THIS PLAN HAS BEEN AMENDED. SEE INSIDE COVER.

NEW YORK COMMUNITY DEVELOPMENT DISTRICT OFFERING PLAN FOR

MIDDLETON

Located at

Central Parkway, City of Wildwood, Sumter, Florida

Initial Offering of Homes	1,000 Homes in Phase I: Unit 1, Phase I: 250 Homes Unit 2, Phase I: 319 Homes Unit 3, Phase I: 144 Homes Unit 3B, Phase I: 13 Homes Unit 4, Phase I: 274 Homes
Future Offering of Homes* *This information provided is based upon Sponsor's present development plan of 4,000 Homes to be developed in a number of Units in four overall Phases; however, Sponsor has not platted any Phase other than Phase I and is reserving the right to modify its development plan in its sole discretion. The Community may ultimately consist of more or less than 4,000 Homes.	Phase II: 1,000 Homes Phase III: 1,000 Homes Phase IV: 1,000 Homes

TOTAL OFFERING:

There is no homeowners' association that owns or maintains any common property, so there is no separately assessed value.

Sponsor
The Villages Development Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Selling Agent
The Villages of Lake-Sumter, Inc.
3619 Kiessel Road
The Villages, Florida 32163

Sponsor's Attorney
Carmel & Reyes PLLC
2141 Wisconsin Ave. NW, Suite M
Washington, DC, 20007

THE DATE OF ACCEPTANCE FOR FILING OF THIS OFFERING PLAN IS:

JULY 19, 2024

SEE PAGE 5 FOR SPECIAL RISKS TO PURCHASERS

THIS OFFERING PLAN IS THE ENTIRE OFFER TO SELL RESIDENCES IN A COMMUNITY THAT ARE SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE

Second Amendment to the
Offering Plan
for
MIDDLETON

Dated: May 18, 2026

7580 Middleton Drive
Middleton, Florida 34762

This is the Second Amendment to the Offering Plan ("Second Amendment") for Middleton. The initial Offering Plan was accepted for filing on July 19, 2024; and the Offering Plan was amended on July 29, 2025 ("First Amendment"). This Second Amendment amends the Offering Plan as follows:

1. UPDATE TO OFFERING

I. The Sponsor is adding the following eight hundred fifty-one (851) Homesites to the Offering Plan:

Phase I	
Unit 3A	Lot Nos. 1-17
Phase II	
Unit 5	Lot Nos. 1-333
Unit 6	Lot Nos. 1-95
Unit 7	Lot Nos. 1-109
Unit 8	Lot Nos. 1-148
Unit 9	Lot Nos. 1-149
Total New Homesites: 851	

II. As of the date of this Second Amendment, approximately eight hundred ninety-three (893) Homes in the Community have been sold.

2. UPDATES TO PART I OF THE OFFERING PLAN

I. LISTING OF LOTS

The chart in the section titled *Introduction* listing Homesites that are currently subject to this offering is updated as follows:

Designation	Homesite Numbers	Date of Plat Recordation
Phase I Unit 1	1-250	October 20, 2022
Phase I Unit 2	1-319	February 15, 2023
Phase I Unit 3	1-144	December 12, 2023
Phase I Unit 3A	1-17	March 12, 2026
Phase I Unit 3B	1-13	January 10, 2024
Phase I Unit 4	1-274	December 12, 2023
Phase II Unit 5	1-333	August 29, 2024
Phase II Unit 6	1-95	January 23, 2025
Phase II Unit 7	1-109	March 26, 2025
Phase II Unit 8	1-148	April 17, 2025
Phase II Unit 9	1-149	August 19, 2025
Total Homesites in current offering	1,851	

II. ESTIMATED CONSTRUCTION SCHEDULE

The chart in the section of Part I of the Offering Plan titled *Rights and Obligations of the Sponsor as Stipulated Under New York Law* is updated as follows:

Phase	Unit	Estimated Lot Completion	Estimated Start of First Home	Estimated Home Build Out
Phase I	Unit 1	1/2023	2/2023	7/2024
Phase I	Unit 2	4/2023	5/2023	10/2024
Phase I	Unit 3	1/2024	3/2024	9/2025
Phase I	Unit 3A	1/2026	8/2026	12/2027
Phase I	Unit 3B	3/2024	5/2024	10/2025
Phase I	Unit 4	6/2024	4/2024	9/2025
Phase II	Unit 5	9/2024	1/2025	7/2026
Phase II	Unit 6	3/2024	5/2025	11/2026
Phase II	Unit 7	5/2025	8/2025	1/2027
Phase II	Unit 8	7/2025	10/2025	4/2027
Phase II	Unit 9	11/2025	2/2026	7/2027

III. COMMON AREA

The chart in the "Common Area" subsection of the section of Part I of the Offering Plan titled *Description of Common Areas and Facilities to be Owned and Maintained by the Community Development District* and in the section of Part I of the Offering Plan titled *Rights and Obligations of the Sponsor as Stipulated Under New York Law* is updated as follows:

Amenity	**Development Stage**	**Estimated Completion Date**
Lake Harlow Park	Phase I	Complete
Dry Creek Park	Phase I	Complete
Thurston Park	Phase II	Complete
Kewadin Park	Phase II	Complete

3. UPDATES TO PART II OF THE AMENDED OFFERING PLAN

I. DEEDS TO MCDDA

"Exhibit B" in Part II of the Offering Plan is hereby updated to include and incorporate the quit claim deeds conveying property and improvements in Unit 3A, Unit 5, Unit 6, Unit 7, Unit 8, and Unit 9 to MCDDA, respectively, attached as **Exhibit A** to this Second Amendment.

II. PLATS

"Exhibit E" in Part II of the Offering Plan is hereby updated to include and incorporate the plats of the Homesites in Unit 3A, Unit 5, Unit 6, Unit 7, Unit 8, and Unit 9 being added with this Second Amendment, attached as **Exhibit B** to this Second Amendment.

III. DECLARATION

"Exhibit H" in Part II of the Offering Plan is hereby updated to include and incorporate the Declarations for Units 3A, Unit 5, Unit 6, Unit 7, Unit 8, and Unit 9, respectively, attached as **Exhibit C** to this Second Amendment.

IV. ADDENDUM TO PURCHASE AGREEMENT

"Exhibit J" in Part II of the Offering Plan is hereby replaced with the New York Addendum, attached to this Second Amendment as **Exhibit D**. The New York Addendum has been revised solely to reflect the filing of this Second Amendment.

4. DISCLOSURES TO EXTEND THE TERM OF THE OFFERING PLAN

I. BUDGET

Attached as **Exhibit E** are copies of the adopted MCDDA Budgets for the 2024-2025 and 2025-2026 fiscal years. As Homes are added to the Community, MCDDA's operation and maintenance costs will likely increase; this may result in an increase in the amount of the Maintenance Assessments imposed upon Owners. Maintenance Assessments can fluctuate up and down from year to year based on the budget adopted by MCDDA for that fiscal year. The amount of the Bond Assessments is set at the time the bond being repaid was issued and is generally fixed for the term of the bond.

II. FINANCIAL STATEMENTS

Attached as **Exhibit F** are copies of MCDDA's audited Annual Financial Reports for the 2023 and 2024 fiscal years.

III. CONTROL BY SPONSOR

There is no master homeowners' association in the Community; the recreational facilities and amenities in the Community are owned and operated by MCDDA, a special purpose governmental entity that is governed by a Board of Supervisors. The members of the Board of Supervisors hold "seats" but are not assigned "positions" as the members of the board of a homeowners' association are.

The Board is initially elected by the Sponsor, then begins transitioning to residents of MCDDA as sales of Homes are made. Election of the members of the Board of Supervisors is dictated by Chapter 190, Florida Statutes. Initially, the five (5) seat Board of Supervisors is elected based upon land ownership. The Sponsor, as a landowner, is entitled to one (1) vote per acre of land in MCDDA owned by it. Commencing six (6) years after the initial appointment of the Supervisors, and once two hundred fifty (250) registered voters (or "qualified electors") reside in MCDDA, the seats will transition ("Turnover") in staggered terms to qualified electors elected by other qualified electors. A "qualified elector" is a registered voter who is a resident of MCDDA and the State of Florida and a citizen of the Unites States. Once the transition begins, eventually all Supervisors will be elected by qualified electors. The frequency of meetings to elect Supervisors will be dictated by Chapter 190, Florida Statutes. Once a district qualifies to have any of its Supervisors elected by the qualified electors of the district, the initial and all subsequent elections by the qualified electors of the district shall be held at the general election in November. Supervisors are elected on a non-partisan basis on the general election ballot. The Sponsor will continue to control the Board after the closing of the first Home and for a period of more than five (5) years thereafter. Because Turnover is dependent upon the pace of sales, the timing in which Turnover will occur varies.

The current Board of Supervisors of MCDDA is made up of Joe Ricciardi (Chair), David Rees (Supervisor), Brandon Matulka (Vice Chair), Lane Munz (Supervisor), and Brandie Rush (Supervisor). Joe Ricciardi, David Rees, Brandon Matulka, and Brandie Rush are employees of affiliates of the Sponsor. Lane Munz is not affiliated with the Sponsor.

IV. LAWSUITS, ADMINISTRATIVE PROCEEDINGS OR OTHER PROCEEDINGS

There are no pending lawsuits, administrative proceedings, or other proceedings, the outcome of which may materially affect the offering, the property, the rights of homeowners, the Sponsor's capacity to perform all of its obligations under the Offering Plan, MCDDA or the operation of MCDDA.

V. SPONSOR'S FINANCIAL DISCLOSURES

i. The estimated aggregate monthly Bond Assessments payable by the Sponsor for unsold Homesites and Homes is $220,000.00. The estimated aggregate monthly Maintenance Assessments payable by the Sponsor for unsold Homesites and Homes is $12,000.00. The foregoing amounts are the gross amounts due from the Sponsor, and the amount paid by the Sponsor is generally decreased by four percent (4%) due to a discount available to the Sponsor. These amounts fluctuate as Homesites and Homes are sold and additional Homesites are platted of record.

ii. The estimated aggregate monthly real estate taxes payable by the Sponsor for unsold Homesites and Homes is $250,000.00. The foregoing amount is the gross amount due from the Sponsor, and the amount paid by the Sponsor is generally decreased by four percent (4%) due to a discount available to the Sponsor. This amount fluctuates as Homesites and Homes are sold and additional Homesites are platted of record.

iii. No unsold Homes are rented by the Sponsor.

iv. Other than payment of Maintenance Assessments, Bond Assessments, and real estate taxes on unsold Homesites and Homes, the Sponsor has no other financial obligations relating to MCDDA and the Community which will become due within the next twelve (12) months.

v. The unsold Homes and Homesites are not subject to any underlying mortgages and are not otherwise represented as security for financing.

vi. The Sponsor will fund its financial obligations stated in paragraphs 4.V(i) and 4.V(ii) from projected sales, and in the event that such sales projections are not met, the Sponsor will use its own funds.

vii. The Sponsor is current, and has been current during the twelve (12) months prior to filing this Second Amendment, on all financial obligations relating to MCDDA and the

Community (including, but not limited to, payment of Maintenance Assessments, Bond Assessments, and real estate taxes on unsold Homesites and Homes).

viii. The Sponsor owns more than ten percent (10%) of unsold homesites and homes in another community, The Villages, which is registered in the State of New York under registration number H88-0051. A copy of the offering plan for The Villages is on file with the Department of Law and is available for public inspection.

ix. The Sponsor and all principals of the Sponsor (which means a principal of the Sponsor with respect to The Villages and not necessarily any other offering), as individuals, general partners or principals of the Sponsor or holders of unsold shares in The Villages, are current in all financial obligations relating to the Community Development Districts in The Villages (including, but not limited to, payment of assessments, reserve or working capital fund payments, assessments and payments for repairs or improvements promised in The Villages offering plan) and on any mortgaging and financial arrangements relating to unsold homes or homesites in The Villages.

5. OFFERING PLAN EXTENSION

This Offering Plan may be used for twelve (12) months from the date this Second Amendment is duly accepted for filing and thereafter said date is to be extended by a subsequent amendment.

THE VILLAGES DEVELOPMENT COMPANY, LLC
Sponsor

Exhibit A

Quit Claim Deeds

- **Quit Claim Deed for MCDDA – Middleton Unit No. 3A**
- **Quit Claim Deed for MCDDA – Middleton Unit No. 5**
- **Quit Claim Deed for MCDDA – Middleton Unit No. 6**
- **Quit Claim Deed for MCDDA – Middleton Unit No. 7**
- **Quit Claim Deed for MCDDA – Middleton Unit No. 8**
- **Quit Claim Deed for MCDDA – Middleton Unit No. 9**

Quit Claim Deed for MCDDA – Middleton Unit No. 3A

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
7580 Middleton Drive
Middleton, Florida 34762

COPY - 2.00
Rec - 18.50
Doc - .70
21.20

Erin C Munz, Sumter County Clerk of Court
Inst: 202660013817 Date: 03/19/2026 Time: 8:41AM
Page 1 of 2 B: 5080 P: 454 By: SD
Doc Stamp-Deed: 0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 16th day of March, 2026, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 7580 Middleton Drive, Middleton, Florida 34762 ("Grantor"), to **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 3571 Kiessel Road, The Villages, Florida 32163 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways and Tracts A, B, C, D, and E of **Middleton Unit No. 3A**, per the Plat recorded in Plat Book 24, Pages 5, 5A through 5B, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plat referenced above (the "Plat"), and **subject to** all restrictions imposed against such lands on the Plat.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

[Signatures on following page]

Erin C Munz, Sumter County Clerk of Court
Inst: 202660013817 Date: 03/19/2026 Time: 8:41AM
Page 2 of 2 B: 5080 P: 455 By: SD
Doc Stamp-Deed: 0.70

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Print Name: Zoey Devine McNeil
Address: 7580 Middleton Drive
Middleton, Florida 34762

Print Name: Jennifer L. Mutz
Address: 7580 Middleton Drive
Middleton, Florida 34762

~~**THE VILLAGES DEVELOPMENT COMPANY,**~~
LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 10th day of March, 2026, by Martin L. Dzuro, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine McNeil
My Commission Expires: _____
My Commission Number: _____

ZOEY DEVINE MCNEIL
Commission # HH 668718
Expires June 25, 2027

Quit Claim Deed for MCDDA – Middleton Unit No. 5

Rec. 18.50
Doc. 0.70
Copy 2.00
21.20

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460038662 Date: 09/25/2024 Time: 12:43PM
Page 1 of 2 B: 4723 P: 63 By: BO
Doc Stamp-Deed: 0.70

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 17th day of September 2024, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways and Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, and O of **Middleton Unit No. 5**, per the Plat recorded in Plat Book 22, Pages 12, 12A through 12K, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plat referenced above (the "Plat"), and **subject to** all restrictions imposed against such lands on the Plat.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

[Signatures on following page]

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460038662 Date: 09/25/2024 Time: 12:43PM
Page 2 of 2 B: 4723 P: 64 By: BO
Doc Stamp-Deed: 0.70

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Print Name: Zoey Devine
Address: 3619 Kiessel Road
The Village, Florida 32163

Print Name: Rosemary Karpovich
Address: 3619 Kiessel Road
The Villages, Florida 32163

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 17th day of September, 2024, by Martin L. Dzuro, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

Quit Claim Deed for MCDDA – Middleton Unit No. 6

Rec. 18.50
Doc. 0.70
Copy 2.00
21.20

Erin C Munz, Sumter County Clerk of Court
Inst: 202560010000 Date: 02/28/2025 Time: 9:13AM
Page 1 of 2 B: 4813 P: 192 By: BO
Doc Stamp-Deed: 0.70

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
7580 Middleton Drive
Middleton, Florida 34762

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 24th day of February, 2025, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 7580 Middleton Drive, Middleton, Florida 34762 ("Grantor"), to **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 3571 Kiessel Road, The Villages, Florida 32163 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways and Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, and P of **Middleton Unit No. 6**, per the Plat recorded in Plat Book 22, Pages 34, 34A through 34F, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plat referenced above (the "Plat"), and **subject to** all restrictions imposed against such lands on the Plat.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

[Signatures on following page]

Erin C Munz, Sumter County Clerk of Court
Inst: 202560010000 Date: 02/28/2025 Time: 9:13AM
Page 2 of 2 B: 4813 P: 193 By: BO
Doc Stamp-Deed: 0.70

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Julie Royals
Print Name: Julie Royals
Address: 7580 Middleton Drive
Middleton, Florida 34762

Zoey Devine
Print Name: Zoey Devine
Address: 7580 Middleton Drive
Middleton, Florida 34762

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Robert L. Chandler IV, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 24th day of February, 2025, by Robert L. Chandler IV, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

Zoey Devine
Notary Public – State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____

NOTARY PUBLIC STATE OF FLORIDA
ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

Quit Claim Deed for MCDDA – Middleton Unit No. 7

Rec. 18.50
Doc. 0.70
copy 2.00
21.20

Erin C Munz, Sumter County Clerk of Court
Inst: 202560015764 Date: 04/03/2025 Time: 8:51AM
Page 1 of 2 B: 4834 P: 378 By: BO
Doc Stamp-Deed: 0.70

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
7580 Middleton Drive
Middleton, Florida 34762

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 1st day of April, 2025, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 7580 Middleton Drive, Middleton, Florida 34762 ("Grantor"), to **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 3571 Kiessel Road, The Villages, Florida 32163 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways and Tracts A, B, C, D, E, F, G, J, K, L, M, N, and O of **Middleton Unit No. 7**, per the Plat recorded in Plat Book 22, Pages 44, 44A through 44H, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plat referenced above (the "Plat"), and **subject to** all restrictions imposed against such lands on the Plat.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

[Signatures on following page]

Erin C Munz, Sumter County Clerk of Court
Inst: 202560015764 Date: 04/03/2025 Time: 8:51AM
Page 2 of 2 B: 4834 P: 379 By: BO
Doc Stamp-Deed: 0.70

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Print Name: Zoey Devine
Address: 7580 Middleton Drive
Middleton, Florida 34762

Print Name: Rosemary Karpovich
Address: 7580 Middleton Drive
Middleton, Florida 34762

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 18 day of April, 2025, by Martin L. Dzuro, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

Quit Claim Deed for MCDDA – Middleton Unit No. 8

Rec. 18.50
Doc. 0.70
copy 2.00
21.20

Erin C Munz, Sumter County Clerk of Court
Inst: 202560019479 Date: 04/24/2025 Time: 8:55AM
Page 1 of 2 B: 4848 P: 191 By: BO
Doc Stamp-Deed: 0.70

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
7580 Middleton Drive
Middleton, Florida 34762

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 21st day of April, 2025, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 7580 Middleton Drive, Middleton, Florida 34762 ("Grantor"), to **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 3571 Kiessel Road, The Villages, Florida 32163 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways and Tracts A and B of **Middleton Unit No. 8**, per the Plat recorded in Plat Book 22, Pages 50, 50A through 50E, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plat referenced above (the "Plat"), and **subject to** all restrictions imposed against such lands on the Plat.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

[Signatures on following page]

Erin C Munz, Sumter County Clerk of Court
Inst: 202560019479 Date: 04/24/2025 Time: 8:55AM
Page 2 of 2 B: 4848 P: 192 By: BO
Doc Stamp-Deed: 0.70

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Print Name: Zoey Devine
Address: 7580 Middleton Drive
Middleton, Florida 34762

Print Name: Jennifer L. Mutz
Address: 7580 Middleton Drive
Middleton, Florida 34762

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 21st day of April, 2025, by Martin L. Dzuro, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

Quit Claim Deed for MCDDA – Middleton Unit No. 9

Rec 19.50
Copy 2.00
21.20

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
7580 Middleton Drive
Middleton, Florida 34762

Erin C Munz, Sumter County Clerk of Court
Inst: 202560041225 Date: 08/26/2025 Time: 8:36AM
Page 1 of 2 B: 4933 P: 693 By: ER
Doc Stamp-Deed: 0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 21st day of August, 2025, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 7580 Middleton Drive, Middleton, Florida 34762 ("Grantor"), to **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 3571 Kiessel Road, The Villages, Florida 32163 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways, except Bexley Trail, and Tracts A, B, D, E, F, G, H, and I of **Middleton Unit No. 9**, per the Plat recorded in Plat Book 23, Pages 26, 26A through 26I, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plat referenced above (the "Plat"), and **subject to** all restrictions imposed against such lands on the Plat.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

[Signatures on following page]

Erin C Munz, Sumter County Clerk of Court
Inst: 202560041225 Date: 08/26/2025 Time: 8:36AM
Page 2 of 2 B: 4933 P: 694 By: ER
Doc Stamp-Deed: 0.70

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Print Name: Zoey Devine McNeil
Address: 7580 Middleton Drive
Middleton, Florida 34762

Print Name: Jennifer L. Mutz
Address: 7580 Middleton Drive
Middleton, Florida 34762

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 21st day of August, 2025, by Martin L. Dzuro, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

Notary Public – State of Florida
Print Name Zoey Devine McNeil
My Commission Expires: _____
My Commission Number: _____

ZOEY DEVINE MCNEIL
Commission # HH 668718
Expires June 25, 2027

Exhibit B

Plats

- **Middleton Unit No. 3A Plat**
- **Middleton Unit No. 5 Plat**
- **Middleton Unit No. 6 Plat**
- **Middleton Unit No. 7 Plat**
- **Middleton Unit No. 8 Plat**
- **Middleton Unit No. 9 Plat**

Middleton Unit No. 3A Plat

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS SUBDIVISION ARE RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA IN BOOK 3421 PAGE 365

MIDDLETON UNIT NO. 3A

SHEET 1 OF 3

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 24
PAGE 5

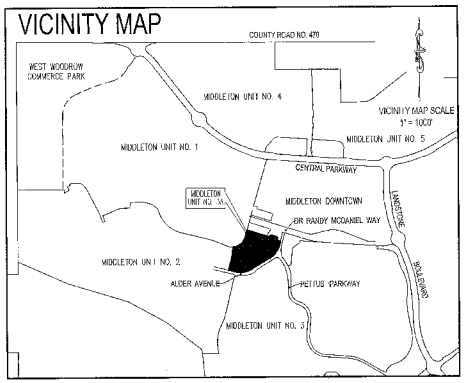
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT "E" PER THE PLAT OF MIDDLETON UNIT NO. 2 AS RECORDED IN PLAT BOOK 20, PAGES 29, 29A THROUGH I 29H, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING FOUR (4) COURSES BEING ALONG THE EASTERLY BOUNDARY LINE OF SAID TRACT "E": RUN N14°02'36"E, 171.56 FEET; THENCE N12°08'24"E, 77.19 FEET; THENCE N09°19'46"E, 49.52 FEET; THENCE N06°36'57"E, 12.83 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTH-WESTERLY, HAVING A RADIUS OF 227.50 FEET AND A CHORD BEARING AND DISTANCE OF N51°16'39"E, 262.36 FEET TO WHICH A RADIAL LINE BEARS S53°26'02"E; SAID POINT ALSO LYING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STAMPEDER TRAIL AS PER THE PLAT OF MIDDLETON UNIT NO. 1 AS RECORDED IN PLAT BOOK 20, PAGES 28, 28A THROUGH I 28H, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF STAMPEDER TRAIL: RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°25'59", AN ARC DISTANCE OF 279.66 FEET TO THE POINT OF TANGENCY; THENCE N16°05'58"E, 126.09 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE OF STAMPEDER TRAIL AND PLAT ED BOUNDARY RUN S73°06'52"E, 351.49 FEET TO THE SOUTHERLY BOUNDARY LINES OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4447, PAGE 372, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING NINE (9) COURSES BEING ALONG THE SOUTHERLY BOUNDARY LINES OF SAID LANDS: RUN S25°01'35"W, 15.91 FEET; THENCE S33°32'45"E, 41.72 FEET; THENCE N56°27'15"E, 8.36 FEET; THENCE N33°32'45"W, 39.06 FEET; THENCE N14°57'15"E, 70.80 FEET; THENCE S72°58'30"E, 122.53 FEET; THENCE S05°06'47"W, 40.99 FEET; THENCE S24°11'37"E, 12.80 FEET; THENCE S86°36'30"E, 53.21 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ALDER AVENUE PER THE PLAT OF MIDDLETON UNIT NO. 3 AS RECORDED IN PLAT BOOK 21, PAGES 6, 6A THROUGH 6"D", PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING SEVEN (7) COURSES BEING ALONG SAID WESTERLY RIGHT OF WAY LINE OF ALDER AVENUE: RUN S14°14'24"W, 57.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 93.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°41'1", AN ARC DISTANCE OF 9.33 FEET TO THE POINT OF TANGENCY; THENCE S19°55'11"W, 58.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 113.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°13'32", AN ARC DISTANCE OF 59.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 66.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°38'45", AN ARC DISTANCE OF 32.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°45'29", AN ARC DISTANCE OF 68.66 FEET TO THE POINT OF TANGENCY; THENCE S58°23'27"W, 59.32 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ALDER AVENUE PER AFORESAID PLAT OF MIDDLETON UNIT NO. 2; THE FOLLOWING THREE (3) COURSES BEING ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF ALDER AVENUE: CONTINUE S58°23'27"W, 358.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°36'05", AN ARC DISTANCE OF 291.43 FEET TO THE POINT OF TANGENCY; THENCE N76°59'28"W, 116.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.81 ACRES, MORE OR LESS.

VICINITY MAP



17 LOTS - 5 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OR PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS ARE BASED ON THE EASTERLY BOUNDARY LINE OF TRACT "E", MIDDLETON UNIT NO. 2 AS RECORDED IN PLAT BOOK 20, PAGES 29, 29A THROUGH 29H, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AS BEING N14°02'36"E.

2.) ALL PLAT LED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A", "B", "C" AND "D" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACT "E" IS FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT (WHETHER BY THE PLAT OR OTHERWISE), TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF MEARS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (C) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY THE APPLICABLE UTILITY COMPANY SERVING THE SUBDIVISION, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC (TO THE EXTENT SUCH COSTS ARE NOT PAID DIRECTLY BY THE RECORD OWNER OF A FEE SIMPLE TITLE TO ANY HOMESITE); (D) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM, INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY OTHER UTILITY PROVIDERS, ON THE CITY OF WILDWOOD; (E) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (F) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES, BUT NOT ANY RAILINGS, LOCATED ON OR ADJACENT TO TRACTS A, B, C, AND D OF THE SUBDIVISION; AND (G) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACT E OF THE SUBDIVISION.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

MIDDLETON UNIT NO. 3A
CONVEYANCE AND GRANT OF EASEMENTS TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC. (THE DEVELOPER) IN TRACTS "A", "B", "C", "D" AND "E" AND THE ROADWAYS SHOWN ON THIS PLA OF MIDDLETON UNIT NO. 3A, IS HEREBY SOLD, CONVEYED AND SET OVER TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT); (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND FOR CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENVIRONMENTAL IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN THEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FACILITIES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES:
SIGNATURE Lindsey Moore
PRINT NAME
7580 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS
SIGNATURE Lisa Carnes
PRINT NAME
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER
BY: MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 4th DAY OF March, 2026, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Lindsey Moore
COMMISSION NO.:
COMMISSION EXPIRES:

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO F.S. CHAPTER 177, AS CERTIFIED BY THE REVIEWER SHOWN BELOW.

MELANIE D. SWINDELAND
DEVELOPMENT SERVICES DIRECTOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS 3 DAY OF MARCH, 2026.

Joshua E. Bailey — SIGNATURE
PRINT NAME
CITY OF WILDWOOD, ATTORNEY

DEVELOPMENT SERVICES DIRECTOR
MELANIE D. SWINDELAND

PUBLIC WORKS DIRECTOR
JEREMY MACKHARRY

PRINT NAME
CITY OF WILDWOOD, ENGINEER

SIGNATURE
CITY OF WILDWOOD, ENGINEER

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT CONFORMS WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE
RONALD W. HERR, P.L.S.
WADE SURVEYING, INC.

3/11/26
DATE

LS 4907
STATE OF FLORIDA

4907
REGISTRATION NO.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, MIDDLETON UNIT NO. 3A, A SUBDIVISION OF LAND HEREIN DESCRIBED AND DOES WITH MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D" AND "E" TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A.

WITNESSES:
(1) SIGNATURE Lindsey Moore
PRINT NAME
7580 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS
(2) SIGNATURE Lisa Carnes
PRINT NAME
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER
BY: MARTIN L. DZURO, MANAGER

WITNESSES:
(1) SIGNATURE Lindsey Moore
PRINT NAME
7580 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS
(2) SIGNATURE Lisa Carnes
PRINT NAME
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A
BY: JOSEPH RICCARDI, JR., CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 4th DAY OF March, 2026, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Lindsey Moore
COMMISSION NO.:
COMMISSION EXPIRES:

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 4th DAY OF March, 2026, BY JOSEPH RICCARDI, JR., THE CHAIR OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Lindsey Moore
COMMISSION NO.:
COMMISSION EXPIRES:

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF MIDDLETON UNIT NO. 3A WAS PREPARED UNDER MY INSPECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE 5TH DAY OF FEBRUARY, 20 26. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
LICENSED BUSINESS NO. 8418

KENT W. CLYMER
REGISTRATION NO. 6912

3/2/26
DATE

KENT W. LAMBERT, LICENSE NUMBER No. 6912, STATE OF FLORIDA, PROFESSIONAL SURVEYOR & MAPPER

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON March 24, 2026, AT 12:35 P.M. FILE NUMBER 202660018408
PLAT BOOK 24 PAGE 5-5A-5B

CLERK OF THE COURT IN AND
FOR SUMTER COUNTY, FLORIDA

Mellissa K Worrell — SIGNATURE
PRINT NAME
DEPUTY CLERK
DEPUTY CLERK

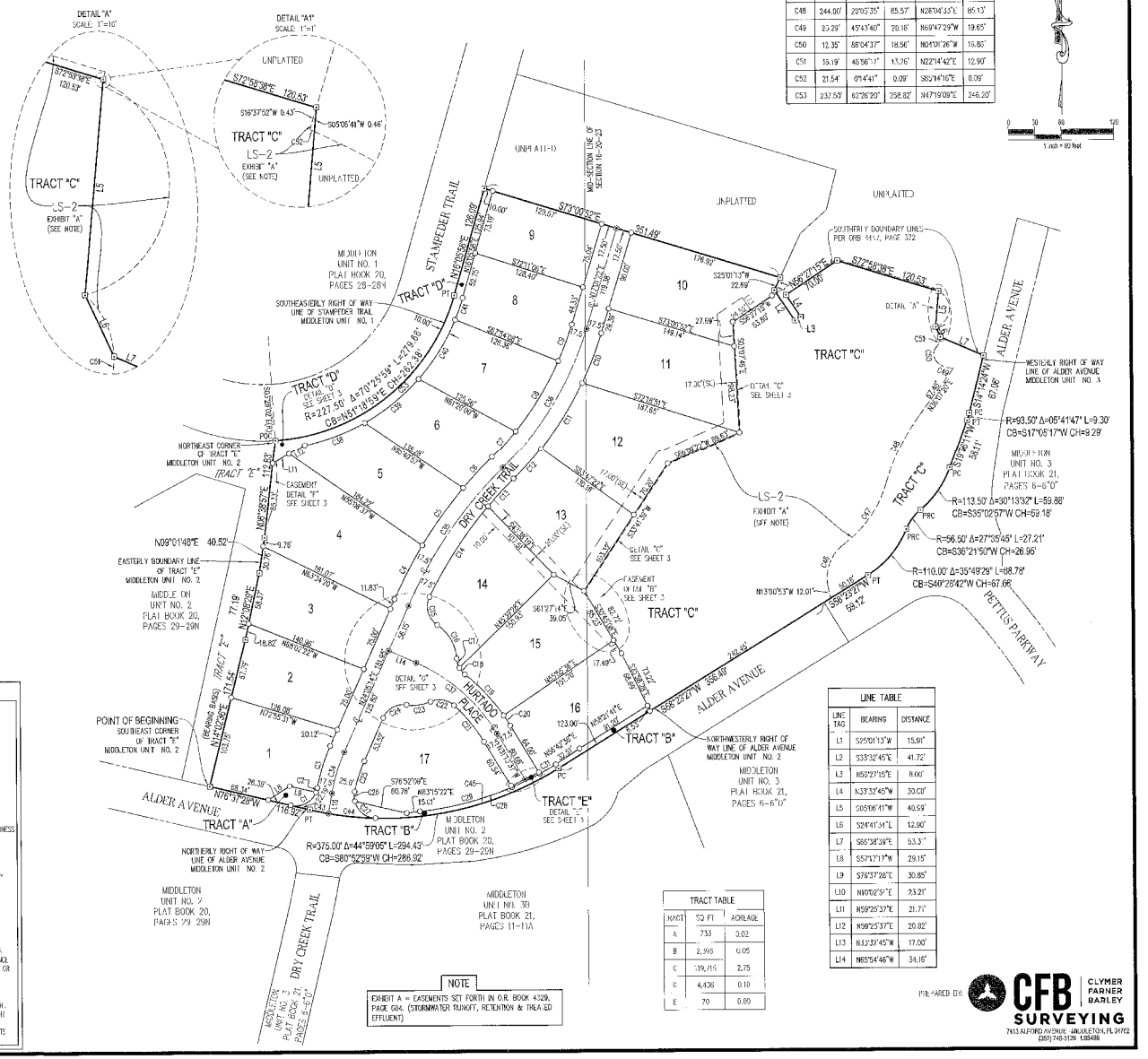
PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-9128 LB8418

MIDDLETON UNIT NO. 3A

SHEET 2 OF 3

PLAT BOOK 24
PAGE 5A

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	80°47'35"	35.25'	N62°58'45"E	32.40'
C2	25.00'	11°40'09"	5.09'	N16°44'53"E	5.08'
C3	217.50'	13°17'25"	50.01'	N17°33'01"E	49.90'
C4	530.50'	7°29'51"	68.95'	N23°48'40"E	68.91'
C5	530.50'	8°40'34"	80.33'	N35°52'22"E	80.25'
C6	530.50'	5°13'50"	48.45'	N40°49'34"E	48.41'
C7	360.50'	6°26'35"	40.54'	N42°13'11"E	40.52'
C8	360.50'	14°55'14"	93.88'	N31°32'16"E	93.61'
C9	360.50'	7°13'17"	44.38'	N20°33'01"E	44.36'
C10	395.50'	8°48'24"	60.79'	S21°25'34"W	60.73'
C11	395.50'	12°49'54"	88.57'	S32°14'43"W	88.39'
C12	395.50'	6°46'48"	46.80'	S42°03'05"W	46.77'
C13	495.50'	5°00'09"	43.26'	S42°56'25"W	43.25'
C14	495.50'	14°11'26"	122.72'	S33°20'38"W	122.41'
C15	25.00'	82°16'28"	35.91'	S14°54'19"E	32.90'
C16	50.00'	52°45'45"	46.04'	S29°40'40"E	44.43'
C17	25.00'	25°55'25"	11.17'	S16°05'30"E	11.07'
C18	25.00'	22°24'56"	9.78'	S40°05'39"E	9.72'
C19	222.50'	16°32'15"	64.22'	S43°01'59"E	64.00'
C20	222.50'	3°32'15"	13.74'	S32°59'44"E	13.74'
C21	187.50'	18°22'04"	53.86'	N79°24'38"W	53.38'
C22	25.00'	65°45'02"	28.69'	N68°28'12"W	27.14'
C23	50.00'	31°57'59"	27.90'	S62°38'17"W	27.54'
C24	25.00'	74°32'02"	32.52'	S61°21'16"W	30.28'
C25	175.00'	11°58'49"	36.59'	S18°05'50"W	36.55'
C26	25.00'	25°34'54"	10.94'	S10°29'07"E	10.86'
C27	25.00'	75°12'25"	32.82'	S53°34'42"E	30.51'
C28	359.50'	25°36'09"	160.11'	N71°17'00"E	163.74'
C29	359.50'	16°21'53"	108.76'	N75°34'08"E	108.37'
C30	359.50'	3°16'16"	21.12'	N60°02'23"E	21.15'
C34	200.00'	14°02'24"	49.01'	N17°04'03"E	48.89'
C35	513.00'	21°21'14"	191.19'	N34°45'52"E	190.09'
C36	378.00'	28°23'07"	187.46'	N31°13'55"E	185.57'
C37	205.00'	34°41'09"	124.10'	N48°34'11"W	122.22'
C38	237.50'	17°41'09"	73.31'	N69°41'45"E	73.02'
C39	237.50'	19°10'05"	79.45'	N51°16'08"E	79.08'
C40	237.50'	19°11'32"	79.55'	N32°05'19"E	79.16'
C41	237.50'	6°23'54"	26.50'	N13°17'46"E	26.49'
C43	375.00'	3°19'42"	21.78'	S78°17'19"E	21.78'
C44	375.00'	8°13'49"	53.86'	S84°04'02"E	53.81'
C45	375.00'	33°25'39"	218.78'	N75°06'16"E	215.69'
C46	48.00'	66°39'54"	55.85'	N20°19'04"E	52.75'
C47	132.00'	37°37'16"	86.67'	N34°50'23"E	85.12'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C48	244.00'	20°05'35"	85.57'	N26°04'33"E	85.13'
C49	25.29'	45°43'40"	20.18'	N69°47'29"W	19.65'
C50	12.35'	88°04'37"	18.96'	N04°01'26"W	16.86'
C51	15.19'	46°56'11"	13.76'	N22°14'42"E	12.90'
C52	21.54'	0°14'41"	0.09'	S85°14'16"E	0.09'
C53	237.50'	62°26'20"	258.82'	N47°19'09"E	246.20'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S25°01'13"W	15.91'
L2	S33°32'45"E	41.72'
L3	N55°27'15"E	8.00'
L4	N33°32'45"W	30.00'
L5	S05°05'41"W	40.59'
L6	S24°41'31"E	12.90'
L7	S66°38'39"E	53.3'
L8	S57°17'17"W	29.15'
L9	S76°37'28"E	30.85'
L10	N10°02'51"E	23.21'
L11	N59°25'37"E	21.71'
L12	N59°25'37"E	20.82'
L13	N33°32'45"W	17.00'
L14	N65°54'46"W	34.16'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	733	0.02
B	2,993	0.05
C	119,016	2.75
D	4,436	0.10
E	70	0.00

LEGEND

- ⊠ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED
- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6998
- ◉ INDICATES P.C.P. AND P.T. AND TOC PERMANENT CONTROL POINT (P.C.P.) LB #6998 TO BE SET WITHIN ONE YEAR OF THE DATE IT IS PLAT IS RECORDED
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES (SEE NOTE #2)
- (C) INDICATES CURVE NUMBER IN CURVE TABLE
- (L) INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- OHB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- # INDICATES RANGE (TYP)
- (R) INDICATES RADIAL LINE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (DEFINED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES POSSIBLE R.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 664, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - ANGLETON, FL 34982
(850) 748-3126 LB#6998

MIDDLETON UNIT NO. 3A

SHEET 3 OF 3

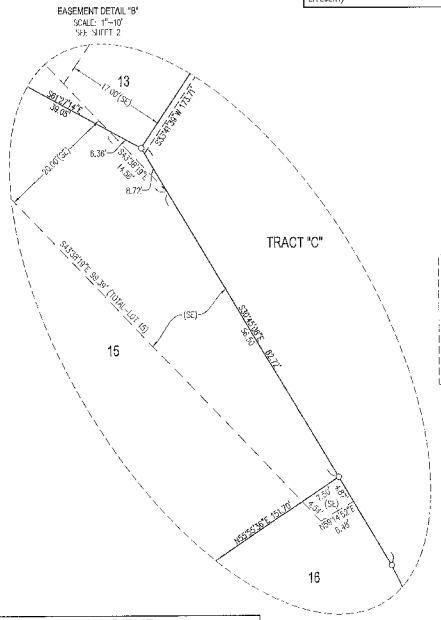
PLAT BOOK 24
PAGE 58

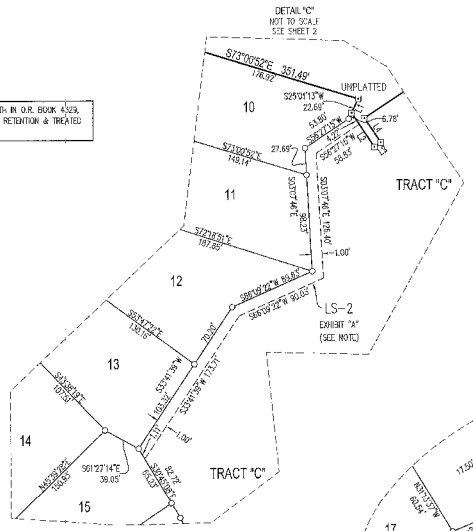
SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

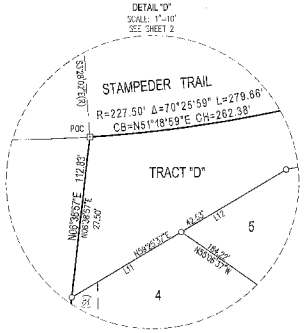
TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	733	0.02
B	2,356	0.05
C	119,715	2.75
D	4,406	0.10
E	70	0.00

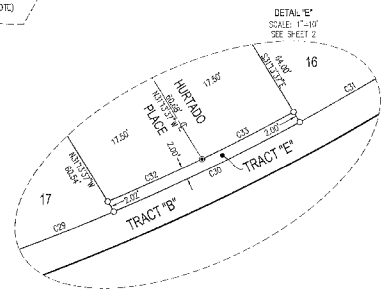
NOTE

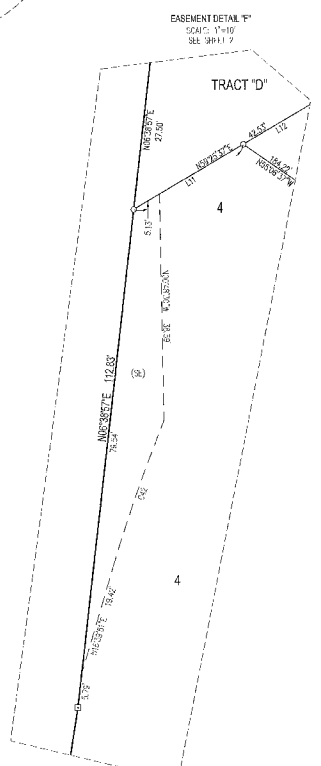
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)





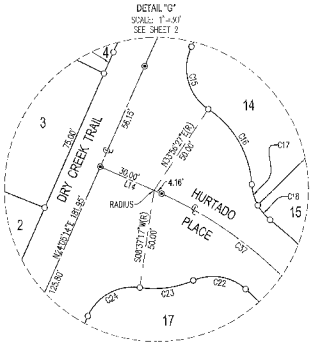






LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S25°01'13"W	15.91'
L2	S33°32'45"E	41.72'
L3	N56°27'15"E	8.00'
L4	N33°32'45"W	30.00'
L11	N59°25'37"E	21.71'
L12	N59°25'37"E	20.82'
L14	N65°54'46"W	34.16'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C15	25.00'	82°18'28"	35.91'	S14°54'19"E	32.90'
C16	50.00'	52°45'45"	46.04'	S29°40'40"E	44.43'
C17	25.00'	25°35'23"	11.17'	S16°05'30"E	11.07'
C18	25.00'	22°24'58"	9.78'	S40°05'39"E	9.72'
C22	25.00'	65°45'02"	28.69'	N80°26'12"W	27.14'
C23	50.00'	31°57'58"	27.90'	S82°35'17"W	27.54'
C24	25.00'	74°32'02"	32.52'	S61°21'16"W	30.28'
C29	389.50'	16°51'53"	108.76'	N75°34'08"E	108.37'
C30	369.50'	5°27'20"	35.18'	N64°24'31"E	35.17'
C31	369.50'	3°16'56"	21.17'	N60°02'23"E	21.16'
C32	367.50'	2°44'58"	17.63'	N63°48'28"E	17.63'
C33	367.50'	2°44'11"	17.55'	N63°03'54"E	17.55'
C37	206.00'	34°47'00"	124.10'	N48°34'14"W	122.22'
C42	270.00'	5°29'47"	25.90'	N19°24'45"E	25.89'



LEGEND

⊠	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) MARKED AS NOTED.
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6196
⊙	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6196 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES. (SEE NOTE #5.)
C#	INDICATES CURVE NUMBER IN CURVE TABLE
L#	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DBA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SF	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR STRUCTURE SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SMC	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LS	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:
CFB CLYMER PARNER BARLEY SURVEYING
7449 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-9128 LB#6196

Middleton Unit No. 5 Plat

Inst. Number: 202460036977 Book: 4716 Page: 39 Page 1 of 1 Date: 9/13/2024 Time: 4:17 PM
Gloria Hayward Clerk of Courts, Sumter County, Florida

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036977 Date: 09/13/2024 Time: 4:17PM
Page 1 of 1 B: 4716 P: 39 By: BO

ADMINISTRATIVE RECORDING ON BEHALF OF THE SUMTER COUNTY CLERK OF THE CIRCUIT COURT

This page is being recorded to verify recording of a new plat on

This **13th** day of **September, 2024** Instrument No 202460036977

Name: **MIDDLETON UNIT NO. 5**

Unit No. _____ Plat Book No. **22** Pages **12-12A-K**

Section: **15** Township: **20S** Range: **23E**
Section: **16** Township: **20S** Range: **23E**
Section: ____ Township: ____ Range: _____
Section: ____ Township: ____ Range: _____

GLORIA R. HAYWARD
CLERK OF THE CIRCUIT COURT
SUMTER COUNTY, FLORIDA

BY: _____ D.C.

CIRCUIT COURT CLERK SUMTER COUNTY FLORIDA

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS SUBDIVISION ARE RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.
OR BOOK 4716 PAGE 40

MIDDLETON UNIT NO. 5

SECTIONS 15 AND 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

LEGAL DESCRIPTION

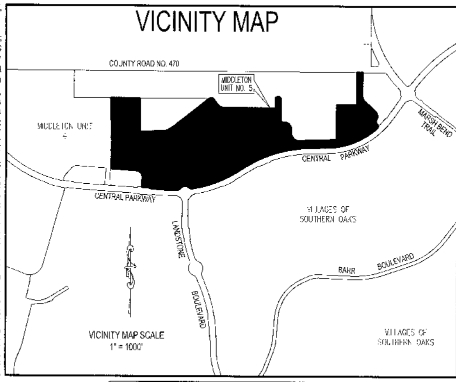
A PARCEL OF LAND LYING WITHIN SECTIONS 15 AND 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 15; THENCE ALONG THE NORTH LINE THEREOF RUN S89°43'47"E, 305.19 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°16'13"W, 50.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 18580-2601; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE RUN N89°43'47"W, 370.64 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN S00°16'13"W, 400.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°39'26", AN ARC DISTANCE OF 99.81 FEET TO THE POINT OF TANGENCY; THENCE S17°23'14"E, 238.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°46'11", AN ARC DISTANCE OF 156.60 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 75.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°53'45", AN ARC DISTANCE OF 96.06 FEET; THENCE ALONG A NON-TANGENT LINE RUN S43°50'50"E, 30.58 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,289.00 FEET AND A CHORD BEARING AND DISTANCE OF S46°35'14"W, 19.55 FEET TO WHICH A RADIAL LINE BEARS S43°50'50"E; SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF CENTRAL PARKWAY PER THE PLAT OF MIDDLETON UNIT NO. 1, AS RECORDED IN PLAT BOOK 20, PAGES 28, 28A THROUGH 28N, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING COURSES: RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°52'08", AN ARC DISTANCE OF 19.55 FEET; THENCE ALONG A NON-TANGENT LINE RUN S01°51'51"E, 14.58 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,300.00 FEET AND A CHORD BEARING AND DISTANCE OF S68°12'11"W, 921.56 FEET TO WHICH A RADIAL LINE BEARS S42°33'24"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°31'08", AN ARC DISTANCE OF 942.04 FEET TO THE POINT OF TANGENCY; THENCE S88°57'45"W, 301.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2,133.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°53'56", AN ARC DISTANCE OF 1,150.30 FEET TO THE POINT OF TANGENCY; THENCE S58°03'49"W, 181.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2,033.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°27'37", AN ARC DISTANCE OF 796.95 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°31'59", AN ARC DISTANCE OF 79.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 106.67 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°56'44", AN ARC DISTANCE OF 154.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°31'59", AN ARC DISTANCE OF 79.47 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2,033.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°32'56", AN ARC DISTANCE OF 196.89 FEET TO THE POINT OF TANGENCY; THENCE N85°45'23"W, 223.83 FEET; THENCE N73°23'56"W, 51.20 FEET; THENCE N83°48'23"W, 97.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4570, PAGE 451, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY AND NORTHERLY BOUNDARY LINES: RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N04°11'37"E, 138.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 117.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'05", AN ARC DISTANCE OF 183.79 FEET TO THE POINT OF TANGENCY; THENCE N85°48'28"W, 412.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF MIDDLETON DRIVE PER THE PLAT OF MIDDLETON UNIT NO. 4, AS RECORDED IN PLAT BOOK 21, PAGES 7, 7A THROUGH 7I, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE EASTERLY BOUNDARY LINE OF TRACT "B" OF SAID PLAT THE FOLLOWING COURSES: RUN N04°11'32"E, 148.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1,636.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°28'02", AN ARC DISTANCE OF 70.47 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 230.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°37'58", AN ARC DISTANCE OF 54.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°05'58", AN ARC DISTANCE OF 8.43 FEET TO THE POINT OF TANGENCY; THENCE N04°11'32"E, 116.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 775.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°37'14", AN ARC DISTANCE OF 76.02 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N27°32'53"W, 17.28 FEET TO WHICH A RADIAL LINE BEARS S36°51'06"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°12'03", AN ARC DISTANCE OF 17.87 FEET TO THE POINT OF TANGENCY; THENCE N01°56'51"W, 49.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°19'04", AN ARC DISTANCE OF 17.91 FEET; THENCE ALONG A NON-TANGENT LINE RUN N01°56'51"W, 824.36 FEET TO THE NORTHEAST CORNER OF AFORESAID TRACT "B"; SAID POINT ALSO BEING ON THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3991, PAGE 784, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY LINE RUN S89°52'59"E, 491.55 FEET TO A POINT ON THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4514, PAGE 510, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY LINES AND THE BOUNDARY LINES OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4514, PAGE 514, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, RESPECTIVELY, THE FOLLOWING COURSES: RUN S00°57'46"E, 572.12 FEET; THENCE N88°03'09"E, 433.58 FEET; THENCE N68°39'24"E, 57.40 FEET; THENCE N59°21'34"E, 71.35 FEET; THENCE N51°55'58"E, 806.84 FEET; THENCE S89°48'46"E, 59.74 FEET; THENCE S38°04'02"E, 134.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 131.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°39'46", AN ARC DISTANCE OF 118.12 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING ON AFORESAID BOUNDARY LINES OF LANDS IN OFFICIAL RECORDS BOOK 3991, PAGE 784; THENCE ALONG SAID BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3991, PAGE 784, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THE FOLLOWING COURSES: RUN S89°43'47"E, 881.63 FEET; THENCE N00°00'00"E, 152.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00", AN ARC DISTANCE OF 141.37 FEET TO THE POINT OF TANGENCY; THENCE S00°00'00"E, 360.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A

LEGAL DESCRIPTION (CONTINUED ON SHEET 2)

PREPARED BY: CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

VICINITY MAP



333 LOTS – 17 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST AS BEING S89°43'47"E.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "C", "D", "M", "N" AND "O" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "A", "B", "E", "F", "G", "H", "I", "J", "K" AND "L" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) TRACTS "P" AND "Q" ARE RESERVED BY THE DEVELOPER.

11.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT (WHETHER BY THE PLAT OR OTHERWISE), TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (C) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY THE APPLICABLE UTILITY COMPANY SERVING THE SUBDIVISION, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC (TO THE EXTENT SUCH COSTS ARE NOT PAID DIRECTLY BY THE RECORD OWNER OF A FEE SIMPLE TITLE TO ANY HOMESITE); (D) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM, INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY OTHER UTILITY PROVIDERS, OR THE CITY OF WILDWOOD; (E) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (F) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO: (I) THE REAR LOT LINES OF HOMESITES 5 THROUGH 29 AND 115 THROUGH 126; AND (II) THE SOUTHERLY BOUNDARY OF HOMESITE 30 OF THE SUBDIVISION; AND (G) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS I, J, K, AND L OF THE SUBDIVISION.

12.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

MIDDLETON UNIT NO. 5
CONVEYANCE AND GRANT OF EASEMENTS TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N" AND "O" AND THE ROADWAYS SHOWN ON THIS PLAT OF MIDDLETON UNIT NO. 5, IS HEREBY SOLD, CONVEYED AND SET OVER TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES:
SIGNATURE [signature]
PRINT NAME Jennifer A. Peters
3601 KIESSEL ROAD
THE VILLAGES, FLORIDA 32163
MAILING ADDRESS

SIGNATURE [signature]
PRINT NAME Lisa Carnes
4450 NE 83RD ROAD
WILDWOOD, FLORIDA 34785
MAILING ADDRESS

THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER
BY: [signature]
MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 29th DAY OF August, 20 24, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

[signature]
NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO.: HH055543
COMMISSION EXPIRES: 11-15-2024

LISA CARNES
MY COMMISSION # HH 055543
EXPIRES: November 15, 2024
Bonded Thru Notary Public Underwriters

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO F.S. CHAPTER 177, AS CERTIFIED BY THE REVIEWING SURVEYOR SHOWN BELOW.

[signature]
MELANIE D. STRICKLAND
DEVELOPMENT SERVICES DIRECTOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS 9th DAY OF September, 2024.

[signature]
JESSICA BARNES
CITY CLERK

[signature]
ED WOLF
MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS 9th DAY OF September, 2024.

Joshua E. Bills
PRINT NAME
CITY OF WILDWOOD, ATTORNEY

[signature]
SIGNATURE
CITY OF WILDWOOD, ATTORNEY

[signature]
DEVELOPMENT SERVICES DIRECTOR
MELANIE D. STRICKLAND

[signature]
PUBLIC WORKS DIRECTOR
JEREMY HOCKENBURY

Philip H. Smith
PRINT NAME
CITY OF WILDWOOD, ENGINEER

[signature]
SIGNATURE
CITY OF WILDWOOD, ENGINEER

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

[signature]
SIGNATURE
RONALD W. HERR, P.L.S.
WADE SURVEYING, INC.

9/11/24
DATE

4907
REGISTRATION NO.

RONALD WILLIAM HERR
LICENSE NUMBER LS 4907
STATE OF FLORIDA
Professional Surveyor and Mapper

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, MIDDLETON UNIT NO. 5, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N" AND "O" TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A.

WITNESSES:
(1) [signature]
SIGNATURE
Jennifer A. Peters
PRINT NAME
3601 KIESSEL ROAD
THE VILLAGES, FLORIDA 32163
MAILING ADDRESS

(2) [signature]
SIGNATURE
Lisa Carnes
PRINT NAME
4450 NE 83RD ROAD
WILDWOOD, FLORIDA 34785
MAILING ADDRESS

THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER
BY [signature]
MARTIN L. DZURO, MANAGER

WITNESSES:
(1) [signature]
SIGNATURE
Lisa Carnes
3601 KIESSEL ROAD
THE VILLAGES, FLORIDA 32163
MAILING ADDRESS

(2) [signature]
SIGNATURE
Nancy A. Totten
PRINT NAME
4450 NE 83RD ROAD
WILDWOOD, FLORIDA 34785
MAILING ADDRESS

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A
BY [signature]
JOSEPH RICCIARDI, JR., CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 29th DAY OF August, 2024, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

[signature]
NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO.: HH055543
COMMISSION EXPIRES: 11-15-2024

LISA CARNES
MY COMMISSION # HH 055543
EXPIRES: November 15, 2024
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 29th DAY OF August, 2024, BY JOSEPH RICCIARDI, JR., THE CHAIR OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

[signature]
NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO.: HH055543
COMMISSION EXPIRES: 11-15-2024

LISA CARNES
MY COMMISSION # HH 055543
EXPIRES: November 15, 2024
Bonded Thru Notary Public Underwriters

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF MIDDLETON UNIT NO. 5, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE 14TH DAY OF MAY, 20 24; I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785
LICENSED BUSINESS NO. 8498

[signature]
KAYE M. JAMESON
REGISTRATION NO. 5912

8/29/24
DATE

KAYE M. JAMESON
LICENSE NUMBER
SEAL No. 5912
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON September 13, 2024 AT 4:17 P.M. FILE NUMBER 2024600367?
PLAT BOOK 22 PAGE 12-12A-K

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA

Mellissa K Worrell
PRINT NAME
DEPUTY CLERK

[signature]
SIGNATURE
DEPUTY CLERK

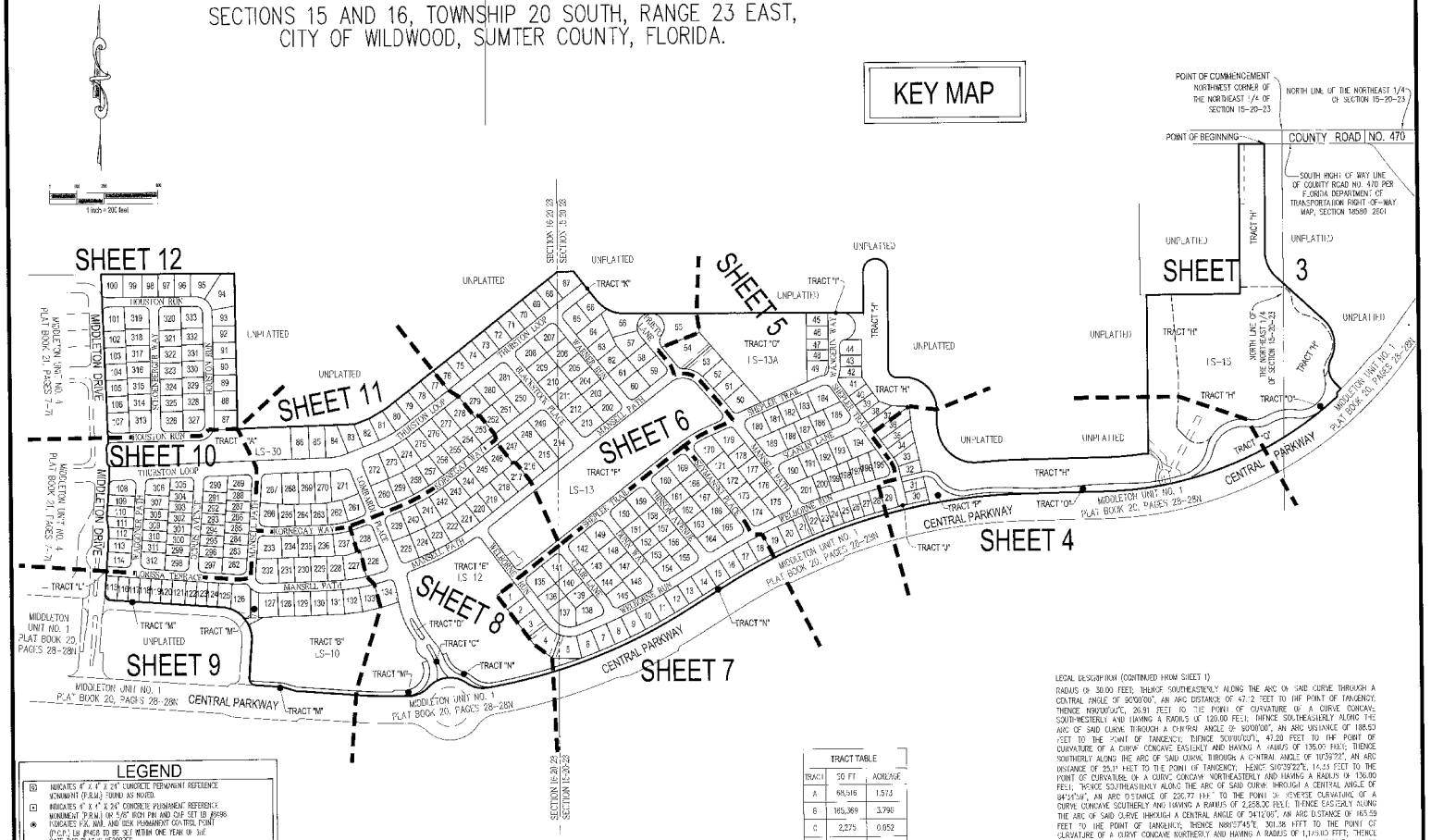
CIRCUIT COURT SEAL SUMTER COUNTY, FLORIDA

MIDDLETON UNIT NO. 5

SECTIONS 15 AND 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 2 OF 12

PLAT BOOK 22
PAGE 12A



LEGEND

⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #6998)
◉	INDICATES P.R.M. AND DISK PERMANENT CONTROL POINT (P.C.P.) (LB #6998) TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SCR MON #5)
CB	INDICATES CURVE NUMBER IN CURVE TABLE
L-1	INDICATES LINE NUMBER IN LINE TABLE
Δ	INDICATES CENTRAL ANGLE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DRA	INDICATES DRAINAGE RECTANGULAR AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING IN V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
PG	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

NOTE
LS-10, LS-12, LS-13
LS-13A, LS-15
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-10, LS-13, LS-13A,
LS-30
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 173. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-10, LS-13,
LS-13A,
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 167. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

TRACT TABLE

TRACT	SQ FT	ACREAGE
A	68,916	1.573
B	165,369	3.796
C	2,275	0.052
D	1,174	0.027
E	161,934	3.717
F	186,569	4.283
G	94,832	2.177
H	563,970	12.947
I	120	0.003
J	70	0.002
K	85	0.002
L	70	0.002
M	17,576	0.403
N	29,729	0.682
O	43,476	0.998
P	8,412	0.193
Q	32,949	0.756

LEGAL DESCRIPTION (CONTINUED FROM SHEET 1)

RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY; THENCE NON-TANGENT, 26.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTH-WESTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 188.50 FEET TO THE POINT OF TANGENCY; THENCE S00°00'00"E, 41.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 135.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°39'22", AN ARC DISTANCE OF 25.11 FEET TO THE POINT OF TANGENCY; HENCE S10°39'22"E, 14.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 136.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°15'38", AN ARC DISTANCE OF 200.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2,858.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'09", AN ARC DISTANCE OF 163.59 FEET TO THE POINT OF TANGENCY; THENCE N89°37'45"E, 301.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,173.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°56'24", AN ARC DISTANCE OF 142.32 FEET; THENCE ALONG A NON-TANGENT LINE RUN N69°08'06"E, 34.61 FEET; THENCE N00°00'00"E, 585.41 FEET TO THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4149, PAGE 182, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY LINES OF LANDS IN OFFICIAL RECORDS BOOK 4149, PAGE 182 THE FOLLOWING COURSES: RUN N90°00'00"E, 343.00 FEET; THENCE N00°00'00"E, 553.27 FEET TO AFORESAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE: RUN S89°43'47"E, 99.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 87.90 ACRES, MORE OR LESS.

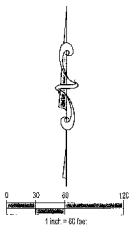
PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4459 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

MIDDLETON UNIT NO. 5

SECTIONS 15 AND 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 22
PAGE 128

SHEET 3 OF 12



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	68,516	1.573
B	169,389	3.796
C	2,275	0.052
D	1,174	0.027
E	161,934	3.717
F	196,569	4.233
G	94,832	2.177
H	565,946	12.947
I	120	0.003
J	70	0.002
K	85	0.002
L	70	0.002
M	17,576	0.403
N	29,729	0.682
O	43,476	0.998
P	8,412	0.193
Q	32,949	0.756

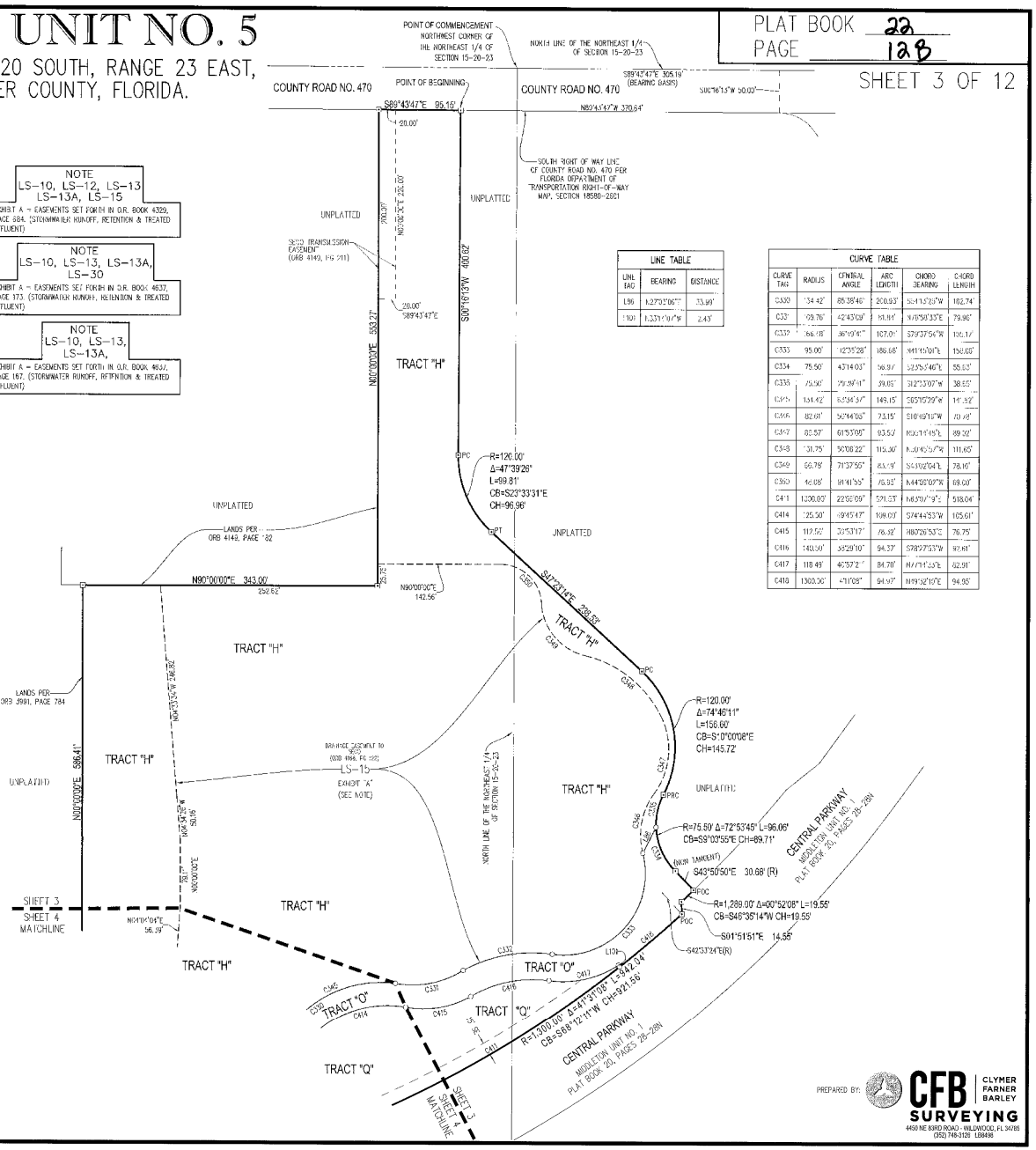
NOTE
LS-10, LS-12, LS-13
LS-13A, LS-15
EXHIBIT A - EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-10, LS-13, LS-13A,
LS-30
EXHIBIT A - EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 173. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-10, LS-13,
LS-13A,
EXHIBIT A - EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 167. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L96	N27°53'06"W	33.99'
L100	N33°31'10"W	2.43'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C330	134.42'	85°38'46"	200.93'	S84°15'23"W	182.74'
C331	93.76'	42°43'09"	69.94'	N76°58'33"E	68.36'
C332	166.18'	36°19'41"	107.07'	S79°37'54"E	105.27'
C333	95.00'	112°35'28"	186.68'	N41°15'01"E	158.03'
C334	75.50'	43°14'03"	56.97'	S23°53'46"E	55.63'
C335	75.50'	29°39'41"	39.05'	S12°23'07"W	38.61'
C415	134.42'	62°34'37"	146.15'	S65°16'29"W	139.02'
C416	82.61'	52°44'08"	75.15'	S10°19'18"W	72.58'
C417	82.57'	61°57'09"	93.53'	N30°14'45"E	89.02'
C418	131.75'	50°08'22"	115.30'	N30°45'57"W	111.65'
C349	66.78'	71°37'55"	83.49'	S43°02'04"E	78.16'
C350	42.08'	91°41'55"	67.05'	N44°08'07"E	60.20'
C411	1200.00'	22°56'09"	521.33'	N85°01'19"E	518.04'
C414	125.50'	19°45'47"	108.03'	S74°44'53"W	105.61'
C415	112.50'	33°53'17"	66.52'	N80°26'53"E	76.75'
C416	143.50'	36°29'10"	94.37'	S78°27'53"W	92.81'
C417	118.49'	46°57'2"	84.70'	N47°14'53"E	82.91'
C418	1300.00'	4°1'08"	91.97'	N19°52'10"E	91.95'



LEGEND

⊡	INDICATES 4" X 4" X 24" CONCRETE MONUMENT NO. 1 BENCH MONUMENT (F.R.M.) FOUND AS NOTED.
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #3498
◉	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT ("P.C.P.") LB #3498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE 5, pg.)
29	INDICATES CURVE NUMBER IN CURVE TABLE
L2	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CH	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS (TYP)
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DBA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
1-1	INDICATES LIGHTING INFORMATION
69	INDICATES NUMBER
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ. FT.	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3120 LB8498

MIDDLETON UNIT NO. 5

PLAT BOOK 22
PAGE 12C

SECTIONS 15 AND 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

NOTE
LS-10, LS-12, LS-13
LS-13A, LS-15

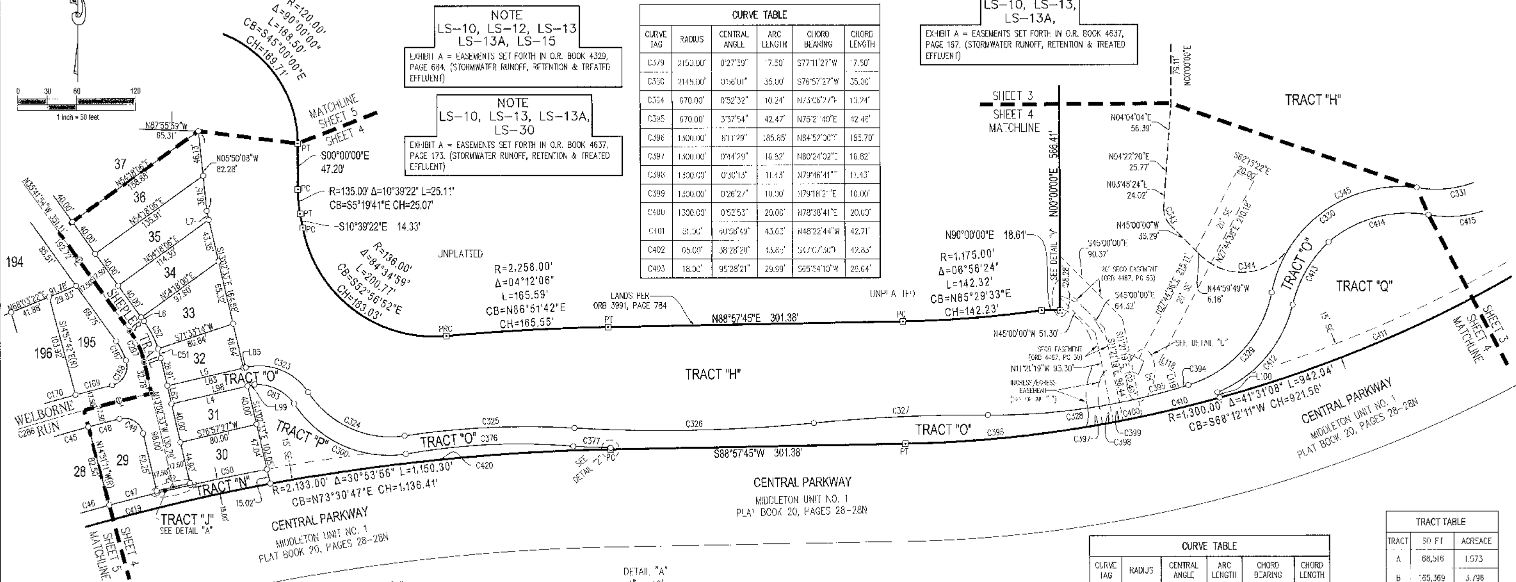
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-10, LS-13, LS-13A,
LS-30

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 173. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-10, LS-13,
LS-13A,

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 157. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



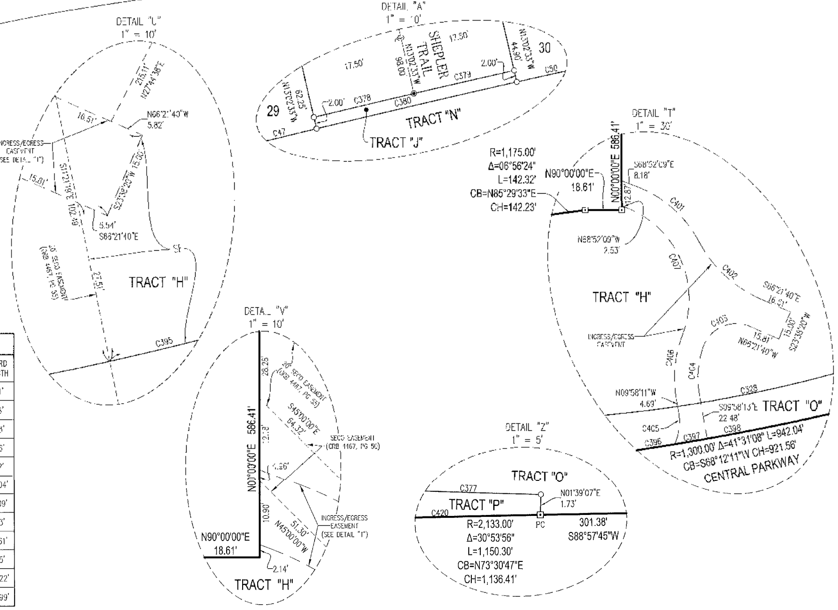
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C379	2150.00'	0°27'59"	17.50'	S77°11'27"W	17.50'
C380	2148.00'	0°56'01"	35.00'	S76°57'27"W	35.00'
C394	670.00'	0°52'32"	10.24'	N73°06'27"E	10.24'
C395	670.00'	3°37'54"	42.47'	N75°21'40"E	42.46'
C396	1300.00'	8°11'29"	185.85'	N84°52'00"E	185.70'
C397	1300.00'	0°44'29"	16.82'	N80°24'02"E	16.82'
C398	1300.00'	0°30'13"	11.43'	N79°46'41"E	11.43'
C399	1300.00'	0°26'27"	10.00'	N79°18'21"E	10.00'
C400	1300.00'	0°52'53"	20.00'	N78°38'41"E	20.00'
C401	61.00'	40°58'49"	43.63'	N48°22'44"W	42.71'
C402	65.00'	38°28'20"	43.65'	S47°07'30"E	42.83'
C403	18.00'	95°28'21"	29.99'	S65°54'10"W	26.64'

LINE TABLE

LINE TAG	BEARING	DISTANCE
L4	S76°57'27"W	80.00'
L5	S76°57'27"W	80.00'
L6	N35°41'54"W	4.81'
L7	N13°02'33"W	9.37'
L82	N13°02'33"W	19.08'
L83	S76°57'27"W	82.43'
L85	N76°57'27"E	2.43'
L98	S76°57'27"W	80.00'
L99	S76°57'27"W	7.11'
L100	N22°11'52"W	5.89'
L115	N62°15'22"W	18.00'
L119	S16°01'38"E	17.46'

CURVE TABLE

CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C404	50.00'	28°08'12"	24.55'	S04°05'53"W	24.31'
C405	28.06'	38°11'42"	18.70'	N06°15'01"E	18.36'
C406	62.00'	31°10'54"	33.74'	S05°37'16"W	33.33'
C407	50.00'	90°04'51"	78.61'	N23°49'42"W	70.76'
C410	1300.00'	3°35'21"	81.43'	N76°24'34"E	81.42'
C411	1300.00'	22°59'09"	521.53'	N63°07'19"E	518.04'
C412	129.50'	54°15'10"	122.62'	N40°40'33"E	118.09'
C413	131.00'	32°41'22"	74.74'	S29°57'55"W	73.73'
C414	125.50'	49°45'47"	109.00'	S74°44'53"W	105.61'
C415	112.50'	39°53'17"	78.32'	N80°26'53"E	76.75'
C419	2133.00'	21°30'50"	800.92'	S68°49'14"W	796.22'
C420	2133.00'	9°23'06"	349.38'	S84°16'12"W	348.99'



CURVE TABLE

CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C45	2230.50'	1°03'28"	41.18'	S74°37'05"W	41.18'
C46	2148.00'	1°03'28"	39.66'	S74°37'05"W	39.66'
C47	2148.00'	1°20'38"	50.38'	S75°49'08"W	50.38'
C48	2230.50'	0°50'19"	32.65'	S75°53'59"W	32.65'
C49	20.00'	90°55'19"	31.73'	N58°31'42"W	28.52'
C50	2148.00'	2°08'05"	80.03'	S78°20'31"W	80.03'
C51	106.50'	5°27'17"	10.14'	N15°46'11"W	10.14'
C52	106.50'	17°12'05"	31.97'	N27°05'52"W	31.85'
C53	47.00'	57°20'45"	47.04'	N63°50'37"W	45.10'
C167	71.50'	17°45'22"	22.16'	N20°49'13"W	22.07'
C168	20.00'	93°57'18"	32.80'	N23°02'07"E	29.24'
C169	2265.50'	0°58'28"	38.53'	S75°31'32"W	38.53'
C170	2265.50'	1°00'28"	39.82'	S74°32'05"W	39.82'
C256	2278.00'	9°39'13"	378.76'	S72°07'51"W	378.31'
C297	89.00'	22°39'21"	35.19'	N24°22'13"W	34.96'
C300	115.50'	65°17'47"	131.63'	S85°56'26"E	124.62'
C323	60.00'	69°48'00"	73.09'	N68°08'35"W	68.66'
C324	100.00'	65°07'16"	113.66'	S65°48'11"E	107.64'
C325	850.00'	11°39'35"	173.98'	S87°27'58"W	173.68'
C326	1590.00'	8°50'01"	245.14'	N88°52'44"E	244.90'
C327	1700.00'	5°59'54"	177.97'	S87°27'40"W	177.89'
C328	670.00'	17°47'26"	208.04'	N81°33'54"E	207.20'
C329	125.00'	61°16'09"	133.67'	N42°02'06"E	127.39'
C330	134.42'	85°38'48"	200.93'	S64°13'29"W	182.74'
C331	109.76'	42°43'00"	81.84'	N78°58'33"E	79.95'
C343	25.00'	48°48'24"	21.30'	S20°35'48"E	20.66'
C344	60.00'	101°32'00"	106.33'	N84°14'11"E	92.95'
C345	134.42'	63°34'37"	149.15'	S65°15'29"W	141.62'
C376	652.50'	15°04'56"	171.76'	S87°24'43"W	171.27'
C377	1777.50'	1°13'37"	38.06'	S87°44'05"E	38.06'
C378	2150.00'	0°27'59"	17.50'	S76°43'28"W	17.50'

TRACT TABLE

TRACT	SQ FT	ACREAGE
A	68,516	1.573
B	165,369	3.796
C	2,275	0.052
D	1,174	0.027
E	161,934	3.717
F	186,569	4.283
G	94,832	2.177
H	563,970	12.947
I	120	0.003
J	70	0.002
K	85	0.002
L	70	0.002
M	17,576	0.403
N	29,729	0.682
O	43,476	0.998
P	8,412	0.193
Q	32,949	0.756

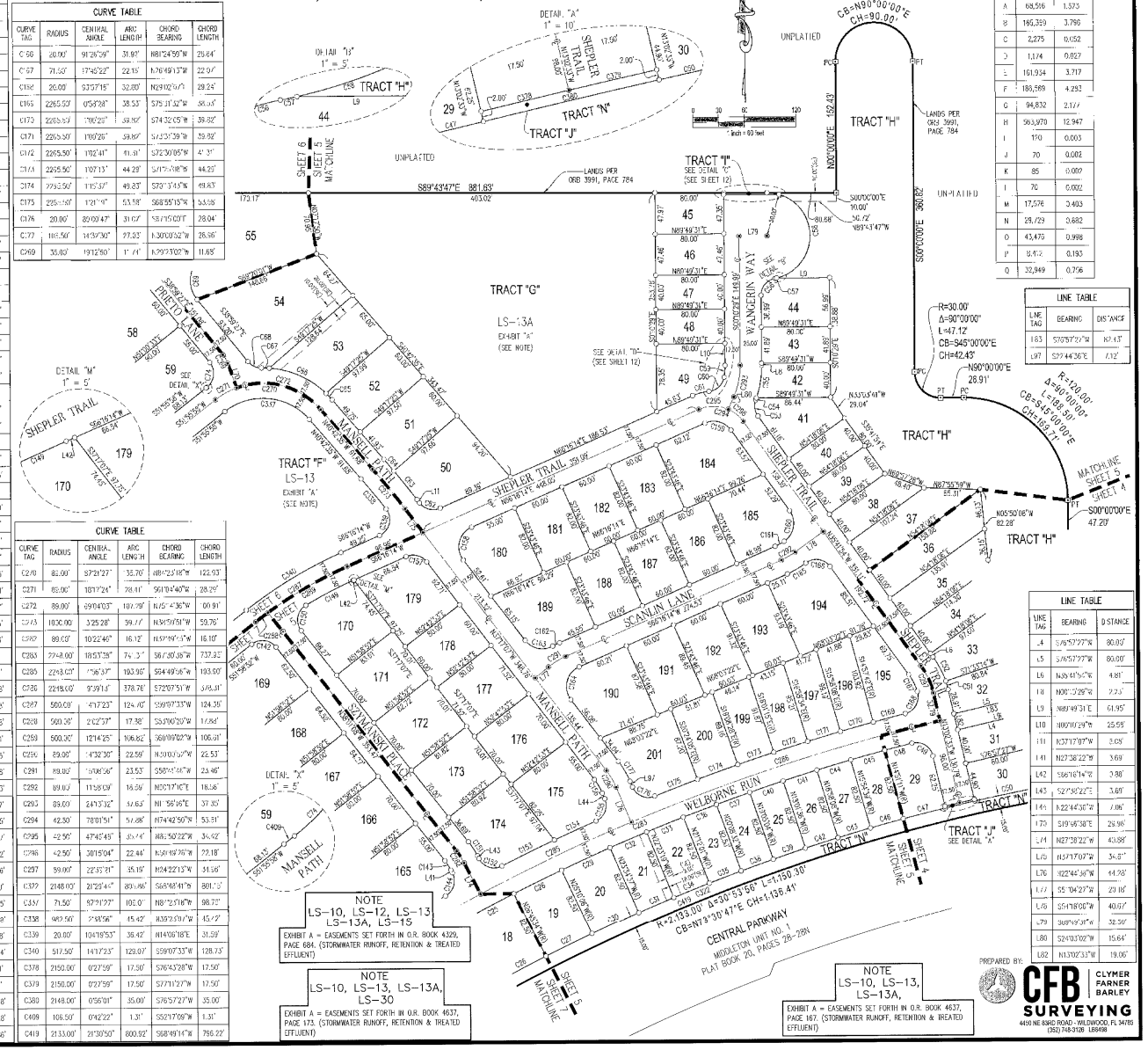
PREPARED BY:
CFB SURVEYING
CLYMER FARNER BARLEY
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

MIDDLETON UNIT NO. 5

SHEET 5 OF 12

PLAT BOOK 22
PAGE 12 D

SECTIONS 15 AND 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C25	2230.50'	1°35'28"	61.95'	S62°26'42"E	61.94'
C26	2148.00'	1°35'28"	59.65'	S62°25'47"W	59.65'
C27	2148.00'	1°35'28"	59.65'	S64°02'01"W	59.65'
C28	2230.50'	1°35'28"	61.95'	S64°02'13"W	61.94'
C29	2232.50'	1°35'28"	61.95'	S65°37'39"W	61.94'
C30	2148.00'	1°35'28"	59.65'	S65°37'39"W	59.65'
C31	2150.00'	1°17'18"	48.35'	S67°01'02"E	44.55'
C32	2232.50'	1°11'18"	46.27'	S67°01'07"W	46.25'
C33	2230.50'	1°11'18"	46.26'	S68°12'20"W	46.26'
C34	2145.00'	1°11'18"	44.50'	S68°12'20"W	44.50'
C35	2148.00'	1°03'28"	39.66'	S69°19'44"W	39.66'
C36	2230.50'	1°03'28"	41.18'	S69°19'44"W	41.18'
C37	2230.50'	1°03'28"	41.18'	S70°23'12"W	41.18'
C38	2148.00'	1°03'28"	39.66'	S70°23'12"W	39.66'
C39	2148.00'	1°03'28"	39.66'	S71°26'40"W	39.66'
C40	2230.50'	1°03'28"	41.18'	S71°26'40"W	41.18'
C41	2230.50'	1°03'28"	41.18'	S72°30'08"W	41.18'
C42	2148.00'	1°03'28"	39.66'	S72°30'08"W	39.66'
C43	2148.00'	1°03'28"	39.66'	S73°33'37"W	39.66'
C44	2230.50'	1°03'28"	41.18'	S73°33'37"W	41.18'
C45	2230.50'	1°03'28"	41.18'	S74°37'05"W	41.18'
C46	2148.00'	1°03'28"	39.66'	S74°37'05"W	39.66'
C47	2148.00'	1°26'33"	50.36'	S75°49'08"W	50.36'
C48	2230.50'	0°50'12"	32.65'	S75°13'59"W	32.65'
C49	20.00'	90°09'10"	31.76'	N58°31'42"W	28.52'
C50	2148.00'	2°08'05"	80.03'	S78°29'31"W	80.03'
C51	185.50'	5°27'17"	10.14'	N12°45'11"E	10.14'
C52	185.50'	17°12'05"	31.97'	N27°05'32"W	31.93'
C53	20.00'	50°09'55"	19.91'	S07°36'57"E	19.85'
C54	114.00'	1°17'37"	2.57'	N19°39'12"E	2.57'
C55	114.00'	19°20'53"	38.50'	N09°25'57"E	38.31'
C56	20.00'	79°42'48"	27.83'	S39°48'39"W	25.63'
C57	50.56'	1°53'28"	1.65'	N78°35'39"E	1.65'
C58	50.00'	167°22'43"	146.07'	N06°32'33"W	99.39'
C59	71.50'	11°00'06"	13.73'	N00°19'34"E	13.71'
C60	20.00'	74°08'27"	25.89'	N47°54'26"E	24.12'
C61	60.00'	8°42'49"	19.67'	S75°37'33"E	19.91'
C62	20.00'	76°26'39"	26.68'	S75°50'26"E	24.75'
C63	1017.50'	2°24'24"	42.74'	N38°25'15"W	42.74'
C64	1017.50'	1°01'04"	18.07'	N40°42'03"W	18.07'
C65	106.50'	5°31'25"	10.27'	N43°28'17"W	10.26'
C66	106.50'	39°28'03"	73.36'	N65°57'01"W	71.96'
C67	106.50'	4°54'37"	9.13'	N89°01'21"W	9.12'
C68	23.00'	91°32'12"	18.01'	S64°47'04"E	17.41'
C69	35.00'	76°21'26"	46.66'	S00°47'44"E	43.28'
C70	20.00'	91°37'48"	31.98'	N85°49'26"E	28.68'
C142	20.00'	90°00'00"	31.42'	N83°01'06"W	28.28'
C143	71.50'	10°22'46"	12.95'	N32°49'45"W	12.94'
C144	20.00'	80°34'35"	28.09'	N16°55'28"E	28.05'
C179	492.50'	7°24'45"	62.42'	S69°35'57"W	62.38'
C180	26.00'	90°52'35"	33.82'	S10°25'10"W	29.93'
C181	106.50'	10°22'46"	19.29'	N32°49'45"W	19.27'
C182	20.00'	89°03'35"	31.09'	S72°10'10"E	28.05'
C183	2985.50'	1°42'59"	87.87'	S64°09'32"W	87.87'
C184	2265.50'	0°40'45"	26.87'	S65°41'23"W	26.87'
C185	20.03'	89°08'21"	31.19'	N21°48'35"E	28.08'
C186	71.50'	4°32'30"	18.15'	N33°30'52"W	18.10'
C187	71.50'	15°33'46"	26.68'	N19°33'06"W	24.75'
C188	26.00'	10°49'31"	4.91'	S14°29'34"W	30.39'
C189	25.00'	78°01'51"	34.05'	N74°42'50"W	31.48'
C190	25.00'	92°15'19"	40.25'	N10°25'46"E	36.04'
C191	71.50'	9°42'49"	12.12'	N64°24'50"E	12.11'
C192	106.50'	4°52'21"	9.05'	S63°50'04"W	9.05'
C193	25.00'	81°18'59"	35.48'	S77°56'36"E	32.58'
C194	25.00'	103°33'21"	45.18'	S14°29'34"W	39.28'
C195	106.50'	13°24'18"	24.92'	N59°34'05"E	24.86'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C196	20.00'	91°26'29"	31.92'	N81°24'59"W	28.64'
C197	71.50'	17°45'22"	22.15'	N76°49'13"W	22.06'
C198	20.00'	93°57'15"	32.80'	N29°02'51"W	29.24'
C199	2265.50'	0°58'28"	38.53'	S75°31'32"W	38.53'
C170	2265.50'	1°00'26"	39.85'	S74°32'05"W	39.82'
C171	2265.50'	1°00'26"	39.85'	S73°31'39"W	39.82'
C172	2265.50'	1°02'41"	41.31'	S72°30'05"W	41.31'
C173	2265.50'	1°07'13"	44.29'	S71°27'08"W	44.29'
C174	2232.50'	1°15'37"	49.83'	S70°33'43"W	49.83'
C175	2265.50'	1°21'19"	53.58'	S68°55'15"W	53.58'
C176	20.00'	89°00'47"	31.07'	S28°15'03"E	28.04'
C177	185.50'	14°30'30"	97.03'	N30°03'52"W	28.96'
C969	35.03'	19°12'50"	11.74'	N39°37'02"W	11.68'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C270	81.00'	87°21'27"	35.70'	N80°25'18"W	122.93'
C271	85.00'	161°17'24"	239.31'	S61°04'40"W	28.29'
C272	89.00'	29°04'03"	101.79'	N15°46'36"W	00.91'
C273	1030.00'	3°25'28"	59.77'	N36°59'51"W	59.76'
C967	89.00'	10°22'46"	16.12'	N53°49'51"W	16.10'
C283	224.00'	18°53'28"	74.37'	S67°00'28"E	737.32'
C285	2243.00'	1°56'37"	193.98'	S64°49'56"W	193.92'
C286	2249.00'	9°59'15"	378.76'	S72°07'51"W	378.31'
C287	500.00'	4°17'23"	124.70'	S59°07'33"W	124.35'
C288	500.00'	2°22'37"	17.38'	S53°00'02"W	17.38'
C289	500.00'	12°14'25"	106.82'	S60°09'02"W	106.61'
C290	89.00'	14°32'30"	22.58'	N30°00'00"W	22.53'
C291	89.00'	15°06'26"	23.53'	S59°47'48"W	23.46'
C292	89.00'	11°38'09"	18.39'	N55°17'16"E	18.36'
C293	89.00'	24°13'32"	37.63'	N1°56'16"E	37.35'
C294	42.50'	78°01'51"	57.88'	N74°42'50"W	53.51'
C295	42.50'	47°45'48"	35.44'	N85°50'22"W	34.42'
C296	42.50'	30°15'04"	22.44'	N39°19'26"W	22.18'
C297	89.00'	22°35'21"	35.10'	N24°22'13"W	34.86'
C372	2148.00'	21°29'46"	805.96'	S68°48'41"E	801.15'
C337	71.50'	97°01'27"	102.01'	N8°12'16"W	98.72'
C338	982.50'	2°18'56"	45.42'	N39°29'01"W	45.42'
C339	20.00'	104°19'53"	36.42'	N14°06'16"E	31.59'
C340	517.50'	14°17'23"	129.07'	S59°07'33"W	128.73'
C378	2150.00'	0°27'59"	17.50'	S76°43'28"W	17.50'
C379	2150.00'	0°27'59"	17.50'	S77°11'27"W	17.50'
C380	2148.00'	0°56'01"	35.00'	S76°57'27"W	35.00'
C409	106.50'	0°42'22"	1.31'	S52°17'09"W	1.31'
C419	2133.00'	21°30'50"	800.92'	S68°49'14"W	796.22'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	68,516	1.573
B	165,359	3.796
C	2,275	0.052
D	1,174	0.027
E	161,934	3.717
F	185,589	4.262
G	94,832	2.177
H	563,970	12.947
I	170	0.003
J	70	0.002
K	85	0.002
L	70	0.002
M	17,576	0.403
N	29,729	0.682
O	43,475	0.998
P	8,412	0.193
Q	32,949	0.756

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L63	S76°57'27"W	82.43'
L97	S22°44'36"E	7.12'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L4	S76°57'27"W	80.03'
L5	S76°57'27"W	80.03'
L6	N35°41'54"W	4.81'
L8	N00°10'29"W	7.25'
L9	N89°49'31"E	61.95'
L10	N00°10'29"W	25.59'
L11	N37°17'07"W	5.05'
L41	N27°38'22"W	3.69'
L42	S66°16'14"W	3.88'
L43	S27°38'22"E	3.69'
L44	N22°44'36"W	7.06'
L75	S19°46'38"E	29.98'
L74	N27°38'22"W	40.98'
L45	N37°17'07"W	34.31'
L76	N22°44'36"W	44.78'
L77	S5°04'27"W	29.18'
L78	S54°18'06"W	40.67'
L79	S89°49'31"W	32.50'
L80	S24°03'02"W	15.64'
L82	N13°02'33"W	19.06'

NOTE
LS-10, LS-12, LS-13
LS-13A, LS-15
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-10, LS-13, LS-13A,
LS-30
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 173. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-10, LS-13,
LS-13A,
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 167. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

PREPARED BY:
CFB SURVEYING
CLYMER PARNER BARLEY
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3128 LB8498

MIDDLETON UNIT NO. 5

SECTIONS 15 AND 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 6 OF 12

PLAT BOOK 22
PAGE 12 E



LINE TABLE		
LINE TAG	BEARING	DISTANCE
L11	N57°17'07"W	5.08'
L42	S66°15'14"W	0.88'
L69	S51°00'33"W	32.50'
L70	S12°46'38"E	29.96'
L73	N57°17'07"W	34.21'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C62	20.00'	76°28'39"	26.69'	S76°30'26"E	24.79'
C63	1317.50'	2°24'24"	42.74'	N38°25'19"W	42.74'
C64	1317.50'	1°01'04"	23.07'	N40°12'05"W	23.07'
C65	106.50'	5°3' 25"	10.27'	N43°26'17"W	10.26'
C66	106.50'	39°26'03"	73.30'	N65°57'01"W	71.86'
C67	106.50'	4°54'31"	9.13'	N38°10'01"W	9.13'
C68	20.00'	51°35'12"	18.01'	S64°47'04"E	17.41'
C69	35.00'	76°23'28"	46.66'	S06°57'44"E	43.28'
C70	50.00'	127°07'31"	110.94'	N26°05'49"W	89.54'
C71	50.00'	104°37'00"	91.30'	S37°57'52"W	79.13'
C72	131.00'	29°09'03"	66.64'	S75°10'44"E	65.92'
C73	50.00'	74°35'50"	65.10'	S76°00'05"E	60.58'
C74	20.00'	91°37'48"	31.98'	N06°45'25"E	28.68'
C75	20.00'	89°0'34"	31.09'	S83°3'14"E	28.06'
C76	20.00'	90°55'26"	31.74'	S06°28'16"W	28.51'
C77	131.00'	22°33'40"	51.56'	S49°20'51"E	51.25'
C123	20.00'	90°00'00"	31.42'	N83°01'08"W	28.28'
C125	20.00'	90°00'00"	31.42'	S06°58'52"W	28.28'
C135	20.00'	90°00'00"	31.42'	N83°01'08"W	28.28'
C136	20.00'	90°00'00"	31.42'	S06°58'52"W	28.28'
C140	20.00'	90°00'00"	31.42'	N83°01'08"W	28.28'
C141	20.00'	90°00'00"	31.42'	S06°58'52"W	28.28'
C142	20.00'	90°00'00"	31.42'	N83°01'08"W	28.28'
C149	402.50'	7°24'45"	52.05'	S82°55'50"W	52.01'
C153	20.00'	95°52'38"	33.82'	S10°25'16"W	29.93'
C157	20.00'	76°20'39"	26.66'	N75°30'22"W	24.75'
C158	25.00'	102°53'21"	45.18'	S14°29'24"W	39.28'
C179	20.00'	90°55'26"	31.74'	N06°28'16"E	28.51'
C179	20.00'	89°04'34"	31.09'	N83°31'44"W	28.06'
C180	20.00'	90°55'26"	31.74'	S06°28'16"E	28.51'
C181	20.00'	89°04'34"	31.09'	N83°31'44"W	28.06'
C196	20.00'	89°04'34"	31.09'	N83°31'44"W	28.06'
C197	20.00'	90°55'26"	31.74'	N06°28'16"E	28.51'
C209	20.00'	89°04'34"	31.09'	N83°31'44"W	28.06'
C269	25.00'	19°12'50"	11.74'	N29°23'02"W	11.68'
C270	99.00'	87°21'21"	135.70'	N64°25'18"W	122.93'
C271	99.00'	11°11'22"	19.41'	S61°04'48"W	19.29'
C272	99.00'	69°04'05"	107.29'	N75°47'36"W	100.91'
C273	1000.00'	3°25'28"	59.77'	N38°56'51"W	59.76'
C287	500.00'	14°1'23"	122.70'	S09°30'33"W	122.38'
C288	500.00'	2°02'57"	17.88'	S53°00'20"W	17.88'
C289	500.00'	12°11'25"	106.82'	S60°09'02"W	106.61'
C337	71.50'	87°21'21"	109.01'	N84°23'18"W	98.76'
C338	982.50'	2°39'36"	45.42'	N29°23'07"W	45.42'
C339	20.00'	104°19'53"	36.42'	N14°06'18"E	31.59'
C340	517.50'	14°17'23"	129.07'	S56°07'33"W	128.73'
C409	106.50'	0°42'22"	1.31'	S52°17'09"W	1.31'

TRACT	SQ FT	ACREAGE
A	68,516	1.573
B	165,389	3.796
C	2,275	0.052
D	1,174	0.027
E	161,934	3.717
F	186,509	4.283
G	94,832	2.177
H	563,970	12.947
I	120	0.003
J	70	0.002
K	85	0.002
L	70	0.002
M	17,576	0.403
N	79,799	0.885
O	43,476	0.998
P	8,412	0.193
Q	32,949	0.756

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

MIDDLETON UNIT NO. 5

SECTIONS 15 AND 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 22
PAGE 12F

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	195.50'	24°04'54"	82.15'	S55°36'53"E	81.56'
C2	195.50'	22°36'21"	77.15'	S36°58'40"E	76.65'
C3	195.50'	1°28'33"	5.03'	N47°30'03"E	5.03'
C4	1935.50'	1°30'07"	50.75'	N68°52'35"E	50.75'
C5	2018.00'	0°09'49"	5.77'	N70°15'36"E	5.77'
C6	2018.00'	2°00'40"	70.83'	N69°10'52"E	70.83'
C7	2018.00'	1°46'29"	62.23'	N67°17'31"E	62.23'
C8	1935.50'	1°46'01"	59.69'	N67°17'31"E	59.69'
C9	1935.50'	1°46'01"	59.69'	N65°31'30"E	59.69'
C10	1935.50'	1°46'01"	59.69'	N63°31'30"E	59.69'
C11	2018.00'	1°46'01"	62.23'	N63°45'30"E	62.23'
C12	1935.50'	1°45'01"	59.59'	N63°15'30"E	59.59'
C13	1935.50'	1°46'01"	59.69'	N61°29'29"E	59.69'
C14	2018.00'	1°46'01"	62.23'	N61°59'29"E	62.23'
C15	2018.00'	1°46'01"	62.23'	N60°13'28"E	62.23'
C16	1935.50'	1°46'01"	59.69'	N60°13'28"E	59.69'
C17	1935.50'	1°16'35"	43.15'	N58°42'08"E	43.15'
C18	2018.00'	1°16'35"	44.99'	N58°42'08"E	44.99'
C19	2148.00'	0°24'12"	15.12'	S61°51'53"W	15.12'
C20	2230.50'	0°24'12"	15.70'	S61°51'53"W	15.70'
C21	2230.50'	1°35'26"	61.95'	S59°53'47"W	61.94'
C22	2148.00'	1°35'26"	59.65'	S59°53'47"W	59.65'
C23	2148.00'	1°35'26"	59.65'	S58°18'14"W	59.65'
C24	2230.50'	1°35'26"	61.95'	S58°18'14"W	61.94'
C25	2230.50'	1°35'26"	61.95'	S56°26'42"W	61.94'
C26	2148.00'	1°35'26"	59.65'	S56°26'42"W	59.65'
C27	2148.00'	1°35'23"	59.65'	S54°50'19"W	59.65'
C28	2230.50'	1°35'26"	61.95'	S54°02'10"W	61.94'
C 22	25.00'	89°50'58"	39.21'	S07°42'23"W	27.92'
C 23	25.00'	90°00'00"	39.27'	N83°01'08"W	28.28'
C 24	71.50'	13°33'44"	16.90'	N31°14'17"W	13.68'
C 25	25.00'	91°05'03"	31.79'	N21°05'07"E	28.55'
C125	1900.50'	2°53'00"	95.64'	N68°04'08"E	95.63'
C127	71.50'	73°50'14"	92.15'	S73°31'14"E	85.95'
C128	25.00'	90°00'00"	39.27'	S06°58'22"W	35.36'
C129	168.50'	13°11'44"	25.21'	N31°41'17"W	25.19'
C130	25.00'	91°12'04"	39.94'	S70°03'27"E	35.86'
C131	1950.50'	2°11'13"	72.96'	N83°11'55"E	72.94'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C132	1900.50'	1°47'36"	56.74'	N01°17'59"E	56.74'
C133	25.00'	9°11'37"	4.01'	N14°36'06"E	4.00'
C134	71.50'	7°16'18"	9.07'	N34°22'59"W	9.07'
C135	25.00'	90°00'00"	39.27'	N33°01'08"W	35.36'
C136	70.00'	90°00'00"	31.42'	S56°58'52"W	28.28'
C137	168.50'	7°36'18"	13.52'	N34°22'59"W	13.51'
C138	25.00'	90°11'21"	31.85'	S76°20'35"E	25.56'
C139	25.00'	96°04'57"	33.54'	N10°01'20"E	29.75'
C140	25.00'	90°00'00"	31.42'	N53°01'08"W	28.28'
C141	25.00'	90°00'00"	31.42'	S36°58'52"W	28.28'
C142	25.00'	90°00'00"	31.42'	N53°01'08"W	28.28'
C143	7°.50'	10°22'46"	12.95'	N32°49'45"W	12.94'
C144	20.00'	89°05'31"	31.09'	N16°53'26"E	28.05'
C145	2265.50'	1°24'46"	55.85'	S60°42'56"W	55.85'
C146	2265.50'	1°30'24"	62.90'	S59°21'44"W	62.90'
C147	20.00'	85°26'07"	29.77'	S78°21'56"E	27.09'
C148	105.50'	2°52'16"	5.34'	N36°35'00"W	5.34'
C149	482.50'	7°24'45"	62.41'	S67°56'50"E	62.36'
C150	20.00'	90°52'38"	33.82'	S10°25'00"W	30.38'
C151	105.50'	3°22'46"	19.23'	N32°49'45"W	19.21'
C152	20.00'	89°05'31"	31.09'	S72°10'10"E	28.05'
C153	2265.50'	1°42'59"	67.87'	S57°09'37"W	67.87'
C274	89.00'	73°35'15"	114.82'	S73°31'44"E	107.02'
C275	1918.00'	11°26'30"	383.00'	N63°47'14"E	382.56'
C276	1918.00'	4°01'35"	134.76'	N67°59'04"E	134.71'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C277	1918.00'	5°11'05"	207.64'	N82°23'36"E	206.94'
C278	1918.00'	1°11'14"	41.17'	N59°40'56"E	41.17'
C279	89.00'	13°33'44"	21.07'	N31°14'17"E	21.02'
C280	89.00'	7°16'18"	11.30'	N34°22'59"W	11.29'
C281	89.00'	6°11'57"	9.45'	N34°58'40"W	9.44'
C282	89.00'	10°22'16"	16.12'	N32°49'53"W	16.10'
C786	2248.00'	4°17'49"	168.58'	S60°12'43"W	168.25'
C787	503.00'	14°17'23"	124.70'	S59°07'35"W	124.38'
C288	503.00'	2°02'57"	17.86'	S53°00'20"W	17.86'
C289	503.00'	12°14'25"	101.82'	S60°09'02"W	101.67'
C321	2013.00'	12°-6'12"	433.35'	N64°12'55"E	432.50'
C322	2148.00'	21°29'44"	805.88'	S68°48'41"W	801.15'
C339	2033.00'	21°45'48"	772.81'	N68°37'12"E	768.17'
C340	517.50'	14°17'23"	129.07'	S59°07'35"W	128.73'
C341	20.00'	91°27'07"	31.92'	S82°17'37"E	28.64'
C355	1918.00'	9°28'36"	353.78'	N76°00'16"E	353.27'
C419	2133.00'	21°29'00"	800.33'	S68°09'14"W	795.22'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S36°54'06"E	4.63'
L2	N59°03'49"E	16.65'
L3	N58°03'49"E	16.65'
L35	N24°27'25"W	6.40'
L36	S32°01'08"E	10.53'
L37	S24°27'25"E	6.32'
L38	N30°44'50"W	13.36'
L39	S36°01'06"E	20.01'
L40	S30°44'50"E	13.15'
L41	N27°58'22"W	3.69'
L43	S27°38'22"E	3.69'
L71	N24°27'25"W	44.23'
L72	N30°44'50"W	50.99'
L73	N31°56'11"W	30.37'
L74	N27°38'22"W	40.88'

LEGEND

- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) PLUMB AS NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT CONTROL MONUMENT (P.C.M.) OR 5/8" IRON PIN AND CAP SET LB #6498
- ✱ INDICATES "X" NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 TO BE SET WITHIN ONE YEAR OF THE (M = RMS PLAT'S RECORDED).
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- C INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- DEA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCE (TYP.)
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INHERERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
- LE INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- POS INDICATES POINT OF SIGHT
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY



TRACT	SQ FT	ACREAGE
A	68,516	1.573
B	165,369	3.796
C	2,275	0.052
D	1,174	0.027
E	161,934	3.717
F	186,299	4.793
G	94,832	2.177
H	563,570	12.947
I	120	0.003
J	70	0.002
K	85	0.002
L	70	0.002
M	17,576	0.403
N	29,725	0.682
O	43,473	0.998
P	8,412	0.193
Q	32,949	0.756

NOTE
LS-10, LS-12, LS-13
LS-13A, LS-15
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4328, PAGE 684 (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-10, LS-13, LS-13A, LS-30
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 173. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-10, LS-13, LS-13A,
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 167. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB6498

MIDDLETON UNIT NO. 5

SECTIONS 15 AND 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 22
PAGE 126

SHEET 8 OF 12

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C117	657.50'	5°04'16"	58.05'	N77°56'37"E	58.03'
C118	867.50'	4°21'22"	51.33'	N73°15'17"E	51.32'
C119	20.00'	92°32'09"	32.30'	N62°30'48"W	28.96'
C120	422.17'	6°44'43"	49.70'	N12°42'23"W	49.67'
C121	325.00'	0°36'47"	3.48'	S05°36'25"E	3.48'
C122	20.00'	89°32'58"	30.91'	S07°47'23"W	27.92'
C123	20.00'	90°00'00"	31.42'	N83°01'04"W	28.28'
C128	20.00'	90°00'00"	31.42'	S06°58'56"W	28.28'
C183	967.50'	0°33'23"	9.06'	N59°12'40"E	9.06'
C184	932.50'	3°58'12"	64.90'	N57°28'59"E	64.88'
C185	932.50'	3°58'12"	64.90'	N53°29'10"E	64.89'
C186	932.50'	3°58'12"	64.88'	N49°31'09"E	64.87'
C187	932.50'	3°59'29"	64.96'	N45°28'50"E	64.95'
C188	932.50'	0°12'50"	3.48'	N38°32'59"E	3.48'
C189	20.00'	90°00'00"	31.42'	S82°30'36"E	28.28'
C190	748.50'	4°31'33"	59.20'	N66°08'52"E	59.18'
C191	748.50'	4°31'33"	59.20'	N61°37'20"E	59.17'
C192	748.50'	4°31'56"	59.19'	N57°05'51"E	59.17'
C193	748.50'	4°31'56"	59.19'	N52°33'54"E	59.17'
C194	748.50'	2°51'41"	37.73'	N50°22'37"E	37.73'
C195	748.50'	2°51'41"	37.73'	N53°22'37"E	37.73'
C196	713.50'	0°24'10"	5.00'	N52°36'00"E	5.00'
C199	713.50'	5°20'39"	66.56'	N55°00'22"E	66.53'
C200	713.50'	5°20'45"	66.57'	N60°21'06"E	66.55'
C201	713.50'	5°20'41"	66.56'	N65°41'45"E	66.53'
C202	47.50'	0°17'15"	3.56'	N62°30'46"E	3.56'
C203	20.00'	90°00'00"	31.42'	S60°20'36"E	28.28'
C210	20.00'	92°53'47"	32.30'	N24°55'17"E	28.90'
C211	632.50'	6°09'18"	67.95'	N74°12'50"E	67.91'
C212	632.50'	7°07'54"	78.75'	N80°04'26"E	78.69'
C218	367.50'	10°35'25"	68.03'	N79°24'53"E	67.94'
C219	367.50'	5°21'17"	34.99'	N71°23'02"E	34.97'
C220	20.00'	90°00'00"	31.42'	N63°20'36"W	28.28'
C228	20.00'	90°00'00"	31.42'	N23°39'23"E	28.28'
C229	332.50'	5°30'27"	31.96'	N71°24'36"E	31.95'
C230	332.50'	13°06'02"	76.04'	N80°42'56"E	75.91'
C255	650.03'	19°23'46"	220.34'	N69°26'16"E	219.29'
C259	350.00'	19°23'45"	118.48'	N69°21'16"E	117.92'
C261	447.17'	12°00'35"	93.75'	N70°20'19"W	93.56'
C262	396.00'	10°36'36"	73.27'	S79°08'23"E	73.16'
C263	396.00'	1°24'10"	7.17'	N85°06'38"W	7.17'
C265	731.00'	16°45'27"	213.77'	N80°17'11"E	212.97'
C266	650.00'	16°45'27"	277.29'	N80°17'41"E	276.31'
C267	950.00'	15°13'36"	252.44'	N81°02'35"E	251.70'
C268	950.00'	1°29'56"	24.85'	N89°40'56"E	24.85'
C304	90.30'	14°29'35"	19.18'	N31°46'47"E	19.14'
C305	18.00'	40°55'55"	12.86'	N68°34'51"W	12.59'
C306	52.00'	76°08'16"	69.10'	S28°59'11"E	64.13'
C307	18.00'	44°46'40"	14.07'	N13°18'23"W	13.71'
C308	328.00'	25°44'55"	176.95'	S22°46'15"E	175.45'
C309	2033.00'	5°10'03"	183.36'	S85°13'25"E	183.29'
C310	102.00'	49°55'03"	88.87'	S75°11'52"E	86.08'
C311	123.00'	20°09'56"	43.28'	N60°19'06"W	43.06'
C312	102.00'	49°36'57"	88.33'	S45°35'28"E	85.59'
C313	330.00'	2°23'23"	13.76'	N21°58'39"W	13.76'
C314	159.18'	19°11'00"	53.29'	N32°35'04"W	53.05'
C315	100.00'	6°32'44"	11.42'	S38°59'05"E	11.41'
C316	275.00'	26°27'41"	126.96'	S22°30'52"E	125.81'
C317	475.00'	7°35'48"	62.98'	N13°07'39"W	62.93'
C318	20.00'	85°35'11"	29.88'	S25°51'47"W	27.17'
C319	967.50'	13°02'55"	220.34'	N62°07'56"E	219.86'
C320	20.00'	87°49'25"	30.66'	N80°28'49"W	27.74'
C336	2033.00'	21°46'48"	772.81'	N68°57'13"E	768.17'
C341	20.00'	91°27'02"	31.92'	S82°17'37"E	28.64'
C342	20.00'	88°30'04"	30.89'	S07°40'56"W	27.91'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C351	71.00'	112°41'38"	139.71'	N32°43'50"E	118.27'
C352	2012.00'	1°07' 5"	39.36'	N69°43'31"E	39.36'
C353	2018.00'	3°47'18"	133.34'	S67°47'02"E	133.40'
C355	2012.00'	9°35'36"	333.78'	N75°06'19"E	333.40'
C356	81.00'	49°55'03"	70.60'	S75°11'52"E	73.42'
C357	138.00'	20°09'56"	48.56'	N60°19'06"W	48.32'
C358	81.00'	49°36'57"	70.14'	S45°35'28"E	70.00'
C359	345.00'	2°53'17"	17.39'	N22°13'26"W	17.39'
C360	166.67'	23°33'48"	43.83'	S14°53'36"W	43.55'
C361	166.67'	17°7'7"	32.19'	S25°9'09"W	32.06'
C362	166.67'	42°05'38"	78.37'	N74°39'25"W	76.92'
C363	5.33'	121°38'17"	7.08'	S60°02'13"E	5.85'
C364	2.33'	125°26'03"	5.10'	N15°46'27"E	5.92'
C365	1081.67'	2°0'26.8"	37.78'	N03°57'14"W	37.77'
C366	135.67'	2°25'9"0"	58.03'	S21°41'37"E	57.58'
C367	793.67'	14°25'25"	73.94'	N25°54'10"W	73.75'
C368	536.33'	13°46'7"	73.09'	N26°16'52"W	72.91'
C369	7.33'	90°00'00"	11.52'	S80°11'47"E	10.37'
C370	7.33'	90°00'00"	11.52'	N09°48'13"E	10.37'
C371	307.33'	4°45'54"	25.56'	S33°18'44"E	25.55'
C372	292.67'	5°38'54"	12.91'	S33°44'46"E	12.91'
C373	536.33'	16°26'1"	39.13'	S22°42'24"E	39.00'
C374	4.33'	86°17'34"	5.97'	S25°39'44"E	5.39'
C375	4.33'	52°53'10"	6.25'	N42°58'39"W	5.71'
C381	2033.00'	0°40'49"	24.14'	N89°11'02"E	24.14'
C382	422.17'	2°23'13"	17.59'	N10°31'38"W	17.59'
C383	417.17'	2°23'13"	17.38'	N10°31'38"W	17.38'
C384	159.18'	10°44'8"	3.00'	N02°31'03"W	3.00'
C385	2033.00'	0°22'23"	3.53'	N08°50'07"E	13.53'
C386	6.33'	89°03'43"	9.88'	S11°41'53"W	8.91'
C387	6.33'	90°56'17"	10.01'	N78°25'07"W	9.00'
C388	306.33'	0°17'55"	1.56'	N32°56'12"W	1.56'
C389	306.33'	0°35'46"	3.00'	N32°32'35"W	3.00'
C390	304.83'	0°23'50"	3.00'	N32°32'33"W	3.00'
C408	19.00'	6°38'25"	0.70'	N25°47'12"W	0.20'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L33	N57°27'25"E	1.59'
L34	N69°20'01"W	16.35'
L48	S68°39'24"W	22.94'
L49	N68°39'24"E	22.94'
L55	S88°59'2"W	17.96'
L63	S68°39'24"W	85.28'
L67	S26°20'01"E	16.36'
L68	S32°41'43"E	19.17'
L81	N38°41'43"W	6.14'
L84	N26°20'01"W	16.36'
L87	N53°27'48"E	36.56'
L88	S53°24'48"W	53.29'
L89	N26°35'12"W	39.22'
L90	N81°35'12"W	7.96'
L91	N32°40'27"W	16.74'
L92	S86°13'3"E	70.90'
L93	S07°49'40"W	14.95'
L94	S53°41'43"E	15.14'
L95	N35°41'43"W	19.14'
L106	S5°47'49"E	41.87'
L107	N57°27'25"E	1.50'
L108	S35°41'43"E	1.39'
L109	S35°41'43"E	2.00'
L110	N54°18'17"E	2.50'
L111	S35°41'43"E	2.00'
L112	N54°18'17"E	2.50'
L113	S35°41'43"E	1.39'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	68,508	1.573
B	165,389	3.796
C	2,279	3.052
D	1,174	0.027
E	161,934	3.717
F	185,569	4.283
G	94,832	2.177
H	563,970	12.947
I	120	0.003
J	70	0.002
K	85	0.002
L	70	0.002
M	17,576	0.403
N	26,793	0.682
O	43,476	0.998
P	8,412	0.193
Q	32,949	0.756

NOTE
LS-10, LS-12, LS-13
LS-13A, LS-15
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-10, LS-13, LS-13A,
LS-30
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 173. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-10, LS-13,
LS-13A,
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 167. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

TRACT "F"
LS-13
EXHIBIT "A"
(SEE NOTE)

TRACT "D"

TRACT "E"
LS-12
EXHIBIT "A"
(SEE NOTE)

TRACT "C"

TRACT "B"
LS-1C
EXHIBIT "A"
(SEE NOTE)

TRACT "M"

TRACT "N"

CENTRAL PARKWAY
MIDDLETON UNIT NO. 1
PLAT BOOK 20, PAGES 25-28N

LOMBARDI PLACE
TORREGAT WAY
MANSELL PATH
WILDBORNE RUN
SHEPHERD TRAIL
CLAIR LANE

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L114	S35°41'43"E	2.00'
L115	S54°18'17"W	2.50'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L116	N35°41'43"W	2.00'
L117	S54°18'17"W	2.50'

PREPARED BY:
CFB SURVEYING
CLYMER FARNER BARLEY
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3128 LB#48

MIDDLETON UNIT NO. 5

SECTIONS 15 AND 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 9 OF 12

PLAT BOOK 22
PAGE 12 H

NOTE
LS-10, LS-13,
LS-13A,
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 187, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

0 30 60 120
1 inch = 60 feet

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C106	25.00'	24°56'30"	10.88'	S08°16'39"E	10.80'
C107	20.00'	90°00'00"	31.42'	N43°11'32"E	28.28'
C108	120.00'	15°22'53"	32.21'	N75°07'02"W	32.12'
C109	170.00'	39°20'36"	63.56'	N55°51'07"W	62.80'
C110	106.00'	9°47'04"	18.19'	N39°35'00"E	18.17'
C111	20.00'	62°03'19"	21.66'	N64°34'08"W	20.62'
C112	60.00'	5°19'10"	5.57'	S35°12'19"E	5.57'
C113	60.00'	33°29'07"	35.07'	S59°38'27"E	34.57'
C114	60.00'	15°35'00"	16.33'	S84°05'56"E	16.28'
C115	667.50'	2°27'00"	28.56'	N88°48'37"E	28.56'
C116	667.50'	5°04'18"	59.05'	N83°03'55"E	59.03'
C117	667.50'	5°04'18"	59.05'	N77°59'37"E	59.03'
C118	667.50'	4°24'22"	51.33'	N73°51'51"E	51.32'
C211	632.50'	6°05'16"	67.25'	N74°15'59"E	67.22'
C212	632.50'	7°07'59"	78.73'	N68°04'23"E	78.68'
C213	632.50'	3°36'46"	39.91'	N64°15'46"E	39.91'
C214	25.00'	89°08'23"	41.85'	S43°52'46"E	37.76'
C215	20.00'	90°00'00"	31.42'	S49°11'59"W	28.28'
C216	167.50'	6°00'23"	17.05'	S85°52'40"E	17.04'
C217	167.50'	7°20'03"	21.39'	N86°23'08"E	21.38'
C218	367.50'	10°36'25"	68.05'	N79°24'53"E	67.94'
C219	367.50'	5°27'17"	34.99'	N71°25'02"E	34.97'
C220	20.00'	90°00'00"	31.42'	N26°20'36"W	28.28'
C221	137.50'	6°08'23"	14.74'	S85°52'40"E	14.73'
C222	20.00'	90°00'00"	31.42'	S49°48'28"E	28.28'
C223	20.00'	90°00'00"	31.42'	N23°39'23"E	28.28'
C224	342.50'	5°30'27"	31.95'	N71°24'38"E	31.95'
C230	342.50'	13°06'05"	78.34'	N80°42'36"E	78.17'
C231	337.50'	0°47'09"	4.63'	N87°39'35"E	4.63'
C232	71.50'	9°47'04"	12.21'	N89°18'00"E	12.20'
C233	20.00'	80°12'56"	28.00'	N44°18'00"E	25.77'
C238	20.00'	90°00'00"	31.42'	S40°48'28"E	28.28'
C239	25.00'	90°00'00"	31.42'	N49°11'32"E	28.28'
C244	25.00'	90°00'00"	39.27'	S40°48'28"E	35.36'
C253	89.00'	9°47'04"	15.20'	N89°18'00"E	15.19'
C254	42.50'	96°18'25"	71.31'	S43°52'40"E	63.24'
C255	650.00'	19°23'45"	220.01'	N78°31'16"E	219.00'
C256	42.50'	9°47'04"	7.26'	S30°09'06"E	7.25'
C257	42.50'	85°21'15"	64.06'	S46°46'14"E	58.16'
C258	150.00'	6°08'23"	16.07'	S85°52'40"E	16.07'
C259	650.00'	19°23'45"	118.45'	N78°21'16"E	117.97'
C301	120.00'	45°43'5"	95.76'	N62°56'33"W	94.25'
C302	2033.00'	5°10'03"	183.36'	S52°23'25"E	183.29'
C303	2018.00'	5°11'18"	183.63'	S87°42'02"E	183.56'
C304	120.00'	30°33'23"	64.00'	N11°05'10"W	63.25'
C391	120.00'	18°36'40"	38.98'	N49°22'38"W	38.81'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L17	N40°48'28"W	28.28'
L18	S85°48'28"E	25.00'
L19	S05°15'25"E	10.00'
L20	S85°48'28"E	40.00'
L21	S55°48'28"E	40.00'
L22	S85°48'28"E	40.00'
L23	S85°48'28"E	40.00'
L24	S85°48'28"E	50.05'
L25	S85°48'28"E	40.00'
L26	S85°48'28"E	50.00'
L27	S85°48'28"E	40.00'
L28	S85°48'28"E	18.17'
L29	S85°48'28"E	14.19'
L30	N84°24'28"E	10.17'
L31	S88°03'09"W	21.77'
L32	S88°03'09"W	50.02'
L33	S88°03'09"W	12.73'
L45	N85°48'28"W	29.05'
L47	S85°03'09"W	18.01'
L48	S88°39'24"E	22.94'
L49	N88°39'24"W	22.94'
L50	N88°03'09"E	11.06'
L56	S85°48'28"E	29.05'
L58	N84°24'28"E	6.12'
L65	S84°24'28"W	38.33'
L84	N89°48'28"W	66.53'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	68,516	1.573
B	165,369	3.796
C	2,275	0.052
D	1,174	0.027
E	161,934	3.717
F	186,589	4.283
G	94,832	2.177
H	563,970	12.947
I	120	0.003
J	70	0.002
K	85	0.002
L	70	0.002
M	17,576	0.403
N	29,729	0.682
O	43,476	0.998
P	8,412	0.193
Q	32,949	0.756

NOTE
LS-10, LS-12, LS-13
LS-13A, LS-15
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4309, PAGE 684, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-10, LS-13, LS-13A,
LS-30
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 173, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

MATCHLINE SHEET 10
MATCHLINE SHEET 8
MATCHLINE SHEET 9

TRACT "L"
SEE DETAIL "G"

MIDDLETON DRIVE

LORISSA TERRACE

KORNEGAY WAY

MANSELL PATH

TRACT "M"
SEE DETAIL "AA"
(SEE SHEET 12)
UNPLATTED

TRACT "B"
LS-10
EXHIBIT "A"
(SEE NOTE)

LANDS PER ORB 4573, PAGE 151

MIDDLETON UNIT NO. 1
PLAT BOOK 20, PAGES 28-28N

CENTRAL PARKWAY
MIDDLETON UNIT NO. 1
PLAT BOOK 20, PAGES 28-28N

DETAIL "H"
1" = 5'

DETAIL "I"
1" = 5'

DETAIL "G"
1" = 10'

DETAIL "J"
1" = 5'

DETAIL "K"
1" = 10'

PREPARED BY:
CFB SURVEYING
CLYMER FARNER BARLEY
4450 NE 83RD ROAD · WILDWOOD, FL 34785
(352) 748-3128 LB#896

MIDDLETON UNIT NO. 5

SECTIONS 15 AND 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 10 OF 12

PLAT BOOK 22
PAGE 12 I

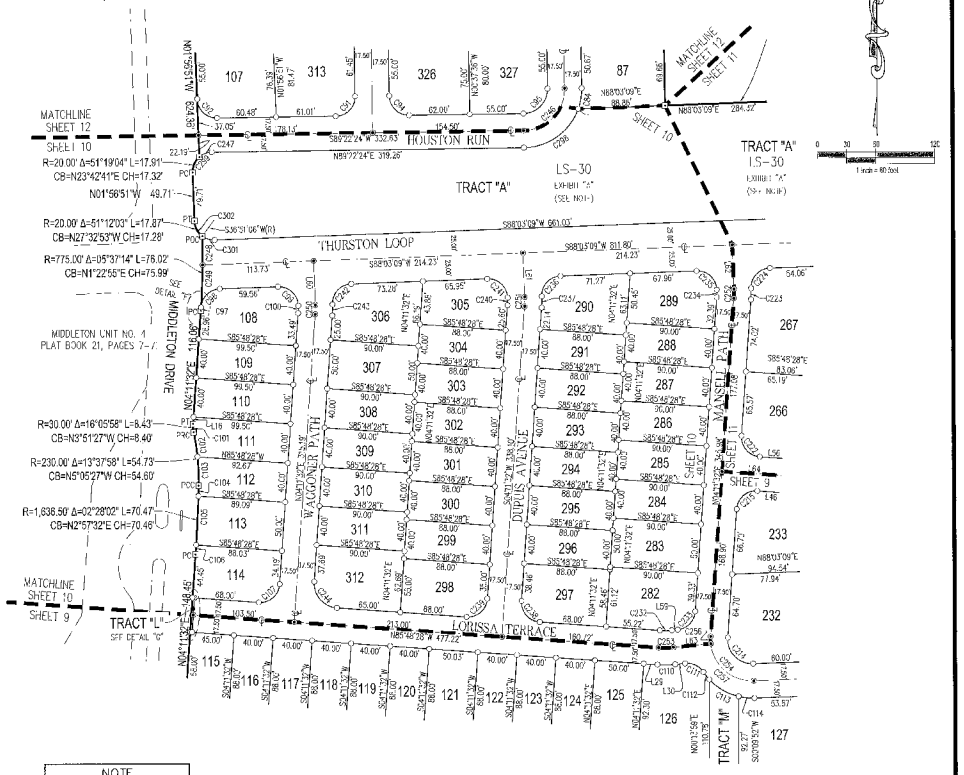
LINE TABLE		
LINE TAG	BEARING	DISTANCE
L16	S01°11'32"W	7.10'
L29	S85°48'28"E	14.19'
L33	N89°24'28"E	10.17'
L48	N85°48'28"W	29.04'
L56	S85°48'28"E	29.04'
L59	N84°24'28"E	6.12'
L60	N01°56'51"W	44.94'
L61	S0°56'51"E	44.94'
L62	N01°56'51"W	44.94'
L63	S84°24'28"W	38.33'
L64	N85°48'28"W	68.55'

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	68,516	1.573
B	165,369	3.796
C	2,275	0.052
D	1,174	0.027
E	161,954	3.717
F	185,569	4.283
G	94,832	2.177
H	563,970	12.947
I	120	0.003
J	70	0.002
K	85	0.002
L	70	0.002
M	17,578	0.403
N	29,729	0.682
O	43,476	0.998
P	8,440	0.193
Q	57,949	0.756

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C01	60.00'	20°21'36"	21.32'	N69°08'12"E	21.21'
C91	20.00'	90°00'00"	31.42'	N44°22'24"E	28.28'
C92	20.00'	88°46'46"	30.99'	S46°17'14"E	27.98'
C94	20.00'	90°00'00"	31.42'	S45°37'36"E	28.28'
C95	25.00'	90°00'00"	39.27'	N44°22'24"E	35.36'
C97	775.00'	0°15'27"	3.48'	N84°03'43"E	3.52'
C98	20.00'	84°07'14"	29.36'	S53°03'30"W	26.80'
C99	20.00'	90°00'00"	31.44'	N45°54'51"W	28.29'
C100	7.56'	0°01'23"	7.56'	N01°56'07"E	7.56'
C101	30.00'	16°05'58"	8.43'	S80°53'10"E	8.40'
C102	230.00'	6°17'13"	25.24'	N03°45'51"W	25.23'
C103	230.00'	7°20'45"	29.49'	N01°06'51"W	29.47'
C104	1636.50'	0°22'30"	10.71'	N01°17'46"E	10.71'
C105	1636.50'	1°45'04"	50.01'	N00°56'36"E	50.01'
C106	1636.50'	0°70'28"	3.74'	N01°01'19"E	9.72'
C107	20.63'	90°03'01"	31.47'	N48°11'32"E	28.28'
C110	106.50'	9°47'04"	18.19'	N.89° 3'00"E	8.17'
C111	20.00'	62°22'49"	21.68'	N84°34'08"W	20.62'
C112	60.00'	5°19'10"	9.76'	S35°12'19"E	9.75'
C113	60.00'	33°23'07"	35.57'	S56°36'27"E	34.57'
C114	80.00'	15°25'50"	16.33'	S84°08'46"E	16.28'
C214	20.00'	86°08'23"	41.75'	S43°52'46"E	37.20'
C215	20.00'	90°00'00"	31.42'	S49°11'32"W	28.28'
C222	20.00'	90°00'00"	31.42'	S40°48'28"E	28.28'
C223	106.50'	6°06'15"	11.36'	N01°08'09"E	11.35'
C224	20.00'	85°58'22"	31.41'	S43°03'55"W	28.28'
C232	71.50'	9°47'04"	12.21'	N89°18'30"E	12.20'
C233	20.00'	80°12'06"	28.00'	N44°18'30"E	25.77'
C234	71.50'	6°04'23"	7.58'	N01°09'20"E	7.58'
C235	20.00'	90°04'00"	31.44'	N45°54'51"W	28.30'
C236	20.00'	89°38'22"	31.41'	S43°03'58"W	28.28'
C237	106.50'	6°06'15"	11.36'	N01°08'09"E	11.35'
C238	20.00'	90°00'00"	31.42'	S49°48'28"E	28.28'
C239	20.00'	90°00'00"	31.42'	N45°11'32"E	28.28'
C240	71.50'	6°04'23"	7.58'	S01°09'20"W	7.58'
C241	20.00'	90°04'00"	31.44'	S45°54'51"E	28.30'
C242	20.00'	89°38'22"	31.41'	N43°03'58"E	28.28'
C243	106.50'	6°06'15"	11.36'	N01°08'09"E	11.35'
C244	25.00'	90°00'00"	39.27'	S40°48'28"E	35.36'
C246	42.50'	90°00'00"	66.76'	N44°22'24"E	60.10'
C247	20.00'	40°20'16"	13.96'	S66°22'16"W	13.68'
C248	775.00'	2°10'32"	29.43'	N02°20'26"W	29.41'
C249	775.00'	3°11'02"	43.08'	N02°20'22"E	43.07'
C250	99.00'	6°06'23"	9.54'	N01°07'20"E	9.53'
C251	99.00'	6°06'23"	9.54'	N01°07'20"E	9.53'
C252	85.00'	6°06'23"	9.54'	N01°07'20"E	9.53'
C253	85.00'	9°47'04"	15.20'	N89°18'30"E	15.18'
C254	42.50'	90°02'23"	71.31'	S43°57'46"E	63.24'
C256	42.50'	9°47'04"	7.28'	S03°42'30"E	7.28'
C257	42.50'	86°21'18"	64.06'	S48°48'12"E	58.16'
C298	60.00'	69°28'22"	72.75'	N54°38'12"E	68.38'
C299	20.00'	91°19'14"	31.88'	S43°42'46"W	28.61'
C301	20.00'	38°47'57"	13.54'	S72°32'53"E	13.29'
C302	20.00'	90°00'00"	31.42'	S46°56'51"E	28.28'

LEGEND

⊠	INDICATES 4" X 4" X 24" CONCRETE MONUMENT (NOTE:ONCE MONUMENT (P.R.M.) FOUND AS NOTED.
▣	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP "LLL LB #6498
◉	INDICATES P.C. N&S, AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #3.)
CS	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
SRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCE PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY



PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING

4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3120 LB#498

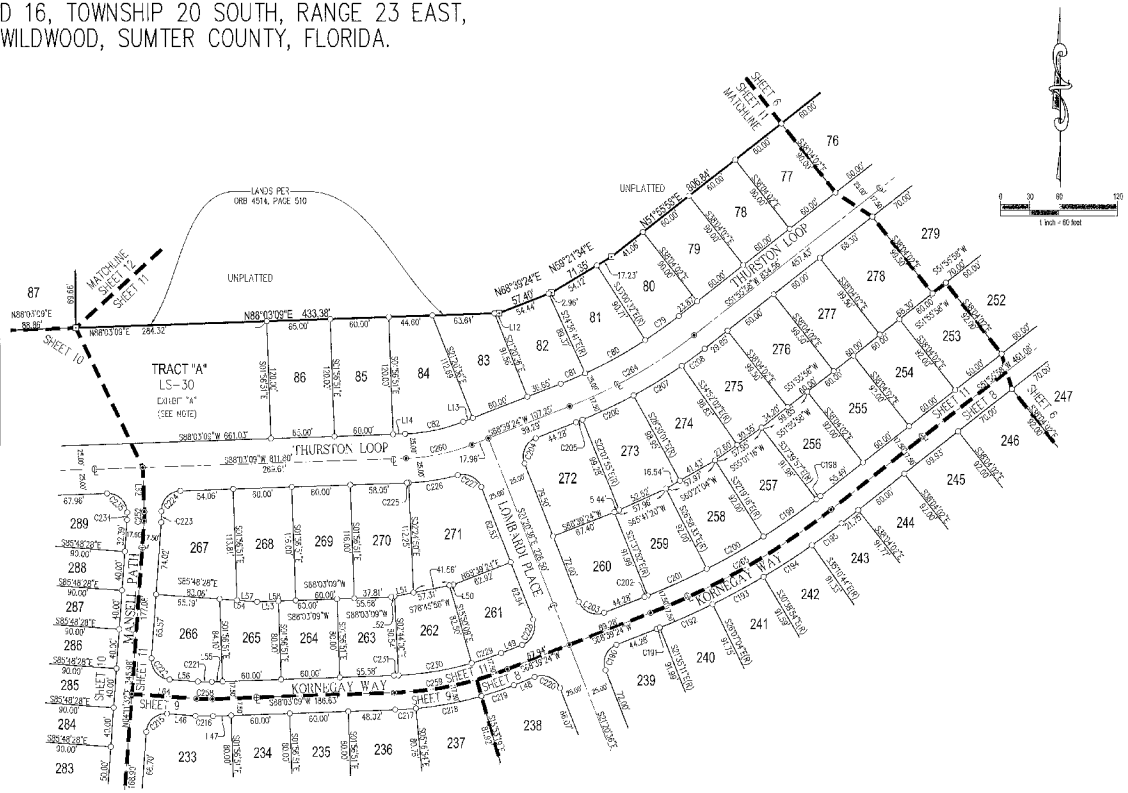
MIDDLETON UNIT NO. 5

SECTIONS 15 AND 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 22
PAGE 125

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C79	479.50'	5°03'29"	42.33'	N54°27'45"E	42.32'
C80	479.50'	8°25'51"	70.76'	N61°11'27"E	70.21'
C81	479.50'	2°16'05"	27.35'	N66°32'01"E	27.35'
C82	179.50'	19°23'45"	60.76'	N78°21'36"E	60.48'
C190	20.00'	90°00'00"	31.42'	S25°59'24"W	28.28'
C191	746.50'	0°14'55"	3.18'	N68°32'06"E	3.18'
C192	746.50'	4°31'54"	59.20'	N66°08'52"E	59.18'
C193	746.50'	4°31'50"	59.19'	N61°37'01"E	59.17'
C194	746.50'	4°31'50"	59.19'	N57°05'11"E	59.17'
C249	746.50'	2°53'18"	37.73'	N53°22'37"E	37.73'
C198	713.50'	0°24'04"	5.00'	N52°08'00"E	5.00'
C199	713.50'	5°23'39"	66.55'	N55°00'22"E	66.55'
C200	713.50'	5°20'45"	66.57'	N60°21'54"E	66.55'
C201	713.50'	5°20'41"	66.56'	N65°41'40"E	66.53'
C202	713.50'	0°17'57"	3.73'	N68°00'40"E	3.73'
C203	25.00'	90°00'00"	31.42'	S56°20'36"E	28.28'
C204	20.00'	90°00'00"	31.42'	S25°59'24"W	28.28'
C205	522.00'	9°41'19"	79.10'	N68°15'46"E	79.02'
C206	522.00'	6°22'05"	58.07'	N64°41'02"E	57.99'
C207	522.00'	6°22'02"	58.01'	N58°18'56"E	57.98'
C208	522.00'	3°11'59"	29.15'	N53°31'58"E	29.15'
C215	20.00'	90°00'00"	31.42'	S46°11'59"W	28.28'
C216	467.50'	2°08'23"	17.46'	S88°52'40"E	17.94'
C217	467.50'	2°20'03"	19.09'	N86°23'08"E	21.38'
C218	467.50'	10°36'25"	86.03'	N79°24'53"E	67.94'
C219	467.50'	5°27'17"	44.50'	N71°23'02"E	34.97'
C220	20.00'	90°00'00"	31.42'	N65°26'36"E	28.28'
C221	132.50'	6°08'23"	14.20'	S86°47'40"E	14.19'
C222	20.00'	90°00'00"	31.42'	S49°48'28"E	28.28'
C223	406.50'	8°06'45"	11.38'	N61°08'00"E	11.38'
C224	20.00'	89°58'22"	31.41'	S43°03'39"W	28.28'
C225	229.50'	0°27'59"	1.87'	N87°43'09"E	1.87'
C226	229.50'	17°47'30"	50.91'	N81°13'54"E	50.80'
C227	20.00'	83°46'16"	29.24'	N65°13'50"W	26.71'
C228	20.00'	90°00'36"	31.42'	N23°35'23"E	28.28'
C229	332.50'	5°30'27"	31.93'	N17°21'54"E	31.93'
C230	332.50'	12°06'09"	70.24'	N30°42'58"E	70.12'
C231	332.50'	0°47'09"	4.56'	N35°35'55"E	4.56'
C234	71.50'	6°04'25"	7.58'	N81°09'20"E	7.58'
C235	20.00'	90°04'36"	31.44'	N36°14'49"W	28.30'
C252	89.00'	6°08'23"	9.54'	N01°07'23"E	9.53'
C258	150.00'	6°38'21"	18.07'	S88°52'40"E	18.07'
C259	350.00'	19°23'45"	118.48'	N78°21'36"E	117.92'
C260	204.50'	19°23'45"	69.23'	N78°21'36"E	68.90'
C261	504.50'	16°43'25"	147.25'	N82°17'41"E	146.75'
C262	737.50'	16°43'25"	215.27'	N82°17'41"E	214.61'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L12	N89°03'09"E	4.71'
L13	S68°35'24"W	10.63'
L14	S89°03'09"W	12.42'
L46	N65°46'28"W	29.03'
L47	S88°03'09"W	18.61'
L48	S68°36'24"W	22.94'
L49	N65°39'24"E	22.91'
L50	S78°45'56"W	4.06'
L51	N75°45'56"E	23.33'
L52	S78°45'56"W	3.59'
L53	S89°03'09"W	21.84'
L54	N65°46'28"W	38.35'
L55	N89°03'09"E	11.06'
L56	S89°46'28"E	29.03'
L57	S89°46'28"E	20.51'
L58	N89°03'09"E	39.61'
L61	N25°46'28"W	65.53'



LEGEND

⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET 5/8" IRON PIN AND CAP SET LB #6498
⊛	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 TO BE SET WITHIN ONE YEAR OF T.C. DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8), FLORIDA STATUTES. (SEE NOTE #5.)
(2)	INDICATES CURVE NUMBER IN CURVE TABLE.
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
ARC	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
POT	INDICATES POINT OF TANGENCY
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
OHL	INDICATES OVERHEAD UTILITY FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
L3	INDICATES INCREASED BUSINESS
NO	INDICATES NUMBER
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

NOTE
LS-10, LS-12, LS-13 LS-13A, LS-15
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4320, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-10, LS-13, LS-13A, LS-30
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 145. (STORMWATER RUNOFF, RETENTION & INLAND EFFLUENT)

NOTE
LS-10, LS-13, LS-13A,
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 167. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	68,516	1.573
B	165,369	3.796
C	2,275	0.052
D	1,174	0.027
E	161,934	3.717
F	186,389	4.283
G	94,632	2.177
H	565,970	12.994
I	120	0.003
J	70	0.002
K	85	0.002
L	70	0.002
M	17,576	0.403
N	29,729	0.682
O	43,476	0.998
P	8,412	0.193
Q	32,949	0.756

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

MIDDLETON UNIT NO. 5

SECTIONS 15 AND 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 12 OF 12

PLAT BOOK 22
PAGE 12 K

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C56	50.00'	16°22'41"	14.29'	N08°02'33"W	14.24'
C57	71.50'	1°30'09"	1.87'	N05°19'34"E	1.87'
C60	20.00'	74°05'27"	25.86'	N47°54'10"E	24.12'
C61	50.00'	18°42'49"	16.33'	S75°57'39"W	16.26'
C84	50.00'	20°01'28"	21.36'	N09°38'12"E	21.36'
C85	50.00'	5°16'01"	9.70'	N05°15'37"W	9.65'
C86	60.00'	47°01'16"	49.24'	N33°24'16"W	47.87'
C87	60.00'	32°58'04"	34.52'	N73°23'57"W	34.05'
C88	20.00'	50°54'27"	17.77'	S84°25'53"E	17.19'
C89	20.00'	92°23'52"	32.14'	S44°05'05"E	28.79'
C90	20.00'	89°15'22"	31.16'	N45°15'16"E	28.10'
C91	20.00'	90°00'00"	31.42'	N44°22'24"E	28.28'
C92	20.00'	88°46'46"	30.99'	S46°01'01"E	27.98'
C93	20.00'	90°14'38"	31.65'	S44°44'42"W	28.47'
C94	20.00'	90°00'00"	31.42'	S45°37'35"E	28.28'
C95	25.00'	90°00'00"	39.27'	N44°22'24"E	35.36'
C96	25.00'	89°15'22"	38.93'	N45°15'16"E	35.10'
C108	120.00'	15°23'53"	32.21'	N82°03'02"E	32.12'
C109	120.00'	30°20'59"	63.56'	N65°15'07"E	62.82'
C245	42.50'	89°15'22"	66.21'	N45°15'16"E	59.71'
C246	42.50'	90°00'00"	66.76'	N44°22'24"E	60.10'
C247	20.00'	40°30'10"	14.96'	S69°22'18"E	14.65'
C298	60.00'	69°28'22"	72.75'	N54°38'12"E	68.38'
C299	20.00'	91°19'14"	31.88'	S43°42'46"W	28.61'
C303	123.00'	45°43'51"	98.18'	N62°56'33"W	95.66'
C392	20.00'	63°16'53"	22.09'	N42°28'03"E	20.98'
C393	20.00'	10°52'34"	3.80'	N79°39'47"E	3.79'

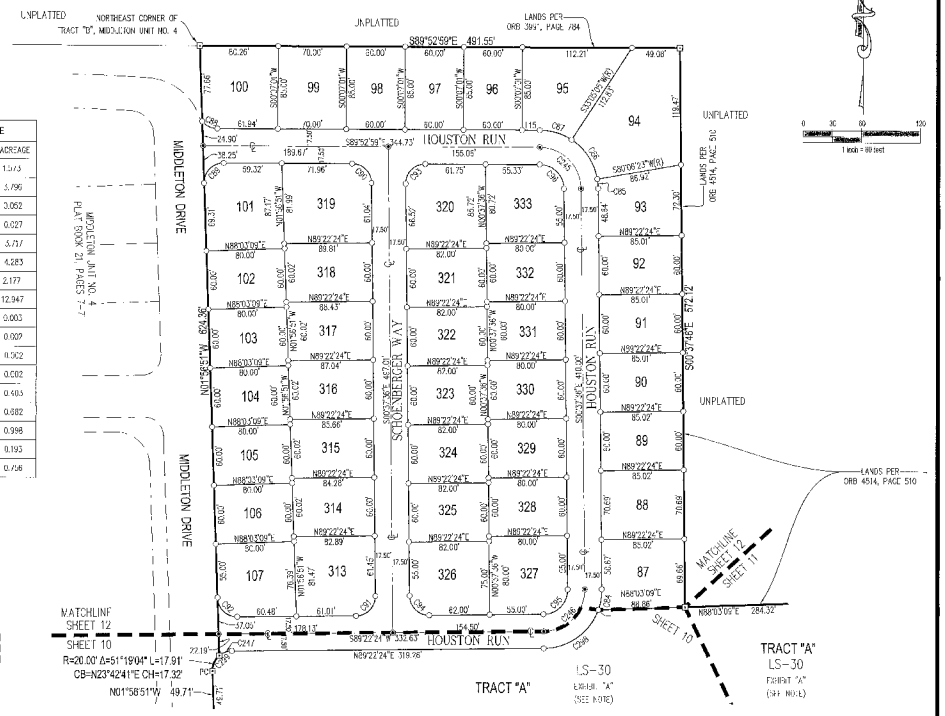
NOTE
LS-10, LS-12, LS-13
LS-13A, LS-15
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

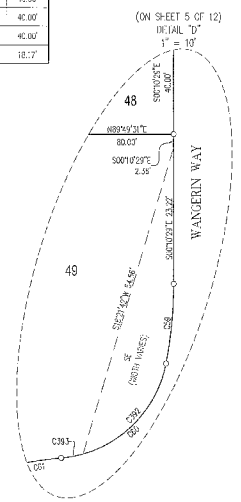
NOTE
LS-10, LS-13, LS-13A,
LS-30
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 173, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

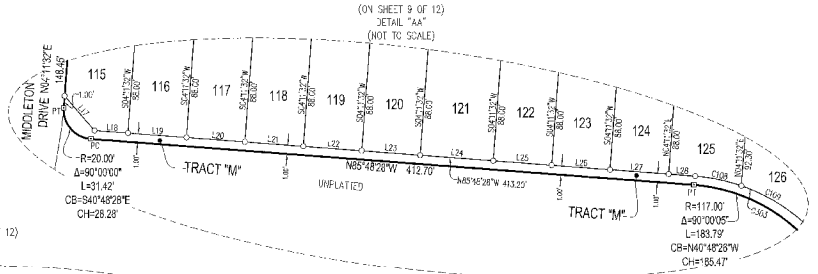
NOTE
LS-10, LS-13,
LS-13A,
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4637, PAGE 164, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

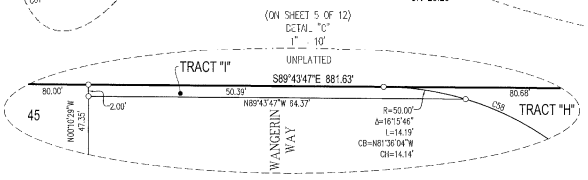
TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	68,578	1.573
B	165,969	3.810
C	2,275	0.052
D	1,174	0.027
E	161,534	3.707
F	186,569	4.283
G	94,832	2.177
H	563,970	12.947
I	120	0.003
J	/C	0.002
K	85	0.002
L	70	0.002
M	17,578	0.403
N	29,729	0.682
O	43,476	0.998
P	8,412	0.193
Q	32,949	0.756

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L15	S89°52'59"E	18.16'
L17	N43°48'28"W	28.28'
L18	S89°48'28"E	25.00'
L19	S89°18'28"E	40.00'
L20	S89°48'28"E	40.00'
L21	S89°48'28"E	40.00'
L22	S89°48'28"E	40.00'
L23	S89°43'25"E	40.00'
L24	S89°48'28"E	50.03'
L25	S89°48'28"E	40.00'
L26	S89°48'28"E	40.00'
L27	S89°48'28"E	40.00'
L28	S89°48'28"E	18.72'









LEGEND

(R)	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
▣	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6498
◉	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.). LB #6498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES. (SEE NOTE #5.)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L1	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL, FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LB	INDICATES LICENSED BUSINESS
(R)	INDICATES NUMBER
"B"	INDICATES PLAT BOOK
PG	INDICATES PAGE
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3120 LB6498

Middleton Unit No. 6 Plat

Inst. Number: 202560007454 Book: 4803 Page: 791 Page 1 of 1 Date: 2/12/2025 Time: 11:47 AM
Erin C Munz Clerk of Courts, Sumter County, Florida

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007454 Date: 02/12/2025 Time: 11:47AM
Page 1 of 1 B: 4803 P: 791 By: BO

ADMINISTRATIVE RECORDING ON BEHALF OF THE SUMTER COUNTY CLERK OF THE CIRCUIT COURT

This page is being recorded to verify recording of a new plat on

This **12th** day of **February, 2025** Instrument **No** 202560007454

Name: **MIDDLETON UNIT N0. 6**

Unit No. _____ Plat Book No. **22** Pages **34-34A-F**

Section: **21** Township: **20S** Range: **23E**
Section: ___ Township: _____ Range: _____
Section: ___ Township: _____ Range: _____
Section: ___ Township: _____ Range: _____

R→ Melissa W.

ERIN C. MUNZ
CLERK OF THE CIRCUIT COURT
SUMTER COUNTY, FLORIDA

BY: _____ D.C.

CONSTRAINTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS SUBDIVISION ARE RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA IN OR BOOK 342 PAGE 4

MIDDLETON UNIT NO. 6

SHEET 1 OF 7

SECTION 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

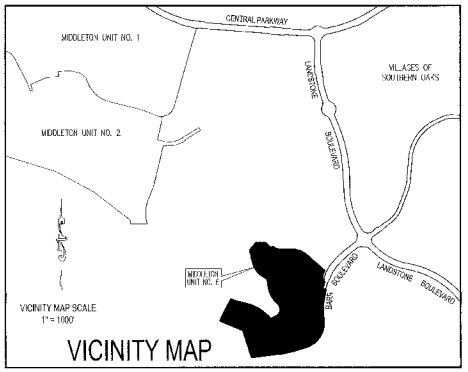
PLAT BOOK 22
PAGE 34

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY CORNER OF TRACT "C", MIDDLETON UNIT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGES 8, 8A THROUGH 8"D", PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING THIRTY-FIVE (35) COURSES BEING ALONG THE BOUNDARY LINES OF SAID PLAT: THENCE RUN N26°35'07"E, 346.37 FEET TO THE INTERSECTION OF THE SOUTHERLY AND EASTERLY RIGHT-OF-WAY LINES OF DRY CREEK TRAIL; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE RUN N30°19'36"E, 50.08 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF S88°04'18"E, 80.39 FEET TO WHICH A RADIAL LINE BEARS S30°19'36"W; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°48'33", AN ARC DISTANCE OF 80.68 FEET TO THE POINT OF TANGENCY; THENCE S76°28'54"E, 175.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 775.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°33'45", AN ARC DISTANCE OF 508.68 FEET; THENCE ALONG A NON-TANGENT LINE RUN N62°03'26"E, 143.11 FEET; THENCE N24°44'42"E, 81.46 FEET; THENCE N03°54'15"W, 59.47 FEET; THENCE N17°16'06"W, 55.60 FEET; THENCE N43°52'19"W, 126.36 FEET; THENCE N34°56'57"W, 53.40 FEET; THENCE N22°06'51"W, 83.49 FEET; THENCE N09°30'15"W, 80.15 FEET; THENCE N07°56'07"E, 122.17 FEET; THENCE N57°19'53"W, 152.87 FEET; THENCE N49°29'52"W, 62.53 FEET; THENCE N29°51'39"W, 82.56 FEET; THENCE N15°02'54"W, 174.72 FEET; THENCE N12°09'29"W, 102.43 FEET; THENCE N39°26'58"E, 154.13 FEET; THENCE S85°51'01"E, 154.13 FEET; THENCE S49°41'07"E, 116.10 FEET; THENCE S47°00'07"W, 8.55 FEET; THENCE N88°28'54"E, 52.82 FEET; THENCE S04°19'53"E, 53.96 FEET; THENCE S84°13'24"E, 76.18 FEET; THENCE N80°00'00"E, 230.82 FEET; THENCE S74°30'08"E, 94.59 FEET; THENCE S82°08'59"E, 59.08 FEET; THENCE S48°43'31"E, 433.86 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 744.10 FEET AND A CHORD BEARING AND DISTANCE OF S21°46'05"W, 84.55 FEET TO WHICH A RADIAL LINE BEARS N64°58'28"W; THENCE CONTINUING ALONG SAID MAINTAINED BOUNDARY OF MIDDLETON UNIT NO. 3 RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°30'51", AN ARC DISTANCE OF 84.60 FEET; THENCE ALONG A NON-TANGENT LINE RUN S27°28'09"E, 108.91 FEET; THENCE S73°41'34"E, 30.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF BARR BOULEVARD; THENCE ALONG SAID WESTERLY AND SOUTHERLY RIGHT-OF-WAY LINES OF BARR BOULEVARD RUN S16°18'26"W, 119.98 FEET; THENCE S73°41'34"E, 80.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,170.00 FEET AND A CHORD BEARING AND DISTANCE OF S04°10'09"W, 494.89 FEET TO WHICH A RADIAL LINE BEARS N73°41'34"W; THENCE DEPARTING THE BOUNDARY OF SAID PLAT RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°15'33", AN ARC DISTANCE OF 495.38 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 430.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°37'08", AN ARC DISTANCE OF 605.04 FEET TO THE POINT OF TANGENCY; THENCE S72°29'01"W, 578.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,530.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°34'46", AN ARC DISTANCE OF 282.55 FEET TO THE POINT OF TANGENCY; THENCE S83°14'50"W, 488.74 FEET TO A PUN ON THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4279, PAGE 503, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID BOUNDARY: RUN N17°29'35"W, 474.23 FEET; THENCE N39°57'36"W, 419.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 45.55 ACRES, MORE OR LESS



95 LOTS – 6 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS ARE BASED ON THE SOUTHEASTERLY LINE OF TRACTS "C", "E" AND "B", MIDDLETON UNIT NO. 3 AS RECORDED IN PLAT BOOK 21, PAGES 8, 8A THROUGH 8"D", PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AS BEING N26°35'07"E.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (+). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND ON SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "B" AND "C" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "A", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N" AND "P" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER, NO ACCESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) TRACT "G" IS RESERVED BY THE DEVELOPER.

11.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT (WHETHER BY THE PLAT OR OTHERWISE), TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (C) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY THE APPLICABLE UTILITY COMPANY SERVING THE SUBDIVISION, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC (TO THE EXTENT SUCH COSTS ARE NOT PAID DIRECTLY BY THE RECORD OWNER OF A FEE SIMPLE TITLE TO ANY HOMESITE); (D) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM, INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY OTHER UTILITY PROVIDERS, OF THE CITY OF WILDWOOD; (E) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (F) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES, BUT NOT ANY RAILINGS, LOCATED ON OR ADJACENT TO: (I) THE REAR LOT LINES OF HOMESITES 1 THROUGH 7, 11 THROUGH 16, 23 THROUGH 25, AND 39 THROUGH 11; (II) ALONG TARY BOULEVARD; (III) THE EASTERLY BOUNDARY OF HOMESITES 16 AND 17; AND (IV) THE SOUTHERLY BOUNDARY OF HOMESITE 72; AND (G) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACT E OF THE SUBDIVISION.

12.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

MIDDLETON UNIT NO. 6
CONVEYANCE AND GRANT OF EASEMENTS TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N" AND "P" AND THE ROADWAYS SHOWN ON THIS PLAT OF MIDDLETON UNIT NO. 6, IS HEREBY SOLD, CONVEYED AND SET OVER TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT); (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SEWAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY ACCEPTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES:

(1) SIGNATURE Jennifer A. Peters
PRINT NAME

7580 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

(2) SIGNATURE Lisa Carnes
PRINT NAME

7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 28th DAY OF January, 2025 BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO.: HH 608107
COMMISSION EXPIRES: 11-15-2028

LISA CARNES
MY COMMISSION # HH 608107
EXPIRES: November 15, 2028

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO F.S. CHAPTER 177, AS CERTIFIED BY THE REVIEWING SURVEYOR SHOWN BELOW.

MELANIE D. STRICKLAND
DEVELOPMENT SERVICES DIRECTOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS 17th DAY OF February, 2025

JESSICA BANNER
JESSICA BANNER
CITY CLERK

ED WOLF
ED WOLF
MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS 10th DAY OF February, 2025

JOSHUA E. BAIL
PRINT NAME
CITY OF WILDWOOD, ATTORNEY

SIGNATURE
CITY OF WILDWOOD, ATTORNEY

MELANIE D. STRICKLAND
DEVELOPMENT SERVICES DIRECTOR

JEREMY HOCKENBURY
PUBLIC WORKS DIRECTOR

Mohammad Morad
PRINT NAME
CITY OF WILDWOOD, ENGINEER

SIGNATURE
CITY OF WILDWOOD, ENGINEER

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

Ronald W. Herr
SIGNATURE

2/5/25
DATE

RONALD W. HERR, P.L.S.
WADE SURVEYING, INC.

4907
REGISTRATION NO.

RONALD WILLIAM HERR LICENSE NUMBER LS 4907 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

LS 4907
SEAL
STATE OF FLORIDA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, MIDDLETON UNIT NO. 6, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC AND DEDICATES TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N" AND "P" TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A.

WITNESSES:

(1) SIGNATURE Jennifer A. Peters
PRINT NAME

7580 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

(2) SIGNATURE Lisa Carnes
PRINT NAME

7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: MARTIN L. DZURO, MANAGER

WITNESSES:

(1) SIGNATURE Jennifer A. Peters
PRINT NAME

9507 KISSELL ROAD
THE VILLAGES, FLORIDA 32163
MAILING ADDRESS

(2) SIGNATURE Lisa Carnes
PRINT NAME

7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT

BY: JOSEPH RICCIARDI, JR., CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 28th DAY OF January, 2025 BY JOSEPH RICCIARDI, JR., THE CHAIR OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Jennifer A. Peters
COMMISSION NO.: HH 616162
COMMISSION EXPIRES: 12-10-2028

JENNIFER A PETERS
MY COMMISSION # HH 616162
EXPIRES: December 10, 2028

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF MIDDLETON UNIT NO. 6, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN HEREON WERE PLACED ON THE 26th DAY OF Nov, 2024. FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
LICENSED BUSINESS NO. 8192

KAYLEE JAMESON
REGISTRATION NO. 5913

1/21/25
DATE

KAYLEE N. JAMESON LICENSE NUMBER NO. 5913 SEAL STATE OF FLORIDA

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON February 12, 2025 AT 11:47 AM/PM FILE NUMBER 2025600 7491
PLAT BOOK 22 PAGE 34-34F

CLERK OF THE COURT IN AND
FOR SUMTER COUNTY, FLORIDA

Mellissa K. Woodell
PRINT NAME
DEPUTY CLERK

SIGNATURE
DEPUTY CLERK

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB8408

MIDDLETON UNIT NO. 6

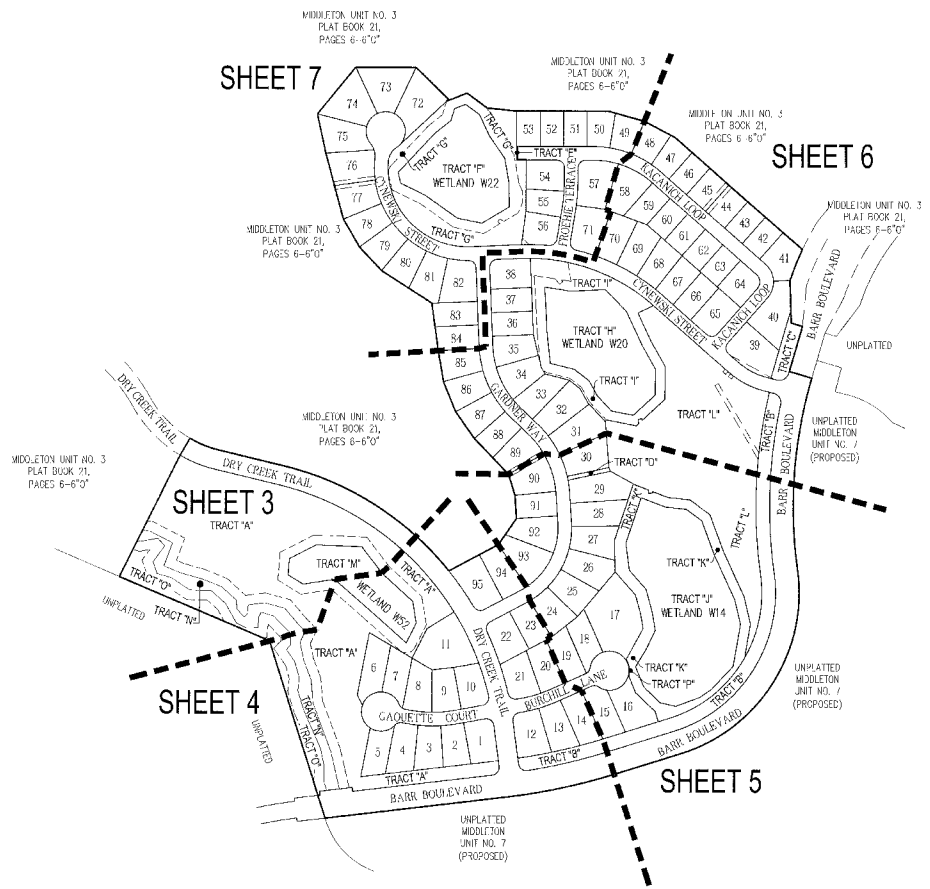
SECTION 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 2 OF 7

PLAT BOOK 22
PAGE 34A

1 inch = 150 feet

KEY MAP



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	222,295	5.103
B	47,580	1.092
C	6,013	0.138
D	1,102	0.025
E	114	0.003
F	52,237	1.199
G	54,407	1.249
H	60,536	1.390
I	19,645	0.451
J	104,526	2.400
K	37,877	0.869
L	146,288	3.358
M	34,033	0.781
N	26,958	0.619
O	38,867	0.892
P	63	0.001

LEGEND

⊠	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #2493
◉	INDICATES P.R.M. AND 7/8" PERMANENT CONTROL POINT (P.C.P.) LB #2493 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
C1	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
PCC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCE PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL, FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ. FT.	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY: CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3128 LB#436

MIDDLETON UNIT NO. 6

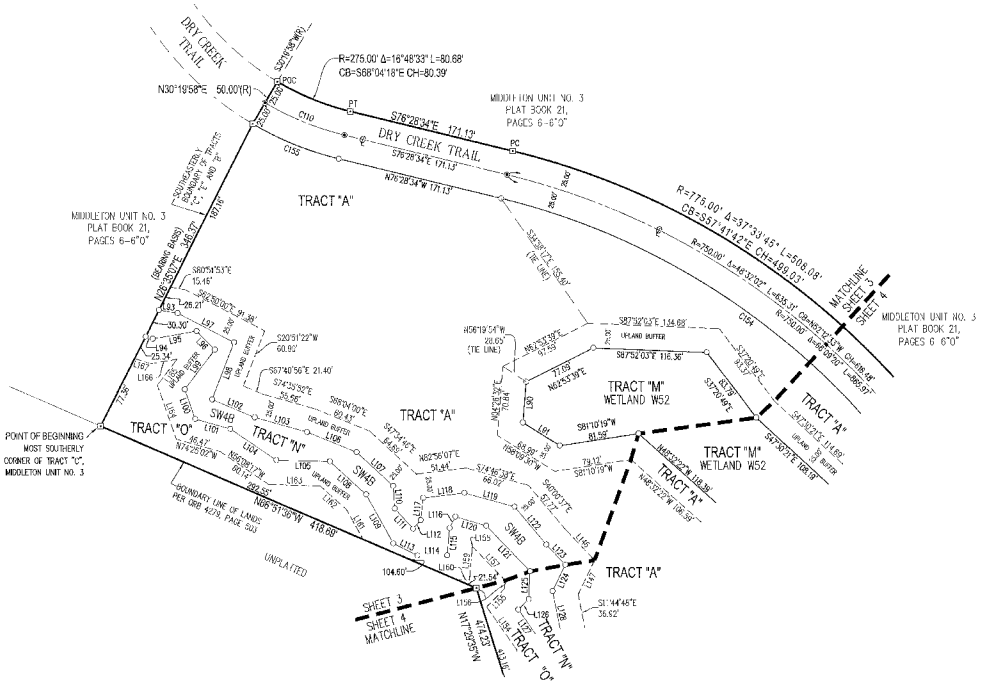
SECTION 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 22
PAGE 348

0 30 60 120
1 inch = 60 feet

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	232,295	5.333
B	67,580	1.092
C	6,013	0.138
D	1,102	0.025
E	114	0.003
F	52,297	1.201
G	54,407	1.249
H	60,538	1.390
I	40,545	0.931
J	104,926	2.409
K	37,677	0.865
L	146,288	3.358
M	34,033	0.781
N	26,956	0.619
O	36,867	0.892
P	63	0.001

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L90	N04°26'32"E	41.85'
L91	N56°09'30"W	44.52'
L93	S80°51'53"E	19.35'
L94	N72°49'24"W	7.90'
L95	S79°50'28"W	45.54'
L96	N44°45'51"W	26.81'
L97	S82°50'00"E	63.03'
L98	S20°51'22"W	82.98'
L99	N38°47'33"E	51.35'
L100	N19°39'57"W	31.82'
L101	N74°25'02"W	37.55'
L102	S67°40'56"E	47.28'
L103	S74°35'52"E	55.74'
L104	N06°08'17"W	56.85'
L105	N88°44'50"W	54.85'
L106	S58°04'00"E	54.49'
L107	S47°34'46"E	50.84'
L108	N47°58'33"W	50.02'
L109	N39°09'04"W	57.37'
L110	S04°23'38"E	23.27'
L111	S42°07'47"E	27.82'
L112	N41°28'53"E	11.88'
L113	N67°25'42"W	27.05'
L114	S89°35'16"W	30.44'
L115	S04°49'56"W	28.05'
L116	S27°25'11"W	13.31'
L117	N06°09'58"E	22.91'
L118	N82°56'07"E	42.54'
L119	S74°46'38"E	53.27'
L120	N73°45'08"W	32.76'
L121	N44°05'59"W	64.98'
L122	S40°09'37"E	50.70'
L123	S43°26'30"E	28.32'
L124	S25°53'38"W	30.17'
L125	N03°06'35"E	28.68'
L126	N44°46'15"E	14.85'
L127	N35°27'25"W	36.66'
L128	S11°44'46"E	61.29'
L146	S43°28'30"E	44.75'
L147	S25°31'38"W	38.92'
L154	N35°27'29"W	53.33'
L155	N44°46'15"E	26.40'
L156	N03°06'35"E	8.25'
L157	N44°05'59"W	47.33'
L158	N73°45'08"W	0.51'
L159	S04°49'56"W	33.61'
L160	S89°35'16"W	12.85'
L161	N29°09'04"W	34.67'
L162	N47°58'33"W	36.58'
L163	N88°44'50"W	52.68'
L164	N19°39'57"W	58.18'
L165	N36°47'33"E	33.71'
L166	S79°50'28"W	27.08'
L167	N72°49'24"W	17.72'



CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C110	300.00'	16°48'33"	88.01'	S68°04'18"E	87.70'
C154	725.00'	44°45'14"	566.30'	N54°05'58"W	552.01'
C155	325.00'	16°48'33"	95.35'	S68°04'18"E	95.01'

LEGEND

⊞	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED
[•]	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #8498
◉	INDICATES P.R. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #8498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP (# RF 9811) IN ACCORDANCE WITH SECTION 177.091(9), FLORIDA STATUTES. (SEE NOTE #5.)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CURVE BEARING
CH	INDICATES CHORD DISTANCE
#	INDICATES ASC FINISH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES.
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LE	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT OF WAY

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 749-3126 LB8498

MIDDLETON UNIT NO. 6

SECTION 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 4 OF 7

PLAT BOOK 22
PAGE 34C

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	20.00'	97°56'08"	32.44'	N53°51'11"W	28.66'
C2	367.50'	6°55'19"	44.40'	N83°06'25"E	44.37'
C3	367.50'	9°05'32"	58.32'	S88°51'09"E	58.26'
C4	367.50'	5°11'42"	33.32'	S81°42'33"E	33.31'
C5	20.00'	57°36'27"	20.11'	S72°05'04"W	19.27'
C6	50.00'	2°17'54"	2.01'	N44°25'48"E	2.01'
C7	50.00'	77°30'16"	67.64'	N84°18'53"E	62.60'
C8	50.00'	75°26'44"	65.84'	S19°11'31"E	61.18'
C9	50.00'	73°53'43"	64.49'	S55°28'36"W	60.11'
C10	50.00'	69°04'19"	57.66'	N54°32'24"W	54.52'
C11	20.00'	38°44'25"	13.52'	S40°52'27"E	13.27'
C12	20.00'	18°52'02"	6.59'	S89°40'41"E	6.56'
C13	332.50'	10°38'17"	61.74'	S84°25'51"E	61.65'
C14	332.50'	10°34'16"	61.35'	N84°34'35"E	61.26'
C15	20.00'	93°02'57"	32.46'	N33°09'17"E	29.03'
C16	725.00'	6°55'09"	87.55'	N16°45'40"W	87.50'
C17	725.00'	11°26'00"	144.67'	N26°00'21"W	144.43'
C18	1435.00'	8°56'58"	224.5'	N77°08'30"E	223.92'
C19	1435.00'	3°30'52"	88.02'	N79°51'33"E	88.01'
C20	20.00'	87°03'52"	30.39'	S36°05'49"W	27.55'
C21	367.50'	6°07'36"	39.30'	N76°36'57"E	39.28'
C22	367.50'	7°29'43"	48.07'	N69°48'18"E	48.04'
C23	1435.00'	2°59'45"	75.03'	N76°26'15"E	75.02'
C24	1435.00'	2°25'06"	60.57'	N73°53'49"E	60.57'
C25	1435.00'	0°01'15"	0.52'	N72°40'39"E	0.52'
C34	332.50'	4°40'20"	27.13'	N68°23'42"E	27.12'
C35	332.50'	8°56'49"	51.92'	N75°12'21"E	51.87'
C36	20.00'	87°37'47"	30.47'	S56°40'21"E	27.61'
C37	775.00'	5°45'55"	75.73'	N15°49'25"W	75.70'
C38	775.00'	6°36'56"	89.48'	N21°55'51"W	89.44'
C39	20.00'	87°17'47"	30.47'	S18°24'24"W	27.61'
C40	217.50'	2°40'48"	10.17'	N60°43'04"E	10.17'
C41	217.50'	15°03'12"	57.14'	N51°51'04"E	56.96'
C106	782.50'	35°05'23"	11.77'	N38°16'28"E	110.03'
C107	782.50'	6°14'18"	19.87'	N58°56'19"E	19.86'
C108	20.00'	87°17'47"	30.47'	S74°17'39"E	27.61'
C109	775.00'	8°16'05"	111.84'	N34°46'48"W	111.74'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C111	750.00'	17°37'17"	230.68'	N15°07'53"W	229.76'
C112	750.00'	2°56'05"	38.43'	N08°51'11"W	38.42'
C113	350.00'	21°12'33"	129.58'	S89°42'05"E	128.82'
C114	350.00'	13°37'18"	83.21'	N72°52'06"E	83.01'
C115	1500.00'	10°34'49"	276.93'	N77°57'28"E	276.60'
C116	1500.00'	6°37'57"	16.56'	N82°55'51"E	16.56'
C117	1500.00'	9°56'52"	260.43'	N77°38'21"E	260.10'
C119	200.00'	65°57'44"	230.25'	N29°04'36"E	217.74'
C150	20.00'	91°46'42"	32.04'	S53°16'28"E	28.72'
C151	1470.00'	8°07'10"	208.59'	N78°45'06"E	208.42'
C152	20.00'	90°37'57"	31.64'	N3°55'51"E	28.44'
C153	25.00'	105°02'14"	45.83'	N49°12'12"E	39.68'
C154	725.00'	44°45'.4"	566.30'	N54°05'58"W	552.01'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S79°40'45"W	14.38'
L2	N79°06'42"W	7.61'
L3	S79°06'42"E	7.61'
L4	N79°40'45"E	14.38'
L5	N79°40'45"E	11.44'
L6	S55°03'27"W	10.50'
L7	S66°03'27"W	28.57'
L11	N62°03'28"E	14.96'
L12	S79°40'45"W	11.45'
L88	S26°41'05"W	56.91'
L89	S09°03'02"E	56.44'
L92	S26°41'05"W	64.97'
L121	N44°00'29"W	64.88'
L122	S40°00'37"E	50.70'
L123	S43°28'30"E	28.32'
L124	S25°31'38"W	30.13'
L125	N03°06'35"E	28.68'
L126	N41°18'15"E	14.85'
L127	N35°27'29"W	36.66'
L128	S11°44'48"E	47.23'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L129	S20°37'20"E	53.42'
L130	N15°31'25"W	44.71'
L131	N03°07'16"E	31.68'
L132	S04°36'00"E	58.54'
L133	N16°54'39"W	50.72'
L134	N23°53'28"W	138.39'
L135	S50°23'05"E	132.90'
L136	S12°40'45"E	47.28'
L137	N10°47'34"W	47.47'

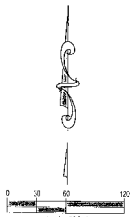
LINE TABLE		
LINE TAG	BEARING	DISTANCE
L143	S13°02'16"E	98.11'
L144	N09°15'36"E	57.57'
L145	N18°21'30"W	24.56'
L146	S43°28'30"E	44.75'
L147	S25°31'38"W	38.92'
L148	S13°02'16"E	52.78'
L149	N01°15'36"E	39.25'
L150	N10°47'34"W	41.36'
L151	N16°54'39"W	57.56'
L152	N07°07'16"E	31.99'
L153	N15°31'23"W	30.31'
L154	N35°27'29"W	53.33'
L155	N44°46'15"E	28.40'
L156	N03°06'35"E	8.25'
L157	N44°25'29"W	47.33'
L158	N73°45'08"W	0.81'
L159	S01°49'56"W	33.51'
L160	S89°35'16"W	12.85'
L168	N51°45'10"W	12.53'
L169	N74°15'10"W	14.61'
L170	S80°44'50"W	18.27'
L171	S80°44'50"W	16.14'

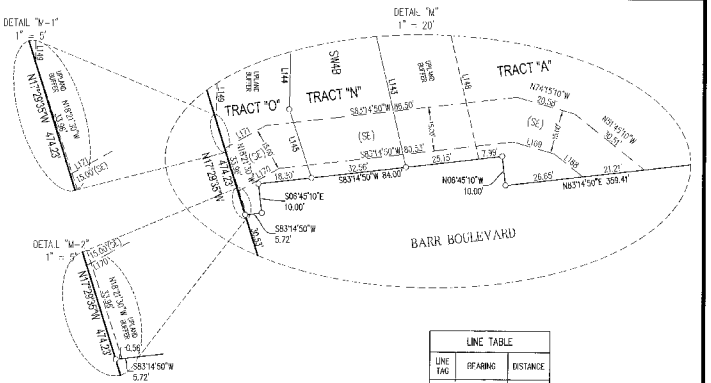
TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	232,205	5.333
B	47,580	1.092
C	6,013	0.138
D	1,102	0.025
E	114	0.003
F	52,297	1.201
G	54,407	1.249
H	68,535	1.590
I	40,849	0.953
J	104,526	2.400
K	37,577	0.865
L	146,788	3.358
M	34,033	0.781
N	26,958	0.619
O	34,897	0.892
P	63	0.001

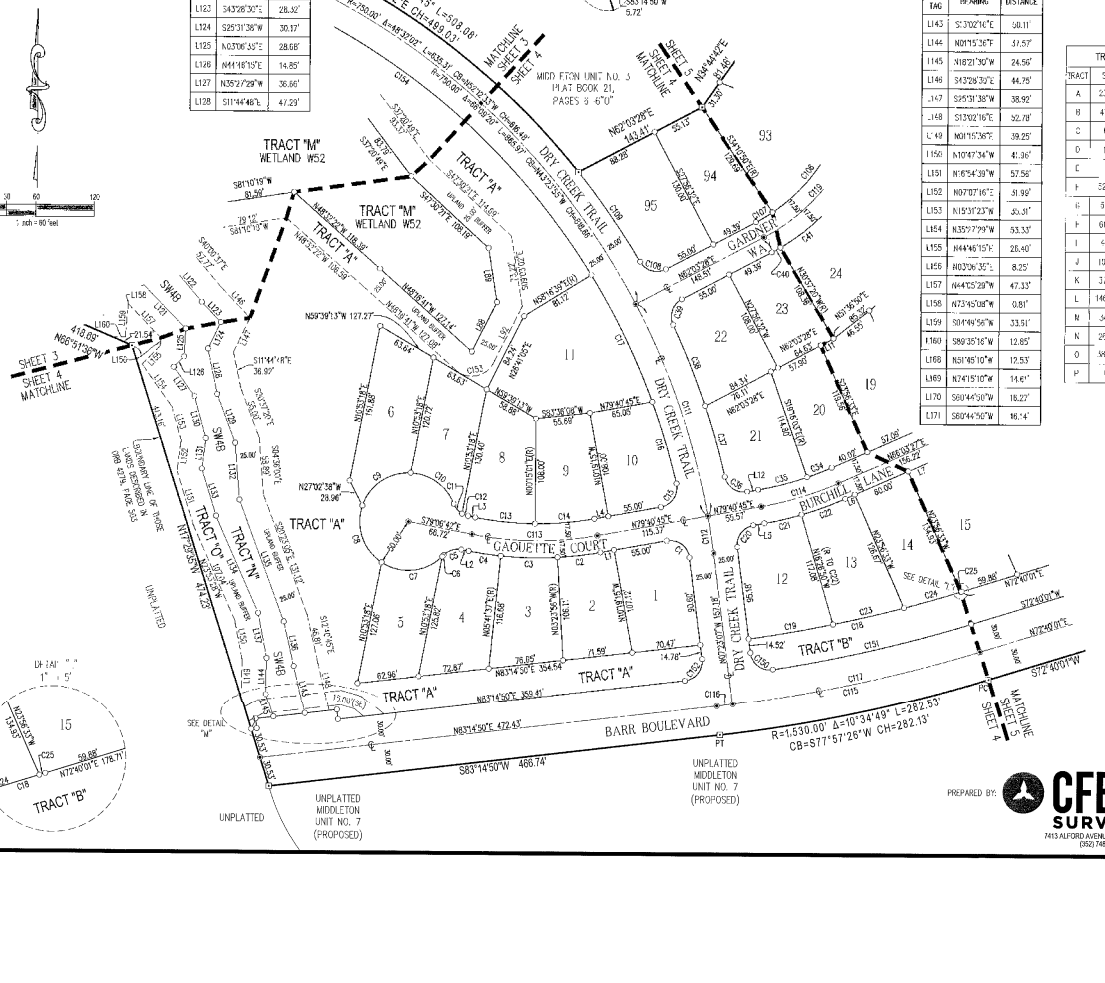
LEGEND

- ⊠ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED
- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6608
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6608 TO BE SET WHEN ONE YEAR OF TIME (MAY) HAS PLAT IS RECORDED
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES (SEE NOTE #5)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L5 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- O.R.B. INDICATES OFFICIAL RECORDS BOOK
- P.C. INDICATES POINT OF CURVATURE
- P.O.C. INDICATES POINT OF COMMENCING
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- P.C.C. INDICATES POINT OF COMPOUND CURVATURE
- P.R.C. INDICATES POINT OF REVERSE CURVATURE
- P.T. INDICATES POINT OF TANGENCY
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCE PIPES
- DRE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

BL	INDICATES LICENSED BUSINESS
WD	INDICATES WINDOW
PE	INDICATES FLAT WORK
SC	INDICATES PACE
PAS	INDICATES PAVERS
SGV	INDICATES SIDEWALK, HEDGE
R/W	INDICATES RIGHT-OF-WAY







PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING

7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3128 LB#698

MIDDLETON UNIT NO. 6

SECTION 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 5 OF 7

PLAT BOOK 22
PAGE 34D

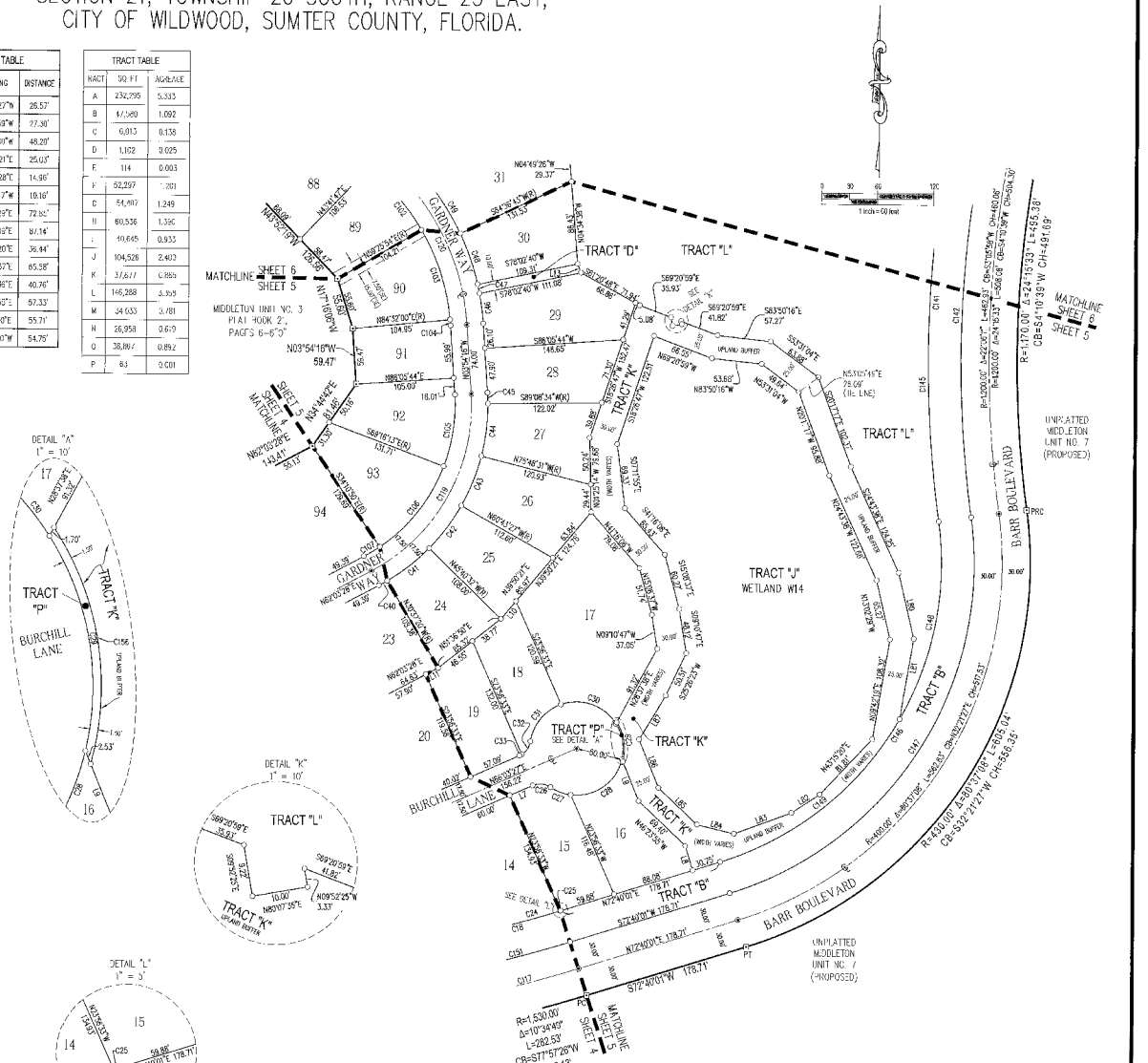
CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C14	1435.00'	8°56'58"	224.15'	N27°08'30"E	223.92'
C24	1435.00'	2°25'06"	60.57'	N33°53'49"E	60.57'
C25	1435.00'	0°01'15"	0.52'	N72°40'39"E	0.52'
C26	20.00'	57°36'27"	20.11'	N85°08'19"W	19.27'
C27	50.00'	26°42'42"	23.31'	S65°41'27"E	23.10'
C28	50.00'	83°53'49"	73.21'	N55°01'18"E	66.85'
C29	50.00'	45°45'24"	39.93'	N02°49'19"W	38.88'
C30	50.00'	75°53'08"	67.50'	N71°08'36"W	62.71'
C31	50.00'	61°57'51"	54.07'	S39°25'55"W	51.48'
C32	20.00'	49°15'16"	17.19'	N33°04'25"E	16.67'
C33	20.00'	8°21'27"	2.92'	N81°52'48"E	2.91'
C40	217.50'	2°40'48"	10.17'	N80°43'04"E	10.17'
C41	217.50'	15°03'12"	57.14'	N89°03'04"E	56.98'
C42	217.50'	15°02'55"	57.13'	N36°48'01"E	56.96'
C43	217.50'	15°05'04"	57.26'	N21°44'01"E	57.10'
C44	217.50'	15°02'55"	57.13'	N06°40'02"E	56.96'
C45	217.50'	3°02'50"	11.57'	N02°22'51"W	11.57'
C46	267.50'	6°56'46"	32.59'	N07°23'40"W	32.57'
C47	267.50'	2°08'31"	10.00'	N11°57'28"W	10.00'
C48	267.50'	12°21'41"	57.71'	N19°12'26"W	57.60'
C49	267.50'	12°21'08"	57.67'	N31°33'51"W	57.56'
C102	232.50'	15°44'08"	63.85'	N38°26'09"W	63.65'
C105	232.50'	25°06'05"	101.86'	N16°01'03"W	101.05'
C104	232.50'	1°33'44"	6.34'	N04°41'08"W	6.34'
C105	182.50'	24°58'32"	78.47'	N08°24'49"E	77.86'
C108	182.50'	35°05'23"	111.77'	N38°18'28"E	110.03'
C107	182.50'	6°14'16"	19.87'	N58°56'10"E	19.86'
C117	1500.00'	9°56'52"	260.43'	N77°38'27"E	260.10'
C119	200.00'	65°57'44"	230.23'	N29°04'36"E	217.74'
C120	250.00'	42°23'57"	185.00'	N25°06'15"W	180.81'
C141	1265.00'	21°18'38"	470.50'	S02°42'12"W	467.79'
C142	1230.00'	20°09'45"	432.84'	S02°37'45"W	430.61'
C145	1265.00'	13°22'52"	295.44'	S01°54'41"E	294.75'
C146	335.00'	90°37'08"	471.37'	N32°21'27"E	423.43'
C147	370.00'	80°37'08"	520.61'	N32°21'27"E	475.72'
C148	335.00'	37°32'37"	219.51'	N10°49'41"E	215.70'
C149	335.00'	43°03'31"	251.76'	N51°08'15"E	245.88'
C151	1470.00'	8°13'10"	209.59'	N76°45'08"E	209.42'
C156	51.50'	48°57'47"	44.01'	N09°07'39"W	42.68'

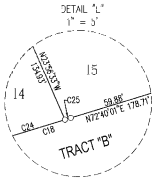
LINE TABLE		
LINE TAG	BEARING	DISTANCE
L7	S66°03'27"W	26.57'
L8	N17°19'39"W	27.30'
L9	N22°11'09"W	48.20'
L10	N39°50'21"E	25.03'
L11	N62°03'28"E	14.96'
L13	N22°00'17"W	10.16'
L80	S13°02'29"E	72.85'
L81	N09°42'19"E	87.14'
L82	N56°22'20"E	38.44'
L83	N69°37'37"E	65.58'
L84	S76°25'36"E	40.76'
L85	S46°23'52"E	57.33'
L86	S22°11'00"E	55.71'
L87	S31°04'40"W	54.75'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	232,295	5.333
B	47,569	1.092
C	6,013	0.138
D	1,102	0.025
E	114	0.003
F	52,297	1.201
G	54,107	1.249
H	80,536	1.336
I	40,645	0.933
J	104,528	2.403
K	37,677	0.865
L	146,288	3.359
M	34,033	0.781
N	26,958	0.619
O	38,867	0.892
P	63	0.001

LEGEND

⊠	INDICATES 4" X 4" X 24" CONCRETE "PERMANENT REFERENCE MONUMENT (P.R.M.) TOBIN AS NOTED
⊡	INDICATES 4" X 4" X 24" CONCRETE "PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6498
◉	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) I.D. #6498, TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE O. CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
(R)	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
PCC	INDICATES POINT OF COMPOUND CURVATURE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DEA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY





PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING

7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 749-3126 LB6498

MIDDLETON UNIT NO. 6

SECTION 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

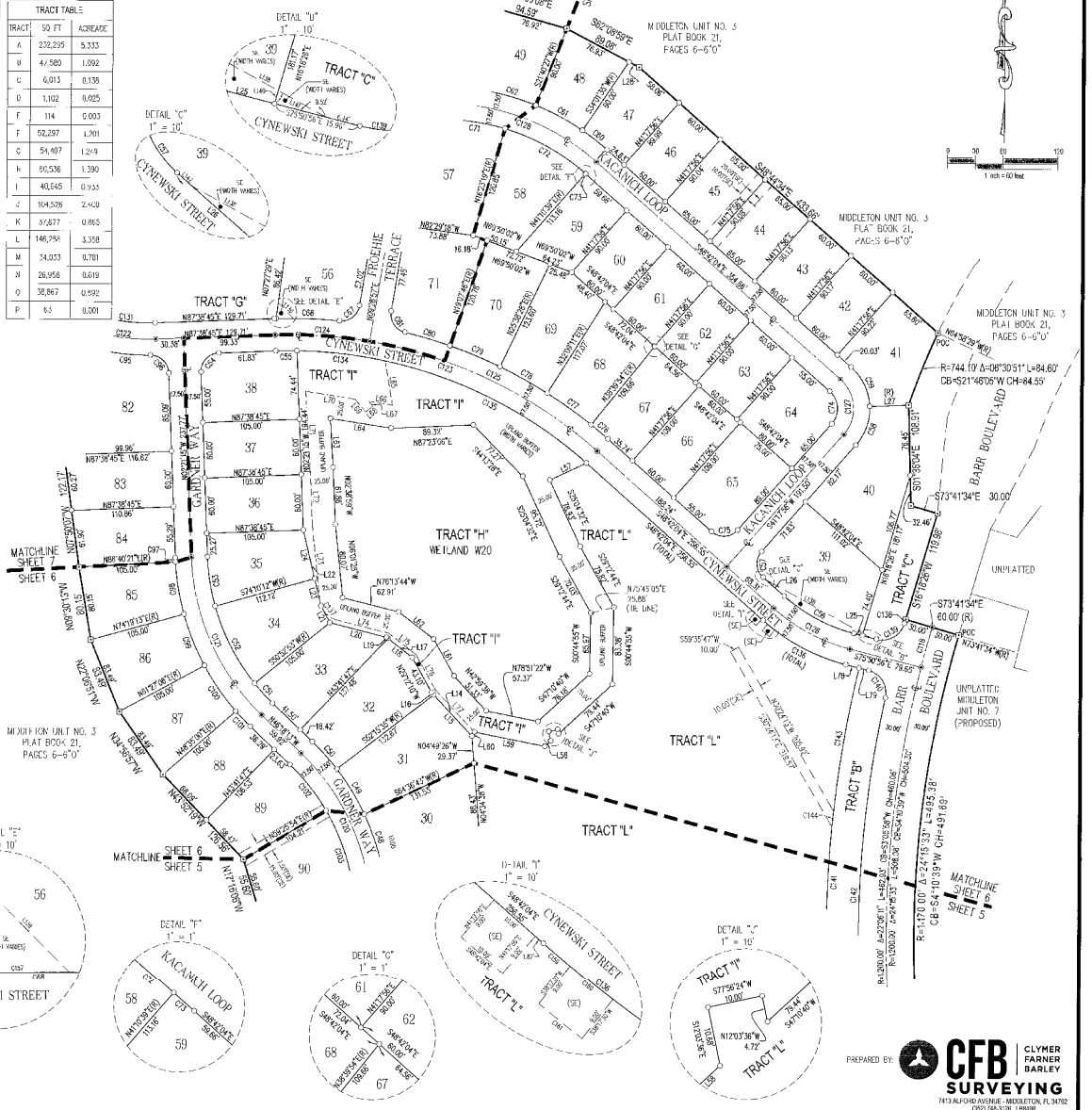
SHEET 6 OF 7

PLAT BOOK 22
PAGE 34 E

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C48	267.50'	12°21'41"	57.71'	N19°12'26"W	57.60'
C49	267.50'	12°21'08"	57.67'	N31°33'51"W	57.56'
C50	267.50'	8°53'49"	39.98'	N42°01'18"W	39.94'
C51	232.50'	7°11'05"	29.16'	S42°42'40"E	29.14'
C52	232.50'	23°17'19"	94.50'	S27°28'27"E	93.85'
C53	232.50'	13°28'32"	54.68'	S09°05'32"E	54.56'
C54	20.00'	90°00'00"	31.42'	S42°38'45"W	28.28'
C55	482.50'	2°45'05"	23.15'	S89°01'38"W	23.17'
C56	182.50'	27°08'52"	86.47'	S62°16'33"E	85.67'
C57	20.00'	90°00'00"	31.42'	S05°42'04"E	28.28'
C58	60.00'	43°47'15"	45.77'	N19°28'49"E	44.67'
C59	60.00'	46°17'45"	48.46'	N25°33'11"W	47.17'
C60	267.50'	7°16'21"	33.95'	N52°20'15"W	33.53'
C61	267.50'	12°21'08"	57.67'	N62°08'59"W	57.56'
C62	267.50'	12°21'08"	57.67'	N74°30'08"W	57.56'
C67	20.00'	85°59'58"	30.02'	N52°28'56"E	27.28'
C68	517.50'	7°38'36"	69.04'	N88°20'23"W	68.98'
C71	232.50'	16°23'19"	66.50'	N81°48'20"W	66.28'
C72	232.50'	24°57'20"	100.98'	N61°12'01"W	99.81'
C73	232.50'	0°07'11"	0.49'	N48°45'43"W	0.49'
C74	25.00'	90°00'00"	39.27'	N03°42'04"W	35.36'
C75	20.00'	90°00'00"	31.42'	N86°17'56"E	28.28'
C76	517.50'	2°36'02"	23.79'	N50°01'05"W	23.79'
C77	517.50'	6°30'44"	58.82'	N54°35'28"W	58.79'
C78	517.50'	6°30'42"	58.82'	N61°06'11"W	58.78'
C79	517.50'	6°30'42"	58.82'	N67°36'53"W	58.78'
C80	517.50'	5°38'46"	51.00'	N73°41'37"W	50.98'
C81	20.00'	85°59'58"	30.02'	S33°31'01"E	27.28'
C95	237.50'	12°40'47"	52.56'	S84°25'48"E	52.45'
C96	20.00'	88°24'56"	30.86'	N46°33'43"W	27.89'
C97	267.50'	0°58'24"	4.54'	S02°50'27"E	4.54'
C98	267.50'	12°21'08"	57.67'	S09°30'15"E	57.56'
C99	267.50'	12°52'06"	60.08'	S22°06'51"E	59.95'
C100	267.50'	12°52'06"	60.08'	S34°58'57"E	59.95'
C101	267.50'	4°53'13"	22.82'	S43°51'37"E	22.81'
C102	232.50'	15°14'06"	63.85'	N38°26'08"W	63.65'
C103	232.50'	25°06'06"	101.86'	N18°01'03"W	101.05'
C118	1200.00'	2°09'22"	45.16'	S15°13'45"W	45.15'
C120	250.00'	42°23'57"	185.00'	N25°06'15"W	180.81'
C121	250.00'	43°58'58"	191.77'	S24°9'44"E	187.10'
C122	220.00'	100°56'11"	387.57'	S41°53'10"E	339.36'
C123	500.00'	43°39'11"	380.95'	N70°31'40"W	371.80'
C124	500.00'	11°50'13"	103.30'	N86°20'06"W	103.11'
C125	500.00'	31°48'59"	277.65'	N64°36'33"W	274.10'
C126	200.00'	27°08'52"	94.76'	S62°16'30"E	93.88'
C127	47.50'	90°00'00"	66.76'	N03°42'04"W	60.10'
C128	250.00'	41°17'56"	180.20'	N69°21'02"W	176.32'
C131	209.50'	96°09'14"	330.60'	S44°16'38"E	291.88'
C134	482.50'	11°29'22"	96.85'	N83°51'22"W	96.66'
C135	482.50'	29°24'32"	247.61'	N63°24'10"W	244.90'
C136	217.50'	27°08'52"	103.06'	S62°16'30"E	102.09'
C137	25.00'	70°12'16"	30.63'	S41°17'35"E	28.75'
C138	1230.00'	0°12'55"	4.62'	S16°11'58"W	4.62'
C139	25.00'	85°03'34"	38.42'	N60°07'17"E	34.75'
C140	25.00'	85°03'34"	38.42'	N31°49'09"W	34.75'
C141	1265.00'	21°18'38"	470.50'	S02°42'12"W	467.79'
C142	1230.00'	20°09'45"	432.84'	S02°07'45"W	430.61'
C143	1265.00'	7°09'45"	158.14'	S06°46'38"W	158.04'
C144	1265.00'	0°46'00"	16.93'	S03°48'45"W	16.93'
C157	517.50'	2°04'44"	18.78'	S88°52'41"W	18.77'
C158	517.50'	0°11'34"	1.74'	S87°44'32"W	1.74'
C159	217.50'	1°41'24"	6.42'	S49°32'46"E	6.42'
C160	217.50'	2°38'04"	10.00'	S51°42'30"E	10.00'
C161	226.50'	2°31'47"	10.00'	S51°42'30"E	10.00'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L14	N42°59'38"W	64.98'
L15	N47°59'38"W	60.98'
L16	N42°59'38"W	3.70'
L17	N52°32'41"W	38.44'
L18	N52°32'41"W	33.3'
L19	N52°32'41"W	2.13'
L20	N75°45'30"W	63.54'
L21	S28°40'44"E	20.43'
L22	N13°25'44"W	84.86'
L23	S13°25'44"E	30.52'
L24	S13°25'44"E	54.34'
L25	S75°50'56"E	9.41'
L26	S48°42'04"E	30.84'
L27	S87°35'42"W	42.14'
L28	N62°08'59"W	12.15'
L57	S64°59'28"W	43.96'
L58	S47°10'40"W	8.56'
L59	N78°51'22"W	78.18'
L60	S29°04'30"W	5.28'
L61	N29°12'10"W	45.67'
L62	N52°32'41"W	47.93'
L63	N03°32'10"W	53.08'
L64	S81°16'03"E	66.92'
L65	N09°32'01"W	48.75'
L66	S81°16'03"E	26.13'
L67	N39°45'21"W	6.87'
L68	N50°14'39"E	10.00'
L69	S39°45'21"E	18.13'
L70	S81°16'03"E	54.24'
L71	N03°32'10"W	83.91'
L72	N02°38'59"W	62.41'
L73	N06°01'28"W	80.80'
L74	N76°13'44"W	57.67'
L75	N52°32'41"W	37.55'
L76	N29°12'10"W	43.55'
L77	N42°59'38"W	62.44'
L78	S75°50'56"E	14.77'
L79	S75°50'56"E	10.60'
L138	S81°25'44"E	130.46'
L139	N44°56'24"W	23.43'
L140	N16°18'26"E	2.43'
L141	S61°25'44"E	9.73'
L142	S48°42'04"E	3.67'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	232,235	5.333
B	47,580	1.092
C	6,013	0.138
D	1,102	0.025
E	114	0.003
F	52,297	1.201
G	54,407	1.249
H	80,536	1.390
I	40,645	0.933
J	104,528	2.400
K	57,877	0.865
L	146,784	3.358
M	34,033	0.781
N	26,958	0.619
O	38,867	0.892
P	63	0.001



PREPARED BY: CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3120 LB#180

MIDDLETON UNIT NO. 6

SECTION 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 7 OF 7

PLAT BOOK 22
PAGE 34F

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C53	232.50'	13°28'32"	54.88'	S09°05'22"E	54.50'
C54	20.00'	90°00'00"	31.42'	S42°38'45"W	28.28'
C55	482.50'	2°45'06"	23.15'	S89°01'31"W	23.13'
C61	267.50'	12°21'08"	57.67'	N62°08'59"W	57.56'
C62	267.50'	12°21'08"	57.67'	N74°30'08"W	57.56'
C63	267.50'	9°19'18"	43.52'	N85°20'21"W	43.47'
C64	20.00'	90°00'00"	31.42'	N45°00'00"W	28.28'
C65	432.50'	3°13'22"	24.33'	N01°36'41"E	24.32'
C66	432.50'	5°15'35"	47.25'	N06°21'10"E	47.23'
C67	20.00'	85°58'58"	30.02'	N52°28'58"E	27.28'
C68	517.50'	7°38'36"	69.04'	N88°23'23"W	68.99'
C69	467.50'	7°38'42"	61.29'	N88°23'21"E	61.25'
C70	20.00'	90°00'00"	31.42'	S45°00'00"W	28.28'
C71	232.50'	16°23'19"	66.50'	N81°48'20"W	66.28'
C72	232.50'	24°44'20"	100.39'	N61°13'01"W	99.61'
C79	517.50'	6°30'42"	58.82'	N67°36'53"W	58.78'
C80	517.50'	5°38'46"	51.00'	N73°41'37"W	50.98'
C81	20.00'	85°59'58"	30.02'	S33°31'01"E	27.28'
C82	467.50'	1°58'18"	16.08'	N08°29'50"E	16.08'
C83	50.00'	111°30'07"	97.30'	N08°44'57"W	82.66'
C84	50.00'	50°42'01"	44.24'	N89°51'01"W	42.81'
C85	50.00'	50°42'01"	44.24'	S39°26'58"W	42.81'
C86	50.00'	53°18'57"	46.53'	S13°33'32"E	44.87'
C87	50.00'	21°05'51"	18.41'	N28°40'04"W	18.31'
C88	50.00'	23°58'18"	20.92'	N06°08'00"W	20.77'
C89	237.50'	13°35'40"	56.35'	S03°56'41"E	56.22'
C90	237.50'	14°59'25"	62.14'	S15°14'16"E	61.96'
C91	237.50'	13°50'21"	57.37'	S29°39'11"E	57.23'
C92	237.50'	13°50'21"	57.37'	S43°29'32"E	57.23'
C93	237.50'	13°50'21"	57.37'	S57°19'53"E	57.23'
C94	237.50'	13°50'21"	57.37'	S71°10'14"E	57.23'
C95	237.50'	12°40'47"	52.56'	S84°25'48"E	52.45'
C98	20.00'	88°24'58"	30.86'	N46°33'43"W	27.89'
C97	267.50'	0°58'24"	4.54'	S02°50'27"E	4.54'
C98	267.50'	12°21'08"	57.67'	S09°30'13"E	57.56'
C121	250.00'	43°56'58"	191.77'	S24°19'44"E	187.10'
C122	220.00'	100°56'11"	387.57'	S41°53'16"E	339.36'
C123	300.00'	43°39'11"	380.95'	N70°31'40"W	371.80'
C124	200.00'	11°30'15"	100.36'	N86°28'09"W	100.11'
C125	500.00'	31°48'39"	277.65'	N64°36'33"W	274.10'
C126	250.00'	41°17'56"	180.29'	N69°21'02"W	176.32'
C129	450.00'	9°28'57"	74.48'	N04°44'29"E	74.39'
C130	25.00'	56°05'44"	24.48'	S15°12'44"W	23.51'
C131	202.50'	96°05'14"	339.66'	S44°18'38"E	301.18'
C132	50.00'	51°58'10"	45.35'	S29°45'04"W	43.81'
C133	50.00'	8°42'02"	7.59'	N51°21'06"E	7.59'
C134	482.50'	11°29'52"	96.83'	N84°51'12"W	96.66'
C157	517.50'	2°04'44"	18.78'	S88°52'41"W	18.77'
C158	517.50'	0°11'34"	1.74'	S87°44'32"W	1.74'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L29	N74°20'08"W	17.57'
L30	N90°00'00"E	14.73'
L31	S00°00'00"E	34.61'
L32	S09°28'57"W	20.42'
L33	N00°00'00"E	34.61'
L34	N90°00'00"E	7.74'
L35	N51°29'51"E	50.83'
L36	N16°48'14"E	31.56'
L37	N68°29'54"E	30.11'
L38	S34°16'53"E	43.63'
L39	N12°50'38"W	26.23'
L40	S25°13'02"E	65.21'
L41	S34°26'23"E	72.30'
L42	S10°20'51"E	67.99'
L43	S0°14'12"E	9.58'
L44	S25°40'11"E	21.88'
L45	S00°44'03"E	31.80'
L46	S23°41'00"W	78.24'
L47	S59°01'24"W	43.26'
L48	N49°58'08"W	11.24'
L49	S40°25'00"W	10.00'
L50	S40°58'00"E	7.80'
L51	S59°01'24"W	48.82'
L52	N64°07'53"W	78.67'
L53	N12°50'08"W	40.23'
L54	N57°29'51"E	44.86'
L55	N-6°48'14"E	35.79'
L56	N90°00'00"E	23.96'
L63	N03°32'10"W	83.08'
L64	S81°16'03"E	66.92'
L65	N09°32'01"W	48.75'
L66	S81°16'03"E	26.13'
L67	N39°45'21"W	6.87'
L68	N50°14'39"E	10.00'
L69	S39°45'21"E	18.17'

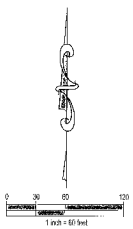
TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	232,295	5.333
B	47,589	1.092
C	6,043	0.139
D	1,102	0.025
E	114	0.003
F	52,297	1.201
G	54,107	1.249
H	60,656	1.393
I	40,645	0.933
J	104,526	2.400
K	37,677	0.865
L	145,788	3.348
M	34,033	0.781
N	26,958	0.619
O	38,867	0.892
P	65	0.001

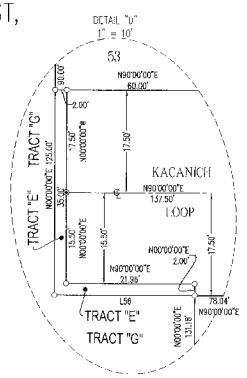
LINE TABLE		
LINE TAG	BEARING	DISTANCE
L70	S81°16'03"E	54.24'
L71	N03°32'10"W	83.91'
L72	N07°38'59"W	62.41'
L139	N44°56'24"W	23.43'

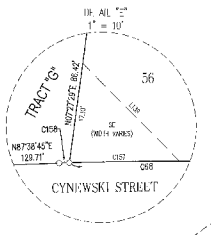
LEGEND

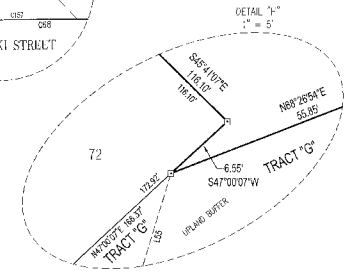
- (B) INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET W/ 2" IRON PIN AND CAP SET LB #6498
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 SHALL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5)
- CV INDICATES CURVE NUMBER IN CURVE TABLE
- L# INDICATES LINE NUMBER IN LINE TABLE
- INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- R INDICATES RADIUS (RADIAL)
- (R) INDICATES RADIAL LINE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- SWA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CORRUGATED METAL PIPING
- GFL INDICATES GATE FACILITY'S EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

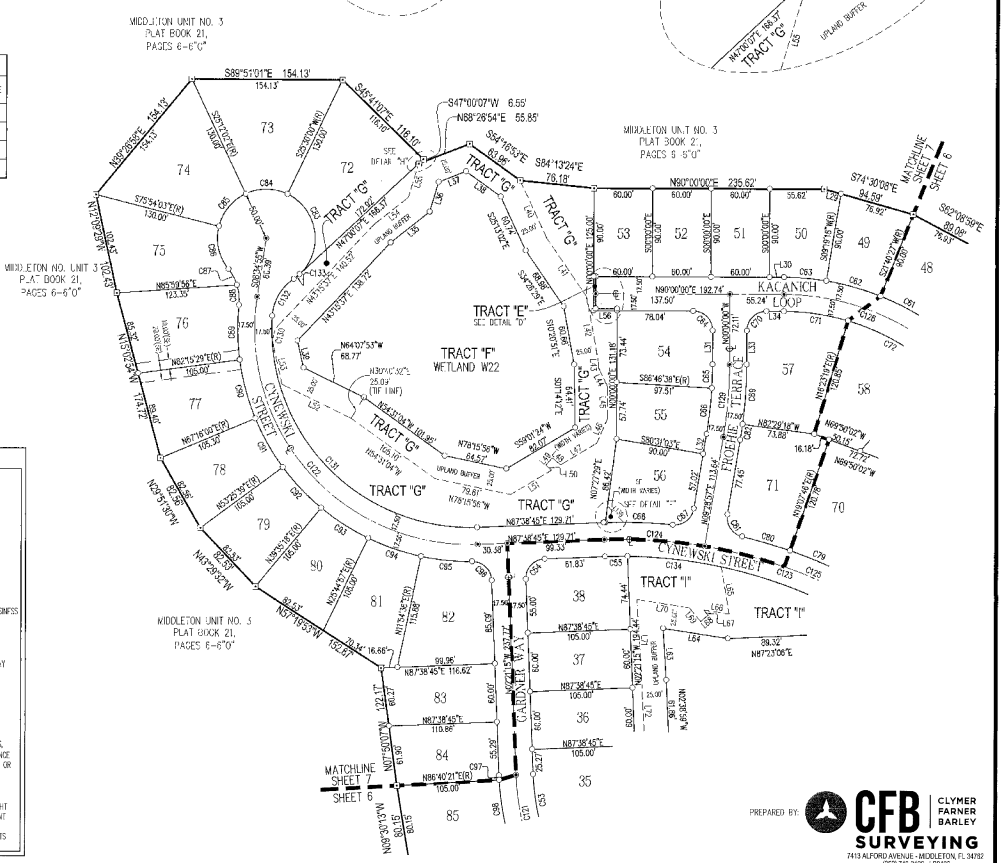
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- PR INDICATES P.K. NAIL
- PG INDICATES PAGE
- PCS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY











PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB6498

Rec. 10.00
Copy 1.00
11.00

THIS INSTRUMENT PREPARED BY:
Clymer, Farner, Barley Surveying, LLC.
7413 Alford Avenue
Middleton, FL 34762

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014210 Date: 03/25/2025 Time: 3:04PM
Page 1 of 1 B: 4828 P: 327 By: BO

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SUMTER

BEFORE ME, the undersigned authority, personally appeared Kaye M. Jameson, who after being first duly sworn, deposes and states:

1. That Affiant is a Professional Surveyor and Mapper in the State of Florida under P.S.M. Number 5912.

2. The Affiant is the Professional Surveyor and Mapper responsible for the preparation of the record plat of: Middleton Unit No. 6, recorded in Plat Book 22, Pages 34 through 34F, Public Records of Sumter County, Florida.

