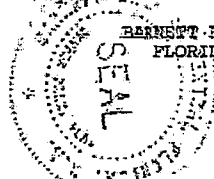


LAKE BUTLER ESTATES, LTD.

[Signature]
Virginia A. Mann
Virginia A. Mann
[Signature]

By: [Signature]
Robert A. Davis, its General Partner
By: [Signature]
William E. Coggin, its General Partner

Barnett Bank of Central Florida, the holder of a mortgage on all or part of the Properties hereby gives its consent to this Declaration of Covenants and Restrictions for Butler Bay Unit Three.



BARNETT BANK OF CENTRAL FLORIDA, N.A.

By: [Signature]
As its Senior Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and county aforesaid to take acknowledgments, personally appeared Raymond G. Conway, the

General Partner of Windermere Lakes, Ltd., a Florida limited partnership, and he acknowledged executing the foregoing Declaration in the presence of two subscribing witnesses for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of June, 1986.

Stephen D. Seuking
Notary Public, State of Florida
at Large

(Notary Seal)

My Commission Expires:

Notary Public State of Florida at Large
My Commission expires April 19, 1990

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of June, 1986, by William E. Coe and Robert A. Davis, as the General Partners of Lake Butler Estates, Ltd. a Florida corporation, on behalf of the corporation.

(NOTARIAL SEAL)

Notary Public

My commission expires:

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of June, 1986, by William E. Coe and Robert A. Davis, as the General Partners of Lake Butler Estates, Ltd. a Florida corporation, on behalf of the partnership.

(NOTARIAL SEAL)

Notary Public

My commission expires:

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of June, 1986, by William E. Coe and Robert A. Davis, as the General Partners of Lake Butler Estates, Ltd. a Florida corporation, on behalf of the partnership.

(NOTARIAL SEAL)

Notary Public

My commission expires:

General Partner of Windermere Lakes, Ltd., a Florida limited partnership, and he acknowledged executing the foregoing Declaration in the presence of two subscribing witnesses for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of June, 1986.

Stephen D. Seidman
Notary Public, State of Florida
at Large

(Notary Seal)

My Commission Expires:

STATE OF CALIFORNIA

Notary Public State of Florida at Large
My Commission expires April 19, 1990

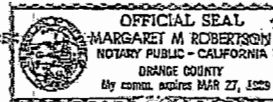
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of June, 1986, by B. B. Caplan, as the Vice President of Borg Warner Mortgage, a Florida corporation, on behalf of the corporation.

X Margaret M. Robertson
Notary Public

(NOTARIAL SEAL)

My commission expires:
3-27-89



STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of June, 1986, by William E. Corgan and Robert A. Davis, as the General Partners of Lake Butler Estates, Ltd., a Florida ~~corporation~~ limited partnership on behalf of the partnership.

Renald J. Rist
Notary Public

(NOTARIAL SEAL)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 17, 1988
BONDED THRU GENERAL INS. CO.

STATE OF FLORIDA

COUNTY OF ORANGE

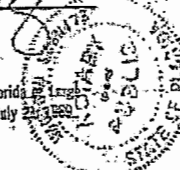
The foregoing instrument was acknowledged before me this 17th day of June, 1986, by C. Thomas Beck, as the sr. vice Pres. of Barnett Bank of Central Florida, N.A., a National corporation, on behalf of the corporation.

Maureen Walcott
Notary Public

(NOTARIAL SEAL)

My commission expires:

Notary Public, State of Florida
My Commission Expires July 21, 1989



003808 PG 1500

EXHIBIT "A"

Lots 1-123, BUTLER BAY UNIT THREE, as recorded
in Plat Book 18, Page 4-9, Public Records
of Orange County, Florida.

James H. Pella
County Engineer, Orange Co., Fl.

000000 PG 50.1

Florida	Paid	THOMAS H. LOCKER,
Rec Fee \$	25.00	Orange County
Int Tax \$		By <i>THL</i>
Total \$	25.00	Deputy Clerk

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING

2567607 ORANGE CO. FL.
65:42:40PM 67/28/86

JUL 21 1986

DEVELOPER'S AGREEMENT

DR3808 PG1466

This Agreement is entered into this 4 day of ^{June}~~May~~, 1986,
between Orange County, a political subdivision of the State of Florida,
hereinafter referred to as "County", and Windermere Lakes, Ltd., a
Florida limited partnership, hereinafter referred to as "Developer".

PREMISES

1. The Developer owns or has an option to purchase property in
Orange County, Florida, described as follows:

See Exhibit "A", which is attached hereto and incorporated
herein by reference.

hereinafter referred to as the "subject property".

2. The Developer desires to subdivide and develop the subject
property as a development to be known as "Butler Bay, Unit III", pur-
suant to Chapter 65-2015, Laws of Florida, (the Orange County Land
Development and Use Law) and the Orange County Subdivision Regulations,
adopted pursuant thereto, except as those Regulations may be specifically
waived by the County during the subdivision review process.

3. As part of its plan of development for the subject property,
Developer wishes to design and construct private common facilities
which will not be dedicated to Orange County nor to the use and enjoy-
ment of the general public, but which will be dedicated to the common
use and enjoyment of the owners of the subject property. The term
"common facilities" as used herein includes private internal road and
drainage systems, street lighting systems and other private facilities
as may be provided.

4. The County is authorized to regulate the development of the
subject property.

5. The County is willing to permit the use of common facilities
in the development of the subject property under the terms of this
Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Provided that all of the terms and conditions of this
Agreement are met, the County waives any requirement for the dedication
to the public of the common facilities, including the internal road and
drainage systems shown on those plans for the development of the subject
property, dated 2/13/86, on file in the Orange County
Zoning Department.

2. The common facilities shown on the plans shall be designed and
constructed by the Developer in accordance with the conditions of
approval and the development plans for the subject property dated
11/18/84, a copy of which is on file and available for
inspection in the Orange County Zoning Department.

RETURN TO CLERKS OFFICE - B.C.C. - 5TH FLOOR, CO. ADMIN BLDG. - ROY

25.20

3. The County shall not be required or obligated in any way to construct or maintain, or participate in any way in the construction or maintenance of, the common facilities on the subject property. It is the intent of the parties that the common facilities shall be private and that there shall be no dedication of public rights-of-way for road purposes within the subject property except those which may be specifically shown on the plans or indicated in the conditions of approval. The common facilities shall not be dedicated to the use and enjoyment of the general public, but are to be dedicated to the common use and enjoyment of the owners of the subject property. It is the intent of the parties that the Developer, its grantees, successors or assigns in interest, or some other association and assigns satisfactory to the County, shall be responsible for the maintenance of the common facilities.

4. The Developer shall establish a method satisfactory to Orange County of maintaining the common facilities. Such methods shall include the creation of a homeowner's association, a property owner's association or some other association (hereinafter referred to as "Association"), acceptable to Orange County, which shall be solely responsible for maintaining said facilities.

5. The Developer shall provide and record documents satisfactory to the County for the maintenance of the common facilities. The documents shall provide a method for the Developer, its grantees, successors or assigns in interest, or the Association to assess the owners of the subject property the cost of maintaining the common facilities. The assessment may be separate from or included in a general assessment of the property owners for maintenance of other commonly owned areas within the subject property. The method of assessment shall be satisfactory to the County and shall provide the legal right for the Developer, its grantees, successors or assigns in interest, or the Association to impose liens against those properties for which payment of any assessment is not made. Furthermore, the documents shall provide notice to purchasers and prospective purchasers of the subject property that the Developer, its grantees or successors and assigns in interest, or the Association shall have the authority to make assessments for maintenance of the common facilities and impose liens against those properties for which payment of any assessment is not made. Collection of the assessments and enforcing the payment thereof through placement of liens against the properties shall be the responsibility of the Developer, its grantees or successors and assigns in interest, or the Association and shall not be the responsibility of Orange County.

6. Failure of the Developer, its grantees or successors and assigns in interest, or the Association to maintain the common facilities or to impose and collect assessments for the maintenance of the facilities

shall not in any way create or impose any obligation, burden, responsibility or liability upon the County, directly or indirectly, to maintain the facilities. The responsibility for maintenance of the facilities shall be solely that of the Developer, its grantees or successors and assigns in interest, or the Association.

7. The assessments imposed by the Developer or the Association for maintenance of the common facilities shall not relieve the owners of the subject property from any other taxes, fees, charges or assessments imposed by the County or any other governmental agency.

8. The common facilities shall be designed, constructed and maintained so as to prevent any adverse impact or effect upon any other properties, including road systems and drainage systems external to the subject property..

9. The Developer shall deed or dedicate to Orange County emergency access easements to the private drainage system for emergency maintenance purposes in the event inadequate maintenance of the drainage system creates a hazard to the public health, safety and general welfare. Recording of such deed or dedication shall not be deemed to impose any obligation, burden, responsibility or liability upon Orange County to enter upon the subject property and take any action to repair or maintain the drainage system.

10. The Developer shall deed or dedicate to delivery, pick-up and fire protection services, police and other governmental agencies, including private utility companies or other private companies providing necessary services to the subject property or to the owners of the subject property, perpetual non-exclusive ingress and egress easements over the private road systems and other common areas within the subject property.

11. The following special provisions are set forth in the attached "Schedule A" and are incorporated herein as a part of this Agreement: NONE.

12. This Agreement shall be recorded in the Public Records of Orange County, Florida. This Agreement and the obligations created herein shall run with the land and shall be enforceable against the parties, the grantees of any or all of the "subject property", or their successors and assigns in interest.

13. Developer has an option to purchase a portion of the subject property from Lake Butler Estates, Ltd., a Florida limited partnership. Lake Butler Estates, Ltd. joins in the execution of this Developer's Agreement to evidence its agreement to be bound by its terms and conditions in the event Developer does not exercise and close on its option to purchase the remaining portions of the subject property not yet owned by Developer.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

ATTEST: THOMAS H. LOCKER, Clerk ORANGE COUNTY, FLORIDA

By: Mary J. Garrison
Deputy Clerk

By: Carl Garrison
Chairman, Board of County Commissioners

ATTEST:

WINDERMERE LAKES, LTD.

By: _____

By: [Signature]
Developer

ATTEST:

LAKE BUTLER ESTATES, LTD.

By: _____

By: Robert E. Davis
General Partner
BY: William E. Brown
General Partner

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority Tom Brown and Mary J. Garrison, well known to me and known by me to be the Chairman and Clerk of the Board of County Commissioners, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purpose therein expressed.

WITNESS my hand and official seal at Orlando, County of Orange, State of Florida, this 21st day of July, 1986.

My Commission Expires: _____
Notary Public, State of Florida at Large,
My Commission Expires March 25, 1989
(SEAL) (C) Bonds New Braun & Brown, Inc.

[Signature]
Notary Public

STATE OF FLORIDA)
COUNTY OF ORANGE)

OR3808 PG1469

I HEREBY CERTIFY that on this day personally appeared before me, Raymond G. Conley, general partner of the Developer, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purpose therein expressed.

WITNESS my hand and official seal at Orlando, County of Orange, State of Florida, this 4 day of June, 1986.

My Commission Expires: _____

[Signature]
Notary Public

(SEAL)

Notary Public, State of Florida at Large
My Commission Expires March 25, 1990

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day personally appeared before me,
Robert A. Davis and William E. Garcia of Lake Butler Estates, Ltd., to me well
known to be the person described in and who executed the foregoing instru-
ment and acknowledged before me that they executed the same for the purpose
therein expressed.

WITNESS my hand and official seal at Orlando, County of Orange,
State of Florida, this 2nd day of June, 1986.

My Commission Expires:

Robert A. Davis
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 11, 1988
BORN 1928 GENERAL REG. NO.

(SEAL)



003808 PG 1470

EXHIBIT "A"

Lots 1-123, BUTLER BAY UNIT THREE, as recorded
in Plat Book 18, Page 4-9, Public Records
of Orange County, Florida.

Sharon H. Larkin
County Clerk, Orange Co., FL

DR3308 PG 174741

Sec. 38-556. - Site and building standards.

(a) *Standards.* Development under this article shall meet the following standards:

	Minimum Lot Size	Minimum Lot Width (Feet)	Minimum Living Area (Square Feet)	Building Height (Feet)
R-CE-Cluster	1/2 acre*	100**	1,500	2-story/ <u>35</u>

If central water service is provided, the minimum lot size is one-third ($\frac{1}{3}$) acre. Lakefront lots are one-half ($\frac{1}{2}$) acre. The minimum lot size for lakefront lots on the Butler Chain of Lakes is one (1) acre.

Lot width is measured at the building front yard setback line.

(Ord. No. 97-03, § 7, 2-25-97)

(b) *Setbacks.* The following minimum setbacks shall apply:

	Front (Feet)	Rear (Feet)	Side (Feet)
R-CE-Cluster	<u>30</u>	25	10

There shall be a minimum of a fifty-foot setback from the normal high water elevation from natural water bodies.

(Ord. No. 97-03, § 7, 2-25-97)

(c) *Maximum lot coverage.* The maximum coverage of all impervious surfaces on a lot shall not exceed sixty (60) percent of the land area of the lot.

(P & Z Res., art. XXXVI, § 6)

Sec. 38-557. - Common open space.

- (a) The amount of common open space, as required by Orange County Code, chapter 24, article II, open space regulations, shall be shown on the R-CE-Cluster development plan. A method shall be provided for assuring the maintenance of all common open space areas in perpetuity, either by transferring ownership and maintenance responsibilities for the open space areas to a trustee or mandatory homeowner's association, or by some other method acceptable to the board of county commissioners. The county shall not be responsible for the maintenance of common open space areas.

(Ord. No. 92-42, § 6, 12-15-92; Ord. No. 97-03, § 8, 2-25-97)

- (b) The owner shall offer to dedicate development rights for all common open space areas to the county. The county may accept the offer of dedication. If, however, the county refuses to accept the offer, an alternative method acceptable to the county shall be provided to guarantee that common open space areas shall remain in such a state as to maintain the natural character of the area.

(P & Z Res., art. XXXVI, § 7)

Sec. 24-29. - Open space requirements.

- (a) In the following residential zoning districts, residential private open space shall be forty (40) percent:

R-A

RCE-5

RCE-2

A-R

R-CE

R-1AAAA

R-1AAA

R-1AA

R-1A

R-1

R-2 (single-family detached housing only)

R-3 (single-family detached housing only)

R-L-D

Provided, however, that when a variance to the building setbacks for an addition to the principal residence is successfully obtained from the board of zoning adjustment, then the residential private open space requirements shall be automatically reduced by an amount sufficient to accommodate the setback variance.

- (b) In the following residential zoning districts, residential private open space shall be forty-five (45) percent:

R-2 (excluding single-family detached housing)

R-3 (excluding single-family detached housing)

- (c) In the nonresidential zoning districts, open space shall be provided as follows:

Office—Twenty-five (25) percent

Commercial—Twenty (20) percent

Industrial—Fifteen (15) percent

Institutional—Thirty-five (35) percent

Big box development:

One (1) story and two hundred thousand (200,000) square feet or greater: Thirty (30) percent.

One (1) story and less than two hundred thousand (200,000) square feet: Twenty-five (25) percent.

Two (2) stories, provided that the second story is forty (40) percent or more of the gross floor area that is open to customers: Twenty (20) percent.

Two (2) stories with multilevel structured parking, provided that the second story is forty (40) percent or more of the gross floor area that is open to customers: Fifteen (15) percent.

(d) For planned development zoning districts, open space shall be provided in accordance with section 38-1234 of the Orange County Code.

(e) For residential cluster districts, common open space shall be provided as follows:

Gross Residential Density	% Common Open Space Required
Less than or equal to 1 unit/acre	None required
Greater than 1 unit/acre	10%

(f) For urban village zoning districts, open space shall be provided outside of the village center as follows:

Residential private open space—Twenty-five (25) percent.

Institutional open space—Thirty-five (35) percent.

(Ord. No. 92-42, § 1, 12-15-92; Ord. No. 93-11, § 15, 4-27-93; Ord. No. 2007-01, § 8, 3-20-07)

Sec. 24-26. - Definitions.

As used in this article, the following terms shall have the meanings given herein.

Open space shall mean lands set aside for the following:

- (1) The protection of natural resources (such as uplands, wildlife habitats and groundwater recharge areas) and areas unsuitable for development due to natural hazards (such as wetlands, floodplains and areas of unsuitable soils);
- (2) Recreation areas; or
- (3) The enhancement of the developed urban environment (including buffer areas, landscaped areas, plazas and hardscapes).

Common open space shall mean a type of open space designed and intended for use or enjoyment of the occupants of a project.

Residential private open space shall mean the usable open space on individual lots maintained by the required front, rear and side yards of the residential zoning district and excluding paved driveways, principal and accessory structures. However, for purposes of this article, recreational structures such as, but not limited to, pools, tennis courts and porches shall not be considered accessory structures and shall be included in calculating residential open space.

(Ord. No. 92-42, § 1, 12-15-92)

Sec. 24-27. - Legislative findings.

- (a) Open space provides protection of natural resources by encouraging preservation of aquifer recharge areas, floodplains, wetlands and wildlife habitat.
- (b) Open space enhances the quality of life by providing space for recreation.
- (c) Open space enhances the urban environment by providing visual relief, and improving light infiltration and air circulation in developed areas.
- (d) Private open space can be provided in residential areas by required lot setbacks and minimum lot sizes.
- (e) Consistency in the definition of open space and the provisions for open space are necessary for the balance between private property rights and the protection of the public health, safety and welfare.

(Ord. No. 92-42, § 1, 12-15-92)

Sec. 24-28. - Applicability.

The regulations herein are applicable to all development applications permitted by the county. The percentages listed below are considered minimum standards; however, an applicant may provide a greater percentage of open space but a greater percentage will not be required by the county.

(Ord. No. 92-42, § 1, 12-15-92)

Sec. 24-30. - Open space design guidelines.

The following design guidelines are provided to encourage proper design, location and use of open space. For facilities that serve a primary purpose other than open space, performance standards are established for use in obtaining open space credits for these areas.

- (a) *Location.* Open space, other than private residential open space, should be located within the project to enhance its functions as follows:
 - (1) Landscape buffers should be located on the perimeters of the project and along major collectors and arterials to provide maximum screening from adjacent land uses.
 - (2) Recreational open space should be located internal to the project and be easily accessible to all residents and employees.
 - (3) Open space areas that provide natural resource protection should be located to preserve floodplains, wetlands, aquifer recharge areas, wildlife habitat and other unique natural resources.
- (b) *Size.* Open space areas should be the appropriate size for their primary function.
- (c) *Distribution.* Open space should be distributed with reasonable uniformity throughout the project so that remnant open space areas are not created that are unusable or function as private open space to only a small percentage of the development.
- (d) *Integration.*
 - (1) Integrated open space systems, i.e., connected by greenways, bike paths and/or walkways, are encouraged.
 - (2) If the project is located next to off-site open space whose primary function is conservation of natural resources, connection of open space with compatible functions is encouraged.
- (e) *Ownership and maintenance.* Common open space areas shall be the responsibility of a property owners' association or a method shall be provided for assuring the maintenance of and access to all common open space areas in perpetuity, either by transferring ownership and maintenance responsibilities for the open space areas to a trustee or mandatory homeowners' association, or by some other method acceptable to the board of county commissioners. The county shall not be responsible for the maintenance of common open space areas.
- (f) *Irrigation.* All development containing a contiguous irrigated open space tract or parcel greater than twenty (20) acres, including golf courses, shall be required to accept reclaimed water for irrigation when such reclaimed water is available adjacent to the development's boundary and has sufficient capacity and pressure. Connection shall be consistent with the connection policies of the applicable utility provider.
- (g) *Open space credits.* All of the uses below shall be credited towards open space if all performance standards are met. The amount of credits depends on the category of open space, but in no case shall category A open space constitute less than twenty-five (25) percent of the total open space required:
 - (1) *Category A open space.* All of the uses listed below shall count one hundred (100) percent towards meeting the total open space required:
 - a. Buffer zones and greenbelts;

- b. Recreational areas (active and passive);
 - c. Landscaped areas;
 - d. All other permanently undeveloped uplands;
 - e. Dry bottom stormwater management ponds that meet the following requirements:
 - 1. Sodded;
 - 2. Unfenced;
 - 3. Must be dry within seventy-two (72) hours after a twenty-five-year storm event;
 - 4. A skimmer must be provided to minimize the accumulation of trash and pollutants;
 - 5. At least five (5) percent of the area above the peak state elevation must be landscaped with at least fifty (50) percent of the required area landscaped with plant materials other than ground cover (the use of native plant species is encouraged).
- (2) *Category B open space.* All of the uses listed below may be credited towards meeting the minimum open space requirements if the performance standards are met, but shall not account for more than fifty (50) percent of the total open space required:
- a. Wet bottom stormwater management ponds that meet the following requirements:
 - 1. Minimum of one (1.0) acre;
 - 2. Five-to-one (5:1) side slopes;
 - 3. Sodded or an equivalent ground cover;
 - 4. Unfenced;
 - 5. Curvilinear in shape rather than angular;
 - 6. Landscaped in accordance with the following criteria:
 - i. *One to two and one-half acres.* At least ten (10) percent of the land above the design high water level excluding maintenance berms shall be landscaped with at least fifty (50) percent of the required area landscaped with plant materials other than ground cover (the use of native plant species is encouraged); or a littoral zone band of at least five (5) feet in width for at least fifty (50) percent of the shoreline established with native aquatic or semiaquatic plant species;
 - ii. *Two and one-half to five acres.* At least five (5) percent of the land above the design high water level excluding maintenance berms shall be landscaped with at least fifty (50) percent of the required area landscaped with plant materials other than ground cover (the use of native plant species is encouraged); or a littoral zone band of at least five (5) feet in width for at least thirty-five (35) percent of the shoreline established with native aquatic or semiaquatic plant species;
 - iii. *More than five acres.* A littoral zone band of at least five (5) feet in width for at least twenty (20) percent of the shoreline established with native aquatic or semiaquatic plant species.
 - 7. Access provided for all residents/employees.
 - b. Easements that meet the following requirements:

1. Minimum twenty-five (25) feet wide;
 2. Accessible for public use;
 3. Written verification from the easement holder authorizing unrestricted access.
- c. Plazas/hardscapes that meet the following requirements:
1. Twenty (20) percent landscaped;
 2. Seating areas;
 3. Thirty (30) percent or gross pedestrian accessible (excluding sidewalks) for area remaining after landscaping and water features/sculptures.
- d. Natural lakes that meet the following requirements:
1. Only that portion of lakes which are within the legal description of the project shall be credited towards open space;
 2. Must be accessible to all residents/employees. Common access to natural lakes shall be at least equal to the minimum lot size established by the zoning districts or one-half (½) acre, whichever is greater.
- (3) *Category C open space.* Areas within a project, phase or tract which are classified as conservation areas (including mitigation area) pursuant to chapter 15, article X (conservation ordinance) shall be identified at the time of plan submission. Conservation areas shall qualify as open space. However, to ensure that conservation areas or mitigation areas which comprise a high percentage of a project or tract do not constitute the only open space for the project, the amount of open space credit shall be limited to no more than seventy-five (75) percent of the total open space required.
- (4) *Open space categories B and C.* Open space categories B and C cannot count more than seventy-five (75) percent of the total open space required for the project, phase or tract.
- (5) *Big box development open space.* All of the uses listed below may be credited towards meeting the minimum open space requirements if the performance standards are met, but shall not account for more than fifty (50) percent of the total open space required:
- a. All retention ponds, fenced or nonfenced, which are meant to fulfill a portion of the open space requirements, shall be designed as a project landscaping amenity. As such, they shall have curvilinear water edges which incorporate substantial curve off-sets along the water perimeter. Furthermore, all ponds shall incorporate a continuous row of drought-tolerant shrubs and understory trees along their top edge. Understory trees shall be planted at a rate of one (1) per twenty-five (25) feet of perimeter edge. Clustering of understory trees is acceptable.
1. Nonfenced ponds may fulfill up to fifty (50) percent of the project's open space requirement, provided they meet the curvilinear requirements above. Decoratively-fenced ponds may fulfill up to fifty (50) percent of the project's open space requirements. However, the decorative fencing shall be constructed with black wrought iron-styled post and railing system, and incorporate landscaping along the exterior of the fencing. The post and railing system, while including a gated access system for pond maintenance purposes, shall incorporate masonry columns, minimum twenty-four (24) inches in diameter, spaced at a maximum of fifty (50) feet

	Unit 3N	Unit 3S	Unit 2	Unit 1	Chain Du Lac	Manor 1	Manor 2	Proposed Development*	TOTAL
Rec Area/Open Space				9.52			4.44	4.15	18.11
Landscape Tract						2.33	3.05	6.9	12.28
Landscape Buffer			0.39	1.41					1.8
Undeveloped Area in Lots 94/95								17.7	
Lake	17.96					1.33			19.29
Conservation Area	1.13	1.39			2.62	5.81	3.35	12.6	27.9
Stormwater Pond			3.76		1.82	5.04	1.46	33.83	45.91
TOTAL	19.09	1.39	4.15	10.93	4.44	15.51	12.3	75.18	125.29 ac
									25.0%

* Proposed Development does not include the area containing the existing Clubhouse area

Cluster Plan Gross Area 502 ac
38% Open Space of Gross Area of Cluster Plan 190.76 ac

Information on areas is approximated based on copies of plats.

		Unit 3 ₂	Unit 2 ₂	Unit 1 ₂	Chain Du Lac ₂	Manor 1 ₂	Manor 2 ₂	Proposed Development ₁	TOTAL
A.	Recreation Area/ Open Space	--	--	9.5	--	--	4.4	4.2	18.1
B.	Landscape Tract	--	--	--	--	2.3	3.1	6.9	12.3
C.	Landscape Buffer	--	0.4	1.4	--	--	--	--	1.8
D.	Undeveloped Area in Proposed Lots 94/95	--	--	--	--	--	--	17.7	17.7
E.	Lake	18.0	--	--	--	1.3	--	--	19.3
F.	Conservation Area	2.5	--	--	2.6	6.8	3.4	12.6	27.9
G.	Stormwater Pond	--	3.8	--	1.8	5.0	1.5	33.8	45.9
H.	Private Open Space w/in Lots ₃	24.4	5.8	7.0	8.8	10.6	8.8	19.0	84.4
	TOTAL GROSS OPEN SPACE	44.9	10.0	17.9	13.2	26.1	21.1	94.2	227.4
	PERCENTAGE OF GROSS AREA							60.6%	45.3%

All units are in acres

Total Required Common Open Space: 0.0 ac (Per Sec. 24-29(e) - Residential Cluster Districts less than or equal to 1 unit/acre)

Cluster Plan Gross Area: 502.0 ac

38% of Gross Area of Cluster Plan: 190.76 ac

NOTES:

1. Proposed Development does not include the open space acreage for the area containing the existing Clubhouse, tennis courts, and pool.
2. Information on acreages for existing developments is approximated based on copies of plats.
3. Per Section 38-556(c). Maximum lot coverage of 60%. Open space calculated as 40% of lot areas. Conservatively assumed all lots at 0.5 acre in size.

