

This document prepared by
Di Masl Burton, P.A.
801 N. Orange Ave., Suite 500
Orlando, Florida 32801

**CERTIFICATE OF AMENDED AND RESTATED DECLARATION OF COVENANT'S, CONDITIONS
AND RESTRICTIONS**

THIS CERTIFICATE OF AMENDED AND RESTATED DECLARATION OF COVENANT'S, CONDITIONS AND RESTRICTIONS ("Amendment") was made and entered into on this 23rd day of December, 2024 by the members of The Forest Club, Inc. ("Association"), whose address is c/o Bono and Associates, LLC, 766 N. Sun Drive, Lake Mary, Florida 32746.

WITNESSETH

WHEREAS, the Association is a not-for-profit homeowners association operating pursuant to Chapter 720, Florida Statutes; and

WHEREAS, the Association, is governed by, among other documents, that certain Declaration of Covenants, Conditions and Restrictions for The Forest, recorded on April 5, 1977, at Official Records Book 1117, Page 1760 of the Public Records of Seminole County, Florida, as such has been amended and/or supplemented from time to time, including by the Notice of Preservation of Covenants and Restrictions, recorded at Official Records Book 4940, Page 1683 of the Public Records of Seminole County, Florida (collectively "Declaration"); and

WHEREAS, Article V, Section 12 (as amended) of the Declaration provides that the Declaration may be amended in whole or in part by an instrument in recordable form duly executed by not fewer than two-thirds (2/3) of the total OWNERS; and

WHEREAS, the members of the Association desired to amend certain provisions of the Declaration as more particularly set forth hereinafter within the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FOREST CLUB, INC., also known as the AMENDED AND RESTATED DECLARATION OF COVENANT'S, CONDITIONS AND RESTRICTIONS attached hereto; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association, by execution of an instrument in recordable form by two-thirds of the total OWNERS of the Association agree as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made a part of this Amendment as if more fully set forth herein.

2. **Definitions.** Unless otherwise expressly set forth in this Amendment, capitalized terms appearing in this Amendment shall have the meanings ascribed to those terms by the Declaration or Bylaws as applicable.

3. **Amendments.** The following amendments are hereby made to the respective provisions of the Declaration:

Substantial rewording. See governing documents for current text.

See attached DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FOREST CLUB, INC., also known as the AMENDED AND RESTATED DECLARATION OF COVENANT'S, CONDITIONS AND RESTRICTIONS.

4. **Construction.** To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Declaration, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Declaration shall remain in full force and effect and unchanged in any manner. Moreover, while the instruments instrument in recordable form duly executed by not fewer than two-thirds (2/3) of the total OWNERS evidencing approval are available in the Association's official records, such will not be recorded with this Amendment.

5. **Headings.** The paragraph headings have been inserted for convenience and reference only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

6. **Severability.** Invalidity of any of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing has been adopted in accordance with the Declaration and has been executed by the following on December 23, 2024.

Witnesses 1:

Signature: [Signature]
Print Name: JAMES HEIL

Address: 513 W CRAWFORD BLVD
LC MANY FLA

Witness 2:

Signature: [Signature]
Print Name: Linda Vandervilla

Address: 565 Pine Needle Ct
Lake Mary FL

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

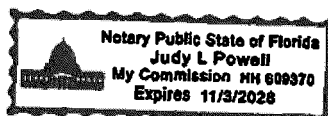
Association:

Signature: [Signature]
Print Name: James Miller
Address: 584 E Club Blvd Lake Mary

As President of The Forest Club, Inc.

SWORN TO AND SUBSCRIBED before me, ☐ by means of physical presence or ☐ online notarization, this 23rd day of Dec., 2024, by James Miller as President of The Forest Club, Inc. who is personally known to me, and who did take an oath.

[Signature]
Notary Public
My Commission Expires: 11/3/2028



**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE FOREST CLUB, INC.**

KNOW ALL MEN BY THESE PRESENTS, That this AMENDED and Restated Declaration of Covenant's, Conditions and Restrictions, made and entered into by the Forest Club, Inc., a Florida corporation not for profit.