3. Affiant states that there is a Scrivener's error in a roadway name."FROEHIE TERRACE" as shown on the aforesaid plat should be "FROEHLE TERRACE".

FURTHER, Affiant sayeth naught.

CLYMER, FARNER, BARLEY SURVEYING, LLC

Kaye M. Jameson, P.S.M.
Florida Certificate No. 5912

Sworn to and subscribed before me by means of physical presence this
25th day of March, 2025

Notary Public - State of Florida
(Signature of Notary Public)
Lisa Carnes
(Printed Name of Notary Public)
HH608107
(Serial/Commission Number)
Commission Expires: 11-15-2028
Personally Known ✓ or Produced Identification _____

KAYE M. JAMESON
LICENSE NUMBER
No. 5912
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

LISA CARNES
MY COMMISSION # HH 608107
EXPIRES: November 15, 2028

Middleton Unit No. 7 Plat

Inst. Number: 202560014416 Book: 4829 Page: 275 Page 1 of 1 Date: 3/26/2025 Time: 3:13 PM
Erin C Munz Clerk of Courts, Sumter County, Florida

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014416 Date: 03/26/2025 Time: 3:13PM
Page 1 of 1 B: 4829 P: 275 By: BO

ADMINISTRATIVE RECORDING ON BEHALF OF THE SUMTER COUNTY CLERK OF THE CIRCUIT COURT

This page is being recorded to verify recording of a new plat on

This **26th** day of **March 2025** Instrument **No** 202560014416

Name: **MIDDLETON UNIT NO. 7**

Unit No. ____ Plat Book No. **22** Pages **44-44A-H**

Section: **21** Township: **20S** Range: **23E**
Section: **22** Township: **20S** Range: **23E**
Section: ___ Township: ____ Range: _____
Section: ___ Township: ____ Range: _____

RT Melissa W.

ERIN C. MUNZ
CLERK OF THE CIRCUIT COURT
SUMTER COUNTY, FLORIDA

BY: _____ D.C.

MIDDLETON UNIT NO. 7

SHEET 1 OF 9

SECTIONS 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 22
PAGE 44

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, MIDDLETON UNIT NO. 7, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC AND DESIGNATES TRACTS "A", "B", "C", "D", "E", "F", "G", "J", "K", "L", "M", "N" AND "O" TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A.

WITNESSES:
(1) _____ SIGNATURE
Jennifer A. Peters
PRINT NAME
7580 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS
(2) _____ SIGNATURE
Lisa Carnes
PRINT NAME
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: _____
MARTIN L. DZURO, MANAGER

WITNESSES:
(1) _____ SIGNATURE
Jennifer A. Peters
PRINT NAME
7580 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS
(2) _____ SIGNATURE
Lisa Carnes
PRINT NAME
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

BY: _____
JOSEPH RICCARDI, JR., CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 28TH DAY OF March, 2025, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR AND FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
Vicki C. Suber
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

VICKI C. SUBER
NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION # HH 461162
EXPIRES: 09-JUN-2028
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 28TH DAY OF February, 2025, BY JOSEPH RICCARDI, JR., THE CHAIR OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
Jennifer A. Peters
PRINT NAME: _____
COMMISSION NO.: HH514113
COMMISSION EXPIRES: 12-14-2026

JENNIFER A PETERS
NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION # HH 514113
MY COMMISSION EXPIRES 12/14/2026

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF MIDDLETON UNIT NO. 7, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN HEREON WERE PLACED ON THE 20TH DAY OF JANUARY, 2025 ; I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
LICENSED BUSINESS NO. 8498

KAYE M. JAMPSON
REGISTRATION NO. 5012
DATE 2/27/25

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT CONFLICTS IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON March 26, 2025 AT 3:19 P.M. FILE NUMBER 2025001144116
PLAT BOOK 22 PAGE 44-44A-B-C-D

CLERK OF THE COURT IN AND
FOR SUMTER COUNTY, FLORIDA

Melissa K Woodell
PRINT NAME
DEPUTY CLERK

SIGNATURE
DEPUTY CLERK

OVERLAP'S, CONDITIONS, RESTRICTIONS AND EASEMENTS NOT SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.
DB 2004, PG 274, PLAT BOOK 21, PAGE 21-36

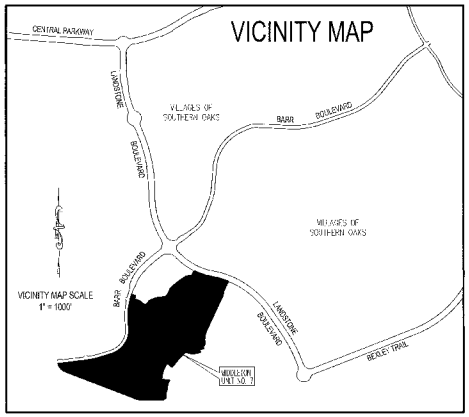
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF TRACT "J" PER THE PLAT OF MIDDLETON UNIT NO. 3, AS RECORDED IN PLAT BOOK 21, PAGES 6, 6-A THROUGH 6-D, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF BARR BOULEVARD OF SAID PLAT; THENCE DEPARTING SAID TRACT "J" AND ALONG SAID EASTERLY RIGHT OF WAY LINE RUN S 07°18'28"W, 72.87 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE BOUNDARY OF TRACT "J" AND DESCRIBED IN OFFICIAL RECORDS BOOK 4467, PAGE 64, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING SIXTEEN (15) COURSES BEING ALONG THE BOUNDARY LINES OF SAID LAND: RUN S73°41'34"E, 64.98 FEET; THENCE S14°09'04"W, 63.65 FEET; THENCE S75°50'56"E, 31.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°44'27", AN ARC DISTANCE OF 136.43 FEET; THENCE ALONG A NON-TANGENT LINE RUN S55°13'39"E, 57.74 FEET; THENCE N38°15'52"E, 92.31 FEET; THENCE N07°12'12"E, 110.63 FEET; THENCE N82°25'55"E, 111.73 FEET; THENCE N85°13'37"E, 46.41 FEET; THENCE N14°47'11"E, 65.01 FEET; THENCE N24°19'33"E, 111.09 FEET; THENCE N48°16'05"E, 136.61 FEET; THENCE N55°43'37"E, 61.73 FEET; THENCE N27°32'26"E, 113.50 FEET; THENCE N24°38'45"E, 39.52 FEET; THENCE N26°18'31"E, 45.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,050.00 FEET AND A CHORD BEARING AND DISTANCE OF S71°49'38"E, 311.35 FEET TO WHICH A RADIAL LINE BEARS S26°18'31"W; SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF LANDSTONE BOULEVARD PER PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 202, AS RECORDED IN PLAT BOOK 20 PAGES 38, 38A THROUGH 38F, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID SOUTHERLY RIGHT OF WAY LINE: RUN EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°16'20", AN ARC DISTANCE OF 312.40 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,450.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°14'37", AN ARC DISTANCE OF 287.20 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG A NON-TANGENT LINE RUN S46°27'59"W, 165.82 FEET; THENCE S83°38'12"W, 78.96 FEET; THENCE S25°12'59"W, 622.17 FEET; THENCE S23°08'47"W, 94.96 FEET; THENCE S17°57'14"W, 71.28 FEET; THENCE S11°04'15"W, 77.71 FEET; THENCE S15°54'40"E, 86.50 FEET; THENCE S34°23'53"W, 64.52 FEET; THENCE S12°37'47"E, 34.04 FEET; THENCE S27°47'16"W, 70.79 FEET; THENCE S12°52'04"E, 90.90 FEET; THENCE S27°47'16"W, 547.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 325.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°48'30", AN ARC DISTANCE OF 197.46 FEET; THENCE ALONG A NON-TANGENT LINE RUN S46°10'56"W, 99.15 FEET; THENCE S42°29'54"W, 117.00 FEET; THENCE S38°16'15"W, 124.58 FEET; THENCE N55°02'32"W, 105.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF S21°50'08"W, 255.86 FEET TO WHICH A RADIAL LINE BEARS N55°02'32"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°14'54", AN ARC DISTANCE OF 258.96 FEET TO THE POINT OF TANGENCY; THENCE S05°42'33"W, 41.30 FEET; THENCE S84°17'27"E, 136.88 FEET; THENCE S28°58'16"W, 67.34 FEET; THENCE S10°04'03"W, 3.83 FEET; THENCE S06°55'09"W, 108.89 FEET; THENCE S16°58'05"W, 42.50 FEET; THENCE S80°04'11"W, 52.97 FEET; THENCE S02°20'28"E, 34.76 FEET; THENCE S57°25'47"W, 80.07 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4279, PAGE 603, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING FIVE (5) COURSES BEING ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LANDS: RUN N79°13'54"W, 396.23 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 193.75 FEET AND A CHORD BEARING AND DISTANCE OF N.82°28'58"W, 51.25 FEET TO WHICH A RADIAL LINE BEARS S05°55'47"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°11'55", AN ARC DISTANCE OF 51.40 FEET TO THE POINT OF TANGENCY; THENCE N68°53'01"W, 1,292.71 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 199.41 FEET AND A CHORD BEARING AND DISTANCE OF N45°12'19"W, 185.46 FEET TO WHICH A RADIAL LINE BEARS S17°01'27"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°25'28", AN ARC DISTANCE OF 192.89 FEET TO THE POINT OF TANGENCY; THENCE N17°29'35"W, 7.76 FEET; THENCE DEPARTING THE SOUTHERLY BOUNDARY LINE OF SAID LANDS RUN N83°46'50"E, 466.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,532.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°34'49", AN ARC DISTANCE OF 282.53 FEET TO THE POINT OF TANGENCY; THENCE N73°41'01"E, 178.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 630.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°53'08", AN ARC DISTANCE OF 629.64 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1,170.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°15'57", AN ARC DISTANCE OF 495.55 FEET TO THE POINT OF TANGENCY; THENCE N16°18'26"E, 47.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.14 ACRES, MORE OR LESS.

VICINITY MAP



109 LOTS – 15 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL COPY OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF BARR BOULEVARD PER MIDDLETON UNIT NO. 3 AS RECORDED IN PLAT BOOK 21 PAGES 6, 6A THROUGH 6"D", PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AS BEING S19°18'28"W.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "E" AND "O" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "A", "B", "C", "D", "F", "G", "J", "K", "L", "M" AND "N" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER, NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) TRACTS "H" AND "I" ARE RESERVED BY THE DEVELOPER.

11.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT (WHETHER BY THE PLAT OR OTHERWISE), TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC (TO THE EXTENT SUCH COSTS ARE NOT PAID DIRECTLY BY THE RECORD OWNER OF A FEE SIMPLE TITLE TO ANY HOMESITE); (C) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM, INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY OTHER UTILITY PROVIDERS, OR THE CITY OF WILDWOOD; (D) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON BERMS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; AND (E) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES, BUT NOT ANY RAILINGS, LOCATED ON OR ADJACENT TO: (I) CANAL(S) (IF ANY); AND (II) TRACT D OF THE SUBDIVISION.

12.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

MIDDLETON UNIT NO. 7
CONVEYANCE AND GRANT OF EASEMENTS TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E", "F", "G", "J", "K", "L", "M", "N" AND "O" AND THE ROADWAYS SHOWN ON THIS PLAT OF MIDDLETON UNIT NO. 7, IS HEREBY SOLD, CONVEYED AND SET OVER TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, MANAGERS, AGENTS, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL PAVED IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES:
_____ SIGNATURE
Jennifer A. Peters
PRINT NAME
7580 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS
_____ SIGNATURE
Lisa Carnes
PRINT NAME
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER
BY: _____
MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 28TH DAY OF March, 2025, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR AND FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
Vicki C. Suber
PRINT NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

VICKI C. SUBER
NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION # HH 461162
MY COMMISSION EXPIRES 09-JUN-2028
BONDED THRU NOTARY PUBLIC UNDERWRITERS

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO F.S. CHAPTER 177, AS CERTIFIED BY THE REVIEWING SURVEYOR SHOWN BELOW.

_____
MELANIE D. STRICKLAND
DEVELOPMENT SERVICES DIRECTOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS 24TH DAY OF March, 2025

_____
JESSICA BARNES
CITY CLERK

_____
ED WOLF
MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS 24TH DAY OF March, 2025

_____
PRINT NAME
CITY OF WILDWOOD, ATTORNEY

_____
SIGNATURE
CITY OF WILDWOOD, ATTORNEY

_____
DEVELOPMENT SERVICES DIRECTOR
MELANIE D. STRICKLAND

_____
PUBLIC WORKS DIRECTOR
JEREMY HOCKENBURY

_____
PRINT NAME
CITY OF WILDWOOD, ENGINEER

_____
SIGNATURE
CITY OF WILDWOOD, ENGINEER

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

_____ 3/19/25
SIGNATURE DATE
RONALD W. HERR, P.L.S. 4907
RONALD W. HERR, P.L.S. REGISTRATION NO.
WADE SURVEYING, INC.

RONALD WILLIAM HERR
LICENSE NUMBER
LS 4907
STATE OF FLORIDA
SURVEYOR AND MAPPER

PREPARED BY:
CFB SURVEYING
CLYMER FARNER BARLEY
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3128 LB8498

MIDDLETON UNIT NO. 7

SECTIONS 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 2 OF 9

PLAT BOOK 29
PAGE 44

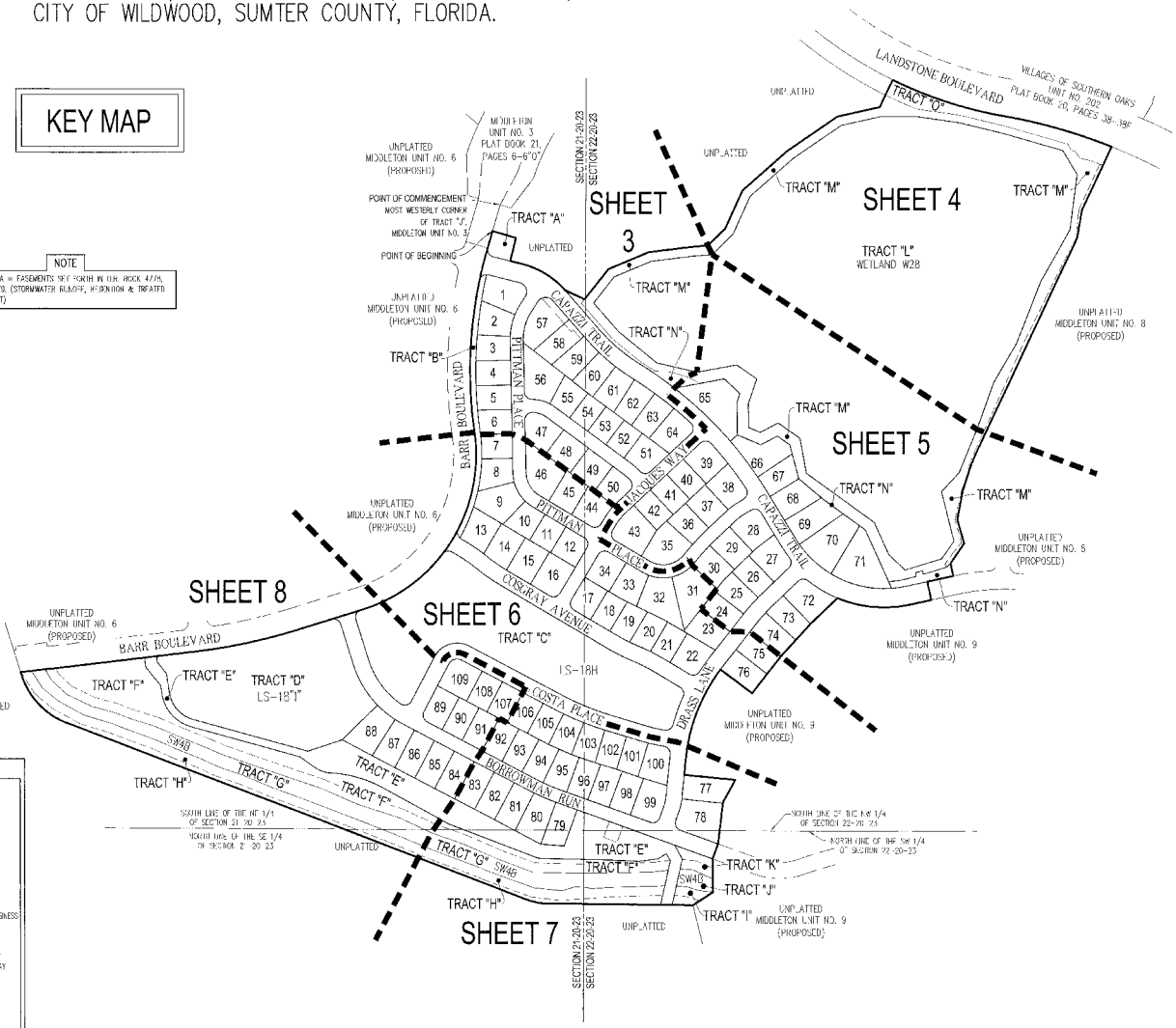
1 inch = 150 feet

KEY MAP

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,201	0.10
B	10,503	0.24
C	172,324	3.96
D	128,393	2.96
E	84,473	1.94
F	98,880	2.27
G	67,147	1.54
H	69,475	1.60
I	3,505	0.08
J	4,149	0.10
K	4,504	0.10
L	809,297	18.58
M	113,979	2.62
N	10,554	0.24
O	20,691	0.50

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 477/4, PAGE 479, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



LEGEND

⊞	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6498
◉	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CH	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
POC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCE PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PIPING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LB	INDICATES LICENSED BUSINESS
(M)	INDICATES MEASURED
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3128 LB#498

MIDDLETON UNIT NO. 7

SECTIONS 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 3 OF 9

PLAT BOOK 22
PAGE 44 B

1 inch = 50 feet

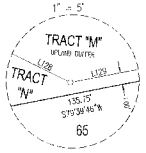
TRACT TABLE		
TRACT	SQ. FT.	ACRES
A	4,201	0.10
B	10,503	0.24
C	172,324	3.96
D	128,993	2.96
E	54,473	1.94
F	98,880	2.27
G	67,147	1.54
H	69,475	1.60
I	3,505	0.08
J	4,148	0.10
K	4,504	0.10
L	809,227	18.58
M	113,979	2.62
N	10,554	0.24
O	21,891	0.50

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L25	S42°13'57"E	1.35'
L27	S42°13'57"E	1.35'
L28	S41°06'29"E	14.09'
L29	S52°41'57"E	53.57'
L30	S52°13'55"E	15.51'
L56	N88°37'35"E	69.63'
L57	S42°13'57"E	35.86'
L119	N58°15'59"E	13.85'
L125	N57°11'46"W	47.63'
L126	N87°53'24"W	39.00'
L127	N72°48'12"W	44.28'
L128	N67°13'29"W	28.00'
L129	S79°39'46"W	66.35'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1170.00'	3°29'35"	71.27'	S11°01'28"W	70.41'
C2	20.00'	16°14'18"	5.67'	N83°56'05"W	5.65'
C3	175.00'	2°36'08"	7.45'	N74°37'56"W	7.45'
C4	25.00'	106°27'35"	46.45'	N20°11'47"W	40.05'
C5	167.50'	10°31'45"	30.78'	S27°40'45"E	30.74'
C6	167.50'	21°11'25"	59.03'	S12°25'11"E	58.72'
C7	1155.00'	4°32'19"	91.49'	S07°06'30"W	91.47'
C8	1155.00'	3°26'09"	69.26'	S03°19'17"W	69.25'
C9	167.50'	3°21'53"	9.84'	S00°28'51"W	9.84'
C10	1155.00'	3°14'16"	65.21'	S00°12'35"E	65.20'
C11	1155.00'	3°17'25"	66.37'	S03°27'46"E	66.31'
C12	1155.00'	2°59'38"	58.00'	S06°39'48"E	58.00'
C13	145.00'	0°28'39"	7.57'	N32°12'52"E	7.57'
C14	1170.00'	3°44'43"	76.54'	N02°46'14"W	76.52'
C59	982.50'	1°04'24"	18.40'	N33°12'51"W	18.40'
C56	20.00'	91°38'55"	31.64'	N81°54'48"W	28.44'
C57	182.50'	16°20'02"	46.63'	S35°56'05"W	46.17'
C59	167.50'	1°30'18"	4.39'	S33°16'39"W	4.39'
C62	20.00'	95°25'16"	33.31'	S58°40'12"E	29.59'
C63	71.50'	32°19'13"	40.33'	N69°27'35"W	39.80'
C64	132.50'	10°24'09"	24.06'	N48°03'55"W	24.03'
C65	20.30'	90°03'03"	31.42'	N02°08'09"E	28.28'
C66	197.50'	3°18'21"	11.49'	S45°26'44"W	11.49'
C67	20.00'	90°00'00"	31.42'	S87°53'51"E	28.28'
C68	167.50'	0°24'09"	11.41'	N48°03'55"W	30.37'
C69	168.50'	8°57'30"	26.35'	N57°45'14"W	26.34'
C70	166.50'	26°37'41"	49.50'	N70°36'20"W	49.07'
C71	20.00'	87°47'43"	30.65'	S44°56'16"E	27.74'
C72	152.50'	34°05'02"	90.82'	S16°02'05"W	77.65'
C73	20.00'	105°39'17"	46.10'	S85°52'15"W	39.84'
C74	517.50'	6°04'49"	44.29'	S43°33'54"E	44.27'
C75	517.50'	6°20'14"	57.29'	S49°13'56"E	57.26'
C76	517.50'	5°48'52"	52.52'	S55°10'09"E	52.50'
C77	982.50'	0°28'16"	8.08'	N58°01'17"W	8.08'
C78	982.50'	3°47'06"	65.14'	N55°53'11"W	65.13'
C79	982.50'	3°47'06"	65.14'	N52°05'15"W	65.13'
C80	982.50'	3°28'09"	59.46'	N48°22'17"W	59.46'
C81	20.00'	93°49'17"	32.75'	N03°11'31"E	29.21'
C82	1025.00'	11°30'07"	205.74'	N78°20'43"W	205.39'
C114	700.00'	34°44'17"	121.27'	N66°28'43"W	119.47'
C115	200.00'	18°55'33"	65.95'	N86°24'10"W	65.65'
C116	200.00'	15°50'54"	55.32'	N49°01'56"W	55.14'
C117	500.00'	17°08'52"	149.65'	S49°46'57"E	149.09'
C118	1000.00'	26°51'11"	468.88'	N44°49'50"W	464.70'
C119	1000.00'	13°49'58"	241.43'	N51°10'07"W	240.84'
C120	1030.00'	13°01'14"	221.25'	N37°54'51"W	220.76'
C121	150.00'	35°05'02"	89.23'	S16°00'06"W	87.87'
C125	80.50'	34°41'26"	58.62'	N70°10'12"W	57.73'
C125	150.00'	10°29'09"	27.23'	N44°05'55"W	27.20'
C128	680.00'	15°20'09"	51.22'	S34°56'05"W	51.15'
C149	11,170.00'	2°09'22"	44.03'	S15°51'57"W	44.02'
C150	1,170.00'	2°14'33"	45.79'	S13°01'41"W	45.75'
C175	1,170.00'	19°31'06"	398.58'	S01°50'42"W	396.67'
C176	1155.00'	20°49'24"	419.77'	S02°27'35"W	417.46'
C177	20.00'	76°00'16"	26.53'	S49°54'38"W	24.63'
C178	20.00'	92°09'22"	32.17'	S29°46'15"E	28.81'
C181	475.00'	17°08'56"	142.17'	S49°40'57"E	141.64'
C182	1025.00'	6°09'41"	110.23'	N65°10'35"W	110.17'
C200	182.50'	6°11'37"	0.62'	N41°12'18"W	0.62'
C201	25.00'	72°20'48"	31.57'	N77°28'30"W	29.51'

NOTE

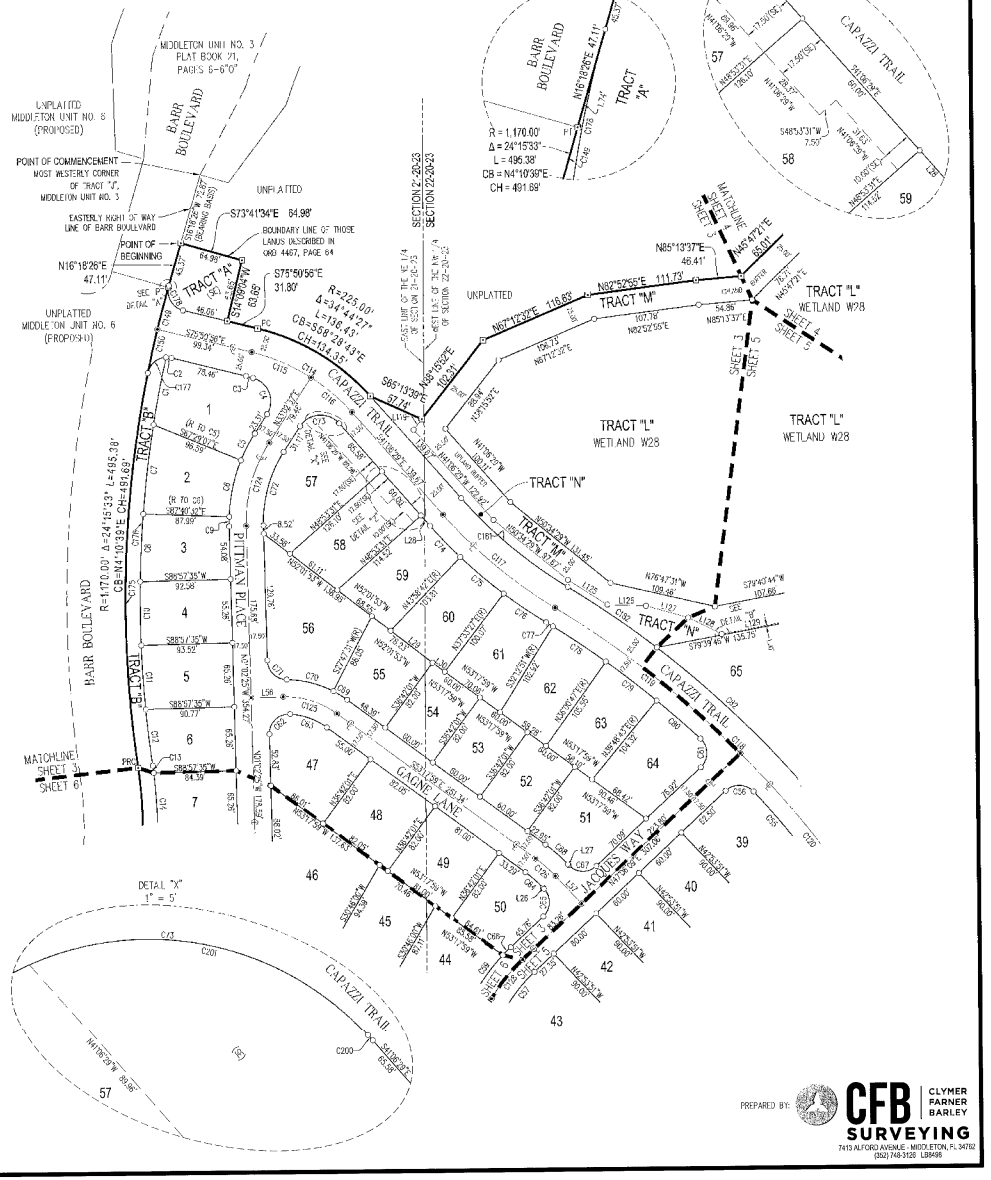
EXHIBIT A – EASEMENTS SET FORTH IN O.R. BOOK 4778, PAGE 479. (STORMWATER RUNOFF, RETENTION & (R)LAID EFFLUENT)



LEGEND

- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6498
- ◉ INDICATES PK NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(3) FLORIDA STATUTES. (SEE NOTE #5)
- (C) INDICATES CURVE NUMBER IN CURVE DATA
- (L) INDICATES LINE NUMBER IN LINE TABLE
- (N) DENOTES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CH INDICATES CHORD BEARING
- C INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- (R@) INDICATES (R) LOCAL RECORDS RADIAL
- PC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT ON CURVE
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CURVATURING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY



PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING

7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3122 LB#495

MIDDLETON UNIT NO. 7

SECTIONS 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

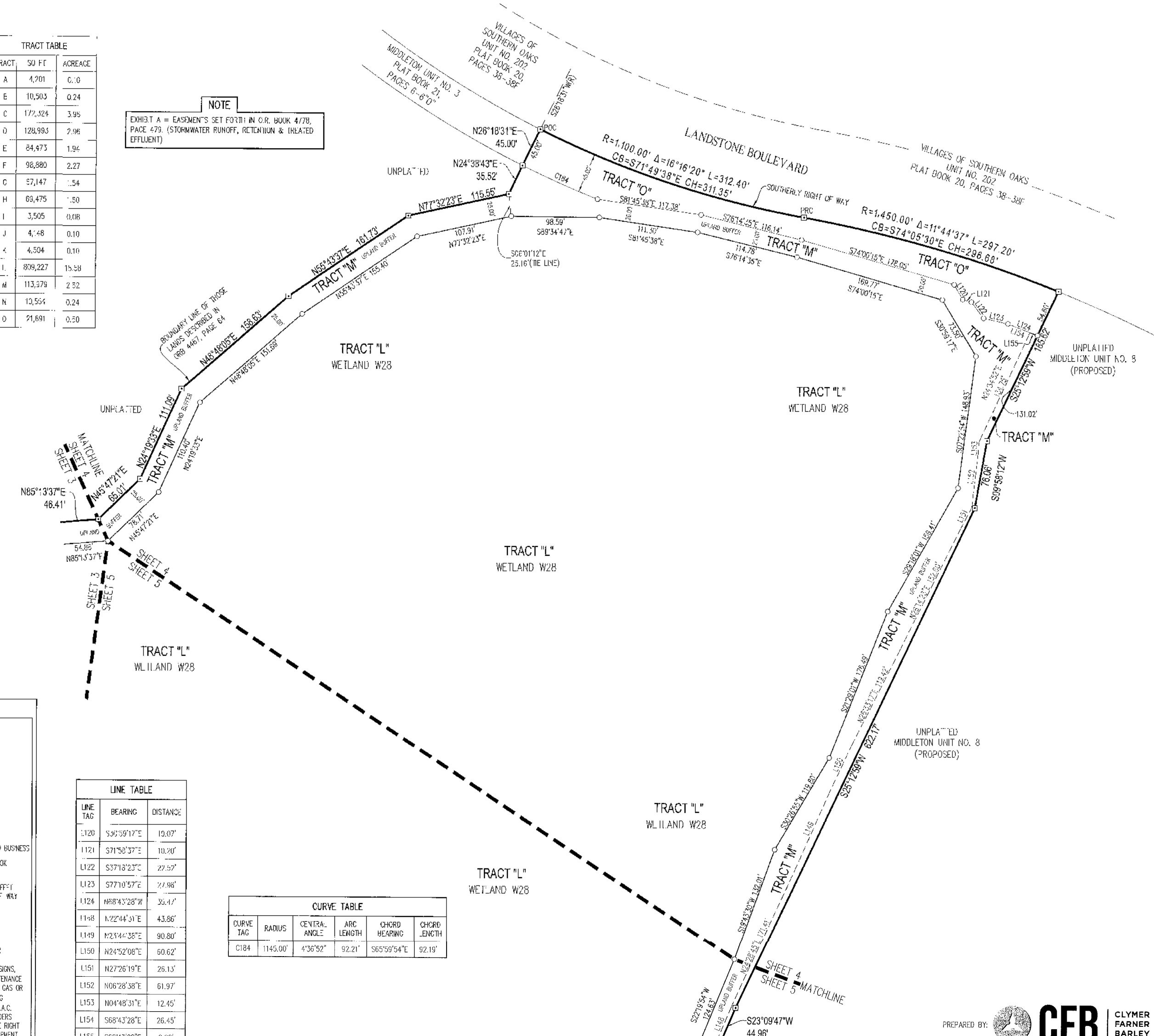
PLAT BOOK 22
PAGE 44C

TRACT	SQ FT	ACREAGE
A	4,201	0.10
B	10,503	0.24
C	172,324	3.95
D	128,993	2.96
E	84,473	1.94
F	98,880	2.27
G	67,147	1.54
H	65,475	1.50
I	3,505	0.08
J	4,148	0.10
K	4,504	0.10
L	809,227	18.58
M	113,379	2.52
N	10,554	0.24
O	21,691	0.50

1 inch = 60 feet

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4778, PAGE 479. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C184	1145.00'	4°36'52"	92.21'	S65°59'54"E	92.19'

LINE TAG	BEARING	DISTANCE
L120	S30°59'17"E	19.07'
L121	S71°58'37"E	10.20'
L122	S37°18'23"E	27.57'
L123	S77°10'57"E	27.98'
L124	N68°43'28"W	30.47'
L148	N22°44'31"E	43.86'
L149	N23°44'38"E	90.80'
L150	N24°52'08"E	60.62'
L151	N27°26'19"E	26.13'
L152	N06°28'38"E	61.97'
L153	N04°48'31"E	12.45'
L154	S68°43'28"E	26.45'
L155	S68°43'28"E	9.02'

LEGEND

- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #8498
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #8498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #...)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT OF WAY

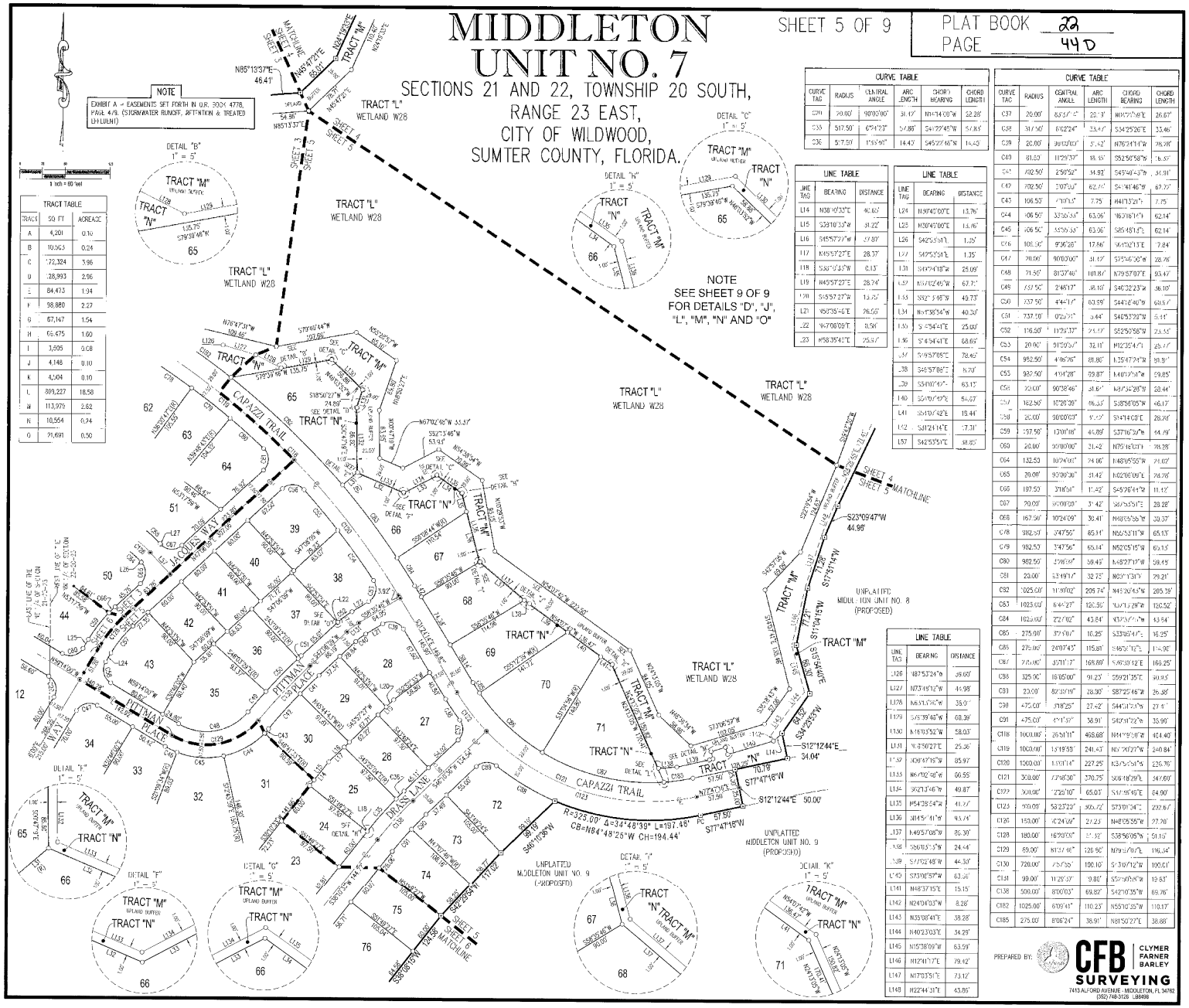
PREPARED BY: CFB | CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB8498

MIDDLETON UNIT NO. 7

SECTIONS 21 AND 22, TOWNSHIP 20 SOUTH,
RANGE 23 EAST,
CITY OF WILDWOOD,
SUMTER COUNTY, FLORIDA.

SHEET 5 OF 9

PLAT BOOK 22
PAGE 44D



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,201	0.10
B	10,365	0.24
C	172,324	3.96
D	128,993	2.96
E	84,473	1.94
F	98,880	2.27
G	67,147	1.54
H	69,675	1.60
I	3,605	0.08
J	4,148	0.10
K	4,504	0.10
L	809,227	18.58
M	113,979	2.62
N	10,554	0.24
O	21,691	0.50

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C231	20.00'	90°00'00"	31.42'	N14°47'02"W	28.28'
C235	517.50'	6°54'23"	62.38'	S41°27'45"W	62.34'
C236	517.50'	1°53'40"	16.43'	S45°27'46"W	16.43'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L14	N38°10'33"E	40.65'
L15	S38°10'33"W	31.22'
L16	S45°57'27"W	57.07'
L17	N45°57'27"E	28.37'
L18	S36°02'33"W	0.13'
L19	N45°57'27"E	28.74'
L20	S45°57'27"W	13.75'
L21	N50°35'46"E	26.55'
L22	N47°06'09"E	31.59'
L23	N58°35'42"E	25.97'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L24	N39°40'00"E	13.76'
L25	N39°40'00"E	13.76'
L26	S42°55'51"E	1.35'
L27	S42°55'51"E	1.35'
L31	S14°54'18"W	25.09'
L32	N57°02'45"W	67.71'
L33	S82°13'46"W	49.73'
L34	N51°58'54"W	40.30'
L35	S42°54'41"E	25.00'
L36	S42°54'41"E	68.66'
L37	S49°57'08"E	78.46'
L38	S49°57'08"E	15.70'
L39	S34°07'47"E	63.13'
L40	S57°07'47"E	54.67'
L41	S34°07'42"E	15.44'
L42	S41°21'14"E	77.31'
L57	S42°55'51"E	98.85'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L126	N87°53'24"E	39.60'
L127	N73°18'12"W	44.98'
L128	N61°37'40"W	35.01'
L129	S75°39'48"W	68.39'
L130	N16°03'52"W	58.03'
L131	N16°50'27"E	25.36'
L132	N39°47'15"W	85.97'
L133	N57°02'48"W	66.55'
L134	S62°13'46"E	49.87'
L135	N54°38'54"W	41.27'
L136	N14°59'41"W	93.74'
L137	N49°57'08"W	86.39'
L138	S60°05'15"W	24.44'
L139	S7°02'48"W	44.30'
L140	S73°06'57"W	63.56'
L141	N48°37'15"E	15.15'
L142	N24°04'03"W	8.28'
L143	N35°08'41"E	38.28'
L144	N40°23'03"E	34.29'
L145	N15°38'09"W	63.59'
L146	N12°41'17"E	79.42'
L147	N17°03'51"E	73.12'
L148	N22°44'31"E	43.86'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C37	20.00'	83°57'45"	29.31'	N00°47'46"E	26.81'
C38	381.50'	6°02'24"	33.49'	S34°25'26"E	33.46'
C39	20.00'	90°00'00"	31.42'	N76°24'14"W	28.28'
C40	81.50'	112°29'37"	16.15'	S52°50'58"W	15.37'
C41	702.50'	2°50'52"	34.92'	S45°40'43"W	34.91'
C42	702.50'	3°07'04"	62.74'	S42°41'46"W	62.72'
C43	106.50'	4°08'15"	7.75'	N44°13'21"E	7.75'
C44	106.50'	33°56'33"	63.06'	N62°18'14"E	62.14'
C45	106.50'	33°56'33"	63.06'	S85°48'14"E	62.14'
C46	105.50'	9°36'28"	17.66'	S64°52'13"E	17.64'
C47	70.00'	90°00'00"	31.42'	S75°46'06"W	28.28'
C48	71.50'	81°37'46"	101.86'	N79°57'07"E	93.47'
C49	652.50'	2°46'17"	31.10'	S40°32'23"W	31.10'
C50	737.50'	4°44'17"	60.99'	S44°18'40"W	60.97'
C51	737.50'	0°22'51"	5.47'	S40°53'23"W	5.47'
C52	116.50'	112°29'37"	228.72'	S52°50'58"W	233.52'
C53	20.00'	91°29'07"	32.11'	N12°25'47"E	28.77'
C54	982.50'	4°46'26"	81.85'	N39°47'04"W	81.83'
C55	982.50'	4°04'28"	69.87'	N44°12'51"W	69.85'
C56	20.00'	90°38'46"	31.64'	N89°34'28"W	28.44'
C57	182.50'	16°20'09"	52.05'	S38°56'05"W	46.17'
C58	20.00'	90°00'00"	31.42'	S14°14'08"E	28.28'
C59	197.50'	13°01'18"	44.89'	S37°16'30"W	44.79'
C60	20.00'	90°00'00"	31.42'	N75°16'08"W	28.28'
C64	132.50'	10°14'08"	24.06'	N48°05'55"W	24.02'
C65	20.00'	93°00'36"	31.42'	N02°06'08"E	28.08'
C66	197.50'	3°18'54"	11.42'	S45°26'44"W	11.42'
C67	20.00'	90°00'00"	31.42'	S82°53'51"E	28.28'
C68	167.50'	10°24'09"	30.41'	N48°05'56"E	30.37'
C78	982.50'	3°47'56"	65.14'	N52°53'11"W	65.13'
C79	982.50'	3°47'56"	65.14'	N52°05'15"W	65.13'
C80	982.50'	2°16'39"	39.45'	N48°27'17"W	39.45'
C81	20.00'	83°49'17"	32.75'	N03°11'31"E	29.91'
C82	1025.00'	11°30'02"	205.74'	N45°20'43"W	205.39'
C83	1025.00'	6°44'27"	120.56'	N51°13'28"W	120.52'
C84	1025.00'	4°45'35"	85.18'	N57°35'45"W	85.15'
C85	275.00'	37°01'17"	177.69'	S39°35'54"E	174.58'
C86	275.00'	24°07'45"	115.81'	S45°50'12"E	114.95'
C87	275.00'	37°01'17"	177.69'	S39°35'54"E	174.58'
C88	325.00'	16°05'00"	91.23'	S59°21'35"E	90.95'
C89	20.00'	82°30'19"	28.80'	S87°25'46"W	26.38'
C90	475.00'	3°18'25"	27.42'	S44°31'24"W	27.41'
C91	475.00'	4°11'57"	34.81'	S40°34'22"E	34.80'
C118	1000.00'	26°51'11"	468.68'	N44°19'31"W	464.40'
C119	1000.00'	13°19'53"	241.43'	N52°20'27"W	240.84'
C120	1000.00'	13°31'14"	227.25'	N39°54'51"W	226.76'
C121	300.00'	73°18'36"	370.75'	S06°18'29"E	347.60'
C122	300.00'	12°23'10"	65.03'	S41°15'45"E	64.90'
C123	900.00'	58°23'23"	900.72'	S73°01'34"E	222.67'
C126	150.00'	10°24'06"	27.23'	N48°05'55"W	27.20'
C128	180.00'	16°20'09"	51.32'	S38°56'05"E	51.15'
C129	69.00'	81°37'46"	126.90'	N79°57'07"E	116.34'
C130	720.00'	7°57'55"	100.10'	S13°07'12"W	100.01'
C131	99.00'	11°28'37"	19.83'	S75°50'08"W	19.83'
C138	500.00'	8°00'03"	69.82'	S42°10'35"W	69.76'
C182	1025.00'	6°09'41"	110.23'	N55°10'35"W	110.17'
C185	275.00'	8°06'24"	38.91'	N81°50'27"E	38.88'

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB6668

MIDDLETON UNIT NO. 7

SHEET 6 OF 9

PLAT BOOK 22
PAGE 44E

SECTIONS 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

NOTE
EXHIBIT A - EASEMENTS SET FORTH IN O.R. BOOK 477/8, PAGE 479. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C12	1155.00'	2°52'36"	58.00'	S82°30'48"E	58.00'
C13	445.00'	0°58'30"	7.57'	N0°27'52"W	7.57'
C14	445.00'	8°57'48"	65.34'	N02°46'14"W	65.28'
C15	445.00'	11°10'51"	86.84'	N07°01'36"E	86.70'
C16	106.50'	13°03'58"	24.29'	S07°34'24"E	24.25'
C17	106.50'	31°55'22"	59.34'	S30°04'34"E	58.57'
C18	445.00'	5°27'33"	42.40'	N15°29'46"E	42.38'
C19	105.50'	13°12'15"	24.54'	S83°37'52"E	24.49'
C20	20.03'	90°00'00"	31.42'	N14°14'00"W	28.28'
C21	20.03'	90°00'00"	31.42'	N75°46'00"E	28.28'
C22	182.50'	0°37'09"	5.21'	S58°55'25"E	5.21'
C23	482.50'	7°39'25"	63.08'	S54°53'08"E	63.03'
C24	517.50'	1°14'42"	11.25'	N51°44'46"W	11.25'
C25	517.50'	6°51'32"	62.00'	N54°58'04"W	61.96'
C26	20.00'	12°10'36"	4.25'	S53°55'41"E	4.24'
C27	445.00'	11°38'00"	90.35'	N23°53'34"E	90.20'
C28	20.00'	90°00'00"	31.42'	S14°14'00"E	28.28'
C29	482.50'	4°58'-5"	41.87'	S01°43'09"E	41.85'
C30	482.50'	3°08'17"	26.43'	S05°46'26"E	26.42'
C31	517.50'	3°45'34"	33.96'	N05°27'47"W	33.95'
C32	517.50'	4°21'00"	39.29'	N01°24'30"W	39.25'
C33	20.03'	88°22'25"	30.73'	N76°44'46"E	27.80'
C34	517.50'	5°26'58"	49.22'	S80°27'04"W	49.20'
C49	702.50'	5°50'04"	69.74'	S41°42'48"W	69.72'
C43	105.50'	4°-0'14"	7.75'	N41°13'21"E	7.75'
C44	105.50'	33°55'33"	63.96'	N60°16'14"E	62.14'
C45	106.50'	33°55'33"	63.06'	S60°16'13"E	62.14'
C46	106.50'	9°36'26"	17.86'	S64°57'13"E	17.84'
C47	20.00'	90°00'00"	31.42'	S75°16'00"W	28.28'
C48	71.50'	81°57'46"	102.27'	N79°57'07"E	93.77'
C49	737.50'	2°48'17"	36.10'	S10°32'23"W	36.10'
C57	162.50'	16°28'00"	46.33'	S38°36'05"W	46.17'
C58	20.03'	90°00'00"	31.47'	S14°14'00"E	28.28'
C59	197.50'	13°01'18"	44.89'	S31°16'39"W	44.79'
C60	20.00'	90°00'00"	31.42'	N75°46'00"E	28.28'
C61	71.50'	58°11'34"	72.62'	S39°08'47"E	69.54'
C66	197.50'	5°18'01"	11.42'	S45°25'44"W	11.42'
C92	475.00'	11°35'26"	10.10'	S37°34'00"W	10.10'
C105	517.50'	0°56'19"	5.08'	S56°10'42"W	8.08'
C106	20.03'	85°59'58"	30.02'	N36°21'07"W	27.28'
C107	317.50'	5°01'25"	21.37'	S77°29'24"E	21.37'
C108	317.50'	2°22'48"	13.19'	S74°18'17"E	13.19'
C109	781.50'	0°11'33"	2.58'	S73°01'01"E	2.58'
C110	767.50'	4°25'19"	59.22'	S78°42'43"E	59.20'
C111	767.50'	4°25'19"	59.23'	S83°17'28"E	59.22'
C112	781.50'	1°55'11"	25.71'	S83°30'12"E	25.71'
C113	25.00'	90°00'00"	39.27'	S72°50'24"W	35.36'
C127	89.00'	58°11'34"	90.39'	N39°08'13"E	86.56'
C128	183.00'	16°26'28"	51.32'	S31°36'05"W	51.15'
C129	89.00'	81°37'46"	126.80'	N49°57'07"E	116.34'
C132	430.00'	4°50'06"	36.23'	N39°38'50"E	36.21'
C133	430.00'	5°41'21"	42.73'	N34°14'33"E	42.68'
C134	500.00'	8°06'-0"	70.77'	N55°10'43"W	70.71'
C135	500.00'	5°06'35"	70.77'	S55°10'43"E	70.71'
C-36	500.00'	8°06'35"	70.77'	N63°17'17"E	70.71'
C-37	500.00'	8°06'35"	70.77'	N55°10'43"W	70.71'
C139	500.00'	37°96'0"	283.33'	S21°36'33"W	279.55'
C140	530.00'	9°16'00"	83.78'	S33°22'52"W	83.68'
C141	500.00'	17°55'37"	156.44'	S19°36'42"W	155.81'
C142	500.00'	4°56'21"	43.10'	S08°10'43"W	43.09'
C144	300.00'	6°14'13"	32.66'	S76°14'00"E	32.64'
C145	750.00'	10°57'17"	143.40'	S67°38'15"E	143.18'
C146	42.50'	90°00'00"	66.76'	S72°50'24"W	60.10'
C160	430.00'	34°54'48"	262.02'	N55°12'37"E	257.99'
C161	67.50'	90°00'00"	106.03'	S72°50'24"W	95.46'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C162	725.00'	10°47'17"	136.62'	S67°38'15"E	136.42'
C163	225.00'	6°14'13"	29.54'	S76°14'00"E	29.52'
C164	70.03'	81°15'50"	99.76'	N58°06'56"E	91.09'
C165	525.00'	8°56'35"	79.04'	S55°10'43"E	78.96'
C166	20.00'	82°14'37"	29.06'	N17°36'01"W	26.57'
C167	475.00'	8°06'35"	67.23'	N63°17'17"E	67.18'
C168	525.00'	8°06'35"	74.31'	S63°17'17"E	74.25'
C169	525.00'	8°06'35"	74.31'	S55°10'43"E	74.25'
C170	475.00'	8°06'35"	67.23'	N55°10'43"W	67.18'
C171	20.00'	8°59'41"	28.95'	S79°15'37"W	25.91'
C172	20.00'	74°17'10"	25.93'	S09°54'47"E	24.15'
C173	430.00'	35°10'55"	264.04'	N89°38'20"E	259.91'
C174	445.00'	37°39'42"	292.51'	N10°52'41"E	287.27'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	N59°14'00"W	10.01'
L2	S30°14'00"E	75.55'
L3	S49°14'00"E	35.56'
L5	S59°14'00"E	70.00'
L6	S63°42'02"E	20.10'
L7	S63°42'02"E	50.16'
L8	S63°42'02"E	43.11'
L9	S63°42'02"E	47.64'
L10	S63°42'02"E	50.75'
L11	S59°14'00"E	64.05'
L12	S59°14'00"E	12.04'
L13	S59°14'00"E	65.00'
L14	N38°10'33"E	40.83'
L15	S38°10'33"W	31.23'
L24	N30°46'00"E	13.76'
L25	N30°46'00"E	13.76'
L54	S79°21'06"E	21.96'
L56	N59°14'00"W	29.26'
L117	N79°21'06"W	15.01'
L118	S59°14'00"E	12.49'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,201	0.10
B	10,503	0.24
C	172,324	3.96
D	128,953	2.96
E	84,473	1.94
F	98,880	2.27
G	67,147	1.54
H	69,475	1.60
I	3,505	0.08
J	4,148	0.10
K	4,534	0.10
L	809,227	18.58
M	113,979	2.62
N	9,554	0.21
O	21,661	0.50

1 inch = 60 feet

R = 1,170.00'
Δ = 24°15'33"
L = 495.38'
CB = N4°10'39"E
CH = 491.69'

MATCHLINE SHEET 5
MATCHLINE SHEET 6

BARR BOULEVARD
R=430.00' Δ=80°37'08" L=605.04'
CB=N62°22'27"E CH=556.35'

UNPLATTED MIDDLETON UNIT NO. 6 (PROPOSED)

TRACT "B"

PITTMAN PLACE

JACQUES WAY

COSGRAY AVENUE

TRACT "C"

LS-18H
EXHIBIT "A"
(SEE NOTE)

LS-18I
EXHIBIT "A"
(SEE NOTE)

COSTA PLACE

SECTION 21-20-23
SECTION 22-20-23

DRASS LANE

R=475.00' Δ=43°14'44" L=358.06'
CB=S21°20'00"W CH=349.66'

UNPLATTED MIDDLETON UNIT NO. 9 (PROPOSED)

MATCHLINE SHEET 7

MATCHLINE SHEET 5

DETAIL "F"
1" = 10'

DETAIL "G"
1" = 5'

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3128 LB6498

MIDDLETON UNIT NO. 7

SECTIONS 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 7 OF 9

PLAT BOOK 22
PAGE 44F

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C92	145.00'	0°25'31"	0.99'	N05°54'09"E	0.99'
C94	145.00'	13°51'30"	35.07'	N13°02'06"E	35.00'
C95	20.00'	90°00'00"	31.42'	S25°01'56"E	28.28'
C96	517.50'	6°49'22"	61.62'	S66°37'14"E	61.58'
C97	517.50'	1°02'57"	9.48'	S59°44'05"E	9.48'
C101	422.50'	2°35'50"	17.39'	S61°11'35"E	17.39'
C102	152.50'	5°48'26"	15.90'	S67°07'42"E	15.88'
C103	20.00'	90°00'00"	31.42'	N64°56'37"E	28.28'
C104	167.50'	14°10'32"	25.31'	N72°50'19"E	25.44'
C105	517.50'	0°56'19"	8.48'	S80°13'42"W	8.48'
C106	20.00'	85°39'38"	30.02'	N36°21'00"W	27.28'
C107	517.50'	3°51'25"	34.81'	S77°25'24"E	34.81'
C108	517.50'	2°22'48"	13.19'	S74°18'17"E	13.19'
C109	767.50'	0°11'33"	2.58'	S73°30'07"E	2.58'
C110	767.50'	4°25'15"	59.22'	S70°17'53"E	59.20'
C111	767.50'	4°25'10"	59.23'	S66°17'20"E	59.22'
C112	767.50'	1°53'11"	25.27'	S63°03'12"E	25.27'
C113	560.00'	4°56'21"	43.23'	S08°10'43"W	43.09'
C143	170.00'	7°15'22"	21.66'	N12°56'19"E	21.79'
C144	300.00'	8°14'13"	42.86'	S76°14'03"E	42.94'
C145	750.00'	11°07'17"	143.40'	S67°38'15"E	143.18'
C147	500.00'	7°59'15"	69.69'	S66°05'48"E	69.64'
C167	725.00'	10°37'17"	138.62'	S67°38'15"E	138.41'
C163	275.00'	8°14'13"	29.94'	S76°14'03"E	29.92'
C164	20.00'	85°15'50"	29.76'	N58°06'59"E	27.09'
C179	25.00'	6°10'46"	2.70'	S66°54'53"E	2.70'
C180	25.00'	1°38'41"	0.80'	S69°38'56"E	0.80'
C190	25.00'	3°53'13"	1.70'	N68°32'38"W	1.70'
C191	25.00'	80°56'24"	8.93'	N45°33'44"W	6.89'
C192	25.00'	10°17'31"	4.49'	S78°36'26"E	4.49'
C193	25.00'	5°50'14"	4.33'	S88°56'41"E	4.33'
C194	25.00'	3°52'0"	6.06'	S77°04'47"E	6.04'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L43	N70°01'55"W	1.45'
L44	S62°09'36"E	28.80'
L45	S85°10'44"E	5.10'
L46	S65°17'26"E	22.34'
L47	S65°17'26"E	27.66'
L48	S68°30'26"E	16.23'
L49	S40°19'45"E	13.97'
L50	S73°06'53"E	22.56'
L51	N73°06'53"W	4.64'
L52	N68°30'26"W	8.10'
L53	N68°30'02"W	8.10'
L54	S79°21'05"E	21.96'
L55	N70°01'55"W	18.99'
L87	N67°34'36"W	130.33'
L88	S64°51'35"E	93.50'
L89	S70°29'14"E	89.73'
L90	N89°35'23"W	175.41'
L91	N02°50'00"E	13.35'
L92	S89°36'01"E	10.28'
L93	S89°2'26"E	99.20'
L94	N70°04'45"W	196.57'
L95	N83°36'47"W	75.70'
L96	S72°50'44"W	34.92'
L97	S80°28'30"E	120.06'
L98	N89°27'33"E	92.97'
L99	N87°16'25"W	31.05'
L100	N71°41'00"W	31.70'
L101	S86°07'25"W	53.34'
L102	S88°15'46"W	39.31'
L103	N85°55'14"E	100.48'
L104	N84°03'51"E	38.25'
L105	S88°38'28"W	55.37'
L106	S52°27'56"E	33.32'
L107	N85°56'14"W	28.25'
L108	N73°25'38"W	33.35'
L109	N83°47'1"W	38.53'
L110	S85°19'37"E	57.07'
L112	S28°28'17"E	21.82'
L113	N57°57'03"E	26.01'
L114	S28°26'17"E	42.40'
L117	N79°11'06"W	15.01'
L155	N84°03'51"E	43.13'
L159	S85°41'56"E	30.55'
L160	S85°19'32"E	46.21'
L161	N73°29'38"W	30.73'
L162	N85°56'14"W	29.27'
L167	N83°41'06"W	12.05'
L165	S86°27'25"W	2.25'

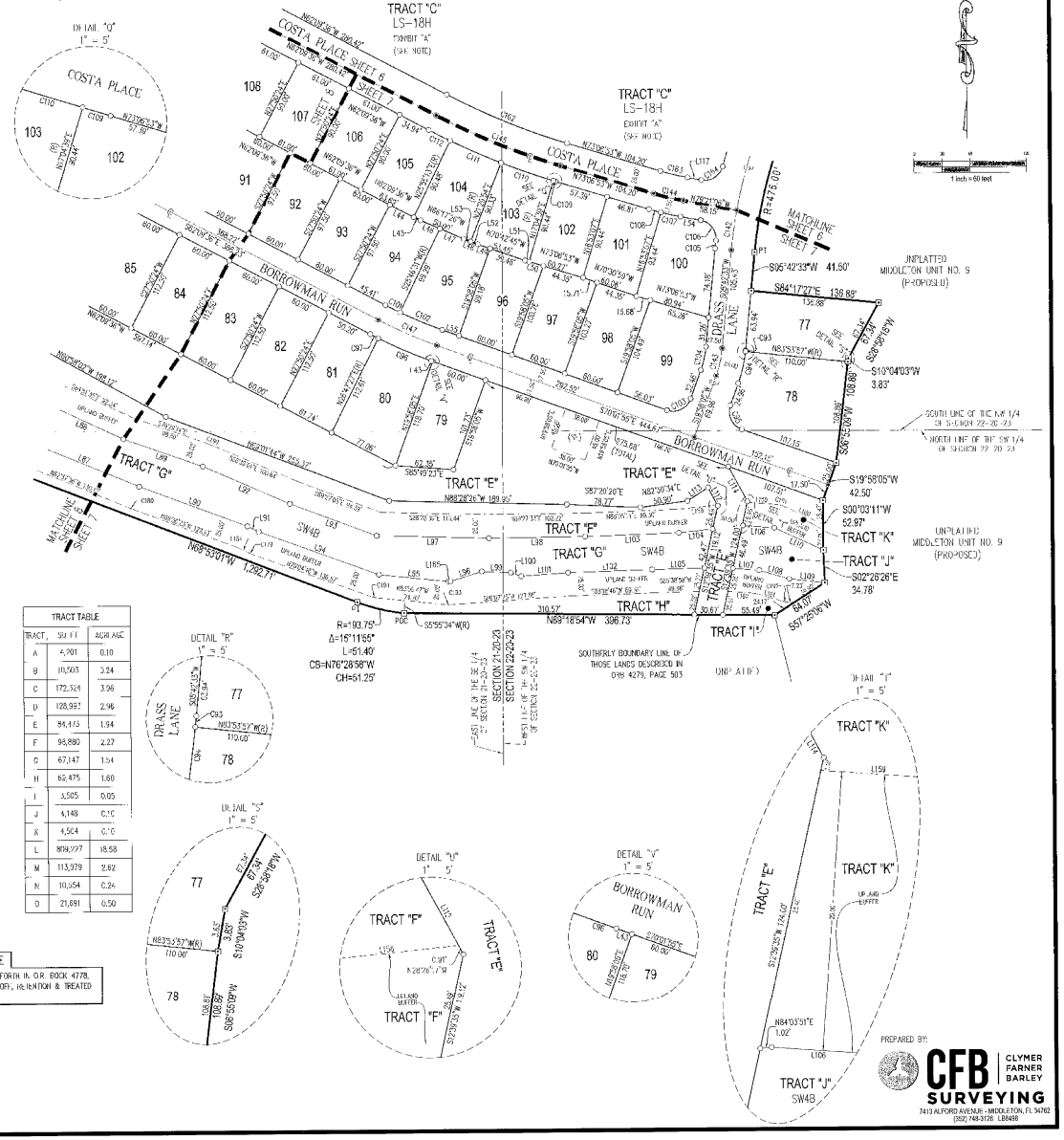
TRACT TABLE		
TRACT	SQ FT	ACRE AGE
A	4,701	0.10
B	10,503	0.24
C	172,324	3.96
D	128,993	2.96
E	84,173	1.94
F	98,880	2.27
G	67,147	1.54
H	82,475	1.89
I	3,505	0.05
J	4,148	0.10
K	4,564	0.10
L	809,227	18.58
M	113,979	2.62
N	10,554	0.24
O	21,691	0.50

LEGEND

⊠	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #8444
◉	INDICATES PK NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #8438 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #3)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L3	INDICATES LINE NUMBER IN LINE TABLE
R	INDICATES RADIUS
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
PCC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCE PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN SUE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LB	INDICATES LICENSED BUSINESS
NO	INDICATES NUMBER
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4778, PAGE 479, (STORMWATER RUNOFF, RETENTION & TREATED EXHIBIT)



PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB8488

MIDDLETON UNIT NO. 7

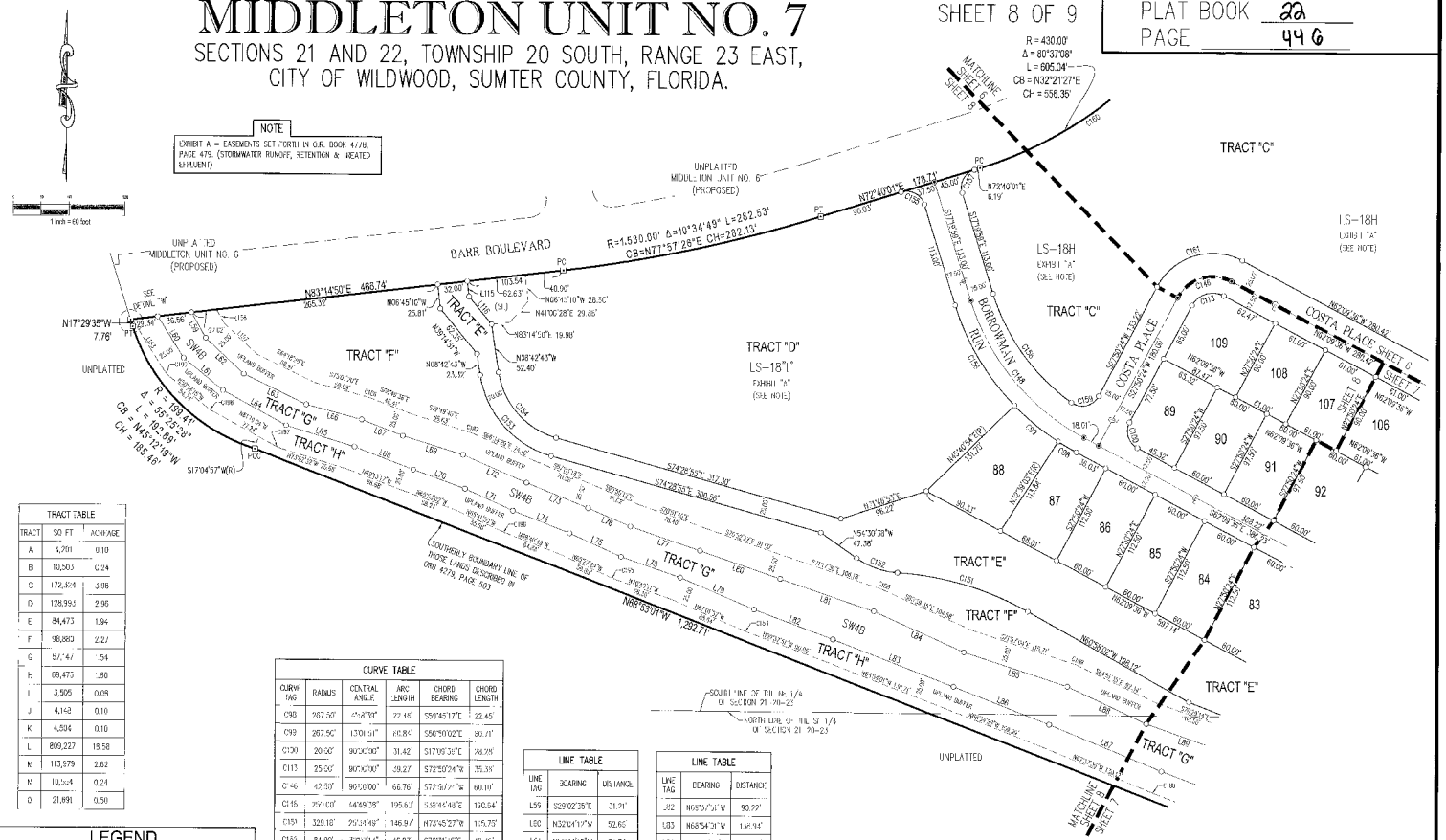
SECTIONS 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 8 OF 9

PLAT BOOK 22
PAGE 446

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 477, PAGE 479, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,701	0.10
B	10,503	0.24
C	172,304	3.96
D	128,995	2.96
E	84,473	1.94
F	98,883	2.27
G	24,744	.54
H	69,475	1.60
I	3,505	0.08
J	4,142	0.10
K	4,594	0.10
L	809,227	18.58
M	113,579	2.62
N	10,564	0.24
O	21,691	0.50

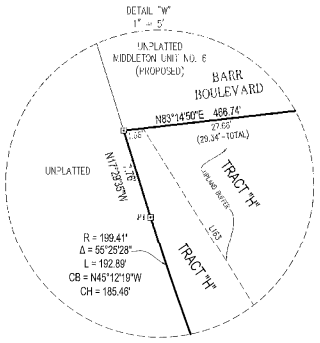
LEGEND

⊠	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6498
◉	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(6) FLORIDA STATUTES. (SEE NOTE #2)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L3	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
QB	INDICATES RADIAL BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DEA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT RETAINING EFFLUENT AND WATER
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL, FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA OVERNIGHT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
PG.	INDICATES PLAT BOOK
PG.	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANG.E	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C90	287.50'	4°48'39"	22.48'	S59°45'17"E	22.45'
C99	287.50'	13°01'51"	65.39'	S50°09'02"E	65.21'
C100	20.00'	90°00'00"	31.42'	S17°05'26"E	28.28'
C113	25.00'	90°00'00"	39.27'	S72°54'34"W	35.36'
C 46	42.00'	90°00'00"	66.76'	S72°59'07"W	60.10'
C145	350.00'	64°49'28"	395.80'	S38°46'40"E	390.64'
C151	329.18'	25°34'49"	146.94'	N73°45'27"W	145.73'
C152	84.00'	32°02'13"	46.97'	S72°31'45"E	46.36'
C153	106.00'	65°46'12"	121.68'	S41°39'49"E	115.11'
C154	85.00'	65°46'12"	58.72'	S41°39'49"E	96.35'
C155	20.00'	90°00'00"	31.42'	N62°19'59"W	28.28'
C156	267.50'	23°59'08"	125.99'	S30°49'35"E	124.83'
C157	20.00'	90°00'00"	31.42'	S27°40'01"W	28.28'
C158	225.00'	37°15'42"	146.33'	S35°57'47"E	143.76'
C159	20.00'	37°33'56"	13.06'	N49°53'21"E	30.99'
C160	430.00'	34°57'48"	262.32'	N55°12'37"E	258.29'
C 61	67.50'	90°00'00"	106.03'	S72°59'47"E	95.46'
C180	25.00'	1°50'47"	0.80'	S68°36'39"E	0.80'
C181	25.00'	2°35'54"	1.13'	S66°19'36"E	1.13'
C186	25.00'	6°11'42"	2.70'	N71°55'29"W	2.70'
C187	25.00'	6°15'1"	2.73'	N69°42'04"W	2.73'
C188	25.00'	5°18'04"	2.31'	N68°38'37"W	2.31'
C189	25.00'	7°05'29"	3.09'	N68°24'20"W	3.09'
C195	25.00'	5°21'42"	2.34'	S68°08'20"E	2.34'
C196	25.00'	2°58'59"	1.30'	S67°11'19"E	1.30'
C197	25.00'	11°43'27"	5.12'	S67°10'48"E	5.11'
C198	25.00'	10°34'49"	4.62'	S56°01'40"E	4.61'
C199	25.00'	18°40'04"	8.15'	S41°24'14"E	8.11'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L59	S29°02'35"E	31.71'
L60	N32°04'17"W	52.65'
L61	N58°44'57"W	54.74'
L62	S76°50'34"E	56.25'
L63	S89°18'28"E	74.60'
L64	N61°15'06"W	77.24'
L65	N73°02'32"W	76.51'
L66	S76°01'20"E	61.44'
L67	S68°49'38"E	47.78'
L68	N65°31'17"W	67.51'
L69	S72°48'49"E	67.51'
L70	N89°55'02"E	55.19'
L71	N85°41'50"W	56.49'
L72	S00°34'29"E	74.39'
L73	S67°55'18"E	71.22'
L74	N68°40'49"W	60.58'
L75	N65°27'29"W	49.48'
L76	S66°55'12"E	49.48'
L77	S70°51'40"E	79.26'
L78	N70°49'11"W	67.19'
L79	N67°01'57"W	86.47'
L80	S76°52'27"E	91.10'
L81	S71°17'39"E	106.27'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L82	N68°54'51"W	93.22'
L83	N68°54'51"W	136.94'
L84	S65°59'32"E	103.88'
L85	S71°57'04"E	117.01'
L86	N68°34'28"W	130.27'
L87	N65°37'36"W	130.33'
L88	S64°51'35"E	93.57'
L89	S70°29'14"E	99.73'
L115	N08°45'10"W	16.48'
L116	N39°14'51"W	38.14'
L156	S29°02'35"E	17.04'
L157	S46°01'34"E	48.49'
L161	N59°01'12"W	64.49'



PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING

7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB#6498

MIDDLETON UNIT NO. 7

SECTIONS 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 9 OF 9

PLAT BOOK 22
PAGE 44 H

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C35	517.50'	3°21'23"	57.85'	N41°22'45"W	57.82'
C52	116.56'	11°28'37"	23.33'	S82°50'38"W	23.33'
C84	775.00'	351°17"	166.89'	S76°30'42"E	166.71'
C185	775.00'	8°00'24"	36.91'	N81°50'27"E	36.88'

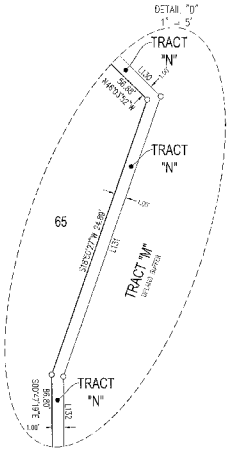
LINE TABLE		
LINE TAG	BEARING	DISTANCE
L15	S38°40'33"W	0.13'
L22	N41°06'09"E	0.69'
L37	S49°57'08"E	75.45'
L38	S49°57'08"E	8.20'
L39	S54°30'40"E	63.13'
L130	N45°15'52"W	58.03'
L131	N18°30'27"E	35.96'
L132	N00°47'19"W	80.93'
L137	N49°57'08"W	86.30'
L138	S89°03'51"W	24.44'
L139	S47°02'48"W	44.50'
L140	S41°06'57"E	63.59'

NOTE
SEE SHEET 5 OF 9
FOR DETAILS "D", "J",
"L", "M", "N" AND "O"

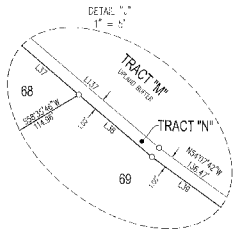
NOTE
EXHIBIT A – EASEMENTS SET FORTH IN O.R. BOOK 4778, PAGE 479. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	4,201	0.10
B	10,503	0.24
C	177,134	3.98
D	128,893	2.96
E	84,473	1.91
F	98,880	2.27
G	67,117	1.54
H	69,473	1.60
I	3,505	3.08
J	4,148	0.10
K	4,504	0.10
L	809,227	18.58
M	113,979	2.62
N	10,554	0.24
O	21,813	0.50

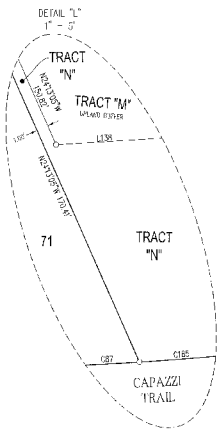
DETAIL "D"
1" = 5'



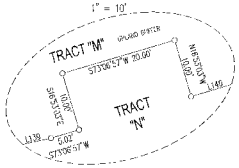
DETAIL "J"
1" = 5'



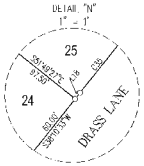
DETAIL "L"
1" = 5'



DETAIL "M"
1" = 10'



DETAIL "N"
1" = 1'



DETAIL "O"
1" = 1'



LEGEND

(R)	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
●	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6498
⊗	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
C#	INDICATES CURVE NUMBER IN CURVE TABLE.
L#	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CH	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT WITHOUT CONVEYANCE PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
PG	INDICATES PLAT BOOK
PGS	INDICATES PAGES
SQ. FT.	INDICATES SQUARE FEET
H/W	INDICATES HIGH-WATER

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB#498

Middleton Unit No. 8 Plat

Inst. Number: 202560018666 Book: 4844 Page: 725 Page 1 of 1 Date: 4/17/2025 Time: 1:08 PM
Erin C Munz Clerk of Courts, Sumter County, Florida

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018666 Date: 04/17/2025 Time: 1:08PM
Page 1 of 1 B: 4844 P: 725 By: BO

ADMINISTRATIVE RECORDING ON BEHALF OF THE SUMTER COUNTY CLERK OF THE CIRCUIT COURT

This page is being recorded to verify recording of a new plat on

This **17th** day of **April 2025** Instrument **No** 202560018666

Name: **MIDDLETON UNIT NO. 8**

Unit No. _____ Plat Book No. **22** Pages **50-50A-E**

Section: **22** Township: **20S** Range: **23E**
Section: _____ Township: _____ Range: _____
Section: _____ Township: _____ Range: _____
Section: _____ Township: _____ Range: _____

ERIN C. MUNZ
CLERK OF THE CIRCUIT COURT
SUMTER COUNTY, FLORIDA

BY: _____ D.C.

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS SUBDIVISION ARE RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. OR BOOK 4844 PAGE 726

MIDDLETON UNIT NO. 8

SHEET 1 OF 6

PLAT BOOK 22
PAGE 50

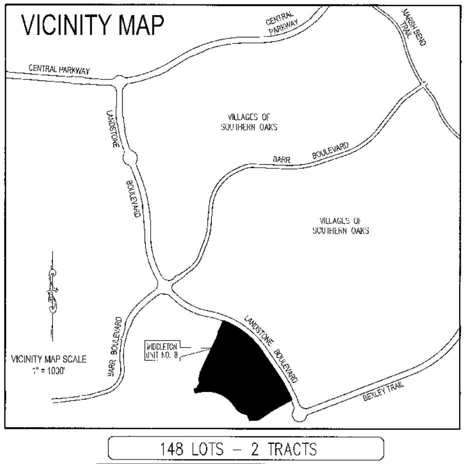
SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY CORNER OF TRACT "J" PER PLAT OF MIDDLETON UNIT NO. 3 AS RECORDED IN PLAT BOOK 21, PAGES 6, 6A THROUGH 6"O", PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF LANDSTONE BOULEVARD PER PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 202 AS RECORDED IN PLAT BOOK 20, PAGES 38, 38A THROUGH 38F, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID POINT ALSO BEING ON THE ARC OF A CURVE NORTHERLY AND HAVING A RADIUS OF 1,100.00 FEET AND A CHORD BEARING AND DISTANCE OF S71°49'38"E, 311.35 FEET TO WHICH A RADIAL LINE BEARS S26°18'31"W; THE FOLLOWING THREE (3) COURSES BEING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF LANDSTONE BOULEVARD: THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°16'20", A DISTANCE OF 312.40 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,450.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°44'37", A DISTANCE OF 297.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°18'55", A DISTANCE OF 851.44 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING ON THE NORTHWESTERLY LINE OF LANDSTONE BOULEVARD PER PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 206 AS RECORDED IN PLAT BOOK 20, PAGES 54, 54A THROUGH 54P, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF LANDSTONE BOULEVARD RUN S34°34'32"E, 424.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2,530.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°42'17", AN ARC DISTANCE OF 516.84 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE AND ALONG A NON-TANGENT LINE RUN S80°28'53"W, 366.58 FEET; THENCE S55°27'43"W, 279.23 FEET; THENCE S83°56'42"W, 147.60 FEET; THENCE N20°34'28"W, 106.74 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 300.00 FEET AND A CHORD BEARING AND DISTANCE OF N57°35'52"W, 234.94 FEET TO WHICH A RADIAL LINE BEARS S07°7'48"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°17'22", AN ARC DISTANCE OF 263.31 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 575.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°47'54", AN ARC DISTANCE OF 700.47 FEET TO THE POINT OF TANGENCY; THENCE S77°47'16"W, 72.38 FEET; THENCE N12°12'44"W, 50.00 FEET; THENCE N77°47'16"E, 70.79 FEET; THENCE N12°12'44"W, 34.04 FEET; THENCE N34°23'53"E, 64.52 FEET; THENCE N15°54'43"W, 66.30 FEET; THENCE N11°04'15"E, 77.21 FEET; THENCE N17°51'14"E, 71.28 FEET; THENCE N23°09'47"E, 44.96 FEET; THENCE N25°12'59"E, 622.17 FEET; THENCE N09°58'12"E, 76.06 FEET; THENCE N25°12'59"E, 185.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.08 ACRES, MORE OR LESS.



148 LOTS – 2 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS ARE BASED ON THAT PORTION OF THE SOUTHERLY RIGHT OF WAY OF LANDSTONE BOULEVARD PER VILLAGES OF SOUTHERN OAKS UNIT NO. 202 AS RECORDED IN PLAT BOOK 20, PAGES 38, 38A THROUGH 38F, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA WITH A CHORD BEARING OF S7°49'38"E AS INDICATED ON SHEET 3.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACT "A" IS FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACT "B" IS FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT (WHETHER BY THE PLAT OR OTHERWISE), TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (C) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY THE APPLICABLE UTILITY COMPANY SERVING THE SUBDIVISION, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC (TO THE EXTENT SUCH COSTS ARE NOT PAID DIRECTLY BY THE RECORD OWNER OF A FEE SIMPLE TITLE TO ANY HOMESITE); (D) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM, INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY OTHER UTILITY PROVIDERS, OR THE CITY OF WILDWOOD; (E) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (F) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACT A OF THE SUBDIVISION; AND (G) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACT B OF THE SUBDIVISION.

11.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

PREPARED BY: CFB | CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB8498

MIDDLETON UNIT NO. 8
CONVEYANCE AND GRANT OF EASEMENTS TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A" AND "B" AND THE ROADWAYS SHOWN ON THIS PLAT OF MIDDLETON UNIT NO. 8, IS HEREBY SOLD, CONVEYED AND SET OVER TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT). (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, SIGNAGE, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES:

[signature] SIGNATURE
Jennifer A. Peters PRINT NAME
7580 MIDDLETON DRIVE MIDDLETON, FLORIDA 34762 MAILING ADDRESS

Lisa Carnes [signature] SIGNATURE
Lisa Carnes PRINT NAME
7413 ALFORD AVENUE MIDDLETON, FLORIDA 34762 MAILING ADDRESS

THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER

BY: [signature] MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 2nd DAY OF April, 2025, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

Lisa Carnes [signature]
NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO.: HH 608107
COMMISSION EXPIRES: 11-15-2028

LISA CARNES MY COMMISSION # HH 608107 EXPIRES: November 15, 2028

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO F.S. CHAPTER 177, AS CERTIFIED BY THE REVIEWING SURVEYOR SHOWN BELOW.

[signature]
MELANIE D. STRICKLAND
DEVELOPMENT SERVICES DIRECTOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS 14th DAY OF April, 2025

Jessica Barnes [signature]
JESSICA BARNES
CITY CLERK

[signature]
ED WOLF
MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS 14th DAY OF April, 2025

Joshua E. Bilks
PRINT NAME
CITY OF WILDWOOD, ATTORNEY

[signature]
SIGNATURE
CITY OF WILDWOOD, ATTORNEY

[signature]
DEVELOPMENT SERVICES DIRECTOR
MELANIE D. STRICKLAND

[signature]
PUBLIC WORKS DIRECTOR
JEREMY HOCKENBURY

Mohammed Murad
PRINT NAME
CITY OF WILDWOOD, ENGINEER

[signature]
SIGNATURE
CITY OF WILDWOOD, ENGINEER

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

[signature] SIGNATURE — 4/9/25 DATE
RONALD W. HERR
RONALD W. HERR, P.L.S.
WADE SURVEYING, INC.
4907 REGISTRATION NO.

RONALD WILLIAM HERR LICENSE NUMBER LS 4907 SEAL STATE OF FLORIDA Professional Surveyor and Mapper

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, MIDDLETON UNIT NO. 8, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A" AND "B" TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A.

WITNESSES:

(1) [signature] SIGNATURE
Jennifer A. Peters PRINT NAME
7580 MIDDLETON DRIVE MIDDLETON, FLORIDA 34762 MAILING ADDRESS

(2) Lisa Carnes [signature] SIGNATURE
Lisa Carnes PRINT NAME
7413 ALFORD AVENUE MIDDLETON, FLORIDA 34762 MAILING ADDRESS

THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER

BY: [signature] MARTIN L. DZURO, MANAGER

WITNESSES:

(1) [signature] SIGNATURE
Jennifer A. Peters PRINT NAME
3601 KIESSEL ROAD THE VILLAGES, FLORIDA 32163 MAILING ADDRESS

(2) Lisa Carnes [signature] SIGNATURE
Lisa Carnes PRINT NAME
7413 ALFORD AVENUE MIDDLETON, FLORIDA 34762 MAILING ADDRESS

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A
BY: [signature] JOSEPH RICCIARDI, JR., CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 2nd DAY OF April, 2025, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

Lisa Carnes [signature]
NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO.: HH 608107
COMMISSION EXPIRES: 11-15-2028

LISA CARNES MY COMMISSION # HH 608107 EXPIRES: November 15, 2028

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 31st DAY OF March, 2025, BY JOSEPH RICCIARDI, JR., THE CHAIR OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

[signature]
NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: Jennifer A. Peters
COMMISSION NO.: HH 164162
COMMISSION EXPIRES: 12-10-2025

JENNIFER A. PETERS MY COMMISSION # HH 164162 EXPIRES: September 10, 2025 Bonded Thru Notary Public Underwriters

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF MIDDLETON UNIT NO. 8, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE 11TH DAY OF FEBRUARY, 2025; I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
LICENSED BUSINESS NO. 8498

[signature] — 3/26/25 DATE
KAYE M. JAMESON
REGISTRATION NO. 5912

KAYE M. JAMESON LICENSE NUMBER No. 5912 SEAL STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON April 17, 2025, AT 1:08 PM FILE NUMBER 202560018666
PLAT BOOK 22 PAGE 50-50A-E

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA

Mellissa K Worrell
PRINT NAME
DEPUTY CLERK

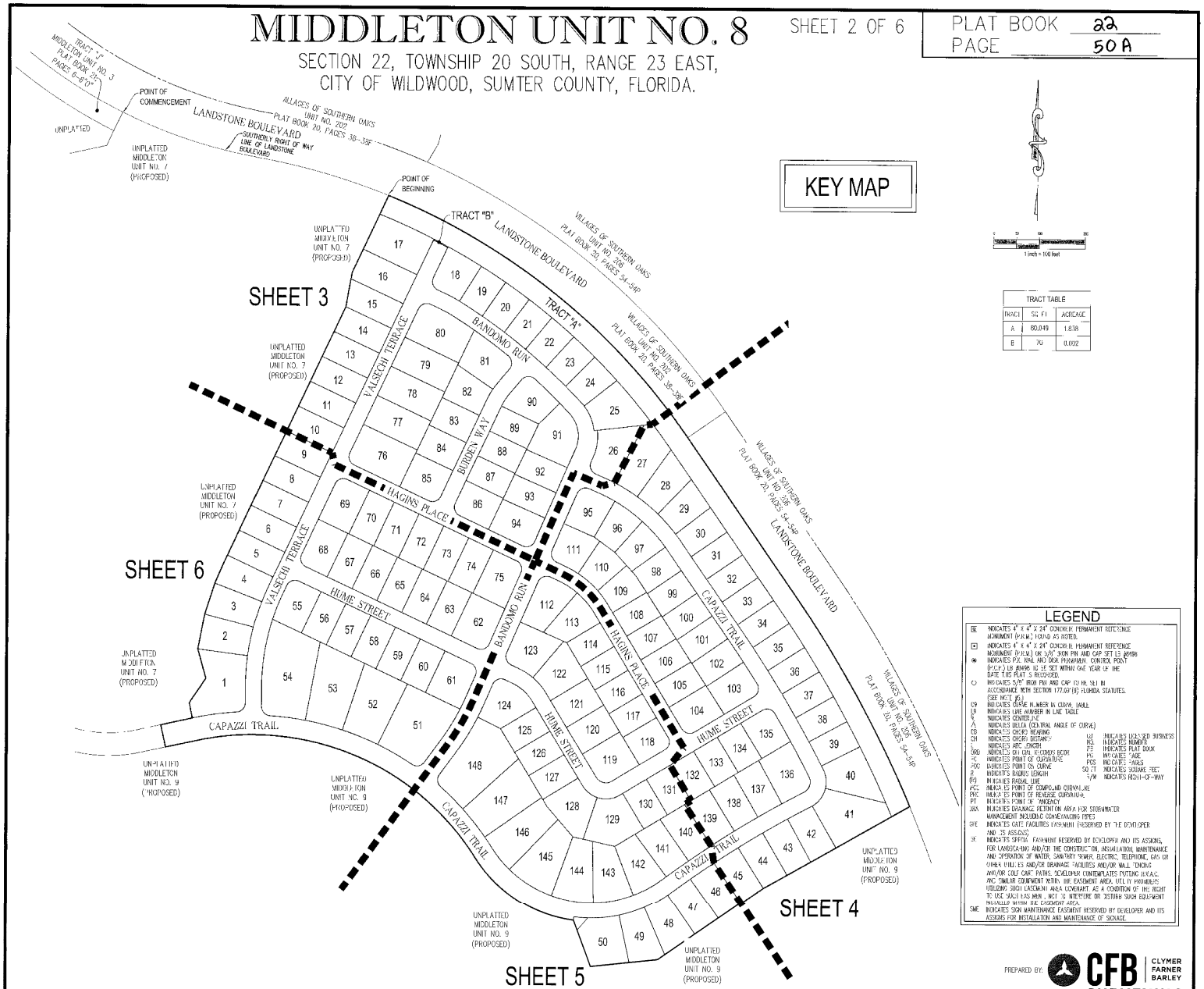
[signature]
SIGNATURE
DEPUTY CLERK

MIDDLETON UNIT NO. 8

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 2 OF 6

PLAT BOOK 22
PAGE 50A



KEY MAP

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	80,049	1.838
B	70	0.002

LEGEND

⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
⊙	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6978
◉	INDICATES P.C., P.R.C. AND POB (MAXIMUM CURVATURE POINT (M.C.P.) LB #6978 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP ID NO. SEL IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES. (SEE NOTE #6)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	IN INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DEA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL TENDING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT INTO THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN SUE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:

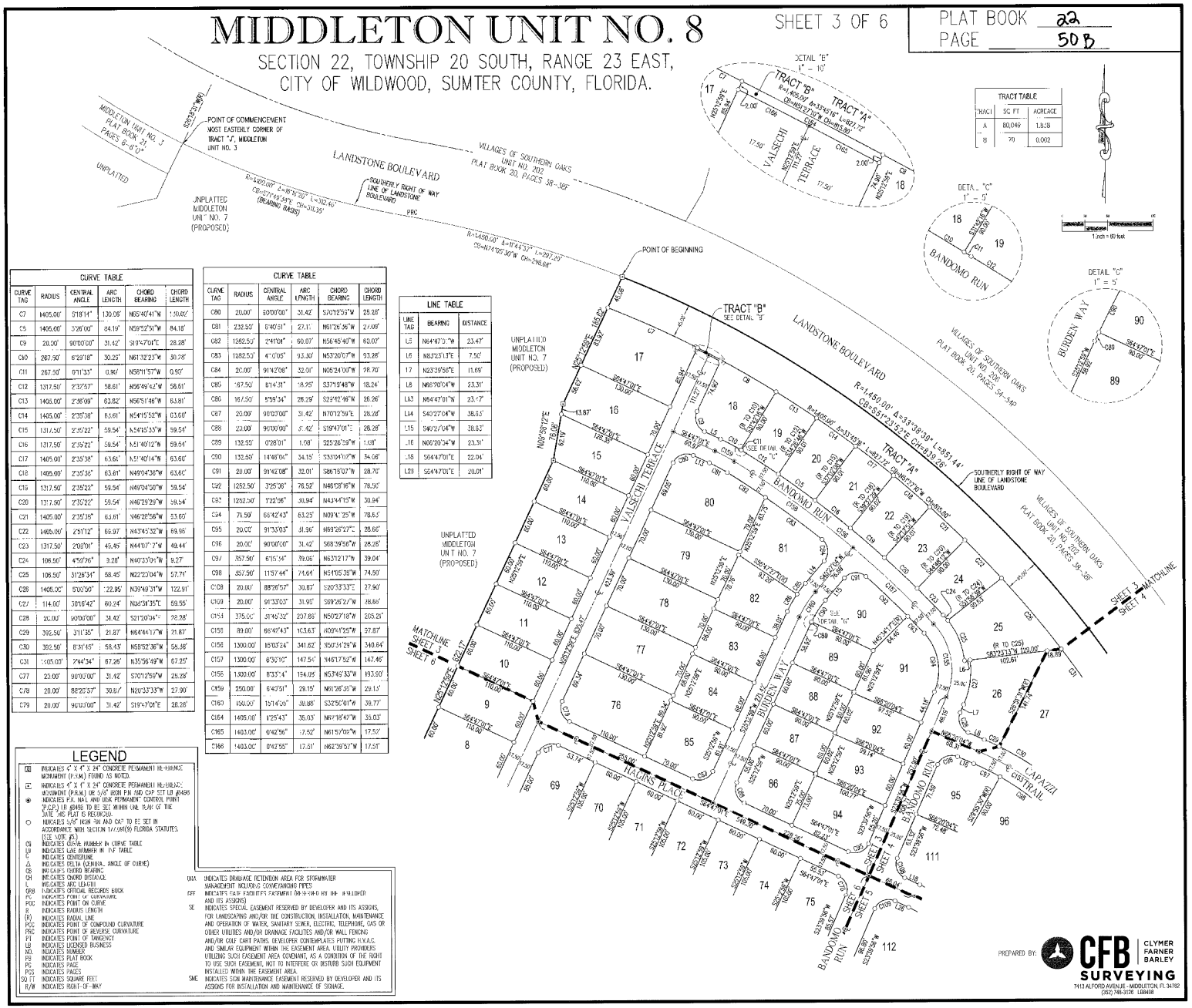
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3120 LB#689

MIDDLETON UNIT NO. 8

SHEET 3 OF 6

PLAT BOOK 22
PAGE 50B

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	80,049	1.838
B	70	0.002

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C7	1405.00'	5°18'14"	130.05'	N65°40'41"W	130.00'
C8	1405.00'	3°26'00"	84.19'	N59°52'51"W	84.18'
C9	20.00'	90°00'00"	31.42'	S19°47'01"E	28.28'
C10	267.50'	6°29'18"	30.29'	N61°32'23"W	30.28'
C11	267.50'	0°11'35"	0.90'	N58°11'57"W	0.90'
C12	1317.50'	2°33'57"	58.61'	N56°49'42"W	58.61'
C13	1405.00'	2°38'09"	63.82'	N56°51'48"W	63.81'
C14	1405.00'	2°35'38"	63.61'	N54°15'52"W	63.60'
C15	1317.50'	2°35'22"	59.54'	N54°15'33"W	59.54'
C16	1317.50'	2°35'22"	59.54'	N51°40'12"W	59.54'
C17	1405.00'	2°35'38"	63.61'	N51°40'14"W	63.60'
C18	1405.00'	2°35'38"	63.61'	N49°04'36"W	63.60'
C19	1317.50'	2°35'22"	59.54'	N49°04'50"W	59.54'
C20	1317.50'	2°35'22"	59.54'	N46°29'29"W	59.54'
C21	1405.00'	2°35'38"	63.61'	N46°28'56"W	63.60'
C22	1405.00'	2°51'12"	69.97'	N43°45'32"W	69.96'
C23	1317.50'	2°08'01"	49.45'	N44°07'37"W	49.44'
C24	106.50'	4°58'26"	9.28'	N40°33'01"W	9.27'
C25	106.50'	31°26'34"	58.45'	N22°23'04"W	57.71'
C26	1405.00'	5°00'50"	122.95'	N39°49'31"W	122.91'
C27	114.00'	30°16'42"	60.24'	N36°31'35"E	59.55'
C28	20.00'	90°00'00"	31.42'	S21°30'04"E	28.28'
C29	392.50'	3°11'35"	21.87'	N64°44'17"W	21.87'
C30	392.50'	8°31'45"	58.43'	N58°52'36"W	58.38'
C31	1405.00'	2°44'34"	67.26'	N35°56'49"W	67.25'
C77	20.00'	90°00'00"	31.42'	S70°12'59"W	28.28'
C78	20.00'	88°20'57"	30.84'	N20°33'33"W	27.90'
C79	20.00'	90°00'00"	31.42'	S19°47'01"E	28.28'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C80	20.00'	90°00'00"	31.42'	S70°12'59"W	28.28'
C81	232.50'	6°40'51"	27.11'	N61°26'36"W	27.09'
C82	1282.50'	2°41'08"	60.07'	N56°45'40"W	60.07'
C83	1282.50'	4°-0'05"	93.30'	N53°20'07"W	93.28'
C84	20.00'	91°42'08"	32.01'	N05°24'00"W	28.70'
C85	167.50'	6°14'31"	18.25'	S37°19'48"W	18.24'
C86	167.50'	5°59'34"	26.29'	S23°42'46"W	26.26'
C87	20.00'	90°00'00"	31.42'	N70°12'59"E	28.28'
C88	20.00'	90°00'00"	31.42'	S19°47'01"E	28.28'
C89	132.50'	0°28'01"	1.08'	S25°26'59"W	1.08'
C90	132.50'	14°46'04"	34.15'	S33°01'03"W	34.06'
C91	20.00'	91°42'08"	32.01'	S86°15'07"W	28.70'
C92	1252.50'	3°25'38"	76.52'	N46°08'16"W	76.50'
C93	1252.50'	1°22'56"	30.94'	N43°44'15"W	30.94'
C94	71.50'	68°42'43"	63.25'	N09°41'25"W	78.65'
C95	20.00'	91°33'03"	31.96'	N69°26'27"E	28.66'
C96	20.00'	90°00'00"	31.42'	S68°39'56"E	28.28'
C97	357.50'	6°15'54"	39.08'	N63°12'17"W	39.04'
C98	357.50'	11°57'44"	74.64'	N54°05'39"W	74.50'
C108	20.00'	88°26'57"	30.87'	S20°33'33"E	27.90'
C109	20.00'	91°33'03"	31.95'	S69°26'27"W	28.66'
C154	375.00'	31°45'32"	207.86'	N50°27'18"W	205.21'
C155	80.00'	66°42'43"	103.63'	N09°41'25"W	97.87'
C156	1300.00'	15°03'24"	341.62'	N50°34'29"W	340.64'
C157	1300.00'	6°30'10"	147.54'	N44°17'52"W	147.46'
C158	1303.00'	8°33'14"	194.65'	N53°49'33"W	193.50'
C159	250.00'	6°40'51"	29.15'	N61°26'35"W	29.13'
C160	150.00'	15°14'06"	39.88'	S32°50'01"W	39.77'
C164	1405.00'	1°25'43"	35.03'	N63°18'40"W	35.03'
C165	1403.00'	6°42'56"	17.52'	N61°57'02"W	17.52'
C166	1403.00'	0°42'55"	17.51'	N62°39'57"W	17.51'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L5	N64°47'01"W	23.47'
L6	N83°23'13"E	7.50'
L7	N23°39'56"E	11.69'
L8	N66°20'04"W	23.31'
L13	N64°47'01"W	23.47'
L14	S40°27'04"W	38.55'
L15	S40°27'04"W	38.53'
L16	N06°20'04"W	23.31'
L18	S64°47'01"E	22.04'
L28	S64°47'01"E	20.01'

LEGEND

⊠	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
▣	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6498
◉	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES. (SEE NOTE #3)
C#	INDICATES CURVE NUMBER IN CURVE TABLE
L#	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
OFF	INDICATES OFF-SITE FACILITIES PAYMENT (09-19-WD) BY THE #1 LOT AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB6498

MIDDLETON UNIT NO. 8

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTER, FLORIDA.

SHEET 4 OF 6

PLAT BOOK 22
PAGE 50 C

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C25	106.50'	31°26'34"	58.45'	N22°20'04"W	57.71'
C26	1405.00'	5°00'50"	122.95'	N.58°49'31"W	122.91'
C27	114.00'	30°16'42"	60.24'	N06°31'35"E	59.55'
C28	70.00'	90°00'00"	31.42'	S23°20'04"E	28.28'
C29	392.50'	3°11'35"	21.87'	N64°44'17"W	21.87'
C30	392.50'	8°31'45"	58.43'	N58°52'36"W	58.38'
C31	1405.00'	2°44'54"	67.26'	N.55°56'49"W	67.25'
C32	392.50'	8°31'45"	58.43'	N50°20'51"W	58.37'
C33	392.50'	8°31'45"	58.43'	N41°49'06"W	58.38'
C34	392.50'	2°58'41"	20.40'	N38°03'53"W	20.40
C35	2502.50'	0°46'32"	33.87'	N.34°11'17"W	33.87'
C36	2485.00'	0°46'28"	33.15'	N.34°10'13"W	33.15'
C37	2485.00'	1°25'48"	62.05'	N.33°03'00"W	62.05'
C38	2502.50'	1°22'06"	59.76'	N.33°06'58"W	59.76'
C39	2502.50'	1°22'06"	59.76'	N31°44'52"W	59.76'
C40	2485.00'	1°25'48"	62.02'	N31°37'12"W	62.02'
C41	2485.00'	1°25'48"	62.02'	N.30°11'24"W	62.02'
C42	2502.50'	1°22'06"	59.76'	N30°22'47"W	59.76'
C43	2502.50'	1°22'06"	59.76'	N29°00'41"W	59.76'
C44	2485.00'	1°25'47"	62.01'	N28°46'36"W	62.01'
C45	2485.00'	1°25'47"	62.01'	N27°19'48"W	62.01'
C46	2502.50'	1°22'06"	59.76'	N27°36'38"W	59.76'
C47	2502.50'	0°12'32"	9.12'	N26°51'17"W	9.12'
C48	60.00'	39°56'56"	41.83'	N06°46'32"W	40.99'
C49	2485.00'	3°06'57"	135.14'	N25°03'27"W	135.12'
C50	2485.00'	0°44'58"	32.50'	N23°07'29"W	32.50'
C51	60.00'	4°01'20"	49.24'	N.90°42'3.7"E	47.81'
C52	60.00'	2°41'32"	2.52'	N61°34'02"E	2.82'
C53	2115.00'	1°34'28"	58.10'	S52°07'35"W	58.10'
C54	2115.00'	1°41'37"	62.5''	S50°29'34"W	62.51'
C55	2115.00'	1°41'37"	62.5''	S48°47'57"W	62.51'
C56	2115.00'	1°41'37"	62.5''	S47°06'21"W	62.51'
C57	2115.00'	1°41'37"	62.5''	S45°24'44"W	62.51'
C78	23.00'	88°25'57"	30.87'	N20°33'33"W	27.90'
C94	71.50'	66°42'43"	83.25'	N09°41'25"W	78.63'
C95	23.00'	91°33'03"	31.96'	N69°26'27"E	28.66'
C96	23.00'	90°00'00"	31.42'	S58°39'56"W	28.28'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C97	357.50'	6°15'34"	39.08'	N83°12'17"W	39.04'
C98	357.50'	11°57'44"	74.64'	N.54°05'38"W	74.50'
C99	357.50'	11°57'44"	74.64'	N42°07'54"W	74.50'
C100	357.50'	1°34'36"	9.83'	N.35°21'47"W	9.83'
C101	2467.50'	170°21'	48.41'	N.34°00'49"W	48.41'
C102	2467.50'	171°41'	55.75'	N.32°48'15"W	55.75'
C103	20.00'	91°02'12"	31.76'	N13°21'41"E	28.54'
C104	20.00'	90°00'00"	31.42'	S76°07'15"E	28.28'
C105	217.50'	10°23'21"	39.44'	N36°18'53"W	39.39'
C106	217.50'	15°02'45"	57.12'	N49°01'56"W	56.95'
C107	217.50'	8°13'42"	31.24'	N60°40'10"W	31.21'
C108	20.00'	88°26'57"	30.87'	S20°33'33"E	27.90'
C109	20.00'	91°33'03"	31.96'	S69°26'27"W	28.66'
C110	182.50'	15°00'02"	47.78'	N57°17'00"W	47.64'
C111	182.50'	6°39'46"	59.45'	N40°27'00"W	59.18'
C112	20.00'	90°00'00"	31.42'	N.3°52'47"E	28.28'
C122	20.00'	90°43'29"	31.67'	N75°45'39"W	28.46'
C123	2467.50'	1°51'5''	38.75'	N29°25'28"W	69.77'
C124	2467.50'	2°0'2'50"	57.45'	N27°45'56"W	57.44'
C125	25.00'	89°38'50"	39.12'	N18°04'53"E	35.25'
C126	2150.00'	1°27'10"	54.51'	S62°11'13"W	54.51'
C127	2150.00'	1°35'29"	59.72'	S60°39'54"W	59.72'
C128	2150.00'	1°35'29"	59.72'	S59°04'24"W	59.72'
C129	2150.00'	1°35'29"	59.72'	S57°28'55"W	59.72'
C130	2150.00'	1°35'29"	59.72'	S55°53'26"W	59.72'
C148	2132.50'	9°43'52"	362.18'	S58°02'57"W	361.75'
C149	42.50'	88°39'50"	65.76'	N18°04'53"E	59.93'
C150	2485.00'	7°49'31"	339.39'	N30°39'47"W	339.13'
C151	2485.00'	4°31'34"	196.31'	N29°01'49"W	196.25'
C152	2485.00'	3°17'56"	143.08'	N32°55'34"W	143.06'
C153	575.00'	31°45'32"	207.86'	N50°27'16"W	205.21'
C155	89.00'	69°42'43"	103.63'	N09°41'25"W	97.87'
C161	200.00'	33°59'48"	117.51'	N47°57'07"W	115.82'

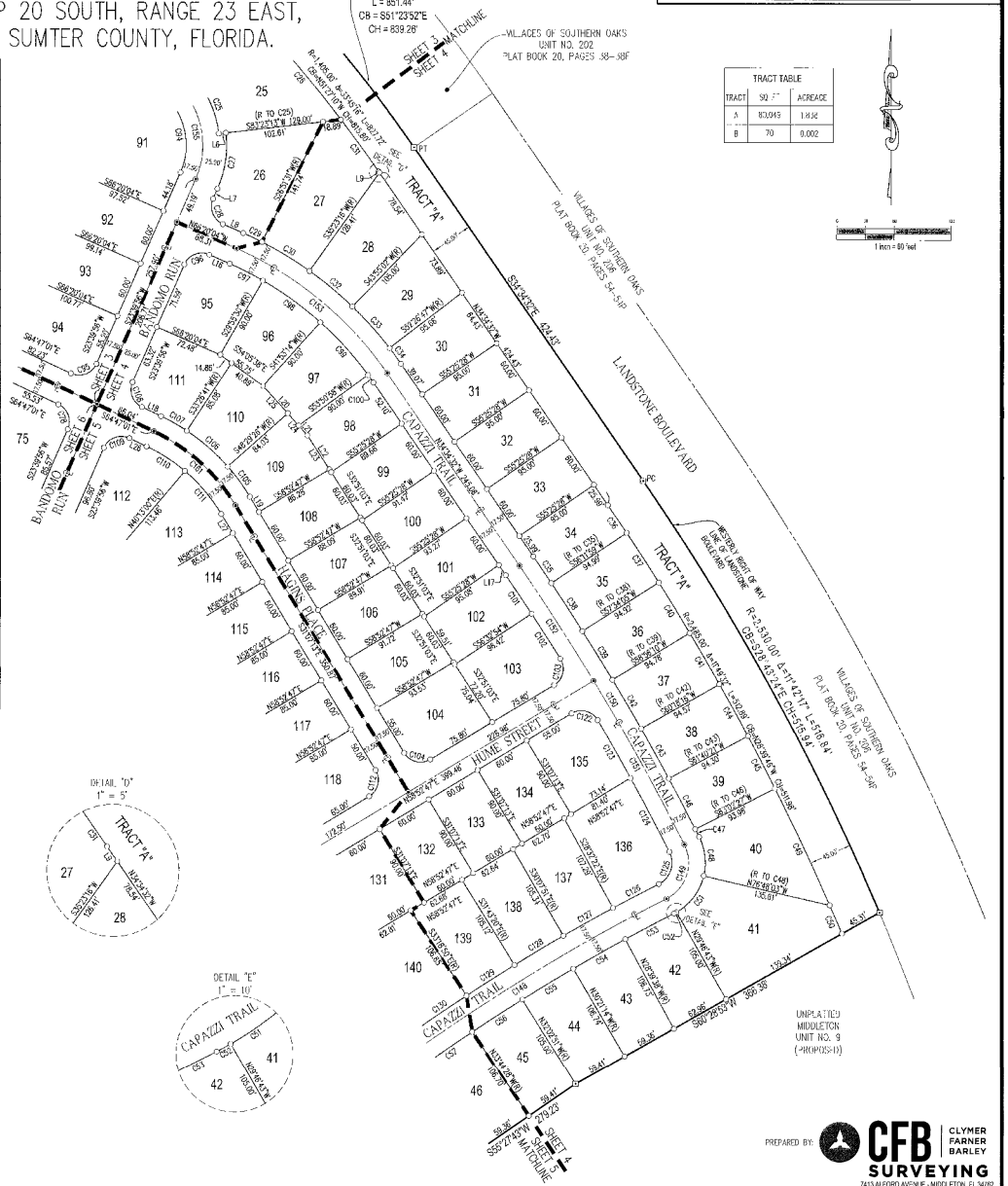
LINE TABLE		
LINE TAG	BEARING	DISTANCE
L6	N82°57'5''E	7.50'
L7	N23°39'56"E	11.69'
L8	N.66°20'04"W	23.31'
L9	S34°34'32"L	1.58'
L16	N.66°20'04"W	23.31'
L17	N.34°34'32"W	12.99'
L18	S64°47'01"E	22.04'
L19	S31°07'13"E	18.37'
L20	S42°07'54"E	55.75'
L21	S42°07'54"E	13.85'
L22	S32°51'03"E	45.76'
L23	N32°51'03"W	42.40'
L24	N42°07'54"W	30.94'
L25	N42°07'54"W	38.64'
L26	S64°47'01"E	20.01'
L27	S31°07'13"E	23.37'

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	180,049	1.836
B	70	0.002

LEGEND

- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED
- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #8498
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #8498 TO BE SET WITHIN ONE YEAR OF TILE SALE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES (SEE NOTE #5.)
- CB INDICATES CURVE NUMBER IN CURVE TABLE
- LB INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- CFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

- LB INDICATES LICENSED BUSINESS
- NO INDICATES NUMBER
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT OF WAY



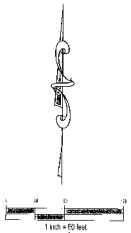
PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3128 LB8498

MIDDLETON UNIT NO. 8

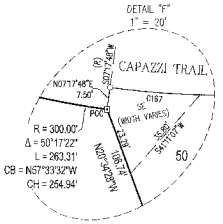
SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 5 OF 6

PLAT BOOK 22
PAGE 50D



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	80,049	1.835
B	AC	0.000





LINE TABLE		
LINE TAG	BEARING	DISTANCE
L10	S36°02'49"W	63.58'
L12	S64°47'01"E	22.04'
L19	S31°07'13"E	18.37'
L26	S64°47'01"E	20.01'
L27	S31°07'13"E	23.37'
L28	S64°47'01"E	9.61'
L29	S31°07'13"E	18.41'
L30	N65°20'04"W	7.28'
L31	S64°47'01"E	17.58'
L32	S31°07'13"E	14.94'
L33	S31°07'13"E	18.47'
L34	S31°07'13"E	18.47'
L35	S77°20'54"E	23.13'
L36	N56°52'47"E	6.80'
L37	N41°30'43"W	36.80'
L38	N31°07'13"W	23.26'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C55	2115.00'	1°41'37"	62.51'	S56°47'51"W	62.51'
C56	2115.00'	1°41'37"	62.51'	S57°06'21"W	62.51'
C57	2115.00'	1°41'37"	62.51'	S55°24'44"W	62.51'
C58	2115.00'	1°23'08"	51.06'	S53°52'26"W	51.06'
C59	297.50'	1°56'56"	9.95'	N54°46'24"E	9.95'
C60	292.50'	11°20'19"	57.88'	N60°46'56"E	57.78'
C61	292.50'	11°20'12"	57.87'	N72°06'10"E	57.78'
C62	292.50'	19°29'31"	99.51'	N83°33'03"E	99.03'
C63	482.50'	9°06'30"	76.70'	N31°29'34"E	76.62'
C64	20.00'	87°58'28"	30.71'	N80°02'03"E	27.78'
C65	617.50'	8°01'02"	86.41'	N59°26'14"W	86.34'
C73	20.00'	88°26'57"	30.87'	N23°33'33"W	27.90'
C74	482.50'	3°16'23"	27.56'	N25°38'08"E	27.56'
C75	20.00'	91°33'03"	31.96'	N69°26'27"E	28.66'
C78	20.00'	88°26'57"	30.87'	N20°33'33"W	27.90'
C95	20.00'	91°33'03"	31.96'	N69°26'27"E	28.66'
C104	20.00'	90°00'00"	31.42'	S76°01'13"E	28.28'
C105	217.50'	10°23'21"	39.44'	N36°18'53"W	39.38'
C106	217.50'	15°02'45"	57.12'	N49°01'56"W	56.95'
C107	217.50'	8°13'42"	31.24'	N60°46'10"W	31.21'
C108	20.00'	88°26'57"	30.87'	S20°33'33"E	27.90'
C109	20.00'	91°33'03"	31.96'	S69°26'27"W	28.66'
C110	182.50'	15°00'02"	47.78'	N57°17'00"W	47.64'
C111	182.50'	18°39'46"	59.45'	N40°27'06"W	59.18'
C112	20.00'	90°00'00"	31.42'	N11°52'47"E	28.28'
C113	20.00'	90°00'00"	31.27'	S78°07'13"E	35.36'
C114	137.50'	18°45'29"	45.02'	N40°29'57"W	44.82'
C115	137.50'	14°54'20"	35.77'	N57°19'52"W	35.67'
C116	20.00'	88°26'57"	30.87'	S20°33'33"E	27.90'
C117	525.00'	3°01'0"	27.67'	N25°10'11"E	27.66'
C118	20.00'	91°33'03"	31.96'	S69°26'27"W	28.66'
C119	102.50'	33°39'46"	60.22'	N47°57'07"W	59.36'
C120	60.00'	40°29'37"	42.40'	S51°22'02"E	41.53'
C121	60.00'	49°30'23"	51.84'	N85°37'58"E	50.25'
C128	2150.00'	1°35'29"	59.72'	S59°04'24"W	59.72'
C129	2150.00'	1°35'26"	59.72'	S57°28'56"W	59.72'
C130	2150.00'	1°35'26"	59.72'	S55°53'26"W	59.72'
C131	2150.00'	1°35'29"	59.72'	S54°17'56"W	59.72'
C132	2150.00'	0°10'16"	12.05'	S53°20'34"W	12.05'
C133	257.50'	15°48'43"	70.91'	N61°04'17"E	70.69'
C134	257.50'	19°55'29"	89.55'	N78°55'23"E	89.10'
C135	257.50'	20°49'40"	93.60'	S80°40'02"E	93.09'
C136	257.50'	24°17'50"	109.20'	S58°08'17"E	108.38'
C137	257.50'	13°34'52"	61.01'	S39°12'07"E	60.87'
C138	617.50'	2°36'58"	28.19'	N35°47'20"W	28.19'
C139	617.50'	7°12'38"	77.71'	N38°38'07"W	77.66'
C140	617.50'	6°18'53"	68.06'	N45°23'53"W	68.02'
C141	20.00'	84°36'08"	29.53'	S05°15'15"E	26.92'
C142	525.00'	9°21'44"	85.79'	N3°21'56"E	85.69'
C145	600.00'	26°06'34"	273.39'	N42°28'08"W	270.91'
C147	275.00'	94°24'13"	453.10'	S79°36'57"E	403.56'
C148	2132.50'	9°43'52"	362.18'	S58°02'52"W	361.75'
C154	500.00'	12°22'54"	108.05'	N29°51'23"E	107.84'
C169	200.00'	33°39'46"	117.51'	N17°57'07"W	115.82'
C162	42.50'	90°00'00"	66.76'	S76°07'13"E	60.10'
C163	120.00'	33°39'51"	70.51'	N47°57'09"W	69.50'
C167	292.50'	6°03'15"	30.91'	S85°43'50"E	30.89'

LEGEND

■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET 5/8" IRON PIN AND CAP SET
◉	INDICATES P.K. NAIL AND POST PERMANENT CONTROL POINT (P.C.P.) TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES. (SEE NOTE #5)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
R	INDICATES RADIUS
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
UFE	INDICATES SANITARY FACILITIES EASEMENT RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

AC	INDICATES ACRES	LB	INDICATES LICENSED BUSINESS
(C)	INDICATES CALCULATED	NO	INDICATES NUMBER
CBS	INDICATES CONCRETE BLOCK STRUCTURE	PB	INDICATES PLAT BOOK
CM	INDICATES CONCRETE MONUMENT	PG	INDICATES PAGE
D	INDICATES DELTA ANGLE	POB	INDICATES POINT OF BEGINNING
(D)	INDICATES DEED DISTANCE	POC	INDICATES POINT OF COMMENCEMENT
FD	INDICATES FOUND	SQ FT	INDICATES SQUARE FEET
ID	INDICATES IDENTIFICATION	R/W	INDICATES RIGHT-OF-WAY
(M)	INDICATES MEASURED		

PREPARED BY:

CFB SURVEYING | CLYMER FARNER BARLEY

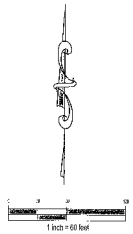
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB8498

MIDDLETON UNIT NO. 8

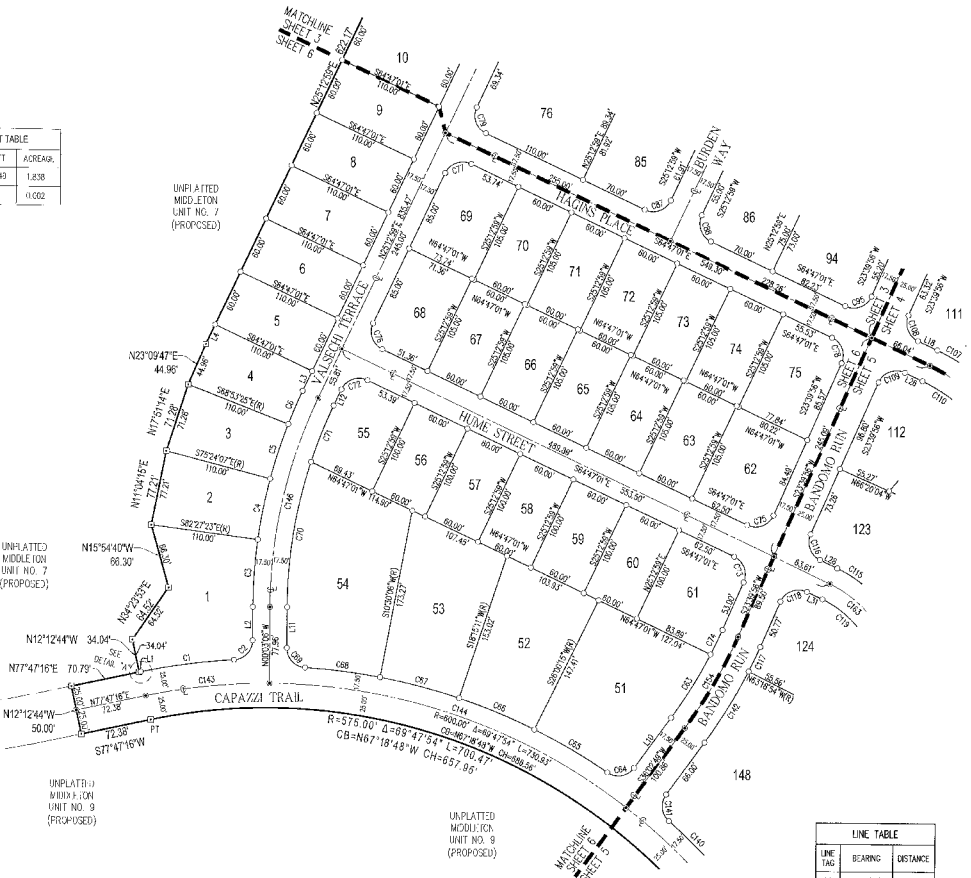
SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 6 OF 6

PLAT BOOK 22
PAGE 50E



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	80,040	1.838
B	70	0.002



CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	625.00'	8°49'39"	96.23'	S82°12'05"W	96.20'
C2	20.00'	88°40'01"	30.95'	N43°16'54"E	27.95'
C3	517.50'	7°35'44"	68.60'	S03°44'46"W	68.55'
C4	517.50'	7°03'16"	63.72'	S11°54'15"W	63.68'
C5	517.50'	6°30'42"	58.82'	S17°51'14"W	58.78'
C8	517.50'	4°06'23"	37.09'	S21°09'47"W	37.08'
C63	482.50'	9°06'30"	76.70'	N31°29'34"E	76.62'
C64	20.00'	87°58'28"	30.71'	N82°00'33"E	27.78'
C65	617.50'	8°01'02"	86.41'	N59°59'14"W	86.34'
C66	617.50'	7°45'04"	83.54'	N67°52'17"W	83.47'
C67	617.50'	7°45'04"	83.54'	N75°37'22"W	83.47'
C68	617.50'	7°10'02"	77.39'	N83°05'20"W	77.34'
C69	20.00'	96°31'40"	30.24'	S43°21'56"E	27.44'
C70	482.50'	17°50'23"	150.23'	S08°54'35"W	150.37'
C71	482.50'	7°39'42"	61.65'	S21°30'38"W	61.61'
C72	20.00'	90°00'00"	31.42'	S70°12'59"W	28.28'
C73	20.00'	88°26'57"	30.87'	N20°33'33"W	27.90'
C74	482.50'	3°16'23"	27.56'	N25°18'08"E	27.56'
C75	20.00'	91°33'03"	31.96'	N69°26'27"E	28.66'
C76	20.00'	90°00'00"	31.42'	S19°47'01"E	28.28'
C77	20.00'	90°00'00"	31.42'	S70°12'59"W	28.25'
C78	20.00'	88°26'57"	30.87'	N20°33'33"W	27.90'
C79	20.00'	90°00'00"	31.42'	S19°47'01"E	28.28'
C87	20.00'	90°00'00"	31.42'	N70°12'59"E	28.28'
C88	20.00'	90°00'00"	31.42'	S19°47'01"E	28.28'
C95	20.00'	91°53'03"	31.96'	N65°26'27"E	28.66'
C107	217.50'	8°13'42"	31.24'	N50°40'10"W	31.21'
C108	20.00'	88°26'57"	30.87'	S20°33'33"E	27.90'
C109	20.00'	91°33'03"	31.96'	S69°26'27"W	28.66'
C110	182.50'	13°00'02"	41.78'	N57°17'00"W	41.64'
C115	17.50'	14°54'20"	35.77'	N57°19'52"W	35.67'
C116	20.00'	88°26'57"	30.87'	S20°33'33"E	27.90'
C117	525.00'	3°01'10"	27.67'	N25°10'31"E	27.66'
C 18	20.00'	91°33'03"	31.96'	S69°26'27"W	28.66'
C119	102.50'	33°39'48"	60.22'	N47°57'07"W	59.36'
C140	617.50'	6°18'53"	68.06'	N45°23'53"W	68.02'
C141	20.00'	84°36'09"	29.53'	S06°15'15"E	26.92'
C142	525.00'	9°21'44"	85.79'	N31°21'58"E	85.69'
C143	600.00'	12°09'36"	127.35'	S83°52'05"W	127.11'
C144	600.00'	37°31'48"	392.99'	N71°17'15"W	386.01'
C145	500.00'	25°46'05"	223.60'	S12°34'56"W	221.72'
C154	500.00'	12°22'54"	108.05'	N29°51'23"E	107.84'
C163	120.00'	33°39'51"	70.51'	N47°57'09"W	69.50'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	N77°47'16"E	1.58'
L7	N00°03'06"W	34.02'
L8	N25°12'59"E	22.17'
L4	N25°12'59"E	22.17'
L10	S36°02'49"W	63.58'
L11	N00°03'06"W	41.56'
L12	N25°12'59"E	18.32'
L18	S64°47'01"E	22.04'
L26	S64°47'01"E	20.01'
L28	S64°47'01"E	19.61'
L31	S64°47'01"E	17.58'

LEGEND

⊠	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6498
◉	INDICATES PK NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 TO BE SET WITHIN ONE YEAR OF RECORDATE "THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES (SEE NOTE #5.)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L5	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
OFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
(R)	INDICATES RECORD
(M)	INDICATES MEASURED
(P)	INDICATES PLAT
(D)	INDICATES DEED
(C)	INDICATES CALCULATED
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ. FT.	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3120 LB#6498

Middleton Unit No. 9 Plat

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS SUBDIVISION ARE RECORDED IN THE OFFICIAL RECORDS OF SUMTER COUNTY, FLORIDA OR BOOK 2530 PAGE 3527

MIDDLETON UNIT NO. 9

SHEET 1 OF 10

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 23
PAGE 216

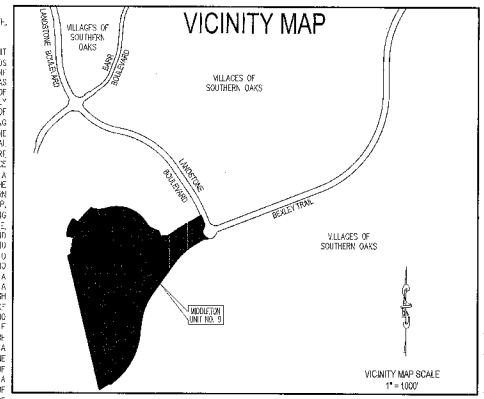
LEGAL DESCRIPTION

A PART OF LAND LYING WITHIN THE WEST 1/2 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY CORNER OF TRACT "J" PER PLAT OF MIDDLETON UNIT NO. 3 AS RECORDED IN PLAT BOOK 21, PAGES 6, 6A THROUGH 6"D", PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF LANDSTONE BOULEVARD PER PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 202 AS RECORDED IN PLAT BOOK 23, PAGES 36, 36A THROUGH 36F, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID POINT ALSO BEING ON THE ARC OF A CURVE NORTHERLY AND HAVING A RADIUS OF 1,030.00 FEET AND A CHORD BEARING AND DISTANCE OF S71°49'28"E, 411.30 FEET TO WHICH A RADIAL LINE BEARS S26°01'47"W; AND FOLLOWING THREE (3) COURSES BEING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF LANDSTONE BOULEVARD: THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°16'28", A DISTANCE OF 312.40 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,450.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°23'16", A DISTANCE OF 1148.64 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING ON THE NORTHWESTERLY LINE OF LANDSTONE BOULEVARD PER PLAT OF VILLAGES OF SOUTHERN OAKS UNIT NO. 205 AS RECORDED IN PLAT BOOK 23, PAGES 54, 54A THROUGH 54F, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING FIVE (5) COURSES BEING ALONG SAID WESTERLY RIGHT OF WAY LINE OF LANDSTONE BOULEVARD: RUN S34°54'32"E, 424.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2,530.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°42'17", AN ARC DISTANCE OF 516.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°51'32", A DISTANCE OF 126.24 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°25'51", AN ARC DISTANCE OF 88.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 123.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 102°21'54", AN ARC DISTANCE OF 220.33 FEET TO A POINT OF CUSP ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 102.00 FEET AND A CHORD BEARING AND DISTANCE OF S62°00'07"W, 82.16 FEET TO WHICH A RADIAL LINE BEARS N16°47'13"E; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF LANDSTONE BOULEVARD RUN WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°30'10", AN ARC DISTANCE OF 84.57 FEET TO THE POINT OF TANGENCY; THENCE S59°17'03"W, 104.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,096.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°37'26", AN ARC DISTANCE OF 419.66 FEET TO THE POINT OF TANGENCY; THENCE S35°39'37"W, 660.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1,098.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°53'38", AN ARC DISTANCE OF 572.71 FEET TO THE POINT OF TANGENCY; THENCE, S05°45'59"W, 218.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,196.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°21'07", AN ARC DISTANCE OF 863.43 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,174.89 FEET AND A CHORD BEARING AND DISTANCE OF N83°10'29"W, 37.80 FEET TO WHICH A RADIAL LINE BEARS S35°34'12"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°36'38", AN ARC DISTANCE OF 37.80 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,170.75 FEET AND A CHORD BEARING AND DISTANCE OF S55°50'12"W, 9.80 FEET TO WHICH A RADIAL LINE BEARS S34°24'11"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°28'46", AN ARC DISTANCE OF 9.80 FEET TO THE POINT OF TANGENCY; THENCE S35°04'06"W, 164.23 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4279, PAGE 503, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY LINE RUN N13°30'30"W, 2,378.20 FEET TO A POINT ON THE BOUNDARY OF THE PLAT OF MIDDLETON UNIT NO. 7, AS RECORDED IN PLAT BOOK 22, PAGES 44A THROUGH 44G, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY OF UNIT NO. 7 WITH THE FOLLOWING COURSES: RUN N57°25'06"E, 64.07 FEET; HENCE N02°26'26"W, 34.76 FEET; THENCE N10°03'11"E, 52.97 FEET; THENCE N13°58'57", 42.50 FEET; THENCE N89°59'09"E, 1,180.61 FEET, THENCE N00°14'03"E, 3.83 FEET; HENCE N28°58'18"E, 67.34 FEET; THENCE N84°17'27"W, 136.88 FEET; THENCE N05°47'35"E, 41.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 475.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°14'54", AN ARC DISTANCE OF 259.08 FEET; THENCE ALONG A RADIAL LINE RUN S57°02'32"E, 105.00 FEET; THENCE N38°08'15"E, 124.58 FEET; THENCE N42°29'54"E, 117.02 FEET; THENCE N48°10'36"E, 98.19 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 325.00 FEET AND A CHORD BEARING AND DISTANCE OF S84°48'29"E, 194.44 FEET TO WHICH A RADIAL LINE BEARS S22°35'56"W; SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF CAPAZZO TRAIL PER AFORESAID PLAT OF MIDDLETON UNIT NO. 7; THENCE ALONG SAID RIGHT OF WAY LINE PER PLAT OF UNIT NO. 7 AND PLAT OF MIDDLETON UNIT NO. 8 AS RECORDED IN PLAT BOOK 22, PAGES 50, 50A THROUGH 50F, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, WITH THE FOLLOWING COURSES: RUN EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°49'39", AN ARC DISTANCE OF 197.46 FEET TO THE POINT OF TANGENCY; THENCE N77°47'01"E, 129.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 575.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°47'54", AN ARC DISTANCE OF 700.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°17'22", AN ARC DISTANCE OF 263.31 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE WITH A NON-TANGENT LINE RUN ALONG AFORESAID BOUNDARY OF UNIT NO. 8 WITH THE FOLLOWING COURSES: RUN S20°34'39"E, 198.24 FEET; THENCE N83°56'49"E, 167.60 FEET; THENCE N55°27'43"E, 279.23 FEET; THENCE N60°28'52"E, 365.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 83.67 ACRES, MORE OR LESS.

VICINITY MAP



VICINITY MAP SCALE 1" = 1000'

149 LOTS – 9 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS ARE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF LANDSTONE BOULEVARD PER VILLAGES OF SOUTHERN OAKS UNIT NO. 202 AS RECORDED IN PLAT BOOK 23 PAGES 36, 36A THROUGH 36F, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AS BEING S71°49'28"E.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACT "H" IS FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "A", "J", "N", "E", "F", "G" AND "I" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) TRACT "C" IS RESERVED BY THE DEVELOPER.

11.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT (WHETHER BY THE PLAT OR OTHERWISE), TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (C) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY THE APPLICABLE UTILITY COMPANY SERVING THE SUBDIVISION, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC (TO THE EXTENT SUCH COSTS ARE NOT PAID DIRECTLY BY THE RECORD OWNER OF A FEE SIMPLE TITLE TO ANY HOMESITES); (D) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM, INCLUDING DRAINAGE EASEMENTS AND DRAINAGE PIPES NOT MAINTAINED BY OTHER UTILITY PROVIDERS, OR THE CITY OF WILDWOOD, OR SUMTER COUNTY, FLORIDA; (E) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (F) MAINTENANCE AND REPAIR TO THE USE AND EXTERIOR OF THE WALLS AND/OR FENCES, BUT NOT ANY PAVINGS, LOCATED ON OR ADJACENT TO: (I) BEXLEY TRAIL; AND (II) THE REAR LOT LINES OF HOMESITES 20, 21, AND 38 THROUGH 40; AND (G) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACT I OF THE SUBDIVISION.

12.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED AS SEPARATE DOCUMENT.

MIDDLETON UNIT NO. 9
CONVEYANCE AND GRANT OF EASEMENTS TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES OF SOUTHERN OAKS DEVELOPMENT COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "D", "J", "K", "M", "N", "E", "F", "G", "H", AND "I" AND THE ROADWAYS, EXCEPT BEXLEY TRAIL, SHOWN ON THIS PLAT OF MIDDLETON UNIT NO. 9, IS HEREBY SOLD, CONVEYED AND SET OVER TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT); (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND UTILITIES, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS (EXCEPT BEXLEY TRAIL AND ANY DRAINAGE FEATURES LYING THEREIN) FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL:
SIGNATURE
PRINT NAME
7360 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

SIGNATURE: Lisa Carnes
PRINT NAME
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER
BY: MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 22nd DAY OF July, 2025, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Vicki C. Sieber
COMMISSION NO.:
COMMISSION EXPIRES:

SEAL: VICKI C. SIEBER, NOTARY PUBLIC, MY COMMISSION # HH 621007, EXPIRES 5/2/2027, STATE OF FLORIDA, NOTARIAL SEAL

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO F.S. CHAPTER 177, AS CERTIFIED BY THE REVIEWER'S SIGNATURE SHOWN BELOW.

REVIEWER'S
MELANIE D. STRICKLAND
DEVELOPMENT SERVICES DIRECTOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS 28th DAY OF July, 2025.

Jessica Barnes
JESSICA BARNES
CITY CLERK

ED WOLF
MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS 28th DAY OF July, 2025.

Joshua E. Bliss
PRINT NAME
CITY OF WILDWOOD, ATTORNEY

SIGNATURE
CITY OF WILDWOOD, ATTORNEY

DEVELOPMENT SERVICES DIRECTOR
MELANIE D. STRICKLAND

PUBLIC WORKS DIRECTOR
JEREMY HICKENBOTHAM

Mohammed Miwal
PRINT NAME
CITY OF WILDWOOD, ENGINEER

SIGNATURE
CITY OF WILDWOOD, ENGINEER

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

Ronald W. Herr
SIGNATURE
7/25/25
DATE
RONALD W. HERR, P.L.S.
WADE SURVEYING, INC.
4907
REGISTRATION NO.

LICENSED SURVEYOR AND MAPPER, LS 4907, STATE OF FLORIDA, SEAL

PREPARED BY: CFB SURVEYING, CLYMER FARNER BARLEY
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3720 LB8498

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, L.C. (THE DEVELOPER), HAS CAUSED TO BE MADE THIS PLAT, MIDDLETON UNIT NO. 9, A SUBDIVISION OF LAND HEREON DESCRIBED AND KNOWN WITH MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS, EXCEPT BEXLEY TRAIL, SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "D", "J", "K", "M", "N", "E", "F", "G", "H", AND "I" TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A.

BEXLEY TRAIL WILL BE MAINTAINED BY THE OWNERS THEREOF OR THE OWNERS' ASSIGNS AND/OR DESIGNEES AND THE CITY OF WILDWOOD IS NOT RESPONSIBLE FOR THE MAINTENANCE OR IMPROVEMENTS OF SAME.

WITNESSES:
(1) SIGNATURE — Vicki C. Sieber
PRINT NAME
7360 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

(2) SIGNATURE: Lisa Carnes
PRINT NAME: Lisa Carnes
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER
BY: MARTIN L. DZURO, MANAGER

WITNESSES:
(1) SIGNATURE — Vicki C. Sieber
PRINT NAME
7580 MIDDLETON DRIVE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

(2) SIGNATURE: Lisa Carnes
PRINT NAME: Lisa Carnes
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
MAILING ADDRESS

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A
BY: JOSEPH RICCARDI, JR., CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 22nd DAY OF July, 2025, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Vicki C. Sieber
COMMISSION NO.:
COMMISSION EXPIRES:

SEAL: VICKI C. SIEBER, NOTARY PUBLIC, MY COMMISSION # HH 621007, EXPIRES 5/2/2027, STATE OF FLORIDA, NOTARIAL SEAL

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 22nd DAY OF July, 2025, BY JOSEPH RICCARDI, JR., THE CHAIR OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Vicki C. Sieber
COMMISSION NO.:
COMMISSION EXPIRES:

SEAL: VICKI C. SIEBER, NOTARY PUBLIC, MY COMMISSION # HH 621007, EXPIRES 5/2/2027, STATE OF FLORIDA, NOTARIAL SEAL

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF MIDDLETON UNIT NO. 9, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE 3rd DAY OF June, 2025. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

KAYE W. JAMESON, LICENSED SURVEYOR AND MAPPER, No. 6613, STATE OF FLORIDA, SEAL

CLYMER FARNER BARLEY SURVEYING, LLC
7413 ALFORD AVENUE
MIDDLETON, FLORIDA 34762
LICENSED BUSINESS NO. 8498

Kaye W. Jameson
KAYE W. JAMESON
REGISTRATION NO. 6613

7/21/25
DATE

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON August 19, 2025, AT 1:06 P.M. FILE NUMBER 202560040243 PLAT BOOK 23 PAGE 216 A-I

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA

Melissa Kuberell
PRINT NAME
DEPUTY CLERK

SIGNATURE
DEPUTY CLERK

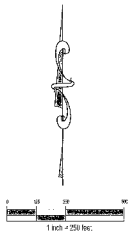
MIDDLETON UNIT NO. 9

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 2 OF 10

PLAT BOOK 23
PAGE 26 A

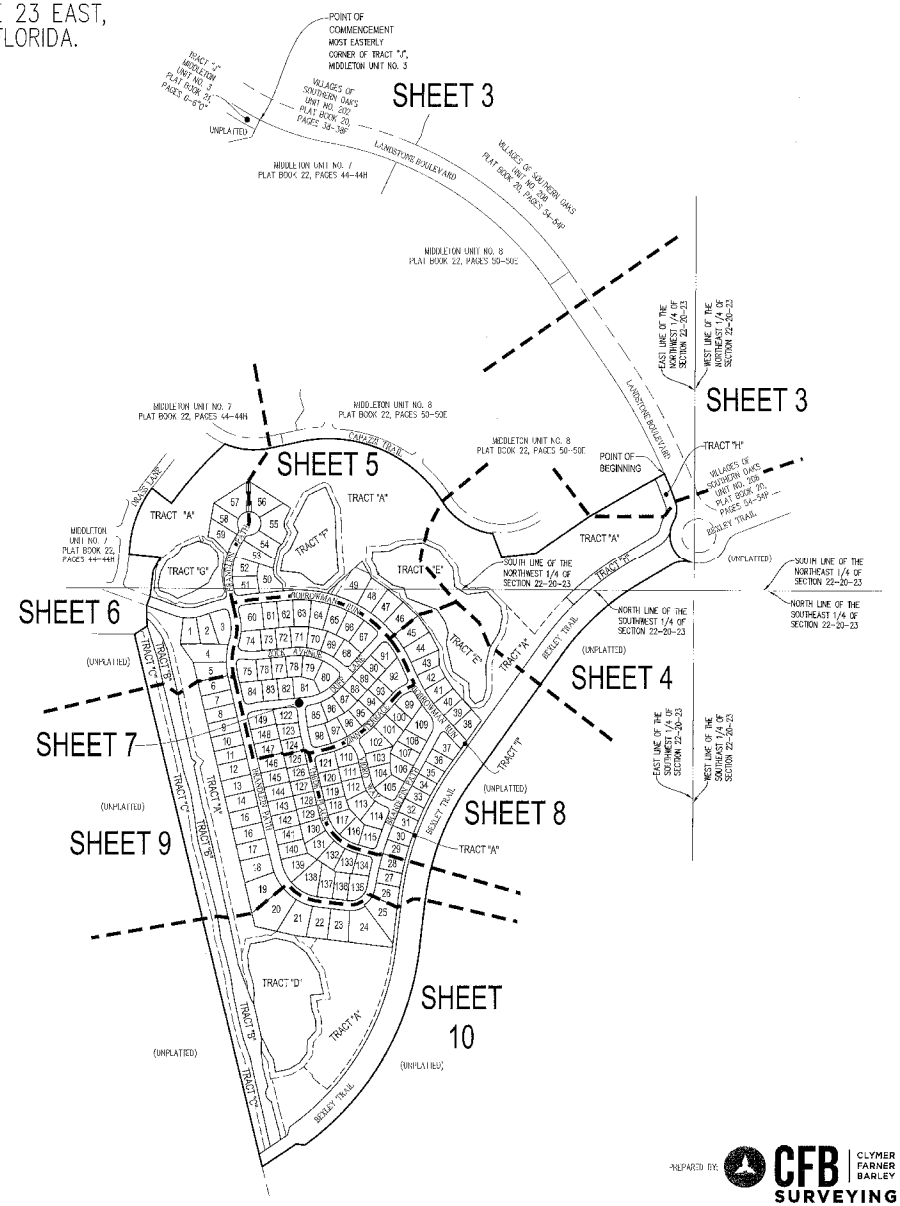
KEY MAP



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,194,697	27.426
B	113,437	2.605
C	141,251	3.243
D	125,078	2.871
E	148,470	3.362
F	66,243	1.527
G	42,354	0.972
H	34,013	0.781
I	87	0.002

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4778, PAGE 479. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



LEGEND

▣	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6498
◉	INDICATES PK NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(7) FLORIDA STATUTES. (SEE NOTE #5.)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
PRC	INDICATES POINT OF CURVATURE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GTF	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THIS EASEMENT AREA. UTILITY PROVIDERS DURING SUCH EASEMENT ARE CONFIRMED, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

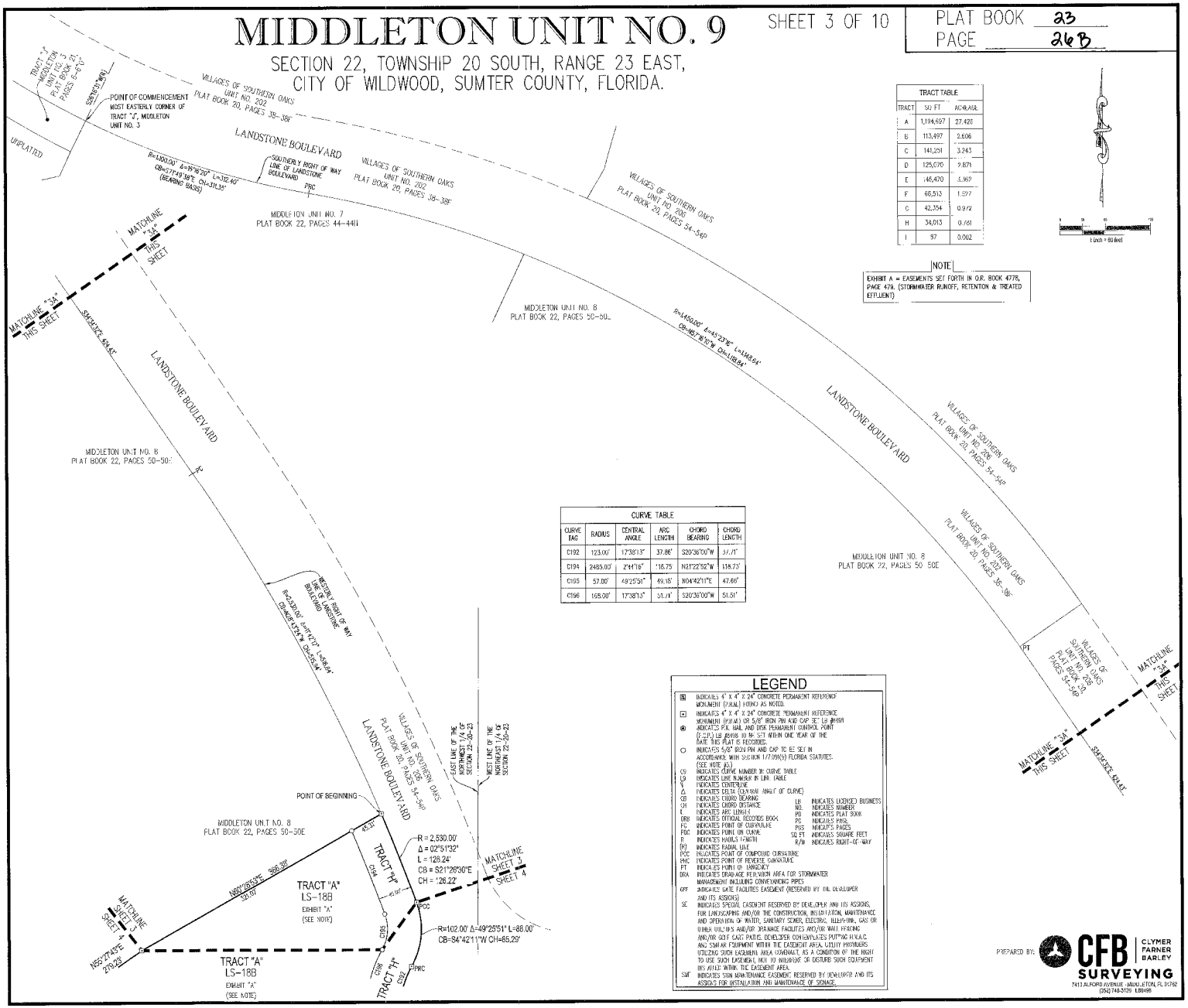
PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB#6498

MIDDLETON UNIT NO. 9

SHEET 3 OF 10

PLAT BOOK 23
PAGE 26B

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,194,697	27.428
B	113,497	2.606
C	141,251	3.243
D	125,070	2.871
E	146,470	3.362
F	66,513	1.527
G	42,354	0.972
H	34,013	0.781
I	97	0.002

1 Inch = 80 feet

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4778, PAGE 478, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C192	123.00'	17°38'13"	37.86'	S29°36'00"W	37.71'
C194	2483.00'	2°41'16"	116.75	N21°22'52"W	116.73'
C195	57.00'	49°25'51"	49.18'	N04°42'11"E	47.66'
C196	165.00'	17°38'13"	50.79'	S29°36'00"W	50.61'

LEGEND

■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET "LB #6568"
◉	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6568 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(6) FLORIDA STATUTES. (SEE NOTE #3)
CX	INDICATES CURVE NUMBER IN CURVE TABLE
LX	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
PCC	INDICATES POINT ON CURVE
P	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA SHALL, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO HINDRANCE OR DISTURB SUCH EQUIPMENT AS LAYED WITHIN THE EASEMENT AREA.
SM	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

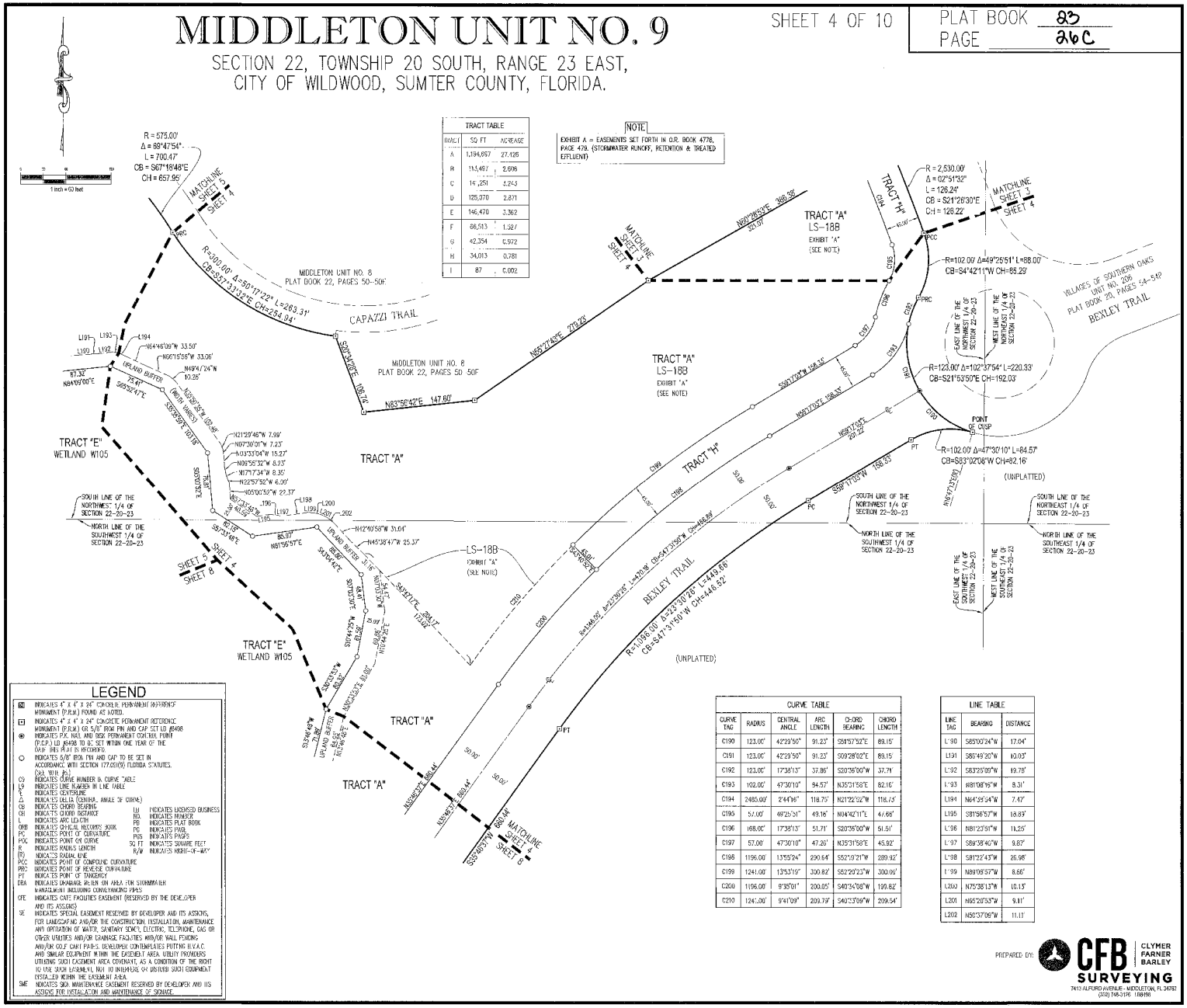
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 33762
(352) 748-3129 LB#6568

MIDDLETON UNIT NO. 9

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 83
PAGE 26C



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,194,697	27.426
B	113,487	2.606
C	16,251	±0.245
D	125,070	2.871
E	146,470	3.362
F	86,513	1.327
G	42,354	0.972
H	34,013	0.781
I	87	0.002

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4778, PAGE 479. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

LEGEND

⊠	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6498
◉	INDICATES P.K. NAIL AND DISC PERMANENT CONTROL POINT (P.C.P.) LB #6498 TO BE SET WITHIN ONE YEAR OF THE PLAT BEING RECORDED
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CONTRA-ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT OF COMMENCE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DEA	INDICATES DRAINAGE EASEMENT AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
OFE	INDICATES CATV FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO UNBUNDLE OR UBUNDLE SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LS	INDICATES LICENSED BUSINESS
RGE	INDICATES RANGE
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C190	123.00'	42°29'56"	91.23'	S81°57'52"E	89.15'
C191	123.00'	42°29'56"	91.23'	S09°28'02"E	89.15'
C192	123.00'	17°38'13"	37.86'	S20°35'00"W	37.71'
C193	102.00'	47°30'10"	84.57'	N35°31'58"E	82.16'
C194	2485.00'	2°44'16"	118.75'	N21°22'52"W	118.73'
C195	57.00'	49°25'51"	49.16'	N04°42'11"E	47.68'
C196	168.00'	17°38'13"	51.71'	S20°35'00"W	51.51'
C197	57.00'	47°30'10"	47.26'	N35°31'58"E	45.92'
C198	1196.00'	13°55'24"	290.64'	S52°10'21"W	289.92'
C199	1241.00'	13°53'19"	300.82'	S52°20'23"W	300.09'
C200	1196.00'	9°35'01"	200.05'	S40°34'08"W	199.82'
C210	1241.00'	9°41'09"	209.79'	S40°33'09"W	209.54'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L190	S85°00'24"W	17.04'
L191	S66°49'20"W	10.03'
L192	S83°25'09"W	19.78'
L193	N81°08'16"W	8.31'
L194	N64°39'54"W	7.47'
L195	S81°56'57"W	18.89'
L196	N81°23'51"W	11.25'
L197	S89°38'40"W	9.87'
L198	S81°22'43"W	26.98'
L199	N89°08'57"W	8.86'
L200	N75°38'13"W	10.13'
L201	N65°20'53"W	9.11'
L202	N50°37'06"W	11.11'

PREPARED BY:

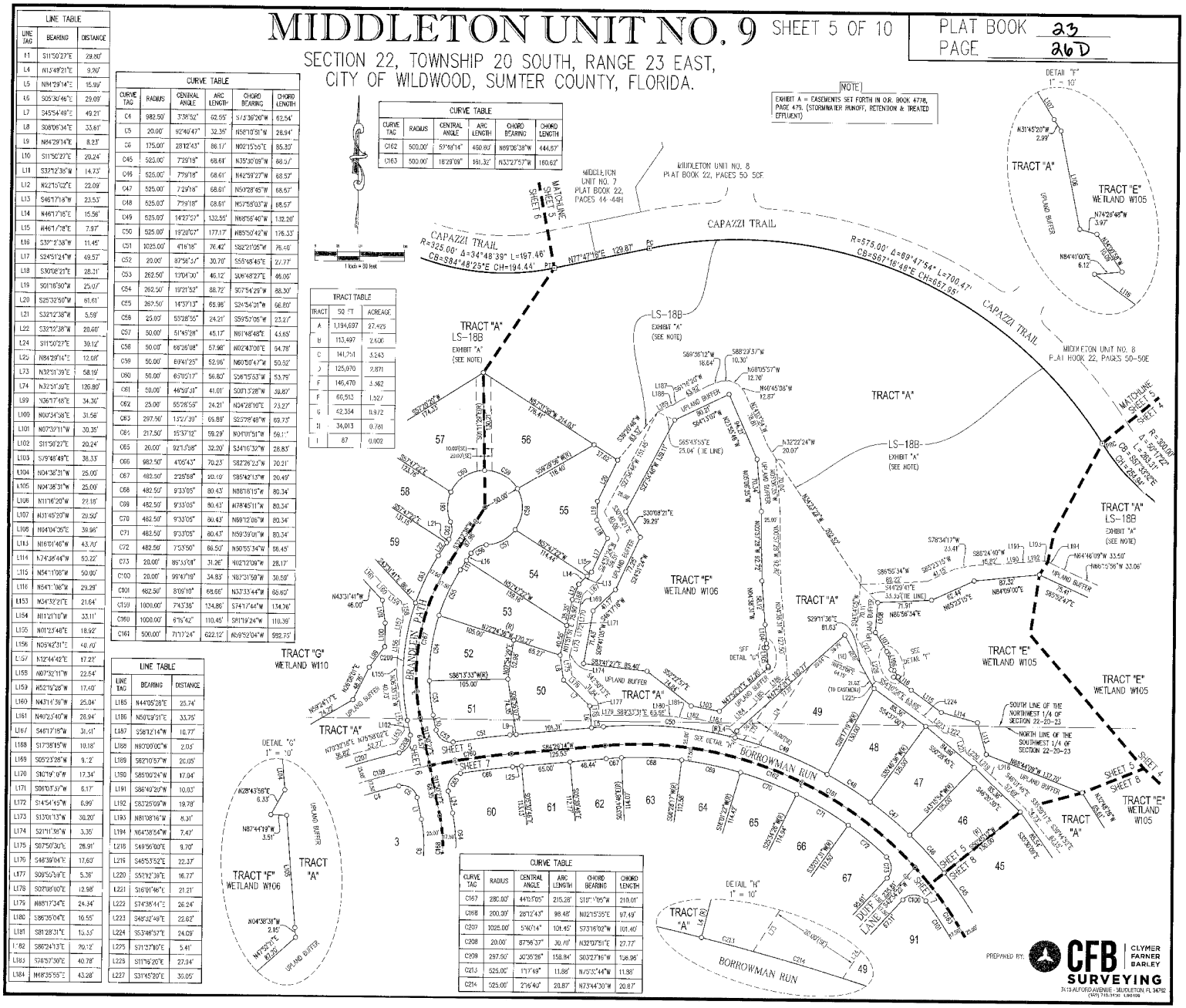
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFURD AVENUE - MIDDLETON, FL 34762
(352) 748-3196 LB#190

MIDDLETON UNIT NO. 9

SHEET 5 OF 10

PLAT BOOK 23
PAGE 26D

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4778, PAGE 479, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S11°50'27"E	29.80'
L4	N13°49'21"E	9.90'
L5	N84°29'14"E	15.99'
L6	S05°30'46"E	29.09'
L7	S45°54'49"E	49.21'
L8	S08°06'34"E	33.61'
L9	N84°29'14"E	8.23'
L10	S11°50'27"E	20.24'
L11	S32°12'38"W	14.73'
L12	N22°15'02"E	22.09'
L13	S46°17'16"W	23.53'
L14	N46°17'16"E	15.56'
L15	N46°17'16"E	7.97'
L16	S37°42'38"W	11.45'
L17	S24°51'24"W	49.57'
L18	S30°08'21"E	28.31'
L19	S01°18'50"W	25.07'
L20	S25°32'50"W	61.61'
L21	S32°12'38"W	5.59'
L22	S32°12'38"W	20.60'
L24	S11°50'27"E	30.12'
L25	N84°29'14"E	12.08'
L73	N32°51'39"E	58.19'
L74	N32°51'39"E	126.80'
L99	N06°17'48"E	34.36'
L100	N60°34'36"E	31.56'
L101	N07°37'11"W	30.35'
L102	S11°50'27"E	20.24'
L103	S79°48'49"E	38.33'
L104	N04°38'31"W	25.00'
L105	N04°38'31"W	25.00'
L106	N11°16'20"W	22.18'
L107	N31°45'20"W	29.50'
L108	N04°04'26"E	39.96'
L113	N16°01'46"W	43.70'
L114	N74°38'44"W	50.22'
L115	N54°11'08"W	50.00'
L116	N54°11'08"W	29.29'
L153	N34°32'21"E	21.64'
L154	N11°21'10"W	33.11'
L155	N01°23'48"E	18.92'
L156	N05°42'31"E	48.40'
L157	N12°44'42"E	17.22'
L158	N67°32'11"W	22.54'
L159	N52°19'28"W	17.40'
L160	N43°14'39"W	25.04'
L161	N40°25'40"W	28.94'
L167	S46°17'16"W	31.41'
L168	S17°38'15"W	10.18'
L169	S05°23'28"W	9.72'
L170	S16°19'09"W	17.34'
L171	S06°03'39"W	6.17'
L172	S14°54'49"W	6.99'
L173	S13°01'13"W	30.20'
L174	S21°11'38"W	3.35'
L175	S07°50'30"E	26.91'
L176	S46°39'04"E	17.60'
L177	S09°50'39"E	5.36'
L178	S02°08'00"E	12.98'
L179	N68°17'34"E	24.34'
L180	S86°35'04"E	10.55'
L181	S81°28'31"E	10.33'
L182	S86°24'13"E	20.12'
L183	S76°37'30"E	40.78'
L184	N48°35'55"E	43.28'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C4	982.50'	3°36'52"	62.55'	S1°43'26"W	62.54'
C5	20.00'	92°40'47"	32.35'	N56°10'51"W	28.94'
C6	175.00'	28°12'43"	86.17'	N02°15'55"E	85.30'
C45	522.00'	7°29'18"	68.61'	N35°30'09"W	68.57'
C46	525.00'	7°29'18"	68.61'	N42°59'27"W	68.57'
C47	525.00'	7°29'18"	68.61'	N50°28'45"W	68.57'
C48	525.00'	7°29'18"	68.61'	N57°58'03"W	68.57'
C49	525.00'	14°22'57"	132.55'	N68°56'40"W	132.20'
C50	525.00'	19°20'07"	177.17'	N85°50'42"W	176.33'
C51	1025.00'	4°16'18"	76.42'	S82°21'05"W	76.40'
C52	20.00'	87°56'57"	30.70'	S55°48'45"E	27.77'
C53	262.50'	17°04'30"	46.12'	S06°48'27"E	46.06'
C54	262.50'	19°21'52"	88.72'	S07°54'29"W	88.30'
C55	262.50'	14°37'13"	69.96'	S24°54'01"W	66.80'
C56	25.00'	55°28'55"	24.21'	S59°57'06"W	23.27'
C57	50.00'	51°45'28"	45.17'	N61°48'48"E	43.65'
C58	50.00'	68°26'08"	57.98'	N02°43'00"E	54.78'
C59	50.00'	89°41'25"	52.96'	N65°50'47"W	50.52'
C60	50.00'	65°05'17"	56.80'	S36°15'53"W	53.79'
C61	50.00'	48°50'31"	41.01'	S00°13'28"W	39.80'
C62	25.00'	55°28'55"	24.21'	N24°28'10"E	23.27'
C63	297.50'	1°32'39"	65.89'	S52°39'49"W	65.73'
C64	217.50'	15°37'12"	59.29'	N01°01'51"W	59.11'
C65	20.00'	92°13'58"	32.20'	S34°16'32"W	28.85'
C66	982.50'	4°05'43"	70.23'	S82°26'23"W	70.21'
C67	482.50'	2°25'58"	20.49'	S85°42'13"W	20.49'
C68	482.50'	9°33'05"	80.43'	N86°18'15"W	80.34'
C69	482.50'	9°33'05"	80.43'	N76°45'11"W	80.34'
C70	482.50'	9°33'05"	80.43'	N66°12'06"W	80.34'
C71	482.50'	9°33'05"	80.43'	N56°39'01"W	80.34'
C72	482.50'	7°53'50"	66.50'	N50°55'34"W	66.45'
C73	20.00'	85°33'08"	31.26'	N02°12'09"W	28.17'
C100	20.00'	99°47'19"	34.83'	N87°31'59"W	30.59'
C101	482.50'	8°09'10"	68.66'	N33°33'44"W	68.60'
C159	1000.00'	7°43'36"	134.86'	S74°17'44"W	134.76'
C160	1000.00'	6°16'42"	110.45'	S81°19'24"W	110.39'
C161	500.00'	71°17'24"	622.12'	N69°52'04"W	582.75'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,194,697	27.425
B	113,497	2.606
C	141,791	3.243
D	125,070	2.871
E	146,470	3.362
F	66,513	1.527
G	52,354	11.972
H	34,013	0.781
I	87	0.002

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C162	500.00'	53°16'14"	464.80'	N69°06'38"W	444.57'
C163	500.00'	18°29'09"	161.32'	N33°27'57"W	160.62'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L185	N44°05'28"E	25.74'
L186	N50°03'31"E	33.75'
L187	S56°12'14"W	10.77'
L188	N80°00'00"W	2.05'
L189	S62°10'57"W	20.05'
L190	S85°00'24"W	17.04'
L191	S86°49'29"W	10.03'
L192	S83°25'09"W	19.78'
L193	N81°08'16"W	8.31'
L194	N64°38'54"W	7.40'
L218	S49°56'00"E	9.70'
L219	S46°53'52"E	22.37'
L220	S57°12'36"E	16.77'
L221	S16°01'46"E	21.21'
L222	S74°38'44"E	26.24'
L223	S48°32'49"E	22.62'
L224	S63°46'57"E	24.09'
L225	S11°57'10"E	5.41'
L226	S11°16'20"E	27.94'
L227	S31°45'20"E	30.05'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C167	280.00'	44°10'05"	215.28'	S10°11'05"W	210.01'
C168	200.00'	28°12'43"	98.48'	N02°15'55"E	97.49'
C207	1025.00'	5°46'14"	101.45'	S73°16'02"W	101.40'
C208	20.00'	87°56'37"	30.70'	N32°07'51"E	27.77'
C209	297.50'	30°35'26"	158.84'	S03°27'16"W	156.96'
C213	525.00'	1°17'49"	11.88'	N75°35'44"W	11.88'
C214	525.00'	2°16'40"	20.87'	N73°44'30"W	20.87'

PREPARED BY:
CFB SURVEYING
CLYMER FARNER BARLEY
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-1430 LB#6108

MIDDLETON UNIT NO. 9

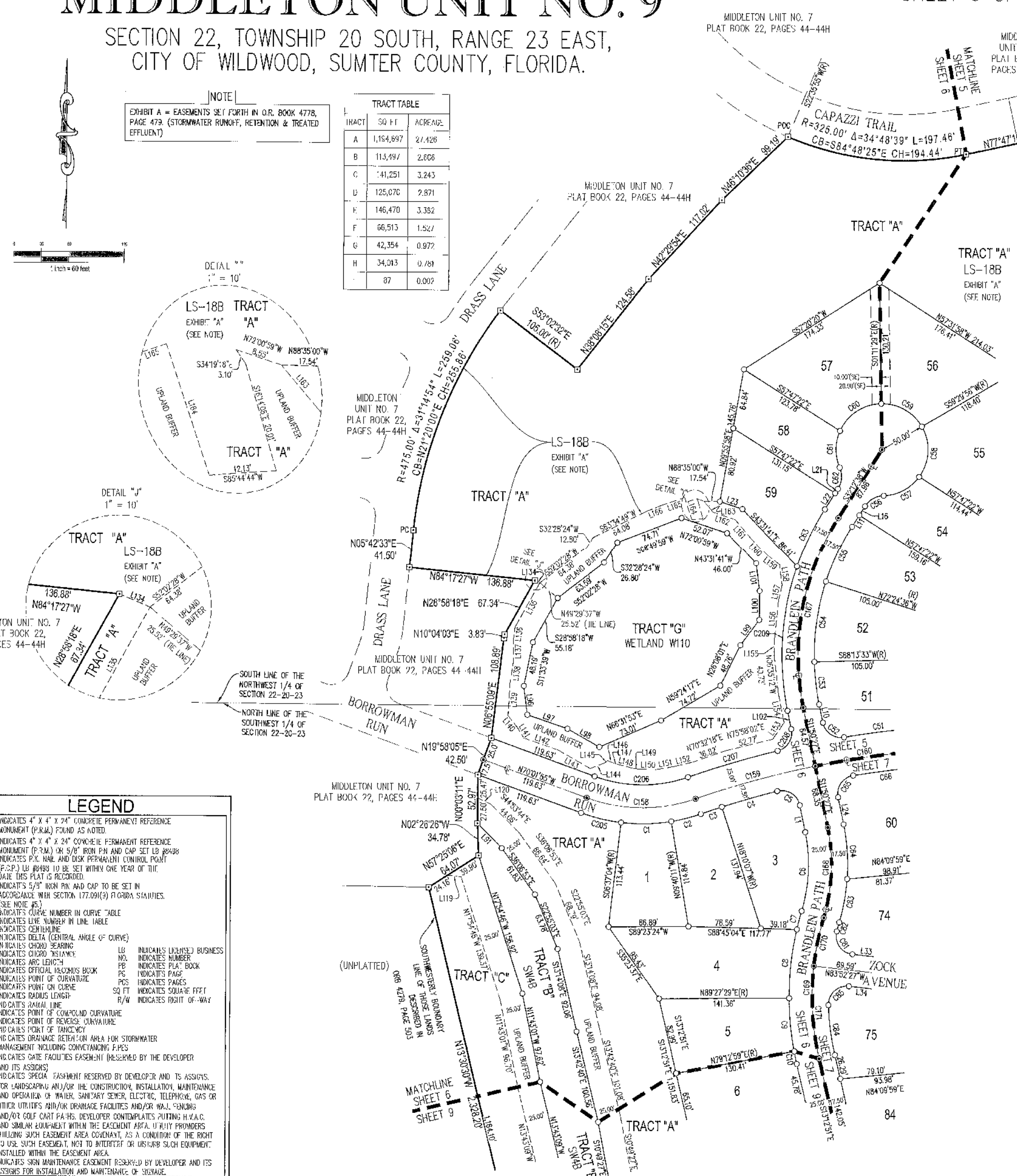
SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 23
PAGE 26E

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4778, PAGE 479. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,194,697	27.426
B	115,497	2.606
C	141,251	3.243
D	125,070	2.871
E	146,470	3.362
F	66,513	1.527
G	42,354	0.972
H	34,013	0.781
	87	0.002



LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S11°50'27"E	29.80'
L10	S11°50'27"E	20.24'
L11	S32°12'38"W	14.73'
L16	S32°12'38"W	11.45'
L21	S32°12'38"W	5.59'
L22	S32°12'38"W	20.60'
L23	N72°00'59"W	25.69'
L24	S11°50'27"E	30.12'
L33	N83°52'27"W	29.40'
L34	N83°52'27"W	29.40'
L91	S44°53'44"E	37.64'
L96	S07°19'11"E	31.28'
L97	S71°08'32"E	46.19'
L98	S60°37'30"E	39.70'
L99	N36°17'48"E	34.36'
L100	N00°34'58"E	31.56'
L101	N07°32'11"W	30.35'
L102	S11°50'27"E	20.24'
L119	N83°47'11"W	14.90'
L120	S65°19'32"E	15.96'
L134	N66°46'58"W	6.03'
L135	S28°58'18"W	55.07'
L136	S07°41'44"W	14.21'
L137	S00°18'17"E	24.09'
L138	S08°46'37"W	23.00'
L139	S02°53'37"W	35.45'
L140	S38°29'26"E	16.32'
L141	S31°23'24"E	12.77'
L142	S71°08'32"E	39.51'
L143	S60°37'30"E	40.42'
L144	N68°49'34"E	16.72'
L145	N54°46'18"E	4.15'
L146	S69°07'22"E	6.34'
L147	S74°05'50"E	5.18'
L148	S75°33'30"E	16.00'
L149	S80°55'27"E	8.38'
L150	S89°29'47"E	18.49'
L151	N79°49'02"E	20.23'
L152	N76°13'40"E	20.71'
L153	N34°32'21"E	21.64'
L154	N11°21'10"W	33.11'
L155	N01°23'48"E	18.92'
L156	N05°42'31"E	40.70'
L157	N12°44'42"E	17.22'
L158	N07°32'11"W	22.54'
L159	N52°19'28"W	17.40'
L160	N43°14'39"W	25.04'
L161	N40°23'40"W	26.94'
L162	N71°49'23"W	25.30'
L163	N40°08'14"W	6.06'
L164	N18°27'40"W	24.98'
L165	S71°08'32"W	26.35'
L166	S67°59'42"W	18.24'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	192.50'	16°17'15"	54.72'	N88°28'27"E	54.54'
C2	192.50'	9°53'54"	33.26'	N75°22'52"E	33.21'
C3	982.50'	1°23'58"	24.00'	S71°07'54"W	24.00'
C4	982.50'	3°38'52"	62.55'	S73°39'20"W	62.54'
C5	20.00'	92°40'47"	32.35'	N58°10'51"W	28.94'
C6	175.00'	28°12'43"	86.17'	N02°15'55"E	85.30'
C7	325.00'	3°37'09"	20.53'	S14°33'42"W	20.53'
C8	325.00'	13°17'39"	75.41'	S06°06'18"W	75.24'
C9	325.00'	10°14'29"	58.09'	S05°39'46"E	58.02'
C10	325.00'	2°25'50"	13.79'	S11°59'56"E	13.79'
C51	1025.00'	4°16'18"	76.42'	S82°21'05"W	76.40'
C52	20.00'	87°56'37"	30.70'	S55°48'45"E	27.77'
C53	262.50'	10°04'00"	46.12'	S06°48'27"E	46.06'
C54	262.50'	19°21'52"	88.72'	S07°54'29"W	88.30'
C55	262.50'	14°37'13"	66.98'	S24°54'01"W	66.80'
C56	25.00'	55°28'55"	24.21'	S59°57'05"W	23.27'
C57	50.00'	51°45'28"	45.17'	N61°48'48"E	43.65'
C58	50.00'	66°26'08"	57.98'	N02°43'00"E	54.78'
C59	50.00'	60°41'25"	52.96'	N60°50'47"W	50.52'
C60	50.00'	65°05'17"	56.80'	S56°15'53"W	53.79'
C61	50.00'	46°59'31"	41.01'	S00°13'28"W	39.87'
C62	25.00'	55°28'55"	24.21'	N04°28'10"E	23.27'
C63	297.50'	13°27'39"	69.89'	S25°28'48"W	69.73'
C64	217.50'	15°37'12"	59.29'	N04°01'51"W	59.11'
C65	20.00'	92°13'58"	32.20'	S34°16'32"W	28.83'
C66	982.50'	4°05'43"	70.23'	S82°28'23"W	70.21'
C81	20.00'	98°12'48"	34.28'	S34°46'04"E	30.24'
C82	282.50'	2°01'56"	10.02'	S15°21'18"W	10.02'
C83	217.50'	12°35'32"	47.80'	N10°04'30"E	47.70'
C84	282.50'	11°07'36"	54.86'	S07°39'03"E	54.77'
C85	20.00'	98°12'48"	34.28'	S47°01'09"W	30.24'
C158	175.00'	39°32'10"	120.76'	S89°48'00"E	118.37'
C159	1000.00'	7°43'38"	134.86'	S74°17'44"W	134.76'
C160	1000.00'	6°19'42"	110.45'	S81°19'24"W	110.39'
C167	280.00'	44°03'05"	215.28'	S10°11'05"W	210.01'
C168	200.00'	28°12'43"	98.48'	N02°15'55"E	97.49'
C169	300.00'	29°35'07"	154.91'	S01°34'43"W	153.19'
C170	300.00'	10°14'44"	53.65'	S11°14'54"W	53.57'
C171	300.00'	19°20'23"	101.26'	S03°32'39"E	100.78'
C205	192.50'	13°21'01"	44.85'	S76°42'25"E	44.75'
C206	150.00'	39°32'10"	103.51'	S89°48'00"E	101.46'
C207	1025.00'	5°40'14"	101.45'	S73°16'02"W	101.40'
C208	20.00'	87°55'37"	30.70'	N32°07'51"E	27.77'
C209	297.50'	30°35'26"	158.84'	S03°27'16"W	156.96'

LEGEND

- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
- INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #8498
- INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #8498 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)

C9 INDICATES CURVE NUMBER IN CURVE TABLE
L9 INDICATES LINE NUMBER IN LINE TABLE
℄ INDICATES CENTERLINE
Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB INDICATES CHORD BEARING
CH INDICATES CHORD DISTANCE
L INDICATES ARC LENGTH
ORB INDICATES OFFICIAL RECORDS BOOK
PC INDICATES POINT OF CURVATURE
POC INDICATES POINT ON CURVE
R INDICATES RADIUS LENGTH
(R) INDICATES RADIAL LINE
PCC INDICATES POINT OF COMPOUND CURVATURE
PRC INDICATES POINT OF REVERSE CURVATURE
PT INDICATES POINT OF TANGENCY
DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SF INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

LB INDICATES LICENSED BUSINESS
NO. INDICATES NUMBER
PB INDICATES PLAT BOOK
PG INDICATES PAGE
PGS INDICATES PAGES
SQ FT INDICATES SQUARE FEET
R/W INDICATES RIGHT OF-WAY

PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3123 LB8498

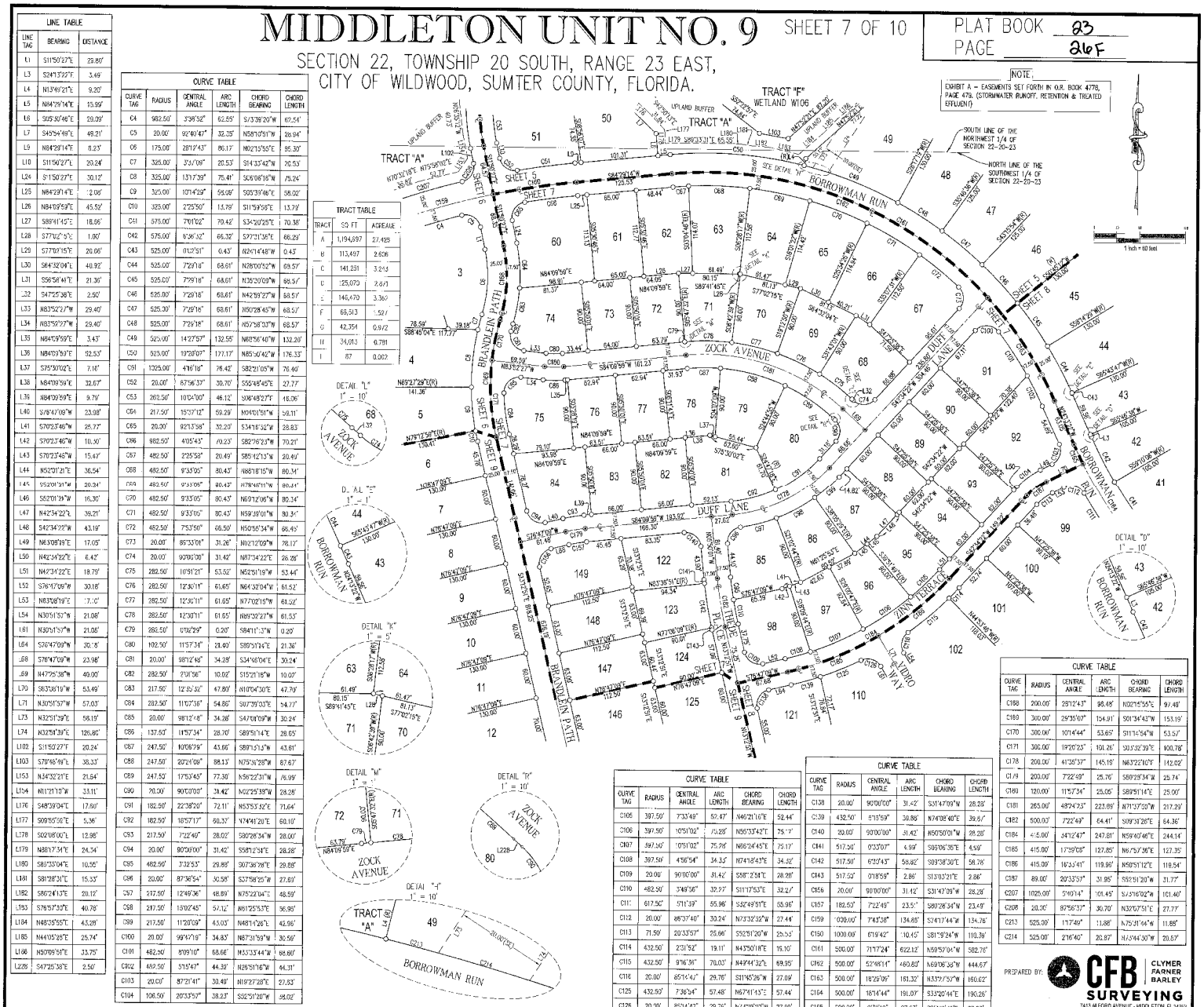
MIDDLETON UNIT NO. 9

SHEET 7 OF 10

PLAT BOOK 23
PAGE 26F

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

NOTE:
EXHIBIT A - EASEMENTS SET FORTH IN O.R. BOOK 4778, PAGE 479. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S11°50'27"E	29.80'
L3	S24°13'22"E	3.49'
L4	N13°40'21"E	9.20'
L5	N84°29'14"E	15.99'
L6	S05°30'46"E	20.09'
L7	S45°54'48"E	49.21'
L9	N84°29'14"E	8.23'
L10	S11°50'27"E	20.24'
L24	S11°50'27"E	30.12'
L25	N84°29'14"E	12.06'
L26	N84°09'59"E	45.59'
L27	S89°41'45"E	18.66'
L28	S77°02'15"E	1.80'
L29	S77°02'15"E	20.66'
L30	S64°32'04"E	40.92'
L31	S56°58'41"E	21.36'
L32	S47°25'38"E	2.50'
L33	N83°52'27"W	29.40'
L34	N83°52'27"W	29.40'
L35	N84°09'59"E	3.43'
L36	N84°09'59"E	92.53'
L37	S75°30'02"E	7.16'
L38	N84°09'59"E	32.67'
L39	N84°09'59"E	9.79'
L40	S76°47'09"W	23.08'
L41	S70°23'46"W	28.77'
L42	S70°23'46"W	10.30'
L43	S70°23'46"W	15.47'
L44	N52°01'21"E	36.54'
L45	S52°01'21"W	20.34'
L46	S62°01'39"W	16.30'
L47	N42°34'22"E	39.21'
L48	S42°34'22"W	43.16'
L49	N63°08'19"E	17.05'
L50	N42°34'22"E	6.42'
L51	N42°34'22"E	18.79'
L52	S76°47'09"W	30.18'
L53	N63°08'19"E	17.10'
L54	N30°51'57"W	21.08'
L61	N30°51'57"W	21.08'
L64	S76°47'09"W	30.18'
L68	S76°47'09"W	23.98'
L69	N47°25'38"W	40.00'
L70	S63°08'19"W	53.49'
L71	N30°51'57"W	57.03'
L73	N33°51'39"E	58.19'
L74	N33°51'39"E	126.86'
L102	S11°50'27"E	20.24'
L103	S76°46'19"E	38.33'
L153	N34°32'21"E	21.84'
L154	N11°21'10"W	33.11'
L176	S48°39'04"E	17.60'
L177	S09°55'56"E	5.36'
L178	S02°08'00"E	12.98'
L179	N88°17'34"E	24.34'
L180	S89°33'04"E	10.56'
L181	S81°28'31"E	15.33'
L182	S86°24'13"E	20.12'
L183	S76°57'30"E	40.78'
L184	N48°35'55"E	43.28'
L185	N44°05'28"E	25.74'
L186	N50°09'51"E	33.75'
L228	S47°25'38"E	2.50'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C4	982.50'	3°38'52"	62.55'	S73°39'20"W	62.54'
C5	20.00'	92°40'47"	32.35'	N58°10'51"W	28.94'
C6	175.00'	28°12'43"	86.17'	N02°15'55"E	85.30'
C7	325.00'	3°46'09"	20.53'	S14°37'42"W	20.53'
C8	325.00'	13°17'39"	75.41'	S06°08'16"W	75.24'
C9	325.00'	10°14'29"	58.08'	S05°39'46"E	58.00'
C10	325.00'	2°25'50"	13.79'	S11°59'56"E	13.79'
C41	575.00'	7°01'02"	70.42'	S34°20'25"E	70.38'
C42	575.00'	6°36'32"	66.32'	S77°21'36"E	66.29'
C43	525.00'	0°12'51"	0.43'	N24°14'48"W	0.43'
C44	525.00'	7°29'18"	68.61'	N28°00'52"W	68.57'
C45	525.00'	7°29'18"	68.61'	N35°30'09"W	68.57'
C46	525.00'	7°29'18"	68.61'	N42°59'27"W	68.57'
C47	525.30'	7°29'16"	68.61'	N50°28'45"W	68.57'
C48	525.00'	7°29'18"	68.61'	N57°58'03"W	68.57'
C49	525.00'	14°27'57"	132.55'	N68°56'40"W	132.20'
C50	525.00'	19°20'07"	177.17'	N85°50'42"W	176.33'
C51	1025.00'	4°16'18"	76.42'	S82°21'05"W	76.40'
C52	20.00'	87°56'37"	30.70'	S55°48'45"E	27.77'
C53	262.50'	10°04'00"	46.12'	S06°48'27"E	46.06'
C54	217.50'	15°37'12"	59.29'	N04°01'51"W	59.11'
C55	20.00'	92°13'58"	32.20'	S34°16'32"W	28.83'
C56	982.50'	4°05'43"	70.23'	S82°26'23"W	70.21'
C57	482.50'	2°25'52"	20.49'	S85°42'13"W	20.49'
C58	482.50'	9°33'05"	80.43'	N88°18'15"W	80.34'
C59	482.50'	9°33'05"	80.43'	N78°45'11"W	80.34'
C70	482.50'	9°33'05"	80.43'	N69°12'06"W	80.34'
C71	482.50'	9°33'05"	80.43'	N59°39'01"W	80.34'
C72	482.50'	7°53'50"	66.50'	N50°56'34"W	66.45'
C73	20.00'	85°33'01"	31.26'	N02°12'09"W	28.17'
C74	20.00'	90°00'00"	31.42'	N87°34'22"E	28.28'
C75	282.50'	10°51'21"	53.52'	N52°51'19"W	53.44'
C76	282.50'	12°30'11"	61.65'	N64°32'04"W	61.52'
C77	282.50'	12°30'11"	61.65'	N77°02'15"W	61.52'
C78	282.50'	12°30'11"	61.65'	N89°32'27"W	61.53'
C79	282.50'	0°06'29"	0.20'	S84°11'33"W	0.20'
C80	192.50'	11°57'34"	40.17'	S89°51'14"E	21.36'
C81	20.00'	98°12'46"	34.28'	S34°46'04"E	30.24'
C82	282.50'	2°01'56"	10.02'	S15°21'18"W	10.02'
C83	217.50'	12°45'32"	47.89'	N10°04'30"E	47.79'
C84	282.50'	11°07'56"	54.86'	S07°39'03"E	54.77'
C85	20.00'	98°12'46"	34.28'	S47°01'09"W	30.24'
C86	137.50'	11°57'34"	28.70'	S89°51'14"E	28.65'
C87	247.50'	10°06'29"	43.66'	S89°15'13"W	43.61'
C88	247.50'	20°24'08"	88.13'	N75°31'28"W	87.67'
C89	247.50'	17°53'45"	77.30'	N56°22'31"W	76.99'
C90	20.00'	90°00'00"	31.42'	N02°25'39"W	28.28'
C91	182.50'	22°28'20"	72.11'	N53°53'32"E	71.64'
C92	182.50'	16°57'17"	53.37'	N74°41'20"E	53.10'
C93	217.50'	7°22'46"	28.02'	S80°26'34"W	28.00'
C94	20.00'	90°00'00"	31.42'	S58°12'56"E	28.28'
C95	462.50'	3°32'53"	29.98'	S07°36'28"E	29.98'
C96	20.00'	89°36'54"	30.58'	S27°58'25"W	27.69'
C97	237.50'	12°49'36"	48.89'	N75°22'04"E	48.59'
C98	217.50'	15°02'45"	57.12'	N61°25'53"E	56.95'
C99	217.50'	11°20'09"	43.03'	N48°14'26"E	42.96'
C100	20.00'	99°47'18"	34.83'	N87°31'59"W	30.56'
C101	462.50'	8°09'10"	68.66'	N33°33'44"W	68.60'
C102	462.50'	5°15'47"	44.39'	N26°51'16"W	44.31'
C103	20.00'	87°21'41"	30.49'	N19°27'28"E	27.63'
C104	106.50'	20°33'57"	38.23'	S32°51'20"W	38.02'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,194,697	27.428
B	113,497	2.606
C	141,251	3.243
D	125,070	2.871
E	146,470	3.363
F	66,513	1.527
G	42,354	0.972
H	34,013	0.781
I	87	0.002

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C105	397.50'	7°33'49"	52.47'	N46°21'16"E	52.44'
C106	397.50'	10°51'02"	75.28'	N55°33'42"E	75.17'
C107	397.50'	10°51'02"	75.28'	N66°24'45"E	75.17'
C108	397.50'	4°56'54"	34.33'	N74°18'43"E	34.32'
C109	20.00'	90°00'00"	31.42'	S58°12'56"E	28.28'
C110	462.50'	3°49'56"	30.97'	S11°17'53"E	32.21'
C111	617.50'	5°11'39"	55.96'	S32°49'51"E	55.96'
C112	20.00'	88°37'40"	30.24'	N73°32'03"W	27.44'
C113	71.50'	20°33'57"	25.66'	S52°51'20"W	25.55'
C114	432.50'	2°31'52"	19.11'	N43°50'18"E	19.10'
C115	432.50'	9°16'36"	70.03'	N49°44'32"E	69.95'
C116	20.00'	85°14'47"	29.76'	S11°56'26"W	27.09'
C125	432.50'	7°36'24"	57.48'	N67°41'43"E	57.44'
C126	20.00'	85°14'47"	29.76'	N17°29'20"W	27.09'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C138	20.00'	90°00'00"	31.42'	S31°47'09"W	28.28'
C139	432.50'	5°18'59"	38.86'	N74°08'40"E	39.87'
C140	20.00'	90°00'00"	31.42'	N50°50'01"W	28.28'
C141	517.50'	0°33'07"	4.99'	S85°06'35"E	4.99'
C142	517.50'	6°30'43"	58.82'	S89°38'30"E	58.78'
C143	517.50'	0°18'59"	2.86'	S13°03'21"E	2.86'
C156	20.00'	90°00'00"	31.42'	S31°47'09"W	28.28'
C157	182.50'	7°22'49"	23.51'	S80°26'34"W	23.49'
C159	1030.00'	7°43'36"	134.85'	S74°17'44"W	134.76'
C160	1000.00'	6°19'42"	110.45'	S81°19'24"W	110.39'
C161	500.00'	71°7'24"	622.12'	N59°57'04"W	582.76'
C162	500.00'	52°48'14"	460.83'	N69°06'36"W	444.67'
C163	500.00'	18°29'09"	161.32'	N33°27'57"W	160.62'
C164	500.00'	18°14'44"	191.07'	S33°20'41"E	190.26'
C165	500.00'	2°38'19"	27.63'	S25°32'52"E	27.63'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C168	200.00'	28°12'43"	98.48'	N02°15'55"E	97.48'
C169	300.00'	29°35'07"	154.91'	S01°34'43"W	153.19'
C170	300.00'	10°14'44"	53.65'	S11°14'54"W	53.57'
C171	300.00'	19°20'23"	101.26'	S03°32'39"E	100.78'
C178	200.00'	41°36'37"	145.19'	N63°22'16"E	142.02'
C179	200.00'	7°22'49"	25.76'	S89°28'34"W	25.74'
C180	120.00'	11°57'34"	25.05'	S89°51'14"E	25.00'
C181	265.00'	48°24'23"	223.89'	N71°37'50"W	217.29'
C182	500.00'	7°22'49"	64.41'	S09°32'26"E	64.36'
C184	415.00'	34°12'47"	247.81'	N59°40'46"E	244.14'
C185	415.00'	17°39'08"	127.85'	N6°57'36"E	127.35'
C186	415.00'	16°33'41"	119.99'	N50°51'12"E	119.54'
C187	80.00'	20°33'57"	31.95'	S52°51'20"W	31.77'
C207	1025.00'	5°49'14"	104.15'	S42°16'02"W	104.10'
C208	20.00'	87°56'37"	30.70'	N32°07'51"E	27.77'
C213	525.00'	11°7'49"	11.88'	N75°31'44"W	11.88'
C214	525.00'	2°16'40"	20.87'	N76°44'30"W	20.87'

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7411 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3128 LB3486

MIDDLETON UNIT NO. 9

SHEET 8 OF 10

PLAT BOOK 23
PAGE 26 & 6

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C24	1300.50'	2°47'38"	63.42'	S14°47'19"W	63.41'
C25	1211.00'	2°46'13"	58.55'	S12°53'04"W	58.55'
C26	1211.00'	2°46'29"	58.64'	S15°43'25"W	58.64'
C27	1300.50'	2°47'38"	63.42'	S17°34'57"W	63.41'
C28	1300.50'	2°47'38"	63.42'	S20°22'35"W	63.41'
C29	1211.00'	2°46'46"	58.74'	S18°30'02"W	58.73'
C30	1211.00'	2°47'01"	58.83'	S21°16'05"W	58.83'
C31	1300.50'	2°47'38"	63.42'	S23°10'13"W	63.41'
C32	1300.50'	2°47'38"	63.42'	S25°57'51"W	63.41'
C33	1211.00'	2°47'17"	58.93'	S24°04'04"W	58.92'
C34	1211.00'	2°48'19"	59.47'	S26°52'07"W	59.46'
C35	1300.50'	1°30'22"	34.18'	S26°06'54"W	34.18'
C36	1211.00'	2°50'22"	60.01'	S25°41'42"W	60.01'
C37	1211.00'	2°50'40"	60.13'	S23°32'14"W	60.12'
C38	1211.00'	1°49'05"	38.41'	S24°57'06"W	38.41'
C39	15.00'	108°36'59"	28.45'	S61°15'58"W	24.37'
C40	575.00'	4°34'10"	45.86'	S40°09'13"E	45.85'
C41	575.00'	7°01'02"	70.42'	S34°20'25"E	70.38'
C42	575.00'	6°36'32"	66.32'	S27°31'38"E	66.29'
C43	525.00'	0°02'51"	0.43'	N24°14'48"W	0.43'
C44	525.00'	7°29'18"	68.61'	N28°00'52"W	68.57'
C45	525.00'	7°29'18"	68.61'	N35°30'09"W	68.57'
C46	525.00'	7°29'18"	68.61'	N42°59'27"W	68.57'
C72	482.50'	7°53'50"	66.50'	N59°55'34"W	66.45'
C74	20.00'	89°33'01"	31.26'	N02°12'09"W	28.17'
C100	20.00'	99°47'19"	34.83'	N87°31'59"W	30.59'
C101	482.50'	8°09'10"	68.68'	N33°35'44"W	68.68'
C102	482.50'	5°15'47"	44.32'	N28°31'16"W	44.31'
C103	20.00'	87°51'43"	30.66'	N19°27'39"E	27.75'
C104	405.50'	20°23'57"	38.25'	S52°31'20"W	38.02'
C105	397.50'	7°33'49"	52.47'	N48°21'15"E	52.44'
C106	397.50'	10°51'02"	75.28'	N55°33'42"E	75.17'
C107	397.50'	10°51'02"	75.28'	N66°24'45"E	75.17'
C108	397.50'	4°58'54"	34.33'	N74°18'43"E	34.32'
C109	20.00'	90°00'00"	31.42'	S58°12'51"E	28.28'
C111	617.50'	5°11'39"	55.98'	S32°49'51"E	55.96'
C112	20.69'	86°37'40"	30.24'	N73°32'52"W	27.44'
C113	71.50'	20°33'57"	25.66'	S52°51'20"W	25.53'
C114	432.50'	2°31'52"	19.11'	N43°50'18"E	19.10'
C115	432.50'	9°16'36"	70.03'	N49°44'32"E	69.95'
C116	20.00'	85°14'47"	29.76'	S11°45'26"W	27.09'
C117	108.50'	15°35'30"	29.98'	N23°04'12"W	28.89'
C118	106.50'	2°03'37"	3.83'	N14°14'39"W	3.83'
C119	102.50'	17°59'28"	32.18'	S22°12'34"E	32.05'
C120	102.50'	33°37'39"	60.16'	S48°01'08"E	59.30'
C121	20.00'	88°24'53"	30.86'	N70°57'38"E	27.89'
C122	1335.50'	2°06'50"	49.27'	S27°48'37"W	49.27'
C123	71.50'	69°04'01"	86.11'	N05°37'59"W	81.00'
C124	817.50'	4°42'18"	50.71'	S37°46'50"E	50.69'
C125	432.50'	7°36'54"	57.48'	N67°41'43"E	57.44'
C126	23.00'	85°14'47"	29.76'	N73°29'20"W	27.09'
C127	71.50'	17°39'06"	22.03'	N22°02'24"W	21.94'
C128	137.50'	14°12'43"	34.11'	S20°19'12"E	34.02'
C129	137.50'	24°59'13"	59.98'	S39°55'10"E	59.49'
C130	137.50'	12°25'09"	29.80'	S58°37'27"E	29.75'
C131	20.00'	88°24'53"	30.86'	N20°37'39"W	27.89'
C132	1335.50'	3°14'43"	75.64'	S21°51'36"E	75.63'
C133	1335.50'	3°01'04"	70.57'	S16°49'18"E	70.56'
C134	20.00'	88°24'53"	30.86'	N61°59'47"E	27.89'
C135	182.50'	27°44'23"	88.36'	S60°24'33"E	87.50'
C136	182.50'	30°30'28"	97.17'	S31°17'09"E	96.03'
C137	182.50'	2°49'05"	8.98'	S14°37'23"E	8.98'
C138	20.00'	90°00'00"	31.42'	S31°47'09"W	28.28'
C139	432.50'	5°10'59"	39.86'	N74°08'40"E	39.87'
C144	217.50'	3°44'28"	14.20'	S15°05'05"E	14.20'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C145	217.50'	15°07'45"	57.42'	S24°28'42"E	56.95'
C146	217.50'	15°02'45"	57.12'	S39°31'27"E	56.95'
C147	217.50'	15°02'45"	57.12'	S54°34'11"E	56.95'
C148	217.50'	12°11'14"	46.26'	S68°11'10"E	46.18'
C149	29.00'	88°24'53"	30.86'	N30°04'20"W	27.89'
C150	1335.50'	2°33'38"	59.68'	S12°51'.8"W	59.68'
C151	500.00'	71°37'24"	622.12'	N59°52'04"W	582.76'
C163	500.00'	18°29'09"	161.32'	N33°27'57"W	160.62'
C164	600.00'	16°14'44"	191.07'	S33°20'44"E	190.29'
C165	600.00'	2°38'19"	27.63'	S25°32'22"E	27.63'
C166	600.00'	15°36'25"	163.43'	S34°39'54"E	162.93'
C174	1318.00'	19°16'08"	443.22'	S19°13'58"W	441.17'
C175	1318.00'	6°07'20"	140.83'	S12°29'34"W	140.76'
C176	1318.00'	9°26'51"	217.35'	S20°26'39"W	217.08'
C177	1318.00'	5°41'57"	85.09'	S27°01'03"W	85.08'
C183	200.00'	61°03'56"	213.16'	S43°44'49"E	203.21'
C184	415.00'	34°12'47"	247.81'	N59°43'46"E	244.14'
C185	415.00'	17°39'06"	127.85'	N67°57'36"E	127.35'
C186	415.00'	16°33'41"	119.96'	N52°51'12"E	119.54'
C187	89.00'	20°32'51"	31.95'	S52°51'20"W	31.77'
C188	89.00'	17°39'06"	27.42'	N22°02'24"W	27.31'
C189	120.00'	51°37'05"	108.11'	S38°01'23"E	104.49'
C201	1196.00'	28°53'38"	603.14'	S21°19'48"W	596.76'
C202	1211.00'	28°53'38"	610.76'	S21°19'48"W	604.25'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,194,697	27.426
B	113,497	2.606
C	141,251	3.243
D	25,070	2.871
E	146,470	3.362
F	56,513	1.327
G	42,354	0.972
H	34,01	0.781
I	87	0.002

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4775, PAGE 479. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L210	S10°45'11"W	3.05'
L211	S46°32'35"E	2.00'
L212	S04°29'43"E	18.77'
L213	S39°13'35"E	34.17'
L214	S02°46'01"E	15.91'
L215	S63°28'25"E	19.52'
L216	S21°47'33"E	5.28'
L217	S33°25'44"E	14.99'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L3	S24°13'22"E	3.49'
L49	N63°08'19"E	17.05'
L50	N42°34'22"E	5.42'
L51	N42°34'22"E	18.79'
L52	S76°47'09"W	30.18'
L53	N63°08'19"E	17.10'
L54	N30°51'57"W	21.08'
L55	S26°16'34"W	3.00'
L56	S26°16'34"W	31.66'
L57	S35°09'32"W	25.53'
L58	S26°16'34"W	34.86'
L59	S13°21'51"E	22.12'
L60	S64°49'55"E	25.90'
L61	N30°51'57"W	21.08'
L62	S64°49'55"E	25.20'
L63	S74°16'46"E	5.46'
L64	S76°47'09"W	30.18'
L65	S74°16'46"E	11.42'
L70	S63°08'19"W	53.49'
L71	N30°51'57"W	57.03'
L72	N64°16'55"W	62.18'
L109	S15°45'57"W	49.47'
L110	S66°11'16"W	37.37'
L111	N42°28'06"W	34.27'
L112	N04°29'43"W	62.84'
L203	N37°54'04"E	23.90'
L204	N33°27'33"E	17.41'
L205	N65°41'15"E	21.88'
L206	S79°41'39"E	4.13'
L207	S85°21'19"E	19.93'
L208	S88°34'29"E	11.46'
L209	S04°29'43"E	34.56'



PREPARED BY:

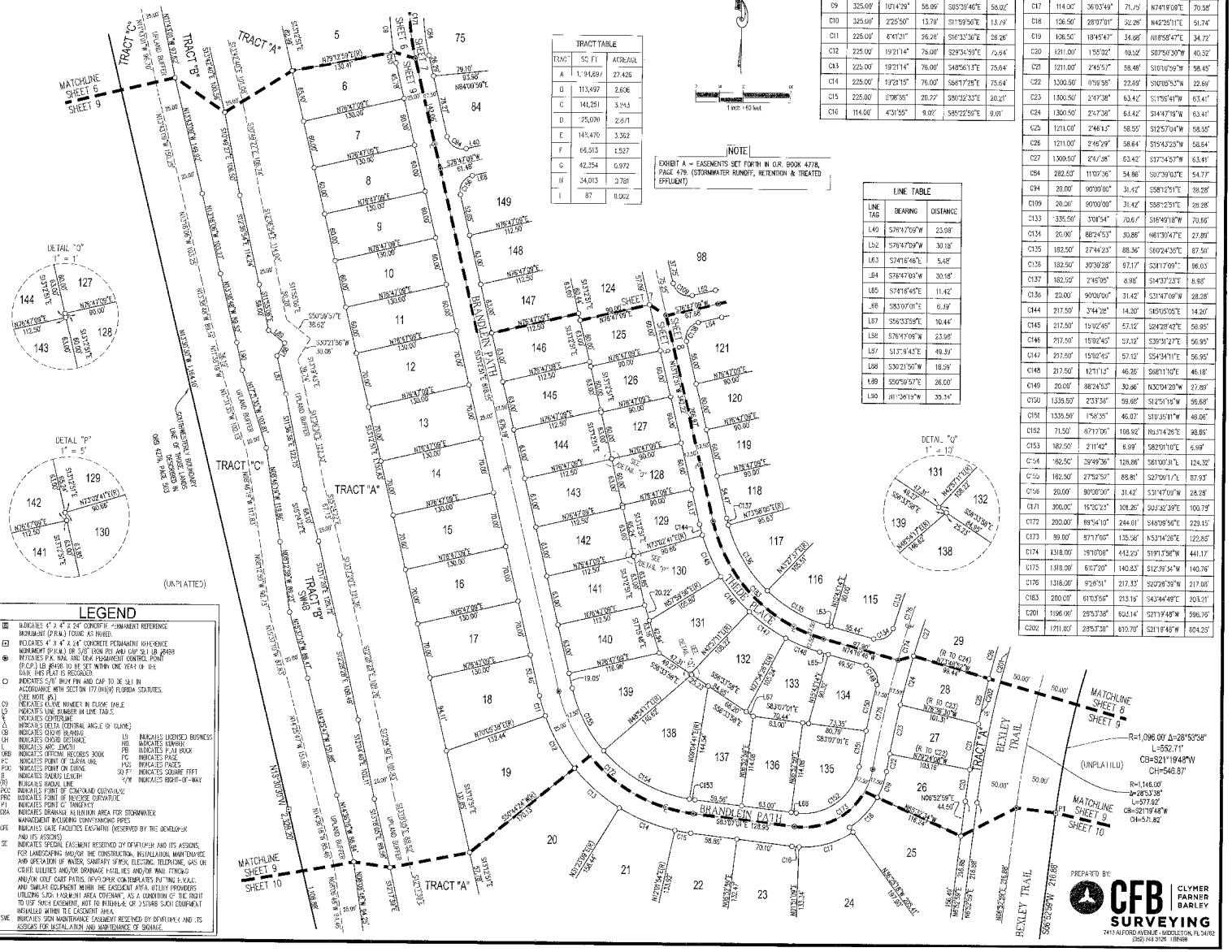
CFB SURVEYING
CLYMER FARNER BARLEY
7613 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 743-3125 LB#408

MIDDLETON UNIT NO. 9

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 9 OF 10

PLAT BOOK 23
PAGE 36 H



TRACT TABLE

TRACT	SQ. FT.	ACREAGE
A	1,194,697	27.426
B	113,497	2.606
C	141,251	3.243
D	25,070	0.576
E	145,470	3.340
F	66,513	1.527
G	42,254	0.970
H	34,013	0.781
I	87	0.002

NOTE

EXHIBIT A – EASEMENTS SET FORTH IN O.R. BOOK 4778, PAGE 479. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

CURVE TABLE

CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C9	325.00'	10°14'29"	58.09'	S05°39'46"E	58.02'
C10	325.00'	2°25'50"	13.79'	S11°59'56"E	13.79'
C11	225.00'	6°41'31"	26.28'	S16°33'36"E	26.26'
C12	225.00'	19°21'14"	76.00'	S29°34'59"E	75.64'
C13	225.00'	19°21'14"	76.00'	S48°56'13"E	75.64'
C14	225.00'	19°21'15"	76.00'	S68°17'28"E	75.64'
C15	225.00'	5°06'56"	20.22'	S80°32'32"E	20.21'
C16	114.00'	4°31'55"	9.01'	S85°22'59"E	9.01'

CURVE TABLE

CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C17	114.00'	36°03'49"	71.75'	N74°19'09"E	70.58'
C18	106.50'	28°07'01"	52.26'	N42°25'11"E	51.74'
C19	106.50'	18°45'47"	34.86'	N18°58'47"E	34.72'
C20	1211.00'	1°55'02"	40.52'	S07°50'30"W	40.52'
C21	1211.00'	2°45'57"	58.48'	S10°10'59"W	58.45'
C22	1200.50'	0°59'55"	22.09'	S10°05'53"W	22.09'
C23	1300.50'	2°47'38"	63.42'	S11°56'41"W	63.41'
C24	1300.50'	2°47'38"	63.42'	S14°44'19"W	63.41'
C25	1211.00'	2°46'15"	58.55'	S12°57'04"W	58.55'
C26	1211.00'	2°46'29"	58.64'	S15°43'25"W	58.64'
C27	1300.50'	2°47'38"	63.42'	S17°34'57"W	63.41'
C84	282.50'	11°07'36"	54.86'	S07°39'03"E	54.77'
C94	20.00'	90°00'00"	31.42'	S58°12'51"E	28.28'
C109	20.00'	90°00'00"	31.42'	S58°12'51"E	28.28'
C133	335.50'	3°01'54"	70.64'	S16°49'18"W	70.86'
C134	20.00'	88°24'53"	30.86'	N61°30'47"E	27.89'
C135	182.50'	27°44'23"	88.36'	S60°24'36"E	87.50'
C136	182.50'	30°30'28"	97.17'	S31°17'09"E	96.03'
C137	182.50'	2°46'05"	8.98'	S14°37'23"E	8.98'
C144	217.50'	3°44'28"	14.20'	S15°05'05"E	14.20'
C145	217.50'	15°02'45"	57.12'	S24°28'42"E	56.95'
C146	217.50'	15°02'45"	57.12'	S39°31'27"E	56.95'
C147	217.50'	15°02'45"	57.12'	S54°34'11"E	56.95'
C148	217.50'	12°11'12"	46.26'	S68°11'10"E	46.18'
C149	20.00'	88°24'53"	30.86'	N30°04'20"W	27.89'
C150	1335.50'	2°33'36"	59.68'	S12°51'16"W	59.68'
C151	1335.50'	1°58'35"	46.07'	S10°35'11"W	46.06'
C152	71.50'	87°17'06"	108.92'	N53°14'26"E	98.86'
C153	182.50'	2°11'42"	6.99'	S82°01'10"E	6.99'
C154	182.50'	39°49'36"	126.86'	S61°00'31"E	124.32'
C155	182.50'	27°52'52"	88.81'	S27°09'17"E	87.93'
C156	20.00'	90°00'00"	31.42'	S31°47'09"W	28.28'
C171	300.00'	15°26'23"	101.26'	S05°32'39"E	100.79'
C172	200.00'	69°54'10"	244.01'	S46°09'56"E	229.15'
C173	89.00'	97°17'06"	135.56'	N53°14'26"E	122.85'
C174	1318.00'	19°16'08"	442.23'	S19°17'58"W	441.17'
C175	1318.00'	6°17'20"	140.83'	S12°39'34"W	140.76'
C176	1318.00'	9°26'51"	217.33'	S20°26'39"W	217.08'
C183	200.00'	61°03'56"	213.19'	S43°44'49"E	203.21'
C201	1196.00'	25°53'38"	603.14'	S21°19'48"W	598.16'
C202	1211.00'	28°53'38"	610.70'	S21°19'48"W	604.25'

LINE TABLE

LINE TAG	BEARING	DISTANCE
L40	S76°47'09"W	23.98'
L52	S76°47'09"W	30.18'
L63	S74°16'46"E	5.48'
L64	S76°47'09"W	30.18'
L65	S74°16'46"E	11.42'
L66	S83°07'01"E	6.59'
L67	S56°33'58"E	10.44'
L68	S76°47'09"W	23.98'
L69	S13°19'43"E	49.59'
L88	S30°21'50"W	18.99'
L89	S50°59'57"E	26.00'
L90	N11°38'19"W	35.34'

LEGEND

■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) TOBE AS NOTED.
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6889
◉	INDICATES P.R.M. AND ONE PERMANENT CONTROL POINT (P.C.P.) LB #6938 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GPE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING E.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
SME	INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.
LS	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE • MIDDLETON, FL 34762
(352) 748-3126 • LB#488

MIDDLETON UNIT NO. 9

SECTION 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 10 OF 10

PLAT BOOK 23
PAGE 26 I

1 inch = 60 feet

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,194,852	27.426
B	113,497	2.606
C	141,251	3.243
D	125,070	2.87
E	146,470	3.362
F	66,513	1.527
G	42,354	0.972
I	34,013	0.781
L	87	0.002

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4776, PAGE 479. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

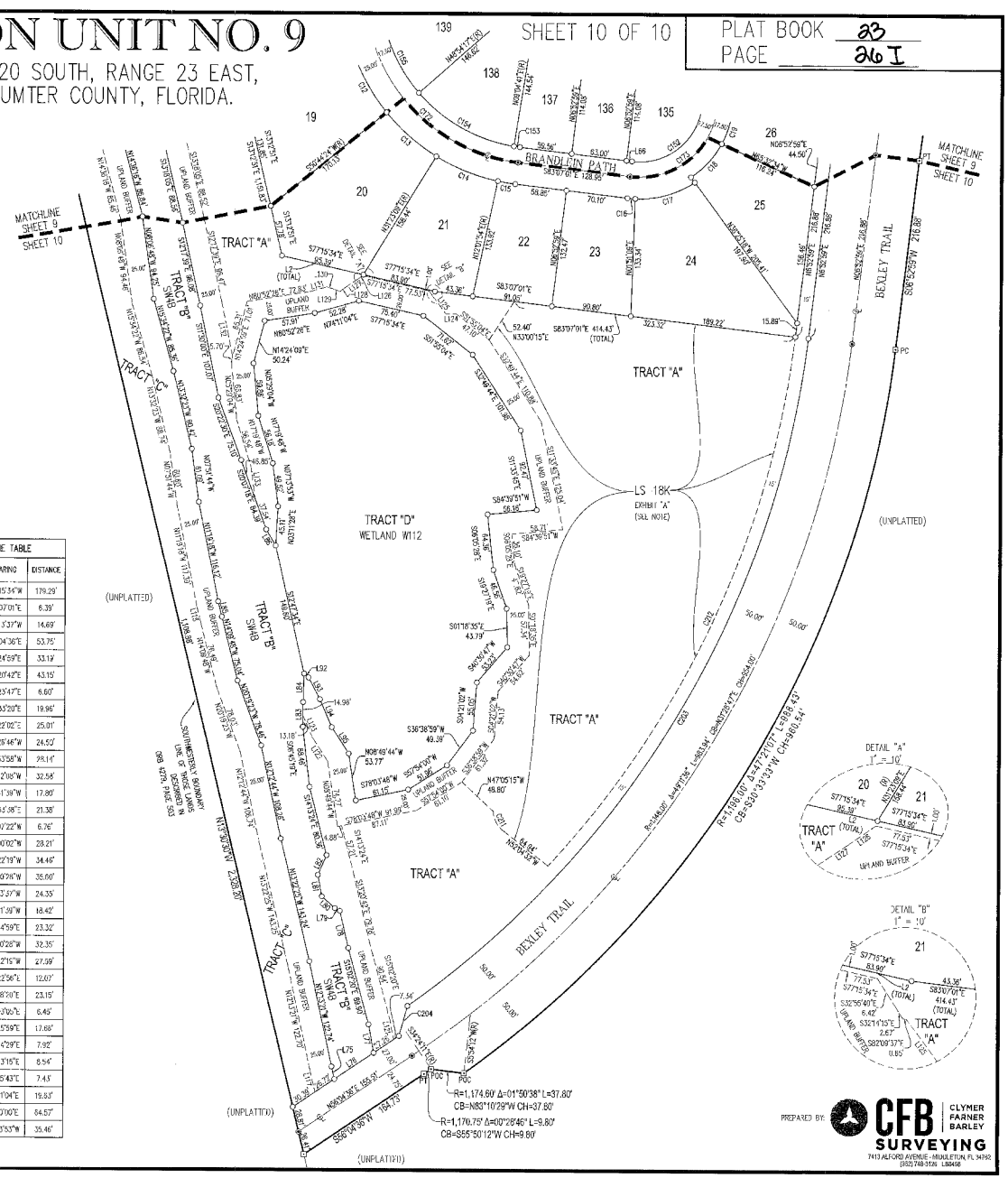
CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C12	225.00'	19°21'14"	76.00'	S29°34'59"E	75.64'
C13	225.00'	19°21'14"	76.00'	S48°56'13"E	75.64'
C14	225.00'	19°21'15"	76.00'	S68°17'28"E	75.64'
C15	225.00'	5°08'55"	20.22'	S80°32'35"E	20.21'
C16	114.00'	4°31'55"	9.02'	S85°22'59"E	9.01'
C17	114.00'	36°03'49"	71.75'	N74°19'06"E	70.58'
C18	106.50'	28°07'01"	52.26'	N42°25'11"E	51.74'
C19	106.50'	18°45'47"	34.68'	N18°58'47"E	34.72'
C152	71.50'	87°17'06"	108.92'	N53°14'26"E	98.69'
C153	182.50'	2°11'42"	6.99'	S82°01'10"E	5.99'
C154	182.50'	39°49'38"	126.86'	S61°00'31"E	124.32'
C165	182.50'	27°52'52"	88.81'	S27°09'17"E	87.93'
C172	200.00'	69°54'10"	244.01'	S48°09'56"E	229.15'
C173	89.00'	87°17'06"	135.58'	N53°14'26"E	122.85'
C203	1066.00'	47°45'59"	913.71'	N30°45'59"E	887.48'
C204	1119.00'	1°50'20"	35.92'	N15°32'37"E	35.91'
C211	30.00'	49°03'27"	25.69'	S27°32'48"E	24.91'
C212	1081.00'	35°52'33"	676.87'	N24°49'16"E	665.87'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L2	N77°15'34"W	179.29'
L65	S83°07'01"E	6.39'
L75	N13°13'37"W	14.69'
L76	N56°04'36"E	53.75'
L77	S10°24'59"E	33.19'
L78	S13°20'42"E	43.15'
L79	S61°23'47"E	6.60'
L80	S48°33'20"E	19.96'
L81	S10°22'02"E	25.01'
L82	S23°28'46"W	24.52'
L83	S00°33'58"W	28.14'
L84	S01°32'18"W	32.58'
L85	N13°41'39"W	17.86'
L86	S83°33'38"E	21.38'
L92	N49°00'22"W	6.76'
L93	N28°00'02"W	28.21'
L94	N23°22'19"W	34.46'
L95	N33°10'26"W	35.66'
L117	N13°13'37"W	24.35'
L118	N13°41'39"W	18.42'
L121	S10°24'59"E	23.32'
L122	N33°10'26"W	32.35'
L123	N23°22'15"W	27.39'
L124	N89°22'56"E	12.07'
L125	S36°18'50"E	23.15'
L126	N55°03'05"E	6.45'
L127	N56°25'59"E	17.68'
L128	N52°54'29"E	7.92'
L129	S89°33'15"E	8.54'
L130	S73°25'43"E	7.43'
L131	N74°11'04"E	19.83'
L132	S11°30'00"E	64.57'
L133	N07°13'53"W	35.46'

LEGEND

- ⊠ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND AS NOTED.
- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #5408
- ◉ INDICATES 3/4" NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #5408 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 3/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES. (SEE NOTE #5)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES C-BEARING
- CH INDICATES C-CHORD DISTANCE
- L INDICATES ARC LENGTH
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- SWA INDICATES STORMWATER RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL HARDING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- SME INDICATES SIGN MAINTENANCE EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR INSTALLATION AND MAINTENANCE OF SIGNAGE.