Prepared by Poulos & Bennett, LLC on 2015-11-24

Appendix 7.C.

Attachment C

Legal Notice

Notice of Plat Vacation

Notice is hereby given that Windermere Country Club, LLC, a Florida limited liability company, with an address of 2710 Butler Bay Drive, N., Windermere, Florida 34786, the owner of (i) Tract A, BUTLER BAY - UNIT THREE, according to the map or plat thereof as recorded in Plat Book 18, Page 4, Public Records of Orange County, Florida and (ii) Tract A, REPLAT OF LOTS 8,9,10 AND TRACT B, BUTLER BAY -UNIT THREE, according to the map or plat thereof as recorded in Plat Book 25, Page 116, Public Records of Orange County, Florida, intends to vacate the Plat Notes 12 and 13 from said plat.

Appendix 7.D.

Attachment D
Tax Certificates

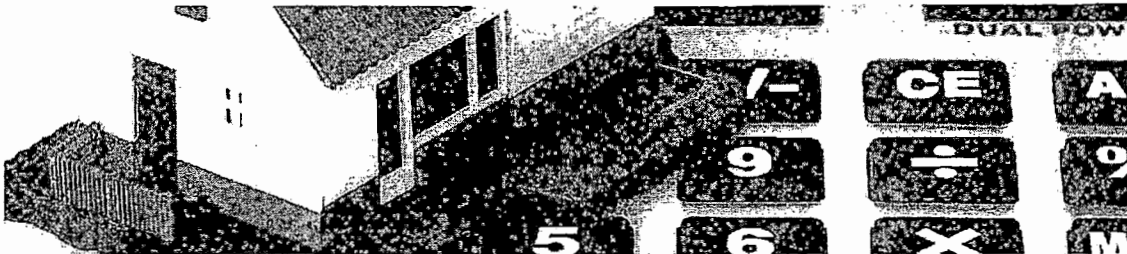
Orange County Tax Collector Scott Randolph
Independently elected to serve only you.

Pay Online > Make An Appointment >

ABOUT LOCATIONS DRIVER LICENSES TAG & TITLE PROPERTY TAX BUSINESS TAX CAREERS OTHER CONTACT

REQUIRED DOCUMENTS FOR TRANSACTIONS MANAGER WAITTIME VIEW AWARD NOTICE

Important Notice: The Orange County Tax Collector's office will begin serving only Orange County residents due to volume and budgetary constraints. Please refer to your county's Tax Collector for locations.



Property Tax Search

The Orange County Tax Collector makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. Utilization of the search facility indicates understanding and acceptance of this statement by the user. This Site Should not be relied upon for a title search.

Property Appraiser Details

Parcel/Tangible Number: 01-23-27-1108-00001 Owner & Address:
WINDERMERE COUNTRY CLUB LLC
2710 BUTLER BAY DR N
WINDERMERE, FL 34786-6110
Date: 1/29/2016
Tax Year: 2015
Total Assessed Value: \$1,998,019
Taxable Value: \$1,998,019
Gross Tax Amount: \$35,331.78
Millage Code: 75 ORG
Legal Description: BUTLER BAY UNIT 3 18/4 TRACT A
Location Address: 2710 BUTLER BAY DR 34786
Comments:

Current Taxes and Unpaid Delinquent Warrants:

Year	Owner Information	Amount Due	Download Taxbill	Make Payment
2015	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *		
2014	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *		
2013	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *		
2012	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *		
2010	SPE GO HOLDINGS INC	* PAID (View Taxbill For Receipt) *		
2009	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *		
2008	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *		
2007	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *		
2006	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *		

Unpaid Real Estate Certificates:

Year	Current Payoff	If Paid By	Current Payoff	If Paid By	Make Payment
* NONE *	* NONE *	* NONE *	* NONE *	* NONE *	* NONE *

Other Real Estate Certificates:

Year	Face Value	Certificate Number	Status	Amount Paid
2011	\$46,511.53	2012-0001462.000	Paid	\$50,943.36

* UNPAID DELINQUENT TAXES MUST BE PAID BY A CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED FUNDS AND ARE DUE BY THE LAST BUSINESS DAY OF THE MONTH.

IMG **Scott Randolph, Tax Collector** 2015 REAL ESTATE
ORANGE COUNTY NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
0025397-1	0	75 ORG

Nov/2015	Feb/2016	01-23-27-1108-00001
Dec/2015	MARCH GROSS TAX	BUTLER BAY UNIT 3 18/4 TRACT A
Jan/2016	INTEREST/ADV.	
SITE ADDRESS	2710 BUTLER BAY DR 34786	



WINDERMERE COUNTRY CLUB LLC
2710 BUTLER BAY DR N
WINDERMERE, FL 34786-6110

PAID 0099-01272633 \$33,918.51 11/25/2015

PO Box 545100
Orlando FL 32854-5100

To pay by credit card, call 1-855-414-9014 or visit www.octaxcol.com. A fee will be charged by Point and Pay for this service.

Or to mail in your payment, return the top portion of your bill with your check.

Make checks payable to Scott Randolph, Tax Collector • PO Box 545100 • Orlando FL 32854-5100

Scott Randolph, Tax Collector RETAIN FOR YOUR RECORDS 2015 REAL ESTATE

WINDERMERE COUNTRY CLUB LLC
2710 BUTLER BAY DR N
WINDERMERE, FL 34786-6110

01-23-27-1108-00001
BUTLER BAY UNIT 3 18/4 TRACT A

SITE ADDRESS 2710 BUTLER BAY DR 34786

Receipt will be mailed upon request.

AD VALOREM TAXES

TAX AUTHORITY	ASSESSED VALUE	EXEMPT VALUE	TAXABLE VALUE	MILLAGE*	TAX LEVIED
STATE SCHOOL	1,998,019	0	1,998,019	4.9700	\$9,930.15
LOCAL SCHOOL	1,998,019	0	1,998,019	3.2480	\$6,489.57
GEN COUNTY	1,998,019	0	1,998,019	4.4347	\$8,860.61
CNTY FIRE	1,998,019	0	1,998,019	2.2437	\$4,482.96
UTO	1,998,019	0	1,998,019	1.8043	\$3,605.03
LIBRARY	1,998,019	0	1,998,019	.3748	\$748.86
SPWM	1,998,019	0	1,998,019	.3551	\$709.50
WIND CANAL	1,998,019	0	1,998,019	.2528	\$505.10

TOTAL MILLAGE*	17.6834	*DOLLARS PER \$1,000 OF TAXABLE VALUE	AD VALOREM TOTAL:	\$35,331.78
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NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY AMOUNT

NON-AD VALOREM TOTAL: \$0.00

TOTAL TAXES AND ASSESSMENTS: \$35,331.78

ORANGE COUNTY NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	MILLAGE CODE	ASSESSED VALUE	EXEMPTIONS	L.I.S. EXEMPTION	TAXABLE VALUE
0025397-1	75 ORG	1,998,019	0	0	1,998,019
Nov/2015	Dec/2015	Jan/2016	Feb/2016	MARCH GROSS TAX	INTEREST/ADV
					ESCROW CODE
					0

000419

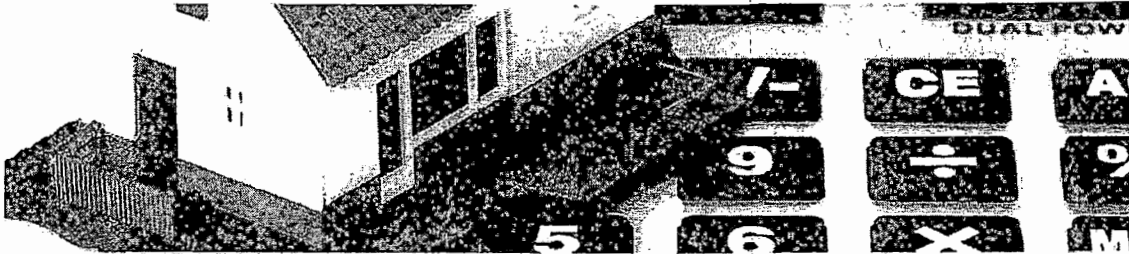
Orange County Tax Collector Scott Randolph
independently elected to serve only you.

Pay Online > Make An Appointment >

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RECORD DOCUMENTS FOR TRANSACTIONS MANAGER WAITTIME VIEW AWARD NOTICE

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Property Tax Search

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Property Appraiser Details

Parcel/Tangible Number: 01-23-27-1117-00001 Owner & Address:
WINDERMERE COUNTRY CLUB LLC
Date: 1/29/2016 2710 BUTLER BAY DR N
Tax Year: 2015 WINDERMERE, FL 34786-6110
Total Assessed Value: \$211,430 Legal Description: A REPLAT OF LOTS 8 9 10 & TRACT B BUTLER BAY UNIT 3 25/116 TRACT A
Taxable Value: \$211,430 Location Address: 2730 BUTLER BAY DR 34786
Gross Tax Amount: \$3,738.80
Mileage Code: 75 ORG
Comments:

Current Taxes and Unpaid Delinquent Warrants:

Year	Owner Information	Amount Due	Download Taxbill	Make Payment
2015	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2014	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2013	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2012	WINDERMERE COUNTRY CLUB LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2010	SPE GO HOLDINGS INC	* PAID (View Taxbill For Receipt) *	Taxbill	
2009	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2008	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2007	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	
2006	LINKSCORP FLORIDA WINDERMERE LLC	* PAID (View Taxbill For Receipt) *	Taxbill	

Unpaid Real Estate Certificates:

Year	Current Payoff	If Paid By	Current Payoff	If Paid By	Make Payment
* NONE *	* NONE *	* NONE *	* NONE *	* NONE *	* NONE *

Other Real Estate Certificates:

Year	Face Value	Certificate Number	Status	Amount Paid
2011	\$6,521.90	2012-0001466.000	PAID	\$6,854.25

* UNPAID DELINQUENT TAXES MUST BE PAID BY A CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED FUNDS AND ARE DUE BY THE LAST BUSINESS DAY OF THE MONTH.

IMG

Scott Randolph, Tax Collector

2015 REAL ESTATE

ORANGE COUNTY NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
0025518-2	0	75 ORG

Nov/2015	Feb/2016	01-23-27-1117-00001
Dec/2015	MARCH GROSS TAX	A REPLAT OF LOTS 8 9 10 & TRACT
Jan/2016	INTEREST/ADV	B BUTLER BAY UNIT 3 25/116 TRACT
		A
SITUS ADDRESS	2730 BUTLER BAY DR 34786	



WINDERMERE COUNTRY CLUB LLC
2710 BUTLER BAY DR N
WINDERMERE, FL 34786-6110

PAID 0099-01272634 \$3,589.25 11/25/2015

PO Box 545100
Orlando FL 32854-5100

To pay by credit card, call 1-855-414-9014 or visit www.octaxcol.com. A fee will be charged by Point and Pay for this service.

Or to mail in your payment, return the top portion of your bill with your check.

Make checks payable to Scott Randolph, Tax Collector • PO Box 545100 • Orlando FL 32854-5100

Scott Randolph, Tax Collector RETAIN FOR YOUR RECORDS 2015 REAL ESTATE

WINDERMERE COUNTRY CLUB LLC
2710 BUTLER BAY DR N
WINDERMERE, FL 34786-6110

01-23-27-1117-00001

A REPLAT OF LOTS 8 9 10 & TRACT B BUTLER
BAY UNIT 3 25/116 TRACT A

SITUS ADDRESS 2730 BUTLER BAY DR 34786

Receipt will be mailed upon request.

AD VALOREM TAXES

TAX AUTHORITY	ASSESSED VALUE	EXEMPT VALUE	TAXABLE VALUE	MILLAGE*	TAX LEVIED
STATE SCHOOL	211,430	0	211,430	4.9700	\$1,050.81
LOCAL SCHOOL	211,430	0	211,430	3.2480	\$686.72
GEN COUNTY	211,430	0	211,430	4.4347	\$937.63
CNTY FIRE	211,430	0	211,430	2.2437	\$474.39
UTD	211,430	0	211,430	1.8043	\$381.48
LIBRARY	211,430	0	211,430	.3748	\$79.24
SPWM	211,430	0	211,430	.3551	\$75.08
WIND CANAL	211,430	0	211,430	.2528	\$53.45

TOTAL MILLAGE*: 17.6834

*DOLLARS PER \$1,000 OF TAXABLE VALUE

AD VALOREM TOTAL: \$3,738.80

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY

AMOUNT

NON-AD VALOREM TOTAL: \$0.00

TOTAL TAXES AND ASSESSMENTS: \$3,738.80

ORANGE COUNTY NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	MILLAGE CODE	ASSESSED VALUE	EXEMPTIONS	L.I.S. EXEMPTION	TAXABLE VALUE
0025518-2	75 ORG	211,430	0		211,430
Nov/2015	Dec/2015	Jan/2016	Feb/2016	MARCH GROSS TAX	INTEREST/ADV
					ESCROW CODE
					0

000421

Appendix 7.E.

Appendix 8.

GRAY | ROBINSON
ATTORNEYS AT LAW

407-244-5683

PAUL.CHIPOK@GRAY-ROBINSON.COM

301 EAST PINE STREET
SUITE 1400
POST OFFICE BOX 3068 (32802-3068)
ORLANDO, FLORIDA 32801
TEL 407-843-8880
FAX 407-244-5690
gray-robinson.com

BOCA RATON
FORT LAUDERDALE
FORT MYERS
GAINESVILLE
JACKSONVILLE
KEY WEST
LAKE LAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

MEMORANDUM

TO: Mayor Jacobs and Board of County Commissioners
FROM: Truong M. Nguyen
DATE: July 18, 2016
SUBJECT: Support of Windermere Country Club Petition to Vacate; Property Referenced as Golf Course, Not Common Open Space

Petitioner, owners of a defunct former golf course, is requesting the Board approve a Petition to Vacate the development rights to Tract A dedicated to Orange County, Florida, as indicated in Note #12, and the access rights to Tract A dedicated to Orange County, Florida, as indicated in Note #13 of the Plat of Butler Bay - Unit 3, as recorded in Plat Book 18, Page 4, Public Records of Orange, County, Florida. As the information in this Memorandum makes clear, Petitioner's request fully complies with all relevant County Code provisions and should be approved.

Windermere Country Club has filed a rezoning application, Application #RZ-10-038, to modify the Cluster Plan to 1) bring the 155 acres under the current standard of 1 unit per 1 acre and 2) change the 155 acres from golf course (a referenced use and not open space) to residential area to accommodate 95 lots. At the November 19, 2015 Planning and Zoning Commission meeting, the Planning and Zoning Commission continued the rezoning application to April 21, 2016 and directed Windermere Country Club to file a Petition to Vacate the 155 acre Tract A/golf course property and to modify the 1986 Developer's Agreement applicable to the Butler Bay, Unit 3 Plat¹.

BACKGROUND

The Butler Bay Cluster Plan, where the Tract A/Golf Course Property is located, received its zoning approval on February 21, 1985. There was no mention of conveyance of development rights from the Golf Course Property in this zoning approval.²

¹ Tab I

² See Minutes of February 21, 1985 Planning and Zoning Commission Meeting (Tab A) and Minutes of February 25, 1985 Board of County Commission Meeting (Tab B).

Mayor Jacobs and Board of County Commissioners
July 18, 2016
Page 2

Language regarding dedication of the development rights to the Golf Course Property to Orange County first emerged during PSP review on November 18, 1985.³ That condition to convey development rights was included in the "1986 Developer's Agreement".⁴ When the Butler Bay Unit 3 Plat⁵, was approved, a Resolution Vacating and Annuling a portion of the Butler Bay Unit 2 Plat was approved at the same time.⁶ Further, when the Replat of Lots 8, 9, 10 and Tract B was approved on April 2, 1990⁷, a second Resolution Vacating and Annuling Plat was approved by the BOCC on the same day.⁸

GOLF COURSE PROPERTY IS NOT "COMMON OPEN SPACE", "COMMON AREA", OR "COMMON PRIVATE FACILITIES."

The Windermere Country Club golf course is privately held property and maintained by the Golf Course Property owner. It is not common open space. The County's ordinances and a review of the history of the County approvals associated with the Golf Course Property make this very clear.

Section 34-155(a)⁹ defines "open space" and states it may include private parks and recreation areas provided: (i) they have been designated as a tract on the plat, (ii) they are adequate for the intended purpose, (iii) assurance has been given by deed restriction or Covenants, Conditions and Restrictions ("CCRs") that the area will be maintained and (iv) the area must be identified on the plat as 'common areas' for owners of property within the subdivision. In this case, the Golf Course Property is not identified as 'common area' on the plat. There is no plat dedication of Golf Course Property to any other lot or property owners. The CCRs do not include the Golf Course Property nor provide for maintenance of the golf course. In fact, the "Property" as defined in Exhibit A to the CCRs is limited to Lots 1-123, PB 18, Pages 4-9 and notably does not include the Tract A/Golf Course Property. The CCR definition of "Common Area" requires that common area be owned by the "Association". Article XII of the CCRs is titled "Covenants and Restrictions Relating to Golf Course". Section 1 states "All Owners of Lots on the Property acknowledge the existence of a private golf course on lands adjoining the Property. The golf course is for the use and enjoyment of the members of the private golf club". Section 3 creates a 10 foot easement in favor of the golf course across the rear of each lot adjacent to the golf course. The easement prohibits fences, walls or shrub planting. See OR Book 3808, Page 1478 (Tab K). The plat note 12 and 13 on PB 18, Page 4,

³ Attached Tab C

⁴ Development Agreement recorded at OR 3757/1536 (Tab D) and hereinafter "1986 Developer's Agreement."

⁵ PB 18/4 (Tab E)

⁶ See OR 3808/2058 (Tab F).

⁷ Replat of Lots 8, 9, 10 and Tract B, Butler Bay Unit 3, PB 25/116 (Tab G).

⁸ See OR 4173/3662 (Tab H)

⁹ Tab J

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which are applicable to the golf course are between the Golf Course Property owner and the County, the subdivision owners are not parties to those plat note restrictions. Clearly, there is no dedication or identification on the plat that the Tract A/Golf Course Property is common area for the owners of property within the subdivision. Further, the subdivision lot developer and their successors, the individual lot owners, were on notice through the CCRs that the golf course was not common area or common open space for the benefit of the lot owners. Rather, the lot owners acknowledge through the CCRs the existence of a private golf course for the use and enjoyment of the members of the private golf club. There is no documented expectation that the lot owners have any legal or equitable interest in the Tract A/Golf Course Property.

The 1986 Developer's Agreement (Tab D) approved by the Board of County Commissioners on February 26, 1986 incorporated the November 18, 1985 Preliminary Subdivision Plan conditions of approval (Tab C). That 1986 Developer's Agreement recognizes that the conditions shall control all future development of the property "(unless said conditions of approval are amended or modified by Orange County)".

The 1986 Developer's Agreement, Condition 5, provides: "The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities." The "Developer's Agreement - Common Private Facilities" was approved by the Board of County Commissioners on July 21, 1986¹⁰. That Development Agreement was executed by "Windermere Lakes, Ltd." who was not the owner of the Golf Course Property. Further, the "Property" subject to that Developer's Agreement is Lots 1-123 of "Butler Bay Unit 3" not the Tract A/ Golf Course Property. The Tract A/Golf Course Property by the terms of that 1986 Developer's Agreement is not "common private facilities."

In regards to open space, the Tract A/Golf Course Property is zoned R-CE-C. Section 38-556¹¹, requires 40% of each lot to be pervious surface. Section 38-557¹², Common Open Space, Subsection (a) refers to Chapter 24 for open space regulations. Section 24-29(e)¹³ provides, that for residential cluster districts, when the density is less than or equal to 1 unit per acre, there is no common open space required. Section 24-26¹⁴, Definitions, states "Common Open Space" shall mean a type of open space designed and intended for the use or enjoyment of occupants of a project. That Section also defines "Residential Private Open Space" to include front, rear and side yards excluding parcel driveways and structures. Both common open space and residential private open space are included as part of the definition of "Open Space."

¹⁰ Tab L. Recorded at OR Book 3808, Page 1466.

¹¹ Tab M.

¹² Tab N.

¹³ Tab O.

¹⁴ Tab P.

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Page 4

Section 24-27¹⁵, Legislative findings, at Subsection (e) states:

“Consistency in the definition of open space and the provisions for open space are necessary to balance between private property rights and the protection of the public health, safety and welfare.”

Section 24-28¹⁶, Applicability, provides, in part, that the open space standards are minimum standards, “however, an applicant may provide a greater percentage of open space but a greater percentage of open space will not be required by the county.” Section 24-30¹⁷, Open Space Design Guidelines, subsection (e), Ownership and Maintenance, states common open space areas shall be the responsibility of a property owners’ association or a mandatory homeowner’s association. In Butler Bay Unit 3, this responsibility is addressed through the July 21, 1986 “Developer’s Agreement – Common Private Facilities” (Tab L), which does not include the Tract A/Golf Course Property.

Notwithstanding the foregoing, in 1985 the standard for common open space was 25%. Attached as Tab T is a chart prepared by Poulos and Bennett making clear that the owners’ proposed revision to Tract A/Golf Course Property within the Cluster Plan retains total Butler Bay Cluster Plan gross common open space at 25%.

Notwithstanding the foregoing, the 1985 approved Cluster Plan (Tab A) does not define the term “Gross Open Space”. As defined by the Orange County Code, “Open Space” includes “Residential Private Open Space” and “Common Open Space”. In the 1985 Cluster Plan, reference is made to having 38% “Gross Open Space” within the Butler Bay Cluster Plan. Attached as Tab U is a chart prepared by Poulos and Bennett which establishes that the total Butler Bay Cluster Plan open space (calculated utilizing both common open space and residential open space) after redevelopment of Tract A to 95 lots will be 45.3% of the total area. For just the 155 acres within Tract A after redevelopment to 95 lots the open space will be 60.6%.

CONCLUSION

Under the current Orange County Code there is no common open space requirements for an R-CE-C project when density is less than or equal to 1 unit per acre. The County, by releasing the development rights for 95 units back to the Tract A/Golf Course Property, maintains an overall density within the Butler Bay Cluster Plan of 1 unit per one acre in full compliance with County Code.

¹⁵ Tab Q.

¹⁶ Tab R.

¹⁷ Tab S.

Mayor Jacobs and Board of County Commissioners
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Even if the old standard of 25% common open space was applied to the request for 95 units on the Golf Course Property, the overall common open space within the Butler Bay Cluster Plan will remain at 25% common open space, also fully compliant with the County Code.

In the event that the 38% "gross open space" as listed in the original 1985 Butler Bay Cluster Plan is interpreted to apply to the current cluster plan modification request, the resulting modified Butler Bay Cluster Plan, with 95 units assigned to the Tract A/Golf Course Property, will exceed the 38% gross open space, also fully compliant with the County Code.

This memorandum establishes that the release of the development rights back to the Tract A/Golf Course Property owner through the vacation of the plat as applicable to Tract A/Golf Course Property can be accomplished in compliance with the open space standards.

Appendix 8.A.

- (a) Open space provides protection of natural resources by encouraging preservation of aquifer recharge areas, floodplains, wetlands and wildlife habitat.
- (b) Open space enhances the quality of life by providing space for recreation.
- (c) Open space enhances the urban environment by providing visual relief, and improving light infiltration and air circulation in developed areas.
- (d) Private open space can be provided in residential areas by required lot setbacks and minimum lot sizes.
- (e) Consistency in the definition of open space and the provisions for open space are necessary for the balance between private property rights and the protection of the public health, safety and welfare.

(Ord. No. 92-42, § 1, 12-15-92)

Appendix 8.B.

The regulations herein are applicable to all development applications permitted by the county. The percentages listed below are considered minimum standards; however, an applicant may provide a greater percentage of open space but a greater percentage will not be required by the county.

(Ord. No. 92-42, § 1, 12-15-92)

Appendix 8.C.

	Unit 3N	Unit 3S	Unit 2	Unit 1	Chain Du Lac	Manor 1	Manor 2	Proposed Development*	TOTAL
Rec Area/Open Space				9.52			4.44	4.15	18.11
Landscape Tract						2.33	3.09	6.9	12.28
Landscape Buffer			0.39	1.41					1.8
Undeveloped Area in Lots 94/95								17.7	
Lake	17.96					1.33			19.29
Conservation Area	1.13	1.39			2.62	6.81	3.35	12.6	27.9
Stormwater Pond			3.76		1.82	5.04	1.46	33.93	45.91
TOTAL	19.09	1.39	4.15	10.93	4.44	15.51	12.3	75.18	125.29 ac
									25.0%

* Proposed Development does not include the area containing the existing Clubhouse area

Cluster Plan Gross Area 502 ac
 35% Open Space of Gross Area of Cluster Plan 190.76 ac

Information on areas is approximated based on copies of plats.

Appendix 8.D.

		Unit 3 ₂	Unit 2 ₂	Unit 1 ₂	Chain Du Lac ₂	Manor 1 ₂	Manor 2 ₂	Proposed Development ₂	TOTAL
A.	Recreation Area/ Open Space	--	--	9.5	--	--	4.4	4.2	18.1
B.	Landscape Tract	--	--	--	--	2.3	3.1	6.9	12.3
C.	Landscape Buffer	--	0.4	1.4	--	--	--	--	1.8
D.	Undeveloped Area in Proposed Lots 94/95	--	--	--	--	--	--	17.7	17.7
E.	Lake	18.0	--	--	--	1.3	--	--	19.3
F.	Conservation Area	2.5	--	--	2.6	6.8	3.4	12.6	27.9
G.	Stormwater Pond	--	3.8	--	1.8	5.0	1.5	33.8	45.9
H.	Private Open Space w/in Lots ₃	24.4	5.8	7.0	8.8	10.6	8.8	19.0	84.4
	TOTAL GROSS OPEN SPACE	44.9	10.0	17.9	13.2	26.1	21.1	94.2	227.4
	PERCENTAGE OF GROSS AREA							60.6%	45.3%

All units are in acres

Total Required Common Open Space: 0.0 ac (Per Sec. 24-29(e) - Residential Cluster Districts less than or equal to 1 unit/acre)

Cluster Plan Gross Area: 502.0 ac

38% of Gross Area of Cluster Plan: 190.76 ac

NOTES:

1. Proposed Development does not include the open space acreage for the area containing the existing Clubhouse, tennis courts, and pool.
2. Information on acreages for existing developments is approximated based on copies of plats.
3. Per Section 38-556(c), Maximum lot coverage of 60%. Open space calculated as 40% of lot areas. Conservatively assumed all lots at 0.5 acre in size.