WHEREAS, THE FOREST CLUB, INC., is successor in interest to the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ORLANDO by assignment dated November 8, 1985 and recorded on November 25, 1985 in OR book 1689, pages 0919 through 0923, PRSC; and WHEREAS, pursuant to rights granted in the Declaration of Covenants, Conditions and Restriction for THE FOREST dated April 5, 1977, (recorded in OR Book 1117, page 1760 et seq., Public Records; Seminole County, Florida) and as preserved in July 30, 2003 (recorded OR Book 4940, page 1683) as amended July 6, 1978 (recorded in OR Book 1176, Page 1734 through 1739 et seq. of said County) and as amended April 2, 1986 (recorded in OR Book 1722, page 0109 et seq. of said County) and as amended June 6, 1989 (recorded in OR Book 2075, page 0461 et seq. of said County) and as amended July 30, 2003 (recorded in OR Book 04940, page 1730 et seq of said County) and as amended July 13, 2023 (recorded in OR Book 10472, page 270 et seq of said County) and as amended November 12, 2024 (recorded in OR Book 10725, pages 1202-1204 of said County) and in accordance with Article VII, Section 12, as amended has the authority to amend the DECLARATION.

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and hereinafter referred to as the properties; and

WHEREAS, Declarant deems it desirable that all of the property described in the attached Exhibit "A", will be subject to the covenants, conditions and restrictions set forth in this Declaration, and

WHEREAS, Declarant deems this to be a not for profit Fifty-Five+ (55+) residential community covering the property described in Exhibit "A", to be known as The Forest, with open spaces and other common facilities for the benefit of the said community;

NOW, THEREFORE, Declarant declares that the real property described in Exhibit "A", is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charters and liens hereinafter set forth.

ARTICLE 1

DEFINITIONS

- Section 1. THE FOREST CLUB shall refer to THE FOREST CLUB, INC., a Florida Corporation not for profit, it's successors and assigns.**
- Section 2. PROPERTIES shall refer to the real property attached hereto as Exhibit A and such additions as may here-after be brought within the jurisdiction of the Covenants.**
- Section 3. COMMON AREAS shall mean all real property, including the improvements thereon, owned or leased by THE FOREST CLUB for the common use and enjoyment of the residents of THE FOREST.**
- Section 4. LOT shall mean any platted plot of land capable of having a privately owned home thereon as may be so shown on the recorded plat of THE FOREST, excluding common areas.**
- SECTION 5. OWNER shall mean the fee simple owner or owners of record of a lot in THE FOREST, whether or not said person(s) or entity actually**

occupies said lot. The term MEMBER when used here or in the BYLAWS shall be synonymous with the term OWNER.

SECTION 6. TENANT shall mean any person lawfully occupying a living unit in THE FOREST other than an OWNER.

SECTION 7. LIVING UNIT shall mean any lot together with a single story manufactured home situated thereon suitable for use and occupancy as a residence by a single family.

SECTION 8. BYLAWS shall mean statements of purpose, organization and functions regulating the internal affairs of the corporation.

SECTION 9. RULES AND REGULATIONS shall mean the published rules and regulations established from time to time by THE FOREST CLUB which shall govern the conduct of all residents and those who come into THE FOREST.

SECTION 10. QUORUM- Such a number of members of a body as is competent to transact business in the absence of the other members. What constitutes a quorum so as to allow the official conduct of business by THE FOREST CLUB or any of its Boards or other business entities shall be established by the Bylaws for THE FOREST CLUB.

SECTION 11. PROXY- A person who is substituted by another to represent him and vote for him. (Also refers to the instrument appointing such person.) Wherever a proxy vote is allowed pursuant to the Bylaws, it shall be on the form provided by THE FOREST CLUB, which form shall contain the general nature of the matter to be considered for which the Proxy is given; shall specify the meeting for which the Proxy is given; and shall specify whether the holder is bound to any particular voting instructions.

SECTION 12. ABSENTEE BALLOT – A written vote on a particular issue made on a form provided by THE FOREST CLUB and signed by the person entitled to vote when such person is physically absent from the meeting at which the vote is to be cast; once an absentee ballot is received, the individual shall be considered as having voted just as if present in person. The Bylaws shall prescribe the form and procedure for absentee balloting.

SECTION 13. DECLARANT – When used, this term shall refer to THE FOREST CLUB, INC.