LB	INDICATES LICENSED BUSINESS	PB	INDICATES PLAT BOOK
NO	INDICATES NUMBER	PGS	INDICATES PAGES
ORB	INDICATES OFFICIAL RECORDS BOOK	SQ FT	INDICATES SQUARE FEET
PC	INDICATES POINT OF CURVATURE	R/W	INDICATES RIGHT-OF-WAY



PREPARED BY: CFB CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB#456

Exhibit C

Declarations

- **Declaration of Covenants and Restrictions for Middleton Unit No. 3A**
- **Declaration of Covenants and Restrictions for Middleton Unit No. 5**
- **Declaration of Covenants and Restrictions for Middleton Unit No. 6, as amended**
- **Declaration of Covenants and Restrictions for Middleton Unit No. 7**
- **Declaration of Covenants and Restrictions for Middleton Unit No. 8, as amended**
- **Declaration of Covenants and Restrictions for Middleton Unit No. 9**

Declaration of Covenants and Restrictions for Middleton Unit No. 3A

239.50
28.00 Copy
267.50

Erin C Munz, Sumter County Clerk of Court
Inst: 202660012409 Date: 03/12/2026 Time: 12:00PM
Page 1 of 28 B: 5074 P: 565 By: BO

THIS INSTRUMENT PREPARED BY/RETURN TO:
Jordyn McTavish, Esq.
7580 Middleton Drive
Middleton, Florida 34762

DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 3A

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 3A (the "**Declaration**") is made on February 24, 2026, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company (The Villages Development Company, LLC, its successor and assigns, is hereinafter referred to as the "**Declarant**").

RECITALS

A. Declarant is the sole owner in fee simple of certain real property located in Sumter County, Florida, platted as Middleton Unit No. 3A, as per plat thereof (the "**Plat**") recorded in Plat Book 24, at Pages 5 through 5A-B, Public Records of Sumter County, Florida (the "**Property**").

B. Declarant desires to provide for the preservation of values and maintenance of certain common facilities in the Property, and so desires to subject all of the Homesites and Homes (as each is hereinafter defined), and each part thereof (but not the tracts and other areas of the Property) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

1.1 "**Architectural Review Board**" or "**ARB**" shall mean the Declarant or its designee, as described in Section 7.1 hereof.

1.2 "**AR Guidelines**" shall mean the Architectural Review Manual for construction, operation and maintenance of Homes and Homesites within the Property, as adopted and amended by the Declarant from time to time.

1.3 "**CDD**" shall mean Middleton Community Development District A.

1.4 "**City**" shall mean the City of Wildwood, in the State of Florida.

1.5 "**Common Areas**" shall mean and refer to those areas of land within the Property which are intended to be used and enjoyed by all Owners of Homesites, which include without limitation, entry areas, entry gates, and sign islands; drainage retention areas; the Storm Water Management System; recreational areas, parks, postal facilities, and appurtenant parking areas; lands owned by or conveyed to the CDD per the Plat or otherwise; and all improvements now or hereafter constructed thereon, including, without limitation, walkways, paths, utilities, lighting systems, signage, structures, gates, access systems, recreational facilities, and landscaping; and together with all other improvements which are specifically described herein to be maintained by the CDD. All personal property and real property, including easements, licenses, leaseholds, or other real property interests, owned by the CDD or maintained by the CDD for the common use and enjoyment of the Owners or third parties, are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests, and persons occupying "*Homes*" on a guest or tenant basis, and third parties or other entities having a legal right to use the same, to the extent authorized by this Declaration.

1.6 "**County**" shall mean the County of Sumter, in the State of Florida.

1.7 "**Declarant**" shall mean and refer to The Villages Development Company, LLC, a Florida limited liability company.

1.8 "**Declaration**" shall mean and refer to this Declaration of Covenants and Restrictions for Middleton Unit No. 3A and any amendments and supplements thereto.

1.9 "**Development Agreement**" shall mean that certain The Villages of Southern Oaks Area B Chapter 163 Development Agreement, dated February 27, 2023, between The City of Wildwood, Florida, and The Villages Land Company, LLC, recorded in Official Records Book 4436, Page 101, and in Official Records Book 4811, Page 592, Public Records of Sumter County, Florida, and as amended from time to time.

1.10 "**Front Yard**" shall mean the portion of each Homesite described by drawing a line through the centerpoint of any Home, which line runs parallel to the road or road right of way adjacent to the Homesite. The Front Yard shall be the portion of the Homesite on the side of the line so drawn lying nearest the road or road right-of-way. The Front Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the ARB shall be controlling and final.

1.11 "**Home**" shall mean and refer to a detached single-family residential unit constructed on a Homesite for which a certificate of occupancy has been issued by the applicable governmental authorities.

1.12 "**Homesite**" shall mean and refer to any plot of land shown upon the Plat and designated as a numbered Homesite, and shall also include any plot of land shown upon any plat and designated as a numbered Homesite on property which is subsequently made subject to the terms of this Declaration in accordance with the provisions of Section 3.2 hereof.

1.13 "**Initial Home**" shall mean the initial home constructed on a Homesite by the Declarant, the plans for which shall be maintained by the Declarant.

1.14 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "*Homesite*"; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.15 "**Plat**" shall mean and refer to the subdivision of Middleton Unit No. 3A, as more particularly described in Recital A of this Declaration.

1.16 "**Property**" shall mean and refer to the property platted as Middleton Unit No. 3A, as per the Plat, as well as any other real property subjected to the Declaration pursuant to Section 3.2 hereof.

1.17 "**Rear Yard**" shall mean the portion of each Homesite described by drawing a line through the center-point of any Home, which line runs parallel to the road or road right-of-way adjacent to the Homesite. The Rear Yard shall be the portion of the Homesite on the side of the line so drawn lying furthest from the road or road right-of-way. The Rear Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be the portion of the Homesite lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined herein the determination of the ARB shall be controlling and final.

1.18 "**Side Yard**" shall mean the portions of each Homesite described by drawing a line through the point of the Home which extends the furthest into the Front Yard, which line runs parallel to the road or road right-of-way adjacent to the Homesite, and by drawing a line through the point of the Home that extends the furthest into the Rear Yard, which lines runs parallel to the line previously described. The Side Yard shall be all portions of the Homesite, exclusive of the Home, lying between the two lines so described. In the case of any dispute as to the location of the Side Yard as defined herein, the determination of the ARB shall be controlling and final.

1.19 "**Storm Water Management System**" shall mean and refer to a system, temporary or permanent, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit,

treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted by SWFMD pursuant to the provisions of Chapters 62-330 of the Florida Administrative Code, as the same may be from time to time amended, supplemented, or replaced by other provisions of Florida law.

1.20 "**SWFMD**" shall mean the Southwest Florida Water Management District.

ARTICLE 2

USE RESTRICTIONS

2.1 **Use Restrictions**. The use restrictions contained in this Article shall apply uniformly to all Homesites and Homes on the Property except that, unless specifically set forth herein to the contrary, they shall not apply to the activities of the Declarant or the CDD within the Common Areas or easements, including construction of improvements by the Declarant or the CDD other than Homes.

2.2 **Residential Use Only**. No Homesite or Home shall be used for any purpose except for residential use. No commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite. No building shall be erected, altered, placed or permitted to remain on any Homesite other than Homes designated for residential use, with attached or detached private garages. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Homes as models or offices. No mobile homes shall be permitted on the Property.

2.3 **Development Standards**.

2.3.1 Square Footage. Homes shall always contain at least the square footage of living area contained in the Initial Home constructed on the Homesite by the Declarant. Living area includes only areas that are heated and cooled but expressly excludes garages, open porches, decks, and atriums, whether or not heated and cooled.

2.3.2 Roof Pitch. The minimum roof pitch for the main portion of the Home (excluding covered porches and decorative elements) shall be 4:12, or such greater steepness as was built for the Initial Home constructed on the Homesite by the Declarant.

2.3.3 Construction Type. Homes shall be conventionally built Homes. The Declarant shall construct the Initial Home on each Homesite.

2.3.4 Easements. No building or other vertical improvements shall be made within the easements created in favor of Declarant under this Declaration or in the Plat without the prior written approval of Declarant.

2.3.5 Setbacks. Each Homesite and the Home constructed thereon (and any reconstruction, repair, addition or other vertical improvement) shall comply, in addition to all other requirements herein, with the setback requirements specified on **Exhibit A** attached hereto and made a part hereof.

2.4 **Subdivision - Multi Units**. Only one Home may be erected on each Homesite. No Homesite may be subdivided.

2.5 **No Temporary or Accessory Structures**. Except as set forth in Section 2.9 with respect to detached garages, no portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Homesite for storage or otherwise; provided, however that this prohibition shall not apply to: (a) shelters used by the Declarant or a licensed contractor during the construction of any Home; or (b) pergolas covering walkways on the Homesite, which match the general aesthetic of the Home if approved by the ARB.

2.6 **Livestock and Animal Restrictions**. No animal shall be kept or maintained on any Homesite (including but not limited to in the Home) except conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Homesites. Without limiting the foregoing, horses, cattle, pigs, and chickens are not allowed. The Declarant shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Homesites. Such permitted animals shall be kept on the Owner's Homesite and shall not be allowed off the premises of the Owner's Homesite except under restraint and in the company of the Owner, a member of the Owner's family, or servant. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

2.7 **Restriction on Activity**. No noxious or offensive activity shall be conducted or permitted to exist upon any Homesite or in any Home, nor shall anything be done or permitted to exist on any Homesite or in any Home that may be or may become an annoyance or private or public nuisance. No Homesite, driveway, or Common Area shall be used for purposes of vehicle repair or maintenance. This restriction shall not apply to activities conducted by the Declarant in the construction, sale or maintenance of improvements upon the Property.

2.8 **Restrictions on Walls and Fences; Hedges**. No wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Homesite; provided however, fences or walls located in the Rear Yard and Side Yard shall be permitted only if (a) the design and materials are consistent with the then-applicable AR Guidelines, and (b) the Owner receives prior written approval of the ARB as to the specific location of the fence(s) or walls. No wall or fence may be painted or altered in appearance after installation, unless the foregoing criteria are met prior to such painting or alteration. All walls and fences must be maintained and repaired in good condition, and all hedges must be neatly trimmed.

2.9 **Garages**. Each Home shall have either an attached or detached garage. No Owner may change the nature of the garage (i.e. attached or detached) from that installed as a part of the Initial Home (whether in connection with a remodel, repair or a rebuild). Garages must be maintained operational for the storage of automobiles, boats, and other motor vehicles. Garage doors shall be predominantly opaque and remain closed except when in actual use to allow ingress and egress into the garage, and any change in garage door from that installed for the Initial Home must be consistent in design with the aesthetics of the Home and the surrounding neighborhood. The addition of carports that are of a design, material and appearance uniform with that of the Initial Home may be permitted if consistent with the then-applicable AR Guidelines and if the Owner receives prior written approval of the ARB as to the location, design and aesthetic of the carport.

2.10 **Insect Control; Fire Control; Trash Removal**. In order to implement effective insect, reptile, rodent, and fire control, the Declarant and its agents shall have the right, but not the duty, to enter upon any Homesite, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Declarant and its agents may enter upon such land to remove any trash which has collected on such Homesite or Home without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Homesite nor to provide garbage or trash removal services. Any and all costs incurred by the Declarant in exercising its rights under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.11 **Clothes Lines**. No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Homesite.

2.12 **Exterior Antennas, etc**. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Homesite or Home thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Homes only if such dishes are mounted to those portions of the Home directly facing the Side Yard or the Rear Yard of the Homesite.

2.13 **Exterior Paint**. The only color paints that may be used on the exterior of any Home are (a) the same palette of exterior paint (i.e. dominant and accent colors) used on the Initial Home in the same location as used on the Initial Home; or (b) any other palette of exterior paints as contained at the time of repainting in the then-applicable AR Guidelines, with the applicable colors of the palette being applied to the designated portion of the Home (i.e. main Home vs. trim) as provided in the AR Guidelines, provided, however, that at the time of repainting, neither Home immediately adjacent to the Home being painted is painted with that same color palette.

2.14 **Signs**. No sign (whether commercial, political, personal, "for sale", "for rent" or otherwise) shall be erected or maintained on any Homesite or Home within public view except as may be required by legal proceedings. Such prohibition shall apply to commercial real estate signs advertising a particular Homesite or Home for sale or for rent. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Homesite or Home.

2.15 **Exterior Maintenance**. Each individual Owner shall have the responsibility to maintain the exterior of their respective Home in good condition. In addition to the foregoing, the Declarant shall have the right, but not the duty, to provide maintenance to any exterior areas visible from the roads or adjacent Homesites, including repairs to walls and roofs, painting, landscaping, and lawn maintenance. The Declarant shall have the right (but not the obligation) to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Home to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Declarant in performing repairs and maintenance under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.16 **Allowable Trim and Decoration**. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, without the prior written consent of the Declarant, and the Declarant shall only grant approval therefor if such improvements are consistent in design and color of the applicable Home, and consistent with the then-applicable AR Guidelines. All other outside decorations and ornaments, whether affixed to the Home or placed elsewhere on the Homesite, are prohibited. This restriction shall not apply to holiday decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, nor shall apply to any holiday decorations from the period commencing on Thanksgiving and extending until January 10th of the following year. Notwithstanding the foregoing, the Declarant may prohibit or restrict decorations which it determines, in its sole discretion, create a hardship on, or nuisance to, neighboring property, or otherwise interferes with the quiet and peaceful

enjoyment by any other Owner of that Owner's Homesite. This restriction shall also not apply to a single flag pole which may not, however, extend higher than 22'.

2.17 **Window Tinting**. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the Declarant.

2.18 **Unit Air Conditioners**. No air conditioning units may be mounted to windows or walls unless the location, method of installation and appearance has been approved in writing by the Declarant. It is the intention of this provision to authorize the Declarant to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds; provided, however, that the Declarant shall not unreasonably withhold its approval of split systems which are compliant with the then-applicable AR Guidelines. All other air conditioning units shall be located in the Rear Yard or Side Yard and shall be effectively screened by plant matter or opaque fencing as required by the then-applicable AR Guidelines.

2.19 **Interior Maintenance**. Each individual Owner shall have the responsibility to maintain the interior of their respective Home in such fashion so as not to create a health or safety hazard to adjoining Homes or to create a nuisance.

2.20 **Vehicles**. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle or an Owner's vehicle used for their occupation, shall be parked or maintained on any Homesite or public right-of-way, except in an enclosed garage. No private passenger vehicle or Owner's occupational vehicle containing hazardous materials, fuel for other vehicles, noxious or offensive materials shall be parked or maintained on any Homesite or public right-of-way. No private passenger vehicle or Owner's occupational vehicle in excess of 1 ton size shall be parked or maintained on any Homesite or public right-of-way.

2.21 **Construction on Homesites**.

2.21.1 All construction on any Home shall be completed within twelve (12) months from the issuance of the building permit for that Home; provided, however that such restriction shall not apply to the construction of the Initial Home. If any construction on a Homesite, once commenced is discontinued for a period of at least sixty (60) consecutive days, the ARB and/or the Declarant shall have the right, in addition to any other rights and remedies hereunder, to require the Owner to raze (or repair any unsightliness caused by) all partially completed improvements on the Homesite, remove all debris and rubble, fill in all foundations, and/or return the Homesite to grade and landscape the entire Homesite with sod per the provisions of Section 2.23 hereof (to be maintained per Section 2.15 hereof), within thirty (30) days following written notice from the ARB or the Declarant.

2.21.2 All construction on any Homesite (including any remodeling or rebuild following a casualty) shall be: (a) subject to the provisions of Article 7 hereof, including the plan review provisions thereof; (b) subject to any approval rights of Declarant contained herein; and (c)

at that Homesite Owner's risk. Homesite Owner shall be responsible for any damage to Common Areas, other Homesites, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Homesite. Repairs of construction damage must be made by the Owner within thirty (30) days.

2.21.3 If the Owner fails to timely take the actions required under Sections 2.21.1 or 2.21.2 hereof, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite or upon the exterior of any Home for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section (whether on the Owner's Homesite, any other Homesite, any Common Areas, utilities, public rights-of-way, sidewalks or curbing) shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.22 **Recreational Equipment**. All recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard. Any other recreational equipment shall be kept within the Home except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Home.

2.23 **Grassed Areas and Yards**. All sodded areas on a Homesite shall be serviced by an in-ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Homesite in a neat, clean, orderly and healthy condition. Each Owner shall also maintain all sodded areas between the Owner's Homesite and the pavement of any adjacent paved street. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All areas of the yard that are not landscaped must be sodded. All grass shall be of a type approved for use in the then-applicable AR Guidelines. Sodded areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. Owners may expand the size of, and create additional landscaped areas only upon prior written consent of the Declarant. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Home, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Home. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Homesite including any easements located on or adjacent thereto, including front, side, and rear road and utility easements. Owners are encouraged to and may add and replace landscape that is more

water-conservative and draught-tolerant than provided with the Initial Home, however, any such alterations visible from roadways or Common Areas must receive the prior written approval of the ARB, which shall require, at a minimum, that the aesthetics of such landscaping be compatible with the Home and the surrounding neighborhood.

The Owners of Homesites 16 and 17, which adjoin Hurtado Place, shall mow and maintain in a neat and clean manner the unpaved area along Tract E located between such Homesites.

2.23.1 **Vacant Homesites**. The grassy areas of any vacant Homesites shall be kept regularly mowed and trimmed, and all areas of vacant Homesites shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. If the Owner fails to maintain a vacant Homesite as so required, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.24 **Pools; Spas**. No above-ground pools are permitted within the Property. Above ground spas are permitted within the Property. All spas and in-ground pools shall include a paved patio extending from the Home and completely surrounding the pool and spa and shall be located in the Rear Yard. All pool and spa enclosures, including screening, must be approved by the Declarant.

2.25 **Compliance With Development Agreement**. No Homesite or Home may, at any time, be used in a way contrary to, or which would create a violation of any terms contained in the Development Agreement, as amended from time to time.

2.26 **Storage**. No items may be stored on a Homesite outside a Home or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, and equipment shall be stored by an Owner out of view, except when in use. If the Owner fails to comply with the foregoing requirements, the Declarant shall have the right (but not the obligation) to enter upon any Homesite for the purpose of removing any such unpermitted items, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant

in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.27 **Household Garbage and Yard Trash**. The Declarant will designate a solid waste hauler to service the Property and each Home must use and pay for garbage services provided by the solid waste hauler selected by the Declarant. Charges for trash service shall commence on the date the Owner purchase its Homesite and Home, and that the fees for such service is payable on a year-round basis, regardless of use or occupancy. No Homesite Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Homesite, except for the removal of lawn waste by a tree removal or landscaping service. No Homesite or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in the garage. On those days and only on those days when garbage pickup or trash pickup are made at the Homesite, the Owners shall place their garbage on their Homesite and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. Declarant and/or the solid waste hauler shall have the right to require that trash and garbage be put in receptacles for pickup, which receptacles shall be kept in the garage or at the rear of the Home out of sight from the street within an approved fenced or walled area. At any time that receptacles are required: (a) all receptacles will be removed from the curbside no later than sundown of the day of pickup, (b) all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle, and (c) in no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Home, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this Section, on a Homesite or on the Properties during construction of improvements to the Properties or construction of a Home. In the event any applicable garbage franchisee institutes a recycling program, Declarant reserves the right to require all Owners to participate in such program.

2.28 **Containers and Fuel Tanks**. All garbage and trash containers, bottled gas tanks, water softeners, and other similar tanks and containers shall be located in the garage or, subject to approval of the ARB, in the Rear Yard or a Side Yard adjacent to the Home (but in no event within any easements on the Homesite). Any such garbage or trash containers, bottled gas tanks, water softeners, and other similar containers located in the Rear Yard or Side Yard shall be located adjacent to the Home and, except for portable gas tanks typically used in connection with a propane grill, shall be installed underground or within an area screened by a wall, hedge, landscaping or fence which is not visible from any street or adjoining property.

2.29 **Gardens and Prohibited Plants**. Vegetable gardens may be grown only in the Rear Yard.

2.30 **Lighting**. All exterior lighting on any Homesite or Home must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Homesite upon which the lighting is erected. The Declarant shall have sole authority to determine whether exterior lighting constitutes an annoyance

or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the CDD, or any governmental entity.

2.31 **Driveways**. All driveways shall be constructed of concrete, and shall extend from the pavement of a street adjacent to the Homesite to the garage constructed on the Homesite. Driveways may be painted and designed with stamped concrete or pavers, provided that the design of the painting, stamped concrete, and pavers shall be harmonious with the design and color of the Home, and no murals, depictions, sayings, or other non-geometric designs shall be permitted. The Declarant shall have final discretion to determine whether driveway improvements are in compliance with this Section, and any Owner, prior to making any such improvements or changes to the driveway installed with the Initial Home, shall first obtain the written approval of the Declarant. No Owner or other person shall extend any street or road, or create any street or road upon its Homesite, and no Homesite may be used as ingress and egress to any other property.

2.32 **Mail boxes**. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner. All mail will be delivered to key-accessed mailbox installations in locations designated by the Declarant and approved by the United States postal service.

2.33 **Leases**. Leasing of all or any portion of a Home is restricted to residential uses for a minimum period of six (6) months. All leases shall be in writing, shall specify such residential restriction and shall provide that the Declarant shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. A copy of any such lease shall be delivered to the Declarant upon request. Each lease shall contain the following provision:

> "The lessee hereby acknowledges that this lease is subject to the *Declaration of Covenants and Restrictions for Middleton Unit No. 3A,* that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys fees."

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest, or licensee of a Home occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than six (6) months. The Declarant shall have the right to collect attorneys' fees against any occupant or tenant and the owner of the Home in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this Section.

2.34 **Water and Sewer Systems**. Each Homesite will be serviced by a central water and sewer system. Septic systems, and private potable water or irrigation wells are prohibited.

2.35 **Water Management District Compliance**. Declarant shall, in constructing each Initial Home, comply with the construction plans for the Surface Water Management System approved and on file with SWFWMD. No Owner of property within the Property may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and Plat, unless prior approval is received from SWFWMD, and if applicable, any other appropriate governmental agency having jurisdiction. Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the Surface Water Management System approved and on file with SWFWMD and if such maintenance of designated flow paths is not properly undertaken by Owner, then the Declarant (and/or the CDD) shall have the right, but not the obligation enter onto the Homesite and reconstruct the intended flow pattern, with any such entry by the Declarant not being deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant or the CDD will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant or the CDD in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.36 **Maintenance of Perimeter Fences**. Any fences or walls, or combination thereof, constructed along Tracts A, B, C, and D (collectively, the "**Perimeter Fence**") shall be maintained as follows: (i) for those portions of the Perimeter Fence lying between a Homesite and a Common Area of public right-of-way, then the exterior faces thereof (i.e., the faces of the Perimeter Fence facing away from any adjacent Homesites), but not any railings, shall be maintained by the CDD, and (ii) for the remainder of such Perimeter Fence, including but not limited to the structural integrity thereof, maintenance shall be the responsibility of the Owner (and if any repair or damage affects more than one Homesite, then each affected Owner shall proportionally share in the costs thereof). No Owner may paint, modify, alter, attach any object to, damage, or otherwise affect any portion of the Perimeter Fence, and Owners whose Homesites are adjacent to any portion of the Perimeter Fence shall pressure wash, when necessary, and clean the interior faces thereof (i.e., the faces of the Perimeter Fence facing towards the adjacent Homesite). Declarant shall maintain a fence plan detailing specifically which fences or walls are to be deemed portions of the Perimeter Fence, and said plan shall be made available to Owners and shall be conclusive. If the Owner fails to maintain any portion of the Perimeter Fence located on a Homesite as so required, the Declarant shall have the right (but not the obligation) to perform such maintenance, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions

under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.37 **Restrictions on Use of Common Areas; Water Features**. Common Areas shall only be used for the purposes for which they are intended (i.e., parking areas for parking, playgrounds for playing, retention areas for water retention and fishing, etc.). The Declarant may promulgate reasonable rules and regulations governing use of the Common Areas from time to time, and the same shall be binding upon Owners. Notwithstanding the foregoing however, Owners acknowledge that the lakes, ponds, basins, retention and detention areas, marsh areas or other water-related areas within or outside of the Property ("**Water Features**") are designed to detain, or retain, stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, such Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within any particular Water Feature at any given time is also subject to fluctuation due to droughts, floods, excessive rain and/or distribution due to irrigation activities. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level. Rules regarding access and use of the Water Features (i.e. fishing, boating, kayaking, etc.) shall be promulgated and enforced by the CDD, and each Owner, by acceptance of its Home and Homesite, acknowledges that it has no guaranty of a right to access or use any such Water Feature.

2.38 **Sounds**. All sounds emanating from a Home (whether from televisions, radios, computers, musical instruments, human voices, or otherwise) must be kept to a moderate level from 10:00 PM to one (1) hour before daylight.

2.39 **Solicitation**. Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Property.

2.40 **Rules and Regulations**. The Declarant reserves the right to establish such other reasonable rules and regulations governing the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of the Property, all of which will apply equally to the Owners. The rules and regulations may be contained in the AR Guidelines, or will become effective five (5) days following written notice to the Owners.

ARTICLE 3

PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATIONS; PROPERTY RIGHTS

3.1 **The Property**. The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

3.2 **Annexation**. Additional land adjacent to the Property may be annexed to the Property by the Declarant without the consent of the Owners, provided the annexation does not change the general nature or character of the subdivision. Upon annexation of said additional land, the Owners of Homesites within the land so annexed for all intents and purposes shall be deemed subject to the provisions of this Declaration, with the right to use the Common Areas identified herein, or identified within the supplemental declaration referred to hereafter. The Owners of the Homesites shall be subject to this Declaration and the rules and regulations contemplated hereby in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners, except as may be specifically set forth in such supplemental declaration. When land is annexed, the Declarant shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed.

3.3 **Owner's Easements of Enjoyment**. Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Homesite subject to the following provisions:

3.3.1 any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, Plat or other conveyance or agreement creating the right of the Declarant in and to that portion of the Common Areas, or creating the right of third parties in and to that portion of the Common Areas; and

3.3.2 the right of the Declarant to dedicate or transfer all or any part of the Common Areas to the CDD, or any other any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Declarant.

3.4 **Easement for Access and Drainage**. The CDD shall have a perpetual non-exclusive easement over all areas of the Storm Water Management System for access to operate, maintain or repair the system. By this easement the CDD shall have the right to enter upon any portion of any Homesite which is a part of the Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Storm Water Management System as required by the Southwest Florida Water Management District permit. Additionally, the CDD and the Declarant shall have a perpetual non-exclusive easement for drainage over the entire Storm Water Management System. No person shall alter the drainage flow of the Storm Water Management System, including buffer areas or swales, without the prior written approval of SWFWMD.

3.5 **Delegation of Use**. Any Owner shall delegate such Owner's right of enjoyment to the Common Areas and facilities to any tenant of the Home at the time of entering into a lease of the Home and Homesite (which lease shall be entered into in accordance with the terms of this Declaration). During any period in which Owner has so delegated such Owner's right of enjoyment, the Owner shall not have the right to exercise such right of enjoyment, it being the

intent that only the current occupant of the Home and such occupant's guests shall have the foregoing right of enjoyment.

3.6 **Construction and Sales**. There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Homesites), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Homesites within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Homesites.

3.7 **Common Area Utility Easements**. To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant as such Owner's agent and attorneys-in-fact with full power in such Owner's name, place and stead, to execute instruments creating, granting or modifying utility easements over the Common Areas; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

3.8 **Easements Over Homesites**. Easements and rights of way are hereby (a) reserved by Declarant for the construction, installation, and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cable, telephone, irrigation lines and other utilities, together with rights of ingress and egress necessary for the full utilization thereof, (b) reserved to the Declarant for the construction, installation, and maintenance of any portion of the Perimeter Fence located on such Homesites, and (c) reserved by Declarant for landscaping. Such easements and rights of way are hereby reserved and granted over: (i) a seven and one-half (7 ½) foot width along the Rear Yard Homesite lines, (ii) a ten (10) feet width along the Front Yard Homesite lines, and (iii) a five (5) feet width along the Side Yard Homesite lines. All such utilities and facilities in the easement along the Front Yard Homesite line shall be flush with, or below grade; provided however, the foregoing restriction shall not prohibit above grade utilities and facilities in those areas of the Front Yard easement that are also burdened by the Side Yard easement created in this Section 3.8. The Declarant shall have the right, in its sole discretion, to reduce the size of the easements granted in this Section 3.8 for any particular Homesite. Utility providers utilizing such easements covenant, as a condition to the right to use such easement, not to interfere with or disturb any equipment install within the easement area and to repair the grading and landscaping disturbed in connection with any utilization of said easement. In addition to the foregoing reservations, each Owner acknowledges that: (i) it shall maintain any landscaping and buffer yards installed in any special easement designated on the Plat; and (ii) allow Declarant to enter onto the Homesite for the purpose of installing any utilities, landscaping or buffer yard on such special easement, which shall not be deemed a trespass.

3.9 **Easements Reserved to Declarant**. The Declarant hereby reserves unto itself, the right to grant easements over, upon, under and across all Common Areas, including, but not limited

to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

ARTICLE 4

CDD

4.1 **Generally**. The CDD shall have such authority and perform those services consistent with Chapter 190 of the Florida Statutes with respect to the Property. Services shall include, but not be limited to the following:

4.1.1 Maintenance and repair of tracts conveyed to the CDD (whether by the Plat or otherwise), together with all improvements located thereon;

4.1.2 Maintenance and repair of areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public;

4.1.3 Pay for the cost of water and sewer provided by the applicable utility company serving the Property, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public (to the extent such costs are not paid directly by Owners);

4.1.4 Maintenance and repair of the Storm Water Management System, including drainage easements and drain pipes not maintained by other utility providers, or the City of Wildwood;

4.1.5 Maintenance and repair of the landscaping and irrigation on islands and cul-de-sacs located within the roadways, if any; and

4.1.6 Maintenance and repair of the Perimeter Fence in accordance with Section 2.36 hereof; and

4.1.7 Maintenance and repair, including structural repair, to the walls and/or fences located on or adjacent to Tract E of the Subdivision.

4.2 **Fees**. Each Owner, by acceptance of the deed to their Homesite, acknowledges and agrees that the CDD shall have the right to impose fees on such Homesite and Owner for the provision of amenities or other services, and that such fees may be in addition to any sums payable or due hereunder.

4.3 **Delegation**. The Declarant shall have the right to delegate its rights and obligations hereunder to the CDD (which shall be in addition, if applicable, to the services specified in Section 4.1), and which shall include the right to enforce, on Declarant's behalf, the provisions of Article 2 hereof.

ARTICLE 5

LIENS

5.1 **Liens**. All sums charged against any Owner, Home or Homesite by Declarant or its designee (including, but not limited to the CDD) with respect to the matters set forth herein, together with court costs, reasonable attorneys' fees, late charges and interest (at the statutory rate) shall be secured by an equitable charge and continuing lien on such Homesite. Such lien shall be superior to all other liens and encumbrances on such Parcel from and after the date of recording of a claim of lien in the public records by the Declarant or its designee. Declarant shall have the power and authority, in its sole judgment and discretion, to release the lien or to subordinate it to any other lien. The Declarant shall have the right to take any action it may determine to collect the sums evidenced by any such lien or institute an action to foreclose said lien. The costs of collecting any such lien (including attorneys fees and costs) shall be included in such lien.

ARTICLE 6

DEFAULTS

6.1 **Defaults**. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees of any of the provisions of this Declaration or the AR Guidelines, the Declarant shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Declarant, or if any similar violation is thereafter repeated, the Declarant may, at its option take any one or all of the following actions:

6.1.1 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

6.1.2 Commence an action to recover damages; and

6.1.3 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Declarant as provided herein, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Declarant in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Declarant in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be charged against the applicable Owner, shall be a lien on the Homesite, and shall be due upon written demand by the Declarant.

6.2 **Negligence**. An Owner shall be liable and may be charged by the Declarant for the expense of any maintenance, repairs or replacement rendered necessary by such Owner's act, neglect or carelessness.

6.3 **Responsibility of an Owner for Occupants, Tenants, Guests and Invitees**. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Home, and for all employees, tenants, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Declarant, the Owner shall be charged for same, which shall be a lien against such Owner's Homesite in accordance with the terms hereof. Furthermore, any violation of any of the provisions of this Declaration or the rules and regulations promulgated hereunder by any resident of any Home, or any guest or invitee of an Owner or of any resident of a Home shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

6.4 **Right of Declarant to Evict Tenants, Occupants, Guests, and Invitees**. With respect to any tenant or any person present in any Home or any portion of the Property, other than an Owner and the members of his or her immediate family permanently residing with him or her in the Home, if such person shall materially violate any provision of this Declaration or the rules and regulations promulgated hereunder, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Declarant or the CDD, then upon written notice by the Declarant such person shall be required to immediately leave the Property and if such person does not do so, the Declarant is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be charged to the applicable Owner payable within thirty (30) days of demand, and the Declarant may collect such sums and have a lien against the Home and the Owner for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Declarant.

6.5 **No Waiver**. The failure of the Declarant to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant to enforce such right, provision, covenant, or condition in the future.

6.6 **Rights Cumulative**. All rights, remedies and privileges granted to the Declarant pursuant to any terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Declarant thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

6.7 **Enforcement By or Against other Persons**. In addition to the foregoing, this Declaration may be enforced by Declarant (or its designee, which may include, but is not limited to the CDD), by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

6.8 **Delegation**. The Declarant shall have the right to delegate to the CDD its right to pursue the remedies and rights in this Article 6 as provided in Article 6 hereof, provided, however, that such delegation shall not limit the rights of Declarant hereunder.

ARTICLE 7

ARCHITECTURAL REVIEW

7.1 **Composition of Architectural Review Board**. The Declarant, acting in its own name or Declarant's appointed agent, shall constitute the Architectural Review Board (referred to herein as "**ARB**"). At such time as Declarant in its sole and absolute discretion shall determine, Declarant may, in lieu of continuing to serve as the ARB, transfer the authority to serve in that capacity to the CDD. The Declarant and/or the CDD, as applicable, may designate an agent or agent(s) from time to time to serve as the ARB.

7.2 **Matters Subject to Review**. After the Initial Home has been constructed and except for: (a) matters expressly reserved to the Declarant pursuant to the provisions of this Declaration and/or (b) matters which are expressly permitted in this Declaration without ARB review, no reconstruction, additions, alterations or modifications to the Home, or in the locations or utility connections of the Home, nor any buildings, fence, wall, outbuilding, landscaping or

other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without, in each instance, the prior written consent of the ARB; provided however that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article 7. Nothing contained herein shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure.

7.3 **Submission of Plans**. Prior to the initiation of construction upon any Homesite subject to the review of the ARB pursuant to Section 7.2, the Owner thereof shall first submit to the ARB any information deemed reasonably necessary by the ARB for the performance of its function. Such information may or may not include a complete set of plans and specifications for the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, and specifications of materials and exterior colors. As a precondition of approval of any plans and specifications or other materials submitted to it, the ARB may assess a reasonable fee, including a fee for initial review and approval and for inspections of construction to assure compliance with the approved plans and specifications and other materials.

7.4 **Plan Review**. Upon receipt by the ARB of all of the information required by this Article 7 for any matter requiring ARB review pursuant to this Declaration, the ARB shall have thirty (30) days in which to review said information. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; (iv) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit, (v) confirming that the improvements comply with the then-applicable AR Guidelines (or should be granted an exemption therefrom), and (vi) confirming that the proposed work complies with the construction plans for the Surface Water Management System approved and on file with SWFWMD. In the event that the ARB fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

7.5 **Contingent Approval**. In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans.

7.6 **Maintenance**. All buildings, fences, walls, outbuildings, landscaping, or other structures or improvements approved by the ARB shall be maintained in accordance with the Plans submitted to the ARB, and in good condition as determined by the ARB, all consistent with the requirements of Article 2 hereof. Without limiting the foregoing, all landscaping shall be maintained in a healthy condition. Any failure to maintain any such buildings, fence, wall, outbuilding, landscaping, or other structures or improvements in accordance with the approval

obtained from the ARB, and in reasonable condition as determined by the ARB, shall constitute a default hereunder, entitling the Declarant to pursue the remedies set forth therein, together with such other remedies are available at law or in equity.

7.7 **Non-Conforming Structures**. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARB. The Declarant may maintain an action at law or in equity for the removal or correction of the nonconforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

7.8 **Immunity of ARB Members**. No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Declarant shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice. Any approval given by the ARB, whether written, spoken, or implied, shall not constitute or imply compliance with this Declaration or any governmental regulations.

7.9 **Address for Notice**. Requests for approval or correspondence with the ARB shall be in writing and mailed or delivered to the principal office of the Declarant at that address, through an online process as may be established from time to time by Declarant, or such other address as may be designated from time to time by the Declarant. No correspondence or request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

7.10 **Variances**. The ARB may authorize variances in compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require and the other requirements of this Article 7 are met. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements and requirements imposed by any governmental or municipal authority.

7.11 **Attorneys Fees and Costs**. For all purposes necessary to enforce or construe this Article, the ARB and the Declarant, shall be entitled to collect reasonable attorneys fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the Declarant within fifteen (15) days of Declarant

providing to Owner a written notice thereof, the Declarant may place a lien on such Owner's Homesite in the amount of said fees, costs, and expenses against such Owner which lien shall constitute a lien on the Owner's Homesite pursuant to Section 5.1 and shall be collectible as set forth in this Declaration.

ARTICLE 8
COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

8.1 **No Partition**. Recognizing that the full use and enjoyment of any Homesite is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Homesites, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as set forth in Section 3.5 hereof, or otherwise as an appurtenance to and in the same transaction with, a transfer of title to a Homesite. Any conveyance or transfer of a Homesite shall include the right to use and enjoyment of the Common Areas appurtenant to such Homesite subject to reasonable rules and regulations promulgated by the Declarant for such use and employment, whether or not such rights shall have been described or referred to in the deed by which said Homesite is conveyed.

ARTICLE 9

AMENDMENTS TO DECLARATION

9.1 **General Amendments**. This Declaration may be amended by Declarant, without the consent of any other Owner, at any time that Declarant is an Owner, and after such time, then this Declaration may be amended by the affirmative vote or written consent of the Owners owning not less than two-thirds (2/3) of the Homesites. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant (even after such time as Declarant no longer is an Owner) without the prior written consent of the Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

9.2 **Additional Requirements for Amendments**. Any amendment to this Declaration which alters the Storm Water Management System, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of SWFWMD, notwithstanding any other provisions contained herein.

ARTICLE 10

STORM WATER MANAGEMENT SYSTEM

10.1 **Responsibility for Surface Water or Storm Water Management System**. Except for the obligations of Owners set forth in Section 2.35 hereof, the CDD shall be responsible for the maintenance, operation and repair of the Storm Water Management System. Maintenance of the Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by SWFWMD. The CDD, its successors and assigns, shall be responsible for such maintenance and operation (other than to the extent any other governmental body assumes responsibility for such maintenance and operation). Any repair or reconstruction of the Storm Water Management System shall be as permitted, or as modified, or as approved by SWFWMD.

10.2 **Enforcement**. SWFWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

ARTICLE 11

GENERAL PROVISIONS

11.1 **Parties Who May Seek Enforcement**. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, or any rules and regulations of the Declarant promulgated hereunder, it shall be lawful for Declarant and any Owner (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions or (b) to maintain proceedings in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all such violations or attempted violations or seeking any other legal or equitable relief available. Should any such party be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of sums due, including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof. Notwithstanding the foregoing, SWFWMD shall have the right to enforce, by proceeding in law

or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

11.2 **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.3 **Duration**. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Owners and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Homesites. Any revocation must be recorded.

11.4 **Transfer of Assets to Local Government**. The Declarant and/or the CDD may transfer Common Areas to any local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Declarant property to standards and conditions required by the local government.

11.5 **Litigation**. In any litigation arising out of, or relating to, this Declaration, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

11.6 **Development Agreement**. Each Owner, by acceptance of a deed to a Homesite, hereby automatically agrees that its Home, Homesite, all improvements and activities thereon and use thereof shall be subject to the Development Agreement, as it may be amended from time to time. Each Owner further acknowledges and agrees that Declarant, and its affiliates and assigns reserve the right to unilaterally amend the Development Agreement, including but not limited to, the right to add or incorporate additional lands and subdivisions to the property subject to the Development Agreement without the joinder of any Owner whatsoever, and each Owner waives any objection to such amendments of the Development Agreement.

[signature on following page]

DATED this 24 day of February, 2026.

WITNESSES:

Print Name: Zoey Devine McNeil
Address: 7580 Middleton Drive
Middleton, Florida 34762

Print Name: Jennifer L. Mutz
Address: 7580 Middleton Drive
Middleton, Florida 34762

THE VILLAGES DEVELOPMENT COMPANY LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Brandon Matulka, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me ☑ in person OR ☐ via online notarization this 24th day of February, 2026, by Brandon Matulka, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Print Name: Zoey Devine McNeil
Serial/Commission Number: _____
Commission Expires: _____

ZOEY DEVINE MCNEIL
Commission # HH 668718
Expires June 25, 2027

Erin C Munz, Sumter County Clerk of Court
Inst: 202660012409 Date: 03/12/2026 Time: 12:00PM
Page 27 of 28 B: 5074 P: 591 By: BO

Unit 3A - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
2	18'	10'	5'	7.5'
3	18'	10'	5'	7.5'
4	18'	10'	5'	7.5'
5	18'	10'	5'	7.5'
6	18'	10'	5'	7.5'
7	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
9	18'	10'	5'	7.5'
10	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
12	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
15	18'	10'	5'	7.5'
16	18'	10'	5'	7.5'

Erin C Munz, Sumter County Clerk of Court
Inst: 202660012409 Date: 03/12/2026 Time: 12:00PM
Page 28 of 28 B: 5074 P: 592 By: BO

Unit 3A - Corner Home Sites					
Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
1	18'	10'	10'	5'	7.5'
14	18'	10'	10'	5'	7.5'
17	18'	10'	10'	5'	7.5'

Declaration of Covenants and Restrictions for Middleton Unit No. 5

299.00
35.00 COPS
334.00

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 1 of 35 B: 4716 P: 40 By: BO

THIS INSTRUMENT PREPARED BY/RETURN TO:
Jennifer Slone Tobin, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1600
Orlando, FL 32801

DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 5

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 5 (the "**Declaration**") is made on _____, 2024, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company (The Villages Development Company, LLC, its successor and assigns, is hereinafter referred to as the "**Declarant**").

RECITALS

A. Declarant is the sole owner in fee simple of certain real property located in Sumter County, Florida, platted as Middleton Unit No. 5, as per plat thereof (the "**Plat**") recorded in Plat Book 22, at Pages 12 through 12A-K, Public Records of Sumter County, Florida (the "**Property**").

B. Declarant desires to provide for the preservation of values and maintenance of certain common facilities in the Property, and so desires to subject all of the Homesites and Homes (as each is hereinafter defined), and each part thereof (but not the tracts and other areas of the Property) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

1.1 "**Architectural Review Board**" or "**ARB**" shall mean the Declarant or its designee, as described in Section 7.1 hereof.

1.2 "**AR Guidelines**" shall mean the Architectural Review Manual for construction, operation and maintenance of Homes and Homesites within the Property, as adopted and amended by the Declarant from time to time.

1.3 "**CDD**" shall mean Middleton Community Development District A.

1.4 "**City**" shall mean the City of Wildwood, in the State of Florida.

1.5 "**Common Areas**" shall mean and refer to those areas of land within the Property which are intended to be used and enjoyed by all Owners of Homesites, which include without limitation, entry areas, entry gates, and sign islands; drainage retention areas; the Storm Water Management System; recreational areas, parks, postal facilities, and appurtenant parking areas; lands owned by or conveyed to the CDD per the Plat or otherwise; and all improvements now or hereafter constructed thereon, including, without limitation, walkways, paths, utilities, lighting systems, signage, structures, gates, access systems, recreational facilities, and landscaping; and together with all other improvements which are specifically described herein to be maintained by the CDD. All personal property and real property, including easements, licenses, leaseholds, or other real property interests, owned by the CDD or maintained by the CDD for the common use and enjoyment of the Owners or third parties, are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests, and persons occupying "*Homes*" on a guest or tenant basis, and third parties or other entities having a legal right to use the same, to the extent authorized by this Declaration.

1.6 "**County**" shall mean the County of Sumter, in the State of Florida.

1.7 "**Declarant**" shall mean and refer to The Villages Development Company, LLC, a Florida limited liability company.

1.8 "**Declaration**" shall mean and refer to this Declaration of Covenants and Restrictions for Middleton Unit No. 5 and any amendments and supplements thereto.

1.9 "**Development Agreement**" shall mean that certain The Villages of Southern Oaks Area B Chapter 163 Development Agreement, dated February 27, 2023, between The City of Wildwood, Florida, and The Villages Land Company, LLC, recorded in Official Records Book 4436, Page 101, Public Records of Sumter County, Florida, and as amended from time to time.

1.10 "**Front Yard**" shall mean the portion of each Homesite described by drawing a line through the centerpoint of any Home, which line runs parallel to the road or road right of way adjacent to the Homesite. The Front Yard shall be the portion of the Homesite on the side of the line so drawn lying nearest the road or road right-of-way. The Front Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the ARB shall be controlling and final.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 3 of 35 B: 4716 P: 42 By: BO

1.11 **"Home"** shall mean and refer to a detached single-family residential unit constructed on a Homesite for which a certificate of occupancy has been issued by the applicable governmental authorities.

1.12 **"Homesite"** shall mean and refer to any plot of land shown upon the Plat and designated as a numbered Homesite, and shall also include any plot of land shown upon any plat and designated as a numbered Homesite on property which is subsequently made subject to the terms of this Declaration in accordance with the provisions of Section 3.2 hereof.

1.13 **"Initial Home"** shall mean the initial home constructed on a Homesite by the Declarant, the plans for which shall be maintained by the Declarant.

1.14 **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "*Homesite*"; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.15 **"Plat"** shall mean and refer to the subdivision of Middleton Unit No. 5, as more particularly described in Recital A of this Declaration.

1.16 **"Property"** shall mean and refer to the property platted as Middleton Unit No. 5, as per the Plat, as well as any other real property subjected to the Declaration pursuant to Section 3.2 hereof.

1.17 **"Rear Yard"** shall mean the portion of each Homesite described by drawing a line through the center-point of any Home, which line runs parallel to the road or road right-of-way adjacent to the Homesite. The Rear Yard shall be the portion of the Homesite on the side of the line so drawn lying furthest from the road or road right-of-way. The Rear Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be the portion of the Homesite lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined herein the determination of the ARB shall be controlling and final.

1.18 **"Side Yard"** shall mean the portions of each Homesite described by drawing a line through the point of the Home which extends the furthest into the Front Yard, which line runs parallel to the road or road right-of-way adjacent to the Homesite, and by drawing a line through the point of the Home that extends the furthest into the Rear Yard, which lines runs parallel to the line previously described. The Side Yard shall be all portions of the Homesite, exclusive of the Home, lying between the two lines so described. In the case of any dispute as to the location of the Side Yard as defined herein, the determination of the ARB shall be controlling and final.

1.19 **"Storm Water Management System"** shall mean and refer to a system, temporary or permanent, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit,

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 4 of 35 B: 4716 P: 43 By: BO

treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted by SWFMD pursuant to the provisions of Chapters 62-330 of the Florida Administrative Code, as the same may be from time to time amended, supplemented, or replaced by other provisions of Florida law.

1.20 **"SWFMD"** shall mean the Southwest Florida Water Management District.

ARTICLE 2

USE RESTRICTIONS

2.1 **Use Restrictions**. The use restrictions contained in this Article shall apply uniformly to all Homesites and Homes on the Property except that, unless specifically set forth herein to the contrary, they shall not apply to the activities of the Declarant or the CDD within the Common Areas or easements, including construction of improvements by the Declarant or the CDD other than Homes.

2.2 **Residential Use Only**. No Homesite or Home shall be used for any purpose except for residential use. No commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite. No building shall be erected, altered, placed or permitted to remain on any Homesite other than Homes designated for residential use, with attached or detached private garages. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Homes as models or offices. No mobile homes shall be permitted on the Property.

2.3 **Development Standards**.

2.3.1 Square Footage. Homes shall always contain at least the square footage of living area contained in the Initial Home constructed on the Homesite by the Declarant. Living area includes only areas that are heated and cooled but expressly excludes garages, open porches, decks, and atriums, whether or not heated and cooled.

2.3.2 Roof Pitch. The minimum roof pitch for the main portion of the Home (excluding covered porches and decorative elements) shall be 4:12, or such greater steepness as was built for the Initial Home constructed on the Homesite by the Declarant.

2.3.3 Construction Type. Homes shall be conventionally built Homes. The Declarant shall construct the Initial Home on each Homesite.

2.3.4 Easements. No building or other vertical improvements shall be made within the easements created in favor of Declarant under this Declaration or in the Plat without the prior written approval of Declarant.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 5 of 35 B: 4716 P: 44 By: BO

2.3.5 Setbacks. Each Homesite and the Home constructed thereon (and any reconstruction, repair, addition or other vertical improvement) shall comply, in addition to all other requirements herein, with the setback requirements specified on **Exhibit A** attached hereto and made a part hereof.

2.4 **Subdivision - Multi Units**. Only one Home may be erected on each Homesite. No Homesite may be subdivided.

2.5 **No Temporary or Accessory Structures**. Except as set forth in Section 2.9 with respect to detached garages, no portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Homesite for storage or otherwise; provided, however that this prohibition shall not apply to: (a) shelters used by the Declarant or a licensed contractor during the construction of any Home; or (b) pergolas covering walkways on the Homesite, which match the general aesthetic of the Home if approved by the ARB.

2.6 **Livestock and Animal Restrictions**. No animal shall be kept or maintained on any Homesite (including but not limited to in the Home) except conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Homesites. Without limiting the foregoing, horses, cattle, pigs, and chickens are not allowed. The Declarant shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Homesites. Such permitted animals shall be kept on the Owner's Homesite and shall not be allowed off the premises of the Owner's Homesite except under restraint and in the company of the Owner, a member of the Owner's family, or servant. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

2.7 **Restriction on Activity**. No noxious or offensive activity shall be conducted or permitted to exist upon any Homesite or in any Home, nor shall anything be done or permitted to exist on any Homesite or in any Home that may be or may become an annoyance or private or public nuisance. No Homesite, driveway, or Common Area shall be used for purposes of vehicle repair or maintenance. This restriction shall not apply to activities conducted by the Declarant in the construction, sale or maintenance of improvements upon the Property.

2.8 **Restrictions on Walls and Fences; Hedges**. No wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Homesite; provided however, fences or walls located in the Rear Yard and Side Yard shall be permitted only if (a) the design and materials are consistent with the then-applicable AR Guidelines, and (b) the Owner receives prior written approval of the ARB as to the specific location of the fence(s) or walls. No wall or fence may be painted or altered in appearance after installation, unless the foregoing criteria are met prior to such painting or alteration. All walls and fences must be maintained and repaired in good condition, and all hedges must be neatly trimmed.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 6 of 35 B: 4716 P: 45 By: BO

2.9 **Garages**. Each Home shall have either an attached or detached garage. No Owner may change the nature of the garage (i.e. attached or detached) from that installed as a part of the Initial Home (whether in connection with a remodel, repair or a rebuild). Garages must be maintained operational for the storage of automobiles, boats, and other motor vehicles. Garage doors shall be predominantly opaque and remain closed except when in actual use to allow ingress and egress into the garage, and any change in garage door from that installed for the Initial Home must be consistent in design with the aesthetics of the Home and the surrounding neighborhood. The addition of carports that are of a design, material and appearance uniform with that of the Initial Home may be permitted if consistent with the then-applicable AR Guidelines and if the Owner receives prior written approval of the ARB as to the location, design and aesthetic of the carport.

2.10 **Insect Control; Fire Control; Trash Removal**. In order to implement effective insect, reptile, rodent, and fire control, the Declarant and its agents shall have the right, but not the duty, to enter upon any Homesite, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Declarant and its agents may enter upon such land to remove any trash which has collected on such Homesite or Home without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Homesite nor to provide garbage or trash removal services. Any and all costs incurred by the Declarant in exercising its rights under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.11 **Clothes Lines**. No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Homesite.

2.12 **Exterior Antennas, etc**. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Homesite or Home thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Homes only if such dishes are mounted to those portions of the Home directly facing the Side Yard or the Rear Yard of the Homesite.

2.13 **Exterior Paint**. The only color paints that may be used on the exterior of any Home are (a) the same palette of exterior paint (i.e. dominant and accent colors) used on the Initial Home in the same location as used on the Initial Home; or (b) any other palette of exterior paints as contained at the time of repainting in the then-applicable AR Guidelines, with the applicable colors of the palette being applied to the designated portion of the Home (i.e. main Home vs. trim) as provided in the AR Guidelines, provided, however, that at the time of repainting, neither Home immediately adjacent to the Home being painted is painted with that same color palette.

2.14 **Signs**. No sign (whether commercial, political, personal, "for sale", "for rent" or otherwise) shall be erected or maintained on any Homesite or Home within public view except as may be required by legal proceedings. Such prohibition shall apply to commercial real estate signs advertising a particular Homesite or Home for sale or for rent. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Homesite or Home.

2.15 **Exterior Maintenance**. Each individual Owner shall have the responsibility to maintain the exterior of their respective Home in good condition. In addition to the foregoing, the Declarant shall have the right, but not the duty, to provide maintenance to any exterior areas visible from the roads or adjacent Homesites, including repairs to walls and roofs, painting, landscaping, and lawn maintenance. The Declarant shall have the right (but not the obligation) to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Home to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Declarant in performing repairs and maintenance under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.16 **Allowable Trim and Decoration**. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, without the prior written consent of the Declarant, and the Declarant shall only grant approval therefor if such improvements are consistent in design and color of the applicable Home, and consistent with the then-applicable AR Guidelines. All other outside decorations and ornaments, whether affixed to the Home or placed elsewhere on the Homesite, are prohibited. This restriction shall not apply to holiday decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, nor shall apply to any holiday decorations from the period commencing on Thanksgiving and extending until January 10th of the following year. Notwithstanding the foregoing, the Declarant may prohibit or restrict decorations which it determines, in its sole discretion, create a hardship on, or nuisance to, neighboring property, or otherwise interferes with the quiet and peaceful

enjoyment by any other Owner of that Owner's Homesite. This restriction shall also not apply to a single flag pole which may not, however, extend higher than 22'.

2.17 **Window Tinting**. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the Declarant.

2.18 **Unit Air Conditioners**. No air conditioning units may be mounted to windows or walls unless the location, method of installation and appearance has been approved in writing by the Declarant. It is the intention of this provision to authorize the Declarant to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds; provided, however, that the Declarant shall not unreasonably withhold its approval of split systems which are compliant with the then-applicable AR Guidelines. All other air conditioning units shall be located in the Rear Yard or Side Yard and shall be effectively screened by plant matter or opaque fencing as required by the then-applicable AR Guidelines.

2.19 **Interior Maintenance**. Each individual Owner shall have the responsibility to maintain the interior of their respective Home in such fashion so as not to create a health or safety hazard to adjoining Homes or to create a nuisance.

2.20 **Vehicles**. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle or an Owner's vehicle used for their occupation, shall be parked or maintained on any Homesite or public right-of-way, except in an enclosed garage. No private passenger vehicle or Owner's occupational vehicle containing hazardous materials, fuel for other vehicles, noxious or offensive materials shall be parked or maintained on any Homesite or public right-of-way. No private passenger vehicle or Owner's occupational vehicle in excess of 1 ton size shall be parked or maintained on any Homesite or public right-of-way.

2.21 **Construction on Homesites**.

2.21.1 All construction on any Home shall be completed within twelve (12) months from the issuance of the building permit for that Home; provided, however that such restriction shall not apply to the construction of the Initial Home. If any construction on a Homesite, once commenced is discontinued for a period of at least sixty (60) consecutive days, the ARB and/or the Declarant shall have the right, in addition to any other rights and remedies hereunder, to require the Owner to raze (or repair any unsightliness caused by) all partially completed improvements on the Homesite, remove all debris and rubble, fill in all foundations, and/or return the Homesite to grade and landscape the entire Homesite with sod per the provisions of Section 2.23 hereof (to be maintained per Section 2.15 hereof), within thirty (30) days following written notice from the ARB or the Declarant.

2.21.2 All construction on any Homesite (including any remodeling or rebuild following a casualty) shall be: (a) subject to the provisions of Article 7 hereof, including the plan review provisions thereof; (b) subject to any approval rights of Declarant contained herein; and (c)

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 9 of 35 B: 4716 P: 48 By: BO

at that Homesite Owner's risk. Homesite Owner shall be responsible for any damage to Common Areas, other Homesites, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Homesite. Repairs of construction damage must be made by the Owner within thirty (30) days.

2.21.3 If the Owner fails to timely take the actions required under Sections 2.21.1 or 2.21.2 hereof, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite or upon the exterior of any Home for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section (whether on the Owner's Homesite, any other Homesite, any Common Areas, utilities, public rights-of-way, sidewalks or curbing) shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.22 **Recreational Equipment**. All recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard. Any other recreational equipment shall be kept within the Home except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Home.

2.23 **Grassed Areas and Yards**. All sodded areas on a Homesite shall be serviced by an in-ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Homesite in a neat, clean, orderly and healthy condition. Each Owner shall also maintain all sodded areas between the Owner's Homesite and the pavement of any adjacent paved street. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All areas of the yard that are not landscaped must be sodded. All grass shall be of a type approved for use in the then-applicable AR Guidelines. Sodded areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. Owners may expand the size of, and create additional landscaped areas only upon prior written consent of the Declarant. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Home, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Home. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Homesite including any easements located on or adjacent thereto, including front, side, and rear road and utility easements. Owners are encouraged to and may add and replace landscape that is more

water-conservative and draught-tolerant than provided with the Initial Home, however, any such alterations visible from roadways or Common Areas must receive the prior written approval of the ARB, which shall require, at a minimum, that the aesthetics of such landscaping be compatible with the Home and the surrounding neighborhood.

2.23.1 **Vacant Homesites**. The grassy areas of any vacant Homesites shall be kept regularly mowed and trimmed, and all areas of vacant Homesites shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. If the Owner fails to maintain a vacant Homesite as so required, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.24 **Pools; Spas**. No above-ground pools are permitted within the Property. Above ground spas are permitted within the Property. All spas and in-ground pools shall include a paved patio extending from the Home and completely surrounding the pool and spa and shall be located in the Rear Yard. All pool and spa enclosures, including screening, must be approved by the Declarant.

2.25 **Compliance With Development Agreement**. No Homesite or Home may, at any time, be used in a way contrary to, or which would create a violation of any terms contained in the Development Agreement, as amended from time to time.

2.26 **Storage**. No items may be stored on a Homesite outside a Home or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, and equipment shall be stored by an Owner out of view, except when in use. If the Owner fails to comply with the foregoing requirements, the Declarant shall have the right (but not the obligation) to enter upon any Homesite for the purpose of removing any such unpermitted items, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 11 of 35 B: 4716 P: 50 By: BO

2.27 **Household Garbage and Yard Trash**. The Declarant will designate a solid waste hauler to service the Property and each Home must use and pay for garbage services provided by the solid waste hauler selected by the Declarant. Charges for trash service shall commence on the date the Owner purchase its Homesite and Home, and that the fees for such service is payable on a year-round basis, regardless of use or occupancy. No Homesite Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Homesite, except for the removal of lawn waste by a tree removal or landscaping service. No Homesite or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in the garage. On those days and only on those days when garbage pickup or trash pickup are made at the Homesite, the Owners shall place their garbage on their Homesite and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. Declarant and/or the solid waste hauler shall have the right to require that trash and garbage be put in receptacles for pickup, which receptacles shall be kept in the garage or at the rear of the Home out of sight from the street within an approved fenced or walled area. At any time that receptacles are required: (a) all receptacles will be removed from the curbside no later than sundown of the day of pickup, (b) all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle, and (c) in no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Home, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this Section, on a Homesite or on the Properties during construction of improvements to the Properties or construction of a Home. In the event any applicable garbage franchisee institutes a recycling program, Declarant reserves the right to require all Owners to participate in such program.

2.28 **Containers and Fuel Tanks**. All garbage and trash containers, bottled gas tanks, water softeners, and other similar tanks and containers shall be located in the garage or, subject to approval of the ARB, in the Rear Yard or a Side Yard adjacent to the Home (but in no event within any easements on the Homesite). Any such garbage or trash containers, bottled gas tanks, water softeners, and other similar containers located in the Rear Yard or Side Yard shall be located adjacent to the Home and, except for portable gas tanks typically used in connection with a propane grill, shall be installed underground or within an area screened by a wall, hedge, landscaping or fence which is not visible from any street or adjoining property.

2.29 **Gardens and Prohibited Plants**. Vegetable gardens may be grown only in the Rear Yard.

2.30 **Lighting**. All exterior lighting on any Homesite or Home must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Homesite upon which the lighting is erected. The Declarant shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the CDD, or any governmental entity.

2.31 **Driveways**. All driveways shall be constructed of concrete, and shall extend from the pavement of a street adjacent to the Homesite to the garage constructed on the Homesite. Driveways may be painted and designed with stamped concrete or pavers, provided that the design of the painting, stamped concrete, and pavers shall be harmonious with the design and color of the Home, and no murals, depictions, sayings, or other non-geometric designs shall be permitted. The Declarant shall have final discretion to determine whether driveway improvements are in compliance with this Section, and any Owner, prior to making any such improvements or changes to the driveway installed with the Initial Home, shall first obtain the written approval of the Declarant. No Owner or other person shall extend any street or road, or create any street or road upon its Homesite, and no Homesite may be used as ingress and egress to any other property.

2.32 **Mail boxes**. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner. All mail will be delivered to key-accessed mailbox installations in locations designated by the Declarant and approved by the United States postal service.

2.33 **Leases**. Leasing of all or any portion of a Home is restricted to residential uses for a minimum period of six (6) months. All leases shall be in writing, shall specify such residential restriction and shall provide that the Declarant shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. A copy of any such lease shall be delivered to the Declarant upon request. Each lease shall contain the following provision:

> "The lessee hereby acknowledges that this lease is subject to the *Declaration of Covenants and Restrictions for Middleton Unit No. 5*, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys fees."

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest, or licensee of a Home occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than six (6) months. The Declarant shall have the right to collect attorneys' fees against any occupant or tenant and the owner of the Home in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this Section.

2.34 **Water and Sewer Systems**. Each Homesite will be serviced by a central water and sewer system. Septic systems, and private potable water or irrigation wells are prohibited.

2.35 **Water Management District Compliance**. Declarant shall, in constructing each Initial Home, comply with the construction plans for the Surface Water Management System approved and on file with SWFWMD. No Owner of property within the Property may construct

or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and Plat, unless prior approval is received from SWFWMD, and if applicable, any other appropriate governmental agency having jurisdiction. Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the Surface Water Management System approved and on file with SWFWMD and if such maintenance of designated flow paths is not properly undertaken by Owner, then the Declarant (and/or the CDD) shall have the right, but not the obligation enter onto the Homesite and reconstruct the intended flow pattern, with any such entry by the Declarant not being deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant or the CDD will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant or the CDD in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.36 **Maintenance of Perimeter Fences**. Any fences or walls, or combination thereof, constructed along: (a) the rear lot lines of Homesites 5 through 29, and 115 through 126; and (b) the southerly boundary of Homesite 30 (collectively, the "**Perimeter Fence**") shall be maintained as follows: (i) for those portions of the Perimeter Fence lying between a Homesite and a Common Area of public right-of-way, then the exterior faces thereof (i.e., the faces of the Perimeter Fence facing away from any adjacent Homesites) shall be maintained by the CDD, and (ii) for the remainder of such Perimeter Fence, including but not limited to the structural integrity thereof, maintenance shall be the responsibility of the Owner (and if any repair or damage affects more than one Homesite, then each affected Owner shall proportionally share in the costs thereof). No Owner may paint, modify, alter, attach any object to, damage, or otherwise affect any portion of the Perimeter Fence, and Owners whose Homesites are adjacent to any portion of the Perimeter Fence shall pressure wash, when necessary, and clean the interior faces thereof (i.e., the faces of the Perimeter Fence facing towards the adjacent Homesite). Declarant shall maintain a fence plan detailing specifically which fences or walls are to be deemed portions of the Perimeter Fence, and said plan shall be made available to Owners and shall be conclusive. If the Owner fails to maintain any portion of the Perimeter Fence located on a Homesite as so required, the Declarant shall have the right (but not the obligation) to perform such maintenance, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 14 of 35 B: 4716 P: 53 By: BO

2.37 **Restrictions on Use of Common Areas; Water Features**. Common Areas shall only be used for the purposes for which they are intended (i.e., parking areas for parking, playgrounds for playing, retention areas for water retention and fishing, etc.). The Declarant may promulgate reasonable rules and regulations governing use of the Common Areas from time to time, and the same shall be binding upon Owners. Notwithstanding the foregoing however, Owners acknowledge that the lakes, ponds, basins, retention and detention areas, marsh areas or other water-related areas within or outside of the Property ("**Water Features**") are designed to detain, or retain, stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, such Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within any particular Water Feature at any given time is also subject to fluctuation due to droughts, floods, excessive rain and/or distribution due to irrigation activities. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level. Rules regarding access and use of the Water Features (i.e. fishing, boating, kayaking, etc.) shall be promulgated and enforced by the CDD, and each Owner, by acceptance of its Home and Homesite, acknowledges that it has no guaranty of a right to access or use any such Water Feature.

2.38 **Sounds**. All sounds emanating from a Home (whether from televisions, radios, computers, musical instruments, human voices, or otherwise) must be kept to a moderate level from 10:00 PM to one (1) hour before daylight.

2.39 **Solicitation**. Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Property.

2.40 **Rules and Regulations**. The Declarant reserves the right to establish such other reasonable rules and regulations governing the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of the Property, all of which will apply equally to the Owners. The rules and regulations may be contained in the AR Guidelines, or will become effective five (5) days following written notice to the Owners.

ARTICLE 3

PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATIONS; PROPERTY RIGHTS

3.1 **The Property**. The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

3.2 **Annexation**. Additional land adjacent to the Property may be annexed to the Property by the Declarant without the consent of the Owners, provided the annexation does not change the general nature or character of the subdivision. Upon annexation of said additional land,

the Owners of Homesites within the land so annexed for all intents and purposes shall be deemed subject to the provisions of this Declaration, with the right to use the Common Areas identified herein, or identified within the supplemental declaration referred to hereafter. The Owners of the Homesites shall be subject to this Declaration and the rules and regulations contemplated hereby in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners, except as may be specifically set forth in such supplemental declaration. When land is annexed, the Declarant shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed.

3.3 **Owner's Easements of Enjoyment**. Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Homesite subject to the following provisions:

3.3.1 any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, Plat or other conveyance or agreement creating the right of the Declarant in and to that portion of the Common Areas, or creating the right of third parties in and to that portion of the Common Areas; and

3.3.2 the right of the Declarant to dedicate or transfer all or any part of the Common Areas to the CDD, or any other any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Declarant.

3.4 **Easement for Access and Drainage**. The CDD shall have a perpetual non-exclusive easement over all areas of the Storm Water Management System for access to operate, maintain or repair the system. By this easement the CDD shall have the right to enter upon any portion of any Homesite which is a part of the Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Storm Water Management System as required by the Southwest Florida Water Management District permit. Additionally, the CDD and the Declarant shall have a perpetual non-exclusive easement for drainage over the entire Storm Water Management System. No person shall alter the drainage flow of the Storm Water Management System, including buffer areas or swales, without the prior written approval of SWFWMD.

3.5 **Delegation of Use**. Any Owner shall delegate such Owner's right of enjoyment to the Common Areas and facilities to any tenant of the Home at the time of entering into a lease of the Home and Homesite (which lease shall be entered into in accordance with the terms of this Declaration). During any period in which Owner has so delegated such Owner's right of enjoyment, the Owner shall not have the right to exercise such right of enjoyment, it being the intent that only the current occupant of the Home and such occupant's guests shall have the foregoing right of enjoyment.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 16 of 35 B: 4716 P: 55 By: BO

3.6 **Construction and Sales**. There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Homesites), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Homesites within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Homesites.

3.7 **Common Area Utility Easements**. To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant as such Owner's agent and attorneys-in-fact with full power in such Owner's name, place and stead, to execute instruments creating, granting or modifying utility easements over the Common Areas; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

3.8 **Easements Over Homesites**. Easements and rights of way are hereby (a) reserved by Declarant for the construction, installation, and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cable, telephone, irrigation lines and other utilities, together with rights of ingress and egress necessary for the full utilization thereof, (b) reserved to the Declarant for the construction, installation, and maintenance of any portion of the Perimeter Fence located on such Homesites, and (c) reserved by Declarant for landscaping. Such easements and rights of way are hereby reserved and granted over: (i) a seven and one-half (7 ½) foot width along the Rear Yard Homesite lines, (ii) a ten (10) feet width along the Front Yard Homesite lines, and (iii) a five (5) feet width along the Side Yard Homesite lines. All such utilities and facilities in the easement along the Front Yard Homesite line shall be flush with, or below grade; provided however, the foregoing restriction shall not prohibit above grade utilities and facilities in those areas of the Front Yard easement that are also burdened by the Side Yard easement created in this Section 3.8. The Declarant shall have the right, in its sole discretion, to reduce the size of the easements granted in this Section 3.8 for any particular Homesite. Utility providers utilizing such easements covenant, as a condition to the right to use such easement, not to interfere with or disturb any equipment install within the easement area and to repair the grading and landscaping disturbed in connection with any utilization of said easement. In addition to the foregoing reservations, each Owner acknowledges that: (i) it shall maintain any landscaping and buffer yards installed in any special easement designated on the Plat; and (ii) allow Declarant to enter onto the Homesite for the purpose of installing any utilities, landscaping or buffer yard on such special easement, which shall not be deemed a trespass.

3.9 **Easements Reserved to Declarant**. The Declarant hereby reserves unto itself, the right to grant easements over, upon, under and across all Common Areas, including, but not limited to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public

conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

ARTICLE 4

CDD

4.1 **Generally**. The CDD shall have such authority and perform those services consistent with Chapter 190 of the Florida Statutes with respect to the Property. Services shall include, but not be limited to the following:

4.1.1 Maintenance and repair of tracts conveyed to the CDD (whether by the Plat or otherwise), together with all improvements located thereon;

4.1.2 Maintenance and repair of areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public;

4.1.3 Pay for the cost of water and sewer provided by the applicable utility company serving the Property, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public (to the extent such costs are not paid directly by Owners);

4.1.4 Maintenance and repair of the Storm Water Management System, including drainage easements and drain pipes not maintained by other utility providers, or the City of Wildwood;

4.1.5 Maintenance and repair of the landscaping and irrigation on islands and cul-de-sacs located within the roadways, if any; and

4.1.6 Maintenance and repair of the Perimeter Fence in accordance with Section 2.36 hereof; and

4.1.7 Maintenance and repair, including structural repair, to the walls and/or fences located on or adjacent to Tracts I, J, K, and L of the subdivision

4.2 **Fees**. Each Owner, by acceptance of the deed to their Homesite, acknowledges and agrees that the CDD shall have the right to impose fees on such Homesite and Owner for the provision of amenities or other services, and that such fees may be in addition to any sums payable or due hereunder.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 18 of 35 B: 4716 P: 57 By: BO

4.3 **Delegation**. The Declarant shall have the right to delegate its rights and obligations hereunder to the CDD (which shall be in addition, if applicable, to the services specified in Section 4.1), and which shall include the right to enforce, on Declarant's behalf, the provisions of Article 2 hereof.

ARTICLE 5

LIENS

5.1 **Liens**. All sums charged against any Owner, Home or Homesite by Declarant or its designee (including, but not limited to the CDD) with respect to the matters set forth herein, together with court costs, reasonable attorneys' fees, late charges and interest (at the statutory rate) shall be secured by an equitable charge and continuing lien on such Homesite. Such lien shall be superior to all other liens and encumbrances on such Parcel from and after the date of recording of a claim of lien in the public records by the Declarant or its designee. Declarant shall have the power and authority, in its sole judgment and discretion, to release the lien or to subordinate it to any other lien. The Declarant shall have the right to take any action it may determine to collect the sums evidenced by any such lien or institute an action to foreclose said lien. The costs of collecting any such lien (including attorneys fees and costs) shall be included in such lien.

ARTICLE 6

DEFAULTS

6.1 **Defaults**. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees of any of the provisions of this Declaration or the AR Guidelines, the Declarant shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Declarant, or if any similar violation is thereafter repeated, the Declarant may, at its option take any one or all of the following actions:

6.1.1 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

6.1.2 Commence an action to recover damages; and

6.1.3 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration,

improvement or change which has not been approved by the Declarant as provided herein, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Declarant in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Declarant in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be charged against the applicable Owner, shall be a lien on the Homesite, and shall be due upon written demand by the Declarant.

6.2 **Negligence**. An Owner shall be liable and may be charged by the Declarant for the expense of any maintenance, repairs or replacement rendered necessary by such Owner's act, neglect or carelessness.

6.3 **Responsibility of an Owner for Occupants, Tenants, Guests and Invitees**. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Home, and for all employees, tenants, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Declarant, the Owner shall be charged for same, which shall be a lien against such Owner's Homesite in accordance with the terms hereof. Furthermore, any violation of any of the provisions of this Declaration or the rules and regulations promulgated hereunder by any resident of any Home, or any guest or invitee of an Owner or of any resident of a Home shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

6.4 **Right of Declarant to Evict Tenants, Occupants, Guests, and Invitees**. With respect to any tenant or any person present in any Home or any portion of the Property, other than an Owner and the members of his or her immediate family permanently residing with him or her in the Home, if such person shall materially violate any provision of this Declaration or the rules and regulations promulgated hereunder, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Declarant or the CDD, then upon written notice by the Declarant such person shall be required to immediately leave the Property and if such person does not do so, the Declarant is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be charged to the applicable Owner payable within thirty (30) days of demand, and the Declarant may collect such sums and have a lien against the Home and the Owner for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Declarant.

6.5 **No Waiver**. The failure of the Declarant to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant to enforce such right, provision, covenant, or condition in the future.

6.6 **Rights Cumulative**. All rights, remedies and privileges granted to the Declarant pursuant to any terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Declarant thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

6.7 **Enforcement By or Against other Persons**. In addition to the foregoing, this Declaration may be enforced by Declarant (or its designee, which may include, but is not limited to the CDD), by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

6.8 **Delegation**. The Declarant shall have the right to delegate to the CDD its right to pursue the remedies and rights in this Article 6 as provided in Article 6 hereof, provided, however, that such delegation shall not limit the rights of Declarant hereunder.

ARTICLE 7

ARCHITECTURAL REVIEW

7.1 **Composition of Architectural Review Board**. The Declarant, acting in its own name or Declarant's appointed agent, shall constitute the Architectural Review Board (referred to herein as "**ARB**"). At such time as Declarant in its sole and absolute discretion shall determine, Declarant may, in lieu of continuing to serve as the ARB, transfer the authority to serve in that capacity to the CDD. The Declarant and/or the CDD, as applicable, may designate an agent or agent(s) from time to time to serve as the ARB.

7.2 **Matters Subject to Review**. After the Initial Home has been constructed and except for: (a) matters expressly reserved to the Declarant pursuant to the provisions of this Declaration and/or (b) matters which are expressly permitted in this Declaration without ARB review, no reconstruction, additions, alterations or modifications to the Home, or in the locations or utility connections of the Home, nor any buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without, in each instance, the prior written consent of the ARB; provided however that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 21 of 35 B: 4716 P: 60 By: BO

provisions of this Article 7. Nothing contained herein shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure.

7.3 **Submission of Plans**. Prior to the initiation of construction upon any Homesite subject to the review of the ARB pursuant to Section 7.2, the Owner thereof shall first submit to the ARB any information deemed reasonably necessary by the ARB for the performance of its function. Such information may or may not include a complete set of plans and specifications for the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, and specifications of materials and exterior colors. As a precondition of approval of any plans and specifications or other materials submitted to it, the ARB may assess a reasonable fee, including a fee for initial review and approval and for inspections of construction to assure compliance with the approved plans and specifications and other materials.

7.4 **Plan Review**. Upon receipt by the ARB of all of the information required by this Article 7 for any matter requiring ARB review pursuant to this Declaration, the ARB shall have thirty (30) days in which to review said information. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; (iv) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit, (v) confirming that the improvements comply with the then-applicable AR Guidelines (or should be granted an exemption therefrom), and (vi) confirming that the proposed work complies with the construction plans for the Surface Water Management System approved and on file with SWFWMD. In the event that the ARB fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

7.5 **Contingent Approval**. In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans.

7.6 **Maintenance**. All buildings, fences, walls, outbuildings, landscaping, or other structures or improvements approved by the ARB shall be maintained in accordance with the Plans submitted to the ARB, and in good condition as determined by the ARB, all consistent with the requirements of Article 2 hereof. Without limiting the foregoing, all landscaping shall be maintained in a healthy condition. Any failure to maintain any such buildings, fence, wall, outbuilding, landscaping, or other structures or improvements in accordance with the approval obtained from the ARB, and in reasonable condition as determined by the ARB, shall constitute a default hereunder, entitling the Declarant to pursue the remedies set forth therein, together with such other remedies are available at law or in equity.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 22 of 35 B: 4716 P: 61 By: BO

7.7 **Non-Conforming Structures**. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARB. The Declarant may maintain an action at law or in equity for the removal or correction of the nonconforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

7.8 **Immunity of ARB Members**. No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Declarant shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice. Any approval given by the ARB, whether written, spoken, or implied, shall not constitute or imply compliance with this Declaration or any governmental regulations.

7.9 **Address for Notice**. Requests for approval or correspondence with the ARB shall be in writing and mailed or delivered to the principal office of the Declarant at that address, through an online process as may be established from time to time by Declarant, or such other address as may be designated from time to time by the Declarant. No correspondence or request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

7.10 **Variances**. The ARB may authorize variances in compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require and the other requirements of this Article 7 are met. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements and requirements imposed by any governmental or municipal authority.

7.11 **Attorneys Fees and Costs**. For all purposes necessary to enforce or construe this Article, the ARB and the Declarant, shall be entitled to collect reasonable attorneys fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the Declarant within fifteen (15) days of Declarant providing to Owner a written notice thereof, the Declarant may place a lien on such Owner's Homesite in the amount of said fees, costs, and expenses against such Owner which lien shall constitute a lien on the Owner's Homesite pursuant to Section 5.1 and shall be collectible as set forth in this Declaration.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 23 of 35 B: 4716 P: 62 By: BO

ARTICLE 8
COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

8.1 **No Partition**. Recognizing that the full use and enjoyment of any Homesite is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Homesites, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as set forth in Section 3.5 hereof, or otherwise as an appurtenance to and in the same transaction with, a transfer of title to a Homesite. Any conveyance or transfer of a Homesite shall include the right to use and enjoyment of the Common Areas appurtenant to such Homesite subject to reasonable rules and regulations promulgated by the Declarant for such use and employment, whether or not such rights shall have been described or referred to in the deed by which said Homesite is conveyed.

ARTICLE 9

AMENDMENTS TO DECLARATION

9.1 **General Amendments**. This Declaration may be amended by Declarant, without the consent of any other Owner, at any time that Declarant is an Owner, and after such time, then this Declaration may be amended by the affirmative vote or written consent of the Owners owning not less than two-thirds (2/3) of the Homesites. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant (even after such time as Declarant no longer is an Owner) without the prior written consent of the Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

9.2 **Additional Requirements for Amendments**. Any amendment to this Declaration which alters the Storm Water Management System, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of SWFWMD, notwithstanding any other provisions contained herein.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 24 of 35 B: 4716 P: 63 By: BO

ARTICLE 10

STORM WATER MANAGEMENT SYSTEM

10.1 **Responsibility for Surface Water or Storm Water Management System**. Except for the obligations of Owners set forth in Section 2.35 hereof, the CDD shall be responsible for the maintenance, operation and repair of the Storm Water Management System. Maintenance of the Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by SWFWMD. The CDD, its successors and assigns, shall be responsible for such maintenance and operation (other than to the extent any other governmental body assumes responsibility for such maintenance and operation). Any repair or reconstruction of the Storm Water Management System shall be as permitted, or as modified, or as approved by SWFWMD.

10.2 **Enforcement**. SWFWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

ARTICLE 11

GENERAL PROVISIONS

11.1 **Parties Who May Seek Enforcement**. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, or any rules and regulations of the Declarant promulgated hereunder, it shall be lawful for Declarant and any Owner (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions or (b) to maintain proceedings in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all such violations or attempted violations or seeking any other legal or equitable relief available. Should any such party be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of sums due, including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof. Notwithstanding the foregoing, SWFWMD shall have the right to enforce, by proceeding in law

or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

11.2 **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.3 **Duration**. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Owners and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Homesites. Any revocation must be recorded.

11.4 **Transfer of Assets to Local Government**. The Declarant and/or the CDD may transfer Common Areas to any local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Declarant property to standards and conditions required by the local government.

11.5 **Litigation**. In any litigation arising out of, or relating to, this Declaration, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

11.6 **Development Agreement**. Each Owner, by acceptance of a deed to a Homesite, hereby automatically agrees that its Home, Homesite, all improvements and activities thereon and use thereof shall be subject to the Development Agreement, as it may be amended from time to time. Each Owner further acknowledges and agrees that Declarant, and its affiliates and assigns reserve the right to unilaterally amend the Development Agreement, including but not limited to, the right to add or incorporate additional lands and subdivisions to the property subject to the Development Agreement without the joinder of any Owner whatsoever, and each Owner waives any objection to such amendments of the Development Agreement.

[signature on following page]

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 26 of 35 B: 4716 P: 65 By: BO

DATED this 19th day of August, 2024.

WITNESSES:

Print Name: Zoey Devine
Address: 3619 Kiessel Road
The Villages, Florida 32163

Print Name: Rosemary Karpovich
Address: 3619 Kiessel Road
The Villages, Florida 32163

THE VILLAGES DEVELOPMENT COMPANY LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me ☒ in person OR ☐ via online notarization this 19th day of August, 2024, by Martin L. Dzuro, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Print Name: Zoey Devine
Serial/Commission Number: _____
Commission Expires: _____

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 27 of 35 B: 4716 P: 66 By: BO

Exhibit "A"

Middleton Unit 5 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
1	18'	10'	5'	7.5'
2	18'	10'	5'	7.5'
3	18'	10'	5'	7.5'
4	18'	10'	5'	7.5'
5	18'	10'	5'	7.5'
6	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
9	18'	10'	5'	7.5'
10	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
12	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
14	18'	10'	5'	7.5'
15	18'	10'	5'	7.5'
16	18'	10'	5'	7.5'
17	18'	10'	5'	7.5'
18	18'	10'	5'	7.5'
19	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
21	18'	10'	5'	7.5'
22	18'	10'	5'	7.5'
23	18'	10'	5'	7.5'
24	18'	10'	5'	7.5'
25	18'	10'	5'	7.5'
26	18'	10'	5'	7.5'
27	18'	10'	5'	7.5'
28	18'	10'	5'	7.5'
30	18'	10'	5'	7.5'
31	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'
34	18'	10'	5'	7.5'
35	18'	10'	5'	7.5'
36	18'	10'	5'	7.5'
37	18'	10'	5'	7.5'
38	18'	10'	5'	7.5'
39	18'	10'	5'	7.5'
40	18'	10'	5'	7.5'
41	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 28 of 35 B: 4716 P: 67 By: BO

Exhibit "A"

Middleton Unit 5 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
42	18'	10'	5'	7.5'
43	18'	10'	5'	7.5'
44	18'	10'	5'	7.5'
45	18'	10'	5'	7.5'
46	18'	10'	5'	7.5'
47	18'	10'	5'	7.5'
48	18'	10'	5'	7.5'
51	18'	10'	5'	7.5'
52	18'	10'	5'	7.5'
53	18'	10'	5'	7.5'
54	18'	10'	5'	7.5'
55	18'	10'	5'	7.5'
56	18'	10'	5'	7.5'
57	18'	10'	5'	7.5'
58	18'	10'	5'	7.5'
61	18'	10'	5'	7.5'
62	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
64	18'	10'	5'	7.5'
66	18'	10'	5'	7.5'
67	10'	10'	5'	7.5'
68	10'	10'	5'	7.5'
69	10'	10'	5'	7.5'
70	10'	10'	5'	7.5'
71	10'	10'	5'	7.5'
72	10'	10'	5'	7.5'
73	10'	10'	5'	7.5'
74	10'	10'	5'	7.5'
75	10'	10'	5'	7.5'
76	10'	10'	5'	7.5'
77	10'	10'	5'	7.5'
78	10'	10'	5'	7.5'
79	10'	10'	5'	7.5'
80	10'	10'	5'	7.5'
81	10'	10'	5'	7.5'
82	10'	10'	5'	7.5'
83	10'	10'	5'	7.5'
84	10'	10'	5'	7.5'
85	10'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 29 of 35 B: 4716 P: 68 By: BO

Exhibit "A"

Middleton Unit 5 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
86	10'	10'	5'	7.5'
87	18'	10'	5'	7.5'
88	18'	10'	5'	7.5'
89	18'	10'	5'	7.5'
90	18'	10'	5'	7.5'
91	18'	10'	5'	7.5'
92	18'	10'	5'	7.5'
93	18'	10'	5'	7.5'
94	18'	10'	5'	7.5'
95	18'	10'	5'	7.5'
96	18'	10'	5'	7.5'
97	18'	10'	5'	7.5'
98	18'	10'	5'	7.5'
99	18'	10'	5'	7.5'
100	18'	10'	5'	7.5'
102	18'	10'	5'	7.5'
103	18'	10'	5'	7.5'
104	18'	10'	5'	7.5'
105	18'	10'	5'	7.5'
106	18'	10'	5'	7.5'
109	18'	10'	5'	7.5'
110	18'	10'	5'	7.5'
111	18'	10'	5'	7.5'
112	18'	10'	5'	7.5'
113	18'	10'	5'	7.5'
116	18'	10'	5'	7.5'
117	18'	10'	5'	7.5'
118	18'	10'	5'	7.5'
119	18'	10'	5'	7.5'
120	18'	10'	5'	7.5'
121	18'	10'	5'	7.5'
122	18'	10'	5'	7.5'
123	18'	10'	5'	7.5'
124	18'	10'	5'	7.5'
125	18'	10'	5'	7.5'
127	18'	10'	5'	7.5'
128	18'	10'	5'	7.5'
129	18'	10'	5'	7.5'
130	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 30 of 35 B: 4716 P: 69 By: BO

Middleton Unit 5 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
131	18'	10'	5'	7.5'
132	18'	10'	5'	7.5'
133	18'	10'	5'	7.5'
136	18'	10'	5'	7.5'
139	18'	10'	5'	7.5'
140	18'	10'	5'	7.5'
143	18'	10'	5'	7.5'
144	18'	10'	5'	7.5'
147	18'	10'	5'	7.5'
148	18'	10'	5'	7.5'
151	18'	10'	5'	7.5'
152	18'	10'	5'	7.5'
153	18'	10'	5'	7.5'
156	18'	10'	5'	7.5'
157	18'	10'	5'	7.5'
158	18'	10'	5'	7.5'
161	18'	10'	5'	7.5'
162	18'	10'	5'	7.5'
163	18'	10'	5'	7.5'
166	18'	10'	5'	7.5'
167	18'	10'	5'	7.5'
168	18'	10'	5'	7.5'
171	18'	10'	5'	7.5'
172	18'	10'	5'	7.5'
173	18'	10'	5'	7.5'
176	18'	10'	5'	7.5'
177	18'	10'	5'	7.5'
178	18'	10'	5'	7.5'
181	18'	10'	5'	7.5'
182	18'	10'	5'	7.5'
183	18'	10'	5'	7.5'
186	18'	10'	5'	7.5'
187	18'	10'	5'	7.5'
188	18'	10'	5'	7.5'
191	18'	10'	5'	7.5'
192	18'	10'	5'	7.5'
193	18'	10'	5'	7.5'
196	18'	10'	5'	7.5'
197	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 31 of 35 B: 4716 P: 70 By: BO

Exhibit "A"

Middleton Unit 5 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
198	18'	10'	5'	7.5'
199	18'	10'	5'	7.5'
200	18'	10'	5'	7.5'
203	18'	10'	5'	7.5'
204	18'	10'	5'	7.5'
205	18'	10'	5'	7.5'
206	18'	10'	5'	7.5'
209	18'	10'	5'	7.5'
210	18'	10'	5'	7.5'
211	18'	10'	5'	7.5'
212	18'	10'	5'	7.5'
215	18'	10'	5'	7.5'
216	18'	10'	5'	7.5'
217	18'	10'	5'	7.5'
218	18'	10'	5'	7.5'
219	18'	10'	5'	7.5'
220	18'	10'	5'	7.5'
221	18'	10'	5'	7.5'
222	18'	10'	5'	7.5'
223	18'	10'	5'	7.5'
224	18'	10'	5'	7.5'
227	18'	10'	5'	7.5'
228	18'	10'	5'	7.5'
229	18'	10'	5'	7.5'
230	18'	10'	5'	7.5'
231	18'	10'	5'	7.5'
234	18'	10'	5'	7.5'
235	18'	10'	5'	7.5'
236	18'	10'	5'	7.5'
237	18'	10'	5'	7.5'
240	18'	10'	5'	7.5'
241	18'	10'	5'	7.5'
242	18'	10'	5'	7.5'
243	18'	10'	5'	7.5'
244	18'	10'	5'	7.5'
245	18'	10'	5'	7.5'
246	18'	10'	5'	7.5'
247	18'	10'	5'	7.5'
248	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 32 of 35 B: 4716 P: 71 By: BO

Exhibit "A"

Middleton Unit 5 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
251	18'	10'	5'	7.5'
252	18'	10'	5'	7.5'
253	18'	10'	5'	7.5'
254	18'	10'	5'	7.5'
255	18'	10'	5'	7.5'
256	18'	10'	5'	7.5'
257	18'	10'	5'	7.5'
258	18'	10'	5'	7.5'
259	18'	10'	5'	7.5'
262	18'	10'	5'	7.5'
263	18'	10'	5'	7.5'
264	18'	10'	5'	7.5'
265	18'	10'	5'	7.5'
268	18'	10'	5'	7.5'
269	18'	10'	5'	7.5'
270	18'	10'	5'	7.5'
273	18'	10'	5'	7.5'
274	18'	10'	5'	7.5'
275	18'	10'	5'	7.5'
276	18'	10'	5'	7.5'
277	18'	10'	5'	7.5'
278	18'	10'	5'	7.5'
279	18'	10'	5'	7.5'
280	18'	10'	5'	7.5'
283	18'	10'	5'	7.5'
284	18'	10'	5'	7.5'
285	18'	10'	5'	7.5'
286	18'	10'	5'	7.5'
287	18'	10'	5'	7.5'
288	18'	10'	5'	7.5'
291	18'	10'	5'	7.5'
292	18'	10'	5'	7.5'
293	18'	10'	5'	7.5'
294	18'	10'	5'	7.5'
295	18'	10'	5'	7.5'
296	18'	10'	5'	7.5'
299	18'	10'	5'	7.5'
300	18'	10'	5'	7.5'
301	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 33 of 35 B: 4716 P: 72 By: BO

Middleton Unit 5 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
302	18'	10'	5'	7.5'
303	18'	10'	5'	7.5'
304	18'	10'	5'	7.5'
307	18'	10'	5'	7.5'
308	18'	10'	5'	7.5'
309	18'	10'	5'	7.5'
310	18'	10'	5'	7.5'
311	18'	10'	5'	7.5'
314	18'	10'	5'	7.5'
315	18'	10'	5'	7.5'
316	18'	10'	5'	7.5'
317	18'	10'	5'	7.5'
318	18'	10'	5'	7.5'
321	18'	10'	5'	7.5'
322	18'	10'	5'	7.5'
323	18'	10'	5'	7.5'
324	18'	10'	5'	7.5'
325	18'	10'	5'	7.5'
328	18'	10'	5'	7.5'
329	18'	10'	5'	7.5'
330	18'	10'	5'	7.5'
331	18'	10'	5'	7.5'
332	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 34 of 35 B: 4716 P: 73 By: BO

Middleton Unit 5 - Corner Home Sites

Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
29	18'	10'	10'	5'	7.5'
49	18'	10'	10'	5'	7.5'
50	18'	10'	10'	5'	7.5'
59	18'	10'	10'	5'	7.5'
60	18'	10'	10'	5'	7.5'
65	18'	10'	10'	5'	7.5'
101	18'	10'	10'	5'	7.5'
107	18'	10'	10'	5'	7.5'
108	18'	10'	10'	5'	7.5'
114	18'	10'	10'	5'	7.5'
115	18'	10'	10'	5'	7.5'
126	18'	10'	10'	5'	7.5'
134	18'	10'	10'	5'	7.5'
135	18'	10'	10'	5'	7.5'
137	18'	10'	10'	5'	7.5'
138	18'	10'	10'	5'	7.5'
141	18'	10'	10'	5'	7.5'
142	18'	10'	10'	5'	7.5'
145	18'	10'	10'	5'	7.5'
146	18'	10'	10'	5'	7.5'
149	18'	10'	10'	5'	7.5'
150	18'	10'	10'	5'	7.5'
154	18'	10'	10'	5'	7.5'
155	18'	10'	10'	5'	7.5'
159	18'	10'	10'	5'	7.5'
160	18'	10'	10'	5'	7.5'
164	18'	10'	10'	5'	7.5'
165	18'	10'	10'	5'	7.5'
169	18'	10'	10'	5'	7.5'
170	18'	10'	10'	5'	7.5'
174	18'	10'	10'	5'	7.5'
175	18'	10'	10'	5'	7.5'
179	18'	10'	10'	5'	7.5'
180	18'	10'	10'	5'	7.5'
184	18'	10'	10'	5'	7.5'
185	18'	10'	10'	5'	7.5'
189	18'	10'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460036978 Date: 09/13/2024 Time: 4:17PM
Page 35 of 35 B: 4716 P: 74 By: BO

190	18'	10'	10'	5'	7.5'
194	18'	10'	10'	5'	7.5'
195	18'	10'	10'	5'	7.5'
201	18'	10'	10'	5'	7.5'
202	18'	10'	10'	5'	7.5'
207	18'	10'	10'	5'	7.5'
208	18'	10'	10'	5'	7.5'
213	18'	10'	10'	5'	7.5'
214	18'	10'	10'	5'	7.5'
225	18'	10'	10'	5'	7.5'
226	18'	10'	10'	5'	7.5'
232	18'	10'	10'	5'	7.5'
233	18'	10'	10'	5'	7.5'
238	18'	10'	10'	5'	7.5'
239	18'	10'	10'	5'	7.5'
249	18'	10'	10'	5'	7.5'
250	18'	10'	10'	5'	7.5'
260	18'	10'	10'	5'	7.5'
261	18'	10'	10'	5'	7.5'
266	18'	10'	10'	5'	7.5'
267	18'	10'	10'	5'	7.5'
271	18'	10'	10'	5'	7.5'
272	18'	10'	10'	5'	7.5'
281	18'	10'	10'	5'	7.5'
282	18'	10'	10'	5'	7.5'
289	18'	10'	10'	5'	7.5'
290	18'	10'	10'	5'	7.5'
297	18'	10'	10'	5'	7.5'
298	18'	10'	10'	5'	7.5'
305	18'	10'	10'	5'	7.5'
306	18'	10'	10'	5'	7.5'
312	18'	10'	10'	5'	7.5'
313	18'	10'	10'	5'	7.5'
319	18'	10'	10'	5'	7.5'
320	18'	10'	10'	5'	7.5'
326	18'	10'	10'	5'	7.5'
327	18'	10'	10'	5'	7.5'
333	18'	10'	10'	5'	7.5'

Declaration of Covenants and Restrictions for Middleton Unit No. 6, as amended

Inst. Number: 202560007455 Book: 4804 Page: 01 Page 1 of 30 Date: 2/12/2025 Time: 11:47 AM
Erin C Munz Clerk of Courts, Sumter County, Florida

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 1 of 30 B: 4804 P: 1 By: BO

THIS INSTRUMENT PREPARED BY/RETURN TO:
Jennifer Slone Tobin, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1600
Orlando, FL 32801

256.50
30.00
286.50

DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 6

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 6 (the "**Declaration**") is made on January 7, 2025, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company (The Villages Development Company, LLC, its successor and assigns, is hereinafter referred to as the "**Declarant**").

RECITALS

A. Declarant is the sole owner in fee simple of certain real property located in Sumter County, Florida, platted as Middleton Unit No. 6, as per plat thereof (the "**Plat**") recorded in Plat Book 22, at Pages 34 through 34A-F, Public Records of Sumter County, Florida (the "**Property**").

B. Declarant desires to provide for the preservation of values and maintenance of certain common facilities in the Property, and so desires to subject all of the Homesites and Homes (as each is hereinafter defined), and each part thereof (but not the tracts and other areas of the Property) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

1.1 "**Architectural Review Board**" or "**ARB**" shall mean the Declarant or its designee, as described in Section 7.1 hereof.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 2 of 30 B: 4804 P: 2 By: BO

1.2 "**AR Guidelines**" shall mean the Architectural Review Manual for construction, operation and maintenance of Homes and Homesites within the Property, as adopted and amended by the Declarant from time to time.

1.3 "**CDD**" shall mean Middleton Community Development District A.

1.4 "**City**" shall mean the City of Wildwood, in the State of Florida.

1.5 "**Common Areas**" shall mean and refer to those areas of land within the Property which are intended to be used and enjoyed by all Owners of Homesites, which include without limitation, entry areas, entry gates, and sign islands; drainage retention areas; the Storm Water Management System; recreational areas, parks, postal facilities, and appurtenant parking areas; lands owned by or conveyed to the CDD per the Plat or otherwise; and all improvements now or hereafter constructed thereon, including, without limitation, walkways, paths, utilities, lighting systems, signage, structures, gates, access systems, recreational facilities, and landscaping; and together with all other improvements which are specifically described herein to be maintained by the CDD. All personal property and real property, including easements, licenses, leaseholds, or other real property interests, owned by the CDD or maintained by the CDD for the common use and enjoyment of the Owners or third parties, are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests, and persons occupying "*Homes*" on a guest or tenant basis, and third parties or other entities having a legal right to use the same, to the extent authorized by this Declaration.

1.6 "**County**" shall mean the County of Sumter, in the State of Florida.

1.7 "**Declarant**" shall mean and refer to The Villages Development Company, LLC, a Florida limited liability company.

1.8 "**Declaration**" shall mean and refer to this Declaration of Covenants and Restrictions for Middleton Unit No. 6 and any amendments and supplements thereto.

1.9 "**Development Agreement**" shall mean that certain The Villages of Southern Oaks Area B Chapter 163 Development Agreement, dated February 27, 2023, between The City of Wildwood, Florida, and The Villages Land Company, LLC, recorded in Official Records Book 4436, Page 101, Public Records of Sumter County, Florida, and as amended from time to time.

1.10 "**Front Yard**" shall mean the portion of each Homesite described by drawing a line through the centerpoint of any Home, which line runs parallel to the road or road right of way adjacent to the Homesite. The Front Yard shall be the portion of the Homesite on the side of the line so drawn lying nearest the road or road right-of-way. The Front Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the ARB shall be controlling and final.

1.11 **"Home"** shall mean and refer to a detached single-family residential unit constructed on a Homesite for which a certificate of occupancy has been issued by the applicable governmental authorities.

1.12 **"Homesite"** shall mean and refer to any plot of land shown upon the Plat and designated as a numbered Homesite, and shall also include any plot of land shown upon any plat and designated as a numbered Homesite on property which is subsequently made subject to the terms of this Declaration in accordance with the provisions of Section 3.2 hereof.

1.13 **"Initial Home"** shall mean the initial home constructed on a Homesite by the Declarant, the plans for which shall be maintained by the Declarant.

1.14 **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "*Homesite*"; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.15 **"Plat"** shall mean and refer to the subdivision of Middleton Unit No. 6, as more particularly described in Recital A of this Declaration.

1.16 **"Property"** shall mean and refer to the property platted as Middleton Unit No. 6, as per the Plat, as well as any other real property subjected to the Declaration pursuant to Section 3.2 hereof.

1.17 **"Rear Yard"** shall mean the portion of each Homesite described by drawing a line through the center-point of any Home, which line runs parallel to the road or road right-of-way adjacent to the Homesite. The Rear Yard shall be the portion of the Homesite on the side of the line so drawn lying furthest from the road or road right-of-way. The Rear Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be the portion of the Homesite lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined herein the determination of the ARB shall be controlling and final.

1.18 **"Side Yard"** shall mean the portions of each Homesite described by drawing a line through the point of the Home which extends the furthest into the Front Yard, which line runs parallel to the road or road right-of-way adjacent to the Homesite, and by drawing a line through the point of the Home that extends the furthest into the Rear Yard, which lines runs parallel to the line previously described. The Side Yard shall be all portions of the Homesite, exclusive of the Home, lying between the two lines so described. In the case of any dispute as to the location of the Side Yard as defined herein, the determination of the ARB shall be controlling and final.

1.19 **"Storm Water Management System"** shall mean and refer to a system, temporary or permanent, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit,

treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted by SWFMD pursuant to the provisions of Chapters 62-330 of the Florida Administrative Code, as the same may be from time to time amended, supplemented, or replaced by other provisions of Florida law.

1.20 **"SWFMD"** shall mean the Southwest Florida Water Management District.

ARTICLE 2

USE RESTRICTIONS

2.1 **Use Restrictions**. The use restrictions contained in this Article shall apply uniformly to all Homesites and Homes on the Property except that, unless specifically set forth herein to the contrary, they shall not apply to the activities of the Declarant or the CDD within the Common Areas or easements, including construction of improvements by the Declarant or the CDD other than Homes.

2.2 **Residential Use Only**. No Homesite or Home shall be used for any purpose except for residential use. No commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite. No building shall be erected, altered, placed or permitted to remain on any Homesite other than Homes designated for residential use, with attached or detached private garages. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Homes as models or offices. No mobile homes shall be permitted on the Property.

2.3 **Development Standards**.

2.3.1 Square Footage. Homes shall always contain at least the square footage of living area contained in the Initial Home constructed on the Homesite by the Declarant. Living area includes only areas that are heated and cooled but expressly excludes garages, open porches, decks, and atriums, whether or not heated and cooled.

2.3.2 Roof Pitch. The minimum roof pitch for the main portion of the Home (excluding covered porches and decorative elements) shall be 4:12, or such greater steepness as was built for the Initial Home constructed on the Homesite by the Declarant.

2.3.3 Construction Type. Homes shall be conventionally built Homes. The Declarant shall construct the Initial Home on each Homesite.

2.3.4 Easements. No building or other vertical improvements shall be made within the easements created in favor of Declarant under this Declaration or in the Plat without the prior written approval of Declarant.

2.3.5 Setbacks. Each Homesite and the Home constructed thereon (and any reconstruction, repair, addition or other vertical improvement) shall comply, in addition to all other requirements herein, with the setback requirements specified on **Exhibit A** attached hereto and made a part hereof.

2.4 **Subdivision - Multi Units**. Only one Home may be erected on each Homesite. No Homesite may be subdivided.

2.5 **No Temporary or Accessory Structures**. Except as set forth in Section 2.9 with respect to detached garages, no portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Homesite for storage or otherwise; provided, however that this prohibition shall not apply to: (a) shelters used by the Declarant or a licensed contractor during the construction of any Home; or (b) pergolas covering walkways on the Homesite, which match the general aesthetic of the Home if approved by the ARB.

2.6 **Livestock and Animal Restrictions**. No animal shall be kept or maintained on any Homesite (including but not limited to in the Home) except conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Homesites. Without limiting the foregoing, horses, cattle, pigs, and chickens are not allowed. The Declarant shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Homesites. Such permitted animals shall be kept on the Owner's Homesite and shall not be allowed off the premises of the Owner's Homesite except under restraint and in the company of the Owner, a member of the Owner's family, or servant. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

2.7 **Restriction on Activity**. No noxious or offensive activity shall be conducted or permitted to exist upon any Homesite or in any Home, nor shall anything be done or permitted to exist on any Homesite or in any Home that may be or may become an annoyance or private or public nuisance. No Homesite, driveway, or Common Area shall be used for purposes of vehicle repair or maintenance. This restriction shall not apply to activities conducted by the Declarant in the construction, sale or maintenance of improvements upon the Property.

2.8 **Restrictions on Walls and Fences; Hedges**. No wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Homesite; provided however, fences or walls located in the Rear Yard and Side Yard shall be permitted only if (a) the design and materials are consistent with the then-applicable AR Guidelines, and (b) the Owner receives prior written approval of the ARB as to the specific location of the fence(s) or walls. No wall or fence may be painted or altered in appearance after installation, unless the foregoing criteria are met prior to such painting or alteration. All walls and fences must be maintained and repaired in good condition, and all hedges must be neatly trimmed.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 6 of 30 B: 4804 P: 6 By: BO

2.9 **Garages**. Each Home shall have either an attached or detached garage. No Owner may change the nature of the garage (i.e. attached or detached) from that installed as a part of the Initial Home (whether in connection with a remodel, repair or a rebuild). Garages must be maintained operational for the storage of automobiles, boats, and other motor vehicles. Garage doors shall be predominantly opaque and remain closed except when in actual use to allow ingress and egress into the garage, and any change in garage door from that installed for the Initial Home must be consistent in design with the aesthetics of the Home and the surrounding neighborhood. The addition of carports that are of a design, material and appearance uniform with that of the Initial Home may be permitted if consistent with the then-applicable AR Guidelines and if the Owner receives prior written approval of the ARB as to the location, design and aesthetic of the carport.

2.10 **Insect Control; Fire Control; Trash Removal**. In order to implement effective insect, reptile, rodent, and fire control, the Declarant and its agents shall have the right, but not the duty, to enter upon any Homesite, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Declarant and its agents may enter upon such land to remove any trash which has collected on such Homesite or Home without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Homesite nor to provide garbage or trash removal services. Any and all costs incurred by the Declarant in exercising its rights under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.11 **Clothes Lines**. No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Homesite.

2.12 **Exterior Antennas, etc**. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Homesite or Home thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Homes only if such dishes are mounted to those portions of the Home directly facing the Side Yard or the Rear Yard of the Homesite.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 7 of 30 B: 4804 P: 7 By: BO

2.13 **Exterior Paint**. The only color paints that may be used on the exterior of any Home are (a) the same palette of exterior paint (i.e. dominant and accent colors) used on the Initial Home in the same location as used on the Initial Home; or (b) any other palette of exterior paints as contained at the time of repainting in the then-applicable AR Guidelines, with the applicable colors of the palette being applied to the designated portion of the Home (i.e. main Home vs. trim) as provided in the AR Guidelines, provided, however, that at the time of repainting, neither Home immediately adjacent to the Home being painted is painted with that same color palette.

2.14 **Signs**. No sign (whether commercial, political, personal, "for sale", "for rent" or otherwise) shall be erected or maintained on any Homesite or Home within public view except as may be required by legal proceedings. Such prohibition shall apply to commercial real estate signs advertising a particular Homesite or Home for sale or for rent. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Homesite or Home.

2.15 **Exterior Maintenance**. Each individual Owner shall have the responsibility to maintain the exterior of their respective Home in good condition. In addition to the foregoing, the Declarant shall have the right, but not the duty, to provide maintenance to any exterior areas visible from the roads or adjacent Homesites, including repairs to walls and roofs, painting, landscaping, and lawn maintenance. The Declarant shall have the right (but not the obligation) to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Home to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Declarant in performing repairs and maintenance under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.16 **Allowable Trim and Decoration**. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, without the prior written consent of the Declarant, and the Declarant shall only grant approval therefor if such improvements are consistent in design and color of the applicable Home, and consistent with the then-applicable AR Guidelines. All other outside decorations and ornaments, whether affixed to the Home or placed elsewhere on the Homesite, are prohibited. This restriction shall not apply to holiday decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, nor shall apply to any holiday decorations from the period commencing on Thanksgiving and extending until January 10th of the following year. Notwithstanding the foregoing, the Declarant may prohibit or restrict decorations which it determines, in its sole discretion, create a hardship on, or nuisance to, neighboring property, or otherwise interferes with the quiet and peaceful

enjoyment by any other Owner of that Owner's Homesite. This restriction shall also not apply to a single flag pole which may not, however, extend higher than 22'.

2.17 **Window Tinting**. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the Declarant.

2.18 **Unit Air Conditioners**. No air conditioning units may be mounted to windows or walls unless the location, method of installation and appearance has been approved in writing by the Declarant. It is the intention of this provision to authorize the Declarant to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds; provided, however, that the Declarant shall not unreasonably withhold its approval of split systems which are compliant with the then-applicable AR Guidelines. All other air conditioning units shall be located in the Rear Yard or Side Yard and shall be effectively screened by plant matter or opaque fencing as required by the then-applicable AR Guidelines.

2.19 **Interior Maintenance**. Each individual Owner shall have the responsibility to maintain the interior of their respective Home in such fashion so as not to create a health or safety hazard to adjoining Homes or to create a nuisance.

2.20 **Vehicles**. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle or an Owner's vehicle used for their occupation, shall be parked or maintained on any Homesite or public right-of-way, except in an enclosed garage. No private passenger vehicle or Owner's occupational vehicle containing hazardous materials, fuel for other vehicles, noxious or offensive materials shall be parked or maintained on any Homesite or public right-of-way. No private passenger vehicle or Owner's occupational vehicle in excess of 1 ton size shall be parked or maintained on any Homesite or public right-of-way.

2.21 **Construction on Homesites**.

2.21.1 All construction on any Home shall be completed within twelve (12) months from the issuance of the building permit for that Home; provided, however that such restriction shall not apply to the construction of the Initial Home. If any construction on a Homesite, once commenced is discontinued for a period of at least sixty (60) consecutive days, the ARB and/or the Declarant shall have the right, in addition to any other rights and remedies hereunder, to require the Owner to raze (or repair any unsightliness caused by) all partially completed improvements on the Homesite, remove all debris and rubble, fill in all foundations, and/or return the Homesite to grade and landscape the entire Homesite with sod per the provisions of Section 2.23 hereof (to be maintained per Section 2.15 hereof), within thirty (30) days following written notice from the ARB or the Declarant.

2.21.2 All construction on any Homesite (including any remodeling or rebuild following a casualty) shall be: (a) subject to the provisions of Article 7 hereof, including the plan review provisions thereof; (b) subject to any approval rights of Declarant contained herein; and (c)

at that Homesite Owner's risk. Homesite Owner shall be responsible for any damage to Common Areas, other Homesites, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Homesite. Repairs of construction damage must be made by the Owner within thirty (30) days.

2.21.3 If the Owner fails to timely take the actions required under Sections 2.21.1 or 2.21.2 hereof, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite or upon the exterior of any Home for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section (whether on the Owner's Homesite, any other Homesite, any Common Areas, utilities, public rights-of-way, sidewalks or curbing) shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.22 **Recreational Equipment**. All recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard. Any other recreational equipment shall be kept within the Home except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Home.

2.23 **Grassed Areas and Yards**. All sodded areas on a Homesite shall be serviced by an in-ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Homesite in a neat, clean, orderly and healthy condition. Each Owner shall also maintain all sodded areas between the Owner's Homesite and the pavement of any adjacent paved street. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All areas of the yard that are not landscaped must be sodded. All grass shall be of a type approved for use in the then-applicable AR Guidelines. Sodded areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. Owners may expand the size of, and create additional landscaped areas only upon prior written consent of the Declarant. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Home, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Home. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Homesite including any easements located on or adjacent thereto, including front, side, and rear road and utility easements. Owners are encouraged to and may add and replace landscape that is more

water-conservative and draught-tolerant than provided with the Initial Home, however, any such alterations visible from roadways or Common Areas must receive the prior written approval of the ARB, which shall require, at a minimum, that the aesthetics of such landscaping be compatible with the Home and the surrounding neighborhood.

2.23.1 **Vacant Homesites**. The grassy areas of any vacant Homesites shall be kept regularly mowed and trimmed, and all areas of vacant Homesites shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. If the Owner fails to maintain a vacant Homesite as so required, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.24 **Pools; Spas**. No above-ground pools are permitted within the Property. Above ground spas are permitted within the Property. All spas and in-ground pools shall include a paved patio extending from the Home and completely surrounding the pool and spa and shall be located in the Rear Yard. All pool and spa enclosures, including screening, must be approved by the Declarant.

2.25 **Compliance With Development Agreement**. No Homesite or Home may, at any time, be used in a way contrary to, or which would create a violation of any terms contained in the Development Agreement, as amended from time to time.

2.26 **Storage**. No items may be stored on a Homesite outside a Home or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, and equipment shall be stored by an Owner out of view, except when in use. If the Owner fails to comply with the foregoing requirements, the Declarant shall have the right (but not the obligation) to enter upon any Homesite for the purpose of removing any such unpermitted items, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 11 of 30 B: 4804 P: 11 By: BO

2.27 **Household Garbage and Yard Trash**. The Declarant will designate a solid waste hauler to service the Property and each Home must use and pay for garbage services provided by the solid waste hauler selected by the Declarant. Charges for trash service shall commence on the date the Owner purchase its Homesite and Home, and that the fees for such service is payable on a year-round basis, regardless of use or occupancy. No Homesite Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Homesite, except for the removal of lawn waste by a tree removal or landscaping service. No Homesite or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in the garage. On those days and only on those days when garbage pickup or trash pickup are made at the Homesite, the Owners shall place their garbage on their Homesite and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. Declarant and/or the solid waste hauler shall have the right to require that trash and garbage be put in receptacles for pickup, which receptacles shall be kept in the garage or at the rear of the Home out of sight from the street within an approved fenced or walled area. At any time that receptacles are required: (a) all receptacles will be removed from the curbside no later than sundown of the day of pickup, (b) all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle, and (c) in no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Home, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this Section, on a Homesite or on the Properties during construction of improvements to the Properties or construction of a Home. In the event any applicable garbage franchisee institutes a recycling program, Declarant reserves the right to require all Owners to participate in such program.

2.28 **Containers and Fuel Tanks**. All garbage and trash containers, bottled gas tanks, water softeners, and other similar tanks and containers shall be located in the garage or, subject to approval of the ARB, in the Rear Yard or a Side Yard adjacent to the Home (but in no event within any easements on the Homesite). Any such garbage or trash containers, bottled gas tanks, water softeners, and other similar containers located in the Rear Yard or Side Yard shall be located adjacent to the Home and, except for portable gas tanks typically used in connection with a propane grill, shall be installed underground or within an area screened by a wall, hedge, landscaping or fence which is not visible from any street or adjoining property.

2.29 **Gardens and Prohibited Plants**. Vegetable gardens may be grown only in the Rear Yard.

2.30 **Lighting**. All exterior lighting on any Homesite or Home must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Homesite upon which the lighting is erected. The Declarant shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the CDD, or any governmental entity.

2.31 **Driveways**. All driveways shall be constructed of concrete, and shall extend from the pavement of a street adjacent to the Homesite to the garage constructed on the Homesite. Driveways may be painted and designed with stamped concrete or pavers, provided that the design of the painting, stamped concrete, and pavers shall be harmonious with the design and color of the Home, and no murals, depictions, sayings, or other non-geometric designs shall be permitted. The Declarant shall have final discretion to determine whether driveway improvements are in compliance with this Section, and any Owner, prior to making any such improvements or changes to the driveway installed with the Initial Home, shall first obtain the written approval of the Declarant. No Owner or other person shall extend any street or road, or create any street or road upon its Homesite, and no Homesite may be used as ingress and egress to any other property.

2.32 **Mail boxes**. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner. All mail will be delivered to key-accessed mailbox installations in locations designated by the Declarant and approved by the United States postal service.

2.33 **Leases**. Leasing of all or any portion of a Home is restricted to residential uses for a minimum period of six (6) months. All leases shall be in writing, shall specify such residential restriction and shall provide that the Declarant shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. A copy of any such lease shall be delivered to the Declarant upon request. Each lease shall contain the following provision:

> "The lessee hereby acknowledges that this lease is subject to the *Declaration of Covenants and Restrictions for Middleton Unit No. 6*, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys fees."

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest, or licensee of a Home occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than six (6) months. The Declarant shall have the right to collect attorneys' fees against any occupant or tenant and the owner of the Home in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this Section.

2.34 **Water and Sewer Systems**. Each Homesite will be serviced by a central water and sewer system. Septic systems, and private potable water or irrigation wells are prohibited.

2.35 **Water Management District Compliance**. Declarant shall, in constructing each Initial Home, comply with the construction plans for the Surface Water Management System approved and on file with SWFWMD. No Owner of property within the Property may construct

or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and Plat, unless prior approval is received from SWFWMD, and if applicable, any other appropriate governmental agency having jurisdiction. Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the Surface Water Management System approved and on file with SWFWMD and if such maintenance of designated flow paths is not properly undertaken by Owner, then the Declarant (and/or the CDD) shall have the right, but not the obligation enter onto the Homesite and reconstruct the intended flow pattern, with any such entry by the Declarant not being deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant or the CDD will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant or the CDD in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.36 **Maintenance of Perimeter Fences**. Any fences or walls, or combination thereof, constructed along: (a) the rear lot lines of Homesites 1 through 5, 12 through 16, and 39 through 41; and (b) along Barr Boulevard (collectively, the "**Perimeter Fence**") shall be maintained as follows: (i) for those portions of the Perimeter Fence lying between a Homesite and a Common Area of public right-of-way, then the exterior faces thereof (i.e., the faces of the Perimeter Fence facing away from any adjacent Homesites), but not any railings, shall be maintained by the CDD, and (ii) for the remainder of such Perimeter Fence, including but not limited to the structural integrity thereof, maintenance shall be the responsibility of the Owner (and if any repair or damage affects more than one Homesite, then each affected Owner shall proportionally share in the costs thereof). No Owner may paint, modify, alter, attach any object to, damage, or otherwise affect any portion of the Perimeter Fence, and Owners whose Homesites are adjacent to any portion of the Perimeter Fence shall pressure wash, when necessary, and clean the interior faces thereof (i.e., the faces of the Perimeter Fence facing towards the adjacent Homesite). Declarant shall maintain a fence plan detailing specifically which fences or walls are to be deemed portions of the Perimeter Fence, and said plan shall be made available to Owners and shall be conclusive. If the Owner fails to maintain any portion of the Perimeter Fence located on a Homesite as so required, the Declarant shall have the right (but not the obligation) to perform such maintenance, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in

Inst. Number: 202560007455 Book: 4804 Page: 14 Page 14 of 30 Date: 2/12/2025 Time: 11:47 AM
Erin C Munz Clerk of Courts, Sumter County, Florida

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 14 of 30 B: 4804 P: 14 By: BO

every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.37 **Restrictions on Use of Common Areas; Water Features**. Common Areas shall only be used for the purposes for which they are intended (i.e., parking areas for parking, playgrounds for playing, retention areas for water retention and fishing, etc.). The Declarant may promulgate reasonable rules and regulations governing use of the Common Areas from time to time, and the same shall be binding upon Owners. Notwithstanding the foregoing however, Owners acknowledge that the lakes, ponds, basins, retention and detention areas, marsh areas or other water-related areas within or outside of the Property (**"Water Features"**) are designed to detain, or retain, stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, such Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within any particular Water Feature at any given time is also subject to fluctuation due to droughts, floods, excessive rain and/or distribution due to irrigation activities. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level. Rules regarding access and use of the Water Features (i.e. fishing, boating, kayaking, etc.) shall be promulgated and enforced by the CDD, and each Owner, by acceptance of its Home and Homesite, acknowledges that it has no guaranty of a right to access or use any such Water Feature.

2.38 **Sounds**. All sounds emanating from a Home (whether from televisions, radios, computers, musical instruments, human voices, or otherwise) must be kept to a moderate level from 10:00 PM to one (1) hour before daylight.

2.39 **Solicitation**. Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Property.

2.40 **Rules and Regulations**. The Declarant reserves the right to establish such other reasonable rules and regulations governing the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of the Property, all of which will apply equally to the Owners. The rules and regulations may be contained in the AR Guidelines, or will become effective five (5) days following written notice to the Owners.

ARTICLE 3

PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATIONS; PROPERTY RIGHTS

3.1 **The Property**. The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 15 of 30 B: 4804 P: 15 By: BO

3.2 **Annexation**. Additional land adjacent to the Property may be annexed to the Property by the Declarant without the consent of the Owners, provided the annexation does not change the general nature or character of the subdivision. Upon annexation of said additional land, the Owners of Homesites within the land so annexed for all intents and purposes shall be deemed subject to the provisions of this Declaration, with the right to use the Common Areas identified herein, or identified within the supplemental declaration referred to hereafter. The Owners of the Homesites shall be subject to this Declaration and the rules and regulations contemplated hereby in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners, except as may be specifically set forth in such supplemental declaration. When land is annexed, the Declarant shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed.

3.3 **Owner's Easements of Enjoyment**. Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Homesite subject to the following provisions:

3.3.1 any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, Plat or other conveyance or agreement creating the right of the Declarant in and to that portion of the Common Areas, or creating the right of third parties in and to that portion of the Common Areas; and

3.3.2 the right of the Declarant to dedicate or transfer all or any part of the Common Areas to the CDD, or any other any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Declarant.

3.4 **Easement for Access and Drainage**. The CDD shall have a perpetual non-exclusive easement over all areas of the Storm Water Management System for access to operate, maintain or repair the system. By this easement the CDD shall have the right to enter upon any portion of any Homesite which is a part of the Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Storm Water Management System as required by the Southwest Florida Water Management District permit. Additionally, the CDD and the Declarant shall have a perpetual non-exclusive easement for drainage over the entire Storm Water Management System. No person shall alter the drainage flow of the Storm Water Management System, including buffer areas or swales, without the prior written approval of SWFWMD.

3.5 **Delegation of Use**. Any Owner shall delegate such Owner's right of enjoyment to the Common Areas and facilities to any tenant of the Home at the time of entering into a lease of the Home and Homesite (which lease shall be entered into in accordance with the terms of this Declaration). During any period in which Owner has so delegated such Owner's right of enjoyment, the Owner shall not have the right to exercise such right of enjoyment, it being the

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 16 of 30 B: 4804 P: 16 By: BO

intent that only the current occupant of the Home and such occupant's guests shall have the foregoing right of enjoyment.

3.6 **Construction and Sales**. There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Homesites), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Homesites within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Homesites.

3.7 **Common Area Utility Easements**. To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant as such Owner's agent and attorneys-in-fact with full power in such Owner's name, place and stead, to execute instruments creating, granting or modifying utility easements over the Common Areas; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

3.8 **Easements Over Homesites**. Easements and rights of way are hereby (a) reserved by Declarant for the construction, installation, and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cable, telephone, irrigation lines and other utilities, together with rights of ingress and egress necessary for the full utilization thereof, (b) reserved to the Declarant for the construction, installation, and maintenance of any portion of the Perimeter Fence located on such Homesites, and (c) reserved by Declarant for landscaping. Such easements and rights of way are hereby reserved and granted over: (i) a seven and one-half (7 ½) foot width along the Rear Yard Homesite lines, (ii) a ten (10) feet width along the Front Yard Homesite lines, and (iii) a five (5) feet width along the Side Yard Homesite lines. All such utilities and facilities in the easement along the Front Yard Homesite line shall be flush with, or below grade; provided however, the foregoing restriction shall not prohibit above grade utilities and facilities in those areas of the Front Yard easement that are also burdened by the Side Yard easement created in this Section 3.8. The Declarant shall have the right, in its sole discretion, to reduce the size of the easements granted in this Section 3.8 for any particular Homesite. Utility providers utilizing such easements covenant, as a condition to the right to use such easement, not to interfere with or disturb any equipment install within the easement area and to repair the grading and landscaping disturbed in connection with any utilization of said easement. In addition to the foregoing reservations, each Owner acknowledges that: (i) it shall maintain any landscaping and buffer yards installed in any special easement designated on the Plat; and (ii) allow Declarant to enter onto the Homesite for the purpose of installing any utilities, landscaping or buffer yard on such special easement, which shall not be deemed a trespass.

3.9 **Easements Reserved to Declarant**. The Declarant hereby reserves unto itself, the right to grant easements over, upon, under and across all Common Areas, including, but not limited

to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

ARTICLE 4

CDD

4.1 **Generally**. The CDD shall have such authority and perform those services consistent with Chapter 190 of the Florida Statutes with respect to the Property. Services shall include, but not be limited to the following:

4.1.1 Maintenance and repair of tracts conveyed to the CDD (whether by the Plat or otherwise), together with all improvements located thereon;

4.1.2 Maintenance and repair of areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public;

4.1.3 Pay for the cost of water and sewer provided by the applicable utility company serving the Property, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public (to the extent such costs are not paid directly by Owners);

4.1.4 Maintenance and repair of the Storm Water Management System, including drainage easements and drain pipes not maintained by other utility providers, or the City of Wildwood;

4.1.5 Maintenance and repair of the landscaping and irrigation on islands and cul-de-sacs located within the roadways, if any;

4.1.6 Maintenance and repair of the Perimeter Fence in accordance with Section 2.36 hereof;

4.1.7 Maintenance and repair to the top and exterior of the walls and/or fences, but not any railings, located on or adjacent to: (a) the rear lot lines of Homesites 6, 7, 11, and 26 through 35; (b) the easterly boundary of Homesites 16 and 17; and (c) the southerly boundary of Homesite 72; and

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 18 of 30 B: 4804 P: 18 By: BO

4.1.7 Maintenance and repair, including structural repair, to the walls and/or fences located on or adjacent to Tract E of the subdivision.

4.2 **Fees**. Each Owner, by acceptance of the deed to their Homesite, acknowledges and agrees that the CDD shall have the right to impose fees on such Homesite and Owner for the provision of amenities or other services, and that such fees may be in addition to any sums payable or due hereunder.

4.3 **Delegation**. The Declarant shall have the right to delegate its rights and obligations hereunder to the CDD (which shall be in addition, if applicable, to the services specified in Section 4.1), and which shall include the right to enforce, on Declarant's behalf, the provisions of Article 2 hereof.

ARTICLE 5

LIENS

5.1 **Liens**. All sums charged against any Owner, Home or Homesite by Declarant or its designee (including, but not limited to the CDD) with respect to the matters set forth herein, together with court costs, reasonable attorneys' fees, late charges and interest (at the statutory rate) shall be secured by an equitable charge and continuing lien on such Homesite. Such lien shall be superior to all other liens and encumbrances on such Parcel from and after the date of recording of a claim of lien in the public records by the Declarant or its designee. Declarant shall have the power and authority, in its sole judgment and discretion, to release the lien or to subordinate it to any other lien. The Declarant shall have the right to take any action it may determine to collect the sums evidenced by any such lien or institute an action to foreclose said lien. The costs of collecting any such lien (including attorneys fees and costs) shall be included in such lien.

ARTICLE 6

DEFAULTS

6.1 **Defaults**. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees of any of the provisions of this Declaration or the AR Guidelines, the Declarant shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Declarant, or if any similar violation is thereafter repeated, the Declarant may, at its option take any one or all of the following actions:

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 19 of 30 B: 4804 P: 19 By: BO

6.1.1 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

6.1.2 Commence an action to recover damages; and

6.1.3 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Declarant as provided herein, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Declarant in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Declarant in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be charged against the applicable Owner, shall be a lien on the Homesite, and shall be due upon written demand by the Declarant.

6.2 **Negligence**. An Owner shall be liable and may be charged by the Declarant for the expense of any maintenance, repairs or replacement rendered necessary by such Owner's act, neglect or carelessness.

6.3 **Responsibility of an Owner for Occupants, Tenants, Guests and Invitees**. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Home, and for all employees, tenants, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Declarant, the Owner shall be charged for same, which shall be a lien against such Owner's Homesite in accordance with the terms hereof. Furthermore, any violation of any of the provisions of this Declaration or the rules and regulations promulgated hereunder by any resident of any Home, or any guest or invitee of an Owner or of any resident of a Home shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

6.4 **Right of Declarant to Evict Tenants, Occupants, Guests, and Invitees**. With respect to any tenant or any person present in any Home or any portion of the Property, other than an Owner and the members of his or her immediate family permanently residing with him or her in the Home, if such person shall materially violate any provision of this Declaration or the rules and regulations promulgated hereunder, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Declarant or the CDD, then upon written notice by the Declarant such person shall be required to immediately leave the Property and if such person does not do so, the Declarant is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be charged to the applicable Owner payable within thirty (30) days of demand, and the Declarant may collect such

sums and have a lien against the Home and the Owner for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Declarant.

6.5 **No Waiver**. The failure of the Declarant to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant to enforce such right, provision, covenant, or condition in the future.

6.6 **Rights Cumulative**. All rights, remedies and privileges granted to the Declarant pursuant to any terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Declarant thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

6.7 **Enforcement By or Against other Persons**. In addition to the foregoing, this Declaration may be enforced by Declarant (or its designee, which may include, but is not limited to the CDD), by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

6.8 **Delegation**. The Declarant shall have the right to delegate to the CDD its right to pursue the remedies and rights in this Article 6 as provided in Article 6 hereof, provided, however, that such delegation shall not limit the rights of Declarant hereunder.

ARTICLE 7

ARCHITECTURAL REVIEW

7.1 **Composition of Architectural Review Board**. The Declarant, acting in its own name or Declarant's appointed agent, shall constitute the Architectural Review Board (referred to herein as "**ARB**"). At such time as Declarant in its sole and absolute discretion shall determine, Declarant may, in lieu of continuing to serve as the ARB, transfer the authority to serve in that capacity to the CDD. The Declarant and/or the CDD, as applicable, may designate an agent or agent(s) from time to time to serve as the ARB.

7.2 **Matters Subject to Review**. After the Initial Home has been constructed and except for: (a) matters expressly reserved to the Declarant pursuant to the provisions of this

Declaration and/or (b) matters which are expressly permitted in this Declaration without ARB review, no reconstruction, additions, alterations or modifications to the Home, or in the locations or utility connections of the Home, nor any buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without, in each instance, the prior written consent of the ARB; provided however that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article 7. Nothing contained herein shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure.

7.3 **Submission of Plans**. Prior to the initiation of construction upon any Homesite subject to the review of the ARB pursuant to Section 7.2, the Owner thereof shall first submit to the ARB any information deemed reasonably necessary by the ARB for the performance of its function. Such information may or may not include a complete set of plans and specifications for the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, and specifications of materials and exterior colors. As a precondition of approval of any plans and specifications or other materials submitted to it, the ARB may assess a reasonable fee, including a fee for initial review and approval and for inspections of construction to assure compliance with the approved plans and specifications and other materials.

7.4 **Plan Review**. Upon receipt by the ARB of all of the information required by this Article 7 for any matter requiring ARB review pursuant to this Declaration, the ARB shall have thirty (30) days in which to review said information. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; (iv) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit, (v) confirming that the improvements comply with the then-applicable AR Guidelines (or should be granted an exemption therefrom), and (vi) confirming that the proposed work complies with the construction plans for the Surface Water Management System approved and on file with SWFWMD. In the event that the ARB fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

7.5 **Contingent Approval**. In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans.

7.6 **Maintenance**. All buildings, fences, walls, outbuildings, landscaping, or other structures or improvements approved by the ARB shall be maintained in accordance with the Plans submitted to the ARB, and in good condition as determined by the ARB, all consistent with the

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 22 of 30 B: 4804 P: 22 By: BO

requirements of Article 2 hereof. Without limiting the foregoing, all landscaping shall be maintained in a healthy condition. Any failure to maintain any such buildings, fence, wall, outbuilding, landscaping, or other structures or improvements in accordance with the approval obtained from the ARB, and in reasonable condition as determined by the ARB, shall constitute a default hereunder, entitling the Declarant to pursue the remedies set forth therein, together with such other remedies are available at law or in equity.

7.7 **Non-Conforming Structures**. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARB. The Declarant may maintain an action at law or in equity for the removal or correction of the nonconforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

7.8 **Immunity of ARB Members**. No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Declarant shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice. Any approval given by the ARB, whether written, spoken, or implied, shall not constitute or imply compliance with this Declaration or any governmental regulations.

7.9 **Address for Notice**. Requests for approval or correspondence with the ARB shall be in writing and mailed or delivered to the principal office of the Declarant at that address, through an online process as may be established from time to time by Declarant, or such other address as may be designated from time to time by the Declarant. No correspondence or request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

7.10 **Variances**. The ARB may authorize variances in compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require and the other requirements of this Article 7 are met. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements and requirements imposed by any governmental or municipal authority.

7.11 **Attorneys Fees and Costs**. For all purposes necessary to enforce or construe this Article, the ARB and the Declarant, shall be entitled to collect reasonable attorneys fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the Declarant within fifteen (15) days of Declarant providing to Owner a written notice thereof, the Declarant may place a lien on such Owner's Homesite in the amount of said fees, costs, and expenses against such Owner which lien shall constitute a lien on the Owner's Homesite pursuant to Section 5.1 and shall be collectible as set forth in this Declaration.

ARTICLE 8
COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

8.1 **No Partition**. Recognizing that the full use and enjoyment of any Homesite is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Homesites, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as set forth in Section 3.5 hereof, or otherwise as an appurtenance to and in the same transaction with, a transfer of title to a Homesite. Any conveyance or transfer of a Homesite shall include the right to use and enjoyment of the Common Areas appurtenant to such Homesite subject to reasonable rules and regulations promulgated by the Declarant for such use and employment, whether or not such rights shall have been described or referred to in the deed by which said Homesite is conveyed.

ARTICLE 9

AMENDMENTS TO DECLARATION

9.1 **General Amendments**. This Declaration may be amended by Declarant, without the consent of any other Owner, at any time that Declarant is an Owner, and after such time, then this Declaration may be amended by the affirmative vote or written consent of the Owners owning not less than two-thirds (2/3) of the Homesites. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant (even after such time as Declarant no longer is an Owner) without the prior written consent of the Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

9.2 **Additional Requirements for Amendments**. Any amendment to this Declaration which alters the Storm Water Management System, beyond maintenance in its original condition,

including the water management provisions of the Common Areas, must have the prior written approval of SWFWMD, notwithstanding any other provisions contained herein.

ARTICLE 10

STORM WATER MANAGEMENT SYSTEM

10.1 **Responsibility for Surface Water or Storm Water Management System**. Except for the obligations of Owners set forth in Section 2.35 hereof, the CDD shall be responsible for the maintenance, operation and repair of the Storm Water Management System. Maintenance of the Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by SWFWMD. The CDD, its successors and assigns, shall be responsible for such maintenance and operation (other than to the extent any other governmental body assumes responsibility for such maintenance and operation). Any repair or reconstruction of the Storm Water Management System shall be as permitted, or as modified, or as approved by SWFWMD.

10.2 **Enforcement**. SWFWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

ARTICLE 11

GENERAL PROVISIONS

11.1 **Parties Who May Seek Enforcement.** If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, or any rules and regulations of the Declarant promulgated hereunder, it shall be lawful for Declarant and any Owner (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions or (b) to maintain proceedings in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all such violations or attempted violations or seeking any other legal or equitable relief available. Should any such party be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of sums due, including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be

deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof. Notwithstanding the foregoing, SWFWMD shall have the right to enforce, by proceeding in law or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

11.2 **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.3 **Duration**. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Owners and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Homesites. Any revocation must be recorded.

11.4 **Transfer of Assets to Local Government**. The Declarant and/or the CDD may transfer Common Areas to any local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Declarant property to standards and conditions required by the local government.

11.5 **Litigation**. In any litigation arising out of, or relating to, this Declaration, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

11.6 **Development Agreement**. Each Owner, by acceptance of a deed to a Homesite, hereby automatically agrees that its Home, Homesite, all improvements and activities thereon and use thereof shall be subject to the Development Agreement, as it may be amended from time to time. Each Owner further acknowledges and agrees that Declarant, and its affiliates and assigns reserve the right to unilaterally amend the Development Agreement, including but not limited to, the right to add or incorporate additional lands and subdivisions to the property subject to the Development Agreement without the joinder of any Owner whatsoever, and each Owner waives any objection to such amendments of the Development Agreement.

[signature on following page]

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 26 of 30 B: 4804 P: 26 By: BO

DATED this 17 day of January 2025.

WITNESSES:

Julie Royals
Print Name: Julie Royals
Address: 7580 Middleton Drive
Middleton, Florida 34762

Zoey Devine
Print Name: Zoey Devine
Address: 7580 Middleton Drive
Middleton, Florida 34762

THE VILLAGES DEVELOPMENT COMPANY LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Robert L. Chandler IV, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me ☑ in person OR ☐ via online notarization this 17 day of January, 2025, by Robert L. Chandler IV, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

Zoey Devine
NOTARY PUBLIC-STATE OF FLORIDA
Print Name: Zoey Devine
Serial/Commission Number: _____
Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 27 of 30 B: 4804 P: 27 By: BO

Middleton Unit 6 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
2	18'	10'	5'	7.5'
3	18'	10'	5'	7.5'
4	18'	10'	5'	7.5'
5	18'	10'	5'	7.5'
6	18'	10'	5'	7.5'
7	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
9	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
14	18'	10'	5'	7.5'
15	18'	10'	5'	7.5'
16	18'	10'	5'	7.5'
17	18'	10'	5'	7.5'
18	18'	10'	5'	7.5'
19	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
23	18'	10'	5'	7.5'
24	18'	10'	5'	7.5'
25	18'	10'	5'	7.5'
26	18'	10'	5'	7.5'
27	18'	10'	5'	7.5'
28	18'	10'	5'	7.5'
29	18'	10'	5'	7.5'
30	18'	10'	5'	7.5'
31	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'
34	18'	10'	5'	7.5'
35	18'	10'	5'	7.5'
36	18'	10'	5'	7.5'
37	18'	10'	5'	7.5'
40	18'	10'	5'	7.5'
41	18'	10'	5'	7.5'
42	18'	10'	5'	7.5'
43	18'	10'	5'	7.5'
44	18'	10'	5'	7.5'
45	18'	10'	5'	7.5'
46	18'	10'	5'	7.5'

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 28 of 30 B: 4804 P: 28 By: BO

Middleton Unit 6 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
47	18'	10'	5'	7.5'
48	18'	10'	5'	7.5'
49	18'	10'	5'	7.5'
50	18'	10'	5'	7.5'
51	18'	10'	5'	7.5'
52	18'	10'	5'	7.5'
53	18'	10'	5'	7.5'
55	18'	10'	5'	7.5'
58	18'	10'	5'	7.5'
59	18'	10'	5'	7.5'
60	18'	10'	5'	7.5'
61	18'	10'	5'	7.5'
62	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
66	18'	10'	5'	7.5'
67	18'	10'	5'	7.5'
68	18'	10'	5'	7.5'
69	18'	10'	5'	7.5'
70	18'	10'	5'	7.5'
72	25'	10'	5'	7.5'
73	25'	10'	5'	7.5'
74	25'	10'	5'	7.5'
75	25'	10'	5'	7.5'
76	18'	10'	5'	7.5'
77	18'	10'	5'	7.5'
78	18'	10'	5'	7.5'
79	18'	10'	5'	7.5'
80	18'	10'	5'	7.5'
81	18'	10'	5'	7.5'
83	18'	10'	5'	7.5'
84	18'	10'	5'	7.5'
85	18'	10'	5'	7.5'
86	18'	10'	5'	7.5'
87	18'	10'	5'	7.5'
88	18'	10'	5'	7.5'
89	18'	10'	5'	7.5'
90	18'	10'	5'	7.5'
91	18'	10'	5'	7.5'
92	18'	10'	5'	7.5'

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 29 of 30 B: 4804 P: 29 By: BO

Middleton Unit 6 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
93	18'	10'	5'	7.5'
94	18'	10'	5'	7.5'

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560007455 Date: 02/12/2025 Time: 11:47AM
Page 30 of 30 B: 4804 P: 30 By: BO

Middleton Unit 6 - Corner Home Sites					
Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
1	18'	10'	10'	5'	7.5'
10	18'	10'	10'	5'	7.5'
12	18'	10'	10'	5'	7.5'
21	18'	10'	10'	5'	7.5'
22	18'	10'	10'	5'	7.5'
38	18'	10'	10'	5'	7.5'
39	18'	10'	10'	5'	7.5'
54	18'	10'	10'	5'	7.5'
56	18'	10'	10'	5'	7.5'
57	18'	10'	10'	5'	7.5'
64	18'	10'	10'	5'	7.5'
65	18'	10'	10'	5'	7.5'
71	18'	10'	10'	5'	7.5'
82	18'	10'	10'	5'	7.5'
95	18'	10'	10'	5'	7.5'

Rec. 52.50
Copy 6.00
58.50

Erin C Munz, Sumter County Clerk of Court
Inst: 202560010001 Date: 02/28/2025 Time: 9:13AM
Page 1 of 6 B: 4813 P: 194 By: BO

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 6

a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 22, Pages 34, 34A through 34F, inclusive, Public Records of Sumter County, Florida.

A. On February 12, 2025, The Villages Development Company, LLC, a Florida limited liability company, as Declarant recorded in Official Records Book 4804, Page 1 (Instrument #202560007455), Public Records of Sumter County, Florida, a DECLARATION OF COVENANTS AND RESTRICTIONS for the subdivision known as MIDDLETON UNIT NO. 6 (the "Declaration").

B. At this time, in accordance with the rights reserved in Section 9.1 of the Declaration, Declarant wishes to amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Declaration is hereby amended by deleting Exhibit "A" attached to the Declaration and replacing it with ***Exhibit "A"*** attached hereto.

2. Capitalized terms used but not defined herein shall have the meaning given to them in the Declaration.

3. Except as herein amended, all other terms and provisions of the Declaration remain in full force and effect.

(Signature on Following Page)

Erin C Munz, Sumter County Clerk of Court
Inst: 202560010001 Date: 02/28/2025 Time: 9:13AM
Page 2 of 6 B: 4813 P: 195 By: BO

DATED this 24th day of February, 2025.

WITNESSES:

Julie Royals
Print Name: Julie Royals
Address: 7580 Middleton Drive
Middleton, Florida 34762

Zoey Devine
Print Name: Zoey Devine
Address: 7580 Middleton Drive
Middleton, Florida 34762

DECLARANT

THE VILLAGES DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Robert L. Chandler IV, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 24th day of February, 2025, by Robert L. Chandler IV, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, who is personally known to me.

Zoey Devine
Notary Public – State of Florida
Print Name: Zoey Devine
Commission Number: _____
Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

V:\Restrictions\Middleton\Unit No. 6 240173V\Declaration of Covenants and Restrictions - First Amendment.docx

Erin C Munz, Sumter County Clerk of Court
Inst: 202560010001 Date: 02/28/2025 Time: 9:13AM
Page 3 of 6 B: 4813 P: 196 By: BO

Exhibit "A"

Middleton Unit 6 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
2	18'	10'	5'	7.5'
3	18'	10'	5'	7.5'
4	18'	10'	5'	7.5'
5	18'	10'	5'	7.5'
6	18'	10'	5'	7.5'
7	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
9	18'	10'	5'	7.5'
11	10'	10'	5'	7.5'
13	18'	10'	5'	7.5'
14	18'	10'	5'	7.5'
15	18'	10'	5'	7.5'
16	18'	10'	5'	7.5'
17	18'	10'	5'	7.5'
18	18'	10'	5'	7.5'
19	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
23	18'	10'	5'	7.5'
24	18'	10'	5'	7.5'
25	18'	10'	5'	7.5'
26	18'	10'	5'	7.5'
27	18'	10'	5'	7.5'
28	18'	10'	5'	7.5'
29	18'	10'	5'	7.5'
30	18'	10'	5'	7.5'
31	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'
34	18'	10'	5'	7.5'
35	18'	10'	5'	7.5'
36	18'	10'	5'	7.5'
37	18'	10'	5'	7.5'
40	18'	10'	5'	7.5'
41	18'	10'	5'	7.5'
42	18'	10'	5'	7.5'
43	18'	10'	5'	7.5'
44	18'	10'	5'	7.5'
45	18'	10'	5'	7.5'
46	18'	10'	5'	7.5'

Erin C Munz, Sumter County Clerk of Court
Inst: 202560010001 Date: 02/28/2025 Time: 9:13AM
Page 4 of 6 B: 4813 P: 197 By: BO

Exhibit "A"

Middleton Unit 6 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
47	18'	10'	5'	7.5'
48	18'	10'	5'	7.5'
49	18'	10'	5'	7.5'
50	18'	10'	5'	7.5'
51	18'	10'	5'	7.5'
52	18'	10'	5'	7.5'
53	18'	10'	5'	7.5'
55	18'	10'	5'	7.5'
58	18'	10'	5'	7.5'
59	18'	10'	5'	7.5'
60	18'	10'	5'	7.5'
61	18'	10'	5'	7.5'
62	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
66	18'	10'	5'	7.5'
67	18'	10'	5'	7.5'
68	18'	10'	5'	7.5'
69	18'	10'	5'	7.5'
70	18'	10'	5'	7.5'
72	25'	10'	5'	7.5'
73	25'	10'	5'	7.5'
74	25'	10'	5'	7.5'
75	25'	10'	5'	7.5'
76	18'	10'	5'	7.5'
77	18'	10'	5'	7.5'
78	18'	10'	5'	7.5'
79	18'	10'	5'	7.5'
80	18'	10'	5'	7.5'
81	18'	10'	5'	7.5'
83	18'	10'	5'	7.5'
84	18'	10'	5'	7.5'
85	18'	10'	5'	7.5'
86	18'	10'	5'	7.5'
87	18'	10'	5'	7.5'
88	18'	10'	5'	7.5'
89	18'	10'	5'	7.5'
90	18'	10'	5'	7.5'
91	18'	10'	5'	7.5'
92	18'	10'	5'	7.5'

Erin C Munz, Sumter County Clerk of Court
Inst: 202560010001 Date: 02/28/2025 Time: 9:13AM
Page 5 of 6 B: 4813 P: 198 By: BO

Exhibit "A"

Middleton Unit 6 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
93	18'	10'	5'	7.5'
94	18'	10'	5'	7.5'

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560010001 Date: 02/28/2025 Time: 9:13AM
Page 6 of 6 B: 4813 P: 199 By: BO

Middleton Unit 6 - Corner Home Sites

Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
1	18'	10'	10'	5'	7.5'
10	18'	10'	10'	5'	7.5'
12	18'	10'	10'	5'	7.5'
21	18'	10'	10'	5'	7.5'
22	18'	10'	10'	5'	7.5'
38	18'	10'	10'	5'	7.5'
39	18'	10'	10'	5'	7.5'
54	18'	10'	10'	5'	7.5'
56	18'	10'	10'	5'	7.5'
57	18'	10'	10'	5'	7.5'
64	18'	10'	10'	5'	7.5'
65	18'	10'	10'	5'	7.5'
71	18'	10'	10'	5'	7.5'
82	18'	10'	10'	5'	7.5'
95	18'	10'	10'	5'	7.5'

Inst. Number: 202560026570 Book: 4875 Page: 582 Page 1 of 2 Date: 6/4/2025 Time: 8:39 AM
Erin C Munz Clerk of Courts, Sumter County, Florida

Rec. 18.50
copy 2.00
20.50

Erin C Munz, Sumter County Clerk of Court
Inst: 202560026570 Date: 06/04/2025 Time: 8:39AM
Page 1 of 2 B: 4875 P: 582 By: BO

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 6

a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 22, Pages 34, 34A through 34F, inclusive, Public Records of Sumter County, Florida.

A. On February 12, 2025, The Villages Development Company, LLC, a Florida limited liability company, as Declarant recorded in Official Records Book 4804, Page 1 (Instrument #202560007455), a DECLARATION OF COVENANTS AND RESTRICTIONS for the subdivision known as MIDDLETON UNIT NO. 6, as amended by First Amendment to Declaration of Covenants and Restrictions recorded on February 28, 2025, in Official Records Book 4813, Page 194 (Instrument #202560010001), all in the Public Records of Sumter County, Florida (the "Declaration").

B. At this time, in accordance with the rights reserved in Section 9.1 of the Declaration, Declarant wishes to amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Declaration is hereby amended by inserting the following at the end of Section 2.3.5:

"Notwithstanding the foregoing, there shall be no Side Yard Improvement Setback along the western Side Yard Homesite line of Homesite 6."

2. The Declaration is hereby amended by inserting the following at the end of Section 3.8:

"Notwithstanding the foregoing, there shall be no easement or right of way along the western Side Yard Homesite line of Homesite 6."

3. Capitalized terms used but not defined herein shall have the meaning given to them in the Declaration.

4. Except as herein amended, all other terms and provisions of the Declaration remain in full force and effect.

(Signature on Following Page)

Erin C Munz, Sumter County Clerk of Court
Inst: 202560026570 Date: 06/04/2025 Time: 8:39AM
Page 2 of 2 B: 4875 P: 583 By: BO

DATED this 2nd day of June, 2025.

WITNESSES:

Print Name: Zoey Devine McNeil
Address: 7580 Middleton Drive
Middleton, Florida 34762

Print Name: Rosemary Karpovich
Address: 7580 Middleton Drive
Middleton, Florida 34762

DECLARANT

THE VILLAGES DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 2nd day of June, 2025, by Martin L. Dzuro, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine McNeil
Commission Number:
Commission Expires:

ZOEY DEVINE MCNEIL
Commission # HH 668718
Expires June 25, 2027

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

V:\Restrictions\Middleton\Unit No. 6 240173V\Declaration of Covenants and Restrictions - Second Amendment.docx

Declaration of Covenants and Restrictions for Middleton Unit No. 7

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 1 of 30 B: 4829 P: 276 By: BO

THIS INSTRUMENT PREPARED BY/RETURN TO:
Jennifer Slone Tobin, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1600
Orlando, FL 32801

256.50
30 00 Copy
286.50

DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 7

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 7 (the "**Declaration**") is made on February 18, 2025, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company (The Villages Development Company, LLC, its successor and assigns, is hereinafter referred to as the "**Declarant**").

RECITALS

A. Declarant is the sole owner in fee simple of certain real property located in Sumter County, Florida, platted as Middleton Unit No. 7, as per plat thereof (the "**Plat**") recorded in Plat Book 22, at Pages 44 through 44A-H, Public Records of Sumter County, Florida (the "**Property**").

B. Declarant desires to provide for the preservation of values and maintenance of certain common facilities in the Property, and so desires to subject all of the Homesites and Homes (as each is hereinafter defined), and each part thereof (but not the tracts and other areas of the Property) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

1.1 "**Architectural Review Board**" or "**ARB**" shall mean the Declarant or its designee, as described in Section 7.1 hereof.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 2 of 30 B: 4829 P: 277 By: BO

1.2 **"AR Guidelines"** shall mean the Architectural Review Manual for construction, operation and maintenance of Homes and Homesites within the Property, as adopted and amended by the Declarant from time to time.

1.3 **"CDD"** shall mean Middleton Community Development District A.

1.4 **"City"** shall mean the City of Wildwood, in the State of Florida.

1.5 **"Common Areas"** shall mean and refer to those areas of land within the Property which are intended to be used and enjoyed by all Owners of Homesites, which include without limitation, entry areas, entry gates, and sign islands; drainage retention areas; the Storm Water Management System; recreational areas, parks, postal facilities, and appurtenant parking areas; lands owned by or conveyed to the CDD per the Plat or otherwise; and all improvements now or hereafter constructed thereon, including, without limitation, walkways, paths, utilities, lighting systems, signage, structures, gates, access systems, recreational facilities, and landscaping; and together with all other improvements which are specifically described herein to be maintained by the CDD. All personal property and real property, including easements, licenses, leaseholds, or other real property interests, owned by the CDD or maintained by the CDD for the common use and enjoyment of the Owners or third parties, are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests, and persons occupying "*Homes*" on a guest or tenant basis, and third parties or other entities having a legal right to use the same, to the extent authorized by this Declaration.

1.6 **"County"** shall mean the County of Sumter, in the State of Florida.

1.7 **"Declarant"** shall mean and refer to The Villages Development Company, LLC, a Florida limited liability company.

1.8 **"Declaration"** shall mean and refer to this Declaration of Covenants and Restrictions for Middleton Unit No. 7 and any amendments and supplements thereto.

1.9 **"Development Agreement"** shall mean that certain The Villages of Southern Oaks Area B Chapter 163 Development Agreement, dated February 27, 2023, between The City of Wildwood, Florida, and The Villages Land Company, LLC, recorded in Official Records Book 4436, Page 101, Public Records of Sumter County, Florida, and as amended from time to time.

1.10 **"Front Yard"** shall mean the portion of each Homesite described by drawing a line through the centerpoint of any Home, which line runs parallel to the road or road right of way adjacent to the Homesite. The Front Yard shall be the portion of the Homesite on the side of the line so drawn lying nearest the road or road right-of-way. The Front Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the ARB shall be controlling and final.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 3 of 30 B: 4829 P: 278 By: BO

1.11 **"Home"** shall mean and refer to a detached single-family residential unit constructed on a Homesite for which a certificate of occupancy has been issued by the applicable governmental authorities.

1.12 **"Homesite"** shall mean and refer to any plot of land shown upon the Plat and designated as a numbered Homesite, and shall also include any plot of land shown upon any plat and designated as a numbered Homesite on property which is subsequently made subject to the terms of this Declaration in accordance with the provisions of Section 3.2 hereof.

1.13 **"Initial Home"** shall mean the initial home constructed on a Homesite by the Declarant, the plans for which shall be maintained by the Declarant.

1.14 **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "*Homesite*"; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.15 **"Plat"** shall mean and refer to the subdivision of Middleton Unit No. 7, as more particularly described in Recital A of this Declaration.

1.16 **"Property"** shall mean and refer to the property platted as Middleton Unit No. 7, as per the Plat, as well as any other real property subjected to the Declaration pursuant to Section 3.2 hereof.

1.17 **"Rear Yard"** shall mean the portion of each Homesite described by drawing a line through the center-point of any Home, which line runs parallel to the road or road right-of-way adjacent to the Homesite. The Rear Yard shall be the portion of the Homesite on the side of the line so drawn lying furthest from the road or road right-of-way. The Rear Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be the portion of the Homesite lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined herein the determination of the ARB shall be controlling and final.

1.18 **"Side Yard"** shall mean the portions of each Homesite described by drawing a line through the point of the Home which extends the furthest into the Front Yard, which line runs parallel to the road or road right-of-way adjacent to the Homesite, and by drawing a line through the point of the Home that extends the furthest into the Rear Yard, which lines runs parallel to the line previously described. The Side Yard shall be all portions of the Homesite, exclusive of the Home, lying between the two lines so described. In the case of any dispute as to the location of the Side Yard as defined herein, the determination of the ARB shall be controlling and final.

1.19 **"Storm Water Management System"** shall mean and refer to a system, temporary or permanent, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit,

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 4 of 30 B: 4829 P: 279 By: BO

treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted by SWFMD pursuant to the provisions of Chapters 62-330 of the Florida Administrative Code, as the same may be from time to time amended, supplemented, or replaced by other provisions of Florida law.

1.20 **"SWFMD"** shall mean the Southwest Florida Water Management District.

ARTICLE 2

USE RESTRICTIONS

2.1 **Use Restrictions**. The use restrictions contained in this Article shall apply uniformly to all Homesites and Homes on the Property except that, unless specifically set forth herein to the contrary, they shall not apply to the activities of the Declarant or the CDD within the Common Areas or easements, including construction of improvements by the Declarant or the CDD other than Homes.

2.2 **Residential Use Only**. No Homesite or Home shall be used for any purpose except for residential use. No commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite. No building shall be erected, altered, placed or permitted to remain on any Homesite other than Homes designated for residential use, with attached or detached private garages. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Homes as models or offices. No mobile homes shall be permitted on the Property.

2.3 **Development Standards**.

2.3.1 Square Footage. Homes shall always contain at least the square footage of living area contained in the Initial Home constructed on the Homesite by the Declarant. Living area includes only areas that are heated and cooled but expressly excludes garages, open porches, decks, and atriums, whether or not heated and cooled.

2.3.2 Roof Pitch. The minimum roof pitch for the main portion of the Home (excluding covered porches and decorative elements) shall be 4:12, or such greater steepness as was built for the Initial Home constructed on the Homesite by the Declarant.

2.3.3 Construction Type. Homes shall be conventionally built Homes. The Declarant shall construct the Initial Home on each Homesite.

2.3.4 Easements. No building or other vertical improvements shall be made within the easements created in favor of Declarant under this Declaration or in the Plat without the prior written approval of Declarant.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 5 of 30 B: 4829 P: 280 By: BO

2.3.5 Setbacks. Each Homesite and the Home constructed thereon (and any reconstruction, repair, addition or other vertical improvement) shall comply, in addition to all other requirements herein, with the setback requirements specified on **Exhibit A** attached hereto and made a part hereof.

2.4 **Subdivision - Multi Units**. Only one Home may be erected on each Homesite. No Homesite may be subdivided.

2.5 **No Temporary or Accessory Structures**. Except as set forth in Section 2.9 with respect to detached garages, no portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Homesite for storage or otherwise; provided, however that this prohibition shall not apply to: (a) shelters used by the Declarant or a licensed contractor during the construction of any Home; or (b) pergolas covering walkways on the Homesite, which match the general aesthetic of the Home if approved by the ARB.

2.6 **Livestock and Animal Restrictions**. No animal shall be kept or maintained on any Homesite (including but not limited to in the Home) except conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Homesites. Without limiting the foregoing, horses, cattle, pigs, and chickens are not allowed. The Declarant shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Homesites. Such permitted animals shall be kept on the Owner's Homesite and shall not be allowed off the premises of the Owner's Homesite except under restraint and in the company of the Owner, a member of the Owner's family, or servant. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

2.7 **Restriction on Activity**. No noxious or offensive activity shall be conducted or permitted to exist upon any Homesite or in any Home, nor shall anything be done or permitted to exist on any Homesite or in any Home that may be or may become an annoyance or private or public nuisance. No Homesite, driveway, or Common Area shall be used for purposes of vehicle repair or maintenance. This restriction shall not apply to activities conducted by the Declarant in the construction, sale or maintenance of improvements upon the Property.

2.8 **Restrictions on Walls and Fences; Hedges**. No wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Homesite; provided however, fences or walls located in the Rear Yard and Side Yard shall be permitted only if (a) the design and materials are consistent with the then-applicable AR Guidelines, and (b) the Owner receives prior written approval of the ARB as to the specific location of the fence(s) or walls. No wall or fence may be painted or altered in appearance after installation, unless the foregoing criteria are met prior to such painting or alteration. All walls and fences must be maintained and repaired in good condition, and all hedges must be neatly trimmed.

2.9 **Garages**. Each Home shall have either an attached or detached garage. No Owner may change the nature of the garage (i.e. attached or detached) from that installed as a part of the Initial Home (whether in connection with a remodel, repair or a rebuild). Garages must be maintained operational for the storage of automobiles, boats, and other motor vehicles. Garage doors shall be predominantly opaque and remain closed except when in actual use to allow ingress and egress into the garage, and any change in garage door from that installed for the Initial Home must be consistent in design with the aesthetics of the Home and the surrounding neighborhood. The addition of carports that are of a design, material and appearance uniform with that of the Initial Home may be permitted if consistent with the then-applicable AR Guidelines and if the Owner receives prior written approval of the ARB as to the location, design and aesthetic of the carport.

2.10 **Insect Control; Fire Control; Trash Removal**. In order to implement effective insect, reptile, rodent, and fire control, the Declarant and its agents shall have the right, but not the duty, to enter upon any Homesite, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Declarant and its agents may enter upon such land to remove any trash which has collected on such Homesite or Home without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Homesite nor to provide garbage or trash removal services. Any and all costs incurred by the Declarant in exercising its rights under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.11 **Clothes Lines**. No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Homesite.

2.12 **Exterior Antennas, etc**. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Homesite or Home thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Homes only if such dishes are mounted to those portions of the Home directly facing the Side Yard or the Rear Yard of the Homesite.

2.13 **Exterior Paint**. The only color paints that may be used on the exterior of any Home are (a) the same palette of exterior paint (i.e. dominant and accent colors) used on the Initial Home in the same location as used on the Initial Home; or (b) any other palette of exterior paints as contained at the time of repainting in the then-applicable AR Guidelines, with the applicable colors of the palette being applied to the designated portion of the Home (i.e. main Home vs. trim) as provided in the AR Guidelines, provided, however, that at the time of repainting, neither Home immediately adjacent to the Home being painted is painted with that same color palette.

2.14 **Signs**. No sign (whether commercial, political, personal, "for sale", "for rent" or otherwise) shall be erected or maintained on any Homesite or Home within public view except as may be required by legal proceedings. Such prohibition shall apply to commercial real estate signs advertising a particular Homesite or Home for sale or for rent. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Homesite or Home.

2.15 **Exterior Maintenance**. Each individual Owner shall have the responsibility to maintain the exterior of their respective Home in good condition. In addition to the foregoing, the Declarant shall have the right, but not the duty, to provide maintenance to any exterior areas visible from the roads or adjacent Homesites, including repairs to walls and roofs, painting, landscaping, and lawn maintenance. The Declarant shall have the right (but not the obligation) to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Home to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Declarant in performing repairs and maintenance under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.16 **Allowable Trim and Decoration**. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, without the prior written consent of the Declarant, and the Declarant shall only grant approval therefor if such improvements are consistent in design and color of the applicable Home, and consistent with the then-applicable AR Guidelines. All other outside decorations and ornaments, whether affixed to the Home or placed elsewhere on the Homesite, are prohibited. This restriction shall not apply to holiday decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, nor shall apply to any holiday decorations from the period commencing on Thanksgiving and extending until January 10th of the following year. Notwithstanding the foregoing, the Declarant may prohibit or restrict decorations which it determines, in its sole discretion, create a hardship on, or nuisance to, neighboring property, or otherwise interferes with the quiet and peaceful

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 8 of 30 B: 4829 P: 283 By: BQ

enjoyment by any other Owner of that Owner's Homesite. This restriction shall also not apply to a single flag pole which may not, however, extend higher than 22'.

2.17 **Window Tinting**. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the Declarant.

2.18 **Unit Air Conditioners**. No air conditioning units may be mounted to windows or walls unless the location, method of installation and appearance has been approved in writing by the Declarant. It is the intention of this provision to authorize the Declarant to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds; provided, however, that the Declarant shall not unreasonably withhold its approval of split systems which are compliant with the then-applicable AR Guidelines. All other air conditioning units shall be located in the Rear Yard or Side Yard and shall be effectively screened by plant matter or opaque fencing as required by the then-applicable AR Guidelines.

2.19 **Interior Maintenance**. Each individual Owner shall have the responsibility to maintain the interior of their respective Home in such fashion so as not to create a health or safety hazard to adjoining Homes or to create a nuisance.

2.20 **Vehicles**. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle or an Owner's vehicle used for their occupation, shall be parked or maintained on any Homesite or public right-of-way, except in an enclosed garage. No private passenger vehicle or Owner's occupational vehicle containing hazardous materials, fuel for other vehicles, noxious or offensive materials shall be parked or maintained on any Homesite or public right-of-way. No private passenger vehicle or Owner's occupational vehicle in excess of 1 ton size shall be parked or maintained on any Homesite or public right-of-way.

2.21 **Construction on Homesites**.

2.21.1 All construction on any Home shall be completed within twelve (12) months from the issuance of the building permit for that Home; provided, however that such restriction shall not apply to the construction of the Initial Home. If any construction on a Homesite, once commenced is discontinued for a period of at least sixty (60) consecutive days, the ARB and/or the Declarant shall have the right, in addition to any other rights and remedies hereunder, to require the Owner to raze (or repair any unsightliness caused by) all partially completed improvements on the Homesite, remove all debris and rubble, fill in all foundations, and/or return the Homesite to grade and landscape the entire Homesite with sod per the provisions of Section 2.23 hereof (to be maintained per Section 2.15 hereof), within thirty (30) days following written notice from the ARB or the Declarant.

2.21.2 All construction on any Homesite (including any remodeling or rebuild following a casualty) shall be: (a) subject to the provisions of Article 7 hereof, including the plan review provisions thereof; (b) subject to any approval rights of Declarant contained herein; and (c)

at that Homesite Owner's risk. Homesite Owner shall be responsible for any damage to Common Areas, other Homesites, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Homesite. Repairs of construction damage must be made by the Owner within thirty (30) days.

2.21.3 If the Owner fails to timely take the actions required under Sections 2.21.1 or 2.21.2 hereof, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite or upon the exterior of any Home for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section (whether on the Owner's Homesite, any other Homesite, any Common Areas, utilities, public rights-of-way, sidewalks or curbing) shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.22 **Recreational Equipment**. All recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard. Any other recreational equipment shall be kept within the Home except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Home.

2.23 **Grassed Areas and Yards**. All sodded areas on a Homesite shall be serviced by an in-ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Homesite in a neat, clean, orderly and healthy condition. Each Owner shall also maintain all sodded areas between the Owner's Homesite and the pavement of any adjacent paved street. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All areas of the yard that are not landscaped must be sodded. All grass shall be of a type approved for use in the then-applicable AR Guidelines. Sodded areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. Owners may expand the size of, and create additional landscaped areas only upon prior written consent of the Declarant. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Home, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Home. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Homesite including any easements located on or adjacent thereto, including front, side, and rear road and utility easements. Owners are encouraged to and may add and replace landscape that is more

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 10 of 30 B: 4829 P: 285 By: BO

water-conservative and draught-tolerant than provided with the Initial Home, however, any such alterations visible from roadways or Common Areas must receive the prior written approval of the ARB, which shall require, at a minimum, that the aesthetics of such landscaping be compatible with the Home and the surrounding neighborhood.

2.23.1 **Vacant Homesites**. The grassy areas of any vacant Homesites shall be kept regularly mowed and trimmed, and all areas of vacant Homesites shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. If the Owner fails to maintain a vacant Homesite as so required, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.24 **Pools; Spas**. No above-ground pools are permitted within the Property. Above ground spas are permitted within the Property. All spas and in-ground pools shall include a paved patio extending from the Home and completely surrounding the pool and spa and shall be located in the Rear Yard. All pool and spa enclosures, including screening, must be approved by the Declarant.

2.25 **Compliance With Development Agreement**. No Homesite or Home may, at any time, be used in a way contrary to, or which would create a violation of any terms contained in the Development Agreement, as amended from time to time.

2.26 **Storage**. No items may be stored on a Homesite outside a Home or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, and equipment shall be stored by an Owner out of view, except when in use. If the Owner fails to comply with the foregoing requirements, the Declarant shall have the right (but not the obligation) to enter upon any Homesite for the purpose of removing any such unpermitted items, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 11 of 30 B: 4829 P: 286 By: BO

2.27 **Household Garbage and Yard Trash**. The Declarant will designate a solid waste hauler to service the Property and each Home must use and pay for garbage services provided by the solid waste hauler selected by the Declarant. Charges for trash service shall commence on the date the Owner purchase its Homesite and Home, and that the fees for such service is payable on a year-round basis, regardless of use or occupancy. No Homesite Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Homesite, except for the removal of lawn waste by a tree removal or landscaping service. No Homesite or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in the garage. On those days and only on those days when garbage pickup or trash pickup are made at the Homesite, the Owners shall place their garbage on their Homesite and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. Declarant and/or the solid waste hauler shall have the right to require that trash and garbage be put in receptacles for pickup, which receptacles shall be kept in the garage or at the rear of the Home out of sight from the street within an approved fenced or walled area. At any time that receptacles are required: (a) all receptacles will be removed from the curbside no later than sundown of the day of pickup, (b) all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle, and (c) in no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Home, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this Section, on a Homesite or on the Properties during construction of improvements to the Properties or construction of a Home. In the event any applicable garbage franchisee institutes a recycling program, Declarant reserves the right to require all Owners to participate in such program.

2.28 **Containers and Fuel Tanks**. All garbage and trash containers, bottled gas tanks, water softeners, and other similar tanks and containers shall be located in the garage or, subject to approval of the ARB, in the Rear Yard or a Side Yard adjacent to the Home (but in no event within any easements on the Homesite). Any such garbage or trash containers, bottled gas tanks, water softeners, and other similar containers located in the Rear Yard or Side Yard shall be located adjacent to the Home and, except for portable gas tanks typically used in connection with a propane grill, shall be installed underground or within an area screened by a wall, hedge, landscaping or fence which is not visible from any street or adjoining property.

2.29 **Gardens and Prohibited Plants**. Vegetable gardens may be grown only in the Rear Yard.

2.30 **Lighting**. All exterior lighting on any Homesite or Home must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Homesite upon which the lighting is erected. The Declarant shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the CDD, or any governmental entity.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 12 of 30 B: 4829 P: 287 By: BO

2.31 **Driveways**. All driveways shall be constructed of concrete, and shall extend from the pavement of a street adjacent to the Homesite to the garage constructed on the Homesite. Driveways may be painted and designed with stamped concrete or pavers, provided that the design of the painting, stamped concrete, and pavers shall be harmonious with the design and color of the Home, and no murals, depictions, sayings, or other non-geometric designs shall be permitted. The Declarant shall have final discretion to determine whether driveway improvements are in compliance with this Section, and any Owner, prior to making any such improvements or changes to the driveway installed with the Initial Home, shall first obtain the written approval of the Declarant. No Owner or other person shall extend any street or road, or create any street or road upon its Homesite, and no Homesite may be used as ingress and egress to any other property.

2.32 **Mail boxes**. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner. All mail will be delivered to key-accessed mailbox installations in locations designated by the Declarant and approved by the United States postal service.

2.33 **Leases**. Leasing of all or any portion of a Home is restricted to residential uses for a minimum period of six (6) months. All leases shall be in writing, shall specify such residential restriction and shall provide that the Declarant shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. A copy of any such lease shall be delivered to the Declarant upon request. Each lease shall contain the following provision:

> "The lessee hereby acknowledges that this lease is subject to the *Declaration of Covenants and Restrictions for Middleton Unit No. 7*, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys fees."

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest, or licensee of a Home occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than six (6) months. The Declarant shall have the right to collect attorneys' fees against any occupant or tenant and the owner of the Home in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this Section.

2.34 **Water and Sewer Systems**. Each Homesite will be serviced by a central water and sewer system. Septic systems, and private potable water or irrigation wells are prohibited.

2.35 **Water Management District Compliance**. Declarant shall, in constructing each Initial Home, comply with the construction plans for the Surface Water Management System approved and on file with SWFWMD. No Owner of property within the Property may construct

or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and Plat, unless prior approval is received from SWFWMD, and if applicable, any other appropriate governmental agency having jurisdiction. Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the Surface Water Management System approved and on file with SWFWMD and if such maintenance of designated flow paths is not properly undertaken by Owner, then the Declarant (and/or the CDD) shall have the right, but not the obligation enter onto the Homesite and reconstruct the intended flow pattern, with any such entry by the Declarant not being deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant or the CDD will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant or the CDD in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.36 **Maintenance of Perimeter Fences**. Any fences or walls, or combination thereof, constructed along Barr Boulevard (collectively, the "**Perimeter Fence**") shall be maintained as follows: (i) for those portions of the Perimeter Fence lying between a Homesite and a Common Area of public right-of-way, then the exterior faces thereof (i.e., the faces of the Perimeter Fence facing away from any adjacent Homesites), but not any railings, shall be maintained by the CDD, and (ii) for the remainder of such Perimeter Fence, including but not limited to the structural integrity thereof, maintenance shall be the responsibility of the Owner (and if any repair or damage affects more than one Homesite, then each affected Owner shall proportionally share in the costs thereof). No Owner may paint, modify, alter, attach any object to, damage, or otherwise affect any portion of the Perimeter Fence, and Owners whose Homesites are adjacent to any portion of the Perimeter Fence shall pressure wash, when necessary, and clean the interior faces thereof (i.e., the faces of the Perimeter Fence facing towards the adjacent Homesite). Declarant shall maintain a fence plan detailing specifically which fences or walls are to be deemed portions of the Perimeter Fence, and said plan shall be made available to Owners and shall be conclusive. If the Owner fails to maintain any portion of the Perimeter Fence located on a Homesite as so required, the Declarant shall have the right (but not the obligation) to perform such maintenance, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.37 **Restrictions on Use of Common Areas; Water Features**. Common Areas shall only be used for the purposes for which they are intended (i.e., parking areas for parking, playgrounds for playing, retention areas for water retention and fishing, etc.). The Declarant may promulgate reasonable rules and regulations governing use of the Common Areas from time to time, and the same shall be binding upon Owners. Notwithstanding the foregoing however, Owners acknowledge that the lakes, ponds, basins, retention and detention areas, marsh areas or other water-related areas within or outside of the Property (**"Water Features"**) are designed to detain, or retain, stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, such Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within any particular Water Feature at any given time is also subject to fluctuation due to droughts, floods, excessive rain and/or distribution due to irrigation activities. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level. Rules regarding access and use of the Water Features (i.e. fishing, boating, kayaking, etc.) shall be promulgated and enforced by the CDD, and each Owner, by acceptance of its Home and Homesite, acknowledges that it has no guaranty of a right to access or use any such Water Feature.

2.38 **Sounds**. All sounds emanating from a Home (whether from televisions, radios, computers, musical instruments, human voices, or otherwise) must be kept to a moderate level from 10:00 PM to one (1) hour before daylight.

2.39 **Solicitation**. Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Property.

2.40 **Rules and Regulations**. The Declarant reserves the right to establish such other reasonable rules and regulations governing the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of the Property, all of which will apply equally to the Owners. The rules and regulations may be contained in the AR Guidelines, or will become effective five (5) days following written notice to the Owners.

ARTICLE 3

PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATIONS; PROPERTY RIGHTS

3.1 **The Property**. The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

3.2 **Annexation**. Additional land adjacent to the Property may be annexed to the Property by the Declarant without the consent of the Owners, provided the annexation does not change the general nature or character of the subdivision. Upon annexation of said additional land,

the Owners of Homesites within the land so annexed for all intents and purposes shall be deemed subject to the provisions of this Declaration, with the right to use the Common Areas identified herein, or identified within the supplemental declaration referred to hereafter. The Owners of the Homesites shall be subject to this Declaration and the rules and regulations contemplated hereby in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners, except as may be specifically set forth in such supplemental declaration. When land is annexed, the Declarant shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed.

3.3 **Owner's Easements of Enjoyment**. Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Homesite subject to the following provisions:

3.3.1 any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, Plat or other conveyance or agreement creating the right of the Declarant in and to that portion of the Common Areas, or creating the right of third parties in and to that portion of the Common Areas; and

3.3.2 the right of the Declarant to dedicate or transfer all or any part of the Common Areas to the CDD, or any other any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Declarant.

3.4 **Easement for Access and Drainage**. The CDD shall have a perpetual non-exclusive easement over all areas of the Storm Water Management System for access to operate, maintain or repair the system. By this easement the CDD shall have the right to enter upon any portion of any Homesite which is a part of the Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Storm Water Management System as required by the Southwest Florida Water Management District permit. Additionally, the CDD and the Declarant shall have a perpetual non-exclusive easement for drainage over the entire Storm Water Management System. No person shall alter the drainage flow of the Storm Water Management System, including buffer areas or swales, without the prior written approval of SWFWMD.

3.5 **Delegation of Use**. Any Owner shall delegate such Owner's right of enjoyment to the Common Areas and facilities to any tenant of the Home at the time of entering into a lease of the Home and Homesite (which lease shall be entered into in accordance with the terms of this Declaration). During any period in which Owner has so delegated such Owner's right of enjoyment, the Owner shall not have the right to exercise such right of enjoyment, it being the intent that only the current occupant of the Home and such occupant's guests shall have the foregoing right of enjoyment.

3.6 **Construction and Sales**. There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Homesites), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Homesites within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Homesites.

3.7 **Common Area Utility Easements**. To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant as such Owner's agent and attorneys-in-fact with full power in such Owner's name, place and stead, to execute instruments creating, granting or modifying utility easements over the Common Areas; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

3.8 **Easements Over Homesites**. Easements and rights of way are hereby (a) reserved by Declarant for the construction, installation, and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cable, telephone, irrigation lines and other utilities, together with rights of ingress and egress necessary for the full utilization thereof, (b) reserved to the Declarant for the construction, installation, and maintenance of any portion of the Perimeter Fence located on such Homesites, and (c) reserved by Declarant for landscaping. Such easements and rights of way are hereby reserved and granted over: (i) a seven and one-half (7 ½) foot width along the Rear Yard Homesite lines, (ii) a ten (10) feet width along the Front Yard Homesite lines, and (iii) a five (5) feet width along the Side Yard Homesite lines. All such utilities and facilities in the easement along the Front Yard Homesite line shall be flush with, or below grade; provided however, the foregoing restriction shall not prohibit above grade utilities and facilities in those areas of the Front Yard easement that are also burdened by the Side Yard easement created in this Section 3.8. The Declarant shall have the right, in its sole discretion, to reduce the size of the easements granted in this Section 3.8 for any particular Homesite. Utility providers utilizing such easements covenant, as a condition to the right to use such easement, not to interfere with or disturb any equipment install within the easement area and to repair the grading and landscaping disturbed in connection with any utilization of said easement. In addition to the foregoing reservations, each Owner acknowledges that: (i) it shall maintain any landscaping and buffer yards installed in any special easement designated on the Plat; and (ii) allow Declarant to enter onto the Homesite for the purpose of installing any utilities, landscaping or buffer yard on such special easement, which shall not be deemed a trespass.

3.9 **Easements Reserved to Declarant**. The Declarant hereby reserves unto itself, the right to grant easements over, upon, under and across all Common Areas, including, but not limited to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 17 of 30 B: 4829 P: 292 By: BO

conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

ARTICLE 4

CDD

4.1 **Generally**. The CDD shall have such authority and perform those services consistent with Chapter 190 of the Florida Statutes with respect to the Property. Services shall include, but not be limited to the following:

4.1.1 Maintenance and repair of tracts conveyed to the CDD (whether by the Plat or otherwise), together with all improvements located thereon;

4.1.2 Maintenance and repair of areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public;

4.1.3 Pay for the cost of water and sewer provided by the applicable utility company serving the Property, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public (to the extent such costs are not paid directly by Owners);

4.1.4 Maintenance and repair of the Storm Water Management System, including drainage easements and drain pipes not maintained by other utility providers, or the City of Wildwood;

4.1.5 Maintenance and repair of the landscaping and irrigation on islands and cul-de-sacs located within the roadways, if any;

4.1.6 Maintenance and repair to the top and exterior of the walls and/or fences, but not any railings, located on or adjacent to the rear of Homesites 65 through 71; and

4.1.7 Maintenance and repair of the Perimeter Fence in accordance with Section 2.36 hereof.

4.2 **Fees**. Each Owner, by acceptance of the deed to their Homesite, acknowledges and agrees that the CDD shall have the right to impose fees on such Homesite and Owner for the provision of amenities or other services, and that such fees may be in addition to any sums payable or due hereunder.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 18 of 30 B: 4829 P: 293 By: BO

4.3 **Delegation**. The Declarant shall have the right to delegate its rights and obligations hereunder to the CDD (which shall be in addition, if applicable, to the services specified in Section 4.1), and which shall include the right to enforce, on Declarant's behalf, the provisions of Article 2 hereof.

ARTICLE 5

LIENS

5.1 **Liens**. All sums charged against any Owner, Home or Homesite by Declarant or its designee (including, but not limited to the CDD) with respect to the matters set forth herein, together with court costs, reasonable attorneys' fees, late charges and interest (at the statutory rate) shall be secured by an equitable charge and continuing lien on such Homesite. Such lien shall be superior to all other liens and encumbrances on such Parcel from and after the date of recording of a claim of lien in the public records by the Declarant or its designee. Declarant shall have the power and authority, in its sole judgment and discretion, to release the lien or to subordinate it to any other lien. The Declarant shall have the right to take any action it may determine to collect the sums evidenced by any such lien or institute an action to foreclose said lien. The costs of collecting any such lien (including attorneys fees and costs) shall be included in such lien.

ARTICLE 6

DEFAULTS

6.1 **Defaults**. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees of any of the provisions of this Declaration or the AR Guidelines, the Declarant shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Declarant, or if any similar violation is thereafter repeated, the Declarant may, at its option take any one or all of the following actions:

6.1.1 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

6.1.2 Commence an action to recover damages; and

6.1.3 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration,

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 19 of 30 B: 4829 P: 294 By: BO

improvement or change which has not been approved by the Declarant as provided herein, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Declarant in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Declarant in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be charged against the applicable Owner, shall be a lien on the Homesite, and shall be due upon written demand by the Declarant.

6.2 **Negligence**. An Owner shall be liable and may be charged by the Declarant for the expense of any maintenance, repairs or replacement rendered necessary by such Owner's act, neglect or carelessness.

6.3 **Responsibility of an Owner for Occupants, Tenants, Guests and Invitees**. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Home, and for all employees, tenants, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Declarant, the Owner shall be charged for same, which shall be a lien against such Owner's Homesite in accordance with the terms hereof. Furthermore, any violation of any of the provisions of this Declaration or the rules and regulations promulgated hereunder by any resident of any Home, or any guest or invitee of an Owner or of any resident of a Home shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

6.4 **Right of Declarant to Evict Tenants, Occupants, Guests, and Invitees**. With respect to any tenant or any person present in any Home or any portion of the Property, other than an Owner and the members of his or her immediate family permanently residing with him or her in the Home, if such person shall materially violate any provision of this Declaration or the rules and regulations promulgated hereunder, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Declarant or the CDD, then upon written notice by the Declarant such person shall be required to immediately leave the Property and if such person does not do so, the Declarant is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be charged to the applicable Owner payable within thirty (30) days of demand, and the Declarant may collect such sums and have a lien against the Home and the Owner for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Declarant.

6.5 **No Waiver**. The failure of the Declarant to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant to enforce such right, provision, covenant, or condition in the future.

6.6 **Rights Cumulative**. All rights, remedies and privileges granted to the Declarant pursuant to any terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Declarant thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

6.7 **Enforcement By or Against other Persons**. In addition to the foregoing, this Declaration may be enforced by Declarant (or its designee, which may include, but is not limited to the CDD), by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

6.8 **Delegation**. The Declarant shall have the right to delegate to the CDD its right to pursue the remedies and rights in this Article 6 as provided in Article 6 hereof, provided, however, that such delegation shall not limit the rights of Declarant hereunder.

ARTICLE 7

ARCHITECTURAL REVIEW

7.1 **Composition of Architectural Review Board**. The Declarant, acting in its own name or Declarant's appointed agent, shall constitute the Architectural Review Board (referred to herein as "**ARB**"). At such time as Declarant in its sole and absolute discretion shall determine, Declarant may, in lieu of continuing to serve as the ARB, transfer the authority to serve in that capacity to the CDD. The Declarant and/or the CDD, as applicable, may designate an agent or agent(s) from time to time to serve as the ARB.

7.2 **Matters Subject to Review**. After the Initial Home has been constructed and except for: (a) matters expressly reserved to the Declarant pursuant to the provisions of this Declaration and/or (b) matters which are expressly permitted in this Declaration without ARB review, no reconstruction, additions, alterations or modifications to the Home, or in the locations or utility connections of the Home, nor any buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without, in each instance, the prior written consent of the ARB; provided however that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the

provisions of this Article 7. Nothing contained herein shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure.

7.3 **Submission of Plans**. Prior to the initiation of construction upon any Homesite subject to the review of the ARB pursuant to Section 7.2, the Owner thereof shall first submit to the ARB any information deemed reasonably necessary by the ARB for the performance of its function. Such information may or may not include a complete set of plans and specifications for the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, and specifications of materials and exterior colors. As a precondition of approval of any plans and specifications or other materials submitted to it, the ARB may assess a reasonable fee, including a fee for initial review and approval and for inspections of construction to assure compliance with the approved plans and specifications and other materials.

7.4 **Plan Review**. Upon receipt by the ARB of all of the information required by this Article 7 for any matter requiring ARB review pursuant to this Declaration, the ARB shall have thirty (30) days in which to review said information. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; (iv) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit, (v) confirming that the improvements comply with the then-applicable AR Guidelines (or should be granted an exemption therefrom), and (vi) confirming that the proposed work complies with the construction plans for the Surface Water Management System approved and on file with SWFWMD. In the event that the ARB fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

7.5 **Contingent Approval**. In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans.

7.6 **Maintenance**. All buildings, fences, walls, outbuildings, landscaping, or other structures or improvements approved by the ARB shall be maintained in accordance with the Plans submitted to the ARB, and in good condition as determined by the ARB, all consistent with the requirements of Article 2 hereof. Without limiting the foregoing, all landscaping shall be maintained in a healthy condition. Any failure to maintain any such buildings, fence, wall, outbuilding, landscaping, or other structures or improvements in accordance with the approval obtained from the ARB, and in reasonable condition as determined by the ARB, shall constitute a default hereunder, entitling the Declarant to pursue the remedies set forth therein, together with such other remedies are available at law or in equity.

7.7 **Non-Conforming Structures**. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARB. The Declarant may maintain an action at law or in equity for the removal or correction of the nonconforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

7.8 **Immunity of ARB Members**. No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Declarant shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice. Any approval given by the ARB, whether written, spoken, or implied, shall not constitute or imply compliance with this Declaration or any governmental regulations.

7.9 **Address for Notice**. Requests for approval or correspondence with the ARB shall be in writing and mailed or delivered to the principal office of the Declarant at that address, through an online process as may be established from time to time by Declarant, or such other address as may be designated from time to time by the Declarant. No correspondence or request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

7.10 **Variances**. The ARB may authorize variances in compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require and the other requirements of this Article 7 are met. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements and requirements imposed by any governmental or municipal authority.

7.11 **Attorneys Fees and Costs**. For all purposes necessary to enforce or construe this Article, the ARB and the Declarant, shall be entitled to collect reasonable attorneys fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the Declarant within fifteen (15) days of Declarant providing to Owner a written notice thereof, the Declarant may place a lien on such Owner's Homesite in the amount of said fees, costs, and expenses against such Owner which lien shall constitute a lien on the Owner's Homesite pursuant to Section 5.1 and shall be collectible as set forth in this Declaration.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 23 of 30 B: 4829 P: 298 By: BO

ARTICLE 8
COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

8.1 **No Partition**. Recognizing that the full use and enjoyment of any Homesite is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Homesites, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as set forth in Section 3.5 hereof, or otherwise as an appurtenance to and in the same transaction with, a transfer of title to a Homesite. Any conveyance or transfer of a Homesite shall include the right to use and enjoyment of the Common Areas appurtenant to such Homesite subject to reasonable rules and regulations promulgated by the Declarant for such use and employment, whether or not such rights shall have been described or referred to in the deed by which said Homesite is conveyed.

ARTICLE 9

AMENDMENTS TO DECLARATION

9.1 **General Amendments**. This Declaration may be amended by Declarant, without the consent of any other Owner, at any time that Declarant is an Owner, and after such time, then this Declaration may be amended by the affirmative vote or written consent of the Owners owning not less than two-thirds (2/3) of the Homesites. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant (even after such time as Declarant no longer is an Owner) without the prior written consent of the Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

9.2 **Additional Requirements for Amendments**. Any amendment to this Declaration which alters the Storm Water Management System, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of SWFWMD, notwithstanding any other provisions contained herein.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 24 of 30 B: 4829 P: 299 By: BO

ARTICLE 10

STORM WATER MANAGEMENT SYSTEM

10.1 **Responsibility for Surface Water or Storm Water Management System**. Except for the obligations of Owners set forth in Section 2.35 hereof, the CDD shall be responsible for the maintenance, operation and repair of the Storm Water Management System. Maintenance of the Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by SWFWMD. The CDD, its successors and assigns, shall be responsible for such maintenance and operation (other than to the extent any other governmental body assumes responsibility for such maintenance and operation). Any repair or reconstruction of the Storm Water Management System shall be as permitted, or as modified, or as approved by SWFWMD.

10.2 **Enforcement**. SWFWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

ARTICLE 11

GENERAL PROVISIONS

11.1 **Parties Who May Seek Enforcement**. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, or any rules and regulations of the Declarant promulgated hereunder, it shall be lawful for Declarant and any Owner (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions or (b) to maintain proceedings in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all such violations or attempted violations or seeking any other legal or equitable relief available. Should any such party be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of sums due, including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof. Notwithstanding the foregoing, SWFWMD shall have the right to enforce, by proceeding in law

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 25 of 30 B: 4829 P: 300 By: BO

or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

11.2 **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.3 **Duration**. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Owners and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Homesites. Any revocation must be recorded.

11.4 **Transfer of Assets to Local Government**. The Declarant and/or the CDD may transfer Common Areas to any local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Declarant property to standards and conditions required by the local government.

11.5 **Litigation**. In any litigation arising out of, or relating to, this Declaration, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

11.6 **Development Agreement**. Each Owner, by acceptance of a deed to a Homesite, hereby automatically agrees that its Home, Homesite, all improvements and activities thereon and use thereof shall be subject to the Development Agreement, as it may be amended from time to time. Each Owner further acknowledges and agrees that Declarant, and its affiliates and assigns reserve the right to unilaterally amend the Development Agreement, including but not limited to, the right to add or incorporate additional lands and subdivisions to the property subject to the Development Agreement without the joinder of any Owner whatsoever, and each Owner waives any objection to such amendments of the Development Agreement.

[signature on following page]

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 26 of 30 B: 4829 P: 301 By: BO

DATED this 18th day of February, 2025.

WITNESSES:

Print Name: Zoey Devine
Address: 7580 Middleton Drive
Middleton, Florida 34762

Print Name: Rosemary Karpovich
Address: 7580 Middleton Drive
Middleton, Florida 34762

THE VILLAGES DEVELOPMENT COMPANY LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me ☑ in person OR ☐ via online notarization this 18th day of February, 2025, by Martin L. Dzuro, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Print Name: Zoey Devine
Serial/Commission Number: _____
Commission Expires: _____

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 27 of 30 B: 4829 P: 302 By: BO

Middleton Unit 7 - Non Corner Home Sites

Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
2	18'	10'	5'	7.5'
3	18'	10'	5'	7.5'
4	18'	10'	5'	7.5'
5	18'	10'	5'	7.5'
7	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
9	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
14	18'	10'	5'	7.5'
15	18'	10'	5'	7.5'
18	18'	10'	5'	7.5'
19	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
21	18'	10'	5'	7.5'
23	18'	10'	5'	7.5'
24	18'	10'	5'	7.5'
25	18'	10'	5'	7.5'
26	18'	10'	5'	7.5'
29	18'	10'	5'	7.5'
30	18'	10'	5'	7.5'
31	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'
36	18'	10'	5'	7.5'
37	18'	10'	5'	7.5'
40	18'	10'	5'	7.5'
41	18'	10'	5'	7.5'
42	18'	10'	5'	7.5'
45	18'	10'	5'	7.5'
48	18'	10'	5'	7.5'
49	18'	10'	5'	7.5'
52	18'	10'	5'	7.5'
53	18'	10'	5'	7.5'
54	18'	10'	5'	7.5'
55	18'	10'	5'	7.5'
58	18'	17.5'	5'	7.5'
59	18'	10'	5'	7.5'
60	18'	10'	5'	7.5'

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 28 of 30 B: 4829 P: 303 By: BO

Middleton Unit 7 - Non Corner Home Sites

Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
61	18'	10'	5'	7.5'
62	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
65	18'	10'	5'	7.5'
66	18'	10'	5'	7.5'
67	18'	10'	5'	7.5'
68	18'	10'	5'	7.5'
69	18'	10'	5'	7.5'
70	18'	10'	5'	7.5'
71	18'	10'	5'	7.5'
73	18'	10'	5'	7.5'
74	18'	10'	5'	7.5'
75	18'	10'	5'	7.5'
76	18'	10'	5'	7.5'
77	18'	10'	5'	7.5'
79	18'	10'	5'	7.5'
80	18'	10'	5'	7.5'
81	18'	10'	5'	7.5'
82	18'	10'	5'	7.5'
83	18'	10'	5'	7.5'
84	18'	10'	5'	7.5'
85	18'	10'	5'	7.5'
86	18'	10'	5'	7.5'
87	18'	10'	5'	7.5'
88	18'	10'	5'	7.5'
90	18'	10'	5'	7.5'
91	18'	10'	5'	7.5'
92	18'	10'	5'	7.5'
93	18'	10'	5'	7.5'
94	18'	10'	5'	7.5'
95	18'	10'	5'	7.5'
96	18'	10'	5'	7.5'
97	18'	10'	5'	7.5'
98	18'	10'	5'	7.5'
101	18'	10'	5'	7.5'
102	18'	10'	5'	7.5'
103	18'	10'	5'	7.5'
104	18'	10'	5'	7.5'
105	18'	10'	5'	7.5'

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 29 of 30 B: 4829 P: 304 By: BO

Exhibit "A"

Middleton Unit 7 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
106	18'	10'	5'	7.5'
107	18'	10'	5'	7.5'
108	18'	10'	5'	7.5'

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560014417 Date: 03/26/2025 Time: 3:13PM
Page 30 of 30 B: 4829 P: 305 By: BO

Middleton Unit 7 - Corner Home Sites					
Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
1	18'	10'	10'	5'	7.5'
12	18'	10'	10'	5'	7.5'
16	18'	10'	10'	5'	7.5'
17	18'	10'	10'	5'	7.5'
22	18'	10'	10'	5'	7.5'
27	18'	10'	10'	5'	7.5'
28	18'	10'	10'	5'	7.5'
34	18'	10'	10'	5'	7.5'
35	18'	10'	10'	5'	7.5'
38	18'	10'	10'	5'	7.5'
39	18'	10'	10'	5'	7.5'
43	18'	10'	10'	5'	7.5'
44	18'	10'	10'	5'	7.5'
46	18'	10'	10'	5'	7.5'
47	18'	10'	10'	5'	7.5'
50	18'	10'	10'	5'	7.5'
51	18'	10'	10'	5'	7.5'
56	18'	10'	10'	5'	7.5'
57	18'	17.5'	10'	5'	7.5'
64	18'	10'	10'	5'	7.5'
72	18'	10'	10'	5'	7.5'
78	18'	10'	10'	5'	7.5'
89	18'	10'	10'	5'	7.5'
99	18'	10'	10'	5'	7.5'
100	18'	10'	10'	5'	7.5'
109	18'	10'	10'	5'	7.5'

Declaration of Covenants and Restrictions for Middleton Unit No. 8, as amended

Inst. Number: 202560018667 Book: 4844 Page: 726 Page 1 of 31 Date: 4/17/2025 Time: 1:08 PM
Erin C Munz Clerk of Courts, Sumter County, Florida

265.00
31.00 copies
296.00

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 1 of 31 B: 4844 P: 726 By: BO

THIS INSTRUMENT PREPARED BY/RETURN TO:
Jennifer Slone Tobin, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1600
Orlando, FL 32801

DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 8

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 8 (the "**Declaration**") is made on March 10, 2025, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company (The Villages Development Company, LLC, its successor and assigns, is hereinafter referred to as the "**Declarant**").

RECITALS

A. Declarant is the sole owner in fee simple of certain real property located in Sumter County, Florida, platted as Middleton Unit No. 8, as per plat thereof (the "**Plat**") recorded in Plat Book 22, at Pages 50 through 50A-E, Public Records of Sumter County, Florida (the "**Property**").

B. Declarant desires to provide for the preservation of values and maintenance of certain common facilities in the Property, and so desires to subject all of the Homesites and Homes (as each is hereinafter defined), and each part thereof (but not the tracts and other areas of the Property) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

1.1 "**Architectural Review Board**" or "**ARB**" shall mean the Declarant or its designee, as described in Section 7.1 hereof.

1.2 "**AR Guidelines**" shall mean the Architectural Review Manual for construction, operation and maintenance of Homes and Homesites within the Property, as adopted and amended by the Declarant from time to time.

1.3 "**CDD**" shall mean Middleton Community Development District A.

1.4 "**City**" shall mean the City of Wildwood, in the State of Florida.

1.5 "**Common Areas**" shall mean and refer to those areas of land within the Property which are intended to be used and enjoyed by all Owners of Homesites, which include without limitation, entry areas, entry gates, and sign islands; drainage retention areas; the Storm Water Management System; recreational areas, parks, postal facilities, and appurtenant parking areas; lands owned by or conveyed to the CDD per the Plat or otherwise; and all improvements now or hereafter constructed thereon, including, without limitation, walkways, paths, utilities, lighting systems, signage, structures, gates, access systems, recreational facilities, and landscaping; and together with all other improvements which are specifically described herein to be maintained by the CDD. All personal property and real property, including easements, licenses, leaseholds, or other real property interests, owned by the CDD or maintained by the CDD for the common use and enjoyment of the Owners or third parties, are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests, and persons occupying "*Homes*" on a guest or tenant basis, and third parties or other entities having a legal right to use the same, to the extent authorized by this Declaration.

1.6 "**County**" shall mean the County of Sumter, in the State of Florida.