Prepared by Poulos & Bennett, LLC on 2015-11-24

Appendix 9.



Date: September 1, 2016

TO: Katie Smith, Deputy Clerk, Comptroller Clerk's Office

THRU: Cheryl Gillespie, Agenda Development Supervisor
Agenda Development Office, BCC

FROM: Diana M. Almodovar, P.E., Manager, Development Engineering Division

THRU: Francisco J. Villar, P.E., Engineer III
Development Engineering Division, Public Works Department
Telephone: 407-836-7921
E-mail address: francisco.villar@ocfl.net

RE: Request for Public Hearing for the Windermere Country Club Plat Vacation
Bryan DeCunha on behalf of Windermere Country Club, LLC

Applicant: Bryan DeCunha
Windermere Country Club, LLC
2710 Butler Bay Drive North
Windermere, FL 24786

Location: S01/T23/R27 Petition to vacate the development and access rights of Tract A (Golf Course) of the Butler Bay – Unit Three development dedicated to Orange County per the plat of Butler Bay – Unit Three, as recorded in Plat Book 18, Page 4, of the Public Records of Orange County, Florida. The parcel ID number is 01-23-27-1108-00-001. The parcel address is 2710 Butler Bay Drive North and it lies in District 1.

Estimated time required for public hearing: Two (2) minutes.

Hearing controversial: Yes.

Advertising timeframes: Publish the petition, the Clerk's estimated hearing date, time and place at least 14 days prior to the date set for the public hearing. Publish the notice of adoption within 30 days of the hearing date.

October 18, 2016
@ 2pm

**Request for Public Hearing for the Windermere Country Club Plat Vacation
Bryan DeCunha on behalf of Windermere Country Club, LLC**

Applicant/Abutters to

Be notified:

Yes – Mailing labels sent via e-mail to the Clerk's office.

Hearing by Fla. Statute

or code:

Pursuant to Section 177.101 of the Florida Statutes.

Spanish contact person:

Para mas información referente a esta vista pública, favor de comunicarse con la División de Ingeniería de Desarrollos (Development Engineering Division) al número 407-836-7921.

Materials being submitted as backup for public hearing request:

1. Memo from the property owner's attorney requesting the plat vacation
2. Receipt of payment of petition fees
3. Mailing labels (sent via e-mail to the Clerk's office)

SPECIAL INSTRUCTIONS TO CLERK (IF ANY):

1. Please notify Francisco Villar of the scheduled date and time. The Development Engineering Division will notify the customer.

**PUBLIC WORKS DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION
REQUEST FOR COUNTY MAYOR'S APPROVAL
August 5, 2016**

Request authorization to schedule a Public Hearing for the Windermere Country Club Plat Vacation. This is a request from Windermere Country Club, LLC to vacate the development and access rights to Tract A dedicated to Orange County per the plat of Butler Bay – Unit 3, as recorded in Plat Book 18, Page 4, of the Public Records of Orange County, Florida. Property lies in District 1.

Requested Action
Approved by

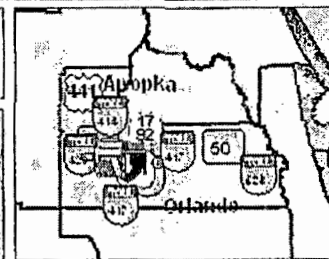
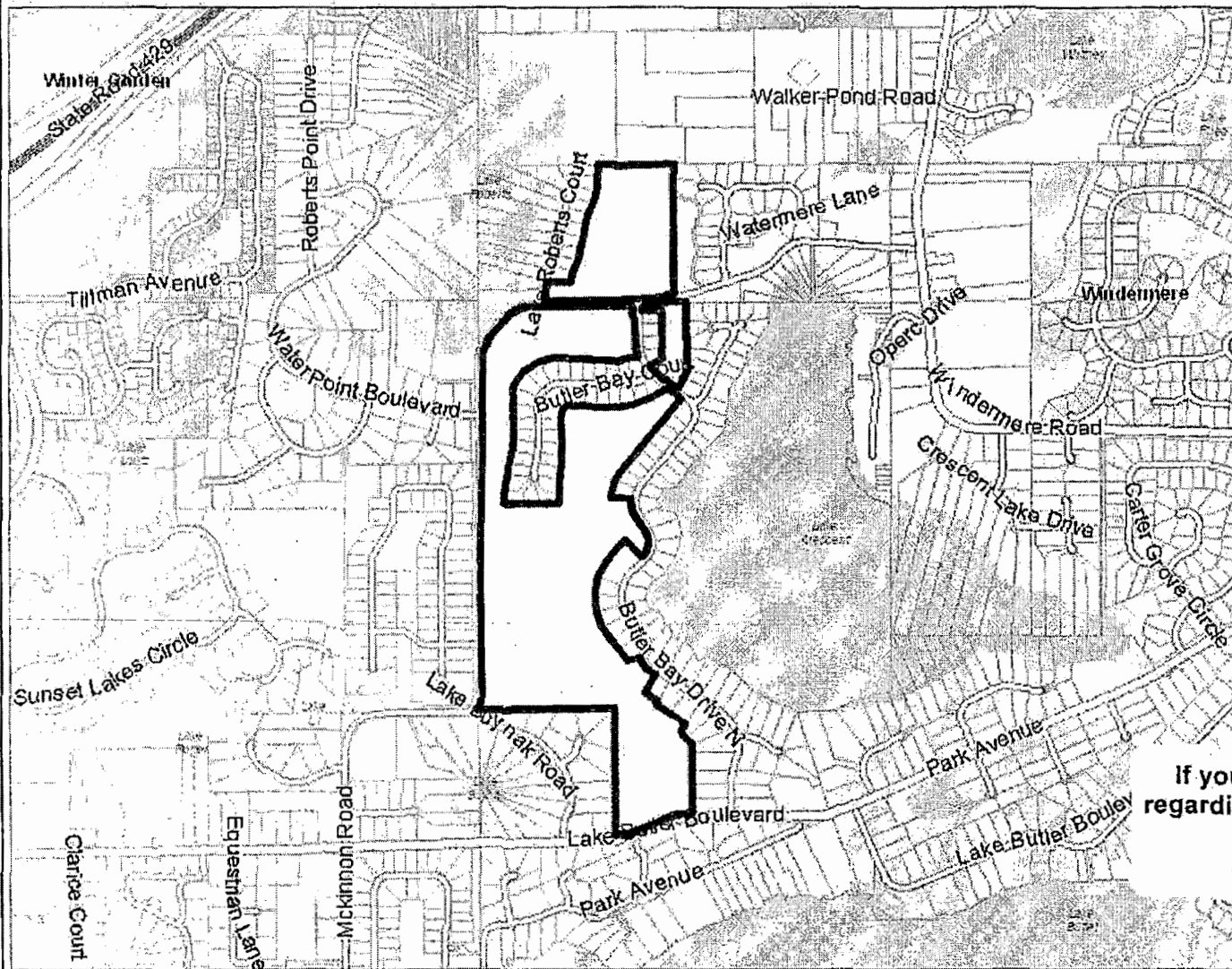

Mayor Teresa Jacobs

(Date)


NOTE: FURTHER PROCESSING NECESSARY:

Please return to Francisco J. Villar via interoffice mail.

Windermere Country Club Plat Vacation



Legend

 Petitioner's property

If you have any questions
regarding this map, please call
Francisco Villar
at 407-836- 7921.

1: 17,014



0.5 0 0.27 0.5 Miles

© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

GRAY | ROBINSON
ATTORNEYS AT LAW

407-244-5683

PAUL.CHIFOK@GRAY-ROBINSON.COM

301 EAST PINE STREET
SUITE 1400
POST OFFICE BOX 3068 (32802-3068)
ORLANDO, FLORIDA 32801
TEL 407-843-8880
FAX 407-244-5690
gray-robinson.com

BOCA RATON
FORT LAUDERDALE
FORT MYERS
GAINESVILLE
JACKSONVILLE
KEY WEST
LAKE LAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

MEMORANDUM

TO: Mayor Jacobs and Board of County Commissioners

FROM: Truong M. Nguyen

DATE: July 18, 2016

SUBJECT: Support of Windermere Country Club Petition to Vacate; Property Referenced as Golf Course, Not Common Open Space

Petitioner, owners of a defunct former golf course, is requesting the Board approve a Petition to Vacate the development rights to Tract A dedicated to Orange County, Florida, as indicated in Note #12, and the access rights to Tract A dedicated to Orange County, Florida, as indicated in Note #13 of the Plat of Butler Bay - Unit 3, as recorded in Plat Book 18, Page 4, Public Records of Orange, County, Florida. As the information in this Memorandum makes clear, Petitioner's request fully complies with all relevant County Code provisions and should be approved.

Windermere Country Club has filed a rezoning application, Application #RZ-10-038, to modify the Cluster Plan to 1) bring the 155 acres under the current standard of 1 unit per 1 acre and 2) change the 155 acres from golf course (a referenced use and not open space) to residential area to accommodate 95 lots. At the November 19, 2015 Planning and Zoning Commission meeting, the Planning and Zoning Commission continued the rezoning application to April 21, 2016 and directed Windermere Country Club to file a Petition to Vacate the 155 acre Tract A/golf course property and to modify the 1986 Developer's Agreement applicable to the Butler Bay, Unit 3 Plat¹.

BACKGROUND

The Butler Bay Cluster Plan, where the Tract A/Golf Course Property is located, received its zoning approval on February 21, 1985. There was no mention of conveyance of development rights from the Golf Course Property in this zoning approval.²

¹ Tab I

² See Minutes of February 21, 1985 Planning and Zoning Commission Meeting (Tab A) and Minutes of February 25, 1985 Board of County Commission Meeting (Tab B).

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July 18, 2016
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Language regarding dedication of the development rights to the Golf Course Property to Orange County first emerged during PSP review on November 18, 1985.³ That condition to convey development rights was included in the "1986 Developer's Agreement".⁴ When the Butler Bay Unit 3 Plat⁵, was approved, a Resolution Vacating and Annuling a portion of the Butler Bay Unit 2 Plat was approved at the same time.⁶ Further, when the Replat of Lots 8, 9, 10 and Tract B was approved on April 2, 1990⁷, a second Resolution Vacating and Annuling Plat was approved by the BOCC on the same day.⁸

GOLF COURSE PROPERTY IS NOT "COMMON OPEN SPACE", "COMMON AREA", OR "COMMON PRIVATE FACILITIES."

The Windermere Country Club golf course is privately held property and maintained by the Golf Course Property owner. It is not common open space. The County's ordinances and a review of the history of the County approvals associated with the Golf Course Property make this very clear.

Section 34-155(a)⁹ defines "open space" and states it may include private parks and recreation areas provided: (i) they have been designated as a tract on the plat, (ii) they are adequate for the intended purpose, (iii) assurance has been given by deed restriction or Covenants, Conditions and Restrictions ("CCRs") that the area will be maintained and (iv) the area must be identified on the plat as 'common areas' for owners of property within the subdivision. In this case, the Golf Course Property is not identified as 'common area' on the plat. There is no plat dedication of Golf Course Property to any other lot or property owners. The CCRs do not include the Golf Course Property nor provide for maintenance of the golf course. In fact, the "Property" as defined in Exhibit A to the CCRs is limited to Lots 1-123, PB 18, Pages 4-9 and notably does not include the Tract A/Golf Course Property. The CCR definition of "Common Area" requires that common area be owned by the "Association". Article XII of the CCRs is titled "Covenants and Restrictions Relating to Golf Course". Section 1 states "All Owners of Lots on the Property acknowledge the existence of a private golf course on lands adjoining the Property. The golf course is for the use and enjoyment of the members of the private golf club". Section 3 creates a 10 foot easement in favor of the golf course across the rear of each lot adjacent to the golf course. The easement prohibits fences, walls or shrub planting. See OR Book 3808, Page 1478 (Tab K). The plat note 12 and 13 on PB 18, Page 4,

³ Attached Tab C

⁴ Development Agreement recorded at OR 3757/1536 (Tab D) and hereinafter "1986 Developer's Agreement."

⁵ PB 18/4 (Tab E)

⁶ See OR 3808/2058 (Tab F).

⁷ Replat of Lots 8, 9, 10 and Tract B, Butler Bay Unit 3, PB 25/116 (Tab G).

⁸ See OR 4173/3662 (Tab H)

⁹ Tab J

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which are applicable to the golf course are between the Golf Course Property owner and the County, the subdivision owners are not parties to those plat note restrictions. Clearly, there is no dedication or identification on the plat that the Tract A/Golf Course Property is common area for the owners of property within the subdivision. Further, the subdivision lot developer and their successors, the individual lot owners, were on notice through the CCRs that the golf course was not common area or common open space for the benefit of the lot owners. Rather, the lot owners acknowledge through the CCRs the existence of a private golf course for the use and enjoyment of the members of the private golf club. There is no documented expectation that the lot owners have any legal or equitable interest in the Tract A/Golf Course Property.

The 1986 Developer's Agreement (Tab D) approved by the Board of County Commissioners on February 26, 1986 incorporated the November 18, 1985 Preliminary Subdivision Plan conditions of approval (Tab C). That 1986 Developer's Agreement recognizes that the conditions shall control all future development of the property "(unless said conditions of approval are amended or modified by Orange County)".

The 1986 Developer's Agreement, Condition 5, provides: "The applicant shall enter into a Developer's Agreement with the County to address ownership and maintenance of all common private facilities." The "Developer's Agreement - Common Private Facilities" was approved by the Board of County Commissioners on July 21, 1986¹⁰. That Development Agreement was executed by "Windermere Lakes, Ltd." who was not the owner of the Golf Course Property. Further, the "Property" subject to that Developer's Agreement is Lots 1-123 of "Butler Bay Unit 3" not the Tract A/ Golf Course Property. The Tract A/Golf Course Property by the terms of that 1986 Developer's Agreement is not "common private facilities."

In regards to open space, the Tract A/Golf Course Property is zoned R-CE-C. Section 38-556¹¹, requires 40% of each lot to be pervious surface. Section 38-557¹², Common Open Space, Subsection (a) refers to Chapter 24 for open space regulations. Section 24-29(e)¹³ provides, that for residential cluster districts, when the density is less than or equal to 1 unit per acre, there is no common open space required. Section 24-26¹⁴, Definitions, states "Common Open Space" shall mean a type of open space designed and intended for the use or enjoyment of occupants of a project. That Section also defines "Residential Private Open Space" to include front, rear and side yards excluding parcel driveways and structures. Both common open space and residential private open space are included as part of the definition of "Open Space."

¹⁰ Tab L. Recorded at OR Book 3808, Page 1466.

¹¹ Tab M.

¹² Tab N.

¹³ Tab O.

¹⁴ Tab P.

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Section 24-27¹⁵, Legislative findings, at Subsection (e) states:

"Consistency in the definition of open space and the provisions for open space are necessary to balance between private property rights and the protection of the public health, safety and welfare."

Section 24-28¹⁶, Applicability, provides, in part, that the open space standards are minimum standards, "however, an applicant may provide a greater percentage of open space but a greater percentage of open space will not be required by the county." Section 24-30¹⁷, Open Space Design Guidelines, subsection (e), Ownership and Maintenance, states common open space areas shall be the responsibility of a property owners' association or a mandatory homeowner's association. In Butler Bay Unit 3, this responsibility is addressed through the July 21, 1986 "Developer's Agreement - Common Private Facilities" (Tab L), which does not include the Tract A/Golf Course Property.

Notwithstanding the foregoing, in 1985 the standard for common open space was 25%. Attached as Tab T is a chart prepared by Poulos and Bennett making clear that the owners' proposed revision to Tract A/Golf Course Property within the Cluster Plan retains total Butler Bay Cluster Plan gross common open space at 25%.

Notwithstanding the foregoing, the 1985 approved Cluster Plan (Tab A) does not define the term "Gross Open Space". As defined by the Orange County Code, "Open Space" includes "Residential Private Open Space" and "Common Open Space". In the 1985 Cluster Plan, reference is made to having 38% "Gross Open Space" within the Butler Bay Cluster Plan. Attached as Tab U is a chart prepared by Poulos and Bennett which establishes that the total Butler Bay Cluster Plan open space (calculated utilizing both common open space and residential open space) after redevelopment of Tract A to 95 lots will be 45.3% of the total area. For just the 155 acres within Tract A after redevelopment to 95 lots the open space will be 60.6%.

CONCLUSION

Under the current Orange County Code there is no common open space requirements for an R-CE-C project when density is less than or equal to 1 unit per acre. The County, by releasing the development rights for 95 units back to the Tract A/Golf Course Property, maintains an overall density within the Butler Bay Cluster Plan of 1 unit per one acre in full compliance with County Code.

¹⁵ Tab Q.

¹⁶ Tab R.

¹⁷ Tab S.

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Page 5

Even if the old standard of 25% common open space was applied to the request for 95 units on the Golf Course Property, the overall common open space within the Butler Bay Cluster Plan will remain at 25% common open space, also fully compliant with the County Code.

In the event that the 38% "gross open space" as listed in the original 1985 Butler Bay Cluster Plan is interpreted to apply to the current cluster plan modification request, the resulting modified Butler Bay Cluster Plan, with 95 units assigned to the Tract A/Golf Course Property, will exceed the 38% gross open space, also fully compliant with the County Code.

This memorandum establishes that the release of the development rights back to the Tract A/Golf Course Property owner through the vacation of the plat as applicable to Tract A/Golf Course Property can be accomplished in compliance with the open space standards.

**PUBLIC WORKS DEPARTMENT
4200 S. JOHN YOUNG PARKWAY
ORLANDO, FL 32839-9206
TELEPHONE: (407)836-7900**

ISSUED TO: _____
FIRM OR _____
INDIVIDUAL _____
ADDRESS _____
CITY/STATE/ZIP _____

AMOUNT	DESCRIPTION (PERMIT #, NAME)
DRC APPEAL \$	
E-PROJECT \$	
FIN. SUB. DIV. \$	
EXC & FILL \$	
INSPECTION \$	
PERMIT TRANSFER FND \$	
PETITION TO VACATE \$	
RECORDING \$	
ROW \$	
SEPTIC TANK \$	
UU \$	
100-YR FLOOD STUDY \$	
FLOOD PLAIN PERMIT \$	

WELLS FARGO BANK 6212
FOWLER GROVES 3391 DANIELS RD WINTER GARDEN, FL 34787
DATE APRIL 6/2016 63-751631
PAY TO THE ORDER OF ORANGE COUNTY BOCC. \$ 752
- SEVEN HUNDRED AND FIFTY TWO DOLLARS

WINDERMERE COUNTRY CLUB LLC
BRYAN E DECUNHA
338 ENGLISH LAKE DR
WINTER GARDEN FL 34787-5234
407-487-2594 P/B

PSP CHG DET	DP CHG DET	DP/NS to PD CHG DET	FINAL PLAT
\$ 2700-4110	\$ 2700-4030	\$ 2700-4030	\$ <u>252</u> 2700-2965
\$ 3100-4110	\$ 3100-4030	\$ 3100-4030	\$ 3100-2965
\$ 1300-4110	\$ 1300-4030	\$ 1300-4030	

ESCROW DEPOSIT \$ _____
SIDEWALK CONTR \$ _____
TOTAL RECEIVED \$ 752.00 CHECK # 16212 CASH \$ _____
RECEIVED BY [Signature] RECEIPT # 79281

Appendix 10.



Appendix 11.

PUBLIC HEARING REPORTS
OCTOBER 18, 2016

**2:00 P.M. WINDERMERE COUNTRY CLUB PLAT VACATION – BRYAN DECUNHA, ON
BEHALF OF WINDERMERE COUNTRY CLUB, LLC – DISTRICT 1**

The petitioner requests that Orange County vacate the development rights to Tract A (Golf Corse), as identified in General Note #12, and access rights from Tract A to McKinnon Road and Lake Butler Boulevard, as identified in General Note #13, dedicated to Orange County per the plat of Butler Bay – Unit Three. The petitioner wishes to vacate in order to allow for future development.

Appendix 12.

Orange County Commission Meeting
COUNTY COMMISSIONERS, BOARD OF

1

ORANGE COUNTY GOVERNMENT

2

BOARD OF COUNTY COMMISSIONERS

3

4

12. Applicant: Bryan DeCunha on behalf of
Windermere Country Club, LLC, Petition to
Vacate the development and access rights of
Tract A (Golf Course) of the Butler Bay -
Unit Three development; District 1

5

6

7

8

DATE: October 18, 2016

9

TIME: 5:15 p.m. - 7:25 p.m.

10

LOCATION: County Commission Chambers
201 South Rosalind Avenue
1st Floor
Orlando, FL 32801

11

12

13

REPORTER: SANDRA A. MOSER, RPR, FPR
AND NOTARY PUBLIC

14

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24

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ORANGELEGAL

Orange Legal
800-275-7991

000443

Orange County Commission Meeting
COUNTY COMMISSIONERS, BOARD OF

2..5

Page 2

Page 4

1 APPEARANCES

2 TERESA JACOBS, Mayor
3 BRYAN NELSON, Vice Mayor
4 S. SCOTT BOYD, Commissioner
5 PETE CLARKE, Commissioner
6 TED EDWARDS, Commissioner
7 VICTORIA P. SIPLIN, Commissioner
8 JENNIFER THOMPSON, Commissioner
9 CHRIS TESTERMAN, Assistant County Administrator
10 JOE KUNKEL, Public Works
11 JOEL PRINSELL, Esquire, Deputy County Attorney
12 ERIC RAASCH, Planner
13 TROUNG NGUYEN, Esquire, Gray Robinson
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1 PROCEEDINGS

2 MAYOR JACOBS: Let's go on to our last
3 public hearing of the afternoon and that's a Plat
4 Vacation, which on its surface sounds so simple,
5 doesn't it? Never had so many people in the
6 audience for a plat vacation. I know this is not
7 funny to anyone in the audience, but I've never
8 seen a plat vacation like this. As soon as it
9 quiets back down we're going to move on to our
10 last public hearing. We thank you very much,
11 everyone, for your patience and indulgence today.
12 Mr. Kunkel, if you could introduce the case
13 before the Board today.
14 MR. KUNKEL: Thank you, Mayor. As you said,
15 this is not your standard Petition to Vacate, so
16 I have a little bit of an extended presentation.
17 This is -- good afternoon, Mayor, Commissioners.
18 This is Item G12 on your agenda. The applicant
19 is Bryan DeCunha on behalf of Windermere Country
20 Club, LLC.
21 I'll provide some project information and
22 history, and then review the applicant's request.
23 Here is a project summary. Windermere Country
24 Club is currently zoned Country Estates Cluster
25 and it was approved for 340 single-family lots,

1 INDEX

2 12. Applicant: Bryan DeCunha on behalf of
3 Windermere Country Club, LLC, Petition to
4 Vacate the development and access rights of
5 Tract A (Golf Course) of the Butler Bay -
6 Unit Three development; District 1
7 Item No. 12 introduced by Mr. Kunkel 5
8 Applicant's presentation by Mr. Nguyen 10
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1 of which 327 have been platted. There is a
2 155-acre golf course, which is also identified as
3 Tract A; and generally, the applicant is
4 requesting to vacate the development rights to
5 Tract A and any access rights from Tract A.
6 The reason we are here is that the applicant
7 has submitted a rezoning request in August of
8 2015 and the Planning and Zoning Commission has
9 continued the applicant's request until the
10 development and access rights issues are
11 considered by the Board of County Commissioners.
12 The project history goes back to
13 February 1985 when the original cluster plan was
14 approved. This is an aerial of west Orange
15 County and the graphic shows the -- identifies
16 the areas of where the original cluster plan was
17 identified; and it consisted of 502 gross acres
18 and there was 340 single-family units identified
19 with 38 percent open space including the golf
20 course.
21 To date, what has been built, staying with
22 the original cluster plan, is 327 family units on
23 472.8 developable acres. And there is 31 percent
24 open space including the golf course.
25 The Butler Bay PSP was approved again in

1 November 1985. This shows the area of the Butler
2 Bay PSP. It is 317 acres, 185 single-family
3 units, minimum half-acre lots.

4 Along with, and part of, the PSP approval
5 was condition No. 12; and that condition No. 12
6 required dedication of development rights for the
7 conservation areas and for the golf course which,
8 of course, is also Tract A.

9 After the PSP, the plat was recorded in
10 July 1986, approved by the BCC on July 21, 1986,
11 and there was a couple of general notes on the
12 plat. General note No. 12 addressed the
13 development rights to the conservation area and
14 Tract A to be dedicated, and general note 13
15 addressed the access rights from lot 101 and
16 Tract A. Those are both dedicated to Orange
17 County.

18 Closing out the historical portion of the
19 original development, there was also a special
20 exception approved for the golf course in
21 February of 1989.

22 Moving forward in time, the new cluster plan
23 I mentioned before was submitted August 21, 2015.
24 And that request included all of Tract A, 155
25 acres, and it was proposing 95 lots with

1 And if the Board should approve the
2 requested action, a couple of items have been
3 identified by various staff members from the
4 Environmental Protection Division. They would
5 look at any additional wetland or conservation
6 impacts if a future development were to occur, as
7 well as access to the conservation easements.
8 Those would have to be maintained or identified.
9 Of course, if there was to be future development,
10 then Development Engineering would look at the
11 access points. But again, that's only if the
12 Board does approve it and they go forward with
13 development.

14 Planning Division, of course, was
15 identifying that there's no entitlements for
16 development rights granted by the vacation of the
17 plat notes, and that Tract A is still required to
18 go through the rezoning process.

19 Considerations identified staff include that
20 the previous conditions of approval require the
21 development and access dedication as part of the
22 original development approval.

23 As approved by the BCC, not only on the land
24 use, but also on the PSP and the plat; and that
25 removal of development and access dedications

1 14.3 percent open space within Tract A.