ARTICLE II

Property Rights

SECTION 1. RULES AND REGULATIONS. All property rights of all OWNERS AND TENANTS shall be subject to reasonable Rules and Regulations which may from time to time be promulgated and enforced by THE FOREST CLUB.

SECTION 2. EASEMENT OF ENJOYMENT. Every OWNER and TENANT shall have a right and easement of enjoyment in and to the COMMON AREAS, which right shall be appurtenant to and shall pass with the title to every LOT, subject to:

- a. The right of THE FOREST CLUB to charge reasonable fees for the support of the COMMON AREAS.
- b. The right of THE FOREST CLUB to promulgate and enforce reasonable Rules and Regulations.
- c. The right of THE FOREST CLUB to suspend the right of both OWNERS and TENANTS to use the COMMON AREAS for a period not to exceed sixty (60) days for any breach of RULES AND REGULATIONS or these COVENANTS.

ARTICLE III

Membership and Voting Rights

SECTION 1. Every OWNER shall be a voting member of THE FOREST CLUB; said voting membership shall be appurtenant to and may not be separated from the ownership of any LOT and such voting membership shall terminate simultaneously with any termination of ownership.

SECTION 2. Every OWNER shall be entitled to one (1) vote for each lot owned. When more than one person owns a lot, each of said OWNERS shall

be a member of THE FOREST CLUB, but there shall be only one (1) vote attributable to that LOT and they may determine among themselves how their vote shall be exercised. The vote may not be fractionally split, but must be cast as a whole.

SECTION 3. Notwithstanding the above, if an OWNER owns two contiguous LOTS which are assessed as one LOT pursuant to ARTICLE IV, Section 10, then that OWNER shall be entitled to only one (1) vote for both lots.

SECTION 4. TENANTS shall have no voting rights.

ARTICLE IV

Covenant for Assessments

SECTION 1. Creation of the Lien and Personal Obligation for Assessments. Each OWNER of a LOT is deemed to covenant and agree to pay to THE FOREST CLUB:

- a. Annual assessments
- b. Special assessments

The annual and special assessments, together with costs, interest, late fees, and reasonable attorney fees incurred in enforcing and collecting same, shall be secured by a continuing lien and charge upon the LOT against which said assessment is made. In addition, each assessment, together with costs, interest, late fees and reasonable attorney fees shall be the personal obligation of the OWNER at the time said assessment fell due.

SECTION 2. The assessments shall be used exclusively by THE FOREST CLUB to promote the recreation, health, safety and welfare of the OWNERS AND TENANTS of THE FOREST and for the improvement and maintenance of the common area.

SECTION 3. The method and procedure for establishing annual and special assessments for each LOT shall be determined by THE FOREST CLUB as provided in its Bylaws.

SECTION 4. ANNUAL Assessments. The annual assessment shall commence on the first day of the new fiscal year of THE FOREST CLUB. The Board

of Directors shall fix the amount of the annual assessment against each LOT at least thirty (30) days in advance of the beginning of a new fiscal year. The due dates and payment procedure shall be as established from time to time in the Bylaws of THE FOREST CLUB.

SECTION 5. In addition to the foregoing, THE FOREST CLUB may levy special assessments at any time during any fiscal year (applicable to that fiscal year) the purpose of which is to defray, in whole or in part, costs for any construction, reconstruction, improvements, repairs or replacement of any improvement to the COMMON AREAS; provided, however, that such special assessment must be approved by majority of the members voting at a meeting called for that purpose.

SECTION 6. Uniform Rate of Assessment. Except as provided in Article VI, Section 3, annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

SECTION 7. Effect of Nonpayment of Assessments; Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date, in addition to a late fee per installment of assessment, until paid, as outlined in the Bylaws. THE FOREST CLUB may bring an action of law against the OWNER of record at the time the assessment fell due or foreclose the lien on the LOT securing the assessment. No OWNER may waive or otherwise escape liability for the assessments provided for herein by the non-use of the COMMON AREAS or abandonment of the LOT.

SECTION 8. Subordination to the lien of Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of a LOT pursuant to mortgage foreclosure or a proceeding in lieu thereof shall act to extinguish the lien for unpaid assessments which fell due prior to the date of the sale or transfer. Such transfer shall not affect the liability for assessment or the lien for assessments falling due after the date of sale or transfer.