1.7 "**Declarant**" shall mean and refer to The Villages Development Company, LLC, a Florida limited liability company.

1.8 "**Declaration**" shall mean and refer to this Declaration of Covenants and Restrictions for Middleton Unit No. 8 and any amendments and supplements thereto.

1.9 "**Development Agreement**" shall mean that certain The Villages of Southern Oaks Area B Chapter 163 Development Agreement, dated February 27, 2023, between The City of Wildwood, Florida, and The Villages Land Company, LLC, recorded in Official Records Book 4436, Page 101, Public Records of Sumter County, Florida, and as amended from time to time.

1.10 "**Front Yard**" shall mean the portion of each Homesite described by drawing a line through the centerpoint of any Home, which line runs parallel to the road or road right of way adjacent to the Homesite. The Front Yard shall be the portion of the Homesite on the side of the line so drawn lying nearest the road or road right-of-way. The Front Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the ARB shall be controlling and final.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 3 of 31 B: 4844 P: 728 By: BO

1.11 "**Home**" shall mean and refer to a detached single-family residential unit constructed on a Homesite for which a certificate of occupancy has been issued by the applicable governmental authorities.

1.12 "**Homesite**" shall mean and refer to any plot of land shown upon the Plat and designated as a numbered Homesite, and shall also include any plot of land shown upon any plat and designated as a numbered Homesite on property which is subsequently made subject to the terms of this Declaration in accordance with the provisions of Section 3.2 hereof.

1.13 "**Initial Home**" shall mean the initial home constructed on a Homesite by the Declarant, the plans for which shall be maintained by the Declarant.

1.14 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "*Homesite*"; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.15 "**Plat**" shall mean and refer to the subdivision of Middleton Unit No. 8, as more particularly described in Recital A of this Declaration.

1.16 "**Property**" shall mean and refer to the property platted as Middleton Unit No. 8, as per the Plat, as well as any other real property subjected to the Declaration pursuant to Section 3.2 hereof.

1.17 "**Rear Yard**" shall mean the portion of each Homesite described by drawing a line through the center-point of any Home, which line runs parallel to the road or road right-of-way adjacent to the Homesite. The Rear Yard shall be the portion of the Homesite on the side of the line so drawn lying furthest from the road or road right-of-way. The Rear Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be the portion of the Homesite lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined herein the determination of the ARB shall be controlling and final.

1.18 "**Side Yard**" shall mean the portions of each Homesite described by drawing a line through the point of the Home which extends the furthest into the Front Yard, which line runs parallel to the road or road right-of-way adjacent to the Homesite, and by drawing a line through the point of the Home that extends the furthest into the Rear Yard, which lines runs parallel to the line previously described. The Side Yard shall be all portions of the Homesite, exclusive of the Home, lying between the two lines so described. In the case of any dispute as to the location of the Side Yard as defined herein, the determination of the ARB shall be controlling and final.

1.19 "**Storm Water Management System**" shall mean and refer to a system, temporary or permanent, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit,

treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted by SWFMD pursuant to the provisions of Chapters 62-330 of the Florida Administrative Code, as the same may be from time to time amended, supplemented, or replaced by other provisions of Florida law.

1.20 **"SWFMD"** shall mean the Southwest Florida Water Management District.

ARTICLE 2

USE RESTRICTIONS

2.1 **Use Restrictions**. The use restrictions contained in this Article shall apply uniformly to all Homesites and Homes on the Property except that, unless specifically set forth herein to the contrary, they shall not apply to the activities of the Declarant or the CDD within the Common Areas or easements, including construction of improvements by the Declarant or the CDD other than Homes.

2.2 **Residential Use Only**. No Homesite or Home shall be used for any purpose except for residential use. No commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite. No building shall be erected, altered, placed or permitted to remain on any Homesite other than Homes designated for residential use, with attached or detached private garages. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Homes as models or offices. No mobile homes shall be permitted on the Property.

2.3 **Development Standards**.

2.3.1 Square Footage. Homes shall always contain at least the square footage of living area contained in the Initial Home constructed on the Homesite by the Declarant. Living area includes only areas that are heated and cooled but expressly excludes garages, open porches, decks, and atriums, whether or not heated and cooled.

2.3.2 Roof Pitch. The minimum roof pitch for the main portion of the Home (excluding covered porches and decorative elements) shall be 4:12, or such greater steepness as was built for the Initial Home constructed on the Homesite by the Declarant.

2.3.3 Construction Type. Homes shall be conventionally built Homes. The Declarant shall construct the Initial Home on each Homesite.

2.3.4 Easements. No building or other vertical improvements shall be made within the easements created in favor of Declarant under this Declaration or in the Plat without the prior written approval of Declarant.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 5 of 31 B: 4844 P: 730 By: BQ

2.3.5 Setbacks. Each Homesite and the Home constructed thereon (and any reconstruction, repair, addition or other vertical improvement) shall comply, in addition to all other requirements herein, with the setback requirements specified on **Exhibit A** attached hereto and made a part hereof.

2.4 **Subdivision - Multi Units**. Only one Home may be erected on each Homesite. No Homesite may be subdivided.

2.5 **No Temporary or Accessory Structures**. Except as set forth in Section 2.9 with respect to detached garages, no portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Homesite for storage or otherwise; provided, however that this prohibition shall not apply to: (a) shelters used by the Declarant or a licensed contractor during the construction of any Home; or (b) pergolas covering walkways on the Homesite, which match the general aesthetic of the Home if approved by the ARB.

2.6 **Livestock and Animal Restrictions**. No animal shall be kept or maintained on any Homesite (including but not limited to in the Home) except conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Homesites. Without limiting the foregoing, horses, cattle, pigs, and chickens are not allowed. The Declarant shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Homesites. Such permitted animals shall be kept on the Owner's Homesite and shall not be allowed off the premises of the Owner's Homesite except under restraint and in the company of the Owner, a member of the Owner's family, or servant. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

2.7 **Restriction on Activity**. No noxious or offensive activity shall be conducted or permitted to exist upon any Homesite or in any Home, nor shall anything be done or permitted to exist on any Homesite or in any Home that may be or may become an annoyance or private or public nuisance. No Homesite, driveway, or Common Area shall be used for purposes of vehicle repair or maintenance. This restriction shall not apply to activities conducted by the Declarant in the construction, sale or maintenance of improvements upon the Property.

2.8 **Restrictions on Walls and Fences; Hedges**. No wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Homesite; provided however, fences or walls located in the Rear Yard and Side Yard shall be permitted only if (a) the design and materials are consistent with the then-applicable AR Guidelines, and (b) the Owner receives prior written approval of the ARB as to the specific location of the fence(s) or walls. No wall or fence may be painted or altered in appearance after installation, unless the foregoing criteria are met prior to such painting or alteration. All walls and fences must be maintained and repaired in good condition, and all hedges must be neatly trimmed.

2.9 **Garages**. Each Home shall have either an attached or detached garage. No Owner may change the nature of the garage (i.e. attached or detached) from that installed as a part of the Initial Home (whether in connection with a remodel, repair or a rebuild). Garages must be maintained operational for the storage of automobiles, boats, and other motor vehicles. Garage doors shall be predominantly opaque and remain closed except when in actual use to allow ingress and egress into the garage, and any change in garage door from that installed for the Initial Home must be consistent in design with the aesthetics of the Home and the surrounding neighborhood. The addition of carports that are of a design, material and appearance uniform with that of the Initial Home may be permitted if consistent with the then-applicable AR Guidelines and if the Owner receives prior written approval of the ARB as to the location, design and aesthetic of the carport.

2.10 **Insect Control; Fire Control; Trash Removal**. In order to implement effective insect, reptile, rodent, and fire control, the Declarant and its agents shall have the right, but not the duty, to enter upon any Homesite, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Declarant and its agents may enter upon such land to remove any trash which has collected on such Homesite or Home without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Homesite nor to provide garbage or trash removal services. Any and all costs incurred by the Declarant in exercising its rights under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.11 **Clothes Lines**. No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Homesite.

2.12 **Exterior Antennas, etc**. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Homesite or Home thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Homes only if such dishes are mounted to those portions of the Home directly facing the Side Yard or the Rear Yard of the Homesite.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 7 of 31 B: 4844 P: 732 By: BO

2.13 **Exterior Paint**. The only color paints that may be used on the exterior of any Home are (a) the same palette of exterior paint (i.e. dominant and accent colors) used on the Initial Home in the same location as used on the Initial Home; or (b) any other palette of exterior paints as contained at the time of repainting in the then-applicable AR Guidelines, with the applicable colors of the palette being applied to the designated portion of the Home (i.e. main Home vs. trim) as provided in the AR Guidelines, provided, however, that at the time of repainting, neither Home immediately adjacent to the Home being painted is painted with that same color palette.

2.14 **Signs**. No sign (whether commercial, political, personal, "for sale", "for rent" or otherwise) shall be erected or maintained on any Homesite or Home within public view except as may be required by legal proceedings. Such prohibition shall apply to commercial real estate signs advertising a particular Homesite or Home for sale or for rent. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Homesite or Home.

2.15 **Exterior Maintenance**. Each individual Owner shall have the responsibility to maintain the exterior of their respective Home in good condition. In addition to the foregoing, the Declarant shall have the right, but not the duty, to provide maintenance to any exterior areas visible from the roads or adjacent Homesites, including repairs to walls and roofs, painting, landscaping, and lawn maintenance. The Declarant shall have the right (but not the obligation) to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Home to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Declarant in performing repairs and maintenance under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.16 **Allowable Trim and Decoration**. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, without the prior written consent of the Declarant, and the Declarant shall only grant approval therefor if such improvements are consistent in design and color of the applicable Home, and consistent with the then-applicable AR Guidelines. All other outside decorations and ornaments, whether affixed to the Home or placed elsewhere on the Homesite, are prohibited. This restriction shall not apply to holiday decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, nor shall apply to any holiday decorations from the period commencing on Thanksgiving and extending until January 10th of the following year. Notwithstanding the foregoing, the Declarant may prohibit or restrict decorations which it determines, in its sole discretion, create a hardship on, or nuisance to, neighboring property, or otherwise interferes with the quiet and peaceful

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 8 of 31 B: 4844 P: 733 By: BO

enjoyment by any other Owner of that Owner's Homesite. This restriction shall also not apply to a single flag pole which may not, however, extend higher than 22'.

2.17 **Window Tinting**. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the Declarant.

2.18 **Unit Air Conditioners**. No air conditioning units may be mounted to windows or walls unless the location, method of installation and appearance has been approved in writing by the Declarant. It is the intention of this provision to authorize the Declarant to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds; provided, however, that the Declarant shall not unreasonably withhold its approval of split systems which are compliant with the then-applicable AR Guidelines. All other air conditioning units shall be located in the Rear Yard or Side Yard and shall be effectively screened by plant matter or opaque fencing as required by the then-applicable AR Guidelines.

2.19 **Interior Maintenance**. Each individual Owner shall have the responsibility to maintain the interior of their respective Home in such fashion so as not to create a health or safety hazard to adjoining Homes or to create a nuisance.

2.20 **Vehicles**. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle or an Owner's vehicle used for their occupation, shall be parked or maintained on any Homesite or public right-of-way, except in an enclosed garage. No private passenger vehicle or Owner's occupational vehicle containing hazardous materials, fuel for other vehicles, noxious or offensive materials shall be parked or maintained on any Homesite or public right-of-way. No private passenger vehicle or Owner's occupational vehicle in excess of 1 ton size shall be parked or maintained on any Homesite or public right-of-way.

2.21 **Construction on Homesites**.

2.21.1 All construction on any Home shall be completed within twelve (12) months from the issuance of the building permit for that Home; provided, however that such restriction shall not apply to the construction of the Initial Home. If any construction on a Homesite, once commenced is discontinued for a period of at least sixty (60) consecutive days, the ARB and/or the Declarant shall have the right, in addition to any other rights and remedies hereunder, to require the Owner to raze (or repair any unsightliness caused by) all partially completed improvements on the Homesite, remove all debris and rubble, fill in all foundations, and/or return the Homesite to grade and landscape the entire Homesite with sod per the provisions of Section 2.23 hereof (to be maintained per Section 2.15 hereof), within thirty (30) days following written notice from the ARB or the Declarant.

2.21.2 All construction on any Homesite (including any remodeling or rebuild following a casualty) shall be: (a) subject to the provisions of Article 7 hereof, including the plan review provisions thereof; (b) subject to any approval rights of Declarant contained herein; and (c)

at that Homesite Owner's risk. Homesite Owner shall be responsible for any damage to Common Areas, other Homesites, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Homesite. Repairs of construction damage must be made by the Owner within thirty (30) days.

2.21.3 If the Owner fails to timely take the actions required under Sections 2.21.1 or 2.21.2 hereof, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite or upon the exterior of any Home for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section (whether on the Owner's Homesite, any other Homesite, any Common Areas, utilities, public rights-of-way, sidewalks or curbing) shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.22 **Recreational Equipment**. All recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard. Any other recreational equipment shall be kept within the Home except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Home.

2.23 **Grassed Areas and Yards**. All sodded areas on a Homesite shall be serviced by an in-ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Homesite in a neat, clean, orderly and healthy condition. Each Owner shall also maintain all sodded areas between the Owner's Homesite and the pavement of any adjacent paved street. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All areas of the yard that are not landscaped must be sodded. All grass shall be of a type approved for use in the then-applicable AR Guidelines. Sodded areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. Owners may expand the size of, and create additional landscaped areas only upon prior written consent of the Declarant. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Home, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Home. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Homesite including any easements located on or adjacent thereto, including front, side, and rear road and utility easements. Owners are encouraged to and may add and replace landscape that is more

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 10 of 31 B: 4844 P: 735 By: BO

water-conservative and draught-tolerant than provided with the Initial Home, however, any such alterations visible from roadways or Common Areas must receive the prior written approval of the ARB, which shall require, at a minimum, that the aesthetics of such landscaping be compatible with the Home and the surrounding neighborhood.

2.23.1 **Vacant Homesites**. The grassy areas of any vacant Homesites shall be kept regularly mowed and trimmed, and all areas of vacant Homesites shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. If the Owner fails to maintain a vacant Homesite as so required, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.24 **Pools; Spas**. No above-ground pools are permitted within the Property. Above ground spas are permitted within the Property. All spas and in-ground pools shall include a paved patio extending from the Home and completely surrounding the pool and spa and shall be located in the Rear Yard. All pool and spa enclosures, including screening, must be approved by the Declarant.

2.25 **Compliance With Development Agreement**. No Homesite or Home may, at any time, be used in a way contrary to, or which would create a violation of any terms contained in the Development Agreement, as amended from time to time.

2.26 **Storage**. No items may be stored on a Homesite outside a Home or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, and equipment shall be stored by an Owner out of view, except when in use. If the Owner fails to comply with the foregoing requirements, the Declarant shall have the right (but not the obligation) to enter upon any Homesite for the purpose of removing any such unpermitted items, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 11 of 31 B: 4844 P: 736 By: BO

2.27 **Household Garbage and Yard Trash**. The Declarant will designate a solid waste hauler to service the Property and each Home must use and pay for garbage services provided by the solid waste hauler selected by the Declarant. Charges for trash service shall commence on the date the Owner purchase its Homesite and Home, and that the fees for such service is payable on a year-round basis, regardless of use or occupancy. No Homesite Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Homesite, except for the removal of lawn waste by a tree removal or landscaping service. No Homesite or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in the garage. On those days and only on those days when garbage pickup or trash pickup are made at the Homesite, the Owners shall place their garbage on their Homesite and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. Declarant and/or the solid waste hauler shall have the right to require that trash and garbage be put in receptacles for pickup, which receptacles shall be kept in the garage or at the rear of the Home out of sight from the street within an approved fenced or walled area. At any time that receptacles are required: (a) all receptacles will be removed from the curbside no later than sundown of the day of pickup, (b) all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle, and (c) in no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Home, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this Section, on a Homesite or on the Properties during construction of improvements to the Properties or construction of a Home. In the event any applicable garbage franchisee institutes a recycling program, Declarant reserves the right to require all Owners to participate in such program.

2.28 **Containers and Fuel Tanks**. All garbage and trash containers, bottled gas tanks, water softeners, and other similar tanks and containers shall be located in the garage or, subject to approval of the ARB, in the Rear Yard or a Side Yard adjacent to the Home (but in no event within any easements on the Homesite). Any such garbage or trash containers, bottled gas tanks, water softeners, and other similar containers located in the Rear Yard or Side Yard shall be located adjacent to the Home and, except for portable gas tanks typically used in connection with a propane grill, shall be installed underground or within an area screened by a wall, hedge, landscaping or fence which is not visible from any street or adjoining property.

2.29 **Gardens and Prohibited Plants**. Vegetable gardens may be grown only in the Rear Yard.

2.30 **Lighting**. All exterior lighting on any Homesite or Home must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Homesite upon which the lighting is erected. The Declarant shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the CDD, or any governmental entity.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 12 of 31 B: 4844 P: 737 By: BO

2.31 **Driveways**. All driveways shall be constructed of concrete, and shall extend from the pavement of a street adjacent to the Homesite to the garage constructed on the Homesite. Driveways may be painted and designed with stamped concrete or pavers, provided that the design of the painting, stamped concrete, and pavers shall be harmonious with the design and color of the Home, and no murals, depictions, sayings, or other non-geometric designs shall be permitted. The Declarant shall have final discretion to determine whether driveway improvements are in compliance with this Section, and any Owner, prior to making any such improvements or changes to the driveway installed with the Initial Home, shall first obtain the written approval of the Declarant. No Owner or other person shall extend any street or road, or create any street or road upon its Homesite, and no Homesite may be used as ingress and egress to any other property.

2.32 **Mail boxes**. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner. All mail will be delivered to key-accessed mailbox installations in locations designated by the Declarant and approved by the United States postal service.

2.33 **Leases**. Leasing of all or any portion of a Home is restricted to residential uses for a minimum period of six (6) months. All leases shall be in writing, shall specify such residential restriction and shall provide that the Declarant shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. A copy of any such lease shall be delivered to the Declarant upon request. Each lease shall contain the following provision:

> "The lessee hereby acknowledges that this lease is subject to the *Declaration of Covenants and Restrictions for Middleton Unit No. 8*, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys fees."

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest, or licensee of a Home occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than six (6) months. The Declarant shall have the right to collect attorneys' fees against any occupant or tenant and the owner of the Home in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this Section.

2.34 **Water and Sewer Systems**. Each Homesite will be serviced by a central water and sewer system. Septic systems, and private potable water or irrigation wells are prohibited.

2.35 **Water Management District Compliance**. Declarant shall, in constructing each Initial Home, comply with the construction plans for the Surface Water Management System approved and on file with SWFWMD. No Owner of property within the Property may construct

or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and Plat, unless prior approval is received from SWFWMD, and if applicable, any other appropriate governmental agency having jurisdiction. Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the Surface Water Management System approved and on file with SWFWMD and if such maintenance of designated flow paths is not properly undertaken by Owner, then the Declarant (and/or the CDD) shall have the right, but not the obligation enter onto the Homesite and reconstruct the intended flow pattern, with any such entry by the Declarant not being deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant or the CDD will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant or the CDD in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.36 **Maintenance of Perimeter Fences**. Any fences or walls, or combination thereof, constructed along Tract A of the subdivision (collectively, the "**Perimeter Fence**") shall be maintained as follows: (i) for those portions of the Perimeter Fence lying between a Homesite and a Common Area of public right-of-way, then the exterior faces thereof (i.e., the faces of the Perimeter Fence facing away from any adjacent Homesites) shall be maintained by the CDD, (ii) for those portions of the Perimeter Fence located on or adjacent to Tract B, maintenance shall be the responsibility of the CDD, including but not limited to the structural integrity thereof, and (iii) for the remainder of such Perimeter Fence, including but not limited to the structural integrity thereof, maintenance shall be the responsibility of the Owner (and if any repair or damage affects more than one Homesite, then each affected Owner shall proportionally share in the costs thereof). No Owner may paint, modify, alter, attach any object to, damage, or otherwise affect any portion of the Perimeter Fence, and Owners whose Homesites are adjacent to any portion of the Perimeter Fence shall pressure wash, when necessary, and clean the interior faces thereof (i.e., the faces of the Perimeter Fence facing towards the adjacent Homesite). Declarant shall maintain a fence plan detailing specifically which fences or walls are to be deemed portions of the Perimeter Fence, and said plan shall be made available to Owners and shall be conclusive. If the Owner fails to maintain any portion of the Perimeter Fence located on a Homesite as so required, the Declarant shall have the right (but not the obligation) to perform such maintenance, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the

Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.37 **Restrictions on Use of Common Areas; Water Features**. Common Areas shall only be used for the purposes for which they are intended (i.e., parking areas for parking, playgrounds for playing, retention areas for water retention and fishing, etc.). The Declarant may promulgate reasonable rules and regulations governing use of the Common Areas from time to time, and the same shall be binding upon Owners. Notwithstanding the foregoing however, Owners acknowledge that the lakes, ponds, basins, retention and detention areas, marsh areas or other water-related areas within or outside of the Property (**"Water Features"**) are designed to detain, or retain, stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, such Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within any particular Water Feature at any given time is also subject to fluctuation due to droughts, floods, excessive rain and/or distribution due to irrigation activities. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level. Rules regarding access and use of the Water Features (i.e. fishing, boating, kayaking, etc.) shall be promulgated and enforced by the CDD, and each Owner, by acceptance of its Home and Homesite, acknowledges that it has no guaranty of a right to access or use any such Water Feature.

2.38 **Sounds**. All sounds emanating from a Home (whether from televisions, radios, computers, musical instruments, human voices, or otherwise) must be kept to a moderate level from 10:00 PM to one (1) hour before daylight.

2.39 **Solicitation**. Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Property.

2.40 **Rules and Regulations**. The Declarant reserves the right to establish such other reasonable rules and regulations governing the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of the Property, all of which will apply equally to the Owners. The rules and regulations may be contained in the AR Guidelines, or will become effective five (5) days following written notice to the Owners.

ARTICLE 3

PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATIONS; PROPERTY RIGHTS

3.1 **The Property**. The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 15 of 31 B: 4844 P: 740 By: BO

3.2 **Annexation**. Additional land adjacent to the Property may be annexed to the Property by the Declarant without the consent of the Owners, provided the annexation does not change the general nature or character of the subdivision. Upon annexation of said additional land, the Owners of Homesites within the land so annexed for all intents and purposes shall be deemed subject to the provisions of this Declaration, with the right to use the Common Areas identified herein, or identified within the supplemental declaration referred to hereafter. The Owners of the Homesites shall be subject to this Declaration and the rules and regulations contemplated hereby in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners, except as may be specifically set forth in such supplemental declaration. When land is annexed, the Declarant shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed.

3.3 **Owner's Easements of Enjoyment**. Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Homesite subject to the following provisions:

3.3.1 any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, Plat or other conveyance or agreement creating the right of the Declarant in and to that portion of the Common Areas, or creating the right of third parties in and to that portion of the Common Areas; and

3.3.2 the right of the Declarant to dedicate or transfer all or any part of the Common Areas to the CDD, or any other any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Declarant.

3.4 **Easement for Access and Drainage**. The CDD shall have a perpetual non-exclusive easement over all areas of the Storm Water Management System for access to operate, maintain or repair the system. By this easement the CDD shall have the right to enter upon any portion of any Homesite which is a part of the Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Storm Water Management System as required by the Southwest Florida Water Management District permit. Additionally, the CDD and the Declarant shall have a perpetual non-exclusive easement for drainage over the entire Storm Water Management System. No person shall alter the drainage flow of the Storm Water Management System, including buffer areas or swales, without the prior written approval of SWFWMD.

3.5 **Delegation of Use**. Any Owner shall delegate such Owner's right of enjoyment to the Common Areas and facilities to any tenant of the Home at the time of entering into a lease of the Home and Homesite (which lease shall be entered into in accordance with the terms of this Declaration). During any period in which Owner has so delegated such Owner's right of enjoyment, the Owner shall not have the right to exercise such right of enjoyment, it being the

intent that only the current occupant of the Home and such occupant's guests shall have the foregoing right of enjoyment.

3.6 **Construction and Sales**. There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Homesites), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Homesites within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Homesites.

3.7 **Common Area Utility Easements**. To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant as such Owner's agent and attorneys-in-fact with full power in such Owner's name, place and stead, to execute instruments creating, granting or modifying utility easements over the Common Areas; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

3.8 **Easements Over Homesites**. Easements and rights of way are hereby (a) reserved by Declarant for the construction, installation, and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cable, telephone, irrigation lines and other utilities, together with rights of ingress and egress necessary for the full utilization thereof, (b) reserved to the Declarant for the construction, installation, and maintenance of any portion of the Perimeter Fence located on such Homesites, and (c) reserved by Declarant for landscaping. Such easements and rights of way are hereby reserved and granted over: (i) a seven and one-half (7 ½) foot width along the Rear Yard Homesite lines, (ii) a ten (10) feet width along the Front Yard Homesite lines, and (iii) a five (5) feet width along the Side Yard Homesite lines. All such utilities and facilities in the easement along the Front Yard Homesite line shall be flush with, or below grade; provided however, the foregoing restriction shall not prohibit above grade utilities and facilities in those areas of the Front Yard easement that are also burdened by the Side Yard easement created in this Section 3.8. The Declarant shall have the right, in its sole discretion, to reduce the size of the easements granted in this Section 3.8 for any particular Homesite. Utility providers utilizing such easements covenant, as a condition to the right to use such easement, not to interfere with or disturb any equipment install within the easement area and to repair the grading and landscaping disturbed in connection with any utilization of said easement. In addition to the foregoing reservations, each Owner acknowledges that: (i) it shall maintain any landscaping and buffer yards installed in any special easement designated on the Plat; and (ii) allow Declarant to enter onto the Homesite for the purpose of installing any utilities, landscaping or buffer yard on such special easement, which shall not be deemed a trespass.

3.9 **Easements Reserved to Declarant**. The Declarant hereby reserves unto itself, the right to grant easements over, upon, under and across all Common Areas, including, but not limited

to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

ARTICLE 4

CDD

4.1 **Generally**. The CDD shall have such authority and perform those services consistent with Chapter 190 of the Florida Statutes with respect to the Property. Services shall include, but not be limited to the following:

4.1.1 Maintenance and repair of tracts conveyed to the CDD (whether by the Plat or otherwise), together with all improvements located thereon;

4.1.2 Maintenance and repair of areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public;

4.1.3 Pay for the cost of water and sewer provided by the applicable utility company serving the Property, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public (to the extent such costs are not paid directly by Owners);

4.1.4 Maintenance and repair of the Storm Water Management System, including drainage easements and drain pipes not maintained by other utility providers, or the City of Wildwood;

4.1.5 Maintenance and repair of the landscaping and irrigation on islands and cul-de-sacs located within the roadways, if any; and

4.1.6 Maintenance and repair of the Perimeter Fence in accordance with Section 2.36 hereof.

4.2 **Fees**. Each Owner, by acceptance of the deed to their Homesite, acknowledges and agrees that the CDD shall have the right to impose fees on such Homesite and Owner for the provision of amenities or other services, and that such fees may be in addition to any sums payable or due hereunder.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 18 of 31 B: 4844 P: 743 By: BO

4.3 **Delegation**. The Declarant shall have the right to delegate its rights and obligations hereunder to the CDD (which shall be in addition, if applicable, to the services specified in Section 4.1), and which shall include the right to enforce, on Declarant's behalf, the provisions of Article 2 hereof.

ARTICLE 5

LIENS

5.1 **Liens**. All sums charged against any Owner, Home or Homesite by Declarant or its designee (including, but not limited to the CDD) with respect to the matters set forth herein, together with court costs, reasonable attorneys' fees, late charges and interest (at the statutory rate) shall be secured by an equitable charge and continuing lien on such Homesite. Such lien shall be superior to all other liens and encumbrances on such Parcel from and after the date of recording of a claim of lien in the public records by the Declarant or its designee. Declarant shall have the power and authority, in its sole judgment and discretion, to release the lien or to subordinate it to any other lien. The Declarant shall have the right to take any action it may determine to collect the sums evidenced by any such lien or institute an action to foreclose said lien. The costs of collecting any such lien (including attorneys fees and costs) shall be included in such lien.

ARTICLE 6

DEFAULTS

6.1 **Defaults**. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees of any of the provisions of this Declaration or the AR Guidelines, the Declarant shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Declarant, or if any similar violation is thereafter repeated, the Declarant may, at its option take any one or all of the following actions:

6.1.1 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

6.1.2 Commence an action to recover damages; and

6.1.3 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration,

improvement or change which has not been approved by the Declarant as provided herein, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Declarant in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Declarant in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be charged against the applicable Owner, shall be a lien on the Homesite, and shall be due upon written demand by the Declarant.

6.2 **Negligence**. An Owner shall be liable and may be charged by the Declarant for the expense of any maintenance, repairs or replacement rendered necessary by such Owner's act, neglect or carelessness.

6.3 **Responsibility of an Owner for Occupants, Tenants, Guests and Invitees**. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Home, and for all employees, tenants, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Declarant, the Owner shall be charged for same, which shall be a lien against such Owner's Homesite in accordance with the terms hereof. Furthermore, any violation of any of the provisions of this Declaration or the rules and regulations promulgated hereunder by any resident of any Home, or any guest or invitee of an Owner or of any resident of a Home shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

6.4 **Right of Declarant to Evict Tenants, Occupants, Guests, and Invitees**. With respect to any tenant or any person present in any Home or any portion of the Property, other than an Owner and the members of his or her immediate family permanently residing with him or her in the Home, if such person shall materially violate any provision of this Declaration or the rules and regulations promulgated hereunder, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Declarant or the CDD, then upon written notice by the Declarant such person shall be required to immediately leave the Property and if such person does not do so, the Declarant is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be charged to the applicable Owner payable within thirty (30) days of demand, and the Declarant may collect such sums and have a lien against the Home and the Owner for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Declarant.

6.5 **No Waiver**. The failure of the Declarant to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant to enforce such right, provision, covenant, or condition in the future.

6.6 **Rights Cumulative**. All rights, remedies and privileges granted to the Declarant pursuant to any terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Declarant thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

6.7 **Enforcement By or Against other Persons**. In addition to the foregoing, this Declaration may be enforced by Declarant (or its designee, which may include, but is not limited to the CDD), by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

6.8 **Delegation**. The Declarant shall have the right to delegate to the CDD its right to pursue the remedies and rights in this Article 6 as provided in Article 6 hereof, provided, however, that such delegation shall not limit the rights of Declarant hereunder.

ARTICLE 7

ARCHITECTURAL REVIEW

7.1 **Composition of Architectural Review Board**. The Declarant, acting in its own name or Declarant's appointed agent, shall constitute the Architectural Review Board (referred to herein as "**ARB**"). At such time as Declarant in its sole and absolute discretion shall determine, Declarant may, in lieu of continuing to serve as the ARB, transfer the authority to serve in that capacity to the CDD. The Declarant and/or the CDD, as applicable, may designate an agent or agent(s) from time to time to serve as the ARB.

7.2 **Matters Subject to Review**. After the Initial Home has been constructed and except for: (a) matters expressly reserved to the Declarant pursuant to the provisions of this Declaration and/or (b) matters which are expressly permitted in this Declaration without ARB review, no reconstruction, additions, alterations or modifications to the Home, or in the locations or utility connections of the Home, nor any buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without, in each instance, the prior written consent of the ARB; provided however that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the

provisions of this Article 7. Nothing contained herein shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure.

7.3 **Submission of Plans**. Prior to the initiation of construction upon any Homesite subject to the review of the ARB pursuant to Section 7.2, the Owner thereof shall first submit to the ARB any information deemed reasonably necessary by the ARB for the performance of its function. Such information may or may not include a complete set of plans and specifications for the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, and specifications of materials and exterior colors. As a precondition of approval of any plans and specifications or other materials submitted to it, the ARB may assess a reasonable fee, including a fee for initial review and approval and for inspections of construction to assure compliance with the approved plans and specifications and other materials.

7.4 **Plan Review**. Upon receipt by the ARB of all of the information required by this Article 7 for any matter requiring ARB review pursuant to this Declaration, the ARB shall have thirty (30) days in which to review said information. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; (iv) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit, (v) confirming that the improvements comply with the then-applicable AR Guidelines (or should be granted an exemption therefrom), and (vi) confirming that the proposed work complies with the construction plans for the Surface Water Management System approved and on file with SWFWMD. In the event that the ARB fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

7.5 **Contingent Approval**. In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans.

7.6 **Maintenance**. All buildings, fences, walls, outbuildings, landscaping, or other structures or improvements approved by the ARB shall be maintained in accordance with the Plans submitted to the ARB, and in good condition as determined by the ARB, all consistent with the requirements of Article 2 hereof. Without limiting the foregoing, all landscaping shall be maintained in a healthy condition. Any failure to maintain any such buildings, fence, wall, outbuilding, landscaping, or other structures or improvements in accordance with the approval obtained from the ARB, and in reasonable condition as determined by the ARB, shall constitute a default hereunder, entitling the Declarant to pursue the remedies set forth therein, together with such other remedies are available at law or in equity.

7.7 **Non-Conforming Structures**. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARB. The Declarant may maintain an action at law or in equity for the removal or correction of the nonconforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

7.8 **Immunity of ARB Members**. No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Declarant shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice. Any approval given by the ARB, whether written, spoken, or implied, shall not constitute or imply compliance with this Declaration or any governmental regulations.

7.9 **Address for Notice**. Requests for approval or correspondence with the ARB shall be in writing and mailed or delivered to the principal office of the Declarant at that address, through an online process as may be established from time to time by Declarant, or such other address as may be designated from time to time by the Declarant. No correspondence or request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

7.10 **Variances**. The ARB may authorize variances in compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require and the other requirements of this Article 7 are met. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements and requirements imposed by any governmental or municipal authority.

7.11 **Attorneys Fees and Costs**. For all purposes necessary to enforce or construe this Article, the ARB and the Declarant, shall be entitled to collect reasonable attorneys fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the Declarant within fifteen (15) days of Declarant providing to Owner a written notice thereof, the Declarant may place a lien on such Owner's Homesite in the amount of said fees, costs, and expenses against such Owner which lien shall constitute a lien on the Owner's Homesite pursuant to Section 5.1 and shall be collectible as set forth in this Declaration.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 23 of 31 B: 4844 P: 748 By: BO

ARTICLE 8
COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

8.1 **No Partition**. Recognizing that the full use and enjoyment of any Homesite is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Homesites, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as set forth in Section 3.5 hereof, or otherwise as an appurtenance to and in the same transaction with, a transfer of title to a Homesite. Any conveyance or transfer of a Homesite shall include the right to use and enjoyment of the Common Areas appurtenant to such Homesite subject to reasonable rules and regulations promulgated by the Declarant for such use and employment, whether or not such rights shall have been described or referred to in the deed by which said Homesite is conveyed.

ARTICLE 9

AMENDMENTS TO DECLARATION

9.1 **General Amendments**. This Declaration may be amended by Declarant, without the consent of any other Owner, at any time that Declarant is an Owner, and after such time, then this Declaration may be amended by the affirmative vote or written consent of the Owners owning not less than two-thirds (2/3) of the Homesites. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant (even after such time as Declarant no longer is an Owner) without the prior written consent of the Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

9.2 **Additional Requirements for Amendments**. Any amendment to this Declaration which alters the Storm Water Management System, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of SWFWMD, notwithstanding any other provisions contained herein.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 24 of 31 B: 4844 P: 749 By: BO

ARTICLE 10

STORM WATER MANAGEMENT SYSTEM

10.1 **Responsibility for Surface Water or Storm Water Management System.** Except for the obligations of Owners set forth in Section 2.35 hereof, the CDD shall be responsible for the maintenance, operation and repair of the Storm Water Management System. Maintenance of the Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by SWFWMD. The CDD, its successors and assigns, shall be responsible for such maintenance and operation (other than to the extent any other governmental body assumes responsibility for such maintenance and operation). Any repair or reconstruction of the Storm Water Management System shall be as permitted, or as modified, or as approved by SWFWMD.

10.2 **Enforcement.** SWFWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

ARTICLE 11

GENERAL PROVISIONS

11.1 **Parties Who May Seek Enforcement.** If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, or any rules and regulations of the Declarant promulgated hereunder, it shall be lawful for Declarant and any Owner (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions or (b) to maintain proceedings in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all such violations or attempted violations or seeking any other legal or equitable relief available. Should any such party be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of sums due, including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof. Notwithstanding the foregoing, SWFWMD shall have the right to enforce, by proceeding in law

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 25 of 31 B: 4844 P: 750 By: BO

or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

11.2 **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.3 **Duration**. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Owners and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Homesites. Any revocation must be recorded.

11.4 **Transfer of Assets to Local Government**. The Declarant and/or the CDD may transfer Common Areas to any local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Declarant property to standards and conditions required by the local government.

11.5 **Litigation**. In any litigation arising out of, or relating to, this Declaration, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

11.6 **Development Agreement**. Each Owner, by acceptance of a deed to a Homesite, hereby automatically agrees that its Home, Homesite, all improvements and activities thereon and use thereof shall be subject to the Development Agreement, as it may be amended from time to time. Each Owner further acknowledges and agrees that Declarant, and its affiliates and assigns reserve the right to unilaterally amend the Development Agreement, including but not limited to, the right to add or incorporate additional lands and subdivisions to the property subject to the Development Agreement without the joinder of any Owner whatsoever, and each Owner waives any objection to such amendments of the Development Agreement.

[signature on following page]

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 26 of 31 B: 4844 P: 751 By: BO

DATED this 10th day of March, 2025.

WITNESSES:

Julie Royals
Print Name: Julie Royals
Address: 7580 Middleton Drive
Middleton, Florida 34762

Zoey Devine
Print Name: Zoey Devine
Address: 7580 Middleton Drive
Middleton, Florida 34762

THE VILLAGES DEVELOPMENT COMPANY LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Robert L. Chandler IV, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me ☑ in person OR ☐ via online notarization this 10th day of March, 2025, by Robert L. Chandler IV, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

Zoey Devine
NOTARY PUBLIC-STATE OF FLORIDA
Print Name: Zoey Devine
Serial/Commission Number: _____
Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 27 of 31 B: 4844 P: 752 By: BO

EXHIBIT A
SETBACKS

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 28 of 31 B: 4844 P: 753 By: BO

Exhibit "A"

Middleton Unit 8 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
2	18'	10'	5'	7.5'
3	18'	10'	5'	7.5'
4	18'	10'	5'	7.5'
5	18'	10'	5'	7.5'
6	18'	10'	5'	7.5'
7	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
9	18'	10'	5'	7.5'
10	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
12	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
14	18'	10'	5'	7.5'
15	18'	10'	5'	7.5'
16	18'	10'	5'	7.5'
17	18'	10'	5'	7.5'
19	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
21	18'	10'	5'	7.5'
22	18'	10'	5'	7.5'
23	18'	10'	5'	7.5'
24	18'	10'	5'	7.5'
25	18'	10'	5'	7.5'
27	18'	10'	5'	7.5'
28	18'	10'	5'	7.5'
29	18'	10'	5'	7.5'
30	18'	10'	5'	7.5'
31	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'
34	18'	10'	5'	7.5'
35	18'	10'	5'	7.5'
36	18'	10'	5'	7.5'
37	18'	10'	5'	7.5'
38	18'	10'	5'	7.5'
39	18'	10'	5'	7.5'
40	18'	10'	5'	7.5'
41	18'	10'	5'	7.5'
42	18'	10'	5'	7.5'

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 29 of 31 B: 4844 P: 754 By: BO

Exhibit "A"

Middleton Unit 8 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
43	18'	10'	5'	7.5'
44	18'	10'	5'	7.5'
45	18'	10'	5'	7.5'
46	18'	10'	5'	7.5'
47	18'	10'	5'	7.5'
48	18'	10'	5'	7.5'
49	18'	10'	5'	7.5'
50	18'	10'	5'	7.5'
52	18'	10'	5'	7.5'
53	18'	10'	5'	7.5'
56	18'	10'	5'	7.5'
57	18'	10'	5'	7.5'
58	18'	10'	5'	7.5'
59	18'	10'	5'	7.5'
60	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
64	18'	10'	5'	7.5'
65	18'	10'	5'	7.5'
66	18'	10'	5'	7.5'
67	18'	10'	5'	7.5'
70	18'	10'	5'	7.5'
71	18'	10'	5'	7.5'
72	18'	10'	5'	7.5'
73	18'	10'	5'	7.5'
74	18'	10'	5'	7.5'
77	18'	10'	5'	7.5'
78	18'	10'	5'	7.5'
79	18'	10'	5'	7.5'
82	18'	10'	5'	7.5'
83	18'	10'	5'	7.5'
84	18'	10'	5'	7.5'
87	18'	10'	5'	7.5'
88	18'	10'	5'	7.5'
89	18'	10'	5'	7.5'
92	18'	10'	5'	7.5'
93	18'	10'	5'	7.5'
96	18'	10'	5'	7.5'
97	18'	10'	5'	7.5'
98	18'	10'	5'	7.5'

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 30 of 31 B: 4844 P: 755 By: BO

Exhibit "A"

Middleton Unit 8 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
99	18'	10'	5'	7.5'
100	18'	10'	5'	7.5'
101	18'	10'	5'	7.5'
102	18'	10'	5'	7.5'
105	18'	10'	5'	7.5'
106	18'	10'	5'	7.5'
107	18'	10'	5'	7.5'
108	18'	10'	5'	7.5'
109	18'	10'	5'	7.5'
110	18'	10'	5'	7.5'
113	18'	10'	5'	7.5'
114	18'	10'	5'	7.5'
115	18'	10'	5'	7.5'
116	18'	10'	5'	7.5'
117	18'	10'	5'	7.5'
120	18'	10'	5'	7.5'
121	18'	10'	5'	7.5'
122	18'	10'	5'	7.5'
125	18'	10'	5'	7.5'
126	18'	10'	5'	7.5'
127	18'	10'	5'	7.5'
128	18'	10'	5'	7.5'
129	18'	10'	5'	7.5'
130	18'	10'	5'	7.5'
131	18'	10'	5'	7.5'
132	18'	10'	5'	7.5'
133	18'	10'	5'	7.5'
134	18'	10'	5'	7.5'
137	18'	10'	5'	7.5'
138	18'	10'	5'	7.5'
139	18'	10'	5'	7.5'
140	18'	10'	5'	7.5'
141	18'	10'	5'	7.5'
142	18'	10'	5'	7.5'
143	18'	10'	5'	7.5'
144	18'	10'	5'	7.5'
145	18'	10'	5'	7.5'
146	18'	10'	5'	7.5'
147	18'	10'	5'	7.5'

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560018667 Date: 04/17/2025 Time: 1:08PM
Page 31 of 31 B: 4844 P: 756 By: BO

Middleton Unit 8 - Corner Home Sites

Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
1	10'	10'	10'	5'	7.5'
18	18'	10'	10'	5'	7.5'
26	18'	10'	10'	5'	7.5'
51	18'	10'	10'	5'	7.5'
54	18'	10'	10'	5'	7.5'
55	18'	10'	10'	5'	7.5'
61	18'	10'	10'	5'	7.5'
62	18'	10'	10'	5'	7.5'
68	18'	10'	10'	5'	7.5'
69	18'	10'	10'	5'	7.5'
75	18'	10'	10'	5'	7.5'
76	18'	10'	10'	5'	7.5'
80	18'	10'	10'	5'	7.5'
81	18'	10'	10'	5'	7.5'
85	18'	10'	10'	5'	7.5'
86	18'	10'	10'	5'	7.5'
90	18'	10'	10'	5'	7.5'
91	18'	10'	10'	5'	7.5'
94	18'	10'	10'	5'	7.5'
95	18'	10'	10'	5'	7.5'
103	18'	10'	10'	5'	7.5'
104	18'	10'	10'	5'	7.5'
111	18'	10'	10'	5'	7.5'
112	18'	10'	10'	5'	7.5'
118	18'	10'	10'	5'	7.5'
119	18'	10'	10'	5'	7.5'
123	18'	10'	10'	5'	7.5'
124	18'	10'	10'	5'	7.5'
135	18'	10'	10'	5'	7.5'
136	18'	10'	10'	5'	7.5'
148	18'	10'	10'	5'	7.5'

Rec. 52.50
Copy 6.00
58.50

Erin C Munz, Sumter County Clerk of Court
Inst: 202560027202 Date: 06/06/2025 Time: 9:04AM
Page 1 of 6 B: 4878 P: 60 By: BO

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 8

a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 22, Pages 50, 50A through 50E, inclusive, Public Records of Sumter County, Florida.

A. On April 17, 2025, The Villages Development Company, LLC, a Florida limited liability company, as Declarant recorded in Official Records Book 4844, Page 726 (Instrument #202560018667), Public Records of Sumter County, Florida, a DECLARATION OF COVENANTS AND RESTRICTIONS for the subdivision known as MIDDLETON UNIT NO. 8 (the "Declaration").

B. At this time, in accordance with the rights reserved in Section 9.1 of the Declaration, Declarant wishes to amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Declaration is hereby amended by deleting Exhibit "A" attached to the Declaration and replacing it with ***Exhibit "A"*** attached hereto.

2. Capitalized terms used but not defined herein shall have the meaning given to them in the Declaration.

3. Except as herein amended, all other terms and provisions of the Declaration remain in full force and effect.

(Signature on Following Page)

Erin C Munz, Sumter County Clerk of Court
Inst: 202560027202 Date: 06/06/2025 Time: 9:04AM
Page 2 of 6 B: 4878 P: 61 By: BO

DATED this 4th day of June, 2025.

WITNESSES:

Print Name: Zoey Devine McNeil
Address: 7580 Middleton Drive
Middleton, Florida 34762

Print Name: Rosemary Karpovich
Address: 7580 Middleton Drive
Middleton, Florida 34762

DECLARANT

THE VILLAGES DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 4th day of June, 2025, by Martin L. Dzuro, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine McNeil
Commission Number: _____
Commission Expires: _____

ZOEY DEVINE MCNEIL
Commission # HH 668718
Expires June 25, 2027

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

V:\Restrictions\Middleton\Unit No. 8 250016V\Declaration of Covenants and Restrictions - First Amendment.docx

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560027202 Date: 06/06/2025 Time: 9:04AM
Page 3 of 6 B: 4878 P: 62 By: BO

Middleton Unit 8 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
2	18'	10'	5'	7.5'
3	18'	10'	5'	7.5'
4	18'	10'	5'	7.5'
5	18'	10'	5'	7.5'
6	18'	10'	5'	7.5'
7	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
9	18'	10'	5'	7.5'
10	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
12	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
14	18'	10'	5'	7.5'
15	18'	10'	5'	7.5'
16	18'	10'	5'	7.5'
17	18'	10'	5'	7.5'
19	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
21	18'	10'	5'	7.5'
22	18'	10'	5'	7.5'
23	18'	10'	5'	7.5'
24	18'	10'	5'	7.5'
25	18'	10'	5'	7.5'
27	18'	10'	5'	7.5'
28	18'	10'	5'	7.5'
29	18'	10'	5'	7.5'
30	18'	10'	5'	7.5'
31	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'
34	18'	10'	5'	7.5'
35	18'	10'	5'	7.5'
36	18'	10'	5'	7.5'
37	18'	10'	5'	7.5'
38	18'	10'	5'	7.5'
39	18'	10'	5'	7.5'
40	18'	10'	5'	7.5'
41	18'	10'	5'	7.5'
42	18'	10'	5'	7.5'

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560027202 Date: 06/06/2025 Time: 9:04AM
Page 4 of 6 B: 4878 P: 63 By: BO

Middleton Unit 8 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
43	18'	10'	5'	7.5'
44	18'	10'	5'	7.5'
45	18'	10'	5'	7.5'
46	18'	10'	5'	7.5'
47	18'	10'	5'	7.5'
48	18'	10'	5'	7.5'
49	18'	10'	5'	7.5'
50	18'	10'	5'	7.5'
52	18'	10'	5'	7.5'
53	18'	10'	5'	7.5'
56	18'	10'	5'	7.5'
57	18'	10'	5'	7.5'
58	18'	10'	5'	7.5'
59	18'	10'	5'	7.5'
60	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
64	18'	10'	5'	7.5'
65	18'	10'	5'	7.5'
66	18'	10'	5'	7.5'
67	18'	10'	5'	7.5'
70	18'	10'	5'	7.5'
71	18'	10'	5'	7.5'
72	18'	10'	5'	7.5'
73	18'	10'	5'	7.5'
74	18'	10'	5'	7.5'
77	18'	10'	5'	7.5'
78	18'	10'	5'	7.5'
79	18'	10'	5'	7.5'
82	18'	10'	5'	7.5'
83	18'	10'	5'	7.5'
84	18'	10'	5'	7.5'
87	18'	10'	5'	7.5'
88	18'	10'	5'	7.5'
89	18'	10'	5'	7.5'
92	18'	10'	5'	7.5'
93	18'	10'	5'	7.5'
96	18'	10'	5'	7.5'
97	18'	10'	5'	7.5'
98	18'	10'	5'	7.5'

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560027202 Date: 06/06/2025 Time: 9:04AM
Page 5 of 6 B: 4878 P: 64 By: BO

Middleton Unit 8 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
99	18'	10'	5'	7.5'
100	18'	10'	5'	7.5'
101	18'	10'	5'	7.5'
102	18'	10'	5'	7.5'
105	18'	10'	5'	7.5'
106	18'	10'	5'	7.5'
107	18'	10'	5'	7.5'
108	18'	10'	5'	7.5'
109	18'	10'	5'	7.5'
110	18'	10'	5'	7.5'
113	18'	10'	5'	7.5'
114	18'	10'	5'	7.5'
115	18'	10'	5'	7.5'
116	18'	10'	5'	7.5'
117	18'	10'	5'	7.5'
120	18'	10'	5'	7.5'
121	18'	10'	5'	7.5'
122	18'	10'	5'	7.5'
125	18'	10'	5'	7.5'
126	18'	10'	5'	7.5'
127	18'	10'	5'	7.5'
128	18'	10'	5'	7.5'
129	18'	10'	5'	7.5'
130	18'	10'	5'	7.5'
131	18'	10'	5'	7.5'
132	18'	10'	5'	7.5'
133	18'	10'	5'	7.5'
134	18'	10'	5'	7.5'
137	18'	10'	5'	7.5'
138	18'	10'	5'	7.5'
139	18'	10'	5'	7.5'
140	18'	10'	5'	7.5'
141	18'	10'	5'	7.5'
142	18'	10'	5'	7.5'
143	18'	10'	5'	7.5'
144	18'	10'	5'	7.5'
145	18'	10'	5'	7.5'
146	18'	10'	5'	7.5'
147	18'	10'	5'	7.5'

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560027202 Date: 06/06/2025 Time: 9:04AM
Page 6 of 6 B: 4878 P: 65 By: BO

Middleton Unit 8 - Corner Home Sites					
Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
1	18'	10'	10'	5'	7.5'
18	18'	10'	10'	5'	7.5'
26	18'	10'	10'	5'	7.5'
51	18'	10'	10'	5'	7.5'
54	18'	10'	10'	5'	7.5'
55	18'	10'	10'	5'	7.5'
61	18'	10'	10'	5'	7.5'
62	18'	10'	10'	5'	7.5'
68	18'	10'	10'	5'	7.5'
69	18'	10'	10'	5'	7.5'
75	18'	10'	10'	5'	7.5'
76	18'	10'	10'	5'	7.5'
80	18'	10'	10'	5'	7.5'
81	18'	10'	10'	5'	7.5'
85	18'	10'	10'	5'	7.5'
86	18'	10'	10'	5'	7.5'
90	18'	10'	10'	5'	7.5'
91	18'	10'	10'	5'	7.5'
94	18'	10'	10'	5'	7.5'
95	18'	10'	10'	5'	7.5'
103	18'	10'	10'	5'	7.5'
104	18'	10'	10'	5'	7.5'
111	18'	10'	10'	5'	7.5'
112	18'	10'	10'	5'	7.5'
118	18'	10'	10'	5'	7.5'
119	18'	10'	10'	5'	7.5'
123	18'	10'	10'	5'	7.5'
124	18'	10'	10'	5'	7.5'
135	18'	10'	10'	5'	7.5'
136	18'	10'	10'	5'	7.5'
148	18'	10'	10'	5'	7.5'

Declaration of Covenants and Restrictions for Middleton Unit No. 9

Inst. Number: 202560040244 Book: 4930 Page: 351 Page 1 of 31 Date: 8/19/2025 Time: 1:06 PM
Erin C Munz Clerk of Courts, Sumter County, Florida

265.00
31
296.00

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 1 of 31 B: 4930 P: 351 By: BO

THIS INSTRUMENT PREPARED BY/RETURN TO:
Jennifer Slone Tobin, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1600
Orlando, FL 32801

DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 9

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 9 (the "**Declaration**") is made on July 8, 2025, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company (The Villages Development Company, LLC, its successor and assigns, is hereinafter referred to as the "**Declarant**").

RECITALS

A. Declarant is the sole owner in fee simple of certain real property located in Sumter County, Florida, platted as Middleton Unit No. 9, as per plat thereof (the "**Plat**") recorded in Plat Book 23, at Pages 26 through 26A-I, Public Records of Sumter County, Florida (the "**Property**").

B. Declarant desires to provide for the preservation of values and maintenance of certain common facilities in the Property, and so desires to subject all of the Homesites and Homes (as each is hereinafter defined), and each part thereof (but not the tracts and other areas of the Property) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

1.1 "**Architectural Review Board**" or "**ARB**" shall mean the Declarant or its designee, as described in Section 7.1 hereof.

1.2 "**AR Guidelines**" shall mean the Architectural Review Manual for construction, operation and maintenance of Homes and Homesites within the Property, as adopted and amended by the Declarant from time to time.

1.3 "**CDD**" shall mean Middleton Community Development District A.

1.4 "**City**" shall mean the City of Wildwood, in the State of Florida.

1.5 "**Common Areas**" shall mean and refer to those areas of land within the Property which are intended to be used and enjoyed by all Owners of Homesites, which include without limitation, entry areas, entry gates, and sign islands; drainage retention areas; the Storm Water Management System; recreational areas, parks, postal facilities, and appurtenant parking areas; lands owned by or conveyed to the CDD per the Plat or otherwise; and all improvements now or hereafter constructed thereon, including, without limitation, walkways, paths, utilities, lighting systems, signage, structures, gates, access systems, recreational facilities, and landscaping; and together with all other improvements which are specifically described herein to be maintained by the CDD. All personal property and real property, including easements, licenses, leaseholds, or other real property interests, owned by the CDD or maintained by the CDD for the common use and enjoyment of the Owners or third parties, are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests, and persons occupying "*Homes*" on a guest or tenant basis, and third parties or other entities having a legal right to use the same, to the extent authorized by this Declaration.

1.6 "**County**" shall mean the County of Sumter, in the State of Florida.

1.7 "**Declarant**" shall mean and refer to The Villages Development Company, LLC, a Florida limited liability company.

1.8 "**Declaration**" shall mean and refer to this Declaration of Covenants and Restrictions for Middleton Unit No. 9 and any amendments and supplements thereto.

1.9 "**Development Agreement**" shall mean that certain The Villages of Southern Oaks Area B Chapter 163 Development Agreement, dated February 10, 2025, between The City of Wildwood, Florida, and The Villages Land Company, LLC, recorded in Official Records Book 4811, Page 592, Public Records of Sumter County, Florida, as amended from time to time, and that certain The Villages of Southern Oaks Area C Chapter 163 Development Agreement, dated February 10, 2025, between The City of Wildwood, Florida, and The Villages Land Company, LLC, recorded in Official Records Book 4811, Page 658, Public Records of Sumter County, Florida, as amended from time to time.

1.10 "**Front Yard**" shall mean the portion of each Homesite described by drawing a line through the centerpoint of any Home, which line runs parallel to the road or road right of way adjacent to the Homesite. The Front Yard shall be the portion of the Homesite on the side of the line so drawn lying nearest the road or road right-of-way. The Front Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 3 of 31 B: 4930 P: 353 By: BQ

within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the ARB shall be controlling and final.

1.11 **"Home"** shall mean and refer to a detached single-family residential unit constructed on a Homesite for which a certificate of occupancy has been issued by the applicable governmental authorities.

1.12 **"Homesite"** shall mean and refer to any plot of land shown upon the Plat and designated as a numbered Homesite, and shall also include any plot of land shown upon any plat and designated as a numbered Homesite on property which is subsequently made subject to the terms of this Declaration in accordance with the provisions of Section 3.2 hereof.

1.13 **"Initial Home"** shall mean the initial home constructed on a Homesite by the Declarant, the plans for which shall be maintained by the Declarant.

1.14 **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "*Homesite*"; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.15 **"Plat"** shall mean and refer to the subdivision of Middleton Unit No. 9, as more particularly described in Recital A of this Declaration.

1.16 **"Property"** shall mean and refer to the property platted as Middleton Unit No. 9, as per the Plat, as well as any other real property subjected to the Declaration pursuant to Section 3.2 hereof.

1.17 **"Rear Yard"** shall mean the portion of each Homesite described by drawing a line through the center-point of any Home, which line runs parallel to the road or road right-of-way adjacent to the Homesite. The Rear Yard shall be the portion of the Homesite on the side of the line so drawn lying furthest from the road or road right-of-way. The Rear Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be the portion of the Homesite lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined herein the determination of the ARB shall be controlling and final.

1.18 **"Side Yard"** shall mean the portions of each Homesite described by drawing a line through the point of the Home which extends the furthest into the Front Yard, which line runs parallel to the road or road right-of-way adjacent to the Homesite, and by drawing a line through the point of the Home that extends the furthest into the Rear Yard, which lines runs parallel to the line previously described. The Side Yard shall be all portions of the Homesite, exclusive of the Home, lying between the two lines so described. In the case of any dispute as to the location of the Side Yard as defined herein, the determination of the ARB shall be controlling and final.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 4 of 31 B: 4930 P: 354 By: BO

1.19 **"Storm Water Management System"** shall mean and refer to a system, temporary or permanent, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted by SWFMD pursuant to the provisions of Chapters 62-330 of the Florida Administrative Code, as the same may be from time to time amended, supplemented, or replaced by other provisions of Florida law.

1.20 **"SWFMD"** shall mean the Southwest Florida Water Management District.

ARTICLE 2

USE RESTRICTIONS

2.1 **Use Restrictions**. The use restrictions contained in this Article shall apply uniformly to all Homesites and Homes on the Property except that, unless specifically set forth herein to the contrary, they shall not apply to the activities of the Declarant or the CDD within the Common Areas or easements, including construction of improvements by the Declarant or the CDD other than Homes.

2.2 **Residential Use Only**. No Homesite or Home shall be used for any purpose except for residential use. No commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite. No building shall be erected, altered, placed or permitted to remain on any Homesite other than Homes designated for residential use, with attached or detached private garages. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Homes as models or offices. No mobile homes shall be permitted on the Property.

2.3 **Development Standards**.

2.3.1 Square Footage. Homes shall always contain at least the square footage of living area contained in the Initial Home constructed on the Homesite by the Declarant. Living area includes only areas that are heated and cooled but expressly excludes garages, open porches, decks, and atriums, whether or not heated and cooled.

2.3.2 Roof Pitch. The minimum roof pitch for the main portion of the Home (excluding covered porches and decorative elements) shall be 4:12, or such greater steepness as was built for the Initial Home constructed on the Homesite by the Declarant.

2.3.3 Construction Type. Homes shall be conventionally built Homes. The Declarant shall construct the Initial Home on each Homesite.

2.3.4 Easements. No building or other vertical improvements shall be made within the easements created in favor of Declarant under this Declaration or in the Plat without the prior written approval of Declarant.

2.3.5 Setbacks. Each Homesite and the Home constructed thereon (and any reconstruction, repair, addition or other vertical improvement) shall comply, in addition to all other requirements herein, with the setback requirements specified on **Exhibit A** attached hereto and made a part hereof.

2.4 **Subdivision - Multi Units**. Only one Home may be erected on each Homesite. No Homesite may be subdivided.

2.5 **No Temporary or Accessory Structures**. Except as set forth in Section 2.9 with respect to detached garages, no portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Homesite for storage or otherwise; provided, however that this prohibition shall not apply to: (a) shelters used by the Declarant or a licensed contractor during the construction of any Home; or (b) pergolas covering walkways on the Homesite, which match the general aesthetic of the Home if approved by the ARB.

2.6 **Livestock and Animal Restrictions**. No animal shall be kept or maintained on any Homesite (including but not limited to in the Home) except conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Homesites. Without limiting the foregoing, horses, cattle, pigs, and chickens are not allowed. The Declarant shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Homesites. Such permitted animals shall be kept on the Owner's Homesite and shall not be allowed off the premises of the Owner's Homesite except under restraint and in the company of the Owner, a member of the Owner's family, or servant. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

2.7 **Restriction on Activity**. No noxious or offensive activity shall be conducted or permitted to exist upon any Homesite or in any Home, nor shall anything be done or permitted to exist on any Homesite or in any Home that may be or may become an annoyance or private or public nuisance. No Homesite, driveway, or Common Area shall be used for purposes of vehicle repair or maintenance. This restriction shall not apply to activities conducted by the Declarant in the construction, sale or maintenance of improvements upon the Property.

2.8 **Restrictions on Walls and Fences; Hedges**. No wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Homesite; provided however, fences or walls located in the Rear Yard and Side Yard shall be permitted only if (a) the design and materials are consistent with the then-applicable AR Guidelines, and (b) the Owner receives prior written approval of the ARB as to the specific location of the fence(s) or walls. No wall or fence may be

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 6 of 31 B: 4930 P: 356 By: BO

painted or altered in appearance after installation, unless the foregoing criteria are met prior to such painting or alteration. All walls and fences must be maintained and repaired in good condition, and all hedges must be neatly trimmed.

2.9 **Garages**. Each Home shall have either an attached or detached garage. No Owner may change the nature of the garage (i.e. attached or detached) from that installed as a part of the Initial Home (whether in connection with a remodel, repair or a rebuild). Garages must be maintained operational for the storage of automobiles, boats, and other motor vehicles. Garage doors shall be predominantly opaque and remain closed except when in actual use to allow ingress and egress into the garage, and any change in garage door from that installed for the Initial Home must be consistent in design with the aesthetics of the Home and the surrounding neighborhood. The addition of carports that are of a design, material and appearance uniform with that of the Initial Home may be permitted if consistent with the then-applicable AR Guidelines and if the Owner receives prior written approval of the ARB as to the location, design and aesthetic of the carport.

2.10 **Insect Control; Fire Control; Trash Removal**. In order to implement effective insect, reptile, rodent, and fire control, the Declarant and its agents shall have the right, but not the duty, to enter upon any Homesite, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Declarant and its agents may enter upon such land to remove any trash which has collected on such Homesite or Home without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Homesite nor to provide garbage or trash removal services. Any and all costs incurred by the Declarant in exercising its rights under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.11 **Clothes Lines**. No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Homesite.

2.12 **Exterior Antennas, etc**. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Homesite or Home thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Homes only if such dishes are

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 7 of 31 B: 4930 P: 357 By: BO

mounted to those portions of the Home directly facing the Side Yard or the Rear Yard of the Homesite.

2.13 **Exterior Paint**. The only color paints that may be used on the exterior of any Home are (a) the same palette of exterior paint (i.e. dominant and accent colors) used on the Initial Home in the same location as used on the Initial Home; or (b) any other palette of exterior paints as contained at the time of repainting in the then-applicable AR Guidelines, with the applicable colors of the palette being applied to the designated portion of the Home (i.e. main Home vs. trim) as provided in the AR Guidelines, provided, however, that at the time of repainting, neither Home immediately adjacent to the Home being painted is painted with that same color palette.

2.14 **Signs**. No sign (whether commercial, political, personal, "for sale", "for rent" or otherwise) shall be erected or maintained on any Homesite or Home within public view except as may be required by legal proceedings. Such prohibition shall apply to commercial real estate signs advertising a particular Homesite or Home for sale or for rent. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Homesite or Home.

2.15 **Exterior Maintenance**. Each individual Owner shall have the responsibility to maintain the exterior of their respective Home in good condition. In addition to the foregoing, the Declarant shall have the right, but not the duty, to provide maintenance to any exterior areas visible from the roads or adjacent Homesites, including repairs to walls and roofs, painting, landscaping, and lawn maintenance. The Declarant shall have the right (but not the obligation) to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Home to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Declarant in performing repairs and maintenance under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.16 **Allowable Trim and Decoration**. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, without the prior written consent of the Declarant, and the Declarant shall only grant approval therefor if such improvements are consistent in design and color of the applicable Home, and consistent with the then-applicable AR Guidelines. All other outside decorations and ornaments, whether affixed to the Home or placed elsewhere on the Homesite, are prohibited. This restriction shall not apply to holiday decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, nor shall apply to any holiday decorations from the period commencing on Thanksgiving and

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 8 of 31 B: 4930 P: 358 By: BO

extending until January 10th of the following year. Notwithstanding the foregoing, the Declarant may prohibit or restrict decorations which it determines, in its sole discretion, create a hardship on, or nuisance to, neighboring property, or otherwise interferes with the quiet and peaceful enjoyment by any other Owner of that Owner's Homesite. This restriction shall also not apply to a single flag pole which may not, however, extend higher than 22'.

2.17 **Window Tinting**. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the Declarant.

2.18 **Unit Air Conditioners**. No air conditioning units may be mounted to windows or walls unless the location, method of installation and appearance has been approved in writing by the Declarant. It is the intention of this provision to authorize the Declarant to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds; provided, however, that the Declarant shall not unreasonably withhold its approval of split systems which are compliant with the then-applicable AR Guidelines. All other air conditioning units shall be located in the Rear Yard or Side Yard and shall be effectively screened by plant matter or opaque fencing as required by the then-applicable AR Guidelines.

2.19 **Interior Maintenance**. Each individual Owner shall have the responsibility to maintain the interior of their respective Home in such fashion so as not to create a health or safety hazard to adjoining Homes or to create a nuisance.

2.20 **Vehicles**. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle or an Owner's vehicle used for their occupation, shall be parked or maintained on any Homesite or public right-of-way, except in an enclosed garage. No private passenger vehicle or Owner's occupational vehicle containing hazardous materials, fuel for other vehicles, noxious or offensive materials shall be parked or maintained on any Homesite or public right-of-way. No private passenger vehicle or Owner's occupational vehicle in excess of 1 ton size shall be parked or maintained on any Homesite or public right-of-way.

2.21 **Construction on Homesites**.

2.21.1 All construction on any Home shall be completed within twelve (12) months from the issuance of the building permit for that Home; provided, however that such restriction shall not apply to the construction of the Initial Home. If any construction on a Homesite, once commenced is discontinued for a period of at least sixty (60) consecutive days, the ARB and/or the Declarant shall have the right, in addition to any other rights and remedies hereunder, to require the Owner to raze (or repair any unsightliness caused by) all partially completed improvements on the Homesite, remove all debris and rubble, fill in all foundations, and/or return the Homesite to grade and landscape the entire Homesite with sod per the provisions of Section 2.23 hereof (to be maintained per Section 2.15 hereof), within thirty (30) days following written notice from the ARB or the Declarant.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 9 of 31 B: 4930 P: 359 By: BO

2.21.2 All construction on any Homesite (including any remodeling or rebuild following a casualty) shall be: (a) subject to the provisions of Article 7 hereof, including the plan review provisions thereof; (b) subject to any approval rights of Declarant contained herein; and (c) at that Homesite Owner's risk. Homesite Owner shall be responsible for any damage to Common Areas, other Homesites, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Homesite. Repairs of construction damage must be made by the Owner within thirty (30) days.

2.21.3 If the Owner fails to timely take the actions required under Sections 2.21.1 or 2.21.2 hereof, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite or upon the exterior of any Home for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section (whether on the Owner's Homesite, any other Homesite, any Common Areas, utilities, public rights-of-way, sidewalks or curbing) shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.22 **Recreational Equipment**. All recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard. Any other recreational equipment shall be kept within the Home except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Home.

2.23 **Grassed Areas and Yards**. All sodded areas on a Homesite shall be serviced by an in-ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Homesite in a neat, clean, orderly and healthy condition. Each Owner shall also maintain all sodded areas between the Owner's Homesite and the pavement of any adjacent paved street. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All areas of the yard that are not landscaped must be sodded. All grass shall be of a type approved for use in the then-applicable AR Guidelines. Sodded areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. Owners may expand the size of, and create additional landscaped areas only upon prior written consent of the Declarant. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Home, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Home. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's

maintenance and care obligations as set forth herein shall apply to all portions of the Homesite including any easements located on or adjacent thereto, including front, side, and rear road and utility easements. Owners are encouraged to and may add and replace landscape that is more water-conservative and draught-tolerant than provided with the Initial Home, however, any such alterations visible from roadways or Common Areas must receive the prior written approval of the ARB, which shall require, at a minimum, that the aesthetics of such landscaping be compatible with the Home and the surrounding neighborhood.

2.23.1 **Vacant Homesites**. The grassy areas of any vacant Homesites shall be kept regularly mowed and trimmed, and all areas of vacant Homesites shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. If the Owner fails to maintain a vacant Homesite as so required, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.24 **Pools; Spas**. No above-ground pools are permitted within the Property. Above ground spas are permitted within the Property. All spas and in-ground pools shall include a paved patio extending from the Home and completely surrounding the pool and spa and shall be located in the Rear Yard. All pool and spa enclosures, including screening, must be approved by the Declarant.

2.25 **Compliance With Development Agreement**. No Homesite or Home may, at any time, be used in a way contrary to, or which would create a violation of any terms contained in the Development Agreement, as amended from time to time.

2.26 **Storage**. No items may be stored on a Homesite outside a Home or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, and equipment shall be stored by an Owner out of view, except when in use. If the Owner fails to comply with the foregoing requirements, the Declarant shall have the right (but not the obligation) to enter upon any Homesite for the purpose of removing any such unpermitted items, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant

in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.27 **Household Garbage and Yard Trash**. The Declarant will designate a solid waste hauler to service the Property and each Home must use and pay for garbage services provided by the solid waste hauler selected by the Declarant. Charges for trash service shall commence on the date the Owner purchase its Homesite and Home, and that the fees for such service is payable on a year-round basis, regardless of use or occupancy. No Homesite Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Homesite, except for the removal of lawn waste by a tree removal or landscaping service. No Homesite or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in the garage. On those days and only on those days when garbage pickup or trash pickup are made at the Homesite, the Owners shall place their garbage on their Homesite and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. Declarant and/or the solid waste hauler shall have the right to require that trash and garbage be put in receptacles for pickup, which receptacles shall be kept in the garage or at the rear of the Home out of sight from the street within an approved fenced or walled area. At any time that receptacles are required: (a) all receptacles will be removed from the curbside no later than sundown of the day of pickup, (b) all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle, and (c) in no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Home, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this Section, on a Homesite or on the Properties during construction of improvements to the Properties or construction of a Home. In the event any applicable garbage franchisee institutes a recycling program, Declarant reserves the right to require all Owners to participate in such program.

2.28 **Containers and Fuel Tanks**. All garbage and trash containers, bottled gas tanks, water softeners, and other similar tanks and containers shall be located in the garage or, subject to approval of the ARB, in the Rear Yard or a Side Yard adjacent to the Home (but in no event within any easements on the Homesite). Any such garbage or trash containers, bottled gas tanks, water softeners, and other similar containers located in the Rear Yard or Side Yard shall be located adjacent to the Home and, except for portable gas tanks typically used in connection with a propane grill, shall be installed underground or within an area screened by a wall, hedge, landscaping or fence which is not visible from any street or adjoining property.

2.29 **Gardens and Prohibited Plants**. Vegetable gardens may be grown only in the Rear Yard.

2.30 **Lighting**. All exterior lighting on any Homesite or Home must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Homesite upon which the lighting is erected. The Declarant shall have sole authority to determine whether exterior lighting constitutes an annoyance

or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the CDD, or any governmental entity.

2.31 **Driveways**. All driveways shall be constructed of concrete, and shall extend from the pavement of a street adjacent to the Homesite to the garage constructed on the Homesite. Driveways may be painted and designed with stamped concrete or pavers, provided that the design of the painting, stamped concrete, and pavers shall be harmonious with the design and color of the Home, and no murals, depictions, sayings, or other non-geometric designs shall be permitted. The Declarant shall have final discretion to determine whether driveway improvements are in compliance with this Section, and any Owner, prior to making any such improvements or changes to the driveway installed with the Initial Home, shall first obtain the written approval of the Declarant. No Owner or other person shall extend any street or road, or create any street or road upon its Homesite, and no Homesite may be used as ingress and egress to any other property.

2.32 **Mail boxes**. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner. All mail will be delivered to key-accessed mailbox installations in locations designated by the Declarant and approved by the United States postal service.

2.33 **Leases**. Leasing of all or any portion of a Home is restricted to residential uses for a minimum period of six (6) months. All leases shall be in writing, shall specify such residential restriction and shall provide that the Declarant shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. A copy of any such lease shall be delivered to the Declarant upon request. Each lease shall contain the following provision:

> "The lessee hereby acknowledges that this lease is subject to the *Declaration of Covenants and Restrictions for Middleton Unit No. 9*, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys fees."

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest, or licensee of a Home occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than six (6) months. The Declarant shall have the right to collect attorneys' fees against any occupant or tenant and the owner of the Home in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this Section.

2.34 **Water and Sewer Systems**. Each Homesite will be serviced by a central water and sewer system. Septic systems, and private potable water or irrigation wells are prohibited.

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 13 of 31 B: 4930 P: 363 By: BO

2.35 **Water Management District Compliance**. Declarant shall, in constructing each Initial Home, comply with the construction plans for the Surface Water Management System approved and on file with SWFWMD. No Owner of property within the Property may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and Plat, unless prior approval is received from SWFWMD, and if applicable, any other appropriate governmental agency having jurisdiction. Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the Surface Water Management System approved and on file with SWFWMD and if such maintenance of designated flow paths is not properly undertaken by Owner, then the Declarant (and/or the CDD) shall have the right, but not the obligation enter onto the Homesite and reconstruct the intended flow pattern, with any such entry by the Declarant not being deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant or the CDD will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant or the CDD in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.36 **Maintenance of Perimeter Fences**. Any fences or walls, or combination thereof, constructed along Bexley Trail (collectively, the "**Perimeter Fence**") shall be maintained as follows: (i) for those portions of the Perimeter Fence lying between a Homesite and a Common Area of public right-of-way, then the exterior faces thereof (i.e., the faces of the Perimeter Fence facing away from any adjacent Homesites) shall be maintained by the CDD, and (ii) for the remainder of such Perimeter Fence, including but not limited to the structural integrity thereof, maintenance shall be the responsibility of the Owner (and if any repair or damage affects more than one Homesite, then each affected Owner shall proportionally share in the costs thereof). No Owner may paint, modify, alter, attach any object to, damage, or otherwise affect any portion of the Perimeter Fence, and Owners whose Homesites are adjacent to any portion of the Perimeter Fence shall pressure wash, when necessary, and clean the interior faces thereof (i.e., the faces of the Perimeter Fence facing towards the adjacent Homesite). Declarant shall maintain a fence plan detailing specifically which fences or walls are to be deemed portions of the Perimeter Fence, and said plan shall be made available to Owners and shall be conclusive. If the Owner fails to maintain any portion of the Perimeter Fence located on a Homesite as so required, the Declarant shall have the right (but not the obligation) to perform such maintenance, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the

Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.37 **Restrictions on Use of Common Areas; Water Features**. Common Areas shall only be used for the purposes for which they are intended (i.e., parking areas for parking, playgrounds for playing, retention areas for water retention and fishing, etc.). The Declarant may promulgate reasonable rules and regulations governing use of the Common Areas from time to time, and the same shall be binding upon Owners. Notwithstanding the foregoing however, Owners acknowledge that the lakes, ponds, basins, retention and detention areas, marsh areas or other water-related areas within or outside of the Property ("**Water Features**") are designed to detain, or retain, stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, such Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within any particular Water Feature at any given time is also subject to fluctuation due to droughts, floods, excessive rain and/or distribution due to irrigation activities. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level. Rules regarding access and use of the Water Features (i.e. fishing, boating, kayaking, etc.) shall be promulgated and enforced by the CDD, and each Owner, by acceptance of its Home and Homesite, acknowledges that it has no guaranty of a right to access or use any such Water Feature.

2.38 **Sounds**. All sounds emanating from a Home (whether from televisions, radios, computers, musical instruments, human voices, or otherwise) must be kept to a moderate level from 10:00 PM to one (1) hour before daylight.

2.39 **Solicitation**. Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Property.

2.40 **Rules and Regulations**. The Declarant reserves the right to establish such other reasonable rules and regulations governing the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of the Property, all of which will apply equally to the Owners. The rules and regulations may be contained in the AR Guidelines, or will become effective five (5) days following written notice to the Owners.

ARTICLE 3

PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATIONS; PROPERTY RIGHTS

3.1 **The Property**. The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

3.2 **Annexation**. Additional land adjacent to the Property may be annexed to the Property by the Declarant without the consent of the Owners, provided the annexation does not change the general nature or character of the subdivision. Upon annexation of said additional land, the Owners of Homesites within the land so annexed for all intents and purposes shall be deemed subject to the provisions of this Declaration, with the right to use the Common Areas identified herein, or identified within the supplemental declaration referred to hereafter. The Owners of the Homesites shall be subject to this Declaration and the rules and regulations contemplated hereby in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners, except as may be specifically set forth in such supplemental declaration. When land is annexed, the Declarant shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed.

3.3 **Owner's Easements of Enjoyment**. Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Homesite subject to the following provisions:

3.3.1 any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, Plat or other conveyance or agreement creating the right of the Declarant in and to that portion of the Common Areas, or creating the right of third parties in and to that portion of the Common Areas; and

3.3.2 the right of the Declarant to dedicate or transfer all or any part of the Common Areas to the CDD, or any other any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Declarant.

3.4 **Easement for Access and Drainage**. The CDD shall have a perpetual non-exclusive easement over all areas of the Storm Water Management System for access to operate, maintain or repair the system. By this easement the CDD shall have the right to enter upon any portion of any Homesite which is a part of the Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Storm Water Management System as required by the Southwest Florida Water Management District permit. Additionally, the CDD and the Declarant shall have a perpetual non-exclusive easement for drainage over the entire Storm Water Management System. No person shall alter the drainage flow of the Storm Water Management System, including buffer areas or swales, without the prior written approval of SWFWMD.

3.5 **Delegation of Use**. Any Owner shall delegate such Owner's right of enjoyment to the Common Areas and facilities to any tenant of the Home at the time of entering into a lease of the Home and Homesite (which lease shall be entered into in accordance with the terms of this Declaration). During any period in which Owner has so delegated such Owner's right of enjoyment, the Owner shall not have the right to exercise such right of enjoyment, it being the

intent that only the current occupant of the Home and such occupant's guests shall have the foregoing right of enjoyment.

3.6 **Construction and Sales**. There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Homesites), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Homesites within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Homesites.

3.7 **Common Area Utility Easements**. To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant as such Owner's agent and attorneys-in-fact with full power in such Owner's name, place and stead, to execute instruments creating, granting or modifying utility easements over the Common Areas; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

3.8 **Easements Over Homesites**. Easements and rights of way are hereby (a) reserved by Declarant for the construction, installation, and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cable, telephone, irrigation lines and other utilities, together with rights of ingress and egress necessary for the full utilization thereof, (b) reserved to the Declarant for the construction, installation, and maintenance of any portion of the Perimeter Fence located on such Homesites, and (c) reserved by Declarant for landscaping. Such easements and rights of way are hereby reserved and granted over: (i) a seven and one-half (7 ½) foot width along the Rear Yard Homesite lines, (ii) a ten (10) feet width along the Front Yard Homesite lines, and (iii) a five (5) feet width along the Side Yard Homesite lines. All such utilities and facilities in the easement along the Front Yard Homesite line shall be flush with, or below grade; provided however, the foregoing restriction shall not prohibit above grade utilities and facilities in those areas of the Front Yard easement that are also burdened by the Side Yard easement created in this Section 3.8. The Declarant shall have the right, in its sole discretion, to reduce the size of the easements granted in this Section 3.8 for any particular Homesite. Utility providers utilizing such easements covenant, as a condition to the right to use such easement, not to interfere with or disturb any equipment install within the easement area and to repair the grading and landscaping disturbed in connection with any utilization of said easement. In addition to the foregoing reservations, each Owner acknowledges that: (i) it shall maintain any landscaping and buffer yards installed in any special easement designated on the Plat; and (ii) allow Declarant to enter onto the Homesite for the purpose of installing any utilities, landscaping or buffer yard on such special easement, which shall not be deemed a trespass.

3.9 **Easements Reserved to Declarant**. The Declarant hereby reserves unto itself, the right to grant easements over, upon, under and across all Common Areas, including, but not limited

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 17 of 31 B: 4930 P: 367 By: BO

to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

ARTICLE 4

CDD

4.1 **Generally**. The CDD shall have such authority and perform those services consistent with Chapter 190 of the Florida Statutes with respect to the Property. Services shall include, but not be limited to the following:

4.1.1 Maintenance and repair of tracts conveyed to the CDD (whether by the Plat or otherwise), together with all improvements located thereon;

4.1.2 Maintenance and repair of areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public;

4.1.3 Pay for the cost of water and sewer provided by the applicable utility company serving the Property, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public (to the extent such costs are not paid directly by Owners);

4.1.4 Maintenance and repair of the Storm Water Management System, including drainage easements and drain pipes not maintained by other utility providers, or the City of Wildwood, or Sumter County, Florida;

4.1.5 Maintenance and repair of the landscaping and irrigation on islands and cul-de-sacs located within the roadways, if any;

4.1.6 Maintenance and repair of the Perimeter Fence in accordance with Section 2.36 hereof;

4.1.7 Maintenance and repair to the top and exterior of the walls and/or fences, but not any railings, located on or adjacent to the rear lot lines of Homesites 20, 21, and 38 through 40; and

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 18 of 31 B: 4930 P: 368 By: BO

4.1.8 Maintenance and repair, including structural repair, to the walls and/or fences located on or adjacent to Tract I of the subdivision.

4.2 **Fees**. Each Owner, by acceptance of the deed to their Homesite, acknowledges and agrees that the CDD shall have the right to impose fees on such Homesite and Owner for the provision of amenities or other services, and that such fees may be in addition to any sums payable or due hereunder.

4.3 **Delegation**. The Declarant shall have the right to delegate its rights and obligations hereunder to the CDD (which shall be in addition, if applicable, to the services specified in Section 4.1), and which shall include the right to enforce, on Declarant's behalf, the provisions of Article 2 hereof.

ARTICLE 5

LIENS

5.1 **Liens**. All sums charged against any Owner, Home or Homesite by Declarant or its designee (including, but not limited to the CDD) with respect to the matters set forth herein, together with court costs, reasonable attorneys' fees, late charges and interest (at the statutory rate) shall be secured by an equitable charge and continuing lien on such Homesite. Such lien shall be superior to all other liens and encumbrances on such Parcel from and after the date of recording of a claim of lien in the public records by the Declarant or its designee. Declarant shall have the power and authority, in its sole judgment and discretion, to release the lien or to subordinate it to any other lien. The Declarant shall have the right to take any action it may determine to collect the sums evidenced by any such lien or institute an action to foreclose said lien. The costs of collecting any such lien (including attorneys fees and costs) shall be included in such lien.

ARTICLE 6

DEFAULTS

6.1 **Defaults**. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees of any of the provisions of this Declaration or the AR Guidelines, the Declarant shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Declarant, or if any similar violation is thereafter repeated, the Declarant may, at its option take any one or all of the following actions:

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 19 of 31 B: 4930 P: 369 By: BO

6.1.1 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

6.1.2 Commence an action to recover damages; and

6.1.3 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Declarant as provided herein, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Declarant in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Declarant in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be charged against the applicable Owner, shall be a lien on the Homesite, and shall be due upon written demand by the Declarant.

6.2 **Negligence**. An Owner shall be liable and may be charged by the Declarant for the expense of any maintenance, repairs or replacement rendered necessary by such Owner's act, neglect or carelessness.

6.3 **Responsibility of an Owner for Occupants, Tenants, Guests and Invitees**. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Home, and for all employees, tenants, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Declarant, the Owner shall be charged for same, which shall be a lien against such Owner's Homesite in accordance with the terms hereof. Furthermore, any violation of any of the provisions of this Declaration or the rules and regulations promulgated hereunder by any resident of any Home, or any guest or invitee of an Owner or of any resident of a Home shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

6.4 **Right of Declarant to Evict Tenants, Occupants, Guests, and Invitees**. With respect to any tenant or any person present in any Home or any portion of the Property, other than an Owner and the members of his or her immediate family permanently residing with him or her in the Home, if such person shall materially violate any provision of this Declaration or the rules and regulations promulgated hereunder, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Declarant or the CDD, then upon written notice by the Declarant such person shall be required to immediately leave the Property and if such person does not do so, the Declarant is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be charged to the applicable Owner payable within thirty (30) days of demand, and the Declarant may collect such

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 20 of 31 B: 4930 P: 370 By: BO

sums and have a lien against the Home and the Owner for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Declarant.

6.5 **No Waiver**. The failure of the Declarant to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant to enforce such right, provision, covenant, or condition in the future.

6.6 **Rights Cumulative**. All rights, remedies and privileges granted to the Declarant pursuant to any terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Declarant thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

6.7 **Enforcement By or Against other Persons**. In addition to the foregoing, this Declaration may be enforced by Declarant (or its designee, which may include, but is not limited to the CDD), by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

6.8 **Delegation**. The Declarant shall have the right to delegate to the CDD its right to pursue the remedies and rights in this Article 6 as provided in Article 6 hereof, provided, however, that such delegation shall not limit the rights of Declarant hereunder.

ARTICLE 7

ARCHITECTURAL REVIEW

7.1 **Composition of Architectural Review Board**. The Declarant, acting in its own name or Declarant's appointed agent, shall constitute the Architectural Review Board (referred to herein as "**ARB**"). At such time as Declarant in its sole and absolute discretion shall determine, Declarant may, in lieu of continuing to serve as the ARB, transfer the authority to serve in that capacity to the CDD. The Declarant and/or the CDD, as applicable, may designate an agent or agent(s) from time to time to serve as the ARB.

7.2 **Matters Subject to Review**. After the Initial Home has been constructed and except for: (a) matters expressly reserved to the Declarant pursuant to the provisions of this

Declaration and/or (b) matters which are expressly permitted in this Declaration without ARB review, no reconstruction, additions, alterations or modifications to the Home, or in the locations or utility connections of the Home, nor any buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without, in each instance, the prior written consent of the ARB; provided however that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article 7. Nothing contained herein shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure.

7.3 **Submission of Plans**. Prior to the initiation of construction upon any Homesite subject to the review of the ARB pursuant to Section 7.2, the Owner thereof shall first submit to the ARB any information deemed reasonably necessary by the ARB for the performance of its function. Such information may or may not include a complete set of plans and specifications for the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, and specifications of materials and exterior colors. As a precondition of approval of any plans and specifications or other materials submitted to it, the ARB may assess a reasonable fee, including a fee for initial review and approval and for inspections of construction to assure compliance with the approved plans and specifications and other materials.

7.4 **Plan Review**. Upon receipt by the ARB of all of the information required by this Article 7 for any matter requiring ARB review pursuant to this Declaration, the ARB shall have thirty (30) days in which to review said information. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; (iv) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit, (v) confirming that the improvements comply with the then-applicable AR Guidelines (or should be granted an exemption therefrom), and (vi) confirming that the proposed work complies with the construction plans for the Surface Water Management System approved and on file with SWFWMD. In the event that the ARB fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

7.5 **Contingent Approval**. In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans.

7.6 **Maintenance**. All buildings, fences, walls, outbuildings, landscaping, or other structures or improvements approved by the ARB shall be maintained in accordance with the Plans submitted to the ARB, and in good condition as determined by the ARB, all consistent with the

Inst. Number: 202560040244 Book: 4930 Page: 372 Page 22 of 31 Date: 8/19/2025 Time: 1:06 PM
Erin C Munz Clerk of Courts, Sumter County, Florida

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 22 of 31 B: 4930 P: 372 By: BO

requirements of Article 2 hereof. Without limiting the foregoing, all landscaping shall be maintained in a healthy condition. Any failure to maintain any such buildings, fence, wall, outbuilding, landscaping, or other structures or improvements in accordance with the approval obtained from the ARB, and in reasonable condition as determined by the ARB, shall constitute a default hereunder, entitling the Declarant to pursue the remedies set forth therein, together with such other remedies are available at law or in equity.

7.7 **Non-Conforming Structures**. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARB. The Declarant may maintain an action at law or in equity for the removal or correction of the nonconforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

7.8 **Immunity of ARB Members**. No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Declarant shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice. Any approval given by the ARB, whether written, spoken, or implied, shall not constitute or imply compliance with this Declaration or any governmental regulations.

7.9 **Address for Notice**. Requests for approval or correspondence with the ARB shall be in writing and mailed or delivered to the principal office of the Declarant at that address, through an online process as may be established from time to time by Declarant, or such other address as may be designated from time to time by the Declarant. No correspondence or request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

7.10 **Variances**. The ARB may authorize variances in compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require and the other requirements of this Article 7 are met. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements and requirements imposed by any governmental or municipal authority.

7.11 **Attorneys Fees and Costs**. For all purposes necessary to enforce or construe this Article, the ARB and the Declarant, shall be entitled to collect reasonable attorneys fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the Declarant within fifteen (15) days of Declarant providing to Owner a written notice thereof, the Declarant may place a lien on such Owner's Homesite in the amount of said fees, costs, and expenses against such Owner which lien shall constitute a lien on the Owner's Homesite pursuant to Section 5.1 and shall be collectible as set forth in this Declaration.

ARTICLE 8
COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

8.1 **No Partition**. Recognizing that the full use and enjoyment of any Homesite is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Homesites, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as set forth in Section 3.5 hereof, or otherwise as an appurtenance to and in the same transaction with, a transfer of title to a Homesite. Any conveyance or transfer of a Homesite shall include the right to use and enjoyment of the Common Areas appurtenant to such Homesite subject to reasonable rules and regulations promulgated by the Declarant for such use and employment, whether or not such rights shall have been described or referred to in the deed by which said Homesite is conveyed.

ARTICLE 9

AMENDMENTS TO DECLARATION

9.1 **General Amendments**. This Declaration may be amended by Declarant, without the consent of any other Owner, at any time that Declarant is an Owner, and after such time, then this Declaration may be amended by the affirmative vote or written consent of the Owners owning not less than two-thirds (2/3) of the Homesites. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant (even after such time as Declarant no longer is an Owner) without the prior written consent of the Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

9.2 **Additional Requirements for Amendments**. Any amendment to this Declaration which alters the Storm Water Management System, beyond maintenance in its original condition,

including the water management provisions of the Common Areas, must have the prior written approval of SWFWMD, notwithstanding any other provisions contained herein.

ARTICLE 10

STORM WATER MANAGEMENT SYSTEM

10.1 **Responsibility for Surface Water or Storm Water Management System.** Except for the obligations of Owners set forth in Section 2.35 hereof, the CDD shall be responsible for the maintenance, operation and repair of the Storm Water Management System. Maintenance of the Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by SWFWMD. The CDD, its successors and assigns, shall be responsible for such maintenance and operation (other than to the extent any other governmental body assumes responsibility for such maintenance and operation). Any repair or reconstruction of the Storm Water Management System shall be as permitted, or as modified, or as approved by SWFWMD.

10.2 **Enforcement.** SWFWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

ARTICLE 11

GENERAL PROVISIONS

11.1 **Parties Who May Seek Enforcement.** If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, or any rules and regulations of the Declarant promulgated hereunder, it shall be lawful for Declarant and any Owner (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions or (b) to maintain proceedings in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all such violations or attempted violations or seeking any other legal or equitable relief available. Should any such party be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of sums due, including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be

deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof. Notwithstanding the foregoing, SWFWMD shall have the right to enforce, by proceeding in law or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

11.2 **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.3 **Duration**. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Owners and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Homesites. Any revocation must be recorded.

11.4 **Transfer of Assets to Local Government**. The Declarant and/or the CDD may transfer Common Areas to any local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Declarant property to standards and conditions required by the local government.

11.5 **Litigation**. In any litigation arising out of, or relating to, this Declaration, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

11.6 **Development Agreement**. Each Owner, by acceptance of a deed to a Homesite, hereby automatically agrees that its Home, Homesite, all improvements and activities thereon and use thereof shall be subject to the Development Agreement, as it may be amended from time to time. Each Owner further acknowledges and agrees that Declarant, and its affiliates and assigns reserve the right to unilaterally amend the Development Agreement, including but not limited to, the right to add or incorporate additional lands and subdivisions to the property subject to the Development Agreement without the joinder of any Owner whatsoever, and each Owner waives any objection to such amendments of the Development Agreement.

[signature on following page]

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 26 of 31 B: 4930 P: 376 By: BO

DATED this 8th day of July, 2025.

WITNESSES:

Print Name: Zoey Devine McNeil
Address: 7580 Middleton Drive
Middleton, Florida 34762

Print Name: Jennifer L. Mutz
Address: 7580 Middleton Drive
Middleton, Florida 34762

THE VILLAGES DEVELOPMENT COMPANY LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me ☑ in person OR ☐ via online notarization this 8th day of July, 2025, by Martin L. Dzuro, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Print Name: Zoey Devine McNeil
Serial/Commission Number: _____
Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
ZOEY DEVINE MCNEIL
Commission # HH 668718
Expires June 25, 2027

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 27 of 31 B: 4930 P: 377 By: BO

Middleton Unit 9 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
1	18'	10'	5'	7.5'
2	18'	10'	5'	7.5'
4	18'	10'	5'	7.5'
5	18'	10'	5'	7.5'
6	18'	10'	5'	7.5'
7	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
9	18'	10'	5'	7.5'
10	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
12	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
14	18'	10'	5'	7.5'
15	18'	10'	5'	7.5'
16	18'	10'	5'	7.5'
17	18'	10'	5'	7.5'
18	18'	10'	5'	7.5'
19	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
21	18'	10'	5'	7.5'
22	18'	10'	5'	7.5'
23	18'	10'	5'	7.5'
24	18'	10'	5'	7.5'
25	18'	10'	5'	7.5'
26	18'	10'	5'	7.5'
27	18'	10'	5'	7.5'
28	18'	10'	5'	7.5'
29	18'	10'	5'	7.5'
30	18'	10'	5'	7.5'
31	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'
34	18'	10'	5'	7.5'
35	18'	10'	5'	7.5'
36	18'	10'	5'	7.5'
38	10'	10'	5'	7.5'
39	10'	10'	5'	7.5'
40	18'	10'	5'	7.5'
41	18'	10'	5'	7.5'

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 28 of 31 B: 4930 P: 378 By: BO

Middleton Unit 9 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
42	18'	10'	5'	7.5'
43	18'	10'	5'	7.5'
44	18'	10'	5'	7.5'
45	18'	10'	5'	7.5'
46	18'	10'	5'	7.5'
47	18'	10'	5'	7.5'
48	18'	10'	5'	7.5'
49	18'	10'	5'	7.5'
50	18'	10'	5'	7.5'
52	18'	10'	5'	7.5'
53	18'	10'	5'	7.5'
54	18'	10'	5'	7.5'
55	18'	10'	5'	7.5'
56	18'	10'	5'	7.5'
57	18'	10'	5'	7.5'
58	18'	10'	5'	7.5'
59	18'	10'	5'	7.5'
61	18'	10'	5'	7.5'
62	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
64	18'	10'	5'	7.5'
65	18'	10'	5'	7.5'
66	18'	10'	5'	7.5'
69	18'	10'	5'	7.5'
70	18'	10'	5'	7.5'
71	18'	10'	5'	7.5'
72	18'	10'	5'	7.5'
73	18'	10'	5'	7.5'
76	18'	10'	5'	7.5'
77	18'	10'	5'	7.5'
78	18'	10'	5'	7.5'
79	18'	10'	5'	7.5'
81	18'	10'	5'	7.5'
82	18'	10'	5'	7.5'
83	18'	10'	5'	7.5'
86	18'	10'	5'	7.5'
87	18'	10'	5'	7.5'
88	18'	10'	5'	7.5'
89	18'	10'	5'	7.5'

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 29 of 31 B: 4930 P: 379 By: BO

Middleton Unit 9 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
90	18'	10'	5'	7.5'
93	18'	10'	5'	7.5'
94	18'	10'	5'	7.5'
95	18'	10'	5'	7.5'
96	18'	10'	5'	7.5'
97	18'	10'	5'	7.5'
100	18'	10'	5'	7.5'
101	18'	10'	5'	7.5'
103	18'	10'	5'	7.5'
104	18'	10'	5'	7.5'
106	18'	10'	5'	7.5'
107	18'	10'	5'	7.5'
108	18'	10'	5'	7.5'
111	18'	10'	5'	7.5'
112	18'	10'	5'	7.5'
113	18'	10'	5'	7.5'
116	18'	10'	5'	7.5'
117	18'	10'	5'	7.5'
118	18'	10'	5'	7.5'
119	18'	10'	5'	7.5'
120	18'	10'	5'	7.5'
123	18'	10'	5'	7.5'
124	18'	10'	5'	7.5'
125	18'	10'	5'	7.5'
126	18'	10'	5'	7.5'
127	18'	10'	5'	7.5'
128	18'	10'	5'	7.5'
129	18'	10'	5'	7.5'
130	18'	10'	5'	7.5'
131	18'	10'	5'	7.5'
132	18'	10'	5'	7.5'
133	18'	10'	5'	7.5'
136	18'	10'	5'	7.5'
137	18'	10'	5'	7.5'
138	18'	10'	5'	7.5'
139	18'	10'	5'	7.5'
140	18'	10'	5'	7.5'
141	18'	10'	5'	7.5'
142	18'	10'	5'	7.5'

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 30 of 31 B: 4930 P: 380 By: BO

Middleton Unit 9 - Non Corner Home Sites				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
143	18'	10'	5'	7.5'
144	18'	10'	5'	7.5'
145	18'	10'	5'	7.5'
146	18'	10'	5'	7.5'
147	18'	10'	5'	7.5'
148	18'	10'	5'	7.5'

Exhibit "A"

Erin C Munz, Sumter County Clerk of Court
Inst: 202560040244 Date: 08/19/2025 Time: 1:06PM
Page 31 of 31 B: 4930 P: 381 By: BO

Middleton Unit 9 - Corner Home Sites					
Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
3	18'	10'	10'	5'	7.5'
37	18'	10'	10'	5'	7.5'
51	18'	10'	10'	5'	7.5'
60	18'	10'	10'	5'	7.5'
67	18'	10'	10'	5'	7.5'
68	18'	10'	10'	5'	7.5'
74	18'	10'	10'	5'	7.5'
75	18'	10'	10'	5'	7.5'
80	18'	10'	10'	5'	7.5'
84	18'	10'	10'	5'	7.5'
85	18'	10'	10'	5'	7.5'
91	18'	10'	10'	5'	7.5'
92	18'	10'	10'	5'	7.5'
98	18'	10'	10'	5'	7.5'
99	18'	10'	10'	5'	7.5'
102	18'	10'	10'	5'	7.5'
105	18'	10'	10'	5'	7.5'
109	18'	10'	10'	5'	7.5'
110	18'	10'	10'	5'	7.5'
114	18'	10'	10'	5'	7.5'
115	18'	10'	10'	5'	7.5'
121	18'	10'	10'	5'	7.5'
122	18'	10'	10'	5'	7.5'
134	18'	10'	10'	5'	7.5'
135	18'	10'	10'	5'	7.5'
149	18'	10'	10'	5'	7.5'

Exhibit D

New York Addendum

NEW YORK ADDENDUM
MIDDLETON

THIS NEW YORK ADDENDUM TO PURCHASE AGREEMENT ("Addendum") is made simultaneously with the execution of the Purchase Agreement ("Contract") by and between **The Villages Development Company, LLC** ("Seller") and the Purchaser(s) ("Purchaser") named in such Contract who has/have purchased the residence set forth below:

Purchaser(s) _____

Homesite/Home _____ in the community known as Middleton.

NEW YORK CONTRACT PROVISIONS

State Disclosure Requirements

- **New York Offering Plan dated July 19, 2024 ("Offering Plan");**
- **First Amendment to the Offering Plan dated July 29, 2025 ("First Amendment"); and**
- **Second Amendment to the Offering Plan dated May 18, 2026 ("Second Amendment").**

1. Sale Subject to New York Offering Plan. This purchase is subject to representations of Seller (the Sponsor under the Offering Plan) in the Offering Plan delivered to Purchaser at or prior to the time they sign the Contract as well as the obligations of Seller, as Sponsor, pursuant to the General Business Law of the State of New York.

2. Conflicts. Seller acknowledges that any conflict between the Offering Plan and the Contract will be resolved according to the terms of the Offering Plan.

3. Escrow of Deposits, Down Payments or Advances.

   a. The law firm of Smith Campbell, P.A., with an address of 26736 US Highway 27, Suite 202, Leesburg, FL 34748, shall serve as escrow agent ("Escrow Agent") for Seller and Purchaser. The attorneys who can authorize the withdrawal of funds from the escrow account and who are authorized to act and execute documents on the Escrow Agent's behalf are: (i) Philip S. Smith, Esq., an attorney licensed to practice law in the State of Florida, and (ii) Christina Campbell, Esq., an attorney licensed to practice law in the State of Florida. Such attorneys have submitted themselves to the jurisdiction of the laws of the State of New York for any cause of action arising out of the escrow provisions set forth in the escrow agreement. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor/Seller, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing. The Escrow Agent shall only be

responsible for and have a fiduciary duty to the parties relating to deposits (which are good funds) ("Deposits") actually delivered to Escrow Agent.

b. The Escrow Agent shall indicate its agreement to the terms of this Addendum pertaining to the escrow of Purchaser's funds by signing a copy of this Addendum where indicated below once Seller delivers a copy of the Contract and immediately negotiable funds constituting the Deposit to Escrow Agent.

c. The Escrow Agent has established the escrow account at Truist Bank located at 4525 County Road 48, Okahumpka, FL 34762 (the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of two hundred fifty thousand dollars ($250,000) per depositor. Any deposit of a depositor in excess of two hundred fifty thousand ($250,000) will not be federally insured. The Escrow Account is an IOTA Account established pursuant to Section 5-1(g) of the Rules and Regulations of the Florida Bar where interest inures to the benefit of the Florida Bar Foundation because the nominal interest that could be earned on such Deposits would not be in excess of the costs to secure such income. No fees of any kind may be deducted from the Escrow Account, and Seller shall bear all costs associated with the maintenance of the Escrow Account.

d. All Deposits received by Purchaser shall be in the form of purchaser checks or wire transfers and shall be made payable to or endorsed by Purchaser to the order of the Escrow Agent. Any Deposits made for upgrades, extras, or custom work at the time of entering into the Contract or thereafter shall be initially deposited into the Escrow Account, and released in accordance with the terms of a written agreement between Purchaser and Seller. Any payments not part of the Contract for such items will be between Purchaser and Seller pursuant to a separate written agreement, if any.

e. Within five (5) business days after the Contract has been tendered to Escrow Agent along with the Deposit (in good funds), the Escrow Agent shall sign this Addendum to the Contract and place the Deposit into the Escrow Account. With ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Seller, confirming the deposit. The notice shall provide the account number and the fact that the funds are in an IOTA account for which Purchaser will not earn interest. The Escrow Agent is obligated to send notice to Purchaser once the Deposit is placed in the Escrow Account. The notice shall be deemed delivered when sent. If Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, they may cancel the Contract within ninety (90) days after tender of the Contract and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor New York, NY 10005-1495. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely sent to Purchaser.

f. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Contract, are and shall continue to be Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

Under no circumstances shall Seller seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by closing on at least one (1) home in Middleton. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Contract and this Addendum upon closing of title to the property being purchased and delivery to Escrow Agent of a completed Settlement Statement signed by Seller and Purchaser; or

(b) in a subsequent writing signed by both Seller and Purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both Purchaser and Seller prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release; provided however, if the Escrow Agent cannot contact either Seller or Purchaser for any reason whatsoever, or does not know of their whereabouts or their continued existence and/or operation of a business, then the Escrow Agent may continue to hold such funds until such time as it receives written permission signed by both parties or other directions on where to release such Deposit. Escrow Agent shall incur no liability whatsoever for failure to release and/or disburse such funds held in Escrow prior to written instructions by both Seller and Purchaser or by waiting for a final, non-appealable order or judgment of a Court. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time, but not the obligation, to deposit the Deposit contained in the Escrow Account with the Clerk of the County where the property is located and shall give written notice to both parties of such deposit. Upon depositing the Deposit with the Clerk, the Escrow Agent shall be released from all further liability under the Escrow Agreement and both Seller and Purchaser will indemnify and hold Escrow Agent harmless and free of any costs or expense including all attorneys' fees and costs that may be incurred in depositing such funds with the Clerk. To the extent that the Escrow Agent is required to file a formal interpleader with a Court of competent jurisdiction in order to deposit the Deposit with the Clerk, all costs

and expenses, including attorney's fees shall be the obligation of Seller and Purchaser and the Court may pay such fees and costs due to the Escrow Agent from the Deposit deposited with the clerk.
Seller shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an Amendment to the Offering Plan; or

(b) all Purchasers after an Amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

g. Escrow Agent shall maintain all records concerning the Escrow Account for seven years after release of the Deposit. Upon the dissolution of the law firm which was Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the New York State Department of Law of such transfer. Escrow Agent shall make available to the Attorney General, upon request, all books and records of Escrow Agent relating to the funds deposited and disbursed hereunder.

h. Escrow Agent shall maintain the Escrow Account under its direct supervision and control. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL§§ 352(e)(2-b) and 352(h). Notwithstanding anything to the contrary contained herein, Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Addendum and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

i. Seller agrees that Seller/Sponsor and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the property to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser, using such transmittal forms as required by Escrow Agent

j. Seller agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the Department of Law's regulations.

k. The escrow provisions of this Addendum shall remain in effect unless and until it is canceled by either: (i) Written notice given by Seller to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the Department of Law. Purchaser shall be deemed to have consented to

such cancellation; (ii) The resignation of Escrow Agent, which shall not take effect until Escrow Agent is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the Department of Law, and notice is given to Purchaser of the identity of the successor escrow agent, the bank where the Deposit is being held, and the account number therefor; or (iii) if due to lack of cooperation between Seller or Purchaser with Escrow Agent or the non-payment of Escrow Agent's fees by Seller such that the Escrow Agent deposits all amounts held in the Escrow Account with the Clerk of a court of competent jurisdiction.

l. Upon termination of the duties of Escrow Agent as described above, Escrow Agent shall deliver the Deposit held by Escrow Agent and the Contract and any other documents maintained by Escrow Agent relating to the Deposit to the successor escrow agent or the Clerk of the Court as applicable.

m. Seller, as Sponsor and individually, agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Addendum or the performance or non-performance of Escrow Agent's duties under this Addendum, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of this Addendum or involving gross negligence of Escrow Agent, which bad faith, willful disregard or gross negligence involves diverting the money in contravention of the express terms of the Contract. It is understood and agreed that these escrow provisions are joint order escrow provisions and that Escrow Agent shall never be obligated to act hereunder unless it receives satisfactory instructions executed on behalf of both Seller and Purchaser instructing Escrow Agent what to do with the funds contained in escrow. Notwithstanding anything to the contrary contained herein, Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Addendum and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself. It is the intention of the parties that regardless of the nature of any dispute hereunder, a court interpreting this Addendum shall award Escrow Agent one hundred percent of actual costs and expenses incurred in the event of any dispute under this Addendum at the normal hourly rates of its billing professionals without regard to any additional inquiry as to their propriety or reasonableness absent a showing of bad faith, as the nature of the relationship is one of full and complete indemnity. In the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover reasonable attorneys' fee and costs incurred and awarded by the Court, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. Notwithstanding the foregoing, nothing contained in this section shall be construed to in any way nullify the provisions of 13 NYCRR 22.3(K)(2)(XII).

n. The escrow provisions of this Addendum shall be governed by the Law of New York although venue is proper where the funds are on deposit by the Escrow Agent.

4. Purchaser acknowledges having received and read a copy of the Offering Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days prior to Purchaser's signing the Contract. If, however, Purchaser did not receive a copy of the Offering Plan at least three (3) business days prior to signing the Contract, Purchaser may rescind the Contract by sending written notice of such rescission to Seller by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days from the date Purchaser delivers an executed Contract, to Seller.

The notice must be mailed to:	The Villages Development Company, LLC 7580 Middleton Drive Middleton, FL 34762
With a copy to:	Smith Campbell, P.A. 26736 US Highway 27, Suite 202 Leesburg, FL 34748

5. Seller acknowledges and agrees that this Addendum is part of the Contract, as Purchaser is a resident of the State of New York solicited by Seller in or from the State of New York purchasing property in Middleton pursuant to the Offering Plan, as amended.

RECEIPT FOR

- **Offering Plan dated July 19, 2024;**
- **First Amendment dated July 29, 2025; and**
- **Second Amendment dated May 18, 2026.**

As evidenced by the signature(s) on this Addendum, Purchaser hereby acknowledges that Purchaser has received and has been afforded the opportunity to read the **Offering Plan, as amended.**

(Signatures appear on the following page)

In Witness Whereof, this Addendum has been signed and sealed on the date of the Contract also set forth below by Purchaser and Seller.

PURCHASER	**SELLER**
	The Villages Development Company, LLC
_____	BY: _____
Signature of Purchaser (SEAL)	(SEAL)
_____	ITS: _____
Signature of Purchaser (SEAL)	(SEAL)
_____	_____
Date	Date

ESCROW AGENT - Smith Campbell, P.A.

ACKNOWLEDGES RECEIPT OF

1. The executed Contract and this Addendum signed by Seller and Purchaser;

2. $_____ which has been placed in the Escrow Account described above.

The Deposit is in an IOTA account with interest inuring to the Florida Bar Foundation and no interest will be earned on such account by Purchaser. This is because the costs of maintaining such funds would exceed the nominal interest earned on such an account.

BY: _____

_____
Print name of person at the firm receiving funds.

_____
Date

Exhibit E

Adopted Operating Budgets

- **MCDDA Adopted Operating Budget 2024-2025**
- **MCDDA Adopted Operating Budget 2025-2026**

MCDDA Adopted Operating Budget 2024-2025

RESOLUTION 2024-07

A RESOLUTION ADOPTING THE FINAL BUDGET OF THE MIDDLETON COMMUNITY DEVELOPMENT DISTRICT-A FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors a Proposed Budget for the forthcoming Fiscal Year 2024-25; and,

WHEREAS, the Board of Supervisors approved the Proposed Budget at a public meeting on June 8, 2023, and set September 6, 2024, as the date for a public hearing with notice of the budget hearing published pursuant to section 190.008(2) (a), Florida Statutes; and,

WHEREAS, the District Board of Supervisors submitted to the local governing authorities, for purposes of disclosure and information only, the Fiscal Year 2024-25 Proposed Budget at least 60 days prior to approval; and,

WHEREAS, Section 190.021 Florida Statutes provides that a Maintenance Special Assessment and Benefit Special Assessments may be assessed upon each piece of property within the boundaries of the District benefited by the approved maintenance and capital improvement program of the District, such levy representing the amount of assessments for District purposes necessary to provide for payment during the ensuing budget year of all properly authorized expenditures to be incurred by the District; and,

WHEREAS, a public hearing has been held on this 6th day of September, 2024, at which members of the general public were accorded the opportunity to speak prior to the approval of the Final Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MIDDLETON COMMUNITY DEVELOPMENT DISTRICT-A;

1. The operating budget proposed by the District Manager for Fiscal Year 2024-25 is hereby approved for the amount as listed below:

General Fund	$	1,958,204

2. The Debt Service Fund budget proposed by the District Manager for Fiscal Year 2024-25 is hereby approved for the amount as listed below:

2022- Debt Service Fund	$	3,126,449

3. The Maintenance assessment shall be levied at a rate based on the schedule attached as an exhibit to this resolution in the District's "Official Record of Proceedings." The annual Maintenance assessment is based on net assessable acres and platted lots.

4. A verified copy of said Final Budget shall be attached as an exhibit to this Resolution in the District's "Official Record of Proceedings."

Adopted this 6th day of September, 2024.

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT

Joe Ricciardi, Chair

Kenneth C. Blocker, Secretary

FISCAL YEAR 2024-25 BUDGET REPORT

GL NUMBER	DESCRIPTION	2022-23 ACTIVITY	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	2023-24 ACTIVITY THRU 07/31/24	2024-25 FINAL BUDGET
Fund: 54.001 GENERAL FUND						
ESTIMATED REVENUES						
325.211	MAINTENANCE ASSESSMENT	0	1,632,000	1,632,000	1,632,289	1,944,000
341.918	ACCESS CD FEE/NT-S	0	0	0	340	0
341.999	MISCELLANEOUS REVENUE	113	0	0	139	0
361.101	INT INCOME - CFB	1,619	100	100	24,978	30,000
361.102	INT INCOME - CASH EQUIV	0	0	0	23,279	10,000
361.105	INTEREST INCOME-TAX COLLECTOR	0	0	0	4,524	0
366.001	CONTRIBUTIONS FROM DEVELOPER	261,041	0	0	0	3,441
669.901	(ADD)/USE-WORKING CAPITAL	0	(336,917)	(317,910)	0	(29,237)
TOTAL ESTIMATED REVENUES		262,773	1,295,183	1,314,190	1,685,549	1,958,204
APPROPRIATIONS						
111	EXECUTIVE SALARIES	0	0	1,000	0	8,000
211	SOCIAL SECURITY TAXES	0	0	0	0	496
212	MEDICARE TAXES	0	0	0	0	116
241	WORKER'S COMPENSATION	18	25	25	9	25
311	ADMINISTRATIVE SVCS	69,930	117,744	117,744	98,120	210,636
312	ENGINEERING SERVICES	2,838	7,600	7,600	0	3,263
313	LEGAL SERVICES	12,350	2,000	2,000	3,090	5,000
314	TAX COLLECTOR FEES	0	34,000	34,000	32,646	40,500
316	DEED COMPLIANCE SVCS	0	0	0	0	3,441
319	OTHER PROFESSIONAL SVCS	5,338	11,079	18,579	11,969	9,316
322	AUDITING SERVICES	1,015	14,500	13,500	7,045	14,935
341	JANITORIAL SVCS	7,667	35,000	60,600	44,647	72,900
343	SYSTEMS MGMT SUPPORT	4,878	2,205	2,205	835	1,705
412	POSTAGE	0	100	400	0	100
431	ELECTRICITY	1,102	17,500	17,500	13,044	33,800
432	NATURAL GAS	0	4,800	4,800	25,437	56,000
433	WATER & SEWER	0	3,600	3,600	0	2,000
434	IRRIGATION WATER	0	45,832	45,832	0	55,175
451	CASUALTY & LIABILITY INSUR	5,500	5,750	20,750	16,512	21,270
462	BUILDING/STRUCTURE MAINT	28,179	126,085	84,735	22,526	88,878
463	LANDSCAPE MAINT-RECURRING	81,927	92,710	92,710	36,128	147,097
464	LANDSCAPE MAINT-NON RECURRING	0	15,000	15,000	1,500	15,000
466	POOL MAINTENANCE	6,500	132,000	130,300	53,040	178,044
467	GATE MAINTENANCE	0	0	5,000	0	1,500
468	IRRIGATION REPAIR	670	10,000	10,000	216	35,000
469	OTHER MAINTENANCE	21,851	46,700	34,200	5,191	43,500
471	PRINTING & BINDING	0	0	650	0	0
493	PERMITS & LICENSES	450	1,775	1,775	1,000	1,950
497	LEGAL ADVERTISING	2,985	500	500	627	1,000
498	MMAC FEES	0	559,678	559,678	466,400	820,332
498	STORM WATER MANAGEMENT FEES	0	0	19,007	15,841	48,205
499	MISC CURRENT CHARGES	0	200	1,700	360	200
522	OPERATING SUPPLIES	334	800	800	0	800
524	NON CAPITAL FF&E	7,511	8,000	8,000	0	38,020
TOTAL APPROPRIATIONS		261,043	1,295,183	1,314,190	856,183	1,958,204
NET OF REVENUES/APPROPRIATIONS - FUND 54.001		1,730	0	0	829,366	0

MIDDLETON CDD- A
ANNUAL MAINTENANCE ASSESSMENT

20% Increase

Increase due to Maintenance Turn-overs

Maintenance Assessments Billed

Unit	Net Assessable Acres	Lot Acres	# of Lots	FY2023-24 First Year $ 1,700,000	FY2024-25 $ 2,025,000	$ Change	% Change
Phase I							
Unit 1B		17.82	127	1,298.08	1,562.09	264.01	20%
Unit 1C		16.99	110	1,428.89	1,719.51	290.62	20%
Unit 1D		2.98	13	2,120.66	2,551.97	431.31	20%
Unit 1	**51.48**	**37.79**	**250**				
Unit 2A		3.05	34	777.25	935.33	158.08	20%
Unit 2B		3.82	27	1,225.85	1,475.17	249.32	20%
Unit 2C		17.58	120	1,269.33	1,527.50	258.17	20%
Unit 2D		33.95	138	2,131.56	2,565.10	433.54	20%
Unit 2	**74.51**	**58.40**	**319**				
Unit 3B-D & 3D		28.09	146	1,611.66	1,966.48	354.82	22%
Unit 3Prer 1				9,332.65	-		(100)%
Unit 3Prer 2				4,857.47	-		(100)%
Unit 3Prer 1 & 2		6.20	8	-	7,921.22	7,921.22	
Unit 3Prer X		3.86	11	4,954.46	3,583.83	(1,370.63)	(28)%
Unit 3	**47.71**	**38.15**	**165**				
Unit 4A		2.19	24	823.79	1,008.03	184.24	22%
Unit 4B		13.15	98	1,254.56	1,482.32	227.76	18%
Unit 4C		18.72	122	1,396.89	1,695.07	298.18	21%
Unit 4D		7.36	30	2,266.39	2,710.18	443.79	20%
Unit 4	**55.99**	**41.42**	**274**				
Parcel D	2.10	2.10	5	31,510.41	3,432.34	(28,078.07)	(89)%
Parcel E	16.00	16.00	1	108,656.57	130,755.88	22,099.31	20%
Total Phase I	**247.79**	**193.86**	**1,014**				
Budget Revenue (96%)					**$ 1,944,000**		
Tax Collector (2%)					$ 40,500		

GL NUMBER	DESCRIPTION	2022-23 ACTIVITY	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	2023-24 ACTIVITY THRU 07/31/24	2024-25 FINAL BUDGET
Fund: 54.201 DEBT SERVICE 1						
ESTIMATED REVENUES						
325.111	DEBT SERVICE ASSESSMENT(REG)	0	2,622,756	2,622,756	2,624,682	2,597,600
325.112	DEBT SERVICE ASSESSMENT(PRE-PA	86,326	100,000	100,000	301,971	500,000
361.103	INT INCOME - USB	72,916	72,600	72,600	112,211	100,000
381.002	TRANSFER IN - DEBT SERVICE	39,156	0	0	19,907	0
384.001	DEBT PROCEEDS-DEBT SERVICE FUN	3,473,344	0	0	0	0
669.901	(ADD)/USE-WORKING CAPITAL	0	(69,305)	(69,305)	0	(71,151)
TOTAL ESTIMATED REVENUES		3,671,742	2,726,051	2,726,051	3,058,771	3,126,449
APPROPRIATIONS						
314	TAX COLLECTOR FEES	0	54,641	54,641	52,417	54,117
321	ACCOUNTING SERVICES	0	1,000	1,000	0	1,000
323	TRUSTEE SERVICES	0	5,388	5,388	5,388	10,776
324	ARBITRAGE SERVICES	0	600	600	600	0
710	PRINCIPAL	0	450,000	450,000	450,000	475,000
715	PRINCIPAL PREPAYMENT	0	100,000	100,000	340,000	500,000
720	INTEREST	1,138,899	2,113,422	2,113,422	2,110,689	2,084,556
730	MISC BOND EXPENSES	0	1,000	1,000	1,250	1,000
919	TRANS TO MISCELLANEOUS	3,124,060	0	0	(5)	0
TOTAL APPROPRIATIONS		4,262,959	2,726,051	2,726,051	2,960,339	3,126,449
NET OF REVENUES/APPROPRIATIONS - FUND 54.201		(591,217)	0	0	98,432	0

MCDDA Adopted Operating Budget 2025-2026

RESOLUTION 2025-13

A RESOLUTION ADOPTING THE FINAL BUDGET OF THE MIDDLETON COMMUNITY DEVELOPMENT DISTRICT-A FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors a Proposed Budget for the forthcoming Fiscal Year 2025-26; and,

WHEREAS, the Board of Supervisors approved the Proposed Budget at a public meeting on June 6, 2025, and set September 5, 2025, as the date for a public hearing with notice of the budget hearing published pursuant to section 190.008(2) (a), Florida Statutes; and,

WHEREAS, the District Board of Supervisors submitted to the local governing authorities, for purposes of disclosure and information only, the Fiscal Year 2025-26 Proposed Budget at least 60 days prior to approval; and,

WHEREAS, Section 190.021 Florida Statutes provides that a Maintenance Special Assessment and Benefit Special Assessments may be assessed upon each piece of property within the boundaries of the District benefited by the approved maintenance and capital improvement program of the District, such levy representing the amount of assessments for District purposes necessary to provide for payment during the ensuing budget year of all properly authorized expenditures to be incurred by the District; and,

WHEREAS, a public hearing has been held on this 5th day of September, 2025, at which members of the general public were accorded the opportunity to speak prior to the approval of the Final Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MIDDLETON COMMUNITY DEVELOPMENT DISTRICT-A;

1. The operating budget proposed by the District Manager for Fiscal Year 2025-26 is hereby approved for the amount as listed below:

General Fund	$	3,140,460

2. The Debt Service Fund budget proposed by the District Manager for Fiscal Year 2025-26 is hereby approved for the amount as listed below:

2022- Debt Service Fund	$	2,986,046
2024- Debt Service Fund	$	1,616,813

3. The Maintenance assessment shall be levied at a rate based on the schedule attached as an exhibit to this resolution in the District's "Official Record of Proceedings." The annual Maintenance assessment is based on net assessable acres and platted lots.

4. A verified copy of said Final Budget shall be attached as an exhibit to this Resolution in the District's "Official Record of Proceedings."

Adopted this 5th day of September, 2025.

MIDDLETON-A COMMUNITY DEVELOPMENT DISTRICT

Joe Ricciardi, Chair

Kenneth C. Blocker, Secretary

FISCAL YEAR 2025-26 BUDGET REPORT

GL NUMBER DESCRIPTION	2023-24 ACTIVITY	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 06/30/25	2025-26 FINAL BUDGET
Fund: 54.001 GENERAL FUND					
ESTIMATED REVENUES					
325.211 MAINTENANCE ASSESSMENT	1,632,289	1,944,000	1,944,000	1,947,033	3,262,804
341.918 ACCESS CD FEE/NT-S	480	0	0	2,085	0
341.919 GATE REPAIR FEES	250	0	0	3,750	0
341.999 MISCELLANEOUS REVENUE	286	0	0	28	0
361.101 INT INCOME - CFB	25,467	30,000	30,000	5,481	6,000
361.102 INT INCOME - CASH EQUIV	30,275	10,000	10,000	47,004	42,000
361.105 INTEREST INCOME-TAX COLLECTOR	4,524	0	0	3,081	0
366.001 CONTRIBUTIONS FROM DEVELOPER	0	3,441	305,069	228,804	1,874
669.901 (ADD)/USE-WORKING CAPITAL	0	(29,237)	(29,237)	0	(172,218)
TOTAL ESTIMATED REVENUES	1,693,571	1,958,204	2,259,832	2,237,266	3,140,460
APPROPRIATIONS					
111 EXECUTIVE SALARIES	0	8,000	8,000	0	8,000
211 SOCIAL SECURITY TAXES	0	496	496	0	496
212 MEDICARE TAXES	0	116	116	0	116
241 WORKER'S COMPENSATION	9	25	25	18	25
311 MANAGEMENT FEES	117,744	210,636	210,636	157,977	232,627
312 ENGINEERING SERVICES	0	3,263	3,263	0	500
313 LEGAL SERVICES	6,076	5,000	5,000	5,067	6,500
314 TAX COLLECTOR FEES	32,646	40,500	40,500	38,941	67,975
316 DEED COMPLIANCE SVCS	0	3,441	3,441	2,581	1,874
319 OTHER PROFESSIONAL SVCS	14,521	9,316	9,316	1,318	9,032
322 AUDITING SERVICES	9,492	14,935	14,935	7,340	14,500
324 ARBITRAGE SERVICES	0	0	0	0	600
341 JANITORIAL SVCS	53,827	72,900	0	0	0
343 SYSTEMS MGMT SUPPORT	1,127	1,705	1,705	546	955
412 POSTAGE	0	100	100	0	100
431 ELECTRICITY	17,971	33,800	5,000	4,546	6,000
432 NATURAL GAS	25,746	56,000	0	0	0
433 WATER & SEWER	0	2,000	0	0	0
434 IRRIGATION WATER	42	55,175	55,175	6,000	10,000
451 CASUALTY & LIABILITY INSUR	19,799	21,270	21,270	27,716	27,782
462 BUILDING/STRUCTURE MAINT	33,841	88,878	3,700	2,535	6,000
463 LANDSCAPE MAINT-RECURRING	93,577	147,097	42,000	8,790	30,811
464 LANDSCAPE MAINT-NON RECURRING	5,069	15,000	15,000	2,475	17,500
466 POOL MAINTENANCE	72,930	178,044	0	0	0
467 GATE MAINTENANCE	4,027	1,500	1,500	0	20,000
468 IRRIGATION REPAIR	807	35,000	22,240	0	1,500
469 OTHER MAINTENANCE	5,191	43,500	12,260	5,760	4,000
493 PERMITS & LICENSES	1,000	1,950	350	175	350
497 LEGAL ADVERTISING	1,401	1,000	1,000	1,407	1,500
498 MMAC FEES	559,678	820,332	1,734,399	1,300,800	2,643,797
498 STORM WATER MANAGEMENT FEES	19,007	48,205	48,205	36,154	27,270
499 MISC CURRENT CHARGES	610	200	200	400	650
522 OPERATING SUPPLIES	28	800	0	0	0
524 NON CAPITAL FF&E	0	38,020	0	0	0
TOTAL APPROPRIATIONS	1,096,166	1,958,204	2,259,832	1,610,546	3,140,460
NET OF REVENUES/APPROPRIATIONS - FUND 54.001	597,405	0	0	626,720	0

MIDDLETON CDD- A
ANNUAL MAINTENANCE ASSESSMENT

Maintenance Assessments Billed

Unit	Net Assessable Acres	Lot Acres	# of Lots	FY2024-25 20% $ 2,025,000	Phase II FY2025-26 0% $ 3,398,754	$ Change	% Change
Phase I							
Unit 1B		17.82	127	1,562.09	1,562.09	-	0%
Unit 1C		16.99	110	1,719.51	1,719.51	-	0%
Unit 1D		2.98	13	2,551.97	2,551.97	-	0%
Unit 1	**51.48**	**37.79**	**250**				
Unit 2A		3.05	34	935.33	935.33	-	0%
Unit 2B		3.82	27	1,475.17	1,475.17	-	0%
Unit 2C		17.58	120	1,527.50	1,527.50	-	0%
Unit 2D		33.95	138	2,565.10	2,565.10	-	0%
Unit 2	**74.51**	**58.40**	**319**				
Unit 3B-D & 3D		28.09	146	1,966.48	1,966.48	-	0%
Unit 3Prer 1				-	-		
Unit 3Prer 2				-	-		
Unit 3Prer 1 & 2		6.20	8	7,921.22	7,921.22	-	0%
Unit 3Prer X		3.86	11	3,583.83	3,583.83	-	0%
Unit 3	**47.71**	**38.15**	**165**				
Unit 4A		2.19	24	1,008.03	1,008.03	-	0%
Unit 4B		13.15	98	1,482.32	1,482.32	-	0%
Unit 4C		18.72	122	1,695.07	1,695.07	-	0%
Unit 4D		7.36	30	2,710.18	2,710.18	-	0%
Unit 4	**55.99**	**41.42**	**274**				
Parcel D	2.10	2.10	5	3,432.34	3,432.34	-	0%
Parcel E	16.00	16.00	1	130,755.88	130,755.88	-	0%
Total Phase I	**247.79**	**193.86**	**1,014**				
Phase II							
Unit 5A		7.60	84	-	997.65	997.65	-
Unit 5B		17.60	135	-	1,437.55	1,437.55	-
Unit 5C		16.00	112	-	1,575.24	1,575.24	-
Unit 5D		0.60	2	-	3,308.00	3,308.00	-
Unit 5	**56.40**	**41.80**	**333**				
Unit 6C		4.00	26	-	1,644.68	1,644.68	-
Unit 6D		13.20	69	-	2,045.13	2,045.13	-
Unit 6	**22.5**	**17.20**	**95**				
Unit 7-B		4.52	30		1,709.53	1,710	-
Unit 7-C		8.35	55		1,722.59	1,723	-
Unit 7-D		4.56	24		2,155.82	2,156	-
Unit 7	**24.2**	**17.43**	**109**				
Unit 8-B		2	15		1,379.62	1,380	-
Unit 8-C		12.60	84		1,552.07	1,552	-
Unit 8-D		10.20	49		2,153.89	2,154	-
Unit 8	**31.4**	**24.80**	**148**				
Unit 9-B		2.16	13		1,662.07	1,662	-
Unit 9-C		10.71	68		1,575.50	1,576	-
Unit 9-D		14.58	68		2,144.80	2,145	-
Unit 9	**33.6**	**27.45**	**149**				
Total Phase II	**168.10**	**59.00**	**428**				
Total Acreage	**415.89**	**252.86**	**1,442.00**				

Budget Revenue (96%)	**$ 3,262,804**
Tax Collector (2%)	$ 67,975

FISCAL YEAR 2025-26 BUDGET REPORT

GL NUMBER DESCRIPTION	2023-24 ACTIVITY	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 06/30/25	2025-26 FINAL BUDGET
Fund: 54.201 DEBT SERVICE 1					
ESTIMATED REVENUES					
325.111 DEBT SERVICE ASSESSMENT(REG)	2,624,682	2,597,600	2,597,600	2,597,537	2,580,613
325.112 DEBT SERVICE ASSESSMENT(PRE-PA	451,991	500,000	500,000	154,676	400,000
361.103 INT INCOME - USB	68,237	100,000	100,000	46,034	69,000
381.002 TRANSFER IN - DEBT SERVICE	19,907	0	0	124,074	0
669.901 (ADD)/USE-WORKING CAPITAL	0	(71,151)	(71,151)	0	(63,567)
TOTAL ESTIMATED REVENUES	3,164,817	3,126,449	3,126,449	2,922,321	2,986,046
APPROPRIATIONS					
314 TAX COLLECTOR FEES	52,417	54,117	54,117	51,951	51,612
321 ACCOUNTING SERVICES	0	1,000	1,000	0	0
323 TRUSTEE SERVICES	5,388	10,776	10,776	5,388	10,776
324 ARBITRAGE SERVICES	600	0	0	600	600
710 PRINCIPAL	450,000	475,000	475,000	845,000	490,000
715 PRINCIPAL PREPAYMENT	340,000	500,000	500,000	0	400,000
720 INTEREST	2,110,689	2,084,556	2,084,556	2,062,846	2,032,058
730 MISC BOND EXPENSES	1,750	1,000	1,000	1,500	1,000
919 TRANS TO MISCELLANEOUS	(5)	0	0	0	0
TOTAL APPROPRIATIONS	2,960,839	3,126,449	3,126,449	2,967,285	2,986,046
NET OF REVENUES/APPROPRIATIONS - FUND 54.201	203,978	0	0	(44,964)	0

FISCAL YEAR 2025-26 BUDGET REPORT

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 06/30/25	2025-26 FINAL BUDGET
Fund: 54.202 DEBT SERVICE 2						
ESTIMATED REVENUES						
325.111	DEBT SERVICE ASSESSMENT(REG)	0	0	0	0	1,620,242
361.103	INT INCOME - USB	0	0	0	42,974	30,000
381.002	TRANSFER IN - DEBT SERVICE	0	0	0	19,212	0
384.001	DEBT PROCEEDS-DEBT SERVICE FUN	0	0	0	2,216,930	0
669.901	(ADD)/USE-WORKING CAPITAL	0	0	0	0	(33,429)
TOTAL ESTIMATED REVENUES		0	0	0	2,279,116	1,616,813
APPROPRIATIONS						
314	TAX COLLECTOR FEES	0	0	0	0	32,405
710	PRINCIPAL	0	0	0	0	435,000
720	INTEREST	0	0	0	603,439	1,149,408
730	MISC BOND EXPENSES	0	0	0	250,011	0
919	TRANS TO MISCELLANEOUS	0	0	0	1,572,477	0
TOTAL APPROPRIATIONS		0	0	0	2,425,927	1,616,813
NET OF REVENUES/APPROPRIATIONS - FUND 54.202		0	0	0	(146,811)	0

FOR INFORMATION ONLY

Board Supervisors,

Attached are additional items for your information:

1) The General Fund Budget Form with the Proposed and Final columns which reflects the changes made throughout the budget process. The accounts with changes since the Proposed Budget are highlighted in yellow.

2) List of adjustments made since Proposed Budget

3) Project Wide Allocation

4) Working Capital and Reserve Spreadsheet

Please feel free to contact me at 751-3939 if you have any questions!

Brandy

FISCAL YEAR 2025-26 BUDGET REPORT

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2024-25 ACTIVITY THRU 06/30/25	2025-26 PROPOSED BUDGET	2025-26 FINAL BUDGET	2025-26 FINAL AMT CHANGE	2025-26 FINAL % CHANGE
Fund: 54.001 GENERAL FUND									
ESTIMATED REVENUES									
325.211	MAINTENANCE ASSESSMENT	1,632,289	1,944,000	1,944,000	1,947,033	3,262,804	3,262,804	0	0.00
341.918	ACCESS CD FEE/NT-S	480	0	0	2,085	0	0	0	0.00
341.919	GATE REPAIR FEES	250	0	0	3,750	0	0	0	0.00
341.999	MISCELLANEOUS REVENUE	286	0	0	28	0	0	0	0.00
361.101	INT INCOME - CFB	25,467	30,000	30,000	5,481	6,000	6,000	0	0.00
361.102	INT INCOME - CASH EQUIV	30,275	10,000	10,000	47,004	42,000	42,000	0	0.00
361.105	INTEREST INCOME-TAX COLLECTOR	4,524	0	0	3,081	0	0	0	0.00
366.001	CONTRIBUTIONS FROM DEVELOPER	0	3,441	305,069	228,804	2,124	1,874	(250)	(11.77)
669.901	(ADD)/USE-WORKING CAPITAL	0	(29,237)	(29,237)	0	(175,795)	(172,218)	3,577	(2.03)
TOTAL ESTIMATED REVENUES		1,693,571	1,958,204	2,259,832	2,237,266	3,137,133	3,140,460	3,327	0.11
APPROPRIATIONS									
111	EXECUTIVE SALARIES	0	8,000	8,000	0	8,000	8,000	0	0.00
211	SOCIAL SECURITY TAXES	0	496	496	0	496	496	0	0.00
212	MEDICARE TAXES	0	116	116	0	116	116	0	0.00
241	WORKER'S COMPENSATION	9	25	25	18	25	25	0	0.00
311	MANAGEMENT FEES	117,744	210,636	210,636	157,977	229,050	232,627	3,577	1.56
312	ENGINEERING SERVICES	0	3,263	3,263	0	500	500	0	0.00
313	LEGAL SERVICES	6,076	5,000	5,000	5,067	6,500	6,500	0	0.00
314	TAX COLLECTOR FEES	32,646	40,500	40,500	38,940	67,975	67,975	0	0.00
316	DEED COMPLIANCE SVCS	0	3,441	3,441	2,581	2,124	1,874	(250)	(11.77)
319	OTHER PROFESSIONAL SVCS	14,521	9,316	9,316	1,318	9,032	9,032	0	0.00
322	AUDITING SERVICES	9,492	14,935	14,935	7,340	14,500	14,500	0	0.00
324	ARBITRAGE SERVICES	0	0	0	0	600	600	0	0.00
341	JANITORIAL SVCS	53,827	72,900	0	0	0	0	0	0.00
343	SYSTEMS MGMT SUPPORT	1,127	1,705	1,705	546	955	955	0	0.00
412	POSTAGE	0	100	100	0	100	100	0	0.00
431	ELECTRICITY	17,971	33,800	5,000	4,546	6,000	6,000	0	0.00
432	NATURAL GAS	25,746	56,000	0	0	0	0	0	0.00
433	WATER & SEWER	0	2,000	0	0	0	0	0	0.00
434	IRRIGATION WATER	42	55,175	55,175	6,000	10,000	10,000	0	0.00
451	CASUALTY & LIABILITY INSUR	19,799	21,270	21,270	27,716	27,782	27,782	0	0.00
462	BUILDING/STRUCTURE MAINT	33,841	88,878	3,700	2,535	6,000	6,000	0	0.00
463	LANDSCAPE MAINT-RECURRING	93,577	147,097	42,000	8,790	30,811	30,811	0	0.00
464	LANDSCAPE MAINT-NON RECURRING	5,069	15,000	15,000	2,475	17,500	17,500	0	0.00
466	POOL MAINTENANCE	72,930	178,044	0	0	0	0	0	0.00
467	GATE MAINTENANCE	4,027	1,500	1,500	0	20,000	20,000	0	0.00
468	IRRIGATION REPAIR	807	35,000	22,240	0	1,500	1,500	0	0.00
469	OTHER MAINTENANCE	5,191	43,500	12,260	5,760	4,000	4,000	0	0.00
493	PERMITS & LICENSES	1,000	1,950	350	175	350	350	0	0.00
497	LEGAL ADVERTISING	1,401	1,000	1,000	1,407	1,500	1,500	0	0.00
498	MMAC FEES	559,678	820,332	1,734,399	1,300,800	2,643,797	2,643,797	0	0.00
498	STORM WATER MANAGEMENT FEES	19,007	48,205	48,205	36,154	27,270	27,270	0	0.00
499	MISC CURRENT CHARGES	610	200	200	400	650	650	0	0.00
522	OPERATING SUPPLIES	28	800	0	0	0	0	0	0.00
524	NON CAPITAL FF&E	0	38,020	0	0	0	0	0	0.00
TOTAL APPROPRIATIONS		1,096,166	1,958,204	2,259,832	1,610,545	3,137,133	3,140,460	3,327	0.11
NET OF REVENUES/APPROPRIATIONS - FUND 54.001		597,405	0	0	626,721	0	0	0	0.00

Middleton - A

Adjustments since Proposed Budget

Fiscal Year 2025-26

Revenue:

- **366.001 – Contributions from the developer –** Decreased $250 for deed compliance services.

Expenditure:

- **311 – Management Fees:** Increased of $3,577 due to new allocation
- **316 – Deed Compliance:** Decreased $250 due to a reduction in deed compliance services.

Proposed Budget	**$ 3,137,133**
Management Fees	3,577
Deed Compliance Services	(250)
Final Budget	**$ 3,140,460**

MIDDLETON PROJECT WIDE FUND

ALLOCATION SCHEDULE

FY2025-26

FINAL BUDGET

	FY25-26 TOTALS	ALLOCATED COSTS: MIDDLETON DOWNTOWN	ALLOCATED COSTS: DISTRICT A
MPW Revenues			
Middleton Downtown	$ 220,834	220,834	
Middleton CDD A	2,643,797		2,643,797
Interest Income	8,000		
Working Capital Usage	19,000		
Total Revenues	$ 2,891,631	$ 220,834	$ 2,643,797
MPW Expenses	**100.00%**	**12.81%**	**87.19%**
Engineering Services	$ 25,000	$ 3,202	$ 21,798
Other Professional Svs.	22,500	2,882	19,618
Systems Management Support	1,500	192	1,308
Utilities (Electric, Irrigation Water/Phones)	242,000	31,000	211,000
Building/Infrastructure Maintenance	205,527	26,328	179,199
Landscape Maintenance - Recurring	959,069	122,857	836,212
Landscape Maintenance - Non-Recurring	42,500	5,444	37,056
Irrigation Repair	6,500	833	5,667
Other Misc Maintenance	226,328	28,993	197,335
Operating Supplies	1,000	128	872
RECREATION FACILITIES	1,159,707	-	1,159,707
Total Expenditures	$ 2,891,631	$ 221,859	$ 2,669,772
LESS: Interest Income.	$ 8,000	$ 1,025	$ 6,975
LESS: Working Capital Usage	19,000	-	19,000
Total Allocation	$ 2,864,631	$ 220,834	$ 2,643,797
FY24-25		160,155	1,734,399
Difference		60,679	909,398
		37.9%	**52.4%**
		Downtown	**District A**
Acreages:			
Assessable Acres	**476.99**	**61.10**	**415.89**
Percentages	**100.00%**	**12.81%**	**87.19%**

MIDDLETON CDD-A
WORKING CAPITAL AND RESERVE BALANCES

WORKING CAPITAL	2024-25 Amended	2025-26	2026-27	2027-28	2028-29	2029-30
Beginning Balance	319,643	348,880	521,098	745,973	968,918	1,189,339
Deposits	2,289,069	3,312,678	3,312,928	3,312,928	3,312,928	3,312,928
Expenditures	2,259,832	3,140,460	3,088,053	3,089,983	3,092,507	3,094,343
Ending Balance	348,880	521,098	745,973	968,918	1,189,339	1,407,924

FY24-25 Operating Budget	2,259,832
3-Months	564,958
4-Months	753,277

MIDDLETON CDD-A - DEBT SERVICE FUND - 2022 ASSESSMENT BONDS

	2024-25 Amended	2025-26 Proposed	2025-26 Final
Debt Service			
Beginning Balance	3,656,211	3,727,362	3,727,362
Deposits	3,197,600	3,049,613	3,049,613
Expenditures	3,126,449	462,988	2,986,046
Ending Balance	3,727,362	6,313,987	3,790,929

NOTE:
The audited ending balance is typically reduced by the Due to Developer amount for budget purposes. Per the FY 2023-24 audit report the ending balance is $591,218, Due to Developer is $3,064,993. Payments are made to the Developer when funds are available throughout the bond life.

MIDDLETON CDD-A - DEBT SERVICE FUND - 2024 ASSESSMENT BONDS

	2024-25 Amended	2025-26 Proposed	2025-26 Final
Debt Service			
Beginning Balance	-	-	-
Deposits	-	1,650,242	1,650,242
Expenditures	-	332,405	1,616,813
Ending Balance	-	1,317,837	33,429

Exhibit F

Annual Financial Reports

- **Annual Financial Report ended September 30, 2023**
- **Annual Financial Report ended September 30, 2024**

Annual Financial Report ended September 30, 2023

FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

2023

MIDDLETON
COMMUNITY DEVELOPMENT DISTRICT
A



ANNUAL FINANCIAL REPORT

(WITH INDEPENDENT AUDITORS' REPORT THEREON)

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT - A

TABLE OF CONTENT

FINANCIAL SECTION

Independent Auditors' Report 1

Management's Discussion and Analysis 4

Basic Financial Statements:

- Statement of Net Position 10
- Statement of Activities 11
- Balance Sheet- Governmental Funds 12
- Reconciliation of the Balance Sheet- Governmental Funds To the Statement of Net Position 13
- Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds 14
- Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds To the Statement of Activities 15
- Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual 16
- Notes To Basic Financial Statements 17

OTHER REPORTS

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards 29

Management Letter 31

Independent Accountants' Report 34

Report 2023 •



Financial Section

Annual Financial Report

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT - A

PURVIS GRAY

INDEPENDENT AUDITOR'S REPORT

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

Report on the Audit of the Financial Statements

Opinions
We have audited the accompanying financial statements of the governmental activities and each major fund of the Middleton A Community Development District (the District) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2023, and the respective changes in financial position and the budgetary comparison statement for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions
We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

CERTIFIED PUBLIC ACCOUNTANTS
Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa
purvisgray.com
Members of American and Florida Institutes of Certified Public Accountants
An Independent Member of the BDO Alliance USA

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

INDEPENDENT AUDITOR'S REPORT

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

INDEPENDENT AUDITOR'S REPORT

operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 7, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Purvis Gray

March 7, 2024
Ocala, Florida

Management's Discussion and Analysis
September 30, 2023

This Management Discussion and Analysis report provides the reader with a narrative overview and analysis of the financial activities of the Middleton A Community Development District for the fiscal Year ending September 30, 2023. This report is designed to (a) assist the reader in focusing on significant financial issues; (b) provide an overview of the District's financial activities; (c) identify changes in the District's financial position and its ability to address the next and subsequent Year challenges (d) identify any material deviations from the financial plan (the approved budget), and (e) identify any individual fund issues and concerns. The information contained within this section should be considered in conjunction with the District's Financial Statements.

Financial Highlights

- Total assets of the District are $71,943,679; the deferred outflows of the resources of the District are $0; Total assets and deferred outflows have increased $71,939,003 over prior Year.
- Total liabilities of the District are $39,185,918; the deferred inflows of the resources of the District are $0; Total liabilities and deferred inflows have increased $39,181,242. This increase is primarily due to Total debt.
- The assets and deferred outflows of the District exceeded its liabilities and deferred inflows by $32,757,761 (net position) as of September 30, 2023. Of this amount, $34,288,825 is Restricted for Debt Service, $1,733 is Unrestricted and can be Used at the discretion of the Board of Supervisors, ($1,532,797) is the Net Investment of Capital Assets.
- Depreciation expenses on existing capital assets for the current fiscal Year amounted to $429,341 to show the need for the gradual replacement of these assets over time.
- The District's Total debt increased by $35,100,000 during the Year ending September 30, 2023, from zero balance in prior Year.

Overview of the Financial Statements

The discussion and analysis are intended to serve as an introduction to the District's basic financial statements.

The District's basic financial statements consist of three sections:

- Government-wide financial statements
- Fund financial statements
- Notes to the financial statements.

This report also contains other supplemental information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the District's assets (and deferred outflows) and liabilities (and deferred inflows), with the difference reported as *net position*. Over time, increases and

decreases in neT posiTion maY serVe as a UsefUl indicaTor of wheTher The financial posiTion of The DisTricT is improVing or deTerioraTing.

The *Statement of Changes in Net Position*, also referred To as The *Statement of Activities*, presenTs informaTion showing how The goVernmenTs neT posiTion changed dUring The mosT recenT fiscal Year. All changes in neT posiTion are reporTed as soon as The UnderlYing eVenT giVing rise To The change occUrs, regardless of Timing of relaTed cash flows. ThUs, reVenUes and expenses are reporTed in This sTaTemenT for some iTems ThaT will onlY resUlT in cash flows in fUTUre fiscal periods (e.g., UncollecTed assessmenTs).

The goVernmenT-wide financial sTaTemenTs are proVided on pages 10 - 11 of This reporT.

Fund Financial Statements

The fUnd financial sTaTemenTs proVide more deTailed informaTion aboUT The DisTricTs major fUnds indiVidUallY. A *fund* is a groUping of relaTed accoUnTs ThaT is Used To mainTain conTrol oVer resoUrces ThaT haVe been segregaTed for specific acTiViTies or objecTiVes. The DisTricT, like oTher sTaTe and local goVernmenTs, Uses fUnd accoUnTing To ensUre and demonsTraTe compliance wiTh finance-relaTed legal reqUiremenTs. All of The fUnds of The DisTricT are considered goVernmenTal fUnds. There are no proprieTarY or fidUciarY fUnds mainTained bY The DisTricT. The fUnd financial sTaTemenTs presenT informaTion in more deTail Than The goVernmenT-wide financial sTaTemenTs.

Governmental funds

GoVernmenTal fUnds are Used To accoUnT for essenTiallY The same fUncTions reporTed as goVernmenTal acTiViTies in The goVernmenT-wide financial sTaTemenTs. HoweVer, Unlike The goVernmenT-wide financial sTaTemenTs, goVernmenTal fUnd financial sTaTemenTs focUs on near-Term inflows and oUTflows of spendable resoUrces, as well as on balances of spendable resoUrces aVailable aT The end of The fiscal Year. SUch informaTion maY be UsefUl in eValUaTing a goVernmenTs near-Term financing reqUiremenTs.

BecaUse The focUs of goVernmenTal fUnds is narrower Than ThaT of The goVernmenT-wide financial sTaTemenTs, iT is UsefUl To compare The informaTion presenTed for goVernmenTal fUnds wiTh similar informaTion presenTed for goVernmenTal acTiViTies in The goVernmenT-wide financial sTaTemenTs. BY doing so, readers maY beTTer UnderSTand The long-Term impacT of The goVernmenTs near-Term financing decisions. BoTh The goVernmenTal fUnd balance sheeT and goVernmenTal fUnd sTaTemenT of reVenUes, expendiTUres, and changes in fUnd balance proVide a reconciliaTion To faciliTaTe This comparison beTween goVernmenTal fUnds and goVernmenTal acTiViTies.

The DisTricT mainTains Three goVernmenTal fUnds, The General FUnd, The DebT SerVice FUnd and The CapiTal ProjecTs FUnd. InformaTion is presenTed separaTelY in The goVernmenTal fUnd balance sheeT and in The goVernmenTal fUnd sTaTemenT of reVenUes, expendiTUres, and changes in fUnd balance for These fUnds, all of which are considered To be major fUnds.

A bUdgeTarY comparison sTaTemenT is proVided for The General FUnd To demonsTraTe compliance wiTh This bUdgeT.

The basic goVernmenTal fUnd financial sTaTemenTs can be foUnd on pages 12 - 16 of This reporT.

Notes to the Financial Statements

The noTes proVide addiTional informaTion ThaT is essenTial To a fUll UnderSTanding of The daTa proVided in The goVernmenT-wide and fUnd financial sTaTemenTs. The noTes are presenTed beginning on page 17.

Government-Wide Financial Statements and Analysis

Statement of Net Position

A comparison of The STaTemenTof NeTPosiTion for The cUrrenTYear and prior Year is presenTed below.

	Governmental Activities	
	September 30, 2023	September 30, 2022
AsseTs:		
CUrrenTand oTher asseTs	$ 2,650,984	4,676
AssessmenTs receiVable	35,010,176	-
CapiTal asseTs, (neTof accUmUlaTed depreciaTion)	34,282,519	-
ToTal asseTs	71,943,679	4,676
LiabiliTies:		
CUrrenTand oTher liabiliTies	4,085,918	4,676
Long-Term liabiliTies		
DUe wiThin one Year	450,000	-
DUe in more Than one Year	34,650,000	-
ToTal liabiliTies	39,185,918	4,676
NeTposiTion:		
NeTinVesTmenTs in capiTal asseTs	(1,532,797)	-
ResTricTed for:		
DebTserVice	34,288,825	-
UnresTricTed	1,733	-
ToTal neTposiTion	$ 32,757,761	-

As noTed earlier, neTposiTion maY serVe as a UsefUl indicaTor of a goVernmenTs financial posiTion oVer Time. The DisTricTs ToTal asseTs (and deferred oUTflows) exceeded ToTal liabiliTies (and deferred inflows) bY $32,757,761

The DisTricTs neTposiTion is broken down inTo Three caTegories. 104.7% reflecTs resTricTed for debTserVice. ($1,532,797) or (4.7%) is iTs inVesTmenTin capiTal asseTs less anY relaTed oUTsTanding debT. The remaining porTion of $1,733 or 0.0% is UnresTricTed and aVailable To meeT The fUTUre needs of The disTricT.

Statement of Changes in Net Position

A comparison of The STaTemenTof Changes in NeTPosiTion for The cUrrenTYear and prior Year is presenTed below.

	Governmental Activities	
	September 30, 2023	September 30, 2022
Program reVenUes:		
Charges for serVices	$ 35,096,502	-
OperaTing granTs and conTribUTions	261,041	4,676
DonaTed capiTal	364,612	-
General reVenUes:		
InVesTmenTearnings (losses)	274,425	-
OTher reVenUes	113	-
ToTal reVenUes	35,996,693	4,676
Expenses:		
General goVernmenTserVices	628,746	4,676
PhYsical enVironmenT	161,282	-
TransporTaTion	71	-
InTeresTon long-Term debT	2,019,492	-
DepreciaTion expense	429,341	-
ToTal expenses	3,238,932	4,676
Changes in neTposiTion	32,757,761	-
NeTposiTion, ending	$ 32,757,761	-

As noTed earlier, The STaTemenTof Changes in NeTPosiTion presenTs informaTion showing how The DisTricTs neTposiTion changed dUring The mosTrecenTfiscal Year.

Revenues The DisTricTs reVenUes for The Years ended SepTember 30, 2023, and SepTember 30, 2022 were $35,996,693 and $4,676 respecTiVelY. The DisTricTs expenses for The Years ended SepTember 30, 2023, and SepTember 30, 2022, were $3,238,932 and $4,676 respecTiVelY. The increase in expense and reVenUe was relaTed To growTh of The DisTricTdUring The Year.

ReVenUes inclUde special assessmenTproceeds for mainTenance and debTserVice, donaTed capiTal, debT serVice proceeds and inVesTmenTearnings on cash balances held dUring The Year. Charges for serVices ToTaled $35,096,502 in Fiscal Year 2023. DUring The cUrrenTYear, The DisTricTreceiVed $364,612 in land capiTal conTribUTions and $261,041 in operaTing cash from The DeVeloper. InVesTmenTincome (loss) increased bY $274,425 from zero balance in prior Year.

Expenses General goVernmenTserVice expense increased bY $624,070 in fiscal Year 2023 compared To fiscal Year 2022. This increase relaTes To growTh of The DisTricTdUring The Year. PhYsical enVironmenT expenses inclUde landscaping, irrigaTion, UTiliTies and mainTenance cosTs and ToTaled $161,282 for The fiscal Year. TransporTaTion expenses ToTaled $71. In 2023, inTeresTexpense ToTaled $2,019,492 and depreciaTion expense was recorded in The amoUnTof $429,341. ToTal expenses increased $3,234,256 dUe To The growTh of The DisTricTdUring The Year.

Financial Analysis Of The Government's Funds

As noTed earlier, The DisTricTUses fUnd accoUnTing To ensUre and demonsTraTe compliance wiTh finance-relaTed legal reqUiremenTs. Following is a discUssion of The financial sTaTemenTs on a fUnd accoUnTing leVel.

Governmental Fund

As of September 30, 2023, the District's governmental funds reported a fund balance of ($554,341). This fund balance is made up of a Debt Service Fund of ($591,218) and a Capital Project Fund of $35,145.

The General Fund is the operating fund of the District. The General Fund reported an ending balance of $1,732.

General Fund Budgetary Highlights

The budget to actual comparison statement outlines the original budget, amended budget, actual amounts and any variance between the final budget and actual amounts. Budget amendments are approved throughout the year.

Budgets are revised for a variety of reasons, such as an unforeseen expenditure. Below are notable variances between the original to final budget and final budget to actual.

- During fiscal year 2023, the final General Fund revenue budget was changed compared to the original budgeted revenues mostly due to an increase of $769,228 in other income.
- The total expenditure budget was changed compared to the original budgeted expenditures; there was $547,517 increase in building, landscape and other maintenance, $134,661 increase in management and other professional services, $68,313 increase in utility services, $18,710 increase in other expenditures and $27 increase in personnel services.
- Total revenues were $506,455, or 65.8% under budget for the year primarily in decrease in other income by $508,074
- Total expenses were $508,187 or 66.1% below budget for the fiscal year ending September 30, 2023

Capital Assets And Debt Administration

Capital Assets

The District's investment in capital assets for its governmental activities as of September 30, 2023 amounts to $34,282,519. This investment in capital assets includes land and improvements other than buildings. There were $34,711,860 of additions during the year. Depreciation expenses totaled $429,341 resulting in an overall net increase in capital assets of $34,282,519.

Additional information regarding the District's capital assets can be found in Note 4 of the Notes to Basic Financial Statements.

Long-Term Debt

As of September 30, 2023, the District has long-term debt outstanding totaling $35,100,000. During fiscal Year 2022-2023, a total $35,100,000 of bonds were issued for Phase I of the District.

Additional information regarding the District's long-term debt can be found in Note 5 of the Notes to Basic Financial Statements.

Economic Factors and Next Year's Budget and Rates

Local, state and national economic factors influence the District's budget in a variety of ways. These factors were considered in preparing the District's General Fund budget for the 2023 Fiscal Year.

- The unemployment rate in Sumter County where the District is located was 4.8% in September 2023, an increase from 3.9% a year ago. The County's average unemployment rate was above the State's average unemployment rate of 3.0% which was below the national average rate of 3.6%.
- Inflationary trends in the area are comparable to national indices. The national Consumer Price Index (CPI) annual change for all Urban consumers decreased from 8.2% in September 2022 to 3.7% in September 2023.

In Fiscal Year 2024, total General Fund revenues are projected to increase by $1,344,000 compared to Fiscal Year 2022 final budget. The increase is due to the addition of the Phase I maintenance assessments. The Fiscal Year 2024 General Fund expenditure budget projects an increase of $1,428,000, when compared to the Fiscal Year 2023 final budget. The increase in expenditures results primarily from an increase in projectwide and repairs and maintenance services.

To Obtain Further Information

The District's financial statements are designed to provide a general overview of the District's finances and to demonstrate the District's accountability. If you have any questions about the report or would like additional financial information, contact the Village Community Development Districts, Finance Office at:

984 Old Mill Run
The Villages, FL 32162
Telephone (352) 753-0421

It is also suggested you visit our website at www.districtgov.org for general information and additional financial information about the District.

Statement of Net Position
September 30, 2023

	Governmental activities
Assets	
Cash and cash equivalents	$ 2,522,856
Receivables, net	118,400
Accrued interest receivable	9,728
Assessments receivable	35,010,176
Capital assets:	
Non depreciable assets	364,612
Depreciable assets (net of accumulated depreciation)	33,917,907
Total assets	71,943,679
Liabilities	
Accounts payable	48,355
Accrued interest payable	880,593
Due to other governments	72,065
Due to developer	3,084,905
Total current liabilities	4,085,918
Long-term debt:	
Due within one year	450,000
Due in more than one year	34,650,000
Total long-term debt	35,100,000
Total liabilities	39,185,918
Net position	
Net investments in capital assets	(1,532,797)
Restricted for:	
Debt service	34,288,825
Unrestricted	1,733
Total net position	$ 32,757,761

See accompanying notes to basic financial statements.

Statement of Activities
Year Ended September 30, 2023

Functions/Programs	Expenses	Program revenues: Charges for services	Program revenues: Operating grants and contributions	Program revenues: Capital grants and contributions	Net (expense) revenue and changes in net assets: Governmental activities	Net (expense) revenue and changes in net assets: Total
Governmental activities						
General government	$ 628,746	35,096,502	261,041	364,612	35,093,409	35,093,409
Physical environment	161,282	-	-	-	(161,282)	(161,282)
Transportation	71	-	-	-	(71)	(71)
Interest on long-term debt	2,019,492	-	-	-	(2,019,492)	(2,019,492)
Depreciation expense	429,341	-	-	-	(429,341)	(429,341)
Total governmental activities	3,238,932	35,096,502	261,041	364,612	32,483,223	32,483,223
Total primary government	3,238,932	35,096,502	261,041	364,612	32,483,223	32,483,223
General revenues						
Investment earnings (losses)					$ 274,425	274,425
Other revenues					113	113
Total general revenues					274,538	274,538
Change in net position					32,757,761	32,757,761
Net position, beginning					-	-
Net position, ending					$ 32,757,761	32,757,761

Balance Sheet – Governmental Funds
September 30, 2023

	General	Debt Service	Capital Projects	Total
Assets				
Cash and cash eqUiValenTs	$ 3,752	2,484,050	35,054	2,522,856
ReceiVables, neT	118,400	-	-	118,400
AccrUed inTeresTreceiVable	-	9,637	91	9,728
AssessmenTs receiVable	-	35,010,176	-	35,010,176
ToTal asseTs	122,152	37,503,863	35,145	37,661,160
Liabilities				
AccoUnTs paYable	48,355	-	-	48,355
DUe To oTher goVernmenTs	72,065	-	-	72,065
DUe To deVeloper	-	3,084,905	-	3,084,905
ToTal liabiliTies	120,420	3,084,905	-	3,205,325
Deferred inflows of resources				
UnaVailable special assessmenTreVenUe	-	35,010,176	-	35,010,176
ToTal liabiliTies and deferred inflows	120,420	38,095,081	-	38,215,501
Fund balances				
ResTricTed				
CapiTal improVemenTs	-	-	35,145	35,145
Unassigned	1,732	(591,218)	-	(589,486)
ToTal fUnd balances	1,732	(591,218)	35,145	(554,341)
ToTal liabiliTies, deferred inflows and fUnd balances	$ 122,152	37,503,863	35,145	37,661,160

See accompanying notes to basic financial statements.

Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position
Year Ended September 30, 2023

Total fund balances, governmental funds		$ (554,341)
Total net position reported for governmental activities in the statement of net position is different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.		
Capital assets	$ 34,711,860	
Less accumulated depreciation	(429,341)	
		34,282,519
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds:		
Special assessment revenue bonds	(35,100,000)	
Accrued interest payable	(880,593)	
		(35,980,593)
Unavailable special assessment revenue reported in the funds is added to the beginning balance of net position restricted for debt service to reflect the revenue as recorded when the total assessment is levied.		35,010,176
Net position of governmental activities		$ 32,757,761

See accompanying notes to basic financial statements.

Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds
Year Ended September 30, 2023

	General	Debt Service	Capital Projects	Total
Revenues				
Special assessments:				
Special assessments	$ -	86,326	-	86,326
Investment earnings (losses)	1,619	72,915	199,891	274,425
Other income:				
Contributions and donations from private sources	261,041	-	-	261,041
Other revenues	113	-	-	113
Total revenues	262,773	159,241	199,891	621,905
Expenditures				
Current:				
General government	99,688	-	-	99,688
Physical environment	161,282	-	-	161,282
Transportation	71	-	-	71
Capital outlay	-	-	34,347,248	34,347,248
Debt service:				
Interest	-	1,138,899	-	1,138,899
Miscellaneous bond expense	-	-	529,058	529,058
Total expenditures	261,041	1,138,899	34,876,306	36,276,246
Excess (deficiency) of revenues over expenditures	1,732	(979,658)	(34,676,415)	(35,654,341)
Other financing sources (uses)				
Transfer in	-	39,156	3,124,060	3,163,216
Transfer out	-	(3,124,060)	(39,156)	(3,163,216)
Debt proceeds	-	3,473,344	31,626,656	35,100,000
Total other financing sources (Uses)	-	388,440	34,711,560	35,100,000
Net change in fund balances	1,732	(591,218)	35,145	(554,341)
Fund balances, beginning	-	-	-	-
Fund balances, ending	$ 1,732	(591,218)	35,145	(554,341)

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds to the Statement of Activities
Year Ended September 30, 2023

Net change in fund balances – total governmental funds		$ (554,341)
Governmental funds report capital outlays as expenditures; however, in the statement of activities, the cost of those assets is capitalized and allocated over their estimated useful lives as depreciation expense. This is the amount of capital assets that were purchased and donated, offset by depreciation for the current period.		
Capital outlay	$ 34,347,248	
Depreciation expense	(429,341)	
Capital contributions - Land	364,612	
		34,282,519
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.		
Change in accrued interest payable	(880,593)	
		(880,593)
Governmental funds report special assessment debt service as revenue when collected, however in the statement of activities the revenue is recorded when the total assessment is levied.		
Special assessment receivable as of September 30, 2023	35,010,176	
		35,010,176
Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position.		
Bond proceeds (gross)		(35,100,000)
Change in net position of governmental activities		$ 32,757,761

See accompanying notes to basic financial statements.

Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual General Fund Year ended September 30, 2023

	Original Budget	Amended Budget	YTD Actual	Variance
Revenues				
Investment earnings (losses)	$ -	$ -	$ 1,619	$ 1,619
Other income	-	769,228	261,154	(508,074)
Total revenues	-	769,228	262,773	(506,455)
Expenditures				
Personnel services	-	27	18	(9)
Management and other professional services	-	134,661	104,015	(30,646)
Utility services	-	68,313	1,102	(67,211)
Building, landscape and other maintenance	-	547,517	139,401	(408,116)
Other expenditures	-	18,710	16,505	(2,205)
Total expenditures	-	769,228	261,041	(508,187)
Net change in fund balances	-	-	1,732	1,732
Fund balances, beginning	-	-	-	-
Fund balances, ending	$ -	$ -	$ 1,732	$ 1,732

See accompanying notes to basic financial statements.

Notes to Financial Statements

Note 1 - Summary Of Significant Accounting Policies

Financial Reporting Entity
Middleton, By The Villages

During fiscal Year 2023, The Developer introduced Middleton A, a family oriented or non-age restricted community known as "Middleton BY The Villages." This community will offer residents Their own recreation, community parks, and a charter school in addition To a Town center with shopping, dining, and entertainment.

To provide for The necessary community wide infrastructure for This new community a new District was formed.

Middleton Community Development District A was established on May 9, 2022 for The purpose of planning, financing, constructing, operating, and maintaining certain community-wide infrastructure for a community development district located entirely within Sumter County, Florida. The District was created by The City of Wildwood, Florida Ordinance No. O2022-35, pursuant To The provisions of Chapter 190.005, Florida Statutes, and operates within The criteria established by Chapter 190. The District is governed by a five-member Board of Supervisors. As of September 30, 2023, The members of The Board of Supervisors are all employees of or affiliated with The Developer, The Villages Land Company, LLC.

The District boundary consists of approximately 2,485 acres in The city limits of The City of Wildwood. The development includes construction of 994 residential Units in Phase I. The land within The District is part of The active family community known as "Middleton, BY The Villages". The Villages Land Company, LLC was The developer and initial owner of The property within The District. As of September 30, 2023, 175 homes have been sold.

The financial statements of The District have been prepared in conformity with U.S. Generally Accepted Accounting Principles (GAAP) as applied To governmental Units. The Governmental Accounting Standards Board (GASB) is The standard-setting body for establishing governmental accounting and financial reporting principles. As defined by GASB, The financial reporting entity is required To include The primary government, organizations for which The primary government is financially accountable and other organizations for which The nature and significance of their relationship with The primary government are such That exclusion would cause The reporting entity's financial statements To be misleading or incomplete. Blended component Units, on The other hand, are reported in a separate column in The statement of net position To emphasize They are legally separate from The government.

There are no component Units That are legally separate from The District.

In order To acquire land and fund The construction costs of The District's public infrastructure, The District issued Special Assessment Revenue Bonds. The proceeds of These bonds are Used To construct improvements within The District which consists of roadway improvements, landscaping, open areas, streetlights, multi-modal paths, master drainage systems and a water and wastewater distribution and collection service system. The bonds are supported by assessments That are levied Upon The benefiting properties. In addition To The bond assessment for construction of The infrastructure, There is an annual maintenance assessment To provide for The services and ongoing maintenance and administration.

The Villages

The Villages continues To be developed by The developer, a family-owned business established for The single purpose of developing The Villages. Today, The Villages spans approximately 89 square miles across The

borders of Lake, Sumter and Marion Counties, The City of Wildwood, The City of Fruitland Park, The City of Leesburg and The Town of Lady Lake, Florida, with a population of approximately 150,000. Development is currently underway in the south end of The Villages.

There are no component units that are legally separate from the District. There are eighteen Community Development Districts in the total structure of The Villages, each being a separate government entity established pursuant to Chapter 190, Florida Statutes.

The following is a listing of these Community Development Districts:

- Village Center Community Development District provides water and sewer utility services, recreation facilities and services, security, fire protection, emergency medical first response and executive golf services to the residents. The cost of operations is funded by amenity and utility fees that residents pay monthly. This District also provides for the maintenance of common areas and roadways for the commercial areas within the District boundaries. The cost of maintenance in the commercial areas is funded through commercial maintenance assessments. Lastly, the District provides administrative services, including human resources, payroll, accounting, property management, recreation leadership and community standard services to the Community Development Districts.
- Sumter Landing Community Development District provides recreation facilities and services, security, fire protection, emergency medical first response (non-transport), and executive golf services to the residents. The cost of operations is funded by amenity fees that residents pay monthly. This District also provides for the maintenance of common areas and roadways for the commercial areas within the CDD boundaries in Sumter County. The cost of maintenance in the commercial areas is funded through commercial maintenance assessments.
- Brownwood Community Development District provides the maintenance of common areas and roadways for the commercial areas within the District boundaries in Sumter County. The cost of maintenance in the commercial areas is funded through commercial maintenance assessments as the new downtown area builds out.
- The Village Community Development District No. 1 boundary consists of approximately 993 acres in Sumter County. The development included construction of 3,420 residential units.
- The Village Community Development District No. 2 boundary consists of approximately 990 acres in Sumter County. The development included construction of 3,668 residential units.
- The Village Community Development District No. 3 boundary consists of approximately 894 acres in Sumter County. The development included construction of 3,762 residential units.
- The Village Community Development District No. 4 boundary consists of approximately 1,253 acres in Marion County. The development included construction of 5,432 residential units.
- The Village Community Development District No. 5 boundary consists of approximately 1,407 acres in Sumter County. The development included construction of 6,399 residential units.
- The Village Community Development District No. 6 boundary consists of approximately 1,497 acres in Sumter County. The development included construction of 6,697 residential units.
- The Village Community Development District No. 7 boundary consists of approximately 976 acres in Sumter County. The development included construction of 4,765 residential units.
- The Village Community Development District No. 8 boundary consists of approximately 1,098 acres in Sumter County. The development included construction of 5,193 residential units of which 10 are being used as lifestyle preview homes by the Developer.
- The Village Community Development District No. 9 boundary consists of approximately 1,299 acres in Sumter County. The development included construction of 5,409 residential units.

- The Village Community Development District No. 10 boundary consists of approximately 1,489 acres in Sumter County. The development includes construction of 6,639 residential units of which 56 are being used as lifestyle preview homes by the Developer.
- The Village Community Development District No. 11 boundary consists of approximately 693 acres within the city limits of Fruitland Park in Lake County. The development includes construction of 2,055 residential units.
- The Village Community Development District No. 12 boundary consists of approximately 1,483 acres within the city limits of the City of Wildwood in Sumter County. Planned development includes construction of 6,202 residential units of which 53 are being used as lifestyle preview homes by the Developer.
- The Village Community Development District No. 13 boundary consists of approximately 2,232 acres within the city limits of the City of Wildwood in Sumter County. Planned development includes construction of 8,062 residential units and of which 101 remain unsold as of the end of the fiscal year.
- The Village Community Development District No. 14 boundary consists of approximately 2,385 acres within the city limits of the City of Leesburg in Lake County. Planned development includes construction of Phase I to be 3,234 and construction is currently underway.
- The Village Community Development District No. 15 boundary consists of approximately 1,378 acres within the city limits of the City of Wildwood in Sumter County. Planned development includes construction of 3,616 residential units in Phase I and construction is currently underway.

It is anticipated that additional infrastructure improvements within the Villages will be undertaken by existing community development districts and/or a community development district yet to be created in the future, for which special assessments may be imposed on residences in the Villages and lands owned by the Developer.

In addition to the above community development districts, there are two dependent districts of Sumter County in the total structure of Districts:

- North Sumter County Utility Dependent District (NSCUDD) – NSCUDD is a dependent district of Sumter County. This dependent district provides water, wastewater, and non-potable irrigation water to Village properties between C.R. 466 to S.R 44 in Sumter County. NSCUDD also provides solid waste sanitation services for Sumter County, Marion County, and portions of the Villages that are in the City of Fruitland Park and City of Wildwood.
- Wildwood Utility Dependent District (WUDD) – WUDD is a dependent district of the City of Wildwood. This dependent district provides water, wastewater and irrigation service to Village properties located south of State Road 44.

Basis of Presentation

Government-wide Statements: The financial statements include both government-wide financial statements, based on the District as a whole, and fund financial statements. The government-wide financial statements report information on all of the non-fiduciary activities of the District. The effect of any inter- fund activity has been removed from these statements. Governmental activities, which normally are supported by assessments and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties. The District has no business- type activities.

The government-wide statement of net position reports the governmental activities of the District on a government-wide basis and on a full accrual basis, using the economic resources measurement focus, which incorporates long-term assets and receivables as well as long-term debt and obligations. The statement of net position also addresses deferred inflows and deferred outflows. The statement of activities reflects the expenses of the District, which are offset by revenues. Program revenues are defined

as charges for services, operating grants and contributions, and capital grants and contributions directly associated with a given function.

Program revenues in the statement of activities consist primarily of special assessment revenues. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Fund Financial Statements: Separate financial statements are provided for the governmental funds. Major individual governmental funds are presented in separate columns on the fund financial statements and all non-major funds are aggregated and displayed in a single column. The governmental fund financial statements include reconciliations with brief explanations to better identify the relationship between the government-wide and the statements of the governmental funds. The District reports the General Fund, the Debt Service Fund and the Capital Projects Fund as major funds. The District has no non-major funds.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year in which the related debt is issued and the assessments established.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within sixty (60) days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

However, debt service expenditures are recorded when payment is due.

The following are the District's major governmental funds:

General Fund: The General Fund is the primary operating fund of the District and is used to account for all financial resources of the general government except those required to be accounted for in another fund.

Debt Service Fund: The Debt Service Fund is used to account for the accumulation of resources for, and payment of, general long-term debt principal, interest, and related costs.

Capital Projects Fund: The Capital Projects Fund is used to account for the funds provided through debt issues and other sources necessary to construct or acquire capital assets of the District.

Governmental Fund Balance Classifications

Governmental fund balances are classified as either non-spendable or spendable. Spendable balances are further classified as restricted, committed, assigned or unassigned, based on the extent to which there are external or internal constraints on the spending of these fund balances. A discussion of each is as follows:

- Non-spendable: This classification includes amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted into cash (such as inventories and prepaid amounts).
- Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either externally imposed by creditors, grantors, contributors, laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

- Committed: This classification includes amounts that can only be used for specific purposes established by the highest decision making authority in the government. Committed amounts cannot be used for any other purpose unless the district removes those constraints by taking the same type action.
- Assigned: This classification includes amounts that are constrained by the district's intent to be used for a specific purpose but are neither restricted nor committed.
- Unassigned: This classification includes the residual fund balance for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to a specific purpose within the General Fund. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed or assigned for those specific purposes.

The district does not currently use non-spendable or assigned categories of fund balance. All restricted fund balances relate to external debt service restrictions. The Board of Supervisors, the highest decision making authority of the district, approves the establishment, increase and reduction in committed fund balances by budget resolutions and amendments. All other fund balances are unassigned. Restricted and committed fund balances are always used first for the purposes for which they are designated. Changes to this practice require prior Board of Supervisors approval. A minimum fund balance amount has not been formally adopted.

Budgetary Information

The annual budget is formally adopted by the Board of Supervisors and serves as the legal authorization for expenditures. Legal authority and control are established in accordance with Section 190.008, Florida Statutes. The annual budget, as well as any subsequent amendment, is adopted and approved for the General Fund and Debt Service Fund by the Board of Supervisors. Budgets are adopted on a basis consistent with GAAP. All budget amounts presented in the statements reflect the original budget and the amended final budget.

Assets, Liabilities and Net Position

Cash, Cash Equivalents and Investments The district considers cash and cash equivalents to be cash on hand, demand deposits, cash with fiscal agent, and short-term investments with original maturities of three months or less from the date of acquisition.

The district's investments are recorded at fair value unless the investment qualifies as an external investment pool and follows the guidance in GASB, which allows the investment to be recorded at amortized cost Under certain criteria. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The method of measuring the fair value of investments uses the fair value hierarchy as defined by GASB.

Receivables and Payables The accounts receivable of the district are recorded in the government-wide and fund financial statements. Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds".

Deferred Outflows/Inflows of Resources In addition to assets, the statement of financial position may report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The district has no deferred outflows of resources.

In addition to liabilities, the statement of financial position may report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents

an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until then. There is one item that qualifies for reporting in this category. This deferred inflow, unavailable revenue, consists of special assessment revenue received/receivable by the district that is applicable to a future period.

Capital Assets Capital assets, which may include property (land), buildings, infrastructure assets (roads, sidewalks, etc.), improvements, equipment, construction in progress and intangible assets, are reported in the government-wide financial statements.

The district has established the threshold for additions to capital assets as an asset with an acquisition cost of $10,000 or more, and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. The district values and records donated capital assets at the estimated acquisition value of the item at the date of its donation.

Routine maintenance and repairs to capital assets are not included in the reported value because they do not increase the capacity or extend the useful life of the capital asset.

Depreciation of capital assets is computed using the straight-line method and is recorded in general government expenses in the district's statement of activities. Estimated useful lives of the assets are as follows:

• Improvements other than building and structure	40 Years
Furniture and equipment	5-10 Years

Special Assessments: The district levies an annual bond and maintenance assessment to the land owners:

- **Bond Assessments:** The bond debt is repaid from the proceeds of an assessment levied by the district's Board of Supervisors. The levy is in the form of a non-ad valorem special assessment that will have a lien against properties within the boundary of the district that receive special benefits from the infrastructure improvements financed by the bonds. These assessments may be prepaid in total or in annual installments as a non-ad valorem special assessment. The bond assessment revenue and the debt service activity are accounted for in the Debt Service Fund.

  The assessment methodology consists of five steps.

  - The District Engineer determines the costs for all district improvements needed.
  - The assessable acres that benefit from the district's infrastructure improvements are determined.
  - The District Financial Advisor and Underwriter estimate total funding needed to acquire and/or construct the infrastructure improvements.
  - This amount is divided equally among the benefited properties on a net assessable acreage basis.
  - And finally, as land is platted, the debt on each assessable acre is allocated to each residential unit.

  This methodology is applied to both the bond and the maintenance assessments.

- **Maintenance Assessments:** In addition to the assessment for the repayment of bond obligations, the district has levied an assessment for the maintenance of the infrastructure and the operations of the district. This assessment is a part of the General Fund's annual budget. The maintenance assessment revenue is classified as program revenue and is accounted for in the General Fund.
- **Billing and Collection:** The district has entered into an agreement with the Tax Collector of Sumter County. The assessments are placed on the county property tax bill as a non-ad valorem assessment. They are collected by the county under the Uniform Tax collection process and then remitted to the district.

Net Position

Net investment in capital assets is intended to reflect the portion of net position which is associated with capital assets net of accumulated depreciation less outstanding capital asset related debt.

Restricted net position is assets that have third party (statutory, bond covenant or granting agency) or enabling legislation limits on their use. The District would typically use restricted assets first, as appropriate opportunities arise, but reserves the right to selectively defer the use thereof to a future project or replacement equipment acquisition.

Unrestricted net position represents net position not included in net investment in capital assets or restricted net position.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make various estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenditures/expenses during the reporting period. Some of these estimates include assessing the collectability of the receivables, the useful lives of capital assets, and the collectability of the liabilities. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they could ultimately differ from actual results.

Note 2 - Cash, Cash Equivalents And Investments

The District maintains an approved Investment Policy and Long-Term Portfolio Investment Policy in compliance with guidelines established by Florida Statutes.

The primary objective of the District's Investment Policy is to assure safety and preservation of principal.

The objective is to mitigate credit and interest rate risk, maintain the necessary liquidity to match expected liabilities and maximize Yield.

The primary objective of the District's Long-Term Portfolio Investment policy is to achieve a long-term (five Years or longer) level of return commensurate with the contemporary economic conditions and equal to or exceeding the then prevailing investment environment.

Cash and Cash Equivalents: The District's cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent and short-Term investments with an original maturity of three months or less.

The District invests its operating cash solely in Qualified Public Depositories that meet the requirements of Chapter 280, Florida Statutes "Florida Security for Public Deposits Act". In addition to protection of Up To $250,000 for its deposits with a single bank as provided by the Federal Deposit Insurance Corporation (FDIC), the District's deposits are provided the extra level of security afforded by using a public depository that meets the requirements of Chapter 280. This includes the provision by the public depository of collateral based on the amount of public deposits maintained at the institution and the ability of the State of Florida to levy other public depositories for shortages in collateral in the event of the failure of a public depository. Citizens First Bank is a Qualified Public Depository.

Additionally the District's Debt Service Funds deposited in the Trust accounts, in U.S. Bank Money Market Deposit Account. The money market fund seeks to provide stable income and preserve capital.

As of September 30, 2023, the District's Cash and Cash Equivalents consisted of:

Cash and Cash Equivalents	Fair Value	Weighted Average Maturity (Days)	Credit Rating
Citizens First Bank demand deposits	3,752	1.0	n/a
US Bank Money Market Fund	2,519,104	35.0	AAAm
Total Fair Value	$ 2,522,856		
Portfolio Weighted Average Maturity (WAM)		35.0	

Note 3 - Receivables And Payables

Receivables

The Assessments Receivable The infrastructure of the District is built with tax-exempt bonds. The proceeds of these bonds are used to construct improvements within the District which consists of roadway improvements, landscaping, open areas, street lights, multi-modal paths, master drainage systems and a water and waste water distribution and collection service system. The bonds are supported by assessments that are levied upon the benefiting properties. The bonds are repaid with monies collected in the annual tax bill sent out by the County Tax Collector's Offices and appear in the Non-Ad Valorem section of the Tax bill as "Bond Debt Assessment". As of September 30, 2023, the outstanding Assessment Receivable to support the future bond liability for the District was $35,010,176.

Due from Other Governments As of September 30, 2023 no balance is due from other governments.

Due from Other Funds The inter-fund balances result from the time lag between the dates that (1) inter-fund goods and services were provided or reimbursable expenditure occur, (2) transactions are recorded in the accounting system and (3) payments between funds are made. The balance, if any, at September 30, 2023 is expected to be repaid shortly after Year-end from available current assets and next Year funding.

There is no allowance for doubtful accounts as management believes the accounts are fully collectible as of September 30, 2023.

Payables

Accounts Payable As of September 30, 2023, a total $48,355 is due to Trade Vendors in the normal course of business. This balance is expected to be repaid shortly after Year-end from available current assets and next Year funding.

Due to other Governments As of September 30, 2023, a total $72,065 is due to other governments. The inter-governmental balances result from the time lag between the dates that (1) inter-governmental goods and services were provided or reimbursable expenditure occur, (2) transactions are recorded in the accounting system and (3) payments between governments are made. The balance at September 30, 2023 is expected to be repaid shortly after Year-end from available current assets and next Year funding.

Due to Other Funds The inter-fund balances result from the time lag between the dates that (1) inter-fund goods and services were provided or reimbursable expenditure occur, (2) transactions are recorded in the accounting system and (3) payments between funds are made. The balance, if any, at September 30, 2023 is expected to be repaid shortly after Year-end from available current assets and next Year funding.

Due to Developer As of September 30, 2023 a total $3,084,905 is Due To the Developer. This balance includes all requisitions for the construction of the District received from the Developer in excess of

The balance in the construction bond fund. This liability will be paid from any excess funds that become available in the reserve account in the debt service reserve fund.

Note 4 - Capital Assets

Capital asset activity for the year ended September 30, 2023, was as follows:

	Beginning balance	Increases	Decreases	Ending balance
Governmental activities:				
Assets not being depreciated:				
Land	$ -	364,612	-	364,612
Total assets not being depreciated	-	364,612	-	364,612
Assets being depreciated:				
Improvements other than buildings	-	34,347,248	-	34,347,248
Less accumulated depreciation for:				
Improvements other than buildings	-	(429,341)	-	(429,341)
Total assets being depreciated, net	-	33,917,907	-	33,917,907
Governmental activities, capital assets	$ -	34,282,519	-	34,282,519

Note 5 - Long-Term Debt

Long-term debt consists of the following special assessment revenue bonds as of September 30, 2023:

$35,100,000 Special Assessment Revenue Bonds, Series 2022 principal installments ranging from $450,000 to $2,475,000 through May 2053 in accordance with the redemption schedule. Interest is due semi-annually on May 1 and November 1 of each year until redemption or maturity. Interest rates range from 5.2% to 6.2%.	$ 35,100,000
Total long-term bond debt	$ 35,100,000
Less current installments of bonds payable	(450,000)
Revenue bonds payable less current installments	$ 34,650,000

The special assessment revenue bonds are secured by a lien and pledge of revenues under the indentures, which are derived through levy and collection on land within the district specifically benefited. These bonds are additionally secured by amounts on deposit in the funds and accounts created pursuant to the indentures.

The annual requirements to amortize the principal and interest of all revenue bonds payable as of September 30, 2023, are as follows:

	Principal	Interest	Total
Fiscal Year ending September 30,			
2024	450,000	2,113,423	2,563,423
2025	475,000	2,090,023	2,565,023
2026	500,000	2,065,323	2,565,323
2027	525,000	2,039,323	2,564,323
2028	555,000	2,012,023	2,567,023
2029-2033	3,280,000	9,570,975	12,850,975
2034-2038	4,370,000	8,519,313	12,889,313
2039-2043	5,920,000	7,031,375	12,951,375
2044-2048	8,050,000	4,961,240	13,011,240
2049-2053	10,975,000	2,125,047	13,100,047
Total	$ 35,100,000	42,528,065	77,628,065

The following is a summary of changes in long-term debt:

	Beginning balance	Additions	Reductions	Ending balance	Due within one year
Governmental activities:					
Bonds payable	$ -	35,100,000	-	35,100,000	450,000
Governmental activities					
Long-term debt	$ -	35,100,000	-	35,100,000	450,000

The District issued $35,100,000 in Special Assessment Revenue Bonds, Series 2022 in May 2022, carrying an interest rate ranging from 5.2% to 6.2%. The first interest payment was made on May 1, 2023 and the first principal payment is due on May 1, 2024.

Debt Covenants and Pledged Revenues

The Bond indentures contain significant limitations and restrictions on the District regarding annual debt service requirements, the use of certain restricted accounts, minimum sinking fund balances and minimum revenue bond coverage. Management believes that the District has complied with all material financial- related covenants.

The District has pledged certain benefit special assessment revenue to pay the principal and interest on special assessment bonds issued to pay for infrastructure improvements. These special assessment revenue bonds were outstanding on September 30, 2023. Pledged revenues consist of special assessments to be billed in Fiscal Year ending September 30, 2024.

An interest payment for the Special Assessment Revenue Bonds, Series 2023 was made in the 2024 fiscal year. A capitalized interest fund was created at the time of issuance to cover the payments during the current year.

Note 6 - Related Parties

The District has no employees. For certain management, finance, technology and administrative services, the District entered into an inter-local agreement with Village Center Community Development District (Center District), a community development district created under Florida Statute 190. Under the agreement, management fees accrued to the Center District by the District for such services totaled $69,930 for the year ended September 30, 2023.

The District paid Villages Technology Solutions Group, a Developer owned Technology company, a total $4,800 for Technology services in FY 2023. The District paid The Daily Sun, a Developer Owned newspaper company, a total of $2,200 for certain legal advertisements.

Note 7 - Transfers In (Out)

During the fiscal Year, $3,124,060 was Transferred from the Debt Service Fund To the Capital Projects Fund To record additional construction costs and $39,156 represented interest earned on the reserved account balance. Additionally, $39,156 was Transferred from the Capital Projects Fund To the Debt Service Fund To pay down deferred construction costs.

Note 8 - Risk Management

The District is exposed To various risks of loss related To general liability, crime, auto liability, employee practice liability, theft, damage and destruction of assets, errors and omissions and natural disasters. To manage much of this risk, the District carries insurance, however, the District retains risk for certain property coverage and for losses in excess of coverage limits. Any settled claims from these risks have not exceeded commercial insurance coverage in any of the past Three Years.

Other Reports

Annual Financial Report

PURVIS GRAY

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Middleton A Community Development District (the District) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated March 7, 2024.

Report on Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

CERTIFIED PUBLIC ACCOUNTANTS
Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa
purvisgray.com
Members of American and Florida Institutes of Certified Public Accountants
An Independent Member of the BDO Alliance USA

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Purvis Gray

March 7, 2024
Ocala, Florida

PURVIS GRAY

MANAGEMENT LETTER

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

Report on the Financial Statements
We have audited the financial statements of Middleton A Community Development District (the District) as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated March 7, 2024.

Auditor's Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements
We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with the American Institute of Certified Public Accountants *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated March 7, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General,* requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings in the prior audit report.

Official Title and Legal Authority
Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements (see Note 1 of the District's September 30, 2023, basic financial statements for this information). There are no component units related to the District.

CERTIFIED PUBLIC ACCOUNTANTS
Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa
purvisgray.com
Members of American and Florida Institutes of Certified Public Accountants
An Independent Member of the BDO Alliance USA

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

MANAGEMENT LETTER

Financial Condition and Management
Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special Districts
For information required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6 and 7, *Rules of the Auditor General*, please see attached information provided by management that is unaudited and, accordingly, we do not express an opinion or provide any assurance on the information.

Additional Matters
Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of This Letter
Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.

Purvis Gray

March 7, 2024
Ocala, Florida

Attachment to the Management Letter
For the Year Ending September 30, 2023

Specific Information (For a dependent special district or an independent special district, or a local government entity that includes the information of a dependent special district)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the (name of district) reported:

a) The total number of district employees compensated in the last pay period of the district's fiscal year as ___N/A___.

b) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as ___N/A___.

c) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as ___N/A___.

d) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as ___N/A___.

e) Each construction project with a total cost of at least $65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as ___$0___.

f) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as _____. ***This is discussed in the "General Fund Budgetary Highlight" section of the Management Discussion and included as a "Budget to Actual" statement in the "Basic Financial Statements", page 16.***

Note: If the required information for a dependent special district is fulfilled by inclusion in the primary local government's audit report, a statement to that effect should be made in the dependent special district's audit report, and vice versa.

Specific Information (For an independent special district that imposes ad valorem taxes) Not Applicable

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the (name of district) reported:

a) The mileage rate or rates imposed by the district as ___N/A___.

b) The total amount of ad valorem taxes collected by or on behalf of the district as ___N/A___.

c) The total amount of outstanding bonds issued by the district and the terms of such bonds as ___N/A___.

Specific Information (For an independent special district that imposes non-ad valorem special assessments)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the (name of district) reported:

a) The rate or rates of non-ad valorem special assessments imposed by the District as __n/a__ for maintenance and bond payment assessment.

b) The total amount of special assessments collected by or on behalf of the district as $86,326.

c) The total amount of outstanding bonds issued by the district and the terms of such bonds as $35,100,000.

PURVIS GRAY

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH FLORIDA STATUTE SECTION 218.415 - INVESTMENT OF PUBLIC FUNDS

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

We have examined Middleton A Community Development District's (the District) compliance with Section 218.415, Florida Statutes, with regards to the District's investments during the fiscal year ended September 30, 2023. District management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied with the aforementioned requirements during the fiscal year ended September 30, 2023, in all material respects.

This report is intended solely for the information and use of the Florida Auditor General, the Board of Supervisors of the District, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

Purvis Gray

March 7, 2024
Ocala, Florida

CERTIFIED PUBLIC ACCOUNTANTS
Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa
purvisgray.com
Members of American and Florida Institutes of Certified Public Accountants
An Independent Member of the BDO Alliance USA

Annual Financial Report ended September 30, 2024

FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

2024

MIDDLETON

COMMUNITY DEVELOPMENT DISTRICT

A



ANNUAL FINANCIAL REPORT

(WITH INDEPENDENT AUDITORS' REPORT THEREON)

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT - A

TABLE OF CONTENT

FINANCIAL SECTION

IndependenTAUdiTors' ReporT 4

ManagemenT's DiscUssion and AnalYsis 7

Basic Financial STaTemenTs:

- STaTemenTof NeTPosiTion 14
- STaTemenTof AcTiViTies 15
- Balance SheeT- GoVernmenTal FUnds 16
- ReconciliaTion of The Balance SheeT- GoVernmenTal FUnds To The STaTemenTof NeTPosiTion 17
- STaTemenTof ReVenUes, ExpendiTUres and Changes in FUnd Balances – GoVernmenTal FUnds 18
- ReconciliaTion of The STaTemenTof ReVenUes, ExpendiTUres and Changes in FUnd Balances - GoVernmenTal FUnds To The STaTemenTof AcTiViTies 19
- STaTemenTof ReVenUes, ExpendiTUres and Changes in FUnd Balance - BUdgeTand AcTUal 20
- NoTes To Basic Financial STaTemenTs 21

IndependenTAUdiTors' ReporTon InTernal ConTrol OVer Financial ReporTing and on Compliance and OTher MaTTers Based on an AUdiTof Financial STaTemenTs Performed in Accordance wiTh GoVernmenTAUdiTing STandards 35

ManagemenTLeTTer 37

IndependenTAccoUnTanTs' ReporT 42

Audit Photo Cover taken by Fran DeRossi- Customer Svc



Financial Section

Annual Financial Report

PURVIS GRAY

INDEPENDENT AUDITOR'S REPORT

Board of Supervisors
Middleton Community Development District A
The Villages, Florida

Report on the Audit of the Financial Statements

Opinions
We have audited the accompanying financial statements of the governmental activities and each major fund of the Middleton Community Development District A (the District) as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position and the budgetary comparison statement for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions
We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

CERTIFIED PUBLIC ACCOUNTANTS
Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa
purvisgray.com
Members of American and Florida Institutes of Certified Public Accountants

Board of Supervisors
Middleton Community Development District A
The Villages, Florida

INDEPENDENT AUDITOR'S REPORT

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed in the tables of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate

Board of Supervisors
Middleton Community Development District A
The Villages, Florida

INDEPENDENT AUDITOR'S REPORT

operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 14, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Purvis Gray

March 14, 2025
Ocala, Florida

Management's Discussion and Analysis
September 30, 2024

This ManagemenT DiscUssion and AnalYsis reporT proVides The reader wiTh a narraTiVe oVerView and analYsis of The financial acTiViTies of The MiddleTon A CommUniTY DeVelopmenT DisTricT for The fiscal Year ending SepTember 30, 2024. This reporT is designed To (a) assisT The reader in focUsing on significanT financial issUes; (b) proVide an oVerView of The DisTricTs financial acTiViTies; (c) idenTifY changes in The DisTricTs financial posiTion and iTs abiliTY To address The nexT and sUbseqUenT Year challenges (d) idenTifY anY maTerial deViaTions from The financial plan (The approVed bUdgeT), and (e) idenTifY anY indiVidUal fUnd issUes and concerns. The informaTion conTained wiThin This secTion shoUld be considered in conjUncTion wiTh The DisTricTs Financial STaTemenTs.

Financial Highlights

- ToTal asseTs of The DisTricT are $71,586,222; The deferred oUTflows of The resoUrces of The DisTricT are $0; ToTal asseTs and deferred oUTflows haVe decreased $357,457 oVer prior Year.
- ToTal liabiliTies of The DisTricT are $38,405,347; The deferred inflows of The resoUrces of The DisTricT are $0; ToTal liabiliTies and deferred inflows haVe decreased $780,571. This decrease is primariLY dUe To The paY down of ToTal debT oUTsTanding.
- The asseTs and deferred oUTflows of The DisTricT exceeded iTs liabiliTies and deferred inflows bY $33,180,875 (neT posiTion) as of SepTember 30, 2024. Of This amoUnT, $34,638,188 is ResTricTed for DebT SerVice, $599,132 is UnresTricTed and can be Used aT The discreTion of The Board of SUperVisors and ($2,056,445) is The NeT InVesTmenT of CapiTal AsseTs.
- DepreciaTion expenses on exisTing capiTal asseTs for The cUrren T fiscal Year amoUnTed To $858,681 To show The need for The gradUal replacemenT of These asseTs oVer Time.
- The DisTricTs ToTal debT decreased bY $790,000 dUring The Year ending SepTember 30, 2024, from a balance of $35,100,000 in prior Year.

Overview of the Financial Statements

The discUssion and analYsis are inTended To serVe as an inTrodUcTion To The DisTricTs basic financial sTaTemenTs.

The DisTricTs basic financial sTaTemenTs consisT of Three secTions:

- GoVernmenT-wide financial sTaTemenTs
- FUnd financial sTaTemenTs
- NoTes To The financial sTaTemenTs.

This reporT also conTains oTher sUpplemenTal informaTion in addiTion To The basic financial sTaTemenTs ThemselVes.

Government-wide Financial Statements

The goVernmenT-wide financial sTaTemenTs are designed To proVide readers wiTh a broad oVerView of The DisTricTs finances in a manner similar To a priVaTe-secTor bUsiness.

The *Statement of Net Position* presenTs informaTion on all of The DisTricTs asseTs (and deferred oUTflows) and liabiliTies (and deferred inflows), wiTh The difference reporTed as *net position*. OVer Time, increases and

decreases in neT posiTion maY serVe as a UsefUl indicaTor of wheTher The financial posiTion of The DisTricT is improVing or deTerioraTing.

The *Statement of Changes in Net Position*, also referred To as The *Statement of Activities*, presenTs informaTion showing how The goVernmenTs neT posiTion changed dUring The mosT recenT fiscal Year. All changes in neT posiTion are reporTed as soon as The UnderlYing eVenT giVing rise To The change occUrs, regardless of Timing of relaTed cash flows. ThUs, reVenUes and expenses are reporTed in This sTaTemenT for some iTems ThaT will onlY resUlT in cash flows in fUTUre fiscal periods (e.g., UncollecTed assessmenTs).

The goVernmenT-wide financial sTaTemenTs are proVided on pages 14 - 15 of This reporT.

Fund Financial Statements

The fUnd financial sTaTemenTs proVide more deTailed informaTion aboUT The DisTricTs major fUnds indiVidUallY. A *fund* is a groUping of relaTed accoUnTs ThaT is Used To mainTain conTrol oVer resoUrces ThaT haVe been segregaTed for specific acTiViTies or objecTiVes. The DisTricT, like oTher sTaTe and local goVernmenTs, Uses fUnd accoUnTing To ensUre and demonsTraTe compliance wiTh finance-relaTed legal reqUiremenTs. All of The fUnds of The DisTricT are considered goVernmenTal fUnds. There are no proprieTarY or fidUciarY fUnds mainTained bY The DisTricT. The fUnd financial sTaTemenTs presenT informaTion in more deTail Than The goVernmenT-wide financial sTaTemenTs.

Governmental funds

GoVernmenTal fUnds are Used To accoUnT for essenTiallY The same fUncTions reporTed as goVernmenTal acTiViTies in The goVernmenT-wide financial sTaTemenTs. HoweVer, Unlike The goVernmenT-wide financial sTaTemenTs, goVernmenTal fUnd financial sTaTemenTs focUs on near-Term inflows and oUTflows of spendable resoUrces, as well as on balances of spendable resoUrces aVailable aT The end of The fiscal Year. SUch informaTion maY be UsefUl in eValUaTing a goVernmenTs near-Term financing reqUiremenTs.

BecaUse The focUs of goVernmenTal fUnds is narrower Than ThaT of The goVernmenT-wide financial sTaTemenTs, iT is UsefUl To compare The informaTion presenTed for goVernmenTal fUnds wiTh similar informaTion presenTed for goVernmenTal acTiViTies in The goVernmenT-wide financial sTaTemenTs. BY doing so, readers maY beTTer UnderSTand The long-Term impacT of The goVernmenTs near-Term financing decisions. BoTh The goVernmenTal fUnd balance sheeT and goVernmenTal fUnd sTaTemenT of reVenUes, expendiTUres, and changes in fUnd balance proVide a reconciliaTion To faciliTaTe This comparison beTween goVernmenTal fUnds and goVernmenTal acTiViTies.

The DisTricT mainTains Three goVernmenTal fUnds, The General FUnd, The DebT SerVice FUnd and The CapiTal ProjecTs FUnd. InformaTion is presenTed separaTelY in The goVernmenTal fUnd balance sheeT and in The goVernmenTal fUnd sTaTemenT of reVenUes, expendiTUres, and changes in fUnd balance for These fUnds, all of which are considered To be major fUnds.

A bUdgeTarY comparison sTaTemenT is proVided for The General FUnd To demonsTraTe compliance wiTh This bUdgeT.

The basic goVernmenTal fUnd financial sTaTemenTs can be foUnd on pages 16 - 20 of This reporT.

Notes to the Financial Statements

The noTes proVide addiTional informaTion ThaT is essenTial To a fUll UnderSTanding of The daTa proVided in The goVernmenT-wide and fUnd financial sTaTemenTs. The noTes are presenTed beginning on page 21.

Government-Wide Financial Statements and Analysis

Statement of Net Position

A comparison of The STaTemenTof NeTPosiTion for The cUrrenTYear and prior Year is presenTed below.

	Governmental Activities	
	September 30, 2024	September 30, 2023
AsseTs:		
CUrrenTand oTher asseTs	$ 3,534,900	2,650,984
AssessmenTs receiVable	34,087,428	35,010,176
CapiTal asseTs, (neTof accUmUlaTed depreciaTion)	33,963,894	34,282,519
ToTal asseTs	71,586,222	71,943,679
LiabiliTies:		
CUrrenTand oTher liabiliTies	4,095,347	4,085,918
Long-Term liabiliTies		
DUe wiThin one Year	470,000	450,000
DUe in more Than one Year	33,840,000	34,650,000
ToTal liabiliTies	38,405,347	39,185,918
NeTposiTion:		
NeTinVesTmenTs in capiTal asseTs	(2,056,445)	(1,532,797)
ResTricTed for:		
DebTserVice	34,638,188	34,288,825
UnresTricTed	599,132	1,733
ToTal neTposiTion	$ 33,180,875	32,757,761

As noTed earlier, neTposiTion maY serVe as a UsefUl indicaTor of a goVernmenTs financial posiTion oVer Time. The DisTricTs ToTal asseTs (and deferred oUTflows) exceeded ToTal liabiliTies (and deferred inflows) bY $33,180,875

The DisTricTs neTposiTion is broken down inTo Three caTegories. 104.4% reflecTs resTricTed for debTserVice. ($2,056,445) or (6.2%) is iTs inVesTmenTin capiTal asseTs less anY relaTed oUTsTanding debT. The remaining porTion of $599,132 or 1.8% is UnresTricTed and aVailable To meeT The fUTUre needs of The disTricT.

Statement of Changes in Net Position

A comparison of The STaTemenTof Changes in NeTPosiTion for The cUrrenTYear and prior Year is presenTed below.

	Governmental Activities	
	September 30, 2024	September 30, 2023
Program reVenUes:		
Charges for serVices	$ 3,786,944	35,096,502
OperaTing granTs and conTribUTions	-	261,041
DonaTed capiTal	540,056	364,612
General reVenUes:		
InVesTmenTearnings (losses)	203,201	274,425
OTher reVenUes	286	113
ToTal reVenUes	4,530,487	35,996,693
Expenses:		
General goVernmenTserVices	257,260	628,746
PhYsical enVironmenT	897,267	161,282
TransporTaTion	1,796	71
InTeresTon long-Term debT	2,092,369	2,019,492
DepreciaTion expense	858,681	429,341
ToTal expenses	4,107,373	3,238,932
Changes in neTposiTion	423,114	32,757,761
NeTposiTion, beginning	32,757,761	-
NeTposiTion, ending	$ 33,180,875	32,757,761

As noTed earlier, The STaTemenTof Changes in NeTPosiTion presenTs informaTion showing how The DisTricTs neTposiTion changed dUring The mosTrecenTfiscal Year.

Revenues and Expenses The DisTricTs reVenUes for The Years ended SepTember 30, 2024, and SepTember 30, 2023 were $4,530,487 and $35,996,693 respecTiVelY. The DisTricTs expenses for The Years ended SepTember 30, 2024, and SepTember 30, 2023, were $4,107,373 and $3,238,932 respecTiVelY.

Revenues inclUde special assessmenTproceeds for mainTenance and debTserVice, donaTed capiTal, and inVesTmenTearnings on cash balances held dUring The Year. Charges for serVices ToTaled $3,786,944 in Fiscal Year 2024. The decrease in ReVenUe compared To prior Year is dUe To Special AssessmenTs recognized in Fiscal Year 2022-23 relaTed To The bond issUe. DUring The cUrrenTYear, The DisTricTreceiVed $540,056 in land capiTal conTribUTions. InVesTmenTincome decreased bY $71,224 from prior Year.

Expenses General goVernmenTserVice expense decreased bY $371,486 in fiscal Year 2024 compared To fiscal Year 2023. This decrease is relaTed To non-recUrring bond issUance cosTs incUrred in The prior fiscal Year. PhYsical enVironmenTexpenses inclUde landscaping, irrigaTion, UTiliTies and mainTenance cosTs and ToTaled $897,267 for The fiscal Year. TransporTaTion expenses ToTaled $1,796. In 2024, inTeresTexpense ToTaled $2,092,369 and depreciaTion expense was recorded in The amoUnTof $858,681. ToTal expenses increased $868,441 parTlY dUe To The increase in mainTenance responsibiliTies and depreciaTion expense.

Financial Analysis Of The Government's Funds

As noTed earlier, The DisTricTUses fUnd accoUnTing To ensUre and demonsTraTe compliance wiTh finance-relaTed legal reqUiremenTs. Following is a discUssion of The financial sTaTemenTs on a fUnd accoUnTing leVel.

Governmental Fund

As of SepTember 30, 2024, The DisTricTs goVernmenTal fUnds reporTed a fUnd balance of $301,826. This fUnd balance is made Up of The General FUnd of $599,134, DebTSerVice FUnd of ($387,240) and a CapiTal ProjecTFUnd of $89,932.

The General FUnd is The operaTing fUnd of The DisTricTand is Used To paY for core goVernmenTal serVices.

The DebTSerVice FUnd accoUnTs for debTserVice assessmenTs leVied ThroUgh The coUnTY Tax CollecTor and collecTion of bond prepaYmenTs which are Used To paY for The DisTricTs long-Term debT. DebTserVice reqUiremenTs are schedUled for paYmenTeach MaY and NoVember eVerY fiscal Year UnTil The debTis paid off.

The Use of The capiTal projecTfUnds is for The planning, financing, acqUisiTion, and/or consTrUcTion of pUblic infrasTrUcTUre improVemenTs sUch as road consTrUcTion and landscaping & irrigaTion. The focUs of The capiTal projecTfUnd is on consTrUcTion and acqUisiTion. SeparaTe reporTing enhances an UnderSTanding of The DisTricTs capiTal acTiViTY, and iThelps To aVoid The disTorTions in financial resoUrces Trend informaTion ThaTcan arise when capiTal and operaTing acTiViTies are mixed.

General Fund Budgetary Highlights

The BUdgeTTo acTUal comparison sTaTemenToUTlines The original bUdgeT, amended bUdgeT, acTUal amoUnTs and anY Variance beTween The final bUdgeTand acTUal amoUnTs. BUdgeTamendmenTs are approVed ThroUghoUTThe Year.

BUdgeTs are reVised for a VarieTY of reasons, sUch as an Unforeseen expendiTUre. Below are noTable Variances beTween The original To final bUdgeTand final bUdgeTTo acTUal.

- DUring fiscal Year 2024, The final General FUnd reVenUe bUdgeTremained The same as compared To The original bUdgeTed reVenUes.
- The ToTal expendiTUre bUdgeTwas changed compared To The original bUdgeTed expendiTUres. This was mosTlY dUe To $37,100 increase in managemenTand oTher professional serVices, $30,600 increase in UTiliTY serVices, $18,100 increase in oTher expendiTUres and $67,793 decrease in bUilding, landscape and oTher mainTenance.
- ToTal reVenUes of $1,693,570 were $61,470, or 3.8% oVer bUdgeTfor The Year primarilY in increase in inVesTmenTearnings (losses) bY $60,165
- ToTal expenses were $218,022 or 16.6% below bUdgeTfor The fiscal Year ending SepTember 30, 2024

Capital Assets And Debt Administration

Capital Assets

The DisTricTs capiTal asseTs for iTs goVernmenTal acTiViTies as of SepTember 30, 2024 amoUnTs To $33,963,894. CapiTal asseTs incl Udes land and improVemenTs oTher Than bUildings. There were $540,056 of addiTions dUring The Year. DepreciaTion expenses ToTaled $858,681 resUlTing in an oVerall neT decrease in capiTal asseTs of $318,625.

AddiTional informaTion regarding The DisTricTs capiTal asseTs can be foUnd in NoTe 4 of The NoTes To Basic Financial STaTemenTs.

Long-Term Debt

As of September 30, 2024, the District has long-term debt outstanding totaling $34,310,000. During fiscal year 2023-2024 principal and interest payments were made, $710,000 and $1,034,728 respectively.