2 One last bit of information is that the golf
3 course was closed by the owner in April 2016,
4 which brings us to today's request. And today's
5 request is the petition to vacate the development
6 rights to Tract A and the access rights from
7 Tract A to McKinnon Road and Lake Butler
8 Boulevard, dedicated to Orange County per the
9 plat of Butler Bay Unit Three as recorded in plat
10 book 18, page 4.

11 Impacts of the requested action are that the
12 action vacates the development rights and access
13 rights to Tract A golf course only; that the
14 development rights for the conservation area
15 remain in place; the access rights for lot 101
16 remain dedicated to Orange County; and all other
17 easements that were identified on the plat,
18 drainage utility, et cetera, they all remain in
19 place, as well.

20 Note that Florida statutes requires that the
21 applicant show that they own the fee simple title
22 to the whole part of the tract in question and
23 that the vacation will not affect ownership or
24 right of access of persons owning other parts of
25 the subdivision.

1 would allow development beyond the original
2 approval.

3 Also, under old and new cluster zoning, the
4 intention is to provide enhanced living
5 environment through a permanent open space. And
6 also under the old and new code it is allowable
7 for the county -- excuse me -- to accept
8 development rights; and in this case, the County
9 did.

10 Since the original dedication of the
11 development rights intended to provide permanent
12 open space as contemplated in the old and new
13 cluster zoning, the staff recommendation is for
14 denial of the petition to vacate the development
15 rights to Tract A and the access rights from
16 Tract A to McKinnon Road and Lake Butler
17 Boulevard. That concludes my presentation.

18 MAYOR JACOBS: Thank you, Mr. Kunkel.

19 MR. KUNKEL: I and staff are here to answer
20 any questions.

21 MAYOR JACOBS: Any questions at this time?
22 Okay. All right. Thank you. We'll hear first
23 from the applicant. Welcome, sir.

24 MR. NGUYEN: Thank you. Good afternoon,
25 Mayor and Commissioners. We appreciate the

1 opportunity to be heard, and also, I am Truong
2 Nguyen with the Gray Robinson law firm, 301 East
3 Robinson, Orlando, as counsel for the applicant.
4 MAYOR JACOBS: What was your name, sir?
5 MR. NGUYEN: Truong Nguyen, spelled
6 T-R-U-O-N-G. Last name is Nguyen, spelled
7 N-G-U-Y-E-N. I've only had to spell it a million
8 times throughout my career.
9 MAYOR JACOBS: Got it.
10 MR. NGUYEN: I asked my dad to change it to
11 Peter. He didn't think it was -- but now I think
12 I was on the right track.
13 The issue before us is a very narrow issue.
14 I know that there are a lot of folks here who
15 want to talk about the merits of our rezoning
16 application. And that primarily belongs in the
17 rezoning process.
18 The only reason we are here is because P&Z
19 has required that we vacate these plat notes in
20 order to continue with our rezoning application.
21 So the only issue that we have to determine
22 is whether or not our application to vacate the
23 plat notes are appropriate and allowed under
24 Florida § 177.101 subsection 3.
25 I have a very -- I don't have a PowerPoint

1 required us to do that through Planning and
2 Zoning.
3 Our original submission is based upon a
4 comprehensive package to address Planning and
5 Zoning development and of course the development
6 rights.
7 And if you have any questions, I'll be glad
8 to answer them.
9 MAYOR JACOBS: Any questions? No? I think
10 we're good. Thank you. Thank you, sir.
11 MR. NGUYEN: I would like to reserve some
12 time to speak after all this because I've spoken.
13 Thank you.
14 MAYOR JACOBS: You have 12 minutes and 19
15 seconds. Got it, Peter. I'm with you. I'm
16 working on the other, but I got to send your dad
17 a letter. No, I'm just kidding. Thank you.
18 We'll hear, now, from the opposition -- oh,
19 no, I shouldn't say that because I shouldn't
20 assume everybody, but I kind of feel like with
21 all these orange things I think I know where this
22 is going. Members of the public.
23 MR. RAASCH: Mayor, we have 32 speaker
24 cards, many of which have additional time over
25 the three minutes. Just my back-of-the-envelope

1 because our presentation is very, very simple.
2 Mr. Kunkel has kind of laid out the path and we
3 don't dispute why we are here. It is pursuant to
4 the Planning and Zoning's requirement -- thank
5 you -- that we vacate the plat notes 12 and 13 in
6 order to proceed forward with our application.
7 177.101(3) only requires two conditions that we
8 meet in order to have those plat notes vacated.
9 Number one: Applicant owns the entire tract,
10 which we do own, we satisfied. And we show that
11 on our application.
12 Number two is the vacation does not affect
13 ownership or right of convenient access of others
14 in the subdivision. I fail to understand how
15 vacation of the plat note for development rights
16 affect surrounding homeowners' ownership or their
17 access rights.
18 This is the plat notes. This is just the
19 plat notes that refer to the development rights.
20 And that is the only issue that's determined. It
21 is a technical process. It's not based on the
22 merits of our rezoning application. That is to
23 be decided at -- in the rezoning process, as it
24 should be. The only reason we are here, once
25 again, I'll reemphasize, is the County has

1 math, we're looking at 2 hours and 21 minutes of
2 public testimony here today. So we'll go ahead
3 and get started.
4 MAYOR JACOBS: I do regret that I just said
5 that. Honestly, I think I'm still in the mode of
6 the last two where we just had a clear appeal --
7 an appellant and applicant. So go ahead. We
8 have two hours and something minutes. Make
9 yourselves comfortable.
10 MR. RAASCH: First speaker is going to be
11 Mayor Gary Bruhn, followed by Kurt Ardaman, who
12 has ten minutes.
13 MR. BRUHN: Good evening. Gary Bruhn, 108
14 4th Street, Windermere, Florida. Thank you,
15 Mayor. Thank you, Commissioners. First of all,
16 I think I need to preface this for our viewers,
17 audience members, and the hundreds of people that
18 sent me the emails, that Windermere Country Club
19 is not in Windermere. And as a result, Orange
20 County has the authority and the jurisdiction
21 there. But I will say that the adjoining
22 properties are in the town of Windermere, which
23 also means that the road that leads to the front
24 entrance of Windermere Country Club is under the
25 jurisdiction of the town of Windermere; and that

1 means the repair and maintenance falls upon us.
2 As a result of that, next week I actually am
3 hoping that our Councils move forward with a plan
4 of design and engineering of almost a one
5 million-dollar project to the road that is in
6 front of Windermere Elementary School, and going
7 right to our town limits, which would be repaving
8 and the addition of another lane in front of
9 Windermere Elementary.

10 If you're not familiar with this area,
11 Windermere Elementary School backs up every
12 drop-off and pick-up time during the day; and if
13 the weather is bad, it's much worse. What we're
14 proposing is to expand the extra lane and
15 increase the roundabout size, which would, at
16 this point in time, clear up our roundabout
17 because what happens is it becomes congested,
18 individuals cannot get through the roundabout,
19 that means if we need to get emergency vehicles
20 to the school or into town, there's no way to get
21 them in. We hope this will improve that.

22 With that being said, the town of Windermere
23 cannot support any kind of initiative that would
24 increase any traffic or congestion to this area
25 that's already congested. Thank you.

1 MR. ARDAMAN: A total of 15?
2 MAYOR JACOBS: A total of 15.
3 MR. ARDAMAN: Okay. Yes. Correct.
4 MAYOR JACOBS: Pardon me? Yeah. Oh, no.
5 You will have to -- we'll have to have people
6 stand up to identify those cards to keep
7 everybody honest here. And normally, we limit
8 that to ten minutes, but under the circumstance
9 with the number of people we have here, if we can
10 keep this -- it is within the mayor's discretion,
11 so I will do that if we have people here
12 identifying themselves.

13 MR. RAASCH: Mayor, we did have extra cards
14 submitted for Kurt that weren't included in the
15 overall 32. So those are sitting here. So we do
16 have those.

17 MAYOR JACOBS: And the ones that he's using?

18 MR. RAASCH: Correct. We have Ronald Grubb.

19 MAYOR JACOBS: Mr. Grubb. Thank you, sir.

20 MR. RAASCH: Christine Grubb. John Ryan.
21 Uma Cassi.

22 MAYOR JACOBS: All right. Take that one out
23 for the moment. Go ahead.

24 MR. RAASCH: Bridgette Hicks.

25 MAYOR JACOBS: Thank you, Bridgette.

1 MAYOR JACOBS: Thank you. Thank you so
2 much, Mayor.

3 MR. ARDAMAN: Mayor, Commissioners. My name
4 is Kurt Ardaman with the Fishback Dominick firm,
5 1947 Lee Road, Winter Park, Florida 32789.

6 Before I kick off, if I could, I had --
7 quite a number of speakers have given me their
8 time. I think I can help expedite, shorten that
9 2-hour 19-minute if you could give me an extra
10 five minutes that would take away five additional
11 speakers that would be three -- 15 minutes. So
12 if you can give me 15, I think also a lot of the
13 folks here would make some of the points that I
14 would make if I had a little extra time.

15 The speaker card I turned in, I think has at
16 least the first seven; and then there was
17 additional five speakers that were attached or
18 assigned to staff. So with your permission, I'd
19 like to have it, if I could. I think it'll help
20 speed things up a little bit.

21 MAYOR JACOBS: Okay. So you're going to
22 have -- you would have a total of 15 minutes.
23 Three minutes is yours; the other 12 minutes
24 means that instead of 36 minutes, we're down to
25 12 minutes?

1 MR. RAASCH: Debbie Gehan.

2 MAYOR JACOBS: Thank you, Debbie.

3 MR. RAASCH: And that's five.

4 MAYOR JACOBS: Where are the other seven?

5 MR. RAASCH: Do you want me to read the
6 other ten?

7 MAYOR JACOBS: There should be seven because
8 he has three. It's going to take us longer to
9 figure this out than we're going to save.
10 Where's that automated system?

11 MR. RAASCH: I've got Tom Mullens. I've got
12 Karen Mullens. I've got Nancy Branley. Walter
13 Monroe. Loreen Monroe. And C. Gary Moody.

14 MAYOR JACOBS: All right. It looks like you
15 may be short about three of your speakers. Are
16 there are three more people who would like to
17 volunteer?

18 MR. ARDAMAN: Yes, I've got --

19 MAYOR JACOBS: I see one, two, three. Oh,
20 my gosh. We'll take them. Deal.

21 MR. ARDAMAN: Mayor, I get 20 minutes. Do I
22 hear 20?

23 MAYOR JACOBS: The first three to walk up
24 and introduce themselves, we'll take your name
25 out of the pile; and we appreciate -- I am quite

1 convinced, with this many people here, there will
2 be a lot of redundancy. And I'm just going to
3 give you a little piece of personal advice. Most
4 of you know I spent about four years of my life
5 doing nothing but volunteering to help homeowners
6 be effective when they walk in these chambers.
7 The best piece of advice I can give you is be
8 brief. If somebody's already said it, don't say
9 it over and over again. Believe it or not, we're
10 mostly -- mostly listening and we usually get
11 it -- maybe the third time, but not -- we don't
12 need 30, so save yourself some time.

13 And then thirdly, respect amongst each other
14 is extremely important. So if you disagree with
15 somebody, you can give me a thumbs down, but no
16 oral outcries. And, again, if you're in support
17 of something, no cheering, no clapping. Thumbs
18 up, hands up, any of that will help us know how
19 much you're supporting this. And direct your
20 comments directly at us and not each other.

21 And I think that's pretty much it. Those
22 are our ground rules. And we welcome you and
23 thank you for being here. Mr. Ardaman, go ahead.

24 MR. ARDAMAN: Thank you, Mayor. Thank you,
25 Commissioners. It's a privilege to represent the

1 vacation under the county code and the Florida
2 statutes cannot be met by this applicant's
3 application.

4 Number three, the private and public
5 easement rights over Tract A are actually held,
6 in part, not only by the individual owners of the
7 plat that purchased lots in here, but also the
8 HOA with no ARB approval.

9 Finally, there is no authority, we don't
10 believe, to transfer or vacate these development
11 rights in this case. And what I'm going to show
12 you, I think hopefully will convince you of that.
13 And then I'll give you a quick summary at the
14 end.

15 Chronology. Briefly, staff touched on it.
16 1985. Many, many years ago Tract A was part of
17 the 502-acre tract. It was rezoned back then to
18 RCE cluster. And that's very important because
19 that cluster designation, both now today and back
20 when this was adopted, had very comparable, in
21 fact, some identical provisions that apply here.

22 But as part of that rezoning to RCEC, it
23 actually incorporates the cluster plan as part of
24 the rezoning -- part of the zoning. And it
25 requires, clearly, you'll see, this 38 percent of

1 Windermere Club Homeowners' Association. This is
2 an issue, as you noted, Mayor, which would
3 typically not get a lot of attention, except this
4 is a peculiar petition to vacate and abandon the
5 notes on the plat which key to the development
6 rights and the access rights that were granted by
7 the original developer to the County Commission
8 as an, effectively, trustee for these homeowners
9 and the public.

10 I'd briefly like to address what Peter said
11 earlier; and that was with respect to 177.101(3).
12 That's really Truong. There are additional
13 requirements beyond the statutory requirements in
14 your code that are required to be met in order
15 for a petition to vacate to be granted and I will
16 touch on those. Here we go.

17 There's four primary reasons why we would
18 request the Commission deny the petition to
19 vacate. Tract A, which is the golf course --
20 it's shown, it's referenced as Tract A -- it's
21 permanent open space under the county code.
22 That's what your staff has said. I'm going to
23 lay that out clearly so there's no question about
24 it.

25 Number two, the requirements for the plat

1 the entire 502 acres be in open space. That's
2 190 acres of that 502.

3 February 1986, soon after the zoning, the
4 developer -- the then developer and the county
5 entered into a development agreement that
6 required Tract A development rights -- the
7 development rights to be dedicated to Orange
8 County. So that's a development agreement that
9 happened soon after the zoning that said you got
10 to put 190 acres in open space.

11 Then on July 21st, 1986, the developer --
12 the then developer -- platted, and the county
13 accepted and approved the Butler Bay Unit Three
14 plat, which dedicated the development rights and
15 access rights over Tract A to Orange County.

16 This -- the outline in green is Tract A on
17 the plat. This actually -- this picture in front
18 of you shows in green Tract A; and the black also
19 is the additional part of Unit Three.

20 The first basis for denial I mentioned
21 petition to vacate, Tract A is permanent open
22 space under the county code. This is your old
23 code. This is what existed back when this
24 development came through the process. So jump
25 back -- what is it? -- 30 something years. These

1 provisions are critical.
2 These provisions actually exist under
3 today's code identically. The purpose and intent
4 to -- this was rezoned under the cluster district
5 zoning in effect then. It still applies today.
6 To enhance the living environment through the
7 creation of permanent open space. Not temporary.
8 Not just, okay, a little. Permanent open space.
9 Number seven of this particular provision to
10 encourage, when a developer came in back then, as
11 he does today, and he or she wants to do a
12 cluster development plan, they can -- you can do
13 it. They can do it. But it's to encourage the
14 dedication of public lands which serve and
15 benefit the community.
16 Part of the process -- the location of the
17 common open space and the percent gross land area
18 is required to be shown. That was, in this case,
19 as you have seen and will see.
20 Same code section back then. These also --
21 provisions like this exist in the current code
22 section 38.557 today as well. Back then, all
23 common open space areas shall be shown on the
24 cluster development plan.
25 Number two: A method shall be provided for

1 Development shall be in accordance with the
2 cluster plan. That's a big picture, which you
3 have in your packet that's says -- it's dated
4 February 8, 1985, the zoning resolution. If you
5 go on down, right below that you see it says
6 "Received February 8, 1985." That's what's
7 referenced in your condition eight.
8 On the right-hand -- lower right-hand side
9 it says "Open space, 38 percent of gross area."
10 That's part of your zoning that applies --
11 applied then and applies today.
12 All right. Then, developer's agreement. We
13 talked about that. In that developer's agreement
14 in 1986, condition 12 required dedication of the
15 development rights over Tract A to the county.
16 Section six confirms those conditions of
17 approval. Assure compatibility of development on
18 the property with surrounding development and
19 surrounding environment. You're going to hear
20 from some of the surrounding neighbors, as well.
21 Then it was platted. And that's the thing
22 that most people key to. And that's what's
23 before you today is the petition to vacate. Note
24 12, development rights -- this is the quote --
25 development rights to the conservation

1 assuring common open space in perpetuity by
2 transferring ownership to a trustee or by some
3 other method acceptable to this Board.
4 You did not dedicate it to a trustee back
5 then that said "trustee." The county commission
6 back then used these code sections, said convey
7 those development rights to the county,
8 effectively making the county the trustee.
9 Three: The owner shall offer -- which the
10 developer did back then -- to dedicate the
11 development rights for all common open space to
12 Orange County. He did it. The county accepted
13 it. Another provision of this critical code, if
14 the county refuses that dedication -- which you
15 could have done back then -- an alternative must
16 still guarantee the common open space areas shall
17 maintain the natural character of the area.
18 Here's the zoning that was done back in
19 1985. Ed Spommer Butler Bay cluster plan was
20 there. You see in that first, Ed Williams, the
21 Planning Director gave a staff report. I had to
22 hire for this case. Ed, where are you? This is
23 why we are here is because of Ed.
24 Number eight: The -- this is important.
25 This is one of the conditions to the zoning.

1 easement -- because there's a conservation
2 easement on here -- and Tract A, which includes
3 the conservation easement dedicated to Orange
4 County, Florida. Plat note 13, the access rights
5 from 101 and Tract A are dedicated to Orange
6 County.
7 The developer will, in his rebuttal, I'm
8 sure, make a distinction saying that there's a
9 difference between open space, common open space,
10 and common area under your code. Well, they have
11 slightly different definitions. In fact, there's
12 no definition that we've found for common area.
13 But open space and common open space are defined.
14 Under both those definitions, Tract A and
15 what the county commission required back then,
16 this falls. All open space dedicated as part of
17 the cluster district is permanent, regardless of
18 whether it constitutes common open space or
19 common area.
20 Here's part of your code, both then and now.
21 The county code provides that one of the
22 primary purposes of cluster zoning -- that's
23 what this is -- is to enhance the living
24 environment through the creation of permanent
25 open space. Private ownership of Tract A is

1 irrelevant to the status as open space.
2 The developer likely, on its reguttal, will
3 make the make a point. Tract A is owned by
4 somebody different than developed all those lots.
5 So you can't hold us hostage to all those -- all
6 these homeowners here that are objecting to the
7 petition to vacate because a different developer
8 of Tract A than developed the lots.
9 The point is it was all approved by one
10 developer or multiple -- if you look at the plat,
11 on the plat there's multiple developers that
12 signed off on it. It, on the plat, was a single
13 plat. It wasn't two separate plats. That plat
14 and the dedications that occurred on that plat
15 are looked at -- every time a lot is bought and
16 sold by a deed that refers to that plat they see
17 Tract A and the dedication of the development
18 rights and the dedication of the access rights to
19 the county.
20 So every time over the last 35-something
21 years that people have bought and sold property,
22 they key to the plat. They don't go back and try
23 to figure out what developer owned what back
24 when.
25 And so, also under the old code it expressly

1 Next, the subdivision streets, as I've
2 mentioned, have been completed. The code
3 precludes vacation of the dedicated -- of
4 those -- of the access rights.
5 Under the statute -- Mr. Nguyen actually
6 talked about this section, as well, of the code.
7 Your staff talked about it. Here we go. The
8 vacation will not affect the ownership or right
9 of convenient access of persons owning other
10 parts of the subdivision. Subdivision includes
11 the entire plat; not some part of it. It's all
12 of it. That's every one of these lot owners in
13 the subdivision -- 150 lots.
14 We actually commissioned an appraisal by
15 Dreggors and Associates. He's a certified
16 general real estate appraiser. He concludes --
17 and this is important because this is one of the
18 reasons how this vacation affects the ownership
19 rights of all the homeowners here. He concludes
20 that if the Commission were to vacate these
21 rights and allow this gentleman to go forward
22 with a development of Tract A with 95 homes, it
23 will adversely affect the value of the homes
24 within Windermere Club subdivision. In his
25 opinion, our appraiser's opinion, this reduction

1 contemplated the use of a private golf course as
2 open space. Because they're going to say it's no
3 longer a golf course. We closed it. So it's not
4 longer -- since it's no longer a golf course, got
5 to get rid of it. Doesn't matter. That was just
6 something that open space could have been, and
7 was, under the old code -- under the old code.
8 It's not only a golf course; it was Tract A. All
9 right. Tract A is a permanent open space.
10 Second basis for denial -- I'm going to have
11 to pick it up and this is going to get shorter --
12 the plat vacation requirements under the county
13 code and statutes cannot be met. This is your
14 code. Mr. Truong did not talk about this.
15 30-83(e) says you can vacate a plat. You've got
16 authority under your code to do that -- or parts
17 of a plat. But if you do that, it can be only
18 under the circumstances if there's no reversion
19 can occur where the subdivision street and
20 drainage improvements have been completed.
21 Reversion means vacate a plat. Here, the
22 streets -- the subdivision streets and the
23 drainage have been built. There's no question
24 about it. So once that's done, it's locked in
25 stone.

1 could be as much as 20 percent. He actually
2 compared -- it's 10 -- 5 to 20 percent.
3 If it was 20 -- and that's -- he used -- he
4 actually included all the property appraiser's
5 value. If you use that 20 percent, loss of over
6 \$18 million to these homeowners.
7 So under that provision, not only would it
8 reduce the homeowners' value, it would also
9 reduce -- interfere with their easement rights.
10 And I'll talk about that momentarily.
11 So the law is clear the county may not grant
12 the petition to vacate except upon a showing of
13 the statutory and county code requirements. The
14 county code requirements cannot be met. The
15 statute requirements cannot be met.
16 The third basis for denial: Existing
17 private and public easements over Tract A.
18 Here's Tract A. The yellow parts right there
19 that you see on your slide, those are drainage
20 easements -- it's hard to read that --
21 conservation easements and mitigation areas.
22 Also, if you look down at the very bottom of the
23 slide, that's where it abuts. That's where this
24 Tract A abuts Lake Butler Boulevard. The HOA has
25 an express easement over that with respect to a

1 wall, a sign area, sidewalk. That's an HOA
2 easement.

3 Here's a blow-up of what's on the various
4 plats. It's a 50-foot landscaped wall sign area.
5 I don't know how you put this proposed road that
6 he's proposing right here through the HOA's wall
7 easement if you were to happen to give him back
8 his -- give him development rights or access
9 rights.

10 Private rights and public easements. I
11 don't want to get into law too much at all with
12 respect to this. However, when a plat occurs and
13 there are common areas that are dedicated or
14 development rights that are dedicated, what
15 happens and is shown on that plat gives each of
16 the homeowners and the association private
17 easement rights, even if it says it's dedicated
18 to the -- dedicated to the public.

19 When folks buy a piece of property,
20 especially a home shown on a plat, they look at
21 that plat and that's what creates -- that
22 platting and their purchase and sale, that's what
23 creates those what are typically referred to as
24 negative easements.

25 So Windermere Club homeowners have private

1 this case, the county, potentially -- to sell or
2 appropriate such lands for the use and benefit of
3 private interest, which is clearly what
4 Mr. DeCunha and his lawyer and engineers are
5 proposing.

6 In that case, the Court held that a
7 municipality had no authority to transfer
8 riparian rights to public dedicated -- publicly
9 dedicated property since not specifically
10 authorized under the statute. Similarly here,
11 there's no authority under the statute or the
12 county's charter codes to transfer those
13 development rights. We won't talk about that.

14 Reliance. These homeowners relied -- when
15 they purchased on that plat, they relied on the
16 community layout. It's not just a golf course
17 even though on the plat it says golf course. It
18 is open space. And you have to go through what I
19 just went through for you to understand that
20 history. You actually implemented that
21 dedication of open space by requiring the
22 developer to do all those things.

23 The bottom line, it would be unfair and
24 unreasonable to grant a petition to vacate in
25 this case. This plat vacation, if you chose to

1 easement rights in all public dedications on Unit
2 Three plat as a result of having purchased lots.
3 There. The original declaration governs the
4 Tract A.

5 The developer's going to say, "Oh, the
6 original declaration is gone. It's been replaced
7 with a restated declaration."

8 If you look carefully -- and this is really
9 not for -- this is a private kind of matter. But
10 if you look carefully, the HOA and its
11 architectural review board still have rights to
12 approve development on Tract A. It's not been
13 given.

14 Key point under that. We just talked about
15 them. I don't want to have to rehash those. The
16 fourth basis for denial petition to vacate.
17 There's no authority to transfer or vacate the
18 development rights. This is somewhat interesting
19 here.

20 I hate to talk about some cases, but it's
21 pretty important. It's well settled that where
22 lands have been dedicated to a municipality or
23 county, the municipality holds the title in trust
24 for the public and has no power unless
25 specifically authorized by the legislature -- in

1 do so, would violate the public trust and set a
2 dangerous precedent. It would support an
3 interpretation of your code --

4 MAYOR JACOBS: Okay. I've got to cut you
5 off.

6 MR. ARDAMAN: -- allowing future developers
7 to [inaudible] a windfall. Thank you.

8 MAYOR JACOBS: Kurt, don't make me use the
9 gavel. Thank you.

10 MR. ARDAMAN: That was pretty good, though,
11 Mayor.

12 MAYOR JACOBS: It was pretty good. I
13 thought you were actually going to make it on
14 time, but you didn't.

15 MR. ARDAMAN: We're going to submit these
16 documents into the record. My paralegal is going
17 to hand them out.

18 MAYOR JACOBS: All right. Good job, guys.
19 Thanks for listening. Thank you.

20 MR. WILLIAMS: I believe some time has been
21 donated. I have five or seven minutes. I will
22 not speak as fast nor as long as Mr. Ardaman.

23 MAYOR JACOBS: Did you imagine back then
24 that you were actually going to get paid to be
25 here to explain yourself?

1 MR. WILLIAMS: I'm glad to have the
2 opportunity.

3 MR. BOYD: Mayor.

4 MAYOR JACOBS: Yes. I'm sorry.
5 Commissioner Boyd.

6 MR. BOYD: I do want to make one quick
7 comment. I notice there is a spelling on
8 McKinnon that is wrong; and I'm going to have to
9 blame you. It's my great-great-grandfather was
10 what that name of this road -- that road was
11 named after. So, you have an E in there instead
12 of an I.