Notwithstanding the foregoing, nothing shall prevent THE FOREST CLUB from meeting any obligations of the OWNER under any mortgage or lien superior to the lien of the assessments in order to

perfect its lien; if so done, all such expenditures including all costs and reasonable attorney fees shall also become part of the assessment protected by the lien.

There shall never be any obligation of THE FOREST CLUB to undertake such expense, only the right to do so at its sole discretion.

SECTION 9. Assessments against COMMON AREAS. There shall be no assessments against COMMON AREAS now owned or hereafter acquired by THE FOREST CLUB.

SECTION 10. Contiguous Lots. If two contiguous lots are owned by a single OWNER and are used solely as the site for a single living unit, then during said use the lots shall be assessed as a single lot.

ARTICLE V

Architectural Control

SECTION 1. Architectural Review. No building, fence, wall or other structure shall be commenced, erected or maintained upon any LOT nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the proposed improvement shall have been submitted to and approved in writing by THE FOREST CLUB. The submittal shall also contain such other information as may be reasonably required by THE FOREST CLUB.

SECTION 2. THE FOREST CLUB shall review the submittal with regard to the following items:

- a. Harmony of external design and location in relation to surrounding structures and topography.
- b. Size of proposed improvement and location on the LOT.

SECTION 3. Residents must comply with building and zoning regulations of the City of Lake Mary, Seminole County, and the State of Florida, including obtaining proper building permits.

SECTION 4. In the event THE FOREST CLUB fails to approve or disapprove such proposed improvement within thirty (30) days after all requested information has been provided to THE FOREST CLUB, approval shall

no longer be required as to that submittal and this section shall be deemed to have been complied with.

ARTICLE VI

Exterior Maintenance

SECTION 1. Maintenance of Premises. It shall be the obligation of each OWNER AND TENANT to maintain the exterior of LOT premises, including improvements thereon, in a neat and clean manner.

SECTION 2. Failure to Maintain. When a LOT is deemed by the association to be out of compliance, a violation notice is mailed to the owner indicating the required repairs needed to bring the LOT into compliance. If 3 violation notices are issued to the owner for the same item(s), the management company shall then refer the issue to the Board of Directors, who may then engage the Grievance Committee. The LOT owner has the opportunity to explain their situation to the members of the Grievance Committee, then that committee may make a recommendation to the Board as to whether a waiver should be granted or if the Board should pursue litigation or other form of Covenant Enforcement as permitted by law. The Board may consider the recommendation of the committee but may act as it determines to be in the best interest of the Associations, which may include litigation or other form of covenant enforcement.

SECTION 3. Costs to become part of assessments. The costs of said maintenance thus incurred shall be added to and become a part of the annual assessment, shall constitute a lien on the LOT, and shall be payable in full within thirty (30) days of the date it is billed to the OWNER. Failure to pay shall entitle THE FOREST CLUB to all remedies due to nonpayment of assessments.

ARTICLE VII

General Restrictions

- SECTION 1. Use Restrictions.** No Lot may be used for purposes other than a single-family residence. Notwithstanding any other provision herein the Board of Directors shall have the authority and power to adopt reasonable rules and regulations concerning the use of the Properties, provided that such rules may not be inconsistent with the express provisions of this Declaration, or the Articles of Incorporation or the Bylaws, as amended from time to time. The failure of a superior document to address a subject, or to address it in all respects, shall not be construed to imply that a rule on the same subject, or on a different aspect of the same subject is necessarily inconsistent with the superior document.
- SECTION 2. Motor Vehicles.** No automobile or other motor vehicle may be painted, refinished, disassembled or repaired in THE FOREST; however, that in the event of an emergency, repairs of a minor nature may be undertaken.
- SECTION 3. Parking of Vehicles at the LOT.** Only currently licensed and operating passenger vehicles may be parked at the LOT providing that such parking is restricted to the driveway and carport areas. No overnight parking is permitted on the street adjacent to the LOT.
- SECTION 4. All other currently licensed vehicles, including boats, trailers, travel trailers, motor homes, commercially licensed vehicles may not be stored, parked or temporarily parked on any LOT, driveway or street adjacent thereto, but shall be parked and stored in the storage area (if any) provided by THE FOREST CLUB for such purpose.**
- SECTION 5. Pets.** Only small domestic pets will be allowed subject to the Rules and Regulations promulgated and enforced from time to time by THE FOREST CLUB on all LOTS
- In no event shall any pet be kept or maintained for commercial or breeding purposes.