Additional information regarding the District's long-term debt can be found in note 5 of the notes to basic financial statements.

Economic Factors and Next Year's Budget and Rates

Local, state and national economic factors influence the District's budget in a variety of ways. These factors were considered in preparing the District's General Fund budget for the 2024 Fiscal Year.

- The unemployment rate in Sumter County where the District is located was 5.4% in September 2024, an increase from 4.8% a year ago. The County's average unemployment rate was above the State's average unemployment rate of 3.4% which was below the national average rate of 3.9%.
- Inflationary trends in the area are comparable to national indices. The national Consumer Price Index (CPI) annual change for all Urban consumers decreased from 3.7% in September 2023 to 2.4% in September 2024.

In Fiscal Year 2025, total General Fund revenues are projected to increase by $355,000 or 21%, compared to Fiscal Year 2024 final budget. The increase is due to the expected continued growth in the area. The Fiscal Year 2025 General Fund expenditure budget projects an increase of $644,000, when compared to the Fiscal Year 2024 final budget. The increase in expenditures results primarily from an increase in projectwide maintenance services and management fees.

To Obtain Further Information

The District's financial statements are designed to provide a general overview of the District's finances and to demonstrate the District's accountability. If you have any questions about the report or would like additional financial information, contact the Village Community Development Districts, Finance Office at:

3571 Kiessel Road

The Villages, FL 32163
Telephone (352) 753-0421

It is also suggested you visit our website at www.districtgov.org for general information and additional financial information about the District.

Statement of Net Position
September 30, 2024

	Governmental activities
Assets	
Cash and cash eqUiValenTs	$ 3,524,876
ReceiVables, neT	116
AccrUed inTeresTreceiVable	9,840
AssessmenTs receiVable	34,087,428
DUe from oTher goVernmenTs	68
CapiTal asseTs:	
Non depreciable asseTs	904,668
Depreciable asseTs (neTof accUmUlaTed depreciaTion)	33,059,226
ToTal asseTs	71,586,222
Liabilities	
AccoUnTs paYable	26,398
AccrUed inTeresTpaYable	862,273
DUe To oTher goVernmenTs	141,683
DUe To deVeloper	3,064,993
ToTal cUrrenTliabiliTies	4,095,347
Long-Term debT:	
DUe wiThin one Year	470,000
DUe in more Than one Year	33,840,000
ToTal long-Term debT	34,310,000
ToTal liabiliTies	38,405,347
Net position	
NeTinVesTmenTs in capiTal asseTs	(2,056,445)
ResTricTed for:	
DebTserVice	34,638,188
UnresTricTed	599,132
ToTal neTposiTion	$ 33,180,875

See accompanying notes to basic financial statements.

Statement of Activities
Year Ended September 30, 2024

Functions/Programs	Expenses	Program revenues: Charges for services	Program revenues: Operating grants and contributions	Program revenues: Capital grants and contributions	Net (expense) revenue and changes in net assets: Governmental activities	Net (expense) revenue and changes in net assets: Total
Governmental activities						
General government	$ 257,260	3,786,944	-	540,056	4,069,740	4,069,740
Physical environment	897,267	-	-	-	(897,267)	(897,267)
Transportation	1,796	-	-	-	(1,796)	(1,796)
Interest on long-term debt	2,092,369	-	-	-	(2,092,369)	(2,092,369)
Depreciation expense	858,681	-	-	-	(858,681)	(858,681)
Total governmental activities	4,107,373	3,786,944	-	540,056	219,627	219,627
Total primary government	4,107,373	3,786,944	-	540,056	219,627	219,627
General revenues						
Investment earnings (losses)					$ 203,201	203,201
Other revenues					286	286
Total general revenues					203,487	203,487
Change in net position					423,114	423,114
Net position, beginning					32,757,761	32,757,761
Net position, ending					$ 33,180,875	33,180,875

Balance Sheet – Governmental Funds
September 30, 2024

	General	Debt Service	Capital Projects	Total
Assets				
Cash and cash eqUiValenTs	$ 766,531	2,668,479	89,866	3,524,876
DUe from oTher goVernmenTs	68	-	-	68
ReceiVables, neT	116	-	-	116
AccrUed inTeresTreceiVable	-	9,774	66	9,840
AssessmenTs receiVable	-	34,087,428	-	34,087,428
ToTal asseTs	766,715	36,765,681	89,932	37,622,328
Liabilities				
AccoUnTs paYable	25,898	500	-	26,398
DUe To oTher goVernmenTs	141,683	-	-	141,683
DUe To deVeloper	-	3,064,993	-	3,064,993
ToTal liabiliTies	167,581	3,065,493	-	3,233,074
Deferred inflows of resources				
UnaVailable special assessmenTreVenUe	-	34,087,428	-	34,087,428
ToTal liabiliTies and deferred inflows	167,581	37,152,921	-	37,320,502
Fund balances				
ResTricTed				
DebTserVice	-	(387,240)	-	(387,240)
CapiTal improVemenTs	-	-	89,932	89,932
Unassigned	599,134	-	-	599,134
ToTal fUnd balances	599,134	(387,240)	89,932	301,826
ToTal liabiliTies, deferred inflows and fUnd balances	$ 766,715	36,765,681	89,932	37,622,328

See accompanying notes to basic financial statements.

Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position
Year Ended September 30, 2024

Total fund balances, governmental funds		$ 301,826
Total net position reported for governmental activities in the statement of net position is different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.		
Capital assets	$ 35,251,916	
Less accumulated depreciation	(1,288,022)	
		33,963,894
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds:		
Special assessment revenue bonds	(34,310,000)	
Accrued interest payable	(862,273)	
		(35,172,273)
Unavailable special assessment revenue reported in the funds is added to the beginning balance of net position restricted for debt service to reflect the revenue as recorded when the total assessment is levied.		34,087,428
Net position of governmental activities		$ 33,180,875

See accompanying notes to basic financial statements.

Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds
Year Ended September 30, 2024

	General	Debt Service	Capital Projects	Total
Revenues				
Special assessments:				
Special assessments	$ 1,632,289	3,076,673	-	4,708,962
Investment earnings (losses)	60,265	68,237	74,699	203,201
Other income:				
Other revenues	1,016	-	-	1,016
Total revenues	1,693,570	3,144,910	74,699	4,913,179
Expenditures				
Current:				
General government	197,105	58,405	-	255,510
Physical environment	897,267	-	-	897,267
Transportation	1,796	-	-	1,796
Debt service:				
Principal	-	790,000	-	790,000
Interest	-	2,110,689	-	2,110,689
Miscellaneous bond expense	-	1,750	-	1,750
Total expenditures	1,096,168	2,960,844	-	4,057,012
Excess of revenues over expenditures	597,402	184,066	74,699	856,167
Other financing sources (uses)				
Transfer in	-	19,907	(5)	19,902
Transfer out	-	5	(19,907)	(19,902)
Total other financing sources (uses)	-	19,912	(19,912)	-
Net change in fund balances	597,402	203,978	54,787	856,167
Fund balances, beginning	1,732	(591,218)	35,145	(554,341)
Fund balances, ending	$ 599,134	(387,240)	89,932	301,826

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds to the Statement of Activities
Year Ended September 30, 2024

Net change in fund balances – total governmental funds		$ 856,167
Governmental funds report capital outlays as expenditures; however, in the statement of activities, the cost of those assets is capitalized and allocated over their estimated useful lives as depreciation expense. This is the amount of capital assets that were purchased and donated, offset by depreciation for the current period.		
Depreciation expense	(858,681)	
Capital contributions - Land	540,056	
		(318,625)
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.		
Change in accrued interest payable	18,320	
Principal repayment	790,000	
		808,320
Governmental funds report special assessment debt service as revenue when collected, however in the statement of activities the revenue is recorded when the total assessment is levied.		
Special assessment receivable as of September 30, 2024	34,087,428	
Special assessment receivable as of September 30, 2023	(35,010,176)	
		(922,748)
Change in net position of governmental activities		$ 423,114

See accompanying notes to basic financial statements.

Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual General Fund
Year ended September 30, 2024

	Original Budget	Amended Budget	YTD Actual	Variance
Revenues				
Special assessments	1,632,000	1,632,000	1,632,289	289
Investment earnings (losses)	$ 100	$ 100	$ 60,265	$ 60,165
Other income	-	-	1,016	1,016
Total revenues	1,632,100	1,632,100	1,693,570	61,470
Expenditures				
Personnel services	25	1,025	9	(1,016)
Management and other professional services	224,128	261,228	235,434	(25,794)
Utility services	71,732	102,332	43,760	(58,572)
Building, landscape and other maintenance	983,773	915,980	794,952	(121,028)
Other expenditures	15,525	33,625	22,013	(11,612)
Total expenditures	1,295,183	1,314,190	1,096,168	(218,022)
Net change in fund balances	336,917	317,910	597,402	279,492
Fund balances, beginning	1,732	1,732	1,732	-
Fund balances, ending	$ 338,649	$ 319,642	$ 599,134	$ 279,492

See accompanying notes to basic financial statements.

Notes to Financial Statements

Note 1 - Summary Of Significant Accounting Policies

Financial Reporting Entity
Middleton, By The Villages

During fiscal Year 2023, the Developer introduced Middleton A, a family oriented or non-age restricted community known as "Middleton BY The Villages." This community will offer residents their own recreation, community parks, and a charter school in addition to a Town center with shopping, dining, and entertainment.

To provide for the necessary community wide infrastructure for this new community a new District was formed.

Middleton Community Development District A was established on May 9, 2022 for the purpose of planning, financing, constructing, operating, and maintaining certain community-wide infrastructure for a community development district located entirely within Sumter County, Florida. The District was created by the City of Wildwood, Florida Ordinance No. O2022-35, pursuant to the provisions of Chapter 190.005, Florida Statutes, and operates within the criteria established by Chapter 190. The District is governed by a five-member Board of Supervisors. As of September 30, 2024, the members of the Board of Supervisors are all employees of or affiliated with the Developer, The Villages Land Company, LLC.

The District boundary consists of approximately 2,485 acres in the city limits of the City of Wildwood. The development includes construction of 994 residential units in Phase I. The land within the District is part of the active family community known as "Middleton, BY The Villages". The Villages Land Company, LLC was the developer and initial owner of the property within the District. As of September 30, 2024, 538 homes have been sold.

The financial statements of the District have been prepared in conformity with U.S. Generally Accepted Accounting Principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for establishing governmental accounting and financial reporting principles. As defined by GASB, the financial reporting entity is required to include the primary government, organizations for which the primary government is financially accountable and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Blended component units, on the other hand, are reported in a separate column in the statement of net position to emphasize they are legally separate from the government.

There are no component units that are legally separate from the District.

In order to acquire land and fund the construction costs of the District's public infrastructure, the District issued Special Assessment Revenue Bonds. The proceeds of these bonds are used to construct improvements within the District which consists of roadway improvements, landscaping, open areas, streetlights, multi-modal paths, master drainage systems and a water and wastewater distribution and collection service system. The bonds are supported by assessments that are levied upon the benefiting properties. In addition to the bond assessment for construction of the infrastructure, there is an annual maintenance assessment to provide for the services and ongoing maintenance and administration.

The Villages

The Villages continues to be developed by the developer, a family-owned business established for the single purpose of developing The Villages. Today, The Villages spans approximately 89 square miles across the

borders of Lake, Sumter and Marion Counties, The City of Wildwood, The City of Fruitland Park, The City of Leesburg and The Town of Lady Lake, Florida, with a population of approximately 150,000. Development is currently underway in the south end of The Villages.

There are no component units that are legally separate from the District. There are nineteen Community Development Districts in the total structure of The Villages, each being a separate government entity established pursuant to Chapter 190, Florida Statutes.

The following is a listing of these Community Development Districts:

- Village Center Community Development District provides water and sewer utility services, recreation facilities and services, security, fire protection, emergency medical first response and executive golf services to the residents. The cost of operations is funded by amenity and utility fees that residents pay monthly. This District also provides for the maintenance of common areas and roadways for the commercial areas within the District boundaries. The cost of maintenance in the commercial areas is funded through commercial maintenance assessments. Lastly, the District provides administrative services, including human resources, payroll, accounting, property management, recreation leadership and community standard services to the Community Development Districts.
- Sumter Landing Community Development District provides recreation facilities and services, security, fire protection, emergency medical first response (non-transport), and executive golf services to the residents. The cost of operations is funded by amenity fees that residents pay monthly. This District also provides for the maintenance of common areas and roadways for the commercial areas within the CDD boundaries in Sumter County. The cost of maintenance in the commercial areas is funded through commercial maintenance assessments.
- Brownwood Community Development District provides the maintenance of common areas and roadways for the commercial areas within the District boundaries in Sumter County. The cost of maintenance in the commercial areas is funded through commercial maintenance assessments as the new downtown area builds out.
- The Village Community Development District No. 1 boundary consists of approximately 993.3 acres in Sumter County. The development includes original construction of 3,420 residential units and 24 additional planned residential units.
- The Village Community Development District No. 2 boundary consists of approximately 990 acres in Sumter County. The development included construction of 3,668 residential units.
- The Village Community Development District No. 3 boundary consists of approximately 894 acres in Sumter County. The development included construction of 3,762 residential units.
- The Village Community Development District No. 4 boundary consists of approximately 1,253 acres in Marion County. The development included construction of 5,432 residential units.
- The Village Community Development District No. 5 boundary consists of approximately 1,407 acres in Sumter County. The development included construction of 6,399 residential units.
- The Village Community Development District No. 6 boundary consists of approximately 1,497 acres in Sumter County. The development included construction of 6,697 residential units.
- The Village Community Development District No. 7 boundary consists of approximately 976 acres in Sumter County. The development included construction of 4,765 residential units.
- The Village Community Development District No. 8 boundary consists of approximately 1,098 acres in Sumter County. The development included construction of 5,193 residential units.
- The Village Community Development District No. 9 boundary consists of approximately 1,299 acres in Sumter County. The development included construction of 5,409 residential units.
- The Village Community Development District No. 10 boundary consists of approximately 1,489 acres in Sumter County. The development includes construction of 6,639 residential units.

- The Village COMMUNITY DEVELOPMENT DISTRICT No. 11 boundary consists of approximately 693 acres within the city limits of Fruitland Park in Lake County. The development includes construction of 2,055 residential units.
- The Village COMMUNITY DEVELOPMENT DISTRICT No. 12 boundary consists of approximately 1,483 acres within the city limits of the City of Wildwood in Sumter County. Planned development includes construction of 6,202 residential units.
- The Village COMMUNITY DEVELOPMENT DISTRICT No. 13 boundary consists of approximately 2,232 acres within the city limits of the City of Wildwood in Sumter County. Planned development includes construction of 8,062 residential units.
- The Village COMMUNITY DEVELOPMENT DISTRICT No. 14 boundary consists of approximately 1,013 acres within the city limits of the City of Leesburg in Lake County. Planned development includes construction of Phase I to be 3,234.
- The Village COMMUNITY DEVELOPMENT DISTRICT No. 15 boundary consists of approximately 1,378 acres within the city limits of the City of Wildwood in Sumter County. Planned development includes construction of 3,616 residential units in Phase I.

It is anticipated that additional infrastructure improvements within The Villages will be undertaken by existing community development districts and/or a community development district yet to be created in the future, for which special assessments may be imposed on residences in The Villages and lands owned by the Developer.

In addition to the above community development districts, there are two dependent districts of Sumter County in the total structure of Districts:

- North Sumter County Utility Dependent District (NSCUDD) – NSCUDD is a dependent district of Sumter County. This dependent district provides water, wastewater, and non-potable irrigation water to Village properties between C.R. 466 to S.R 44 in Sumter County. NSCUDD also provides solid waste sanitation services for Sumter County, Marion County, and portions of The Villages that are in the City of Fruitland Park and City of Wildwood.
- Wildwood Utility Dependent District (WUDD) – WUDD is a dependent district of the City of Wildwood. This dependent district provides water, wastewater and non-potable irrigation water service to certain Village properties located south of State Road 44, specifically Village COMMUNITY DEVELOPMENT Districts 12, 13, and 14.

Middleton, By The Villages

During fiscal Year 2023, the Developer introduced Middleton A, a family oriented or non-age restricted community known as "Middleton BY The Villages." This community will offer residents their own recreation, community parks, and a charter school in addition to a Town center with shopping, dining, and entertainment.

To provide for the necessary community wide infrastructure for this new community two new Districts were formed.

- Middleton COMMUNITY DEVELOPMENT DISTRICT A (the District) was established for the purpose of planning, financing, constructing, operating, and maintaining the community-wide infrastructure for this new community development district located entirely within Sumter County, Florida. Phase I consists of 1,008 residential units.
- Middleton DOWNTOWN COMMUNITY DEVELOPMENT DISTRICT (the District) provides the maintenance of common areas and for the commercial areas within the District boundaries in Sumter County. The cost of maintenance in the commercial areas is funded through Developer contributions until the new downtown area builds out.

Basis of Presentation

Government-wide Statements: The financial statements include both government-wide financial statements, based on the District as a whole, and fund financial statements. The government-wide financial statements report information on all of the non-fiduciary activities of the District. The effect of any inter- fund activity has been removed from these statements. Governmental activities, which normally are supported by assessments and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties. The District has no business- type activities.

The government-wide statement of net position reports the governmental activities of the District on a government-wide basis and on a full accrual basis, using the economic resources measurement focus, which incorporates long-term assets and receivables as well as long-term debt and obligations. The statement of net position also addresses deferred inflows and deferred outflows. The statement of activities reflects the expenses of the District, which are offset by revenues. Program revenues are defined as charges for services, operating grants and contributions, and capital grants and contributions directly associated with a given function.

Program revenues in the statement of activities consist primarily of special assessment revenues. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Fund Financial Statements: Separate financial statements are provided for the governmental funds. Major individual governmental funds are presented in separate columns on the fund financial statements and all non-major funds are aggregated and displayed in a single column. The governmental fund financial statements include reconciliations with brief explanations to better identify the relationship between the government-wide and the statements of the governmental funds. The District reports the General Fund, the Debt Service Fund and the Capital Projects Fund as major funds. The District has no non-major funds.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year in which the related debt is issued and the assessments established.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within sixty (60) days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

However, debt service expenditures are recorded when payment is due.

The following are the District's major governmental funds:

General Fund: The General Fund is the primary operating fund of the District and is used to account for all financial resources of the general government except those required to be accounted for in another fund.

Debt Service Fund: The Debt Service Fund is used to account for the accumulation of resources for, and payment of, general long-term debt principal, interest, and related costs.

Capital Projects Fund: The Capital Projects Fund is used to account for the funds provided through debt issues and other sources necessary to construct or acquire capital assets of the District.

Governmental Fund Balance Classifications

Governmental fund balances are classified as either non-spendable or spendable. Spendable balances are further classified as restricted, committed, assigned or unassigned, based on the extent to which there are external or internal constraints on the spending of these fund balances. A discussion of each is as follows:

- Non-spendable: This classification includes amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted into cash (such as inventories and prepaid amounts).
- Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either externally imposed by creditors, grantors, contributors, laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation.
- Committed: This classification includes amounts that can only be used for specific purposes established by the highest decision making authority in the government. Committed amounts cannot be used for any other purpose unless the District removes those constraints by taking the same type action.
- Assigned: This classification includes amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed.
- Unassigned: This classification includes the residual fund balance for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to a specific purpose within the General Fund. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed or assigned for those specific purposes.

The District does not currently use non-spendable or assigned categories of fund balance. All restricted fund balances relate to external debt service restrictions. The Board of Supervisors, the highest decision making authority of the District, approves the establishment, increase and reduction in committed fund balances by budget resolutions and amendments. All other fund balances are unassigned. Restricted and committed fund balances are always used first for the purposes for which they are designated. Changes to this practice require prior Board of Supervisors approval. A minimum fund balance amount has not been formally adopted.

Budgetary Information

The annual budget is formally adopted by the Board of Supervisors and serves as the legal authorization for expenditures. Legal authority and control are established in accordance with Section 190.008, Florida Statutes. The annual budget, as well as any subsequent amendment, is adopted and approved for the General Fund and Debt Service Fund by the Board of Supervisors. Budgets are adopted on a basis consistent with GAAP. All budget amounts presented in the statements reflect the original budget and the amended final budget.

Assets, Liabilities and Net Position

Cash, Cash Equivalents and Investments The District considers cash and cash equivalents to be cash on hand, demand deposits, cash with fiscal agent, and short-term investments with original maturities of three months or less from the date of acquisition.

The District's investments are recorded at fair value unless the investment qualifies as an external investment pool and follows the guidance in GASB, which allows the investment to be recorded at amortized cost

Under certain criteria. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The method of measuring the fair value of investments uses the fair value hierarchy as defined by GASB.

Receivables and Payables The accounts receivable of the district are recorded in the government-wide and fund financial statements. Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds".

Deferred Outflows/Inflows of Resources In addition to assets, the statement of net position may report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The district has no deferred outflows of resources.

In addition to liabilities, the statement of net position may report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until then. There is one item that qualifies for reporting in this category. This deferred inflow, unavailable revenue, consists of special assessment revenue received/receivable by the district that is applicable to a future period.

Capital Assets Capital assets, which may include property (land), buildings, infrastructure assets (roads, sidewalks, etc.), improvements, equipment, construction in progress and intangible assets, are reported in the government-wide financial statements.

The district has established the threshold for additions to capital assets as an asset with an acquisition cost of $10,000 or more, and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. The district values and records donated capital assets at the estimated acquisition value of the item at the date of its donation.

Routine maintenance and repairs to capital assets are not included in the reported value because they do not increase the capacity or extend the useful life of the capital asset.

Depreciation of capital assets is computed using the straight-line method and is recorded in general government expenses in the district's statement of activities. Estimated useful lives of the assets are as follows:

• Improvements Other Than Building and Structure	40 Years
Furniture and Equipment	5-10 Years

Special Assessments: The district levies an annual bond and maintenance assessment to the land owners:

- **Bond Assessments:** The bond debt is repaid from the proceeds of an assessment levied by the district's Board of Supervisors. The levy is in the form of a non-ad valorem special assessment that will have a lien against properties within the boundary of the district that receive special benefits from the infrastructure improvements financed by the bonds. These assessments may be prepaid in total or in annual installments as a non-ad valorem special assessment. The bond assessment revenue and the debt service activity are accounted for in the Debt Service Fund.

  The assessment methodology consists of five steps.

  - The district Engineer determines the costs for all district improvements needed.
  - The assessable acres that benefit from the district's infrastructure improvements are determined.

- The District Financial Advisor and Underwriter estimate total funding needed to acquire and/or construct the infrastructure improvements.
- This amount is divided equally among the benefited properties on a net assessable acreage basis.
- And finally, as land is platted, the debt on each assessable acre is allocated to each residential unit.

This methodology is applied to both the bond and the maintenance assessments.

- **Maintenance Assessments:** In addition to the assessment for the repayment of bond obligations, the District has levied an assessment for the maintenance of the infrastructure and the operations of the District. This assessment is a part of the General Fund's annual budget. The maintenance assessment revenue is classified as program revenue and is accounted for in the General Fund.
- **Billing and Collection:** The District has entered into an agreement with the Tax Collector of Sumter County. The assessments are placed on the county property tax bill as a non-ad Valorem assessment. They are collected by the county under the Uniform Tax collection process and then remitted to the District.

Net Position

Net investment in capital assets is intended to reflect the portion of net position which is associated with capital assets net of accumulated depreciation less outstanding capital asset related debt.

Restricted net position is assets that have third party (statutory, bond covenant or granting agency) or enabling legislation limits on their use. The District would typically use restricted assets first, as appropriate opportunities arise, but reserves the right to selectively defer the use thereof to a future project or replacement equipment acquisition.

Unrestricted net position represents net position not included in net investment in capital assets or restricted net position.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make various estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenditures/expenses during the reporting period. Some of these estimates include assessing the collectability of the receivables, the useful lives of capital assets, and the collectability of the liabilities. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they could ultimately differ from actual results.

Note 2 - Cash, Cash Equivalents And Investments

The District maintains an approved investment policy in compliance with guidelines established by Florida Statutes.

The primary objective of the District's investment policy is to assure safety and preservation of principal. The policy is designed to mitigate credit and interest rate risk, maintain the necessary liquidity to match expected liabilities and maximize yield. Authorized investments include Local Government Investment pools as provided by section 163.01 Florida Statutes, Securities and Exchange Commission registered money market funds, Interest bearing time deposits or savings accounts in Qualified Public Depositories as defined in Section 280.02.

As the District begins to establish reserves, a formal Long-Term Investment Policy will be established. The primary objective of the District's Long-Term Portfolio Investment policy will be to achieve a long-term (five Years or longer) level of return commensurate with the contemporary economic conditions and equal to or exceeding the then prevailing investment environment.

The District invests a portion of its operating cash in a Qualified Public Depository that meets the requirements of Chapter 280, Florida Statutes "Florida Security for Public Deposits Act". In addition to protection of Up to $250,000 for its deposits with a single bank as provided by the Federal Deposit Insurance Corporation (FDIC), the District's deposits are provided the extra level of security afforded by Using a public depository that meets the requirements of Chapter 280. This includes the provision by the public depository of collateral based on the amount of public deposits maintained at the institution and the ability of the State of Florida to levy other public depositories for shortages in collateral in the event of the failure of a public depository. Citizens First Bank is a Qualified Public Depository.

FLCLASS is an independent local government investment pool designed to generate additional investment income while providing safety and liquidity to meet the District's current liability needs. FLCLASS does not meet the requirements of GASB Statement No. 79 and is measured at Variable NAV, which approximates fair value.

Additionally the District invests Debt Service Funds deposited in the Trust accounts, in U.S. Bank Money Market Deposit Account. The money market fund seeks to provide stable income and preserve capital.

As of September 30, 2024, the District's Cash and Cash Equivalents consisted of:

Cash and Cash Equivalents	Fair Value	Weighted Average Maturity (Days)	Credit Rating
Citizens First Bank demand deposits	50,256	1.0	n/a
FL Cooperative Liquid Assets Securities System, FLCLASS	716,275	30.0	AAAm
US Bank Money Market Fund	2,758,345	1.0	n/a
Total Fair Value	$ 3,524,876		
Portfolio Weighted Average Maturity (WAM)		6.9	

Note 3 - Receivables And Payables

Receivables

The Assessments Receivable The infrastructure of the District is built with Tax-exempt bonds. The proceeds of these bonds are used to construct improvements within the District which consists of roadway improvements, landscaping, open areas, street lights, multi-modal paths, master drainage systems and a water and waste water distribution and collection service system. The bonds are supported by assessments that are levied upon the benefiting properties. The bonds are repaid with monies collected in the annual Tax bill sent out by the County Tax Collector's Offices and appear in the Non-Ad Valorem section of the Tax bill as "Bond Debt Assessment". As of September 30, 2024, the outstanding Assessment Receivable to support the future bond liability for the District was $34,087,428.

Due from Other Governments As of September 30, 2024, a total $68 is due from other governments. The inter-government balances result from the time lag between the dates that (1) inter-government goods and services were provided or reimbursable expenditure occur, (2) transactions are recorded in the accounting system and (3) payments between governments are made.

Due from Other Funds The inter-fund balances result from the time lag between the dates that (1) inter-fund goods and services were provided or reimbursable expenditure occur, (2) transactions are recorded in the accounting system and (3) payments between funds are made. The balance, if any, at September 30, 2024 is expected to be repaid shortly after Year-end from available current assets and next Year funding.

There is no allowance for doubtful accounts as management believes the accounts are fully collectible as of September 30, 2024.

Payables

Accounts Payable As of September 30, 2024, a total $26,398 is due to trade vendors in the normal course of business. This balance is expected to be repaid shortly after Year-end from available current assets and next Year funding.

Due to other Governments As of September 30, 2024, a total $141,683 is due to other governments. The inter-government balances result from the time lag between the dates that (1) inter-government goods and services were provided or reimbursable expenditure occur, (2) transactions are recorded in the accounting system and (3) payments between governments are made. The balance at September 30, 2024 is expected to be repaid shortly after Year-end from available current assets and next Year funding.

Due to Other Funds The inter-fund balances result from the time lag between the dates that (1) inter-fund goods and services were provided or reimbursable expenditure occur, (2) transactions are recorded in the accounting system and (3) payments between funds are made. The balance, if any, at September 30, 2024 is expected to be repaid shortly after Year-end from available current assets and next Year funding.

Due to Developer As of September 30, 2024 a total $3,064,993 is DUe To The Developer. This balance includes all requisitions for the construction of the District received from the Developer in excess of the balance in the construction bond fund. This liability will be paid from any excess funds that become available in the Reserve account in the Debt Service Reserve Fund.

Note 4 - Capital Assets

Capital asset activity for the Year ended September 30, 2024, was as follows:

	Beginning balance	Increases	Decreases	Ending balance
Governmental activities:				
Assets not being depreciated:				
Land	$ 364,612	540,056	-	904,668
Assets being depreciated:				
Improvements other than buildings	34,347,248	-	-	34,347,248
Less accumulated depreciation for:				
Improvements other than buildings	(429,341)	(858,681)	-	(1,288,022)
Total assets being depreciated, net	33,917,907	(858,681)	-	33,059,226
Governmental activities, capital assets	$ 34,282,519	(318,625)	-	33,963,894

Note 5 - Long-Term Debt

Long-Term debt consists of the following Special Assessment Revenue bonds as of September 30, 2024:

$35,100,000 Special Assessment Revenue Bonds, Series 2022 principal installments ranging from $450,000 to $2,475,000 through May 2053 in accordance with the redemption schedule. Interest is due semi-annually on May 1 and November 1 of each year until redemption or maturity. Interest rates range from 5.2% to 6.2%.	$ 34,310,000
Total long-term bond debt	$ 34,310,000
Less current installments of bonds payable	(470,000)
Revenue bonds payable less current installments	$ 33,840,000

The Special Assessment Revenue Bonds are secured by a lien and pledge of revenues under the indentures, which are derived through levy and collection on land within the District specifically benefited. These bonds are additionally secured by amounts on deposit in the funds and accounts created pursuant to the indentures.

The annual requirements to amortize the principal and interest of all revenue bonds payable as of September 30, 2024, are as follows:

	Principal	Interest	Total
Fiscal Year ending September 30,			
2025	470,000	2,090,023	2,560,023
2026	495,000	2,065,323	2,560,323
2027	520,000	2,039,323	2,559,323
2028	550,000	2,012,023	2,562,023
2029	580,000	1,981,775	2,561,775
2030-2034	3,445,000	9,389,295	12,834,295
2035-2039	4,595,000	8,261,218	12,856,218
2040-2044	6,225,000	6,668,925	12,893,925
2045-2049	8,475,000	4,462,140	12,937,140
2050-2053	8,955,000	1,444,600	10,399,600
Total	$ 34,310,000	40,414,645	74,724,645

The following is a summary of changes in long-term debt:

	Beginning balance	Additions	Reductions	Ending balance	Due within one year
Governmental activities:					
Bonds payable	$ 35,100,000	-	(790,000)	34,310,000	470,000
Governmental activities					
Long-term debt	$ 35,100,000	-	(790,000)	34,310,000	470,000

Debt Covenants and Pledged Revenues

The Bond indentures contain significant limitations and restrictions on the District regarding annual debt service requirements, the use of certain restricted accounts, minimum sinking fund balances and minimum revenue bond coverage. Management believes that the District has complied with all material financial- related covenants.

The District has pledged certain benefit special assessment revenue to pay the principal and interest on special assessment bonds issued to pay for infrastructure improvements. These special assessment revenue bonds were outstanding on September 30, 2024.

Description of Debt	Pledged Revenue	Funds Available	Principal and Interest Paid	Estimated Percent Pledged	Outstanding Principal and Interest	Pledged Through
Special Assessment Revenue Bonds, Series 2022	Special Assessments Phase I	$ 3,144,910	$ 2,560,689	100%	$ 74,724,643	2053

Note 6 - Related Parties

The District has no employees. For certain management, finance, technology and administrative services, the District entered into an inter-local agreement with Village Center Community Development District (Center District), a community development district created under Florida Statute 190. Under the agreement,

management fees accrued to the center district by the district for such services totaled $117,744 for the year ended september 30, 2024.

Also, the district entered into an inter-local agreement with east port community development district, a community development district created under florida statute 190. under the agreement, stormwater management fees accrued to the east port community development district by the district for such services totaled $19,007 for the year ended september 30, 2024.

The district has an agreement with the middleton downtown community development district (MDCDD) for maintenance of projectwide improvements. this fund under MDCDD is designed for the districts west of land located south of CR 470 to share in the cost to maintain improvements and facilities that extend beyond the geographic boundaries of those districts and benefit all residents of the districts. each participating district is allocated a proportionate share based on assessable acreage for the actual cost of maintaining the projectwide improvements. during the fiscal year ending september 30, 2024, the districts allocation to projectwide was $559,678. as of september 30, 2024 the district has a balance of $139,900 due to MDCDD related to the projectwide fees.

The district paid middleton utility, a developer owned utility company, a total of $42 FY 2024. The district paid The daily sun, a developer owned newspaper company, a total of $1,401 for certain legal advertisements.

Note 7 - Transfers In (Out)

during the fiscal year, $19,900 was transferred from the capital projects fund to the debt service fund to pay down deferred construction costs.

Note 8 - Risk Management

The district is exposed to various risks of loss related to general liability, crime, auto liability, employee practice liability, theft, damage and destruction of assets, errors and omissions and natural disasters. to manage much of this risk, the district carries insurance, however, the district retains risk for certain property coverage and for losses in excess of coverage limits. any settled claims from these risks have not exceeded commercial insurance coverage in any of the past three years.

Note 9 - Subsequent Events

Following The Year-end, on OcTober 18, 2024, The DisTricTissUed Special AssessmenTReVenUe Bonds Series 2024 in The amoUnTof $25,600,000, bearing an inTeresTraTe of 3.70% To 4.75% per annUm, maTUring on MaY 1, 2055. The debTis secUred bY special assessmenTreVenUes and is inTended To finance The consTrUcTion and/or acqUisiTion of The Phase II infrasTrUcTUre.

Other Reports

Annual Financial Report

PURVIS GRAY

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Supervisors
Middleton Community Development District A
The Villages, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Middleton Community Development District A (the District) as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated March 14, 2025.

Report on Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

CERTIFIED PUBLIC ACCOUNTANTS
Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa
purvisgray.com
Members of American and Florida Institutes of Certified Public Accountants

Board of Supervisors
Middleton Community Development District A
The Villages, Florida

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Purvis Gray

March 14, 2025
Ocala, Florida

PURVIS GRAY

MANAGEMENT LETTER

Board of Supervisors
Middleton Community Development District A
The Villages, Florida

Report on the Financial Statements
We have audited the financial statements of Middleton Community Development District A (the District) as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated March 14, 2025.

Auditor's Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements
We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with the American Institute of Certified Public Accountants *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated March 14, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General,* requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings in the prior audit report.

Official Title and Legal Authority
Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements (see Note 1 of the District's September 30, 2024, basic financial statements for this information). There are no component units related to the District.

Financial Condition and Management
Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

CERTIFIED PUBLIC ACCOUNTANTS
Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa
purvisgray.com
Members of American and Florida Institutes of Certified Public Accountants

Board of Supervisors
Middleton Community Development District A
The Villages, Florida

MANAGEMENT LETTER

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special Districts
For information required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i) 7 and 9, *Rules of the Auditor General*, please see attached information provided by management that is unaudited and, accordingly, we do not express an opinion or provide any assurance on the information.

Additional Matters
Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred or is likely to have occurred, that has an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of This Letter
Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.

Purvis Gray

March 14, 2025
Ocala, Florida

Attachment to the Management Letter
For the Year Ending September 30, 2024

Specific Information (For a dependent special district or an independent special district, or a local government entity that includes the information of a dependent special district)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Middleton Community Development District - A reported:

a) The total number of district employees compensated in the last pay period of the district's fiscal year as ___N/A___.

b) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as ___N/A___.

c) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as ___N/A___.

d) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as ___N/A___.

e) Each construction project with a total cost of at least $65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as ___$0___.

f) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as _____. ***This is discussed in the "General Fund Budgetary Highlight" section of the Management Discussion and included as a "Budget to Actual" statement in the "Basic Financial Statements", page 16.***

Note: If the required information for a dependent special district is fulfilled by inclusion in the primary local government's audit report, a statement to that effect should be made in the dependent special district's audit report, and vice versa.

Specific Information (For an independent special district that imposes ad valorem taxes) Not Applicable

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the (name of district) reported:

a) The mileage rate or rates imposed by the district as ___N/A___.

b) The total amount of ad valorem taxes collected by or on behalf of the district as ___N/A___.

c) The total amount of outstanding bonds issued by the district and the terms of such bonds as ___N/A___.

Specific Information (For an independent special district that imposes non-ad valorem special assessments)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)9, Rules of the Auditor General, the (name of district) reported:

a) The rate or rates of non-ad valorem special assessments imposed by the District as __n/a__ for maintenance and bond payment assessment.

b) The total amount of special assessments collected by or on behalf of the district as $4,708,962.

c) The total amount of outstanding bonds issued by the district and the terms of such bonds as $34,310,000.

Middleton Community Development District - A
FY-2023/2024
Sumter County Assessment Infor.

Village Name or Unit Number	Net Acres	FY-2023/2024 Maint. Rate	FY-2023/2024 Debt Rate
Unit 1-B	17.82	1,298.08	2,273.59
Unit 1-C	16.99	1,428.89	2,502.69
Unit 1-D	2.98	2,120.66	3,714.31
Unit 2-A	3.05	777.25	1,361.34
Unit 2-B	3.82	1,225.85	2,147.07
Unit 2-C	17.58	1,269.33	2,223.22
Unit 2-D	33.95	2,131.56	3,733.42
Unit 3-D	27.52	1,611.66	2,822.82
Unit 3 Prem Flex 1	3.32	9,332.65	16,346.07
Unit 3 Prem Flex 2	2.88	4,857.47	8,507.83
Unit 3 Prem Series	4.70	4,954.46	8,677.70
Unit 4-A	2.06	823.79	1,442.86
Unit 4-B	10.23	1,254.56	2,197.34
Unit 4-C	19.44	1,396.89	2,446.64
Unit 4-D	9.61	2,266.39	3,969.57
	175.95		
multi family-1	4.64	31,510.41	-
multi family-2	16.00	108,656.57	-
	20.64		
	196.59		

PURVIS GRAY

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH FLORIDA STATUTES, SECTION 218.415 - INVESTMENT OF PUBLIC FUNDS

Board of Supervisors
Middleton Community Development District A
The Villages, Florida

We have examined Middleton Community Development District A's (the District) compliance with Section 218.415, Florida Statutes, with regards to the District's investments during the fiscal year ended September 30, 2024. District management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied with the aforementioned requirements during the fiscal year ended September 30, 2024, in all material respects.

This report is intended solely for the information and use of the Florida Auditor General, the Board of Supervisors of the District, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

Purvis Gray

March 14, 2025
Ocala, Florida

CERTIFIED PUBLIC ACCOUNTANTS
Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa
purvisgray.com
Members of American and Florida Institutes of Certified Public Accountants

First Amendment to the Offering Plan for MIDDLETON

Dated: July 29, 2025

7580 Middleton Drive
Middleton, Florida 34762

This is the First Amendment to the initial Offering Plan (the "First Amendment") for Middleton. The initial Offering Plan was accepted for filing on July 19, 2024 (the "Offering Plan"). This First Amendment amends the Offering Plan as follows:

1. ADDRESS OF THE COMMNUNITY

The Community has been assigned a street address. The address of the Community is 7580 Middleton Drive, Middleton, FL 34762.

2. CHANGE IN THE ESCROW AGENT

Sponsor is changing its escrow agent for New York Purchasers' deposits due to the upcoming dissolution of its current escrow agent, McLin & Burnsed, P.A. ("Former Escrow Agent"). Smith Campbell, P.A. will hereafter be the "Escrow Agent" (sometimes referred to herein as the "New Escrow Agent") for New York Purchasers' deposits under the Offering Plan.

The New Escrow Agent has an address of 26736 US-27, Suite 202, Leesburg, FL 34748. The New Escrow Agent is authorized to act as an escrow agent in accordance with General Business Law Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder, and has submitted itself to the jurisdiction of the State of New York for purposes of administration of the escrow account for this New York Offering Plan and for any cause of action arising out of the escrow provisions of the escrow agreement between Sponsor and the New Escrow Agent.

The New Escrow Agent has established an escrow account (the "Escrow Account," and sometimes referred to herein as the "New Escrow Account"), at Truist Bank located at 4524 County Road 48, Okahumpka, FL 34762. The New Escrow Account is an Interest On Trust Account ("IOTA") established pursuant to Section 5-1(g) of the Rules and Regulations of the Florida Bar where interest inures to the benefit of the Florida Bar Foundation. The New Escrow Account has been established as an IOTA account because the nominal interest that could be earned on deposits in the Escrow Account would not be in excess of the costs to secure such income. No interest will be earned on a New York Purchaser's behalf on the funds held in the New Escrow Account.

Former Escrow Agent has provided Sponsor with written notice of its impending dissolution and intent to resign as escrow agent. In accordance with the terms of the existing New York

Addendum (which serves as the Escrow Agreement between the Sponsor and Escrow Agent) and 13 NYCRR § 22.3, the resignation of Former Escrow Agent will be effective upon the filing of this First Amendment with the Department of Law and notice to each affected Purchaser of the identity of the New Escrow Agent, the bank where the New Escrow Account is held, and the account number of the New Escrow Account. Immediately upon Former Escrow Agent's resignation, all of its duties and obligations pursuant to the existing New York Addendum, GBL §§ 352-e(2-b) and 352-(h) and the Department of Law's regulations governing escrow will terminate. Former Escrow Agent shall thereafter promptly deliver all funds held by it in escrow, and all corresponding contracts or documents maintained by it, to the New Escrow Agent. Until such time as the resignation is effective, all funds of existing New York Purchasers will remain in the Former Escrow Agent's escrow account in accordance with the provisions of the existing New York Addendum.

3. UPDATES TO PART I OF THE OFFERING PLAN

I. SPONSOR AND SELLING AGENT'S ADDRESSES

The *Cover Page* of the Offering Plan is updated to replace both the Sponsor and the Selling Agent's addresses with the following addresses:

SPONSOR:
The Villages Development Company, LLC
7580 Middleton Drive
Middleton, FL 34762

SELLING AGENT:
The Villages of Lake-Sumter, Inc.
7580 Middleton Drive
Middleton, FL 34762

II. ESCROW AGENT AND ESCROW ACCOUNT

Pursuant to the change described in Section 2 above, the paragraph under the heading "The Escrow Agent" in the subsection entitled "Escrow" in the *Procedure to Purchase* section of Part I of the Offering Plan is hereby deleted in entirety and replaced with the following:

> The law firm of Smith Campbell, P.A., with an address at 26736 US-27, Suite 202, Leesburg, Florida 34748, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. The attorneys who can authorize the withdrawal of funds from the Escrow Account (defined below) and who are authorized to act and execute documents on Escrow Agent's behalf are: (i) Philip S. Smith, Esq., an attorney licensed to practice law in the State of Florida, and (ii) Christina Campbell, Esq., an attorney licensed to practice law in the State of Florida. Such attorneys have submitted themselves to the jurisdiction of the laws of the state of New York for

any cause of action arising out of the escrow provisions set forth in the escrow agreement. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing. The Escrow Agent shall only be responsible for and have a fiduciary duty to the parties relating to deposits (which are good funds) ("Deposits") actually delivered to Escrow Agent.

4. UPDATE TO PART II OF THE OFFERING PLAN

I. ADDENDUM TO PURCHASE AGREEMENT

"Exhibit J" in Part II of the Plan, is hereby replaced with the New York Addendum attached to this First Amendment as **Exhibit A**. The New York Addendum has been revised to reflect the filing of this First Amendment and the change in the Escrow Agent, as described in further detail above. The enclosed version of the New York Addendum will be implemented in sales with New York Purchasers upon approval of this First Amendment.

5. OFFERING PLAN EXTENSION

This First Amendment does not extend the term of the Offering Plan.

THE VILLAGES DEVELOPMENT COMPANY, LLC

Sponsor

Exhibit A

New York Addendum to Purchase Agreement

NEW YORK ADDENDUM
MIDDLETON

THIS NEW YORK ADDENDUM TO PURCHASE AGREEMENT ("Addendum") is made simultaneously with the execution of the Purchase Agreement ("Contract") by and between **The Villages Development Company, LLC** ("Seller") and the Purchaser(s) ("Purchaser") named in such Contract who has/have purchased the residence set forth below:

Purchaser(s) _____

Homesite/Home _____ in the community known as Middleton.

NEW YORK CONTRACT PROVISIONS

State Disclosure Requirements

- **New York Offering Plan dated July 19, 2024 ("Offering Plan");**
- **First Amendment to the Offering Plan dated July 29, 2025 ("First Amendment").**

1. Sale Subject to New York Offering Plan. This purchase is subject to representations of Seller (the Sponsor under the Offering Plan) in the Offering Plan delivered to Purchaser at or prior to the time they sign the Contract as well as the obligations of Seller, as Sponsor, pursuant to the General Business Law of the State of New York.

2. Conflicts. Seller acknowledges that any conflict between the Offering Plan and the Contract will be resolved according to the terms of the Offering Plan.

3. Escrow of Deposits, Down Payments or Advances.

   a. The law firm of Smith Campbell, P.A., with an address of 26736 US Highway 27, Suite 202, Leesburg, FL 34748, shall serve as escrow agent ("Escrow Agent") for Seller and Purchaser. The attorneys who can authorize the withdrawal of funds from the escrow account and who are authorized to act and execute documents on the Escrow Agent's behalf are: (i) Philip S. Smith, Esq., an attorney licensed to practice law in the State of Florida, and (ii) Christina Campbell, Esq., an attorney licensed to practice law in the State of Florida. Such attorneys have submitted themselves to the jurisdiction of the laws of the State of New York for any cause of action arising out of the escrow provisions set forth in the escrow agreement. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor/Seller, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing. The Escrow Agent shall only be responsible for and have a fiduciary duty to the parties relating to deposits (which are good funds) ("Deposits") actually delivered to Escrow Agent.

   b. The Escrow Agent shall indicate its agreement to the terms of this Addendum pertaining to the escrow of Purchaser's funds by signing a copy of this Addendum where indicated

below once Seller delivers a copy of the Contract and immediately negotiable funds constituting the Deposit to Escrow Agent.

c. The Escrow Agent has established the escrow account at Truist Bank located at 4525 County Road 48, Okahumpka, FL 34762 (the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of two hundred fifty thousand dollars ($250,000) per depositor. Any deposit of a depositor in excess of two hundred fifty thousand ($250,000) will not be federally insured. The Escrow Account is an IOTA Account established pursuant to Section 5-1(g) of the Rules and Regulations of the Florida Bar where interest inures to the benefit of the Florida Bar Foundation because the nominal interest that could be earned on such Deposits would not be in excess of the costs to secure such income. No fees of any kind may be deducted from the Escrow Account, and Seller shall bear all costs associated with the maintenance of the Escrow Account.

d. All Deposits received by Purchaser shall be in the form of purchaser checks or wire transfers and shall be made payable to or endorsed by Purchaser to the order of the Escrow Agent. Any Deposits made for upgrades, extras, or custom work at the time of entering into the Contract or thereafter shall be initially deposited into the Escrow Account, and released in accordance with the terms of a written agreement between Purchaser and Seller. Any payments not part of the Contract for such items will be between Purchaser and Seller pursuant to a separate written agreement, if any.

e. Within five (5) business days after the Contract has been tendered to Escrow Agent along with the Deposit (in good funds), the Escrow Agent shall sign this Addendum to the Contract and place the Deposit into the Escrow Account. With ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Seller, confirming the deposit. The notice shall provide the account number and the fact that the funds are in an IOTA account for which Purchaser will not earn interest. The Escrow Agent is obligated to send notice to Purchaser once the Deposit is placed in the Escrow Account. The notice shall be deemed delivered when sent. If Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, they may cancel the Contract within ninety (90) days after tender of the Contract and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor New York, NY 10005-1495. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely sent to Purchaser.

f. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Contract, are and shall continue to be Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

Under no circumstances shall Seller seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by closing on at least one (1) home in Middleton. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Contract and this Addendum upon closing of title to the property being purchased and delivery to Escrow Agent of a completed Settlement Statement signed by Seller and Purchaser; or

(b) in a subsequent writing signed by both Seller and Purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both Purchaser and Seller prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release; provided however, if the Escrow Agent cannot contact either Seller or Purchaser for any reason whatsoever, or does not know of their whereabouts or their continued existence and/or operation of a business, then the Escrow Agent may continue to hold such funds until such time as it receives written permission signed by both parties or other directions on where to release such Deposit. Escrow Agent shall incur no liability whatsoever for failure to release and/or disburse such funds held in Escrow prior to written instructions by both Seller and Purchaser or by waiting for a final, non-appealable order or judgment of a Court. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time, but not the obligation, to deposit the Deposit contained in the Escrow Account with the Clerk of the County where the property is located and shall give written notice to both parties of such deposit. Upon depositing the Deposit with the Clerk, the Escrow Agent shall be released from all further liability under the Escrow Agreement and both Seller and Purchaser will indemnify and hold Escrow Agent harmless and free of any costs or expense including all attorneys' fees and costs that may be incurred in depositing such funds with the Clerk. To the extent that the Escrow Agent is required to file a formal interpleader with a Court of competent jurisdiction in order to deposit the Deposit with the Clerk, all costs and expenses, including attorney's fees shall be the obligation of Seller and Purchaser and the Court may pay such fees and costs due to the Escrow Agent from the Deposit deposited with the clerk.

Seller shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an Amendment to the Offering Plan; or

(b) all Purchasers after an Amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

g. Escrow Agent shall maintain all records concerning the Escrow Account for seven years after release of the Deposit. Upon the dissolution of the law firm which was Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the New York State Department of Law of such transfer. Escrow Agent shall make available to the Attorney General, upon request, all books and records of Escrow Agent relating to the funds deposited and disbursed hereunder.

h. Escrow Agent shall maintain the Escrow Account under its direct supervision and control. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL§§ 352(e)(2-b) and 352(h). Notwithstanding anything to the contrary contained herein, Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Addendum and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

i. Seller agrees that Seller/Sponsor and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the property to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser, using such transmittal forms as required by Escrow Agent

j. Seller agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the Department of Law's regulations.

k. The escrow provisions of this Addendum shall remain in effect unless and until it is canceled by either: (i) Written notice given by Seller to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the Department of Law. Purchaser shall be deemed to have consented to such cancellation; (ii) The resignation of Escrow Agent, which shall not take effect until Escrow Agent is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the Department of Law, and notice is given to Purchaser of the

identity of the successor escrow agent, the bank where the Deposit is being held, and the account number therefor; or (iii) if due to lack of cooperation between Seller or Purchaser with Escrow Agent or the non-payment of Escrow Agent's fees by Seller such that the Escrow Agent deposits all amounts held in the Escrow Account with the Clerk of a court of competent jurisdiction.

l. Upon termination of the duties of Escrow Agent as described above, Escrow Agent shall deliver the Deposit held by Escrow Agent and the Contract and any other documents maintained by Escrow Agent relating to the Deposit to the successor escrow agent or the Clerk of the Court as applicable.

m. Seller, as Sponsor and individually, agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Addendum or the performance or non-performance of Escrow Agent's duties under this Addendum, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of this Addendum or involving gross negligence of Escrow Agent, which bad faith, willful disregard or gross negligence involves diverting the money in contravention of the express terms of the Contract. It is understood and agreed that these escrow provisions are joint order escrow provisions and that Escrow Agent shall never be obligated to act hereunder unless it receives satisfactory instructions executed on behalf of both Seller and Purchaser instructing Escrow Agent what to do with the funds contained in escrow. Notwithstanding anything to the contrary contained herein, Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Addendum and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself. It is the intention of the parties that regardless of the nature of any dispute hereunder, a court interpreting this Addendum shall award Escrow Agent one hundred percent of actual costs and expenses incurred in the event of any dispute under this Addendum at the normal hourly rates of its billing professionals without regard to any additional inquiry as to their propriety or reasonableness absent a showing of bad faith, as the nature of the relationship is one of full and complete indemnity. In the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover reasonable attorneys' fee and costs incurred and awarded by the Court, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. Notwithstanding the foregoing, nothing contained in this section shall be construed to in any way nullify the provisions of 13 NYCRR 22.3(K)(2)(XII).

n. The escrow provisions of this Addendum shall be governed by the Law of New York although venue is proper where the funds are on deposit by the Escrow Agent.

4. Purchaser acknowledges having received and read a copy of the Offering Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the

State of New York, at least three (3) business days prior to Purchaser's signing the Contract. If, however, Purchaser did not receive a copy of the Offering Plan at least three (3) business days prior to signing the Contract, Purchaser may rescind the Contract by sending written notice of such rescission to Seller by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days from the date Purchaser delivers an executed Contract, to Seller.

The notice must be mailed to:	The Villages Development Company, LLC 7580 Middleton Drive Middleton, FL 34762
With a copy to:	Smith Campbell, P.A. 26736 US Highway 27, Suite 202 Leesburg, FL 34748

5. Seller acknowledges and agrees that this Addendum is part of the Contract, as Purchaser is a resident of the State of New York solicited by Seller in or from the State of New York purchasing property in Middleton pursuant to the Offering Plan, as amended.

RECEIPT FOR

- **New York Offering Plan dated July 19, 2024 ("Offering Plan"); and**
- **First Amendement to the Offering Plan dated July 29, 2025 ("First Amendment").**

As evidenced by the signature(s) on this Addendum, Purchaser hereby acknowledges that Purchaser has received and has been afforded the opportunity to read the **Offering Plan, as amended.**

(Signatures appear on the following page)

Dated: July 29, 2025

In Witness Whereof, this Addendum has been signed and sealed on the date of the Contract also set forth below by Purchaser and Seller.

PURCHASER	**SELLER**
	The Villages Development Company, LLC
_____	BY: _____
Signature of Purchaser (SEAL)	(SEAL)
_____	ITS: _____
Signature of Purchaser (SEAL)	(SEAL)
_____	_____
Date	Date

ESCROW AGENT - Smith Campbell, P.A.

ACKNOWLEDGES RECEIPT OF

1. The executed Contract and this Addendum signed by Seller and Purchaser;

2. $_____ which has been placed in the Escrow Account described above.

The Deposit is in an IOTA account with interest inuring to the Florida Bar Foundation and no interest will be earned on such account by Purchaser. This is because the costs of maintaining such funds would exceed the nominal interest earned on such an account.

BY: _____

_____
Print name of person at the firm receiving funds.

_____
Date

NEW YORK COMMUNITY DEVELOPMENT DISTRICT OFFERING PLAN FOR

MIDDLETON

Located at

Central Parkway, City of Wildwood, Sumter, Florida

Initial Offering of Homes	1,000 Homes in Phase I: Unit 1, Phase I: 250 Homes Unit 2, Phase I: 319 Homes Unit 3, Phase I: 144 Homes Unit 3B, Phase I: 13 Homes Unit 4, Phase I: 274 Homes
Future Offering of Homes* *This information provided is based upon Sponsor's present development plan of 4,000 Homes to be developed in a number of Units in four overall Phases; however, Sponsor has not platted any Phase other than Phase I and is reserving the right to modify its development plan in its sole discretion. The Community may ultimately consist of more or less than 4,000 Homes.	Phase II: 1,000 Homes Phase III: 1,000 Homes Phase IV: 1,000 Homes

TOTAL OFFERING:

There is no homeowners' association that owns or maintains any common property, so there is no separately assessed value.

Sponsor
The Villages Development Company, LLC
3619 Kiessel Road
The Villages, Florida 32163

Selling Agent
The Villages of Lake-Sumter, Inc.
3619 Kiessel Road
The Villages, Florida 32163

Sponsor's Attorney
Carmel & Reyes PLLC
2141 Wisconsin Ave. NW, Suite M
Washington, DC, 20007

THE DATE OF ACCEPTANCE FOR FILING OF THIS OFFERING PLAN IS:

JULY 19, 2024

SEE PAGE 5 FOR SPECIAL RISKS TO PURCHASERS

THIS OFFERING PLAN IS THE ENTIRE OFFER TO SELL RESIDENCES IN A COMMUNITY THAT ARE SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE

DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING ANY RESIDENCES SUBJECT TO COMMUNITY DEVELOPMENT DISTRICTS. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

THIS OFFERING PLAN CONTAINS THE TERMS OF THE OFFER OF SALE AND THE OBLIGATIONS OF THE SPONSOR.

PLEASE READ IT CAREFULLY.

THE PROPERTY YOU ARE PURCHASING IS PART OF A PRIVATE SELF-GOVERNING COMMUNITY WHICH IS INITIALLY SUBSTANTIALLY CONTROLLED BY THE SPONSOR.

YOUR OBLIGATIONS AS A HOME OWNER ARE INCLUDED IN THIS PLAN. THIS PLAN IS PREPARED AND ISSUED BY THE SPONSOR OF THIS COMMUNITY. IT HAS BEEN FILED WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, DEPARTMENT OF LAW, REAL ESTATE FINANCING BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005-0332.

TABLE OF CONTENTS

PART I

SPECIAL RISKS 1
INTRODUCTION 10
DESCRIPTION OF COMMON AREAS AND FACILITIES TO BE OWNED AND MAINTAINED BY THE COMMUNITY DEVELOPMENT DISTRICT 18
BUDGET FOR MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A FOR THE 2023-2024 FISCAL YEAR 23
ACCOUNTANT'S CERTIFIED STATEMENT OF OPERATION 53
EXISTING COMMERCIAL OR PROFESSIONAL TENANTS 92
INTERIM LEASES 92
PROCEDURE TO PURCHASE 92
FINANCING FOR QUALIFIED PURCHASERS 101
TERMS OF SALE 101
RIGHTS AND OBLIGATIONS OF THE SPONSOR AS STIPULATED UNDER NEW YORK LAW 102
CONTROL BY THE SPONSOR 106
RESTRICTIVE COVENANTS AND THE OPERATION OF THE COMMUNITY DEVELOPMENT DISTRICT 107
OPINION OF COUNSEL 118
LOCAL GOVERNMENT APPROVAL 121
RESERVE/WORKING CAPITAL FUND 121
MANAGEMENT AGREEMENT, CONTRACTS, AND LEASES 121
IDENTITY OF PARTIES 122
REPORTS TO RESIDENCE OWNERS 124
DOCUMENTS ON FILE 125
GENERAL 125
SPONSORS STATEMENT OF SPECIFICATIONS AND BUILDING CONDITION 126

PART II

CONTRACT OF SALE ..... Exhibit A
FORM OF DEED TO CDD ..... Exhibit B
DESCRIPTION OF PROPERTY AND SPECIFICATIONS ..... Exhibit C
SITE PLAN ..... Exhibit D
PLATS ..... Exhibit E
LOCATION MAP ..... Exhibit F
PLANS OF CDD PROPERTY ..... Exhibit G
DECLARATIONS OF COVENANTS AND RESTRICTIONS ..... Exhibit H
CDD ESTABLISHING DOCUMENS ..... Exhibit I
NEW YORK ADDENDUM ..... Exhibit J
CERTIFICATIONS ..... Exhibit K
CERTIFICATION BY SPONSOR
CERTIFICATION OF SPONSOR'S ENGINEER

SPECIAL RISKS

1. Out-of-State Community

This Offering Plan is for the offering of Homesites (defined herein below) with Homes (defined herein below) in a Florida community to Purchasers who are residents of the State of New York only. Sponsor may cause this Community to be offered for sale to Purchasers in other states where prior governmental-issued approval of the offering is not required or is required and has been obtained. Prospective Purchasers that are New York residents should note that Florida laws, requirements, practices and procedures in the offering, sale and purchase of real estate may differ from those for the purchase and sale of real estate within New York State. This Offering Plan which has been drafted in accordance with New York law and complies with 13 NYCRR § 22, is for offerings to New York residents in or from the State of New York only.

2. Nearby Construction Activity and Inherent Construction Risks:

Each Owner agrees and acknowledges that the Community is a new development that will continue to grow and expand. Consequently, there may be certain inconveniences, including, but not limited to, interruption of travel caused by road construction, noise, dust, odors and debris associated with construction, until all construction within the Community is complete.

The construction of future sections and facilities will be performed in accordance with industry standards in Florida and in substantial compliance with the plans and specifications therefore. However, all residential construction is subject to variations from construction plans, including imperfections and expected minor flaws.

3. Interstate Land Sales Full Disclosure Act

The Sponsor believes that the Community is wholly exempt from the Interstate Land Sales Full Disclosure Act ("ILSFDA") pursuant to the "Improved Lot Exemption" (15 U.S.C. § 1702(a)(2)). Accordingly, no ILSFDA Statement of Record for this Community has been filed with the Consumer Financial Protection Bureau ("CFPB"). A Purchaser who enters into an agreement to purchase a Home in the Community will not receive a CPFB-approved Property Report and will not have the rights afforded Purchasers of lots which are not otherwise exempt from ILSFDA registration and disclosure requirements. Notwithstanding the exemption of this offering from ILSFDA, all Purchasers of Homes in the Community are afforded all rights granted by applicable Florida and New York laws.

4. Development Services Agreement

The Sponsor has entered into a Development Services Agreement with an affiliated company, The Villages of Lake Sumter, Inc., a Florida corporation (VLS). VLS and the Sponsor, The Villages Development Company, LLC (VDC), are part of a closely held

development group in Central Florida. Pursuant to the Development Services Agreement, VLS will assist Sponsor with the development and sale of Homes in the Community. The basis of the Development Services Agreement is that VLS has significant experience, expertise and know-how in the development of residential housing and commercial developments. VLS will market the Community; however, is only doing so as a contracted service provider on behalf of VDC. VLS is acting only as the Selling Agent. Notwithstanding the foregoing, VDC is the entity ultimately responsible for and causing the development of the Community (though it may contract with VLS or any of its affiliates as a "contractor" for the performance of the construction). Further, VDC will be the "Seller" under the contract to purchase a Homes in the Community, and the "Builder" of the Homes, and Purchasers may look solely to VDC as to their rights and obligations. See sections in Part I of the Offering Plan titled *Introduction* and *Identity of Parties*.

5. No Master Home Owners Association

There is no master home owners' association for the Community, and therefore, there is no common property in the Community that is owned by a master home owners association. Rather, infrastructure improvements and recreational facilities and amenities that will be constructed in the Community will be conveyed by the Sponsor to a Community Development District (CDD), Middleton Community Development District A (MCDDA). MCDDA will own and maintain the infrastructure improvements and recreational facilities and amenities dedicated or conveyed to it, and charge owners of Homes in the Community annual non-valorem assessments much like a town, city or county. MCDDA will own the following infrastructure improvements and recreational facilities and amenities: recreation centers, stormwater management and drainage improvements, stormwater collection systems located outside of public rights-of-way, landscaping and irrigation in common areas, any common area tracts shown on the various plat of the Community as being dedicated to MCDDA. Before the Sponsor conveys the facilities, it is obligated to repair any damage from a casualty or other cause. See sections in Part I of the Offering Plan titled *Introduction* and *Terms of Sale*.

6. Community Development District

The infrastructure, common areas and amenities in the Community that would normally be owned by a property or homeowners association will be owned, operated and maintained by a Community Development District. A Community Development District, or "CDD," is a special purpose governmental entity formed to serve the long-term specific needs of a community. Created pursuant to Chapter 190 of the Florida Statutes, a CDD's main powers are to plan, finance, construct, operate and maintain community-wide infrastructure and services specifically for the benefit of its residents. A CDD is governed by its Board of Supervisors, which is generally initially elected by the community's developer and transitions to elected residents over time. Like all municipal, county, state and national elections, the Office of the Supervisor of Elections oversees the vote, and the CDD Supervisors are subject to state ethics and financial disclosure laws. A CDD's business is conducted in the "sunshine," which means that all meetings and records are open to the public. Public hearings are held on the CDD's assessments, and the CDD's

budget is subject to annual independent audit. There is a single overarching CDD, called the Middleton Community Development District A (defined below as "MCDDA"), comprising the Community. See sections in Part I of the Offering Plan titled *Introduction* and *Restrictive Covenants and the Operation of the Community Development District*.

7. CDD Assessments

MCDDA shall have the authority to impose and levy taxes or assessments, or both taxes and assessments, pursuant to the authority granted under Chapter 190, Florida Statutes. Owners will be responsible for paying two types of CDD assessments: (i) Maintenance Assessments (defined below), and (ii) Bond Assessments (defined below). CDD Assessments (defined below) are non-ad-valorem taxes that will appear on the annual property tax bill from Sumter County, and, like ad-valorem property taxes, are in addition to other costs of home ownership. MCDDA also has the authority to assess ad valorem taxes on the property within the district. See section in Part I of the Offering Plan titled *Restrictive Covenants and the Operation of the Community Development District*.

8. Development Agreement

MCDDA is located within the city limits of the City of Wildwood in Sumter County, Florida and lies within The Villages of Southern Oaks (VOSO), which was approved on May 8, 2017 in a Development Agreement between The Villages Land Company, LLC ("VLC") and the City of Wildwood ("VOSO Development Agreement"). The VOSO Development Agreement established the area comprised by it, referred to as The Villages of Southern Oaks or VOSO, as Age Restricted Development (ARD). VLC has since entered into three (3) separate Development Agreements (including the original VOSO Development Agreement) with the City of Wildwood for three areas: Area A, Area B, and Area C. The land covered by each Development Agreement is located within VOSO. Each Development Agreement establishes the land use of the property covered thereby as "ARD" and approves such land for ARD zoning, and each has been amended and restated numerous times to add additional property to the respective Area. The land constituting Middleton is located within Area B and is covered by the Area B Development Agreement (referred to herein as the "Area B Development Agreement"). Notwithstanding the title as "Age Restricted Development," this land use and zoning category permits both age restricted and non-age restricted communities. The Community is not an age-restricted community. The Community will be developed in compliance with the rights, uses, limitations, and standards promulgated by the Area B Development Agreement. All Homes are subject to the Area B Development Agreement, and the improvements and activities by an Owner on a Homesite shall be in compliance with the Area B Development Agreement at all times. See section in Part I of the Offering Plan titled *Introduction*.

9. Interlocal Agreement

Chapter 190 Florida Statutes, Special Powers, Section 190.12 authorizes Community Development Districts to provide certain specified services for its property owners. On

May 12, 2022, MCDDA entered into an Interlocal Agreement with VCCDD for the provision of management, finance, and administrative services to its residents by Village Center Community Development District (VCCDD). In exchange for its services, MCDDA shall provide annual compensation to VCCDD in such amount as approved by the MCDDA Board as reflected in the MCDDA budget. Such costs shall be passed on to Owners as part of the Maintenance Assessments. The Interlocal Agreement has a term of twenty (20) years from effectiveness of the Interlocal Agreement. The Interlocal Agreement may be terminated prior to the expiration of the term if the Boards of both CDDs mutually agree to such termination, or it may be renewed at expiration of the term. In the event the Interlocal Agreement is terminated or not renewed, MCDDA may either engage a third-party management company or hire their own employees for management. Any of the foregoing courses of action may result in CDD Assessments increasing or decreasing, or may have no effect on the level of CDD Assessments. There is no way of predicting, at this time, whether the Interlocal Agreement will be renewed at the end of the twenty (20) year term. VCCDD is a public agency and is not a business affiliate or associate of the Sponsor. Interlocal Agreements between CDDs are customary and permissible under Section 190.011 of Chapter 190, Florida Statutes. See sections in Part I of the Offering Plan titled *Introduction* and *Management Agreement, Contracts, and Leases*.

10. Sponsor's Control

MCDDA is governed by a five (5) seat Board that has been initially elected by the landowners in MCDDA. The Sponsor, as a landowner, is entitled to one (1) vote per acre of land in MCDDA owned by it. Over time, control of the Board (i.e., residents' ability to control at least three (3) of the five (5) seats) will transition to residents of MCDDA. Turnover of control of the Board is dictated by Chapter 190, Florida Statutes. Commencing six (6) years after the initial appointment of the Supervisors, and once two hundred fifty (250) registered voters (or qualified electors) reside in MCDDA, the seats will transition (referred to as "Turnover") in staggered terms to qualified electors elected by other qualified electors. As the Board is initially controlled by the Sponsor and its affiliates, Purchasers initially have no control over the operation of MCDDA including the adoption of its budget. Because Turnover of control is dependent upon sales, the timing in which Turnover will occur varies. Turnover of control of the Board will not occur until more than five (5) years after the closing on the first Home. The building out of the Community over a number of Units and Phases would not itself prolong Sponsor's control of the Board, but the pace of sales of Homes may. Turnover of a CDD occurs much sooner than it would in a community subject to a homeowners' association and subject to Chapter 720, Florida Statutes. See section in Part I of the Offering Plan titled *Control by the Sponsor*.

11. Ownership of a Home Subject to Governing Documents

Upon closing on a Home, Owners automatically become subject to the provisions of and restrictions contained in the governing documents of the Community. There is no "master declaration" for the Community. Rather, as each Unit is platted and developed, the

Sponsor will record in the public records of Sumter County a separate Declaration of Covenants and Restrictions for that Unit (each such document being a "Declaration") prior to the first conveyance of title to a Home in such Unit. The improvements on a Homesite and activities conducted thereon, and use of a Homesite and Home must comply with the Declaration applicable to the Unit in which the Homesite in situated. Purchasers should carefully review the Declaration affecting their Homesite, and any other governing documents affecting their Homesite or the Community, prior to their purchase of a Home in the Community. See section in Part I of the Offering Plan titled *Restrictive Covenants and the Operation of the Community Development District*.

12. Purchaser's Default under the Purchase Agreement

In the event a Purchaser defaults under any provisions of the Purchase Agreement (defined herein below), fails or refuses to select a Home (as provided in the Land Purchase Agreement, defined herein below) or pay a deposit as provided in the Purchase Agreement, or otherwise terminates the Purchase Agreement, then the Purchase Agreement shall be terminated and all monies paid thereunder and under any separate agreement shall be retained by the Sponsor as liquidated damages. Sponsor must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit may be declared. Because the amount of the deposit made under a Purchase Agreement may be in excess of ten percent (10%) of the purchase price, the amount retained by the Sponsor in the event of Purchaser default may be in excess of ten percent (10%) of the purchase price. Any money paid under a Home Sale Addendum for the order and construction of a Home will also be retained as liquidated damages in the event of Purchaser default. See section in Part I of the Offering Plan titled *Procedure to Purchase*.

13. Purchase Agreement not contingent on Purchaser's ability to obtain financing

A Purchase Agreement to purchase a Home in the Community is not contingent upon the purchaser obtaining financing. A Purchaser may obtain financing from any lending institution or other source; however, Purchaser's obligation to purchase a Home pursuant to the Purchase Agreement will not be contingent on Purchaser obtaining such financing. Any Purchaser who executes a Purchase Agreement and does not obtain financing may lose their deposit if they are unable to otherwise raise the monies for the balance of the purchase price. Purchasers who require financing are advised to consult with a lending institution before executing a Purchase Agreement. Citizens First Bank is an affiliate of the Sponsor and may offer Fannie Mae loans to prospective Purchasers. Certain owners of direct or indirect interests in Sponsor also have direct or indirect interests in Citizens First Bank; however, Sponsor and Citizens First Bank are not controlled by the same individuals or entities. Such loans would be at current market rates. No representation is made by the Sponsor as to availability or cost of any financing. Sponsor is not offering financing to Purchasers. See section in Part I of the Offering Plan titled *Procedure to Purchase*.

14. Funds in Escrow

New York Purchasers' Deposits under the Purchase Agreement will be held and disbursed in accordance with the Purchase Agreement and the terms of the NY Addendum (defined below). All deposits from New York Purchasers, except for advances made for upgrades, extras, or custom work, received in connection with the Purchase Agreement, will be held in escrow and will continue to be the Purchaser's money and will not be comingled with any other money or pledged or hypothecated by Sponsor as per New York General Business Law §352-h. All statutory and regulatory provisions relating to funds in escrow afforded to New York Purchasers supplement but do not abrogate or diminish legal protections available to all Purchasers under Florida law. If Sponsor wishes to release from escrow and utilize any portion of the deposits made by New York Purchasers, for purposes other than upgrades or extras requested by New York Purchasers, Sponsor must first apply to the Department of Law for the use of an alternate form of security in the form of surety bonds or a letter of credit in lieu of escrow of New York Purchaser funds. If Sponsor's application to the Department of Law is approved, Sponsor will promptly disclose the alternate security in an amendment to the Offering Plan. In the event that alternative assurances are posted and approved by the Department of Law, New York Purchasers having executed Purchase Agreements prior to such posting of alterative assurances agree to the immediate release of their deposited funds to Sponsor. Such released funds will thereafter only be protected by such alternative assurances. See section in Part I of the Offering Plan titled *Procedure to Purchase.*

15. FDIC Insurance Limits

The Escrow Account (defined below) is federally insured by the FDIC at the maximum amount of two hundred fifty thousand dollars ($250,000) per depositor. Any deposit of a depositor in excess of two hundred fifty thousand ($250,000) will not be federally insured. See section in Part I of the Offering Plan titled *Procedure to Purchase.*

16. Retention of Deposits by Sponsor

The NY Addendum states that Sponsor, as Seller, must make a written demand for payment by a Purchaser in default of their Purchase Agreement at least thirty (30) days before forfeiture of the Deposit may be declared. Accordingly, New York Purchasers shall have thirty (30) days in which to cure a default. See section in Part I of the Offering Plan titled *Procedure to Purchase*.

17. No Sale Period

As set forth in the Purchase Agreement, Purchasers of a Home in the Community may not sell, convey, or transfer their Home for a period of one (1) year following the closing of their transaction (the "No Sale Period"). In the event the Purchaser sells, conveys, or transfers their Homesite during the No Sale Period, the Purchaser agrees to forfeit any and all profits from such sale to the Sponsor. Profits are defined as the gross sales

proceeds from any sale during the No Sale Period, less the gross purchase price from their original purchase. The Sponsor reserves the right to make exceptions for hardships such as death, in Sponsor's sole discretion on a case-by-case basis. The No Sale Period clause of the Purchase Agreement is subordinate to the interest of any mortgagee, and shall survive (continue to be in effect after) the closing of the transaction governed by the Purchase Agreement. See section in Part I of the Offering Plan titled *Procedure to Purchase*.

18. Time is of the Essence

"Time is of the essence" in connection with Purchaser's performance of its obligations under the Purchase Agreement; this fact is set forth in the Purchase Agreement. "Time is of the essence" means that there is a need for timely completion of an obligation. See section in Part I of the Offering Plan titled *Procedure to Purchase*.

19. Insurance Coverage

Neither the Sponsor nor MCDDA will obtain any insurance policy on or in connection with an Owner's Homesite or any of the improvements thereon (including the Home). It is the responsibility of each Owner, at such Owner's sole expense, to maintain property insurance on such Owner's property including casualty and liability insurance. Owners may obtain such other and additional coverage on and in relation to their Home as the Owner, in their sole discretion, conclude is desirable or necessary. Each Owner is also responsible for providing insurance coverage for the amount of any additional value to any Homesite caused by any improvement to the Homesite or existing Home made by the Owner and not initially made by Sponsor, including, but not limited to, the value of structural upgrades or fixtures supplied by the Owner. Sponsor will not procure flood insurance for the Homesite, Home or personal property contained therein. It is the responsibility of each individual Purchaser to purchase, when required or desired, flood insurance for their Homesite, Home and the contents therein. The cost of obtaining such flood insurance is set by third parties and is outside of Sponsor's control, and is subject to change at any time without prior notice.

20. General Risks of Buying Land

The future value of any land is uncertain and dependent upon many factors. Do not expect land to increase in value. Any value which your Home may have will be affected if the roads, utilities and all proposed improvements are not completed. Resale of your Home may be difficult or impossible, since you may face competition from the Sponsor's sales program and local real estate brokers may not be interested in listing your Home. Any development such as the Community will have an impact on the surrounding environment. Regardless of whether the impact is adverse, the degree of impact will depend on the location, size, planning and extent of development. Subdivisions, which adversely affect the environment, may cause governmental agencies to impose restrictions on the use of the land. Changes in plant and animal life, air and water quality

and noise levels may affect your use and enjoyment of your Home and your ability to sell it.

21. Construction Subject to Review by Architectural Review Board

There will be an Architectural Review Board (ARB) in the Community. Initially, the Sponsor shall constitute the ARB; however, the Sponsor may transfer such authority to serve in that capacity to MCDDA in its sole and absolute discretion. The role of ARB is not an elected position, but rather is a designation. As such, there are no "members" of the ARB and Owners will not hold seats on the ARB nor will they have a vote related to the ARB. Only the Sponsor or its designee may be designated as the ARB. With some exception, no reconstruction, additions, alterations or modifications to the Home, or in the locations or utility connections of the Home, nor any buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Unit without, in each instance, the prior written consent of the ARB. See section in Part I of the Offering Plan titled *Restrictive Covenants and the Operation of the Community Development District*.

22. Tax Cuts and Jobs Act of 2017

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to Home Ownership. Accordingly, the tax information and projections disclosed in this Offering Plan may be inaccurate because such are based on federal tax law as it existed prior to 2018. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the Purchaser's taxes. Purchasers should not rely on any representations in this Offering Plan addressing taxes without first consulting a tax expert.

23. No Lifeguards

The pools within the Community will not be manned with lifeguards. All swimming is at one's own risk. See section in Part I of the Offering Plan titled *Description of Common Areas and Facilities to be Owned and Maintained by the Community Development District*.

24. Downtown Middleton

The Sponsor also plans to construct a "downtown" area with shopping, dining and entertainment (deferred to as "Downtown Middleton"). Downtown Middleton is not located within the boundaries of the Community nor MCDDA. Downtown Middleton will be privately held, operated and maintained by the Sponsor and/or a community development district. MCDDA has no responsibilities pertaining to Downtown Middleton. Owners will not contribute to any costs of operation and maintenance of Downtown Middleton. The public will be able to access Downtown Middleton via the roads serving and in the

Community. See section in Part I of the Offering Plan titled *Description of Common Areas and Facilities to be Owned and Maintained by the Community Development District*.

25. No Bond or Security for Completion of Improvements

The Sponsor is obligated to complete construction of the Community in conformity with the Area B Development Agreement. No bond or other security has been furnished to secure the Sponsor's obligation including its obligation to complete construction of MCDDA property. See section in Part I of the Offering Plan titled *Rights and Obligations of the Sponsor*.

26. Conveyance to MCDDA

The deed given by the Sponsor to MCDDA for property and improvements conveyed to it is not a full warranty deed or a bargain and sale deed with covenants against grantor's acts. A quit claim deed gives no assurance of clear title, and the property conveyed to MCDDA will not be insured by a title company. This type of deed is typically used for conveyance of property to a community development district, as the primary mode of conveyance is dedication on a recorded plat. See sections in Part I of the Offering Plan titled *Terms of Sale* and *Rights and Obligations of the Sponsor as Stipulated Under New York Law*.

27. Reserve Fund

Reserve funds are permitted costs of the operation of a community development district under Chapter 190, Florida Statutes. Because the Community is a new development, MCDDA does not have a reserve fund for capital expenditures for the 2023-2024 fiscal year. As MCDDA continues to develop, MCDDA may establish reserves as part of its budget for the ensuing fiscal year at a level deemed necessary and appropriate. If established, the reserve fund will be funded through payment of Maintenance Assessments paid to MCDDA. See sections in Part I of the Offering Plan titled *Reserve/Working Capital Fund*.

28. Future Phases

Phase III and Phase IV of the Community are in the very early stages of planning. For this reason, and due to unknown future market conditions and absorption rates, the Sponsor cannot currently predict construction timelines for Phase III and Phase IV. The Sponsor is under no obligation to construct all Homes in the Community by any date.

INTRODUCTION

This is the Offering Plan for Middleton (the "Community"). The purpose of this Offering Plan is to set forth the material terms of the offer of Homes in the Community to prospective Purchasers solicited in or from the State of New York ("Purchasers" or "New York Purchasers"). This Offering Plan may be amended from time to time when an amendment is filed with the New York State Department of Law. Amendments will be served on all offerees as defined in Section 22.1(d) of Title 13 NYCRR Part 22.

The Sponsor of this Offering is The Villages Development Company, LLC, a Florida limited liability company (the "Sponsor" or "VDC"). Though not anticipated, affiliated development entities may be established and offer for sale Homesites in the Community in the future. The Sponsor acquired ownership of the property comprising Phase I of the Community on June 2, 2022 by way of merger with an affiliated company. The remainder of the property comprising the Community is currently owned by an affiliate or affiliates of the Sponsor. The Sponsor will acquire additional portions of the property on a rolling basis, as development progresses, pursuant to effective Option Agreements with the current owners thereof. The Offering Plan will be amended when the Sponsor acquires additional portions of the land.

The Sponsor and an affiliated company, The Villages of Lake-Sumter, Inc. ("VLS") have entered into a Development Services Agreement, whereby VLS will assist the Sponsor with the development and sale of Homes in the Community. The Sponsor and VLS are part of a closely held development group in Central Florida. The basis of the Development Services Agreement is that VLS has extensive experience developing vacant land into residential housing, marketing and selling residential housing, and developing and leasing commercial space in a nearby community known as The Villages that is offered to New York Purchasers under a separate Offering Plan. It is the Sponsor's intention for the Community not to be or appear as part of The Villages, as the Community is a distinct and independently operating community. Pursuant to the Development Services Agreement, Sponsor wishes to retain the services of VLS to provide technical expertise and local development knowledge in the development of the Community. Sponsor and VLS entered into the Development Services Agreement as independent contractors; neither party shall seek control over the other party. VLS will only act as the Selling Agent.

VLS will market the Community; however, is only doing so as a contracted service provider on behalf of the Sponsor. Notwithstanding the foregoing, the Sponsor is the entity ultimately responsible for and causing the development of the Community (though it may contract with VLS or any of its affiliates as a "contractor" for the performance of the construction). Further, the Sponsor will be the "Seller" under all contracts to purchase Homes in the Community, and the "Builder" of the Homes, and Purchasers may look solely to the Sponsor as to their rights and obligations.

The Development Services Agreement will have an initial term of five (5) years and will automatically be renewed for successive one (1) year terms unless either VLS or the Sponsor gives notice of termination not less than sixty (60) days prior to intended

termination date which either party may give for any reason, with or without cause. The Sponsor may terminate the agreement during the initial five (5) year term, but will be subject to a termination fee payable to VLS in the amount of five percent (5%) of all internal costs incurred by VLS in providing development services for the prior calendar year.

There is no homeowners' association within the Community. Rather, a Community Development District has been established pursuant to Chapter 190, Florida Statutes to plan, finance, construct, operate and maintain community-wide infrastructure and services specifically for the benefit of its residents. Residents of the Community are required to pay assessments to the Community Development District for the provision of its services, which is discussed in further detail below.

The Community will be located on 2,484.6 acres in the City of Wildwood, Sumter County, Florida. The entrance to the Community is located on Central Parkway in City of Wildwood, Sumter, FL.

The Community is located within Middleton Community Development District A (or MCDDA). MCDDA lies within The Villages of Southern Oaks (VOSO), which was initially approved on May 8, 2017 in a Development Agreement between The Villages Land Company, LLC (VLC) and the City of Wildwood (the "VOSO Development Agreement"). Development Agreements such as the VOSO Development Agreement govern the orderly development of properties and strengthen the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. Development Agreements also encourage well thought out development and planning to reduce the costs and impacts of development. The VOSO Development Agreement established the area comprised by it, referred to as The Villages of Southern Oaks or VOSO, as Age Restricted Development ("ARD"). Notwithstanding the title as "Age Restricted Development," this land use and zoning category permits both age restricted and non-age restricted communities.

VLC subsequently entered into three (3) separate Development Agreements (including the original VOSO Development Agreement) with the City of Wildwood, which each agreement covering a different area of land: Area A, Area B, and Area C. Each Development Agreement establishes the land use of the property covered thereby as "ARD" and approves such land for ARD zoning, and each has been amended and restated numerous times to add additional property to the respective Area. The Development Agreement for Area B includes the land constituting the Community (the "Area B Development Agreement"). The Community is not an age-restricted community. The Community will be developed in compliance with the Area B Development Agreement. All Homes are subject to the Area B Development Agreement, and the improvements and activities by an owner on a Homesite (each an "Owner and collectively the "Owners") shall be in compliance with the Area B Development Agreement at all times. In addition to residential sections of the Community, significant acreage has been set aside for commercial use, institutional (school) and office use.

The Community is planned to be developed in four (4) phases (each a "Phase") with each Phase containing approximately one thousand (1,000) total Homesites for purchase and buildout. The Sponsor's present plan is to offer and develop a total of four thousand (4,000) Homes in the Community. The development plan is subject to change at the Sponsor's sole discretion; as such, the Community may ultimately consist of more of less than four thousand (4,000) Homes. Each Phase will contain infrastructure, common areas, amenities, and recreational facilities as described in more detail below. Each Phase will be further broken down and platted by "Unit." Phase I will consist of Unit 1, Unit 2, Unit 3, Unit 3B and Unit 4. Unit 1 consists of two hundred fifty (250) lots. Unit 2 consists of three hundred nineteen (319) lots. Unit 3 consists of one hundred forty-four (144) lots. Unit 3B consists of thirteen (13) lots. Unit 4 consists of two hundred seventy-four (274) lots. Accordingly, this initial Offering Plan covers a total of one thousand (1000) lots (the "Homesites") in Phase I to be sold, with homes to be constructed thereon (the "Homes") by the Sponsor. The Homesites including the Homes thereon are sometimes collectively referred to herein as "Homes" unless explicitly stated or the context otherwise requires. Homes in Phases II, III, and IV will be offered in the future.

The Community will initially contain single-family detached homes, though other types of homes (such as multi-family residences) may be developed and offered in the future. The Sponsor is initially offering four (4) "series" of Homes, with various models within the series ranging from two (2) to five (5) bedrooms, and which may be built to the Purchaser's specifications (based upon the Sponsor's available offerings) or built based on the Sponsor's predetermined specifications. The Sponsor's current development plan is subject to increase or decrease as market forces dictate.

The chart below lists the Homesites located in Phase I that are currently subject to this offering.

Designation	**Homesite Numbers**	**Date of Plat Recordation**
Phase I Unit 1	1-250	October 20, 2022
Phase I Unit 2	1-319	February 15, 2023
Phase I Unit 3	1-144	December 12, 2023
Phase I Unit 3B	1-13	January 10, 2024
Phase I Unit 4	1-274	December 12, 2023
Total Homesites in current offering	1,000	

Some of the Homesites listed above may have been sold by the time you receive this Offering Plan. As of the date of this Offering Plan, approximately 660 Homes in Phase I are unsold and are or will become available for sale. A list of available Homesites is available at the sales center for the Community. This Offering Plan will be amended from time to time to disclose additional Homes as new Phases and Units are platted and the Homes become available for sale.

As stated above, there is no homeowners' association in the Community. The infrastructure, common areas and amenities in the Community that would normally be owned by a home owners' association will be owned, operated and maintained by a Community Development District. A Community Development District, or "CDD," is a special purpose governmental entity formed to serve the long-term specific needs of a community. Created pursuant to Chapter 190 of the Florida Statutes, a CDD's main powers are to plan, finance, construct, operate and maintain community-wide infrastructure and services specifically for the benefit of its residents. A CDD is governed by its Board of Supervisors ("Board"), which is initially elected by the landowner(s), typically the community's developer, and transitions to elected residents over time. Like all municipal, county, state and national elections, the Office of the Supervisor of Elections oversees the vote, and the CDD Supervisors are subject to state ethics and financial disclosure laws. A CDD's business is conducted in the "sunshine," which means that all meetings and records are open to the public. Public hearings are held on the CDD's assessments, and the CDD's budget is subject to annual independent audit.

There is a single overarching CDD, called the Middleton Community Development District A ("MCDDA"), comprising the Community. By entering a Purchase Agreement for the purchase of a Home in the Community, every Purchaser consents to their Home being subject to and part of MCDDA and agrees to pay any and all assessments levied by MCDDA. MCDDA was established on May 9, 2022 for the purpose of delivering services and facilities including, roadways, bridges, tunnels, street lighting systems and facilities, storm water management and drainage control system and facilities, a storm sewer system, security systems and other systems and facilities and other improvements within and outside MCDDA, including and without limitation participating in the contribution and/or construction of such improvements which provide a special benefit to the residents of MCDDA. MCDDA began operating when it was established on May 9, 2022. MCDDA will have such authority and perform those services consistent with Chapter 190, Florida Statutes with respect to the Community. The infrastructure, systems and facilities, recreational areas, amenities and other property and improvements thereon in the Community intended to be used and enjoyed by all Owners and residents, which would normally be common area of a property or home owners' association, will be conveyed to MCDDA for ownership, operation and maintenance upon or following completion of construction of same by the Sponsor, pursuant to an agreement between the Sponsor and MCDDA.

Services of MCDDA shall include, but not be limited to the following: maintenance and repair of tracts conveyed to MCDDA, together with all improvements located thereon; maintenance and repair of areas owned by MCDDA or dedicated to the use and enjoyment of the residents of MCDDA, the Community or the public; payment of the cost

of water and sewer provided by the applicable utility company serving the Community, together with the cost of trash removal, electrical, lighting, telephone, gas and other necessary utility services for areas owned by MCDDA or dedicated to the use and enjoyment of the residents of MCDDA, the Community or the public (to the extent such costs are not paid directly by Owners); maintenance and repair of the storm water management system in the Community; and maintenance and repair, including structural repair to the perimeter fence or wall surrounding the Community.

MCDDA has entered into an Interlocal Agreement with Village Center Community Development District ("VCCDD") for the provision of certain services to its residents by VCCDD. VCCDD, like MCCDDA, is a public agency established pursuant to Chapter 190, Florida Statutes. Section 190.011 of Chapter 190, Florida Statutes provides that joint power between public agencies may be exercised in a contract in the form of an Interlocal Agreement. Pursuant to the Interlocal Agreement, VCCDD agreed to provide management, finance, and administrative services to MCDDA, and MCDDA will provide funding for such services. VCCDD will provide MCDDA various and numerous functions including, but not limited to, providing a local office for primary contact by Owners, maintaining all records of MCDDA, maintaining a legal office for MCDDA as required by law, managing day-to-day business of MCDDA, representation relating to business matters of MCDDA before the Board of Supervisors, providing public information, public education, management of the MCDDA operations, assistance to property owners, collection of assessments, and other services as may be deemed appropriate. MCDDA may, upon action by the Board of Supervisors, request such additional services as necessary for the efficient and effective management of MCDDA, for which MCDDA will be charged. MCDDA shall provide annual compensation to VCCDD in such amount as approved by the MCDDA Board as reflected in MCDDA's budget. Such costs shall be passed on to Owners as part of the Maintenance Assessments (defined below). The Interlocal Agreement shall be in effect for twenty (20) years or until such earlier time as the Boards of Supervisors of both MCDDA and VCCDD mutually agree to terminate the Interlocal Agreement. The Interlocal Agreement may be, but is not required to be, renewed following expiration.

The Community is planned to include several recreation centers, pathways, trails, ponds, and be adjacent to a town center with shopping, dining and entertainment, a Charter School (serving early childhood through eighth grade) and a High School. The recreation centers, pathways, trails and ponds will be part of the Common Area of the Community for the exclusive use of residents the Community and will be conveyed to MCDDA for ownership and maintenance. The downtown area and schools will be privately held and maintained and be available for use by the general public. Common Area is discussed in further detail in the section below titled *Description of Common Areas and Facilities to be Owned and Maintained by the Community Development District*.

Below is a list of the recreation centers planned to be developed in Phase 1 and Phase 2 of the Community:

Lake Harlow Park	
Amenity	Occupancy
Pond (kayak and fishing)	N/A
Pool	50
Bathroom Building	3
Postal Building	2
Basketball court	N/A
Corn toss (2)	N/A
Dog park	N/A
Gathering pavilions (2)	N/A
Open green space	N/A
Pedestrian path	N/A
Pickleball courts (2)	N/A
Playground	N/A
Tennis court	N/A
Parking Spaces (Park)	56
Parking Spaces (Dog Park)	24

Dry Creek Park	
Amenity	Occupancy
Pool	50
Bathroom Building	3
Postal Building	2
Basketball court	N/A
Corn toss (2)	N/A
Gathering pavilions (2)	N/A
Open green space	N/A
Pedestrian path	N/A
Pickleball courts (2)	N/A
Playground	N/A
Parking Spaces	64

Thurston Park	
Amenity	Occupancy
Pool	50
Bathroom Building	3
Postal Building	2
Basketball court	N/A
Corn toss (2)	N/A
Gathering pavilion	N/A
Open green space	N/A
Outdoor fitness equipment	N/A
Pickleball courts (4)	N/A
Playground	N/A
Parking Spaces	45

Kewadin Park	
Amenity	Occupancy
Pool	50
Bathroom Building	3
Postal Building	2
Basketball court	N/A
Corn toss (2)	N/A
Gathering pavilions (2)	N/A
Open green space	N/A
Multi-pathways	N/A
Pickleball courts (2)	N/A
Playground	N/A
Parking Spaces	37

The following services will be provided to residents of the Community:

- Water & Sewer Service: Potable water and wastewater services will be provided by Middleton Utility Company, LLC, a private utility company regulated by the Florida Public Service Commission.
- Fire Protection: Fire protection is provided by the Coleman Fire Department.
- Police Protection: Police protection is provided by The Wildwood Police Department.
- Refuse Removal: Refuse removal will be provided by Tri-County Sanitation, LLC.
- Snow Removal: Snow removal service is not typically available in Florida.
- Road Maintenance: Interior roads in the Community will be maintained by MCDDA for a period of two (2) years from completion, before the City of Wildwood accepts such roads for maintenance.

See section of the Offering Plan titled *Description of Common Areas and Facilities to be Owned and Maintained by the Community Development District* for further discussion of the roads and water and wastewater service.

Middleton and adjacent areas are located within VOSO, as established by the VOSO Development Agreement, and are zoned as Age Restricted Development. Notwithstanding the title, Age Restricted Development is a broad land use and zoning category that permits both age restricted and non-age restricted communities. The Age Restricted Development category requires a mixture of land uses. VOSO, which is comprised of approximately 26,550 acres, presently contains both developed and vacant lands, and, as an "Age Restricted Development," may include residential (age restricted and non-age restricted), office, commercial/retail, hotel, medical, research and development, light industrial, institutional, education, recreation, urban agriculture and community farming, recreational vehicle development, and other similar uses as well as supporting infrastructure (e.g. roads, water, sewer, etc.), and agricultural use (e.g. silviculture, farming and animal husbandry). Middleton is located in close proximity to The Villages, an extremely large age-restricted community, also located in part within

VOSO. The Villages consists of tens of thousands of residential use land, expansive commercial property, and a wide range of golf and recreational facilities. Many of the recreational facilities in The Villages are for the exclusive use of its residents; however, the town squares in The Villages are public and may be accessed by residents of Middleton. Additionally, memberships are available to the Country Clubs and Golf Clubs in The Villages to individuals who are not residents of The Villages, including any resident of the Community that obtains membership. The Villages is also offered to New York purchasers by affiliates of the Sponsor pursuant to a separately filed New York Offering Plan.

This Offering Plan as presented to prospective purchasers contains all of the detailed terms of the transaction as it relates to the services and amenities provided by the Sponsor and the Community Development District. Copies of the Offering Plan and all Exhibits submitted to the Department of Law will be available for inspection and without charge and for copying at a reasonable charge to prospective Purchasers and their attorneys at the site whenever the on-site sales office is open and at the office of the Selling Agent or Sponsor.

THE PURCHASE OF A HOME ASSOCIATED WITH A COMMUNITY DEVELOPMENT DISTRICT AND SUBJECT TO RESTRICTIVE COVENANTS HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A CONTRACT OF SALE.

DESCRIPTION OF COMMON AREAS AND FACILITIES TO BE OWNED AND MAINTAINED BY THE COMMUNITY DEVELOPMENT DISTRICT

The Community is planned to include various walkways, pathways, ponds and recreation centers (parks which may each include pickleball, tennis, and/or basketball courts; walking paths; a swimming pool; cornhole; a playground; a lake; and/or a dog park). These recreational amenities will constitute Common Area and be for the exclusive use of Owners and residents of the Community. A more detailed description of the recreation centers is set forth below.

Middleton Community Development District A (MCDDA) was established pursuant to Chapter 190, Florida Statutes and the City Commission of the City of Wild Wood Ordinance No. O2022-35 on May 9, 2022. The lands that are encompassed by MCDDA are located within the city limited of the City of Wildwood, Florida and lies within The Villages of Southern Oaks (VOSO), which was approved on May 8, 2017 as an Age Restricted Development (ARD). MCDDA consists of approximately two thousand four hundred eighty-four point sixty (2,484.60) acres.

The powers and functions of MCDDA are described in Chapter 190, Florida Statutes. MCDDA has the ability to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities described and authorized by Section 190.012(3)(a) (d) and (e), as long as they do not conflict with systems and facilities provided by the City of Wildwood. MCDDA will provide community infrastructure, services, and facilities to the area within its boundaries. MCDDA does have the legal ability to provide services outside of the established geographical boundaries.

The above-mentioned recreational amenities will be constructed by the Sponsor and thereafter purchased by and conveyed to MCDDA for ownership and maintenance. The Sponsor and MCDDA have entered into an Interim Developer Funding and Acquisition Agreement (the “Funding and Acquisition Agreement”) whereby the Sponsor agreed to convey to MCDDA and MCDDA agreed to acquire, own and maintain certain project improvements including, without limitation, stormwater management and drainage improvements, stormwater collection systems, landscaping and irrigation in common areas, upon or following the Sponsor’s completion of construction of same, all in accordance with the terms thereof. Pursuant to the Funding and Acquisition Agreement, the Sponsor has conveyed or will convey to MCDDA various tracts of land within the Community and the improvements thereon (which includes areas and improvements serving as Common Areas and recreational amenities, such as the recreation centers, but does not include Downtown Middleton which is not part of the Community). The Owners will fund maintenance performed by MCDDA through payment of Maintenance Assessments. The MCDDA will fund its acquisition of the completed improvements from the Sponsor with proceeds from CDD Bonds (defined below), which the Owners will repay through payment of Bond Assessments. See section of the Offering Plan titled *Restrictive Covenants and the Operation of the Community Development District* for further discussion of CDD Assessments.

Common Area

The following recreation centers are planned to be developed in Phase 1 and Phase 2 of the Community: Lake Harlow Park; Dry Creek Park; Thurston Park; and Kewadin Park.

Lake Harlow Park includes a pool (capacity of 50 people), restrooms and lockers, basketball court, dog park, corn toss area, unenclosed gathering pavilions, open green space, pickleball courts, tennis court, playground equipment (5 pieces), pond for fishing and kayaking, pedestrian path, and parking spaces.

Dry Creek Park includes a pool (capacity of 50 people), restrooms and storage lockers, basketball court, corn toss area, pickleball courts, playground equipment (7 pieces), unenclosed gathering pavilions, open green space, pedestrian path, and parking spaces.

Thurston Park will include a pool (capacity of 50 people), restrooms and lockers, basketball court, corn toss area, pickleball courts, playground equipment (type and number of pieces to be determined), outdoor fitness equipment (type and number of pieces to be determined), unenclosed gathering pavilion, open green space, and parking spaces.

Kewadin Park will include a pool (capacity of 50 people), restrooms and lockers, basketball court, corn toss area, pickleball courts, playground equipment (type and number of pieces to be determined), unenclosed gathering pavilions, open green space, and parking spaces.

There will be also be a network of pathways, tunnels and trails throughout the Community, as well as ponds that may be used for fishing and/or kayaking.

Lifeguards will not be provided for the pools.

Below is an estimated completion schedule for the initial recreation centers:

Amenity	**Development Stage**	**Estimated Completion Date**
Lake Harlow Park	Phase 1	Complete
Dry Creek Park	Phase 1	Complete
Thurston Park	Phase 2	July 2024
Kewadin Park	Phase 2	August 2025

The dates set forth above are estimates only and should not be relied on as guaranteed completion dates. Additional parks are planned to be constructed in the future simultaneously with the development of additional Phases of the Community; however, the definitive timeline for development of same is to be determined by the Sponsor in its sole discretion.

All other Common Area will be comprised of infrastructure improvements within the Community which may include, without limitation, entry areas, entry gates, and sign islands; drainage retention areas; the storm water management system; postal facilities, and appurtenant parking areas; lands owned by or conveyed to MCDDA; and all improvements now or hereafter constructed thereon, including, without limitation, walkways, paths, utilities, lighting systems, signage, structures, gates, access systems, recreational facilities, and landscaping; and all other improvements which are maintained by MCDDA.

The Sponsor also plans to construct a "Downtown" area with shopping, dining and entertainment ("Downtown Middleton") adjacent to the Community. Construction of Downtown Middleton has commenced, and will be completed over time. Downtown Middleton is not located within the Community or MCDDA. As such, Downtown Middleton will not be Common Area; rather, it is available to the general public. Downtown Middleton will be privately held, operated and maintained by the Sponsor and/or a community development district. MCDDA has no responsibilities pertaining to Downtown Middleton. Owners will not contribute to any costs of operation and maintenance of Downtown Middleton. The public will be able to access Downtown Middleton via the roads serving and within the Community.

As additional Phases of the Community are developed and Homes are sold, the Sponsor may, in its sole discretion, add new amenities and facilities to serve the residents of Middleton. It is anticipated that any such new amenities and facilities will be conveyed to MCDDA as they are completed by the Sponsor.

Infrastructure Improvements and Utilities

The interior roads within the Community will be public roads owned by the City of Wildwood, and will be accessible by Owners, residents and the general public. All interior roads will be paved and have two (2) lanes, with each lane being ten feet (10') in width. Some roads will provide sidewalks located within the right-of-way. Roads will have stormwater inlets and drainage collection systems. The roads and any drainage facilities lying therein, including the construction materials and size of the roads, will be designed and constructed to local standards. The City Engineer must certify construction of the interior roads as complete. At such time as the City has certified the interior roads as complete, the interior roads will be maintained by MCDDA for a period of two (2) years. Thereafter, the interior roads and drainage facilities will be accepted for maintenance by the City. Central Parkway and Marsh Bend Trail, which provide access to and from County Road 470, will not be owned or maintained by MCDDA. As the Sponsor constructs portions of Central Parkway and Marsh Bend Trail, it will convey such portions to Sumter County for ownership and maintenance. Central Parkway and Landstone Boulevard are public arterial roads bordering the Community.

Middleton Utility Company, LLC ("MU"), a private utility company regulated by the Florida Public Service Commission (FPSC), and an affiliate of VLS, will provide potable water and wastewater services to the Community. MU will own and maintain the potable

water distribution system and wastewater collection system. Middleton Water Conservation Authority ("MWCA"), an affiliate of VLS, will provide non-potable irrigation service to the Community and will be responsible for construction of the irrigation systems at its own expense. No water treatment plants are currently planned to be constructed. MU has entered into a separate bulk water agreement with an adjacent utility company, Gibson Place Utility Company (GPU), in which MU will purchase bulk water as needed with rates to be established by the FPSC. The GPU water treatment plants have adequate capacity to serve all of the potable water demands within the GPU service area in addition to the MU service area, which covers the entirety of MCDDA. In addition, the MU potable water distribution system has been designed and constructed to adequately serve the peak potable water and fire flow demands of MCDDA. The MU wastewater collection system (including lift stations and force mains) has been designed and constructed to adequately serve the anticipated peak wastewater flows of MCDDA. No MU wastewater treatment plans are currently planned to be constructed. MU has entered into a separate wastewater agreement with GPU in which GPU will treat all MU wastewater flows. The existing GPU wastewater collection system and wastewater treatment plant have adequate capacity to support anticipated peak MU wastewater flows and all development sites within the region of MCDDA. Connections to the treatment plants have been made. The Sponsor will construct water distribution and wastewater collection lines simultaneously with Unit development so that Homes have water and sewer service when constructed. Homes that have been constructed in the Community have established water and sewer service.

Construction of Homes in Unit 1, Unit 2, Unit 3 and Unit 4 in Phase I has commenced. A number of move-in ready Homes are already complete. As of the date of this Offering Plan, construction has not commenced on any Homes in Unit 3B. Below are estimated construction timelines for completion of the Homes in Phase I and Phase II.

Phase	Unit	Estimated Lot Completion	Estimated Start of First Home	Estimated Home Build Out
Phase I	Unit 1	1/2023	2/2023	7/2024
Phase I	Unit 2	4/2023	5/2023	10/2024
Phase I	Unit 3	1/2024	3/2024	9/2025
Phase 1	Unit 3B	3/2024	5/2024	10/2025
Phase I	Unit 4	6/2024	4/2024	9/2025
Phase II	Unit 5	9/2024	1/2025	7/2026
Phase II	Unit 6	3/2024	5/2025	11/2026
Phase II	Unit 7	5/2025	8/2025	1/2027
Phase II	Unit 8	7/2025	10/2025	4/2027
Phase II	Unit 9	11/2025	2/2026	7/2027

The timelines presented above are current estimates and are subject to change. The Sponsor makes no guarantee that construction of any Unit or Phase will start or end at the dates set forth above, nor is the Sponsor obligated to start or complete construction at any given date. Actual construction timelines may be significantly different than presently estimated. This is because development of the Community is based on market

conditions and demand, which can increase or decrease at any time and is entirely outside of the Sponsor's control. Phase III and Phase IV of the Community are in the very early stages of planning. For this reason, and due to unknown future market conditions and absorption rates, the Sponsor cannot currently predict construction timelines for Phase III and Phase IV. The Sponsor is under no obligation to construct all Homes in the Community by any date.

Other than Homes that are preconstructed by the Sponsor, construction of a Home does not commence until a Purchase Agreement or Home Sale Addendum (each as defined below), as the case may be, for such Home has been entered into. As such, the timeline for construction and completion of Homes in the Community will fluctuate. Notwithstanding the foregoing, the Sponsor is contractually obligated to complete construction of a Home within two (2) years following execution of the Purchase Agreement for such Home.

All Homes and recreational amenities to be constructed by the Sponsor will be constructed in accordance with all applicable zoning and building laws. Governmental authorities that have jurisdiction over the development of the Community include the City of Wildwood (the "City"), Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), Florida Fish & Wildlife Conservation Commission (FWC), and the United States Army Corps of Engineers (ACOE). Further, the Community will be developed in compliance with the Area B Development Agreement.

The Florida Department of Environmental Protection and Southwest Florida Water Management District have or will issue permits needed to complete the improvements to be undertaken by MU and MWCA to serve the Community, have been or can reasonably be expected to be obtained in the ordinary course. The water and sewer lines in the Community will be constructed in accordance with all local government specifications.

BUDGET FOR MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A FOR THE 2023-2024 FISCAL YEAR

(SCHEDULE A)

The following is the 2023-2024 budget for MCDDA ("MCDDA Budget"). MCDDA began operating simultaneously with its establishment on May 9, 2022.

MCDDA will have the ability to assess Owners within MCDDA for the installation, operation and maintenance of its infrastructure improvements. To that end, MCDDA will impose a non-ad valorem assessment on all properties located within MCDDA to fund the operations and maintenance of MCDDA and its facilities and services. MCDDA may also issue revenue bonds, which is a source of public funding, to fund improvements ("CDD Bonds"). CDD Bonds are repaid through non-ad valorem assessments levied on all properties located within MCDDA that benefit from these improvements. Further, MCDDA may levy ad valorem taxes on property within its boundaries.

Pursuant to its authority under Chapter 190, MCDDA has issued revenue bonds to fund a portion of the public infrastructure improvements in Phase I. By funding the development of such property, MCDDA creates special benefits to the property. The costs of the improvements funded by the bonds will be allocated amongst the Phase I property, based upon the benefits the property receives from the improvements. Any portion of the public infrastructure improvements in Phase I not funded by the bonds will be completed by the Sponsor, or may be funded by another community development district.

To repay the bonds, MCDDA will levy Bond Assessments against the Homesites in Phase I. The Bond Assessment reflects each Homesite's proportionate share of the cost of building the infrastructure. The Bond Assessment was set at the time the bond used to build the infrastructure was issued. The formula for calculating each Homesite's proportionate share starts with the total cost of the bond (including interest) issued to pay for the infrastructure. That cost is divided equally among each assessable acre in the Phase for which the bond was issued. That gives you a cost per acre. The cost per acre is then multiplied by the number of acres in the Unit in which you live. That gives you the obligation for the Unit as a whole. The Unit is further broken down by sub-unit, and the number of lot acreage in the sub-unit is divided by the total lot acreage in the Unit. This gives you the sub-unit's total proportionate share of the total obligation of the Unit. The proportionate share of the sub-unit is then divided by the number of Homesites in that sub-unit, and that computation gives you the amount of the total Bond Assessment levied against each Homesite in the sub-unit. Therefore, each Homesite within a sub-unit pays the same amount. Amortization schedules for each sub-unit in Unit 1 and Unit 2 in Phase I are enclosed in the footnotes on the following pages. The amortization schedules include the interest rate and annual Bond Assessment per Homesite in the respective sub-unit over a thirty (30) year period.

MCDDA will issue additional revenue bonds in the future for future Phases of development, which bonds will be repaid in the same manner as described above.

Below is an outline of the various facilities and services MCDDA may provide. MCDDA plans to fund, own, operate, and maintain certain drainage and stormwater systems comprised of drainage inlets, stormwater conveyance systems and water retention areas, landscaping, and ponds. MCDDA will also plan, construct and finance some of the Community's roadways, along with possibly offsite roadway improvements. The roadways and drainage systems within publicly dedicated rights-of-way will be conveyed to the appropriate general-purpose government for operation and maintenance. The Sponsor, as the landowner, will construct the utilities and other community infrastructure and facilities. MCDDA will be responsible for maintenance of some of these facilities.

Improvements/Facility	**Funded By**	**Operation & Maintenance By**	**Ownership**
Roads	Landowner/ MCDDA	City	City
Utilities	Landowner	Landowner	Landowner
Amenities	Landowner	MCDDA	MCDDA
Drainage/Basins	Landowner/ MCDDA	MCDDA	MCDDA
Landscape	Landowner/ MCDDA	MCDDA	MCDDA

The capital costs for improvements within MCDDA are typical for residential developments of the type contemplated to be developed. There is nothing unusual about MCDDA's financing that requires additional infrastructure over and above what would normally be needed. Instead, the facilities and services provided by MCDDA are substituting in part for developer-provided infrastructure and facilities. District-imposed assessments for operations and maintenance costs are similar to what would typically be charged by a home owners' association for common expenses.

Pursuant to the Interlocal Agreement, a neighboring Community Development District, VCCDD, will provide a local office for primary contact by Owners, maintaining all records of MCDDA, maintaining a legal office for MCDDA as required by law, managing day-to-day business of MCDDA, representation relating to business matters of MCDDA before the Board of Supervisors, providing public information, public education, management of the MCDDA operations, assistance to property owners, and other services as may be deemed appropriate. These services are paid for through the receipt of monthly contractual amenity fees, a fee for service, paid by each property within the service area of the District, as described by the Declaration applying to each Homesite.

As a governmental entity in the State of Florida, MCDDA is held to the same high standards as cities and counties as it pertains to Sunshine Law, Public Records Law, Financial Reporting and Financial Disclosure Laws. Additionally, the Board of Supervisors adheres to Florida Statute Chapter 112, Part III Code of Ethics for Public Officers and Employees.

SCHEDULE A

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A
OCTOBER 1, 2023-SEPTEMBER 30, 2024 BUDGET

Attached on the following pages is the adopted Budget of Middleton Community Development District A for the 2023-2024 Fiscal Year commencing October 1, 2023 and ending September 30, 2024.

RESOLUTION 2023-11

A RESOLUTION ADOPTING THE FINAL BUDGET OF THE MIDDLETON COMMUNITY DEVELOPMENT DISTRICT-A FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors a Proposed Budget for the forthcoming Fiscal Year 2023-24; and,

WHEREAS, the Board of Supervisors approved the Proposed Budget at a public meeting on June 8, 2023, and set September 15, 2023, as the date for a public hearing with notice of the budget hearing published pursuant to section 190.008(2) (a), Florida Statutes; and,

WHEREAS, the District Board of Supervisors submitted to the local governing authorities, for purposes of disclosure and information only, the Fiscal Year 2023-24 Proposed Budget at least 60 days prior to approval; and,

WHEREAS, Section 190.021 Florida Statutes provides that a Maintenance Special Assessment and Benefit Special Assessments may be assessed upon each piece of property within the boundaries of the District benefited by the approved maintenance and capital improvement program of the District, such levy representing the amount of assessments for District purposes necessary to provide for payment during the ensuing budget year of all properly authorized expenditures to be incurred by the District; and,

WHEREAS, a public hearing has been held on this 15th day of September, 2023, at which members of the general public were accorded the opportunity to speak prior to the approval of the Final Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MIDDLETON COMMUNITY DEVELOPMENT DISTRICT-A;

1. The operating budget proposed by the District Manager for Fiscal Year 2023-24 is hereby approved for the amount as listed below:

General Fund	$ 1,295,183

2. The Debt Service Fund budget proposed by the District Manager for Fiscal Year 2023-24 is hereby approved for the amount as listed below:

2022- Debt Service Fund	$ 2,726,051

3. The Maintenance assessment shall be levied at a rate based on the schedule attached as an exhibit to this resolution in the District's "Official Record of Proceedings." The annual Maintenance assessment is based on net assessable acres and platted lots.

4. A verified copy of said Final Budget shall be attached as an exhibit to this Resolution in the District's "Official Record of Proceedings."

Adopted this 15th day of September, 2023.

MIDDLETON COMMUNITY
DEVELOPMENT DISTRICT

Joe Ricciardi, Chair

Kenneth C. Blocker, Secretary

GL NUMBER DESCRIPTION	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 07/31/23	2023-24 FINAL BUDGET
Fund: 54.001 GENERAL FUND					
ESTIMATED REVENUES					
325.211 MAINTENANCE ASSESSMENT	0	0	0	0	1,632,000
341.999 MISCELLANEOUS REVENUE	0	0	0	17	0
361.101 INT INCOME - CFB	0	0	0	910	100
366.001 CONTRIBUTIONS FROM DEVELOPER	4,676	0	769,228	119,777	0
669.901 (ADD)/USE-WORKING CAPITAL	0	0	0	0	(336,917)
TOTAL ESTIMATED REVENUES	4,676	0	769,228	120,704	1,295,183
APPROPRIATIONS					
241 WORKER'S COMPENSATION	0	0	27	18	25
311 ADMINISTRATIVE SVCS	500	0	69,930	58,275	117,744
312 ENGINEERING SERVICES	0	0	5,000	0	7,600
313 LEGAL SERVICES	1,200	0	1,000	10,496	2,000
314 TAX COLLECTOR FEES	0	0	0	0	34,000
319 OTHER PROFESSIONAL SVCS	0	0	8,000	2,302	11,079
322 AUDITING SERVICES	0	0	9,500	0	14,500
341 JANITORIAL SVCS	0	0	27,500	3,052	35,000
343 SYSTEMS MGMT SUPPORT	0	0	5,500	4,845	2,205
344 PAYROLL SERVICES	0	0	162	0	0
412 POSTAGE	53	0	100	0	100
431 ELECTRICITY	0	0	0	0	17,500
432 NATURAL GAS	0	0	0	0	4,800
433 WATER & SEWER	0	0	0	0	3,600
434 IRRIGATION WATER	0	0	67,381	0	45,832
451 CASUALTY & LIABILITY INSUR	1,691	0	5,000	4,583	5,750
462 BUILDING/STRUCTURE MAINT	0	0	170,950	14,751	126,085
463 LANDSCAPE MAINT-RECURRING	0	0	294,726	7,610	92,710
464 LANDSCAPE MAINT-NON RECURRING	0	0	6,750	0	15,000
466 POOL MAINTENANCE	0	0	0	0	132,000
468 IRRIGATION REPAIR	0	0	18,277	0	10,000
469 OTHER MAINTENANCE	0	0	69,950	5,191	46,700
493 PERMITS & LICENSES	100	0	1,375	450	1,775
497 LEGAL ADVERTISING	1,052	0	500	1,026	500
498 PROJECT WIDE FEES	0	0	0	0	559,678
499 MISC CURRENT CHARGES	80	0	0	0	200
522 OPERATING SUPPLIES	0	0	600	334	800
524 NON CAPITAL FF&E	0	0	7,000	6,845	8,000
TOTAL APPROPRIATIONS	4,676	0	769,228	119,778	1,295,183
NET OF REVENUES/APPROPRIATIONS - FUND 54.001	0	0	0	926	0

MIDDLETON CDD- A
ANNUAL MAINTENANCE ASSESSMENT

Maintenance Assessments Billed

Unit	Net Assessable Acres	Lot Acres	# of Lots		FY2023-24 First Year $ 1,700,000
Phase I					
Unit 1B		17.82	127		1,298.08
Unit 1C		16.99	110		1,428.89
Unit 1D		2.98	13		2,120.66
Unit 1	**51.48**	**37.79**	**250**		
Unit 2A		3.05	34		777.25
Unit 2B		3.82	27		1,225.85
Unit 2C		17.58	120		1,269.33
Unit 2D		33.95	138		2,131.56
Unit 2	**74.51**	**58.40**	**319**		
Unit 3D		27.52	144		1,611.66
Unit 3Prer 1		3.32	3		9,332.65
Unit 3Prer 2		2.88	5		4,857.47
Unit 3Prer X		4.70	8		4,954.46
Unit 3	**47.71**	**38.42**	**160**		
Unit 4A		2.06	23		823.79
Unit 4B		10.23	75		1,254.56
Unit 4C		19.44	128		1,396.89
Unit 4D		9.61	39		2,266.39
Unit 4	**55.99**	**41.34**	**265**		
Parcel D	4.64		1		31,510.41
Parcel E	16.00		1		108,656.57
Total Phase I	**250.33**	**196.59**	**996**		
Budget Revenue (96%)				**$**	**1,632,000**
Tax Collector (2%)				$	34,000

GL NUMBER	DESCRIPTION	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 07/31/23	2023-24 FINAL BUDGET
Fund: 54.201 DEBT SERVICE 1						
ESTIMATED REVENUES						
325.111	DEBT SERVICE ASSESSMENT(REG)	0	0	0	0	2,622,756
325.112	DEBT SERVICE ASSESSMENT(PRE-PA	0	0	0	32,153	100,000
361.103	INT INCOME - USB	0	0	20,000	63,903	72,600
384.001	DEBT PROCEEDS-DEBT SERVICE FUN	0	0	3,473,344	3,473,344	0
669.901	(ADD)/USE-WORKING CAPITAL	0	0	(3,493,344)	0	(69,305)
TOTAL ESTIMATED REVENUES		0	0	0	3,569,400	2,726,051
APPROPRIATIONS						
314	TAX COLLECTOR FEES	0	0	0	0	54,641
321	ACCOUNTING SERVICES	0	0	0	0	1,000
323	TRUSTEE SERVICES	0	0	0	0	5,388
324	ARBITRAGE SERVICES	0	0	0	0	600
710	PRINCIPAL	0	0	0	0	450,000
715	PRINCIPAL PREPAYMENT	0	0	0	0	100,000
720	INTEREST	0	0	0	1,138,899	2,113,422
730	MISC BOND EXPENSES	0	0	0	0	1,000
919	TRANS TO MISCELLANEOUS	0	0	0	3,084,988	0
TOTAL APPROPRIATIONS		0	0	0	4,223,887	2,726,051
NET OF REVENUES/APPROPRIATIONS - FUND 54.201		0	0	0	(654,487)	0

FOR INFORMATION ONLY

Board Supervisors,

Attached are additional items for your information:

1) The General Fund Budget Form with the Proposed and Final columns which reflects the changes made throughout the budget process. The accounts with changes since the Proposed Budget are highlighted in yellow.

2) List of adjustments made since Proposed Budget

3) Working Capital and Reserve Spreadsheet

Please feel free to contact me at 751-3939 if you have any questions!

Brandy

FISCAL YEAR 2023-24 BUDGET REPORT

GL NUMBER	DESCRIPTION	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2022-23 ACTIVITY THRU 07/31/23	2023-24 PROPOSED BUDGET	2023-24 FINAL BUDGET	2023-24 FINAL AMT CHANGE	2023-24 FINAL % CHANGE
Fund: 54.001 GENERAL FUND									
ESTIMATED REVENUES									
325.211	MAINTENANCE ASSESSMENT	0	0	0	0	1,632,000	1,632,000	0	0.00
341.999	MISCELLANEOUS REVENUE	0	0	0	17	0	0	0	0.00
361.101	INT INCOME - CFB	0	0	0	910	100	100	0	0.00
366.001	CONTRIBUTIONS FROM DEVELOPER	4,676	0	769,228	119,777	0	0	0	0.00
669.901	(ADD)/USE-WORKING CAPITAL	0	0	0	0	(344,064)	(336,917)	7,147	(2.08)
TOTAL ESTIMATED REVENUES		4,676	0	769,228	120,704	1,288,036	1,295,183	7,147	0.55
APPROPRIATIONS									
241	WORKER'S COMPENSATION	0	0	27	18	25	25	0	0.00
311	ADMINISTRATIVE SVCS	500	0	69,930	58,275	116,549	117,744	1,195	1.03
312	ENGINEERING SERVICES	0	0	5,000	0	8,600	7,600	(1,000)	(11.63)
313	LEGAL SERVICES	1,200	0	1,000	10,496	2,000	2,000	0	0.00
314	TAX COLLECTOR FEES	0	0	0	0	34,000	34,000	0	0.00
319	OTHER PROFESSIONAL SVCS	0	0	8,000	2,302	11,079	11,079	0	0.00
322	AUDITING SERVICES	0	0	9,500	0	14,500	14,500	0	0.00
341	JANITORIAL SVCS	0	0	27,500	3,052	35,000	35,000	0	0.00
343	SYSTEMS MGMT SUPPORT	0	0	5,500	4,845	2,205	2,205	0	0.00
344	PAYROLL SERVICES	0	0	162	0	0	0	0	0.00
412	POSTAGE	53	0	100	0	100	100	0	0.00
431	ELECTRICITY	0	0	0	0	11,500	17,500	6,000	52.17
432	NATURAL GAS	0	0	0	0	0	4,800	4,800	0.00
433	WATER & SEWER	0	0	0	0	0	3,600	3,600	0.00
434	IRRIGATION WATER	0	0	67,381	0	135,219	45,832	(89,387)	(66.11)
451	CASUALTY & LIABILITY INSUR	1,691	0	5,000	4,583	5,750	5,750	0	0.00
462	BUILDING/STRUCTURE MAINT	0	0	170,950	14,751	143,550	126,085	(17,465)	(12.17)
463	LANDSCAPE MAINT-RECURRING	0	0	294,726	7,610	544,784	92,710	(452,074)	(82.98)
464	LANDSCAPE MAINT-NON RECURRING	0	0	6,750	0	20,000	15,000	(5,000)	(25.00)
466	POOL MAINTENANCE	0	0	0	0	132,000	132,000	0	0.00
468	IRRIGATION REPAIR	0	0	18,277	0	20,000	10,000	(10,000)	(50.00)
469	OTHER MAINTENANCE	0	0	69,950	5,191	46,700	46,700	0	0.00
493	PERMITS & LICENSES	100	0	1,375	450	2,975	1,775	(1,200)	(40.34)
497	LEGAL ADVERTISING	1,052	0	500	1,026	500	500	0	0.00
498	PROJECT WIDE FEES	0	0	0	0	0	559,678	559,678	0.00
499	MISC CURRENT CHARGES	80	0	0	0	200	200	0	0.00
522	OPERATING SUPPLIES	0	0	600	334	800	800	0	0.00
524	NON CAPITAL FF&E	0	0	7,000	6,845	0	8,000	8,000	0.00
TOTAL APPROPRIATIONS		4,676	0	769,228	119,778	1,288,036	1,295,183	7,147	0.55
NET OF REVENUES/APPROPRIATIONS - FUND 54.001		0	0	0	926	0	0	0	0.00

Middleton-A
Adjustments since Proposed Budget
FY 2023-24

- **311:** Administrative Services increased $1,195 due to final cost allocation adjustments.

- **431:** Electricity increased $6,000 due to adding funds for electricity for the Recreation Centers

- **432:** Natural Gas increased $4,800 due to adding funds for natural gas for the Recreation Centers

- **433:** Water & Sewer increased $3,600 due to adding funds for water and sewer at the Recreation Centers.

- **498:** Project Wide Fees increased $559,678 due to the establishment of the Middleton Maintenance Advisory Committee.

- **524:** Non-Capital FF&E increased $8,000 due to adding funds for bench and trash can replacement.

- Decreases in various line items due to maintenance of various areas included in the proposed budget transferring to the Middleton Maintenance Advisory Committee Budget.

    - **312:** Engineering Services decreased $1,000.
    - **434:** Irrigation Water decreased $89,387.
    - **462:** Building/Structure Maintenance decreased $17,465.
    - **463:** Landscape Maintenance- Recurring decreased $452,074.
    - **464:** Landscape Maintenance – Non-recurring decreased $5,000.
    - **468:** Irrigation Repairs – decreased $10,000.
    - **493:** Permits and Licenses decreased $1,200.

Middleton-A
Adjustments since Proposed Budget
FY 2023-24

Proposed Budget	**$ 1,288,036**
Administrative Services	1,195
Engineering Services	(1,000)
Electricity	6,000
Natural Gas	4,800
Water & Sewer	3,600
Irrigation Water	(89,387)
Building/Structure Maint.	(17,465)
Landscape Maint.- Recurring	(452,074)
Landscape Maint. – Non-Recurring	(5,000)
Irrigation Repair	(10,000)
Permits & Licenses	(1,200)
Project Wide Fees	559,678
Non-Capital FF&E	8,000
Final Budget	**$1,295,183**

MIDDLETON CDD-A
WORKING CAPITAL AND RESERVE BALANCES

WORKING CAPITAL	2022-23 Amended	2023-24 Proposed	2023-24 Final
Beginning Balance	0	0	0
Deposits	769,228	1,632,100	1,632,100
Expenditures	769,228	1,288,036	1,295,183
Ending Balance	0	344,064	336,917

FY23-24 Operating Budget	$1,295,183
3-Months	$323,796
4-Months	$431,728

MIDDLETON CDD-A - DEBT SERVICE FUND - 2022 ASSESSMENT BONDS

	2022-23 Amended Budget	2023-24 Proposed Budget	2023-24 Final Budget
Debt Service			
Beginning Balance	-	3,493,344	3,493,344
Deposits	3,493,344	2,795,356	2,795,356
Expenditures	-	2,726,051	2,726,051
Ending Balance	3,493,344	3,562,649	3,562,649

RESOLUTION 2024-02

A RESOLUTION TO AMEND BUDGET FOR THE MIDDLETON COMMUNITY DEVELOPMENT DISTRICT-A FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024

WHEREAS, on September 15, 2023, the Middleton Community Development District-A Board of Supervisors approved an interlocal governmental agreement for the maintenance of Water Conservation Structures; and,

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors, the District's Storm Water Management Fund Management Fees for the operating budget for Fiscal Year 2023-24; and,

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors an Amended Budget for the District's General Fund operating budget for Fiscal Year 2023-24.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MIDDLETON COMMUNITY DEVELOPMENT DISTRICT-A;

Sources:			
54.001-00.00.000-669.901	Working Capital	$	19,007
Disbursements:			
54.001-00.00.000-538.498	Stormwater Management Fees	$	19,007

Adopted this 17th day of November 2023.

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT-A

Joe Ricciardi, Chair

Kenneth C. Blocker, Secretary

Footnotes to Budget:

241 Worker's Compensation: Premiums and benefits paid for Worker's Compensation insurance. Contact the Office of Management & Budget for cost.

311 Management Fees: Fees paid for management services through the cost allocation process. These amounts will be provided by the Office of Management & Budget.

312 Engineering Services: Expenses related to any professional engineering or surveying services procured.

313 Legal Services: Any fees paid to an attorney for legal services provided to the districts.

314 Tax Collector Fees: Fees paid to the county tax collector for the collection of maintenance assessments.

319 Other Professional Services: Fees paid for investment services, environmental services, Maxicom and any other professional services not outlined in the preceding accounts.

322 Auditing Services: Services obtained to perform independent external audit engagements. Includes both financial and non-financial audits.

341 Janitorial Services: Custodial services procured independently through contract or agreement with an individual or company.

343 Systems Management Support: Fees paid for all IT services or maintenance contracts and license fees for any computer hardware or software.

344 Payroll Services: Expenses related to the services procured for payroll processing from an outside source.

412 Postage: This includes all postage and freight service expenses.

431 Electricity: Monthly fees for electric service.

432 Natural Gas: Monthly fees for natural gas service.

433 Water & Sewer: Monthly fees for water and sewer service.

434 Irrigation Water: Fees for water usage associated with irrigation.

451 Casualty & Liability Insurance: Amount to cover property damage, fire damage, etc. This amount will be furnished by the Office of Management & Budget.

462 Building/Structure Maintenance: Any maintenance performed on district buildings or infrastructures including streets, sidewalks, parking lots, storm drainage, retention areas, pumps, etc.

463 Landscape Maintenance-Recurring: Landscape maintenance that is performed on a regular or contractual basis.

464 Landscape Maintenance-Non-Recurring: Any landscape maintenance that is performed outside of the normal maintenance schedule.

466 Pool Maintenance: The costs associated with the maintenance and repair of pools, including pump repair/replacement, cleaning, etc.

468 Irrigation Repair: Costs applicable to the repair and maintenance of irrigation systems.

469 Other Maintenance: Other maintenance expenses not outlined in the previous accounts.

493 Permits & Licenses: Fees paid for any permits or licenses, including building permits, vehicle tags, etc.

497 Legal Advertising: Costs applicable to items that legally must be advertised. Ex: public notices.

498 Project Wide Fees: Fees paid for services provided by the Project Wide Fund through the cost allocation process. These amounts will be provided by the Office of Management & Budget.

499 Miscellaneous Current Charges: Any other current charges that are not outlined in the previous accounts.

522 Operating Supplies: Includes materials and supplies necessary for the basic operation of a department, including cleaning supplies.

524 Non-Capital FF&E: Furniture, fixtures, and ALL equipment (tangible property) that have an individual cost of less than $10,000 excluding computer hardware/software, telephones, and ATA Devices.

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ANNUAL ASSESSMENT PER LOT

FOR SERIES 2022 SPECIAL ASSESSMENT REVENUE BONDS

INTEREST: 6.24%

Unit 1 B Series (Recess Series) Lots 1-46,59-111,138-157 and 233-240

Tax Bill Due	Principal	Interest	Admin	Total	Balance
2023	$0.00	$0.00	$0.00	$0.00	$29,209.97
2024	$374.49	$1,749.04	$150.06	$2,273.59	$28,835.48
2025	$395.29	$1,729.02	$150.11	$2,274.42	$28,440.19
2026	$416.10	$1,707.93	$150.09	$2,274.12	$28,024.09
2027	$436.90	$1,685.75	$149.99	$2,272.64	$27,587.19
2028	$461.87	$1,661.80	$150.07	$2,273.74	$27,125.32
2029	$486.83	$1,635.95	$150.00	$2,272.78	$26,638.49
2030	$515.96	$1,608.63	$150.13	$2,274.72	$26,122.53
2031	$545.09	$1,579.71	$150.15	$2,274.95	$25,577.44
2032	$574.21	$1,549.21	$150.05	$2,273.47	$25,003.23
2033	$607.50	$1,515.79	$150.04	$2,273.33	$24,395.73
2034	$644.95	$1,479.16	$150.10	$2,274.21	$23,750.78
2035	$682.40	$1,440.34	$150.00	$2,272.74	$23,068.38
2036	$724.01	$1,399.20	$150.03	$2,273.24	$22,344.37
2037	$769.78	$1,355.50	$150.18	$2,275.46	$21,574.59
2038	$815.55	$1,308.11	$150.07	$2,273.73	$20,759.04
2039	$869.64	$1,256.72	$150.26	$2,276.62	$19,889.40
2040	$923.73	$1,202.02	$150.21	$2,275.96	$18,965.67
2041	$981.99	$1,143.89	$150.22	$2,276.10	$17,983.68
2042	$1,044.40	$1,082.09	$150.27	$2,276.76	$16,939.28
2043	$1,106.82	$1,015.92	$150.00	$2,272.74	$15,832.46
2044	$1,177.55	$945.11	$150.00	$2,272.66	$14,654.91
2045	$1,256.61	$869.65	$150.25	$2,276.51	$13,398.30
2046	$1,335.67	$789.29	$150.16	$2,275.12	$12,062.63
2047	$1,418.89	$703.90	$150.00	$2,272.79	$10,643.74
2048	$1,510.43	$613.09	$150.06	$2,273.58	$9,133.31
2049	$1,610.29	$516.35	$150.28	$2,276.92	$7,523.02
2050	$1,710.15	$413.41	$150.06	$2,273.62	$5,812.87
2051	$1,818.34	$304.03	$149.97	$2,272.34	$3,994.53
2052	$1,934.85	$187.68	$149.99	$2,272.52	$2,059.68
2053	$2,059.68	$63.85	$150.06	$2,273.59	($0.00)
Totals	$29,209.97	$34,512.14	$4,502.86	$68,224.97	

Total Principal	**$35,100,000**
Total Net Interest	**41,471,354**
Total Admin.	**5,410,824**
Total Asses.	**$81,982,177**
# acres platted Unit 1	**51.48**
net total asses. acres	**229.69**
# lots platted Unit 1	**250**
Total Asses. Unit 1	**7,866,899**

Total Principal	**$7,866,899**
Total Net Interest	**9,294,899**
Total Admin.	**1,212,718**
Total Asses.	**$18,374,516**
# acres platted	**17.82**
net total asses. acres	**37.79**
# lots platted	**127**
Total Asses. per Lot	**68,225**

Number of Payments	**30**
Average Annual Assessment	$2,274.17

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ANNUAL ASSESSMENT PER LOT

FOR SERIES 2022 SPECIAL ASSESSMENT REVENUE BONDS

INTEREST: 6.24%

Unit 1 C Series (Field Day Series) Lots 47-58, 112-124, 158-232 and 241-250

Tax Bill Due	Principal	Interest	Admin	Total	Balance
2023	$0.00	$0.00	$0.00	$0.00	$32,153.44
2024	$412.22	$1,925.29	$165.18	$2,502.69	$31,741.22
2025	$435.12	$1,903.26	$165.24	$2,503.62	$31,306.10
2026	$458.03	$1,880.03	$165.22	$2,503.28	$30,848.07
2027	$480.93	$1,855.62	$165.11	$2,501.66	$30,367.14
2028	$508.41	$1,829.26	$165.19	$2,502.86	$29,858.73
2029	$535.89	$1,800.81	$165.12	$2,501.82	$29,322.84
2030	$567.95	$1,770.73	$165.26	$2,503.94	$28,754.89
2031	$600.01	$1,738.90	$165.28	$2,504.19	$28,154.88
2032	$632.08	$1,705.33	$165.17	$2,502.58	$27,522.80
2033	$668.72	$1,668.54	$165.16	$2,502.42	$26,854.08
2034	$709.94	$1,628.22	$165.22	$2,503.38	$26,144.14
2035	$751.16	$1,585.48	$165.12	$2,501.76	$25,392.98
2036	$796.97	$1,540.20	$165.15	$2,502.32	$24,596.01
2037	$847.35	$1,492.10	$165.31	$2,504.76	$23,748.66
2038	$897.73	$1,439.93	$165.19	$2,502.85	$22,850.93
2039	$957.27	$1,383.36	$165.40	$2,506.03	$21,893.66
2040	$1,016.82	$1,323.15	$165.35	$2,505.32	$20,876.84
2041	$1,080.94	$1,259.16	$165.36	$2,505.46	$19,795.90
2042	$1,149.65	$1,191.13	$165.41	$2,506.19	$18,646.25
2043	$1,218.35	$1,118.30	$165.12	$2,501.77	$17,427.90
2044	$1,296.21	$1,040.35	$165.11	$2,501.67	$16,131.69
2045	$1,383.24	$957.28	$165.39	$2,505.91	$14,748.45
2046	$1,470.26	$868.83	$165.29	$2,504.38	$13,278.19
2047	$1,561.87	$774.83	$165.12	$2,501.82	$11,716.32
2048	$1,662.63	$674.87	$165.18	$2,502.68	$10,053.69
2049	$1,772.56	$568.38	$165.42	$2,506.36	$8,281.13
2050	$1,882.49	$455.07	$165.18	$2,502.74	$6,398.64
2051	$2,001.57	$334.67	$165.09	$2,501.33	$4,397.07
2052	$2,129.82	$206.59	$165.10	$2,501.51	$2,267.25
2053	$2,267.25	$70.28	$165.18	$2,502.71	($0.00)
Totals	$32,153.44	$37,989.95	$4,956.62	$75,100.01	

Total Principal	**$35,100,000**
Total Net Interest	**41,471,354**
Total Admin.	**5,410,824**
Total Asses.	**$81,982,177**
# acres platted Unit 1	**51.48**
net total asses. acres	**229.69**
# lots platted Unit 1	**250**
Total Asses. Unit 1	**7,866,899**

Total Principal	**$7,866,899**
Total Net Interest	**9,294,899**
Total Admin.	**1,212,718**
Total Asses.	**$18,374,516**
# acres platted	**16.99**
net total asses. acres	**37.79**
# lots platted	**110**
Total Asses. per Lot	**75,100**

Number of Payments	**30**
Average Annual Assessment	$2,503.33

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ANNUAL ASSESSMENT PER LOT

FOR SERIES 2022 SPECIAL ASSESSMENT REVENUE BONDS

INTEREST: 6.24%

Unit 1 D Series (The Range Series) Lots 125-137

Tax Bill Due	Principal	Interest	Admin	Total	Balance
2023	$0.00	$0.00	$0.00	$0.00	$47,719.91
2024	$611.79	$2,857.38	$245.14	$3,714.31	$47,108.12
2025	$645.78	$2,824.68	$245.24	$3,715.70	$46,462.34
2026	$679.77	$2,790.22	$245.20	$3,715.19	$45,782.57
2027	$713.76	$2,753.99	$245.04	$3,712.79	$45,068.81
2028	$754.55	$2,714.87	$245.16	$3,714.58	$44,314.26
2029	$795.33	$2,672.63	$245.06	$3,713.02	$43,518.93
2030	$842.92	$2,627.99	$245.27	$3,716.18	$42,676.01
2031	$890.50	$2,580.75	$245.29	$3,716.54	$41,785.51
2032	$938.08	$2,530.93	$245.13	$3,714.14	$40,847.43
2033	$992.47	$2,476.33	$245.12	$3,713.92	$39,854.96
2034	$1,053.64	$2,416.48	$245.21	$3,715.33	$38,801.32
2035	$1,114.82	$2,353.06	$245.05	$3,712.93	$37,686.50
2036	$1,182.80	$2,285.85	$245.11	$3,713.76	$36,503.70
2037	$1,257.58	$2,214.47	$245.35	$3,717.40	$35,246.12
2038	$1,332.35	$2,137.05	$245.16	$3,714.56	$33,913.77
2039	$1,420.72	$2,053.08	$245.47	$3,719.27	$32,493.05
2040	$1,509.09	$1,963.72	$245.40	$3,718.21	$30,983.96
2041	$1,604.26	$1,868.76	$245.42	$3,718.44	$29,379.70
2042	$1,706.22	$1,767.79	$245.49	$3,719.50	$27,673.48
2043	$1,808.19	$1,659.70	$245.05	$3,712.94	$25,865.29
2044	$1,923.75	$1,544.01	$245.05	$3,712.81	$23,941.54
2045	$2,052.91	$1,420.73	$245.46	$3,719.10	$21,888.63
2046	$2,182.06	$1,289.45	$245.31	$3,716.82	$19,706.57
2047	$2,318.02	$1,149.95	$245.06	$3,713.03	$17,388.55
2048	$2,467.57	$1,001.59	$245.14	$3,714.30	$14,920.98
2049	$2,630.71	$843.55	$245.50	$3,719.76	$12,290.27
2050	$2,793.86	$675.39	$245.15	$3,714.40	$9,496.41
2051	$2,970.60	$496.69	$245.01	$3,712.30	$6,525.81
2052	$3,160.93	$306.61	$245.03	$3,712.57	$3,364.88
2053	$3,364.88	$104.31	$245.15	$3,714.34	($0.00)
Totals	$47,719.91	$56,382.01	$7,356.22	$111,458.14	

Total Principal	**$35,100,000**
Total Net Interest	**41,471,354**
Total Admin.	**5,410,824**
Total Asses.	**$81,982,177**
# acres platted Unit 1	**51.48**
net total asses. acres	**229.69**
# lots platted Unit 1	**250**
Total Asses. Unit 1	**7,866,899**

Total Principal	**$7,866,899**
Total Net Interest	**9,294,899**
Total Admin.	**1,212,718**
Total Asses.	**$18,374,516**
# acres platted	**2.98**
net total asses. acres	**37.79**
# lots platted	**13**
Total Asses. per Lot	**111,458**

Number of Payments	**30**
Average Annual Assessment	$3,715.27

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ANNUAL ASSESSMENT PER LOT

FOR SERIES 2022 SPECIAL ASSESSMENT REVENUE BONDS

INTEREST: 6.24%

Unit 2 A Series (Playground Series) Lots 155-177 and 309-319

Tax Bill Due	Principal	Interest	Admin	Total	Balance
2023	$0.00	$0.00	$0.00	$0.00	$17,489.91
2024	$224.23	$1,047.26	$89.85	$1,361.34	$17,265.68
2025	$236.69	$1,035.28	$89.88	$1,361.85	$17,028.99
2026	$249.14	$1,022.65	$89.87	$1,361.66	$16,779.85
2027	$261.60	$1,009.37	$89.81	$1,360.78	$16,518.25
2028	$276.55	$995.03	$89.85	$1,361.43	$16,241.70
2029	$291.50	$979.55	$89.82	$1,360.87	$15,950.20
2030	$308.94	$963.19	$89.89	$1,362.02	$15,641.26
2031	$326.38	$945.88	$89.90	$1,362.16	$15,314.88
2032	$343.82	$927.61	$89.84	$1,361.27	$14,971.06
2033	$363.75	$907.61	$89.84	$1,361.20	$14,607.31
2034	$386.17	$885.67	$89.87	$1,361.71	$14,221.14
2035	$408.60	$862.42	$89.82	$1,360.84	$13,812.54
2036	$433.51	$837.79	$89.83	$1,361.13	$13,379.03
2037	$460.92	$811.63	$89.92	$1,362.47	$12,918.11
2038	$488.32	$783.25	$89.85	$1,361.42	$12,429.79
2039	$520.71	$752.48	$89.97	$1,363.16	$11,909.08
2040	$553.10	$719.73	$89.94	$1,362.77	$11,355.98
2041	$587.98	$684.92	$89.95	$1,362.85	$10,768.00
2042	$625.35	$647.92	$89.97	$1,363.24	$10,142.65
2043	$662.72	$608.30	$89.82	$1,360.84	$9,479.93
2044	$705.08	$565.90	$89.81	$1,360.79	$8,774.85
2045	$752.42	$520.72	$89.96	$1,363.10	$8,022.43
2046	$799.75	$472.60	$89.91	$1,362.26	$7,222.68
2047	$849.58	$421.47	$89.82	$1,360.87	$6,373.10
2048	$904.39	$367.10	$89.85	$1,361.34	$5,468.71
2049	$964.19	$309.17	$89.98	$1,363.34	$4,504.52
2050	$1,023.98	$247.54	$89.85	$1,361.37	$3,480.54
2051	$1,088.76	$182.04	$89.80	$1,360.60	$2,391.78
2052	$1,158.52	$112.38	$89.81	$1,360.71	$1,233.26
2053	$1,233.26	$38.23	$89.85	$1,361.34	$0.00
Totals	$17,489.91	$20,664.69	$2,696.13	$40,850.73	

Total Principal	**$35,100,000**
Total Net Interest	**41,471,354**
Total Admin.	**5,410,824**
Total Asses.	**$81,982,177**
# acres platted Unit 2	**74.51**
net total asses. acres	**229.69**
# lots platted Unit 2	**319**
Total Asses. Unit 2	**11,386,221**

Total Principal	**$11,386,221**
Total Net Interest	**13,453,048**
Total Admin.	**1,755,237**
Total Asses.	**$26,594,507**
# acres platted	**3.05**
net total asses. acres	**58.40**
# lots platted	**34**
Total Asses. per Lot	**40,851**

Number of Payments	**30**
Average Annual Assessment	$1,361.69

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ANNUAL ASSESSMENT PER LOT

FOR SERIES 2022 SPECIAL ASSESSMENT REVENUE BONDS

INTEREST: 6.24%

Unit 2 B Series (Recess Series) Lots 1, 145-154, 212-220 and 302-308

Tax Bill Due	Principal	Interest	Admin	Total	Balance
2023	$0.00	$0.00	$0.00	$0.00	$27,584.58
2024	$353.65	$1,651.71	$141.71	$2,147.07	$27,230.93
2025	$373.30	$1,632.81	$141.76	$2,147.87	$26,857.63
2026	$392.94	$1,612.89	$141.74	$2,147.57	$26,464.69
2027	$412.59	$1,591.95	$141.65	$2,146.19	$26,052.10
2028	$436.17	$1,569.33	$141.72	$2,147.22	$25,615.93
2029	$459.74	$1,544.92	$141.66	$2,146.32	$25,156.19
2030	$487.25	$1,519.11	$141.78	$2,148.14	$24,668.94
2031	$514.75	$1,491.81	$141.79	$2,148.35	$24,154.19
2032	$542.26	$1,463.01	$141.70	$2,146.97	$23,611.93
2033	$573.70	$1,431.45	$141.69	$2,146.84	$23,038.23
2034	$609.06	$1,396.85	$141.75	$2,147.66	$22,429.17
2035	$644.43	$1,360.19	$141.65	$2,146.27	$21,784.74
2036	$683.72	$1,321.34	$141.69	$2,146.75	$21,101.02
2037	$726.94	$1,280.08	$141.82	$2,148.84	$20,374.08
2038	$770.17	$1,235.33	$141.72	$2,147.22	$19,603.91
2039	$821.25	$1,186.79	$141.90	$2,149.94	$18,782.66
2040	$872.33	$1,135.13	$141.85	$2,149.31	$17,910.33
2041	$927.34	$1,080.24	$141.86	$2,149.44	$16,982.99
2042	$986.29	$1,021.88	$141.90	$2,150.07	$15,996.70
2043	$1,045.23	$959.39	$141.65	$2,146.27	$14,951.47
2044	$1,112.03	$892.52	$141.65	$2,146.20	$13,839.44
2045	$1,186.69	$821.26	$141.89	$2,149.84	$12,652.75
2046	$1,261.35	$745.37	$141.80	$2,148.52	$11,391.40
2047	$1,339.93	$664.73	$141.66	$2,146.32	$10,051.47
2048	$1,426.38	$578.97	$141.71	$2,147.06	$8,625.09
2049	$1,520.69	$487.61	$141.91	$2,150.21	$7,104.40
2050	$1,614.99	$390.41	$141.71	$2,147.11	$5,489.41
2051	$1,717.16	$287.11	$141.63	$2,145.90	$3,772.25
2052	$1,827.18	$177.24	$141.64	$2,146.06	$1,945.07
2053	$1,945.11	$60.30	$141.71	$2,147.12	($0.04)
Totals	$27,584.58	$32,591.73	$4,252.30	$64,428.65	

Total Principal	**$35,100,000**
Total Net Interest	**41,471,354**
Total Admin.	**5,410,824**
Total Asses.	**$81,982,177**
# acres platted Unit 2	**74.51**
net total asses. acres	**229.69**
# lots platted Unit 2	**319**
Total Asses. Unit 2	**11,386,221**

Total Principal	**$11,386,221**
Total Net Interest	**13,453,048**
Total Admin.	**1,755,237**
Total Asses.	**$26,594,507**
# acres platted	**3.82**
net total asses. acres	**58.40**
# lots platted	**27**
Total Asses. per Lot	**64,429**

Number of Payments	**30**
Average Annual Assessment	$2,147.62

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ANNUAL ASSESSMENT PER LOT

FOR SERIES 2022 SPECIAL ASSESSMENT REVENUE BONDS

INTEREST: 6.24%

Unit 2 C Series (Field Day Series) Lots 29-94, 143-144, 178-211, 261-266 and 278-289

Tax Bill Due	Principal	Interest	Admin	Total	Balance
2023	$0.00	$0.00	$0.00	$0.00	$28,563.04
2024	$366.19	$1,710.30	$146.73	$2,223.22	$28,196.85
2025	$386.54	$1,690.73	$146.79	$2,224.06	$27,810.31
2026	$406.88	$1,670.10	$146.77	$2,223.75	$27,403.43
2027	$427.22	$1,648.41	$146.67	$2,222.30	$26,976.21
2028	$451.64	$1,625.00	$146.74	$2,223.38	$26,524.57
2029	$476.05	$1,599.72	$146.68	$2,222.45	$26,048.52
2030	$504.53	$1,573.00	$146.81	$2,224.34	$25,543.99
2031	$533.01	$1,544.73	$146.82	$2,224.56	$25,010.98
2032	$561.50	$1,514.90	$146.73	$2,223.13	$24,449.48
2033	$594.05	$1,482.22	$146.72	$2,222.99	$23,855.43
2034	$630.67	$1,446.40	$146.77	$2,223.84	$23,224.76
2035	$667.28	$1,408.44	$146.68	$2,222.40	$22,557.48
2036	$707.97	$1,368.21	$146.71	$2,222.89	$21,849.51
2037	$752.73	$1,325.48	$146.85	$2,225.06	$21,096.78
2038	$797.49	$1,279.14	$146.74	$2,223.37	$20,299.29
2039	$850.38	$1,228.88	$146.93	$2,226.19	$19,448.91
2040	$903.28	$1,175.40	$146.89	$2,225.57	$18,545.63
2041	$960.24	$1,118.56	$146.90	$2,225.70	$17,585.39
2042	$1,021.27	$1,058.12	$146.94	$2,226.33	$16,564.12
2043	$1,082.30	$993.42	$146.68	$2,222.40	$15,481.82
2044	$1,151.47	$924.18	$146.67	$2,222.32	$14,330.35
2045	$1,228.78	$850.39	$146.92	$2,226.09	$13,101.57
2046	$1,306.09	$771.81	$146.83	$2,224.73	$11,795.48
2047	$1,387.46	$688.31	$146.68	$2,222.45	$10,408.02
2048	$1,476.98	$599.51	$146.73	$2,223.22	$8,931.04
2049	$1,574.63	$504.91	$146.95	$2,226.49	$7,356.41
2050	$1,672.28	$404.26	$146.74	$2,223.28	$5,684.13
2051	$1,778.07	$297.30	$146.65	$2,222.02	$3,906.06
2052	$1,892.00	$183.52	$146.66	$2,222.18	$2,014.06
2053	$2,014.06	$62.44	$146.73	$2,223.23	($0.00)
Totals	$28,563.04	$33,747.79	$4,403.11	$66,713.94	

Total Principal	**$35,100,000**
Total Net Interest	**41,471,354**
Total Admin.	**5,410,824**
Total Asses.	**$81,982,177**
# acres platted Unit 2	**74.51**
net total asses. acres	**229.69**
# lots platted Unit 2	**319**
Total Asses. Unit 2	**11,386,221**

Total Principal	**$11,386,221**
Total Net Interest	**13,453,048**
Total Admin.	**1,755,237**
Total Asses.	**$26,594,507**
# acres platted	**17.58**
net total asses. acres	**58.40**
# lots platted	**120**
Total Asses. per Lot	**66,714**

Number of Payments	**30**
Average Annual Assessment	$2,223.80

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ANNUAL ASSESSMENT PER LOT

FOR SERIES 2022 SPECIAL ASSESSMENT REVENUE BONDS

INTEREST: 6.24%

Unit 2 D Series (The Range Series) Lots 2-28, 95-142, 221-260, 267-277 and 290-301

Tax Bill Due	Principal	Interest	Admin	Total	Balance
2023	$0.00	$0.00	$0.00	$0.00	$47,965.33
2024	$614.94	$2,872.07	$246.41	$3,733.42	$47,350.39
2025	$649.10	$2,839.21	$246.50	$3,734.81	$46,701.29
2026	$683.27	$2,804.57	$246.46	$3,734.30	$46,018.02
2027	$717.43	$2,768.15	$246.30	$3,731.88	$45,300.59
2028	$758.43	$2,728.83	$246.42	$3,733.68	$44,542.16
2029	$799.42	$2,686.38	$246.32	$3,732.12	$43,742.74
2030	$847.25	$2,641.51	$246.53	$3,735.29	$42,895.49
2031	$895.08	$2,594.03	$246.55	$3,735.66	$42,000.41
2032	$942.91	$2,543.94	$246.39	$3,733.24	$41,057.50
2033	$997.57	$2,489.07	$246.38	$3,733.02	$40,059.93
2034	$1,059.06	$2,428.91	$246.47	$3,734.44	$39,000.87
2035	$1,120.56	$2,365.16	$246.31	$3,732.03	$37,880.31
2036	$1,188.88	$2,297.61	$246.37	$3,732.86	$36,691.43
2037	$1,264.04	$2,225.86	$246.61	$3,736.51	$35,427.39
2038	$1,339.20	$2,148.04	$246.42	$3,733.66	$34,088.19
2039	$1,428.03	$2,063.64	$246.73	$3,738.40	$32,660.16
2040	$1,516.85	$1,973.82	$246.66	$3,737.33	$31,143.31
2041	$1,612.51	$1,878.38	$246.68	$3,737.57	$29,530.80
2042	$1,715.00	$1,776.89	$246.75	$3,738.64	$27,815.80
2043	$1,817.49	$1,668.24	$246.31	$3,732.04	$25,998.31
2044	$1,933.65	$1,551.95	$246.31	$3,731.91	$24,064.66
2045	$2,063.47	$1,428.04	$246.72	$3,738.23	$22,001.19
2046	$2,193.29	$1,296.08	$246.57	$3,735.94	$19,807.90
2047	$2,329.94	$1,155.86	$246.32	$3,732.12	$17,477.96
2048	$2,480.26	$1,006.75	$246.41	$3,733.42	$14,997.70
2049	$2,644.24	$847.89	$246.77	$3,738.90	$12,353.46
2050	$2,808.23	$678.86	$246.41	$3,733.50	$9,545.23
2051	$2,985.88	$499.24	$246.27	$3,731.39	$6,559.35
2052	$3,177.19	$308.19	$246.29	$3,731.67	$3,382.16
2053	$3,382.16	$104.85	$246.41	$3,733.42	$0.00
Totals	$47,965.33	$56,672.02	$7,394.05	$112,031.40	

Total Principal	**$35,100,000**
Total Net Interest	**41,471,354**
Total Admin.	**5,410,824**
Total Asses.	**$81,982,177**
# acres platted Unit 2	**74.51**
net total asses. acres	**229.69**
# lots platted Unit 2	**319**
Total Asses. Unit 2	**11,386,221**

Total Principal	**$11,386,221**
Total Net Interest	**13,453,048**
Total Admin.	**1,755,237**
Total Asses.	**$26,594,507**
# acres platted	**33.95**
net total asses. acres	**58.40**
# lots platted	**138**
Total Asses. per Lot	**112,031**

Number of Payments	**30**
Average Annual Assessment	$3,734.38

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ANNUAL ASSESSMENT PER LOT

FOR SERIES 2022 SPECIAL ASSESSMENT REVENUE BONDS

INTEREST: 6.24%

Unit 3B - D (The Range Series), Lots 145-146

Tax Bill Due	Principal	Interest	Admin	Total	Balance
2022	$0.00	$0.00	$0.00	$0.00	$36,266.07
2023	$0.00	$0.00	$0.00	$0.00	$36,266.07
2024	$464.95	$2,171.54	$186.30	$2,822.79	$35,801.12
2025	$490.78	$2,146.70	$186.37	$2,823.85	$35,310.34
2026	$516.61	$2,120.50	$186.35	$2,823.46	$34,793.73
2027	$542.44	$2,092.97	$186.23	$2,821.64	$34,251.29
2028	$573.44	$2,063.24	$186.32	$2,823.00	$33,677.85
2029	$604.43	$2,031.14	$186.24	$2,821.81	$33,073.42
2030	$640.60	$1,997.21	$186.40	$2,824.21	$32,432.82
2031	$676.76	$1,961.32	$186.42	$2,824.50	$31,756.06
2032	$712.92	$1,923.45	$186.30	$2,822.67	$31,043.14
2033	$754.25	$1,881.96	$186.28	$2,822.49	$30,288.89
2034	$800.75	$1,836.47	$186.36	$2,823.58	$29,488.14
2035	$847.24	$1,788.27	$186.24	$2,821.75	$28,640.90
2036	$898.90	$1,737.20	$186.28	$2,822.38	$27,742.00
2037	$955.73	$1,682.95	$186.46	$2,825.14	$26,786.27
2038	$1,012.56	$1,624.11	$186.32	$2,822.99	$25,773.71
2039	$1,079.72	$1,560.30	$186.55	$2,826.57	$24,693.99
2040	$1,146.88	$1,492.39	$186.50	$2,825.77	$23,547.11
2041	$1,219.20	$1,420.22	$186.51	$2,825.93	$22,327.91
2042	$1,296.69	$1,343.48	$186.56	$2,826.73	$21,031.22
2043	$1,374.18	$1,261.34	$186.24	$2,821.76	$19,657.04
2044	$1,462.01	$1,173.41	$186.23	$2,821.65	$18,195.03
2045	$1,560.16	$1,079.73	$186.54	$2,826.43	$16,634.87
2046	$1,658.32	$979.95	$186.43	$2,824.70	$14,976.55
2047	$1,761.64	$873.93	$186.24	$2,821.81	$13,214.91
2048	$1,875.30	$761.19	$186.30	$2,822.79	$11,339.61
2049	$1,999.28	$641.08	$186.58	$2,826.94	$9,340.33
2050	$2,123.27	$513.28	$186.31	$2,822.86	$7,217.06
2051	$2,257.59	$377.47	$186.20	$2,821.26	$4,959.47
2052	$2,402.24	$233.02	$186.22	$2,821.48	$2,557.23
2053	$2,557.23	$79.27	$186.30	$2,822.78	$0.00
Totals	$36,266.07	$42,849.09	$5,590.58	$84,705.72	

Total Principal	**$35,100,000**
Total Net Interest	**41,471,354**
Total Admin.	**5,410,824**
Total Asses.	**$81,982,177**
# acres platted Unit 3	**47.71**
net total asses. acres	**229.69**
# lots platted Unit 3	**160**
Total Asses. Unit 3	**7,290,788**

Total Principal	**$7,290,788**
Total Net Interest	**8,614,212**
Total Admin.	**1,123,908**
Total Asses.	**$17,028,908**
# acres platted	**0.583**
net total asses. acres	**38.42**
# lots platted	**2**
Total Asses. per Lot	**84,706**

Number of Payments	**30**
Average Annual Assessment	$2,823.52

The above assessment schedule reflects calculations so the maximum principal and the associated annual assessments of the Unit 3B D Series are not exceeded.

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ANNUAL ASSESSMENT PER LOT

FOR SERIES 2022 SPECIAL ASSESSMENT REVENUE BONDS

INTEREST: 6.24%

Unit 3B - (Premiere Series), Lots 147-157

Tax Bill Due	Principal	Interest	Admin	Total	Balance
2022	$0.00	$0.00	$0.00	$0.00	$74,491.56
2023	$0.00	$0.00	$0.00	$0.00	$74,491.56
2024	$955.02	$4,460.42	$382.68	$5,798.12	$73,536.54
2025	$1,008.08	$4,409.38	$382.82	$5,800.28	$72,528.46
2026	$1,061.13	$4,355.58	$382.77	$5,799.48	$71,467.33
2027	$1,114.19	$4,299.02	$382.52	$5,795.73	$70,353.14
2028	$1,177.86	$4,237.95	$382.70	$5,798.51	$69,175.28
2029	$1,241.53	$4,172.02	$382.54	$5,796.09	$67,933.75
2030	$1,315.81	$4,102.34	$382.87	$5,801.02	$66,617.94
2031	$1,390.08	$4,028.60	$382.90	$5,801.58	$65,227.86
2032	$1,464.36	$3,950.82	$382.66	$5,797.84	$63,763.50
2033	$1,549.25	$3,865.60	$382.63	$5,797.48	$62,214.25
2034	$1,644.76	$3,772.17	$382.78	$5,799.71	$60,569.49
2035	$1,740.26	$3,673.16	$382.53	$5,795.95	$58,829.23
2036	$1,846.37	$3,568.25	$382.62	$5,797.24	$56,982.86
2037	$1,963.10	$3,456.82	$382.99	$5,802.91	$55,019.76
2038	$2,079.82	$3,335.97	$382.70	$5,798.49	$52,939.94
2039	$2,217.77	$3,204.89	$383.19	$5,805.85	$50,722.17
2040	$2,355.72	$3,065.40	$383.08	$5,804.20	$48,366.45
2041	$2,504.27	$2,917.17	$383.10	$5,804.54	$45,862.18
2042	$2,663.44	$2,759.56	$383.21	$5,806.21	$43,198.74
2043	$2,822.61	$2,590.82	$382.53	$5,795.96	$40,376.13
2044	$3,003.01	$2,410.23	$382.52	$5,795.76	$37,373.12
2045	$3,204.62	$2,217.79	$383.17	$5,805.58	$34,168.50
2046	$3,406.24	$2,012.85	$382.93	$5,802.02	$30,762.26
2047	$3,618.46	$1,795.09	$382.54	$5,796.09	$27,143.80
2048	$3,851.91	$1,563.51	$382.67	$5,798.09	$23,291.89
2049	$4,106.59	$1,316.79	$383.24	$5,806.62	$19,185.30
2050	$4,361.26	$1,054.29	$382.68	$5,798.23	$14,824.04
2051	$4,637.15	$775.34	$382.47	$5,794.96	$10,186.89
2052	$4,934.27	$478.62	$382.50	$5,795.39	$5,252.62
2053	$5,252.62	$162.83	$382.67	$5,798.10	($0.00)
Totals	$74,491.56	$88,013.28	$11,483.21	$173,988.03	

Total Principal	**$35,100,000**
Total Net Interest	**41,471,354**
Total Admin.	**5,410,824**
Total Asses.	**$81,982,177**
# acres platted Unit 3	**47.71**
net total asses. acres	**229.69**
# lots platted Unit 3	**160**
Total Asses. Unit 3	**7,290,788**

Total Principal	**$7,290,788**
Total Net Interest	**8,614,212**
Total Admin.	**1,123,908**
Total Asses.	**$17,028,908**
# acres platted	**3.857**
net total asses. acres	**38.42**
# lots platted	**11**
Total Asses. per Lot	**173,988**

Number of Payments	**30**
Average Annual Assessment	$5,799.60

The above assessment schedule reflects calculations so the maximum principal and the associated annual assessments of the Unit 3B Premiere Series are not exceeded.

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ANNUAL ASSESSMENT PER LOT

FOR SERIES 2022 SPECIAL ASSESSMENT REVENUE BONDS

INTEREST: 6.24%

Unit 3-D (The Range Series) Lots 1-144

Tax Bill Due	Principal	Interest	Admin	Total	Balance
2022	$0.00	$0.00	$0.00	$0.00	$36,266.00
2023	$0.00	$0.00	$0.00	$0.00	$36,266.00
2024	$464.95	$2,171.56	$186.31	$2,822.82	$35,801.05
2025	$490.78	$2,146.71	$186.38	$2,823.87	$35,310.27
2026	$516.61	$2,120.52	$186.35	$2,823.48	$34,793.66
2027	$542.44	$2,092.98	$186.23	$2,821.65	$34,251.22
2028	$573.44	$2,063.25	$186.32	$2,823.01	$33,677.78
2029	$604.44	$2,031.15	$186.24	$2,821.83	$33,073.34
2030	$640.60	$1,997.23	$186.40	$2,824.23	$32,432.74
2031	$676.76	$1,961.33	$186.42	$2,824.51	$31,755.98
2032	$712.93	$1,923.46	$186.30	$2,822.69	$31,043.05
2033	$754.26	$1,881.97	$186.29	$2,822.52	$30,288.79
2034	$800.75	$1,836.49	$186.36	$2,823.60	$29,488.04
2035	$847.25	$1,788.28	$186.24	$2,821.77	$28,640.79
2036	$898.91	$1,737.21	$186.28	$2,822.40	$27,741.88
2037	$955.74	$1,682.96	$186.46	$2,825.16	$26,786.14
2038	$1,012.56	$1,624.12	$186.32	$2,823.00	$25,773.58
2039	$1,079.72	$1,560.31	$186.55	$2,826.58	$24,693.86
2040	$1,146.88	$1,492.39	$186.50	$2,825.77	$23,546.98
2041	$1,219.21	$1,420.23	$186.51	$2,825.95	$22,327.77
2042	$1,296.70	$1,343.49	$186.57	$2,826.76	$21,031.07
2043	$1,374.19	$1,261.34	$186.24	$2,821.77	$19,656.88
2044	$1,462.02	$1,173.42	$186.23	$2,821.67	$18,194.86
2045	$1,560.17	$1,079.73	$186.55	$2,826.45	$16,634.69
2046	$1,658.33	$979.96	$186.43	$2,824.72	$14,976.36
2047	$1,761.65	$873.94	$186.24	$2,821.83	$13,214.71
2048	$1,875.31	$761.19	$186.31	$2,822.81	$11,339.40
2049	$1,999.30	$641.08	$186.58	$2,826.96	$9,340.10
2050	$2,123.28	$513.28	$186.31	$2,822.87	$7,216.82
2051	$2,257.60	$377.47	$186.20	$2,821.27	$4,959.22
2052	$2,402.25	$233.02	$186.22	$2,821.49	$2,556.97
2053	$2,556.97	$79.27	$186.31	$2,822.55	($0.00)
Totals	$36,266.00	$42,849.34	$5,590.65	$84,705.99	

Total Principal	**$35,100,000**
Total Net Interest	**41,471,354**
Total Admin.	**5,410,824**
Total Asses.	**$81,982,177**
# acres platted Unit 3	**47.71**
net total asses. acres	**229.69**
# lots platted Unit 3	**160**
Total Asses. Unit 3	**7,290,788**

Total Principal	**$7,290,788**
Total Net Interest	**8,614,212**
Total Admin.	**1,123,908**
Total Asses.	**$17,028,908**
# acres platted	**27.51**
net total asses. acres	**38.42**
# lots platted	**144**
Total Asses. per Lot	**84,706**

Number of Payments	**30**
Average Annual Assessment	$2,823.53

The above assessment schedule reflects calculations so the maximum principal and the associated annual assessments of the Unit 3 D Series are not exceeded.

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ANNUAL ASSESSMENT PER LOT

FOR SERIES 2022 SPECIAL ASSESSMENT REVENUE BONDS

INTEREST: 6.24%

Unit 4-A (Playground Series) Lots 17-35, 173, 261-264

Tax Bill Due	Principal	Interest	Admin	Total	Balance
2022	$0.00	$0.00	$0.00	$0.00	$18,493.45
2023	$0.00	$0.00	$0.00	$0.00	$18,493.45
2024	$237.10	$1,107.35	$95.00	$1,439.45	$18,256.35
2025	$250.27	$1,094.68	$95.04	$1,439.99	$18,006.08
2026	$263.44	$1,081.33	$95.03	$1,439.80	$17,742.64
2027	$276.61	$1,067.28	$94.96	$1,438.85	$17,466.03
2028	$292.42	$1,052.12	$95.01	$1,439.55	$17,173.61
2029	$308.22	$1,035.76	$94.97	$1,438.95	$16,865.39
2030	$326.66	$1,018.46	$95.05	$1,440.17	$16,538.73
2031	$345.11	$1,000.15	$95.06	$1,440.32	$16,193.62
2032	$363.55	$980.84	$95.00	$1,439.39	$15,830.07
2033	$384.62	$959.68	$94.99	$1,439.29	$15,445.45
2034	$408.33	$936.49	$95.03	$1,439.85	$15,037.12
2035	$432.04	$911.91	$94.97	$1,438.92	$14,605.08
2036	$458.38	$885.86	$94.99	$1,439.23	$14,146.70
2037	$487.36	$858.20	$95.08	$1,440.64	$13,659.34
2038	$516.34	$828.20	$95.01	$1,439.55	$13,143.00
2039	$550.59	$795.65	$95.13	$1,441.37	$12,592.41
2040	$584.84	$761.02	$95.10	$1,440.96	$12,007.57
2041	$621.72	$724.22	$95.11	$1,441.05	$11,385.85
2042	$661.23	$685.09	$95.14	$1,441.46	$10,724.62
2043	$700.75	$643.20	$94.97	$1,438.92	$10,023.87
2044	$745.53	$598.37	$94.97	$1,438.87	$9,278.34
2045	$795.59	$550.59	$95.13	$1,441.31	$8,482.75
2046	$845.64	$499.72	$95.07	$1,440.43	$7,637.11
2047	$898.33	$445.65	$94.97	$1,438.95	$6,738.78
2048	$956.29	$388.16	$95.00	$1,439.45	$5,782.49
2049	$1,019.51	$326.91	$95.14	$1,441.56	$4,762.98
2050	$1,082.74	$261.74	$95.01	$1,439.49	$3,680.24
2051	$1,151.23	$192.49	$94.95	$1,438.67	$2,529.01
2052	$1,224.99	$118.82	$94.96	$1,438.77	$1,304.02
2053	$1,304.02	$40.42	$95.00	$1,439.44	$0.00
Totals	$18,493.45	$21,850.36	$2,850.84	$43,194.65	

Total Principal	**$35,100,000**
Total Net Interest	**41,471,354**
Total Admin.	**5,410,824**
Total Asses.	**$81,982,177**
# acres platted Unit 4	**55.99**
net total asses. Acres	**229.69**
# lots platted Unit 4	**274**
Total Asses. Unit 4	**8,556,093**

Total Principal	**$8,556,093**
Total Net Interest	**10,109,195**
Total Admin.	**1,318,960**
Total Asses.	**$19,984,249**
# acres platted	**2.19**
net total asses. acres	**41.42**
# lots platted	**24**
Total Asses. per Lot	**43,195**

5

Number of Payments	**30**
Average Annual Assessment	$1,439.82

The above assessment schedule reflects calculations and percentage reductions so the maximum principal and the associated annual assessments of the Unit 4 A Series are not exceeded.

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ANNUAL ASSESSMENT PER LOT

FOR SERIES 2022 SPECIAL ASSESSMENT REVENUE BONDS

INTEREST: 6.24%

Unit 4-B (Recess Series) Lots 1-16, 36-53, 78-84, 150-172, 237-260, 265-274

Tax Bill Due	Principal	Interest	Admin	Total	Balance
2022	$0.00	$0.00	$0.00	$0.00	$28,163.91
2023	$0.00	$0.00	$0.00	$0.00	$28,163.91
2024	$361.08	$1,686.40	$144.68	$2,192.16	$27,802.83
2025	$381.14	$1,667.10	$144.74	$2,192.98	$27,421.69
2026	$401.20	$1,646.76	$144.72	$2,192.68	$27,020.49
2027	$421.26	$1,625.38	$144.62	$2,191.26	$26,599.23
2028	$445.33	$1,602.29	$144.69	$2,192.31	$26,153.90
2029	$469.40	$1,577.37	$144.63	$2,191.40	$25,684.50
2030	$497.48	$1,551.02	$144.75	$2,193.25	$25,187.02
2031	$525.57	$1,523.14	$144.77	$2,193.48	$24,661.45
2032	$553.65	$1,493.73	$144.68	$2,192.06	$24,107.80
2033	$585.75	$1,461.51	$144.67	$2,191.93	$23,522.05
2034	$621.85	$1,426.19	$144.72	$2,192.76	$22,900.20
2035	$657.96	$1,388.76	$144.63	$2,191.35	$22,242.24
2036	$698.08	$1,349.09	$144.66	$2,191.83	$21,544.16
2037	$742.21	$1,306.96	$144.80	$2,193.97	$20,801.95
2038	$786.34	$1,261.27	$144.69	$2,192.30	$20,015.61
2039	$838.50	$1,211.71	$144.88	$2,195.09	$19,177.11
2040	$890.65	$1,158.97	$144.83	$2,194.45	$18,286.46
2041	$946.82	$1,102.93	$144.84	$2,194.59	$17,339.64
2042	$1,007.00	$1,043.34	$144.88	$2,195.22	$16,332.64
2043	$1,067.18	$979.54	$144.63	$2,191.35	$15,265.46
2044	$1,135.38	$911.26	$144.62	$2,191.26	$14,130.08
2045	$1,211.61	$838.51	$144.87	$2,194.99	$12,918.47
2046	$1,287.84	$761.02	$144.78	$2,193.64	$11,630.63
2047	$1,368.08	$678.69	$144.63	$2,191.40	$10,262.55
2048	$1,456.34	$591.13	$144.68	$2,192.15	$8,806.21
2049	$1,552.63	$497.86	$144.90	$2,195.39	$7,253.58
2050	$1,648.91	$398.61	$144.69	$2,192.21	$5,604.67
2051	$1,753.22	$293.14	$144.60	$2,190.96	$3,851.45
2052	$1,865.56	$180.96	$144.61	$2,191.13	$1,985.89
2053	$1,985.89	$61.56	$144.68	$2,192.13	($0.00)
Totals	$28,163.91	$33,276.20	$4,341.57	$65,781.68	

Total Principal	**$35,100,000**
Total Net Interest	**41,471,354**
Total Admin.	**5,410,824**
Total Asses.	**$81,982,177**
# acres platted Unit 4	**55.99**
net total asses. Acres	**229.69**
# lots platted Unit 4	**274**
Total Asses. Unit 4	**8,556,093**

Total Principal	**$8,556,093**
Total Net Interest	**10,109,195**
Total Admin.	**1,318,960**
Total Asses.	**$19,984,249**
# acres platted	**13.15**
net total asses. acres	**41.42**
# lots platted	**98**
Total Asses. per Lot	**65,782**

Number of Payments	**30**
Average Annual Assessment	$2,192.72

The above assessment schedule reflects calculations and percentage reductions so the maximum principal and the associated annual assessments of the Unit 4 B Series are not exceeded.

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ANNUAL ASSESSMENT PER LOT

FOR SERIES 2022 SPECIAL ASSESSMENT REVENUE BONDS

INTEREST: 6.24%

Unit 4-C (Field Day Series) Lots 54-77, 85-120, 123-124, 129-132, 174-180, 185, 189-236

Tax Bill Due	Principal	Interest	Admin	Total	Balance
2022	$0.00	$0.00	$0.00	$0.00	$31,359.19
2023	$0.00	$0.00	$0.00	$0.00	$31,359.19
2024	$402.04	$1,877.73	$161.10	$2,440.87	$30,957.15
2025	$424.38	$1,856.24	$161.16	$2,441.78	$30,532.77
2026	$446.71	$1,833.59	$161.13	$2,441.43	$30,086.06
2027	$469.05	$1,809.78	$161.03	$2,439.86	$29,617.01
2028	$495.85	$1,784.08	$161.11	$2,441.04	$29,121.16
2029	$522.65	$1,756.32	$161.04	$2,440.01	$28,598.51
2030	$553.92	$1,726.99	$161.18	$2,442.09	$28,044.59
2031	$585.19	$1,695.95	$161.19	$2,442.33	$27,459.40
2032	$616.46	$1,663.20	$161.09	$2,440.75	$26,842.94
2033	$652.20	$1,627.33	$161.08	$2,440.61	$26,190.74
2034	$692.40	$1,588.00	$161.14	$2,441.54	$25,498.34
2035	$732.61	$1,546.31	$161.04	$2,439.96	$24,765.73
2036	$777.28	$1,502.15	$161.07	$2,440.50	$23,988.45
2037	$826.42	$1,455.24	$161.23	$2,442.89	$23,162.03
2038	$875.56	$1,404.36	$161.11	$2,441.03	$22,286.47
2039	$933.63	$1,349.18	$161.31	$2,444.12	$21,352.84
2040	$991.70	$1,290.46	$161.27	$2,443.43	$20,361.14
2041	$1,054.24	$1,228.06	$161.28	$2,443.58	$19,306.90
2042	$1,121.25	$1,161.71	$161.32	$2,444.28	$18,185.65
2043	$1,188.25	$1,090.67	$161.04	$2,439.96	$16,997.40
2044	$1,264.20	$1,014.65	$161.03	$2,439.88	$15,733.20
2045	$1,349.07	$933.64	$161.30	$2,444.01	$14,384.13
2046	$1,433.95	$847.36	$161.21	$2,442.52	$12,950.18
2047	$1,523.29	$755.69	$161.04	$2,440.02	$11,426.89
2048	$1,621.57	$658.20	$161.10	$2,440.87	$9,805.32
2049	$1,728.78	$554.34	$161.33	$2,444.45	$8,076.54
2050	$1,835.99	$443.83	$161.10	$2,440.92	$6,240.55
2051	$1,952.13	$326.40	$161.01	$2,439.54	$4,288.42
2052	$2,077.21	$201.49	$161.02	$2,439.72	$2,211.21
2053	$2,211.21	$68.55	$161.10	$2,440.86	$0.00
Totals	$31,359.19	$37,051.50	$4,834.16	$73,244.85	

Total Principal	**$35,100,000**
Total Net Interest	**41,471,354**
Total Admin.	**5,410,824**
Total Asses.	**$81,982,177**
# acres platted Unit 4	**55.99**
net total asses. Acres	**229.69**
# lots platted Unit 4	**274**
Total Asses. Unit 4	**8,556,093**

Total Principal	**$8,556,093**
Total Net Interest	**10,109,195**
Total Admin.	**1,318,960**
Total Asses.	**$19,984,249**
# acres platted	**18.72**
net total asses. acres	**41.42**
# lots platted	**122**
Total Asses. per Lot	**73,245**

Number of Payments	**30**
Average Annual Assessment	$2,441.50

The above assessment schedule reflects calculations and percentage reductions so the maximum principal and the associated annual assessments of the Unit 4 C Series are not exceeded.

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ANNUAL ASSESSMENT PER LOT

FOR SERIES 2022 SPECIAL ASSESSMENT REVENUE BONDS

INTEREST: 6.24%

Unit 4-D (The Range Series) Lots 121-122, 125-128, 133-149, 181-184, 186-188

Tax Bill Due	Principal	Interest	Admin	Total	Balance
2022	$0.00	$0.00	$0.00	$0.00	$50,878.86
2023	$0.00	$0.00	$0.00	$0.00	$50,878.86
2024	$652.29	$3,046.53	$261.37	$3,960.19	$50,226.57
2025	$688.53	$3,011.67	$261.47	$3,961.67	$49,538.04
2026	$724.77	$2,974.92	$261.43	$3,961.12	$48,813.27
2027	$761.01	$2,936.29	$261.27	$3,958.57	$48,052.26
2028	$804.49	$2,894.58	$261.39	$3,960.46	$47,247.77
2029	$847.98	$2,849.55	$261.28	$3,958.81	$46,399.79
2030	$898.71	$2,801.96	$261.50	$3,962.17	$45,501.08
2031	$949.45	$2,751.59	$261.53	$3,962.57	$44,551.63
2032	$1,000.18	$2,698.47	$261.36	$3,960.01	$43,551.45
2033	$1,058.16	$2,640.26	$261.34	$3,959.76	$42,493.29
2034	$1,123.39	$2,576.45	$261.44	$3,961.28	$41,369.90
2035	$1,188.62	$2,508.82	$261.28	$3,958.72	$40,181.28
2036	$1,261.10	$2,437.17	$261.33	$3,959.60	$38,920.18
2037	$1,340.82	$2,361.06	$261.59	$3,963.47	$37,579.36
2038	$1,420.55	$2,278.52	$261.39	$3,960.46	$36,158.81
2039	$1,514.77	$2,188.99	$261.72	$3,965.48	$34,644.04
2040	$1,608.99	$2,093.72	$261.65	$3,964.36	$33,035.05
2041	$1,710.46	$1,992.47	$261.66	$3,964.59	$31,324.59
2042	$1,819.17	$1,884.82	$261.74	$3,965.73	$29,505.42
2043	$1,927.89	$1,769.57	$261.28	$3,958.74	$27,577.53
2044	$2,051.10	$1,646.22	$261.27	$3,958.59	$25,526.43
2045	$2,188.81	$1,514.78	$261.71	$3,965.30	$23,337.62
2046	$2,326.51	$1,374.81	$261.55	$3,962.87	$21,011.11
2047	$2,471.47	$1,226.07	$261.28	$3,958.82	$18,539.64
2048	$2,630.92	$1,067.90	$261.37	$3,960.19	$15,908.72
2049	$2,804.86	$899.39	$261.76	$3,966.01	$13,103.86
2050	$2,978.80	$720.10	$261.38	$3,960.28	$10,125.06
2051	$3,167.25	$529.57	$261.23	$3,958.05	$6,957.81
2052	$3,370.18	$326.91	$261.25	$3,958.34	$3,587.63
2053	$3,587.63	$111.22	$261.37	$3,960.22	($0.00)
Totals	$50,878.86	$60,114.38	$7,843.19	$118,836.43	

Total Principal	**$35,100,000**
Total Net Interest	**41,471,354**
Total Admin.	**5,410,824**
Total Asses.	**$81,982,177**
# acres platted Unit 4	**55.99**
net total asses. Acres	**229.69**
# lots platted Unit 4	**274**
Total Asses. Unit 4	**8,556,093**

Total Principal	**$8,556,093**
Total Net Interest	**10,109,195**
Total Admin.	**1,318,960**
Total Asses.	**$19,984,249**
# acres platted	**7.36**
net total asses. acres	**41.42**
# lots platted	**30**
Total Asses. per Lot	**118,836**

Number of Payments	**30**
Average Annual Assessment	$3,961.21

The above assessment schedule reflects calculations and percentage reductions so the maximum principal and the associated annual assessments of the Unit 4 D Series are not exceeded.

ACCOUNTANT'S CERTIFIED STATEMENT OF OPERATION

Pursuant to Chapter 190, Florida Statutes, MCDDA's accounts and records will be independently audited within nine (9) months after the end of each fiscal year. An annual financial report is then required to be prepared within forty-five (45) days after completion of the audit but no later than nine (9) months after the end of the fiscal year. MCDDA's first fiscal year ended on September 30, 2023. Included on the following pages is the Annual Financial Report (with Independent Auditors' Report) of MCDDA as of and for the year ended September 30, 2023.

FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

2023



ANNUAL FINANCIAL REPORT

(WITH INDEPENDENT AUDITORS' REPORT THEREON)

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT - A

TABLE OF CONTENT

FINANCIAL SECTION

Independent Auditors' Report 1

Management's Discussion and Analysis 4

Basic Financial Statements:

- Statement of Net Position 10
- Statement of Activities 11
- Balance Sheet - Governmental Funds 12
- Reconciliation of the Balance Sheet - Governmental Funds to the Statement of Net Position 13
- Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds 14
- Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds to the Statement of Activities 15
- Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual 16
- Notes to Basic Financial Statements 17

OTHER REPORTS

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards 29

Management Letter 31

Independent Accountants' Report 34



Financial Section

Annual Financial Report

PURVIS GRAY

INDEPENDENT AUDITOR'S REPORT

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

Report on the Audit of the Financial Statements

Opinions
We have audited the accompanying financial statements of the governmental activities and each major fund of the Middleton A Community Development District (the District) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2023, and the respective changes in financial position and the budgetary comparison statement for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions
We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

CERTIFIED PUBLIC ACCOUNTANTS
Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa
purvisgray.com
Members of American and Florida Institutes of Certified Public Accountants
An Independent Member of the BDO Alliance USA

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

INDEPENDENT AUDITOR'S REPORT

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

INDEPENDENT AUDITOR'S REPORT

operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 7, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Purvis Gray

March 7, 2024
Ocala, Florida

Management's Discussion and Analysis
September 30, 2023

This Management Discussion and Analysis report provides the reader with a narrative overview and analysis of the financial activities of the Middleton A Community Development District for the fiscal year ending September 30, 2023. This report is designed to (a) assist the reader in focusing on significant financial issues; (b) provide an overview of the District's financial activities; (c) identify changes in the District's financial position and its ability to address the next and subsequent year challenges (d) identify any material deviations from the financial plan (the approved budget), and (e) identify any individual fund issues and concerns. The information contained within this section should be considered in conjunction with the District's Financial Statements.

Financial Highlights

- Total assets of the District are $71,943,679; the deferred outflows of the resources of the District are $0; total assets and deferred outflows have increased $71,939,003 over prior year.
- Total liabilities of the District are $39,185,918; the deferred inflows of the resources of the District are $0; total liabilities and deferred inflows have increased $39,181,242. This increase is primarily due to total debt.
- The assets and deferred outflows of the District exceeded its liabilities and deferred inflows by $32,757,761 (net position) as of September 30, 2023. Of this amount, $34,288,825 is Restricted for Debt Service, $1,733 is Unrestricted and can be used at the discretion of the Board of Supervisors, ($1,532,797) is the Net Investment of Capital Assets.
- Depreciation expenses on existing capital assets for the current fiscal year amounted to $429,341 to show the need for the gradual replacement of these assets over time.
- The District's total debt increased by $35,100,000 during the year ending September 30, 2023, from zero balance in prior year.

Overview of the Financial Statements

The discussion and analysis are intended to serve as an introduction to the District's basic financial statements.

The District's basic financial statements consist of three sections:

- Government-wide financial statements
- Fund financial statements
- Notes to the financial statements.

This report also contains other supplemental information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the District's assets (and deferred outflows) and liabilities (and deferred inflows), with the difference reported as *net position*. Over time, increases and

decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The *Statement of Changes in Net Position*, also referred to as the *Statement of Activities*, presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected assessments).

The government-wide financial statements are provided on pages 10 - 11 of this report.

Fund Financial Statements

The fund financial statements provide more detailed information about the District's major funds individually. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District are considered governmental funds. There are no proprietary or fiduciary funds maintained by the District. The fund financial statements present information in more detail than the government-wide financial statements.

Governmental funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds, the General Fund, the Debt Service Fund and the Capital Projects Fund. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balance for these funds, all of which are considered to be major funds.

A budgetary comparison statement is provided for the General Fund to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 12 - 16 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes are presented beginning on page 17.

Government-Wide Financial Statements and Analysis

Statement of Net Position

A comparison of the Statement of Net Position for the current year and prior year is presented below.

	Governmental Activities	
	September 30, 2023	September 30, 2022
Assets:		
Current and other assets	$ 2,650,984	4,676
Assessments receivable	35,010,176	-
Capital assets, (net of accumulated depreciation)	34,282,519	-
Total assets	71,943,679	4,676
Liabilities:		
Current and other liabilities	4,085,918	4,676
Long-term liabilities		
Due within one year	450,000	-
Due in more than one year	34,650,000	-
Total liabilities	39,185,918	4,676
Net position:		
Net investments in capital assets	(1,532,797)	-
Restricted for:		
Debt service	34,288,825	-
Unrestricted	1,733	-
Total net position	$ 32,757,761	-

As noted earlier, net position may serve as a useful indicator of a government's financial position over time. The District's total assets (and deferred outflows) exceeded total liabilities (and deferred inflows) by $32,757,761

The District's net position is broken down into three categories. 104.7% reflects restricted for debt service. ($1,532,797) or (4.7%) is its investment in capital assets less any related outstanding debt. The remaining portion of $1,733 or 0.0% is unrestricted and available to meet the future needs of the district.

Statement of Changes in Net Position

A comparison of the Statement of Changes in Net Position for the current year and prior year is presented below.

	Governmental Activities	
	September 30, 2023	September 30, 2022
Program revenues:		
Charges for services	$ 35,096,502	-
Operating grants and contributions	261,041	4,676
Donated capital	364,612	-
General revenues:		
Investment earnings (losses)	274,425	-
Other revenues	113	-
Total revenues	35,996,693	4,676
Expenses:		
General government services	628,746	4,676
Physical environment	161,282	-
Transportation	71	-
Interest on long-term debt	2,019,492	-
Depreciation expense	429,341	-
Total expenses	3,238,932	4,676
Changes in net position	32,757,761	-
Net position, ending	$ 32,757,761	-

As noted earlier, the Statement of Changes in Net Position presents information showing how the District's net position changed during the most recent fiscal year.

Revenues The District's revenues for the years ended September 30, 2023, and September 30, 2022 were $35,996,693 and $4,676 respectively. The District's expenses for the years ended September 30, 2023, and September 30, 2022, were $3,238,932 and $4,676 respectively. The increase in expense and revenue was related to growth of the District during the year.

Revenues include special assessment proceeds for maintenance and debt service, donated capital, debt service proceeds and investment earnings on cash balances held during the year. Charges for services totaled $35,096,502 in Fiscal Year 2023. During the current year, the District received $364,612 in land capital contributions and $261,041 in operating cash from the Developer. Investment income (loss) increased by $274,425 from zero balance in prior year.

Expenses General government service expense increased by $624,070 in fiscal year 2023 compared to fiscal year 2022. This increase relates to growth of the District during the year. Physical environment expenses include landscaping, irrigation, utilities and maintenance costs and totaled $161,282 for the fiscal year. Transportation expenses totaled $71. In 2023, interest expense totaled $2,019,492 and depreciation expense was recorded in the amount of $429,341. Total expenses increased $3,234,256 due to the growth of the District during the year.

Financial Analysis Of The Government's Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Following is a discussion of the financial statements on a fund accounting level.

Governmental Fund

As of September 30, 2023, the District's governmental funds reported a fund balance of ($554,341). This fund balance is made up of a Debt Service Fund of ($591,218) and a Capital Project Fund of $35,145.

The General Fund is the operating fund of the District. The General Fund reported an ending balance of $1,732.

General Fund Budgetary Highlights

The Budget to actual comparison statement outlines the original budget, amended budget, actual amounts and any variance between the final budget and actual amounts. Budget amendments are approved throughout the year.

Budgets are revised for a variety of reasons, such as an unforeseen expenditure. Below are notable variances between the original to final budget and final budget to actual.

- During fiscal year 2023, the final General Fund revenue budget was changed compared to the original budgeted revenues mostly due to an increase of $769,228 in other income.
- The total expenditure budget was changed compared to the original budgeted expenditures; there was $547,517 increase in building, landscape and other maintenance, $134,661 increase in management and other professional services, $68,313 increase in utility services, $18,710 increase in other expenditures and $27 increase in personnel services.
- Total revenues were $506,455, or 65.8% under budget for the year primarily in decrease in other income by $508,074
- Total expenses were $508,187 or 66.1% below budget for the fiscal year ending September 30, 2023

Capital Assets And Debt Administration

Capital Assets

The District's investment in capital assets for its governmental activities as of September 30, 2023 amounts to $34,282,519. This investment in capital assets includes land and improvements other than buildings. There were $34,711,860 of additions during the year. Depreciation expenses totaled $429,341 resulting in an overall net increase in capital assets of $34,282,519.

Additional information regarding the District's capital assets can be found in Note 4 of the Notes to Basic Financial Statements.

Long-Term Debt

As of September 30, 2023, the District has long-term debt outstanding totaling $35,100,000. During fiscal year 2022-2023, a total $35,100,000 of bonds were issued for Phase I of the District.

Additional information regarding the District's long-term debt can be found in Note 5 of the Notes to Basic Financial Statements.

Economic Factors and Next Year's Budget and Rates

Local, state and national economic factors influence the District's budget in a variety of ways. These factors were considered in preparing the District's General Fund budget for the 2023 Fiscal Year.

- The unemployment rate in Sumter County where the District is located was 4.8% in September 2023, an increase from 3.9% a year ago. The County's average unemployment rate was above the State's average unemployment rate of 3.0% which was below the national average rate of 3.6%.
- Inflationary trends in the area are comparable to national indices. The national Consumer Price Index (CPI) annual change for all urban consumers decreased from 8.2% in September 2022 to 3.7% in September 2023.

In Fiscal Year 2024, total General Fund revenues are projected to increase by $1,344,000 compared to Fiscal Year 2022 final budget. The increase is due to the addition of the Phase I maintenance assessments. The Fiscal Year 2024 General Fund expenditure budget projects an increase of $1,428,000, when compared to the Fiscal Year 2023 final budget. The increase in expenditures results primarily from an increase in project wide and repairs and maintenance services.

To Obtain Further Information

The District's financial statements are designed to provide a general overview of the District's finances and to demonstrate the District's accountability. If you have any questions about the report or would like additional financial information, contact the Village Community Development Districts, Finance Office at:

984 Old Mill Run
The Villages, FL 32162
Telephone (352) 753-0421

It is also suggested you visit our website at www.districtgov.org for general information and additional financial information about the District.

Statement of Net Position
September 30, 2023

	Governmental activities
Assets	
Cash and cash equivalents	$ 2,522,856
Receivables, net	118,400
Accrued interest receivable	9,728
Assessments receivable	35,010,176
Capital assets:	
Non depreciable assets	364,612
Depreciable assets (net of accumulated depreciation)	33,917,907
Total assets	71,943,679
Liabilities	
Accounts payable	48,355
Accrued interest payable	880,593
Due to other governments	72,065
Due to developer	3,084,905
Total current liabilities	4,085,918
Long-term debt:	
Due within one year	450,000
Due in more than one year	34,650,000
Total long-term debt	35,100,000
Total liabilities	39,185,918
Net position	
Net investments in capital assets	(1,532,797)
Restricted for:	
Debt service	34,288,825
Unrestricted	1,733
Total net position	$ 32,757,761

See accompanying notes to basic financial statements.

Statement of Activities
Year Ended September 30, 2023

Functions/Programs	Expenses	Program revenues: Charges for services	Program revenues: Operating grants and contributions	Program revenues: Capital grants and contributions	Net (expense) revenue and changes in net assets: Governmental activities	Net (expense) revenue and changes in net assets: Total
Governmental activities						
General government	$ 628,746	35,096,502	261,041	364,612	35,093,409	35,093,409
Physical environment	161,282	-	-	-	(161,282)	(161,282)
Transportation	71	-	-	-	(71)	(71)
Interest on long-term debt	2,019,492	-	-	-	(2,019,492)	(2,019,492)
Depreciation expense	429,341	-	-	-	(429,341)	(429,341)
Total governmental activities	3,238,932	35,096,502	261,041	364,612	32,483,223	32,483,223
Total primary government	3,238,932	35,096,502	261,041	364,612	32,483,223	32,483,223
General revenues						
Investment earnings (losses)					$ 274,425	274,425
Other revenues					113	113
Total general revenues					274,538	274,538
Change in net position					32,757,761	32,757,761
Net position, beginning					-	-
Net position, ending					$ 32,757,761	32,757,761

Balance Sheet – Governmental Funds
September 30, 2023

	General	Debt Service	Capital Projects	Total
Assets				
Cash and cash equivalents	$ 3,752	2,484,050	35,054	2,522,856
Receivables, net	118,400	-	-	118,400
Accrued interest receivable	-	9,637	91	9,728
Assessments receivable	-	35,010,176	-	35,010,176
Total assets	122,152	37,503,863	35,145	37,661,160
Liabilities				
Accounts payable	48,355	-	-	48,355
Due to other governments	72,065	-	-	72,065
Due to developer	-	3,084,905	-	3,084,905
Total liabilities	120,420	3,084,905	-	3,205,325
Deferred inflows of resources				
Unavailable special assessment revenue	-	35,010,176	-	35,010,176
Total liabilities and deferred inflows	120,420	38,095,081	-	38,215,501
Fund balances				
Restricted				
Capital improvements	-	-	35,145	35,145
Unassigned	1,732	(591,218)	-	(589,486)
Total fund balances	1,732	(591,218)	35,145	(554,341)
Total liabilities, deferred inflows and fund balances	$ 122,152	37,503,863	35,145	37,661,160

See accompanying notes to basic financial statements.

Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position
Year Ended September 30, 2023

Total fund balances, governmental funds		$ (554,341)
Total net position reported for governmental activities in the statement of net position is different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.		
Capital assets	$ 34,711,860	
Less accumulated depreciation	(429,341)	
		34,282,519
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds:		
Special assessment revenue bonds	(35,100,000)	
Accrued interest payable	(880,593)	
		(35,980,593)
Unavailable special assessment revenue reported in the funds is added to the beginning balance of net position restricted for debt service to reflect the revenue as recorded when the total assessment is levied.		35,010,176
Net position of governmental activities		$ 32,757,761

See accompanying notes to basic financial statements.

Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds
Year Ended September 30, 2023

	General	Debt Service	Capital Projects	Total
Revenues				
Special assessments:				
Special assessments	$ -	86,326	-	86,326
Investment earnings (losses)	1,619	72,915	199,891	274,425
Other income:				
Contributions and donations from private sources	261,041	-	-	261,041
Other revenues	113	-	-	113
Total revenues	262,773	159,241	199,891	621,905
Expenditures				
Current:				
General government	99,688	-	-	99,688
Physical environment	161,282	-	-	161,282
Transportation	71	-	-	71
Capital outlay	-	-	34,347,248	34,347,248
Debt service:				
Interest	-	1,138,899	-	1,138,899
Miscellaneous bond expense	-	-	529,058	529,058
Total expenditures	261,041	1,138,899	34,876,306	36,276,246
Excess (deficiency) of revenues over expenditures	1,732	(979,658)	(34,676,415)	(35,654,341)
Other financing sources (uses)				
Transfer in	-	39,156	3,124,060	3,163,216
Transfer out	-	(3,124,060)	(39,156)	(3,163,216)
Debt proceeds	-	3,473,344	31,626,656	35,100,000
Total other financing sources (uses)	-	388,440	34,711,560	35,100,000
Net change in fund balances	1,732	(591,218)	35,145	(554,341)
Fund balances, beginning	-	-	-	-
Fund balances, ending	$ 1,732	(591,218)	35,145	(554,341)

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds to the Statement of Activities
Year Ended September 30, 2023

Net change in fund balances – total governmental funds		$ (554,341)
Governmental funds report capital outlays as expenditures; however, in the statement of activities, the cost of those assets is capitalized and allocated over their estimated useful lives as depreciation expense. This is the amount of capital assets that were purchased and donated, offset by depreciation for the current period.		
Capital outlay	$ 34,347,248	
Depreciation expense	(429,341)	
Capital contributions - Land	364,612	
		34,282,519
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.		
Change in accrued interest payable	(880,593)	
		(880,593)
Governmental funds report special assessment debt service as revenue when collected, however in the statement of activities the revenue is recorded when the total assessment is levied.		
Special assessment receivable as of September 30, 2023	35,010,176	
		35,010,176
Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position.		
Bond proceeds (gross)		(35,100,000)
Change in net position of governmental activities		$ 32,757,761

See accompanying notes to basic financial statements.

Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual General Fund
Year ended September 30, 2023

	Original Budget	Amended Budget	YTD Actual	Variance
Revenues				
Investment earnings (losses)	$ -	$ -	$ 1,619	$ 1,619
Other income	-	769,228	261,154	(508,074)
Total revenues	-	769,228	262,773	(506,455)
Expenditures				
Personnel services	-	27	18	(9)
Management and other professional services	-	134,661	104,015	(30,646)
Utility services	-	68,313	1,102	(67,211)
Building, landscape and other maintenance	-	547,517	139,401	(408,116)
Other expenditures	-	18,710	16,505	(2,205)
Total expenditures	-	769,228	261,041	(508,187)
Net change in fund balances	-	-	1,732	1,732
Fund balances, beginning	-	-	-	-
Fund balances, ending	$ -	$ -	$ 1,732	$ 1,732

See accompanying notes to basic financial statements.

Notes to Financial Statements

Note 1 - Summary Of Significant Accounting Policies

Financial Reporting Entity
Middleton, By The Villages

During fiscal year 2023, the Developer introduced Middleton A, a family oriented or non-age restricted community known as "Middleton By The Villages." This community will offer residents their own recreation, community parks, and a charter school in addition to a town center with shopping, dining, and entertainment.

To provide for the necessary community wide infrastructure for this new community a new District was formed.

Middleton Community Development District A was established on May 9, 2022 for the purpose of planning, financing, constructing, operating, and maintaining certain community-wide infrastructure for a community development district located entirely within Sumter County, Florida. The District was created by the City of Wildwood, Florida Ordinance No. O2022-35, pursuant to the provisions of Chapter 190.005, Florida Statutes, and operates within the criteria established by Chapter 190. The District is governed by a five-member Board of Supervisors. As of September 30, 2023, the members of the Board of Supervisors are all employees of or affiliated with the Developer, The Villages Land Company, LLC.

The District boundary consists of approximately 2,485 acres in the city limits of the City of Wildwood. The development includes construction of 994 residential units in Phase I. The land within the District is part of the active family community known as "Middleton, By The Villages". The Villages Land Company, LLC was the developer and initial owner of the property within the District. As of September 30, 2023, 175 homes have been sold.

The financial statements of the District have been prepared in conformity with U.S. Generally Accepted Accounting Principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for establishing governmental accounting and financial reporting principles. As defined by GASB, the financial reporting entity is required to include the primary government, organizations for which the primary government is financially accountable and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Blended component units, on the other hand, are reported in a separate column in the statement of net position to emphasize they are legally separate from the government.

There are no component units that are legally separate from the District.

In order to acquire land and fund the construction costs of the District's public infrastructure, the District issued Special Assessment Revenue Bonds. The proceeds of these bonds are used to construct improvements within the District which consists of roadway improvements, landscaping, open areas, streetlights, multi-modal paths, master drainage systems and a water and wastewater distribution and collection service system. The bonds are supported by assessments that are levied upon the benefiting properties. In addition to the bond assessment for construction of the infrastructure, there is an annual maintenance assessment to provide for the services and ongoing maintenance and administration.

The Villages

The Villages continues to be developed by the developer, a family-owned business established for the single purpose of developing The Villages. Today, The Villages spans approximately 89 square miles across the

borders of Lake, Sumter and Marion Counties, the City of Wildwood, the City of Fruitland Park, the City of Leesburg and the Town of Lady Lake, Florida, with a population of approximately 150,000. Development is currently underway in the south end of The Villages.

There are no component units that are legally separate from the District. There are eighteen Community Development Districts in the total structure of The Villages, each being a separate government entity established pursuant to Chapter 190, Florida Statutes.

The following is a listing of these Community Development Districts:

- Village Center Community Development District provides water and sewer utility services, recreation facilities and services, security, fire protection, emergency medical first response and executive golf services to the residents. The cost of operations is funded by amenity and utility fees that residents pay monthly. This District also provides for the maintenance of common areas and roadways for the commercial areas within the District boundaries. The cost of maintenance in the commercial areas is funded through commercial maintenance assessments. Lastly, the District provides administrative services, including human resources, payroll, accounting, property management, recreation leadership and community standard services to the Community Development Districts.
- Sumter Landing Community Development District provides recreation facilities and services, security, fire protection, emergency medical first response (non-transport), and executive golf services to the residents. The cost of operations is funded by amenity fees that residents pay monthly. This District also provides for the maintenance of common areas and roadways for the commercial areas within the CDD boundaries in Sumter County. The cost of maintenance in the commercial areas is funded through commercial maintenance assessments.
- Brownwood Community Development District provides the maintenance of common areas and roadways for the commercial areas within the District boundaries in Sumter County. The cost of maintenance in the commercial areas is funded through commercial maintenance assessments as the new downtown area builds out.
- The Village Community Development District No. 1 boundary consists of approximately 993 acres in Sumter County. The development included construction of 3,420 residential units.
- The Village Community Development District No. 2 boundary consists of approximately 990 acres in Sumter County. The development included construction of 3,668 residential units.
- The Village Community Development District No. 3 boundary consists of approximately 894 acres in Sumter County. The development included construction of 3,762 residential units.
- The Village Community Development District No. 4 boundary consists of approximately 1,253 acres in Marion County. The development included construction of 5,432 residential units.
- The Village Community Development District No. 5 boundary consists of approximately 1,407 acres in Sumter County. The development included construction of 6,399 residential units.
- The Village Community Development District No. 6 boundary consists of approximately 1,497 acres in Sumter County. The development included construction of 6,697 residential units.
- The Village Community Development District No. 7 boundary consists of approximately 976 acres in Sumter County. The development included construction of 4,765 residential units.
- The Village Community Development District No. 8 boundary consists of approximately 1,098 acres in Sumter County. The development included construction of 5,193 residential units of which 10 are being used as lifestyle preview homes by the Developer.
- The Village Community Development District No. 9 boundary consists of approximately 1,299 acres in Sumter County. The development included construction of 5,409 residential units.

- The Village Community Development District No. 10 boundary consists of approximately 1,489 acres in Sumter County. The development includes construction of 6,639 residential units of which 56 are being used as lifestyle preview homes by the Developer.
- The Village Community Development District No. 11 boundary consists of approximately 693 acres within the city limits of Fruitland Park in Lake County. The development includes construction of 2,055 residential units.
- The Village Community Development District No. 12 boundary consists of approximately 1,483 acres within the city limits of the City of Wildwood in Sumter County. Planned development includes construction of 6,202 residential units of which 53 are being used as lifestyle preview homes by the Developer.
- The Village Community Development District No. 13 boundary consists of approximately 2,232 acres within the city limits of the City of Wildwood in Sumter County. Planned development includes construction of 8,062 residential units and of which 101 remain unsold as of the end of the fiscal year.
- The Village Community Development District No. 14 boundary consists of approximately 2,385 acres within the city limits of the City of Leesburg in Lake County. Planned development includes construction of Phase I to be 3,234 and construction is currently underway.
- The Village Community Development District No. 15 boundary consists of approximately 1,378 acres within the city limits of the City of Wildwood in Sumter County. Planned development includes construction of 3,616 residential units in Phase I and construction is currently underway.

It is anticipated that additional infrastructure improvements within The Villages will be undertaken by existing community development districts and/or a community development district yet to be created in the future, for which special assessments may be imposed on residences in The Villages and lands owned by the Developer.

In addition to the above community development districts, there are two dependent districts of Sumter County in the total structure of Districts:

- North Sumter County Utility Dependent District (NSCUDD) – NSCUDD is a dependent district of Sumter County. This dependent district provides water, wastewater, and non-potable irrigation water to Village properties between C.R. 466 to S.R 44 in Sumter County. NSCUDD also provides solid waste sanitation services for Sumter County, Marion County, and portions of The Villages that are in the City of Fruitland Park and City of Wildwood.
- Wildwood Utility Dependent District (WUDD) – WUDD is a dependent district of the City of Wildwood. This dependent district provides water, wastewater and irrigation service to Village properties located south of State Road 44.

Basis of Presentation

Government-wide Statements: The financial statements include both government-wide financial statements, based on the District as a whole, and fund financial statements. The government-wide financial statements report information on all of the non-fiduciary activities of the District. The effect of any inter- fund activity has been removed from these statements. Governmental activities, which normally are supported by assessments and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties. The District has no business- type activities.

The government-wide statement of net position reports the governmental activities of the District on a government-wide basis and on a full accrual basis, using the economic resources measurement focus, which incorporates long-term assets and receivables as well as long-term debt and obligations. The statement of net position also addresses deferred inflows and deferred outflows. The statement of activities reflects the expenses of the District, which are offset by revenues. Program revenues are defined

as charges for services, operating grants and contributions, and capital grants and contributions directly associated with a given function.

Program revenues in the statement of activities consist primarily of special assessment revenues. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Fund Financial Statements: Separate financial statements are provided for the governmental funds. Major individual governmental funds are presented in separate columns on the fund financial statements and all non-major funds are aggregated and displayed in a single column. The governmental fund financial statements include reconciliations with brief explanations to better identify the relationship between the government-wide and the statements of the governmental funds. The District reports the General Fund, the Debt Service fund and the Capital Projects Fund as major funds. The District has no non-major funds.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year in which the related debt is issued and the assessments established.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within sixty (60) days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

However, debt service expenditures are recorded when payment is due.

The following are the District's major governmental funds:

General Fund: The General Fund is the primary operating fund of the District and is used to account for all financial resources of the general government except those required to be accounted for in another fund.

Debt Service Fund: The Debt Service Fund is used to account for the accumulation of resources for, and payment of, general long-term debt principal, interest, and related costs.

Capital Projects Fund: The Capital Projects Fund is used to account for the funds provided through debt issues and other sources necessary to construct or acquire capital assets of the District.