13 MR. WILLIAMS: I did not prepare those
14 plans. The applicant did.

15 MAYOR JACOBS: Well, you've been waiting a
16 while to have that conversation in a public
17 forum. Oh, good. Here. Just give us a second
18 to read this. Yeah, somebody's transcribing --
19 or what do you call it? I'm sorry. Court
20 reporters are there. For the record, this is
21 about two and a half inches' worth of paper.
22 Thank you.

23 AUDIENCE PARTICIPANT: I feel like --

24 MAYOR JACOBS: Are you guys -- by the way,
25 are you all okay? Do you need a break? Thank

1 an important consideration in '81.

2 And along in '84, '85, the applicant or the
3 owner of this development was not able to sell a
4 lot of their lots. There were a lot of 1-acre
5 lot subdivisions in southwest Orange County. A
6 lot of people didn't want to own that much land
7 and be responsible for it in cleaning up and
8 taking care of it.

9 So the developer figured, "I need to get
10 half-acre lots." And there was a mechanism --
11 the cluster zoning district. And he came and met
12 with staff and approached us about doing a
13 cluster on the project. He proposed a golf
14 course, which was an amenity that he could make
15 money off of, as well as provide the owners of
16 homes that wanted to live on golf courses that
17 opportunity.

18 He was now able to sell lots quicker. He
19 was able to charge a premium for the golf course
20 lots, as well as the lakefront, and he was able
21 to build half-acre lots and less than one-acre
22 lots on the lakes, which was unheard of because
23 of the Butler Chain requirement of one-acre lots
24 in that area.

25 The developer got substantial benefits by

1 you.

2 MR. WILLIAMS: I feel like I've been knifed
3 in the back by the person who hired me. I am Ed
4 Williams, Williams Development Services, 920
5 South Delaney Avenue, Orlando.

6 From 1978 till 1992, I was employed by
7 Orange County planning; the last eight years as
8 the planning director. I would comment that
9 staff has come to the right decision and, as the
10 applicant said, it's very simple. If you vacate
11 these plat notes, you will be doing away with a
12 substantial portion of the permanent open space
13 that was required.

14 But I have to go back in history further
15 than staff and Kurt did to explain why that is
16 important. This project was originally approved
17 as an RCE 1-acre lot subdivision on all of these
18 properties in 1981.

19 You'll remember the difference in RCE back
20 then was that retention ponds were not required
21 in the subdivision. Retention was provided by
22 roadside swales. We hadn't been sophisticated
23 enough to have our own wetland protection
24 ordinance at that time, so lots were allowed to
25 be platted into conservation areas and that was

1 doing that. We didn't ask him to come to the
2 county and do it. He approached us. He had a
3 problem. He found a very good way to solve it
4 that got him tremendous benefits. He was paid in
5 full.

6 He was paid in full, and yet he had one
7 requirement: Donate the development rights so
8 those permanent areas that we relied on to give
9 him all those benefits would be protected. Now a
10 different owner of the golf course has come along
11 and said, "I want to double dip. I want to be
12 repaid for what the original guy was paid for."

13 And it's going to cost these homeowners to
14 do that. So I would argue strenuously that we
15 should not consider doing that and vacating those
16 notes on the plat.

17 This isn't the first time that development
18 of open space in this project have been proposed.
19 Some of you may recall that the rec area on Park
20 Avenue was proposed to be developed into lots.
21 That was denied. It is now owned by the city of
22 Windermere; and the Manors, which was part of
23 this project did annex into the town of
24 Windermere.

25 You as a board have faced this issue of golf

1 courses closing several times over the last few
2 years on a number of courses. Often, the problem
3 in those cases is the residents didn't have any
4 protections in their plan developments or in the
5 developments that had the golf course.

6 In this case, you have the protections in
7 place. You have the dedication of development
8 rights that those other courses didn't have.
9 You're being asked to give those up. That
10 doesn't make a lot of sense to me to do that in
11 the one case where you have legitimate
12 protections in place.

13 Over the last year, I had the opportunity to
14 speak with just about all the homeowners. And in
15 their comments tonight, you're going to hear
16 certain recurring themes. They relied very
17 heavily on the golf course and open space
18 component when they made their purchase. They
19 paid a premium to be on that golf course open
20 space.

21 When they did their due diligence, they
22 relied on the conditions of approval, the
23 developer's agreement, and the plat, all of which
24 required that be dedicated and the development
25 rights be dedicated so that it would be

1 petition to vacate. I'll be happy to answer any
2 questions.

3 MAYOR JACOBS: Thank you. Any questions?

4 MR. WILLIAMS: Thank you very much.

5 MAYOR JACOBS: Great job. Thank you. Okay.
6 Next up.

7 MR. RAASCH: All right. The next three
8 speakers are going to be Cathy Novokowsky, René
9 Herring and Larry Herring. Each of you have
10 three minutes. Name and address, please, for the
11 record.

12 MAYOR JACOBS: Welcome.

13 MS. NOVOKOWSKY: Hi. Thank you. Cathy
14 Novokowsky, 12917 Water Point Boulevard. I'm
15 actually speaking for a neighbor who -- her
16 daughter is having her first grandchild right
17 now, so I'm just reading hers.

18 We've been Central Florida residents since
19 1980. We experienced several areas of town --
20 east, west, even Kissimmee -- and ultimately
21 chose to build our life in West Orange County
22 because of proximity to our employer, Walt Disney
23 World, and the rural nature.

24 In 1998 we had worked hard for 18 years to
25 save enough for a home in Windermere, the crown

1 permanent. They're relying on you to maintain
2 those protections.

3 They also understood that when the course
4 closed or is abandoned that the open space is
5 going to be ugly for a year, two years. Could be
6 even longer. But they also know that with time
7 the environment will heal and it will turn back
8 into a natural open space area.

9 They aren't under any false dreams that it
10 would be a mowed lawn for the rest of their life.
11 They know it is going to be difficult for the
12 next year to two years. But the environment will
13 heal and it will become a natural open space area
14 that has value and has amenity that they paid for
15 when they purchased.

16 It's also interesting that in the Gotha --
17 project you're still requiring those donations of
18 development rights on permanent open space.
19 There's a certain lot that you have recently
20 placed that condition on. So it's one that we
21 should not consider giving up or giving up
22 lightly.

23 The original developer got a great deal of
24 value from going to the cluster. Please don't
25 undo that. And we recommend that you deny the

1 jewel of the county, in Waterford Point directly
2 across the street from Windermere Club. We chose
3 it because of the quality of life for raising
4 children that low-density development provides:
5 Quiet, lower traffic, less crime, outdoor
6 fitness, and overall beauty.

7 Even then, there seemed to be a race to pave
8 over and develop the rest of Orange County beyond
9 all recognition. We paid extra to escape
10 unbridled development. We voted out officials
11 who supported that. At that time, one of the
12 selling points and amenities in Waterford Point
13 was access to a special tier membership in the
14 Windermere Country Club. There was even a gate
15 to the golf course just for our neighborhood.
16 That was a resale feature that we no longer have,
17 which directly impacts resale value. It was
18 taken away with new ownership.

19 We don't even like golf, but we love golf
20 courses because of the atmosphere and positive
21 economic impact on property and resale value
22 inherent in communities with a golf course. As a
23 Disney executive family, we have extensive
24 privileges at the amazing Disney courses. So if
25 golf were our ultimate goal, we wouldn't need to

1 pay extra to live here. And yet we do. It's
2 that nice and that important to us.
3 We have witnessed a sharp and obvious
4 intentional decline in appearance, maintenance,
5 outreach to prospective members, treatment of
6 current members, and viability to the entire
7 Windermere Club, including the clubhouse where
8 our nephew was married once upon a time, also no
9 longer an option to local residents.
10 The current distress, uncertainty, and
11 decline in property values of Windermere Club
12 homes is sloshing over to adjacent neighborhoods
13 like our own. No one wants to live by a derelict
14 weed farm mired in litigation.
15 And Andy asks some questions about your
16 legacy in regards to as public servants to not
17 reinforce the ethical, dishonest, and, some even
18 say, evil practices of developers who destroy the
19 investments of unsuspecting homeowners for their
20 own gain; and hope that you won't let this carry
21 on for a long period of time and that we're
22 counting on you to protect us and ask -- she
23 asks, "What is your vision for our once
24 beautiful, pastoral county? Isn't Horizon West
25 progress enough? And will this small gain in tax

1 to 5 minutes. This is without the 230 cars.
2 The distance to the post office, I clocked
3 this today because I have to go by the school,
4 which Mayor Bruhn talked about. It's four miles.
5 It took me 15 minutes. Five miles an hour
6 through town.
7 I noticed there were road counters down by
8 the Windermere School a couple of weeks ago. I
9 would like for you to put counters in front of
10 the Windermere Club, Lake Buynak, and also at the
11 intersection of 535 and Lake Butler to adequately
12 assess the number of cars in our area.
13 We're at gridlock in Windermere right now at
14 particular times. When the developer has said,
15 "Sorry, there will be no additional traffic
16 within the existing lot subdivision roads." Yes,
17 within the subdivision there's not a problem.
18 But for the rest of us there is.
19 So I just have to, in listening to all the
20 problems that were presented to you today, all of
21 them kind of boil down to two simple statements.
22 Is it quality of life or is it quantity of
23 profit? Thank you.
24 MAYOR JACOBS: Thank you. Welcome, sir.
25 MR. HERRING: Mayor, Commissioners. My name

1 base of this proposal be worth your reputation
2 and hit to the area?" Thank you.
3 MAYOR JACOBS: Thank you.
4 MS. HERRING: Hi. My name is René Herring.
5 I reside at 3714 Lake Buynak, which is right in
6 behind the golf course. Last night I was not
7 able to sleep, so I decided to get up and do some
8 statistical evaluation of the traffic situation.
9 So I want to give this to you.
10 I'm just going to go through this. I handed
11 this out to several people here. I went into the
12 census demographics for Windermere from 2010. It
13 says 43 of the percent of the houses in
14 Windermere have three cars per household. So we
15 have 95 homes proposed here by .43 -- 43 percent.
16 That's 41 homes. Forty-one homes times three is
17 122 cars. The rest of the 54 homes, I'm going to
18 say, have two cars per house. That will be 108
19 cars. So we have a total of 230 more cars in
20 this immediate area.
21 There's no additional roads to accommodate
22 these numbers. I go to work every day in
23 Windermere. From 8:00 a.m. to 8:45, the average
24 wait time at Lake Buynak and Lake Butler
25 Boulevard is 10 to 15 minutes. It used to be 2

1 is Larry Herring. I live at 3714 Lake Buynak
2 Road. I moved there in 1979, so I've been there
3 for 37 years. I've seen this Country Club be
4 planned and put into motion and built.
5 First of all, I'll say that people need to
6 rely upon what they bought. And those people in
7 the country club, they need to be able to rely
8 upon what the agreement was.
9 Traffic -- my wife talked about the traffic.
10 And I drive from Winter Park back to Windermere
11 every evening after working in Winter Park. And
12 if I happen to come back kind of mid-day or
13 something, traffic on 535 going south to Lake
14 Butler Boulevard is just backed up unbelievably.
15 I guess I don't need to tell you what the
16 traffic is like going into Windermere on Conroy
17 Windermere Road at rush hour. It's backed up
18 nearly from where Apopka Vineland Road is, all
19 the way into Main Street in Windermere. And so,
20 you know, several hundred more cars on that
21 route, it's going to be a big disaster.
22 I think this added congestion creates a
23 public safety issue. I think that it's possible
24 the roads need to be widened, as we heard about
25 here. Traffic reports are needed. Studies need

1 to be done.

2 This is a residential community. Changes
3 proposed would cause increased crime, probably
4 dumping and trash on the roads and things like
5 that. Greater demand on the schools, too. And
6 the schools are maxed out.

7 The property values will probably decrease
8 because somebody will say, "Well, I'd rather buy
9 a new home in this new subdivision than a house
10 that's 20 years old or something."

11 The county needs to protect the interests of
12 the property owners; and that's what I'm doing
13 here today to urge that. So, thank you for your
14 time and great efforts.

15 MAYOR JACOBS: Thank you, sir.

16 MR. RAASCH: Next speaker is going to be
17 Chris Yarn, three minutes; followed by Alberto
18 Lugo-Janer and Jim McAvoy.

19 MR. YARN: How's it going? It's Chris Yarn,
20 306 Prairie Dune Way, Orlando, Florida. I'm not
21 over in the Windermere area; however, some of us
22 here from Eastwood Golf Course, Eastwood
23 community are here today to support our friends
24 over in Windermere.

25 I just wanted to point out three quick

1 and I was talking to somebody about it -- I don't
2 quite understand the process of my house is worth
3 \$250,000. I can't say, "Well, I want to build a
4 third and fourth story on it, but I need approval
5 from the county first to do so. So now it's
6 worth \$750,000." I've seen newspaper articles
7 referring to courses that are now worth three,
8 four, five million dollars of land they can't
9 even develop because it's designated open space.
10 I don't quite understand that.

11 The last thing I wanted to bring up and ask
12 you guys about to think about is land use
13 abandonment ordinances. I know you guys had it
14 on your agenda as commissioners at some point. I
15 think it was about three or four months ago you
16 discussed it. Has the county given any further
17 look at making these rules more stringent when
18 somebody just up and decides to abandon a golf
19 course so you don't have an entire community of
20 people now with decreased home values? Has there
21 been any adjustment to -- or plans to make an
22 adjustment to future land use abandonment
23 ordinances in this county? That's it.

24 MAYOR JACOBS: Thank you.

25 MR. YARN: Can you respond to the question?

1 things to the county. The first one is, that I
2 haven't heard yet, I don't understand this, as a
3 tax-paying resident with two homes in Orange
4 County. This is plain and simple. In most of
5 these cases that we've seen here in Orange
6 County, Seminole County, all over the state of
7 Florida, these are out-of-state business owners
8 that are, in our case, partially owned by
9 development companies. This is a bailout, plain
10 and simple. Okay? These are businesses that
11 have run their golf courses into the ground.
12 Jennifer Thompson said it best, I think, in the
13 Orlando Sentinel: Why would we reward somebody
14 for running a business into the ground?

15 From everybody that I've talked to in the
16 lobby, this is extremely similar to what has
17 happened. You can go online. You can read
18 reviews on this course from 2010 and just see the
19 decline in reputation of the golf course. Go on
20 and look it up.

21 It's pretty clear this gentleman has had no
22 intention of running a profitable golf course.
23 His intention is to purchase the course, run it
24 into the ground, then try and develop it.

25 The second thing, I'd just like to ask --

1 MAYOR JACOBS: Actually, I would, except
2 that that's not how we conduct these hearings.
3 And only from the standpoint of if I respond to
4 you we will get into a question and answer; and
5 this is really testimony. So I do have an answer
6 for you, but I don't want to open up Pandora's
7 box here to a debate or -- thank you -- or we'll
8 be here all night. And I think I got some thumbs
9 up, so we don't want to be here all night. Thank
10 you, guys.

11 MR. MCAVOY: Mayor, Commissioners. I'm Jim
12 McAvoy. I live at 2937 Butler Bay Drive North in
13 Windermere.

14 We bought our house just about four years
15 ago. And we're not golfers, but we were
16 attracted to the community because of the golf
17 course. We were interested in the social aspects
18 of the golf course; and once we bought our home,
19 we expected someone would contact us about
20 joining the club. Nothing ever happened. We
21 made two trips to the club asking for materials
22 and finally obtained a few sheets of paper with a
23 rate card, and were never contacted again.

24 So no one followed up with us. No one
25 reached out. No one tried to close the sale. So

1 ours is just one example -- and I think you're
2 going to hear others -- of how the club owner
3 simply did not run the club professionally or
4 market it aggressively. He either was not an
5 effective businessman or he had other motives.

6 I believe, and others here, I believe agree,
7 that if Mr. DeCunha's plan was, all along, to let
8 the club decline and to have -- force it into the
9 situation it is today and to development for
10 homes.

11 So there is a key question I think you need
12 to ask yourself. Mr. DeCunha's lawyer tries to
13 make the case that this is only a procedural
14 decision that you're facing. But I think it's
15 actually something more. It has to do with
16 someone who is taking advantage of his ownership
17 of the property, letting it go into decline,
18 damaging all of our homeowners' values, our --
19 the values of our homes -- and then coming to you
20 and asking you to bail him out. And I don't
21 think that's something that you should do. Thank
22 you.

23 MR. RAASCH: Next speaker I have Leigh Ann
24 Dyal. Leigh Ann Dyal. And I have two cards from
25 you, so we're just going to use one. And you

1 of 2015.

2 Since that time, I have lived up to what the
3 residents requested. In addition, I have gotten
4 all the surrounding neighborhoods involved:
5 Waterford Point, Lake Buynak, Windermere Grand,
6 and Estates of Windermere. I have made flyers,
7 signs, T-shirts, and put together an excellent
8 team with social media to make people aware of
9 the situation. Communication is the key.

10 Since then, I have received countless phone
11 calls and emails from residents and non-residents
12 adamantly opposed to the development of Tract A
13 for houses and are in shock that the permanent
14 open space was at risk.

15 Our HOA board has had meetings with Bryan
16 DeCunha and his lawyers and engineers where Bryan
17 DeCunha relentlessly demands development of
18 houses and refuses to consider any potential
19 further golf course operations -- golf course
20 operations or selling to a true golf course
21 operator and refuses to give the homeowners
22 association any price to sell Tract A.

23 When I purchased my property in 1989, I
24 relied on the Tract A platted open space that was
25 set up by Orange County in 1985. That space, as

1 have five minutes. I'm showing you have a Johnny
2 Dyal and we also have a Mary Burke. Are they
3 present?

4 MR. NELSON: Where is Mary Burke?

5 MR. RAASCH: Right there. Five minutes.
6 Name and address for the record. Thank you.

7 MS. DYAL: My name is Leigh Ann Dyal. I
8 live at 12742 Butler Bay Court. I'm speaking to
9 you today as a long-term homeowner and a
10 president of the Windermere Country Club
11 Homeowners Association. I have lived in
12 Windermere for 50 years and the Windermere
13 Country Club for 20 of those.

14 I do remember when Kirkman Road was a dirt
15 road and there was a blinker light at the corner
16 of Apopka Vineland and Conroy Windermere Road.
17 Boy, have things changed.

18 Two years ago, I went door-to-door with a
19 petition to the homeowners against the
20 development. I received 133 out of 147 homes
21 against development.

22 There were six homes in foreclosure and two
23 homes didn't care if they were developed or
24 not -- if there was development or not. I gave
25 those petitions to Commissioner Boyd in January

1 we all know, was permanent open space.

2 On a personal note, I lost my children in
3 2005. My community, the Windermere Club, became
4 my family. They were all by my side and still
5 are today. This is why I decided to stay in my
6 home. Within two weeks after their death, my
7 neighbors from the Windermere Country Club raised
8 enough money to dedicate the soccer fields at
9 the Roper YMCA in Elyse and Ian's names. There
10 are life-size statutes there in front of the
11 fields. You're more than welcome to visit.

12 We have all grown up together and want to
13 grow old together in our homes, not houses, with
14 permanent open space. Thank you so much for
15 listening.

16 MR. RAASCH: Next speaker will be Ademola
17 Adewale, followed by Tim Flaherty, followed by
18 Mike Miln, three minutes each. Not present?
19 Okay. We'll move on to Fred Hernandez.

20 MR. HERNANDEZ: Good evening, Mayor and
21 Commissioners. Appreciate the opportunity to
22 talk to you about my experience at Windermere
23 Club. About seven or eight years ago --

24 MR. RAASCH: Name and address for the
25 record.

1 MR HERNANDEZ: Oh, excuse me. Fred
2 Hernandez, 3177 Butler Bay Drive, Orange County,
3 Windermere, Florida, the happiest place on earth.
4 So, about seven or eight years ago, I was
5 transferred down here by my company. My wife and
6 I started a search. We went first to the
7 Kingsford area, also to Oxford Moor. We looked
8 at purchasing a home that my wife loved at Oxford
9 Moor. I'm a conservative guy. We did some due
10 diligence. I go over to Orange County Assessor's
11 office and, lo and behold, they're planning a
12 school. There's a potential to plan a school.
13 So my wife and I argue, no we're not moving
14 there. So we luckily enough found a place in
15 Windermere Club. Now, the reason I'm telling you
16 this is because I was never expecting not to have
17 the green space that the golf course provided.
18 Now, like many of us, we're -- I'm a golfer.
19 I used to come here and visit members when I
20 lived out in Boston. Those members perceived
21 Windermere Club, and I saw Windermere Country
22 Club to be the top end of the golfing community.
23 When I moved here I was expecting the same
24 thing. It's not. It was not. And it continued
25 to decline; and you can see what it is today.

1 Today I mow the front lawn of the Windermere
2 Country Club because the current owner does not.
3 And I don't like to see it, so I drive my lawn
4 mower 500 yards to mow that space because they
5 don't maintain it.
6 They do a little bit inside the golf course,
7 but they don't do anything in the surrounding
8 area that actually impacts us.
9 With this development, I don't know if
10 you've noticed, but right now it takes
11 considerable amount of time with all the
12 development going on to get onto 429 to get onto
13 the 535. It's unbelievable. The roads are
14 already stressed. The police -- the amazing
15 police and fire people from the Windermere police
16 and Orange County are stressed. There's no
17 budget for them. I hear it all the time. And
18 now we are asking them to do more. Another 95
19 homes.
20 We also have Toll Brothers down the street.
21 I bet you that within three miles of our club,
22 Windermere Club, within three miles there are at
23 least another hundred or two hundred more homes
24 going up, let alone apartment buildings. The
25 stress to the environment is unbelievable.

1 Now, the current owner talks about providing
2 about a million dollars' worth of something for
3 us to go along with it. I just got that letter.
4 It doesn't talk about the stress it's going to
5 put on our septic tanks, on our lakes, and on our
6 water. We -- most of us have well water, you
7 know. That is going to be impacted significantly
8 by the building of those homes.
9 Those new homes, apparently, he says, are
10 going to have city water and city sewer. This,
11 the existing development, it's not. And that's
12 going to be a great impact.

13 I think I'm done here. I've got a whole
14 thing to talk to you about, but I thank you for
15 your time.

16 MAYOR JACOBS: Thank you, sir.

17 MR. RAASCH: Next speaker is going to be
18 Chet Moody, four minutes. I'm showing time ceded
19 from Deena Strauss. Are you here? Deena
20 Strauss? No? Three minutes. Oh, four minutes.

21 MR. MOODY: Good evening, Mayor,
22 Commissioners. My name is Chet Moody. I live at
23 2322 Butler Bay Drive North with my wife and my
24 two young children. We moved in three years ago.
25 And we moved from an area of east Orange County

1 on Lake Shannon that had a beautiful open view.
2 And so, what we were looking for when we
3 purchased in Windermere Club, and what we found,
4 was beautiful open space behind our home.
5 My home sits on Butler Bay Drive North and
6 overlooks what was the 18th tee box and the
7 driving range of the golf course. We have a
8 beautiful open view there now.

9 When we purchased, we relied on the
10 dedication of the permanent open space that was
11 contained within the plat and within the county
12 code. What we do not want is five to ten years
13 of construction behind our house. My children
14 are now four and six years old. That means that
15 if we have ten years of construction back there,
16 they will be living their formative years and
17 being raised their formative years with a
18 construction site in their backyard. That's not
19 what I paid \$800,000 for, okay?