SECTION 6. Regulation of Gates. THE FOREST CLUB shall establish as part of its Rules and Regulations reasonable hours for the opening of each exit and entrance to THE FOREST.

SECTION 7. Signs. No signs or nameplates of any kind shall be erected on any LOT so as to be visible from the street except as are previously approved by THE FOREST CLUB. OWNER or TENANT identification signs shall be allowed if in conformity with the Rules and Regulations; real estate signs displayed temporarily for the sale or rental of that LOT, if the size and configuration are also in conformity with the Rules and Regulations (and clearly state "FOR SALE" or "FOR RENT") shall also be permitted.

SECTION 8. Age of Residents; From and after June 6, 1989, at least one (1) person occupying each unit must have attained the minimum age of fifty-five years prior to occupancy. So long as at least one resident in the unit has attained this minimum age, no other person may occupy the unit unless and until such person has attained the minimum age of fifty (50) years;

It is the intent of this provision that the community comply with the Fair Housing Amendment Act of 1988, and the Housing for Older Persons Act of 1995 as the same may be amended from time to time. These laws currently require that not less than eighty (80) percent of the Lots at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of insuring that the foregoing required percentage of occupancy by older persons are maintained at all times. Recognizing that the remaining twenty (20) percent is intended to cover the unforeseen exigencies of life (i.e. death, divorce hospitalization), which may result in a Lot that was formerly in compliance with this restriction being involuntarily without at least one occupant of at least fifty-five (55) years of age. In such situations the unit may continue to be occupied by the remaining occupants, so long as at least eight (80) percent of the Lots continue to have at least one resident fifty-five (55) years of age or older.

The Board or its designee shall have the sole and absolute authority to deny occupancy of a Lot to any person(s) who would not comply with this restriction. To comply with the requirements of law, the

Board or its designee is hereby empowered to require submission of information about each proposed occupant and to require prior approval for all occupants as to compliance with the age limitations contained in this section. The Board may require forms of proof of age acceptable under the foregoing statutory authority and shall at all times maintain a current census of all occupants in the Properties.

The Association shall be empowered to enforce this provision and such enforcement may include the right to cause the removal of any unapproved occupants. Any person who occupies a Lot prior to obtaining approval of the Board or its designee, and any person allowing another to occupy a Lot prior to obtaining approval shall be held to have agreed that occupancy may not thereafter be considered by the unauthorized occupant unless and until the unauthorized occupant shall have first vacated the Lot.

In any action taken to enforce the provisions of this section any prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

SECTION 9. Severability. Invalidation of any one of these Covenants or Restrictions by judgement or Court Order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 10. Enforcement. Enforcement of these covenants may be by proceeding at law or in equity against any person or entity violating or attempting to violate or circumvent any covenant, any proceeding can be brought in the name of THE FOREST CLUB, INC. or in the name of any OWNER, their successors and assigns. Failure to enforce any portion hereof shall not constitute a waiver or estoppel to enforce subsequent violations. In any action to enforce the provisions of this Declaration, the Articles of Incorporation, The By-Laws, as amended, or of any Rules and Regulations adopted by the Board of Directors, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including those incurred by instituting action and those resulting from any appellate proceedings. Such fees and costs shall constitute an

individual assessment against the Lot and person of the non-prevailing owner, and if unpaid for more than thirty (30) days, shall be collected in the manner provided in Article IV hereof for collection of other delinquent assessments.

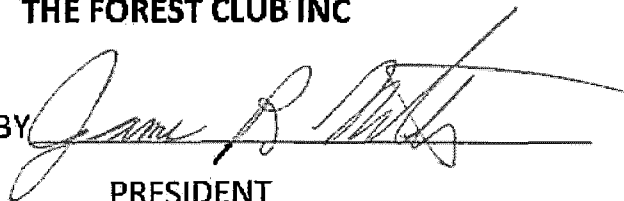
SECTION 11. Term. These Covenants shall remain in full force and effect and shall run with and bind the land subject to this Declaration for an initial term ending April 5, 2007. Upon the expiration of this initial term, this Declaration shall be automatically extended for successive periods of ten (10) years unless two-thirds (2/3) of the OWNERS shall affirmatively vote to terminate the same.