Governmental Fund Balance Classifications

Governmental fund balances are classified as either non-spendable or spendable. Spendable balances are further classified as restricted, committed, assigned or unassigned, based on the extent to which there are external or internal constraints on the spending of these fund balances. A discussion of each is as follows:

- Non-spendable: This classification includes amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted into cash (such as inventories and prepaid amounts).
- Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either externally imposed by creditors, grantors, contributors, laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

- Committed: This classification includes amounts that can only be used for specific purposes established by the highest decision making authority in the government. Committed amounts cannot be used for any other purpose unless the District removes those constraints by taking the same type action.
- Assigned: This classification includes amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed.
- Unassigned: This classification includes the residual fund balance for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to a specific purpose within the General Fund. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed or assigned for those specific purposes.

The District does not currently use non-spendable or assigned categories of fund balance. All restricted fund balances relate to external debt service restrictions. The Board of Supervisors, the highest decision making authority of the District, approves the establishment, increase and reduction in committed fund balances by budget resolutions and amendments. All other fund balances are unassigned. Restricted and Committed fund balances are always used first for the purposes for which they are designated. Changes to this practice require prior Board of Supervisors approval. A minimum fund balance amount has not been formally adopted.

Budgetary Information

The annual budget is formally adopted by the Board of Supervisors and serves as the legal authorization for expenditures. Legal authority and control are established in accordance with Section 190.008, Florida Statutes. The annual budget, as well as any subsequent amendment, is adopted and approved for the General Fund and Debt Service Fund by the Board of Supervisors. Budgets are adopted on a basis consistent with GAAP. All budget amounts presented in the statements reflect the original budget and the amended final budget.

Assets, Liabilities and Net Position

Cash, Cash Equivalents and Investments The District considers cash and cash equivalents to be cash on hand, demand deposits, cash with fiscal agent, and short-term investments with original maturities of three months or less from the date of acquisition.

The District's investments are recorded at fair value unless the investment qualifies as an external investment pool and follows the guidance in GASB, which allows the investment to be recorded at amortized cost under certain criteria. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The method of measuring the fair value of investments uses the fair value hierarchy as defined by GASB.

Receivables and Payables The accounts receivable of the District are recorded in the government-wide and fund financial statements. Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds".

Deferred Outflows/Inflows of Resources In addition to assets, the statement of financial position may report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has no deferred outflows of resources.

In addition to liabilities, the statement of financial position may report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents

an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until then. There is one item that qualifies for reporting in this category. This deferred inflow, unavailable revenue, consists of special assessment revenue received/receivable by the District that is applicable to a future period.

Capital Assets Capital assets, which may include property (land), buildings, infrastructure assets (roads, sidewalks, etc.), improvements, equipment, construction in progress and intangible assets, are reported in the government-wide financial statements.

The District has established the threshold for additions to capital assets as an asset with an acquisition cost of $10,000 or more, and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. The District values and records donated capital assets at the estimated acquisition value of the item at the date of its donation.

Routine maintenance and repairs to capital assets are not included in the reported value because they do not increase the capacity or extend the useful life of the capital asset.

Depreciation of capital assets is computed using the straight-line method and is recorded in general government expenses in the District's Statement of Activities. Estimated useful lives of the assets are as follows:

• Improvement other than building and structure	40 years
Furniture and Equipment	5-10 years

Special Assessments: The District levies an annual bond and maintenance assessment to the land owners:

- **Bond Assessments:** The bond debt is repaid from the proceeds of an assessment levied by the District's Board of Supervisors. The levy is in the form of a non-ad valorem special assessment that will have a lien against properties within the boundary of the District that receive special benefits from the infrastructure improvements financed by the bonds. These assessments may be prepaid in total or in annual installments as a non-ad valorem special assessment. The bond assessment revenue and the debt service activity are accounted for in the Debt Service Fund.

  The assessment methodology consists of five steps.

  - The District Engineer determines the costs for all District improvements needed.
  - The assessable acres that benefit from the District's infrastructure improvements are determined.
  - The District Financial Advisor and Underwriter estimate total funding needed to acquire and/or construct the infrastructure improvements.
  - This amount is divided equally among the benefited properties on a net assessable acreage basis.
  - And finally, as land is platted, the debt on each assessable acre is allocated to each residential unit.

  This methodology is applied to both the bond and the maintenance assessments.

- **Maintenance Assessments:** In addition to the assessment for the repayment of bond obligations, the District has levied an assessment for the maintenance of the infrastructure and the operations of the District. This assessment is a part of the General Fund's annual budget. The maintenance assessment revenue is classified as program revenue and is accounted for in the General Fund.
- **Billing and Collection:** The District has entered into an agreement with the Tax Collector of Sumter County. The assessments are placed on the county property tax bill as a non-ad valorem assessment. They are collected by the county under the uniform tax collection process and then remitted to the District.

Net Position

Net investment in capital assets is intended to reflect the portion of net position which is associated with capital assets net of accumulated depreciation less outstanding capital asset related debt.

Restricted net position is assets that have third party (statutory, bond covenant or granting agency) or enabling legislation limits on their use. The District would typically use restricted assets first, as appropriate opportunities arise, but reserves the right to selectively defer the use thereof to a future project or replacement equipment acquisition.

Unrestricted net position represents net position not included in net investment in capital assets or restricted net position.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make various estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenditures/expenses during the reporting period. Some of these estimates include assessing the collectability of the receivables, the useful lives of capital assets, and the collectability of the liabilities. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they could ultimately differ from actual results.

Note 2 - Cash, Cash Equivalents And Investments

The District maintains an approved Investment Policy and Long-Term Portfolio Investment Policy in compliance with guidelines established by Florida Statutes.

The primary objective of the District's Investment Policy is to assure safety and preservation of principal.

The objective is to mitigate credit and interest rate risk, maintain the necessary liquidity to match expected liabilities and maximize yield.

The primary objective of the District's Long-term Portfolio Investment policy is to achieve a long-term (five years or longer) level of return commensurate with the contemporary economic conditions and equal to or exceeding the then prevailing investment environment.

Cash and Cash Equivalents: The District's cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent and short-term investments with an original maturity of three months or less.

The District invests its operating cash solely in Qualified Public Depositories that meet the requirements of Chapter 280, Florida Statutes "Florida Security for Public Deposits Act". In addition to protection of up to $250,000 for its deposits with a single bank as provided by the Federal Deposit Insurance Corporation (FDIC), the District's deposits are provided the extra level of security afforded by using a public depository that meets the requirements of Chapter 280. This includes the provision by the public depository of collateral based on the amount of public deposits maintained at the institution and the ability of the State of Florida to levy other public depositories for shortages in collateral in the event of the failure of a public depository. Citizens First Bank is a Qualified Public Depository.

Additionally the District invests Debt Service Funds deposited in the Trust accounts, in U.S. Bank Money Market Deposit Account. The money market fund seeks to provide stable income and preserve capital.

As of September 30, 2023, the District's Cash and Cash Equivalents consisted of:

Cash and Cash Equivalents	Fair Value	Weighted Average Maturity (Days)	Credit Rating
Citizens First Bank demand deposits	3,752	1.0	n/a
US Bank Money Market Fund	2,519,104	35.0	AAAm
Total Fair Value	$ 2,522,856		
Portfolio Weighted Average Maturity (WAM)		35.0	

Note 3 - Receivables And Payables

Receivables

The Assessments Receivable The infrastructure of the District is built with tax-exempt bonds. The proceeds of these bonds are used to construct improvements within the District which consists of roadway improvements, landscaping, open areas, streetlights, multi-modal paths, master drainage systems and a water and waste water distribution and collection service system. The bonds are supported by assessments that are levied upon the benefiting properties. The bonds are repaid with monies collected in the annual tax bill sent out by the County Tax Collector's Offices and appear in the Non-Ad Valorem section of the tax bill as "Bond Debt Assessment". As of September 30, 2023, the outstanding Assessment Receivable to support the future bond liability for the District was $35,010,176.

Due from Other Governments As of September 30, 2023 no balance is due from other governments.

Due from Other Funds The inter-fund balances result from the time lag between the dates that (1) inter-fund goods and services were provided or reimbursable expenditure occur, (2) transactions are recorded in the accounting system and (3) payments between funds are made. The balance, if any, at September 30, 2023 is expected to be repaid shortly after year-end from available current assets and next year funding.

There is no allowance for doubtful accounts as management believes the accounts are fully collectible as of September 30, 2023.

Payables

Accounts Payable As of September 30, 2023, a total $48,355 is due to trade vendors in the normal course of business. This balance is expected to be repaid shortly after year-end from available current assets and next year funding.

Due to other Governments As of September 30, 2023, a total $72,065 is due to other governments. The inter-government balances result from the time lag between the dates that (1) inter-government goods and services were provided or reimbursable expenditure occur, (2) transactions are recorded in the accounting system and (3) payments between governments are made. The balance at September 30, 2023 is expected to be repaid shortly after year-end from available current assets and next year funding.

Due to Other Funds The inter-fund balances result from the time lag between the dates that (1) inter-fund goods and services were provided or reimbursable expenditure occur, (2) transactions are recorded in the accounting system and (3) payments between funds are made. The balance, if any, at September 30, 2023 is expected to be repaid shortly after year-end from available current assets and next year funding.

Due to Developer As of September 30, 2023 a total $3,084,905 is Due to the Developer. This balance includes all requisitions for the construction of the District received from the Developer in excess of

the balance in the construction bond fund. This liability will be paid from any excess funds that become available in the Reserve account in the Debt Service Reserve Fund.

Note 4 - Capital Assets

Capital asset activity for the year ended September 30, 2023, was as follows:

	Beginning balance	Increases	Decreases	Ending balance
Governmental activities:				
Assets not being depreciated:				
Land	$ -	364,612	-	364,612
Total assets not being depreciated	-	364,612	-	364,612
Assets being depreciated:				
Improvements other than buildings	-	34,347,248	-	34,347,248
Less accumulated depreciation for:				
Improvements other than buildings	-	(429,341)	-	(429,341)
Total assets being depreciated, net	-	33,917,907	-	33,917,907
Governmental activities, capital assets	$ -	34,282,519	-	34,282,519

Note 5 - Long-Term Debt

Long-term debt consists of the following Special Assessment Revenue bonds as of September 30, 2023:

$35,100,000 Special Assessment Revenue Bonds, Series 2022 principal installments ranging from $450,000 to $2,475,000 through May 2053 in accordance with the redemption schedule. Interest is due semi-annually on May 1 and November 1 of each year until redemption or maturity. Interest rates range from 5.2% to 6.2%.	$ 35,100,000
Total long-term bond debt	$ 35,100,000
Less current installments of bonds payable	(450,000)
Revenue bonds payable less current installments	$ 34,650,000

The Special Assessment Revenue Bonds are secured by a lien and pledge of revenues under the indentures, which are derived through levy and collection on land within the District specifically benefited. These bonds are additionally secured by amounts on deposit in the funds and accounts created pursuant to the indentures.

The annual requirements to amortize the principal and interest of all revenue bonds payable as of September 30, 2023, are as follows:

	Principal	Interest	Total
Fiscal year ending September 30,			
2024	450,000	2,113,423	2,563,423
2025	475,000	2,090,023	2,565,023
2026	500,000	2,065,323	2,565,323
2027	525,000	2,039,323	2,564,323
2028	555,000	2,012,023	2,567,023
2029-2033	3,280,000	9,570,975	12,850,975
2034-2038	4,370,000	8,519,313	12,889,313
2039-2043	5,920,000	7,031,375	12,951,375
2044-2048	8,050,000	4,961,240	13,011,240
2049-2053	10,975,000	2,125,047	13,100,047
Total	$ 35,100,000	42,528,065	77,628,065

The following is a summary of changes in long-term debt:

	Beginning balance	Additions	Reductions	Ending balance	Due within one year
Governmental activities:					
Bonds payable	$ -	35,100,000	-	35,100,000	450,000
Governmental activities					
Long-term debt	$ -	35,100,000	-	35,100,000	450,000

The District issued $35,100,000 in Special Assessment Revenue Bonds, Series 2022 in May 2022, carrying an interest rate ranging from 5.2% to 6.2%. The first interest payment was made on May 1, 2023 and the first principal payment is due on May 1, 2024.

Debt Covenants and Pledged Revenues

The Bond indentures contain significant limitations and restrictions on the District regarding annual debt service requirements, the use of certain restricted accounts, minimum sinking fund balances and minimum revenue bond coverage. Management believes that the District has complied with all material financial- related covenants.

The District has pledged certain benefit special assessment revenue to pay the principal and interest on special assessment bonds issued to pay for infrastructure improvements. These special assessment revenue bonds were outstanding on September 30, 2023. Pledged revenues consist of special assessments to be billed in Fiscal Year ending September 30, 2024.

An interest payment for the Special Assessment Revenue Bonds, Series 2023 was made in the 2024 fiscal year. A capitalized interest fund was created at the time of issuance to cover the payments during the current year.

Note 6 - Related Parties

The District has no employees. For certain management, finance, technology and administrative services, the District entered into an inter-local agreement with Village Center Community Development District (Center District), a community development district created under Florida Statute 190. Under the agreement, management fees accrued to the Center District by the District for such services totaled $69,930 for the year ended September 30, 2023.

The District paid Villages Technology Solutions Group, a Developer owned technology company, a total $4,800 for technology services in FY 2023. The District paid The Daily Sun, a Developer Owned newspaper company, a total of $2,200 for certain legal advertisements.

Note 7 - Transfers In (Out)

During the fiscal year, $3,124,060 was transferred from the Debt Service Fund to the Capital Projects Fund to record additional construction costs and $39,156 represented interest earned on the reserved account balance. Additionally, $39,156 was transferred from the Capital Projects Fund to the Debt Service Fund to pay down deferred construction costs.

Note 8 - Risk Management

The District is exposed to various risks of loss related to general liability, crime, auto liability, employee practice liability, theft, damage and destruction of assets, errors and omissions and natural disasters. To manage much of this risk, the District carries insurance, however, the District retains risk for certain property coverage and for losses in excess of coverage limits. Any settled claims from these risks have not exceeded commercial insurance coverage in any of the past three years.

Other Reports

Annual Financial Report

PURVIS GRAY

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Middleton A Community Development District (the District) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated March 7, 2024.

Report on Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

CERTIFIED PUBLIC ACCOUNTANTS
Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa
purvisgray.com
Members of American and Florida Institutes of Certified Public Accountants
An Independent Member of the BDO Alliance USA

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Purvis Gray

March 7, 2024
Ocala, Florida

PURVIS GRAY

MANAGEMENT LETTER

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

Report on the Financial Statements
We have audited the financial statements of Middleton A Community Development District (the District) as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated March 7, 2024.

Auditor's Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements
We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with the American Institute of Certified Public Accountants *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated March 7, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General,* requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings in the prior audit report.

Official Title and Legal Authority
Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements (see Note 1 of the District's September 30, 2023, basic financial statements for this information). There are no component units related to the District.

CERTIFIED PUBLIC ACCOUNTANTS
Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa
purvisgray.com
Members of American and Florida Institutes of Certified Public Accountants
An Independent Member of the BDO Alliance USA

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

MANAGEMENT LETTER

Financial Condition and Management
Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special Districts
For information required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6 and 7, *Rules of the Auditor General*, please see attached information provided by management that is unaudited and, accordingly, we do not express an opinion or provide any assurance on the information.

Additional Matters
Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of This Letter
Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.

Purvis Gray

March 7, 2024
Ocala, Florida

Attachment to the Management Letter
For the Year Ending September 30, 2023

Specific Information (For a dependent special district or an independent special district, or a local government entity that includes the information of a dependent special district)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the (name of district) reported:

a) The total number of district employees compensated in the last pay period of the district's fiscal year as N/A.

b) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as N/A.

c) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as N/A.

d) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as N/A.

e) Each construction project with a total cost of at least $65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as $0.

f) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as _____. ***This is discussed in the "General Fund Budgetary Highlight" section of the Management Discussion and included as a "Budget to Actual" statement in the "Basic Financial Statements", page 16.***

Note: If the required information for a dependent special district is fulfilled by inclusion in the primary local government's audit report, a statement to that effect should be made in the dependent special district's audit report, and vice versa.

Specific Information (For an independent special district that imposes ad valorem taxes) Not Applicable

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the (name of district) reported:

a) The mileage rate or rates imposed by the district as N/A.

b) The total amount of ad valorem taxes collected by or on behalf of the district as N/A.

c) The total amount of outstanding bonds issued by the district and the terms of such bonds as N/A.

Specific Information (For an independent special district that imposes non-ad valorem special assessments)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the (name of district) reported:

a) The rate or rates of non-ad valorem special assessments imposed by the District as n/a for maintenance and bond payment assessment.

b) The total amount of special assessments collected by or on behalf of the district as $86,326.

c) The total amount of outstanding bonds issued by the district and the terms of such bonds as $35,100,000.

PURVIS GRAY

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH FLORIDA STATUTE SECTION 218.415 - INVESTMENT OF PUBLIC FUNDS

Board of Supervisors
Middleton A Community Development District
The Villages, Florida

We have examined Middleton A Community Development District's (the District) compliance with Section 218.415, Florida Statutes, with regards to the District's investments during the fiscal year ended September 30, 2023. District management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied with the aforementioned requirements during the fiscal year ended September 30, 2023, in all material respects.

This report is intended solely for the information and use of the Florida Auditor General, the Board of Supervisors of the District, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

Purvis Gray

March 7, 2024
Ocala, Florida

CERTIFIED PUBLIC ACCOUNTANTS
Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa
purvisgray.com
Members of American and Florida Institutes of Certified Public Accountants
An Independent Member of the BDO Alliance USA

EXISTING COMMERCIAL OR PROFESSIONAL TENANTS

This Offering Plan does not include any commercial or professional space.

INTERIM LEASES

The Sponsor is selling Homes under this Offering Plan. The Sponsor does not presently plan to rent any Homes in the Community.

PROCEDURE TO PURCHASE

Purchasers will be able to purchase either a Homesite with a Home of their choosing and selections to be constructed thereon ("Homesite-Home Purchase"), or a Homesite with a Home of a predetermined model and specifications constructed or to be constructed thereon ("Model Home Purchase").

Homesite-Home Purchase

A prospective Purchaser of a Homesite-Home Purchase will enter into two (2) contracts with the Sponsor, as "Seller," for the purchase of a Homesite and construction of Home thereon. Initially, the Purchaser and the Sponsor will enter into a Purchase Agreement ("Land Purchase Agreement") for the specific Homesite being purchased. The Land Purchase Agreement contemplates that the Purchaser will also purchase the Home to be constructed by the Sponsor on the Homesite; provided, the terms and specifications of construction of the Home will be pursuant to a "Home Sale Addendum" entered into at the time the Home is ordered. The purchase price paid for the Home and improvements on the Homesite is separate and in addition to the purchase price paid for the Homesite and will be set forth in the Home Sale Addendum.

The purchase price for the Homesite will be set forth in the Land Purchase Agreement. The Homesite selected may be subject to a premium (based on location and/or size of the Homesite); if applicable, the premium will also be set forth in the Land Purchase Agreement. Purchaser will be required to make two (2) deposits under the Land Purchase Agreement. The initial deposit in the minimum amount of two thousand five hundred dollars ($2,500.00) will be due upon signing the Land Purchase Agreement. A second deposit will be required to be made upon execution of a Home Sale Addendum, as discussed below. The total amount of the deposit required under the Land Purchase Agreement and Home Sale Addendum will be dependent upon the amount of financing Purchaser qualifies for; the percentage of the total purchase price required as a deposit will be equivalent to the percentage of the total purchase price not financed. For example, if Purchaser is qualified to finance ninety-five percent (95%) of the total purchase price, a total deposit of five percent (5%) of the total purchase will be required. The balance of the purchase price (including the additional price for the Home and improvements) will be

due at closing. Purchaser will be responsible for other expenses at closing, as discussed herein above and as specified in the Land Purchase Agreement.

The Homesite and Home will be sold for cash, unless the Purchaser obtains financing for their purchase. The purchase of the Homesite and Home is not contingent on the Purchaser obtaining financing, and the Purchaser will be obligated to close on their purchase regardless of whether they obtain any financing. The Sponsor is not providing any financing to Purchasers, although Purchasers may finance their purchase from any source of their choosing. Citizens First Bank, an affiliate of the Sponsor, may offer Fannie Mae loans to prospective Purchasers. Such loans would be at current market rates. Financing may also be available from a number of other local sources; however, the Sponsor makes no representation as to the availability of financing to any Purchaser from Citizens First Bank or any other lender.

The Land Purchase Agreement will set forth a date by which the Purchaser will select and enter into a Home Sale Addendum to order a particular Home and improvements for construction by the Sponsor. The Sponsor will be obligated to complete construction of the Home on the Homesite prior to the date of closing on the transaction ("Closing Date") and subject to the Land Purchase Agreement. The Closing Date will be set by the Sponsor at the time the Home is ordered based on its construction timetable for the Home ordered and will be set forth in the Home Sale Addendum. The price of the Home and improvements ordered will be determined by the Sponsor's prices prevailing at the time the Home is ordered. A second deposit will be required at the time the Home Sale Addendum is executed. The amount of the second deposit will be equal to the difference between the total required deposit, calculated as described above, and the deposit previously paid.

The Sponsor will be unconditionally obligated by the Land Purchase Agreement to complete construction of the Home prior to the earliest of the Closing Date or two (2) years from the execution of the Land Purchase Agreement. Accordingly, construction of the Home will be completed no later than two (2) years following execution of the Land Purchase Agreement.

Model Home Purchase

A prospective Purchaser of a Model Home Purchase will enter into a Purchase Agreement with the Sponsor, as "Seller," for the purchase of a Homesite with a predetermined model and specifications of Home already constructed or to be constructed thereon ("Home Purchase Agreement" and together with the Land Purchase Agreement, the "Purchase Agreement"). The purchase price for the Homesite and Home will be set forth in the Home Purchase Agreement. The Homesite may be subject to a premium (based on location and/or size of the Homesite); if applicable, the premium will also be set forth in the Home Purchase Agreement. The Purchaser will be required to make an initial deposit upon signing the Home Purchase Agreement in an amount to be specified in the Home Purchase Agreement, and an additional deposit in an amount and by a date both specified in the Home Purchase Agreement. The balance of the purchase

price will be due at closing. Purchaser will be responsible for other expenses at closing, as discussed herein above and as specified in the Home Purchase Agreement.

The Homesite and Home will be sold for cash, unless the Purchaser obtains financing for their purchase. The purchase of the Homesite and Home is not contingent on the Purchaser obtaining financing, and the Purchaser will be obligated to close on their purchase regardless of whether they obtain any financing. The Sponsor is not providing any financing to Purchasers, although Purchasers may finance their purchase from any source of their choosing. Citizens First Bank, an affiliate of the Sponsor, may offer Fannie Mae loans to prospective Purchasers. Such loans would be at current market rates. Financing may also be available from a number of other local sources; however, the Sponsor makes no representation as to the availability of financing to any Purchaser from Citizens First Bank or any other lender.

The Sponsor will make the selections to be constructed in the Home. The selection of items already installed or intended to be installed by the Sponsor prior to closing will be attached as an exhibit to the Home Purchase Agreement. The Purchaser may pay a change order fee and request a change order to the Home Purchase Agreement, including, moving up the Closing Date, or adding or modifying an enhancement package. The Sponsor will not remove any selections that have been installed prior to execution of the Home Purchase Agreement. The Sponsor will be obligated to complete construction of the Home on the Homesite prior to the Closing Date and subject to the Home Purchase Agreement. The Closing Date will be set by the Sponsor at the time the Home Purchase Agreement is entered and will be set forth in the Home Purchase Agreement.

The Sponsor will be unconditionally obligated by the Home Purchase Agreement to complete construction of the Home prior to the earliest of the Closing Date or two (2) years from the execution of the Home Purchase Agreement. Accordingly, construction of the Home will be completed no later than two (2) years following execution of the Home Purchase Agreement.

The amount of the deposit made under a Purchase Agreement may be in excess of ten percent (10%) of the purchase price. Consequently, the amount retained by the Sponsor in the event of Purchaser default may be in excess of ten percent (10%) of the purchase price. This fact has been highlighted as a Special Risk.

Closing

In both a Homesite-Home Purchase and Model Home Purchase, closing is scheduled by the Sponsor. Documentary stamps on the Warranty Deed delivered to Purchaser, building permit costs, impact fees, if applicable, water/wastewater fee, contributions in aid of construction for utilities, mailbox fees and the cost of recording the Warranty Deed will be paid by the Sponsor at closing. Purchaser will be responsible for all other costs and expenses associated with closing, including but not limited to any and all financing costs and expenses associated with Purchaser's financing for the purchase of the Home and title insurance. Any real estate taxes and CDD Assessments not yet

due will be pro-rated between Purchaser and the Sponsor at closing and will be the responsibility of Purchaser after closing.

Purchaser will be responsible for additional costs incurred by the Sponsor before closing if the Purchaser, as and only if permitted by their Land Purchase Agreement or Home Purchase Agreement and only upon the Sponsor's approval, extends the Closing Date.

The Sponsor may extend the Closing Date up to ninety (90) days if the Sponsor is unable for any reason to timely secure all labor, product, and materials necessary to complete the residence prior to the initially-scheduled closing date.

A Purchaser will be conveyed fee simple title to a Homesite (and Home constructed thereon) by Warranty Deed, free and clear of any and all encumbrances, subject only to taxes and assessments for the year of closing and thereafter (to be pro-rated), easements, restrictions and reservations of record (existing at the time of contract or placed of record prior to closing) and zoning regulations.

No Sale Period

The Purchase Agreement includes a provision by which the Purchaser will acknowledge that it is not an investor purchasing the Home with intent to resell the Home within one (1) year. Therefore, the Purchaser agrees, by executing a Purchase Agreement, not to sell, convey, or transfer their Home for a period of one (1) year following the closing of their transaction (the "No Sale Period"). In the event the Purchaser sells, conveys, or transfers their Home during the No Sale Period, the Purchaser agrees to forfeit any and all profits from such sale to the Sponsor. Profits are defined as the gross sales proceeds from any sale during the No Sale Period, less the gross purchase price from their original purchase. The Sponsor reserves the right to make exceptions for hardships such as death, in Sponsor's sole discretion on a case-by-case basis. The No Sale Period clause is subordinate to the interest of any mortgagee, and shall survive the closing of the transaction governed by the Purchase Agreement. This existence of this No Sale Period is outlined as a Special Risk in this Offering Plan.

Escrow

The Escrow Agent:

The law firm of *McLin & Burnsed PA*, with an address at 26736 US Highway 27, Suite 202, Leesburg, FL 34748, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. The attorneys who can authorize the withdrawal of funds from the Escrow Account (defined below) and execute documents on the Escrow Agent's behalf are: (i) Philip S. Smith, Esq., an attorney licensed to practice law in the State of Florida, and (ii) Steven P. Feiner, Esq., an attorney licensed to practice law in the States of Florida and New York. Such attorneys have submitted themselves to the jurisdiction of the laws of the state of New York for purposes of administration of escrow pursuant to this Offering Plan.

Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing. The Escrow Agent shall only be responsible for and have a fiduciary duty to the parties relating to deposits (which are good funds) ("Deposits") actually delivered to Escrow Agent.

The Escrow Account:

The Escrow Agent has established the escrow account at Truist Bank located at 4525 County Road 48, Okahumpka, FL 34762 ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of two hundred fifty thousand dollars ($250,000) per depositor. Any deposit of a depositor in excess of two hundred fifty thousand ($250,000) will not be federally insured.

All Deposits received by the Purchaser shall be in the form of purchaser checks or wire transfers and shall be made payable to or endorsed by the Purchaser to the order of the Escrow Agent. Any Deposits made for upgrades, extras, or custom work at the time of entering into the Purchase Agreement or thereafter shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between the Purchaser and Seller. Any payments not part of the Purchase Agreement for such items will be between the Purchaser and the Sponsor pursuant to a separate written agreement, if any.

The account will be an IOTA Account established pursuant to Section 5-1(g) of the Rules and Regulations of the Florida Bar where interest inures to the benefit of the Florida Bar Foundation as a result of the fact that the nominal interest that could be earned on such Deposits would not be in excess of the costs to secure such income. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

The Purchase Agreement:

Forms of the Land Purchase Agreement, Home Sale Addendum and Home Purchase Agreement are attached as *Exhibit A* in Part II of this Offering Plan. Since this Offering Plan is for an out-of-state property, the Sponsor has prepared a specific New York Addendum, attached as *Exhibit J* in Part II of this Offering Plan, that includes provisions relevant to New York Purchasers that are separate and distinct from obligations to residents of other jurisdictions. The relevant escrow trust fund provisions are included in a New York Addendum. The New York Addendum, executed by the Purchaser and Sponsor, will be delivered to and executed by the Escrow Agent; a copy of which will be returned to the Purchaser at the address set forth on the Purchase Agreement with a notice of receipt and deposit of the Purchaser's Deposit.

Notification to Purchaser:

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the New York Addendum and place the Deposit into the Escrow Account. Within ten (10) business days of the placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to the Purchaser and the Sponsor, confirming the Deposit. The notice shall provide the account number of the Escrow Account and the fact that the funds are in an IOTA account for which the Purchaser will not earn interest.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. The notice shall be deemed delivered when sent. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the deposit, they may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005-1413. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning deposits and requisite notice was timely sent to the Purchaser.

Release of Funds:

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Offering Plan, as evidenced by closing on at least one (1) Home. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

The Escrow Agent shall release the deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement and New York Addendum upon closing of title to the property being purchased and delivery to Escrow Agent of a completed Settlement Statement signed by Sponsor and Purchaser; or

(b) in a subsequent writing signed by both Sponsor and Purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release; provided however, if the Escrow Agent cannot contact either the Sponsor or the Purchaser for any reason whatsoever, or does not know of their whereabouts or their continued existence and/or operation of a business, then the Escrow Agent may continue to hold such funds until such time as it receives written permission signed by both parties or other directions on where to release such Deposit. Escrow Agent shall incur no liability whatsoever for failure to release and/or disburse such funds held in escrow prior to written instructions by both Sponsor and Purchaser or by waiting for a final, non-appealable order or judgment of a court. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time, but not the obligation, to deposit the Deposit contained in the Escrow Account with the Clerk of the County where the property is located and shall give written notice to both parties of such deposit. Upon depositing the Deposit with the Clerk, the Escrow Agent shall be released from all further liability under the Escrow Agreement and the Purchaser and the Sponsor will indemnify and hold Escrow Agent harmless and free of any costs or expense including all attorneys' fees and costs that may be incurred in depositing such funds with the Clerk. To the extent that the Escrow Agent is required to file a formal interpleader with a Court of competent jurisdiction in order to deposit the deposit with the Clerk, all costs and expenses, including attorneys' fees shall be the obligation of the Sponsor and the Purchaser and the Court may pay such fees and costs due to the Escrow Agent from the deposit deposited with the Clerk.

The Sponsor shall not object to the release of the deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an Amendment to the Offering Plan; or

(b) all Purchasers after an Amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

Records on File:

The Escrow Agent shall maintain all records concerning the Escrow Account for seven (7) years after release of the funds. Upon the dissolution of any law firm which was

the escrow agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

Trust Obligation of Sponsor:

Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to General Business Law Section 352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the Offering Plan does not relieve sponsor of its obligations pursuant to General Business Law Section 352-h. Funds from any escrow account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the Escrow Agent upon any bankruptcy, incapacity or death.

Waiver Void:

Any provision of any Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust, except for the indemnification provisions contained herein in connection with depositing funds with a Clerk of Court, is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Offering Plan, or any amendment thereto.

Additional Important Provisions

In addition to the information disclosed above, the following are important matters regarding the purchase of a Homesite in the Community:

- In the event a Purchaser defaults under any provisions of the Purchase Agreement, fails or refuses to select a Home (as provided in the Land Purchase Agreement) or pay a deposit as required in the Purchase Agreement, or otherwise terminates the Purchase Agreement, then the Purchase Agreement shall be terminated and all monies paid under it and under any separate agreement shall be retained by the Sponsor as liquated damages. Because the amount of the deposit made under a Purchase Agreement may be in excess of ten percent (10%) of the purchase price, the amount retained by the Sponsor in the event of Purchaser default may be in excess of ten percent (10%) of the purchase price. Any money paid under a Home Sale Addendum for the order and construction of a Home will also be retained as liquidated damages in the event of Purchaser default. This fact has been disclosed as a Special Risk earlier in this Offering Plan.

- The first closing of a Home occurred in May 2023. Unlike a homeowners' association, a Community Development District begins operating when established; therefore, the year of the first closing does not align with the first year

of operation of MCDDA. MCDDA was established, and began operating, on May 9, 2022.

- "Time is of the essence" in connection with Purchaser's performance of its obligations under the Purchase Agreement; this fact is set forth in the Purchase Agreement and has been highlighted as a Special Risk earlier in this Offering Plan. "Time is of the essence" means that there is a need for timely completion of an obligation.

- The Sponsor must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit may be declared.

- At Sponsor's option, Purchasers who have received the Offering Plan and all filed amendments will be afforded:

    1. not fewer than seven (7) days after delivering an executed Purchase Agreement together with the required deposit to rescind the Purchase Agreement and have the full deposit refunded promptly. The Purchaser must either personally deliver a written notice of rescission to the Sponsor or Selling Agent within the seven (7) day period or mail the notice of rescission to the Sponsor or Selling Agent and have the mailing post marked within the seven (7) day period; or

    2. not fewer than three (3) business days to review the Offering Plan and all filed amendments prior to executing a Purchase Agreement.

- The risk of loss from fire or other casualty remains with the Sponsor unless and until legal title to the Home has been conveyed to the Purchaser.

- A complete copy of the Land Purchase Agreement, Home Sales Addendum, and Home Purchase Agreement are each attached as *Exhibit A* to this Offering Plan.

- The purchase of a Home is not contingent on the Purchaser obtaining financing; this fact has been disclosed as a Special Risk earlier in this Offering Plan.

- Any conflict between this Offering Plan and the Purchase Agreement will be resolved according to the terms of the Offering Plan.

- The Purchase Agreement and the Offering Plan do not contain, and may not be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under article 23-A of the General Business Law.

- Typically, within five (5) days after a Purchaser delivers an executed Purchase Agreement together with the required deposit, the Sponsor must either accept the Purchase Agreement and return a fully executed counterpart to the Purchaser or reject the Purchase Agreement and refund the full deposit previously tendered.

- The Sponsor will not permit the assignment or transfer of a Purchase Agreement without the Sponsor's written consent, which is may withhold for any reason in its sole discretion.

FINANCING FOR QUALIFIED PURCHASERS

Homes are being sold for cash. The Sponsor is not providing any financing to Purchasers. Purchasers may finance their purchase from any source of their choosing. Financing for qualified Purchasers may be available from local lenders. Citizens First Bank is an affiliate of the Sponsor and may offer Fannie Mae loans to prospective Purchasers who apply for same. Such loans would be at current market rates. The Sponsor makes no representation as to the availability or terms of financing from Citizens First Bank or any other lender. Certain owners of direct or indirect interests in Sponsor also have direct or indirect interests in Citizens First Bank; however, Sponsor and Citizens First Bank are not controlled by the same individuals or entities.

TERMS OF SALE

New York law requires the Sponsor to give the following information regarding Terms of Sale:

- The Sponsor will convey the property and improvements to be owned by MCDDA by dedication on the plats of the Community. Such plat dedication constitutes a legal conveyance that is effective at the time of recordation of the plat in the plat book records of Sumter County. The Sponsor will subsequently record in the official records of Sumter County a quit claim deed evidencing conveyance of the same property from it to MCDDA. This type of deed is typically used for conveyance of property to a community development district, as the primary mode of conveyance is dedication on a recorded plat much like the manner in which privately owned property, such as roads, would be conveyed to a city, town or county. The quit claim deed is given for the sole purpose of conforming the real property records of Sumter County to the plat book records. Copies of the quit claim deeds to MCDDA for property and improvements in Unit 1, Unit 2, Unit 3, Unit 3B, and Unit 4, respectively, are included in Part II of this Offering Plan.

- Before the Sponsor conveys any facilities or improvements to MCDDA, it is obligated to repair any damage from a casualty or other cause.

- A closing will take place only concurrently with the issuance of a partial, temporary or permanent certificate of occupancy for the Home being closed on.

- Certain portions of improvements conveyed to MCDDA may be constructed in rights-of-way, utility easements, common area or areas, any or all of which may

have been previously dedicated to Sumter County and/or the City of Wildwood or to other governmental bodies, public entities, or other quasi-public organizations or MCDDA, and therefore portions of the improvements may be subject to certain rights of other governmental bodies, public entities, or MCDDA. Accordingly, the Sponsor's rights or interest in such portions of the improvements may be conveyed by the Sponsor to MCDDA subject to such other rights. MCDDA issues revenue bonds to finance community infrastructure, including to fund its purchase of improvements from the Sponsor. Generally, MCDDA will assess each Owner a yearly debt service assessment (defined herein as Bond Assessment) to pay back those bonds. Because property will be conveyed to MCDDA by plat, and subsequently by quit claim deed, no guarantee of clear title is made. The plats contain certain restrictions imposed against the lands conveyed to MCDDA.

- Each Unit in the Community will be subject to a separate Declaration of Covenants and Restrictions. The Sponsor will record the Declaration in the public records of Sumter County, prior to the first conveyance of title to a Home in the applicable Unit.

- The Real Property Transfer Gains Tax is not applicable to the sales of Homes in the Community made by Sponsor because the Community of located, and closings will occur, outside of the State of New York.

RIGHTS AND OBLIGATIONS OF THE SPONSOR AS STIPULATED UNDER NEW YORK LAW

New York law requires the Sponsor to undertake the following obligations under this Offering Plan:

- The Sponsor is obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions and to indemnify the Owners. Since there is no property owned by any homeowners' association, the Sponsor is not obligated to indemnify any Board of Directors. The Sponsor is also not obligated to indemnify the Board of MCDDA since such it is an independent, special purpose governmental entity.

- All representations under this Offering Plan and all obligations pursuant to the General Business Law and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive the delivery of the deed.

- The Sponsor will not disclaim liability for failure to perform any obligation imposed by statute or regulation. The Offering Plan will not include any financial limitation on Sponsor's liability for failure to perform its obligations under the Offering Plan.

- Construction of Homes in Unit 1, Unit 2, Unit 3 and Unit 4 in Phase I has commenced. A number of move-in ready Homes are already complete. There is no minimum number of Homes that the Sponsor is obligated to improve or construct.

  Below are estimated construction timelines for completion of the Homes in Phase I and Phase II:

Phase	Unit	Estimated Lot Completion	Estimated Start of First Home	Estimated Home Build Out
Phase I	Unit 1	1/2023	2/2023	7/2024
Phase I	Unit 2	4/2023	5/2023	10/2024
Phase I	Unit 3	1/2024	3/2024	9/2025
Phase I	Unit 3B	3/2024	5/2024	10/2025
Phase I	Unit 4	6/2024	4/2024	9/2025
Phase II	Unit 5	9/2024	1/2025	7/2026
Phase II	Unit 6	3/2024	5/2025	11/2026
Phase II	Unit 7	5/2025	8/2025	1/2027
Phase II	Unit 8	7/2025	10/2025	4/2027
Phase II	Unit 9	11/2025	2/2026	7/2027

  The timelines presented above are current estimates and are subject to change. The Sponsor makes no guarantee that construction of any Unit or Phase will start or end at the dates set forth above, nor is the Sponsor obligated to start or complete construction at any given date. Actual construction timelines may be significantly different than presently estimated. This is because development of the Community is based on market conditions and demand, which can increase or decrease at any time and is entirely outside of the Sponsor's control. Phase III and Phase IV of the Community are in the very early stages of planning. For this reason, and due to unknown future market conditions and absorption rates, the Sponsor cannot currently predict construction timelines for Phase III and Phase IV. The Sponsor is under no obligation to construct all Homes in the Community by any date.

  Other than Homes that are preconstructed by the Sponsor, construction of a Home does not commence until a Purchase Agreement or Home Sale Addendum (each as defined below), as the case may be, for such Home has been entered into. As such, the timeline for construction and completion of Homes in the Community will fluctuate. Notwithstanding the foregoing, the Sponsor is contractually obligated to complete construction of a Home within two (2) years following execution of the Purchase Agreement for such Home.

  The Sponsor will be the party responsible for constructing all aspects of the Community, including any property that will become MCDDA property. The construction of improvements will be primarily financed by both the Sponsor, and will be partially financed by MCDDA using the proceeds of CDD Bonds (defined herein). As additional Phases and Units are developed, Sponsor will construct

the recreational facilities and convey them to MCDDA, which will own and maintain the facilities. Below is the estimated construction schedule for the initial recreation centers to be constructed in Phases I and II:

Amenity	**Estimated Completion Date**
Lake Harlow Park	Complete
Dry Creek Park	Complete
Thurston Park	July 2024
Kewadin Park	August 2025

- The Sponsor will finance construction of the recreational facilities from capital of its affiliates, which funds are in place as of the date of this Offering Plan. The Sponsor will construct the recreational facilities, which will be owned by MCDDA, in accordance with the building plans and specifications identified in this Offering Plan. The Sponsor has the right to substitute equipment or materials of lesser quality or design.

- The Sponsor agrees to pay for the authorized and proper work involved in the construction, establishment and sale of all recreational facilities that will ultimately be transferred to MCDDA and will cause all mechanics' liens with respect to such construction to be promptly discharged or bonded.

- The Sponsor will record the Declaration for each Unit prior to closing title to the first Home in each such Unit. Conveyance to MCDDA of all property that is to be its property in each Unit will occur prior to closing title to the first Home in such Unit. There are no permanent mortgages or construction loan mortgages on any property in the Community owned by the Sponsor. The Sponsor will complete construction of all infrastructure improvements serving a Homesite which are vital to the health and safety of a Purchaser prior to the closing of a Home thereon.

- Pursuant to Sponsor's Funding and Acquisition Agreement with MCDDA, prior to payment by MCDDA for any portion of the facilities and infrastructure, MCDDA may require that it receive a Certificate signed by the District Engineer certifying, among other things, that the portions of the facilities and infrastructure it is acquiring have been designed, installed, or constructed in conformity with the plans and specifications for the facilities and infrastructure or the Area B Development Agreement; and that the portions of the facilities and infrastructure it is acquiring are subject to, and not inconsistent with, all development orders and other approvals applicable to the facilities and infrastructure. The plans and specifications for the facilities and infrastructure are in substantial compliance with the disclosure in the Offering Plan, to the extent same are discussed herein. If the plans and specifications, as built, are not in substantial compliance with the disclosure in the Offering Plan, the Offering Plan must be amended and rescission must be offered to all New York Purchasers.

- The Sponsor is obligated to complete construction of the Community in conformity with the Area B Development Agreement and any other development orders and approvals applicable to the facilities and infrastructure it constructs. No bond or other security has been furnished to secure the Sponsor's obligation including its obligation to complete construction of MCDDA property. This fact has been highlighted as a special risk.

- The Sponsor may elect, but is not obligated, to procure fire and casualty insurance for recreational facilities consisting of an enclosed building with air conditioning while such facilities are in the Sponsor's control. After any recreational facilities have been conveyed to MCDDA, the Sponsor has no obligation to, and will not, procure or maintain such insurance. MCDDA will be responsible for insuring any property it owns.

- In the event of the dissolution or liquidation of the Sponsor or the transfer of three (3) or more Homes to a Purchaser who is not purchasing for occupancy by the Purchaser or one or more members of their immediate family, the principals of the Sponsor will provide financially responsible entities or individuals who at the time of engaging in sales activity will assume the status and all of the obligations of the Sponsor for those transferred Homes under the Offering Plan, applicable laws or regulations. If the original Sponsor is dissolved or liquidated, and if the new sponsor wishes to continue to offer in New York, the new sponsor will amend this Offering Plan to disclose the new sponsor and its obligations under this Offering Plan. If the original Sponsor is dissolved or liquidated, the principals of the original Sponsor will guarantee the obligations of the new Sponsor.

- So long as the Sponsor has unsold Homes which are offered for sale pursuant to this Offering Plan, the Sponsor shall amend the Offering Plan whenever there is a change in the MCDDA Budget or when one (1) year has passed since the MCDDA Budget was last updated. The prior year's financial statements for MCDDA in compliance with section 22.3(h) of Title 13 NYCRR and/or in the format set forth in this Offering Plan will be submitted annually with an amendment to extend the term of the Offering Plan as required by Section 22.4 of Title 13 NYCRR.

- The Sponsor is required by the Funding and Acquisition Agreement to assign to MCDDA at closing all of the Sponsors warranty rights in completed improvements being conveyed to MCDDA.

- The Sponsor and the Sponsor's agents and designees have a right of access to complete infrastructure and amenities within the Community. The Sponsor has an obligation to repair any damage caused by its acts or the acts of its agents or designees.

- Title to the property conveyed to MCDDA will not be insured by a title company.

- There are no mortgages or liens on the property comprising the Community.

- The Sponsor will be obligated to pay CDD Assessments on the Homesites and Homes it owns. The Sponsor represents that it has the financial resources to meet its obligations with respect to the unsold Homesites or Homes. The source of funding will be from projected sales, and in the event that such sales projections are not met, the Sponsor will use its own funds.

- The roads and drainage facilities therein, sewer lines, water lines, electricity lines and telephone lines serving the Homesites offered pursuant to this Offering Plan have been completed in accordance with local government specifications. Pursuant to Sponsor's Funding and Acquisition Agreement with MCDDA, prior to purchase of any facilities and infrastructure, MCDDA may require that it receive a Certificate signed by the District Engineer certifying, among other things, that the portions of the facilities and infrastructure it is acquiring have been designed, installed, or constructed in conformity with the plans and specifications for the facilities and infrastructure or the Area B Development Agreement, and that the facilities and infrastructure being conveyed to it are not inconsistent with any development orders and other approvals applicable the facilities and infrastructure.

- The Sponsor shall have the right to delegate the rights and obligations afforded to it by the Declaration to MCDDA.

CONTROL BY THE SPONSOR

There is no homeowners' association in the Community. The Community is encompassed by a Community Development District (MCDDA) which is a special purpose governmental entity that is governed by a Board of Supervisors. The members of the Board of Supervisors hold "seats" but are not assigned "positions" as the members of the board of a homeowners' association are.

The Board is initially elected by the Sponsor, then begins transitioning to residents of MCDDA as sales of Homes are made. Like all municipal, county, state, and national elections, the Office of the Supervisor of Elections oversees the vote, and the Supervisors are subject to state ethics and financial disclosure laws. MCDDA's business is conducted in the "Sunshine," which means all meetings and records are open to the public. Public hearings are held on CDD Assessments and the MCDDA Budget is subject to annual independent audit. The financial statements of MCDDA are public records. Neither the Sponsor nor MCDDA is obligated by Florida law to send MCDDA's financial statements to residents; however, Chapter 190, Florida Statutes obligates MCDDA to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to property undertaken by it. Such information must be made available to all existing residents, and all prospective residents of MCDDA. To that end, MCDDA will promptly post all financial statements on its website.

Election of the members of the Board of Supervisors is dictated by Chapter 190, Florida Statutes. Initially, the five (5) seat Board of Supervisors is elected based upon land ownership. The Sponsor, as a landowner, is entitled to one (1) vote per acre of land in MCDDA owned by it. Commencing six (6) years after the initial appointment of the Supervisors, and once two hundred fifty (250) registered voters (or "qualified electors") reside in MCDDA, the seats will transition ("Turnover") in staggered terms to qualified electors elected by other qualified electors. A "qualified elector" is a registered voter who is a resident of MCDDA and the State of Florida and a citizen of the Unites States. Once the transition begins, eventually all Supervisors will be elected by qualified electors. The frequency of meetings to elect Supervisors will be dictated by Chapter 190, Florida Statutes. Once a district qualifies to have any of its Supervisors elected by the qualified electors of the district, the initial and all subsequent elections by the qualified electors of the district shall be held at the general election in November. Supervisors are elected on a non-partisan basis on the general election ballot.

The Sponsor will continue to control the Board after the closing of the first Home and for a period of more than five (5) years thereafter. Because Turnover is dependent upon the pace of sales, the timing in which Turnover will occur varies; however, Turnover of a CDD occurs much sooner than it would in a community subject to a homeowners' association and subject to Chapter 720, Florida Statutes.

The Sponsor may not exercise veto power over expenses described in Schedule A, or over expenses required: (i) to comply with applicable laws or regulations; (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer.

RESTRICTIVE COVENANTS AND THE OPERATION OF THE COMMUNITY DEVELOPMENT DISTRICT

The Declaration of Covenants and Restrictions

There is no "master" declaration of restrictive covenants for the Community. The Sponsor will record in the public records of Sumter County, Florida a Declaration of Covenants and Restrictions (each a "Declaration" and together, the "Declarations") for each Unit being developed in the Community. As the Sponsor plats and develops additional Units in the Community, a separate Declaration will be recorded for that Unit prior to the time any Home in the applicable Unit is conveyed. The "Declaration of Covenants and Restrictions for Middleton Unit No. 1" was recorded in the Sumter County public records on January 12, 2023 ("Unit 1 Declaration"). The "Declaration of Covenants and Restrictions for Middleton Unit No. 2" was recorded in the Sumter County public records on February 15, 2023 ("Unit 2 Declaration"). The "Declaration of Covenants and Restrictions for Middleton Unit No. 3" was recorded in the Sumter County public records on December 12, 2023 ("Unit 3 Declaration"). The "Declaration of Covenants and Restrictions for Middleton Unit No. 3B" was recorded in the Sumter County public records on January 20, 2024 ("Unit 3B Declaration"). The "Declaration of Covenants and Restrictions for Middleton Unit No. 4" was recorded in the Sumter County public records on December 12, 2023 ("Unit 4 Declaration"). The Declarations are intended and

expected to be substantially similar but may vary in certain respects, including, without limitation, with respect to the development standards or restrictions applicable to a particular Unit which might be dependent on the characteristics or location of, or the Sponsor's plan for, that Unit. Purchasers should carefully and completely review the Declaration pertaining to the Unit in which their Homesite is located to have a complete understanding of the restrictions, covenants, easements and reservations pertaining to them.

Below is a cursory summary of some of the restrictions generally applicable to all Homesites in this offering, based upon the recorded Declarations for Units 1 through 4. The capitalized terms used below and not otherwise defined shall be given the same meaning assigned to them in the Declarations. The restrictions, guidelines, easements, and obligations set forth below are summary in nature and are not intended to be a substitute for a thorough review of the applicable Declaration. There are many additional provisions set forth in the Declarations. Purchasers should carefully review the Declaration applicable to their Homesite to determine if any of the additional provisions are of significance to them.

The covenants and restrictions of each Declaration will run with and bind the land subject thereto for a term of forty (40) years from the date the Declaration is recorded, after which time they will be automatically extended for successive periods of ten (10) years. It is the intention that the Declaration will remain in effect in perpetuity. Notwithstanding the foregoing, the Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Owners and by mortgagees holding first mortgages on not less than fifty percent (50%) of the Homesites. Any revocation must be recorded.

Copies of the recorded Unit 1 Declaration, as amended; Unit 2 Declaration, as amended; Unit 3 Declaration; Unit 3B Declaration; and Unit 4 Declaration are each attached as *Exhibit G* attached to this Offering Plan.

Architectural Review

An Architectural Review Board ("ARB") has been or will be created to establish guidelines for the construction, operation and maintenance of Homes and Homesites (the "AR Guidelines") and will enforce same. There are no "members" of the ARB. The ARB is a designated role. The ARB will initially be the Sponsor; however, the Sponsor may transfer its authority to serve as the ARB to MCDDA. The Sponsor and/or MCDDA, as applicable, may designate an agent or agent(s) from time to time to serve as the ARB. After the Initial Home has been constructed and except for: (a) matters expressly reserved to the Sponsor pursuant to the provisions of the Declaration, and/or (b) matters which are expressly permitted in the Declaration without ARB review, no reconstruction, additions, alterations or modifications to the Home, or in the locations or utility connections of the Home, nor any buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Unit without, in each instance, the prior written consent of the ARB; provided however

that improvements erected, altered, added onto or repaired by the Sponsor shall be exempt from this provision of the Declaration. Nothing contained in the Declaration shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure. The AR Guidelines may be amended from time to time in the discretion of the ARB, and construction of improvements will be subject to the AR Guidelines applicable at the given time.

Prior to the initiation of construction upon any Homesite subject to the review of the ARB, the Owner thereof must first submit to the ARB any information deemed reasonably necessary by the ARB for the performance of its function. Such information includes, but is not limited to, a complete set of plans and specifications for the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, and specifications of materials and exterior colors. In addition, the Owner must submit the identity of the individual or company intended to perform the work and a projected commencement and completion date. As a precondition of approval of any plans and specifications or other materials submitted to it, the ARB may assess a reasonable fee, including a fee for initial review and approval and for inspections of construction to assure compliance with the approved plans and specifications and other materials.

Covenants and Restrictions

- No Homesite or Home shall be used for any purpose except for residential use. No commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite. No building shall be erected, altered, placed or permitted to remain on any Homesite other than Homes designated for residential use, with attached or detached private garages. No mobile homes shall be permitted. Only one Home may be constructed on each Homesite. Homes shall be conventionally built homes. The Sponsor shall construct the initial home on each Homesite (the “Initial Home”).

- All sodded areas on a Homesite shall be serviced by an in-ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Homesite in a neat, clean, orderly and healthy condition. Each Owner shall also maintain all sodded areas between the Owner's Homesite and the pavement of any adjacent paved street. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All areas of the yard that are not landscaped must be sodded. All grass shall be of a type approved for use in the then-applicable AR Guidelines. Sodded areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. The Owner's maintenance and care obligations as set forth in the Declaration shall apply to all portions of the Homesite including any easements

located on or adjacent thereto, including front, side, and rear road and utility easements. The Owners are encouraged to and may add and replace landscape that is more water-conservative and draught-tolerant than provided with the Initial Home, however, any such alterations visible from roadways or Common Areas must receive the prior written approval of the ARB, which shall require, at a minimum, that the aesthetics of such landscaping be compatible with the Home and the surrounding neighborhood. To protect Florida's limited natural resources, Owners may not install any type of sod or grass on their Lots if such sod or grass requires more water than those sods or grasses which were initially installed by the Sponsor.

- Leasing of all or any portion of a Home is restricted to residential uses for a minimum period of six (6) months. All leases shall be in writing, shall specify such residential restriction and shall provide that the Sponsor shall have the right to terminate the lease upon default by the tenant in observing any provisions of the Declaration. A copy of any such lease shall be delivered to the Sponsor upon request. Each lease shall contain the following provision: "The lessee hereby acknowledges that this lease is subject to the Declaration of Covenants and Restrictions for Middleton Unit No. #, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys' fees." The Sponsor is exempt from the restrictions on leases. During such time as a Home is leased, the Owner thereof delegates its right of enjoyment to the Common Areas and facilities to any tenant of the Home, and the Owner shall not have the right to exercise such right of enjoyment during such time.

- The only color paints that may be used on the exterior of any Home are: (a) the same palette of exterior paint (i.e. dominant and accent colors) used on the Initial Home in the same location as used on the Initial Home; or (b) any other palette of exterior paints as contained at the time of repainting in the then-applicable AR Guidelines, with the applicable colors of the palette being applied to the designated portion of the Home; provided, however, that at the time of repainting, neither Home immediately adjacent to the Home being painted is painted with that same color palette.

- No shutters, awnings, or other decorative exterior trim shall be installed without the prior written consent of the Sponsor, and the Sponsor shall only grant approval therefor if such improvements are consistent in design and color of the applicable Home, and consistent with the then-applicable AR Guidelines.

- All other outside decorations and ornaments, whether affixed to the Home or placed elsewhere on the Homesite, are prohibited. This restriction does not apply to holiday decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, nor shall this apply to any holiday

decorations from the period commencing on Thanksgiving and extending until January 10th of the following year. Notwithstanding the foregoing, the Sponsor may prohibit or restrict decorations which it determines, in its sole discretion, create a hardship on, or nuisance to, neighboring property, or otherwise interferes with the quiet and peaceful enjoyment by any other Owner of that Owner's Homesite. This restriction does not apply to a single flag pole which may not, however, extend higher than 22'.

- All construction on any Home shall be completed within twelve (12) months from the issuance of the building permit for that Home; provided, however that such restriction shall not apply to the construction of the Initial Home. If any construction on a Homesite, once commenced, is discontinued for a period of at least sixty (60) consecutive days, the ARB and/or the Sponsor shall have the right, in addition to any other rights and remedies under the Declaration, to require the Owner to raze (or repair any unsightliness caused by) all partially completed improvements on the Homesite, remove all debris and rubble, fill in all foundations, and/or return the Homesite to grade and landscape the entire Homesite with sod per the provisions of the Declaration. All construction on any Homesite shall be at that Homesite Owner's risk and that Homesite Owner shall be responsible for any damage to Common Areas, other Homesites, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Homesite. Repairs of construction damage must be made within thirty (30) days.

- No animal shall be kept or maintained on any Homesite (including but not limited to in the Home) except conventional household pets (dogs, cats, birds or fish) and only in such manner as not to constitute a hazard, nuisance or annoyance to the Owner of adjoining Homesites. The Sponsor shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance or annoyance to the Owner of adjoining Homesites.

- The Sponsor reserves the right to establish such other reasonable rules and regulations covering the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of the Community, all of which apply equally to all Owners. The rules and regulations may be contained in the AR Guidelines, or will become effective five (5) days following written notice to the Owners.

- As noted above, pursuant to the Area B Development Agreement, the Community is located within VOSO which is an area defined as an “Age Restricted Development” as established by the VOSO Development Agreement. Notwithstanding the title, Age Restricted Development is a broad land use and zoning category that permits both age restricted and non-age restricted communities. Occupancy in the Community is not restricted to persons of any age.

- By signing a Purchase Agreement, a Purchaser acknowledges and agrees that they are prohibited from reselling their Home withing one (1) year following closing

thereon. See section titled *Procedure to Purchase* in Part I of the Offering Plan for further details.

The Declaration does not require that an Owner maintains any insurance on their Home; however, an Owner may elect to, and a lender may require the Owner to, maintain fire and/or other insurance on their Home.

There are a number of other restrictions contained in the Declaration that affect the construction, use, enjoyment and occupancy of a Home and Homesite and/or establish obligations and responsibilities of the Owners in connection with their Home and Homesite. The above description is meant to be summary in nature and does not purport to cover all restrictions created by the Declaration. You are encouraged to carefully review the Declaration applicable to your Homesite in its entirety with your business or legal advisor prior to purchasing a Home.

Development Agreement

In addition to the Declaration, all Homesites are subject to the Area B Development Agreement, and each Owner agrees that the improvements and activities on a Homesite shall be used in compliance therewith at all times. The Sponsor, and its affiliates and assigns reserve the right to unilaterally amend the Area B Development Agreement, including, but not limited to, the right to add or incorporate additional lands and subdivisions to the property subject to the Area B Development Agreement without the joinder of any Owner whatsoever and each Owner waives any objection to such amendment(s) of the Area B Development Agreement. Additional Development Agreements for additional land, including additional land in the Community, may be entered into.

Annexation

In accordance with the Declaration, additional land adjacent to the property subject to a Declaration may be annexed to such property by the Sponsor without the consent of the Owners, provided the annexation does not change the general nature and character of the Community. The annexation of additional property may, among other things, increase the expenses of MCDDA and correspondingly the amount of the CDD Assessments.

Easements and Rights of Way

The following easements are created by the Declaration:

- Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Homesite subject to the following provisions:

- any limitations or conditions set forth in the deed, grant of easement, license, the Declaration, or other conveyance or agreement creating a right of the Sponsor or third party in and to that portion of the Common Areas; and
- the right of the Sponsor to dedicate or transfer all or any part of the Common Areas to MCDDA, or any other any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Sponsor.

- MCDDA shall have a perpetual non-exclusive easement over all areas of the Storm Water Management System for access to operate, maintain or repair the system. By this easement MCDDA shall have the right to enter upon any portion of any Homesite which is a part of the Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Storm Water Management System as required by the Southwest Florida Water Management District (SWFWMD) permit. Additionally, MCDDA and the Sponsor shall have a perpetual non-exclusive easement for drainage over the entire Storm Water Management System. No person shall alter the drainage flow of the Storm Water Management System, including buffer areas or swales, without the prior written approval of SWFWMD.

- Sponsor, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Homesites), are reserved easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Homesites and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Homesites.

- To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary to provide utility services and roads to the Community, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Community, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Sponsor as such Owner's agent and attorneys-in-fact with full power in such Owner's name, place and stead, to execute instruments creating, granting or modifying utility easements over the Common Areas; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

Easements and rights of way are reserved by Sponsor for (i) the construction, installation, and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cable, telephone, and other utilities, together with rights of ingress and egress necessary for full utilization thereof; (ii) for the construction, installation, and maintenance of any portion of the Perimeter Fence located on such Homesites, and (iii) for landscaping. Such easements and rights of way are hereby reserved and granted over: (i) a seven and one-half (7 ½) foot width along the Rear Yard Homesite lines, (ii) a

ten (10) feet width along the Front Yard Homesite lines, and (iii) a five (5) feet width along the Side Yard Homesite lines. All such utilities and facilities in the easement along the Front Yard Homesite line shall be flush with, or below grade; provided however, the foregoing restriction shall not prohibit above grade utilities and facilities in those areas of the Front Yard easement that are also burdened by the Side Yard easement created. The Sponsor shall have the right, in its sole discretion, to reduce the size of these easements for any particular Homesite.

Sponsor reserves unto itself, the right to grant easements over, upon, under and across all Common Area, including, but not limited to, the right to use the said Common Area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation to provide or maintain any such utility or service.

Management and Operation of the Community Development District

MCDDA was established by the City of Wildwood Commission on May 9, 2022 by Ordinance No. O2022-35 pursuant to Chapter 190, Florida Statutes. MCDDA is a special purpose governmental entity formed to serve the long-term specific needs of the Community. MCDDA was formed for the purpose of delivering services and facilities which may include, roadways, bridges, tunnels, street lighting systems and facilities, storm water management and drainage control system and facilities, a storm sewer system, security systems and other systems and facilities and other improvements within and outside MCDDA, including and without limitation, participating in the contribution and/or construction of such improvements which provide a special benefit to the residents of MCDDA. MCDDA will have such authority and perform those services consistent with Chapter 190 of the Florida Statutes with respect to the Community. The infrastructure, systems and facilities, recreational areas, amenities and other property and improvements thereon in the Community intended to be used and enjoyed by all Owners, which would normally be common area of a property or homeowners' association, will be conveyed to MCDDA for ownership, operation and maintenance upon or following completion of construction of same by the Sponsor, pursuant to an agreement between the Sponsor and MCDDA.

MCDDA is governed by a Board of Supervisors comprised of five (5) individuals. The Board was initially elected by the landowners, being the Sponsor and its affiliate(s), and transitions to elected residents over time. Supervisors of the Board must be residents of the State of Florida and citizens of the United States. A meeting of the landowners of the district for the purpose of electing five (5) Supervisors for the district is required to be

held within ninety (90) days following the effective date of the rule or ordinance establishing the district. This initial meeting has been held. Supervisors will hold office for a term of two (2) years or four (4) years as provided for in Chapter 190, Florida Statutes. The Supervisors of the first Board shall serve their respective 4-year or 2-year terms; however, the next election by landowners shall be held on the first Tuesday in November. Thereafter, there shall be an election of Supervisors for the district every 2 years in November on a date established by the Board. Commencing six (6) years after the initial appointment of Supervisors, and once two hundred fifty (250) registered voters reside in MCDDA, the position of each Supervisor whose term has expired shall be filled by a qualified elector (a registered voter who is a resident of MCDDA and the State of Florida and a citizen of the Unites States) of MCDDA, elected by the qualified electors of MCDDA. Accordingly, at such time as the aforementioned conditions are met, the positions of two (2) Supervisors whose terms are expiring shall be filled by qualified electors of MCDDA, elected by the qualified electors of MCDDA for four (4) year terms. The remaining Supervisors whose term is expiring shall be elected for a four (4) year term by the landowners and is not required to be a qualified elector. Thereafter, as terms expire, Supervisors shall be qualified electors elected by qualified electors of MCDDA for a term of four (4) years. Once MCDDA qualifies to have any of the Supervisors elected by the qualified electors of MCDDA, the initial and all subsequent elections by the qualified electors of MCDDA shall be held at the general election in November. See the section title *Control by the Sponsor* in Part I of this Offering Plan for further information regarding turnover of control of MCDDA.

A majority of the Supervisors constitutes a quorum for the purposes of conducting the Board's business and exercising its powers and for all other purposes. Action taken by MCDDA shall be upon a vote of a majority of the Supervisors present unless general law or a rule of MCDDA requires a greater number.

Unlike a homeowner's association, there is no "membership" in a Community Development District. By entering a Purchase Agreement for the purchase of a Home in the Community, every Purchaser consents to their Home being subject to and part of MCDDA and agrees to pay any and all assessments levied by MCDDA. As the Community is not an age-restricted community, there are no limits or restrictions on who may purchase a Home in the Community or reside within MCDDA. Chapter 190, Florida Statutes defines who is a "qualified elector" entitled to elect members of the Board of Supervisors. A qualified elector in MCDDA is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of MCDDA, and who registers to vote with the supervisor of elections in the county in which MCDDA is located. Supervisors of the Board must be residents of the State of Florida and citizens of the United States.

The initial MCDDA Board of Supervisors is comprised of the following individuals elected by the Sponsor:

Supervisor/Chair - Scott Renick
Supervisor/ Vice Chair - Lorraine Flores

Supervisor/Secretary-Treasurer - Brandon Matulka
Supervisor - Lane Munz
Supervisor - Bob Trinh

Scott Renick, Brandson Matulka, Bob Trinh and Lorraine Flores are all employees of affiliates of the Sponsor. Lane Munz is not affiliated with the Sponsor.

The CDD shall have such authority and perform those services consistent with Chapter 190, Florida Statutes. Services shall include, but are not limited to, the following:

- maintenance and repair of tracts conveyed to MCDDA, together with all improvements located thereon;

- maintenance and repair of areas owned by MCDDA or dedicated to the use and enjoyment of the residents of MCDDA, the Community or the public;

- payment of the cost of water and sewer provided by the applicable utility company serving the Community, together with the cost of trash removal, electrical, lighting, telephone, gas and other necessary utility services for areas owned by MCDDA or dedicated to the use and enjoyment of the residents of MCDDA, the Community or the public (to the extent such costs are not paid directly by Owners);

- maintenance and repair of the storm water management system in the Community; and maintenance and repair, including structural repair to the perimeter fence or wall surrounding the Community.

The cost to operate MCDDA is borne by those who benefit from its services. MCDDA has the authority to impose assessments pursuant to the authority granted under Chapter 190, Florida Statutes. Each Owner, by acceptance of the deed to their Homesite, acknowledges and agrees that MCDDA has the right to impose assessments on Homesites and Owners for the provision of amenities and other services, and agrees to pay such assessments. Homesites within MCDDA will be subject to, and Owners will be obligated to pay, two (2) types of assessments ("CDD Assessments"):

(i) Maintenance Special Assessments ("Maintenance Assessments"): Non-ad valorem assessments levied by the Board to maintain and preserve the facilities and projects of MCDDA. The Maintenance Assessments are assessed upon all of the property within MCDDA benefited by the maintenance thereof, apportioned between the benefited lands in proportion to the benefits received by each tract of land. The Board will determine the amount of the Maintenance Assessments in its discretion. Maintenance Assessments can fluctuate up and down from year to year based on the budget adopted for that fiscal year; and

(ii) Benefit Special Assessments ("Bond Assessments"): MCDDA has issued and will issue revenue bonds to finance community infrastructure and

facilities. MCDDA levies an annual capital assessment to repay the bonds issued by it. The Bond Assessments are assessed upon all of the property within MCDDA benefited by the project funded by the proceeds of the bond(s), apportioned between the benefited property in proportion to the benefits received by each tract of land. The amount of the Bond Assessment is set at the time the bond used to build the infrastructure was issued, and is generally fixed for the term of the bond. For purposes of computing the debt allocable to each Homesite, each Unit (ex. Unit 1) is further broken down into sub-units (ex. Unit 1-B, Unit 1-C, Unit 1-D). The amount of the Bond Assessment is the same for every Homesite in a sub-unit.

The obligation to pay CDD Assessments commences upon acquisition of title to property within MCDDA. CDD Assessments constitute a lien on the Homesite upon which they are charged. CDD Assessments will be due and collected during each year that county taxes are due and collected, and will be collected and enforced by the tax collector in the same manner and at the same time as county taxes; provided, MCDDA may collect and enforce CDD Assessments as permitted by Chapter 190, Florida Statutes. The Sponsor will pay CDD Assessments, including supplemental charges, on all unsold Homes and Lots.

There is no minimum or maximum number of Homes that may be located within MCDDA, nor is there a time limit on when Sponsor may add or detract Homes. The Declaration allows the Sponsor to annex additional land adjacent to the Community into the Community. Sponsor may add or detract from its development plan of the Community at any time in its discretion; provided, the development of the Community must at all times be in compliance with the Area B Development Agreement. The Area B Development Agreement allows for eighteen thousand four hundred thirteen (18,413) dwelling units in the area covered by it; however, the Area B Development Agreement allows for conversion of approved entitlements for dwelling units into other allowable uses, and may be amended, or a separate Development Agreement may be entered into, to add additional property and additional dwelling units to MCDDA.

OPINION OF COUNSEL

The following is an Opinion Letter from Erick D. Langenbrunner, Esq., General Counsel to the Sponsor.

Office of General Counsel
Erick D. Langenbrunner, Esq.
(352) 753-6609

January 11, 2024

Office of the Attorney General
Real Estate Finance Bureau
28 Liberty St., 15th Floor
New York, NY 10005

Re: The Villages Development Company, LLC

To Whom it May Concern:

The undersigned serves as General Counsel to The Villages Development Company, LLC, a Florida limited liability company ("VDC"). We have reviewed the declarations of covenants, restrictions, easements, and liens of Middleton (the "Community"), and this letter shall serve as the Opinion of Counsel for VDC, pursuant to Part 22 of Title NYCRR, Section 22.3(q). There is no master declaration for the community, but rather separate covenants and restrictions governing different subdivisions or otherwise designated geographic territories within the community. The opinions set forth in this letter are based solely on the facts and on the aforementioned documents. In no event shall VDC, the undersigned, the selling agent or any other person be liable if by reason of future changes in fact or applicable law, regulation, decisional law, or other material changes in circumstances, the legal status of the declaration of covenants, restrictions, easements and/or liens are no longer in accordance with the opinion stated herein. This letter is merely an opinion, and shall not be construed as a guarantee of outcome.

It is the undersigned's opinion that, under relevant present law, regulations, rulings and the decisional law of the State of Florida and the Federal Fair Housing Act, and based upon the terms of the Offering Plan of VDC submitted to the New York Department of Law (the "Offering Plan"), the declarations of covenants, restrictions, easements, and liens are, or when recorded will be, legal and valid.

It is also the undersigned's opinion that, the Community Development District property and homes constructed in the Community, if built in accordance with the plans and specifications, will conform to applicable zoning ordinances and statutes.

The undersigned is not qualified to offer an opinion as to: (i) the deductibility of Community Development District assessments, (ii) the tax-exempt status of the Community

Development District, or (iii) the Community Development District's liability for taxes. Individual home owners should consult a tax professional for the foregoing opinions.

This opinion letter is furnished to the New York Department of Law pursuant to a state registration requirement and is solely for the addressee's benefit. It may not be relied upon by, nor may copies of this letter be delivered to any other person without the prior written consent of the undersigned. If you should require anything further in this regard, please contact our offices directly.

Sincerely,



Erick D. Langenbrunner, Esq.

LOCAL GOVERNMENT APPROVAL

The Community is being developed pursuant to and in compliance with the Area B Development Agreement. Middleton Community Development District-A (MCDDA) was established by the City Commission of the City of Wildwood on May 9, 2022 Ordinance No. O2022-35. The Development Agreement and establishment of MCDDA are described in detail in the section titled *Introduction* in Part I of this Offering Plan.

Recorded plats of Units 1 and Unit 2 are attached as *Exhibit E* which plats evidence local governmental approval of the Homesites covered thereby.

RESERVE/WORKING CAPITAL FUND

Reserve and working capital funds are permitted costs of the operation of a community development district under Chapter 190, Florida Statutes. Because the Community is a new development, MCDDA does not have a reserve fund for the 2023-2024 fiscal year. As MCDDA continues to develop, MCDDA may establish reserves as part of its budget for the ensuing fiscal year at a level deemed necessary and appropriate. Reserve funds may be used for any designated expenditure as approved by the Board unless they are funds that are restricted for a specific purpose.

MCDDA has a working capital fund and has budgeted $336,917.00 to fund the working capital balance in its 2023-2024 fiscal year budget. As of the date of this Offering Plan, there are no capital projects contemplated for the upcoming budget year.

Both Owners and Sponsor contribute to the working capital fund, and reserve fund when in existence, through payment of CDD Assessments.

MANAGEMENT AGREEMENT, CONTRACTS, AND LEASES

A professional manager, known as the District Manager, implements the policies of the Board of Supervisors for MCDDA. The District Manager was appointed by the Board by an adopted resolution of the Board. This professional manager is not employed by the Sponsor but rather is employed by MCDDA and paid compensation fixed by the Board of Supervisors. The District Manager's compensation is part of the management fees charged to MCDDA in accordance with the Interlocal Agreement, which fees are in turn part of MCDDA's budget. The District Manager is responsible for carrying out policy decisions of the Board of Supervisors, professionally leading the day-to-day operations of departments in the organization, and the preparation and administration of the annual budgets.

Pursuant to Section 190.011 of Chapter 190, Florida Statutes which provides that joint power between public agencies may be exercised in a contract in the form of an Interlocal Agreement, MCDDA entered into an Interlocal Agreement with VCCDD for the

provision of management, finance, and administrative services to its residents by VCCDD. The basis of the Interlocal Agreement is that VCCDD has a staff component capable of providing necessary administrative, financial and management services to MCDDA which allows for full time staff services at a proportionate cost in lieu of payment of full staffing costs by MCDDA; thereby reducing the cost of overhead for MCDDA.

VCCDD will provide MCDDA various and numerous functions including, but not limited to, providing a local office for primary contact by Owners, maintaining all records of MCDDA, maintaining a legal office for MCDDA, managing day-to-day business of MCDDA, representation relating to business matters of MCDDA before the Board of Supervisors, providing public information, public education, management of the MCDDA operations, assistance to property owners, collection of assessments, and other services as may be deemed appropriate. In addition, the local office will respond to all requests for information and process collection of assessments, pursuant to law. MCDDA may request additional services to be performed by VCCDD as the Board of MCDDA deems necessary for the efficient and effective management of MCDDA.

In return for its services, MCDDA will provide annual compensation to VCCDD in an amount approved by the MCDDA Board and reflected in the annual budget for MCDDA. Payment will be inclusive of direct personnel costs for the operation of the local office including normal operating expenses such as telephone, utilities, etc. Like all other expenses of MCDDA that are borne by those who benefit from its services, the compensation paid to VCCDD for its services will be passed on to Owners as part of the Maintenance Assessments.

The Interlocal Agreement shall be in effect for twenty (20) years, unless terminated earlier upon mutual agreement of the Boards of Supervisors of both MCDDA and VCCDD. Given the nature of the Interlocal Agreement as a specific type of agreement between two (2) public agencies, it is not assignable by either party.

IDENTITY OF PARTIES

The Sponsor

The Sponsor of this offering is The Villages Development Company, LLC, a Florida limited liability company. The Sponsor is a newly formed identity; however, it has entered into a Development Services Agreement with an affiliated entity, The Villages of Lake-Sumter, Inc., a Florida Corporation (VLS), whereby VLS will assist the Sponsor with the development and sale of Homes in the Community. VLS and the Sponsor, The Villages Development Company, LLC (VDC), are part of a closely held development group in Central Florida. The basis of the Development Services Agreement is that VLS has significant experience, expertise and know-how in the development of residential housing and commercial developments. The Sponsor has retained the services of VLS to provide technical expertise and local development knowledge in the development of the tracts of land now owned or acquired in the future by the Sponsor, including the land comprising the Community, into residential housing developments and/or commercial developments.

VLS will market the Subdivision; however, is only doing so as a contracted service provider on behalf of the Sponsor. Notwithstanding the foregoing, the Sponsor is the entity ultimately responsible for and causing the development of the (though it may contract with VLS or any of its affiliates as a "contractor" for the performance of the construction). Further, the Sponsor will be the "Seller" under all contracts to purchase a Home in the Community, and the "Builder" of the Homes, and Purchasers may look solely to the Sponsor as to their rights and obligations. VLS is not the Sponsor under this Offering Plan.

There are no lawsuits, administrative proceedings or other proceedings, the outcome of which may materially affect the offering, the property, the rights of Owners, the Sponsor's capacity to perform all of its obligations under the Offering Plan, MCDDA or the operation of MCDDA.

The Principal of the Sponsor, Martin L. Dzuro, is also a principal of an affiliate of the Sponsor, The Villages Land Company, LLC (VLC). VLC owns more than ten percent (10%) of unsold Homesites in another community, The Villages, which is registered in the State of New York, bearing registration number H88-0051. VLC is current on any and all existing financial obligations relating to the Community Development Districts governing The Villages, specifically including any such obligation arising out of or in any way related to association charges, assessments, repairs/improvements as described in the Offering Plan for The Villages, maintaining/replenishing any reserve or working capital fund(s), etc.

There have been no prior felony convictions of the Sponsor and/or Martin L. Dzuro and/or any individual who owns or control a ten percent (10%) or more equity interest in the Sponsor; nor (ii) any prior bankruptcies, convictions, injunctions and judgments against the Sponsor, Martin L. Dzuro, and/or entities in which Martin L. Dzuro was a principal, and/or any individual who owns or control a ten percent (10%) or more equity interest in the Sponsor that may be material to the Offering Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of the Offering Plan.

Sponsor's Attorney

The attorney for the Sponsor that prepared this Offering Plan is Brigitte Reyes, Esq., Carmel & Reyes, PLLC, 2141 Wisconsin Ave., NW, Suite M, Washington, DC, 20007.

Manager

A professional manager, known as the District Manager, implements the policies of the Board of Supervisors for MCDDA. Currently, the District Manager is Kenneth Blocker, having a business address of 984 Old Mill Run, The Villages, FL 32162. The District Manager is not employed by the Sponsor. The District Manager represents MCDDA and is employed by MCDDA, and its compensation is part of MCDDA's budget.

Chapter 190, Florida Statutes permits the District Manager to be a stockholder, officer, or employee of the Sponsor of an entity affiliated with the Sponsor; however, Kenneth Blocker is not a stockholder, officer or employee of, or otherwise an affiliate of, the Sponsor.

Selling Agent

The Selling Agent for the Community is The Villages of Lake-Sumter, Inc. (VLS), 1020 Lake Sumter Landing, The Villages, Florida 32162. Neither the Selling Agent nor its principals have any prior felony convictions and no prior convictions, injunctions, or judgments that may be material to the Offering plan, or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Offering Plan. VLS and the Sponsor are part of a closely held development group in Central Florida.

Sponsor's Engineer and Architect

The Sponsor's Engineer is Clymer Farner Barley, Inc., 4450 NE 83rd Road, Wildwood, FL 34785. The Sponsor's Architect is AgeWave Solutions, Inc., 340 Heald Way, The Villages, FL 32163. Clymer Farner Barley and AgeWave Solutions have been involved in the planning of The Villages, a nearby community of over 75,000 +/- homes developed by affiliates of the Sponsor, for thirty-one (31) years and sixteen (16) years, respectively. Neither the engineer nor the architect are affiliated with the Sponsor.

Designation of Secretary of State for Service of Process

The Secretary of State of New York has been designated as the agent to receive service of process on behalf of the Sponsor and Selling Agent and their respective principal identified in connection with each of their Broker-Dealer registrations.

Other than as stated above, no person or firm who will provide services to MCDDA is affiliated with the Sponsor.

REPORTS TO RESIDENCE OWNERS

Financial disclosures and meeting requirements of MCDDA are governed and dictated by Chapter 190, Florida Statutes. The operations of a Community Development District in Florida, such as MCDDA, are conducted in the "sunshine," which means all meetings and records are open to the public. Public hearings are held on CDD Assessments; and the budget of MCDDA is subject to an annual independent audit.

Section 190.007 of Chapters 190, Florida Statutes provides that the financial records of the Board shall be audited by an independent certified public accountant at least once a year.

Section 190.006 of Chapter 190, Florida Statutes dictates notice requirements for meetings. The Board is required to keep a permanent record book in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts. All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.

Section 190.008 of Chapter 190, Florida Statutes provides that: on or before each June 15th, the district manager shall prepare a proposed budget for the ensuing fiscal year to be submitted to the board for board approval. The proposed budget shall include at the direction of the board an estimate of all necessary expenditures of the district for the ensuing fiscal year and an estimate of income to the district from the taxes, assessments, and other revenues provided in Chapter 190. The board shall consider the proposed budget item by item and may either approve the budget as proposed by the district manager or modify the same in part or in whole. The board shall indicate its approval of the budget by resolution, which resolution shall provide for a hearing on the budget as approved. Notice of the hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for two (2) consecutive weeks, except that the first publication shall be not fewer than fifteen (15) days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the board shall hear all objections to the budget as proposed and may make such changes as the board deems necessary. At the conclusion of the budget hearing, the board shall, by resolution, adopt the budget as finally approved by the board. The budget shall be adopted prior to October 1 of each year.

MCDDA does not issue reports to its residents; however, as stated above all meetings and records of MCDDA are open to the public.

DOCUMENTS ON FILE

The Sponsor shall keep copies of the Offering Plan, all documents referred to in the Offering Plan and all exhibits submitted to the Department of Law in connection with the filing of the Offering Plan, on file and available for inspection without charge and for copying at a reasonable charge at the sales center for the Community for six (6) years from the date of first closing.

GENERAL

There are no lawsuits, administrative proceedings or other proceedings, the outcome of which may materially affect the offering, the property comprising the Community, the rights of home owners, the Sponsor's capacity to perform all of its obligations under the Offering Plan, MCDDA or the operation of MCDDA.

The property has not been the subject of any prior cooperative, condominium or HOA offerings. No binding agreements have been entered into with, and no money has been collected from, prospective purchasers of the State of New York.

All real estate interest described herein will be offered without regard to marital status, sex, race, handicap, religion, familial status, color, ancestry, creed, or national origin. The Sponsor will not indicate a preference for, or a rejection of any particular group in its advertising, rendering of services, or in any other manner.

Pursuant to Title 13 NYCRR Section 22.5(a)(5), Purchasers have the right to rescind Purchase Agreements if there is a material amendment to the Offering Pan that adversely affects Purchasers, as determined by the Department of Law.

Those circumstances deemed important by New York laws, which may affect the use and/or enjoyment of any property and/or appurtenance, have been disclosed elsewhere in this Offering Plan.

SPONSORS STATEMENT OF SPECIFICATIONS AND BUILDING CONDITION

Sponsor adopts the Description of Property and Specifications set forth in Part II of the Offering Plan.

To the extent the CDD property is subject to Federal, State or local laws concerning lead-based paint, the Sponsor will comply with such laws and regulations promulgated thereunder during its time of ownership of such property.

Part II

CONTRACT OF SALE ..... Exhibit A
FORM OF DEED TO CDD ..... Exhibit B
DESCRIPTION OF PROPERTY AND SPECIFICATIONS ..... Exhibit C
SITE PLAN ..... Exhibit D
PLATS ..... Exhibit E
LOCATION MAP ..... Exhibit F
PLANS OF CDD PROPERTY ..... Exhibit G
DECLARATIONS OF COVENANTS AND RESTRICTIONS ..... Exhibit H
CDD ESTABLISHING DOCUMENTS ..... Exhibit I
NEW YORK ADDENDUM ..... Exhibit J
CERTIFICATIONS ..... Exhibit K
    CERTIFICATION BY SPONSOR
    CERTIFICATION OF SPONSOR'S ENGINEER

Exhibit A

CONTRACT OF SALE

- LAND PURCHASE AGREEMENT
- HOME SALE ADDENDUM
- HOME PURCHASE AGREEMENT

Land Purchase Agreement

Middleton
BY THE VILLAGES

Deal Number: [redacted]
Comp Number:
Job Number :
Home Phone#:000-0000

[redacted]

Middleton by The Villages, Purchase Agreement

Sold by: Villages House Sale/ cs

THIS AGREEMENT, made this 19th day of January 2023 , by and between **THE VILLAGES DEVELOPMENT COMPANY, LLC,** hereinafter called "Seller", and

THE VILLAGES DEVELOPMENT CO LLC
3619 KIESSEL RD
THE VILLAGES, FL 32163-2909

hereinafter called the "Buyer":

WITNESSETH:

WHEREAS, the Buyer wishes to purchase from the Seller, upon the following terms and conditions, a parcel of land situated in the county of Sumter, State of Florida, legally described as follows:

[redacted] Middleton Unit 1, according to the plat thereof, recorded in Plat Book 20, pages 28, and 28A through 28N, Public Records of Sumter County, Florida. ("The Homesite")

together with a home to be constructed upon the Homesite described above (collectively "Property").

WHEREAS, Buyer has made a personal on-site inspection of The Homesite prior to the execution of this contract,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. At the closing of this transaction, the Seller agrees to convey to the Buyer by Warranty Deed, good and insurable title to the above described Property , free and clear of any and all encumbrances whatsoever, except for taxes and assessments, for the year of closing and thereafter (to be pro-rated), easements, reservations, restrictions (now or prior to closing to be placed of record) and zoning regulations, based on the following Purchase Price and Method of Payment:

a. Purchase Price: The purchase price for the home and improvements shall be set forth in a separate Home Sale Addendum executed at the time the home is ordered. The Homesite which has been selected is subject to a Homesite premium of $7,000.00 which is not subject to change.

b. METHOD OF PAYMENT: The Buyer, upon signing this Agreement shall deposit the sum of DOLLARS, ($.00), and on or before 00/00/0000 shall cause to be deposited a total sum of DOLLARS, ($.00) , excluding any credit card deposits as deposits for the purchase of the above described Property. At the time of closing of this transaction, the remainder of the Purchase Price for the Property, home and improvements, which is unpaid, is to be paid by wire transfer or locally drawn cashier's check.

2. Buyer agrees to select and order on or before , a particular home and improvements for immediate build and closing, which the Seller shall be obligated to complete construction on The Homesite prior to the Closing Date and subject to this Agreement. The parties agree that the actual closing date shall be set by the Seller at the time the home is ordered based on builder's construction time table for the home ordered. The parties agree that the price of the home and improvements as ordered shall be determined by the Seller's prices prevailing at the time the home is ordered. An additional deposit in the amount of 20% of the total purchase price of the Homesite and home as ordered less deposit(s) paid by Buyer, as set forth in paragraph 1(b) above, will be required at the time the separate Home Sale Addendum is executed when the home is ordered.

3. THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS(UP TO 10% OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED IN WRITING BY THE BUYER. THE RIGHT TO HAVE THE DEPOSIT HELD IN AN ESCROW ACCOUNT IS HEREBY WAIVED BY THE BUYER.

4. Until closing, Seller will pay the real estate taxes and all Community Development District and Maintenance assessments due at or prior to closing. At closing, such taxes and assessments not yet due will be pro-rated between Buyer and Seller, and shall be the responsibility of the Buyer after closing. In the event The Property closes between January 1st and September 30th of any year and the Certificate of Occupancy is also issued on or after January 1st of that same year, then in addition to pro-rating the current years fire assessment, the following years fire assessment shall also be collected from buyer at closing.

5. Documentary stamps on the Warranty Deed, building permit costs, impact fees, if applicable, water/wastewater fee, contributions in aid of construction for utilities, mailbox fees and the cost of recording the deed shall be paid by the Seller. Buyer shall be responsible for all other costs and expenses associated with closing, including but not limited to any and all financing costs and expenses associated with Buyer's financing for the purchase of The Property and title insurance.

6. The Buyer may not take possession of The Property until closing.

7. Buyer acknowledges that Buyer is not an investor purchasing The Property with intent to resell The Property within one (1) year. Therefore, in consideration of Seller selling Buyer The Property, Buyer hereby agrees not to sell, convey or transfer The Property for a period of one (1) year following the closing of this transaction ("No Sale Period"). In the event Buyer sells, conveys or transfers The Property during this No Sale Period, then Buyer agrees to forfeit any and all profits from such a sale to the Seller. Profits shall be defined as the gross sales proceeds from any sale during the No Sale Period, less the gross purchase price of this transaction. Seller reserves the right to make exceptions for hardships such as death, in Seller's sole discretion on a case-by-case basis. This clause shall be subordinate to the interest of any mortgagee, and shall survive the closing of this transaction.

_____
Init1

8. Buyer agrees to pay for garbage, trash, water and sewage services to be provided by the Seller, or its successors, assigns or nominee. The charges for such services shall be billed and paid on a monthly basis.

9. Buyer acknowledges that lakes, ponds, retention and detention areas, canals, creeks, marsh areas, stream or other water related areas (hereafter, "water features") within Middleton by The Villages are designed to detain, or retain stormwater runoff and are only recharged by either rainfall or in some instances, springs. The level of water contained in water features within Middleton by The Villages is subject to naturally occuring events such as drought, floods, rain or the absence of rain. Therefore, Seller, Selling representatives, and agents make no representation, warranty or covenant with the Buyer that the level of water in any water feature shall be at any particular depth or height, either before or after closing of the sale to the Buyer.

10. Notices will be either (a) personally delivered (including delivery by Federal Express or other courier service) to the offices set forth below, in which case they will be deemed delivered on the date of delivery to said offices; or (b) sent by certified or registered mail, return receipt requested, in which case they will be deemed delivered on the date that is three (3) business days after the date shown on the receipt, unless delivery is refused or delayed by the addressee, in which event they will be deemed delivered on the date of deposit in the U.S. Mail or (c) by confirmed facsimile or by email, in which case they will be deemed delivered on the date sent if sent by 5:00 p.m.

Buyer(s):

THE VILLAGES DEVELOPMENT CO LLC
3619 KIESSEL RD
THE VILLAGES, FL 32163-2909

Home Phone#:000-0000
Email:

Seller:

The Villages Development Company, LLC
Address (TBD)
The Villages, FL 32162

Attention: Mike Berning
Phone: 352-753-2270
Email: Mike.Berning@TheVillages.com

11. Disclosures:

a. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

b. Buyer hereby acknowledges receipt of the Florida Building Energy Efficiency Rating Brochure.

c. If your Homesite adjoins or is near property that is not within Middleton by The Villages, Buyer hereby acknowledges and understands that the Seller is not in a position to make any representations to you on what the use might be for that adjoining property. Buyer further acknowledges that the Seller has not made any representations regarding the use of such adjoining property.

d. BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

e. Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

f. CHAPTER 558 NOTICE OF CLAIM: ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

12. This Agreement may not be assigned by Buyer without Seller's written consent.

13. The Buyer requests the Seller to have the water and gas (if applicable) service turned on at the property in Buyer's name and the Buyer agrees to pay for electric and gas used in construction and testing of systems of the home up to SEVENTY FIVE AND 00/100 DOLLARS ($75.00) per utility.

14. Whenever the words "Seller" and "Buyer" are used in this Agreement, such words shall mean singular or the plural and one gender shall include all wherever the Agreement so requires or permits.

15. This Agreement, together with The Home Sale Addendum, constitutes the entire Agreement between the parties. Buyer agrees that no representations, oral or implied, have been made to Buyer to induce Buyer to enter into this Agreement other than those expressly herein set forth. No waiver of any provision herein contained shall at any time be valid unless reduced to writing and executed by the parties hereto.

16. Buyer understands that all homes offered by Seller may not be placed on this Homesite because of availability and/or applicable restrictive covenants. Buyer agrees to order a home which would be allowed under the restrictions applicable to the Homesite.

17. Nothing contained in this Agreement or the separate Home Sale Addendum shall relieve the Seller from its unconditional obligation to complete construction of the residential unit prior to the earliest of the Closing Date set forth in the separate Home Sale Addendum or two (2) years from the execution hereof. Further, the parties agree that this Agreement and the separate Home Sale Addendum shall be construed in the manner necessary for the Seller's obligation to complete construction of the residential unit pursuant to the Statutory Improved Lot Exemption, 15 U.S.C. 1702(a)(2).

18. Seller may extend Closing up to 90 days if seller is unable for any reason to timely secure all labor, product and materials necessary to complete the Home prior to the initially-scheduled closing date.

19. In the event the Buyer made the initial deposit with a credit card, then upon receipt of cleared funds for the additional deposit, the initial Two Thousand Five Hundred and 00/100 Dollar ($2,500.00) credit card deposit shall be credited back to the Buyer's credit card.

20. In the event of litigation arriving hereunder, the losing party will pay the cost and expenses reasonably incurred by the prevailing party, including attorney's fees.

21. The failure of either party to insist on strict compliance by the other party's obligations hereunder shall not constitute a waiver of either party's right to require subsequent compliance with such obligations.

22. The Buyer agrees that, in the event Buyer defaults under any provisions of the Agreement, fails or refuses to select a home or pay deposit, as _____ provided (Buyer understands time is of the essence); or otherwise terminates Init1 this Agreement then this Agreement shall be terminated and all monies paid hereunder and under any separate agreement shall be retained by the Seller as liquidated damages. The parties hereto acknowledge that it would be impossible to ascertain actual damages suffered by Seller and agree that such liquidated damages are a reasonable estimate of such damages. Thereafter all parties shall be relieved of any and all further liability under the terms of this Agreement.

23. However, since the closing is within 2 years of the execution of the purchase agreement the following are intended to be in lieu of any other damages suffered by either party, as a result of either party's failure to close within the first 30 days after the original scheduled closing. Thereafter, either party shall have the right to pursue any remedy which said part might have for breach of contract.

24. (i) In the event closing fails to take place on the designated closing date and such failure is caused by a default by Seller and closing is deferred by Seller, the Seller shall be responsible to Buyer for the following reasonable expenses to the extent they are actually incurred by Buyer as a result of such default:

1. Lodging expenses between original closing date and actual closing date;
2. The cost of the main meal of the day between the original closing date and the actual closing date;
3. Furniture storage.

(ii) In the event closing fails to take place on the designated closing date and such failure is not caused by a default by Seller, then Buyer may, upon Seller's approval, extend the closing date for a period of up to _15_ days, in which event, Buyer shall pay to Seller, at closing, the following expenses incurred by Seller before closing:

1. Water, sewer, electrical expenses, including air conditioning;
2. Lawn and landscape care expenses;
3. Interest on the remaining unpaid balance from the original closing date to the actual closing date at the prime interest rate charged by Citizen's First Bank, The Villages plus 1 1/2 % plus $250.00.

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

THE VILLAGES DEVELOPMENT COMPANY, LLC

By: _____

BUYER(S)

_____

Buyer 1 Date B1

THE VILLAGES DEVELOPMENT CO LLC

State license number for:
Properties of The Villages,Inc.:CQ1002909
Broker of Record, Michael Berning: BK451975

Home Sale Addendum

PRINT DATE: 2/01/2023
JOB NUMBER: [redacted]

Middleton
BY THE VILLAGES

HOME SALE ADDENDUM

SALES REPS: LAND-Colin Potter, License # SL 3388039/wo
HOMESITE ADDRESS: [redacted]

SELLERS: The Villages Development Company, LLC
BUYER(S): [redacted]

ADDRESS : [redacted]
[redacted] [redacted] PHONE: [redacted]

Pursuant to the terms of the Purchase Agreement dated the 21st day of Jan., 2023 by and between The Villages Development Company, LLC and the above named Buyer(s). The Buyer(s) hereby select(s) the following described home and improvements:

MODEL: [redacted]

PRICE OF HOME AND IMPROVEMENTS:	282,696.00	INITIAL CLOSING DATE IS SCHEDULED
H O M E S I T E :	8,000.00	
		FOR 06/06/2023.
PURCHASE PRICE TOTAL :	290,696.00	
NET TOTAL PURCHASE PRICE :	290,696.00	BASED UPON DEPOSITS &
LOT DEPOSIT :	-10,000.00	SIGNED DOCUMENTS DUE ON
B A L A N C E :	280,696.00	OR BEFORE 02/02/2023.
HOME DOWN PAYMENT :	-19,070.00	DEPOSIT AMOUNT DUE $19,070.00
	261,626.00	EXCLUDING PREVIOUS CREDIT CARD
T O T A L :	261,626.00	DEPOSIT, IF APPLICABLE PLUS SETTLEMENT COSTS AND PRORATIONS

INITIAL HERE Init1

The parties hereto agree that the model Home described above shall be constructed according to the specifications attached hereto. The selections set forth are subject to availability and in the event they are unavailable, Seller may substitute selection of equal or greater value.

HOME SALE ADDENDUM

SELLERS: The Villages Development Company, LLC
BUYER(S): [redacted] [redacted]

[redacted] [redacted] 2/01/2023

STD D-C-R	DATA-CABLE-RECEPT: BED-2 (CAT6-DATA, RG-6 QUAD SHIELD-CABLE)	BEDROOM #2
FOWSPS	FAN OUTLET WITH SINGLE POLE SWITCH	BEDROOM #2
K300117	CANFIELD 52"-5 BLADE, REVERSIBLE, 3 SPEED 300117WH WHITE FAN WITH WHITE BLADES	BEDROOM #2
35 (CL)	2" FAUX BLIND - 35 WINDOW	BEDROOM #2
STD D-C-R	DATA-CABLE-RECEPT: BED-3 (CAT6-DATA, RG-6 QUAD SHIELD-CABLE)	BEDROOM #3
FOWSPS	FAN OUTLET WITH SINGLE POLE SWITCH	BEDROOM #3
K300117	CANFIELD 52"-5 BLADE, REVERSIBLE, 3 SPEED 300117WH WHITE FAN WITH WHITE BLADES	BEDROOM #3
35 (CL)	2" FAUX BLIND - 35 WINDOW	BEDROOM #3
K52443	ERMA 5-LIGHT SATIN ETCHED GLASS (K52443) -NI BRUSHED NICKEL	DINING ROOM
35 (CL)	2" FAUX BLIND - 35 WINDOW	DINING ROOM
STRCH-REV	STANDARD ENTRY	ENTRY
S2610	3068 - CLEAR GLASS, 1 LITE	ENTRY
258-SQT	258-SQT DEADBOLT SATIN NICKEL	ENTRY
DOOR COLOR	EXTERIOR DOORS - PAINT COLOR CHOICE FP0555 - OCEAN FRIGATE (LRV-21)	ENTRY
ENTRY ONLY	GUTTER & DOWNSPOUT TO ENTRY "ONLY" WHITE	ENTRY
STEP BAFFLE	(3)6125WB/E7ICAT WHITE RECESSED STEP BAFFLE LIGHTS	ENTRY
DISCLAIMER	CONCRETE DISCOLORATION WILL POSSIBLY OCCUR.	EXTERIOR
EXT WALLS	FRAME EXTERIOR WALLS	EXTERIOR
ELEV-STD	GO FISH STANDARD ELEVATION HIP ROOF, BOSTON HIPS OVER GARAGE AND ENTRY. (2) WRAPPED COLUMNS	EXTERIOR
CP-500X40	5'x4'CONCRETE PAD	EXTERIOR
DRIVEWAY	DRIVEWAY SPECIFICATION IS FOR APPROXIMATE DRIVEWAY WIDTH DIMENSION	EXTERIOR

HOME SALE ADDENDUM

SELLERS: The Villages Development Company, LLC
BUYER(S): [redacted] [redacted] [redacted]

2/01/2023

DW-160	16' WIDE DRIVEWAY	EXTERIOR
SB-SD-2	GARAGE SETBACK TYPE-D.2 STANDARD DRIVE	EXTERIOR
BK-110NBWH	BK-110NBWH DOORBELL-WITH BUTTON	EXTERIOR
STD. HOSE BIBBS	(2) HOSE BIBBS (std.)	EXTERIOR
RTG-70XLN-1	TANKLESS GAS WATER HEATER WITH VALVE KIT (Gas Units Only) 160K btu	EXTERIOR
DOOR SILL-FRAME	4-EVERSILL AND 4-EVERFRAME TO ALL EXTERIOR DOORS	EXTERIOR
VINYL TRIM	5" VINYL TRIM-GARAGE DOOR (OVATION SIDING) WHITE	EXTERIOR
VINYL TRIM	3.5" WIDE VINYL TRIM-ALL FRONT WINDOWS (OVATION SIDING) WHITE	EXTERIOR
VINYL CORNERS	1 PC. - 4" VINYL OUTSIDE CORNERS TO ALL OUTSIDE CORNERS OF HOME, COLOR: WHITE	EXTERIOR
OVATION-OV45	DUTCH LAPSIDING - OVATION, WOOD GRAIN DESERT SAND	EXTERIOR
ENTRY POST	CD.1, 4" POST WITH 8"/6" COMPOSITE WRAP - COLOR WHITE TO FRONT POST	EXTERIOR
ENTRY POST	CD.1, 4" POST WITH 8"/6" COMPOSITE WRAP - COLOR WHITE TO FRONT POST	EXTERIOR
SHUTTER COLOR	NO SHUTTERS	EXTERIOR
STD-ELEV	OVATION-OV45 SIDING (SELECT COLOR) FRONT GABLES OR BOSTON HIPS WITH LIN5-5" VINYL TRIM (COLOR TO MATCH WINDOW TRIM COLOR) DESERT SAND	EXTERIOR
EXTERIOR TRIM	EXTERIOR COLUMN PAINT COLOR V3300 SATIN WHITE	EXTERIOR
LANDMARK	LANDMARK DESIGNER SHINGLES, PALISADE UNDERLAYMENT DRIFTWOOD	EXTERIOR
SOFFIT	SOFFIT-4" FASCIA-DRIP EDGE WHITE	EXTERIOR
SOFFIT	VINYL SOFFIT CEILING IN ENTRY AND LANAI	EXTERIOR

HOME SALE ADDENDUM

SELLERS: The Villages Development Company, LLC
BUYER(S): [redacted] [redacted]

[redacted] [redacted] 2/01/2023

STANDARD	STANDARD LANDSCAPE PACKAGE	EXTERIOR
X2 - RAIN CLIK	X2 WIFI CAPABLE CONTROLLER, RAIN-CLIK SENSOR IRRIGATION SYSTEM	EXTERIOR
SOD	ST. AUGUSTINE SOD	EXTERIOR
TERMITE BAIT	TERMITE BAIT SYSTEM	EXTERIOR
HOMESITE TYPE	BACKS TO WALL	EXTERIOR
STEP BAFFLE	(1)6125WB/E7ICAT WHITE RECESSED STEP BAFFLE LIGHT TO FOYER	FOYER
2CAR GARAGE	GARAGE - TWO CAR	GARAGE
16X7-GD5S	16'X7' GALLERY COLLECTION SHORT PANEL GARAGE DOOR	GARAGE
GDO RECEPT	GARAGE DOOR OPENER RECEPTACLE	GARAGE
20AMP RECEPT	20AMP GFI RECEPT TO GARAGE	GARAGE
MDTK	KEYLESS ENTRY CONTROL FOR GARAGE DOOR OPENER	GARAGE
LDCO-801	GARAGE DOOR OPENER WITH 2 3-BUTTON REMOTES AND WALL STATION	GARAGE
22 X 54	ATTIC PREP WITH LIGHT, SWITCH AND LED BULB	GARAGE
PANEL BOX	200 AMP PANEL BOX	GARAGE
ABS LV BOX	49605-42G/49605-42B/49605-42T 42" LOW VOLTAGE ENCLOSURE. PANEL, DOOR AND TRIM RING. INSTALL TOP OF BOX TO MATCH ELECTRICAL BOX.	GARAGE
HERITAGE	LOGAN TWO PANEL,RECESSED,SOLID CORE DOOR	GARAGE
STD COLOR	GARAGE DOOR STANDARD COLOR WHITE	GARAGE
K59105	NOWARD, 1-LIGHT (K59105-BK), BLACK -BK BLACK	GARAGE
K59105	NOWARD, 1-LIGHT (K59105-BK), BLACK -BK BLACK	GARAGE
SPRL054836L40MV	4' - LED WRAP (SPRING)	GARAGE
678	WHITE EXHAUST FAN/LIGHT OVER TOILET	GUEST BATH
GROUP-Q1	GROUP-Q1 QUARTZ COUNTERTOP WHITE SAND	GUEST BATH
EDGE-QA	QUARTZ COUNTERTOP EDGE-QA EASED EDGE	GUEST BATH
K2882-0	VERTICYL WHITE UNDERCOUNTER	GUEST BATH

HOME SALE ADDENDUM

SELLERS: The Villages Development Company, LLC
BUYER(S): [redacted] [redacted] [redacted]

2/01/2023

	CHINA LAV	
KAYRA-SS	3533LF-SSMPU BRILLANCE STAINLESS, 2-HANDLE WIDE SPREAD LAVATORY FAUCET	GUEST BATH
KAYRA-SS	T17433-SS BRILLIANCE STAINLESS,1-HANDLE TUB/SHOWER FAUCET WITH AB&A 935-2H-SN SATIN NICKEL PUSH AND LIFT DRAIN	GUEST BATH
K3999/K4774-0	HIGHLINE WHITE ELONGATED COMFORT HEIGHT TOILET WITH BREVIA SEAT	GUEST BATH
K9379	TRIP LEVER FOR HIGHLINE TOILETS (COLORS-BN,2BZ,AF,BV) BRUSHED NICKEL	GUEST BATH
715701	VIKRELL - TRAVERSE MOLDED TUB/ SHOWER UNIT (71570110 Left Drain) (71570120 Right Drain) WHITE	GUEST BATH
173-H-WH	WHITE SHOWER ROD	GUEST BATH
MIRROR INSTALL	FRAMED MIRROR INSTALLATION INSTRUCTIONS +-45" TO BOTTOM OF FRAME	GUEST BATH
FM2430CC2	24"WIDE X 30"HIGH - 2" FRAMED MIRROR WH - WHITE	GUEST BATH
73350-SS	KAYRA STAINLESS TISSUE HOLDER	GUEST BATH
73324-SS	KAYRA STAINLESS 24 TOWEL BAR	GUEST BATH
K55125-NI	ERMA, 2-LIGHT, BRUSHED NICKEL (K55125-NI)	GUEST BATH
STEP BAFFLE	(1)6125WB/E7ICAT WHITE RECESSED STEP BAFFLE LIGHT TO GUEST HALL	GUEST HALL
HOME SELECTIONS	HOME SELECTIONS	INTERIOR
NEW & PREOWNED	OPEN FLOOR PLAN	INTERIOR
SMART READY	SMART HOME READY	INTERIOR
CENTRIC	CENTRIC	INTERIOR
WT	WINDOW TREATMENTS	INTERIOR
BASE MODEL	GO FISH BASE MODEL	INTERIOR
INT WALLS	AT THE DISCRETION OF THE BUILDER INTERIOR WALL STRUCTURE MAY BE GALVANIZED STEEL AND/OR WOOD	INTERIOR

HOME SALE ADDENDUM

SELLERS: The Villages Development Company, LLC
BUYER(S): [redacted]

[redacted] 2/01/2023

CEILING	INTERIOR VOLUME CEILINGS	INTERIOR
GAS PREP	NATURAL GAS PREP FOR WATER HEATER, DRYER (22k btu) AND RANGE OR COOKTOP (54k btu (Gas Units Only)	INTERIOR
PERFORMANCE-15	PERFORMANCE-15 A/C SYSTEM: HEAT PUMP FIXED SPEED AIR-HANDLER HIGH-EFFICIENCY AIR FILTER 10-YEAR PARTS WARRANTY 5-YEAR LABOR WARRANTY	INTERIOR
ECOBEE-3	PROGRAMABLE WIFI THERMIDISTAT 5-YEAR WARRANTY. (Use with standard system only)	INTERIOR
HOME & GARAGE	PAINTED KNOCK DOWN CEILING	INTERIOR
SQUARE CORNERS	SQUARE DRYWALL CORNERS	INTERIOR
R-38	R-38 INSULATION: BATTS AND BLOWN (WHERE APPLICABLE) TO LIVING AREA CEILING. THICKNESS INFORMATION TO BE POSTED IN HOME.	INTERIOR
R-11	R-11 BATT INSULATION TO LIVING AREA EXTERIOR WALLS AND HOME/GARAGE WALL. THICKNESS INFORMATION TO BE POSTED IN HOME.	INTERIOR
SP-SWITCHES	SINGLE POLE SWITCHES	INTERIOR
SHELVING	VENTILATED CLOSET SHELVING	INTERIOR
HERITAGE	LOGAN TWO PANEL HOLLOW CORE INTERIOR DOORS,RECESSED	INTERIOR
HALIFAX-SMT-1	HALIFAX, SQUARE BACK LEVER STYLE HANDSETS SATIN NICKEL	INTERIOR
US15	SATIN NICKEL HINGES	INTERIOR
SGD	SERIES 5470 SLIDING GLASS DOORS, VINYL WHITE FRAME CLEAR, ENERGY SHIELD MAX, IG	INTERIOR
WINDOWS-VF	SERIES 5400 SH WINDOWS, SERIES 5400 PW WINDOWS, 2 OVER 2 GRIDS, VINYL WHITE OUTSIDE FRAME, WHITE INSIDE FRAME, CLEAR, ENERGY SHIELD MAX, IG	INTERIOR
JAMESTOWN	JAMESTOWN FULL OVERLAY 5-PIECE DRAWER FRONT FROST	INTERIOR

HOME SALE ADDENDUM

SELLERS: The Villages Development Company, LLC
BUYER(S): [redacted] [redacted] [redacted]

2/01/2023

-	CABINET HARDWARE INSTALLATION NOTE: VERTICALLY ON DOORS, HORIZONTALLY ON DRAWERS	INTERIOR
GROUP 3.0	CABINET DOOR HARDWARE (3.0) ALLISON 53006-G10 SATIN NICKEL HANDLE	INTERIOR
GROUP 3.0	CABINET DRAWER HARDWARE (3.0) ALLISON 53006-G10 SATIN NICKEL HANDLE	INTERIOR
6LB CARPET PAD	6 LB DIAMOND CARPET PAD	INTERIOR
VL100	VILLAGES GOLD CARPET TO BEDROOMS 744 - PARCHMENT	INTERIOR
LVT INSTALL	COMPOSITE FLOORING INSTALLATION INSTRUCTIONS INSTALL COMPOSITE FLOOR LENGTHWISE FRONT TO BACK	INTERIOR
NSP	HANSON PLANK VH122 FLOORING EVERYWHERE BUT BEDROOMS (INCLUDES SHOE MOLDING PAINTED TRIM COLOR) CLEARWATER 4026	INTERIOR
CORNERS	COUNTERTOP CORNER(S) WILL BE CLIPPED IF A TALL CABINET DOOR SWINGS TOWARDS THE COUNTERTOP.	INTERIOR
SEAMS	QUARTZ MAY HAVE VARIATION IN COLOR, SHADE AND PARTICLE STRUCTURE. QUARTZ COUNTERTOP WILL HAVE VISIBLE SEAMS. SEAM LOCATION MAY VARY.	INTERIOR
#366 BASE	3-1/4" PAINT GRADE BASE MOLDING COLONIAL STYLE	INTERIOR
#366 DOOR CASE	2-1/4" PAINT GRADE DOOR CASING COLONIAL STYLE	INTERIOR
PAINT	INTERIOR AND GARAGE PAINT. WALLS: BROWNWOOD BISQUE CEILINGS: VILLAGE WHITE TRIM & DOORS: VILLAGE WHITE	INTERIOR
PLATE COLOR	SWITCHES,RECEPTS,DATA-CABLE- RECEPTS - THERMOPLASTIC WHITE	INTERIOR
WINDOW SILL-BE	SOLID SURFACE WINDOW SILLS- 1/2" - BULLNOSE EDGE SP016 PURE WHITE	INTERIOR
-	MOUNT BATH LIGHTS DOWNWARD	INTERIOR
RECESSED LIGHTS	RECESSED LIGHT LOCATIONS MAY VARY DUE TO TRUSS LOCATIONS	INTERIOR

HOME SALE ADDENDUM

SELLERS: The Villages Development Company, LLC
BUYER(S): [redacted]

[redacted] 2/01/2023

S9621-LED-BR30	SATCO S9621-LED-BR30-30K BULBS TO ALL RECESSED LIGHTS	INTERIOR
S39836/S21367	SATCO S39836-LED-9.8W FROSTED 30K BULBS TO ALL APPLICABLE LIGHTS. SATCO S21367-LED-4W 30K CANDELABRA BULBS TO ALL APPLICABLE LIGHTS.	INTERIOR
-	GO FISH BLINDS	INTERIOR
BLINDS	BLIND COLOR FAUX #500 SNOW WHITE,FLORIDA VERTICAL WHITE	INTERIOR
OPEN KITCHEN	OPEN KITCHEN	KITCHEN
STD KIT	STANDARD KITCHEN	KITCHEN
WIFI WIRE PREP	CAT6e CABLE ABOVE KITCHEN CABINETS	KITCHEN
CAB REVISION	39"X72" REFRIGERATOR OPENING	KITCHEN
JGB645S	FREESTANDING GAS RANGE, STAINLESS STEEL EKSS - STAINLESS STEEL	KITCHEN
VBP05IP84-2	ACCOR VBP05IP84-2 ICEMAKER BOX WITH HOSE. REFRIGERATOR SELECTED	KITCHEN
GSE25GY	25.3 CF SIDE BY SIDE REFRIGERATOR, FINGERPRINT RESISTANT STAINLESS STEEL PFS - FINGERPRINT RESISTANT STAINLESS STEEL	KITCHEN
GDT665SS	DISHWASHER, STAINLESS STEEL -NSS STAINLESS STEEL	KITCHEN
JVM6175S	MICROWAVE-RANGE HOOD STAINLESS STEEL KSS - STAINLESS STEEL	KITCHEN
COLLINS-AR	4140-AR-DST ARCTIC STAINLESS, 1 HANDLE KITCHEN FAUCET WITH PULL OUT SPRAY	KITCHEN
NOTE:	DO NOT INSTALL ESCUTCHEON PLATE ON SELECTED KITCHEN FAUCET	KITCHEN
K8199	CAIRN DOUBLE BOWL, NEOROC UNDERMOUNT SINK CM4 - MATTE GREY	KITCHEN
ARCTIC STAINLES	72010-AR/72030-AR ARCTIC STAINLESS,SINK FLANGE, STRAINER BASKET, DISPOSAL FLANGE AND STOPPER	KITCHEN
BADGER 5	1/2 HP GARBAGE DISPOSAL NEXT TO DISHWASHER	KITCHEN
GROUP-Q1	GROUP-Q1 QUARTZ COUNTERTOP	KITCHEN

HOME SALE ADDENDUM

SELLERS: The Villages Development Company, LLC
BUYER(S): [redacted] [redacted] [redacted]

2/01/2023

	WHITE SAND	
EDGE-QA	QUARTZ COUNTERTOP EDGE-QA EASED EDGE	KITCHEN
STEP BAFFLE	(5)6125WB/E7ICAT WHITE RECESSED STEP BAFFLE LIGHTS	KITCHEN
LANAI	RESIDENTIAL COVERED LANAI (NOT SCREENED). INCLUDES SCREEN FOR SLIDING GLASS DOOR (IF APPLICABLE).	LANAI
COLUMN COLOR	LANAI COLUMN POST WRAP COLOR WHITE EXTRUSION	LANAI
SCREEN LANAI	LANAI SPECIFICATION IS FOR APPROXIMATE EXTERIOR DIMENSION OF LANAI	LANAI
EXTRUSION COLOR	LANAI EXTRUSION COLOR WHITE EXTRUSION	LANAI
SLANAI-A	STANDARD LANAI-ADD SCREEN WALL AND DOOR	LANAI
STD D-C-R	DATA-CABLE-RECEPT: LANAI (CAT6-DATA, RG-6 QUAD SHIELD-CABLE)	LANAI
FOWSPS	FAN OUTLET WITH SINGLE POLE SWITCH	LANAI
P2502-30	AIRPRO 52"PATIO FAN -5 BLADE, REVERSIBLE, 3 SPEED (WHITE) -30 WHITE W/ WHITE BLADES	LANAI
STEP BAFFLE	(2)6125WB/E7ICAT WHITE RECESSED STEP BAFFLE LIGHTS TO LANAI	LANAI
SPRL054836L40MV	4' - LED WRAP (SPRING)	LAUNDRY ROOM
STD D-C-R	DATA-CABLE-RECEPT: LIVING ROOM (CAT6-DATA, RG-6 QUAD SHIELD-CABLE)	LIVING ROOM
FOWSPS	FAN OUTLET WITH SINGLE POLE SWITCH	LIVING ROOM
K300117	CANFIELD 52"-5 BLADE, REVERSIBLE, 3 SPEED 300117WH WHITE FAN WITH WHITE BLADES	LIVING ROOM
K360000	12" DOWNROD (for 9'-4", 10', 10'-4" and 10'-6" ceiling heights) WHITE	LIVING ROOM
6068S (CL)	VERTICAL BLIND 6068, STACK OFF SLIDING GLASS DOOR	LIVING ROOM
H35 (CL)	2" FAUX BLIND - 1/2-35 WINDOW	LIVING ROOM

HOME SALE ADDENDUM

SELLERS: The Villages Development Company, LLC
BUYER(S): [redacted] [redacted] [redacted]

2/01/2023

H35 (CL)	2" FAUX BLIND - 1/2-35 WINDOW	LIVING ROOM
678	WHITE EXHAUST FAN/LIGHT OVER TOILET	MASTER BATHROOM
GROUP-Q1	GROUP-Q1 QUARTZ COUNTERTOP WHITE SAND	MASTER BATHROOM
EDGE-QA	QUARTZ COUNTERTOP EDGE-QA EASED EDGE	MASTER BATHROOM
K2882-0	VERTICYL WHITE UNDERCOUNTER CHINA LAV	MASTER BATHROOM
K2882-0	VERTICYL WHITE UNDERCOUNTER CHINA LAV	MASTER BATHROOM
KAYRA-SS	3533LF-SSMPU BRILLANCE STAINLESS, 2-HANDLE WIDE SPREAD LAVATORY FAUCET	MASTER BATHROOM
KAYRA-SS	3533LF-SSMPU BRILLANCE STAINLESS, 2-HANDLE WIDE SPREAD LAVATORY FAUCET	MASTER BATHROOM
KAYRA-SS	T17233-SS BRILLIANCE STAINLESS, 1-HANDLE SHOWER FAUCET	MASTER BATHROOM
K3999/K4774-0	HIGHLINE WHITE ELONGATED COMFORT HEIGHT TOILET WITH BREVIA SEAT	MASTER BATHROOM
K9379	TRIP LEVER FOR HIGHLINE TOILETS (COLORS-BN,2BZ,AF,BV) BRUSHED NICKEL	MASTER BATHROOM
72530100	VIKRELL - TRAVERSE - 60" MOLDED SHOWER UNIT WHITE	MASTER BATHROOM
SHOWER DRAIN-BN	BN-BRUSHED-NICKEL ROUND SHOWER DRAIN	MASTER BATHROOM
173-H-WH	WHITE SHOWER ROD	MASTER BATHROOM
MIRROR INSTALL	FRAMED MIRROR INSTALLATION INSTRUCTIONS +-45" TO BOTTOM OF FRAME	MASTER BATHROOM
FM2430CC2	24"WIDE X 30"HIGH - 2" FRAMED MIRROR WH - WHITE	MASTER BATHROOM
FM2430CC2	24"WIDE X 30"HIGH - 2" FRAMED MIRROR WH - WHITE	MASTER BATHROOM
1459BP2	BEVELED MIRROR DOOR MEDICINE CABINET	MASTER BATHROOM
73350-SS	KAYRA STAINLESS TISSUE HOLDER	MASTER BATHROOM
73324-SS	KAYRA STAINLESS	MASTER BATHROOM

HOME SALE ADDENDUM

SELLERS: The Villages Development Company, LLC
BUYER(S): [redacted] [redacted] [redacted]

2/01/2023

	24 TOWEL BAR	
K55126-NI	ERMA, 3-LIGHT, BRUSHED NICKEL (K55126-NI)	MASTER BATHROOM
K55126-NI	ERMA, 3-LIGHT, BRUSHED NICKEL (K55126-NI)	MASTER BATHROOM
STD D-C-R	DATA-CABLE-RECEPT: MASTER BED ROOM. (CAT6-DATA, RG-6 QUAD SHIELD CABLE)	MASTER BEDROOM
FOWSPS	FAN OUTLET WITH SINGLE POLE SWITCH	MASTER BEDROOM
K300117	CANFIELD 52"-5 BLADE, REVERSIBLE, 3 SPEED 300117WH WHITE FAN WITH WHITE BLADES	MASTER BEDROOM
25 (CL)	2" FAUX BLIND - 25 WINDOW	MASTER BEDROOM
25 (CL)	2" FAUX BLIND - 25 WINDOW	MASTER BEDROOM
SPRL052424L40MV	2' - LED WRAP (SPRING)	M.BEDROOM CLOSET 1
STEP BAFFLE	(1)6125WB/E7ICAT WHITE RECESSED STEP BAFFLE LIGHT TO MASTER HALL	MASTER HALL

HOME SALE ADDENDUM

SELLERS: The Villages Development Company, LLC
BUYER(S): [redacted] [redacted]

[redacted] [redacted] 2/01/2023

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISION CHAPTER 558, FLORIDA STATUTES.

Prior to the issuance of a Certificate of Occupancy for the home to be constructed pursuant to this agreement, the Seller(Builder) shall complete and certify an "Energy Performance Level (EPL) Display Card" indicating the energy performance level and efficiencies of components installed in the dwelling unit. This display card shall be delivered to the buyer at or before closing, and it shall be deemed to be included as an addendum to this Sales Contract.

Nothing contained in this Agreement shall relieve the Seller from its unconditional obligation to complete construction of the residential unit prior to the Closing Date set forth herein. Further, the parties agree that this **Agreement shall be construed in the manner necessary for the Seller's obligation to complete construction of the residential unit pursuant to the Statutory Improved Lot Exemption, 15 U.S.C. 1702(a)(2).**

This Agreement constitutes the entire agreement between the parties. Buyer agrees that no representations, oral or implied, have been made to Buyer to induce Buyer to enter into this agreement other than those expressly herein set forth. No waiver of any provision herein contained shall at any time be valid unless reduced to writing and expressly made a modification hereto.

Buyer(s) hereby acknowledge(s) that he(they) has(have) read this Agreement and agree(s) to same, and that he(they) has(have) voluntarily purchased the above described home, optional equipment and accessories specified herein.

HOME SALE ADDENDUM

SELLERS: The Villages Development Company, LLC
BUYER(S): [redacted]

[redacted] 2/01/2023

State License numbers for:
Properties of The Villages, Inc.: [redacted]
Broker of Record, [redacted]: [redacted]

THE VILLAGES DEVELOPMENT COMPANY, LLC

Seller Date

Buyer 1 Date B1
[redacted]

SIGN & DATE

Home Purchase Agreement

Middleton
BY THE VILLAGES

Deal Number: [redacted]
Comp Number:
Job Number :
Cell Phone#:
[redacted]

Middleton By The Villages
Purchase Agreement

Sold by: [redacted]
Builder:

THIS AGREEMENT, made this 1st day of March 2023 , by and between **THE VILLAGES DEVELOPMENT COMPANY, LLC,** hereinafter called "Seller", and

[redacted]

hereinafter called the "Buyer":

WITNESSETH: WHEREAS, the Buyer wishes to purchase from the Seller, upon the following terms and conditions a parcel of land situated in the county of Sumter , State of Florida, legally described as follows:

[redacted] of Middleton Phase 1
as per plat thereof, recorded in Plat Book [redacted] ,
Public Records of Sumter County, Florida. ("The Homesite")

Together with the home and other improvements thereon, currently existing or to be constructed by Seller no later than the Closing Date set forth below , upon the homesite described above (collectively "Property"). The purchase prices for the homesite, home and other improvements as follows:

MODEL Rock Paper Scissors : 2542 OSTROM TERRACE

Init 1

PRICE OF PROPERTY :	336,094.00	CLOSING DATE IS SCHEDULED FOR 7/24/2023
HOMESITE PREMIUM :	11,000.00	
TOTAL PURCHASE PRICE :	347,094.00	
DEPOSIT :	-10,000.00	DUE UPON EXECUTION OF PURCHASE AGREEMENT
NET PURCHASE PRICE :	337,094.00	
HOME DOWN PAYMENT :	-24,710.00	DUE ON OR BEFORE 02/16/2023
		DEPOSIT AMOUNT DUE $ .00
BALANCE TO CLOSE :	312,384.00	EXCLUDING PREVIOUS CREDIT CARD
		PLUS SETTLEMENT COSTS AND PRORATIONS

The parties agree that the model home described above shall be constructed according to the specifications attached hereto: "EXHIBIT 'A'"

WHEREAS, Buyer has made a personal on-site inspection of the Property prior to the execution of this contract.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. At the closing of this transaction, which will be held on **7/24/2023** , the Seller agrees to convey to the Buyer by Warranty Deed, good and insurable title to the above described Property, free and clear of any and all encumbrances whatsoever, except for taxes and assessments, for the year of closing and thereafter (to be pro-rated), easements, reservations, restrictions (now or prior to closing to be placed of record) and zoning regulations, based on the Total Purchase Price. At the time of closing of this transaction the remainder of the unpaid purchase price, is to be paid by wire transfer or locally drawn cashiers check.

2. THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10% OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED IN WRITING BY THE BUYER. THE RIGHT TO HAVE THE DEPOSIT HELD IN ESCROW ACCOUNT IS HEREBY WAIVED BY THE BUYER.

3. Until closing, Seller will pay the real estate taxes and all Community Development District and Maintenance assessments due at or prior to closing. At closing, such taxes and assessments not yet due will be pro-rated between Buyer and Seller, and shall be the responsibility of the Buyer after closing. In the event The Property closes between January 1st and September 30th of any year and the Certificate of Occupancy is also issued on or after January 1st of that same year then in addition to pro-rating the current year's fire assessment, the following year's fire assessment shall also be collected from buyer at closing.

4. Documentary stamps on the Warranty Deed, building permit costs, impact fees, if applicable, water/wastewater fee, contributions in aid of construction for utilities, mailbox fees and the cost of recording the deed shall be paid by the Seller. Buyer shall be responsible for all other costs and expenses associated with closing, including but not limited to any and all financing costs and expenses associated with Buyer's financing for the purchase of The Property and title insurance.

5. The Buyer may not take possession of the property until closing.

6. Buyer acknowledges that Buyer is not an investor purchasing the Property with intent to resell The Property within one (1) year. Therefore, in consideration of Seller selling Buyer The Property, Buyer hereby agrees not to sell, convey or transfer The Property for a period of one (1) year following the closing of this transaction ("No Sale Period"). In the event Buyer sells, conveys or transfers The Property during this No Sale Period, then Buyer agrees to forfeit any and all profits from such a sale to the Seller. Profits shall be defined as the gross sales proceeds from any sale during the No Sale Period, less the gross purchase price of this transaction. Seller reserves the right to make exceptions for hardships such as death, in Seller's sole discretion on a case-by-case basis. This clause shall be subordinate to the interest of any mortgagee, and shall survive the closing of this transaction.

Init 1

7. Buyer agrees to pay for garbage, trash, water and sewage services to be provided by the Seller, or its successors, assigns or nominee. The charges for such services shall be billed and paid on a monthly basis.

8. Notices will be either (a) personally delivered (including delivery by Federal Express or other courier service) to the offices set forth below, in which case they will be deemed delivered on the date of delivery to said offices; or (b) sent by certified or registered mail, return receipt requested, in which case they will be deemed delivered on the date that is three (3) business days after the date shown on the receipt, unless delivery is refused or delayed by the addressee, in which event they will be deemed delivered on the date of deposit in the U.S. Mail or (c) by confirmed facsimile or by email, in which case they will be deemed delivered on the date sent if sent by 5:00 p.m.

Buyer(s):

Seller:

The Villages Development Company, LLC
c/o Mike Berning
2705 W. Torch Lake Drive
Brownwood Paddock Square
The Villages, FL 32162

Email: Contract.Notification@TheVillages.com

9. Disclosures:

a. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

b. Buyer hereby acknowledges receipt of the Florida Building Energy Efficiency Rating Brochure.

c. If the Property adjoins or is near property that is not within Middleton By The Villages, Buyer hereby acknowledges and understands that Seller is not in a position to make any representations to you on what the use might be for that adjoining property. Buyer further acknowledges that the Seller has not made any representations regarding the use of such adjoining property.

d. BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

e. Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

f. CHAPTER 558 NOTICE OF CLAIM: ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

g. Buyer recognizes that lakes, ponds, retention and detention areas, canals, creeks, marsh areas, stream or other water related areas (hereafter, "water features") within Middleton By The Villages are designed to detain, or retain stormwater runoff and are only recharged by either rainfall or in some instances, springs. The level of water contained in water features within Middleton By The Villages is subject to naturally occuring events such as drought, floods, rain or the absence of rain. Therefore, Seller, Selling representatives and agents make no representation, warranty or covenant with the Buyer that the level of water in any water feature shall be at any particular depth or height, either before or after closing of the sale to the Buyer.

10. This Agreement may not be assigned by Buyer without Seller's written consent.

11. The Buyer requests the Seller to have the water and gas (if applicable) service turned on at the Property in Buyer's name and the Buyer agrees to pay for electric and gas used in construction and testing of systems of the home up to SEVENTY FIVE AND 00/100 DOLLARS ($75.00) per utility.

12. Whenever the words "Seller" and "Buyer" are used in this Agreement, such words shall mean singular or the plural and one gender shall include all wherever the contract so requires or permits.

13. This Agreement together with Exhibit 'A' constitutes the entire agreement between the parties. Buyer agrees that no representations, oral or implied, have been made to Buyer to induce Buyer to enter into this Agreement other than those expressly herein set forth. No waiver of any provision herein contained shall at any time be valid unless reduced to writing and expressly made a modification hereto.

14. Nothing contained in this agreement shall relieved the Seller from its unconditional obligation to complete construction of the residential unit prior to the earliest of the closing date set forth in the Exhibit A or two (2) years from the execution hereof. Further, the parties agree that this agreement, together with Exhibit A shall be constructed in the manner necessary for the Seller's obligation to complete construction of the residential unit pursuant to the Statuatory Improved Lot Exemption, 15 U.S.C. 1702(a)(2).

15. If the Buyer requests any change orders after the contract date that are approved and agreed to by the Seller, then each change order shall be subject to a minimum $250.00 change order fee. Change orders include, but are not limited to, moving up the closing date, and adding or modifying an enhancement package.

16. In the event the Buyer made the initial deposit with a credit card, then upon receipt of cleared funds for the additional deposit, the intial Two Thousand Five Hundred and 00/100 Dollar ($2,500.00) credit card deposit shall be credited back to the Buyer's credit card.

17. In the event of litigation arriving hereunder, the losing party will pay the cost and expenses reasonably incurred by the prevailing party, including attorney's fees.

18. The failure of either party to insist on strict compliance by the other party's obligations hereunder shall not constitute a waiver of either party's right to require subsequent compliance with such obligations.

_____
Init 1

19. The Buyer agrees that, in the event Buyer defaults under any provisions of this Agreement, (Buyer understands time is of the essence); or otherwise terminates this agreement, then this Agreement shall be terminated and all monies paid hereunder and under any separate agreement shall be retained by the Seller as liquidated damages. The parties hereto acknowledge that it would be impossible to ascertain actual damages suffered by Seller and agree that such liquidated damages are a reasonable estimate of such damages. Thereafter all parties shall be relieved of any and all further liability under the terms of this Agreement.

20. However, since the Closing is within two (2) years of the execution of this Agreement, the following are intended to be in lieu of any other damages suffered by either party during the first 30 days after the original scheduled closing. Thereafter either party shall have the right to pursue any remedy which said party might have for breach of contract.

21. (i) In the event closing fails to take place on the designated closing date and such failure is caused by a default by Seller and closing is deferred by Seller, the Seller shall be responsible to Buyer for the following reasonable expenses to the extent they are actually incurred by Buyer as a result of such default:

1. Lodging expenses between original closing date and actual closing date;
2. The cost of the main meal of the day between the original closing date and the actual closing date;
3. Furniture storage.

(ii) In the event closing fails to take place on the designated closing date and such failure is not caused by a default by Seller, then Buyer may, upon Seller's approval, extend the closing date for a period of up to 15 days, in which event, Buyer shall pay to Seller, at closing, the following expenses incurred by Seller before closing:

Space

1. Water, sewer, electrical expenses, including air conditioning;
2. Lawn and landscape care expenses;
3. Interest on the remaining unpaid balance from the original closing date to the actual closing date at the prime interest rate charged by Citizen's First Bank, The Villages plus 1 1/2 % plus $250.00.

22. Buyer(s) hereby acknowledge(s) that he(they) has(have) read this Agreement and agree(s) to same, and that he(they) has(have) voluntarily purchased the above described home, optional equipment and accessories specified herein.

23. Prior to the issuance of a Certificate of Occupancy for the home to be constructed pursuant to this Agreement, the Seller(Builder) shall complete and certify an "Energy Performance Level (EPL) Display Card" indicating the energy performance level and efficiencies of components installed in the dwelling unit. This display card shall be delivered to the Buyer at or before closing, and it shall be deemed to be included as an addendum to this Sales Contract.

24. Attached as Exhibit "A" is a selection of items that Seller intends to install in the home prior to closing (the "Selections"). The Selections were made by Seller at the time of home order. Seller will not remove any Selections that have been installed prior to execution of this Agreement. Further, Seller will make all reasonable efforts to obtain and install the remaining Selections that have not yet been installed prior to execution of this Agreement, however if Seller is unable for any reason to timely secure remaining Selections at no additional cost than initially budgeted, Seller may substitute alternative selections that, in Seller's reasonable discretion, provide similar function.

25. a. The Buyer is being furnished with an express limited warranty, by Home Buyers Warranty (the "HBW Warranty"), in connection with the Buyer's purchase of the Home. The warranty being furnished is issued by a third party, Home Buyers Warranty. Your Warranty includes one (1) year workmanship and material, a two (2) year warranty on electrical, plumbing and mechanical systems and a ten (10) year limited structural warranty. All other express or implied warranties, including any oral or written statements or representations made by the Seller of the Home, or any other person, and any implied warranty of habitability, merchantability or fitness, are hereby disclaimed by the Seller and are hereby waived by the Buyer. In addition, the Buyer waives the right to seek damages or other legal or equitable remedies from the Seller, the Seller's subcontractors, agents, vendors, suppliers, design professionals and material men, under any other common law or statutory theory of liability, including but not limited to negligence and strict liability. The only remedy of the Buyer in the event of a defect in or to the Home or in or to the real property on which the Home is situated is the coverage provided under the HBW Warranty. This waiver shall not be applicable to any express written warranty issued by the manufacturer of any appliance or component which is sold with the Home.

To the extent any claim may be paid by Buyer's homeowners insurance, the right of subrogation is waived.

b. To the extent they are not covered by the HBW Warranty, it is hereby agreed that any and all claims, disputes and controversies by or between the Buyer and the Seller arising from or related to the Home identified herein, or to any defect in or to the Home or the Homesite on which the Home is situated, or the sale of the Homesite or Home by the Seller, including, without limitation, any claim of breach of contract, negligent or intentional misrepresentation or nondisclosure in the inducement, execution or performance of this agreement, and breach of any alleged duty of good faith and fair dealing, shall be submitted to binding arbitration by such arbitration service as the Seller shall, in its sole discretion, select, and pursuant to the rules of that arbitration service in effect at the time of the request for arbitration. The parties expressly agree that this arbitration provision involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 U.S.C. sec. 1, et seq.), now in effect and as it may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule; and to the extent that any state or local law, ordinance or judicial rule shall be inconsistent with any provisions of the rules of the arbitral association under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

Arbitrations of all disputes will be conducted by a single arbitrator or, at the option of either party, by a panel of three neutral arbitrators. The costs of a single-arbitrator arbitration will be borne equally by the parties. The party opting for a panel of three arbitrators will be responsible for the costs thereof in excess of those which would be incurred in a single-arbitrator arbitration. However, the fee for arbitrations will be borne by the losing party if the arbitrator's award is entirely in favor of one party.

--- Continued on next page ---

--- Continued from previous page ---

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof upon the application of either party. Further, this warranty addendum shall survive the closing of this transaction.

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

THE VILLAGES DEVELOPMENT COMPANY, LLC **BUYER(S)**

By: _____ _____

Seller 1 Date S1 Buyer 1 Date B1

[redacted]

State license numbers for:
Properties of The Villages, Inc.:CQ1002909
Broker of Record, Michael Berning: BK451975

SELLERS:
The Villages Development Company, LLC
BUYER(S):
[redacted]

Rock Paper Scissors S1M.3 2542 OSTROM TERRACE

HOME SELECTIONS	HOME SELECTIONS	INTERIOR
NEW & PREOWNED	OPEN FLOOR PLAN	INTERIOR
OPEN KITCHEN	OPEN KITCHEN	KITCHEN
SMART READY	SMART HOME READY	INTERIOR
CENTRIC	CENTRIC	INTERIOR
GARAGE	3 CAR GARAGE	GARAGE
FLOORING	NO CARPET IN HOME	INTERIOR
WT	WINDOW TREATMENTS	INTERIOR
BASE MODEL	ROCK PAPER SCISSORS BASE MODEL	EXTERIOR
DISCLAIMER	CONCRETE DISCOLORATION WILL POSSIBLY OCCUR.	EXTERIOR
EXT WALLS	FRAME EXTERIOR WALLS	EXTERIOR
INT WALLS	AT THE DISCRETION OF THE BUILDER INTERIOR WALL STRUCTURE MAY BE GALVANIZED STEEL AND/OR WOOD	INTERIOR
ELEV-STD	ROCK PAPER SCISSORS STANDARD ELEVATION, GABLE ROOF. (4) WRAPPED COLUMNS AT ENTRY.	EXTERIOR
STD KIT	STANDARD KITCHEN	KITCHEN
STD MBATH	STANDARD MASTER BATH	MASTER BATHROOM
CP-500X40	5'x4'CONCRETE PAD	EXTERIOR
ENCLOSURE	15'X12' SCREEN ENCLOSURE	EXTERIOR
COLUMN COLOR	LANAI COLUMN POST WRAP COLOR BRONZE EXTRUSION	LANAI
SCREEN LANAI	LANAI SPECIFICATION IS FOR APPROXIMATE EXTERIOR DIMENSION OF LANAI	LANAI
STRCH-REV	15'X12' RESIDENTIAL COVERED LANAI	LANAI
EXTRUSION COLOR	LANAI EXTRUSION COLOR BRONZE EXTRUSION	LANAI
15'X12'-A	15'X12' LANAI-ADD SCREEN WALL AND DOOR	LANAI
STANDARD ENTRY	STANDARD ENTRY	ENTRY
STRCH-REV	3-CAR GARAGE: STRETCH GARAGE 12'4" TO SIDE, AT 28' DEPTH WITH 2' SETBACK.	GARAGE
DW-308	30'8" WIDE DRIVEWAY	EXTERIOR
DRIVEWAY	DRIVEWAY SPECIFICATION IS FOR APPROXIMATE DRIVEWAY WIDTH DIMENSION	EXTERIOR
9X7-GD5S	9'x7' GALLERY COLLECTION SHORT PANEL GARAGE DOOR	GARAGE
16X7-GD5S	16'X7' GALLERY COLLECTION SHORT PANEL GARAGE DOOR	GARAGE
SB-3C-2	GARAGE SETBACK TYPE-D.2 PER 3RD CAR GARAGE	EXTERIOR
9X7-INSERT-PSS	PLAIN SHORT WINDOW INSERTS TO TOP SECTION OF 9X7 GARAGE DOOR	GARAGE

SELLERS:
The Villages Development Company, LLC
BUYER(S):
[redacted]

Rock Paper Scissors S1M.3 2542 OSTROM TERRACE

	(PER GD4S GALLERY AND BD4N BRIDGEPORT DOORS)	
16X7-INSERT-PSS	PLAIN SHORT WINDOW INSERTS TO TOP SECTION OF 16X7 GARAGE DOOR (PER GD4S/GD5S GALLERY AND BD4N BRIDGEPORT DOORS)	GARAGE
GDO RECEPT	GARAGE DOOR OPENER RECEPTACLE	GARAGE
EXTRA FRT LT-2	EXTRA STANDARD GARAGE FRONT WALL LIGHT AND OUTLET	GARAGE
GFI RECEPT	EXTRA GFI RECEPT IN GARAGE	GARAGE
20AMP RECEPT	20AMP GFI RECEPT TO GARAGE	GARAGE
EXTRA LED LIGHT	EXTRA STANDARD GARAGE LED WRAP LIGHT AND OUTLET (WIRED TO STANDARD SWITCH)	GARAGE
EXTRA GDO OUT.	EXTRA GARAGE DOOR OPENER RECEPT	GARAGE
MDTK	KEYLESS ENTRY CONTROL FOR GARAGE DOOR OPENER	GARAGE
LDCO-801	EXTRA GARAGE DOOR OPENER WITH (2) 3-BUTTON REMOTES AND WALL STATION	GARAGE
LDCO-801	GARAGE DOOR OPENER WITH 2 3-BUTTON REMOTES AND WALL STATION	GARAGE
22 X 54	ATTIC PREP WITH LIGHT, SWITCH AND LED BULB	GARAGE
GAS PREP	NATURAL GAS PREP FOR WATER HEATER, DRYER (22k btu) AND RANGE OR COOKTOP (54k btu (Gas Units Only)	GARAGE
PERFORMANCE-15	PERFORMANCE-15 A/C SYSTEM: HEAT PUMP FIXED SPEED AIR-HANDLER HIGH-EFFICIENCY AIR FILTER 10-YEAR PARTS WARRANTY 5-YEAR LABOR WARRANTY	INTERIOR
ECOBEE-3	PROGRAMABLE WIFI THERMIDISTAT 5-YEAR WARRANTY. (Use with standard system only)	INTERIOR
PENCIL CORNERS	PENCIL DRYWALL CORNERS: OUTSIDE CORNERS, WINDOWS AND POTSHELVES (if applicable). EXCEPT WET AREAS	INTERIOR
HOME & GARAGE	PAINTED KNOCK DOWN CEILING	INTERIOR
R-38	R-38 INSULATION: BATT AND BLOWN (WHERE APPLICABLE) TO LIVING AREA CEILING. THICKNESS INFORMATION TO BE POSTED IN HOME.	INTERIOR
R-11	R-11 BATT INSULATION TO	INTERIOR

SELLERS:
The Villages Development Company, LLC
BUYER(S):
[redacted]

Rock Paper Scissors S1M.3 2542 OSTROM TERRACE

	LIVING AREA EXTERIOR WALLS AND HOME/GARAGE WALL. THICKNESS INFORMATION TO BE POSTED IN HOME.	
R-SWITCHES	ROCKER SWITCHES	INTERIOR
STD D-C-R	DATA-CABLE-RECEPT: BED-2 (CAT6-DATA, RG-6 QUAD SHIELD-CABLE)	BEDROOM #2
STD D-C-R	DATA-CABLE-RECEPT: BED-3 (CAT6-DATA, RG-6 QUAD SHIELD-CABLE)	BEDROOM #3
STD D-C-R	DATA-CABLE-RECEPT: LANAI (CAT6-DATA, RG-6 QUAD SHIELD-CABLE)	LANAI
STD D-C-R	DATA-CABLE-RECEPT: LIVING ROOM (CAT6-DATA, RG-6 QUAD SHIELD-CABLE)	LIVING ROOM
STD D-C-R	DATA-CABLE-RECEPT: MASTER BED ROOM. (CAT6-DATA, RG-6 QUAD SHIELD CABLE)	MASTER BEDROOM
PANEL BOX	200 AMP PANEL BOX	GARAGE
678	WHITE EXHAUST FAN/LIGHT OVER TOILET	MASTER BATHROOM
678	WHITE EXHAUST FAN/LIGHT OVER TOILET	GUEST BATH
BK-110NBWH	BK-110NBWH DOORBELL-WITH BUTTON	ENTRY
FB900	FAN MOUNTING BOX FOR CATHEDRAL CEILINGS - SELECT WIRING SEPARATELY	LIVING ROOM
FOWRS	FAN OUTLET WITH ROCKER SWITCH	LIVING ROOM
FOWRS	FAN OUTLET WITH ROCKER SWITCH	MASTER BEDROOM
FOWRS	FAN OUTLET WITH ROCKER SWITCH	BEDROOM #2
FOWRS	FAN OUTLET WITH ROCKER SWITCH	BEDROOM #3
FOWRS	FAN OUTLET WITH ROCKER SWITCH	LANAI
K300117	CANFIELD 52"-5 BLADE, REVERSIBLE, 3 SPEED 300117WH WHITE FAN WITH WHITE BLADES	BEDROOM #2
K300117	CANFIELD 52"-5 BLADE, REVERSIBLE, 3 SPEED 300117WH WHITE FAN WITH WHITE BLADES	BEDROOM #3
K300117	CANFIELD 52"-5 BLADE, REVERSIBLE, 3 SPEED 300117WH WHITE FAN WITH WHITE BLADES	LIVING ROOM
K300117	CANFIELD 52"-5 BLADE, REVERSIBLE, 3 SPEED 300117WH WHITE FAN WITH WHITE BLADES	MASTER BEDROOM
P2502-30	AIRPRO 52"PATIO FAN -5 BLADE, REVERSIBLE, 3 SPEED (WHITE) -30 WHITE W/ WHITE BLADES	LANAI
K360000	12" DOWNROD (for 9'-4", 10',	LIVING ROOM

SELLERS:
The Villages Development Company, LLC
BUYER(S):
[redacted]

Rock Paper Scissors S1M.3 2542 OSTROM TERRACE

	10'-4" and 10'-6" ceiling heights) WHITE	
ABS LV BOX	49605-42G/49605-42B/49605-42T 42" LOW VOLTAGE ENCLOSURE. PANEL, DOOR AND TRIM RING. INSTALL TOP OF BOX TO MATCH ELECTRICAL BOX.	GARAGE
WIFI WIRE PREP	CAT6e CABLE ABOVE KITCHEN CABINETS	KITCHEN
RHB	RELOCATE HOSE BIBB	EXTERIOR
STD. HOSE BIBBS	(2) HOSE BIBBS (std.)	EXTERIOR
RTG-70XLN-1	TANKLESS GAS WATER HEATER WITH VALVE KIT (Gas Units Only) 160K btu	GARAGE
SHELVING	VENTILATED CLOSET SHELVING	INTERIOR
DOOR SILL-FRAME	4-EVERSILL AND 4-EVERFRAME TO ALL EXTERIOR DOORS	EXTERIOR
FC6580	3068 - PEMBRIDGE GLASS - 3/4 LITE BLACK NICKEL CAMING	ENTRY
FC6580SL	1068 - PEMBRIDGE GLASS - 3/4 LITE BLACK NICKEL CAMING	ENTRY
FC6580SL	1068 - PEMBRIDGE GLASS - 3/4 LITE BLACK NICKEL CAMING	ENTRY
FC18-GBGF	3068 FC18-GBGF 15-LITE DOOR WITH INTERNAL GRIDS	LANAI
HERITAGE	LOGAN TWO PANEL,RECESSED,SOLID CORE DOOR	GARAGE
HERITAGE	LOGAN TWO PANEL HOLLOW CORE INTERIOR DOORS,RECESSED	INTERIOR
TUSTIN-SMT-1	TUSTIN LEVER STYLE HANDSETS THROUGHOUT HOME (LEVER STYLE KEYLOCKS)(Group #1 colors) VENETIAN BRONZE	INTERIOR
93340/93350-RND	ROUND POCKET DOOR LOCKS WHERE APPLICABLE 11P - VENETIAN BRONZE	INTERIOR
US10B	ANTIQUE BRONZE OILED HINGES (HAGER)	INTERIOR
660-SMT	660-SMT DEADBOLT VENETIAN BRONZE	ENTRY
660-SMT	660-SMT DEADBOLT VENETIAN BRONZE	LANAI
VINYL TRIM	5" VINYL TRIM-GARAGE DOOR (OVATION SIDING) WHITE	EXTERIOR
VINYL CORNERS	1 PC. - 4" VINYL OUTSIDE CORNERS TO ALL OUTSIDE	EXTERIOR

SELLERS:
The Villages Development Company, LLC
BUYER(S):
[redacted]

Rock Paper Scissors S1M.3 2542 OSTROM TERRACE

	CORNERS OF HOME, COLOR: WHITE	
VINYL TRIM	3.5" WIDE VINYL TRIM TO ALL WINDOWS AND SLIDING GLASS DOORS (OVATION SIDING ONLY) WHITE	EXTERIOR
OVATION-OV45	DUTCH LAPSIDING - OVATION, WOOD GRAIN SCOTTISH THISTLE	EXTERIOR
ENTRY POST	CD.2, 8"x8" SQUARE COMPOSITE WRAPPED COLUMN WRAP - COLOR WHITE TO FRONT POST	EXTERIOR
ENTRY POST	CD.2, 8"x8" SQUARE COMPOSITE WRAPPED COLUMN WRAP - COLOR WHITE TO FRONT POST	EXTERIOR
ENTRY POST	CD.2, 8"x8" SQUARE COMPOSITE WRAPPED COLUMN WRAP - COLOR WHITE TO FRONT POST	EXTERIOR
ENTRY POST	CD.2, 8"x8" SQUARE COMPOSITE WRAPPED COLUMN WRAP - COLOR WHITE TO FRONT POST	EXTERIOR
VINLV15XX	STD OPEN LOUVERED SHUTTER, 15" WIDE	DINING ROOM
VINLV15XX	STD OPEN LOUVERED SHUTTER, 15" WIDE	LIVING ROOM
SHUTTER COLOR	SHUTTER COLOR: DARK SPRUCE	EXTERIOR
STD-ELEV	CD70P PERFECTION SHINGLE DOUBLE 7" ACCENT SIDING TO FRONT GABLES OR BOSTON HIPS WITH LIN5 - 5" VINYL TRIM QUIET WILLOW	EXTERIOR
DOOR COLOR	EXTERIOR DOORS - PAINT COLOR CHOICE V3300 - SATIN WHITE	LANAI
DOOR COLOR	EXTERIOR DOORS - PAINT COLOR CHOICE V3290 - SPANISH MOSS	ENTRY
STD COLOR	GARAGE DOOR STANDARD COLOR WHITE	GARAGE
STD COLOR	THIRD CAR GARAGE DOOR STANDARD COLOR	GARAGE
ENTRY ONLY	GUTTER & DOWNSPOUT TO ENTRY "ONLY" WHITE	ENTRY
LANDMARK	LANDMARK DESIGNER SHINGLES, PALISADE UNDERLAYMENT GEORGETOWN GRAY	EXTERIOR
SOFFIT	SOFFIT-4" FASCIA-DRIP EDGE WHITE	EXTERIOR
SOFFIT	VINYL SOFFIT CEILING IN ENTRY	EXTERIOR

SELLERS:
The Villages Development Company, LLC
BUYER(S):
[redacted]

Rock Paper Scissors S1M.3 2542 OSTROM TERRACE

	AND LANAI	
WINDOWS-VF	SERIES 5400 SH WINDOWS, SERIES 5400 PW WINDOWS, 2 OVER 2 GRIDS, VINYL WHITE OUTSIDE FRAME, WHITE INSIDE FRAME, CLEAR, ENERGY SHIELD MAX, IG	INTERIOR
-	OBSCURED GLASS TO ALL BATHROOM WINDOWS.	INTERIOR
STANDARD	STANDARD LANDSCAPE PACKAGE	EXTERIOR
X2 - RAIN CLIK	X2 WIFI CAPABLE CONTROLLER, RAIN-CLIK SENSOR IRRIGATION SYSTEM	GARAGE
SOD	ST. AUGUSTINE SOD	EXTERIOR
TERMITE BAIT	TERMITE BAIT SYSTEM	EXTERIOR
HOMESITE TYPE	INTERIOR HOMESITE	EXTERIOR
JAMESTOWN II	JAMESTOWN II FULL OVERLAY SLAB DRAWER FRONT NICKEL	KITCHEN
JAMESTOWN II	JAMESTOWN II FULL OVERLAY SLAB DRAWER FRONT NICKEL	MASTER BATHROOM
JAMESTOWN II	JAMESTOWN II FULL OVERLAY SLAB DRAWER FRONT NICKEL	GUEST BATH
-	CABINET HARDWARE INSTALLATION NOTE: VERTICALLY ON DOORS, HORIZONTALLY ON DRAWERS	INTERIOR
GROUP 6.0	CABINET DOOR HARDWARE (6.0) ALLISON 36899-FB FLAT BLACK PULL	INTERIOR
GROUP 6.0	CABINET DRAWER HARDWARE (6.0) ALLISON 36899-FB FLAT BLACK PULL	INTERIOR
CAB REVISION	39"X72" REFRIGERATOR OPENING	KITCHEN
PGB935Y	FREESTANDING GAS RANGE, STAINLESS STEEL PFS - STAINLESS STEEL	KITCHEN
VBP05IP84-2	ACCOR VBP05IP84-2 ICEMAKER BOX WITH HOSE. REFRIGERATOR SELECTED	KITCHEN
PFE28KY	27.7 CF FRENCH DOOR REFRIGERATOR, FINGERPRINT RESISTANT STAINLESS STEEL -NFS FINGERPRINT RESISTANT STAINLESS STEEL	KITCHEN
PDT715SY	DISHWASHER, STAINLESS STEEL NFS - FINGERPRINT RESISTANT STAINLESS STEEL	KITCHEN
PVM9005S	MICROWAVE-RANGE HOOD STAINLESS STEEL JSS - STAINLESS STEEL	KITCHEN
ESSA-RB	9113-RB-DST VENETIAN BRONZE,	KITCHEN

SELLERS:
The Villages Development Company, LLC
BUYER(S):
[redacted]

	1-HANDLE, FAUCET WITH PULL-DOWN SPRAY	
K8437-1	KENNON SINGLE BOWL, NEOROC SINK CM2 - MATTE BROWN	KITCHEN
RUBBED BRZ	4T-209K-34 RUBBED BRONZE DISPOSAL FLANGE AND STOPPER (SINGLE BOWL SINK)	KITCHEN
STS-SO	DISPOSAL SINK TOP SWITCH (Group #2 color) STS-SO-ORB-OIL RUBBED BRONZE(MOUNT ON DROPIN SINK)	KITCHEN
BADGER 5	1/2 HP GARBAGE DISPOSAL SINGLE	KITCHEN
LVT INSTALL	COMPOSITE FLOORING INSTALLATION INSTRUCTIONS INSTALL COMPOSITE FLOOR LENGTHWISE FRONT TO BACK	INTERIOR
LVT ADHESIVE	MOHAWK V-ONE LVT ADHESIVE	INTERIOR
MAVP	ARRINGTON FLOORING THROUGHOUT HOME (INCLUDES SHOE MOLDING PAINTED TRIM COLOR) AU892 - SILVER STRAND	INTERIOR
LF-FX	FORMICA 180-FX 9303-RD AZUL ARAN	KITCHEN
LF-FX	FORMICA 180-FX 9303-RD AZUL ARAN	MASTER BATHROOM
LF-FX	FORMICA 180-FX 9303-RD AZUL ARAN	GUEST BATH
SEAMS	LAMINATE COUNTERTOP MAY HAVE VISIBLE SEAMS. SEAM LOCATION AND GRAIN DIRECTION WILL VARY.	INTERIOR
CORNERS	COUNTERTOP CORNER(S) WILL BE CLIPPED IF A TALL CABINET DOOR SWINGS TOWARDS THE COUNTERTOP.	INTERIOR
CAULK COLOR	COUNTERTOP CAULKING COLOR (NAME ROOM) CLEAR	INTERIOR
KITCHEN	BEVEL SE COUNTERTOP EDGEBAND SURFACE A&B TO MATCH COUNTER-TOP COLOR	KITCHEN
MASTER BATH	BEVEL SE COUNTERTOP EDGEBAND SURFACE A&B TO MATCH COUNTER-TOP COLOR	MASTER BATHROOM
GUEST BATH	BEVEL SE COUNTERTOP EDGEBAND SURFACE A&B TO MATCH COUNTER-TOP COLOR	GUEST BATH
#366 BASE	3-1/4" PAINT GRADE BASE MOLDING COLONIAL STYLE	INTERIOR
#366 DOOR CASE	2-1/4" PAINT GRADE DOOR CASING	INTERIOR

SELLERS:
The Villages Development Company, LLC
BUYER(S):
[redacted]

Rock Paper Scissors S1M.3 2542 OSTROM TERRACE

	COLONIAL STYLE	
PAINT	INTERIOR AND GARAGE PAINT. WALLS: BROWNWOOD BISQUE CEILINGS: VILLAGE WHITE TRIM & DOORS: VILLAGE WHITE	INTERIOR
PLATE COLOR	SWITCHES,RECEPTS,DATA-CABLE-RECEPTS - THERMOPLASTIC WHITE	INTERIOR
PLATE COLOR	DECOR COLOR SWITCHES & RECEPTS TO KITCHEN ISLAND OR SIDE OF PENINSULA CABINET WHITE	KITCHEN
WINDOW SILL-BE	SOLID SURFACE WINDOW SILLS-1/2" - BULLNOSE EDGE SP016 PURE WHITE	INTERIOR
K2196-8-0	PENNINGTON K2196-8-0 WHITE CHINA LAV, 8" CENTERS	MASTER BATHROOM
K2196-8-0	PENNINGTON K2196-8-0 WHITE CHINA LAV, 8" CENTERS	MASTER BATHROOM
KAYRA-SS	3533LF-SSMPU BRILLANCE STAINLESS, 2-HANDLE WIDE SPREAD LAVATORY FAUCET	MASTER BATHROOM
KAYRA-SS	3533LF-SSMPU BRILLANCE STAINLESS, 2-HANDLE WIDE SPREAD LAVATORY FAUCET	MASTER BATHROOM
KAYRA-SS	T17233-SS BRILLIANCE STAINLESS, 1-HANDLE SHOWER FAUCET	MASTER BATHROOM
K3999/K4636-RL	HIGHLINE WHITE ELONGATED COMFORT HEIGHT TOILET WITH CACHET QUIET CLOSE ELONGATED SEAT	MASTER BATHROOM
K9379	TRIP LEVER FOR HIGHLINE TOILETS (COLORS-BN,2BZ,AF,BV) BRUSHED NICKEL	MASTER BATHROOM
72530100	VIKRELL - TRAVERSE - 60" MOLDED SHOWER UNIT WHITE	MASTER BATHROOM
SHOWER DRAIN-BN	BN-BRUSHED-NICKEL ROUND SHOWER DRAIN	MASTER BATHROOM
173-H-WH	WHITE SHOWER ROD	MASTER BATHROOM
MIRROR INSTALL	FRAMED MIRROR INSTALLATION INSTRUCTIONS +-45" TO BOTTOM OF FRAME	MASTER BATHROOM
FM2430CC2	24"WIDE X 30"HIGH - 2" FRAMED MIRROR	MASTER BATHROOM
FM2430CC2	24"WIDE X 30"HIGH - 2" FRAMED MIRROR	MASTER BATHROOM
MIRROR COLOR	FRAMED MIRROR COLOR SN - SATIN NICKEL	INTERIOR
1459BP2	BEVELED MIRROR DOOR MEDICINE	MASTER BATHROOM

SELLERS:
The Villages Development Company, LLC
BUYER(S):
[redacted]

Rock Paper Scissors S1M.3 2542 OSTROM TERRACE

	CABINET	
73350-SS	KAYRA STAINLESS TISSUE HOLDER	MASTER BATHROOM
73324-SS	KAYRA STAINLESS 24 TOWEL BAR	MASTER BATHROOM
K2196-8-0	PENNINGTON K2196-8-0 WHITE CHINA LAV, 8" CENTERS	GUEST BATH
KAYRA-SS	3533LF-SSMPU BRILLANCE STAINLESS, 2-HANDLE WIDE SPREAD LAVATORY FAUCET	GUEST BATH
KAYRA-SS	T17433-SS BRILLIANCE STAINLESS,1-HANDLE TUB/SHOWER FAUCET WITH AB&A 935-2H-SN SATIN NICKEL PUSH AND LIFT DRAIN	GUEST BATH
K3999/K4636-RL	HIGHLINE WHITE ELONGATED COMFORT HEIGHT TOILET WITH CACHET QUIET CLOSE ELONGATED SEAT	GUEST BATH
K9379	TRIP LEVER FOR HIGHLINE TOILETS (COLORS-BN,2BZ,AF,BV) BRUSHED NICKEL	GUEST BATH
715701	VIKRELL - TRAVERSE MOLDED TUB/ SHOWER UNIT (71570110 Left Drain) (71570120 Right Drain) WHITE	GUEST BATH
173-H-WH	WHITE SHOWER ROD	GUEST BATH
MIRROR INSTALL	FRAMED MIRROR INSTALLATION INSTRUCTIONS +-45" TO BOTTOM OF FRAME	GUEST BATH
FM3030CC2	30"WIDE X 30"HIGH - 2" FRAMED MIRROR	GUEST BATH
73350-SS	KAYRA STAINLESS TISSUE HOLDER	GUEST BATH
73324-SS	KAYRA STAINLESS 24 TOWEL BAR	GUEST BATH
K59105	NOWARD, 1-LIGHT (K59105-OZ), OLDE BRONZE -OZ OLDE BRONZE	GARAGE
K59105	NOWARD, 1-LIGHT (K59105-OZ), OLDE BRONZE -OZ OLDE BRONZE	GARAGE
K59105	NOWARD, 1-LIGHT (K59105-OZ), OLDE BRONZE -OZ OLDE BRONZE	GARAGE
STEP BAFFLE	(2)6125WB/E7ICAT WHITE RECESSED STEP BAFFLE LIGHTS TO LANAI	LANAI
STEP BAFFLE	(3)6125WB/E7ICAT WHITE RECESSED STEP BAFFLE	ENTRY

SELLERS:
The Villages Development Company, LLC
BUYER(S):
[redacted]

Rock Paper Scissors S1M.3 2542 OSTROM TERRACE

	LIGHTS	
K52443	ERMA 5-LIGHT SATIN ETCHED GLASS (K52443) -OZ OLDE BRONZE	DINING ROOM
SPRL052424L40MV	2' - LED WRAP (SPRING)	LAUNDRY ROOM
SPRL052424L40MV	2' - LED WRAP (SPRING)	M.BEDROOM CLOSET 1
SPRL052424L40MV	2' - LED WRAP (SPRING)	M.BEDROOM CLOSET 1
STEP BAFFLE	(5)6125WB/E7ICAT WHITE RECESSED STEP BAFFLE LIGHTS	KITCHEN
STEP BAFFLE	(3)6125WB/E7ICAT WHITE RECESSED STEP BAFFLE LIGHTS	KITCHEN
STEP BAFFLE	(1)6125WB/E7ICAT WHITE RECESSED STEP BAFFLE LIGHT TO GUEST HALL	GUEST HALL
STEP BAFFLE	(2)6125WB/E7ICAT WHITE RECESSED STEP BAFFLE LIGHTS TO LAUNDRY HALL	LAUNDRY HALL
SPRL054836L40MV	4' - LED WRAP (SPRING)	GARAGE
SPRL054836L40MV	4' - LED WRAP (SPRING)	GARAGE
-	MOUNT BATH LIGHTS DOWNWARD	INTERIOR
K55126-OZ	ERMA, 3-LIGHT, OLDE BRONZE (K55126-OZ)	MASTER BATHROOM
K55126-OZ	ERMA, 3-LIGHT, OLDE BRONZE (K55126-OZ)	MASTER BATHROOM
K55126-OZ	ERMA, 3-LIGHT, OLDE BRONZE (K55126-OZ)	GUEST BATH
RECESSED LIGHTS	RECESSED LIGHT LOCATIONS MAY VARY DUE TO TRUSS LOCATIONS	INTERIOR
S9621-LED-BR30	SATCO S9621-LED-BR30-30K BULBS TO ALL RECESSED LIGHTS	INTERIOR
S39836/S21367	SATCO S39836-LED-9.8W FROSTED 30K BULBS TO ALL APPLICABLE LIGHTS. SATCO S21367-LED-4W 30K CANDELABRA BULBS TO ALL APPLICABLE LIGHTS.	INTERIOR
25 (CL)	2" FAUX BLIND - 25 WINDOW	LIVING ROOM
25 (CL)	2" FAUX BLIND - 25 WINDOW	LIVING ROOM
25 (CL)	2" FAUX BLIND - 25 WINDOW	BEDROOM #2
25 (CL)	2" FAUX BLIND - 25 WINDOW	BEDROOM #3
25 (CL)	2" FAUX BLIND - 25 WINDOW	DINING ROOM
25 (CL)	2" FAUX BLIND - 25 WINDOW	DINING ROOM
25 (CL)	2" FAUX BLIND - 25 WINDOW	LIVING ROOM
25 (CL)	2" FAUX BLIND - 25 WINDOW	MASTER BEDROOM
25 (CL)	2" FAUX BLIND - 25 WINDOW	MASTER BEDROOM
-	ROCK PAPER SCISSORS BLINDS	INTERIOR
BLINDS	BLIND COLOR FAUX #500 SNOW WHITE	INTERIOR

Exhibit B

FORM OF DEED TO CDD

Inst. Number: 202360002617 Book: 4406 Page: 352 Page 1 of 3 Date: 1/20/2023 Time: 11:46 AM
Gloria Hayward Clerk of Courts, Sumter County, Florida

Copy 3.00
Rec. 27.00
Doc. 0.70
30.70

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360002617 Date: 01/20/2023 Time: 11:46AM
Page 1 of 3 B: 4406 P: 352 By: BO
Doc Stamp-Deed: 0.70

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 18th day of January, 2023, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163, and **BUFFALO HIDE AND CATTLE COMPANY, LLC**, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 (jointly and severally, "Grantor"), to **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways, except Central Parkway and Marsh Bend Trail, and Tracts A, B, C, D, E, F, G, H, I, M, N, O, P, Q, and R of **Middleton Unit No. 1**, per the Plat recorded in Plat Book 20, Pages 28, 28A through 28N, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plats referenced above (the "Plats"), and **subject to** all restrictions imposed against such lands on the Plats.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

[Signatures on following pages]

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360002617 Date: 01/20/2023 Time: 11:46AM
Page 2 of 3 B: 4406 P: 353 By: BO
Doc Stamp-Deed: 0.70

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Julie Royals
Print Name: Julie Royals

Zoey Devine
Print Name: Zoey Devine

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Robert L. Chandler IV, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 18th day of January, 2023, by Robert L. Chandler IV, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

Zoey Devine
Notary Public – State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____

NOTARY PUBLIC STATE OF FLORIDA

ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Bonded Thru Budget Notary Services

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360002617 Date: 01/20/2023 Time: 11:46AM
Page 3 of 3 B: 4406 P: 354 By: BO
Doc Stamp-Deed: 0.70

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

BUFFALO HIDE AND CATTLE COMPANY, LLC, a Florida limited liability company

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 18th day of January, 2023, by Martin L. Dzuro, as Manager of, and on behalf of Buffalo Hide and Cattle Company, LLC, a Florida limited liability company, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____

ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Bonded Thru Budget Notary Services

Inst. Number: 202360007605 Book: 4424 Page: 65 Page 1 of 2 Date: 2/24/2023 Time: 9:24 AM
Gloria Hayward Clerk of Courts, Sumter County, Florida

Copy 2.00
Rec. 18.50
Doc. 0.70
21.20

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360007605 Date: 02/24/2023 Time: 9:24AM
Page 1 of 2 B: 4424 P: 65 By: BO
Doc Stamp-Deed: 0.70

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 23rd day of February, 2023, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways and Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and Q of **Middleton Unit No. 2**, per the Plat recorded in Plat Book 20, Pages 29, 29A through 29N, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plat referenced above (the "Plat"), and **subject to** all restrictions imposed against such lands on the Plat.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

[Signatures on following pages]

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360007605 Date: 02/24/2023 Time: 9:24AM
Page 2 of 2 B: 4424 P: 66 By: BO
Doc Stamp-Deed: 0.70

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 22nd day of February, 2023, by Martin L. Dzuro, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____

ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Bonded Thru Budget Notary Services

Inst. Number: 202460004717 Book: 4595 Page: 480 Page 1 of 2 Date: 2/7/2024 Time: 1:13 PM
Gloria Hayward Clerk of Courts, Sumter County, Florida Doc Deed: 0.70

Rec. 18.50
Doc. 0.70
Copy 2.00
21.20

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460004717 Date: 02/07/2024 Time: 1:13PM
Page 1 of 2 B: 4595 P: 480 By: BO
Doc Stamp-Deed: 0.70

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 1st day of February, 2024, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways located within **Middleton Unit No. 3B**, per the Plat recorded in Plat Book 21, Pages 11 and 11A, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plat referenced above (the "Plat"), and **subject to** all restrictions imposed against such lands on the Plat.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

[Signatures on following page]

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460004717 Date: 02/07/2024 Time: 1:13PM
Page 2 of 2 B: 4595 P: 481 By: BO
Doc Stamp-Deed: 0.70

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Julie Royals
Print Name: Julie Royals

Address: 3619 Kiessel Road
The Village, Florida 32163

Zoey Devine
Print Name: Zoey Devine

Address: 3619 Kiessel Road
The Villages, Florida 32163

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Robert L. Chandler IV, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 1st day of February, 2024, by Robert L. Chandler IV, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

Zoey Devine
Notary Public – State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____

NOTARY PUBLIC STATE OF FLORIDA

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

18.50
.70 doc
2.00 copy
21.20

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360048002 Date: 12/28/2023 Time: 9:09AM
Page 1 of 2 B: 4577 P: 623 By: ML
Doc Stamp-Deed: 0.70

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 13th day of December, 2023, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, whose post office address is 3619 Kiessel Road, The Villages, Florida 32163 ("Grantor"), to **MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose post office address is 984 Old Mill Run, The Villages, Florida 32162 ("Grantee"):

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Sumter, State of Florida, to-wit:

All roadways and Tracts A, B, E, F, G, H, I, J, K, L, M, and N of **Middleton Unit No. 3**, per the Plat recorded in Plat Book 21, Pages 6, 6A through 6O, inclusive, Public Records of Sumter County, Florida.

All roadways and Tracts A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, and S of **Middleton Unit No. 4**, per the Plat recorded in Plat Book 21, Pages 7, 7A through 7I, inclusive, Public Records of Sumter County, Florida.

Reserving therefrom unto Grantor and its assigns, and each of their successors, tenants and invitees, all easements, rights, and other privileges reserved by Grantor on the Plats referenced above (the "Plats"), and **subject to** all restrictions imposed against such lands on the Plats.

This Quitclaim Deed is given for the purpose of conforming the real property records of Sumter County to the Plat Book records.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee forever.

[Signatures on following page]

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360048002 Date: 12/28/2023 Time: 9:09AM
Page 2 of 2 B: 4577 P: 624 By: ML
Doc Stamp-Deed: 0.70

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 13th day of December, 2023, by Martin L. Dzuro, as Manager of, and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine
My Commission Expires: _____
My Commission Number: _____

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

Exhibit C

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

COMPLETE:

Lake Harlow Park Narrative:

City of Wildwood Site Plan Approval Date: 3/21/22

SWFWMD Approval Date: 4/29/22

Start Date: 6/16/22

Substantial Completion Date: 5/3/23

Contained within 6.51 acres lies Lake Harlow Park which includes a postal building, bathroom building, pool, and recreation. The Postal Building (occupancy of 2) is an 1102sf stucco on wood frame structure with asphalt shingle roof on concrete foundation. Utilities for the postal building include water and power. The bathroom building (Occupancy of 3) is a 332sf enclosed concrete block structure with shingle roof and attached 592sf pool equipment courtyard. Utilities for the bathroom building include water, sewer, and power. The 9769sf concrete pool (65,000 gallons, bathing load of 50) and brick paved deck area features two (2) covered pavilions (steel column/beam & wood truss structure with CPVC trim, vinyl soffit & asphalt shingle roof) with trellis feature, and estate perimeter fencing with access control. Within the park are two (2) 800sf picnic Pavilions (steel column/beam & wood truss structure with CPVC trim, vinyl soffit & asphalt shingle roof), two (2) sets of cornhole, five
(5) pieces of playground equipment, a 1750sf shade canopy structure for playground equipment, 8108sf of concrete sidewalks, 24422sf of pedestrian asphalt pathways and 22845sf of asphalt paving which includes a basketball court, tennis court, pickleball court and 56 parking spaces. Lake Harlow Park provides four (4) handicap parking spaces within the 56 space lot. Three (3) handicap spaces are required.

Lake Harlow Canine Park Narrative:

City of Wildwood Site Plan Approval Date: 2/18/22

SWFWMD Approval Date: 4/29/22

Start Date: 8/13/22

Substantial Completion Date: 5/10/23

Contained within 2.28 acres lies Lake Harlow Canine Park which includes a 924sf pavilion (steel column/beam & wood truss structure with CPVC trim, vinyl soffit & asphalt shingle roof) split in the center for small/large canine separation, drinking foundation and pet station, 3335sf of concrete sidewalks, and 11,219sf of asphalt paving with 24 parking spaces. Utilities for the canine park include water for the drinking fountain. Lake Harlow Canine Park provides two (2) handicap parking spaces within the 24 space lot. One (1) handicap space is required.

Dry Creek Park Narrative:

City of Wildwood Site Plan Approval Date: 6/28/22

SWFWMD Approval Date: 9/14/22

Start Date: 8/11/22

Substantial Completion Date: 8/27/23

Contained within 11.93 acres lies Dry Creek Park which includes a postal building, bathroom building, pool, and recreation. The Postal Building (occupancy of 2) is an 1058sf stucco on wood frame structure with asphalt shingle roof on concrete foundation. Utilities for the postal building include water and power. The bathroom building (Occupancy of 3) is a 334sf enclosed concrete block structure with shingle roof and attached 590sf pool equipment courtyard. Utilities for the bathroom building include water, sewer, and power. The 9769sf concrete pool (65,000 gallons, bathing load of 50) and brick paved deck area features two (2) covered pavilions (steel column/beam & wood truss structure with CPVC trim, vinyl soffit & asphalt shingle roof) with trellis feature, and estate perimeter fencing with access control. Within the park is an 800sf picnic Pavilion (steel column/beam & wood truss structure with CPVC trim, vinyl soffit & asphalt shingle roof), two (2) sets of cornhole, seven (7) pieces of playground equipment with shade canopy, a fenced dog walk area with one (1) 800sf pavilion (steel column/beam & wood truss structure with CPVC trim, vinyl soffit & asphalt shingle roof), 5834sf of concrete sidewalks, 37743sf of pedestrian asphalt pathways, and 27291sf of asphalt paving which includes a basketball court, pickleball courts, and 64 parking spaces. Dry Creek Park provides six (6) handicap parking spaces within the 64 space lot. Three (3) handicap spaces are required.

UNDER CONSTRUCTION NEARING COMPLETION:

Thurston Park Narrative:

City of Wildwood Site Plan Approval Date: 6/1/23

SWFWMD Approval Date: 12/19/22

Start Date: 11/12/23

Substantial Completion Date: 7/12/24

Contained within 4.71 acres lies Thurston Park which includes a postal building, bathroom building, pool, and recreation. The Postal Building (occupancy of 2) is an 1550sf stucco on wood frame structure with asphalt shingle roof on concrete foundation. Utilities for the postal building include water and power. The bathroom/pool equipment building (Occupancy of 3) is a 1685sf enclosed concrete block structure with shingle roof and concrete foundation. Utilities for the bathroom building include water, sewer, and power. The 15625sf concrete pool (bathing load of 50) and brick paved deck area features one (1) covered pavilion (steel column/beam & wood truss structure with CPVC trim, vinyl soffit & asphalt shingle roof) with trellis feature, and estate perimeter fencing with access control. Within the park are two (2) 800sf park picnic Pavilions (steel column/beam & wood truss structure with CPVC trim, vinyl soffit & asphalt shingle roof), two (2) sets of cornhole,

playground equipment with shade canopy, 9875sf of concrete sidewalks and 42579sf of asphalt paving which includes a basketball court, pickleball courts, and 45 parking spaces. Thurston Park provides four (4) handicap parking spaces within the 45 space lot. Two (2) handicap spaces are required.

CONSTRUCTION NOT STARTED:

Kewadin Park Narrative:

City of Wildwood Site Plan Approval Date: 4/19/23

SWFWMD Approval Date: 8/24/23

Start Date: 7/3/24

Substantial Completion Date: 7/29/25

Contained within 3.89 acres lies Kewadin Park which includes a postal building, bathroom building, pool, and recreation. The Postal Building (occupancy of 2) is an 1440sf stucco on wood frame structure with asphalt shingle roof on concrete foundation. Utilities for the postal building include water and power. The bathroom/pool equipment building (Occupancy of 3) is a 1125sf enclosed concrete block structure with shingle roof and concrete foundation. Utilities for the bathroom building include water, sewer, and power. The 9769sf concrete pool (bathing load of 50) and brick paved deck area features two (2) covered pavilions (steel column/beam & wood truss structure with CPVC trim, vinyl soffit & asphalt shingle roof) with trellis feature, and estate perimeter fencing with
access control. Within the park is one (1) 800sf picnic pavilion, two (2) sets of cornhole, playground equipment, playground shade canopy structure, 6399sf of sidewalks, 3270sf of multi-pathways and 16204sf of asphalt paving which includes a basketball court, pickleball courts, and 37 parking spaces. Kewadin Park provides four (4) handicap parking spaces within the 37 space lot. Two (2) handicap spaces are required.

Overall Amenity Statements

22.7 (a) Describe the location of the property

The anticipated start and substantial construction completion dates for each recreational amenity is stated in the narrative above.

The recreational amenities (walkways, pathways, ponds and parks) are and will be for the exclusive use of owners and residents in the community. These amenities are and will be owned and maintained by a Community Development District (CDD), which is a special purpose governmental entity formed pursuant to Florida law to serve the long-term needs of a community. There is no

homeowner's association. The CDD performs the typical functions of a homeowner's association. The roads in the community will ultimately be public. They will be maintained by the CDD for a period of two (2) years from completion; thereafter, the City of Wildwood will accept them for ownership and maintenance. Any sidewalks and/or curbing within the right of way will be public.

The property, land and the recreational amenities will comply with all zoning and applicable building codes.

Handicapped Access: The site related portions of the recreational amenity areas are designed within the requirements of all applicable federal, state, and local code related to ADA.

22.7 (b) Site. Discuss

Municipal agency permits were approved. Approved plans and permits are attached.

22.7 (c)Sub-soil conditions

There is minimal to no danger for mudslides and erosion within the Middleton Development.

There are no known expansive soils, hazardous materials and/or environmental restrictions on this property. There are several isolated wetlands that have been preserved on the project site. No further monitoring/remediation/inspections will be required on the site(s).

The site contractors perform the necessary earthwork to provide load-bearing capacity and porosity sufficient to support buildings. Pad certifications for each building are provided upon completion of the building pad earthwork.

There are no known moisture or seepage concerns on the project site(s)

All buildings are constructed above the anticipated floodplains for each building site. There is little danger from flooding as well as little danger for mudslides or erosion.

Portions of the Middleton Development are located within existing FEMA 100-year floodplains. Upon completion of construction Letters of Map Amendments will be prepared for and approved by FEMA to revise the existing floodplain lines. The existing floodplains will be relocated to be within proposed drainage ponds.

22.7 (e) Utilities

Utility Providers within the Middleton Development are as follows, all of which are public/private utility companies or utility dependents:

Water and Wastewater – Middle Utilities – Private
Irrigation – Middleton Water Conservation Authority - Private
Electric – SECO Electric Cooperative, Inc. - Dependent
Gas – City of Leesburg – Gas - Public
Telephone – Next Link Communication, LLC - Public

22.7 (f) Sewers

The sanitary sewer disposal system is owned and operated by Middleton Utilities. It includes a combination of PVC gravity sewer with concrete connecting manholes and multiple lift stations with PVC force mains.

Storm drainage systems for all parks are gravity systems and include a combination of PVC pipe, HDPE pipe, concrete catch basins and yard drains. See individual plans for locations.

22.7 (g) Refuse disposal

There are no incinerators on any of the sites.

There are no trash compactors on any of the sites.

22.7 (h) Garages and parking areas

The number of ADA parking spaces for each recreational area is stated in each narrative above.

22.7 (t) General information

There are no fire, smoke, or CO safety devices at these Middleton Parks. They are not required by code. There is also no requirement for a fire alarm central station.

Sincerely,
CLYMER FARNER BARLEY, Inc.



Woodrow Lee Clymer, Jr., P.E.
President
Dated: April 18, 2024

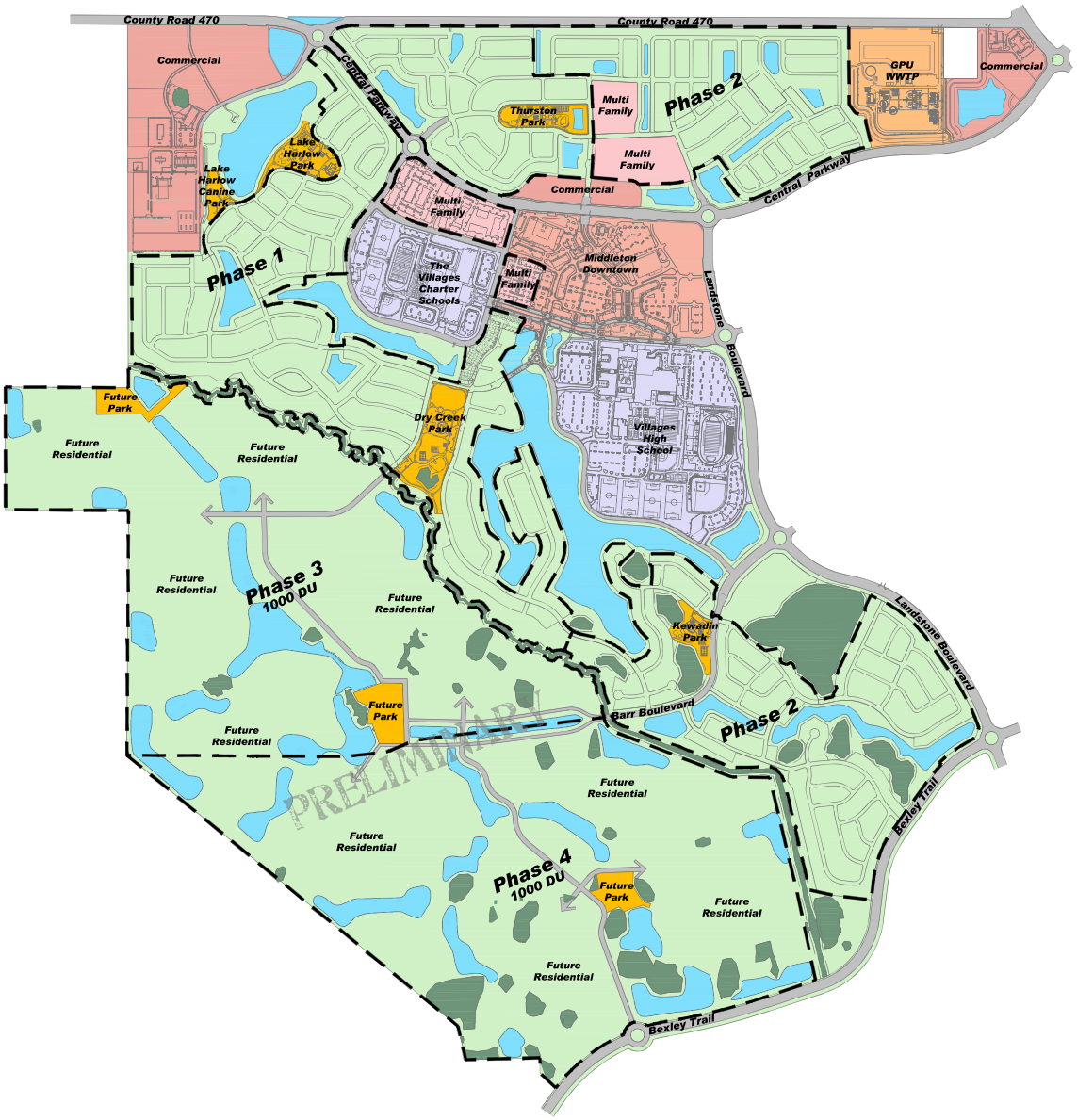
Exhibit D

SITE PLAN

Middleton

Residential Phase Break Down

October 2022



0' 600' 1,200' 1,800'

Graphic Scale

1" = 600'

CFB | CLYMER FARMER BARLEY

Exhibit E

PLATS

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS SUBDIVISION ARE RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. OR BOOK 4402 PAGE 171

MIDDLETON UNIT NO. 1

SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

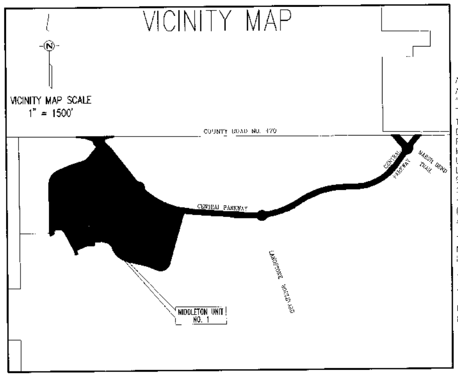
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°47'31"E, 168.45 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°12'29"W, 50.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 18580-2601; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE RUN S89°47'31"E, 558.68 FEET TO A POINT OF CUSP OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET AND A CHORD BEARING AND DISTANCE OF S77°23'33"W, 221.80 FEET TO WHICH A RADIAL LINE BEARS N00°12'29"E; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°37'46", AN ARC DISTANCE OF 223.66 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 115°27'40", AN ARC DISTANCE OF 141.06 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,186.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°58'46", AN ARC DISTANCE OF 270.94 FEET TO THE POINT OF TANGENCY; THENCE S37°54'10"E, 1,007.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°28'40", AN ARC DISTANCE OF 88.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 123.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°10'39", AN ARC DISTANCE OF 193.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°01'47", AN ARC DISTANCE OF 89.06 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,946.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°04'44", AN ARC DISTANCE OF 1,055.57 FEET; THENCE ALONG A NON-TANGENT LINE RUN N56°39'01"E, 15.59 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,935.00 FEET AND A CHORD BEARING AND DISTANCE OF S81°25'05"E, 186.57 FEET TO WHICH A RADIAL LINE BEARS S11°20'43"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°31'36", AN ARC DISTANCE OF 186.64 FEET; THENCE ALONG A NON-TANGENT LINE RUN S72°12'24"E, 50.05 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,948.00 FEET AND A CHORD BEARING AND DISTANCE OF S85°42'53"E, 6.23 FEET TO WHICH A RADIAL LINE BEARS S04°22'37"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°11'00", AN ARC DISTANCE OF 6.23 FEET TO THE POINT OF TANGENCY; THENCE S85°48'23"E, 1,044.38 FEET; THENCE N47°01'37"E, 15.00 FEET; THENCE S25°48'23"E, 158.47 FEET; THENCE S73°23'56"E, 31.20 FEET; THENCE S85°48'23"E, 223.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2,033.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°32'56", AN ARC DISTANCE OF 196.89 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°31'59", AN ARC DISTANCE OF 79.47 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 106.67 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°56'44", AN ARC DISTANCE OF 154.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°31'59", AN ARC DISTANCE OF 79.47

CONTINUED ON SHEET 2

VICINITY MAP



NOTES:

1.) BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 20 SOUTH, RANGE 23 EAST AS BEING S89°47'31"E.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A", "B", "C", "D", "E", "F", "H", "I", "M", "N", "O", "P", "Q" AND "R" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACT "G" IS FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) TRACTS "J" AND "K" ARE RESERVED BY DEVELOPER.

11.) TRACT "L" IS RESERVED BY BUFFALO HIDE AND CATTLE COMPANY, LLC.

12.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES, TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT (WHETHER BY THE PLAT OR OTHERWISE), TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (C) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY THE APPLICABLE UTILITY COMPANY SERVING THE SUBDIVISION, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC (TO THE EXTENT SUCH COSTS ARE NOT PAID DIRECTLY BY THE RECORD OWNER OF A FEE SIMPLE TITLE TO ANY HOMESITE); (D) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM, INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY OTHER UTILITY PROVIDERS, OR THE CITY OF WILDWOOD, OR SUMTER COUNTY, FLORIDA; AND (E) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS E AND F OF THE SUBDIVISION.

13.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

PREPARED BY: CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

250 LOTS – 18 TRACTS

NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO F.S. CHAPTER 177, AS CERTIFIED BY THE REVIEWING SURVEYOR SHOWN BELOW.

M. Peavy
MELANIE D. PEAVY
DEVELOPMENT SERVICES DIRECTOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS 4th DAY OF January, 2023

Susan Patterson
SUSAN PATTERSON
CITY CLERK

Ed Wolf
ED WOLF
MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS 4th DAY OF January, 2023.

~~PRINT NAME~~ SIGNATURE
CITY OF WILDWOOD ~~ATTORNEY~~ ENGINEER

~~SIGNATURE~~ PRINT NAME
CITY OF WILDWOOD, ~~ATTORNEY~~ ENGINEER

M. Peavy
DEVELOPMENT SERVICES DIRECTOR
MELANIE D. PEAVY

Jeremy Hockenbury
PUBLIC WORKS DIRECTOR
JEREMY HOCKENBURY

Joshua E. Bills
PRINT NAME
CITY OF WILDWOOD, ~~ENGINEER~~ ATTORNEY

SIGNATURE
CITY OF WILDWOOD, ~~ENGINEER~~ ATTORNEY

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

Ronald W. Herr
SIGNATURE
RONALD W. HERR
RONALD W. HERR, P.L.S.
WADE SURVEYING, INC.

1/6/23
DATE

4907
REGISTRATION NO.

RONALD WILLIAM HERR LICENSE NUMBER LS 4907 STATE OF FLORIDA Professional Surveyor and Mapper SEAL

MIDDLETON UNIT NO. 1
CONVEYANCE AND GRANT OF EASEMENTS TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) AND BUFFALO HIDE AND CATTLE COMPANY, LLC IN TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "M", "N", "O", "P", "Q" AND "R" AND THE ROADWAYS, EXCEPT CENTRAL PARKWAY AND MARSH BEND TRAIL, SHOWN ON THIS PLAT OF MIDDLETON UNIT NO. 1, IS HEREBY SOLD, CONVEYED AND SET OVER TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT). (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FEATURES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES, AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OR REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER AND BUFFALO HIDE AND CATTLE COMPANY, LLC ALSO EACH GRANT TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS (EXCEPT CENTRAL PARKWAY AND MARSH BEND TRAIL AND ANY DRAINAGE FEATURES LYING THEREIN) FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL:

Jennifer A. Peters
SIGNATURE
Jennifer A. Peters
PRINT NAME
Lisa Carnes
SIGNATURE
Lisa Carnes
PRINT NAME

THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: [signature]
NAME: MARTIN L. DZURO
TITLE: MANAGER

WITNESSES:

(1) [signature]
SIGNATURE
Jennifer A. Peters
PRINT NAME
(2) Lisa Carnes
SIGNATURE
Lisa Carnes
PRINT NAME

BUFFALO HIDE AND CATTLE COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: [signature]
PRINT NAME: MARTIN L. DZURO
TITLE: MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 22 DAY OF December 2022, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

Lisa Carnes
NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO.: HH 055543
COMMISSION EXPIRES: 11-15-24

LISA CARNES MY COMMISSION # HH 055543 EXPIRES: November 15, 2024 Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 22nd DAY OF December 2022, BY MARTIN L. DZURO, AS MANAGER OF BUFFALO HIDE AND CATTLE COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

Lisa Carnes
NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO.: HH 055543
COMMISSION EXPIRES: 11-15-24

LISA CARNES MY COMMISSION # HH 055543 EXPIRES: November 15, 2024 Bonded Thru Notary Public Underwriters

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF MIDDLETON UNIT NO. 1, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE 27 DAY OF OCTOBER, 2022; I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
4450 N.E. 83rd ROAD
WILDWOOD, FLORIDA 34785
LICENSED BUSINESS NO. 8498

Kaye M. Jameson
KAYE M. JAMESON
REGISTRATION NO. 5912

12/22/22
DATE

KAYE M. JAMESON LICENSE NUMBER NO. 5912 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER SEAL

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) AND BUFFALO HIDE AND CATTLE COMPANY, LLC HAS CAUSED TO BE MADE THIS PLAT, MIDDLETON UNIT NO. 1, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS, EXCEPT CENTRAL PARKWAY AND MARSH BEND TRAIL, SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "M", "N", "O", "P", "Q" AND "R" TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A.

CENTRAL PARKWAY AND MARSH BEND TRAIL WILL BE MAINTAINED BY THE OWNERS THEREOF OR THE OWNERS' ASSIGNS AND/OR DESIGNEES AND THE CITY OF WILDWOOD IS NOT RESPONSIBLE FOR THE MAINTENANCE OR IMPROVEMENTS OF SAME.

WITNESSES:

(1) [signature]
SIGNATURE
Jennifer A. Peters
PRINT NAME
(2) Lisa Carnes
SIGNATURE
Lisa Carnes
PRINT NAME

THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: [signature]
NAME: MARTIN L. DZURO
TITLE: MANAGER

WITNESSES:

(1) [signature]
SIGNATURE
Jennifer A. Peters
PRINT NAME
(2) Lisa Carnes
SIGNATURE
Lisa Carnes
PRINT NAME

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

BY: [signature]
JOSEPH RICCIARDI, JR., CHAIR

WITNESSES:

(1) [signature]
SIGNATURE
Jennifer A. Peters
PRINT NAME
(2) Lisa Carnes
SIGNATURE
Lisa Carnes
PRINT NAME

BUFFALO HIDE AND CATTLE COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: [signature]
PRINT NAME: MARTIN L. DZURO
TITLE: MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 22nd DAY OF December, 2022, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

Lisa Carnes
NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO.: HH 055543
COMMISSION EXPIRES: 11-15-24

LISA CARNES MY COMMISSION # HH 055543 EXPIRES: November 15, 2024 Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 22nd DAY OF December, 20 22, BY JOSEPH RICCIARDI, JR., THE CHAIR OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

[signature]
NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: Jennifer A. Peters
COMMISSION NO.: HH 164162
COMMISSION EXPIRES: 12-10-2025

JENNIFER A. PETERS MY COMMISSION # HH 164162 EXPIRES: December 10, 2025 Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 22nd DAY OF December 2022, BY MARTIN L. DZURO, AS MANAGER OF BUFFALO HIDE AND CATTLE COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

Lisa Carnes
NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO.: HH 055543
COMMISSION EXPIRES: 11-15-24

LISA CARNES MY COMMISSION # HH 055543 EXPIRES: November 15, 2024 Bonded Thru Notary Public Underwriters

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON January 18, 2023 AT ____ FILE NUMBER 2023600001509
PLAT BOOK 20 PAGE 28-28A-N

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA

Mellissa K Worrell
PRINT NAME
DEPUTY CLERK

[signature]
SIGNATURE
DEPUTY CLERK

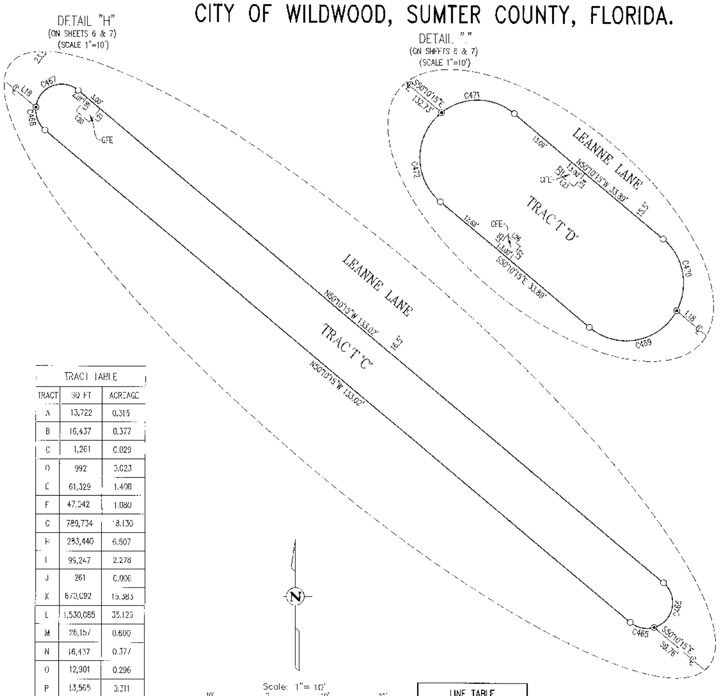
CIRCUIT COURT CLERK SUMTER COUNTY FLORIDA SEAL

MIDDLETON UNIT NO. 1

SHEET 2 OF 15

PLAT BOOK 20
PAGE 28 A

SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	13,722	0.315
B	16,437	0.377
C	1,261	0.029
D	992	0.023
E	61,329	1.408
F	47,042	1.080
G	789,734	18.130
H	283,440	6.507
I	99,247	2.278
J	261	0.006
K	673,092	15.383
L	1,530,085	35.125
M	26,157	0.600
N	16,437	0.377
O	12,901	0.296
P	13,565	0.311
Q	351,060	8.059
R	4,059	0.093

LINE TABLE		
LINE	LENGTH	BEARING
L18	34.76'	N50°10'15"W
L19	3.00'	N39°49'45"E
L20	3.00'	N50°10'15"W
L21	3.00'	N39°49'45"E
L22	3.00'	N39°49'45"E
L23	3.00'	S50°10'15"E
L24	3.00'	N39°49'45"E
L25	3.00'	S39°49'45"W
L26	3.00'	N50°10'15"W
L27	3.00'	S39°49'45"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C465	4.42'	4.50'	56°15'09"	S?5°17'44"E	4.24'
C466	9.77'	4.50'	123°44'56"	N11°42'14"[illegible]	7.94'
C467	9.72'	4.50'	123°44'56"	S07°57'17"W	7.94'
C468	4.42'	4.50'	56°15'04"	S22°02'43"E	4.24'
C469	17.72'	10.00'	101°32'13"	N79°03'39"E	15.49'
C470	13.69'	10.00'	78°27'47"	N10°56'21"W	12.65'
C471	13.69'	10.00'	78°27'47"	N89°24'08"W	12.65'
C472	17.72'	10.00'	101°32'13"	S00°35'52"W	15.49'

LEGEND

■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #8498 & LB #4709)
⊙ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #8498 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5)
C9 INDICATES CURVE NUMBER IN CURVE TABLE
L9 INDICATES LINE NUMBER IN LINE TABLE
℄ INDICATES CENTERLINE
Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB INDICATES CHORD BEARING
CH INDICATES CHORD DISTANCE
L INDICATES ARC LENGTH
LB INDICATES LICENSED BUSINESS
NO. INDICATES NUMBER
ORB INDICATES OFFICIAL RECORDS BOOK
PC INDICATES POINT OF CURVATURE
POC INDICATES POINT ON CURVE
PCC INDICATES POINT OF COMPOUND CURVATURE
PRC INDICATES POINT OF REVERSE CURVATURE
PT INDICATES POINT OF TANGENCY
R INDICATES RADIUS LENGTH
(R) INDICATES RADIAL LINE
DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
PB INDICATES PLAT BOOK
PG INDICATES PAGE
PGS INDICATES PAGES
SQ FT INDICATES SQUARE FEET
R/W INDICATES RIGHT-OF-WAY
GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

LEGAL DESCRIPTION

(CONTINUED FROM SHEET 1)

FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2,033.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°27'37", AN ARC DISTANCE OF 796.95 FEET TO THE POINT OF TANGENCY; THENCE N58°03'49"E, 181.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2,133.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°53'56", AN ARC DISTANCE OF 1,150.30 FEET TO THE POINT OF TANGENCY; THENCE N88°57'45"E, 301.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,300.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°53'08", AN ARC DISTANCE OF 942.04 FEET; THENCE ALONG A NON-TANGENT LINE RUN N01°51'51"W, 14.55 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,289.00 FEET AND A CHORD BEARING AND DISTANCE OF N43°03'4[illegible]"E, 178.04 FEET TO WHICH A RADIAL LINE BEARS S42°58'42"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°55'[illegible]", AN ARC DISTANCE OF 178.19 FEET; THENCE ALONG A NON-TANGENT LINE RUN N51°12'41"E, 49.38 FEET; THENCE N5[illegible]°50'04"E, 372.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°30'10", AN ARC DISTANCE OF 84.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 123.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°46'17", AN ARC DISTANCE OF 29.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 92.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°33'05", AN ARC DISTANCE OF 74.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2,133.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°58'08", AN ARC DISTANCE OF 333.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°15'00", AN ARC DISTANCE OF 47.34 FEET TO A POINT OF CUSP; SAID POINT ALSO BEING ON AFORESAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE RUN S89°43'47"E, 157.25 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,003.00 FEET AND A CHORD BEARING AND DISTANCE OF S41°47'12"E, 302.98 FEET TO WHICH A RADIAL LINE BEARS S52°33'03"W; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°40'30", AN ARC DISTANCE OF 303.27 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 102.00 FEET AND A CHORD BEARING AND DISTANCE OF N61°06'52"E, 81.46 FEET TO WHICH A RADIAL LINE BEARS S05°20'32"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°05'12", AN ARC DISTANCE OF 83.83 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 2,923.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°43'06", AN ARC DISTANCE OF 240.71 FEET TO AFORESAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE RUN S89°43'47"E, 136.60 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,823.00 FEET AND A CHORD BEARING AND DISTANCE OF S40°55'40"W, 316.97 FEET TO WHICH A RADIAL LINE BEARS N45°51'36"W; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°26'07", AN ARC DISTANCE OF 317.07 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°52'22", AN ARC DISTANCE OF 87.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 123.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°29'59", AN ARC DISTANCE OF 202.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°30'10", AN ARC DISTANCE OF 84.57 FEET TO THE POINT OF TANGENCY; THENCE S55°50'04"W, 346.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,400.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°07'41", AN ARC DISTANCE OF 1,298.13 FEET TO THE POINT OF TANGENCY; THENCE S82°57'45"W, 301.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE [illegible]

[illegible]

NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°06'20", AN ARC DISTANCE OF 59.71 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 231.19 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°06'20", AN ARC DISTANCE OF 69.0[illegible] FEET TO THE POINT OF TANGENCY; THENCE N31°38'06"E, 57.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°00'12", AN ARC DISTANCE OF 90.80 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 123.00 FEET AND A CHORD BEARING AND DISTANCE OF N56°30'38"W, 160.91 FEET TO WHICH A RADIAL LINE BEARS S07°21'42"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 81°42'05", AN ARC DISTANCE OF 175.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°07'07", AN ARC DISTANCE OF 92.78 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,096.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°50'17", AN ARC DISTANCE OF 398.6[illegible] FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE RUN N00°12'29"E, [illegible]56 FEET TO THE POINT OF BEGINNING.

CONTAINING 176.93 ACRES, MORE OR LESS.

PREPARED BY: CFB | CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

MIDDLETON UNIT NO. 1

SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

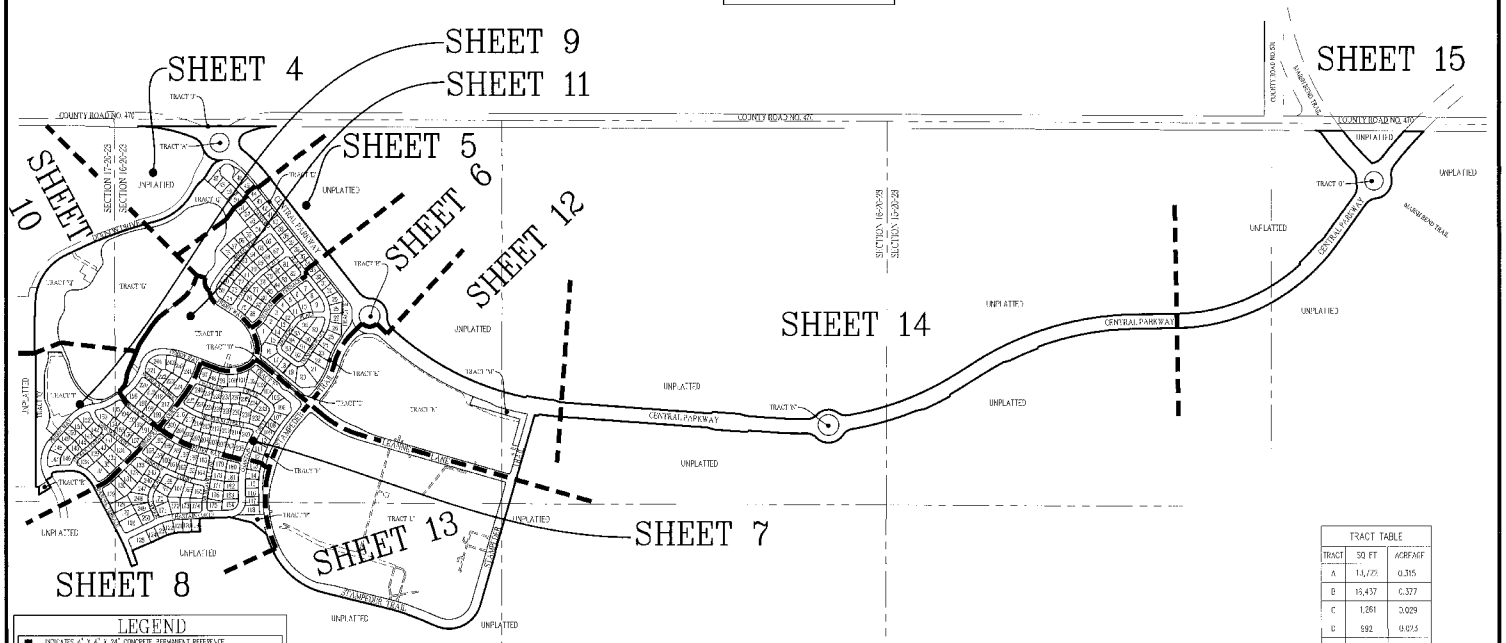
SHEET 3 OF 15

PLAT BOOK 20
PAGE 28B

Scale: 1" = 400'
400' 0 400' 800'
SCALE IN FEET

N

KEY MAP



LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE "PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE "PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP "SET" P-9 @#689 & T-3 @#709)
- ◉ INDICATES PK NAIL AND DISC PERMANENT CONTROL POINT (P.C.P.) LB #6486 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(7), FLORIDA STATUTES. (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- SSB INDICATES DEFORMED CONCRETE BLOCK
- PC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE, RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER MUNICIPAL RETENTION & TREATED EFFLUENT)

TRACT TABLE

TRACT	SQ FT	ACREAGE
A	14,725	0.315
B	18,437	0.377
C	1,261	0.029
D	592	0.013
E	61,329	1.408
F	47,042	1.080
G	786,734	18.130
H	283,440	6.507
I	99,247	2.278
J	261	0.006
K	670,092	15.383
L	1,530,985	35.126
M	28,107	0.680
N	16,437	0.377
O	12,901	0.296
P	13,585	0.31
Q	361,080	8.059
R	4,039	0.093

PREPARED BY:

CFB CLYMER FARNER BARLEY
SURVEYING
4420 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB6498

MIDDLETON UNIT NO. 1

SHEET 4 OF 15

PLAT BOOK 20
PAGE 28 C

SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

LINE TABLE		
LINE	LENGTH	BEARING
L7	32.53'	N39°29'57"E

NOTE
EXHIBIT A – EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684 (STORMWATER RUNOFF, RETENTION & IRRIGATED EFFLUENT)

POINT OF COMMENCEMENT
NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 16 20 23 FOUND NAIL AND DISK LB #4709

COUNTY ROAD NO. 470

NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 20 23

S89°47'31"E 196.45' (BEARING BASIS)

SECTION 9-20-23 / SECTION 16 20 23

POINT OF BEGINNING

S89°47'31"E 958.68'

TRACT "J"

POINT OF CUSP

SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18580-2601

SOUTH RIGHT OF WAY LINE OF COUNTY HWAY NO. 470 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 18580-2601

UNPLATTED

TRACT "A"

CENTRAL PARKWAY

DANFORD PLACE

TRACT "E"

TRACT "Q"

TRACT "G"

LS-5
EXHIBIT "A"
(SEE NOTE)

DODSON DRIVE (PROPOSED)

MATCHLINE SHEET 3

MATCHLINE SHEET 5

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C45	18.75'	696.00'	1°32'10"	N38°28'30"W	18.75'
C46	20.35'	1081.00'	1°04'40"	N38°26'30"W	20.35'
C47	76.36'	1081.00'	4°03'07"	N41°08'44"W	76.34'
C48	79.84'	999.00'	4°34'54"	N41°02'44"W	79.83'
C49	57.13'	999.00'	3°16'35"	N44°46'56"W	57.10'
C50	35.02'	25.00'	80°15'10"	S25°11'38"E	32.22'
C51	77.05'	1081.00'	4°04'55"	N45°05'07"W	77.03'
C52	89.47'	59.00'	86°47'30"	N14°27'48"W	74.77'
C53	65.88'	50.00'	89°45'18"	S82°53'33"W	57.15'
C54	35.41'	50.00'	40°34'42"	S67°35'42"E	34.67'
C55	5.78'	964.00'	0°20'37"	N50°19'44"W	5.78'
C56	86.86'	964.00'	5°09'23"	N45°31'44"W	86.86'
C57	75.59'	964.00'	4°29'51"	N40°39'25"W	75.48'
C58	64.84'	964.00'	3°50'37"	N35°48'25"W	64.86'
C210	18.26'	232.50'	4°29'59"	S77°44'44"E	18.25'
C211	31.42'	20.00'	90°00'00"	N53°08'19"E	28.28'
C212	31.42'	20.00'	90°00'00"	N36°51'41"W	28.28'
C213	21.01'	267.50'	4°29'59"	S77°44'44"E	21.00'
C235	47.56'	217.50'	12°32'05"	S63°45'51"E	47.47'
C415	1.57'	767.50'	0°19'29"	S10°10'04"W	1.57'
C236	23.06'	210.50'	6°16'30"	N12°34'37"W	23.04'
C323	69.02'	4247.00'	0°55'35"	N11°37'47"E	69.02'
C324	0.85'	142.50'	0°19'43"	S11°54'10"W	0.85'
C325	53.85'	147.50'	20°55'01"	S20°57'07"W	53.54'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C338	215.81'	981.50'	12°35'52"	N44°12'06"W	215.37'
C416	56.86'	62.00'	52°32'45"	S69°47'31"E	54.87'
C417	217.67'	1146.00'	10°52'57"	N37°36'36"W	217.34'
C418	134.13'	550.00'	13°58'09"	S58°58'06"W	133.80'
C419	353.16'	1146.00'	17°39'23"	S46°43'57"W	351.76'
C420	125.37'	83.00'	103°54'14"	S83°49'38"W	107.10'
C421	66.07'	63.00'	60°05'03"	N04°31'14"W	63.12'
C422	203.82'	66.00'	176°57'05"	S08°55'51"E	132.13'
C434	10.10'	123.00'	4°42'23"	N62°17'51"E	10.10'
C435	92.78'	169.00'	52°27'07"	N76°03'35"W	89.60'
C437	240.43'	1096.00'	12°33'47"	N63°50'54"W	239.91'
C438	174.05'	1781.00'	5°35'25"	N62°36'35"W	173.98'
C498	275.10'	454.50'	34°40'46"	N34°30'00"E	270.92'
C487	91.72'	149.00'	35°59'12"	N64°50'00"E	88.96'
C488	50.33'	227.00'	12°42'16"	N76°26'30"E	50.23'
C489	226.35'	119.52'	108°29'51"	S85°50'43"E	95.17'
C490	31.37'	324.50'	5°32'20"	S03°32'05"E	31.36'
C567	66.10'	1146.00'	3°18'17"	N00°30'50"W	66.09'
C596	32.63'	231.45'	8°04'32"	N44°42'10"E	32.59'
C597	35.48'	231.45'	8°46'54"	N36°19'00"E	35.45'

IMACT TABLE		
TRACT	SQ FT	AC (±Ac)
A	13,722	0.315
B	18,437	0.377
C	1,261	0.029
D	992	0.023
E	61,329	1.408
F	47,047	1.080
G	789,734	18.130
H	283,440	6.507
I	99,247	2.278
J	261	0.006
K	670,097	15.383
L	1,530,085	35.126
M	28,157	0.659
N	18,437	0.377
O	12,901	0.296
P	13,553	0.311
Q	351,000	8.059
R	4,035	0.093

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) -SUNJ (LB #4709), UNLESS OTHERWISE NOTED
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4958 & LB #4709)
- ◉ INDICATES P.O.C. AND/OR PERMANENT CONTROL POINT (P.C.P.) LB #4958 & # #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES (SEE NOTE #5.)