20 The negative impact that it will have on our
21 home values -- I think Kurt announced -- was
22 \$18 million collectively. That's -- that's
23 unacceptable to us. The value of the our homes
24 and when compared with the value of the -- that
25 this owner will get if you grant him the

1 development rights is -- is mind boggling. He
2 stands to make \$20 million to sell this as a
3 development versus as a golf course, which he can
4 sell for 4- to \$6 million. You're essentially
5 writing him a blank check for \$20 million if you
6 hand him over the development rights.
7 I want to follow up briefly on my personal
8 experience with respect to the decline in the
9 club. We moved in three years ago. I'm a
10 golfer. I wanted to join the club. My wife and
11 I were up there for lunch and we saw a board
12 displaying the membership options. A weekender
13 membership was displayed and it was for a lesser
14 price than the full golf membership, which is
15 perfect for me because I've got a full-time job
16 and my own business and I've got to do that.
17 So I went and I joined as a weekender
18 member; and the very next day I went in and, on
19 that board that had the weekender membership,
20 that was taped over. And I didn't know if that
21 was a coincidence or what, but I went downstairs
22 and I said, "Do -- I'm confused. I joined as a
23 weekender member yesterday. It's not an option
24 anymore?" And they said, "No, you're good." And
25 I was probably one of the last, if not the last,

1 person to join as a member of Windermere Club as
2 a golfing member. And in retrospect, it is -- it
3 is completely evident that he was trying to do
4 anything within his power to eliminate the
5 options that people were interest in.
6 People these days are interested in limited
7 memberships. And that was -- it was evident that
8 I was probably one of the last people to join;
9 and the option that I chose was gone the next
10 day. I don't know if that's a coincidence, but
11 it's my take that he never had any intention on
12 continuing and benefiting the membership of
13 Windermere County Club.
14 So we ask that you deny this petition to
15 vacate the permanent open space plat notes that
16 we relied on when we bought our home. Thank you.
17 MAYOR JACOBS: Thank you, sir.
18 MR. RAASCH: Next speaker is Louise
19 Hawthorne. She's requested ten minutes.
20 MAYOR JACOBS: Okay. Let me mention at this
21 point that we have had a number of people testify
22 to the -- the nature of the operation of the golf
23 course and whether it was intentional or not,
24 that it is no longer viable. So I think that
25 issue has been thoroughly covered. I would urge

1 you, if that's something you're planning on
2 covering, I think it's been addressed. You have
3 ten minutes is what I understand.
4 MS. HAWTHORNE: Yes, but due to the
5 eloquence of the prior speakers, I will no longer
6 need that much time.
7 MAYOR JACOBS: That's wonderful to hear.
8 This would be the time when that reminder that
9 doesn't necessarily benefit. So thank you.
10 AUDIENCE PARTICIPANT: I agree. My name is
11 Louise Hawthorne. Good evening. I live at 12515
12 Lake Buynak Court, Windermere, Florida.
13 And we've lived in our home on this
14 particular parcel of land for 30 years. I don't
15 play golf. We didn't choose this location to be
16 our home because -- we didn't choose it because
17 of the golf course. We chose it because of the
18 open space. And this is where we raised our five
19 children. It's where our nine grandchildren come
20 to celebrate family events. We look out at
21 beautiful land, majestic trees, and a pond that's
22 a haven for an amazing assortment of birds.
23 I could stand here all day and tell you how
24 uniquely beautiful this land is, but you may not
25 believe me. And you don't have to take my word

1 for it because it's already been decided. It's
2 already been designated by the Florida state
3 legislature and the Department of Environmental
4 Protection. They have taken actions to say it
5 for me, starting out with -- and I don't know how
6 this will fit on here. We'll see. That's good.
7 Okay.
8 This parcel of land is clearly located
9 within the Windermere Water and Navigation
10 Control District. This yellow area that you see
11 is the Windermere Water and Navigation Control
12 District. The upper corner here is the golf
13 course parcel that we're talking about today.
14 The Water and Navigation Control District is a
15 29-square-mile area that was created in 1963 by
16 the Florida legislature for the protection of the
17 lakes associated with the Butler Chain of Lakes
18 watershed.
19 The legislation states that the control
20 district was established for the public welfare
21 and preservation of the natural beauty and
22 attractiveness of this area.
23 In addition to this parcel of land being
24 located within the Windermere Water and
25 Navigation Control District, it also runs

1 adjacent to an outstanding Florida waterway.
2 That's a big deal. There are only 41 designated
3 outstanding Florida waterways in the entire State
4 of Florida.
5 The majority of these have already been set
6 aside as national or state parks, bird
7 sanctuaries, and wildlife preserves. The
8 Department of Environment Protection designated
9 the Butler Chain of Lakes as an outstanding
10 Florida waterway and worthy of special protection
11 because of its natural attributes.
12 There's a system of five lakes on the parcel
13 of land that we're discussing this evening.
14 These lakes are not part of the outstanding
15 Florida waterway, but they transmit runoff. It
16 goes directly to Lake Butler through Lake
17 Crescent. The conversion of green space into
18 driveways and roads increases the amount of oils
19 and other toxins that will run off into Lake
20 Butler.
21 So if you look at the picture again -- I
22 should have a pointer. You're going to have to
23 take my finger instead. Sorry. But here's the
24 golf course property. Here's Lake Crescent.
25 There's a canal that goes directly into Lake

1 It's clearly within the Water and Navigation
2 Control District. It's on -- adjacent to an
3 outstanding Florida waterway. And it would
4 severely damage the property values and quality
5 of life for those of us that live there. Thank
6 you.
7 MAYOR JACOBS: Thank you. Okay. How many
8 more people do we have here in the audience that
9 have time allocated to them that feel compelled
10 to speak? Okay. Let me ask those of you who --
11 because I know some people are here because they
12 probably felt like they had an obligation to
13 speak and some of you are here because you feel
14 like you will miss out if you don't speak.
15 So those of you who really feel like you
16 want to speak, come on up; and if you'll stand
17 over here so we can take you one after the next.
18 Those of you who do this reluctantly and you
19 can't stand public speaking, I share that
20 sentiment, and you get the opportunity to skip
21 out on this if you want.
22 And again, if anything hasn't been said,
23 this would be the opportunity to say it. We are
24 going to make sure -- they're going to give their
25 names and we're going to -- poor Eric over here

1 Butler. This entire chain of lakes is what is
2 the outstanding Florida waterway.
3 The system of lakes that was created on this
4 property as part of the original master
5 stormwater plan has developed over the last 30
6 years into what I can only describe as a bird
7 sanctuary. It's no surprise that this happened.
8 As previously mentioned, this is land that's
9 already been designated as having special
10 attributes.
11 Since a picture is worth a thousand words, I
12 brought you some pictures of some of these birds.
13 And these were taken by my neighbor Pete Rumms --
14 he's in the audience -- on our open space. I'll
15 just go through these quickly.
16 This is our land. This is what we look at.
17 And I know Mr. DeCunha's attorney said that this
18 development would have no impact on the
19 surrounding neighborhoods. I think it will.
20 Last one. Okay.
21 I was going to talk about the RCE cluster
22 and the developer doesn't have rights. I'll skip
23 over all that and just say that there's land all
24 over Orange County where it makes sense to grant
25 approval for development, but not this land.

1 is going to have to -- we got two things, Eric.
2 Okay, that line just got a lot bigger than a
3 handful of votes, just for the record. I saw
4 there were eight hands went up and we have now 20
5 people.
6 So, two things. You're going to give your
7 name. If you're up there and you've already been
8 scratched off because somebody -- you gave your
9 times, the trap door will open and we will -- you
10 will never be seen again. No. So we're counting
11 on you to be honest, but if Eric finds out that
12 you're breaking the rules here, he will stop you
13 mid-sentence. So -- oh, gosh, I thought he was
14 really walking away. Oh, my gosh. I was like,
15 wow! First one up and he's out.
16 And in the interest of everybody's time, let
17 me also suggest that anybody else who has
18 handouts for us, if you can perhaps try to bring
19 them up, maybe, as the last person is wrapping up
20 or something, just to move this along a little
21 quicker.
22 The clerk needs one of these. Do you have
23 an extra one? We'll pass one down. We'll make
24 sure we get one of these to the clerk, unless you
25 have another copy.

1 MR. MCCHESENEY: I have another. I'll leave
2 this with you.

3 MAYOR JACOBS: You'll leave yours. Perfect,
4 sir. Name and address for the record?

5 MR. MCCHESENEY: Robert Mcchesney, 12549
6 Butler Bay Court in Windermere Club on hole
7 number 12. Mayor Jacobs, Commissioners, thank
8 you for listening to us this afternoon and this
9 evening.

10 One thing that we haven't discussed today,
11 and we've talked about it from the very beginning
12 is what is the next step? What if the petition
13 is denied? What happens to the golf course?
14 What is the viability of the golf course?

15 So what we did is we asked that question
16 amongst ourselves and then we petitioned an
17 independent golf company to come in and assess
18 the value of the golf course. It's -- even in
19 its distressed state, is there an attractiveness
20 to buyers? And if the owner does decide to sell,
21 at what price? And what is the fair market
22 value, which we do not know.

23 So the HOA chartered a professional golf
24 management company in Jacksonville, Florida,
25 called Hampton Golf. They presently own 20

1 operation and management provides Hampton Golf
2 the necessary knowledge, skill, and resources to
3 be able to deliver to the Windermere Club HOA
4 Association our independent opinion of Windermere
5 Country club. In fact, I worked as a consultant
6 during the opening of Windermere Country Club, so
7 I am intimately familiar with the history of the
8 club."

9 How they went about this, well, over the
10 period of several months they sent in teams from
11 their different facilities, including PGA
12 professionals --

13 MAYOR JACOBS: Sir, if I can interrupt you
14 for a minute because I'm not sure that this is
15 particularly germane to the decision before this
16 board. While it might -- it's very important to
17 you all what becomes of this property, in terms
18 of our decision about whether or not we're going
19 to vacate this plat has less to do with the golf
20 course issues and it has much more to do -- in my
21 opinion has much more to do with the expectation
22 of open space that this board based its original
23 approvals on.

24 So, you know, again, if I lived in the
25 community I would be very interested in

1 courses in several states, including one here
2 just in Osceola County over on I-4 called
3 Falcon's Fire, which you may be familiar.

4 This course has all types of courses. They
5 have municipal golf courses, they have private
6 clubs, they have semi-private clubs. So they
7 have -- and they also work on both sides of the
8 street or they do sell clubs for organizations
9 that want to sell clubs and they also purchase
10 them.

11 Of note, the president of this club is a man
12 named M.G. Orender, who may be familiar with some
13 of you. Mr. Orender was the PGA chapter
14 president in Central Florida and actually was at
15 the opening as a consultant of Windermere Club in
16 '86. Mr. Orender went on to become the president
17 of the PGA of America, so he's steeped with a lot
18 of experience in dealing with golf problems in
19 America.

20 I'd like to read his first opening letter in
21 the study that we've given you. "Hampton Golf
22 for their professional opinion as to whether this
23 golf facility can become profitable and succeed
24 in the current marketplace. That is their
25 charter. Our extensive experience in golf course

1 alternative uses and the golf course; and I --
2 even though I don't live in the community, I've
3 got all kind of ideas for thing that, you know,
4 might fit well there if a golf course doesn't.
5 But again, it's not germane to, I don't think,
6 for the decision we need to make, okay?

7 MR. MCCHESENEY: Okay, mayor. Thank you.

8 MAYOR JACOBS: Okay. Thank you. But you
9 got your point across. I see a lot of thumbs up
10 out in the audience, so...

11 MR. WRIGHT: Good evening, Madam Mayor and
12 Commissioners. My name is Mel Wright. I live at
13 2061 Roberts Point Drive in Windermere 34786. I
14 live in the Waterford Point neighborhood. Our
15 entrance is right across the street from the golf
16 course; and I just want to emphasize that the
17 Waterford Point development, which was developed
18 in 1991 -- I've been in Windermere since '89.
19 I've been in Central Florida since '85. I've
20 been a full member at Windermere Country Club
21 from 1991 until it closed.

22 And the entire time, it described and
23 established the nature of not just Windermere
24 Club, God bless it, but the entire community.
25 Almost the whole zip code. It establishes the

1 nature. That open space was not for one
2 subdivision. It wasn't for one or two
3 subdivisions. It was the entire zip code. It
4 establishes a beautiful sanctuary that drew
5 people to rely on its continued permanent nature
6 in buying and investing in their property like I
7 did way back in 2001, and like all of these good
8 people that have spoken to you did. And to
9 change the entire nature and character of this
10 community to profit one person would just be
11 wrong.

12 And it wouldn't just be \$18 million. It
13 would be far more than that because the effect on
14 property values of all the surrounding
15 communities, including Waterford Point and all
16 the rest would be far more than the \$18 million.

17 And it's just dead wrong. Thank you.

18 MAYOR JACOBS: Thank you, sir. Welcome,
19 sir.

20 MR. POUNDS: Mayor and Commissioners. My
21 name is Greg Pounds. I live at 2309 Butler Bay
22 Drive North with my wife Donna. We've been there
23 for 20 years.

24 With all due respect, Mayor, Commissioners,
25 no offense intended with my next statement. But

1 that can go before the P&Z. I'm a resident. I'm
2 a taxpaying resident. I'm a responsible
3 homeowner.

4 When I bought my property, there was a
5 drainage easement on my property that I accepted.
6 I knew what it was. I understood how the
7 drainage -- I looked at how did the drainage work
8 on that golf course, how did it affect me and my
9 family living there. I accepted that and I am
10 responsible for that.

11 Every owner that has bought Windermere
12 Country Club since its inception knew what they
13 were buying, knew that the development rights
14 didn't come with the property, and they accepted
15 those and moved on.

16 I did my due diligence and I think this
17 property owner should have, too. To that end,
18 I'm going to ask you to please accept your
19 responsibility as the stewards of our community,
20 the stewards that we elected, the people that we
21 put our faith in. It was a joke that it wasn't
22 on my bucket list to stand here; and it's not on
23 my bucket list to come back and try that joke
24 again, either, okay?

25 So I'm asking you to please just look at the

1 the truth must be known. It was not on my bucket
2 list to stand here in front of you today. Well,
3 some got it.

4 MAYOR JACOBS: Oh, I'm sorry. That was a
5 joke.

6 MR. POUNDS: That was a joke. That's why --

7 MAYOR JACOBS: Okay. I felt better.

8 MR. POUNDS: I got your attention. Let me
9 put it that way.

10 MAYOR JACOBS: Well, we are not doing this
11 on purpose. People have a due process right to
12 ask questions and at the end of the say --

13 MR. POUNDS: Sorry. I tried to lighten the
14 moment a little bit here we are and --

15 MAYOR JACOBS: Oh, gosh.

16 MR. POUNDS -- apparent it went over like a
17 lead balloon.

18 MAYOR JACOBS: If you try it again, I'll do
19 better.

20 MR. POUNDS: Well, it's probably not going
21 to -- well, it could happen again
22 unintentionally. The reason -- listen, we can
23 get into -- it is a simple question about
24 petition to vacate; and I don't want to get into
25 tit for that and this or that. There are issues

1 facts. People know what they're getting into.
2 They need to be responsible for their actions, as
3 you guys as our elected commissioners and mayor
4 are responsible for the taxpayers. Every day,
5 month in and month out, when I'm not here -- when
6 I haven't been here in 20 years.

7 So, granted, you do a great job. We
8 appreciate what you do. You don't get the kudos.
9 It's tough. You can't make everybody happy. I
10 get it. But you know what? Denying the petition
11 to vacate is the right thing to do here and the
12 responsible thing to do. Thank you.

13 MAYOR JACOBS: Thank you, sir. It was the
14 warm-up to the joke. That was where it went back
15 down for me. I don't know. Welcome, Scott.

16 MR. GLASS: Good evening, Madam Mayor. My
17 name is Scott Glass, 2417 Ridgewind Way; and this
18 is on my bucket list.

19 MAYOR JACOBS: Okay.

20 MR. GLASS: It's always a pleasure to be
21 here and address the Commission. I live in
22 Estates of Windermere across McKinnon Road,
23 misspelled as it may be. I look out on what used
24 to be the number 9 tee. I also, as you all know
25 me, you know I tend to do my homework. I did my

1 due diligence. I checked the plat. I told
2 Kathie before we moved across from a golf course
3 I wanted to know what was going to happen.
4 I was very pleased to see that those
5 development rights had been dedicated to the
6 county and were being held in a fiduciary
7 capacity by the county. Obviously, I'm a little
8 bit concerned about what's going on with the new
9 owner and what they're trying to do.

10 Mr. Nguyen, if I understood his opening
11 statement and his primary argument, was that you
12 only have one issue before you, whether it
13 satisfies the two conditions in 177.101(3). He
14 didn't give you the entire statute. So while I
15 was standing back there against the wall trying
16 to keep my Galaxy from exploding in my pocket, I
17 went ahead and looked up 177.101(3) just so I'd
18 have the current language. And what it says is
19 the governing bodies of the counties of the State
20 may -- may adopt a resolution vacating plats in
21 whole or in part of subdivisions in said
22 counties, returning the property covered by such
23 plats either in whole or in part into acreage.

24 They're not asking you to return land that's
25 platted into acreage. They're asking you to

1 MAYOR JACOBS: Oh, Dan is nervous.

2 MR. RAASCH: I do not see a card.

3 MR. KNUTH: My I card was originally
4 assigned to Louise Hawthorne, but I think that
5 was modified after she already had seven, so...

6 MAYOR JACOBS: Oh, well, I appreciate the
7 fact that you're at least being fairly honest
8 here. He is actually afraid of that trap door.

9 MR. KNUTH: I'm kind of straddling the lump
10 in the floor here.

11 MAYOR JACOBS: I've always wanted see how it
12 works, so...

13 MR. RAASCH: It's in here.

14 MAYOR JACOBS: You got it?

15 MR. KNUTH: Okay. For the record, my name
16 is Dan Knuth and I live at 12753 Butler Bay
17 Court, Windermere, Florida 34786. We built our
18 home in 1990 and it's located on the 11th fairway
19 of Windermere Country Club.

20 I'd like to share a brief story of how
21 Windermere Club was marketed to the builders and
22 prospective buyers. In 1988, our company, Knuth
23 Construction, was part of the group of builders
24 originally chosen by West Oak Development who
25 owned, at the time, both the golf course and the

1 return development rights, which you can't return
2 to this property owner because he never had them.

3 Those were given up to the county for good
4 consideration, as Mr. Ardaman explained in great
5 detail earlier. And the statute goes on and says
6 that, in part, as Mr. Nguyen indicated, before
7 such resolution of vacating any plat, either in
8 whole or in part, shall be entered by the
9 governing body of a county, it must be shown that
10 the persons making application for said vacation
11 own the fee simple title to the whole or that
12 part of the tract covered by the plat sought to
13 be vacated.

14 They don't. They own the dirt. They own
15 the fee simple. They do not own this particular
16 stick in that bundle of property rights. If you
17 vacate that plat note, you're giving them a
18 property right that they don't own. So I would
19 respectfully submit you're not required to do
20 what Mr. Nguyen said; and, in fact, you can't
21 under that statute. Thank you very much.

22 MAYOR JACOBS: Thank you.

23 MR. KNUTH: Good evening, Mayor and
24 Commissioners. My name is Dan Knuth. Are we
25 okay, Eric?

1 residential lots.

2 We were chosen to construct the first homes
3 in Windermere Club. Before the builder team was
4 finalized, West Oak held meetings with the
5 builders about the project. I remember at one of
6 those meetings there was a concern raised that
7 the smaller lot size could put our community at a
8 competitive disadvantage to communities with
9 larger lots.

10 Jim Russell with West Oak told the builders
11 to answer buyers' concerns by telling them that
12 even though the lots were half acre in size,
13 their other half acre was in the land behind
14 their lot. Jim further explained that to obtain
15 approval for that half-acre lot sizes, the other
16 half acre of land was set aside to maintain the
17 one-acre density, and the county held the
18 development rights to those properties.

19 That representation by West Oak was key in
20 our decision to invest and build a Windermere
21 Club. And because we used that same
22 representation in the meetings with all the
23 prospective homeowners that we built for, many of
24 the other people that live there now relied on
25 that same representation.

1 Because of that, I don't think you can in
2 good faith give those development rights back to
3 the owner of the golf course. And I hope you
4 will deny his petition. Thank you.

5 MAYOR JACOBS: Thank you, sir. You're
6 checking for the --

7 MS. MILLER: For the door. And I'm just
8 making sure there's not a noose.

9 MAYOR JACOBS: Welcome. Doesn't feel like
10 very welcoming, does it? My.

11 MS. MILLER: Name is Galen Miller. I live
12 at 2411 Butler Bay Drive North. And I have been
13 a resident of the Windermere Club for 25 years.
14 I have two points to make. One is that the
15 Windermere Club was more than just a golf course
16 and a social club for the neighborhood. The
17 course was used by high school students for
18 practice rounds and for interclub competitions.
19 We had interclub competitions with other golf
20 courses that were done with couples, that were
21 done with kids, that were done with families.
22 There were weddings. There were graduation
23 parties. There were family gatherings and
24 reunions.

25 And not the least of which were also the

1 literally has to be condemned. This was willful
2 destruction of the value of his property. You
3 don't owe him anything.

4 Now, the lawyers from Gray Robinson would
5 say, "Today we're here just for these two little
6 things that we want you to pay attention to."
7 They're asking you to eat this elephant one bite
8 at a time; and this is the bite that they want
9 you to take. They tried to do an end-around by
10 going to the PCC before coming to you; and they
11 were told they had no standing.

12 And so they were sent out and regrouped and
13 submitted to you a plan for developing 95 homes;
14 and that plan is filled with errors and
15 miscalculations and deceptions.

16 MAYOR JACOBS: Your time is up.

17 MS. MILLER: Thank you for your time. I
18 know you'll do the right thing.

19 MAYOR JACOBS: Thank you.

20 MR. TOTTLE: Good evening. My name is David
21 Tottle, 2411 Butler Bay Drive North, Windermere,
22 Florida 34786.

23 I wanted to bring one thing up. Tract A is
24 mentioned three times on the plat. The two that
25 we've talked about, 12 and 13, it's also note

1 charitable golf tournaments that were run. One
2 of the most notable one was Home for a Hero that
3 raised over a half million dollars. You know,
4 that was their gross number. Their net number
5 was only in the hundreds of thousands of dollars,
6 but that was taken away. And the willful
7 destruction of this course, the willful
8 destruction of the membership by making the club
9 public and allowing the public to come in and
10 play for less than it would cost a member to play
11 and be a member, was a deliberate design to cut
12 down the membership and make them go away so he
13 could say this is not a viable business.

14 I can say that the golfers I know from the
15 club are still playing golf. Keene's Point has
16 more golfers. West Orange has more golfers. And
17 Orange Tree had to close their membership because
18 they got so many of the Windermere memberships.

19 So this was a willful destruction. And when
20 he closed the course he put -- he filled the pool
21 with dirt and put a tree in it. He put Roundup
22 on the greens to kill it. He put a fence across
23 the backyard of every homeowner on the golf
24 course and he turned off the air-conditioning in
25 the clubhouse so that it now so full of mold it

1 number 9; and it says "Tract A will be owned and
2 maintained by New Course Incorporated or its
3 successors."

4 What I'm surprised about is that the
5 petitioner would ask for 12 and 13 to be vacated
6 and not mention anything about number 9.

7 It's very, very clear that the agreement
8 with Orange County, which was signed in June of
9 1985, is valid. It's unfortunately been
10 breached, and breached seriously and
11 indisputably.

12 So the concern is, is there something that
13 should be done to ensure that the obligations
14 that the petitioner has under the New Course
15 agreement need to be addressed and hopefully
16 satisfied. Thank you.

17 MAYOR JACOBS: Thank you, sir.

18 MR. ECKHOFF: Good evening, Mayor Jacobs and
19 Council members. Michael Eckhoff. I reside at
20 1940 Lake Roberts Court, but I'm also speaking on
21 behalf of Ann and Keith Ryan who also live on
22 Lake Roberts Court.

23 We spent over two years searching in the
24 Windermere area for a home. We found the place
25 in the Windermere Club. We found that area

1 because of the beauty and the well-maintained
2 environment, that that was a perfect place for
3 what we were looking for.
4 Obviously, that's changed. But I want to
5 point out just a couple of key things that
6 haven't been stated. You've heard all about the
7 traffic. But our lot is the first house as you
8 pull into Lake Roberts Court north of McKinnon
9 Road. So our property borders the curve of
10 McKinnon Road all the way down. Since we've
11 lived there, we've already had one car come
12 through the vegetation into Lake Roberts because
13 of the speed going around that curve and the lack
14 of visibility around that curve.
15 We've been told this isn't the first time
16 that that's happened. So adding additional
17 traffic, as you've already heard, is clearly a
18 problem. We all recognize that.
19 In addition, Mayor, I think you were very
20 appropriate in your statement that everyone gets
21 their due process right and the right to appeal
22 to this Board. Where I would ask is what is the
23 right of the homeowners who have now spent over
24 \$100,000 in fees over this extended period of
25 time to fight this clearly inappropriate action

1 proposal and send a clear message to future
2 unethical developers that permanent space means
3 permanent and that we're not for sale. Thank
4 you.
5 MR. KENARD: Mayor, Commissioners. My name
6 is Paul Kenard. I live at 3601 Lake Buynak Road
7 in Windermere. I back up to what is hole number
8 7. It runs the whole length of my property along
9 with the tee box for hole number 8. One of the
10 problems -- one of the reasons we moved there, my
11 oldest daughter had a horse. We moved in '85.
12 There was no golf course. There was no Estates
13 of Windermere. There was no Waterford Point.
14 My daughter and her girlfriends rode their
15 horses through that grove and the other groves,
16 took the horses swimming in Lake Crescent and in
17 the other lakes, and they had a good time.
18 That's gone.
19 At the time they started working on the golf
20 course, we had red fox and deer that ran through
21 that area. The deer went away, the fox stayed
22 for a while, and then they eventually went away.
23 Part of the problem is that it has to do
24 with the police and sheriff's protection. We
25 were broken into when the houses were being built.

1 from happening?
2 We've clearly invested very heavily to
3 support this and to maintain that permanent green
4 space and I hope that you consider that.
5 In addition, as someone mentioned, we just
6 got a letter that states this new plan that's
7 proposed. And I want to point out a key aspect
8 of that. Throughout the entire process when
9 we've been discussing with Mr. DeCunha, on that
10 separate tract, which is north of McKinnon Road,
11 it's always been deemed as one lot, one home, and
12 the rest open space.
13 In the new proposal there's now six homes
14 and a road that amazingly backs right up to the
15 embattled Walker Pond Development for the City of
16 Winter Garden. Throughout this entire time it's
17 always been said there will never be a road going
18 through that area. But now in the new proposal
19 there is a road that just happens to have a
20 designated open space right at the back of Walker
21 Pond development.
22 Clearly, this is another attempt to bypass
23 the regulations and the open space requirements.
24 I would ask on behalf of myself and the rest of
25 the Lake Roberts community that you reject this

1 for Butler Bay. The quickest response was 45
2 minutes for the sheriff. That's the current
3 response time for our area is 45 minutes.
4 There is no interconnection between Orange
5 County sheriff and the town of Windermere. The
6 town of Windermere could come and respond
7 instantaneously. It doesn't happen. And that's
8 because of you guys. And that's about all I have
9 to say.
10 MAYOR JACOBS: Thank you, sir.
11 MS. KOLAR: Hi. My name Shelley Kolar and I
12 live at 1712 Lake Roberts Court, Windermere,
13 Florida, where I've been a resident for 22 years.
14 Through an online petition I have collected
15 319 electronic signatures opposing development of
16 Windermere Country Club permanent open space and
17 I would like to present the printed signatures to
18 the Board.
19 MAYOR JACOBS: Thank you. Very good. Very
20 good. And we will make copies of this and I will
21 provide it to the clerk before we leave here
22 today. Thank you. I believe copies were also
23 emailed to us. Is that right? All right. That
24 was our last member of the public.
25 We need to go back now -- Mr. Prinsell, are

1 we taking -- are we hearing from the applicant
2 first?

3 MR. PRINSELL: The applicant had, I think,
4 some time left.

5 MAYOR JACOBS: Yes. The applicant did have
6 some time left. A lot of time, as I remember.

7 MR. NGUYEN: This is Truong Nguyen again.

8 MAYOR JACOBS: -- and 17 seconds. I was
9 right. Twelve seventeen.

10 MR. NGUYEN: I hope I get some points for
11 brevity, though. This is Truong Nguyen again
12 Peter, to the Commissioners and everybody at
13 Butler Bay Three, now. So the -- we hear
14 everything that's been said here. And also
15 Kurt's presentation. I mean, those go to the
16 merits of why we submitted our rezoning
17 package -- rezoning application in the first
18 place.

19 That is the mechanism and the process to
20 weigh the merits of our application; also those
21 who oppose us.

22 I want to remind everybody here that we are
23 not here by our own design. We did not ask to go
24 through this plat vacation process. We
25 submitted -- I think there was somebody spoke

1 states in its entirety: "All owners of the lots
2 on the property acknowledge the existence of a
3 private golf course on lands adjoining the
4 property. The golf course is for the use and
5 enjoyment of the members of the private golf
6 club."

7 It seems it's pretty clear that their HOA
8 document sets out their expectation that the golf
9 club is a separately, privately-owned property
10 that's for use of the members of the club.