SECTION 12. Amendment. This Declaration may be amended in whole or part by an instrument in recordable form duly executed by not fewer than two-thirds (2/3) of the total OWNERS. No such amendment shall be effective until such time as it is duly recorded in the Public Records of Seminole County, Florida.

SECTION 13. Leases for certain Owners. For all Owners who acquire title to a Lot after July 13, 2023, and for all other Owners that so consent, (pursuant to Florida Statute 720.306(1)(h)(2023)). The following provisions shall apply only to such Lots: no Lot, or portion thereof, may be rented or leased to any individual or entity, or subject a rental agreement of any nature, for any length of time, by any Owner or any other person claiming any interest in such Lot.

THE FOREST CLUB INC

BY



PRESIDENT

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES R. MILLER, well known to me to be the President of the Corporation named as Declarant in the foregoing instrument, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said Corporation, and that the seal affixed thereto is the true Corporate Seal of said Corporation.

WITNESS MY HAND AND OFFICIAL SEAL IN THE Count and State last aforesaid this 14 day of November, 2024



Notary Public

My Commission Expires: Nov 23, 2025

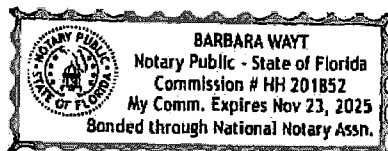


EXHIBIT A

THE FOREST, CITY OF LAKE MARY, SEMINOLE COUNTY, FLORIDA

DESCRIPTION:

From the Southwest corner of Section 8, Township 20 South, Range 30 East, Seminole County, Florida, run East 1528.99 ft. along the South line of said Section 8; thence North, 40.00 ft. to the North right of way line of Lake Mary Boulevard and the Point of Beginning. Continue thence North, 45.00 ft.; thence East, 100.00 ft.; thence North, 105.00 ft., thence West, 64.09 ft; thence N 13°16'25" W, 102.12 ft. to a point on a curve to the left, with a radius of 230.00 ft.; thence from a tangent bearing S 82°28'11" W, 40.00 ft. to a point on a curve to the right with a radius of 270.00 ft. along the arc of said curve; run thence N 17°27'32" W, 112.66 ft; thence N 88°52'46" E, 62.10 ft; thence S 86°45'49" E, 136.00 ft; thence N 45°04'06" E, 86.00 ft; thence N 40°27'18" E, 97.36 ft; thence N 03°13'56" W, 37.54 ft; thence N 46°32'48" W, 32.87 ft; thence N 08°02'22" E, 45.29 ft; thence N 13°08'23" E, 48.60 ft; thence N 19°28'03" W, 106.00 ft; thence N 86°36'15" W, 115.00 ft; thence N 82°13'23" W, 82.07 ft; thence N 33°34'51" W, 151.20 ft. to a point on a curve to the left with a radius of 230.00 ft; thence from a tangent bearing of S 73°28'18" W, run Southwesterly 78.92 ft. along the arc of said curve, to a point of tangence; thence S 53°48'45" W, 30.81 ft; thence N 36°11'15" W, 40.00 ft; thence S 53°48'45" W, 114.19 ft. to the point of curvature of a curve to the right with a radius of 360.00 ft; thence Westerly 445.68 ft. along the arc of said curve to a point of tangence; thence N 55°15'19" W, 78.24 ft. to the point of curvature of a curve to the right with a radius of 13.72 ft; thence Northerly, 20.42 ft along the arc of said curve to a point of reverse curve of a curve to the left with a radius of 220.00 ft; thence Northerly 172.26 ft' along the arc of said curve; thence N 69°46'08" E, 195.04 ft; thence N 01°13'41" W, 90.00 ft; thence N 89°56'28" W, 80.00 ft; thence N 01°13'41" W, 70.00 ft to the North line of the South ½ of the SW ¼ of the aforesaid Section 8; thence N 89°56'28" W, 875.51 ft. along said North line to a point 25.00 ft. East of the NW corner of said South ½ of the SW ¼ Section 8 ; run thence S 00°33'45" W, 964.25 ft. parallel to the West line of the SW ¼ of Section 8, to the North right of way line of Sanford Avenue; thence S 69°02'20" E, 544.23 ft. along said North right of way to a point of curvature of a curve to the left with a radius of 1798.20 ft; run thence Southeasterly, 456.83 ft. along the arc of said curve and through a central angle of 14°33'21" to the North right of way line of Lake Mary Boulevard. Said right of way being 40.00 ft. North of the South line of the aforesaid Section 8; thence East 555.00 ft. along said right of way to the Point of Beginning.