CB	INDICATES CURVE NUMBER IN CURVE TABLE
L#	INDICATES LINE NUMBER IN LINE TABLE
Δ	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
POC	INDICATES POINT OF COMMENCEMENT
POB	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PI	INDICATES POINT OF INTERSECTION
R	INDICATES RADIAL LINE
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PID	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ. FT.	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

DETAIL "A" (SCALE 1"=10')
POINT OF BEGINNING
N00°12'29"E 1.66'
S00°12'29"W 50.00'

DETAIL "P" (ON SHEET 7) (SCALE 1"=10')
MERGANSER LANE
185
C235
N17°09'19"E 71.67'

DETAIL "Q" (ON SHEET 7) (SCALE 1"=10')
DIRKSEN COURT
164
C210
C211
1.05'
N61°53'46"W

DETAIL "R" (ON SHEET 7) (SCALE 1"=10')
DIRKSEN COURT
165
C213
C212
1.05'
N61°53'46"W

DETAIL "S" (ON SHEET 7) (SCALE 1"=10')
MERGANSER LANE
165
174
C206
N17°09'19"E
84.60'
86.32'
S87°17'23"E

DETAIL "T" (ON SHEET 7) (SCALE 1"=10')
BOGART PLACE
246
247
C251
C252
S58°47'31"E 94.22'
S58°47'31"E 96.12'

DETAIL "U" (ON SHEET 7) (SCALE 1"=10')
178
181
177
182
C253
C254
S87°59'41"W 96.12'
S88°08'23"W 94.65'
S89°45'31"W 70.15'
S89°45'31"W 67.37'

Scale: 1" = 60'
SCALE IN FEET

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB#498

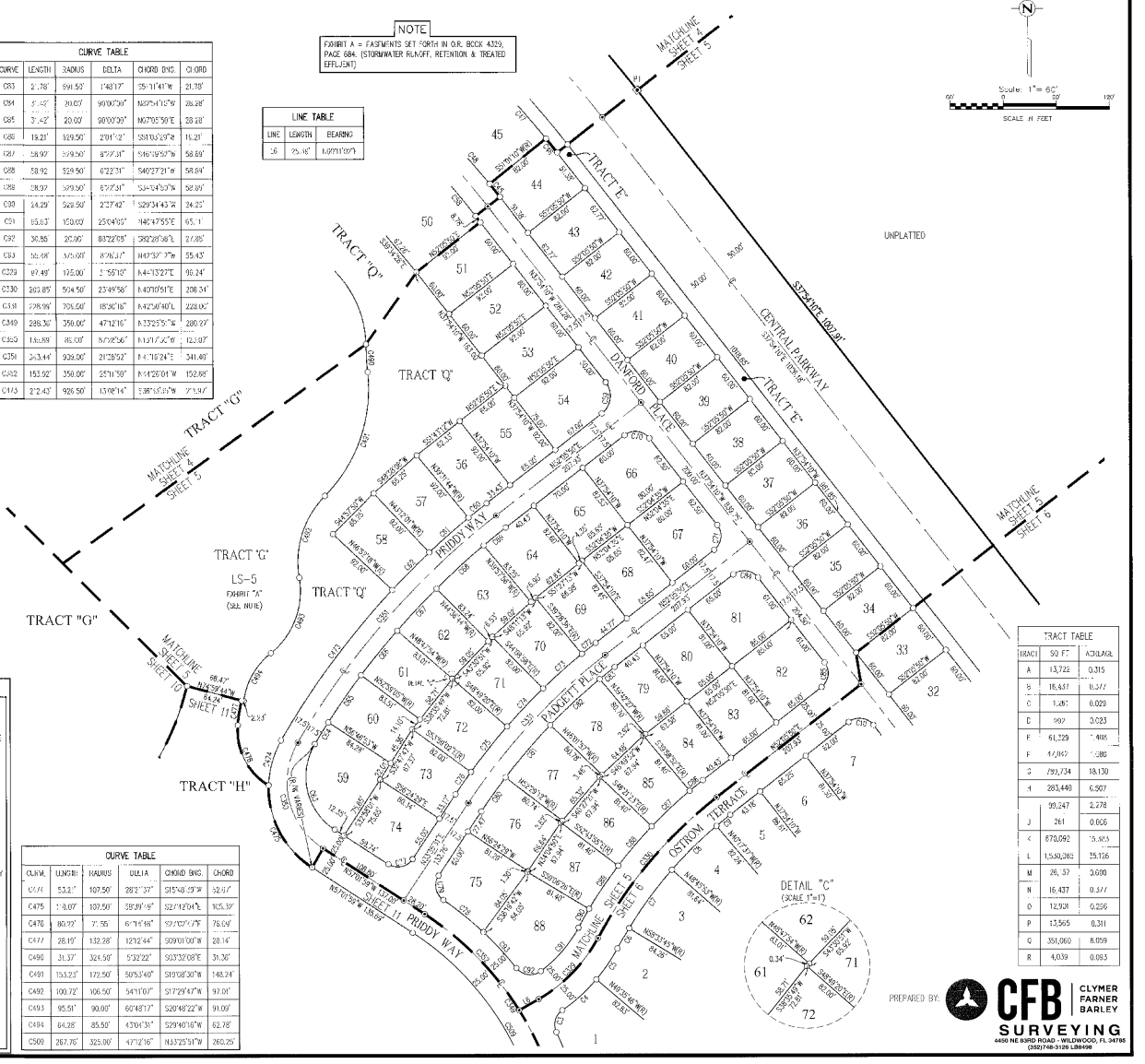
MIDDLETON UNIT NO. 1

SHEET 5 OF 15

PLAT BOOK 20
PAGE 28D

SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C3	23.11'	20.00'	66°12'10"	S12°04'54"W	21.85'
C4	197.17'	200.00'	14°56'45"	N47°52'37"E	52.02'
C5	42.37'	200.00'	12°08'22"	N34°28'03"E	42.30'
C6	26.55'	175.00'	8°41'25"	S39°55'03"W	26.55'
C7	82.80'	475.50'	9°47'52"	S30°26'11"E	81.99'
C8	70.85'	479.50'	8°28'00"	S35°26'15"E	70.93'
C9	20.01'	479.50'	2°23'27"	S30°54'06"E	20.01'
C10	31.42'	20.00'	90°00'00"	N23°54'12"W	28.28'
C45	18.79'	999.00'	1°04'40"	N38°26'36"W	18.79'
C46	20.33'	1081.00'	1°04'43"	N38°29'36"W	20.33'
C47	76.88'	1081.00'	4°04'57"	N41°00'44"W	76.84'
C48	70.84'	999.00'	4°03'47"	N41°08'14"W	70.83'
C50	64.67'	999.00'	3°42'57"	N39°49'29"W	64.66'
C58	39.27'	25.00'	90°00'00"	N07°05'56"E	35.36'
C60	26.29'	525.50'	2°51'53"	S51°17'03"W	26.29'
C61	58.37'	925.50'	3°36'41"	S48°38'08"W	58.36'
C62	58.37'	925.50'	3°36'41"	S44°57'50"W	58.35'
C63	104.82'	75.50'	79°32'46"	S13°08'46"E	96.54'
C64	23.63'	891.50'	1°31'57"	S31°54'24"W	23.63'
C65	64.97'	891.50'	4°10'33"	S34°06'39"W	64.95'
C66	65.14'	891.50'	4°11'11"	S38°04'46"W	65.12'
C67	65.14'	891.50'	4°11'11"	S42°16'41"W	65.12'
C68	72.28'	891.50'	4°38'48"	S47°42'40"W	72.26'
C69	32.10'	891.50'	2°03'58"	S50°03'57"W	32.09'
C70	31.42'	20.00'	90°00'00"	N39°54'12"W	28.28'
C71	31.42'	20.00'	90°00'00"	N50°05'50"E	28.28'
C72	19.95'	726.50'	1°34'25"	S0°18'25"W	19.95'
C73	58.96'	726.50'	4°39'22"	S48°11'13"W	59.23'
C74	59.25'	726.50'	4°40'22"	S43°31'51"W	59.23'
C75	65.15'	726.50'	5°08'32"	S38°05'48"W	65.40'
C76	30.74'	726.50'	2°25'27"	S34°48'57"W	30.74'
C77	31.29'	20.00'	89°22'30"	N73°16'46"E	28.13'
C78	57.64'	375.00'	8°50'13"	N5°11'38"W	57.58'
C79	31.14'	20.00'	89°12'16"	S31°00'36"E	28.09'
C80	47.33'	891.50'	3°23'17"	S35°33'10"W	47.32'
C81	77.86'	891.50'	5°00'15"	S40°44'25"W	77.85'
C82	78.34'	891.50'	5°02'08"	S45°47'48"W	78.31'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C83	21.78'	991.50'	1°15'41"	S5°11'41"W	21.78'
C84	31.42'	20.00'	90°00'00"	N62°54'12"W	28.28'
C85	31.42'	20.00'	90°00'00"	N27°05'50"E	28.28'
C86	19.21'	329.50'	2°59'12"	S31°03'29"W	19.21'
C87	58.97'	329.50'	8°56'31"	S36°34'55"W	58.89'
C88	58.92'	329.50'	8°22'31"	S45°27'21"W	58.84'
C89	38.97'	329.50'	6°46'31"	S53°04'50"W	38.95'
C90	24.29'	329.50'	2°27'42"	S29°34'45"W	24.23'
C91	65.83'	150.00'	25°08'05"	N40°47'55"E	65.31'
C92	36.85'	20.00'	88°22'08"	S82°28'58"E	21.05'
C93	55.08'	975.00'	3°26'31"	N49°30'37"W	55.43'
C229	97.49'	175.00'	31°55'10"	N4°13'27"E	96.24'
C230	283.85'	504.50'	32°49'58"	N40°10'51"E	280.04'
C348	298.99'	705.50'	18°36'16"	N42°40'40"E	228.05'
C349	286.36'	356.00'	47°12'16"	N33°25'51"W	280.27'
C350	143.88'	85.00'	97°28'56"	N31°12'30"W	123.07'
C351	343.44'	926.00'	21°28'52"	N41°16'24"E	341.46'
C492	153.92'	356.00'	25°11'59"	N54°20'01"W	152.68'
C493	212.43'	926.00'	13°08'14"	S38°53'51"W	212.00'

LINE TABLE

LINE	LENGTH	BEARING
L6	23.16'	N39°11'09"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C474	53.21'	107.50'	28°21'37"	S15°48'59"W	52.67'
C475	119.07'	107.50'	63°28'19"	S22°47'04"E	113.09'
C476	80.72'	77.50'	59°41'48"	S27°07'17"E	77.09'
C477	28.19'	132.28'	12°12'44"	S09°01'00"W	28.14'
C490	31.37'	324.50'	5°32'22"	S03°32'08"E	31.36'
C491	153.23'	172.50'	50°53'40"	S19°08'30"W	148.24'
C492	100.72'	106.50'	54°11'07"	S17°29'47"W	97.01'
C493	95.51'	90.00'	60°48'17"	S20°48'22"E	91.09'
C494	64.28'	85.50'	43°04'31"	S29°40'16"W	62.78'
C509	267.76'	325.00'	47°12'16"	N33°25'51"W	260.25'

TRACT TABLE

TRACT	SQ. FT.	ACREAGE
A	13,722	0.315
B	18,457	0.577
C	1,281	0.029
D	997	0.023
E	61,329	1.408
F	41,047	0.980
G	793,734	18.130
H	283,440	6.507
I	99,247	2.278
J	261	0.006
K	670,092	15.383
L	1,550,285	35.586
M	26,37	0.600
N	16,437	0.377
O	12,928	0.296
P	13,565	0.311
Q	351,060	8.059
R	4,039	0.093

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #8438 & LB #4709)
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #8438 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE OF THE PLAT, IF RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES (SEE NOTE #5.)

C9 INDICATES CURVE NUMBER IN CURVE TABLE
L9 INDICATES LINE NUMBER IN LINE TABLE
℄ INDICATES CENTERLINE
Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB INDICATES CHORD BEARING
CH INDICATES CHORD DISTANCE
L INDICATES ARC LENGTH
LB INDICATES LICENSED BUSINESS
N/D INDICATES NONE(#)
ORB INDICATES OFFICIAL RECORDS BOOK
P.C. INDICATES POINT OF CURVATURE
POC INDICATES POINT ON CURVE
PCC INDICATES POINT OF COMPOUND CURVATURE
PRC INDICATES POINT OF REVERSE CURVATURE
PT INDICATES POINT OF TANGENCY
R INDICATES RADIUS LENGTH
(R) INDICATES RADIAL LINE
DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES.
GPE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PG INDICATES PLAT BOOK
PG INDICATES PAGE
PGS INDICATES PAGES
SQ. FT. INDICATES SQUARE FEET
R/W INDICATES RIGHT-OF-WAY

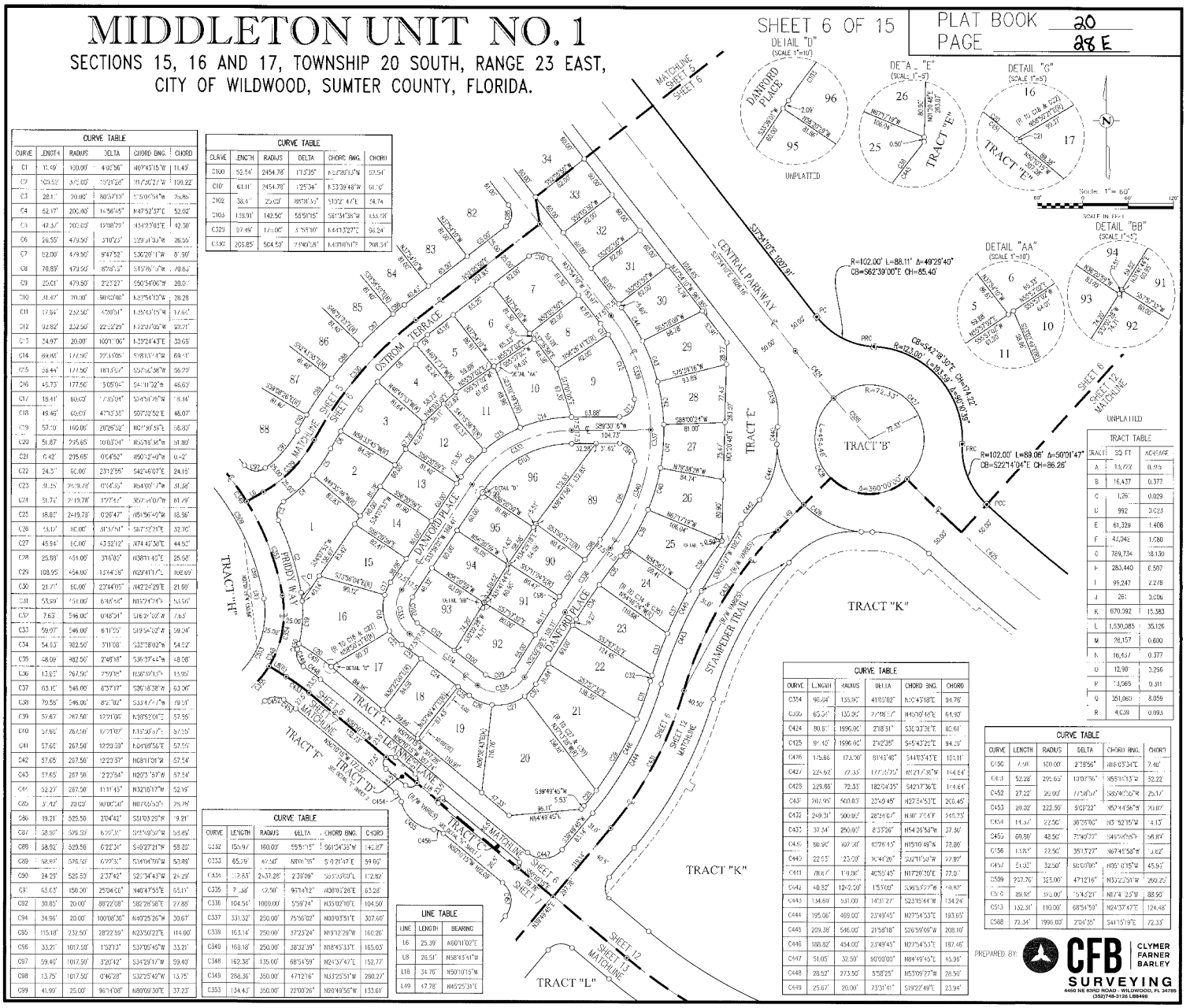
PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

MIDDLETON UNIT NO. 1

SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 6 OF 15

PLAT BOOK 20
PAGE 28 E



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	31.49'	100.00'	18°02'56"	N07°43'15"W	31.49'
C2	109.52'	375.00'	16°43'28"	S81°36'21"W	109.16'
C3	28.11'	20.00'	80°31'10"	S15°06'54"W	25.86'
C4	52.17'	200.00'	14°56'45"	N47°52'37"E	52.02'
C5	42.57'	200.00'	12°11'22"	N34°23'03"E	42.50'
C6	26.55'	479.50'	3°10'23"	S29°31'30"W	26.55'
C7	52.00'	479.50'	6°12'52"	S36°20'11"W	51.90'
C8	70.89'	479.50'	8°28'15"	S41°26'45"W	70.83'
C9	20.01'	479.50'	2°23'23"	S50°54'06"W	20.01'
C10	31.49'	20.00'	90°09'06"	N27°54'13"W	28.28'
C11	17.84'	232.50'	4°23'53"	N35°43'15"W	17.84'
C12	92.82'	232.50'	22°52'29"	N23°31'56"W	92.21'
C13	34.97'	20.00'	100°11'06"	N39°24'43"E	30.65'
C14	69.48'	177.50'	22°25'09"	S78°13'47"W	69.01'
C15	28.44'	177.50'	9°10'57"	S55°54'38"W	28.20'
C16	45.73'	177.50'	14°46'12"	S41°11'22"W	45.63'
C17	18.41'	60.00'	17°35'04"	S24°01'06"W	18.34'
C18	48.46'	60.00'	46°15'35"	S07°32'52"E	46.07'
C19	57.10'	160.00'	20°26'52"	N01°39'55"E	56.80'
C20	51.87'	295.65'	10°03'04"	N63°58'38"W	51.80'
C21	0.42'	295.65'	0°04'52"	N58°32'40"W	0.42'
C22	24.2'	60.00'	23°12'56"	S42°46'07"E	24.15'
C23	31.35'	219.78'	8°10'33"	N54°09'11"W	31.32'
C24	31.74'	219.78'	8°16'41"	N62°36'40"W	31.71'
C25	18.82'	2419.78'	0°26'47"	N65°56'45"W	18.82'
C26	53.1'	60.00'	51°15'51"	S67°52'21"E	52.70'
C27	45.94'	60.00'	43°52'12"	N74°42'36"E	44.82'
C28	25.89'	454.00'	3°16'00"	N38°11'42"E	25.88'
C29	108.95'	454.00'	13°44'26"	N29°41'11"E	108.69'
C30	21.71'	60.00'	23°44'05"	N42°24'29"E	21.58'
C31	53.99'	154.00'	20°05'06"	N15°24'14"E	53.70'
C32	7.63'	546.00'	0°48'01"	S16°21'09"W	7.63'
C33	59.07'	546.00'	6°11'55"	S19°54'02"W	59.04'
C34	54.53'	382.50'	8°10'08"	S22°38'02"W	54.52'
C35	48.08'	382.50'	7°12'18"	S30°37'44"W	48.08'
C36	13.82'	267.50'	2°57'51"	N36°59'13"E	13.82'
C37	63.10'	546.00'	6°37'17"	S26°18'38"W	63.06'
C38	70.58'	546.00'	7°24'32"	S33°47'47"W	70.53'
C39	57.67'	267.50'	12°21'06"	N38°52'01"E	57.55'
C40	57.65'	267.50'	12°20'27"	N51°13'07"E	57.55'
C41	57.65'	267.50'	12°20'33"	N63°33'35"E	57.55'
C42	57.65'	267.50'	12°20'57"	N75°54'09"E	57.54'
C43	57.65'	267.50'	12°22'54"	N87°13'57"E	57.54'
C44	52.23'	267.50'	11°11'45"	N32°15'17"W	52.15'
C45	5.42'	20.00'	90°08'04"	N11°05'53"E	25.25'
C46	19.21'	525.50'	2°04'42"	S51°03'29"W	19.21'
C47	58.90'	525.50'	6°25'15"	S54°08'50"W	58.89'
C48	58.82'	525.50'	6°22'31"	S60°27'21"W	58.83'
C49	58.89'	525.50'	6°25'15"	S66°34'06"W	58.88'
C50	24.29'	525.50'	2°37'42"	S70°54'43"W	24.29'
C51	65.53'	150.00'	25°01'62"	N40°47'55"E	65.01'
C52	30.85'	20.00'	88°22'08"	S82°26'58"E	27.88'
C53	34.96'	20.00'	100°08'36"	N40°25'26"W	30.67'
C54	115.18'	232.50'	28°22'59"	N23°50'22"E	114.00'
C55	33.21'	1017.50'	1°52'13"	S37°05'45"W	33.21'
C56	59.40'	1017.50'	3°20'42"	S34°29'17"W	59.40'
C57	13.75'	1017.50'	0°46'28"	S32°25'42"W	13.75'
C58	41.99'	25.00'	96°14'08"	N80°09'30"E	37.23'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C100	52.54'	2454.78'	1°13'35"	N32°28'15"W	52.54'
C101	61.11'	2454.78'	1°25'34"	N33°39'48"W	61.10'
C102	38.4'	25.00'	88°01'51"	S10°22' 4"E	34.74'
C103	139.91'	142.50'	56°15'15"	S61°34'38"W	134.35'
C329	87.49'	1,115.00'	4°29'50"	N44°13'27"E	86.24'
C330	268.85'	504.50'	30°32'08"	N40°10'01"E	265.64'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C332	150.97'	160.00'	55°51'15"	S61°34'38"W	145.87'
C333	65.29'	42.00'	89°01'51"	S10°22' 4"E	58.90'
C334	112.63'	2437.28'	2°38'09"	S33°53'03"E	112.62'
C335	7.38'	42.50'	9°57'12"	N39°03'26"E	63.23'
C336	104.54'	1000.00'	5°59'24"	N35°02'10"E	104.50'
C337	331.32'	250.00'	75°56'02"	N00°03'51"E	307.60'
C339	163.14'	250.00'	37°23'24"	N19°12'29"W	160.26'
C340	168.18'	250.00'	38°32'39"	N18°45'33"E	165.03'
C348	162.38'	135.00'	68°54'59"	N24°37'47"E	152.77'
C349	288.36'	350.00'	47°12'16"	N33°25'51"W	280.27'
C353	134.43'	350.00'	22°00'26"	N09°49'56"W	133.61'

LINE TABLE		
LINE	LENGTH	BEARING
L6	25.39'	N60°11'02"E
L8	26.51'	N58°45'41"W
L18	34.76'	N50°10'15"W
L49	47.78'	N45°25'31"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C354	98.04'	135.00'	41°36'02"	N10°43'18"E	94.78'
C355	65.24'	135.00'	27°41'51"	N45°10'46"E	64.60'
C424	80.81'	1996.00'	2°19'31"	S32°03'36"E	80.80'
C425	91.45'	1996.00'	2°37'25"	S34°34'29"E	94.25'
C426	176.66'	175.50'	57°40'40"	S44°03'43"E	101.11'
C427	224.62'	72.33'	177°52'52"	N52°21'36"W	144.64'
C428	225.86'	72.33'	178°54'35"	S42°17'36"E	144.64'
C431	207.90'	500.00'	23°49'45"	N27°54'53"E	206.45'
C432	249.31'	500.00'	28°34'04"	N30°17'41"E	246.73'
C433	37.34'	250.00'	8°33'26"	N54°26'58"W	37.30'
C434	80.92'	102.50'	45°13'43"	N51°10'49"W	78.80'
C440	22.05'	25.00'	50°31'26"	S52°11'50"W	21.35'
C441	70.67'	170.00'	40°55'45"	N17°20'20"E	72.01'
C442	40.82'	1242.50'	1°52'50"	S36°53'27"E	40.82'
C443	134.60'	531.00'	14°31'27"	S23°15'44"W	134.24'
C444	195.06'	469.00'	23°49'45"	N27°54'53"E	193.65'
C445	209.38'	546.00'	21°58'18"	S26°59'09"W	208.10'
C446	188.82'	454.00'	23°49'45"	N27°54'53"E	187.46'
C447	51.05'	32.50'	90°00'00"	N84°49'45"E	45.96'
C448	28.52'	273.50'	5°58'25"	N53°09'27"W	28.50'
C449	25.67'	20.00'	73°31'41"	S19°22'49"E	23.94'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	14,722	0.338
B	16,437	0.377
C	1,261	0.029
D	992	0.023
E	61,329	1.408
F	47,042	1.080
G	769,734	18.130
H	283,440	6.507
I	99,247	2.278
J	261	0.006
K	670,092	15.383
L	1,530,085	35.126
M	26,157	0.600
N	16,437	0.377
O	12,90	0.296
P	14,565	0.311
Q	351,069	8.059
R	4,039	0.093

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C100	7.40'	100.00'	2°38'56"	N16°03'34"E	7.40'
C101	52.28'	295.65'	10°07'56"	N55°16'43"W	52.22'
C452	27.22'	20.00'	77°58'57"	S69°46'56"W	25.17'
C453	80.32'	222.50'	20°58'22"	N52°44'56"W	79.80'
C454	14.34'	22.50'	36°29'52"	N3°52'15"W	4.13'
C455	60.90'	42.50'	77°40'27"	S49°06'58"E	56.34'
C456	14.34'	22.50'	36°29'52"	N86°45'58"E	3.62'
C457	51.32'	32.50'	90°29'08"	N35°16'15"W	45.96'
C509	237.70'	325.00'	41°12'16"	N33°25'51"W	232.56'
C510	89.36'	92.00'	55°40'21"	N17°4 2.5"W	85.90'
C513	132.31'	110.00'	68°54'59"	N24°37'47"E	124.48'
C588	72.34'	1996.00'	2°04'26"	S41°15'19"E	72.33'

PREPARED BY:

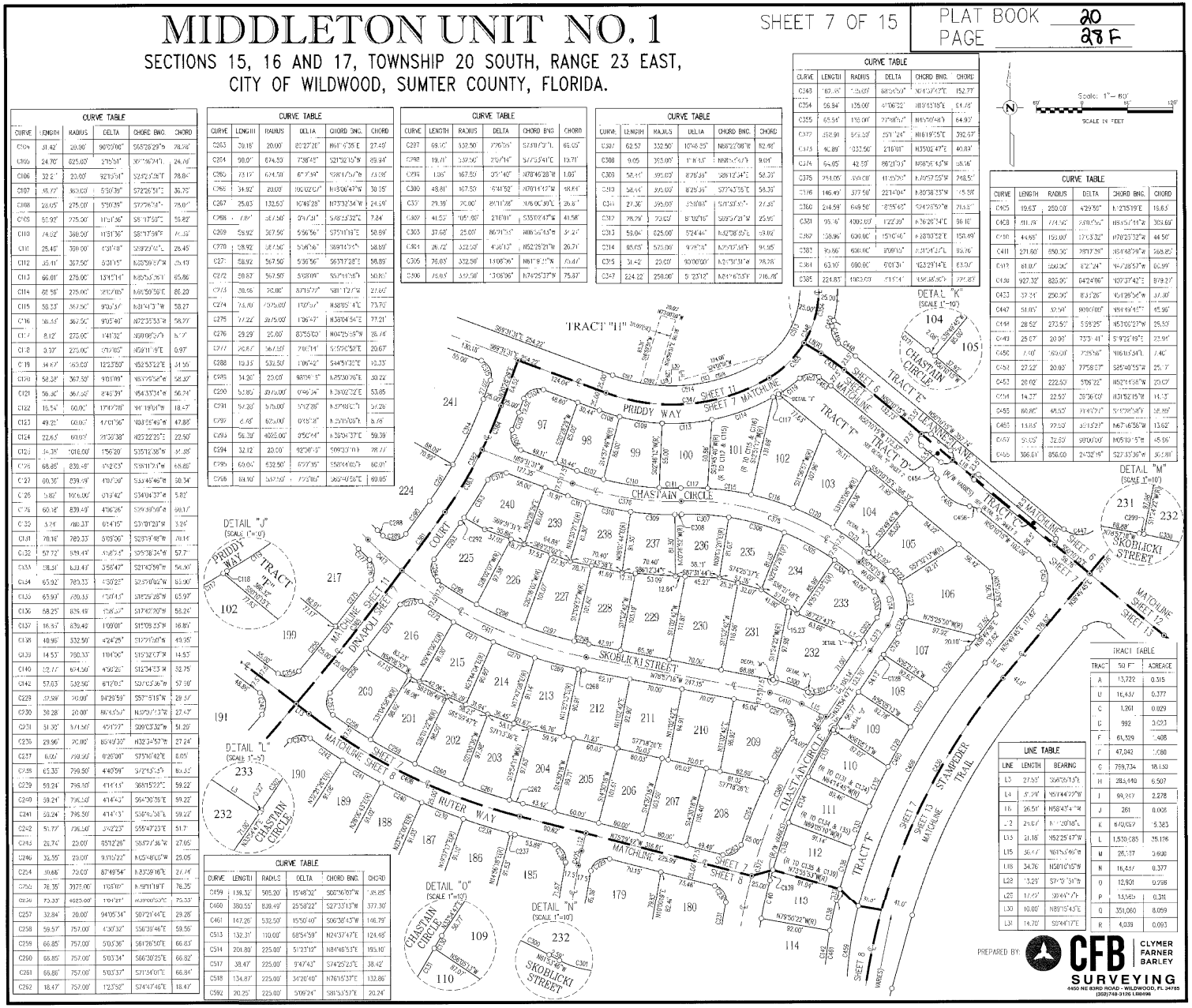
CFB CLYMER FARNER BARLEY SURVEYING
4460 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8499

MIDDLETON UNIT NO. 1

SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 7 OF 15

PLAT BOOK 20
PAGE 28 F



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C104	31.42'	20.00'	90°00'00"	S65°26'29"E	28.28'
C105	24.70'	625.00'	2°15'51"	S01°36'04"E	24.70'
C106	32.21'	20.00'	92°15'51"	S24°23'56"E	28.84'
C107	68.72'	860.00'	5°00'39"	S72°26'51"E	36.75'
C108	28.65'	275.00'	5°58'05"	S77°26'04"E	28.63'
C109	55.99'	275.00'	11°39'56"	S83°17'59"E	55.89'
C110	74.82'	360.00'	11°54'36"	S83°17'59"E	74.68'
C111	28.40'	300.00'	5°25'18"	S89°29'51"E	28.45'
C112	55.11'	357.50'	8°49'15"	N85°59'33"W	55.10'
C113	66.01'	275.00'	13°45'14"	N85°53'51"E	65.86'
C114	68.56'	275.00'	14°17'05"	N85°59'59"E	68.39'
C115	58.23'	357.50'	9°19'54"	N81°41'31"W	58.17'
C116	96.55'	357.50'	9°37'40"	N72°35'53"W	96.31'
C117	8.12'	275.00'	1°41'32"	N89°08'52"W	8.12'
C118	0.37'	275.00'	0°07'05"	N89°11'19"E	0.37'
C119	34.67'	160.00'	12°24'50"	N52°53'32"E	34.60'
C120	58.38'	357.50'	9°09'09"	N63°05'06"W	58.32'
C121	56.34'	357.50'	8°46'39"	N54°37'34"W	56.28'
C122	18.54'	60.00'	17°42'08"	N41°18'01"W	18.47'
C123	49.25'	60.00'	47°01'36"	N04°55'49"W	47.88'
C124	22.65'	60.00'	21°37'38"	N22°22'23"E	22.50'
C125	34.38'	1016.00'	1°56'20"	S35°12'38"W	34.38'
C126	68.88'	839.48'	4°42'03"	S38°11'51"W	68.86'
C127	60.36'	839.48'	4°07'26"	S33°46'46"W	60.34'
C128	5.82'	1016.00'	0°19'42"	S34°04'37"W	5.82'
C129	60.18'	839.48'	4°06'26"	S29°39'06"W	60.17'
C130	5.24'	486.33'	0°14'15"	S31°01'23"W	5.24'
C131	70.16'	789.33'	5°05'36"	S28°19'48"W	70.14'
C132	57.72'	839.48'	3°56'25"	S25°38'34"W	57.71'
C133	58.51'	639.48'	5°14'47"	S21°40'59"W	58.49'
C134	65.92'	789.33'	4°50'22"	S23°07'02"W	65.90'
C135	65.99'	789.33'	4°47'43"	S18°29'28"W	65.97'
C136	58.25'	839.48'	3°58'37"	S17°42'20"W	58.24'
C137	16.53'	839.48'	1°08'01"	S15°08'23"W	16.85'
C138	40.96'	332.50'	4°24'25"	S12°31'50"W	40.95'
C139	14.53'	760.33'	1°04'56"	S10°32'57"W	14.53'
C140	52.17'	674.50'	4°26'25"	S12°54'23"W	52.75'
C142	57.63'	532.96'	6°11'21"	S07°03'36"W	57.59'
C228	29.98'	20.00'	84°29'59"	S57°51'51"W	29.57'
C230	39.28'	20.00'	90°43'04"	N39°01'37"W	27.47'
C231	51.39'	374.50'	4°42'27"	S09°23'32"W	51.29'
C235	29.96'	20.00'	85°49'30"	N32°34'57"W	27.24'
C237	8.02'	799.50'	0°28'90"	S75°16'42"E	8.05'
C238	65.35'	799.50'	4°40'59"	S72°14'54"E	65.33'
C239	59.24'	795.50'	4°16'15"	S68°15'22"E	59.22'
C240	59.24'	795.50'	4°16'15"	S64°00'39"E	59.22'
C241	59.24'	795.50'	4°16'15"	S59°44'56"E	59.22'
C242	51.77'	795.50'	3°43'23"	S55°47'23"E	51.7'
C243	26.74'	20.00'	95°12'26"	S86°27'36"W	27.05'
C246	32.95'	20.00'	9°19'22"	N05°48'05"W	23.05'
C254	39.66'	20.00'	87°48'54"	N43°39'16"E	27.74'
C256	76.35'	3975.00'	1°06'09"	N49°11'19"E	76.35'
C256	75.33'	4625.00'	1°09'41"	N49°09'55"E	75.33'
C257	32.84'	20.00'	94°05'34"	S07°21'44"E	29.26'
C258	59.57'	757.00'	4°30'32"	S56°39'46"E	59.56'
C259	66.85'	757.00'	5°03'36"	S61°26'50"E	66.83'
C260	66.85'	757.00'	5°03'34"	S66°30'25"E	66.82'
C261	66.86'	757.00'	5°03'37"	S71°34'01"E	66.84'
C262	18.47'	757.00'	1°23'52"	S74°47'46"E	18.47'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C263	39.18'	20.00'	83°47'26"	N61°46'35"E	27.49'
C264	90.0'	674.50'	7°38'45"	S21°32'15"W	89.94'
C265	73.17'	674.50'	6°12'39"	S29°14'57"W	73.13'
C266	34.92'	20.00'	100°02'07"	N13°06'47"W	30.55'
C267	25.03'	132.50'	10°49'28"	N73°32'34"W	24.99'
C268	1.80'	357.50'	0°17'31"	S78°23'32"E	7.24'
C269	58.92'	357.50'	9°26'56"	S73°11'19"E	58.86'
C270	58.92'	357.50'	9°26'56"	S63°44'23"E	58.86'
C271	58.92'	357.50'	9°26'56"	S54°17'28"E	58.86'
C272	50.67'	357.50'	8°07'09"	S45°24'01"E	50.62'
C273	50.56'	242.00'	8°01'27"	S81°12'17"W	27.65'
C274	73.70'	275.00'	15°21'17"	N38°05'41"E	73.70'
C275	77.22'	357.50'	12°22'47"	N38°04'54"E	77.21'
C276	29.29'	25.00'	67°08'00"	N04°25'56"W	27.65'
C277	20.87'	357.50'	3°20'41"	S15°52'50"E	20.87'
C288	19.35'	532.50'	1°39'42"	S44°51'03"E	19.35'
C285	34.26'	20.00'	98°09'15"	N25°30'26"E	30.22'
C290	52.85'	39.00'	77°38'34"	N39°02'22"E	53.85'
C291	57.20'	575.00'	5°42'28"	N37°48'01"E	57.20'
C292	6.48'	625.00'	0°35'38"	N32°15'05"E	6.48'
C293	56.39'	4025.00'	0°50'44"	N39°04'37"E	56.39'
C294	32.12'	20.00'	92°00'42"	S09°33'10"E	28.77'
C295	60.04'	532.50'	6°27'35"	S50°44'05"E	60.01'
C296	64.10'	557.50'	6°35'26"	S50°40'58"E	64.05'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C297	66.05'	532.50'	7°06'06"	S57°01'03"E	66.05'
C298	19.71'	532.50'	2°07'14"	S53°32'15"W	19.71'
C299	1.05'	167.50'	0°21'40"	N78°46'28"W	1.05'
C300	48.81'	167.50'	16°41'52"	N70°14'17"W	48.64'
C301	29.39'	20.00'	84°11'26"	N76°00'30"E	26.81'
C302	41.52'	101.00'	23°10'01"	S35°07'47"W	41.58'
C303	37.68'	25.00'	86°21'05"	N06°56'45"E	34.21'
C304	26.72'	332.50'	4°36'13"	N52°26'21"W	26.71'
C305	76.03'	332.50'	13°06'06"	N61°18'21"W	75.87'
C306	75.05'	332.50'	13°06'06"	N74°25'27"W	75.83'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C307	62.52'	332.50'	10°46.25"	N88°22'08"W	62.48'
C308	9.05'	365.00'	1°25'15"	N83°05'04"W	9.04'
C309	58.44'	365.00'	9°10'26"	S88°12'34"E	58.38'
C310	58.44'	365.00'	9°10'26"	S77°42'08"E	58.38'
C311	27.36'	395.00'	3°58'08"	S71°07'51"E	27.35'
C312	99.79'	70.00'	81°40'15"	S69°52'21"W	91.56'
C313	59.04'	625.00'	5°24'44"	N62°38'05"E	59.02'
C314	85.05'	575.00'	8°28'14"	N67°37'36"E	84.97'
C315	31.42'	20.00'	90°00'00"	N21°38'31"W	28.28'
C347	224.22'	250.00'	51°23'12"	N24°16'53"E	216.86'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C343	167.35'	1130.00'	8°29'00"	N04°37'47"E	152.77'
C354	56.94'	135.00'	24°09'52"	N10°05'19"E	54.78'
C355	65.54'	150.00'	25°02'17"	N10°09'49"W	64.90'
C377	392.91'	943.50'	23°51'24"	N10°19'25"E	390.07'
C375	96.89'	232.50'	23°51'01"	N35°02'47"E	96.18'
C374	64.05'	42.50'	86°21'03"	N38°56'45"W	58.16'
C375	294.05'	550.00'	41°46'26"	N20°57'55"W	290.51'
C376	146.49'	377.50'	22°14'04"	N39°38'33"W	145.58'
C380	244.59'	648.50'	21°35'40"	S24°25'57"W	243.13'
C381	95.16'	4093.00'	1°22'39"	N76°26'34"E	96.16'
C382	138.96'	600.00'	15°10'46"	N83°03'52"E	138.59'
C383	90.66'	600.00'	8°39'10"	N75°34'27"E	90.58'
C384	63.10'	600.00'	6°01'31"	N83°29'14"E	63.07'
C385	224.83'	1003.00'	12°51'4"	N56°36'30"E	224.37'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C405	19.63'	250.00'	4°29'50"	N12°15'19"E	19.63'
C406	311.78'	774.50'	23°03'54"	N01°57'44"W	309.69'
C410	44.85'	155.00'	16°34.32"	N70°23'32"W	44.56'
C411	271.60'	850.50'	29°17'39"	N54°48'29"W	268.85'
C412	61.00'	550.00'	6°21'24"	N47°28'57"W	60.99'
C439	927.32'	825.00'	64°24'06"	N37°37'42"E	879.21'
C423	37.34'	250.00'	8°33'26"	N41°26'34"W	37.30'
C447	51.05'	32.50'	90°00'00"	N84°49'47"E	45.96'
C448	28.52'	273.50'	5°58'25"	N53°00'23"W	28.53'
C449	25.07'	20.00'	73°51'41"	S 9°22'49"E	23.94'
C456	7.40'	150.00'	2°49'56"	N16°10'54"E	7.40'
C452	27.22'	20.00'	77°58.07"	S85°40'55"W	25.17'
C453	20.02'	232.50'	5°08'22"	N52°11'58"W	20.01'
C454	14.27'	22.50'	36°36'00"	N31°52'15"W	14.03'
C455	60.85'	40.50'	77°47'21"	S16°39'04"E	56.29'
C456	13.85'	22.50'	35°15'27"	N67°16'56"W	13.62'
C457	51.05'	32.50'	90°00'00"	N05°10'15"E	45.96'
C458	366.61'	850.00'	24°42'19"	S27°33'36"W	363.80'

LINE TABLE		
LINE	LENGTH	BEARING
L3	27.53'	S66°26'13"E
L4	5.79'	N51°44'22"W
L5	26.51'	N58°43'4"W
L2	21.0'	N[illegible]°30'16"E
L13	21.18'	N52°25'47"W
L15	56.44'	N61°54'46"E
L18	34.76'	N50°16'15"W
L22	3.23'	S7°0'34"E
L25	11.42'	S0°44'17"E
L30	10.00'	N89°15'43"E
L31	14.70'	S0°44'17"E

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	13,722	0.315
B	16,437	0.377
C	1,261	0.029
D	992	0.023
F	61,329	1.408
G	47,042	1.080
G	759,734	18.150
H	283,140	6.507
J	99,249	2.278
J	261	0.006
K	670,057	5.383
L	1,530,085	35.196
M	26,137	0.600
N	16,437	0.377
O	12,901	0.296
P	13,969	0.311
Q	351,060	8.059
R	4,039	0.093

PREPARED BY:

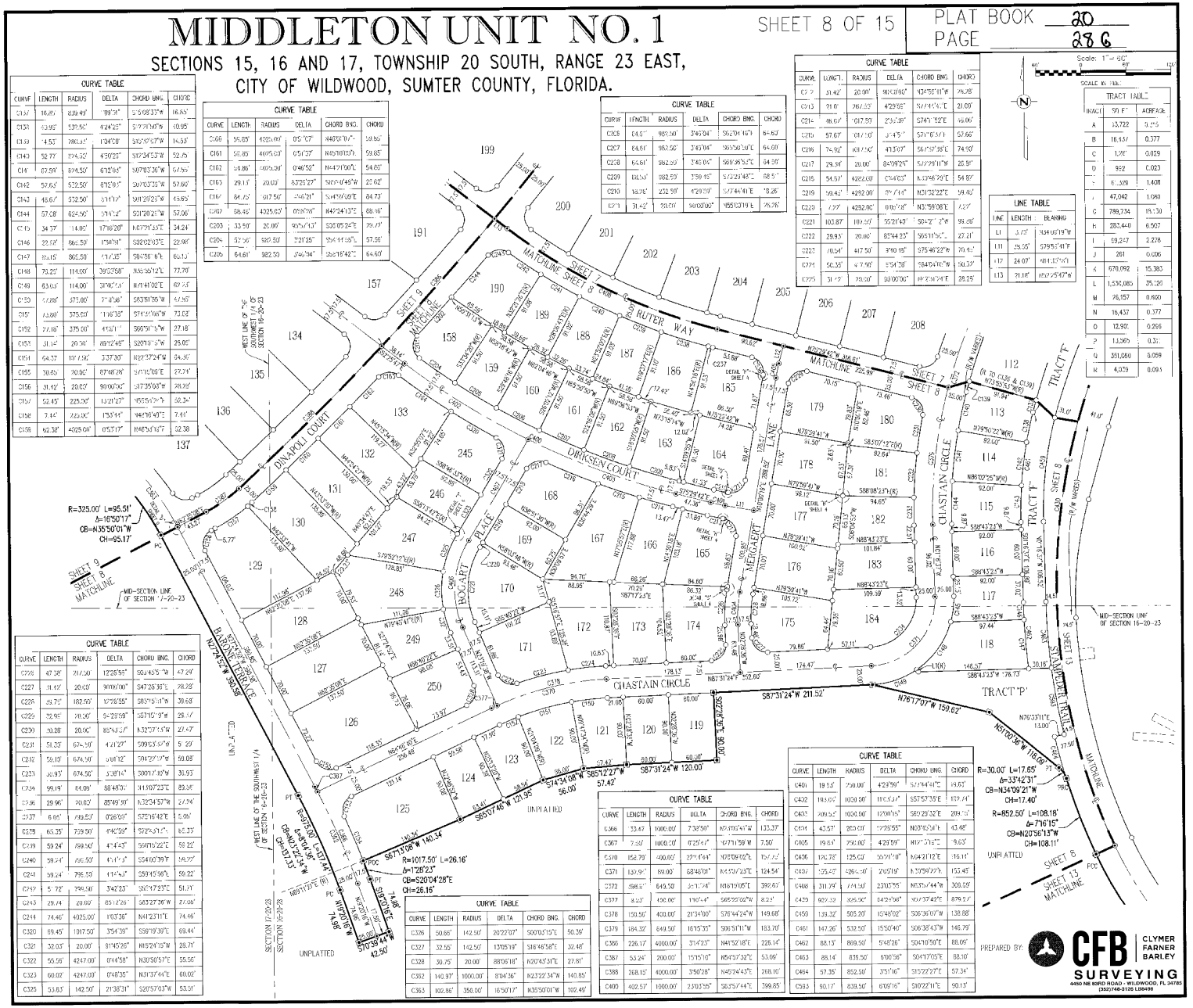
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB6898

MIDDLETON UNIT NO. 1

SHEET 8 OF 15

PLAT BOOK 20
PAGE 286

SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C157	16.85'	850.49'	1°08'28"	S15°08'33"W	16.85'
C158	49.95'	530.50'	5°23'25"	S17°31'09"W	49.95'
C159	14.53'	780.50'	1°04'00"	S12°59'57"W	14.53'
C160	52.73'	874.50'	3°27'25"	S13°34'53"W	52.73'
C161	67.59'	874.50'	4°25'55"	S17°03'26"W	67.56'
C162	57.65'	532.50'	6°12'01"	S20°03'25"W	57.66'
C163	48.6'	532.50'	5°13'47"	S23°28'23"W	48.65'
C164	57.08'	624.50'	5°14'12"	S23°20'25"W	57.06'
C165	34.37'	114.00'	17°16'20"	N37°21'35"E	34.24'
C166	22.57'	886.50'	1°27'51"	S22°02'03"E	22.96'
C167	89.15'	866.50'	5°53'35"	S26°56'16"E	89.11'
C168	78.23'	114.00'	39°19'58"	N36°56'12"E	77.70'
C169	63.63'	114.00'	31°58'43"	N71°41'02"E	62.78'
C170	77.08'	573.00'	7°42'08"	S83°51'35"W	77.02'
C171	73.80'	375.00'	11°16'35"	S74°32'00"W	73.68'
C172	27.18'	375.00'	4°09'11"	S66°01'15"W	27.18'
C173	31.14'	20.50'	87°02'49"	S29°01'15"W	28.26'
C174	64.37'	117.50'	31°23'30"	N22°37'24"W	64.36'
C175	30.85'	20.50'	86°13'28"	S47°15'09"E	27.74'
C176	31.42'	20.00'	90°00'00"	S17°35'00"W	28.28'
C177	52.45'	225.00'	13°21'27"	N55°54'43"E	52.34'
C178	7.46'	225.00'	1°53'44"	N48°36'49"E	7.46'
C179	52.38'	4025.00'	0°53'37"	N46°53'16"E	52.38'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C066	96.85'	4025.00'	0°55'02"	N48°01'01"E	96.85'
C161	96.85'	4025.00'	0°55'02"	N48°01'01"E	96.85'
C162	64.86'	4025.00'	0°46'52"	N46°31'00"E	64.86'
C163	29.15'	20.00'	83°29'27"	S80°10'45"W	26.62'
C164	84.75'	317.50'	15°18'21"	S04°09'09"E	84.73'
C202	68.46'	4025.00'	0°58'28"	N44°24'13"E	68.46'
C203	33.50'	25.00'	90°54'43"	S35°05'24"E	31.07'
C204	57.56'	982.50'	3°21'25"	S04°44'55"E	57.56'
C205	64.61'	982.50'	3°46'04"	S08°16'42"E	64.60'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C206	64.0'	982.50'	3°43'04"	S04°04'16"E	64.60'
C207	64.84'	982.50'	3°46'04"	S00°56'30"E	64.00'
C208	64.84'	982.50'	3°46'04"	S69°36'5.2"E	64.50'
C209	66.03'	982.50'	3°50'45"	S72°29'48"E	66.5'
C210	16.76'	232.50'	4°07'59"	S27°44'41"E	16.26'
C211	31.42'	20.00'	90°00'00"	N55°03'19"E	28.28'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C212	31.42'	20.00'	90°00'00"	N34°56'41"W	28.28'
C213	21.0'	782.50'	4°29'55"	S27°44'41"E	21.00'
C214	46.0'	317.50'	2°30'38"	S24°13'52"E	46.00'
C215	57.67'	317.50'	3°14'5"	S27°6'5.1"	57.66'
C216	74.92'	317.50'	4°13'07"	S34°59'35"E	74.90'
C217	29.8'	20.00'	84°79'2"	S27°59'11"W	26.8'
C218	54.57'	4282.00'	0°44'03"	N37°58'29"E	54.57'
C219	59.42'	4282.00'	0°47'41"	N38°32'23"E	59.42'
C220	4.27'	4282.00'	0°0'2'8"	N37°59'08"E	4.27'
C221	103.87'	107.50'	55°21'49"	S04°21'27"W	99.86'
C222	29.83'	20.00'	85°44'23"	S65°11'5"E	27.21'
C223	70.54'	417.50'	9°40'15"	S75°46'22"E	70.45'
C224	50.35'	417.50'	6°54'38"	S84°04'45"E	50.37'
C225	31.42'	20.00'	90°00'00"	N5°23'41"E	28.28'

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.77'	N34°05'19"W
L11	28.05'	S79°57'41"E
L12	24.07'	N81°37'01"
L13	21.18'	N50°25'47"W

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	13,722	0.315
B	16,457	0.377
C	1,261	0.029
D	992	0.023
E	61,329	1.408
F	47,042	1.080
G	789,734	18.130
H	283,440	6.507
I	99,247	2.278
J	261	0.006
K	670,092	15.383
L	1,530,085	35.126
M	26,157	0.600
N	16,437	0.377
O	12,991	0.298
P	13,565	0.31
Q	351,080	8.059
R	4,029	0.093

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C226	47.38'	20.00'	135°28'55"	S60°43'5."W	47.29'
C227	31.42'	20.00'	90°00'00"	S47°26'36"E	28.28'
C228	69.72'	182.50'	10°55'55"	S85°5'.1"W	39.68'
C229	32.95'	20.00'	94°29'59"	S67°15'.9"W	29.37'
C230	30.28'	20.00'	85°43.2"	N32°27'.5"W	27.47'
C231	58.23'	674.50'	4°21'27"	S09°03'.5"W	5.29'
C232	58.13'	674.50'	5°01'12"	S04°22'19"W	59.08'
C233	36.93'	674.50'	3°08'14"	S00°17'.89"W	36.93'
C234	99.19'	64.00'	88°48'01"	N11°07'23"E	89.58'
C235	29.96'	20.00'	85°49'.90"	N32°34'57"W	27.24'
C237	6.05'	499.50'	0°26'00"	S72°16'42"E	5.05'
C238	65.35'	739.50'	4°46'59"	S72°53'51.5"-	65.33'
C239	59.24'	799.50'	4°14'43"	S69°15'22"E	59.22'
C240	59.24'	799.50'	4°14'43"	S64°00'39"E	59.22'
C241	59.24'	799.50'	4°14'43"	S59°45'56"E	59.22'
C242	5.72'	799.50'	3°42'23"	S56°47'23"E	51.71'
C243	29.14'	20.00'	85°12'26"	S63°27'36"W	27.06'
C244	74.46'	4025.00'	1°03'36"	N41°23'11"E	74.46'
C320	69.45'	1017.50'	3°54'39"	S59°19'39"E	69.44'
C321	32.03'	20.00'	91°45'26"	N15°24'15"W	28.71'
C322	55.56'	4247.00'	0°44'58"	N30°50'57"E	55.56'
C323	60.02'	4247.00'	0°48'35"	N31°37'44"E	60.02'
C325	53.83'	142.50'	21°38'31"	S28°57'03"W	53.51'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C326	50.66'	142.50'	20°22'07"	S00°03'15"E	50.39'
C327	32.55'	142.50'	13°05'19"	S16°46'58"E	32.48'
C328	30.75'	20.00'	88°06'18"	N20°43'31"E	27.81'
C362	140.97'	1000.00'	8°04'36"	N23°22'34"W	140.85'
C363	102.86'	350.00'	16°50'17"	N35°50'01"W	102.49'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C366	33.47'	1000.00'	2°18'50"	N5°09'41"W	133.37'
C367	7.50'	1000.00'	0°25'47"	N7°19'59"W	7.50'
C370	152.79'	400.00'	21°53'04"	N18°09'02"E	151.82'
C371	137.97'	88.00'	68°40'01"	N43°20'23"E	124.54'
C372	598.5'	645.50'	53°7'.24"	N16°19'05"E	392.67'
C377	8.23'	400.00'	1°10'44"	S65°22'02"W	8.23'
C378	150.56'	400.00'	21°34'00"	S76°44'24"W	149.68'
C379	184.32'	649.50'	16°15'35"	S06°51'11"W	183.70'
C386	226.17'	4000.00'	3°14'23"	N41°52'18"E	226.14'
C387	53.24'	200.00'	15°15'10"	N54°57'32"E	53.09'
C388	268.15'	4000.00'	3°50'28"	N45°24'43"E	268.10'
C400	402.57'	1000.00'	23°03'55"	S63°57'44"E	399.85'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C401	19.5'	250.00'	4°28'59"	S27°44'41"E	19.65'
C402	183.04'	1030.00'	10°10'34"	S57°57'35"E	182.74'
C403	209.52'	1030.00'	12°00'15"	S69°29'32"E	209.13'
C404	43.57'	203.00'	12°25'55"	N03°45'04"E	43.48'
C405	19.64'	250.00'	4°29'59"	N10°31'12"E	9.63'
C406	120.73'	125.00'	55°21'00"	N04°21'12"E	116.11'
C407	135.43'	426.50'	2°0'519"	N35°59'27"E	155.45'
C408	311.79'	774.50'	23°03'55"	N63°5'44"W	309.59'
C429	922.32'	825.50'	64°0'.98"	N07°37'40"E	876.2'
C459	139.32'	565.20'	15°45'02"	S06°36'07"W	138.88'
C461	147.26'	532.50'	15°50'40"	S06°38'43"W	146.79'
C462	88.13'	869.50'	5°48'26"	S04°10'59"E	88.09'
C463	88.14'	839.50'	6°00'56"	S04°17'05"E	88.10'
C464	57.35'	852.50'	3°51'16"	S15°22'27"E	57.34'
C593	90.17'	839.50'	6°09'16"	S10°22'11"E	90.13'

PREPARED BY:

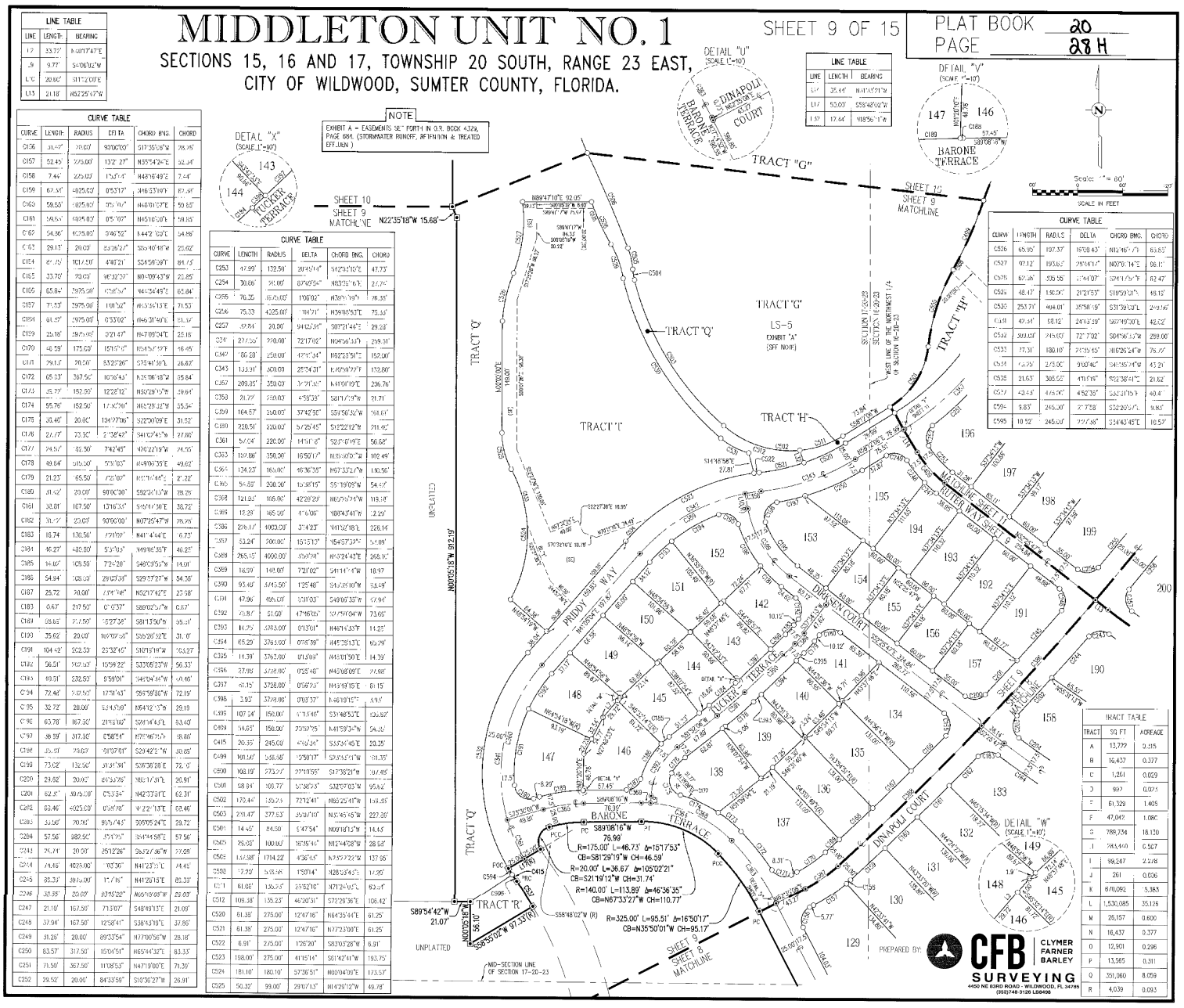
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB6496

MIDDLETON UNIT NO. 1

SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 9 OF 15

PLAT BOOK 20
PAGE 28 H



NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684, (STORMWATER RUNOFF, RETENTION & TREATED EFF. LINE)

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.77'	N40°17'47"E
L9	9.77'	S49°06'02"W
L10	20.00'	S11°12'07"E
L13	21.18'	N82°25'47"W

LINE TABLE		
LINE	LENGTH	BEARING
L17	35.14'	N41°45'21"W
L18	52.03'	S58°42'02"W
L19	17.44'	N18°56'11"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C126	31.42'	20.00'	90°00'00"	S17°35'18"W	28.28'
C157	52.45'	225.00'	13°21'27"	N35°54'24"E	52.34'
C158	7.44'	225.00'	1°53'41"	N48°16'49"E	7.44'
C159	67.36'	4025.00'	0°57'31"	N46°53'19"E	67.36'
C160	58.55'	4025.00'	0°50'00"	N46°01'07"E	58.55'
C161	58.55'	4025.00'	0°50'00"	N45°10'07"E	58.55'
C162	54.36'	4025.00'	0°46'25"	N44°12'20"E	54.36'
C163	29.13'	20.00'	83°26'27"	S80°40'18"W	26.62'
C164	61.27'	1014.28'	4°18'21"	S24°56'29"E	61.26'
C165	33.70'	20.00'	96°32'07"	N0°09'43"W	29.85'
C166	65.84'	2975.00'	1°16'00"	N44°34'49"E	65.84'
C167	71.53'	2975.00'	1°22'32"	N43°05'13"E	71.53'
C168	61.27'	2975.00'	0°53'02"	N46°21'46"E	61.27'
C169	25.18'	2975.00'	0°29'04"	N47°09'04"E	25.18'
C170	46.59'	175.00'	15°15'01"	N54°54'19"E	46.45'
C171	29.13'	20.00'	83°25'26"	S75°41'30"E	26.62'
C172	65.23'	367.50'	10°10'43"	N35°08'18"W	65.14'
C173	35.77'	182.50'	11°13'12"	N50°29'12"W	35.64'
C174	55.76'	182.50'	17°30'00"	N65°28'12"W	55.54'
C175	35.46'	20.00'	101°33'06"	S22°00'09"E	31.02'
C176	21.77'	23.50'	53°08'42"	S41°02'41"W	21.00'
C177	24.57'	62.50'	7°42'45"	N70°22'19"W	24.55'
C178	49.84'	315.50'	5°39'03"	N49°06'35"E	49.62'
C179	21.23'	65.50'	18°34'07"	N51°14'44"E	21.22'
C180	31.42'	20.00'	90°00'00"	S82°04'13"W	28.28'
C181	38.81'	167.50'	13°16'35"	S15°41'30"E	38.72'
C182	31.42'	20.00'	90°00'00"	N07°25'47"W	28.28'
C183	16.74'	130.56'	7°20'59"	N41°44'44"E	16.73'
C184	46.27'	430.50'	5°30'53"	N49°06'35"E	46.25'
C185	14.00'	105.50'	7°36'20"	S46°03'05"W	14.00'
C186	54.94'	105.50'	29°49'39"	S29°57'27"W	54.35'
C187	25.72'	20.00'	73°41'44"	N52°17'42"E	23.98'
C188	0.67'	217.50'	0°10'37"	S88°02'53"W	0.67'
C189	95.61'	217.50'	25°27'28"	S81°13'50"E	95.11'
C190	35.62'	20.00'	101°59'28"	S55°28'32"E	31.10'
C191	104.42'	202.50'	29°32'45"	S10°15'19"W	103.27'
C192	56.51'	202.50'	15°59'22"	S32°05'27"W	56.33'
C193	10.31'	232.50'	2°32'45"	S46°04'46"W	10.30'
C194	72.48'	232.50'	17°51'43"	S55°36'36"W	72.19'
C195	32.72'	20.00'	93°43'59"	N64°12'57"E	29.19'
C196	63.78'	167.50'	21°49'16"	S24°14'43"E	63.40'
C197	38.59'	317.50'	6°58'14"	N77°46'25"E	38.56'
C198	35.59'	70.00'	29°07'01"	S29°42'12"W	35.20'
C199	73.02'	132.50'	31°34'38"	S26°36'28"E	72.10'
C200	23.62'	20.00'	67°38'26"	N85°17'31"E	20.91'
C201	62.31'	50.00'	71°23'54"	N42°33'01"E	62.31'
C202	68.46'	4025.00'	0°58'28"	N42°22'13"E	68.46'
C203	53.56'	70.00'	43°50'46"	S65°05'24"E	52.72'
C204	57.56'	382.50'	8°37'27"	S61°44'58"E	57.56'
C243	24.74'	20.00'	35°22'26"	S82°24'36"W	24.08'
C244	78.48'	4025.00'	1°07'06"	N41°23'51"E	78.48'
C245	85.33'	3975.00'	1°13'16"	N41°20'15"E	85.33'
C246	38.35'	20.00'	109°52'28"	N65°49'28"W	32.83'
C247	21.10'	167.50'	7°13'07"	S48°49'13"E	21.09'
C248	37.94'	167.50'	12°58'41"	S38°43'10"E	37.86'
C249	31.28'	20.00'	89°33'54"	N77°00'56"W	28.18'
C250	83.57'	317.50'	15°04'51"	N65°44'32"E	83.33'
C251	71.59'	367.50'	11°08'53"	N47°19'00"E	71.46'
C252	29.52'	20.00'	84°33'59"	S10°36'27"W	26.91'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C253	47.99'	132.50'	20°45'14"	S42°04'10"E	47.73'
C254	30.66'	20.00'	87°49'54"	N83°31'16"E	27.75'
C255	76.35'	55.00'	79°31'02"	N39°01'39"E	70.35'
C256	75.33'	4325.00'	1°06'51"	N39°08'53"E	75.33'
C257	29.84'	20.00'	84°00'34"	S07°21'44"E	29.28'
C24	277.55'	230.00'	72°17'02"	N64°56'34"E	259.51'
C342	86.28'	250.00'	19°46'34"	N82°23'51"E	152.00'
C343	133.31'	300.00'	25°34'21"	N79°09'09"E	132.80'
C357	209.35'	350.00'	34°16'26"	N41°01'19"E	206.76'
C358	21.77'	250.00'	4°59'35"	S61°17'57"W	21.71'
C359	164.57'	250.00'	37°42'56"	S54°56'32"W	161.61'
C360	220.51'	220.00'	57°25'45"	S12°22'12"W	211.46'
C361	57.04'	220.00'	14°51'07"	S23°10'19"E	56.88'
C362	109.88'	350.00'	18°50'17"	N35°16'07"W	109.44'
C364	134.23'	183.00'	46°36'35"	N67°33'27"W	130.56'
C365	54.85'	200.00'	15°36'15"	S51°19'05"W	54.69'
C368	121.92'	165.00'	42°20'29"	N62°59'34"W	119.18'
C385	12.28'	165.00'	4°16'06"	N84°43'41"E	12.28'
C386	226.17'	4003.00'	3°14'23"	N41°52'18"E	226.14'
C387	53.24'	200.00'	15°15'13"	N54°37'37"E	53.09'
C388	265.15'	4000.00'	3°47'58"	N43°24'43"E	265.10'
C389	18.59'	148.00'	7°21'02"	S41°11'16"W	18.57'
C390	93.49'	3443.50'	1°33'48"	S45°35'10"W	93.49'
C391	47.96'	495.00'	5°31'03"	S49°06'33"W	47.94'
C392	73.82'	51.00'	47°16'02"	S27°59'04"W	73.05'
C393	14.75'	3783.00'	0°13'24"	N46°14'33"E	14.75'
C394	65.29'	3763.00'	0°59'39"	N45°35'13"E	65.29'
C395	14.39'	3763.00'	0°13'09"	N45°01'50"E	14.39'
C396	27.98'	3728.00'	0°25'48"	N45°08'09"E	27.98'
C397	21.15'	3728.00'	0°36'23"	N45°19'15"E	21.15'
C398	2.93'	3728.00'	0°03'37"	N45°01'01"E	2.93'
C399	107.24'	150.00'	41°43'46"	S31°48'53"E	104.92'
C409	54.65'	150.00'	20°52'25"	N41°59'34"W	54.35'
C415	20.35'	245.00'	4°45'34"	S55°36'46"E	20.35'
C499	103.56'	245.00'	24°12'17"	S67°55'21"W	102.79'
C500	168.19'	273.27'	35°15'58"	S17°38'21"W	165.55'
C501	58.94'	105.77'	31°56'20"	S32°07'03"W	58.18'
C502	170.44'	139.23'	70°12'41"	N65°25'41"W	159.95'
C503	231.47'	277.53'	47°47'10"	N31°45'45"W	224.80'
C504	14.42'	84.50'	9°47'54"	N00°18'13"W	14.41'
C505	29.08'	100.00'	16°39'46"	N12°44'08"W	28.98'
C506	137.58'	1714.22'	4°36'45"	N37°22'22"W	137.55'
C508	17.72'	5.68.68'	1°50'14"	N28°03'43"E	17.70'
C511	61.00'	139.23'	25°06'16"	N71°24'05"E	60.51'
C512	109.38'	135.23'	46°20'31"	S72°29'36"E	106.42'
C520	61.38'	275.00'	12°47'16"	N64°35'44"E	61.25'
C521	61.38'	275.00'	12°47'16"	N77°23'00"E	61.25'
C522	6.91'	275.00'	1°26'20"	S83°03'28"W	6.91'
C523	198.00'	275.00'	41°15'14"	S61°42'41"W	193.75'
C524	181.10'	180.10'	57°36'51"	N00°04'09"E	173.57'
C525	50.32'	99.00'	29°07'13"	N14°25'12"W	49.78'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C526	65.95'	197.37'	19°08'43"	N12°46'17"E	65.63'
C527	97.12'	193.65'	28°43'41"	N07°01'14"E	96.11'
C528	62.36'	535.56'	6°40'07"	S74°17'57"W	62.47'
C529	48.47'	150.00'	21°21'53"	S19°59'31"E	48.18'
C530	253.71'	484.01'	30°58'49"	S31°39'03"E	249.96'
C531	40.34'	58.12'	24°43'39"	S69°49'00"E	40.02'
C532	369.03'	245.00'	72°32'02"	S04°46'57"W	338.00'
C533	77.31'	180.10'	24°35'45"	N10°26'24"W	76.73'
C534	43.25'	275.00'	9°00'46"	S46°55'47"W	43.21'
C535	21.63'	305.50'	4°03'16"	S52°38'41"E	21.62'
C537	42.45'	415.00'	5°52'35"	S53°39'15"E	40.4'
C594	9.83'	245.00'	2°17'58"	S52°20'51"E	9.83'
C595	10.52'	245.00'	2°27'58"	S54°43'45"E	10.52'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	13,779	0.316
B	16,437	0.377
C	1,261	0.029
D	992	0.023
E	61,329	1.408
F	47,042	1.080
G	799,734	18.170
I	285,440	6.552
J	99,247	2.278
J	261	0.006
K	670,092	15.383
L	1,530,085	35.126
M	26,157	0.600
N	16,437	0.377
O	12,901	0.296
P	13,565	0.311
Q	351,060	8.059
R	4,039	0.093

PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3128 LB6406

MIDDLETON UNIT NO. 1

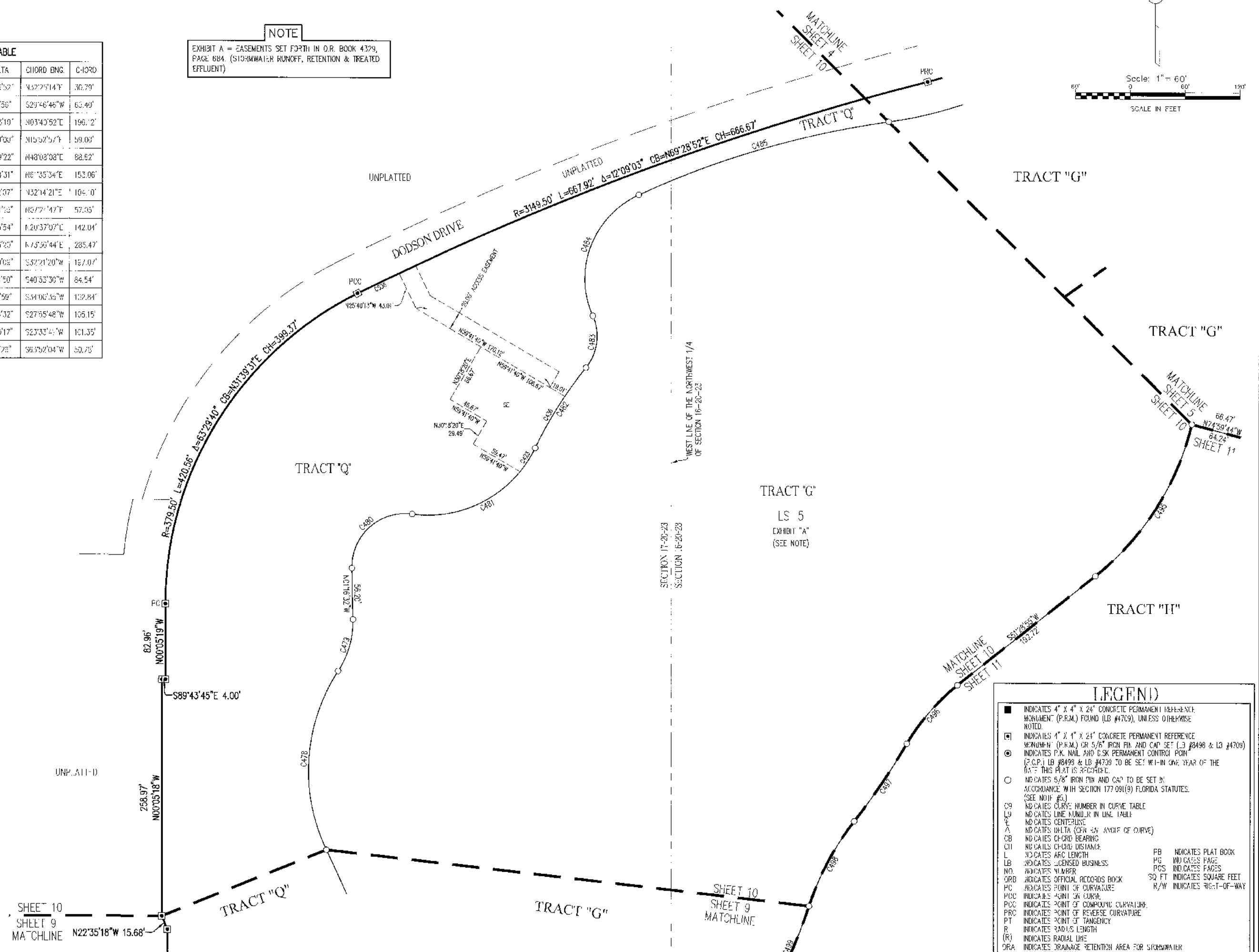
SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 20
PAGE 28 I

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C473	30.86'	130.54'	13°33'52"	N32°25'14"E	30.79'
C436	65.45'	452.80'	8°16'56"	S29°46'46"W	65.40'
C478	204.97'	200.00'	58°43'10"	S03°40'52"E	196.12'
C479	59.89'	100.00'	34°19'00"	S15°52'57"E	59.00'
C480	100.64'	58.35'	98°49'22"	N48°08'08"E	88.62'
C481	163.59'	130.54'	71°54'31"	N81°35'34"E	153.06'
C482	104.33'	452.80'	13°12'07"	N32°14'21"E	104.10'
C483	60.01'	54.70'	62°51'53"	N07°24'47"E	57.05'
C484	157.49'	101.09'	89°15'54"	N20°37'07"E	142.04'
C485	286.49'	981.60'	16°43'20"	N73°56'44"E	285.47'
C495	200.77'	300.37'	38°10'08"	S52°21'20"W	197.07'
C496	85.02'	230.00'	21°10'50"	S40°53'30"W	84.54'
C497	102.91'	795.07'	7°24'59"	S34°06'36"W	102.84'
C498	105.66'	309.25'	19°34'32"	S27°55'48"W	105.15'
C499	101.50'	536.58'	10°50'17"	S23°33'41"W	101.35'
C536	50.78'	3149.50'	0°55'26"	S63°52'04"W	50.78'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	13,722	0.315
B	16,437	0.377
C	1,261	0.029
D	992	0.023
E	61,329	1.408
F	47,042	1.080
G	789,734	18.130
H	283,440	6.507
I	99,247	2.278
J	261	0.006
K	670,092	15.383
L	1,530,085	35.126
M	26,157	0.600
N	16,437	0.377
O	12,901	0.296
P	13,565	0.311
Q	351,060	8.059
R	4,039	0.093



LEGEND

■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
▣	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #8498 & LB #4709)
⊙	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #8498 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

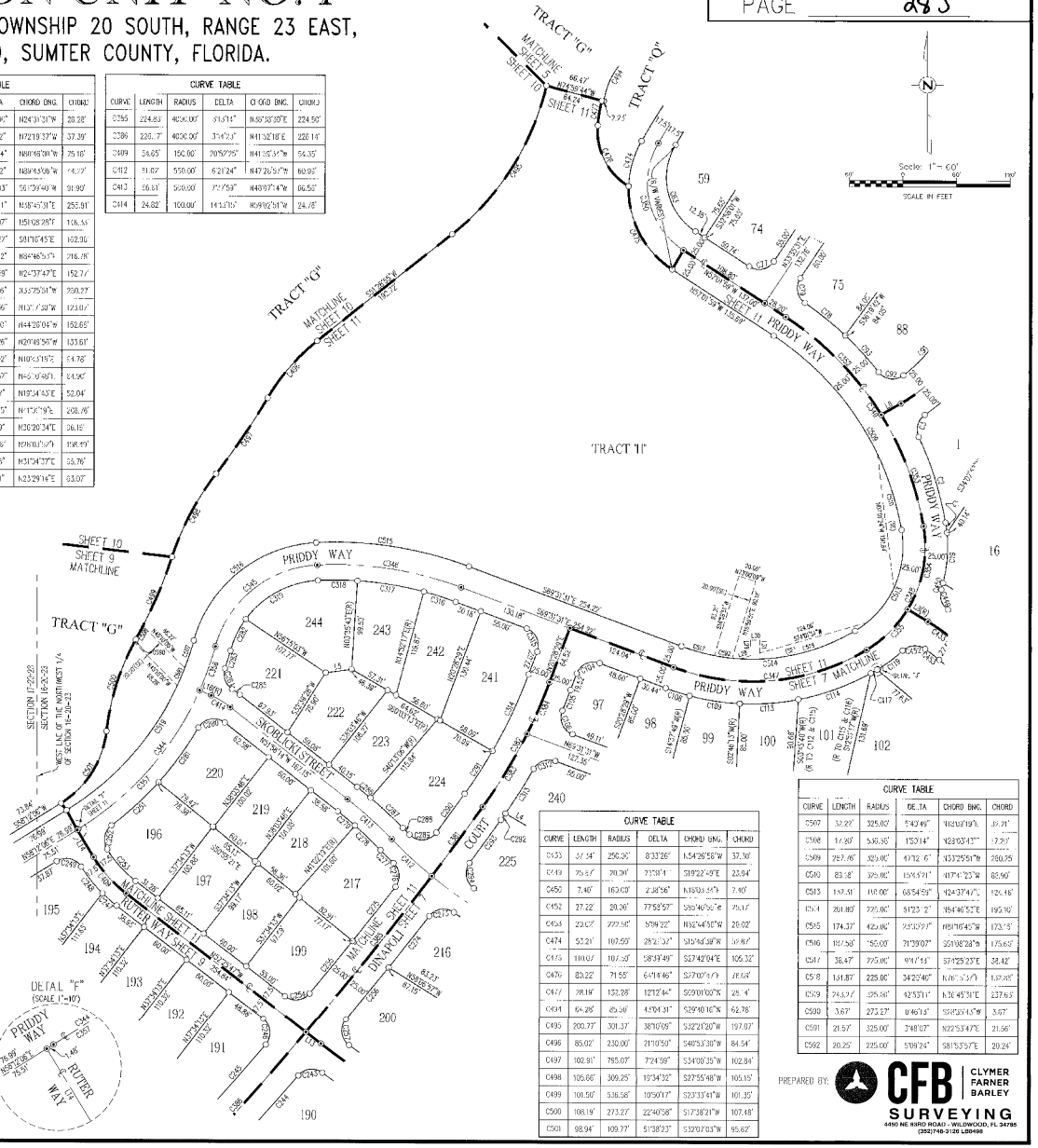
PREPARED BY: CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

MIDDLETON UNIT NO. 1

SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 11 OF 15

PLAT BOOK 20
PAGE 89 J



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	11.99'	120.00'	4°00'56"	N67°46'15"W	11.99'
C2	100.52'	375.00'	15°21'23"	N71°35'27"W	100.23'
C3	25.11'	20.00'	90°22'40"	S15°01'45"W	22.85'
C19	57.10'	150.00'	21°48'50"	N84°33'39"W	56.76'
C63	69.82'	71.50'	55°57'24"	S 51°01'58"E	67.08'
C77	31.25'	20.00'	89°32'36"	N78°16'46"E	28.15'
C78	54.54'	375.00'	8°19'53"	N82°11'38"W	54.49'
C79	31.14'	20.00'	89°12'16"	S11°09'26"E	28.09'
C91	55.63'	150.00'	21°14'36"	N49°17'25"E	55.31'
C92	30.85'	20.00'	88°22'08"	S82°28'58"E	27.88'
C93	55.48'	125.00'	25°26'12"	N42°32'12"W	55.03'
C104	31.42'	20.00'	90°00'00"	S65°22'29"W	28.28'
C105	24.73'	625.00'	2°15'51"	N21°30'24"E	24.73'
C106	32.21'	20.00'	92°15'51"	S23°22'36"E	28.84'
C108	28.00'	975.00'	1°38'38"	S72°26'53"E	28.00'
C109	56.92'	275.00'	11°51'26"	S81°17'59"E	56.82'
C112	86.00'	275.00'	17°54'14"	N85°53'36"E	85.66'
C114	86.56'	975.00'	5°05'02"	N89°36'56"E	86.53'
C117	8.12'	275.00'	1°41'32"	N80°08'07"E	8.12'
C118	0.97'	275.00'	0°12'08"	N89°11'19"E	0.97'
C119	34.62'	100.00'	19°50'20"	S63°53'22"E	34.45'
C243	29.74'	20.00'	85°12'20"	S83°27'35"W	27.06'
C244	74.46'	4025.00'	1°03'36"	N41°23'11"E	74.46'
C245	59.39'	38.00'	89°32'15"	N11°28'15"E	53.50'
C246	32.53'	20.00'	93°10'22"	N85°18'06"W	29.08'
C247	2.10'	167.50'	0°43'07"	S48°43'13"E	21.02'
C248	37.44'	167.50'	12°48'41"	S54°43'19"E	37.36'
C249	31.26'	20.00'	89°33'54"	N7°04'56"W	28.16'
C251	71.56'	167.50'	24°29'03"	N47°19'05"E	71.02'
C252	20.32'	20.00'	84°38'49"	S10°36'17"W	18.51'
C253	44.95'	132.50'	19°25'14"	S42°03'10"E	44.73'
C254	30.96'	20.00'	57°40'51"	N43°54'18"E	29.74'
C255	70.35'	3975.00'	1°00'52"	N39°11'15"E	70.35'
C256	75.33'	4025.00'	1°04'21"	N39°08'53"E	75.33'
C257	32.84'	20.03'	94°05'14"	S07°21'44"E	29.26'
C273	30.15'	20.03'	86°13'22"	S81°11'27"W	27.40'
C274	73.70'	4025.00'	1°02'57"	N38°05'51"E	73.69'
C275	77.77'	3975.00'	1°07'14"	N38°04'15"E	77.21'
C276	29.23'	20.03'	83°36'40"	S86°25'59"E	26.71'
C277	20.67'	567.50'	2°05'14"	S45°20'32"E	20.67'
C278	39.22'	682.50'	3°17'26"	N46°37'56"E	39.21'
C279	25.06'	482.50'	2°58'33"	N50°26'57"W	25.06'
C280	34.27'	20.00'	98°09'19"	S76°39'58"W	30.23'
C281	75.56'	367.50'	11°46'36"	N35°49'15"E	75.43'
C282	39.48'	107.50'	21°02'24"	S58°56'07"W	39.25'
C283	20.71'	367.50'	3°13'44"	N46°56'47"E	20.71'
C284	25.48'	20.00'	72°59'53"	S19°16'18"E	24.52'
C285	10.56'	117.50'	5°09'03"	N61°40'14"W	10.55'
C286	19.47'	57.50'	19°24'19"	N85°51'34"W	19.43'
C287	46.47'	57.50'	46°18'09"	N47°20'14"W	45.22'
C288	10.33'	532.50'	1°06'42"	S44°51'36"E	10.33'
C289	34.96'	20.03'	99°59'15"	N85°30'26"E	30.22'
C290	53.85'	39.00'	79°05'34"	N39°02'32"E	49.65'
C291	57.28'	575.00'	5°42'28"	N32°48'01"E	57.26'
C292	8.78'	625.00'	0°48'18"	N35°15'06"E	8.78'
C293	59.39'	4025.00'	0°50'44"	N38°04'37"E	59.39'
C294	32.12'	20.00'	92°00'16"	S09°30'10"E	28.77'
C312	28.29'	20.00'	81°02'16"	S69°57'21"W	25.99'
C313	59.04'	625.00'	5°24'44"	N32°08'35"E	59.02'
C314	95.05'	575.00'	9°28'18"	N25°12'38"E	94.95'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C315	31.42'	20.00'	90°00'00"	N24°31'31"W	28.28'
C316	57.41'	382.50'	8°36'12"	N72°19'37"W	57.35'
C317	75.28'	382.50'	11°16'54"	N80°46'30"W	75.16'
C318	44.25'	382.50'	6°37'42"	N89°45'06"W	44.22'
C319	94.92'	107.50'	50°36'43"	S61°59'49"W	91.90'
C446	251.58'	350.00'	41°10'11"	N35°45'31"E	246.11'
C545	96.32'	125.00'	71°01'07"	N51°08'28"E	90.18'
C546	164.11'	402.00'	23°23'27"	S81°16'45"E	162.96'
C547	221.22'	290.00'	43°42'12"	N84°46'53"E	216.18'
C548	169.36'	155.50'	62°24'39"	N24°37'47"E	152.74'
C549	293.36'	350.00'	47°12'16"	S35°25'51"W	285.27'
C550	130.89'	89.00'	84°14'56"	N13°17'30"W	119.37'
C552	153.92'	350.00'	25°11'56"	N44°26'04"E	152.65'
C553	134.43'	350.00'	22°00'26"	N20°48'56"W	133.61'
C554	92.84'	135.00'	39°23'02"	N10°54'16"E	91.08'
C555	65.54'	135.00'	27°48'57"	N54°10'46"E	64.90'
C556	52.03'	350.00'	8°31'01"	N19°34'43"E	52.04'
C557	295.69'	350.00'	34°51'35"	N17°07'19"E	288.46'
C558	95.16'	1600.00'	3°24'39"	N30°20'34"E	95.15'
C582	158.56'	600.00'	15°08'46"	N26°10'57"E	158.09'
C583	65.85'	600.00'	6°09'15"	N34°04'37"E	65.76'
C584	63.10'	600.00'	6°01'31"	N43°29'14"E	63.07'

LINE TABLE		
LINE	LENGTH	BEARING
L1	31.29'	N59°44'22"W
L5	29.57'	S62°15'37"E
L6	25.39'	N50°11'07"E
L8	29.51'	N58°43'41"W
L13	21.12'	N59°59'47"W
L14	35.14'	N31°23'21"E
L15	16.10'	N66°09'28"W
L25	15.29'	S74°01'52"W
L28	14.42'	S0°44'17"E
L29	10.00'	N59°15'43"E
L31	14.19'	S0°44'17"E

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	13,722	0.315
B	6,437	0.277
C	1,261	0.029
D	992	0.023
E	61,329	1.408
F	47,042	1.080
G	795,734	18.130
H	263,440	6.507
I	99,247	2.278
J	361	0.008
K	670,092	15.383
L	1,510,085	35.126
M	26,157	0.600
N	16,437	0.377
O	12,901	0.296
P	13,565	0.311
Q	351,060	8.059
R	4,039	0.093

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C295	224.83'	4025.00'	3°12'11"	N36°38'30"E	224.80'
C296	225.7'	4050.00'	3°11'23"	N41°32'18"E	225.14'
C409	34.65'	150.00'	70°50'25"	N41°55'34"W	34.35'
C412	91.02'	550.00'	9°28'24"	N47°26'54"W	90.91'
C413	26.51'	550.00'	2°45'59"	N43°07'47"W	26.50'
C414	24.82'	150.00'	14°10'15"	N59°02'51"W	24.78'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C433	37.54'	256.35'	8°23'26"	N54°26'56"W	37.50'
C449	70.15'	70.39'	57°06'14"	S19°22'49"E	67.29'
C450	7.46'	162.00'	2°38'06"	N16°03'44"E	7.46'
C452	27.22'	20.00'	77°58'57"	S55°46'56"E	25.17'
C453	23.02'	222.50'	5°56'22"	N52°44'56"W	23.02'
C474	52.21'	107.50'	28°21'37"	S15°48'38"W	51.68'
C475	103.07'	107.50'	58°34'49"	S27°42'04"E	98.62'
C476	83.22'	71.55'	64°14'46"	S27°07'43"W	78.94'
C477	78.19'	132.28'	12°12'44"	S29°01'03"E	78.14'
C491	64.28'	69.00'	53°21'31"	S29°10'16"E	62.78'
C495	200.77'	301.37'	38°10'09"	S32°21'20"W	197.07'
C496	85.02'	230.00'	21°10'50"	S40°53'30"W	84.54'
C497	102.91'	765.07'	7°42'59"	S34°00'35"W	102.84'
C498	105.66'	309.25'	19°34'32"	S27°55'48"W	105.15'
C499	101.50'	536.56'	10°50'17"	S23°33'41"W	101.35'
C500	108.19'	273.27'	22°40'58"	S17°38'21"W	107.48'
C501	98.94'	109.77'	51°38'23"	S32°07'03"W	95.62'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C507	32.22'	325.00'	5°40'49"	N18°08'19"E	32.21'
C508	17.80'	536.36'	1°53'14"	N23°03'41"E	17.80'
C509	283.46'	325.00'	49°57' 6"	N33°25'51"W	280.25'
C510	83.18'	325.00'	14°40'21"	N74°23'52"W	82.96'
C513	157.51'	100.00'	68°54'59"	N24°37'47"E	148.18'
C514	201.80'	725.00'	15°57' 2"	N54°46'53"E	201.10'
C515	174.37'	425.00'	23°30'27"	N58°16'45"W	173.15'
C516	157.50'	150.00'	71°39'07"	S61°08'28"E	150.63'
C517	38.47'	725.00'	3°02'15"	S74°25'23"E	38.42'
C518	151.87'	225.00'	34°39'40"	N76°15'57"E	149.55'
C519	243.07'	325.00'	42°51'11"	N38°45'31"E	237.63'
C520	3.67'	275.27'	0°46'15"	S58°55'43"W	3.67'
C591	21.57'	325.00'	3°48'07"	N22°53'47"E	21.56'
C592	20.25'	225.00'	5°09'24"	S81°53'57"E	20.24'

PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

MIDDLETON UNIT NO. 1

SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 12 OF 15

PLAT BOOK 20
PAGE 28 K

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C523	1483.51'	1995.00'	42°36'11"	S65°26'17"E	1412.29'
C525	172.65'	125.00'	79°09'40"	S44°03'43"E	161.11'
C527	224.02'	72.33'	177°26'25"	N42°17'36"W	144.64'
C528	275.85'	72.33'	182°04'25"	S47°17'36"E	144.64'
C531	267.95'	500.00'	30°42'45"	N27°54'53"E	266.42'
C532	249.31'	500.00'	28°34'10"	N30°17'04"E	246.73'
C542	125.21'	1995.00'	3°35'55"	S52°09'42"E	125.19'
C544	192.20'	1995.00'	5°31'00"	S58°52'02"E	92.13'
C548	284.43'	694.50'	23°47'47"	S62°03'08"E	282.35'
C550	762.59'	2046.00'	21°21'45"	S57°36'01"E	758.17'
C551	119.83'	2046.00'	3°21'20"	S69°37'35"E	119.81'
C552	227.85'	2057.00'	6°20'50"	S76°14'22"E	227.76'
C553	19.63'	12.50'	90°00'00"	N61°05'58"E	17.68'
C554	110.53'	497.50'	12°43'27"	S67°24'18"E	110.30'
C555	70.59'	512.50'	7°53'37"	N68°51'25"W	70.54'
C556	216.80'	648.50'	19°09'52"	S69°29'10"E	215.80'
C557	31.32'	23.50'	76°22'53"	S00°48'53"W	29.08'
C558	224.79'	540.50'	23°49'43"	N82°04'52"E	223.15'
C559	205.54'	465.50'	25°17'51"	S23°09'07"W	203.75'
C560	108.56'	70.00'	50°23'32"	S66°45'11"W	104.96'
C561	14.68'	123.00'	6°50'35"	S68°23'51"E	14.68'
C562	52.29'	105.00'	44°54'03"	N62°22'01"W	51.70'
C563	65.61'	53.00'	71°54'05"	N07°22'07"W	61.42'
C564	17.00'	143.00'	6°48'56"	S86°25'51"E	17.07'
C565	86.82'	90.00'	55°16'32"	S56°45'11"W	83.48'
C566	222.65'	414.50'	29°07'40"	S20°03'45"W	220.09'
C567	114.91'	552.50'	11°55'12"	S21°57'36"E	114.74'
C568	104.84'	552.50'	10°52'16"	N34°23'36"E	104.66'
C569	21.86'	23.00'	54°25'41"	S69°05'56"W	21.05'
C572	9.48'	2046.00'	0°15'56"	S47°03'04"E	9.48'
C571	74.22'	2046.00'	2°04'42"	S48°14'24"E	74.22'
C570	72.34'	1995.00'	2°04'35"	S44°15'19"E	72.33'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	13,722	0.315
B	16,437	0.377
C	1,281	0.029
D	992	0.023
E	61,328	1.408
F	47,042	1.080
G	799,734	18.130
H	283,440	6.507
I	98,247	2.278
J	961	0.006
K	670,092	15.383
L	1,530,085	35.126
M	28,157	0.650
N	16,437	0.377
O	12,901	0.296
P	13,565	0.311
Q	351,050	8.059
R	4,039	0.093

Scale: 1" = 100'

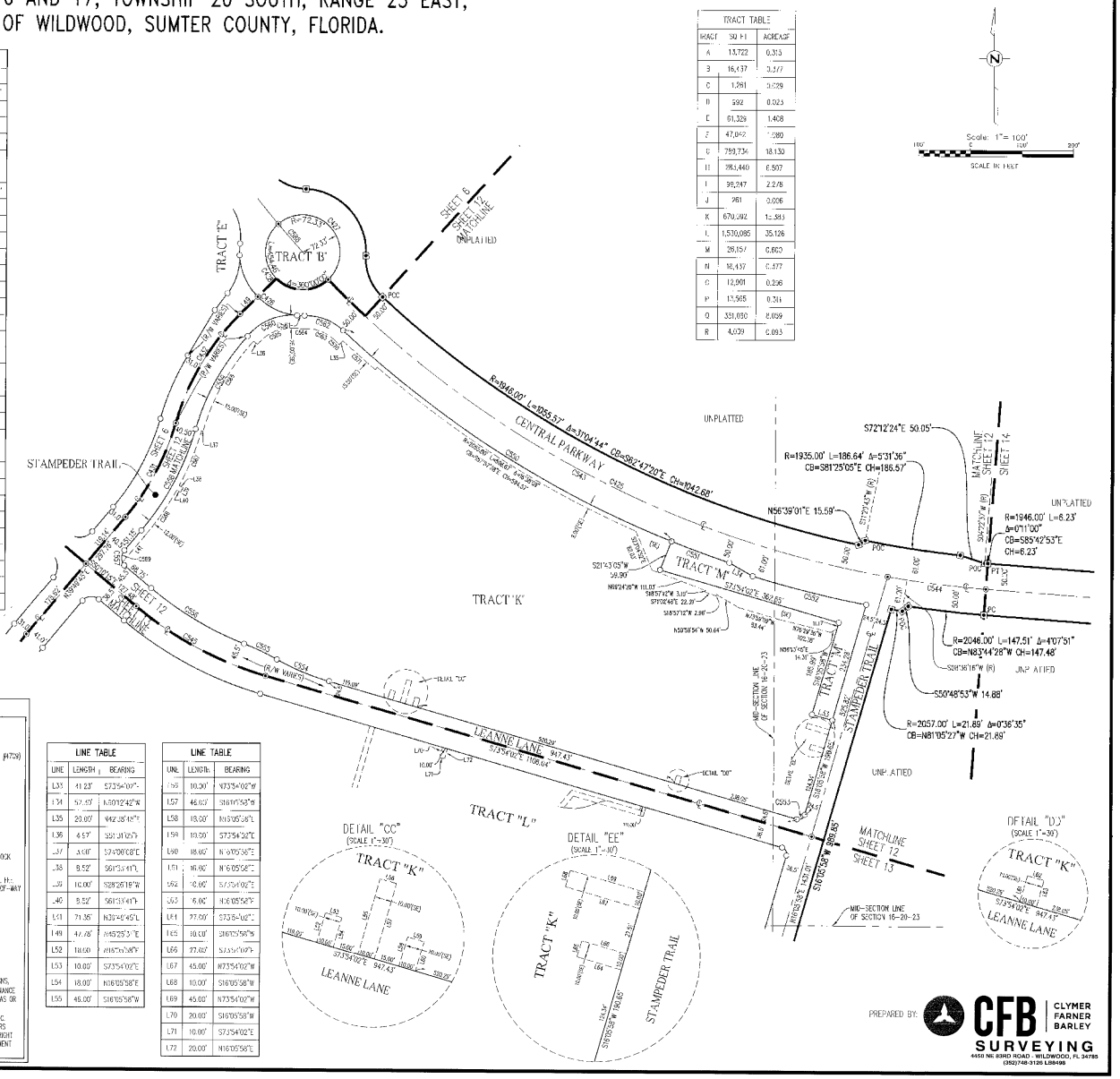
SCALE IN FEET

LEGEND

- ■ 4X6 CURES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (PRM) OR 5/8" IRON PIN AND CAP SET (LB #6498 & LB #4729) UNLESS OTHERWISE NOTED
- ⊙ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (PRM) OR 5/8" IRON PIN AND CAP SET (LB #6498 & LB #4729)
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 & LB #4700 TO BE SET WHEN ONE YEAR OF THE LAW HAS BEEN ESTABLISHED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(7) FLORIDA STATUTES (SF - INCH SET)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA TOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PRM INDICATES PLAT ROCK
- PC INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

LINE TABLE		
LINE	LENGTH	BEARING
L33	41.23'	S73°54'02"E
L34	50.50'	N30°12'42"W
L35	20.00'	N42°28'48"E
L36	4.57'	S59°31'05"E
L37	3.00'	S74°00'08"E
L38	8.52'	S61°53'41"E
L39	10.00'	S28°26'19"W
L40	8.52'	S61°53'41"E
L41	71.35'	N39°40'45"E
L49	47.78'	N45°23'31"E
L52	10.00'	N16°05'58"E
L53	10.00'	S73°54'02"E
L54	18.00'	N16°05'58"E
L55	46.00'	S16°05'58"W

LINE TABLE		
LINE	LENGTH	BEARING
L56	10.30'	N73°54'02"W
L57	46.63'	S16°05'58"W
L58	18.00'	N16°05'58"E
L59	10.00'	S73°54'02"E
L60	18.00'	N 16°05'58"E
L61	16.00'	N16°05'58"E
L62	10.00'	S73°54'02"E
L63	6.00'	N16°05'58"E
L64	77.00'	S73°54'02"E
L65	18.00'	S16°05'58"W
L66	27.00'	S73°54'02"E
L67	45.00'	N73°54'02"W
L68	10.00'	S16°05'58"W
L69	45.00'	N73°54'02"W
L70	20.00'	S16°05'58"W
L71	10.00'	S73°54'02"E
L72	20.00'	N16°05'58"E



PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING

4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

MIDDLETON UNIT NO. 1

SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

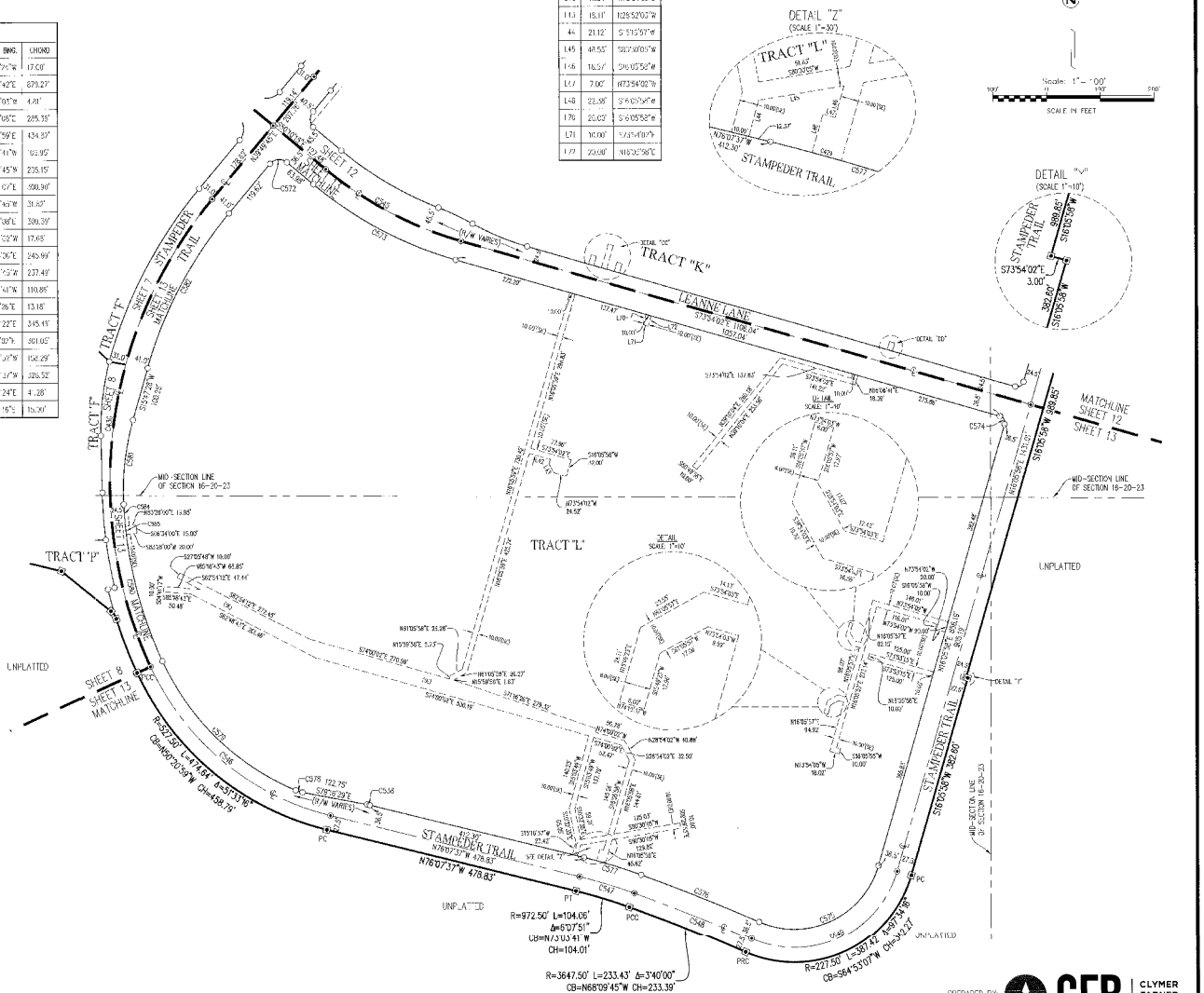
SHEET 13 OF 15

PLAT BOOK 20
PAGE 88 L

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C429	17.03'	1030.50'	0°56'45"	S74°19'07"E	17.03'
C430	827.35'	875.00'	54°12'06"	N67°37'42"E	879.27'
C535	4.81'	87.50'	3°08'53"	N77°42'03"E	4.81'
C545	287.43'	694.00'	23°43'47"	S82°32'08"E	285.38'
C546	448.88'	300.00'	51°23'15"	S53°20'59"E	434.39'
C547	107.02'	1900.00'	3°13'41"	N73°03'41"W	107.00'
C548	235.15'	3675.00'	3°40'00"	N68°09'45"W	235.15'
C549	390.56'	700.00'	31°34'10"	N64°53'07"E	390.30'
C572	35.34'	22.50'	90°00'00"	S89°49'45"W	31.82'
C573	392.54'	700.50'	32°06'14"	S62°07'08"E	389.39'
C574	19.63'	12.50'	90°00'00"	N28°54'02"W	17.68'
C575	276.43'	163.50'	97°34'18"	N34°53'06"E	243.99'
C576	237.33'	3711.00'	3°40'01"	S38°09'45"E	237.49'
C577	110.91'	1036.50'	6°07'51"	N73°03'41"W	110.85'
C578	13.20'	62.50'	12°06'06"	S23°57'26"E	13.18'
C579	354.59'	475.50'	42°43'03"	S45°52'22"E	345.41'
C580	302.85'	810.50'	21°24'30"	S13°44'00"W	301.02'
C581	159.06'	427.50'	21°19'21"	S06°25'26"W	158.16'
C582	325.92'	784.00'	23°49'21"	S24°49'37"W	323.52'
C584	41.24'	30.00'	78°47'19"	S64°22'24"E	41.28'
C585	15.00'	820.50'	1°04'25"	S66°23'16"E	15.00'

LINE TABLE		
LINE	LENGTH	BEARING
L42	90.84'	S73°54'02"E
L43	15.11'	N28°52'03"W
L44	21.12'	S 51°57'57" W
L45	48.55'	S83°00'01"W
L46	16.57'	S16°05'58"W
L47	7.00'	N73°54'02"W
L48	22.58'	S16°05'58"W
L70	25.03'	S16°05'58"W
L71	10.00'	S73°54'02"E
L72	20.00'	N16°05'58"E

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	13,722	0.315
B	16,437	0.377
C	1,261	0.029
D	992	0.023
E	21,329	1.458
F	47,042	1.080
G	789,734	18.130
H	285,440	6.553
I	99,247	2.278
J	261	0.006
K	673,092	15.453
L	1,530,085	35.126
M	26,157	0.600
N	16,437	0.377
O	12,901	0.296
P	13,565	0.311
Q	351,060	8.059
R	4,039	0.093



PREPARED BY:

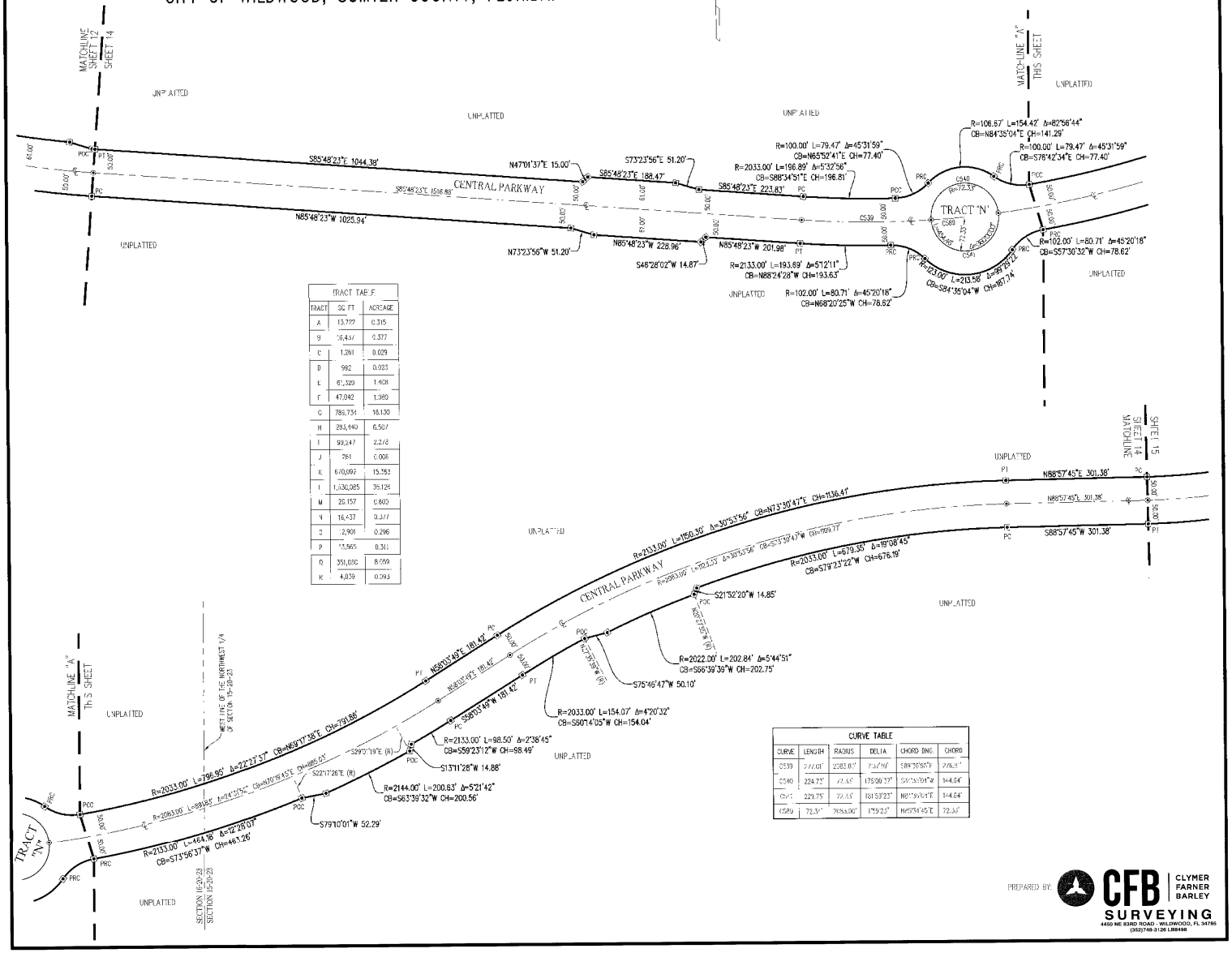
CFB CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB#499

MIDDLETON UNIT NO. 1

SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 14 OF 15

PLAT BOOK 20
PAGE 28 M



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	13,727	0.315
B	16,437	0.377
C	1,261	0.029
D	992	0.023
E	61,329	1.408
F	47,042	1.080
G	786,734	18.130
H	283,140	6.501
I	99,247	2.278
J	261	0.006
K	670,092	15.383
L	1,530,385	35.129
M	20,157	0.463
N	16,437	0.377
O	12,901	0.296
P	13,565	0.311
Q	351,086	8.059
R	4,039	0.093

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C539	277.01'	2083.00'	7°37'10"	S89°36'58"E	276.81'
C540	224.73'	72.33'	178°00'33"	S01°30'04"W	144.64'
C541	229.75'	72.33'	181°59'23"	N87°59'04"E	144.64'
C542	72.33'	2083.00'	1°59'23"	N89°34'45"E	72.33'

PREPARED BY:

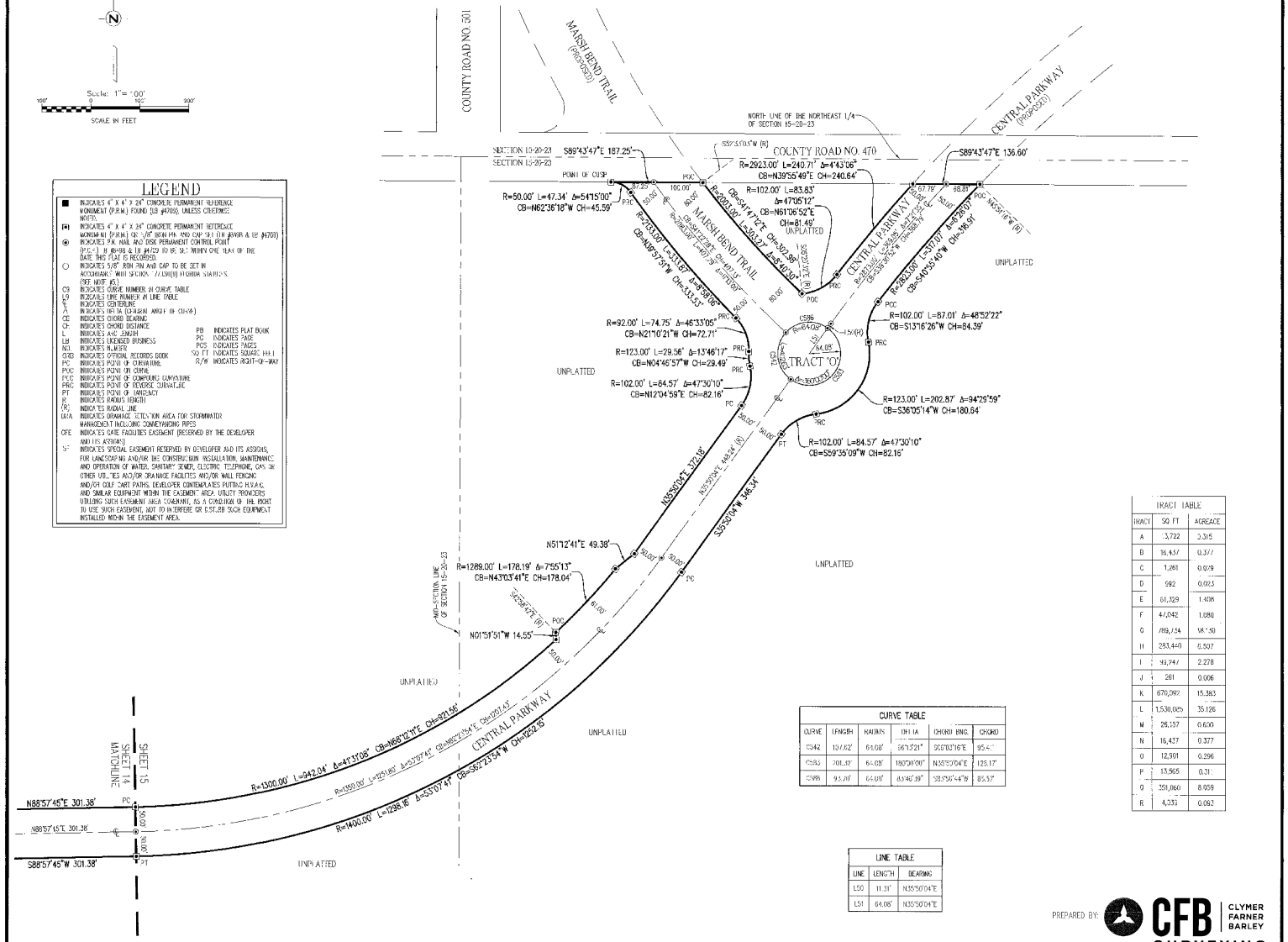
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

MIDDLETON UNIT NO. 1

SECTIONS 15, 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 15 OF 15

PLAT BOOK 20
PAGE 28 N



LEGEND

■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED
[•]	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP "LB #4709" (TO BE SET BY LB #4709 & LB #4729 BY 90 DAYS FROM THE DATE THIS PLAT IS RECORDED)
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES (SEE NOTE #5)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
O.R.B.	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS (LENGTH)
(R)	INDICATES RADIAL LINE
D.E.A.	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
OFE	INDICATES CABLE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, CATV OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING HVAC, AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD
C942	104.62'	64.08'	93°31'21"	S06°02'16"E	95.41'
C983	201.92'	64.08'	180°29'00"	N35°50'04"E	128.17'
C999	93.20'	64.08'	83°21'38"	S83°50'44"W	85.17'

LINE TABLE		
LINE	LENGTH	BEARING
L50	11.31'	N35°50'04"E
L51	64.08'	N35°50'04"E

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	3,722	0.315
B	16,457	0.377
C	1,261	0.029
D	992	0.023
E	61,329	1.408
F	47,042	1.080
G	789,154	18.150
H	253,440	5.507
I	99,747	2.278
J	261	0.006
K	670,097	15.383
L	1,530,065	35.126
M	26,157	0.600
N	16,427	0.377
O	12,901	0.296
P	13,965	0.321
Q	351,060	8.059
R	4,235	0.097

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3120 LB#498

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS SUBDIVISION ARE RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, OR BOOK 2022M ..... PAGE 2022M

MIDDLETON UNIT NO. 2

SHEET 1 OF 15

SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 20
PAGE 29

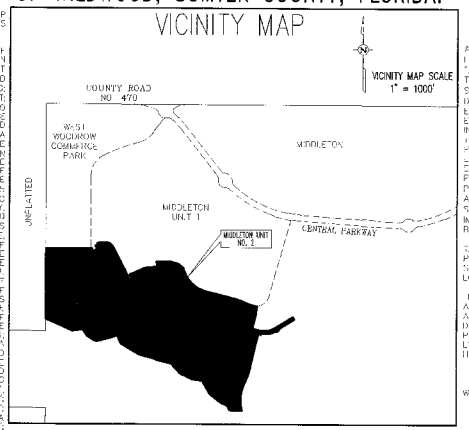
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG THE NORTH LINE THEREOF RUN N89°11'47"W, 1333.69 FEET TO THE NORTHWEST CORNER OF THE EAST 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST LINE OF SAID EAST 1/4 RUN S00°05'18"E, 2663.06 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN N89°54'42"E, 803.28 FEET; THENCE S00°05'18"E, 50.00 FEET; THENCE N58°55'02"E, 97.33 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 475.00 FEET AND A CHORD BEARING AND DISTANCE OF N33°31'15"W, 40.41 FEET TO WHICH A RADIAL LINE BEARS N38°55'02"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°52'45", AN ARC DISTANCE OF 40.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 215.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°45'34", AN ARC DISTANCE OF 20.85 FEET; THENCE A RADIAL LINE RUN N59°48'02"E, 50.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N27°19'12"E, 31.74 FEET TO WHICH A RADIAL LINE BEARS S59°48'02"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 105°02'21", AN ARC DISTANCE OF 36.67 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°17'53", AN ARC DISTANCE OF 76.73 FEET TO THE POINT OF TANGENCY; THENCE N89°08'10"E, 76.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 140.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°36'20", AN ARC DISTANCE OF 99.22 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°50'17", AN ARC DISTANCE OF 99.31 FEET TO THE POINT OF TANGENCY; THENCE S29°24'50"E, 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 575.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°40'36", AN ARC DISTANCE OF 137.46 FEET TO THE POINT OF TANGENCY; THENCE S19°20'15"E, 74.98 FEET; THENCE N70°39'44"E, 42.50 FEET; THENCE A119°20'15"W, 74.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1,017.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°26'27", AN ARC DISTANCE OF 25.16 FEET; THENCE ALONG A NON-TANGENT LINE RUN N67°13'08"E, 140.54 FEET; THENCE N05°07'46"E, 121.95 FEET; THENCE N74°04'08"E, 58.00 FEET; THENCE N35°12'27"E, 57.47 FEET; THENCE N87°31'24"E, 20.00 FEET; THENCE N02°28'36"W, 90.00 FEET; THENCE N87°31'24"E, 211.92 FEET;

(CONTINUED ON SHEET 2 OF 15)

VICINITY MAP



319 LOTS – 17 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST AS BEING N89°41'47"W.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES WITH RESPECT TO PROVISION OF SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL "PERMANENT" REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES

8.) TRACTS "A", "E", "F", "G", "H", "I", "M" AND "O" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "B", "C", "D", "J", "K", "L", "N" AND "Q" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10) TRACT "P" IS RESERVED BY THE DEVELOPER

11.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT (WHETHER BY THE PLAT OR OTHERWISE), TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (C) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY THE APPLICABLE UTILITY COMPANY SERVING THE SUBDIVISION, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICES FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC (TO THE EXTENT SUCH COSTS ARE NOT PAID DIRECTLY BY THE RECORD OWNER OF A FEE SIMPLE TITLE TO ANY TRACTS); (D) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM, INCLUDING DRAINAGE EASEMENTS AND DRAINPIPES NOT MAINTAINED BY OTHER UTILITY PROVIDERS, OR THE CITY OF WILDWOOD; (E) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL DE SACS LOCATED WITHIN THE ROADWAYS, IF ANY; AND (F) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO THE WESTERN BOUNDARY OF HOMPSITE 157 OF THE SUBDIVISION.

12.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

MIDDLETON UNIT NO. 2
CONVEYANCE AND GRANT OF EASEMENTS TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O" AND "Q" AND THE ROADWAYS SHOWN ON THIS PLAT OF MIDDLETON UNIT NO. 2, IS HEREBY SOLD, CONVEYED AND SET OVER TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT): (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENVIRONMENTAL IMPROVEMENTS AND CUL-DE-SAC AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OR REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THE CONVEYANCES AND AGREES TO MAINTAIN THE TRACTS (EXCEPT ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON, AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS MORE FULLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

Jennifer A. Peters
PRINT NAME
Lisa Carnes
SIGNATURE
Lisa Carnes
PRINT NAME

THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
NAME: Martin L. Dzuro
TITLE: MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 3rd DAY OF February, 2023 BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

Lisa Carnes
NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO. HH 195513
COMMISSION EXPIRES: 11-15-2024

LISA CARNES
MY COMMISSION # HH 195513
EXPIRES: November 15, 2024
Bonded Thru Notary Public Underwriters

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO F.S. CHAPTER 177, AS CHARGED BY THE REVIEWING SURVEYOR SHOWN BELOW.

MELANIE D. PEAVY
DEVELOPMENT SERVICES DIRECTOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS ____ DAY OF _____ 2023.

JOANN PATTERSON
CITY CLERK

ED WOLF
MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS 13th DAY OF February, 2023.

Joshua E. Blue
PRINT NAME
CITY OF WILDWOOD, ATTORNEY

SIGNATURE
CITY OF WILDWOOD, ATTORNEY

MELANIE D. PEAVY
DEVELOPMENT SERVICES DIRECTOR

JEREMY HOCKENBURY
PUBLIC WORKS DIRECTOR

Mohammad Murad
PRINT NAME
CITY OF WILDWOOD, ENGINEER

SIGNATURE
CITY OF WILDWOOD, ENGINEER

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PURCHASED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

RONALD W. HERR, PSM
LICENSE NUMBER LS 4907
STATE OF FLORIDA

Ronald W. Herr
SIGNATURE
2/9/23
DATE
RONALD W. HERR, P.S.M.
WADE SURVEYING, INC.
4907
REGISTRATION NO.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE "DEVELOPER") HAS CAUSED TO BE MADE THIS PLAT, MIDDLETON UNIT NO. 2, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINED WITH MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC AND DEDICATES TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O" AND "Q" TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A.

WITNESSES:

(1) _____
SIGNATURE
Jennifer A. Peters
PRINT NAME
(2) Lisa Carnes
SIGNATURE
Lisa Carnes
PRINT NAME

THE VILLAGES DEVELOPMENT COMPANY, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: _____
NAME: Martin L. Dzuro
TITLE: MANAGER

WITNESSES:

(1) _____
SIGNATURE
Jennifer A. Peters
PRINT NAME
(2) Lisa Carnes
SIGNATURE
Lisa Carnes
PRINT NAME

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT

BY: _____
JOSEPH RICCARDI, JR., CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 3rd DAY OF February, 2023 BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

Lisa Carnes
NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO. HH 195513
COMMISSION EXPIRES: 11-15-2024

LISA CARNES
MY COMMISSION # HH 195513
EXPIRES: November 15, 2024
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 3rd DAY OF February, 2023 BY JOSEPH RICCARDI, JR., THE CHAIR OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

Jennifer A. Peters
NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Jennifer A. Peters
COMMISSION NO.: HH 195513
COMMISSION EXPIRES: 11-15-2024

JENNIFER A. PETERS
MY COMMISSION # HH 195513
EXPIRES: December 19, 2025
Bonded Thru Notary Public Underwriters

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF MIDDLETON UNIT NO. 2, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN HEREON WERE PLACED ON THE 6TH DAY OF DECEMBER, 2022. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
4450 NE 83RD ROAD
WILDWOOD, FLORIDA 34785
LICENSED BUSINESS NO. 8498

STATE OF FLORIDA
No. 6019
REGISTERED LAND SURVEYOR

Kaye N. Janssen
SIGNATURE
KAYE N. JANSSEN
REGISTRATION NO. 6019

2/1/23
DATE

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON February 15, 2023 AT 12:39 P.M. FILE NUMBER 2023006009
PLAT BOOK 20 PAGE 29-29A-N

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA

Mellissa K. Worrell
PRINT NAME
DEPUTY CLERK

SIGNATURE
DEPUTY CLERK

SEAL

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

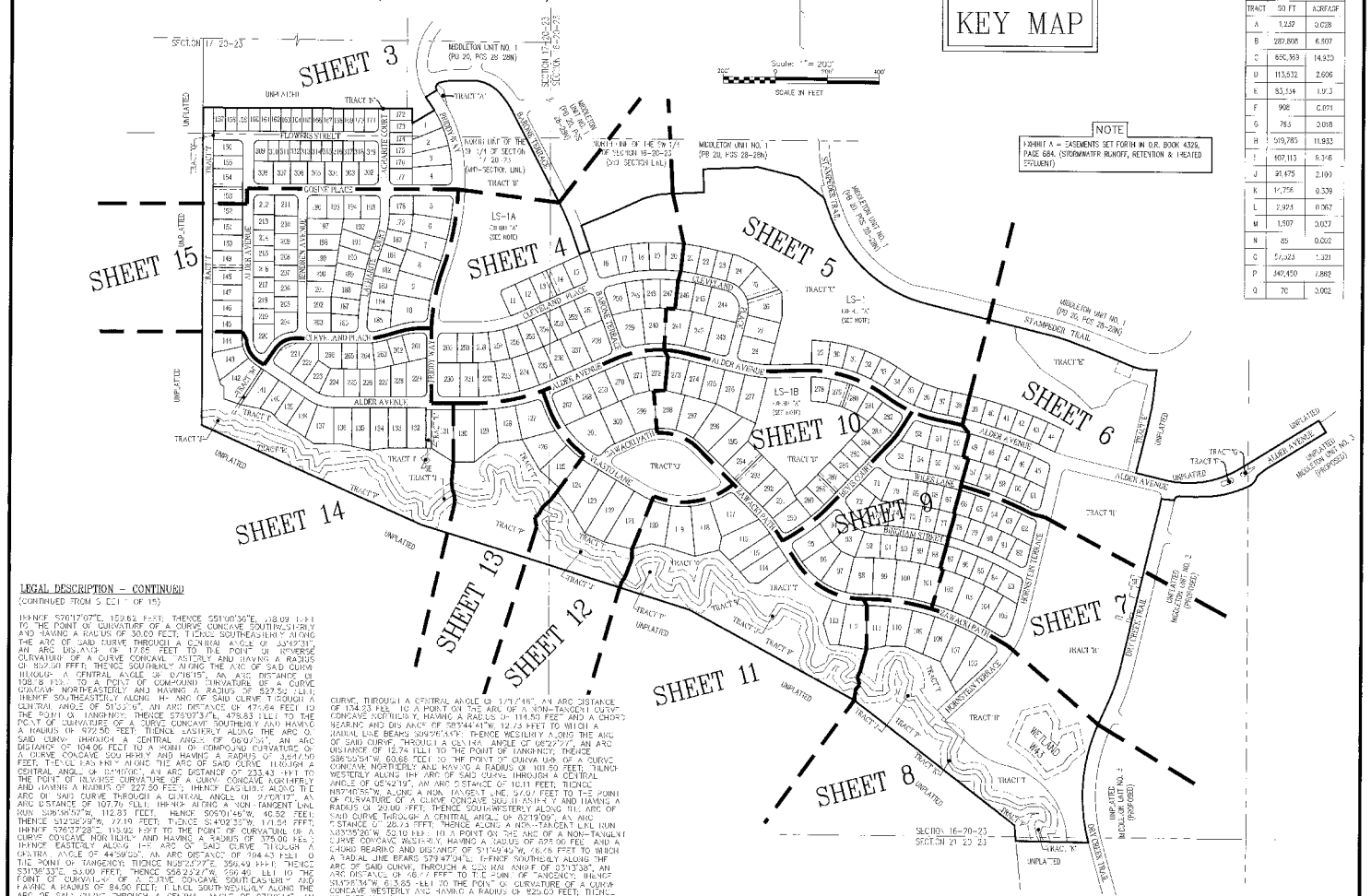
MIDDLETON UNIT NO. 2

SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 2 OF 15

PLAT BOOK 20
PAGE 29A

KEY MAP



NOTE

EXHIBIT A – EASEMENTS SET FORTH IN O.R. BOOK 4326, PAGE 684, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,237	0.028
B	287,806	6.607
C	650,369	14.930
D	113,632	2.606
E	83,134	1.909
F	908	0.021
G	785	0.018
H	519,785	11.933
I	107,113	2.459
J	91,475	2.100
K	14,756	0.339
L	2,974	0.068
M	1,507	0.035
N	85	0.002
O	57,923	1.329
P	347,450	7.977
Q	70	0.002

LEGAL DESCRIPTION – CONTINUED

(CONTINUED FROM SHEET 1 OF 15)

THENCE S76°17'07"E, 159.62 FEET; THENCE S51°00'36"E, 218.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°49'31", AN ARC DISTANCE OF 17.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 807.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°18'15", AN ARC DISTANCE OF 102.93 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 529.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°23'10", AN ARC DISTANCE OF 475.04 FEET TO THE POINT OF TANGENCY; THENCE S79°07'37"E, 475.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 672.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°57'01", AN ARC DISTANCE OF 104.96 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,941.70 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°00'06", AN ARC DISTANCE OF 237.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 227.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°03'17", AN ARC DISTANCE OF 107.76 FEET; THENCE ALONG A NON-TANGENT LINE RUN S09°36'50"W, 112.91 FEET; HENCE S05°01'45"W, 40.52 FEET; THENCE S12°26'28"E, 77.19 FEET; THENCE S14°02'37"W, 141.54 FEET; THENCE S76°37'28"E, 113.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°59'05", AN ARC DISTANCE OF 294.43 FEET TO THE POINT OF TANGENCY; THENCE N62°22'27"E, 356.49 FEET; THENCE S31°38'33"E, 83.00 FEET; THENCE S58°23'27"W, 286.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 84.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'44", AN ARC DISTANCE OF 11.24 FEET TO THE POINT OF TANGENCY; THENCE S50°43'43"W, 35.56 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S17°09'03"W, 1.25 FEET TO WHICH A RADIAL LINE BEARS N71°03'35"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°34'44", AN ARC DISTANCE OF 1.25 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.49 FEET AND A CHORD BEARING AND DISTANCE OF S37°55'49"W, 46.11 FEET TO WHICH A RADIAL LINE BEARS S74°38'14"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°48'46", AN ARC DISTANCE OF 47.31 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 444.85 FEET AND A CHORD BEARING AND DISTANCE OF S72°51'33"W, 133.72 FEET TO WHICH A RADIAL LINE BEARS S25°47'20"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°17'46", AN ARC DISTANCE OF 134.33 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 114.50 FEET AND A CHORD BEARING AND DISTANCE OF S83°44'41"W, 12.43 FEET TO WHICH A RADIAL LINE BEARS S09°06'45"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°13'27", AN ARC DISTANCE OF 12.74 FEET TO THE POINT OF TANGENCY; THENCE S86°52'54"W, 60.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 101.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'19", AN ARC DISTANCE OF 10.11 FEET; THENCE N87°24'47"W, ALONG A NON-TANGENT LINE, 57.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°19'09", AN ARC DISTANCE OF 28.73 FEET; THENCE ALONG A NON-TANGENT LINE RUN N33°35'26"W, 50.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 825.90 FEET AND A CHORD BEARING AND DISTANCE OF S11°49'40"W, 66.16 FEET TO WHICH A RADIAL LINE BEARS S79°47'04"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°13'38", AN ARC DISTANCE OF 46.71 FEET TO THE POINT OF TANGENCY; THENCE S14°26'34"W, 6.36.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 825.90 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°38'06", AN ARC DISTANCE OF 153.39 FEET TO THE POINT OF TANGENCY; THENCE S25°58'59"W, 91.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 675.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°19'58", AN ARC DISTANCE OF 463.38 FEET; THENCE ALONG A NON-TANGENT LINE RUN N88°58'08"W, 279.56 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4279, PAGE 503, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES: RUN N05°25'15"W, 60.01 FEET; THENCE N52°23'36"W, 779.82 FEET; THENCE N61°34'36"W, 724.31 FEET; THENCE N72°47'05"W, 1078.92 FEET; THENCE N66°01'07"W, 922.79 FEET TO AFORESAID WEST LINE OF THE EAST 1/4 OF SECTION 17; THENCE ALONG SAID WEST LINE RUN N00°05'18"W, 1,219.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 135.05 ACRES, MORE OR LESS.

PREPARED BY: CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3120 LB8498

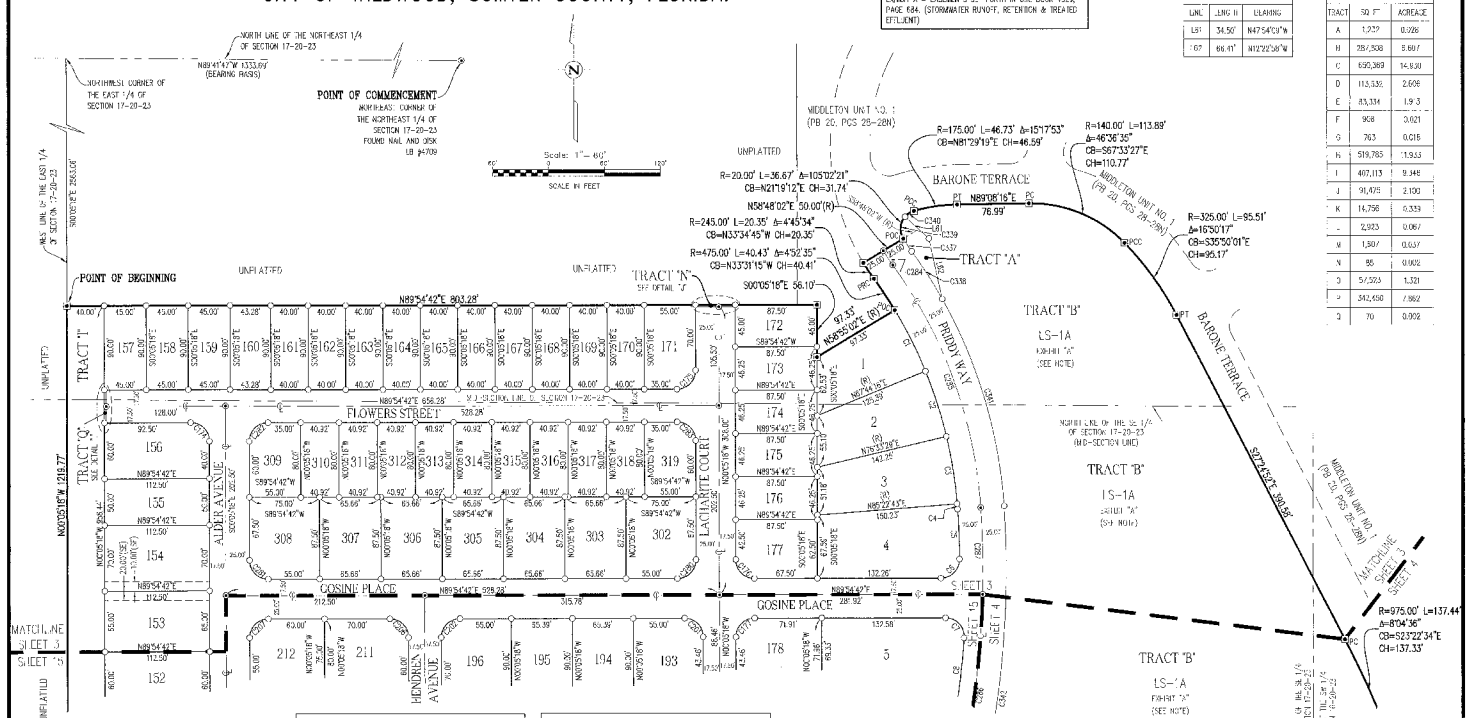
MIDDLETON UNIT NO. 2

SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 3 OF 15

PLAT BOOK 20
PAGE 89B

NOTE
EXHIBIT A = EASEMENT SET FORTH IN O.R. BOOK 4359, PAGE 684, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



LINE TABLE		
LINE	LENG H	BEARING
L51	34.50'	N47°54'01"W
L67	66.41'	N12°22'36"W

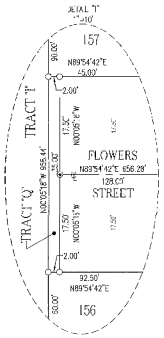
TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,022	0.026
H	284,508	6.607
C	650,389	14.930
D	113,532	2.606
E	83,334	1.913
F	968	0.021
G	763	0.018
H	519,765	11.933
I	407,113	9.348
J	91,475	2.100
K	14,756	0.339
L	2,923	0.067
M	1,507	0.035
N	85	0.002
O	57,523	1.321
P	342,650	7.866
Q	70	0.002

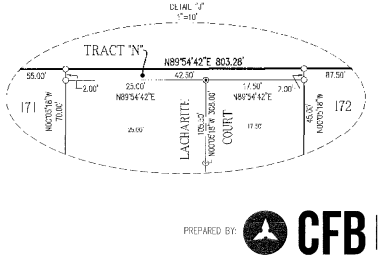
LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4729), UNLESS OTHERWISE NOTED
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #6938 & IR #4700)
- ◉ INDICATES P.K. NAIL AND DISC PERMANENT CONTROL POINT (P.C.P.) LB #6938 & IR #4700 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) F.S. STATUTES (SEE NOTE (6))
- (0) INDICATES CURVE NUMBER IN CURVE TABLE
- L0 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- I INDICATES ARC LENGTH
- IR INDICATES IRON ROD
- NR INDICATES NAIL
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- (PG) INDICATES PAGE(S)
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT OF WAY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	73.12'	475.00'	8°49'14"	N26°40'22"W	73.05
C2	73.12'	475.00'	8°49'14"	N17°51'07"W	73.05
C3	73.12'	475.00'	8°49'14"	N09°01'54"W	73.05
C4	5.81'	475.00'	0°42'04"	N04°16'10"W	5.81'
C5	53.50'	950.00'	3°13'35"	N02°18'25"W	53.49'
C6	31.63'	20.00'	90°36'16"	N44°36'22"E	28.43
C7	39.97'	20.00'	91°56'45"	N47°51'35"W	29.36'
C8	70.25'	950.00'	4°22'01"	N06°21'55"E	70.22'
C174	31.42'	20.00'	90°00'00"	N45°05'18"W	28.28'
C175	31.42'	20.00'	90°00'00"	N44°54'42"E	28.28'
C176	31.42'	20.00'	90°00'00"	S45°05'18"E	28.28'
C177	31.42'	20.00'	90°00'00"	S44°54'42"W	28.28'
C201	31.42'	20.00'	90°00'00"	N45°05'18"W	28.28'
C202	31.42'	20.00'	90°00'00"	S44°54'42"W	28.28'
C206	31.42'	20.00'	90°00'00"	N45°05'18"W	28.28'
C207	31.42'	20.00'	90°00'00"	S44°54'42"W	28.28'
C280	31.42'	20.00'	90°00'00"	N44°54'42"E	28.28'
C281	31.42'	20.00'	90°00'00"	S45°05'18"E	28.28'
C282	31.42'	20.00'	90°00'00"	S44°54'42"W	28.28'
C283	31.42'	20.00'	90°00'00"	N45°05'18"W	28.28'
C284	18.28'	220.00'	4°45'34"	S33°34'45"E	18.27'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C285	273.59'	500.00'	32°02'23"	N10°56'22"W	270.06'
C286	401.78'	975.00'	23°36'38"	N07°53'07"E	398.94'
C287	92.98'	975.00'	5°27'35"	N01°11'27"W	92.85'
C337	16.20'	195.00'	4°45'34"	S33°34'45"E	16.19'
C338	69.80'	525.00'	6°38'08"	N37°38'29"W	69.77'
C339	35.91'	20.00'	71°38'25"	S04°37'44"W	33.41'
C340	11.85'	20.00'	33°57'18"	S39°08'54"W	11.68'
C341	739.77'	975.00'	43°27'12"	N16°35'18"W	230.57'
C342	412.06'	1000.00'	23°36'38"	N07°53'07"E	409.17'





PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3198 LB#408

MIDDLETON UNIT NO. 2 SHEET 4 OF 15

PLAT BOOK 20
PAGE 29 C

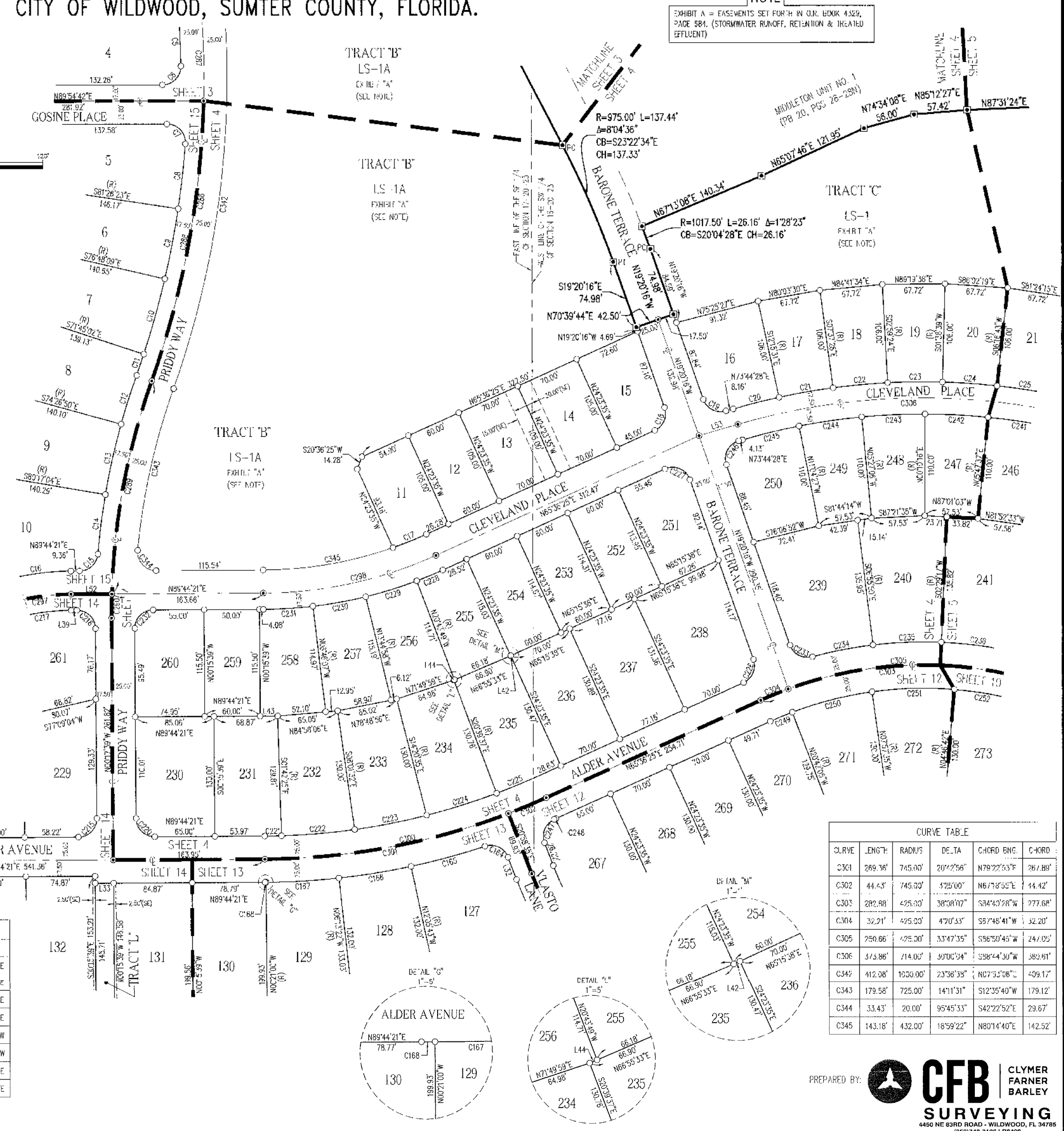
SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 581. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C5	53.50'	950.00'	3°13'35"	N02°18'25"W	53.49'
C6	31.63'	20.00'	90°36'19"	N44°36'32"E	28.43'
C7	32.97'	20.00'	94°26'46"	N42°51'55"W	29.36'
C8	70.23'	957.50'	4°12'10"	N06°27'33"E	70.22'
C9	77.50'	957.50'	4°38'14"	N10°52'44"E	77.47'
C10	84.42'	957.50'	5°03'08"	N15°43'25"E	84.39'
C11	24.08'	957.50'	1°26'28"	N18°58'11"E	24.08'
C12	55.43'	767.50'	4°08'16"	S17°37'17"W	55.41'
C13	78.19'	767.50'	5°50'13"	S12°38'03"W	78.15'
C14	64.60'	767.50'	4°49'20"	S07°18'16"W	64.58'
C15	29.62'	20.00'	84°50'45"	N47°18'59"E	26.98'
C16	75.67'	275.00'	15°45'56"	S81°51'23"W	75.43'
C17	38.78'	432.00'	5°08'34"	N88°10'42"E	38.76'
C18	29.65'	20.00'	84°56'41"	N23°08'04"E	27.01'
C19	30.34'	20.00'	86°55'16"	S62°47'54"E	27.51'
C20	51.07'	731.50'	4°00'01"	S75°44'26"W	51.06'
C21	59.17'	731.50'	4°38'04"	S80°03'30"W	59.15'
C22	59.17'	731.50'	4°38'04"	S84°41'34"W	59.15'
C23	59.17'	731.50'	4°38'04"	S89°19'38"W	59.15'
C24	59.17'	731.50'	4°38'04"	N86°02'19"W	59.15'
C25	59.17'	731.50'	4°38'04"	N81°24'15"W	59.15'
C164	30.47'	20.00'	87°16'45"	N64°36'58"W	27.60'
C165	82.79'	770.00'	6°09'37"	N74°49'28"E	82.75'
C166	78.92'	770.00'	5°52'22"	N80°50'27"E	78.89'
C167	78.92'	770.00'	5°52'22"	N86°42'49"E	78.89'
C168	1.20'	770.00'	0°05'21"	N89°41'41"E	1.20'
C215	31.43'	20.00'	90°02'00"	N44°43'21"E	28.29'
C216	31.40'	20.00'	89°58'00"	N45°16'39"W	28.28'
C217	63.97'	232.50'	15°45'56"	S81°51'23"W	63.77'
C220	31.40'	20.00'	89°58'00"	S45°16'39"E	28.28'
C221	18.17'	720.00'	1°26'46"	N88°00'58"E	18.17'
C222	79.40'	720.00'	6°19'07"	N85°08'01"E	79.35'
C223	79.39'	720.00'	6°19'02"	N78°48'56"E	79.35'
C224	79.39'	720.00'	6°19'02"	N72°29'54"E	79.35'
C225	46.92'	720.00'	3°44'01"	N67°28'22"E	46.91'
C226	29.65'	20.00'	84°56'43"	N23°08'03"E	27.01'
C227	33.18'	20.00'	95°03'19"	N66°51'56"W	29.50'
C228	30.33'	474.50'	3°39'46"	N67°26'18"E	30.33'
C229	57.81'	474.50'	6°58'51"	N72°45'36"E	57.78'
C230	57.81'	474.50'	6°58'51"	N79°44'27"E	57.78'
C231	53.90'	474.50'	6°30'29"	N86°29'07"E	53.87'
C232	31.43'	20.00'	90°02'00"	S44°43'21"W	28.29'
C233	30.04'	20.00'	86°04'12"	S62°22'22"E	27.30'
C234	66.58'	450.00'	8°28'38"	S78°49'51"W	66.52'
C235	73.97'	450.00'	9°25'07"	S87°46'45"W	73.89'
C236	78.16'	450.00'	9°57'15"	N82°32'05"W	78.08'
C241	68.35'	696.50'	5°37'21"	N61°23'42"W	68.32'
C242	68.35'	696.50'	5°37'21"	N87°01'03"W	68.32'
C243	68.35'	696.50'	5°37'21"	S87°21'35"W	68.32'
C244	68.35'	696.50'	5°37'21"	S81°44'14"W	68.32'
C245	63.03'	696.50'	5°11'05"	S76°20'01"W	63.00'
C246	32.49'	20.00'	93°04'44"	S27°12'06"W	29.03'
C247	30.28'	20.00'	86°44'04"	S22°23'27"W	27.47'
C248	2.03'	770.00'	0°09'05"	N65°40'57"E	2.03'
C249	25.77'	400.00'	3°41'30"	S67°27'10"W	25.77'
C250	88.96'	400.00'	12°44'31"	S75°40'10"W	88.77'
C251	88.93'	400.00'	12°44'16"	S88°24'34"W	88.74'
C252	62.58'	400.00'	8°57'50"	N80°44'23"W	62.52'
C286	401.78'	975.00'	23°36'38"	N07°53'06"E	398.94'
C287	92.88'	975.00'	5°27'30"	N01°11'27"W	92.85'
C288	308.89'	975.00'	18°09'08"	N10°36'51"E	307.60'
C289	235.41'	750.00'	17°59'02"	S10°41'54"W	234.44'
C290	26.19'	750.00'	2°00'02"	S00°42'22"W	26.19'
C297	68.79'	250.00'	15°45'56"	S81°51'23"W	68.57'
C298	192.48'	457.00'	24°07'56"	N77°40'23"E	191.06'
C300	313.79'	745.00'	24°07'56"	N77°40'23"E	311.47'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,232	0.028
B	287,808	6.607
C	650,369	14.930
D	113,532	2.606
E	83,334	1.913
F	908	0.021
G	783	0.018
I	519,785	11.933
	407,113	9.346
J	91,475	2.100
K	14,756	0.339
L	2,923	0.067
M	1,607	0.037
N	85	0.002
O	57,523	1.321
P	342,450	7.862
Q	70	0.002



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C301	269.36'	745.00'	20°42'56"	N79°22'53"E	267.89'
C302	44.43'	745.00'	3°25'00"	N67°18'59"E	44.42'
C303	282.88'	425.00'	38°08'07"	S84°40'28"W	277.68'
C304	32.21'	425.00'	4°20'33"	S67°46'41"W	32.20'
C305	250.66'	425.00'	33°47'35"	S56°50'45"W	247.05'
C306	373.86'	714.00'	30°00'04"	S88°44'30"W	369.61'
C342	412.08'	1000.00'	23°36'38"	N07°53'06"E	409.17'
C343	179.58'	725.00'	14°11'31"	S12°35'40"W	179.12'
C344	33.43'	20.00'	95°45'33"	S42°22'52"E	29.67'
C345	143.18'	432.00'	18°59'22"	N80°14'40"E	142.52'

LINE TABLE		
LINE	LENGTH	BEARING
L32	25.82'	S20°58'35"E
L33	20.00'	N89°44'21"E
L39	6.18'	N89°44'21"E
L42	0.12'	N65°15'38"E
L43	18.98'	S89°44'21"W
L44	0.72'	S66°55'33"W
L52	44.12'	N89°44'21"E
L53	43.70'	N73°44'28"E

PREPARED BY: CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

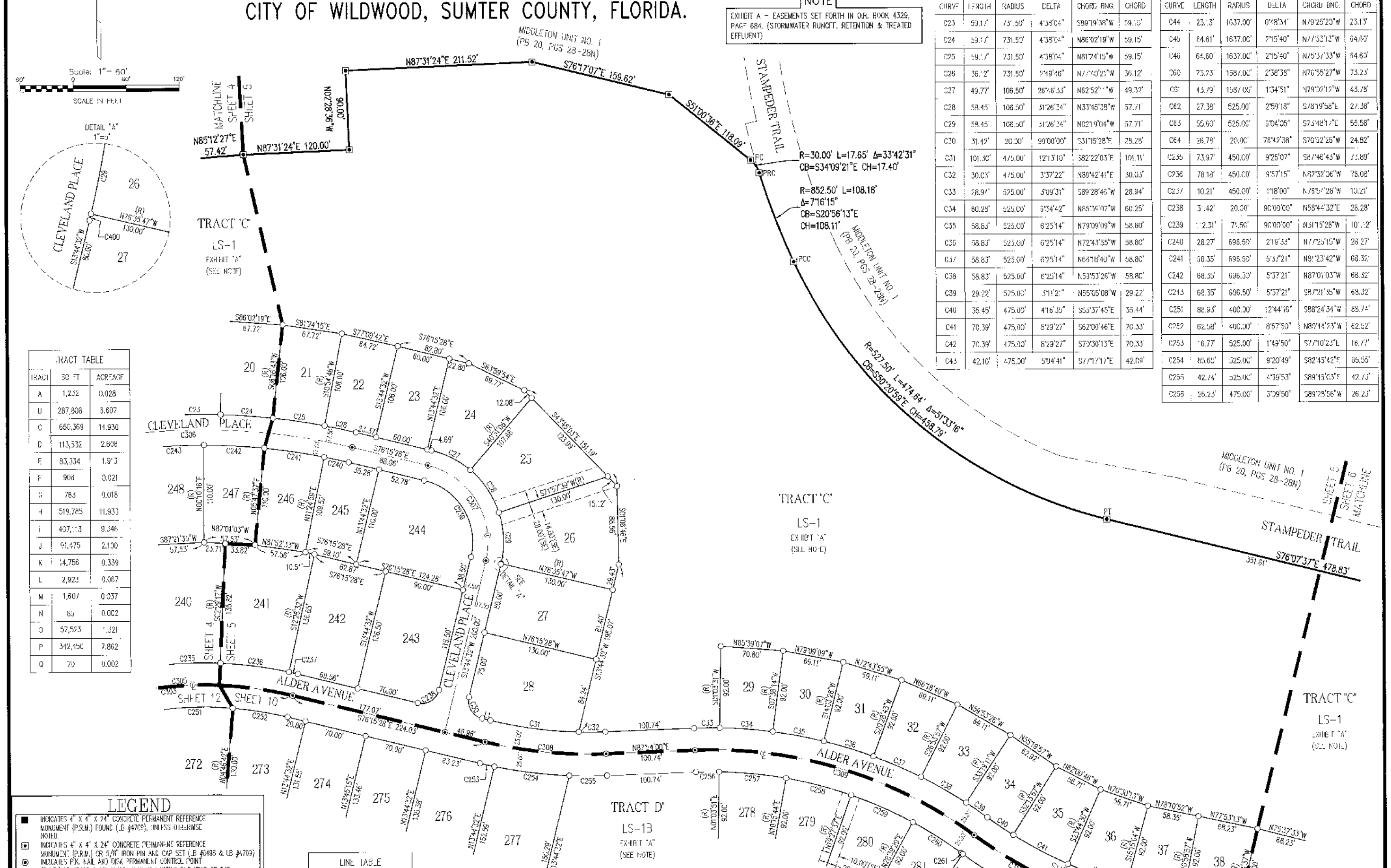
MIDDLETON UNIT NO. 2

SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 20
PAGE 29D

NOTE

EXHIBIT A – EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,232	0.028
B	287,808	6.607
C	650,369	14.930
D	113,532	2.606
E	83,334	1.913
F	908	0.021
G	783	0.018
H	519,785	11.933
I	407,113	9.346
J	91,475	2.100
K	14,756	0.339
L	2,923	0.067
M	1,607	0.037
N	85	0.002
O	57,523	1.321
P	342,450	7.862
Q	70	0.002

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C23	59.17'	731.50'	4°38'04"	S89°19'38"W	59.15'
C24	59.17'	731.50'	4°38'04"	N86°02'19"W	59.15'
C25	59.17'	731.50'	4°38'04"	N81°24'15"W	59.15'
C26	36.12'	731.50'	2°49'46"	N77°40'21"W	36.12'
C27	49.77'	106.50'	26°46'33"	N62°52'11"W	49.32'
C28	58.45'	106.50'	31°26'34"	N33°45'38"W	57.71'
C29	58.45'	106.50'	31°26'34"	N02°19'04"W	57.71'
C30	31.42'	20.00'	90°00'00"	S31°15'28"E	28.28'
C31	101.30'	475.00'	12°13'10"	S82°22'03"E	101.11'
C32	30.03'	475.00'	3°37'22"	N89°42'43"E	30.03'
C33	28.94'	525.00'	3°09'31"	S89°28'46"W	28.94'
C34	60.28'	525.00'	6°34'42"	N85°39'07"W	60.25'
C35	58.83'	525.00'	6°25'14"	N79°09'09"W	58.80'
C36	58.83'	525.00'	6°25'14"	N72°43'55"W	58.80'
C37	58.83'	525.00'	6°25'14"	N66°18'40"W	58.80'
C38	58.83'	525.00'	6°25'14"	N59°53'26"W	58.80'
C39	29.22'	525.00'	3°11'21"	N55°05'08"W	29.22'
C40	35.45'	475.00'	4°16'33"	S55°37'45"E	35.44'
C41	70.39'	475.00'	8°29'27"	S62°00'46"E	70.33'
C42	70.39'	475.00'	8°29'27"	S70°30'13"E	70.33'
C43	42.10'	475.00'	5°04'41"	S77°17'17"E	42.09'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C44	23.13'	1637.00'	0°48'34"	N79°25'20"W	23.13'
C45	64.61'	1637.00'	2°15'40"	N77°53'13"W	64.60'
C46	64.60'	1637.00'	2°15'40"	N75°37'33"W	64.60'
C60	73.23'	1587.00'	2°38'38"	N76°55'27"W	73.23'
C61	43.79'	1587.00'	1°34'51"	N79°02'12"W	43.78'
C62	27.38'	525.00'	2°59'18"	S78°19'58"E	27.38'
C63	55.60'	525.00'	6°04'05"	S73°48'17"E	55.58'
C64	26.78'	20.00'	76°42'38"	S70°32'26"W	24.82'
C235	73.97'	450.00'	9°25'07"	S87°46'43"W	73.89'
C236	78.18'	450.00'	9°57'15"	N87°32'36"W	78.08'
C237	10.21'	450.00'	1°18'00"	N75°57'28"W	10.21'
C238	31.42'	20.00'	90°00'00"	N58°44'32"E	28.28'
C239	112.31'	71.50'	90°00'00"	N31°15'28"W	101.12'
C240	28.27'	696.50'	2°19'33"	N77°25'15"W	28.27'
C241	68.35'	696.50'	5°37'21"	N81°23'42"W	68.32'
C242	68.35'	696.50'	5°37'21"	N87°01'03"W	68.32'
C243	68.35'	696.50'	5°37'21"	S87°21'36"W	68.32'
C251	88.93'	400.00'	12°44'16"	S88°24'34"W	88.74'
C252	62.58'	400.00'	8°57'50"	N89°14'23"W	62.52'
C253	16.77'	525.00'	1°49'50"	S77°10'23"E	16.77'
C254	85.65'	525.00'	9°20'49"	S82°45'42"E	85.55'
C255	42.74'	525.00'	4°39'53"	S89°45'03"E	42.73'
C256	26.23'	475.00'	3°09'50"	S89°25'56"W	26.23'

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.46'	S76°15'28"E
L7	19.68'	N73°55'27"W
L9	49.22'	S32°31'07"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C257	76.25'	475.00'	9°11'53"	N84°20'13"W	76.17'
C258	76.25'	475.00'	9°11'53"	N75°08'20"W	76.17'
C259	76.25'	475.00'	9°11'53"	N65°56'27"W	76.17'
C260	65.09'	475.00'	7°51'03"	N57°24'59"W	65.04'
C261	2.01'	525.00'	0°13'10"	S53°36'02"E	2.01'
C262	75.80'	525.00'	8°16'22"	S57°50'49"E	75.74'
C263	32.99'	20.00'	94°30'07"	N14°43'56"W	29.37'
C303	282.88'	425.00'	38°08'07"	S84°40'28"W	277.68'
C305	250.66'	425.00'	33°47'35"	S86°50'45"W	247.05'
C306	373.86'	714.00'	30°00'04"	S88°44'30"W	369.61'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C307	139.80'	89.00'	90°00'00"	N31°15'28"W	125.87'
C308	138.25'	500.00'	15°50'32"	S84°10'44"E	137.81'
C309	336.93'	500.00'	38°36'32"	N72°47'44"W	330.59'
C310	229.83'	500.00'	26°20'10"	S66°39'32"E	227.81'
C311	115.45'	500.00'	13°13'46"	S60°06'21"E	115.19'
C312	114.38'	500.00'	13°06'23"	S73°16'26"E	114.13'
C313	424.03'	1612.00'	15°04'17"	N72°17'29"W	422.80'
C400	0.63'	106.50'	0°20'19"	N13°34'23"E	0.63'

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #6498 & LB #4709)
- ⊙ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.09 (9) FLORIDA STATUTES. (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

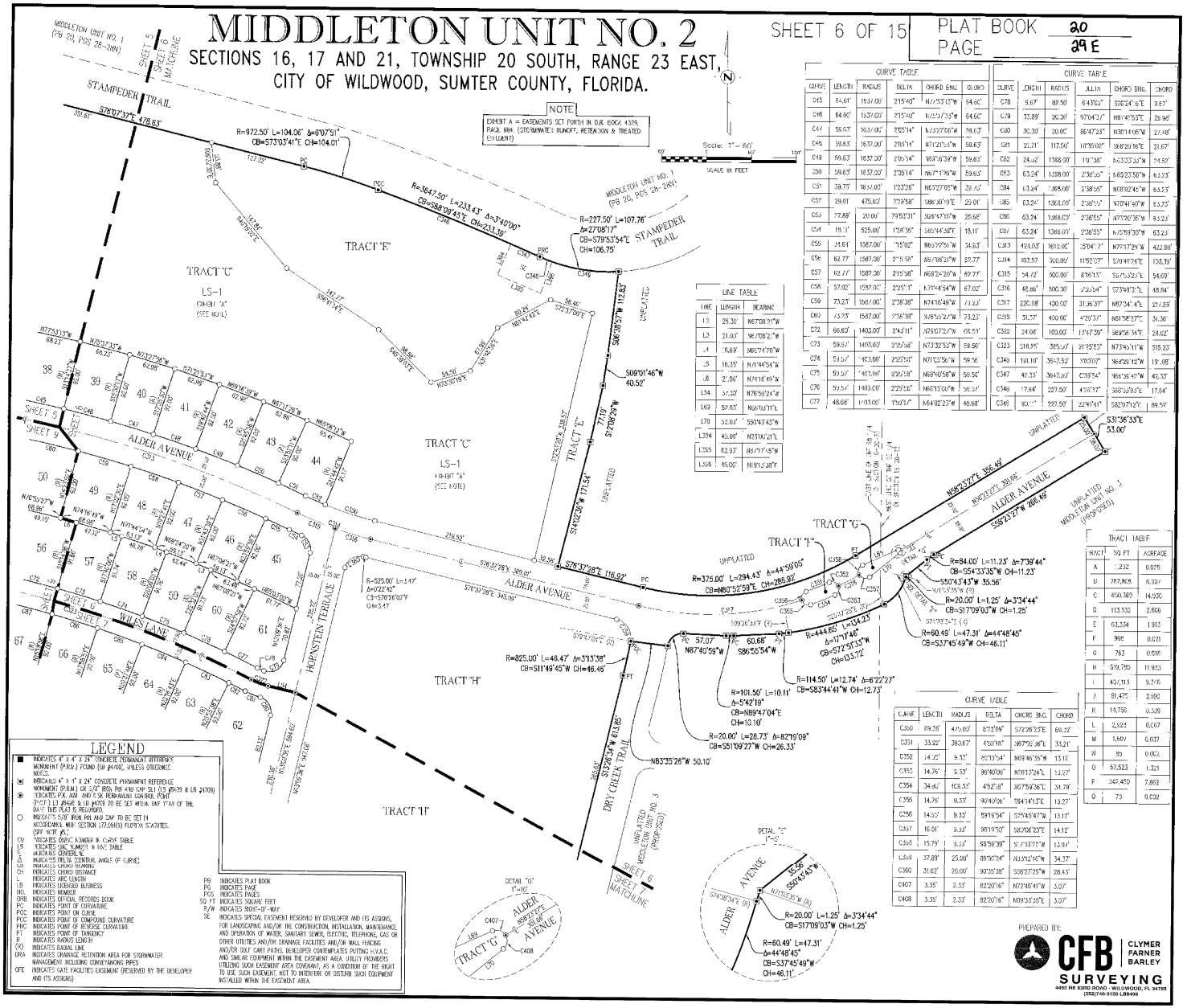
PREPARED BY: CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB6498

MIDDLETON UNIT NO. 2

SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 6 OF 15

PLAT BOOK 20
PAGE 39 E



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD
C45	64.61'	1537.00'	2°15'40"	N72°53'13"W	64.60'
C46	64.90'	1537.00'	2°25'40"	N70°37'33"W	64.60'
C47	58.63'	1637.00'	2°03'14"	N69°27'06"W	58.63'
C48	59.63'	1637.00'	2°05'14"	N67°22'05"W	59.63'
C49	59.63'	1637.00'	2°05'14"	N65°16'51"W	59.63'
C50	59.63'	1637.00'	2°05'14"	N63°11'36"W	59.63'
C51	38.75'	1637.00'	1°21'28"	N62°07'05"W	38.75'
C52	29.01'	475.00'	3°29'58"	S86°30'19"E	29.01'
C53	27.89'	20.00'	79°53'31"	N28°47'16"W	25.68'
C54	19.11'	525.00'	1°56'36"	S85°44'58"E	19.11'
C55	34.64'	1587.00'	1°15'02"	N86°29'51"W	34.63'
C56	62.77'	1587.00'	2°16'08"	N84°08'21"W	62.77'
C57	62.17'	1587.00'	2°15'08"	N82°24'20"W	62.23'
C58	57.02'	1587.00'	2°03'11"	N80°14'54"W	57.02'
C59	73.23'	1587.00'	2°38'38"	N78°16'49"W	73.23'
C60	73.23'	1587.00'	2°38'38"	N75°38'12"W	73.23'
C72	66.85'	1403.00'	2°43'11"	N76°07'12"W	66.59'
C73	59.51'	1403.00'	2°25'56"	N73°32'53"W	59.56'
C74	59.51'	1403.00'	2°25'56"	N71°06'56"W	59.56'
C75	59.51'	1403.00'	2°25'56"	N68°40'58"W	59.50'
C76	59.51'	1403.00'	2°25'56"	N66°15'02"W	59.51'
C77	48.66'	1403.00'	1°59'11"	N64°02'23"W	48.66'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD
C78	9.67'	82.50'	6°43'02"	S08°24'16"E	9.67'
C79	33.89'	20.00'	97°04'31"	N81°41'53"E	29.96'
C80	30.30'	20.00'	86°47'23"	N36°14'05"W	27.48'
C81	21.71'	117.50'	10°35'02"	S88°20'16"E	21.67'
C82	24.02'	1388.00'	1°01'38"	N83°33'35"W	24.02'
C83	63.24'	1388.00'	2°36'55"	N85°23'50"W	63.23'
C84	63.24'	1388.00'	2°36'55"	N88°02'45"W	63.23'
C85	63.24'	1388.00'	2°36'55"	N70°41'49"W	63.23'
C86	63.24'	1388.00'	2°36'55"	N73°20'36"W	63.23'
C87	63.24'	1388.00'	2°36'55"	N75°59'30"W	63.23'
C313	424.03'	1612.00'	15°04'17"	N77°17'29"W	422.80'
C314	103.57'	300.00'	19°46'27"	S70°41'24"E	103.39'
C315	54.72'	500.00'	6°16'13"	S81°53'27"E	54.69'
C316	48.86'	500.00'	5°36'04"	S73°49'31"E	48.84'
C317	220.58'	400.00'	31°36'37"	N87°34'41"E	217.85'
C318	31.37'	400.00'	4°29'37"	N81°58'27"E	31.36'
C322	24.08'	100.00'	13°47'39"	S89°56'34"E	24.02'
C323	518.95'	385.00'	21°29'53"	N73°45'11"W	515.23'
C346	131.10'	3647.53'	2°03'07"	N86°26'42"W	131.08'
C347	40.33'	3647.00'	0°38'04"	N86°36'42"W	40.33'
C348	17.64'	227.50'	4°26'37"	S88°33'03"E	17.64'
C349	90.11'	227.50'	22°41'41"	S82°07'12"E	89.55'

LINE TABLE		
LINE	LENGTH	BEARING
L2	25.39'	N67°08'21"W
L3	21.03'	N67°08'21"W
L4	6.69'	N65°47'20"W
L5	16.35'	N74°46'54"W
L6	57.30'	N76°50'24"W
L69	52.03'	N66°03'31"E
L70	52.03'	S50°43'43"W
L394	45.07'	N23°00'21"E
L395	62.33'	N5°17'45"W
L396	45.05'	N19°13'38"E

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	7,232	0.075
B	287,868	6.607
C	650,389	14.930
D	113,532	2.606
E	63,334	1.913
F	909	0.021
G	763	0.018
H	579,785	11.953
I	420,113	9.646
J	91,475	2.100
K	14,756	0.339
L	2,925	0.067
M	1,607	0.037
N	95	0.002
O	57,523	1.321
P	342,450	7.862
Q	73	0.002

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD
C350	69.38'	475.00'	8°22'09"	S72°26'23"E	69.32'
C351	33.22'	350.67'	5°25'38"	S67°50'36"E	33.21'
C352	14.25'	9.33'	87°31'54"	N69°46'35"W	13.12'
C353	14.76'	9.33'	90°40'06"	N20°13'24"E	13.27'
C354	34.62'	408.33'	4°52'18"	N27°59'36"E	34.79'
C355	14.76'	9.33'	90°40'06"	S64°14'13"E	13.27'
C356	14.00'	9.33'	89°19'54"	S25°45'47"W	13.12'
C357	16.01'	9.33'	98°19'50"	S80°06'23"E	14.12'
C358	15.79'	9.33'	96°56'39"	S7°33'22"W	13.99'
C359	37.89'	25.00'	86°50'04"	N53°12'46"W	34.37'
C360	31.62'	20.00'	90°35'38"	S38°27'25"W	28.43'
C407	3.35'	2.33'	82°20'16"	N72°46'41"W	3.07'
C408	3.35'	2.33'	82°20'16"	N09°33'35"E	3.07'

LEGEND

- ■ INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4108), UNLESS OTHERWISE NOTED.
- [■] INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #5428 & LB #7078)
- ◉ INDICATES P.C.C. AND P.T. (PERMANENT CONTROL POINT (P.C.P.)) LB #5428 & LB #7078 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5).
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L8 INDICATES LINE NUMBER IN LINE TABLE
- (R) INDICATES RADIAL LINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE.
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

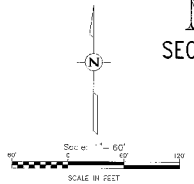
PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILLISTON, FL 34785
(352)748-3158 LB#499

MIDDLETON UNIT NO. 2

SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 7 OF 15

PLAT BOOK 20
PAGE 29 F



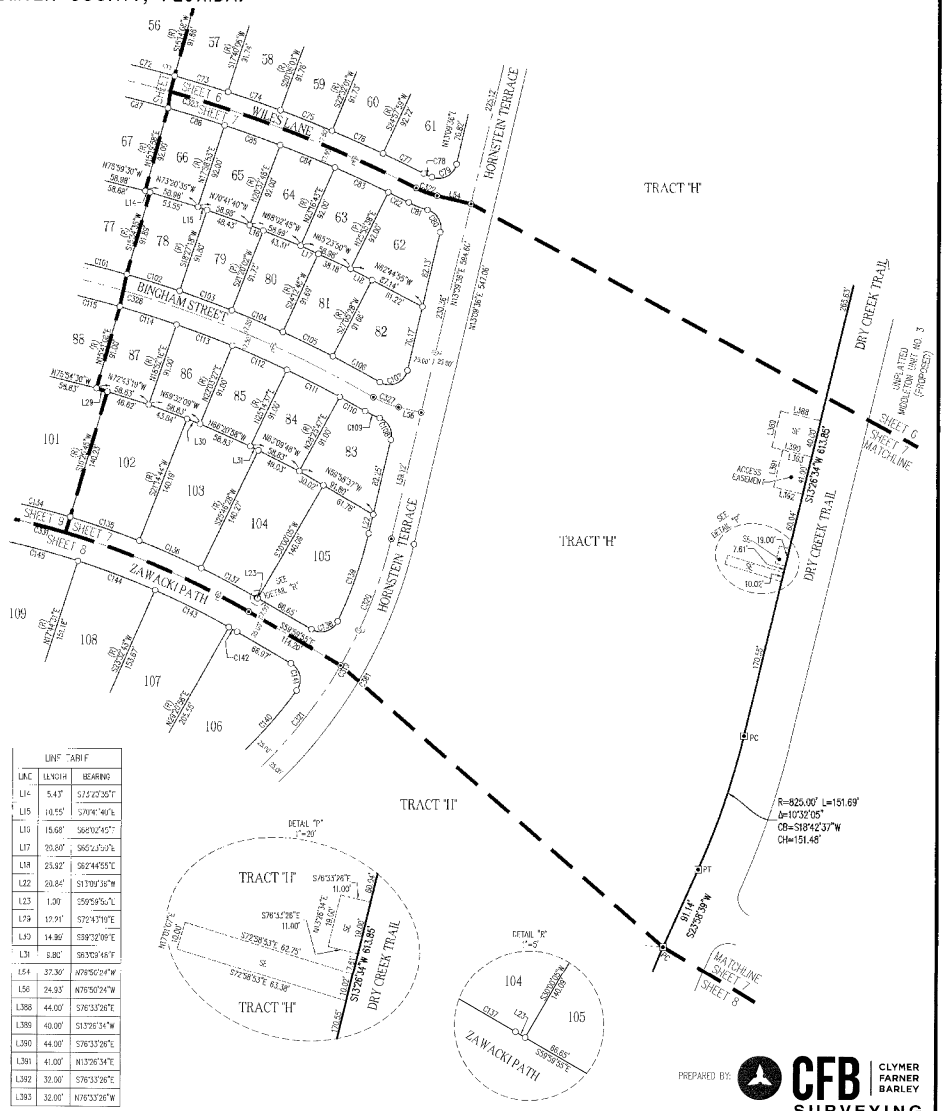
NOTE

EXHIBIT A – EASEMENTS SET FORTH IN O.R. BOOK 4319, PAGE 594, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,232	0.028
B	287,802	6.607
C	650,335	14.930
D	113,512	2.606
F	83,534	1.918
F	936	0.021
G	763	0.018
H	519,785	11.933
I	407,113	9.346
J	91,475	2.100
K	14,755	0.339
L	2,923	0.067
M	1,597	0.037
N	85	0.002
O	57,573	1.321
P	342,450	7.862
Q	70	0.002

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG	CHORD
C72	66.62'	1403.00'	2°43'11"	N76°03'27"W	66.61'
C73	59.57'	1403.00'	2°25'58"	N73°22'53"W	59.56'
C74	59.57'	1403.00'	2°25'58"	N70°56'55"W	59.56'
C75	59.57'	1403.00'	2°25'58"	N68°31'56"W	59.56'
C76	59.57'	1403.00'	2°25'58"	N66°05'57"W	59.57'
C77	48.68'	1403.00'	1°59'17"	N64°02'23"W	48.68'
C78	9.67'	82.50'	6°43'02"	S85°24'16"E	9.67'
C79	33.89'	20.00'	97°04'37"	N61°41'56"E	29.98'
C80	30.30'	20.00'	86°47'23"	N30°14'05"W	27.48'
C81	21.71'	117.53'	10°35'02"	S68°26'16"E	21.67'
C82	24.52'	1368.00'	1°01'35"	N63°33'33"W	24.52'
C83	53.24'	1368.00'	2°13'55"	N65°25'58"W	53.23'
C84	53.24'	1368.00'	2°13'55"	N67°39'52"W	53.23'
C85	53.24'	1368.00'	2°13'55"	N70°47'46"W	53.23'
C86	53.24'	1368.00'	2°13'55"	N73°21'52"W	53.23'
C87	53.24'	1368.00'	2°13'55"	N75°59'50"W	53.23'
C101	59.49'	1184.00'	2°52'43"	N[illegible]"W	59.48'
C102	59.49'	1184.00'	2°52'43"	N72°59'04"W	59.48'
C103	59.49'	1184.00'	2°52'43"	N70°06'20"W	59.48'
C104	59.49'	1184.00'	2°52'43"	N67°13'37"W	59.48'
C105	59.49'	1184.00'	2°52'43"	N64°20'53"W	59.48'
C106	57.15'	1184.00'	2°47'40"	N61°30'42"W	57.15'
C107	37.25'	20.00'	106°43'32"	N69°31'22"E	32.10'
C108	28.49'	20.00'	81°36'20"	N27°38'24"W	26.14'
C109	17.25'	117.50'	8°25'47"	S34°12'51"E	17.23'
C110	30.17'	1149.00'	1°30'16"	N62°47'35"W	30.17'
C111	63.90'	1149.00'	3°11'10"	N63°03'48"W	63.89'
C112	63.90'	1149.00'	3°11'10"	N66°20'58"W	63.89'
C113	63.90'	1149.00'	3°11'10"	N69°32'09"W	63.89'
C114	63.90'	1149.00'	3°11'10"	N72°43'19"W	63.89'
C115	63.90'	1149.00'	3°11'10"	N75°54'30"W	63.89'
C134	78.48'	917.50'	4°54'00"	N76°01'15"W	78.44'
C135	78.48'	917.50'	4°54'00"	N71°12'15"W	78.44'
C136	72.32'	917.50'	4°31'13"	N68°19'24"W	72.30'
C137	67.69'	917.50'	4°13'27"	N62°06'44"W	67.67'
C138	32.07'	20.00'	91°53'39"	N72°58'15"E	28.75'
C139	100.43'	475.50'	12°06'48"	N10°13'01"E	100.24'
C140	93.66'	475.00'	11°17'54"	N11°16'34"E	93.51'
C141	33.10'	20.00'	95°40'33"	N12°09'39"W	29.35'
C142	9.98'	875.00'	0°39'08"	S80°18'50"W	9.98'
C143	88.63'	875.00'	5°48'13"	S85°33'11"W	88.59'
C144	88.63'	875.00'	5°48'13"	S89°21'23"W	88.59'
C145	88.63'	875.00'	5°48'13"	N[illegible]"W	88.59'
C146	146.97'	500.00'	16°50'25"	N73°45'41"W	146.44'
C147	149.12'	500.00'	16°58'24"	N89°29'17"W	148.58'
C322	24.08'	100.00'	13°47'25"	S89°58'54"E	24.02'
C323	518.25'	1365.50'	21°25'53"	N73°45'41"W	515.23'
C327	29.36'	100.00'	16°49'27"	S88°25'40"E	29.25'
C324	565.56'	1166.50'	27°46'44"	N73°54'19"W	560.05'
C331	480.54'	900.00'	30°35'31"	N75°17'40"W	474.89'
C361	304.84'	525.00'	33°16'15"	N30°04'03"E	300.57'

LINE TABLE		
LINE	LENGTH	BEARING
L14	5.43'	S75°03'35"E
L15	10.55'	S70°01'40"E
L19	15.68'	S66°02'45"E
L17	20.80'	S60°25'30"E
L18	23.92'	S62°44'55"E
L22	20.84'	S13°09'38"W
L23	1.30'	S59°59'50"E
L79	12.91'	S72°43'19"E
L30	14.96'	S39°32'09"E
L31	9.86'	S63°03'46"E
L54	37.36'	N78°56'24"W
L56	24.93'	N76°50'24"W
L388	44.00'	S76°33'26"E
L389	40.00'	S13°26'34"W
L390	44.00'	S76°33'26"E
L391	41.00'	N13°26'34"E
L392	32.00'	S76°33'26"E
L393	32.00'	N76°33'26"W



LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #1705), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #6493 & LB #4798)
- ◉ INDICATES P.R.M. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6493 & LB #6720 IN or SET NOW OR, THE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SEC. ON 177.091(9) FLORIDA STATUTES (SEE NOTE #5.)
- CM INDICATES CHAIN, MONUMENT OR CORNER LABEL
- LT INDICATES LINE RADIUS IN LINE TABLE
- Δ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CD INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCE PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PB INDICATES PLAT BOOK
PG INDICATES PAGE
PGS INDICATES PAGES
SQ FT INDICATES SQUARE FEET
R/W INDICATES RIGHT OF WAY

PREPARED BY:

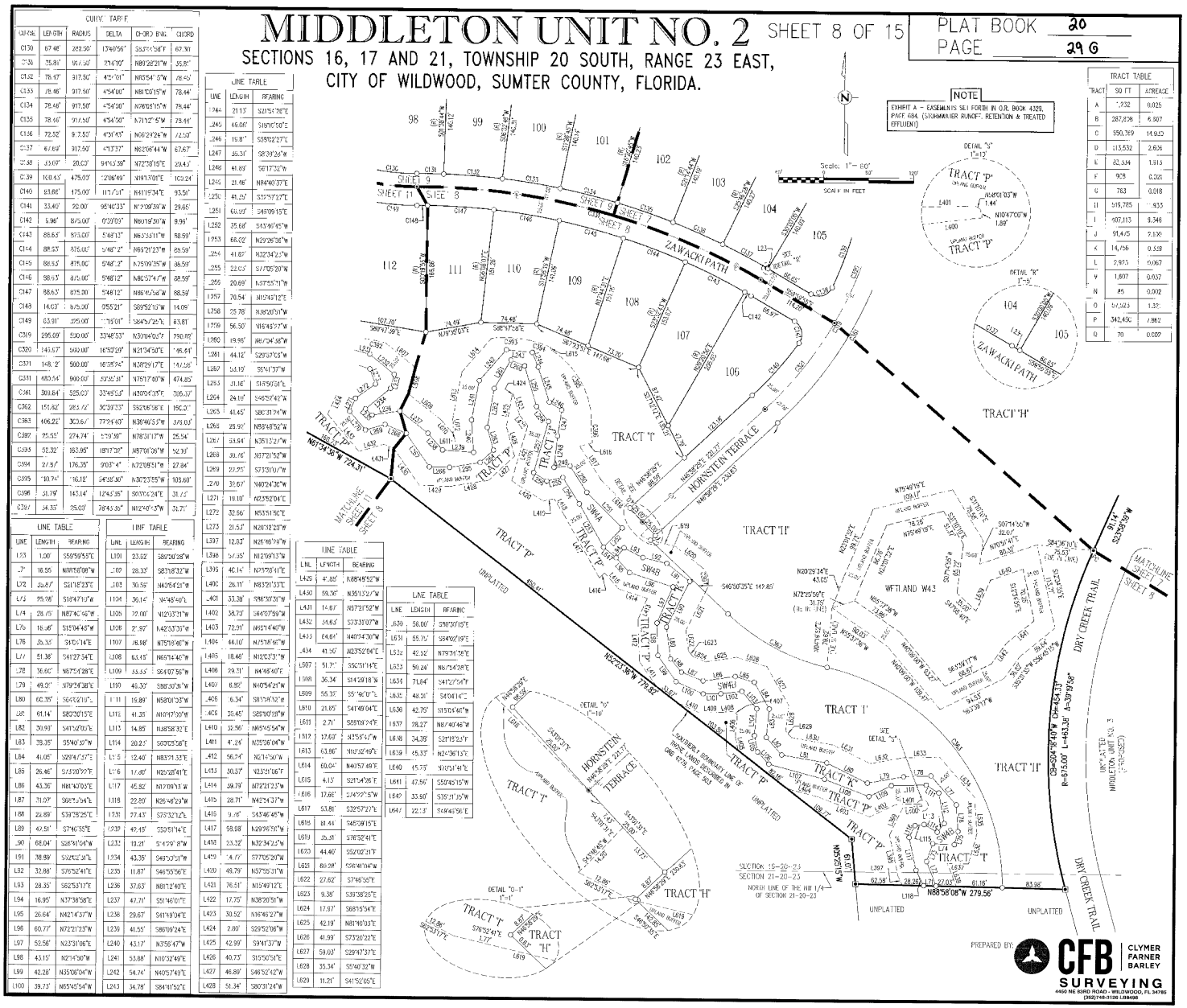
CFB CLYMER FARNER BARLEY SURVEYING
4480 NE 80RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB6498

MIDDLETON UNIT NO. 2

SHEET 8 OF 15

PLAT BOOK 20
PAGE 29 G

SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C130	67.48'	282.50'	13°40'56"	S83°01'58"E	67.30'
C131	35.81'	951.50'	2°14'10"	N89°28'21"W	35.81'
C132	78.17'	317.50'	14°51'01"	N85°54'15"W	78.45'
C133	78.46'	317.50'	14°54'00"	N81°08'15"W	78.44'
C134	78.46'	317.50'	14°54'00"	N76°08'15"W	78.44'
C135	78.46'	317.50'	14°54'00"	N71°12'15"W	78.44'
C136	72.52'	9.75.50'	4°31'43"	N66°24'24"W	72.50'
C137	67.69'	317.50'	12°13'37"	N62°06'44"W	67.67'
C138	33.07'	20.00'	94°43.39"	N72°38'15"E	29.43'
C139	100.43'	475.00'	12°06'49"	N83°31'01"E	100.24'
C140	93.86'	475.00'	11°19'14"	N71°15'34"E	93.70'
C141	33.40'	20.00'	95°40'33"	N12°08'39"W	29.65'
C142	8.96'	875.00'	0°35'05"	N80°19'30"W	8.96'
C143	88.63'	875.00'	5°48'12"	N83°33'11"W	88.59'
C144	88.63'	875.00'	5°48'12"	N89°21'23"W	88.59'
C145	88.63'	875.00'	5°48'12"	N75°09'35"W	88.59'
C146	88.63'	875.00'	5°48'12"	N68°57'47"W	88.59'
C147	88.63'	875.00'	5°48'12"	N63°45'58"W	88.59'
C148	14.03'	875.00'	0°55'21"	S89°52'13"W	14.09'
C149	63.91'	225.00'	16°16'01"	S84°47'25"E	63.81'
C319	295.09'	550.00'	33°48'53"	N30°04'03"E	290.89'
C320	345.57'	550.00'	16°52'09"	N21°34'50"E	344.44'
C321	148.52'	550.00'	15°28'44"	N38°29'17"E	148.08'
C331	480.54'	900.00'	30°36'31"	N75°17'50"W	474.85'
C361	309.84'	525.00'	33°48'53"	N30°04'03"E	305.37'
C362	151.82'	225.22'	38°38'23"	S82°08'58"E	150.20'
C363	406.22'	300.67'	77°24'40"	N38°46'53"W	376.03'
C387	25.55'	274.74'	5°19'38"	N78°31'17"W	25.54'
C395	52.32'	183.95'	16°17'20"	N87°01'06"W	52.10'
C394	27.50'	176.35'	9°03'4"	N72°08'51"E	27.84'
C395	110.74'	16.12'	54°58'30"	N30°23'55"W	103.60'
C396	31.79'	143.14'	12°43'35"	S03°04'24"E	31.72'
C397	34.35'	25.00'	78°43.36"	N12°48'37"W	31.71'

LINE TABLE

LINE	LENGTH	BEARING
L1	1.00'	S59°59'55"E
L2	16.55	N88°58'08"W
L72	20.87'	S21°16'23"E
L73	99.28'	S21°47'17"W
L74	28.15'	N87°40'46"W
L76	16.46'	S15°04'48"W
L77	51.38'	S41°27'54"E
L78	36.60'	N87°54'28"E
L79	49.0'	N79°34'38"E
L80	60.39'	S64°42'10"E
L81	61.14'	S82°30'15"E
L82	30.93'	S41°50'00"E
L83	39.35'	S59°01'57"W
L84	41.05'	S29°47'37"E
L85	26.46'	S75°20'22"E
L86	43.36'	N81°40'03"E
L87	31.07'	S88°43'54"E
L88	22.89'	S39°38'25"E
L89	42.51'	S7°46'35"E
L90	68.04'	S28°41'04"W
L91	38.89'	S32°52'31"E
L92	32.88'	S76°52'41"E
L93	28.35'	S62°53'17"E
L94	16.95'	N37°38'58"E
L95	26.64'	N42°14'37"W
L96	60.77'	N72°21'23"W
L97	52.56'	N23°31'06"E
L98	43.15'	N2°14'30"W
L99	42.28'	N35°06'04"W
L100	39.73'	N65°45'54"W

LINE TABLE

LINE	LENGTH	BEARING
L101	23.52'	S89°20'28"W
L102	28.33'	S83°18'32"W
L103	30.56'	N40°54'21"W
L104	36.14'	N74°48'40"E
L105	20.00'	N12°13'21"W
L106	2.97'	N42°33'36"W
L107	76.98'	N75°16'46"W
L108	63.45'	N69°14'46"W
L109	53.53'	S64°07'56"W
L110	46.32'	S88°30'31"W
L111	19.89'	N58°01'33"W
L112	41.35'	N10°47'00"W
L113	14.85'	N38°56'32"E
L114	20.23'	S60°05'58"E
L115	12.40'	N83°21'32"E
L116	17.68'	N25°28'41"E
L117	45.82'	N17°09'13"W
L118	22.80'	N26°48'29"W
L119	27.43'	S75°32'12"E
L120	42.45'	S50°51'14"E
L233	19.21'	S14°59'18"W
L234	43.35'	S49°53'51"E
L235	11.87'	S46°55'56"E
L236	37.63'	N81°12'40"E
L237	47.71'	S51°46'01"E
L238	29.67'	S41°49'04"E
L239	41.55'	S86°09'24"E
L240	43.17'	N3°56'47"W
L241	53.88'	N10°32'49"E
L242	54.74'	N40°57'49"E
L243	34.78'	S84°41'52"E

LINE TABLE

LINE	LENGTH	BEARING
L244	21.13'	S21°51'28"E
L245	46.66'	S18°10'50"E
L246	19.81'	S59°02'27"E
L247	35.31'	S8°39'26"W
L248	41.89'	S6°17'32"W
L249	21.46'	N88°40'37"E
L250	41.25'	S32°57'27"E
L251	60.09'	S48°09'15"E
L252	35.68'	S83°46'45"W
L253	66.02'	N29°26'36"W
L254	41.82'	N32°34'23"W
L255	22.05'	S7°05'20"W
L256	20.69'	N37°55'11"W
L257	20.54'	N12°45'12"E
L258	25.78'	N38°20'51"W
L259	56.50'	N16°48'27"W
L260	19.98'	N6°34'38"W
L261	44.12'	S29°07'08"W
L262	50.19'	S6°41'37"W
L263	31.16'	S18°50'51"E
L264	24.10'	S46°52'42"W
L265	41.45'	S80°31'24"W
L266	25.90'	N88°48'52"W
L267	53.64'	N25°12'27"W
L268	30.76'	N37°21'52"W
L269	22.25'	S73°33'07"W
L270	30.67'	N40°24'36"W
L271	19.10'	N23°52'04"E
L272	32.56'	N53°51'50"E
L273	21.53'	N20°32'20"W
L397	12.83'	N26°46'59"W
L398	57.35'	N12°09'13"W
L399	40.14'	N75°58'41"E
L400	26.11'	N83°21'33"E
L401	33.38'	S86°30'31"W
L402	38.73'	S64°07'59"W
L403	72.91'	N85°14'40"W
L404	44.10'	N75°16'46"W
L405	18.46'	N12°03'33"W
L406	29.31'	N4°48'40"E
L407	6.80'	N40°54'21"W
L408	6.34'	S81°31'52"E
L409	20.45'	S85°30'28"W
L410	32.56'	N65°45'54"W
L411	41.24'	N35°06'04"W
L412	56.24'	N21°42'50"W
L413	30.57'	N22°51'06"E
L414	39.79'	N72°21'23"W
L415	28.71'	N42°34'37"W
L416	9.76'	S43°46'45"W
L417	58.88'	N29°26'36"W
L418	23.32'	N32°34'23"W
L419	4.77'	S7°05'20"W
L420	49.79'	N37°55'11"W
L421	76.51'	N15°49'12"E
L422	17.75'	N38°20'51"W
L423	30.52'	N16°48'27"W
L424	2.80'	S29°52'06"W
L425	42.99'	S9°41'37"W
L426	40.73'	S15°50'51"E
L427	46.89'	S46°52'42"W
L428	51.34'	S80°31'24"W

LINE TABLE

LINE	LENGTH	BEARING
L425	41.05'	N88°48'52"W
L430	59.36'	N35°15'27"W
L431	14.67'	N57°21'52"W
L432	34.63'	S73°33'07"W
L433	64.84'	N40°14'30"W
L434	41.35'	N23°52'04"E
L507	51.27'	S56°51'14"E
L508	36.34'	S14°29'18"W
L509	55.33'	S5°46'01"E
L510	21.85'	S41°49'04"E
L511	2.71'	S88°08'24"E
L512	12.63'	N2°58'47"W
L513	63.86'	N10°32'49"E
L514	60.04'	N40°57'49"E
L515	4.13'	S21°34'26"E
L516	17.66'	S74°27'15"W
L517	53.81'	S29°57'27"E
L518	81.44'	S45°09'15"E
L519	25.51'	S76°52'41"E
L520	44.40'	S52°02'31"E
L521	60.29'	S28°41'04"W
L522	27.62'	S7°46'35"E
L523	9.38'	S39°38'25"E
L524	17.97'	S68°15'54"E
L525	42.19'	N81°40'03"E
L526	41.99'	S73°20'22"E
L527	59.03'	S29°47'37"E
L528	35.34'	S5°40'32"W
L529	11.21'	S41°52'05"E

LINE TABLE

LINE	LENGTH	BEARING
L530	58.00'	S80°30'15"E
L531	55.70'	S5°49'19"E
L532	42.52'	N79°34'38"E
L533	59.24'	N6°54'28"E
L534	71.84'	S41°27'54"E
L535	48.31'	S4°04'14"E
L536	42.75'	S15°04'48"W
L537	28.27'	N81°40'46"W
L538	34.39'	S22°18'23"E
L539	45.33'	N24°36'13"E
L540	45.75'	N7°01'41"E
L541	47.56'	S50°45'15"W
L542	33.60'	S35°31'35"W
L543	22.13'	S69°48'59"E

TRACT TABLE

TRACT	SQ FT	ACREAGE
A	1,232	0.025
B	287,838	6.607
C	950,769	14.952
D	113,532	2.606
E	82,334	1.913
F	928	0.021
G	763	0.018
H	515,785	11.935
I	407,113	9.346
J	91,415	2.100
K	14,756	0.339
L	2,923	0.067
M	1,807	0.037
N	85	0.002
O	57,523	1.321
P	342,450	7.862
Q	70	0.002

MIDDLETON UNIT NO. 2

SHEET 9 OF 15

PLAT BOOK 20
PAGE 29 H

SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C41	70.39'	475.00'	8°29'27"	S82°00'46"E	70.33'
C42	70.39'	475.00'	8°29'27"	S73°31'19"E	70.33'
C43	42.10'	475.00'	5°04'51"	S77°17'17"E	42.09'
C44	23.13'	1537.00'	0°51'34"	N79°25'30"W	23.13'
C45	64.61'	1537.00'	2°24'40"	N77°53'51"W	64.60'
C46	64.60'	1537.00'	2°24'40"	N75°37'33"W	64.60'
C56	73.23'	1587.00'	2°38'38"	N74°16'49"W	73.23'
C60	73.23'	1587.00'	2°38'38"	N76°55'27"W	73.23'
C61	43.79'	1587.00'	1°34'51"	N79°02'12"W	43.78'
C62	27.38'	595.00'	2°38'16"	S78°19'38"E	27.38'
C63	55.59'	525.00'	6°04'05"	S73°48'17"E	55.58'
C64	20.78'	20.00'	76°42'38"	S70°52'26"W	24.82'
C65	31.98'	282.50'	6°29'08"	N33°45'41"E	31.96'
C66	22.23'	282.50'	4°30'33"	N41°15'21"E	22.23'
C67	31.42'	20.00'	90°00'00"	S01°29'15"E	28.28'
C68	54.70'	82.50'	37°58'24"	S62°29'26"E	53.71'
C69	32.24'	1403.00'	1°19'00"	N83°49'08"W	32.24'
C70	69.50'	1403.00'	2°50'18"	N81°44'29"W	69.49'
C71	69.50'	1407.00'	2°50'18"	N78°54'12"W	69.49'
C72	66.60'	1403.00'	2°43'11"	N76°07'27"W	66.59'
C73	69.57'	1403.00'	2°25'58"	N73°32'53"W	69.56'
C88	63.24'	1358.00'	2°39'55"	N73°20'35"W	63.23'
C87	63.24'	1358.00'	2°39'55"	N70°59'32"W	63.23'
C86	63.24'	1358.00'	2°39'55"	N68°39'25"W	63.23'
C85	74.75'	1358.00'	3°09'51"	N65°13'48"W	74.75'
C90	32.99'	1358.00'	1°23'54"	N63°47'31"W	32.99'
C91	35.12'	1175.00'	1°42'29"	S75°54'55"E	34.99'
C92	42.79'	117.50'	23°51'55"	S56°35'11"E	42.55'
C93	31.42'	20.00'	90°00'00"	S88°30'47"W	28.28'
C94	26.93'	20.00'	77°08'48"	S04°35'22"W	24.94'
C95	57.07'	132.50'	24°40'47"	S45°58'25"E	56.63'
C96	68.18'	132.50'	29°28'52"	S73°03'14"E	67.43'
C97	38.25'	1184.00'	1°51'21"	N86°52'05"W	38.25'
C98	59.49'	1184.00'	2°52'43"	N84°29'37"W	59.48'
C99	59.49'	1184.00'	2°52'43"	N81°37'47"W	59.48'
C100	59.49'	1184.00'	2°52'43"	N78°44'33"W	59.48'
C101	59.49'	1184.00'	2°52'43"	N75°51'47"W	59.48'
C102	58.49'	1184.00'	2°52'43"	N72°59'04"W	58.48'
C114	63.96'	1149.00'	3°11'16"	N72°47'19"W	63.96'
C115	63.96'	1149.00'	3°11'16"	N75°54'33"W	63.89'
C116	63.96'	1149.00'	3°11'16"	N79°05'49"W	63.89'
C117	63.96'	1149.00'	3°11'16"	N82°28'51"W	63.89'
C118	63.96'	1149.00'	3°11'16"	N85°28'51"W	63.89'
C119	14.73'	1149.00'	0°44'04"	N87°25'38"W	14.73'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C120	51.14'	167.50'	7°29'33"	S79°02'54"E	50.94'
C121	65.56'	167.50'	22°26'01"	S89°05'07"E	65.16'
C122	41.61'	167.50'	14°14'06"	S40°45'04"E	41.51'
C123	35.41'	20.00'	101°26'55"	N84°21'09"W	30.98'
C124	69.78'	782.50'	5°06'28"	N47°28'17"E	69.74'
C125	118.01'	782.50'	8°38'28"	N54°20'46"E	117.90'
C126	32.22'	20.00'	92°18'01"	S12°30'59"W	28.85'
C127	3.80'	282.50'	0°46'14"	S41°01'04"E	3.80'
C128	104.12'	282.50'	21°07'05"	S44°57'48"E	103.54'
C129	105.44'	282.50'	21°23'09"	S66°25'05"E	104.83'
C130	67.46'	282.50'	13°40'56"	S83°44'56"E	67.30'
C13	35.81'	917.50'	2°14'10"	N89°28'21"W	35.81'
C132	78.47'	917.50'	4°54'01"	N85°54'16"W	78.45'
C133	78.45'	917.50'	4°54'00"	N81°00'15"W	78.44'
C134	78.45'	917.50'	4°54'00"	N76°06'15"W	78.44'
C135	78.45'	917.50'	4°54'00"	N71°12'15"W	78.44'
C145	88.63'	875.00'	5°48'12"	N75°09'35"W	88.59'
C146	88.63'	875.00'	5°48'12"	N80°57'47"W	88.59'
C147	88.63'	875.00'	5°48'12"	N86°46'58"W	88.59'
C148	14.09'	875.00'	0°55'21"	S89°50'15"W	14.09'
C149	93.91'	225.00'	11°56'31"	S84°52'25"E	93.21'
C150	56.77'	225.00'	0°00'27"	S74°59'13"E	56.69'
C15	3.48'	475.00'	0°25'11"	N33°50'37"W	3.48'
C152	68.90'	475.00'	8°18'46"	N38°12'33"W	68.84'
C262	75.80'	525.00'	8°16'22"	S37°50'46"E	75.74'
C263	32.99'	20.00'	94°30'07"	N14°43'56"W	29.37'
C264	24.27'	240.00'	5°49'00"	N35°25'37"E	24.25'
C265	21.69'	240.00'	5°10'39"	N40°55'27"E	21.68'
C266	24.83'	740.00'	1°55'22"	N44°28'27"E	24.83'
C267	67.03'	740.00'	5°11'24"	N48°01'50"E	67.01'
C268	107.26'	740.00'	8°18'18"	N54°46'41"E	107.17'
C269	30.52'	20.00'	87°26'09"	S77°21'05"E	27.64'
C270	46.01'	517.50'	5°05'40"	N36°10'32"W	46.00'
C310	229.83'	500.00'	26°20'10"	S66°29'32"E	227.81'
C311	353.45'	500.00'	13°31'46"	S90°00'21"E	352.39'
C312	114.78'	500.00'	13°09'23"	S73°16'25"E	114.53'
C313	474.03'	1612.09'	15°04'17"	N72°17'29"W	472.50'
C323	518.25'	1385.50'	21°25'53"	N73°45'41"W	515.23'
C324	66.31'	103.00'	37°59'24"	S35°28'56"E	65.10'
C325	48.41'	257.50'	10°39'39"	N38°03'57"E	48.33'
C326	239.74'	757.50'	18°08'01"	N52°34'47"E	238.74'
C328	565.56'	1166.50'	27°46'44"	N73°54'19"W	560.03'
C329	141.79'	150.00'	54°09'39"	S80°42'5"E	136.57'
C330	22.43'	103.00'	12°51'12"	N40°03'38"W	22.39'
C331	480.94'	600.00'	30°35'31"	N75°17'40"W	474.85'
C332	298.22'	300.00'	56°57'24"	S52°06'44"E	286.10'
C364	202.40'	325.00'	35°40'55"	S51°26'30"E	199.15'

LINE TABLE		
LINE	LENGTH	BEARING
L6	21.86'	N74°16'49"W
L7	16.88'	N76°55'27"W
L8	18.24'	N78°43'11"W
L9	49.22'	S32°31'07"W
L10	7.33'	S40°28'17"E
L11	0.79'	S81°31'48"E
L12	4.83'	S81°31'48"E
L13	0.90'	S75°56'30"E
L14	5.45'	S73°26'35"E
L19	7.33'	S46°58'13"E
L20	26.36'	N33°38'02"W
L21	11.49'	S33°38'02"E
L24	9.79'	S33°38'02"E
L25	3.80'	S36°55'16"E
L26	23.90'	S88°37'05"E
L27	7.75'	S82°16'31"E
L28	18.44'	S79°03'40"E
L29	12.21'	S72°43'19"E
L45	11.16'	S33°38'02"E
L55	52.55'	N46°29'13"W
L57	29.48'	N33°38'02"W
L58	13.22'	N46°29'13"W

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,232	0.028
B	287,008	6.607
C	650,389	14.930
D	113,532	2.606
E	83,334	1.913
F	908	0.021
G	763	0.018
H	319,765	11.933
I	407,113	9.349
J	91,475	2.100
K	14,755	0.339
L	2,923	0.067
M	1,507	0.035
N	85	0.002
O	57,563	1.321
P	342,450	7.862
Q	70	0.002

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684, (STORMWATER, MAINTENTION & TREATED EFFLUENT)

Scale: 1" = 60'

SCALE IN FEET

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (ID #4709), UNLESS OTHERWISE NOTED.
- ⊛ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #3958 & LB #4709)
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #3958 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP #0 BE SET IN ACCORDANCE WITH SECTION 177.091(8), FLORIDA STATUTES. (SEE NOTE #5)

C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
I	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NC	INDICATES NAIL & CAP
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
S/W	INDICATES RIGHT-OF-WAY

TRACT 'T'

DETAIL "B" 1"=50'

DETAIL "C" 1"=50'

DETAIL "D" 1"=50'

PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING

4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

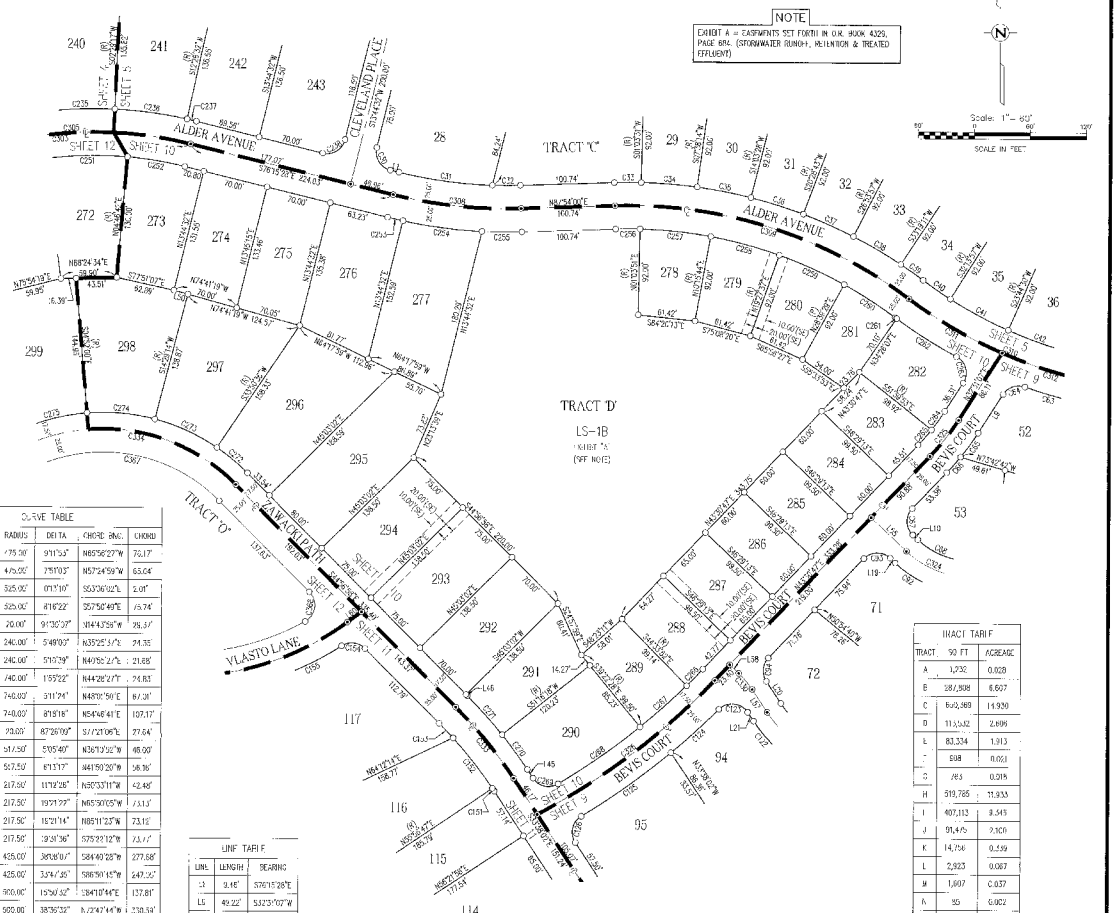
MIDDLETON UNIT NO. 2

SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 10 OF 15

PLAT BOOK 20
PAGE 29 I

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 874. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C30	31.47'	20.00'	90°08'00"	S31°15'48"E	28.25'
C31	101.39'	475.00'	12°13'-0"	S82°22'03"E	101.17'
C32	30.05'	475.00'	3°37'99"	S89°42'41"E	30.05'
C33	28.94'	525.00'	3°09'31"	S86°28'46"E	28.94'
C34	60.28'	525.00'	6°34'42"	N80°39'07"E	60.25'
C35	58.63'	525.00'	6°25'14"	N73°03'03"E	58.60'
C36	58.63'	525.00'	6°25'14"	N67°43'50"E	58.60'
C37	58.83'	525.00'	6°25'14"	N61°18'40"E	58.80'
C38	58.83'	525.00'	6°25'14"	N55°53'26"E	58.80'
C39	29.22'	525.00'	3°11'2"	N55°05'08"E	29.22'
C40	33.45'	475.00'	4°16'35"	S55°37'45"E	33.44'
C41	70.39'	475.00'	8°29'27"	S62°08'46"E	70.33'
C42	70.39'	475.00'	8°29'27"	S70°38'13"E	70.33'
C43	55.66'	525.00'	6°04'05"	S73°48'17"E	55.58'
C44	26.78'	20.00'	76°42'38"	S70°52'26"W	24.83'
C45	31.96'	282.50'	6°28'08"	N35°40'4"E	31.96'
C46	22.23'	282.50'	4°30'32"	N41°53'31"E	22.23'
C47	31.42'	20.00'	90°00'00"	S01°29'15"L	28.28'
C48	54.70'	82.50'	37°59'24"	S65°28'56"E	53.71'
C82	42.39'	117.50'	20°51'58"	S69°55'11"E	42.55'
C83	31.42'	20.00'	90°00'00"	S68°30'47"W	28.28'
C84	26.53'	20.00'	77°08'48"	S04°56'22"W	24.34'
C122	41.61'	167.50'	14°14'05"	S40°45'04"E	41.51'
C123	35.41'	20.00'	101°26'23"	N64°11'14"W	30.95'
C124	69.75'	782.50'	5°06'28"	64°26'17"E	69.74'
C125	118.01'	782.50'	8°38'28"	N54°40'43"E	117.90'
C126	32.22'	20.00'	92°18'01"	S12°30'39"W	28.85'
C151	3.48'	473.00'	0°25'1"	N33°54'37"W	3.48'
C152	68.90'	475.00'	8°18'40"	N38°12'33"W	68.84'
C153	21.43'	475.00'	2°35'06"	N43°39'26"W	21.43'
C154	27.22'	20.00'	77°58'53"	N83°59'16"W	25.17'
C155	77.28'	31.55'	175°6'43"	N64°22'47"E	77.09'
C235	73.97'	450.00'	9°25'07"	S87°46'43"W	73.89'
C236	78.18'	450.00'	9°57'15"	N87°37'06"W	78.08'
C237	10.2'	450.00'	1°18'00"	N78°54'28"W	10.21'
C238	31.42'	20.00'	90°00'00"	N58°44'32"E	28.28'
C251	68.93'	430.00'	12°44'16"	S88°24'34"W	68.74'
C252	62.58'	430.00'	8°37'59"	S83°44'23"W	62.52'
C253	16.77'	525.00'	1°49'50"	S77°10'23"E	16.77'
C254	85.65'	525.00'	9°20'49"	S82°45'42"E	85.55'
C255	42.74'	525.00'	4°39'53"	S89°45'03"E	42.73'
C256	28.23'	475.00'	3°09'50"	S88°28'56"W	28.23'
C257	77.53'	475.00'	9°11'-5"	N84°20'13"W	76.17'
C258	78.55'	475.00'	9°11'-5"	N75°08'20"W	76.17'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C259	78.75'	475.00'	9°11'53"	N85°56'27"W	78.17'
C260	65.09'	475.00'	7°51'03"	N57°24'59"W	65.04'
C261	2.07'	525.00'	0°13'10"	S53°36'02"L	2.07'
C262	75.80'	525.00'	8°16'22"	S57°50'49"E	75.74'
C263	32.99'	20.00'	94°30'37"	N14°43'56"W	29.37'
C264	24.37'	240.00'	5°49'03"	N35°25'31"E	24.35'
C265	21.69'	240.00'	5°10'39"	N40°55'21"E	21.68'
C266	24.83'	240.00'	5°55'22"	N44°26'21"E	24.83'
C267	67.03'	740.00'	5°11'24"	N48°01'50"E	67.01'
C268	107.28'	740.00'	8°18'18"	N54°46'41"E	107.17'
C269	30.52'	20.00'	87°26'09"	S77°27'09"E	27.64'
C270	46.01'	517.50'	5°05'40"	N36°13'02"W	46.00'
C271	36.19'	517.50'	4°13'17"	N41°50'20"W	36.18'
C272	42.54'	217.50'	11°12'28"	N50°33'11"W	42.48'
C273	73.48'	217.50'	19°21'27"	N65°50'05"W	73.13'
C274	73.42'	217.50'	19°21'14"	N85°11'23"W	73.12'
C275	74.12'	217.50'	19°31'36"	S75°22'12"W	73.77'
C303	282.88'	425.00'	38°08'07"	S84°40'28"W	277.68'
C304	250.66'	425.00'	33°47'35"	S86°50'45"W	247.09'
C308	32.75'	900.00'	1°50'32"	S84°10'44"E	137.81'
C309	326.9.'	500.00'	38°36'32"	N.2°47'44"W	230.59'
C310	229.83'	500.00'	26°70'10"	S66°36'32"E	227.81'
C311	75.45'	500.20'	8°38'46"	S62°06'21"E	75.16'
C312	114.29'	500.00'	13°06'23"	S73°16'26"E	114.13'
C324	66.31'	100.00'	37°59'24"	S65°28'56"E	65.10'
C325	49.41'	257.50'	10°59'39"	N38°05'57"E	49.33'
C326	239.74'	757.50'	18°08'01"	N52°34'47"E	238.74'
C330	22.43'	100.00'	12°51'12"	N40°03'38"W	22.39'
C333	98.75'	500.00'	11°18'57"	N39°13'30"W	98.59'
C334	242.40'	200.00'	69°26'37"	N79°40'17"W	227.84'
C367	212.10'	175.00'	69°26'37"	N79°40'17"W	199.36'
C368	37.09'	20.00'	106°00'14"	N08°03'09"E	31.95'

LINE TABLE		
LINE	LENGTH	BEARING
L3	9.46'	S76°15'28"E
L5	49.22'	S32°3'07"W
L10	7.33'	S46°29'13"E
L19	7.33'	S16°29'13"E
L20	28.36'	N23°38'02"W
L21	11.49'	S33°38'02"E
L45	11.16'	S33°38'02"E
L46	1.86'	S44°56'58"E
L50	15.48'	N74°41'19"W
L55	52.33'	N46°29'13"W
L57	29.48'	N33°38'02"W
L58	13.32'	N46°29'13"W
L60	18.77'	N52°27'36"E

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,232	0.028
B	284,308	6.527
C	649,389	14.910
D	113,562	2.606
E	83,334	1.913
F	698	0.021
G	783	0.018
H	519,765	11.933
I	407,113	9.345
J	91,475	2.100
K	14,756	0.339
L	2,923	0.067
M	1,907	0.037
N	95	0.002
O	57,573	1.321
P	342,410	7.862
Q	40	0.002

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE MONUMENT WITH BRASS MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4709 & LB #4709)
- ◉ INDICATES P.K. NAIL AND DISC PERMANENT CONTROL POINT (P.C.P.) LB #4709 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(7) FLORIDA STATUTES. (SEE NOTE #5.)