11 All the merits for redevelopment of the
12 property, including environmental, water, sewer,
13 everything that's being talked about has to be
14 addressed in the rezoning process and in the
15 development review process. The grant of the
16 development rights -- the removal of the plat
17 note doesn't mean that we have -- automatic have
18 some kind of development rights. I think there's
19 a lot of talk here that all of a sudden we can
20 start putting up -- you know, our property's
21 worth 15 to 20 million, we can start selling it
22 or we can start putting lots in place. It does
23 not. We still have to go through the entire
24 process.

25 The issue before us is that we are required

1 about taking bites of elephant. We submitted the
2 entire elephant.

3 We didn't try to take this bite. We're only
4 here because Planning and Zoning required us to
5 obtain approval to remove the plat notes under
6 section 177.101(3) in order to proceed forward
7 with our application. And in doing that, we have
8 to comply with the letter of the Florida statutes
9 which only requires two conditions.

10 The one -- I know a lot of speakers came and
11 talked about their expectations of ownerships and
12 why they bought into Windermere -- into the
13 Windermere Country Club. And I think that goes
14 into condition number two. If I may.

15 MAYOR JACOBS: Please.

16 MR. NGUYEN: This is upside-down again or --
17 okay. Condition number two speaks to the
18 ownership. I think there was a suggestion by
19 Kurt and everybody else that the value of the
20 homes declined; and when they buy, they have a
21 certain expectation. And that goes into their
22 ownership, too; not just, you know, the obvious
23 issues of title and ownership.

24 This is Article 12, Section 1 of the
25 declaration of the HOA for the homeowners, which

1 to go here before we even get back to P&Z. And
2 if we're denied because this is P&Z request to
3 obtain these plat -- these development rights
4 back, we have no recourse.

5 I agree with Mr. Ardaman that when the
6 development rights were conveyed -- were
7 dedicated to the county, the county holds those
8 rights as trustees for the public. The public
9 includes my client, too, which is the owner of
10 private property. And my client has a right to
11 petition the local government and petition the
12 county to address the rezoning and the property
13 and the development rights based upon the merits.
14 And if we go through this process and we are
15 denied this, because, once again, we're not here
16 because we chose to be. We're here because P&Z
17 required us to develop these -- we're required to
18 vacate these plat notes pursuant to a specific
19 statute; and we've shown that we met that -- the
20 requirements of those statutes.

21 But denial would mean that we have no right
22 to proceed forward, we have no right to ask,
23 which I don't think it -- it's a real due process
24 issue. And we are caught in this mouse trap
25 where no matter where we go we end up in the

1 trap. There's no end to it.

2 If any of the Commissioners have any
3 questions.

4 MAYOR JACOBS: Well, you know, I have one
5 question for you. You have cited several times
6 Florida statute -- give me just a minute to pull
7 it back up -- Florida statute 177.101; and you're
8 relying on the fact that there's these two prongs
9 that we have to satisfy. But I keep coming back
10 to the very simple word of "may," that the
11 counties "may" adopt a resolution. And the word
12 "may" and "shall" mean totally different things.
13 You know that. I know that.

14 There's nothing in here that -- I mean,
15 nothing in here that indicates to me that once
16 you satisfy it, we must -- we must vacate the
17 property. And where is it that you are
18 determining that if you meet those two prongs
19 that we somehow have to agree to go back on
20 something that was a condition of the approval of
21 this development in the first place, which was
22 the dedication of the right of way?

23 I mean, that was a foundational item here.
24 And the developer at the time got their value out
25 of this in an exchange of setting aside certain

1 we cannot proceed forward with our application at
2 all if we don't go through this process.

3 Now, the county -- the Commissioners can
4 also give us conditional approval -- conditional
5 consent or conditional denial based upon the
6 results of the development process so that it has
7 full ability to hear our case, hear why we're
8 compelling, or if less compelling than the
9 homeowners, then they can deny us.

10 But the problem is we're in a situation
11 where we have to resort to this statute. We have
12 to prove that these that conditions. We prove we
13 met it, and now it's up to the commission -- all
14 you of you to decide whether or not you want
15 to -- convey those development rights back to us.

16 But our position is that if you deny us
17 because of P&Z's position, we have no ability to
18 readdress the development rights and the rezoning
19 of the property in the first place. So we are
20 cut off from any due process.

21 MAYOR JACOBS: Well, I would argue that this
22 is your due process and that sometimes in the
23 course of due process the answer is "no." In
24 this particular case -- and I'm not trying to be
25 funny, but in the particular -- due process does

1 land that could be used for a golf course or
2 could just be used for open space.

3 I've always told citizens and homeowners
4 that if you really want to preserve open space,
5 it's not good enough to just have it marked on
6 the plat as open space. If you really want it
7 preserved, you need to have it dedicated --
8 transferred over to the county.

9 And so I'm struggling right now because it
10 seems to me that this is a case that has done
11 every -- that -- where the county did the best
12 that they could to ensure that the open space
13 remained open space. Whether it remains a viable
14 golf course or not, it remains open space.

15 So on what basis are you concluding that
16 "may" means "shall" and this board is obligated
17 to go back on --

18 MR. NGUYEN: Well, we don't. And the only
19 reason we're here is because, once again, P&Z is
20 requiring us to do that in order for us to
21 proceed forward with our application.

22 MAYOR JACOBS: And I understand. I think we
23 can totally understand that.

24 MR. NGUYEN: Right. And our position is --
25 the problem that we have is that because of that,

1 not guarantee you the right to develop it. It
2 gives you the right to come forward and go
3 through the process. You're going through the
4 process.

5 But, again, coming back to if you look at
6 the original premise of this cluster, it was that
7 there was going to be a certain amount of open
8 space. And to ask us now to give back that
9 property so that you have the ability to seek to
10 change that agreement and that zoning that we
11 entered into in 1985 or '86, I don't -- we're not
12 compelled to do that. We're not compelled -- it
13 was dedicated to us. We didn't force somebody to
14 dedicate it, but it was dedicated while there was
15 also an increased density on the rest of the
16 properties. And nothing that I have heard here
17 at all has compelled me to believe that there's
18 any need to change the arrangement that we
19 established in the 1980s.

20 MR. NGUYEN: We don't -- we do not dispute
21 that the development rights were dedicated to the
22 county. We just want the ability to go forward
23 and finish and complete our application to show
24 the merits of why we're asking.

25 The problem is that P&Z's position is that

1 we can't proceed forward unless we go through
2 this -- and we're going through this -- and all
3 the point you made are valid. Whether or not
4 they're valid or not should be shown after all
5 the merits are presented.

6 MAYOR JACOBS: But -- but -- okay. I think
7 I'm probably said -- at this point I'll just
8 turn --

9 MR. NGUYEN: I mean, we are here because --
10 we're not here to give our side of whether or not
11 our development has more merit or should be
12 approved. That is -- we haven't met -- the
13 county has a mechanism for that. It has a venue
14 and we went through that on the comprehensive
15 basis. But, once again, P&Z directed us to this
16 and said this is the only way we can go forward.
17 So, I mean, you and I keep talking in circles.

18 MAYOR JACOBS: And I think -- I think that
19 clarification -- I don't know what P&Z meant,
20 exactly. They're an advisory board only, but to
21 say you can't go forward because you don't have
22 the rights to those property is a -- I think a
23 very true statement. The development rights have
24 been given to Orange County 30 years ago.

25 So, no, you don't have a right to come in

1 MAYOR JACOBS: Thank you.

2 MR. NGUYEN: And just one last thing. One
3 of the speakers said that, you know, in
4 compliance with statute 177 it was platted to
5 acreage. Our original application was to have
6 the entire property re-platted back into acreage;
7 and it was revised with staff comments. And this
8 is where we are left with the two plat notes.

9 MAYOR JACOBS: Thank you. And I was
10 actually -- yes. Thank you for clarifying. I
11 was a little confused on that part of it.

12 MR. NGUYEN: Thank you very much.

13 MAYOR JACOBS: Thank you, sir. Okay. We
14 will close the public hearing. And any
15 discussion from board members? If not,
16 Commissioner Boyd, once again. Oops. No. Okay
17 Commissioner Siplin.

18 MS. SIPLIN: Mayor, you know, after, I
19 think, the testimony of our former employee, when
20 I was reading and understanding -- trying to
21 understand this cluster plan -- and I think --
22 and many of us go through this when we have our
23 community meetings and we set conditions and the
24 developer agrees to those conditions and that's
25 because we want to protect, you know, the owners

1 and ask for something that has been dedicated
2 freely and willing to the county 30 years ago.
3 But for you to say then we need to give it back
4 to you so you can ask for it, we don't need to
5 give it back, either.

6 So I think the question for us -- and I
7 don't want to -- you have a few minutes left and
8 I don't -- I want to let you finish your
9 comments, but I just keep looking for what is the
10 compelling reason from your standpoint that we
11 should do this, because I haven't found a
12 compelling reason to chant--

13 MR. NGUYEN: The compelling reason is that
14 if you do not do it because of P&Z's decision, we
15 can't -- we can't proceed forward with our
16 application to -- we keep on talking in circles,
17 but you understand what I mean.

18 MAYOR JACOBS: Yeah, I do. That's the
19 compelling reason on behalf of your client. I
20 understand. I was looking for a legally
21 compelling reason; and I'm not finding one. But
22 thank you.

23 MR. NGUYEN: Thank you.

24 MAYOR JACOBS: And it's Mr. Nguyen?

25 MR. NGUYEN: Nguyen.

1 or the businesses in that surrounding area.

2 So with that being said, you know, I just
3 feel that, you know, even though the original
4 board was not here, but going through the process
5 of having conditions set and knowing the intent
6 of the board back then was to protect the owners
7 of this -- within the subdivision. So, you know,
8 it's clear to me that when these conditions were
9 imposed that it was to protect the owners.

10 And including, like he said, including the
11 developer, you know. But I think, like I said
12 before, knowing what we go through when we go
13 through meetings, public hearings, and when we
14 come here and we try to negotiate with the
15 developer, and for the board before us to set
16 those conditions, I think their intent is clear
17 to me, so...

18 MAYOR JACOBS: Thank you Commissioner.
19 Commissioner Clarke.

20 MR. CLARKE: Thank you, Mayor. And, you
21 know, this has been around for a while; and I've
22 met with the folks who want to develop and I
23 spent some time with the residents. And, you
24 know, before I rule about development rights --
25 and I have kind of a little different

1 perspective -- and to me, this is very similar to
2 an issue we discussed a few months ago on the
3 east side of town where a previous board had made
4 some decisions that people relied on to make a
5 big purchase. And I think this has many
6 similarities to that. In fact, this is even more
7 concrete.

8 And Ed, you did a good job. You never
9 should have left -- well, maybe you should have
10 because I got new folks here now, but you did a
11 great job. I mean, what you told us from your
12 experience of doing this kind of cements to me
13 the fact that, you know, this is a sacrosanct
14 thing. This is something that we do have that
15 fiduciary relationship with the homeowners to
16 maintain this open space, be it a golf course, be
17 it a park, be it a whatever, be it natural
18 vegetation. I think it is our responsibility to
19 do this.

20 And I think that in talking to some of the
21 folks, you know, if we were to grant it the
22 owners wouldn't have to do a thimble of sand and
23 they would make \$20 million just on the value of
24 the land because the development rights would be
25 someone else other than us.

1 change in circumstances, there's no evidence of
2 that tonight. The residents want to keep the
3 plat the way it is. So I believe our hands
4 are -- I don't know if they're tied, but it's
5 the -- it was what occurred back then, the
6 dedication, as Mr. Williams said that's -- they
7 don't have anymore rights at this time unless
8 there's a reason to change it. And even then, it
9 would have to be very extraordinary since it's
10 platted and all that.

11 MAYOR JACOBS: Exactly.

12 MR. EDWARDS: So there's no evidence of
13 that, so...

14 MAYOR JACOBS: Thank you, Commissioner
15 Edwards. Commission Thompson.

16 MS. THOMPSON: I will echo everything that's
17 been said, but I think one thing that was said
18 tonight that was said recently -- and Mayor, you
19 said it both times, I think -- is that sometimes
20 it's okay to say "no." And I think that hearing
21 Ed's testimony about his institutional knowledge
22 of where we came from and what Commissioner
23 Siplin said about the previous commission,
24 sometimes that institutional knowledge gets lost.
25 And it's incumbent upon those of you in these

1 So I will, in this case, certainly support
2 the homeowners. I think that it's the right
3 thing for us to do. It's the proper thing for us
4 to do. And doing anything else, I think would be
5 not in keeping with our responsibility as elected
6 officials.

7 MAYOR JACOBS: I completely agree.
8 Commissioner Edwards.

9 MR. EDWARDS: Well, I don't agree with the
10 comments on what happened on the east side, but
11 that's not before us today. This is a
12 situation -- and I think it is -- you know,
13 everyone has sat here for a long time. I think
14 they deserve to hear, you know, what the
15 commissioners are thinking.

16 MAYOR JACOBS: Absolutely.

17 MR. EDWARDS: But this is property that went
18 through the development process. It was a
19 cluster plan. We have cluster plans in my
20 district; and when a developer takes advantage of
21 a cluster plan to come in with the smaller lots
22 and dedicates the open space, that's pretty much
23 the deal.

24 So it's been dedicated. It's on the plat.
25 Unless there were some kind of extraordinary

1 communities to remind future boards, you know, of
2 what you've gone through tonight, because more
3 and more as these developments are coming through
4 and we're doing more infill, there's going to be
5 all kinds of business opportunities for folks to
6 come in and try to redevelop property. And it's
7 so important for you to come up and share your
8 experience of what you've been through and to
9 really teach the future commissions, you know,
10 the institutional knowledge that you've got and
11 to do something with it.

12 Because Mayor said a couple months ago and I
13 really have been thinking about it a lot lately.
14 And sometimes, you know -- sometimes our
15 decisions are rooted in our back's against the
16 wall and we have to vote a certain way because
17 that's what the law says. And sometimes there
18 are subjective decisions that we could come to
19 and sometimes, you know, you really -- you come
20 into a meeting and you don't know which way
21 you're going to go. And sometimes it's okay to
22 say "no." I love that you said it and it really
23 resonated with me and I've been saying no a lot
24 more lately. I'm happy to say no tonight, but
25 that's where it comes from.

1 MAYOR JACOBS: Yeah. And you know, what I
2 think is important to recognize is that there are
3 certain -- property rights are extremely
4 important. And property rights cut both ways.
5 The owner of the property and the abutting
6 neighbors. That's what zoning is all about.
7 That's what we do here day in and day out is we
8 balance those two rights. But in this -- and
9 when somebody comes to us and they have a right
10 to develop their property and somebody shows up
11 and says, "Please don't let them. We don't like
12 this," they have a right to develop their
13 property. They're zoned. They're entitled to
14 that.
15 In this case, that property owner got their
16 value out of it in 1985, '86, '90 when each of
17 you purchased. And each of you purchased and
18 spent a great deal more money than you would have
19 spent if you had expected that golf course was
20 going to be developed into anything. So in the
21 interest of protecting your property rights and
22 what you invested in, we were entrusted with
23 these development rights.
24 And I think it's been a very, very clear and
25 compelling case. And I've seen no legal

1 McKinnon Road and Lake Butler Boulevard.
2 MS. SIPLIN: Second.
3 MAYOR JACOBS: Motion by Commission Boyd.
4 Seconded by all the members of the commission.
5 No. I'm sorry. Seconded by Commissioner Siplin.
6 All in favor of the motion to deny the request
7 for petition to vacate, please say "Aye."
8 MEMBERS: Aye.
9 MAYOR JACOBS: Opposed? Motion carries
10 unanimously.
11 (The proceedings were concluded at 7:25
12 p.m.)
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1 arguments to suggest anything other than we are
2 completely within our legislative authority to
3 make this call and that the call is clearly on
4 the side of honoring the development rights of
5 those of you who have paid so much for them,
6 recognizing the developer -- the original
7 developer -- got his value out of the deal. And
8 if he sold it to somebody else who paid too much,
9 that's not our score to settle.
10 So with that, I will enthusiastically
11 support what I expect to be the right motion by
12 the District Commissioner because we don't talk
13 ahead of time. So if he's on the wrong side,
14 he's going down badly.
15 MR. BOYD: Well, a lot of pressure from my
16 fellow board members. They're very chatty today,
17 for sure. But what I do want to just say is, for
18 the community, you all have been working very
19 hard on this issue for quite some time. A lot of
20 great points by many of you. A lot of great
21 points by my fellow board members.
22 And so, to get you out of here at 7:22, I'm
23 going to make the motion for denial of the
24 petition to vacate the development rights of
25 Tract A and the access rights on Tract A to

CERTIFICATE OF REPORTER

1
2
3
4 STATE OF FLORIDA:
5 COUNTY OF ORANGE:
6

7 WITNESS MY HAND AND OFFICIAL SEAL THIS 27TH DAY
8 OF NOVEMBER 2016.

9 I, SANDRA A. MOSER, REGISTERED PROFESSIONAL
10 REPORTER, CERTIFY THAT I WAS AUTHORIZED TO AND DID
11 STENOGRAPHICALLY REPORT THE FOREGOING PROCEEDINGS AND
12 THAT THE TRANSCRIPT IS A TRUE RECORD.

13 I FURTHER CERTIFY THAT I AM NOT A RELATIVE,
14 EMPLOYEE, ATTORNEY OR COUNSEL OF ANY OF THE PARTIES,
15 NOR AM I FINANCIALLY INTERESTED IN THE ACTION.
16

17 DATED THIS 27TH DAY OF NOVEMBER 2016.
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25

Sandra Moser

SANDRA A. MOSER, RPR, FPR
NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION # FF113959
COMMISSION EXPIRES: 5-6-18

Appendix 13.



DATE: October 18, 2016

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners (BCC)

FROM: Joseph C. Kunkel, P.E., Deputy Director, Public Works Department *Joseph C. Kunkel*

SUBJECT: **WINDERMERE COUNTRY CLUB PLAT VACATION**
Bryan DeCunha on behalf of Windermere Country Club, LLC

Reason For Vacation

The petitioner requests that Orange County vacate the development rights to Tract A (Golf Corse), as identified in General Note #12, and access rights from Tract A to McKinnon Road and Lake Butler Boulevard, as identified in General Note #13, dedicated to Orange County per the plat of Butler Bay – Unit Three. The petitioner wishes to vacate in order to allow for future development.

Location of Property/Legal Description

The property lies east of Winter Garden Vineland Road and north of Lake Butler Boulevard. Public interest was created per the plat of Butler Bay – Unit Three, as recorded in Plat Book 18, Page 4, of the Public Records of Orange County, Florida. The parcel address is 2710 Butler Bay Drive North and it lies in District 1.

Statement of No Objection

The Real Estate Management, Environmental Protection, Roads and Drainage, and Development Engineering Divisions have no objection to the request. Development rights to the Conservation Easement, as identified in General Note #12, and access rights from Lot 101 to McKinnon Road and Lake Butler Boulevard, as identified in General Note #13 will remain dedicated to Orange County. Should development and access rights be granted to the applicant, the Development Engineering Division will review the future access locations as part of any proposed development. Similarly, the Environmental Protection Division has expressed concerns regarding wetlands and the Conservation Easement areas and will review any potential impacts as part of any future development and may require appropriate access to the conservation areas be provide with future development. The Relationship Disclosure and Specific Expenditure forms have been submitted.

Staff Findings

The Tract A areas currently consist of a golf course and associated infrastructure, such as cart paths, restrooms, a maintenance structure and a clubhouse with paved parking area. Existing conservation, drainage and utility easements will not be impacted by the requested action.

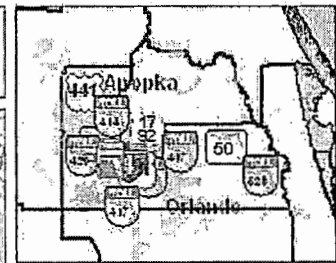
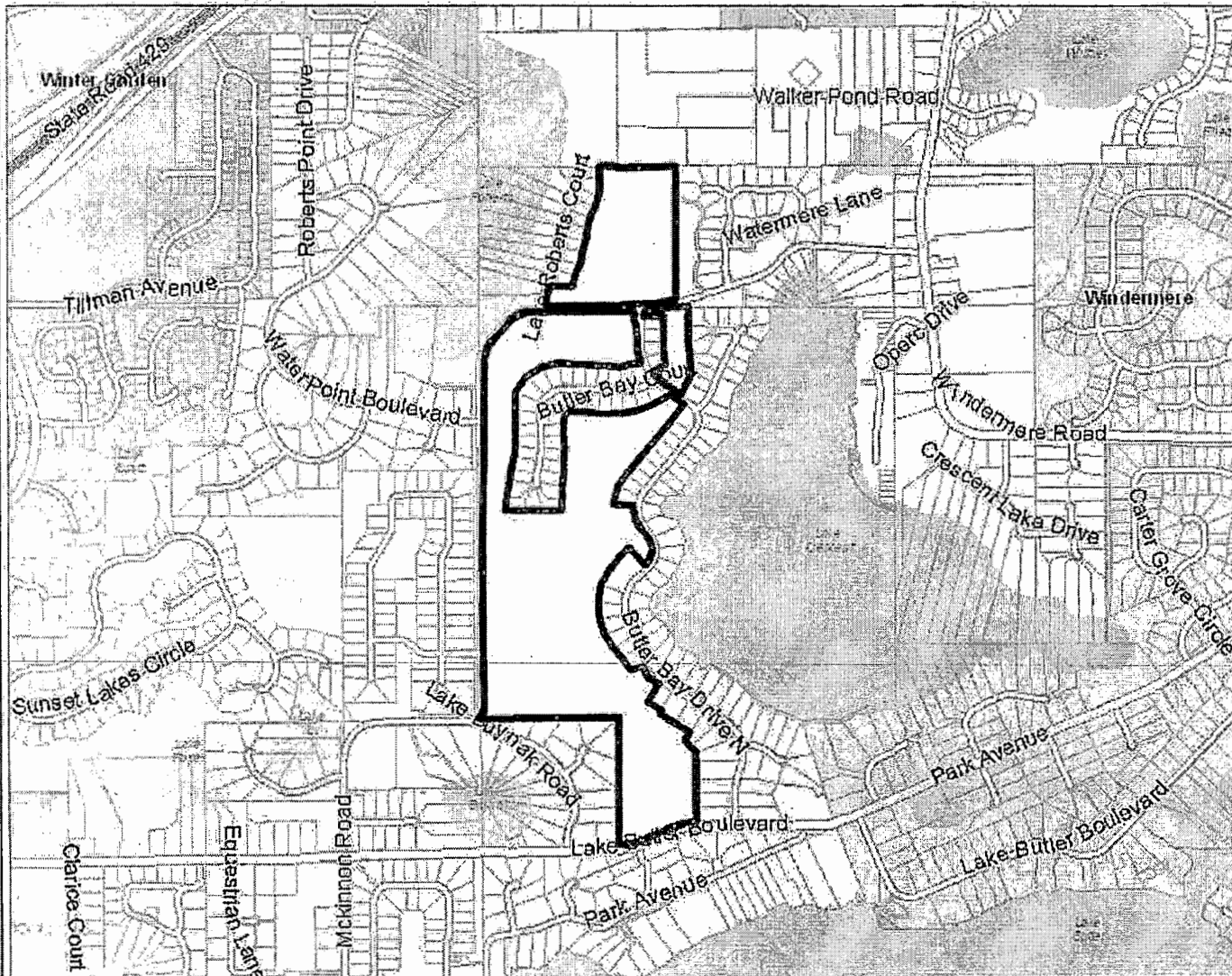
The requirement for the dedication of the development and access rights was a condition of approval for the Preliminary Subdivision Plan approved by the BCC in 1985. The PSP approval included a condition that the development shall be in accordance with the approved cluster plan, which identified an open space requirement.

Staff Recommendations


Previous conditions of approval of the BCC required the subject dedications as part of the original development. Removal of the development and access dedications would allow for development beyond that originally approved by the BCC. Therefore, staff recommends denial of the request to vacate the dedicated development and access rights.

ACTION REQUESTED: DENIAL OF THE REQUEST TO VACATE THE DEVELOPMENT AND ACCESS RIGHTS TO TRACT A DEDICATED TO ORANGE COUNTY PER THE PLAT OF BUTLER BAY - UNIT THREE- DISTRICT 1

Windermere Country Club Plat Vacation



Legend

 Petitioner's property

1:17,014



0.5 0 0.27 0.5 Miles

© Latitude Geographics Group Ltd.

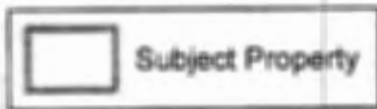
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Windermere Country Club Plat Vacation
Bryan DeCunha, on behalf of Windermere Country Club, LLC



0004672

Appendix 14.

Appendix 14.A.

10/18/2016

**WINDERMERE CLUB HOMEOWNERS
ASSOCIATION, INC.**

**OPPOSITION TO WINDERMERE COUNTRY
CLUB, LLC'S PETITION TO VACATE**

A. Kurt Ardaman

FISHBACK ♦ DOMINICK
ESTABLISHED 1983
ATTORNEYS AND COUNSELORS AT LAW

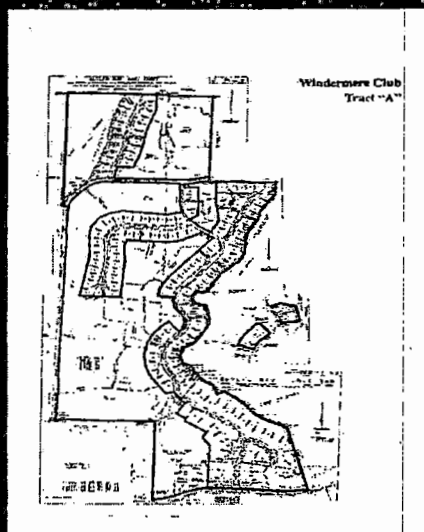
**Rationale for Denial of
Petition to Vacate**

- I. Tract A is permanent open space under the County Code
- II. The requirements for plat vacation under the County Code & Florida Statutes cannot be met
- III. Private and Public Easement Rights over Tract A and no ARB approval
- IV. No authority to transfer or vacate development rights
- V. Summary

CHRONOLOGY

1. In 1985, Tract A was part of a 502-acre tract that was rezoned to R-CE-C where 38% of the gross acreage was required to be open space.
2. On February 24, 1986, the developer and County entered into a developer agreement that required the Tract A development rights be dedicated to Orange County.
3. On July 21, 1986, the developer platted and the County accepted and approved the Butler Bay - Unit Three plat which dedicated the development rights and access rights over Tract A to Orange County.