Containing 36.673 acres.

THE FOREST, PHASE TWO, SECTION ONE – SECTION 8, TOWNSHIP 20 SOUTH, RANGE 30 EAST
CITY OF LAKE MARY, SEMINOLE COUNTY, FLORIDA

DESCRIPTION:

Commencing at the Northwest corner of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 20 South Range 30 East, Seminole County, Florida and run S. $89^{\circ}56'28''$ E. along the North line of said South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 8, and the Northerly line of the Forest as recorded in Plat Book 20, pages 49 through 52 inclusive, Public Records of Seminole County, Florida, and an Easterly projection thereof 1410.26 feet to the point of beginning; Thence continue S. $89^{\circ}56'28''$ E. Along said North line of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 8, a distance of 562.38 feet, thence S $06^{\circ}23'41''$ E. 222.37 feet; thence S $30^{\circ}26'19''$ E 40.00 feet; thence S $59^{\circ}33'41''$ W. 32.55 feet; thence S. $18^{\circ}51'36''$ E. 140.58 feet; Thence S. $08^{\circ}36'56''$ W. 137.55 feet; Thence S. $85^{\circ}20'58''$ E. 26.04 feet; Thence S $36^{\circ}38'14''$ W. 107.93 feet; Thence S $06^{\circ}29'19''$ W. 41.56 feet; Thence South 173.61 feet to a point on the North right of way line of Lake Mary Boulevard, said point lying 40.00 feet North of the South line of aforesaid Section 8; Thence run West along said North right of way line 278.15 feet to the Southeast corner of aforesaid The Forest; Then run along the Easterly boundary of said The Forest, North 45.00 feet to the Southwest corner of Lot 1, Block "A" of said The Forest, thence continue along the Easterly right of way line of Forest Boulevard as shown on the Plat of said The Forest through the following courses and distances; then North 35.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 200.00 feet and a central angle of $30^{\circ}19'57''$; thence run Northwesterly along the arc of said curve 105.88 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 100.00 feet and a central angle of $13^{\circ}10'18''$, thence run Northwesterly along the arc of said curve 22.99 feet to point of tangency; thence N. $17^{\circ}09'39''$ W. 23.69 feet to the point of curvature of a curve concave Southeasterly having a radius of 10.00 feet and a central angle of $86^{\circ}46'04''$; thence run Northeasterly along the arc of said curve 15.14 feet to the point of tangency; thence N. $20^{\circ}23'35''$ W. 40.00 feet to a point on a curve concave Southeasterly having a radius 270.00 feet; thence from a tangent bearing of N. $69^{\circ}36'25''$ E. Run Northeasterly along the arc of said curve 325 feet through a central angle of $00^{\circ}41'23''$ to a point on a curve concave Northeasterly having a radius of 10.00 feet; thence from a tangent bearing of S. $70^{\circ}17'48''$ W. run Northwesterly along the arc of said curve 16.03 feet through a central angle of $91^{\circ}51'17''$ to the point of reverse curvature of a curve concave Southwesterly having a radius of 220.00 feet; thence run Northwesterly along the arc of said curve 77.09 feet through a central angle of $20^{\circ}04'41''$ to the Northwesterly corner of Lot 1, Block "E", of said The Forest; thence leaving aforesaid Easterly right of way line run N. $52^{\circ}34'31''$ E. along the Northerly line of said Lot 1, Block "E", 74.00 feet to a point on the Easterly boundary of said The Forest; thence run along said Easterly boundary of said The Forest; thence run along said Easterly boundary through the following courses and distances: Thence N. $88^{\circ}52'46''$ E. 62.10 feet; thence S. $86^{\circ}45'49''$ E. 136.00 feet; thence N. $45^{\circ}04'06''$ E. 86.00 feet; thence N. $40^{\circ}27'18''$ E. 97.36 feet; thence N. $03^{\circ}13'56''$ W. 37.54 feet, thence N. $46^{\circ}32'48''$ W. 32.87 feet; thence N. $08^{\circ}02'22''$ E. 45.29 feet; thence N. $13^{\circ}08'23''$ E. 48.60 feet; thence N. $19^{\circ}28'03''$ W. 106.00 feet; thence N. $86^{\circ}36'15''$ W 115.00 feet; thence N. $82^{\circ}13'23''$ W. 82.07 feet; thence N. $33^{\circ}34'51''$ W. 151.20 feet to a point on a curve concave Southeasterly having a radius of 230.00 feet and a central angle of $19^{\circ}39'33''$;