Tract A



10/18/2016

First Basis for Denial of Petition to Vacate:

Tract A is permanent open space
under the County Code

1985 County Code

PLANNING AND ZONING RESOLUTION

ORANGE COUNTY FLORIDA

This pamphlet is a reprint of Part I, Chapter 37, and Part II,
Planning and Zoning, of the Code of Orange County, Florida,
published by order of the Board of County Commissioners.



MUNICIPAL CODE CORPORATION

Tallahassee, Florida

Reprinted 1985

Art. XXIV, § 1 ORANGE COUNTY CODE Art. XXIV, § 2

ARTICLE XXIV CLUSTER DISTRICT

Sec. 1. Purpose and intent.

- (1) To provide an alternative approach to residential development under specified residential zoning districts.
- (2) To enhance the living environment through the creation of permanent open space.
- (3) To provide flexibility in lot size, housing styles and building placement for variety in development design compatible with existing development.
- (4) To provide for a more cost-effective development design and thereby providing more affordable housing.
- (5) To maintain grass densities compatible with and equal to those possible under the conventional zoning.
- (6) To ensure that adequate public facilities and services are provided based upon the net densities of the development.
- (7) To encourage the dedication of public lands which serve and benefit the community. (Approved Co. Comm., 11-1-82)

Sec. 2. Processing procedure.

- (1) A complete cluster development zoning application.
- (2) A cluster development plan to include the following:
 - (a) The configuration and dimensions of the plan drawn to a specified scale, not to exceed one (1) inch equals two hundred (200) feet;
 - (b) Existing street network and anticipated access points;
 - (c) Natural features, i.e., lakes, rivers, conservation areas;
 - (d) Gross density;
 - (e) Proposed type of housing and location;
 - (f) Location of common open space and per cent of gross land area;
 - (g) Names of abutting subdivisions;

Supp. No. 17

678

"permanent open space"

"dedication of public lands which benefit the community"

NOTE: The identical Purpose and intent sections in current Code Sec. 38-554

Art. XXIV, § 7 PLANNING AND ZONING Art. XXIV, § 8

Sec. 7. Common open space.

All common open space areas shall be shown on the cluster development plan. A method shall be provided for assuring the maintenance of all common open space areas in perpetuity, either by transferring ownership and maintenance responsibility for the open space areas to a trustee or voluntary homeowner's association, or by some other method acceptable to the board of county commissioners. Orange County shall not be responsible for the maintenance of common open space areas.

The owner shall offer to dedicate development rights for all common open space areas to Orange County. The county may accept the offer of dedication. If, however, the county refuses to accept the offer, an alternative method acceptable to Orange County shall be provided to guarantee that common open space areas shall remain in such a state as to maintain the natural character of the area. (Approved Co. Comm., 11-1-82)

Sec. 8. Density bonus.

The developer may offer to dedicate land within the project for a specified public purpose, including, but not limited to, parks, schools, fire stations, utility plants, etc. Acceptance of such offers shall be discretionary with the board of county commissioners or other agencies having authority to accept such an offer.

If the offer of dedication is accepted, the development shall be granted a density bonus equal to an additional twenty-five (25) per cent of the density allowed on land being dedicated.

A density credit based on a percentage of the gross density permitted under Section 8 of this article may be provided for the following conservation areas, provided that dedication of development rights are secured:

	Maximum Transfer Credit
Class I conservation area	0 or 20%
Class II conservation area	50%

Supp. No. 17

678

"All common open space areas shall be shown on the cluster development plan."

"A method shall be provided for assuring...common open space in perpetuity...by transferring ownership...to a trustee...or by some other method acceptable to the board."

"The owner shall offer to dedicate development rights for all common open space areas to Orange County."

"If the County refuses dedication, an alternative must still guarantee that common open space areas shall...maintain the natural character of the area."

NOTE: These Common Open Space requirements are in current Code Sec. 38-557

Cluster Development Plan is Part of Current Zoning (The BCC's February 21, 1985 R-CE-C Rezoning)

THE SPONSOR, "BUTLER BAY CLUSTER", request for a Change in Zoning Classification from R-CE and A-1 to R-CE-C on property which is located Southeast Corner Park Ridge/Gotha Road and Windermere Road, extending West of McKinnon Road.

CALL	1-23-27		
SEC	6-23-28		
MS	7-23-28		
K3/4	12-23-27	Tract Size: 509 acres	District (B)

Ed Williams, Planning Director, gave a staff report (Exhibit #1 of the Planning Department Development Policy) and recommended approval, subject to conditions as recommended by the BCC. Areas were highlighted for the Board.

8. Development shall be in accordance with the Cluster Plan dated February 8, 1985, the Zoning Resolution, Subdivision Regulations, and the Shoreline Protection Ordinance.

<p>PROPOSED EXHIBIT</p> <p>TOTAL EXHIBIT AREA</p> <p>TOTAL LOT AREA</p> <p>TOTAL LOT SIZE</p> <p>PERCENT OPEN SPACE</p> <p>PERCENT OPEN SPACE</p>		<p>509 ACRES</p> <p>509 ACRES</p> <p>509 ACRES</p> <p>509 ACRES</p> <p>509 ACRES</p>
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The Dedication of Development Rights Secured Open Space

- **Developer's Agreement (O.R. Book 3757, Page 1536)**
Approved by BCC on February 24, 1986
Condition #12 required dedication of the development rights over Tract A to Orange County.
Section 6 confirms that the conditions of approval "assure compatibility of development on the Property with surrounding development and with the surrounding environment."
- **Unit Three Plat (O.R. Book 18, Page 4) – Approved by BCC on July 21, 1986**
Golf course identified as "Tract A"
Plat Note #12 "Development rights to the Conservation Easement and Tract A are dedicated to Orange County, Florida."
Plat Note #13 "Access Rights from Lot 101 and Tract A are dedicated to Orange County, Florida."

"Open Space" vs. "Common Open Space" vs. "Common Area"

The County Code contains various provisions defining and governing 1) "open space," 2) "common open space," and 3) "common areas."

Tract A constitutes all three within the meaning of the Code.

Definitions:

A. Open space: "land set aside for the following: (1) the protection of natural resources; ... (2) Recreation areas; or (3) The enhancement of the developed urban environment (including buffer areas, landscaped areas, plazas and hardscapes)." Sec. 30-83(c) (old and new County Code)

B. Common Open Space: "a type of open space designed and intended for use or enjoyment of the occupants of a project." Sec. 24-26 (old and new County Code)

C. Common Area: "not defined under the County Code"

All open space dedicated as part of a Cluster District is permanent regardless of whether it also constitutes "common open space" or "common area."

Permanent Open Space

- Open space as part of cluster zoning is permanent:
 - County Code (new and old) provides that one of the primary purposes of cluster zoning is "[t]o enhance the living environment through the creation of permanent open space."
 - Sec. 38-551 (current)
 - Sec. 1(2), Art. XXXVI (1984 Code)

Private Ownership of Tract A is Irrelevant to Status as Open Space

- Section 34-155(a), County code, old and new, authorizes the inclusion in a subdivision of "private parks and recreation areas" as open space. Note that the old Code did not require that such space be owned by a homeowners association.
- The old Code expressly contemplates the use of a private golf course as open space:
Sec. 5, Art. XXXVI (1984 Code) provides for the inclusion of "[p]rivate and operated recreational facilities" and "[c]lubs such as: Country and golf clubs" as special exceptions within a cluster district.
In approving such a use, the relevant County board must consider various criteria including "the area of the site as it relates particularly to the required open space."
Tract A fulfills the bulk of the open space required by the Cluster Development Plan, which is a requirement of the zoning on this property.

Tract A is permanent open
space

Second Basis for Denial of Petition to Vacate:

The plat vacation requirements under the
County Code and Florida Statutes cannot
be met

Plat Vacation: County Code Sec. 30-83(e)

- Code Sec. 30-83(e) provides:
 - "The board of county commissioners may order the vacation and reversion to acreage of all or any part of a plat or subdivision in the manner and subject to the restrictions provided by law; provided that no reversion can occur where the subdivision street and drainage improvements have been completed."
- The subdivision street and drainage improvements have long been completed
- Thus, the Code precludes vacation of the dedications of development rights and access rights.

Plat Vacation: Fla. Stat. 177.101

- The statute provides requirements that must be met for a valid plat vacation.
- Among other requirements, it must be "shown that the vacation by the governing body of the county will not affect the ownership or right of convenient access of persons owning other parts of the subdivision." Sec. 177.101(3).

Certified General Real Estate Appraiser, Calhoun, Dreggers & Associates, Inc. Study of the Effect of Open Space on Residential Values dated July 29, 2016:

Opinion and Conclusion:

"...it is my opinion that the lots that directly abut the open space areas do command a premium in the market of anywhere between 10% and 20%. Lots that do not directly abut also appear to command premium based upon published studies of subdivisions around the Country."

"...it is my opinion that the proposed Windermere Country Club project which would convert the golf course/open space into 95 single family lots and associated site improvements will adversely affect the value of the homes within the Windermere Club subdivision. In my opinion, this reduction in value could be as much as 20%."

LOSS OF OVER \$18,000,000.00 TO HOMEOWNERS

Plat Vacation: Fla. Stat. 177.101

- Vacation of the development rights would "affect the ownership of persons owning other parts of the subdivision," as the resulting development would:
 - 1) Damage the homes in Windermere Club by reducing their values by up to 20% or at least \$18,000,000.00
 - 2) Interfere with the various private easement rights (property rights) held by the lot owners and HOA
 - Private easement rights discussed in Part III

SUMMARY OF THE SECOND BASIS FOR DENIAL OF THE PETITION TO VACATE:

- The law is clear: the County may not grant the Petition to Vacate except upon a showing of the statutory requirements and County Code requirements having been met.
- The County Code requirements cannot be met:
 - 1) Vacation prohibited by Sec. 30-83(e)
 - 2) The Code requires Tract "A" to remain permanent open space
- The statutory requirements (F.S. 177.101) cannot be met, as Vacation of the development rights would adversely "affect the ownership . . . of persons owning other parts of the subdivision":
 - 1) Reduce the value of the homes in Windermere Club
 - 2) Interfere with the various private easement rights (property rights) held by the homeowners and HOA

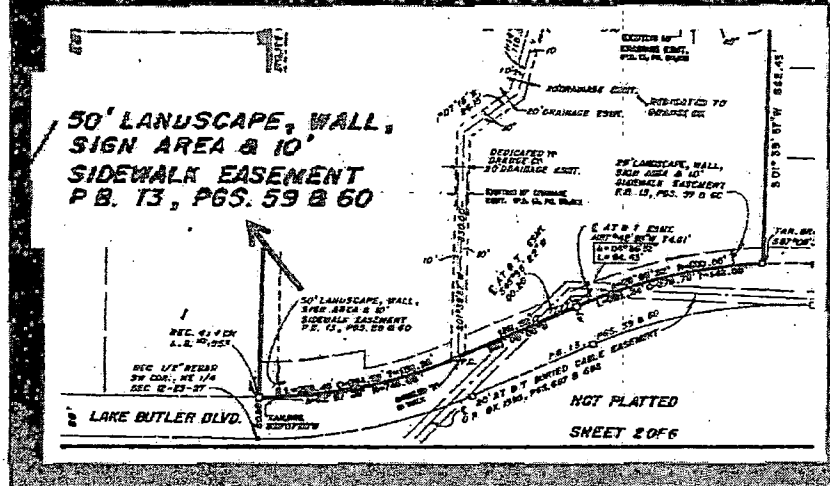
THIRD BASIS FOR DENIAL OF THE PETITION TO VACATE:

Existing Private and Public Easements
over Tract "A"

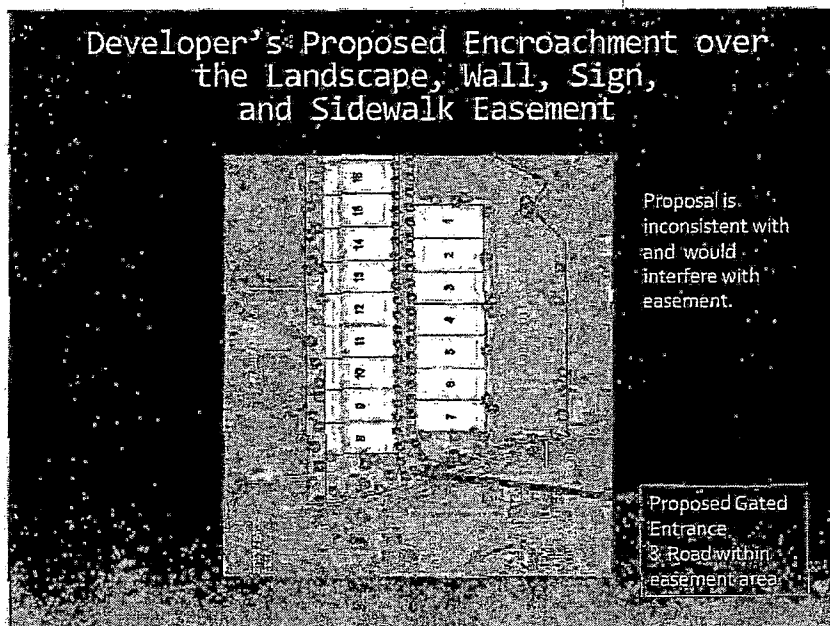
Tract A Easements



Private Landscape, Wall, Sign, and Sidewalk Easement



Developer's Proposed Encroachment over the Landscape, Wall, Sign, and Sidewalk Easement



Private Rights in Public Easements

- The homeowners and/or Association have private easement rights in all publicly dedicated easements as intended beneficiaries of such.

See *Silver Blue Lake Apartments, Inc. v. Silver Blue Lake Home Owners Assn.*, 725 So. 2d 609, 611 (Fla. 1971). See also *Osius v. Barton*, 109 Fla. 556, 562 (Fla. 1933); *Rea v. Brandt*, 467 So. 2d 368, 368 (Fla. 2d DCA 1985).

- The Windermere Club homeowners have private easement rights in all public dedications on the Unit Three plat as a result of having purchased lots with reference to such plats

See *Flowers v. Seashore Beach, Inc.*, 779 So. 2d 871, 872 (Fla. 1st DCA 1995); *Tampa v. Hickey*, 502 So. 2d 1357, 1365 (Fla. 2d DCA 1986).

Original Declaration Governs Tract A

Tract A is subject to the Declaration of Covenants, Conditions, and Restrictions for Butler Bay Unit Three since the Amended and Restated Declaration of Covenants, Conditions and Restrictions only replaced the original Declaration as to the Lots and not Tract A.

No ARB Approval

- Under the Unit Three Declaration, Tract A is subject to the restriction and negative easement whereby no construction may take place upon Tract A without approval by the Architectural Review Board (the "ARB") of the Windermere Club Homeowners Association:
 - Unit Three Declaration, Art. VII;
- The applicant has not requested or received ARB approval.
- Both the Association and the homeowners have the right to enforce the above restriction.
 - See Unit Three Declaration, Art. XV.

KEY POINTS:

- Fla. Stat. 177.101(3) prohibits vacation of a plat unless it is shown that vacation "will not affect the ownership or right of convenient access of persons owning other parts of the subdivision."
- Vacating the plat and the development rights dedication would affect and interfere with valuable property rights, in the form of easements, of the homeowners and HOA.
- The applicant lacks the right to develop Tract A without obtaining approval from the Architectural Review Board, the HOA and the homeowners.

Fourth Basis for Denial of Petition to Vacate:

No authority to transfer or vacate
development rights.

Law Re. Public Dedications

It is well settled that where lands have been dedicated to a municipality [or county] the municipality holds the title in trust for the public and has no power, unless specially authorized by the legislature, to sell or appropriate such lands for the use and benefit of private interests.³⁷

City of Daytona Beach v. Tittle, 530 So. 2d 586, 589 (Fla. 5th DCA 1993).

In *Tittle*, the court held that a municipality had no authority to transfer riparian rights to publicly dedicated property since not specifically authorized under statute or charter, even though the charter generally authorized the vacation of streets and public ways.

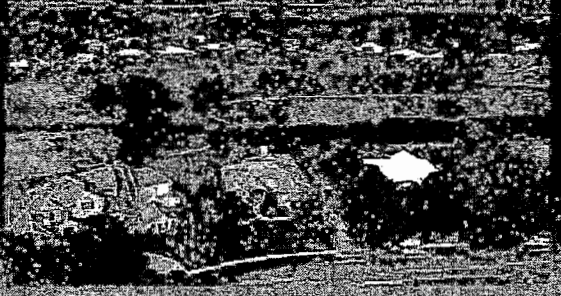
Similarly, there is no authority under statute or the County's charter or code to transfer development rights or vacate such for the benefit of private interests.

Law Re. Development Rights

- As discussed, at least one Florida court has opined that the transfer of development rights is intended to be permanent.
- *Hollywood v. Hollywood*, 432 So. 2d 1332 (Fla. 4th DCA 1983).
 - The court upheld an ordinance providing for the transfer of development rights between properties in exchange for a development credit, and requiring conveyance of the transferring property to the city as a way of securing open space.
 - The developer argued that it should not be required to permanently convey property to the city to secure open space.
 - The court disagreed: "To us, the *quid pro quo* is what should control. If the developer takes advantage of the increased density transferred and builds accordingly, does that not mean the preservation of open space is forever? We certainly hope so."
- The court recognized that where a developer receives something in return for dedicating or conveying property as open space, it should be permanent.
- For Tract A, the original developer received a rezoning and subdivision plan approval in exchange for the dedication of open space. Further, homeowners relied upon the dedication.

Reliance by Homeowners

- Homeowners bought their homes in reliance on:
 1. The developer's dedication of development and access rights to the County, which were accepted by the County, creating permanent open space over Tract A.
 2. The open space community layout.



Summary

1. County Code requires Tract A to remain permanent open space.
2. County Code prohibits plat vacation where street and drainage improvements have been completed.
3. Statute prohibits vacation where ownership rights of property owners are adversely affected.
4. Transferring/vacating development rights is inconsistent with public dedication and is not authorized by Code or by law.
5. Plat Vacation Would be Unfair and Unreasonable: Homeowners were enticed and relied on the development and access right dedications, open space, and community's layout when purchasing homes.
6. Plat Vacation Would Violate the Public Trust and Set a Dangerous Precedent: It would support an interpretation of the Code allowing future developers to obtain a windfall benefit at the expense of homeowners.

List of Documents Submitted Into the Record

- Power Point Presentation
- Memorandum in Opposition to Petition to Vacate dated 7/12/16 ("Memorandum")
- Supplement to Memorandum in Opposition dated 10/15/16 ("Supplement")
- Meeting minutes cluster approval by P&Z (1-21-85) and BCC (1-25-85) – Exhibit "A" to Memorandum
- Butler Bay Cluster Plan – Exhibit "B" to Memorandum
- Meeting minutes: preliminary site plan approval by BCC (11-18-85) – Exhibit "C" to Memorandum
- Meeting minutes: golf course special exception approvals by BZA (1-2-89, 6-1-89) – Exhibit "D" to Memorandum
- Developer's Agreement (3-6-86) – Exhibit "E" to Memorandum
- Plat for Butler Bay Unit Three – Exhibit "F" to Memorandum
- Deeds conveying Tract "A" to Newcourse (8-26-86, 8-28-86) – Exhibit "G" to Memorandum
- Agreement and Consent Relating to Construction of Golf Course (6-13-85) – Exhibit "H" to Memorandum
- Code provisions in effect at the time of original rezoning and approvals – Exhibit "I" to Memorandum
 - Art. XXXVI, Planning & Zoning Resolution (Cluster district)
 - Art. III, Sec. 4(b), Planning & Zoning Resolution (restrictive rezoning)
 - Sec. 34-155, Res. 1991-29 (private open spaces)
 - Sec. 24-25 (common open space)
- Study by Calhoun, Dreggers & Associates, Inc. and Addenda
- Developer Real Estate Marketing Materials from 1989:
- Declaration of Covenants, Conditions, and Restrictions for Butler Bay Unit Three – Exhibit "X" to Supplement
- Approved and Restricted Plat for Butler Bay Unit Three and Butler Bay Unit Four – Exhibit "Y" to Supplement
- Association, Inc. – Exhibit "Z" to Supplement
- Hampton Golf Course Discovery Session Report

10/18/2016

Request:

Please Deny the Petition to
Vacate

Back Up Slides

10/18/2016

Refusal to Sell E-Mail:

From: Truong M. Nguyen (truong.nguyen@orange-fl.com)
Sent: Friday, August 18, 2016 1:38 PM
To: Kurt, Amy
Cc: Michele Linsky; mclinsky@orange-fl.com
Subject: RE: Wilderness Country Club

Kurt,

After much deliberation, we feel that setting a market price based on 85 lots would indicate a number of homeowners already strong emotions against redevelopment of the golf course. We have directed our focus towards revising our conceptual plans and consultations to address some of the concerns discussed during our last meeting. We will send you revised revised conceptual plans when ready.

Thanks,

Truong M. Nguyen | Shareholder
ORAT/ROBINSON

591 West Main Street, Suite 1400 | Orlando, Florida 32801
Tel: 407-443-8800 | P: 407-443-8800
Email: | Mlinsky | Mlinsky

Facebook | LinkedIn | Twitter

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From: Kurt, Amy (kurt.amy@orange-fl.com)
Sent: Thursday, August 18, 2016 1:38 PM
To: Truong M. Nguyen
Cc: Michele Linsky; mclinsky@orange-fl.com
Subject: RE: Wilderness Country Club

Truong

The HOA Board hopes your client will promptly provide a purchase price for Tract A and the clubhouse and related matters for their consideration.

Kurt

Tract A is "Open Space" under Code Definition

- Tract A falls within the definition of "Open Space" under the County Code (old and new):
 - Open space shall mean lands set aside for the following:
 - The protection of natural resources (such as uplands, wildlife habitats and groundwater recharge areas) and areas unsuitable for development due to natural hazards (such as wetlands, floodplains and areas of unsuitable soil);
 - Recreation areas; or
 - The enhancement of the developed urban environment (including buffer areas, landscaped areas, plazas and hardscapes).

▪ Sec. 24-26 County Code (old and new).

Permanent Open Space

▪ The only mention of dedication of development rights in Cluster Zoning provisions is in the context of preserving either open space or conservation areas.

- Sec. 38-557 (current)
- Requires "assuring the maintenance of all common open space areas in perpetuity."
- Sec. 7, Art. XXXVI (1984 Code)
- Sec. 8, Art. XXXVI (1984 Code)

Tract A is "Common Open Space"

In addition to meeting the definition of "open space," Tract A" also meets the definition of "common open space"

The County Code (old and new) define "common open space" as "a type of open space designed and intended for use or enjoyment of the occupants of a project."

- Sec. 24-26, County Code:

The Tract A open space was of course intended for the "enjoyment of the occupants" of the subdivision, as it forms an integral part of the community layout.

Tract A is "Common Open Space"

Both the County and the original developer entities acknowledged that Tract A was intended for the use and/or enjoyment of the subdivision lot owners.

The BZA, when it approved the golf course as a special exception on Tract A, stated on the record: "The proposed recreational use is a permanent facility to serve the residents of the Butler Bay Subdivision."

- BZA Meeting Minutes 2-2-89.

The original developer entities (current applicant's predecessors-in-interest) executed and recorded an agreement "acknowledg[ing] and agre[e] that construction of the Golf Course will mutually benefit the lands adjacent to the Golf Course ... By enhancing the value of subdivision lots to be located thereon."

- Agreement and Consent Relating to construction of the Golf Course (6-23-85)

"Common Open Space" is Permanent

The purpose of a development rights dedication or other method of securing "common open space" is to "guarantee that common open space areas shall remain in such a state as to maintain the natural character of the area."

- Sec. 7, Art. XXXVI (1985 Code).
- Sec. 38-557(b) (current Code)

Thus, the Code requires the dedication of development rights to be permanent.

Declaration of Covenants, Conditions and Restrictions for Butler Bay Unit Three

Definitions:

- "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties intended to be devoted to the common use and enjoyment of the owners of the Properties...
- "Properties" shall mean and refer to the Subdivision, as hereinafter defined...
- "Subdivision" shall mean and refer to Butler Bay Unit Three, according to the plat thereof as recorded in Plat Book 18, Pages 4-9 of the Public Records of Orange County, Florida.

Amended and Restated Declaration of Covenants, Conditions and Restrictions:

Article 1, Section 2. Amendment to Declaration. ... "It is further intended that this Declaration supersede and act in substitution and replacement of the Prior Declarations, in toto, to the extent enforceable under the law and in equity."

Permanent Open Space

KEY POINTS:

Tract A constitutes "open space." All "open space" dedicated as part of a cluster district must remain permanent, regardless of its status as "common open space" or a "common area." This requirement goes to the heart of the purpose of cluster zoning to "enhance the living environment through the creation of permanent open space."

- Sec. 38-55a (current)
- Sec. 1(2), Art. XXXVI (1985 Code).

Tract A also constitutes "common open space." A "common open space" dedication must "guarantee that common open space areas shall remain in such a state as to maintain the natural character of the area." This is the reason the County required the development rights dedication.

- Sec. 7, Art. XXXVI (1985 Code).
- Sec. 38-557(b) (current Code)

The Code requires that all private parks and recreation areas included in subdivisions be dedicated as common areas for the use or enjoyment of the subdivision lot owners. This is another reason for requiring the development rights dedication.

- Sec. 34-55(a) (important distinctions exist between the current version and the version in effect at the time of the original development approvals, which did not require ownership by a homeowners association)

What have the Courts said?

- At least one Florida court has recognized that open space secured by the transfer of development rights should be permanent
- *Hollywood v. Hollywood*, 433 So. 2d 1332 (Fla. 4th DCA 1983)
- The court upheld an ordinance providing for the transfer of development rights between properties in exchange for a development credit, and requiring conveyance of the transferring property to the city as a way of securing open space
- The developer argued that it should not be required to permanently convey property to the city to secure open space
- The court disagreed: "To us, the *quid pro quo* is what should control: If the developer takes advantage of the increased density transferred and builds accordingly, does that not mean the preservation of open space is forever? We certainly hope so."
- The court recognized that where a developer receives something in return for dedicating or conveying property as open space, it should be permanent.
- In the instant matter, the developer received a property rezoning and subdivision plan approval in exchange for the dedication of open space.

Law Re. Public Dedications

- This bears repeating: publicly dedicated rights are held in trust and may not be diverted to benefit a private interest absent specific legislative authorization.
- Transfer or vacation of development rights is not specifically authorized by statute or County Charter/Code, and for good reason.