**THE FOREST PHASE TWO, SECTION TWO – SECTION 8, TOWNSHIP 20 SOUTH,
RANGE 30 EAST CITY OF LAKE MARY, SEMINOLE COUNTY, FLORIDA**

DESCRIPTION:

Thence from a tangent bearing of S. 73°28'18" W. run Southwesterly along the arc of said curve 78.92 feet to the point of tangency; thence S. 53°48'45" W. 30.81 feet; thence N. 36°11'15" W. 40.00 feet; thence S. 53°48'45" W. 114.19 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet; thence run Westerly along the arc of said curve 34.94 feet through a central angle of 05°33'40" to a point; thence N. 28°08'37" W. 128.64 feet; thence N. 69°49'15" E. 110.75 feet to a point on a curve concave Easterly having a radius of 170.00 feet; thence from a tangent bearing of N. 11°37'42" W. run Northerly along the arc of said curve 54.53 feet through a central angle of 18°22'42" to a point; thence from a tangent bearing of N. 06°45'00" E. run N. 83°15'00" W. 146.26 feet; thence N. 27°52'45" E. 257.01 feet; thence S. 89°56'28" E. 158.67 feet; thence N. 00°03'32" E. 20 feet to the point of beginning, containing therein 13.8187 acres more or less; replatting Lots 1, 2 and 3, Block "A", and Lot 1 Block "E" of aforesaid The Forest as recorded in Plat Book 20, Page 49 through 52, Public Records of Seminole County, Florida.

Commencing at the Northwest corner of the South ½ of the Southwest ¼ of Section 8, Township 20 South, Range 30 East, Seminole County, Florida and run S. 89°56'28" E. along the North line of said South ½ of the Southwest ¼ of Section 8, The Northerly line of The Forest as recorded in Plat Book "20", Pages 49 through 52 inclusive, Public Records of Seminole County, Florida, an Easterly projection thereof, and the Northerly line of the Forest Phase two- Section one, as recorded in Plat Book "23", Pages 23 and 24, Public Records of Seminole County, Florida, a distance of 1971.64 feet to the point of beginning; thence continue S. 89°56'28" E. along said North line of the South ½ of the Southwest ¼ of Section 8, a distance of 662.30 feet to the Northeast corner of said South ½ of the Southwest ¼ of Section 8; thence run S. 00°29'54" W. along the East line of aforesaid Southwest ¼ of Section 8, a distance of 1280.58 feet to a point on the north right of way line of Lake Mary Boulevard; said point lying 40.00 feet N. 00°29'54" E. from the Southeast corner of said Southwest ¼ of Section 8; thence run West along said right of way line parallel with the South line of said Southwest ¼ of Section 8, a distance of 829.65 feet to the Southeast corner of aforesaid The Forest Phase Two – Section one; thence run along the Easterly line of The Forest Phase Two – Section one, the following courses and distances; thence run North 173.61 feet; thence N. 06°29'19" E. 41.56 feet; thence N. 36°38'14" E. 107.93 feet; thence N. 42°37'07" E. 285.00 feet; thence N. 03°59'27" W. 227.43 feet; thence N. 85°20'58" W. 26.04 feet; thence N. 08°36'56" E. 137.55 feet; thence N. 18°51'36" W. 140.58 feet; thence N. 59°33'41" E. 32.55 feet; thence N. 30°26'19" W. 40.00 feet; thence N. 06°23'41" W. 222.37 feet to the point of beginning;

Containing therein 19.75 acres more or less.