CM	INDICATES CURVE NUMBER IN CURVE TABLE
LN	INDICATES LINE NUMBER IN LINE TABLE
Δ	INDICATES CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
±	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

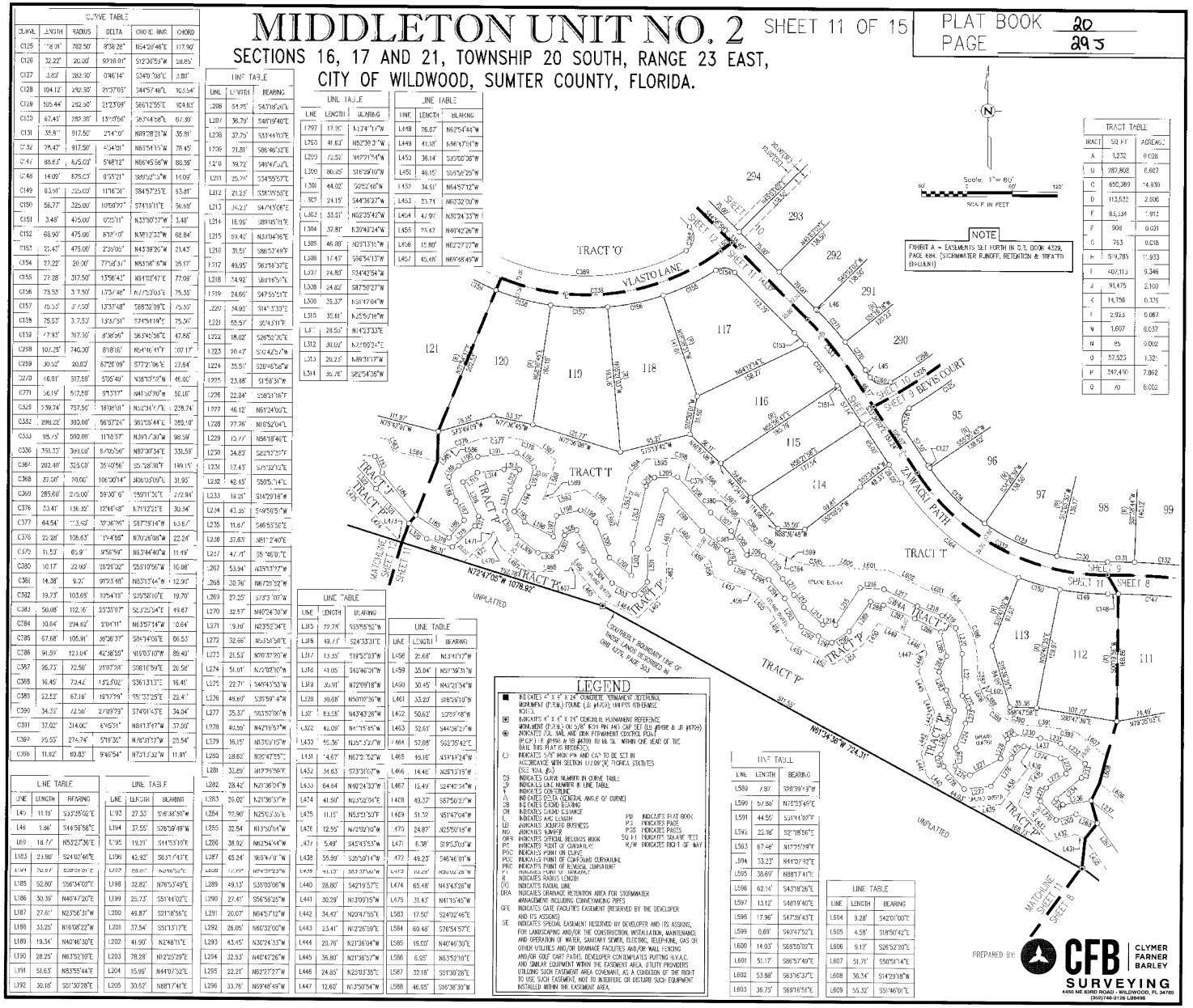
PREPARED BY:
CFB CLYMER FARNER BARLEY
SURVEYING
4480 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB#4849

MIDDLETON UNIT NO. 2

SHEET 11 OF 15

PLAT BOOK 20
PAGE 295

SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



Scale: 1" = 60'
SCALE IN FEET

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG	CHORD
C125	78.01'	782.50'	5°38'28"	N54°20'46"E	117.90'
C126	32.22'	20.00'	92°18'01"	S12°30'59"W	28.85'
C127	3.85'	282.50'	0°46'14"	S34°0'.08"E	3.85'
C128	104.12'	282.50'	21°07'05"	S44°57'48"E	103.54'
C129	105.44'	282.50'	21°23'09"	S66°12'55"E	104.83'
C130	67.45'	282.50'	13°40'56"	S83°44'58"E	67.30'
C131	35.8"	917.50'	2°14'0"	N89°28'21"W	35.81'
C132	78.47'	917.50'	4°54'01"	N86°51'15"W	78.45'
C147	88.8'	875.00'	5°48'12"	N86°45'56"W	88.56'
C148	14.09'	875.00'	0°55'21"	S89°0.0"W	14.09'
C149	93.91'	325.00'	16°33'01"	S84°57'25"E	93.61'
C150	56.77'	325.00'	10°00'27"	S74°18'11"E	56.69'
C151	3.48'	475.00'	0°25'11"	N33°30'37"W	3.48'
C152	68.90'	475.00'	8°18'40"	N39°12'33"W	68.84'
C153	21.43'	475.00'	2°35'05"	N43°39'26"W	21.43'
C154	27.22'	20.00'	77°58'37"	N83°56'.6"W	25.17'
C155	77.08'	317.50'	13°54'43"	N84°02'47"E	77.09'
C156	75.53'	317.50'	13°37'48"	N71°25'03"E	75.35'
C157	76.55'	317.50'	13°37'48"	S68°32'09"E	75.30'
C158	76.53'	317.50'	13°47'31"	S74°54'10"E	75.30'
C159	47.93'	317.50'	8°38'96"	S82°45'56"E	47.88'
C258	107.28'	740.00'	8°18'16"	N04°46'41"E	107.17'
C259	30.32'	20.02'	87°2'.09"	S77°2'.06"E	27.64'
C270	46.01'	317.50'	8°05'40"	N36°10'50"W	46.00'
C271	56.19'	317.50'	9°5'317"	N41°20'30"W	56.16'
C525	239.74'	757.50'	18°08'01"	N62°34'1"E	238.74'
C532	286.22'	302.00'	56°57'26"	S62°28'44"E	285.10'
C533	98.15'	590.00'	11°18'57"	N29°1'.30"W	98.59'
C536	351.33'	300.00'	67°05'56"	N87°0'.34"E	331.58'
C564	202.40'	325.00'	35°40'56"	S5°28'30"E	199.15'
C568	37.68'	20.00'	106°30'14"	N06°05'09"E	31.95'
C569	285.60'	275.00'	59°30' 6"	S69°11'26"E	272.94'
C576	33.41'	156.32'	12°16'48"	N.7°12'23"E	30.34'
C577	64.54'	113.50'	32°36'00"	S87°39'14"W	63.67'
C578	22.28'	196.63'	6°4'55"	N70°26'08"W	22.24'
C579	11.53'	65.9'	9°56'59"	N83°44'40"W	11.49'
C580	10.17'	22.00'	26°28'02"	S55°10'56"W	10.08'
C581	14.38'	9.01'	91°23.48"	N03°21'44"W	12.90'
C582	19.73'	103.69'	10°54'19"	S35°58'10"E	19.70'
C583	50.08'	112.16'	25°35'07"	S2.°25'.4"E	49.67'
C584	10.64'	294.82'	2°04'11"	N63°57'14"W	10.64'
C585	67.68'	105.91'	36°36'37"	S84°14'00"E	66.53'
C586	96.59'	123.04'	42°58'55"	N15°03'10"W	89.49'
C587	26.73'	72.50'	21°07'39"	S9.°1'.59"E	26.58'
C588	16.45'	72.42'	13°0.'02"	S36°13'17"E	16.41'
C589	22.52'	67.16'	19°12'99"	S5°.3'.25"E	22.41'
C590	34.35'	72.50'	27°09'29"	S74°01'.3"E	34.04'
C591	37.02'	314.00'	6°45'21"	N84°3.'47"W	37.00'
C592	25.55'	274.74'	5°19'35"	N.6°31'37"W	25.54'
C916	11.82'	69.83'	9°46'54"	N73°1.'.32"W	11.81'

LINE TABLE

LINE	LENGTH	BEARING
L1	11.18'	S33°35'02"E
L46	1.86'	S44°58'58"E
L69	18.17'	N53°27'36"E
L185	23.80'	S24°03'46"E
L184	70.07'	S38°07'0"E
L185	52.80'	S56°34'02"E
L186	30.39'	N40°47'20"E
L187	27.61'	N23°56'31"W
L188	33.25'	N16°08'22"W
L189	19.34'	N40°46'30"E
L190	28.25'	N63°52'10"E
L191	51.63'	N83°55'44"E
L192	30.16'	S51°30'28"E

LINE TABLE

LINE	LENGTH	BEARING
L193	27.32'	S16°36'.57"W
L194	37.55'	S26°59'48"W
L195	19.21'	S11°53'10"E
L196	42.92'	S6.°1'.43"E
L197	69.01'	N07°3'.25"E
L198	32.82'	N76°5'.49"E
L199	25.73'	S51°44'.02"E
L200	49.87'	S21°18'56"E
L201	37.54'	S51°13'17"E
L202	41.90'	N2°48'11"E
L203	78.28'	N12°25'29"E
L204	15.99'	N44°0'.52"E
L205	30.62'	N88°1'.41"E

LINE TABLE

LINE	LENGTH	BEARING
L206	34.95'	S43°16'.26"E
L207	36.79'	S48°19'40"E
L208	37.75'	S33°44'0.'E
L209	21.81'	S86°46'.32"E
L210	19.72'	S40°4'.24"E
L211	25.74'	S34°55'.7"E
L212	21.25'	S36°35'55"E
L213	36.23'	S4.°4'5.6"E
L214	16.96'	S89°05'.1"E
L215	59.42'	N33°04'16"E
L216	31.51'	S86°57'49"E
L217	49.95'	S63°16'37"E
L218	24.92'	S89°16'5."E
L219	24.66'	S47°55'.1"E
L220	54.95'	S14°.3'3"E
L221	65.5"	S0°4'.1"E
L222	18.02'	S28°50'.6"E
L223	20.47'	S10°42'.."W
L224	35.5"	S20°48'56"W
L225	23.88'	S1°58'3."W
L226	22.04'	S58°21'16"E
L227	46.12'	N61°24'0.'E
L228	27.76'	N16°52'04"E
L229	12.1"	N56°18'46"E
L230	34.83'	S82°12'.7"E
L231	37.43'	S7°.2'12"E
L232	42.45'	S50.'5.14"E
L233	19.23'	S14°29'18"W
L234	43.55'	S49°50'.."W
L235	11.8'	S46°53'56"E
L236	37.63'	N81°2'.0"E
L237	47.1"	S5°.6'0."E
L267	53.94'	N35°3'.7"W
L268	30.76'	N8°.2'.52"W
L269	27.25'	S7°3'.'07"W
L270	32.5"	N40°24'30"W
L271	9.16'	N2°3'2.04"E
L272	32.56'	N0°5'.1.50"E
L273	21.53'	N70°3'.'.2"W
L274	51.01'	N.°2'0."W
L275	22.7'	S46°4'.3."W
L276	49.65'	S35°58'.4"W
L277	35.3"	S8°.'.07"W
L278	40.55'	N42°1'.7"W
L279	16.15'	N13°0.'15"W
L280	28.65'	N20°47'5."E
L281	32.89'	N12°.'.56"E
L282	28.42'	N2°.6'.4"W
L283	26.02'	N.°3'6."W
L284	22.90'	N25°0'.'.6"E
L285	32.54'	N13°.0'.4"W
L286	38.92'	N82°54'.4"W
L287	45.24'	N6°4'.'0"W
L288	11.11'	N7°.'.2"W
L289	49.13'	S.°0'0."W
L290	27.41'	S56°58'.5"W
L291	20.07'	N84°5'.2"W
L292	26.05'	N60°.2'.0"W
L293	43.45'	N.°24'.5"W
L294	32.53'	N40°42'.6"W
L295	22.21'	N62°2'.'7"W
L296	33.76'	N69°48'.9"W

LINE TABLE

LINE	LENGTH	BEARING
L297	17.35'	N.3°4'.'.4"W
L763	41.63'	N52°39.'."W
L299	12.50'	N.7°.'.4"W
L300	80.25'	S16°.9'.0"W
L301	44.02'	S0°.2'.6"W
L302	24.15'	S44°3.'.7"W
L303	33.51'	N62°.5'.2"W
L304	37.81'	N.9°4'.'.4"W
L305	46.00'	N29°.'.6"W
L306	17.43'	S86°5.'.5"W
L307	24.80'	S.4°.2'.4"W
L308	24.82'	S8.°5'.'.7"W
L309	35.37'	N.9°.7'.4"W
L310	35.61'	N.5°.'.6"W
L311	28.56'	N14°2'.'.2"E
L312	30.02'	N.°.'.2"E
L313	20.25'	N.9°.'.7"W
L314	35.76'	S82°5.'.5"W

LINE TABLE

LINE	LENGTH	BEARING
L448	26.87'	N62°54'.4"W
L449	41.38'	N.6°.7'.1"W
L450	38.14'	S.5°.'.."W
L451	40.15'	S.5°.'.2"W
L452	34.51'	N64°5'.'.2"W
L453	23.71'	N60°.2'.0"W
L454	42.99'	N.0°2.'.2"W
L455	29.47'	N40°.2'.6"W
L456	15.80'	N62°2'.'7"W
L457	49.48'	N69°48'.9"W

LINE TABLE

LINE	LENGTH	BEARING
L458	21.68'	N13°4'.'.7"W
L459	35.04'	N.0°.9'.1"W
L460	30.45'	N4.°2'.'.4"W
L461	33.23'	S18°.9'.'0"W
L462	50.62'	S.5°.'.8"W
L463	52.61'	S44°.6'.'."W
L464	57.08'	S.2°.5'.2"W
L465	45.16'	N3°4'.'.2"W
L466	14.48'	N.8°1'.'.5"W
L467	12.49'	S2.°.'.4"W
L468	40.37'	S.7°.'.2"W
L469	51.32'	S5°.'.0"W
L470	24.87'	N.5°.'.8"W
L471	6.38'	S.9°.'.0"E
L472	49.23'	S46°.'.0"W
L473	10.29'	N.0°.'.2"W
L474	65.48'	N43°.'.8"W
L475	31.43'	N41°.'.5"W
L583	17.50'	S2.°2'.6"E
L584	60.48'	S76°.'.7"E
L585	19.09'	N40°.6'.0"E
L586	6.95'	N63°.'.0"E
L587	32.18'	S5°.'.8"E
L588	46.95'	S16°.8'.0"W

LINE TABLE

LINE	LENGTH	BEARING
L589	7.97'	S8°.'.9"W
L590	57.86'	N78°.'.9"E
L591	44.55'	S.7°.'.0"E
L592	22.18'	S2°.'.5"E
L593	67.46'	N17°.'.9"E
L594	33.27'	N4°.'.2"E
L595	38.69'	N88°.'.1"E
L596	62.14'	S43°.'.6"E
L598	17.96'	S47°.'.3"E
L599	0.89'	S4°.'.2"E
L600	14.03'	S68°.'.2"E
L601	51.17'	S86°.'.9"E
L602	53.88'	S63°.'.7"E
L603	36.75'	S69°.'.1"E

LINE TABLE

LINE	LENGTH	BEARING
L604	9.28'	S42°.'.0"E
L605	4.58'	S16°.'.2"E
L606	9.13'	S26°.'.0"E
L607	51.71'	S5°.'.4"E
L608	36.34'	S14°.'.8"W
L609	55.32'	S5°.'.1"E

TRACT TABLE

TRACT	SQ FT	ACREAGE
A	1,232	0.028
B	287,808	6.607
C	655,369	14.830
D	113,532	2.606
E	83,534	1.917
F	908	0.021
G	753	0.018
H	519,785	11.933
I	407,113	9.346
J	91,475	2.100
K	14,756	0.339
L	2,923	0.067
M	1,807	0.037
N	95	0.002
O	57,523	1.321
P	347,490	7.862
Q	70	0.002

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE "PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (.@ #1429), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE MONUMENT REFERENCE MONUMENT (P.R.M.) OR 5/8" RON PIN AND CAP SET (LB #3898 & .B #1709)
- ◉ INDICATES PAL NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) (LB #3898 & LB #4209) TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(7), FLORIDA STATUTES (SEE NOTE #5)
- CB INDICATES CURVE NUMBER IN CURVE TABLE
- L# INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CURVE BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- POC INDICATES POINT OF COMMENCE
- POB INDICATES POINT OF BEGINNING
- PCC INDICATES POINT OF CONVERSE CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING IRRIGATION AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PU INDICATES PLAT BOOK
PG INDICATES PAGE
PGS INDICATES PAGES
SQ FT INDICATES SQUARE FEET
R/W INDICATES RIGHT OF WAY

PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB#696

MIDDLETON UNIT NO. 2

SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 12 OF 15

PLAT BOOK 20
PAGE 29 K

NOTE
EXHIBIT A - EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684, (STORMWATER RUNOFF, RETENTION & DRAINAGE EASEMENT)

LINE TABLE		
LINE	LENGTH	BEARING
L32	25.62'	S20°58'33"E
L47	9.93'	N65°36'25"E
L48	2.97'	N65°36'25"E
L49	11.12'	N65°36'25"E
L59	28.91'	N30°33'32"E
L60	18.77'	N53°27'30"E
L167	13.96'	S46°41'15"E
L168	46.77'	S17°31'31"E
L169	46.08'	S65°39'30"E
L170	24.03'	S7°24'59"E
L171	18.08'	S26°22'36"E
L172	25.31'	S74°37'31"W
L173	27.10'	N87°37'32"W
L174	24.57'	N83°04'49"W
L175	37.93'	S37°56'40"E
L176	40.89'	S80°37'47"E
L177	39.56'	S28°04'07"E
L178	28.55'	S45°16'21"E
L179	31.86'	S72°34'22"E
L180	29.85'	S50°30'22"E
L181	19.84'	S83°43'57"E
L182	52.95'	S84°09'43"E
L183	23.80'	S24°02'46"E
L184	72.34'	S38°51'01"E
L185	52.80'	S36°24'00"E
L319	35.91'	N12°08'15"W
L320	30.08'	N50°02'26"W
L321	62.56'	N43°42'28"W
L322	42.66'	N41°13'45"W
L323	28.14'	N89°29'44"W
L324	49.84'	N69°31'11"W
L325	56.01'	N65°50'11"W
L326	42.50'	N55°26'50"W
L327	28.12'	N 41°05'53"W
L328	17.67'	N62°05'06"W
L329	29.75'	N86°46'46"W
L330	17.41'	N33°32'-2"W
L331	15.82'	N11°45'01"W
L332	30.69'	N59°36'55"E
L333	36.58'	S79°04'22"E
L334	15.79'	N18°01'23"W

LINE TABLE		
LINE	LENGTH	BEARING
L335	18.20'	S83°36'49"E
L336	45.00'	N31°38'22"W
L337	54.76'	N33°21'54"W
L338	22.99'	N28°56'09"W
L473	13.29'	N50°02'26"W
L474	65.48'	N43°43'06"W
L475	31.43'	N41°13'45"W
L476	91.96'	N89°29'44"W
L477	58.03'	N69°31'11"W
L478	53.15'	N65°50'11"W
L479	53.98'	N65°26'50"W
L480	26.36'	N41°09'53"W
L481	1.13'	N82°05'06"W
L482	36.86'	N86°44'49"W
L483	64.74'	N32°32'12"W
L484	37.31'	N11°45'01"W
L485	18.10'	N59°36'55"E
L486	9.89'	N87°36'32"W
L487	60.02'	(62.21'54"W
L572	50.59'	S46°47'15"E
L573	42.13'	S17°31'31"E
L574	27.65'	S65°39'30"E
L575	9.15'	S7°24'59"E
L576	27.08'	S74°37'31"W
L577	34.34'	S83°04'09"E
L578	25.70'	S41°16'21"E
L579	50.46'	S42°24'22"E
L580	17.24'	S50°30'22"E
L581	12.10'	S83°43'57"E
L582	67.30'	S84°09'43"E
L583	17.56'	S24°02'46"E
L584	60.48'	S76°34'57"E
L585	19.00'	N40°46'36"E
L586	6.95'	N85°30'10"E

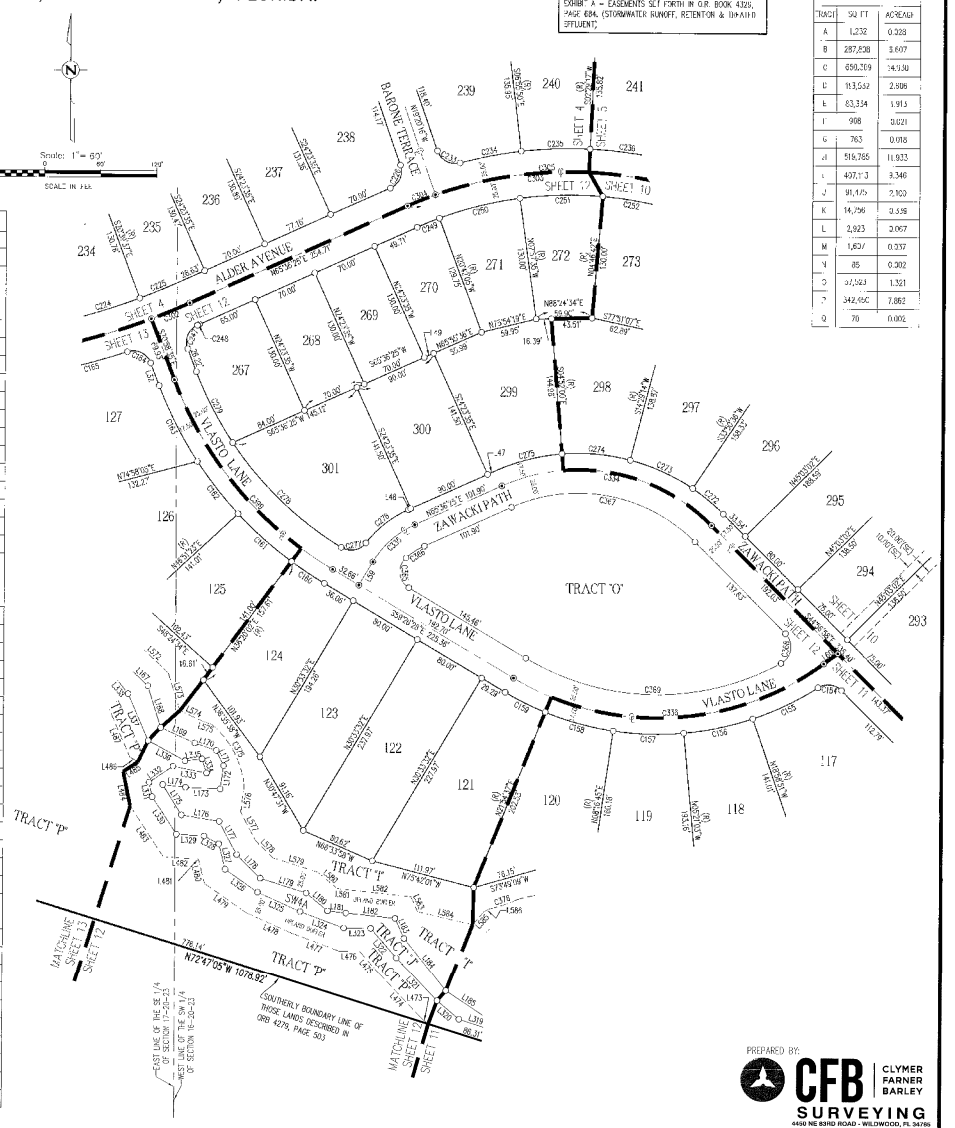
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C154	27.22'	20.00'	77°58'37"	N83°56'16"W	25.17'
C155	77.51'	317.50'	13°58'43"	N34°02'47"E	77.29'
C156	75.53'	317.50'	13°37'48"	N77°50'03"E	75.35'
C157	75.53'	317.50'	13°37'51"	S89°32'09"E	75.35'
C158	47.93'	317.50'	8°38'56"	S83°45'56"E	47.88'
C160	42.06'	417.50'	5°46'30"	S56°33'13"E	42.06'
C161	76.86'	417.50'	10°32'21"	S48°24'12"E	76.51'
C162	70.86'	417.50'	9°43'29"	S38°16'52"E	70.78'
C163	90.66'	417.50'	12°26'32"	S27°11'51"E	90.49'
C164	20.47'	20.00'	87°40'45"	N84°36'58"E	27.60'
C165	22.79'	770.00'	1°41'34"	N74°49'28"E	22.79'
C227	78.99'	720.00'	6°16'02"	N72°29'54"E	78.95'
C215	46.92'	720.00'	3°44'01"	N67°28'22"E	46.91'
C228	29.85'	20.00'	84°56'43"	N23°08'05"E	27.01'
C233	30.04'	20.00'	85°04'12"	S82°22'22"E	27.30'
C234	86.28'	450.00'	9°28'38"	S78°46'53"W	86.15'
C235	73.07'	450.00'	9°25'07"	S88°46'45"W	73.00'
C236	78.18'	450.00'	9°57'-5"	N82°32'06"W	78.08'
C247	30.28'	20.20'	86°44'04"	S22°53'27"W	27.47'
C248	2.03'	770.00'	0°09'05"	N85°54'57"E	2.03'
C249	75.17'	400.00'	7°41'-9"	S87°27'10"W	75.17'
C250	88.98'	400.00'	12°44'31"	S75°49'10"W	88.81'
C251	88.93'	400.00'	12°44'16"	S88°24'34"W	88.74'
C252	87.58'	400.00'	12°32'41"	N89°44'23"W	62.52'
C272	42.54'	317.50'	7°40'26"	N50°37'11"W	42.48'
C273	73.48'	217.50'	19°21'22"	N65°52'08"W	73.13'
C274	73.47'	217.50'	19°21'14"	N85°13'23"W	73.12'
C275	74.73'	217.50'	19°41'36"	S75°57'12"W	73.77'
C276	58.12'	117.50'	28°20'34"	S31°26'07"W	57.53'
C277	25.30'	20.00'	83°55'26"	N78°13'34"E	23.75'
C278	162.30'	375.00'	24°47'51"	S46°24'48"E	161.04'
C279	85.33'	375.00'	13°02'16"	S32°09'44"E	85.15'
C302	44.45'	743.00'	3°25'03"	N57°18'55"E	44.42'
C303	282.98'	425.00'	38°08'07"	S84°40'28"W	277.88'
C304	32.27'	425.00'	4°20'33"	S66°45'41"W	32.20'
C305	250.69'	425.00'	33°47'35"	S88°50'45"W	247.05'
C314	242.42'	200.00'	69°26'37"	N79°40'17"W	227.84'
C335	81.77'	100.00'	39°02'53"	S48°04'58"W	80.22'
C336	357.33'	300.00'	67°01'56"	N87°00'34"E	337.16'
C365	37.33'	20.00'	106°56'53"	S05°56'01"E	32.14'
C366	23.69'	75.00'	18°05'59"	S56°33'25"W	23.59'
C367	212.10'	175.00'	69°26'37"	N79°40'17"W	199.36'
C368	37.00'	20.00'	106°00'14"	N08°05'09"E	31.95'
C369	285.60'	275.00'	59°30'16"	S89°11'36"E	272.94'
C375	75.85'	98.00'	44°20'45"	N28°09'57"W	73.97'
C378	30.41'	136.32'	12°46'48"	N71°12'21"E	30.34'
C399	268.53'	400.00'	38°27'53"	S49°12'31"E	263.52'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	1,232	0.028
B	287,838	3.607
C	650,709	14.938
D	113,532	2.606
E	83,334	1.913
F	908	0.021
G	763	0.018
H	516,765	11.933
I	407,113	9.348
J	91,145	2.100
K	14,756	0.339
L	2,923	0.067
M	1,857	0.037
N	85	0.002
O	57,563	1.321
P	342,455	7.862
Q	70	0.002

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4698), UNLESS OTHERWISE NOTED
- ▣ INDICATES 6" X 6" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) ON 5/8" IRON PIN AND CAP SET (LB #4698 & LB #4766)
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4698 & LB #4766 TO BE SET WITHIN SIX YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(7), FLORIDA STATUTES. (SEE NOTE #5.)
- CM INDICATES CURVE MARKER IN CURVE TABLE
- LB INDICATES LAC NUMBER IN LIEU UNLESS
- Δ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- BRG INDICATES SHORE BEARING
- DIST INDICATES SHORE DISTANCE
- - INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCE PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY



PREPARED BY:
CFB CLYMER FARNER BARLEY
SURVEYING
4490 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3106 LB#698

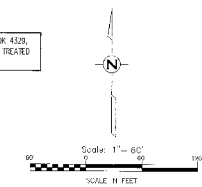
MIDDLETON UNIT NO. 2

SHEET 13 OF 15

PLAT BOOK 20
PAGE 29 L

SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 634. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



LINE TABLE

LINE	LENGTH	BEARING
L32	25.82'	S20°58'35"E
L152	50.00'	N55°38'29"E
L153	41.12'	S67°19'31"E
L154	45.30'	S76°49'54"E
L155	61.15'	N83°48'34"E
L156	49.95'	N11°10'46"W
L157	46.81'	N15°21'21"W
L158	26.32'	N25°15'55"E
L159	41.73'	S59°23'24"E
L160	20.57'	N55°52'56"E
L161	24.80'	N77°09'56"E
L162	20.79'	S66°14'20"E
L163	41.78'	S10°13'46"E
L164	41.34'	S14°12'18"E
L165	29.95'	N80°36'19"E
L166	34.81'	N89°11'24"E
L167	33.95'	S46°47'15"E
L168	46.77'	S17°31'51"E
L169	40.08'	S65°39'30"E
L170	24.03'	S71°24'59"E
L171	37.10'	N87°57'57"W
L174	24.57'	N83°24'48"W
L175	37.53'	S31°58'40"E
L330	47.41'	N33°32'12"W
L331	14.82'	N11°45'01"W
L332	30.69'	N55°38'55"E
L333	36.58'	S79°04'22"E
L334	15.79'	N18°01'23"W
L335	18.20'	S83°06'49"W
L336	45.00'	N61°38'32"W
L337	54.76'	N23°21'54"W
L338	22.39'	N38°56'09"W
L339	28.86'	S66°22'05"W
L340	26.20'	S83°21'23"W
L341	44.26'	N33°04'10"W
L342	44.39'	N14°47'59"W
L343	13.28'	N45°51'44"W
L344	40.80'	S71°55'26"W
L345	27.66'	N38°03'25"W
L346	40.05'	S01°15'00"E
L347	50.04'	S1°09'11"W
L348	27.85'	S20°13'17"W
L349	34.22'	S83°27'00"W

LINE TABLE

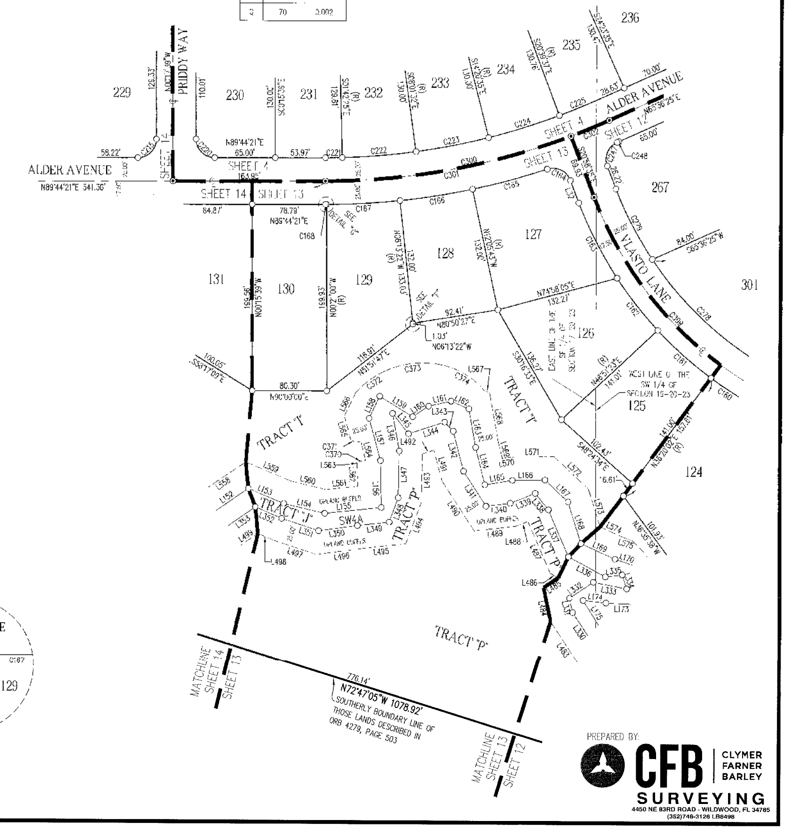
LINE	LENGTH	BEARING
L350	42.10'	S82°14'25"W
L351	41.82'	N71°43'50"W
L352	30.84'	N66°47'11"W
L353	39.76'	S55°02'53"W
L483	64.74'	N33°32'12"W
L484	37.31'	N11°45'01"W
L485	19.10'	N55°38'55"E
L486	9.89'	N61°38'32"W
L487	60.02'	N23°21'54"W
L488	13.75'	S66°22'05"W
L489	44.98'	S83°21'23"W
L490	63.76'	N33°04'10"W
L491	33.92'	N14°47'59"W
L492	13.00'	S71°55'26"W
L493	51.81'	S1°09'11"W
L494	47.39'	S20°13'17"W
L495	49.34'	S83°27'00"W
L496	47.61'	S82°14'25"W
L497	48.67'	N71°43'50"W
L498	18.01'	N66°47'11"W
L499	24.18'	S55°02'53"W
L558	66.07'	N55°38'29"E
L559	52.63'	S67°19'31"E
L560	38.96'	S76°19'54"E
L561	33.99'	N83°48'34"E
L562	23.98'	N11°10'46"W
L563	2.60'	N15°21'21"W
L564	20.26'	N14°10'46"W
L565	26.35'	N15°21'21"W
L566	25.13'	N25°15'56"E
L567	6.33'	S66°14'20"E
L568	54.20'	S10°13'46"E
L569	17.49'	S14°12'18"E
L570	8.82'	N80°36'19"E
L571	46.79'	N89°11'24"E
L572	50.59'	S46°47'15"E
L573	42.13'	S17°31'51"E
L574	27.66'	S65°39'30"E
L575	9.15'	S71°24'59"E

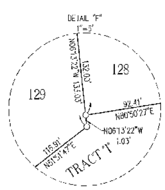
CURVE TABLE

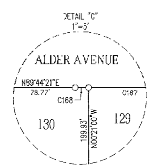
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C160	42.08'	417.50'	5°46'30"	S56°33'13"E	42.06'
C161	76.68'	417.50'	10°31'21"	S48°24'17"E	76.57'
C162	70.86'	417.50'	9°43'29"	S38°16'52"E	70.78'
C163	90.68'	417.50'	12°26'32"	S27°11'51"E	90.49'
C164	30.47'	20.00'	87°16'45"	N64°35'56"W	27.60'
C165	82.79'	770.00'	6°09'37"	N74°49'28"E	82.75'
C166	78.92'	770.00'	5°52'22"	N80°50'27"E	78.89'
C167	78.92'	770.00'	5°52'22"	N86°42'49"E	78.89'
C168	1.20'	770.00'	0°05'21"	N89°41'41"E	1.20'
C215	31.43'	20.00'	90°02'00"	N44°43'21"E	28.29'
C220	31.40'	20.00'	89°58'00"	S45°16'39"E	28.28'
C221	18.17'	720.00'	1°26'46"	N89°00'58"E	18.17'
C222	79.40'	720.00'	6°19'07"	N85°08'01"E	79.36'
C223	79.39'	720.00'	6°19'02"	N78°48'56"E	79.35'
C224	79.39'	720.00'	6°19'02"	N72°29'54"E	79.35'
C225	46.92'	720.00'	3°44'01"	N67°28'22"E	46.91'
C247	30.28'	20.00'	86°44'04"	S22°23'27"W	27.47'
C248	2.03'	770.00'	0°09'05"	N65°40'57"E	2.03'
C278	162.30'	375.00'	24°47'51"	S46°24'48"E	161.04'
C279	85.35'	375.00'	13°02'18"	S27°29'44"E	85.15'
C300	313.79'	745.00'	24°07'56"	N77°40'23"E	311.47'
C301	269.36'	745.00'	20°42'56"	N79°22'53"E	267.89'
C302	44.43'	745.00'	3°25'00"	N67°18'55"E	44.42'
C370	5.38'	96.84'	3°10'49"	N81°34'13"E	5.37'
C371	11.34'	23.58'	27°33'51"	S75°14'47"E	11.23'
C372	38.00'	96.26'	22°37'11"	S52°59'20"W	37.75'
C373	63.24'	96.56'	37°31'34"	S83°02'38"W	62.12'
C374	54.65'	83.00'	37°43'37"	N59°23'56"W	53.67'
C399	268.53'	400.00'	38°27'53"	S40°12'31"E	263.52'

TRACT TABLE

TRACT	SQ FT	ACREAGE
A	1,232	0.028
B	287,808	6.607
C	650,369	14.930
D	113,532	2.606
E	83,334	1.913
F	908	0.021
G	763	0.018
H	519,785	11.933
I	407,113	9.346
J	91,475	2.100
K	14,756	0.339
L	2,923	0.067
M	1,607	0.037
N	85	0.002
O	57,523	1.321
P	342,450	7.862
Q	70	0.002







LEGEND

■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LD #4709), UNLESS OTHERWISE NOTED.
⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #8498 & LB #4709)
⊙ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #8498 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5)
C9 INDICATES CURVE NUMBER IN CURVE TABLE
L9 INDICATES LINE NUMBER IN LINE TABLE
℄ INDICATES CENTERLINE
Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB INDICATES CHORD BEARING
CH INDICATES CHORD DISTANCE
L INDICATES ARC LENGTH
LB INDICATES LICENSED BUSINESS
NO. INDICATES NUMBER
ORB INDICATES OFFICIAL RECORDS BOOK
PC INDICATES POINT OF CURVATURE
POC INDICATES POINT ON CURVE
PCC INDICATES POINT OF COMPOUND CURVATURE
PRC INDICATES POINT OF REVERSE CURVATURE
PT INDICATES POINT OF TANGENCY
R INDICATES RADIUS LENGTH
(R) INDICATES RADIAL LINE
DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PB INDICATES PLAT BOOK
PG INDICATES PAGE
PGS INDICATES PAGES
SQ FT INDICATES SQUARE FEET
R/W INDICATES RIGHT-OF-WAY

PREPARED BY:
CFB | CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

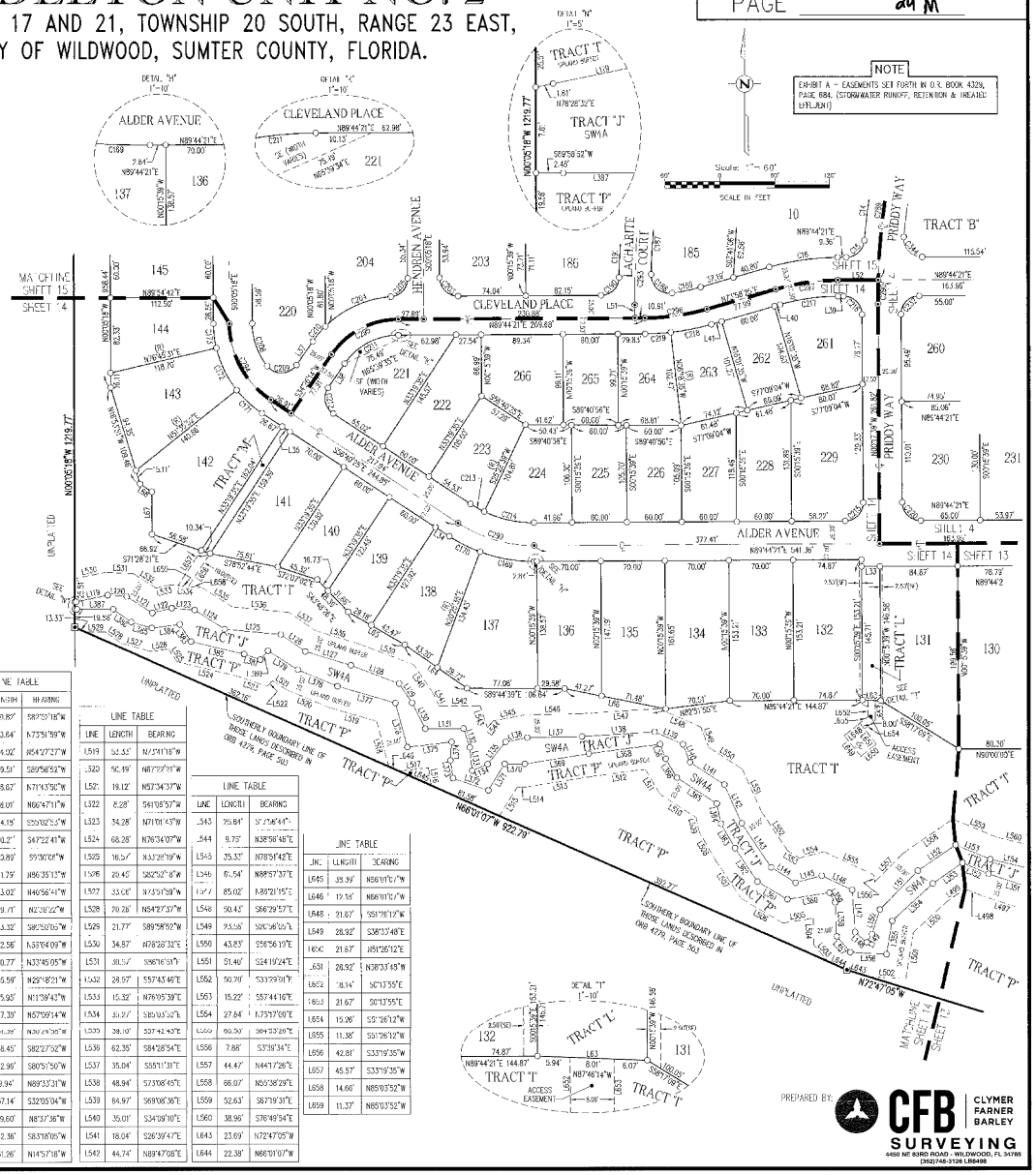
MIDDLETON UNIT NO. 2

SHEET 14 OF 15

PLAT BOOK 20
PAGE 29 M

SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

NOTE
EXHIBIT A – EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684, (STORMWATER RUNOFF, RETENTION & INGRESS EGRESS)



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C14	84.80'	785.00'	6°11'35"	S01°16'16"W	84.59'
C15	29.92'	20.00'	84°56'45"	N47°16'39"E	27.28'
C16	75.37'	275.00'	15°41'56"	S81°51'23"W	75.13'
C109	60.06'	167.50'	20°32'44"	S79°03'32"E	60.15'
C170	37.71'	167.50'	12°54'00"	S63°07'25"E	37.63'
C171	37.71'	167.50'	12°54'00"	S50°13'25"E	37.63'
C172	51.63'	167.50'	17°39'38"	S72°49'19"E	51.19'
C173	26.37'	167.50'	13°29'11"	S86°39'54"E	26.31'
C182	67.77'	998.00'	3°53'28"	S03°35'01"W	67.76'
C188	34.74'	20.00'	99°30'41"	S49°08'34"E	30.53'
C189	32.05'	225.00'	8°09'41"	N78°03'16"E	32.02'
C190	50.83'	20.00'	98°19'37"	N45°34'53"E	27.87'
C191	44.23'	1053.00'	2°24'21"	S09°36'07"W	44.22'
C203	31.45'	20.00'	90°10'21"	S45°10'29"E	28.33'
C204	83.09'	114.00'	41°45'41"	S65°33'25"W	78.46'
C205	23.94'	20.00'	85°26'20"	N42°47'51"E	21.22'
C208	50.26'	75.00'	38°23'44"	S19°17'10"E	49.32'
C209	37.98'	90.00'	10°04'44"	N85°58'36"E	32.17'
C210	21.87'	114.00'	10°59'31"	S39°55'59"W	21.84'
C211	69.01'	71.50'	55°18'07"	S62°05'17"W	66.36'
C212	31.00'	20.00'	91°16'49"	S31°30'05"E	28.56'
C213	17.12'	125.00'	7°50'57"	S60°35'53"E	17.11'
C214	56.15'	125.00'	25°44'18"	S77°23'30"E	55.68'
C215	31.43'	20.00'	90°02'00"	N44°43'21"E	28.29'
C216	31.40'	20.00'	89°58'00"	N45°16'39"W	28.28'
C217	63.97'	232.56'	15°45'56"	S81°51'23"W	63.77'
C218	45.36'	287.50'	9°02'39"	N78°19'53"E	45.31'
C219	28.24'	287.50'	5°37'57"	N86°42'53"E	28.23'
C220	31.40'	20.00'	89°58'00"	S45°16'39"E	28.28'
C232	31.43'	20.00'	90°02'00"	S44°43'21"W	28.29'
C285	235.41'	750.00'	17°59'02"	S10°41'54"W	234.44'
C290	26.19'	750.00'	2°00'02"	S00°42'22"W	26.19'
C292	352.61'	1015.50'	19°53'04"	S09°40'05"W	350.85'
C294	98.76'	100.00'	56°35'06"	S28°22'52"E	94.79'
C295	85.90'	59.00'	83°25'07"	S62°05'17"W	78.61'
C298	68.79'	250.00'	15°45'56"	N81°51'23"E	68.57'
C297	68.79'	250.00'	15°45'56"	S81°51'23"W	68.57'
C299	87.93'	130.00'	38°44'14"	S73°26'02"E	86.68'
C344	33.43'	20.00'	95°45'33"	S42°22'32"E	29.67'

LINE TABLE		
LINE	LENGTH	BEARING
L53	20.00'	N89°44'21"E
L54	18.18'	S56°40'25"E
L35	10.00'	S56°40'25"E
L37	31.03'	N34°26'14"E
L38	32.18'	N34°26'14"E
L39	6.18'	N89°44'21"E
L40	6.43'	N73°58'25"E
L41	11.56'	N73°58'25"E
L51	4.75'	N01°15'39"W
L52	44.17'	N88°44'21"E
L53	20.00'	S87°46'14"E
L54	82.52'	S35°02'42"E
L55	71.85'	S69°49'43"E
L63	112.75'	S78°05'00"E
L67	46.66'	N0°00'00"E
L68	15.73'	N56°40'25"W
L115	34.97'	N78°28'32"E
L120	20.86'	S86°16'51"E
L121	33.27'	S57°43'46"E
L122	21.83'	N76°05'39"E
L123	25.04'	S85°03'52"E
L124	38.96'	S57°42'43"E
L125	61.77'	S84°28'54"E
L126	32.46'	S55°11'31"E
L127	52.02'	S73°08'45"E

LINE TABLE		
LINE	LENGTH	BEARING
L128	56.22'	S69°08'36"E
L129	25.49'	S34°09'10"E
L130	51.89'	S26°39'47"E
L131	41.97'	N89°14'08"E
L59	21.59'	S17°56'44"E
L133	35.57'	S67°17'36"E
L134	18.75'	N67°05'18"E
L135	31.29'	N38°56'48"E
L136	24.04'	N78°51'42"E
L137	59.89'	N80°57'37"E
L138	70.56'	N85°21'15"E
L139	35.89'	S66°29'57"E
L140	21.26'	S80°06'16"E
L141	44.64'	S56°58'19"E
L142	46.09'	S24°19'24"E
L143	58.07'	S33°25'01"E
L144	31.45'	S57°44'16"E
L145	29.65'	N75°17'00"E
L146	36.65'	S64°53'26"E
L147	46.47'	S33°39'34"E
L148	16.91'	S49°14'01"E
L149	10.61'	N32°21'56"E
L150	28.27'	N17°50'59"E
L151	59.57'	N44°17'26"E
L152	50.01'	N55°38'29"E

TRACT TABLE		
TRACT	SQ FT	ACRES
A	1,232	0.028
B	287,608	6.601
C	650,369	14.930
D	113,532	2.606
E	83,334	1.913
F	908	0.021
G	763	0.018
H	518,785	11.910
I	407,113	9.346
J	91,470	2.100
K	14,758	0.339
L	2,923	0.067
M	1,807	0.037
N	68	0.002
O	57,503	1.320
P	347,450	7.982
Q	70	0.002

LINE TABLE		
LINE	LENGTH	BEARING
L153	41.32'	S67°16'39"E
L154	45.55'	S76°49'54"E
L351	41.82'	N71°43'56"W
L352	30.84'	N86°41'11"W
L353	39.76'	S55°02'53"W
L354	60.46'	S47°22'41"W
L355	36.59'	S9°36'06"W
L356	39.54'	N86°35'13"W
L357	22.69'	N40°56'41"W
L358	37.39'	N0°30'22"W
L359	12.46'	N25°37'10"W
L360	46.69'	S80°30'02"E
L361	37.84'	N50°04'02"W
L362	44.39'	N33°45'05"W
L363	30.14'	N29°46'21"W
L364	22.46'	N17°29'43"W
L365	51.93'	N57°09'14"W
L366	24.01'	N30°24'58"W
L367	17.06'	N26°52'21"W
L368	78.45'	S82°27'52"W
L369	11.22'	S80°51'26"W
L370	21.61'	N89°33'31"W
L371	24.07'	S32°05'04"W
L372	40.47'	N71°17'40"W
L373	19.83'	N8°37'33"W
L374	20.29'	N0°38'04"E
L375	48.78'	S63°18'05"W
L376	19.97'	N14°57'18"W
L377	66.02'	N73°41'16"W
L378	46.97'	N67°22'21"W
L379	38.45'	N57°34'37"W
L380	12.93'	S41°08'57"W
L381	18.67'	N71°01'43"W
L382	59.62'	N76°34'07"W
L383	22.21'	N33°28'19"W

LINE TABLE		
LINE	LENGTH	BEARING
L384	30.89'	S87°33'18"W
L385	23.64'	N7°51'59"W
L386	24.02'	N54°27'27"W
L387	39.51'	S89°58'52"W
L497	18.07'	N71°43'50"W
L498	18.01'	N66°47'11"W
L499	24.15'	S55°02'53"W
L500	50.21'	S47°22'41"W
L501	53.89'	S9°36'06"W
L502	41.79'	N86°35'13"W
L503	23.02'	N40°56'41"W
L504	29.11'	N2°30'22"W
L505	33.32'	S80°30'02"E
L506	52.56'	N33°45'05"W
L507	50.77'	N33°45'05"W
L508	35.59'	N29°46'21"W
L509	15.95'	N11°39'43"W
L510	47.39'	N57°09'14"W
L511	31.09'	N30°24'58"W
L512	58.45'	S82°27'52"W
L513	72.96'	S80°51'26"W
L514	9.94'	N89°33'31"W
L515	37.14'	S32°05'04"W
L516	19.60'	N8°37'36"W
L517	32.36'	S83°18'05"W
L518	51.26'	N14°57'18"W

LINE TABLE		
LINE	LENGTH	BEARING
L519	52.55'	N73°41'16"W
L520	50.19'	N67°22'21"W
L521	19.12'	N57°34'37"W
L522	8.28'	S41°08'57"W
L523	34.28'	N71°01'43"W
L524	68.28'	N76°34'07"W
L525	16.57'	N33°28'19"W
L526	20.45'	S82°52'18"W
L527	33.08'	N73°51'59"W
L528	70.26'	N54°27'27"W
L529	21.77'	S89°58'52"W
L530	34.87'	N78°28'32"E
L531	30.15'	S86°16'51"E
L532	28.97'	S57°43'46"E
L533	15.32'	N76°05'39"E
L534	31.27'	S85°03'52"E
L535	38.10'	S37°42'43"E
L536	62.35'	S84°28'54"E
L537	35.04'	S55°11'31"E
L538	48.94'	S73°08'45"E
L539	64.97'	S69°08'36"E
L540	35.01'	S34°09'10"E
L541	18.04'	S26°39'47"E
L542	44.74'	N89°47'08"E

LINE TABLE		
LINE	LENGTH	BEARING
L543	29.84'	S7°36'41"E
L544	9.75'	N38°58'48"E
L545	35.32'	N78°51'42"E
L546	61.54'	N88°57'37"E
L547	85.02'	N85°21'15"E
L548	50.43'	S66°29'57"E
L549	93.06'	S20°36'03"E
L550	43.83'	S56°56'19"E
L551	51.40'	S24°19'24"E
L552	50.70'	S33°25'01"E
L553	15.22'	S57°44'16"E
L554	27.84'	N75°17'00"E
L555	60.50'	S64°53'26"E
L556	7.86'	S33°39'34"E
L557	44.47'	N44°17'26"E
L558	66.07'	N55°38'29"E
L559	52.63'	S67°19'31"E
L560	38.96'	S76°49'54"E
L643	23.69'	N72°47'05"W
L644	22.38'	N66°01'07"W

LINE TABLE		
LINE	LENGTH	BEARING
L645	35.39'	N56°01'07"W
L646	12.18'	N66°01'07"W
L648	21.87'	S51°26'12"W
L649	28.92'	S38°33'48"E
L650	21.67'	N51°26'12"E
L651	28.92'	N38°33'48"W
L652	31.14'	S0°13'55"E
L653	21.67'	S0°13'55"E
L654	15.26'	S51°26'12"W
L655	11.38'	S51°26'12"W
L656	42.81'	S33°19'35"W
L657	45.57'	S33°19'35"W
L658	14.66'	N85°03'52"W
L659	11.37'	N85°03'52"W

PREPARED BY:

CFB CLYMER FARNER BARLEY
SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB6849

MIDDLETON UNIT NO. 2

SECTIONS 16, 17 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 15 OF 15

PLAT BOOK 30
PAGE 89N

NOTE
EXHIBIT A – EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT (P.R.M.)) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" JOSH PIN AND CAP SET (LB #4698 & LB #4709)
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4698 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES. (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- POC INDICATES POINT OF COMMENCE
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- POS INDICATES POINTS
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

TRACT TABLE

TRACT	SQ FT	ACREAGE
A	1,232	0.028
B	287,008	6.590
C	650,369	14.930
D	113,532	2.606
E	63,334	1.453
F	608	0.02
G	783	0.018
H	518,785	11.912
I	407,113	9.346
J	91,470	2.100
K	14,706	0.338
L	2,925	0.067
M	1,907	0.044
N	85	0.002
O	57,572	1.321
P	342,450	7.862
Q	70	0.002

LINE TABLE

LINE	LENGTH	BEARING
L35	10.00'	S55°40'25"E
L36	2.74'	N01°15'36"W
L37	31.03'	N34°25'14"E
L38	32.16'	N34°25'14"E
L39	6.18'	N89°44'21"E
L40	8.42'	N73°59'25"E
L41	11.56'	N73°59'25"E
L51	14.25'	N01°15'36"W
L59	44.12'	N89°44'21"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C5	23.50'	950.00'	1°31'35"	N02°18'25"W	23.49'
C6	31.42'	20.00'	90°00'00"	N44°54'42"E	28.28'
C7	22.97'	20.00'	94°26'45"	N47°31'35"W	20.36'
C8	70.23'	957.50'	4°12'16"	N06°17'33"E	70.22'
C9	77.50'	957.50'	4°38'14"	N10°52'44"E	77.47'
C10	64.42'	957.50'	3°51'06"	N15°43'25"E	64.39'
C11	24.08'	957.50'	1°26'26"	N16°26'11"E	24.08'
C12	55.43'	762.50'	4°09'58"	S17°57'17"W	55.41'
C13	76.19'	762.50'	5°43'15"	S12°58'35"W	76.15'
C14	64.60'	762.50'	4°51'20"	S07°18'15"W	64.58'
C15	29.62'	20.00'	84°50'45"	N47°18'59"E	26.98'
C16	75.67'	275.00'	15°45'56"	S81°51'23"W	75.43'
C17	37.47'	117.50'	18°16'17"	S47°32'16"E	37.31'
C17	51.60'	117.50'	25°09'39"	S25°49'18"E	51.19'
C17	26.97'	117.50'	13°09'11"	S06°39'54"E	26.91'
C17	31.42'	20.00'	90°00'00"	S45°05'18"E	28.28'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C177	31.42'	20.00'	90°00'00"	S44°54'42"W	28.28'
C178	6.59'	3750'	1°11'22"	N00°39'23"E	6.59'
C179	58.05'	3750'	10°28'35"	N06°20'21"E	57.97'
C180	56.65'	3750'	1°26'32"	N12°36'56"E	56.64'
C181	32.34'	727.00'	2°33'00"	N17°38'56"E	32.01'
C182	9.86'	727.00'	0°46'44"	N19°02'23"E	9.85'
C183	52.93'	998.00'	3°02'19"	S18°10'16"W	52.92'
C184	64.55'	998.00'	3°42'17"	S14°47'57"W	64.54'
C185	64.53'	998.00'	3°42'17"	S11°05'40"W	64.52'
C186	64.25'	998.00'	3°42'17"	S07°23'23"W	64.24'
C187	67.77'	958.00'	3°53'28"	S03°35'35"W	67.76'
C188	84.74'	20.00'	95°30'41"	S48°06'54"E	30.53'
C189	32.65'	235.00'	8°09'41"	N78°05'10"E	32.02'
C190	30.83'	20.00'	88°19'37"	N45°54'35"E	27.47'
C191	44.23'	1033.00'	2°27'11"	S02°38'20"W	44.22'
C192	58.81'	1033.00'	3°15'54"	S05°29'53"W	58.86'
C193	59.13'	1033.00'	3°16'48"	S08°46'14"W	59.13'
C194	59.41'	1033.00'	3°17'43"	S12°03'25"W	59.40'
C195	59.41'	1033.00'	3°17'43"	S15°21'17"W	59.40'
C196	48.48'	1033.00'	2°41'21"	S18°20'45"W	48.48'
C197	11.50'	692.00'	0°56'39"	N19°13'35"E	11.50'
C198	28.10'	692.00'	2°20'25"	N17°31'28"E	28.10'
C199	54.85'	282.50'	11°05'09"	N10°50'47"E	54.76'
C200	26.85'	282.50'	5°23'30"	N02°38'27"E	26.57'
C201	31.42'	20.00'	90°00'00"	N43°05'18"W	28.28'
C202	31.42'	20.00'	90°00'00"	S44°54'42"W	28.28'
C203	31.48'	20.20'	89°16'21"	S45°10'29"E	28.33'
C204	83.66'	114.00'	40°10'17"	S65°33'23"W	78.43'
C205	29.54'	20.20'	83°46'20"	N42°47'58"E	27.22'
C206	31.40'	20.00'	90°00'30"	N45°05'18"W	28.28'
C207	31.42'	20.00'	90°00'00"	S44°54'42"W	28.28'
C208	50.25'	75.00'	38°23'44"	S39°17'10"E	49.32'
C209	37.35'	20.00'	107°04'44"	N67°56'36"E	32.17'
C210	21.84'	114.00'	10°58'31"	S39°55'50"W	21.84'
C211	69.01'	71.50'	55°18'07"	S69°05'51"W	66.36'
C212	31.80'	20.00'	91°08'39"	S11°10'25"E	28.56'
C216	31.42'	20.00'	89°58'09"	N75°16'38"W	28.28'
C217	63.97'	232.50'	15°45'56"	S81°51'23"W	63.77'
C218	45.36'	267.50'	9°42'56"	N78°49'55"E	45.31'
C219	28.24'	767.50'	2°06'27"	N86°42'53"E	28.23'
C232	31.42'	20.00'	90°00'00"	S44°43'21"W	28.29'
C250	31.42'	20.00'	90°00'00"	N44°54'42"E	28.28'
C251	31.42'	20.00'	90°00'00"	S45°05'18"E	28.28'
C286	401.78'	975.00'	23°36'35"	N07°53'00"E	398.94'
C287	97.88'	975.00'	5°27'30"	N01°12'27"W	97.83'
C288	598.89'	975.00'	35°11'04"	N10°03'51"E	589.60'
C289	235.41'	750.00'	17°58'02"	S10°44'54"W	234.44'
C290	26.19'	750.00'	2°00'00"	S06°42'52"W	26.19'
C291	66.28'	300.00'	12°39'29"	N06°00'38"E	66.15'
C292	40.91'	709.50'	3°18'14"	N18°02'08"E	40.91'
C293	353.01'	1016.50'	19°53'54"	S09°42'53"W	351.63'
C294	98.76'	100.00'	56°34'08"	S28°22'02"E	94.79'
C295	85.92'	89.00'	55°18'07"	S62°05'17"W	82.61'
C296	58.79'	250.00'	13°46'56"	N81°51'23"E	58.67'
C297	88.79'	250.00'	20°46'56"	S81°51'23"W	88.57'
C342	412.08'	1000.00'	23°36'38"	N07°53'06"E	409.17'
C343	179.58'	725.00'	14°11'31"	S12°35'46"W	179.12'
C344	33.43'	20.00'	95°45'33"	S42°22'52"E	29.67'

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB#496

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS SUBDIVISION ARE RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA,
OR BOOK 4572 PAGE 308

MIDDLETON UNIT NO. 3

SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

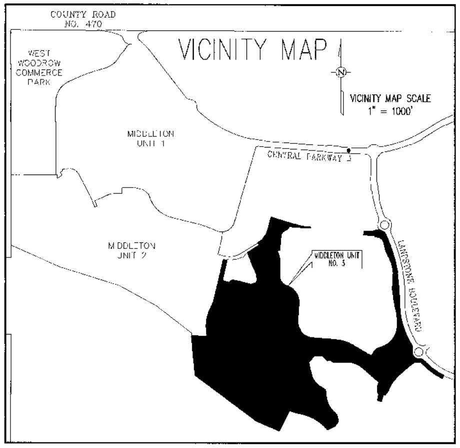
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "E" PER THE PLAT OF MIDDLETON UNIT NO. 2, AS RECORDED IN PLAT BOOK 20, PAGES 29, 29A THROUGH 29N, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF ALDER AVENUE OF SAID PLAT; THENCE DEPARTING SAID TRACT "E" AND ALONG SAID NORTHERLY RIGHT OF WAY LINE WITH THE FOLLOWING THREE (3) COURSES: RUN S76°37'28"E, 116.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°59'05", AN ARC DISTANCE OF 294.43 FEET TO THE POINT OF TANGENCY; THENCE N58°23'27"E, 356.49 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID PLAT CONTINUE N58°23'27"E, 59.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 110.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°49'29", AN ARC DISTANCE OF 68.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 56.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°35'45", AN ARC DISTANCE OF 27.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 113.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°13'32", AN ARC DISTANCE OF 59.88 FEET TO THE POINT OF TANGENCY; THENCE N19°56'11"E, 58.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 93.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°41'17", AN ARC DISTANCE OF 9.30 FEET TO THE POINT OF TANGENCY; THENCE N14°14'24"E, 227.92 FEET; THENCE S72°58'38"E, 399.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,346.81 FEET AND A CHORD BEARING AND DISTANCE OF S79°07'38"E, 297.02 FEET TO WHICH A RADIAL LINE BEARS S17°12'15"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°39'42", AN ARC DISTANCE OF 297.63 FEET TO A POINT ON THE BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4279, PAGE 503, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING FORTY-EIGHT (48) COURSES BEING ALONG SAID BOUNDARY LINES: THENCE N85°59'56"W, 377.94 FEET; THENCE S12°03'41"W, 39.92 FEET; THENCE S57°32'33"W, 113.50 FEET; THENCE S36°00'22"W, 53.04 FEET; THENCE S04°00'00"W, 266.60 FEET; THENCE S69°32'45"W, 60.60 FEET; THENCE S32°28'40"E, 56.16 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 580.50 FEET AND A CHORD BEARING AND DISTANCE OF S07°51'53"E, 192.68 FEET TO WHICH A RADIAL LINE BEARS N72°34'56"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°06'22", AN ARC DISTANCE OF 193.58 FEET; THENCE ALONG A NON-TANGENT LINE RUN S01°59'07"W, 189.94 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 181.50 FEET AND A CHORD BEARING AND DISTANCE OF S35°37'20"E, 223.07 FEET TO WHICH A RADIAL LINE BEARS N87°42'19"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°50'03", AN ARC DISTANCE OF 240.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 290.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°08'43", AN ARC DISTANCE OF 396.21 FEET TO THE POINT OF TANGENCY; THENCE S04°36'22"W, 278.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 289.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°50'51", AN ARC DISTANCE OF 181.13 FEET; THENCE ALONG A NON-TANGENT LINE RUN S25°56'44"E, 61.63 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 301.50 FEET AND A CHORD BEARING AND DISTANCE OF S64°29'34"E, 221.07 FEET TO WHICH A RADIAL LINE BEARS S47°00'52"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°00'52", AN ARC DISTANCE OF 226.35 FEET TO THE POINT OF TANGENCY; THENCE S86°00'00"E, 383.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 708.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°49'20", AN ARC DISTANCE OF 331.67 FEET TO THE POINT OF TANGENCY; THENCE S59°10'40"E, 157.15 FEET; THENCE S59°10'51"E, 67.05 FEET; THENCE S59°10'37"E, 84.26 FEET; THENCE S68°55'41"E, 70.85 FEET; THENCE S59°10'40"E, 2.32 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 23.50 FEET AND A CHORD BEARING AND DISTANCE OF N06°13'20"E, 21.58 FEET TO WHICH A RADIAL LINE BEARS S68°53'40"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°39'20", AN ARC DISTANCE OF 22.42 FEET TO THE POINT OF TANGENCY; THENCE N33°33'00"E, 71.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 136.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°30'05", AN ARC DISTANCE OF 84.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 7,693.75 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°55'39", AN ARC DISTANCE OF 124.56 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 324.44 FEET AND A CHORD BEARING AND DISTANCE OF N53°23'05"E, 152.04 FEET TO WHICH A RADIAL LINE BEARS S23°03'51"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°08'08", AN ARC DISTANCE OF 153.47 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 469.82 FEET AND A CHORD BEARING AND DISTANCE OF N18°14'11"E, 341.90 FEET TO WHICH A RADIAL LINE BEARS S50°25'33"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°40'32", AN ARC DISTANCE OF 349.94 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1,263.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°24'17", AN ARC DISTANCE OF 273.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 23.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A

(CONTINUED ON SHEET 2 OF 16)

PREPARED BY: CFB | CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498



144 LOTS – 14 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST AS BEING N89°44'47"W.
2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
3.) ALL DISTANCES SHOWN ARE IN FEET.
4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.
5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE ROAD OR OTHER SURETY.
6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.
7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.
8.) TRACTS "A", "D", "F", "L", "P" AND "K" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.
9.) TRACTS "E", "G", "J", "L", "M" AND "N" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.
10.) TRACTS "C" AND "D" ARE RESERVED BY THE DEVELOPER.
11.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT (WHETHER BY THE PLAT OR OTHERWISE), TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (C) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY THE APPLICABLE UTILITY COMPANY SERVING THE SUBDIVISION, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC (TO THE EXTENT SUCH COSTS ARE NOT PAID DIRECTLY BY THE RECORD OWNER OF A FEE SIMPLE TITLE TO ANY HOMESITE); (D) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM, INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY OTHER UTILITY PROVIDERS, OR THE CITY OF WILDWOOD; AND (E) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY.
12.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

[signature] SIGNATURE — 12/05/23 DATE
RONALD W. HERR — RONALD W. HERR, P.L.S. — 4907 REGISTRATION NO.
WADE SURVEYING, INC.

RONALD WILLIAM HERR, LICENSE NUMBER LS 4907, STATE OF FLORIDA, Professional Surveyor and Mapper, SEAL

MIDDLETON UNIT NO. 3
CONVEYANCE AND GRANT OF EASEMENTS TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) IN TRACTS "A", "B", "F", "E", "G", "H", "I", "J", "K", "L", "M" AND "N" AND THE ROADWAYS SHOWN ON THIS PLAT OF MIDDLETON UNIT NO. 3, IS HEREBY SOLD, CONVEYED AND SET OVER TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT), (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS AND DRAINAGE FEATURES LYING THEREIN FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL:
[signature] SIGNATURE — Vicki C. Suber PRINT NAME
[signature] SIGNATURE — Brandon Matulka PRINT NAME

THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER
BY: [signature] MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 2nd DAY OF Nov., 2023, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

[signature] NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Vicki C. Suber
COMMISSION NO.: ____
COMMISSION EXPIRES: ____

VICKI C. SUBER, NOTARY PUBLIC, STATE OF FLORIDA, MY COMMISSION EXPIRES 5/22/2027

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO F.S. CHAPTER 177, AS CERTIFIED BY THE REVIEWING SURVEYOR SHOWN BELOW.

[signature]
MELANIE D. STRICKLAND
DEVELOPMENT SERVICES DIRECTOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS 11th DAY OF December 2023.

[signature] JESSICA BARNES, CITY CLERK — [signature] ED WOLF, MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS 11th DAY OF December 2023.

Joshua E. Bills PRINT NAME — [signature] SIGNATURE
CITY OF WILDWOOD, ATTORNEY — CITY OF WILDWOOD, ATTORNEY

[signature] DEVELOPMENT SERVICES DIRECTOR, MELANIE D. STRICKLAND — [signature] PUBLIC WORKS DIRECTOR, JEREMY HOCKENBURY

Mohammed Murad PRINT NAME, CITY OF WILDWOOD, ENGINEER — [signature] SIGNATURE, CITY OF WILDWOOD, ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, MIDDLETON UNIT NO. 3, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES TRACTS "A", "B", "F", "I", "G", "H", "J", "K", "L", "M" AND "N" TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A.

WITNESSES:
(1) [signature] SIGNATURE — Vicki C. Suber PRINT NAME
(2) [signature] SIGNATURE — Brandon Matulka PRINT NAME

THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER
BY: [signature] MARTIN L. DZURO, MANAGER

WITNESSES:
(1) [signature] SIGNATURE — Nancy A. Totten PRINT NAME
(2) [signature] SIGNATURE — Lisa Carnes PRINT NAME

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A
BY: [signature] JOSEPH RICCIARDI, JR., CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 2nd DAY OF Nov., 2023, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

[signature] NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Vicki C. Suber
COMMISSION NO.: ____
COMMISSION EXPIRES: ____

VICKI C. SUBER, NOTARY PUBLIC, STATE OF FLORIDA, MY COMMISSION EXPIRES 5/22/2027

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 27th DAY OF November 2023, BY JOSEPH RICCIARDI, JR., THE CHAIR OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

[signature] NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO.: HH055543
COMMISSION EXPIRES: 11-15-2024

LISA CARNES, MY COMMISSION # HH 055543, EXPIRES: November 15, 2024

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF MIDDLETON UNIT NO. 3, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE 3RD DAY OF OCTOBER, 2023; I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
4450 N.E. 83rd ROAD
WILDWOOD, FLORIDA 34785
LICENSED BUSINESS NO. 8498

[signature] 11/16/23 DATE
KAYE M. JAMESON
REGISTRATION NO. 5912

KAYE M. JAMESON, LICENSE NUMBER No. 5912, STATE OF FLORIDA, PROFESSIONAL SURVEYOR & MAPPER, SEAL

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON December 12, 2023 AT 3:37 P.M. FILE NUMBER 2023600046500
PLAT BOOK 21 PAGE 6-6A-O

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA
Mellissa K. Worrell PRINT NAME, DEPUTY CLERK — [signature] SIGNATURE, DEPUTY CLERK

SUMTER COUNTY, FLORIDA, SEAL

MIDDLETON UNIT NO. 3

SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 21
PAGE 6A

SHEET 2 OF 16

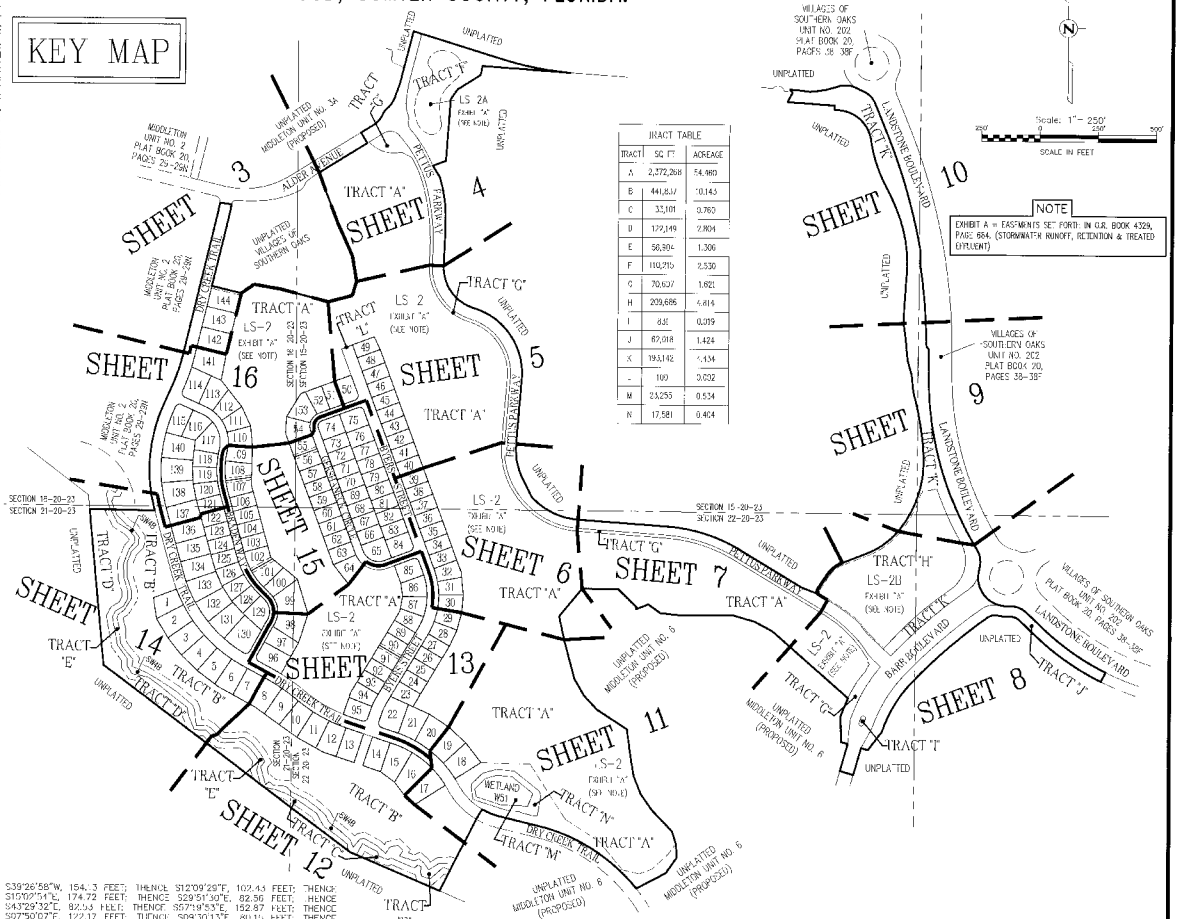
LEGAL DESCRIPTION

(CONTINUE FROM SHEET 1 OF 16)

CENTRAL ANGLE OF 09°00'53", AN ARC DISTANCE OF 3.70 FEET TO THE POINT OF TANGENCY; THENCE N06°29'28"W, 71.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 26.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°05'25", AN ARC DISTANCE OF 4.20 FEET TO THE POINT OF TANGENCY; THENCE N03°34'57"W, 50.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 174.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°30'58", AN ARC DISTANCE OF 29.49 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 862.91 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°31'45", AN ARC DISTANCE OF 53.13 FEET; THENCE ALONG A NON-TANGENT LINE RUN N07°34'33"W, 88.19 FEET; THENCE N01°36'4"E, 67.43 FEET; THENCE N04°00'00"E, 144.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 613.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°38'13", AN ARC DISTANCE OF 274.51 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,00.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°44'06", AN ARC DISTANCE OF 17.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 598.5C FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°59'10", AN ARC DISTANCE OF 208.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 151.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°17'44", AN ARC DISTANCE OF 207.05 FEET; THENCE ALONG A NON-TANGENT LINE RUN N85°58'05"W, 16.20 FEE TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'05", AN ARC DISTANCE OF 2.36 FEET TO THE POINT OF TANGENCY; THENCE N04°00'00"E, 16.50 FEET; THENCE N86°00'00"W, 203.00 FEET; THENCE N28°58'32"E, 45.27 FEET TO A POIN ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTEASTERLY, HAVING A RADIUS OF 57.03 FEET AND A CHORD BEARING AND DISTANCE OF N35°00'07"W, 17.72 FEET TO WHICH A RADIAL LINE BEARS S47°24'05"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°11'30", AN ARC DISTANCE OF 17.78 FEET; THENCE DEPARTING SAID BOUNDARY LINE AND ALONG A NON-TANGENT LINE RUN S83°50'45"E, 85.69 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 446.00 FEET AND A CHORD BEARING AND DISTANCE OF N79°24'13"E, 116.19 FEET TO WHICH A RADIAL LINE BEARS S03°39'44"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°52'05", AN ARC DISTANCE OF 11.61 FEET TO THE POINT O TANGENCY; THENCE N71°58'10"E, 6.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°50'50", AN ARC DISTANCE OF 50.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 123.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°20'43", AN ARC DISTANCE OF 20.38 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 102.00 FFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURV, THROUGH A CENTRA ANGLE OF 47°30'10", AN ARC DISTANCE OF 84.57 FEET TO THE POINT OF TANGENCY; THENCE S22°10'34"E, 142.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 2,450.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°10'41", AN ARC DISTANCE OF 520.74 FEET; THENCE ALONG A NON-TANGENT LINE RUN S01°56'56"W, 50.23 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,440.00 FEET AND A CHORD BEARING AND DISTANCE OF S04°37'50"E, 357.01 FEET TO WHICH A RADIAL LINE BEARS N81°10'57"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°24'09", AN ARC DISTANCE OF 357.33 FEET; THENCE ALONG A NON-TANGENT LINE RUN S45°25'46"E, 14.14 FEET; THENCE S89°25'46"E, 134.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1,491.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°19'24", AN ARC DISTANCE OF 750.81 FEET TO THE POINT OF TANGENCY; THENCE S00°42'10"E, 28.22 FEET TO T-E POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°30'10", AN ARC DISTANCE OF 84.5/ FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 123.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°46'49", AN ARC DISTANCE OF 737.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°30'10", AN ARC DISTANCE OF 84.57 FEET TO THE POINT OF TANGENCY; THENCE S46°28'40"E, 96.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°12'49", AN ARC DISTANCE OF 330.48 FEET; THENCE ALONG A RADIA LINE RUN S26°18'31"W, 45.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,145.00 FEET AND A CHORD BEARING AND DISTANCE OF N56°05'04"W, 342.70 FEET TO WHICH A RADIAL LINE BEARS S26°18'31"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°12'49", AN ARC DISTANCE OF 344.00 FEET TO THE POINT OF TANGENCY; THENCE N46°28'40"W, 96.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 57.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°30'10", AN ARC DISTANCE OF 47.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 183.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°33'43", AN ARC DISTANCE OF 48.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 57.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°53'21", AN ARC DISTANCE OF 47.64 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 2,105.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°15'19", AN ARC DISTANCE OF 437.00 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 555.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°36'35", AN ARC DISTANCE OF 238.71 FEET; THENCE ALONG A NON-TANGENT LINE RUN S27°09'14"W, 29.14 FEET; THENCE N73°41'34"W, 30.00 FEET; THENCE S16°18'26"W, 119.98 FEET; THENCE N73°41'34"W, 60.00 FEET; THENCE N16°18'26"E, 119.98 FEET; THENCE N73°41'34"W, 30.00 FEET; THENCE S16°18'26"W, 119.98 FEET; TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 744.10 FEET AND A CHORD BEARING AND DISTANCE OF N21°46'05"E, 84.55 FEET TO WHICH A RADIAL LINE BEARS N71°29'21"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°30'51", AN ARC DISTANCE OF 84.60 FEET; THENCE ALONG A NON-TANGENT LINE RUN N48°44'34"W, 433.66 FEET; THENCE N62°08'59"W, 89.08 FEET; THENCE N74°30'08"W, 94.59 FEET; THENCE N90°00'00"W, 235.62 FEET; THENCE N84°17'24"W, 76.18 FEET; THENCE N54°16'53"W, 63.96 FEET; THENCE S68°26'54"W, 55.85 FEET; THENCE N47°00'07"E, 8.55 FEET; THENCE N48°41'07"W, 116.10 FEET; THENCE N89°51'01"W, 154.13 FEET; THENCE S39°26'58"W, 154. 3 FEET; THENCE S12°09'29"E, 102.43 FEET; THENCE S15°09'21"E, 174.72 FEET; THENCE S29°51'30"E, 82.56 FEET; THENCE S43°29'32"E, 82.03 FEET; THENCE S57°19'53"E, 152.87 FEET; THENCE S07°50'07"E, 122.17 FEET; THENCE S09°30'13"E, 90.10 FEET; THENCE S22°06'51"E, 83.69 FEET; THENCE S34°58'57"E, 83.49 FEET; THENCE S43°52'19"E, 126.56 FEET; THENCE S7°16'06"E, 55.60 FEET; THENCE S03°54'-6"E, 98.47 FEET; THENCE S34°44'42"W, 81.46 FEET; THENCE S62°03'28"W, 143.41 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 775.00 FEET AND A CHORD BEARING AND DISTANCE OF N57°41'42"W, 499.03 FEET TO WHICH A RADIAL LINE BEARS N51°05'10"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°33'45", AN ARC DISTANCE OF 508.08 FEET TO THE POINT OF TANGENCY; THENCE N76°28'34"W, 171.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 275.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°48'33", AN ARC DISTANCE OF 80.68 FEET; THENCE ALONG A RADIAL LINE RUN S30°19'58"W, 50.00 FEET; THENCE S26°35'07"W, 346.37 FEET TO THE SOUTHERLY BOUNDARY LINE OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4279, PAGE 503. THE FOLLOWING THREE (3) COURSES BEING ALONG SAID SOUTHERLY BOUNDARY LINES: RUN N66°51'36"W, 421.20 FEET; THENCE N53°11'34"W, 1,325.97 FEET; THENCE N05°25'15"W, 670.81 FEET TO THE SOUTHWEST CORNER OF TRACT "P" OF AFORESAID PLAT MIDDLETON UNIT NO. 2. THE FOLLOWING NINETEEN (19) COURSES BEING ALONG THE BOUNDARY LINES OF SAID PLAT: RUN ALONG THE SOUTHERLY BOUNDARY LINES OF SAID TRACT "P", TRACTS "K", "I" AND "H", RESPECTIVELY, ALSO OF SAID PLAT, S88°58'08"E, 279.56 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 875.00 FEET AND A CHORD BEARING AND DISTANCE OF N04°18'40"E, 454.33 FEET TO WHICH A RADIAL LINE BEARS S74°36'41"W; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID TRACT "H"; THENCE FOLLOWING FIVE (5) COURSES BEING ALONG THE EASTERLY BOUNDARY LINES OF SAID TRACT "H", RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°19'58", AN ARC DISTANCE OF 482.38 FEET TO THE POINT OF TANGENCY; THENCE N23°58'39"E, 91.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 885.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°32'05", AN ARC DISTANCE OF 151.69 FEET TO THE POINT OF TANGENCY; THENCE N13°26'34"E, 613.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 825.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°13'38", AN ARC DISTANCE OF 46.47 FEET; THENCE ALONG A NON-TANGENT LINE RUN S83°35'26"E, 50.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 875.00 FEET AND A CHORD BEARING AND DISTANCE OF S11°43'13"W, 52.60 FEET TO WHICH A RADIAL LINE BEARS S80°00'08"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°26'42", AN ARC DISTANCE OF 52.61 FEET TO THE POINT OF TANGENCY; THENCE S13°26'34"W, 308.81 FEET; THENCE S76°33'26"E, 130.00 FEET; THENCE N55°02'00"E, 66.81 FEET; THENCE S80°24'19"E, 114.27 FEET; THENCE S75°19'15"E, 211.73 FEET; THENCE N75°14'06"E, 197.91 FEET; THENCE N15°05'11"E, 63.41 FEET; THENCE N09°20'10"W, 70.24 FEET; THENCE N04°22'40"W, 154.47 FEET; THENCE N20°44'24"W, 231.20 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID ALDER AVENUE IN MIDDLETON UNIT NO. 2; THENCE ALONG SAID RIGHT OF WAY LINE RUN N58°23'27"E, 242.28 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN N31°36'33"W, 83.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 127.15 ACRES, MORE OR LESS.

KEY MAP



TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	2,272,268	54.980
B	441,830	10.143
C	33,101	0.760
D	122,149	2.804
E	56,304	1.306
F	110,215	2.530
G	70,627	1.621
H	209,686	4.814
I	65	0.019
J	62,018	1.424
K	193,142	4.434
L	100	0.032
M	24,255	0.534
N	17,581	0.404

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 884, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

PREPARED BY:

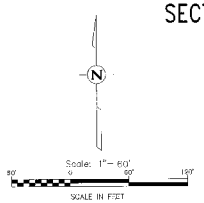
CFB SURVEYING
CLYMER FARNER BARLEY
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-2126 LB#498

MIDDLETON UNIT NO. 3

SHEET 3 OF 16

PLAT BOOK 21
PAGE 68

SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

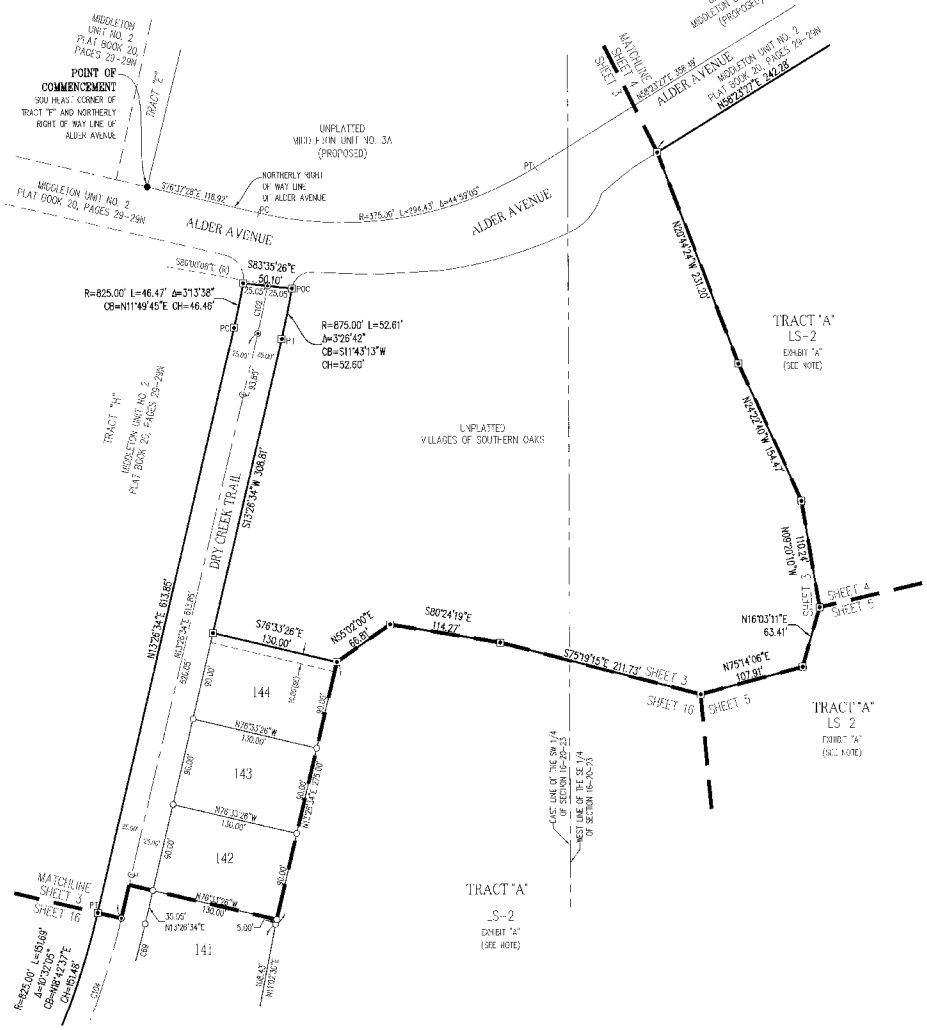


TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	2,372,208	54.460
B	441,827	10.143
C	33,101	0.760
D	122,149	2.804
E	56,934	1.306
F	110,215	2.530
G	70,697	1.621
I	209,686	4.814
I	831	0.019
J	62,018	1.424
K	193,142	4.434
-	100	0.002
M	23,255	0.534
N	17,581	0.404

NOTE

EXHIBIT A – EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684 (STORMWATER RUNOFF, RETENTION & IRRIGATED EFFLUENT)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C69	53.00'	875.00'	3°28'13"	N11°10'41"E	52.99'
C102	49.54'	850.00'	3°20'22"	N11°46'23"E	49.53'
C104	156.29'	850.00'	10°32'05"	N18°42'37"E	156.07'



LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #6498 & LB #4709), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #6498 & LB #4709)
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #3)
- C# INDICATES CURVE NUMBER IN CURVE TABLE
- L# INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- O.R.B. INDICATES OFFICIAL RECORDS BOOK
- P.C. INDICATES POINT OF CURVATURE
- P.O.C. INDICATES POINT ON CURVE
- P.C.C. INDICATES POINT OF COMPOUND CURVATURE
- P.R.C. INDICATES POINT OF REVERSE CURVATURE
- P.T. INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ. FT.	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

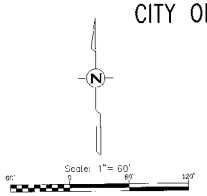
PREPARED BY: CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

MIDDLETON UNIT NO. 3

SHEET 4 OF 16

PLAT BOOK 21
PAGE 6C

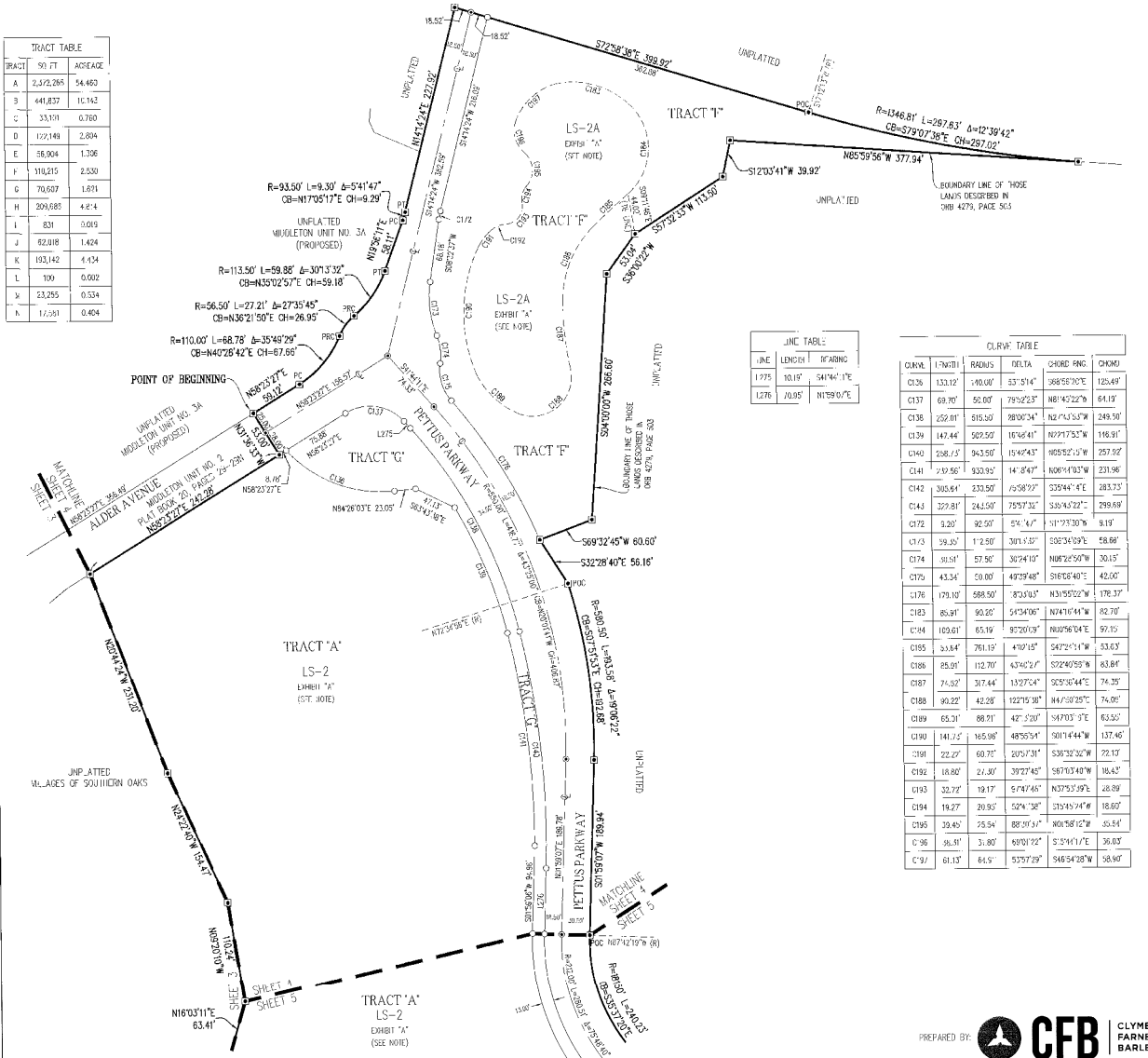
SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	2,372,265	54.460
B	441,837	10.142
C	33,101	0.760
D	122,149	2.804
E	58,904	1.306
F	110,215	2.530
G	70,607	1.621
H	209,685	4.814
I	831	0.019
J	62,018	1.424
K	193,142	4.434
L	100	0.002
M	23,255	0.534
N	17,561	0.404



LINE TABLE		
LINE	LENGTH	BEARING
L275	10.19'	S41°44'11"E
L276	70.95'	N17°59'07"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C136	133.12'	140.00'	53°31'14"	S68°58'20"E	128.49'
C137	69.70'	50.00'	79°52'23"	N81°45'22"W	64.19'
C138	252.01'	515.50'	28°00'34"	N27°43'53"W	249.50'
C139	147.44'	502.50'	16°48'41"	N29°17'53"W	146.91'
C140	258.15'	943.50'	15°40'43"	N85°52'15"W	257.32'
C141	232.56'	933.95'	14°16'47"	N06°14'03"W	231.96'
C142	305.64'	233.50'	75°00'22"	S35°44'41"E	283.73'
C143	327.81'	243.50'	75°57'32"	S39°45'22"E	299.69'
C172	9.26'	92.50'	5°44'47"	S11°23'30"W	9.19'
C173	99.35'	112.50'	50°36'33"	S08°34'09"E	96.66'
C174	98.51'	57.50'	98°12'19"	N06°26'50"W	90.15'
C175	43.34'	50.00'	49°39'48"	S16°08'40"E	42.00'
C176	179.10'	588.50'	17°26'03"	N31°55'02"W	178.37'
C183	85.91'	90.20'	54°34'06"	N74°16'44"W	82.70'
C184	109.61'	65.19'	96°20'09"	N60°56'04"E	97.15'
C185	53.84'	761.19'	4°10'15"	S47°26'41"W	53.83'
C186	85.91'	112.70'	43°40'21"	S22°40'59"W	83.84'
C187	74.52'	317.44'	13°27'04"	S05°30'44"E	74.35'
C188	90.22'	42.28'	122°15'38"	N44°50'25"E	74.06'
C189	65.31'	88.91'	42°5'20"	S47°03'3"E	63.85'
C190	141.75'	165.98'	48°55'54"	S01°14'44"W	137.46'
C191	22.27'	60.72'	20°57'31"	S36°32'32"W	22.13'
C192	18.80'	21.30'	39°27'45"	S67°03'40"W	18.43'
C193	32.72'	19.17'	97°47'46"	N37°53'39"E	28.89'
C194	19.27'	20.93'	52°44'38"	S75°45'24"W	18.60'
C195	39.45'	25.54'	88°30'34"	N01°58'12"W	35.64'
C196	96.91'	31.80'	69°01'22"	S15°41'1"E	36.03'
C197	61.13'	64.9'	53°57'29"	S46°54'28"W	58.90'

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #5498 & LB #4709), UNLESS OTHERWISE NOTED
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #5498 & 118 #4709)
- ◉ INDICATES P.R.M. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #5498 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES. (SEE NOTE #5.)

C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
Δ	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
POC	INDICATES POINT OF CURVATURE
PCC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCE PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS, DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
(PG)	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:

CFB CLYMER FARNER BARLEY
SURVEYING
4400 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

MIDDLETON UNIT NO. 3

SHEET 5 OF 16

PLAT BOOK 21
PAGE 60

SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

Scale: 1" = 60'
0 60' 120'
SCALE IN FEET

NOTE
EXHIBIT A – EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

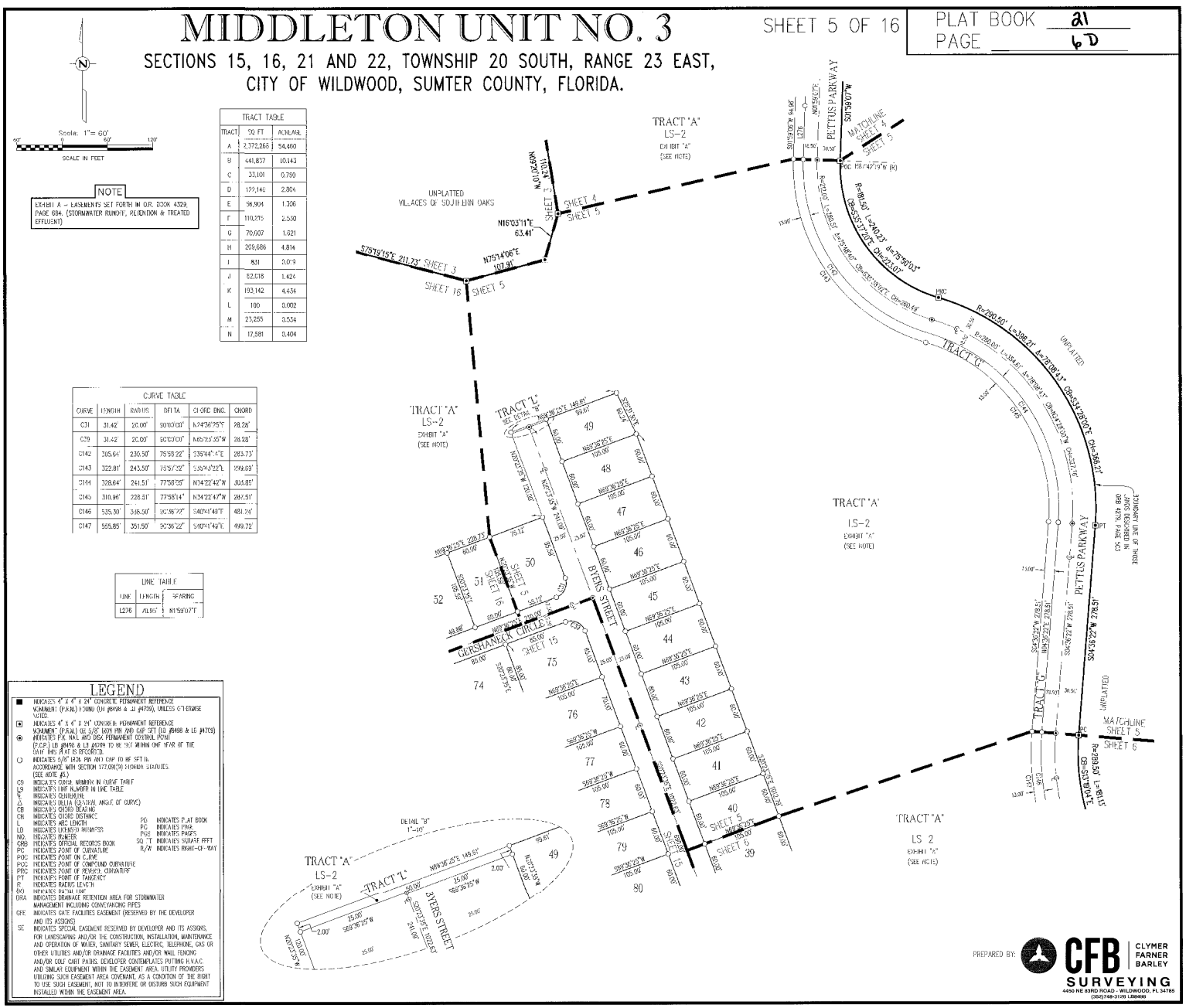
TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	2,372,265	54.460
B	441,837	10.143
C	33,101	0.760
D	122,146	2.804
E	96,904	1.306
F	110,215	2.530
G	70,607	1.621
H	209,686	4.814
I	831	0.019
J	62,018	1.424
K	193,142	4.434
L	100	0.002
M	23,255	0.534
N	17,581	0.404

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C31	31.42'	20.00'	90°00'00"	N74°36'25"E	28.28'
C39	31.42'	20.00'	90°00'00"	N65°23'35"W	28.28'
C142	305.64'	230.50'	75°59'22"	S35°44'41"E	283.73'
C143	322.81'	243.50'	75°57'52"	S35°43'22"E	299.69'
C144	328.64'	241.51'	77°58'05"	N34°22'42"W	304.85'
C145	310.96'	228.31'	77°98'14"	N34°22'47"W	287.51'
C146	535.30'	348.50'	90°36'22"	S40°41'48"E	481.24'
C147	566.85'	351.50'	90°36'22"	S40°41'48"E	499.72'

LINE TABLE		
LINE	LENGTH	BEARING
L276	76.96'	N15°59'07"E

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.M.) FOUND (LB #6498 & LB #4729), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) SET 5/8" IRON PIN AND CAP SET (LB #6498 & LB #4729)
- ◉ INDICATES PK# NAIL AND DISC PERMANENT CONTROL POINT (P.C.P.) LB #6498 & LB #4729 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- Ø INDICATES DIAMETER
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- POC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (M) INDICATES FIELD MEASURED
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCE PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PG INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY



PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3120 LB#6498

MIDDLETON UNIT NO. 3

SHEET 6 OF 16

PLAT BOOK 21
PAGE 6E

SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

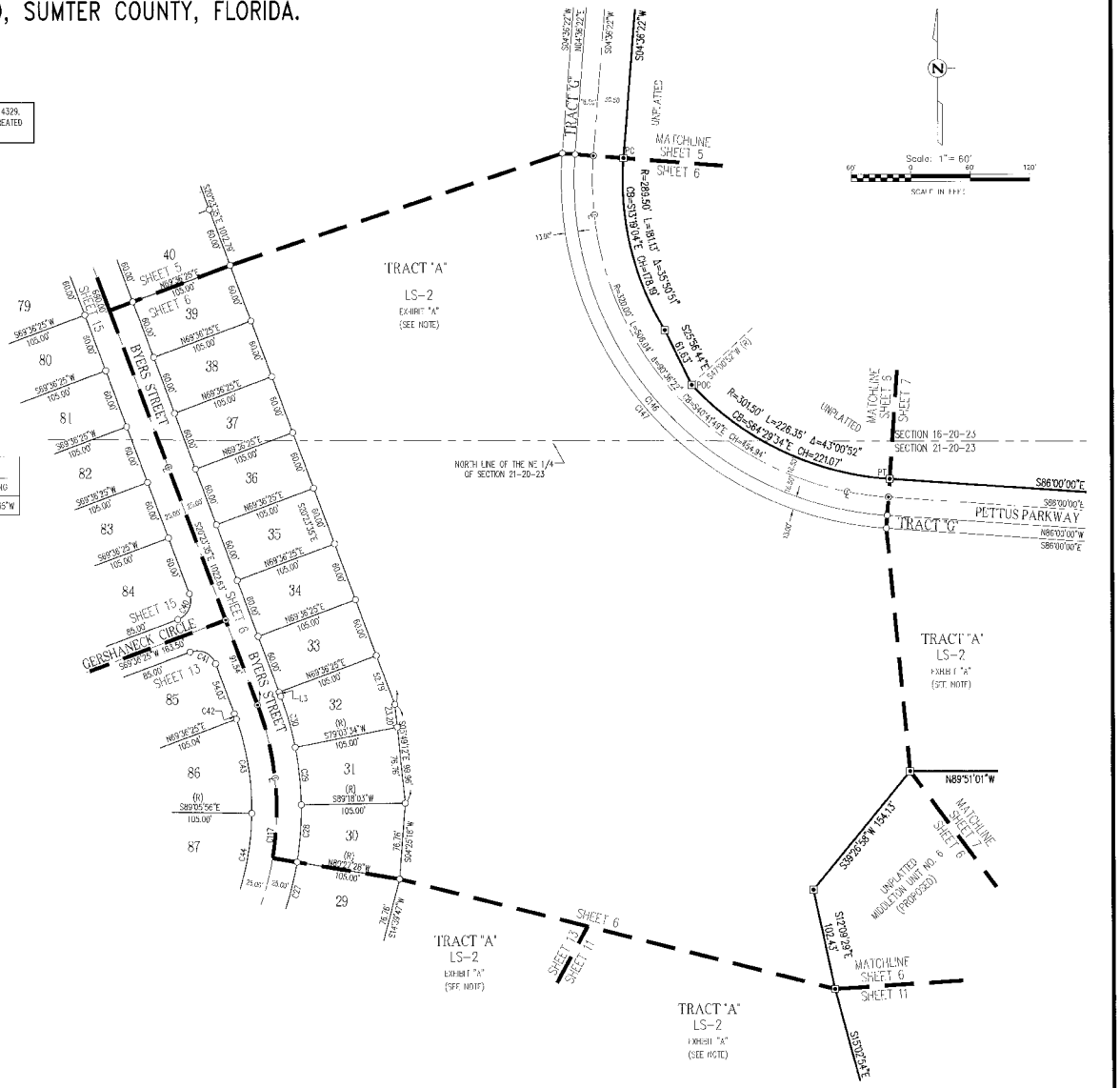
TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	2,372,268	54.460
B	441,837	10.142
C	33,101	0.760
D	122,149	2.804
E	56,904	1.306
F	110,215	2.530
G	70,607	1.621
H	209,686	4.814
I	831	0.019
J	62,018	1.424
K	193,142	4.434
L	100	0.002
M	23,255	0.534
N	17,581	0.404

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD
C27	58.09'	325.00'	10°14'29"	N14°39'47"E	58.02'
C28	58.09'	325.00'	10°14'29"	N04°25'18"E	58.02'
C29	58.09'	325.00'	10°14'29"	N05°48'12"W	58.02'
C30	53.62'	325.00'	9°27'11"	N15°40'02"W	53.56'
C40	31.42'	20.00'	90°00'00"	N24°36'25"E	28.28'
C41	31.42'	20.00'	90°00'00"	N65°23'35"W	28.28'
C42	5.97'	275.00'	1°14'37"	N15°46'17"W	5.97'
C43	96.24'	275.00'	20°03'02"	N09°07'27"W	95.75'
C44	66.84'	275.00'	13°55'34"	N09°56'51"E	66.68'
C117	267.60'	300.00'	51°06'30"	N05°09'40"E	258.82'
C146	535.30'	338.50'	90°36'22"	S40°41'49"E	481.24'
C147	555.85'	351.30'	90°36'22"	S40°41'49"E	499.72'

LINE TABLE		
LINE	LENGTH	BEARING
L3	4.83'	N70°25'35"W



LEGEND	
■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (OR #4948 & LB #4709), UNLESS OTHERWISE NOTED.
▣	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #6998 & LB #4709)
◉	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6998 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8), FLORIDA STATUTES. (SEE NOTE #5.)
C3	INDICATES CURVE NUMBER IN CURVE TABLE
L3	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL, FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

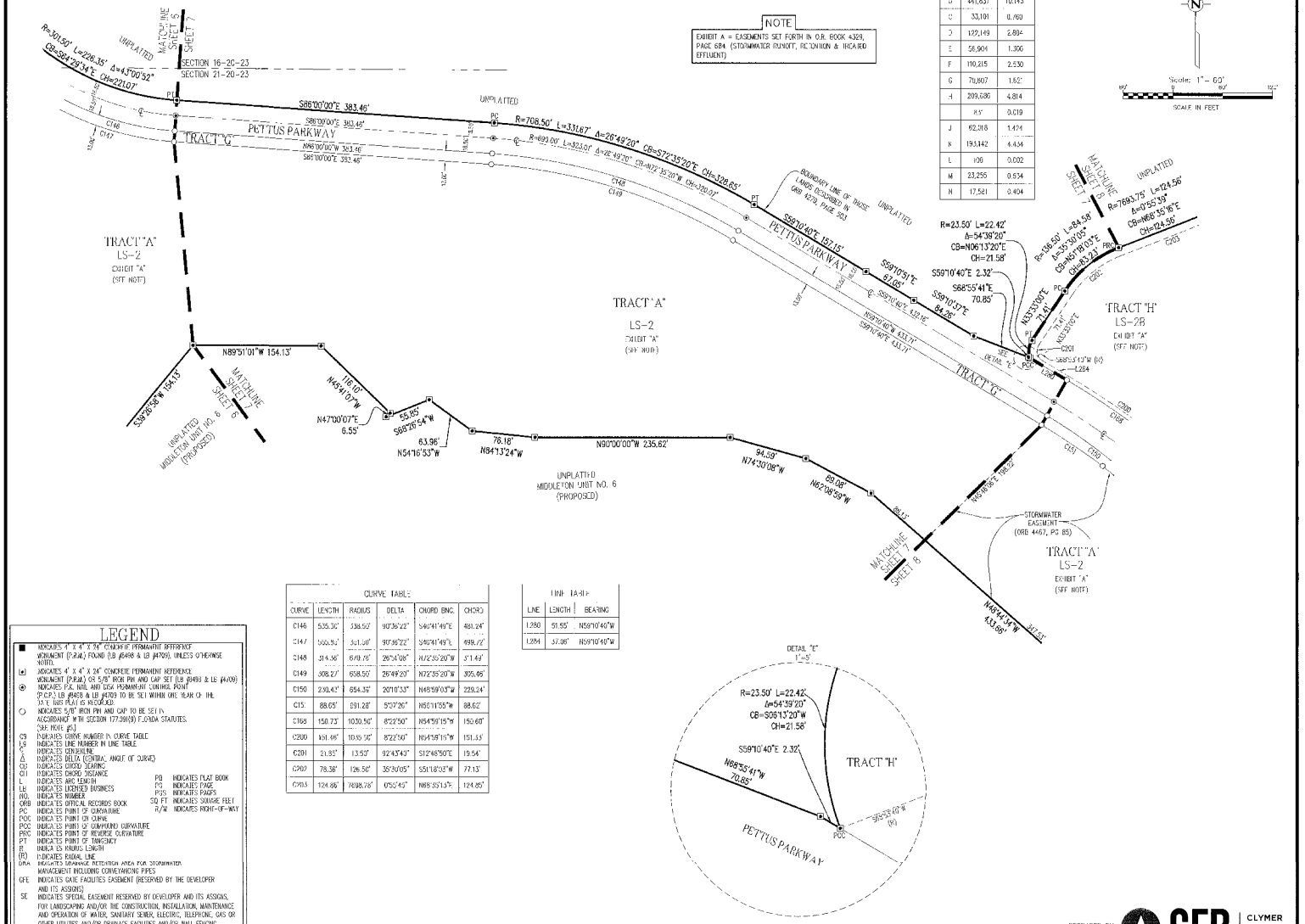
PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB6498

MIDDLETON UNIT NO. 3

SHEET 7 OF 16

PLAT BOOK 21
PAGE 6F

SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	2,372,268	54.460
D	441,857	10.145
C	33,191	0.760
D	122,149	2.804
E	58,904	1.306
F	110,215	2.530
G	70,807	1.65'
H	209,686	4.814
I	415	0.019
J	62,018	1.424
K	193,142	4.434
L	106	0.002
M	23,255	0.534
N	17,581	0.404

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684 (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

Scale: 1" = 60'

SCALE IN FEET

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C146	535.36'	338.50'	90°36'22"	S46°41'49"E	481.24'
C147	550.92'	348.00'	90°36'22"	S46°41'49"E	495.72'
C148	314.36'	670.75'	26°51'06"	N72°25'20"W	311.49'
C149	308.27'	638.50'	26°49'20"	N72°35'20"W	305.46'
C150	230.43'	654.35'	20°10'33"	N48°59'03"W	229.24'
C15:	88.65'	891.28'	5°57'26"	N80°11'55"W	88.62'
C168	150.73'	1030.50'	8°22'50"	N84°59'15"W	150.60'
C200	151.46'	1035.50'	8°22'50"	N84°59'15"W	151.33'
C201	21.93'	13.50'	92°43'43"	S12°48'50"E	19.54'
C202	78.38'	126.50'	35°30'05"	S51°18'03"W	77.13'
C203	124.86'	7698.75'	0°55'43"	N68°39'13"E	124.85'

LINE TABLE		
LINE	LENGTH	BEARING
L280	51.55'	N58°10'46"W
L284	37.06'	N59°10'40"W

LEGEND

- ■ MONUMENTS 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #6498 & LB #4709), UNLESS OTHERWISE NOTED.
- (●) INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #6498 & LB #4709)
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) F.S.06A STATUTES. SEE NOTE #5.
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIAL LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING

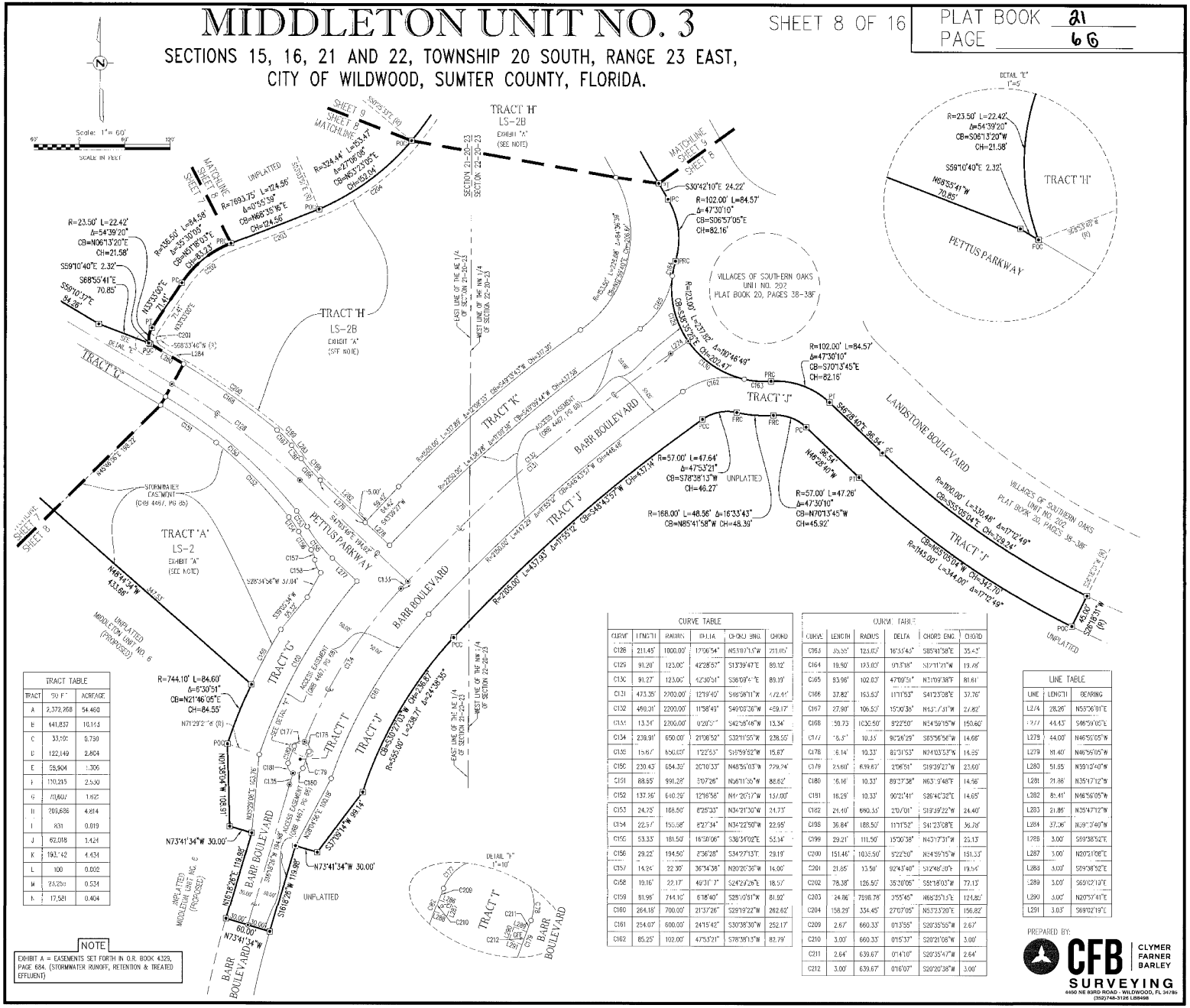
4480 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

MIDDLETON UNIT NO. 3

SHEET 8 OF 16

PLAT BOOK 21
PAGE 66

SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	2,372,268	54.460
B	441,837	10.143
C	33,102	0.760
D	122,149	2.804
E	58,904	1.306
F	110,215	2.530
G	70,607	1.621
H	203,626	4.674
I	831	0.019
J	62,018	1.424
K	193,742	4.449
L	100	0.002
M	23,206	0.533
N	17,581	0.404

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C128	211.45'	1000.00'	12°06'54"	N85°01'15"W	211.05'
C129	91.20'	123.00'	42°28'57"	S13°39'47"E	89.12'
C130	91.27'	123.00'	42°30'51"	S56°08'4-"E	89.19'
C131	473.35'	2202.00'	12°19'40"	S48°56'11"W	472.44'
C132	460.21'	2200.00'	11°58'49"	S49°08'36"W	459.17'
C133	13.34'	2200.00'	0°20'51"	S42°58'48"W	13.34'
C134	239.91'	650.00'	21°08'52"	S32°11'55"W	238.55'
C135	15.67'	650.00'	1°22'53"	S16°59'52"W	15.67'
C150	230.43'	654.32'	20°10'33"	N48°56'03"W	229.24'
C151	88.55'	991.28'	5°07'26"	N56°11'36"W	88.52'
C152	137.26'	640.29'	12°16'56"	N44°20'17"W	137.00'
C153	24.75'	168.50'	8°25'03"	N34°21'30"W	24.73'
C154	22.91'	155.58'	8°27'34"	N34°22'50"W	22.95'
C155	53.33'	181.50'	16°50'06"	S36°34'02"E	53.14'
C156	29.22'	194.50'	8°36'28"	S34°27'13"E	29.19'
C157	14.24'	22.30'	36°34'38"	N20°20'36"W	14.00'
C158	19.16'	22.17'	49°31' 7"	S24°29'26"E	18.57'
C159	81.96'	744.16'	6°18'40"	S28°16'51"W	81.92'
C160	264.18'	700.00'	21°37'26"	S29°19'22"W	262.62'
C161	254.07'	600.00'	24°15'42"	S30°36'30"W	252.17'
C162	85.25'	102.00'	47°53'21"	S78°38'13"W	82.79'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C163	35.35'	123.00'	16°27'43"	S85°41'58"E	35.23'
C164	19.90'	123.00'	9°16'18"	S70°21'21"W	19.88'
C165	93.98'	102.00'	47°09'51"	N31°09'38"E	91.61'
C166	37.82'	163.50'	11°11'53"	S41°23'08"E	37.76'
C167	27.90'	106.50'	15°00'38"	N43°17'31"W	27.82'
C168	59.73'	1030.50'	3°22'50"	N54°59'15"W	150.60'
C177	15.5'	10.33'	90°26'29"	S85°56'56"W	14.66'
C178	15.14'	10.33'	83°31'53"	N24°03'53"W	14.25'
C179	25.66'	6.33.67'	2°06'51"	S19°39'27"W	23.60'
C180	16.16'	10.33'	89°37'38"	N63°39'48"E	14.56'
C181	16.29'	10.33'	90°21'41"	S26°40'32"E	14.65'
C182	24.40'	660.33'	2°07'01"	S19°39'22"W	24.40'
C198	36.84'	188.50'	11°11'52"	S41°23'08"E	36.78'
C199	29.21'	111.50'	15°00'38"	N43°17'31"W	29.13'
C200	151.46'	1035.50'	8°22'50"	N54°59'15"W	151.33'
C201	21.65'	13.50'	92°43'40"	S12°46'30"E	19.34'
C202	78.38'	126.50'	35°30'05"	S55°18'03"W	77.13'
C203	24.86'	7598.78'	0°55'45"	N66°25'15"E	81.92'
C204	156.29'	334.45'	27°07'05"	N53°23'20"E	156.82'
C209	2.67'	660.33'	0°13'55"	S20°35'55"W	2.67'
C210	3.00'	660.33'	0°15'37"	S20°21'08"W	3.00'
C211	2.64'	639.67'	0°14'10"	S20°35'47"W	2.64'
C212	3.00'	639.67'	0°16'07"	S20°20'38"W	3.00'

LINE TABLE		
LINE	LENGTH	BEARING
L274	28.26'	N53°36'01"E
L277	44.43'	S46°59'05"E
L279	44.00'	N46°59'05"W
L279	81.40'	N46°59'05"W
L280	51.55'	N59°12'40"W
L281	21.86'	N35°47'12"W
L282	81.41'	N46°59'05"W
L283	21.86'	N35°47'12"W
L284	37.36'	N59°12'40"W
L288	3.00'	S59°38'52"E
L287	3.00'	N20°21'08"E
L288	3.00'	S59°38'52"E
L289	3.00'	S69°02'19"E
L290	3.00'	N20°57'41"E
L291	3.03'	S69°02'19"E

PREPARED BY:
CFB CLYMER FARNER BARLEY
SURVEYING
4650 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

MIDDLETON UNIT NO. 3

SHEET 9 OF 16

PLAT BOOK 21
PAGE 64

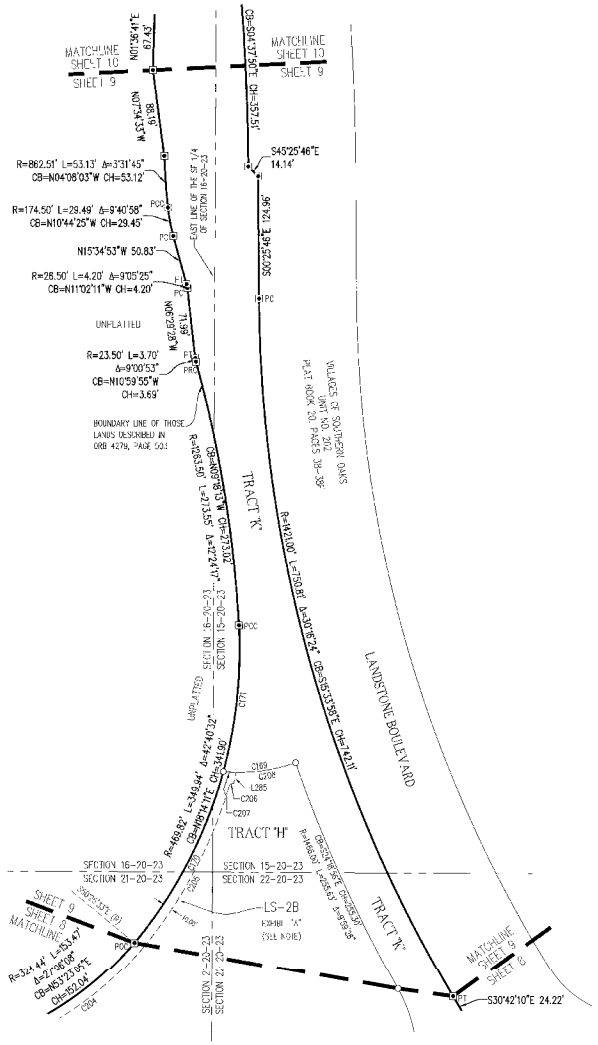
SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

Scale: 1" = 60'
SCALE IN FEET

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	2,372,269	54.462
B	48,847	12.143
C	33,131	0.760
D	122,149	2.804
E	56,904	1.306
F	110,215	2.530
G	70,607	1.621
H	209,686	4.814
I	831	0.019
J	62,018	1.424
K	193,142	4.434
L	100	0.002
M	23,255	0.534
N	17,574	0.404

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C169	75.05'	172.17'	24°58'35"	N82°55'56"E	74.46'
C170	198.92'	469.82'	24°15'38"	N27°28'42"E	197.44'
C171	151.02'	469.82'	18°25'01"	N06°06'26"E	150.37'
C204	156.79'	554.49'	27°01'06"	N53°23'20"E	156.32'
C205	190.69'	479.82'	22°46'14"	N28°11'30"E	189.44'
C206	5.74'	3.51'	93°41'49"	S63°42'22"W	5.13'
C207	13.19'	172.17'	4°23'19"	S86°46'26"E	13.18'
C208	61.81'	172.17'	20°33'17"	N80°44'17"E	61.53'

LINE TABLE		
LINE	LENGTH	BEARING
L285	11.86'	N11°33'39"E

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #6498 & LB #4309), UNLESS OTHERWISE NOTED
- (P) INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #6498 & LB #4709)
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) I.E. (#6498 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED)
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- POC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- P.B. INDICATES PLAT BOOK
- PG. INDICATES PAGE
- PGS. INDICATES PAGES
- SQ. FT. INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

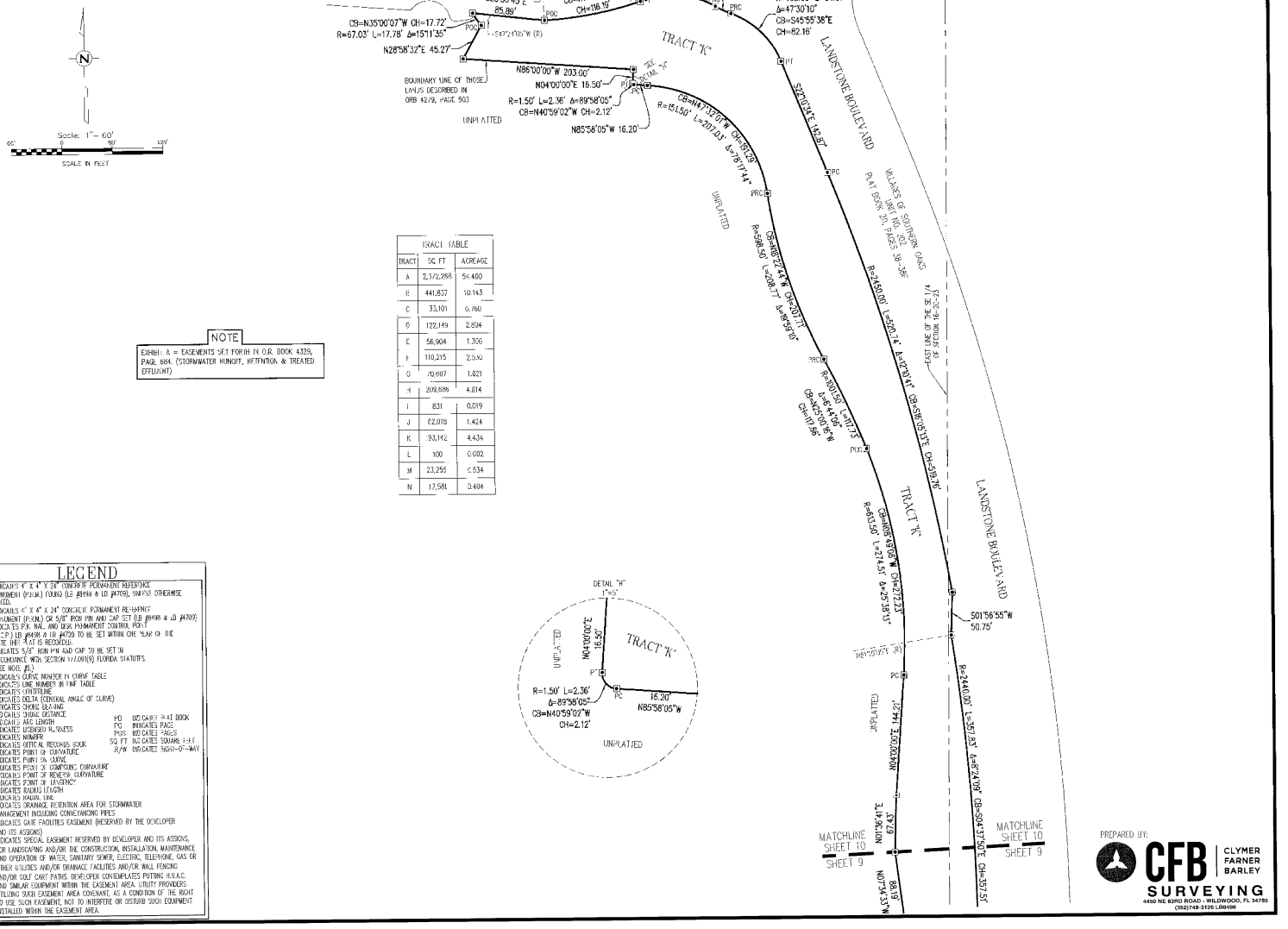
PREPARED BY: CFB CLYMER FARNER BARLEY SURVEYING
4406 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB#498

MIDDLETON UNIT NO. 3

SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 10 OF 16

PLAT BOOK 21
PAGE 61



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	2,372,288	54.460
B	441,837	10.143
C	33,101	0.760
D	122,149	2.804
E	56,904	1.306
F	110,215	2.530
G	70,807	1.621
H	209,886	4.814
I	831	0.019
J	62,018	1.424
K	193,142	4.434
L	100	0.002
M	23,255	0.534
N	17,581	0.404

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 884. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #6998 & LB #4709), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT RE-MARKER MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #6998 & LB #4709)
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6998 & LB #4709 TO BE SET WITHIN ONE YEAR OF RECORD DATE, IF P.C.P. IS NOT RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES. (SEE NOTE #5.)
- CM INDICATES CURVE NUMBER IN CURVE TABLE
- LN INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (M) INDICATES MEASURED
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GAS FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PO INDICATES P.R.M. SET
PCS INDICATES PCP SET
SQ FT INDICATES SQUARE FEET
R/W INDICATES RIGHT-OF-WAY

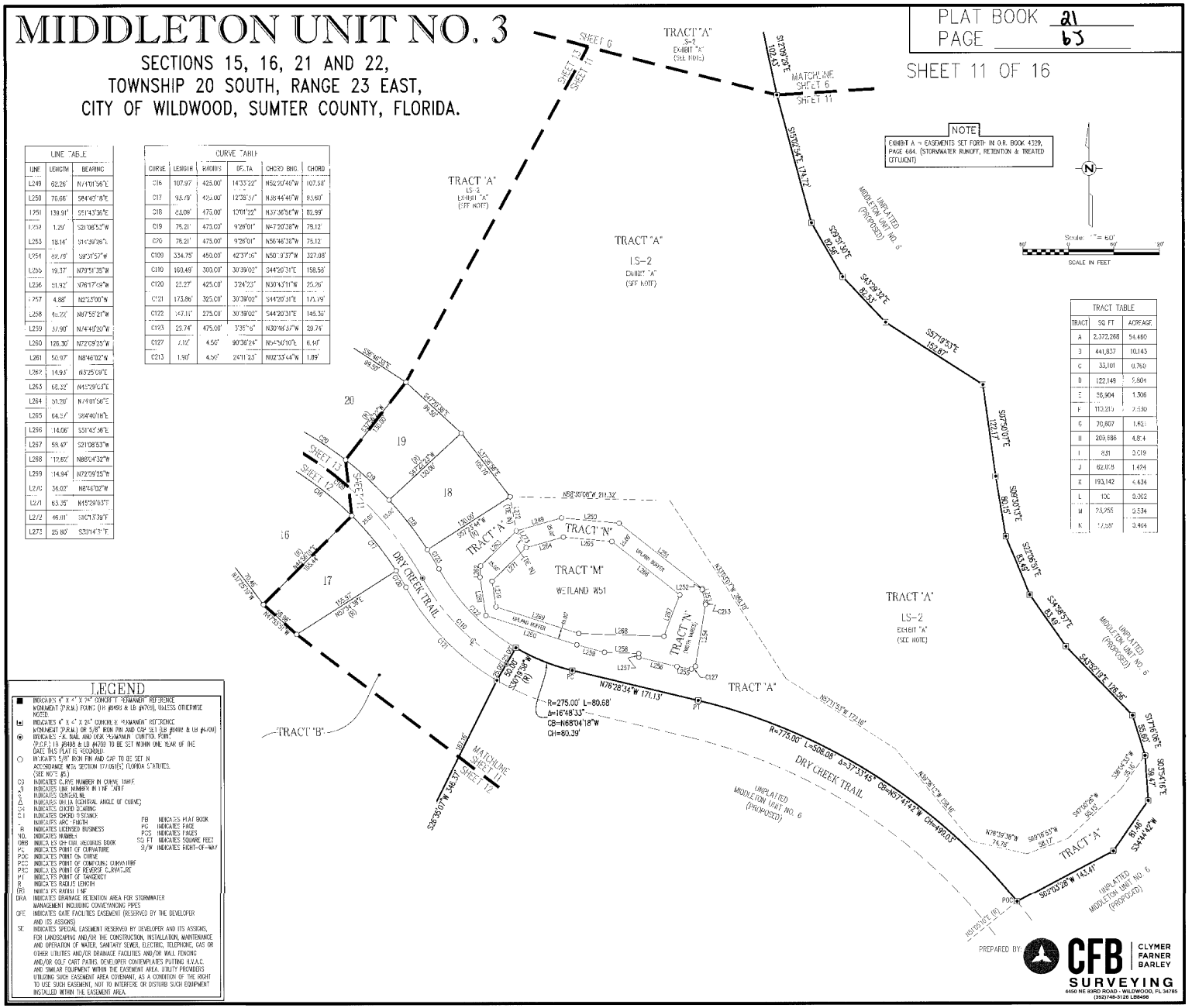
PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3120 LB6998

MIDDLETON UNIT NO. 3

SECTIONS 15, 16, 21 AND 22,
TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 21
PAGE 63

SHEET 11 OF 16



LINE TABLE		
LINE	LENGTH	BEARING
L249	62.26'	N74°01'56"E
L250	70.66'	S84°40'18"E
L251	139.91'	S51°43'36"E
L252	1.29'	S21°08'53"W
L253	18.14'	S14°39'26"E
L254	62.19'	S8°31'57"W
L255	19.37'	N79°51'35"W
L256	51.92'	N76°17'49"W
L257	4.88'	N22°53'00"W
L258	41.22'	N87°55'21"W
L259	51.90'	N74°48'20"W
L260	126.30'	N72°09'25"W
L261	50.97'	N8°46'02"W
L262	14.93'	N33°25'09"E
L263	68.32'	N41°29'43"E
L264	54.20'	N74°01'56"E
L265	64.31'	S84°40'18"E
L266	14.06'	S51°43'36"E
L267	58.47'	S21°08'53"W
L268	121.82'	N88°04'32"W
L269	14.94'	N72°09'25"W
L270	34.02'	N8°46'02"W
L271	63.35'	N15°28'03"E
L272	46.01'	S31°31'39"E
L273	25.80'	S33°14'31"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C16	107.97'	425.00'	14°33'22"	N52°20'40"W	107.68'
C17	93.19'	425.00'	12°33'57"	N38°44'40"W	93.01'
C18	83.09'	475.00'	10°01'22"	N37°36'56"W	82.99'
C19	75.21'	475.00'	9°28'01"	N47°20'38"W	75.12'
C20	75.21'	475.00'	9°28'01"	N56°46'38"W	75.12'
C109	334.75'	450.00'	42°37'16"	N50°13'37"W	327.08'
C110	160.48'	300.00'	30°39'02"	S44°20'31"E	158.58'
C120	23.27'	425.00'	3°24'23"	N30°43'11"W	23.26'
C121	173.86'	325.00'	30°39'02"	S44°20'31"E	171.79'
C122	147.11'	275.00'	30°39'02"	S44°20'31"E	145.35'
C123	23.74'	475.00'	2°51'57"	N30°16'57"W	23.74'
C127	7.10'	4.50'	90°36'24"	N64°50'10"E	6.40'
C213	1.90'	4.50'	24°11'23"	N02°33'44"W	1.89'

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	2,372,268	54.460
B	441,837	10.143
C	33,101	0.760
D	122,149	2.804
E	56,904	1.306
F	113,213	2.600
G	70,807	1.625
H	209,886	4.817
I	851	0.019
J	62,018	1.424
K	193,142	4.434
L	100	0.002
M	23,255	0.534
N	17,559	0.404

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE "PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #6498 & LB #4769), UNLESS OTHERWISE NOTED
- ⊡ INDICATES 4" X 4" X 24" CONCRETE "PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #6498 & LB #4769)
- ◉ INDICATES 4" X 4" CONCRETE PERMANENT CONTROL POINT (P.C.P.) (LB #6498 & LB #4769) TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(7), FLORIDA STATUTES. (SEE NOTE #5)
- C3 INDICATES CURVE NUMBER IN CHAIN LINE
- L3 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CH INDICATES CHORD BEARING
- C.H. INDICATES CHORD DISTANCE
- INDICATES ARC LENGTH
- ℞ INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- P.C. INDICATES POINT OF CURVATURE
- P.C.C. INDICATES POINT OF COMPOUND CURVATURE
- P.R.C. INDICATES POINT OF REVERSE CURVATURE
- P.T. INDICATES POINT OF TANGENCY
- R INDICATES RADIUS (DESIGN)
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE DETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ. FT. INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY

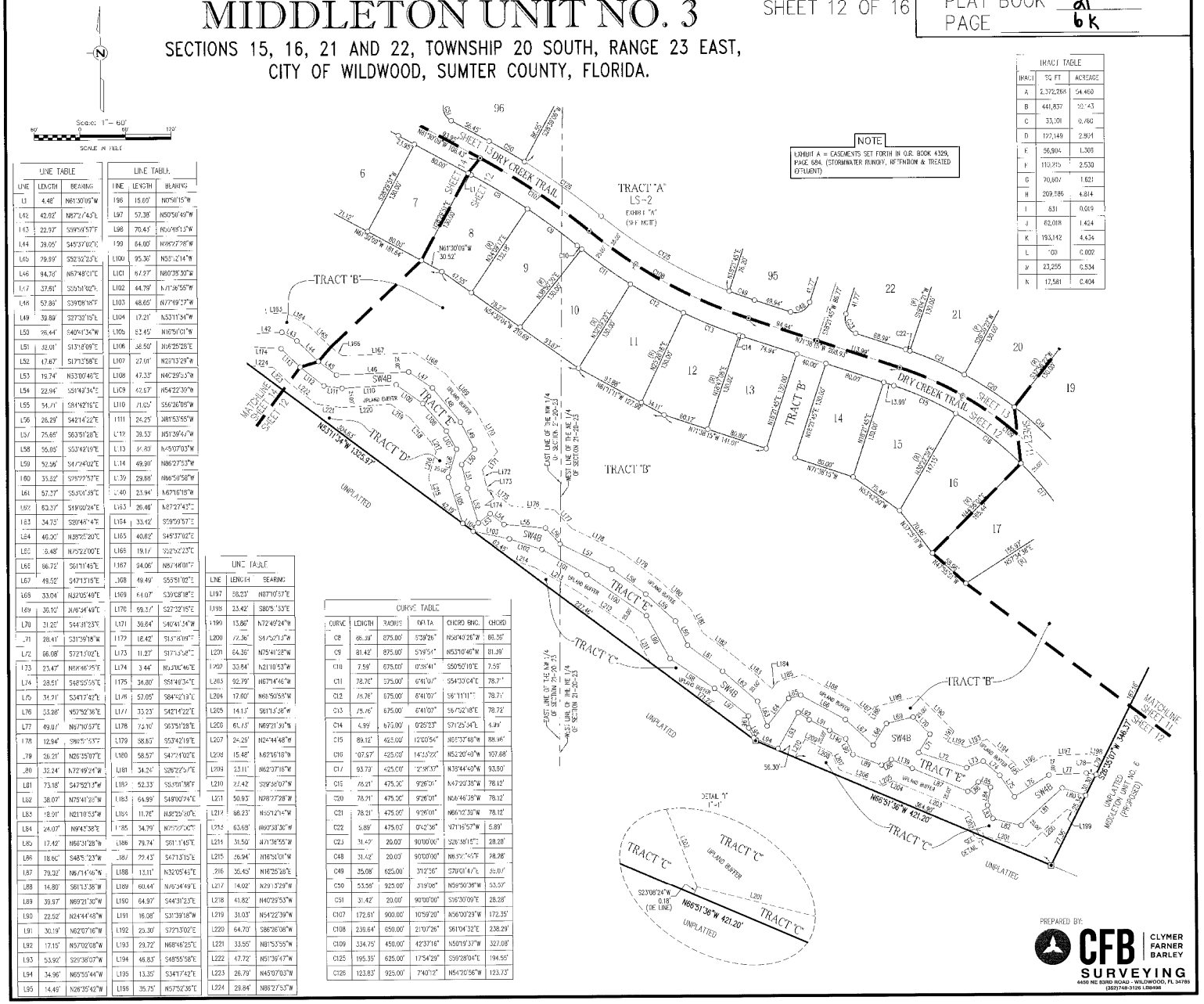
PREPARED BY:
CFB CLYMER FARNER BARLEY
SURVEYING
6450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB8498

MIDDLETON UNIT NO. 3

SHEET 12 OF 16

PLAT BOOK 21
PAGE 64

SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	2,372,268	54.460
B	441,837	10.143
C	33,101	0.760
D	127,149	2.919
E	56,904	1.306
F	110,215	2.530
G	70,607	1.621
H	209,786	4.814
I	631	0.014
J	62,018	1.424
K	193,142	4.434
L	100	0.002
M	23,255	0.534
N	17,581	0.404

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.48'	N61°30'05"W
L42	42.02'	N87°21'43"E
L43	22.97'	S39°59'57"E
L44	39.05'	S45°37'02"E
L45	29.89'	S52°32'23"E
L46	94.78'	N67°48'01"E
L47	37.61'	S55°51'02"E
L48	57.86'	S39°08'58"E
L49	39.89'	S27°32'15"E
L50	28.44'	S40°41'34"W
L51	32.01'	S13°18'09"E
L52	47.67'	S17°12'58"E
L53	19.74'	N33°00'46"E
L54	22.94'	S51°49'34"E
L55	54.71'	S81°42'16"E
L56	26.29'	S42°14'22"E
L57	75.65'	S63°51'28"E
L58	56.05'	S53°42'19"E
L59	52.96'	S47°24'02"E
L60	35.82'	S75°27'57"E
L61	57.37'	S53°54'38"E
L62	63.39'	S19°00'24"E
L63	34.75'	S28°46'14"E
L64	46.30'	N28°25'20"E
L65	6.48'	N75°22'00"E
L66	86.72'	S61°11'45"E
L67	48.52'	S47°13'15"E
L68	33.04'	N32°05'49"E
L69	35.10'	N76°34'49"E
L70	31.22'	S44°31'23"E
L71	28.41'	S31°39'18"W
L72	66.08'	S72°11'02"E
L73	23.47'	N68°48'25"E
L74	28.51'	S48°55'55"E
L75	34.21'	S34°17'42"E
L76	33.28'	N57°52'36"E
L77	49.01'	N67°10'57"E
L78	12.94'	S80°55'53"E
L79	26.21'	N26°35'07"E
L80	32.24'	N72°49'24"W
L81	73.18'	S47°52'13"W
L82	38.07'	N75°41'28"W
L83	18.01'	N21°10'53"W
L84	24.07'	N9°43'38"E
L85	17.42'	N86°31'28"W
L86	18.66'	S48°5'23"W
L87	79.32'	N6°14'46"W
L88	14.80'	S81°13'38"W
L89	39.97'	N69°21'30"W
L90	22.52'	N24°44'48"W
L91	30.19'	N62°07'16"W
L92	17.15'	N57°02'08"W
L93	53.92'	S29°38'07"W
L94	34.96'	N65°55'44"W
L95	14.49'	N26°35'42"W

LINE TABLE		
LINE	LENGTH	BEARING
L96	15.69'	N0°50'15"W
L97	57.38'	N50°50'49"W
L98	70.45'	N56°48'15"W
L99	64.00'	N35°27'28"W
L100	95.36'	N55°12'14"W
L101	67.27'	N80°35'30"W
L102	44.79'	N71°36'55"W
L103	48.65'	N77°49'27"W
L104	17.21'	N53°11'34"W
L105	82.45'	N16°51'01"W
L106	36.50'	N16°25'28"E
L107	27.01'	N23°13'29"W
L108	47.33'	N40°29'53"W
L109	42.57'	N54°22'39"W
L110	71.04'	S56°26'06"W
L111	24.25'	N81°53'55"W
L112	39.53'	N51°39'47"W
L113	34.80'	N45°07'03"W
L114	49.90'	N86°27'53"W
L139	29.88'	N86°59'58"W
L140	23.94'	N67°16'18"W
L163	26.46'	N87°27'43"E
L164	33.42'	S79°59'57"E
L165	40.82'	S45°37'02"E
L166	19.17'	S52°32'23"E
L167	94.06'	N81°44'01"E
L168	49.49'	S55°51'02"E
L169	64.07'	S39°08'58"E
L170	99.37'	S27°32'15"E
L171	30.84'	S40°41'34"W
L172	11.27'	S17°13'58"E
L173	3.44'	N0°08'46"E
L174	34.80'	S51°49'34"E
L175	57.05'	S84°42'19"E
L176	33.23'	S42°14'22"E
L177	75.10'	S63°51'28"E
L178	38.85'	S53°42'19"E
L179	58.57'	S47°24'02"E
L180	34.24'	S26°22'57"E
L181	52.33'	S51°37'38"E
L182	64.99'	S49°00'24"E
L183	11.76'	N38°29'30"E
L184	34.79'	N75°27'30"E
L185	79.74'	S81°1'45"E
L186	72.43'	S47°13'15"E
L187	13.11'	N32°05'43"E
L188	60.44'	N76°34'49"E
L189	64.97'	S44°31'23"E
L190	16.08'	S31°39'18"W
L191	25.30'	S72°13'02"E
L192	29.72'	N68°48'25"E
L193	46.83'	S48°55'58"E
L194	13.35'	S34°17'42"E
L195	35.75'	N57°52'36"E

LINE TABLE		
LINE	LENGTH	BEARING
L197	58.23'	N87°10'57"E
L198	23.42'	S80°5'53"E
L199	13.86'	N72°49'24"W
L200	72.36'	S47°52'13"W
L201	64.36'	N75°41'28"W
L202	33.84'	N21°10'53"W
L203	92.79'	N67°14'46"W
L204	17.00'	N68°50'58"W
L205	14.13'	S61°1'38"W
L206	61.13'	N69°21'30"W
L207	24.29'	N24°44'48"W
L208	15.48'	N62°16'18"W
L209	23.11'	N62°07'16"W
L210	22.42'	S29°38'07"W
L211	50.93'	N28°07'28"W
L212	68.23'	N55°12'14"W
L213	63.65'	N80°35'30"W
L214	31.50'	N71°36'55"W
L215	26.94'	N16°51'01"W
L216	35.45'	N16°25'28"E
L217	14.02'	N29°13'29"W
L218	41.82'	N40°29'53"W
L219	31.03'	N54°22'39"W
L220	64.70'	S86°26'06"W
L221	33.55'	N81°53'55"W
L222	47.72'	N51°39'47"W
L223	26.79'	N45°07'03"W
L224	29.84'	N86°27'53"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C8	86.39'	875.00'	5°39'26"	N58°40'26"W	86.35'
C9	81.42'	875.00'	5°19'51"	N53°10'46"W	81.39'
C10	7.59'	675.00'	0°38'41"	S50°52'10"E	7.59'
C11	78.76'	575.00'	6°41'07"	S54°30'04"E	78.7'
C12	78.76'	575.00'	6°41'07"	S61°11'11"E	78.7'
C13	78.76'	675.00'	6°41'07"	S61°52'18"E	78.72'
C14	4.99'	675.00'	0°25'23"	S71°25'34"E	4.99'
C15	89.12'	425.00'	12°00'56"	N55°37'48"W	88.96'
C16	107.57'	425.00'	14°29'29"	N52°26'40"W	107.28'
C17	93.73'	425.00'	12°38'37"	N38°44'40"W	93.55'
C15	78.21'	475.00'	9°26'01"	N47°20'38"W	78.12'
C20	78.21'	475.00'	9°26'01"	N56°46'38"W	78.12'
C21	78.21'	475.00'	9°26'01"	N66°12'39"W	78.12'
C22	5.89'	475.00'	0°42'36"	N71°16'57"W	5.89'
C23	31.42'	20.00'	90°00'00"	S26°38'15"E	28.28'
C48	31.42'	20.00'	90°00'00"	N63°21'45"E	28.28'
C49	35.08'	625.00'	3°12'36"	S70°01'47"E	35.07'
C50	53.56'	925.00'	3°19'06"	N59°50'36"W	53.55'
C51	31.42'	20.00'	90°00'00"	S16°30'09"E	28.28'
C107	172.61'	900.00'	10°59'20"	N56°00'29"W	172.35'
C108	239.64'	650.00'	21°07'26"	S61°04'32"E	238.29'
C109	334.75'	450.00'	42°37'16"	N50°19'37"W	327.08'
C125	195.35'	625.00'	17°54'29"	S59°28'04"E	194.55'
C126	123.83'	925.00'	7°40'12"	N54°20'56"W	123.73'

PREPARED BY:
CFB CLYMER FARNER BARLEY
SURVEYING
6450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB#498

MIDDLETON UNIT NO. 3

SHEET 13 OF 16

PLAT BOOK 81
PAGE 61

SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C7	55.04'	625.00'	5°02'46"	S58°58'46"E	55.03'
C8	96.39'	875.00'	5°39'25"	N63°40'28"W	96.34'
C9	81.42'	875.00'	5°19'54"	N53°10'46"W	81.39'
C10	7.59'	675.00'	0°38'41"	S50°50'10"E	7.59'
C11	78.76'	675.00'	6°41'01"	S54°30'04"E	78.71'
C12	78.76'	675.00'	6°41'01"	S61°11'11"E	78.71'
C13	78.76'	675.00'	6°41'01"	S67°52'16"E	78.72'
C14	4.99'	675.00'	0°25'23"	S71°25'34"E	4.99'
C15	89.12'	425.00'	12°00'54"	N65°37'48"W	88.98'
C16	107.97'	425.00'	14°33'52"	N52°20'40"W	107.68'
C17	93.79'	425.00'	12°38'37"	N38°44'40"W	93.60'
C18	78.21'	475.00'	9°26'01"	N47°26'38"W	78.12'
C20	78.21'	475.00'	9°26'01"	N56°46'38"W	78.12'
C21	78.21'	475.00'	9°26'01"	N66°12'39"W	78.12'
C22	5.89'	475.00'	0°42'36"	N71°15'57"W	5.89'
C23	31.42'	20.00'	90°00'00"	S26°26'15"E	28.28'
C24	37.73'	175.00'	12°21'10"	S24°33'20"W	37.66'
C25	3.91'	325.00'	0°41'24"	N30°27'37"E	3.91'
C26	58.05'	325.00'	10°14'25"	N24°54'54"E	58.02'
C27	58.05'	325.00'	10°14'29"	N14°39'47"E	58.02'
C28	58.09'	325.00'	10°14'25"	N04°25'16"E	58.02'
C29	58.09'	325.00'	10°14'29"	N05°49'12"W	58.02'
C30	53.32'	325.00'	9°23'11"	N15°40'02"W	53.56'
C36	53.37'	106.50'	29°01'00"	S38°33'43"E	53.39'
C37	122.31'	71.50'	98°00'00"	S65°25'35"E	101.12'
C40	31.42'	20.00'	90°00'00"	N24°36'25"E	28.28'
C41	31.42'	20.00'	90°00'00"	N65°23'35"W	28.28'
C42	5.97'	275.00'	1°14'37"	N19°16'17"W	5.97'
C43	98.24'	275.00'	20°28'22"	N09°01'27"W	97.75'
C44	86.84'	275.00'	18°05'34"	N09°56'51"E	86.48'
C45	56.26'	275.00'	11°43'16"	N24°51'17"E	56.16'
C46	58.01'	225.00'	9°40'46"	S25°52'52"W	57.91'
C47	10.50'	225.00'	2°40'24"	S31°34'57"W	10.50'
C48	31.42'	20.00'	90°00'00"	N63°21'45"E	28.28'
C49	35.08'	625.00'	3°12'56"	S70°01'47"E	35.02'
C50	53.58'	925.00'	3°19'08"	N66°50'36"W	53.57'
C51	31.42'	20.00'	90°00'00"	S16°50'09"E	28.28'
C52	21.7'	325.00'	3°49'56"	S30°21'49"W	21.17'
C53	5.45'	325.00'	0°57'37"	S32°42'55"W	5.45'
C54	57.92'	106.50'	31°09'39"	N17°36'35"E	57.21'
C55	71.82'	106.50'	38°38'15"	N17°17'21"W	73.46'
C90	97.46'	71.50'	78°05'49"	N05°01'31"W	90.09'
C91	25.18'	366.00'	4°41'33"	S33°50'31"W	25.48'
C92	32.25'	20.00'	92°22'37"	N74°41'09"E	28.86'
C93	103.57'	575.00'	10°19'14"	S53°57'55"E	103.43'
C107	172.61'	900.00'	10°59'20"	N56°00'29"W	172.35'
C108	239.64'	650.00'	21°07'26"	S61°04'32"E	238.29'
C109	334.75'	450.00'	42°37'16"	N50°19'37"W	327.08'
C114	121.31'	89.00'	78°05'49"	N05°01'31"W	112.14'
C115	28.05'	342.50'	4°41'33"	S33°50'37"W	28.04'
C116	43.12'	200.00'	12°21'10"	S24°32'20"W	43.04'
C117	267.60'	300.00'	51°06'59"	N05°39'40"E	258.82'
C118	139.80'	89.00'	90°00'00"	S85°25'30"E	125.87'
C124	106.15'	106.50'	57°18'52"	S81°44'29"E	102.15'
C125	195.35'	625.00'	17°54'29"	S59°28'04"E	194.55'
C126	123.83'	925.00'	7°40'12"	N54°20'56"W	123.73'

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.46'	N61°50'09"W
L2	0.31'	N21°54'16"E
L3	4.63'	N20°23'35"W
L14	10.99'	S28°29'51"W

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	2,372,268	54.460
B	441,837	10.143
C	33,101	0.760
D	122,149	2.804
F	56,904	1.306
F	110,215	2.530
G	70,607	1.621
H	209,686	4.814
I	831	0.019
J	62,018	1.424
K	193,142	4.434
L	120	0.002
M	23,235	0.534
N	17,581	0.404

NOTE

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

Scale: 1" = 80'

SCALE IN FEET

LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #6498 & LB #4709), UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #6498 & LB #4709)
- ◉ INDICATES 2" X 4" NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 & LB #4709 TO BE SET WITHIN ONE YEAR OF DUE DATE PER PLAT IN ACCORDANCE WITH SECTION 177.091(7) FLORIDA STATUTES. (SEE NOTE #5)
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING IN HOAS AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING

4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB6498

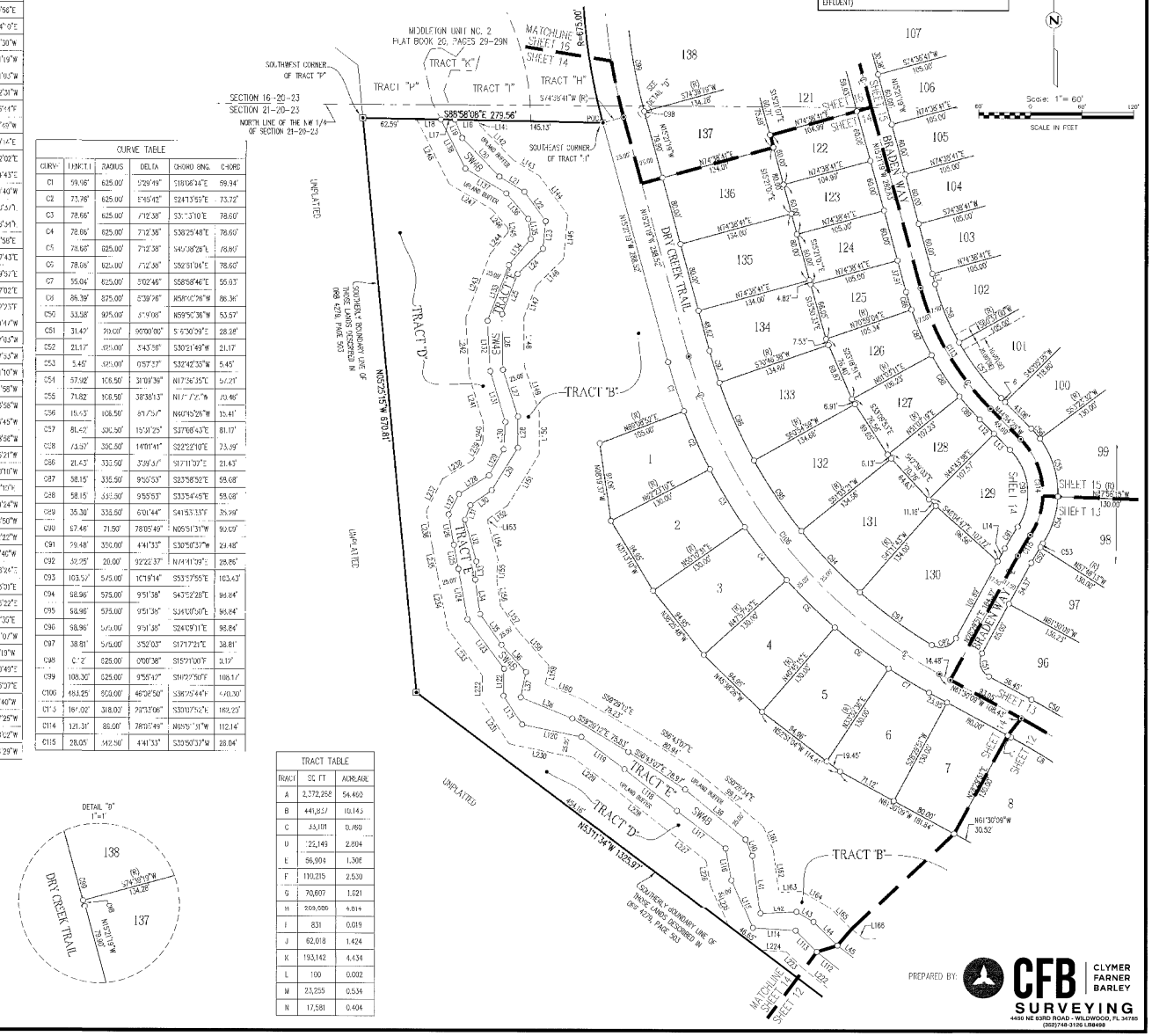
MIDDLETON UNIT NO. 3

SHEET 14 OF 16

PLAT BOOK 21
PAGE 6M

SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



DETAIL "D"
1"=1'

LINE TABLE		
LINE	LENGTH	BEARING
L1	1.48'	N61°30'09"W
L6	6.63'	N44°54'25"W
L7	12.26'	N15°21'19"W
L12	23.52'	S44°54'25"E
L13	26.11'	S44°54'25"E
L14	16.99'	S26°29'51"W
L16	27.03'	N38°36'08"W
L17	16.55'	N38°58'08"W
L18	28.26'	N38°58'08"W
L19	22.74'	S21°18'23"E
L20	62.37'	S44°13'39"E
L21	34.14'	S58°41'59"E
L22	47.22'	S35°55'39"E
L23	32.33'	S5°29'17"W
L24	41.24'	S45°07'01"W
L25	49.80'	S21°18'23"W
L26	65.17'	S1°00'56"E
L27	56.95'	S17°54'10"E
L28	46.20'	S3°01'30"W
L29	57.89'	S31°31'15"W
L30	30.76'	S55°01'03"W
L31	18.38'	S26°32'3"W
L32	50.45'	S15°15'44"E
L33	2.06'	S37°7'49"W
L34	40.23'	S8°09'14"E
L35	43.62'	S35°02'02"E
L36	42.42'	S41°54'43"E
L37	30.16'	S11°29'49"W
L38	64.92'	S67°40'37"E
L39	91.64'	S50°26'34"E
L40	20.82'	S22°48'34"E
L41	69.42'	S7°39'38"E
L42	47.20'	N87°7'43"E
L43	22.97'	S59°54'57"E
L44	39.35'	S45°39'02"E
L45	29.59'	S52°52'23"E
L112	39.54'	N5°39'43"W
L113	34.90'	N45°07'03"W
L114	49.30'	N86°57'53"W
L115	61.84'	N23°01'10"W
L116	37.67'	N10°41'58"W
L117	71.42'	N52°23'58"W
L118	77.93'	N5°43'43"W
L119	62.57'	N53°28'56"W
L120	70.46'	N76°15'21"W
L121	39.77'	N23°00'0"W
L122	31.69'	N25°11'0"E
L123	71.51'	N36°39'24"W
L124	59.35'	N10°8'56"W
L125	28.45'	N11°02'22"W
L126	36.09'	N9°36'40"W
L127	26.02'	N26°46'24"E
L128	41.31'	N58°13'01"E
L129	34.94'	N29°05'22"E
L130	31.38'	N33°36'35"E
L131	61.58'	N16°41'07"W
L132	58.94'	N31°7'19"W
L133	69.35'	N20°55'49"E
L134	39.47'	N5°55'0"E
L135	23.42'	N7°05'40"W
L136	39.13'	N40°27'25"W
L137	55.88'	N58°58'02"W
L138	63.88'	N26°46'29"W
L141	7.40'	S21°18'23"E
L142	54.13'	S44°13'39"E
L143	36.00'	S58°41'52"E

LINE TABLE		
LINE	LENGTH	BEARING
L144	56.71'	S35°55'39"E
L145	50.79'	S5°29'17"W
L146	44.98'	S45°07'01"W
L147	39.69'	S21°18'23"E
L148	56.53'	S1°00'56"E
L149	57.21'	S17°54'10"E
L150	47.19'	S3°01'30"W
L151	70.11'	S31°31'15"W
L152	27.90'	S55°01'03"W
L153	2.21'	S26°32'3"W
L154	46.47'	S15°15'44"E
L155	29.84'	S37°7'49"W
L156	31.73'	S8°09'14"E
L157	36.2'	S35°02'02"E
L158	53.50'	S41°54'43"E
L159	22.07'	S11°29'49"W
L160	46.05'	S67°40'37"E
L161	29.82'	S50°26'34"E
L162	45.08'	S7°39'38"E
L163	26.46'	N87°7'43"E
L164	33.42'	S59°39'57"E
L165	43.62'	S45°37'02"E
L166	15.17'	S52°52'23"E
L222	47.72'	N51°9'14"W
L223	26.19'	N45°07'03"W
L224	29.84'	N86°7'53"W
L225	36.22'	N23°01'10"W
L226	31.5'	N10°41'58"W
L227	52.04'	N52°23'58"W
L228	77.69'	N51°43'45"W
L229	56.69'	N53°28'56"W
L230	75.39'	N78°15'21"W
L231	57.82'	N33°00'10"W
L232	53.81'	N0°5'10"E
L233	88.85'	N35°39'24"W
L234	95.04'	N10°18'50"W
L235	28.62'	N11°02'22"W
L236	44.63'	N9°36'40"W
L237	41.75'	N26°46'24"E
L238	41.84'	N38°13'01"E
L239	22.79'	N29°05'22"E
L240	21.25'	N7°36'35"E
L241	60.04'	N16°41'0"W
L242	67.26'	N3°17'19"W
L243	78.99'	N20°55'49"E
L244	32.76'	N39°55'07"E
L245	5.06'	N7°05'40"W
L246	27.56'	N46°27'25"W
L247	39.02'	N58°58'02"W
L248	84.28'	N26°46'29"W

CURVE TABLE					
CURV	LENGTH	RADIUS	DELTA	CHORD BNG.	C-HORD
C1	99.16'	625.00'	9°29'49"	S16°06'34"E	99.04'
C2	73.76'	625.00'	6°45'42"	S24°13'55"E	73.72'
C3	78.66'	625.00'	7°12'38"	S31°3'10"E	78.60'
C4	78.66'	625.00'	7°12'38"	S38°25'48"E	78.60'
C5	78.66'	625.00'	7°12'38"	S45°38'28"E	78.60'
C6	78.66'	625.00'	7°12'38"	S52°51'04"E	78.60'
C7	55.04'	625.00'	5°02'46"	S56°58'46"E	55.03'
C8	86.39'	875.00'	5°39'26"	N58°6'26"W	86.36'
C50	53.58'	925.00'	3°19'06"	N59°5'36"W	53.57'
C51	31.42'	20.00'	90°00'00"	S 6°30'29"E	28.28'
C52	21.17'	925.00'	1°43'56"	S30°21'49"W	21.17'
C53	5.45'	925.00'	0°21'37"	S32°42'35"W	5.45'
C54	57.92'	106.50'	31°09'39"	N17°36'35"E	57.21'
C55	71.82'	106.50'	38°38'13"	N13°1'2"W	70.46'
C56	15.63'	106.50'	8°24'54"	N40°15'26"W	15.61'
C57	81.42'	300.50'	15°31'25"	S37°08'43"E	81.17'
C58	73.37'	300.50'	14°01'41"	S22°22'10"E	73.19'
C59	21.43'	333.50'	3°39'31"	S17°11'07"E	21.43'
C87	58.15'	335.50'	9°55'53"	S23°58'52"E	58.08'
C88	58.15'	335.50'	9°55'53"	S33°54'45"E	58.08'
C89	35.30'	336.50'	6°01'44"	S41°53'33"E	35.29'
C90	57.46'	71.50'	78°05'49"	N05°51'31"W	53.09'
C91	78.48'	350.00'	4°41'33"	S30°50'37"W	23.48'
C92	32.25'	20.00'	92°22'37"	N74°41'39"E	28.86'
C93	103.52'	575.00'	10°19'14"	S53°57'55"E	103.43'
C94	98.96'	575.00'	9°51'38"	S43°22'28"E	98.84'
C95	98.96'	575.00'	9°51'38"	S34°0'50"E	98.84'
C96	98.96'	575.00'	9°51'38"	S24°09'11"E	98.84'
C97	38.81'	575.00'	3°52'03"	S17°17'21"E	38.81'
C98	0.12'	625.00'	0°00'38"	S15°71'00"E	0.12'
C99	108.30'	625.00'	9°55'47"	S11°22'50"E	108.16'
C100	484.25'	600.00'	46°26'50"	S36°25'44"E	471.30'
C113	184.02'	318.00'	29°43'06"	S33°07'52"E	182.03'
C114	121.31'	86.00'	78°38'49"	N05°51'31"W	112.14'
C115	28.05'	342.50'	4°41'33"	S30°50'37"W	28.04'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	2,372,258	54.460
B	441,857	10.143
C	35,101	0.769
D	122,149	2.804
E	56,904	1.306
F	110,215	2.530
G	70,807	1.021
H	209,666	4.814
I	831	0.019
J	62,018	1.424
K	193,142	4.434
L	100	0.002
M	23,255	0.534
N	17,581	0.404

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB#698

MIDDLETON UNIT NO. 3

SHEET 15 OF 16

PLAT BOOK 21
PAGE 6 N

SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

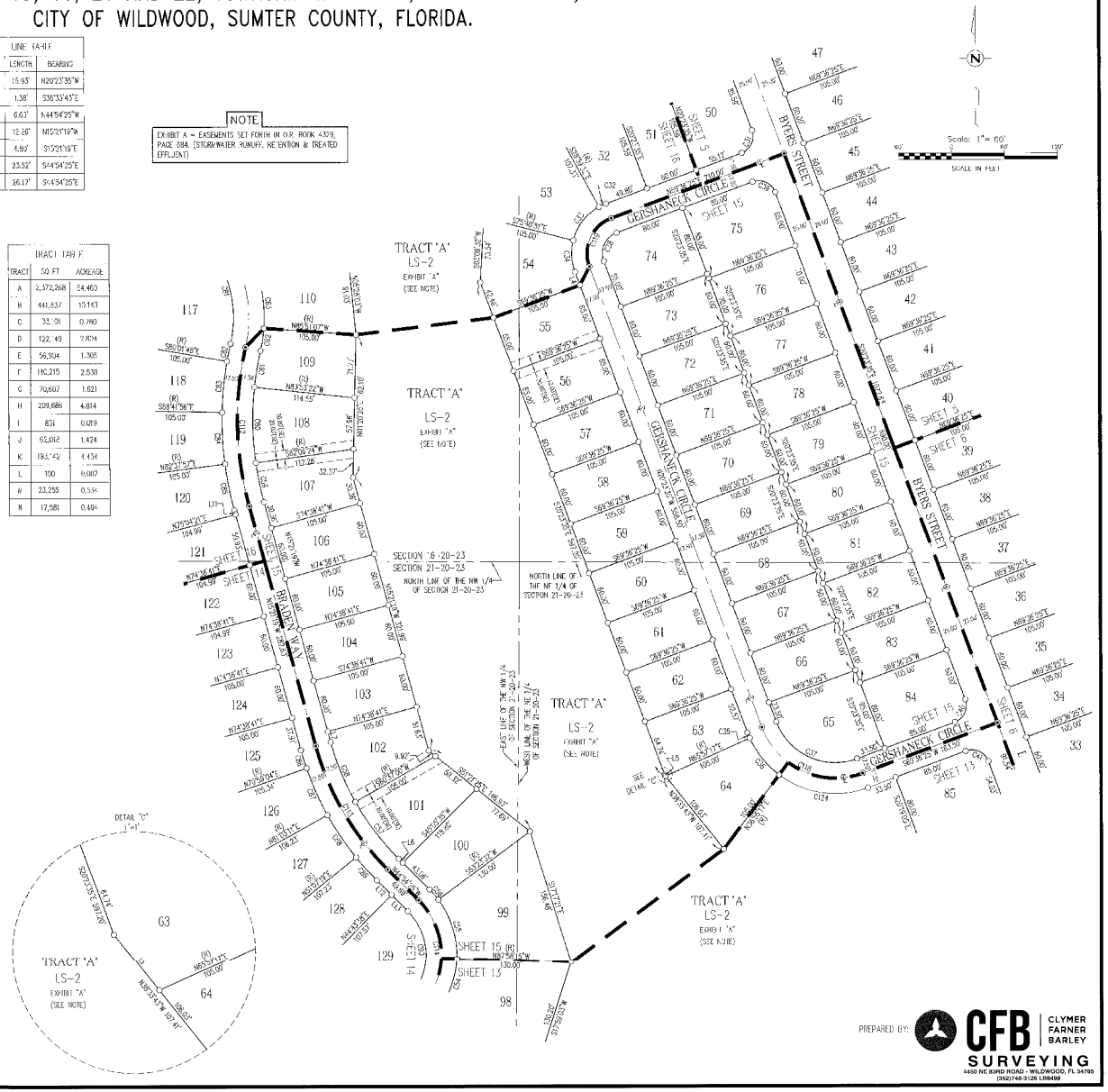
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C31	31.47'	20.00'	90°00'00"	N24°36'25"E	28.28'
C32	8.66'	60.00'	8°16'56"	S65°28'27"W	8.65'
C33	40.24'	60.00'	38°26'16"	S37°49'47"W	47.87'
C34	36.35'	60.00'	34°42'44"	S80°02'15"E	35.80'
C35	6.79'	106.50'	3°39'08"	S22°13'09"E	6.79'
C36	53.97'	106.50'	29°02'00"	S38°37'43"E	53.39'
C37	112.31'	71.50'	90°00'00"	S65°23'35"E	101.12'
C38	39.27'	25.00'	90°00'00"	S24°36'25"W	35.36'
C39	31.42'	20.00'	90°00'00"	N65°23'35"W	28.28'
C40	31.42'	20.00'	90°00'00"	N24°36'25"E	28.28'
C41	31.42'	20.00'	90°00'00"	N65°23'35"W	28.28'
C54	57.92'	106.50'	31°09'39"	N17°36'35"E	57.21'
C55	71.89'	106.50'	38°38'13"	N41°12'12"W	70.46'
C56	15.45'	106.50'	8°17'57"	N40°45'26"W	15.41'
C57	81.42'	300.50'	15°31'25"	S37°38'43"E	81.17'
C58	73.57'	300.50'	14°01'41"	S22°22'10"E	73.39'
C59	45.71'	351.00'	7°27'44"	S13°37'21"E	45.68'
C60	85.79'	351.00'	14°00'14"	S06°53'29"E	85.58'
C61	42.20'	351.00'	6°53'18"	S09°31'16"W	42.17'
C62	25.88'	167.50'	8°51'04"	N03°34'25"E	25.85'
C63	56.22'	167.50'	19°13'52"	N05°28'03"W	55.95'
C81	175.18'	132.50'	54°01'40"	N11°03'56"W	170.57'
C82	20.41'	386.00'	3°01'45"	S11°29'01"W	20.41'
C83	58.40'	386.00'	8°40'07"	S05°38'08"W	58.35'
C84	58.40'	386.00'	8°40'07"	S03°02'00"E	58.35'
C85	53.81'	385.00'	7°59'16"	S11°21'41"E	53.77'
C86	21.43'	335.50'	3°39'37"	S14°11'07"E	21.43'
C87	58.15'	335.50'	9°55'56"	S23°58'52"E	58.08'
C88	58.15'	335.50'	9°55'56"	S33°54'47"E	58.08'
C89	35.20'	335.50'	6°01'44"	S41°53'33"E	35.20'
C90	97.46'	71.50'	78°05'49"	N05°51'31"W	90.09'
C112	180.38'	368.50'	28°21'16"	S01°10'11"E	180.51'
C113	164.02'	319.00'	29°33'02"	S30°07'52"E	162.20'
C114	121.21'	89.00'	78°05'49"	N05°51'31"W	112.11'
C115	139.80'	89.00'	90°00'00"	S65°23'35"E	125.87'
C119	66.76'	42.50'	90°00'00"	S24°36'25"W	60.13'
C124	108.53'	106.50'	57°18'52"	S81°44'09"E	102.15'

LINE TABLE		
LINE	LENGTH	BEARING
L4	15.93'	N20°23'35"W
L5	1.38'	S36°33'43"E
L6	6.63'	N44°54'25"W
L7	12.26'	N15°21'19"W
L11	4.89'	S15°21'19"E
L12	23.52'	S44°54'25"E
L13	26.17'	S44°54'25"E

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	2,572,268	54.460
B	441,237	10.143
C	33,101	0.760
D	122,149	2.804
E	56,904	1.308
F	110,215	2.530
G	70,607	1.621
H	209,686	4.814
I	831	0.019
J	62,012	1.424
K	193,142	4.434
L	100	0.002
M	23,255	0.534
N	17,581	0.404

NOTE

EXHIBIT A – EASEMENTS SET FORTH IN O.R. BOOK 4379, PAGE 884. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



LEGEND

■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #6498 & LB #4709), UNLESS OTHERWISE NOTED.
●	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #6498 & LB #4709)
◉	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5)
C#	INDICATES CURVE NUMBER IN CURVE TABLE
L#	INDICATES LINE NUMBER IN LINE TABLE
R	INDICATES RADIUS
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(M)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCE PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PAI	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT OF WAY

PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352)748-3126 LB6498

MIDDLETON UNIT NO. 3

SECTIONS 15, 16, 21 AND 22, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 16 OF 16

PLAT BOOK 21
PAGE 60

Scale: 1" = 60'
0' 60' 120'
SCALE IN FEET

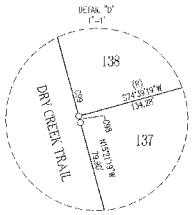
LINE TABLE		
LINE	LENGTH	BEARING
L4	15.93'	N20°23'35"W
L9	13.76'	N23°58'35"E
L10	40.15'	S61°34'46"W
L11	4.80'	S15°21'19"E
L15	2.39'	N23°58'35"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH BRG	CH DIST
C32	8.65'	60.00'	8°15'58"	S85°28'27"W	8.65'
C33	49.24'	60.00'	47°01'37"	S37°49'49"W	47.87'
C34	36.35'	60.00'	34°42'44"	S03°02'15"E	35.80'
C38	39.27'	25.00'	90°00'00"	S24°30'25"W	35.35'
C59	45.71'	551.00'	7°22'44"	S11°37'27"E	45.68'
C62	85.79'	331.00'	14°50'14"	S00°03'29"E	85.58'
C81	42.20'	361.00'	6°53'18"	S09°54'10"W	42.17'
C82	25.88'	167.50'	8°51'04"	N08°34'25"E	25.85'
C83	56.22'	167.50'	19°13'52"	N05°28'03"W	55.96'
C84	56.22'	167.50'	19°13'52"	N24°41'55"W	55.96'
C85	56.22'	167.50'	19°13'52"	N43°55'47"W	55.96'
C86	36.48'	167.50'	12°28'38"	N59°47'02"W	36.40'
C87	31.42'	20.00'	90°00'00"	S21°01'21"E	28.28'
C88	137.89'	875.50'	9°01'32"	N20°26'43"E	137.82'
C89	53.00'	875.50'	3°28'13"	N15°17'41"E	52.99'
C78	102.14'	625.00'	9°21'47"	S13°17'46"W	102.02'
C79	31.42'	20.00'	90°00'00"	S68°58'39"W	28.28'
C90	57.56'	132.50'	24°53'42"	N53°34'35"W	57.11'
C81	125.18'	132.50'	54°07'46"	N14°03'53"W	120.57'
C87	20.41'	386.00'	3°01'45"	S11°26'04"W	20.41'
C83	58.40'	386.00'	8°40'07"	S05°38'06"W	58.35'
C84	58.40'	386.00'	8°40'07"	S03°02'00"E	58.35'
C85	53.91'	386.00'	7°59'16"	S11°21'41"E	53.77'
C88	0.12'	675.00'	0°00'38"	S15°21'00"E	0.12'
C99	108.30'	625.00'	9°55'42"	S10°22'59"E	108.17'
C100	109.25'	625.00'	10°00'53"	S00°24'31"E	109.11'
C101	109.25'	625.00'	10°00'53"	S09°36'24"W	109.11'
C104	156.29'	850.00'	10°32'05"	N18°42'37"E	156.07'
C105	446.22'	650.00'	39°19'56"	S04°15'40"W	437.5'
C111	206.86'	153.00'	79°01'18"	N26°30'42"W	190.87'
C112	182.36'	368.50'	28°21'16"	S01°10'41"E	180.54'
C119	62.76'	42.50'	90°00'00"	S24°36'25"W	60.10'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	2,372,268	54.460
B	441,837	10.143
C	33,101	0.760
D	122,119	2.804
E	56,904	1.306
F	110,215	2.530
G	70,607	1.621
H	209,086	4.814
I	631	0.019
J	62,018	1.424
K	193,142	4.434
L	106	0.002
M	23,255	0.534
N	17,581	0.404

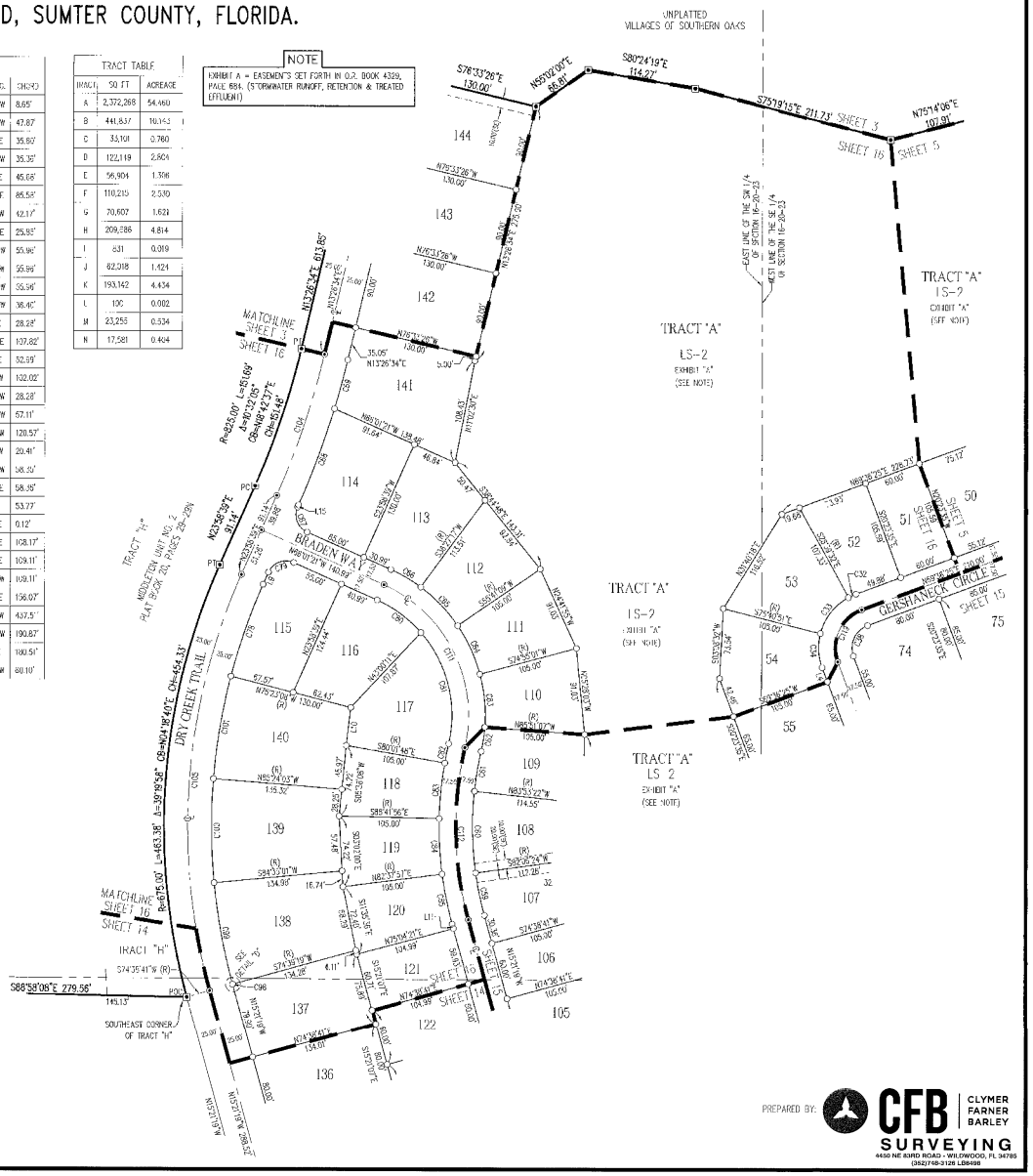
NOTE
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4339, PAGE 884. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

DETAIL "D"
1"=1'



LEGEND

- ■ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #3636 & LB #4766); UNLESS OTHERWISE NOTED.
- ▣ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET (LB #4168 & LB #1779)
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #4168 & LB #1779 TO BE SET WITHIN ONE YEAR OF THE UNIT THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(9) FLORIDA STATUTES. (SEE NOTE #5.)
- CR INDICATES CURVE NUMBER IN CURVE TABLE
- LB INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CD INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LE INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- (R) INDICATES RADIAL LINE
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- P.B. INDICATES PLAT BOOK
- PG. INDICATES PAGE
- PGS. INDICATES PAGES
- SQ. FT. INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY



PREPARED BY: CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB#698

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THIS SUBDIVISION ARE RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, OR BOOK 1591 PAGE 192

MIDDLETON UNIT NO. 3B

SHEET 1 OF 2

PLAT BOOK 21
PAGE 11

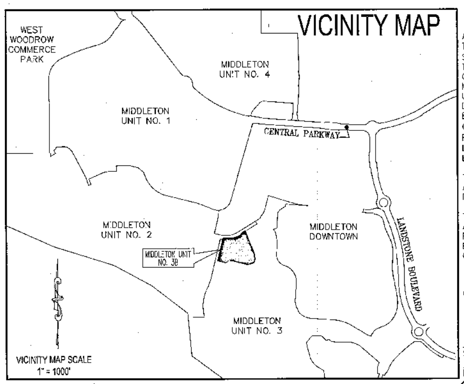
SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "E" PER THE PLAT OF MIDDLETON UNIT NO. 2, AS RECORDED IN PLAT BOOK 20, PAGES 29, 29A THROUGH 29N, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF ALDER AVENUE OF SAID PLAT; THENCE DEPARTING SAID TRACT "E" AND ALONG SAID NORTHERLY RIGHT OF WAY LINE WITH THE FOLLOWING THREE (3) COURSES: RUN S76°37'28"E, 116.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°59'05", AN ARC DISTANCE OF 294.43 FEET TO THE POINT OF TANGENCY; THENCE N58°23'27"E, 356.49 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN S31°36'33"E, 53.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID ALDER AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE RUN S58°23'27"W, 242.28 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN S20°44'24"E, 231.20 FEET; THENCE S24°22'40"E, 154.47 FEET; THENCE S09°20'10"E, 110.24 FEET; THENCE S16°03'11"W, 63.41 FEET; THENCE S75°14'06"W, 107.91 FEET; THENCE N75°12'15"W, 211.73 FEET; THENCE N80°24'19"W, 114.27 FEET; THENCE S55°02'00"W, 66.81 FEET; THENCE N76°33'26"W, 130.00 FEET; THENCE N13°26'34"E, 306.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 875.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°26'42", AN ARC DISTANCE OF 52.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID ALDER AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE WITH THE FOLLOWING TEN (10) COURSES: RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°19'03", AN ARC DISTANCE OF 28.73 FEET TO THE POINT OF TANGENCY; THENCE S87°40'59"E, 57.07 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 101.50 FEET AND A CHORD BEARING AND DISTANCE OF N89°47'04"E, 10.10 FEET TO WHICH A RADIAL LINE BEARS S02°38'14"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°42'19", AN ARC DISTANCE OF 10.11 FEET TO THE POINT OF TANGENCY; THENCE N86°55'54"E, 60.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 114.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°22'27", AN ARC DISTANCE OF 12.74 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 444.65 FEET AND A CHORD BEARING AND DISTANCE OF N72°51'33"E, 133.72 FEET TO WHICH A RADIAL LINE BEARS S08°29'34"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°17'46", AN ARC DISTANCE OF 134.23 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.49 FEET AND A CHORD BEARING AND DISTANCE OF N37°45'49"E, 46.11 FEET TO WHICH A RADIAL LINE BEARS S29°49'48"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°48'45", AN ARC DISTANCE OF 47.31 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N17°09'03"E, 1.25 FEET TO WHICH A RADIAL LINE BEARS N74°38'19"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°34'44", AN ARC DISTANCE OF 1.25 FEET; THENCE ALONG A NON-TANGENT LINE RUN N50°43'43"E, 35.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 84.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'44", AN ARC DISTANCE OF 11.23 FEET TO THE POINT OF TANGENCY; THENCE N58°23'27"E, 24.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.12 ACRES, MORE OR LESS.



13 LOTS – 0 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS ARE BASED ON A PORTION OF THE NORTHERLY RIGHT OF WAY LINE OF ALDER AVENUE PER THE PLAT OF MIDDLETON UNIT NO. 2 RECORDED IN PLAT BOOK 20, PAGES 29–29N, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AS BEING N58°23'27"E.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT (WHETHER BY THE PLAT OR OTHERWISE), TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC; (C) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY THE APPLICABLE UTILITY COMPANY SERVING THE SUBDIVISION, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC (TO THE EXTENT SUCH COSTS ARE NOT PAID DIRECTLY BY THE RECORD OWNER OF A FEE SIMPLE TITLE TO ANY HOMESITE); (D) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM, INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY OTHER UTILITY PROVIDERS, OR THE CITY OF WILDWOOD; AND (E) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY.

9.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

Ronald W. Herr
SIGNATURE
Ronald W. Herr
RONALD W. HERR, P.L.S.
WADE SURVEYING, INC.

01/19/24
DATE

4907
REGISTRATION NO.

RONALD WILLIAM HERR, LICENSE NUMBER LS 4907, STATE OF FLORIDA, Professional Surveyor and Mapper

PREPARED BY: CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

MIDDLETON UNIT NO. 3B
CONVEYANCE AND GRANT OF EASEMENTS TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC, (THE DEVELOPER) IN THE ROADWAYS SHOWN ON THIS PLAT OF MIDDLETON UNIT NO. 3B, IS HEREBY SOLD, CONVEYED AND SET OVER TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT); (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES; AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS PERPETUALLY, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL

Vicki C. Suber
SIGNATURE
Vicki C. Suber
PRINT NAME
Jennifer A. Peters
SIGNATURE
Jennifer A. Peters
PRINT NAME

THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: [signature]
MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 9th DAY OF Jan., 2024, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC – STATE OF FLORIDA
Vicki C. Suber
PRINT NAME:
COMMISSION NO.:
COMMISSION EXPIRES:

SEAL: VICKI C. SUBER, NOTARY PUBLIC, STATE OF FLORIDA, MY COMMISSION EXPIRES 9-22-2027

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO F.S. CHAPTER 177, AS CERTIFIED BY THE REVIEWING SURVEYOR SHOWN BELOW.

[signature]
MELANIE D. STRICKLAND
DEVELOPMENT SERVICES DIRECTOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS 22nd DAY OF January, 2024.

Jessica Barnes
JESSICA BARNES
CITY CLERK

Ed Wolf
ED WOLF
MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM OR HER AS TO FORM AND LEGALITY ON THIS 22nd DAY OF January, 2024.

Joshua E. Bills
PRINT NAME
CITY OF WILDWOOD, ATTORNEY

[signature]
SIGNATURE
CITY OF WILDWOOD, ATTORNEY

[signature]
DEVELOPMENT SERVICES DIRECTOR
MELANIE D. STRICKLAND

Jeremy Hockenbury
PUBLIC WORKS DIRECTOR
JEREMY HOCKENBURY

Mohammed Nural
PRINT NAME
CITY OF WILDWOOD, ENGINEER

[signature]
SIGNATURE
CITY OF WILDWOOD, ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED TO BE MADE THIS PLAT, MIDDLETON UNIT NO. 3B, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT), TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC.

WITNESSES:
(1) Vicki C. Suber
SIGNATURE
Vicki C. Suber
PRINT NAME
(2) Jennifer A. Peters
SIGNATURE
Jennifer A. Peters
PRINT NAME

THE VILLAGES DEVELOPMENT COMPANY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER
BY: [signature]
MARTIN L. DZURO, MANAGER

WITNESSES:
(1) Lisa Carnes
SIGNATURE
Lisa Carnes
PRINT NAME
(2) Rachel Smith
SIGNATURE
Rachel Smith
PRINT NAME

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A
BY: [signature]
JOSEPH RICCIARDI, JR., CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 9th DAY OF Jan., 2024, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

[signature]
NOTARY PUBLIC – STATE OF FLORIDA
Vicki C. Suber
PRINT NAME:
COMMISSION NO.:
COMMISSION EXPIRES:

SEAL: VICKI C. SUBER, NOTARY PUBLIC, MY COMMISSION EXPIRES 9-22-2027, STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 10th DAY OF January, 2024, BY JOSEPH RICCIARDI, JR., THE CHAIR OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

Lisa Carnes
NOTARY PUBLIC – STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO.: HH 055543
COMMISSION EXPIRES: 11-15-2024

SEAL: LISA CARNES, MY COMMISSION # HH 055543, EXPIRES: November 15, 2024, Bonded Thru Notary Public Underwriters

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF MIDDLETON UNIT NO. 3B, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE 4TH DAY OF JANUARY, 2024. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER BARLEY SURVEYING, LLC
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785
LICENSED BUSINESS NO. 8498

[signature]
KAYE M. JAMESON
REGISTRATION NO. 5912

1/9/24
DATE

SEAL: KAYE M. JAMESON, LICENSE NUMBER No. 5912, STATE OF FLORIDA, PROFESSIONAL SURVEYOR & MAPPER

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON January 30, 2024, AT 2:45pm FILE NUMBER 2024600 3673
PLAT BOOK 21 PAGE 11-11A

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA

Mellissa K Worrell
PRINT NAME
DEPUTY CLERK

[signature]
SIGNATURE
DEPUTY CLERK

SEAL: CIRCUIT COURT CLERK, SUMTER COUNTY, FLORIDA

MIDDLETON UNIT NO. 3B

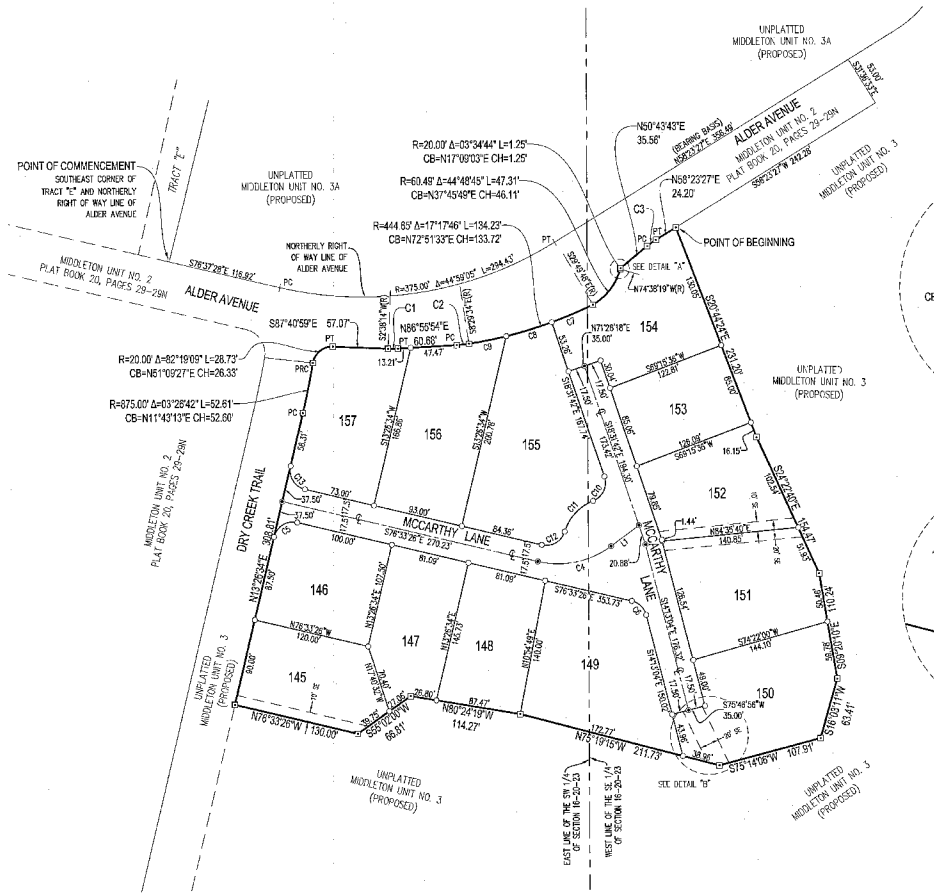
SHEET 2 OF 2

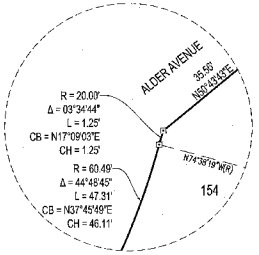
PLAT BOOK 21
PAGE 11A

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

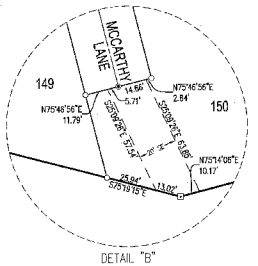
CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	101.50'	5°40'19"	10.11'	N89°47'04"E	10.10'
C2	114.50'	6°22'27"	12.74'	N83°44'41"E	12.73'
C3	84.00'	7°39'44"	11.23'	N54°33'35"E	11.23'
C4	91.54'	49°50'15"	79.62'	N78°31'27"E	77.14'
C5	20.00'	90°00'00"	31.42'	S36°26'34"W	28.28'
C6	20.00'	62°20'22"	21.76'	N45°23'15"W	20.70'
C7	444.65'	5°57'03"	46.18'	N87°11'12"E	46.16'
C8	444.65'	6°19'10"	49.04'	N73°19'19"E	49.02'
C9	444.65'	5°01'33"	39.00'	N78°36'40"E	38.99'
C10	20.00'	87°11'24"	30.44'	N25°04'00"E	27.58'
C11	50.00'	51°07'22"	44.61'	S43°06'01"W	43.15'
C12	20.00'	85°54'14"	29.99'	N60°29'27"E	27.26'
C13	20.00'	90°00'00"	31.42'	S31°33'26"E	28.28'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	S53°36'19"W	35.79'





DETAIL "A"
(SCALE 1"=5')



DETAIL "B"
(SCALE 1"=30')

LEGEND

■	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #3493 & LB #4709
◉	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.), LB #3493 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE PLAT; THIS PLAT IS RECORDED
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES. (SEE NOTE #5.)
C#	INDICATES CURVE NUMBER IN CURVE TABLE
L#	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
POC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
(R)	INDICATES RADIAL LINE
DRA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

FB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4493 NE 63RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB#498

OVERHANGS, OVERTONES, RESTRICTIONS AND EASEMENTS FOR THIS SUBDIVISION ARE RECORDED IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA OR BOOK 237, PAGE 1, ET SEQ.

MIDDLETON UNIT NO. 4

SHEET 1 OF 10

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

PLAT BOOK 21
PAGE 7

LEGAL DESCRIPTION

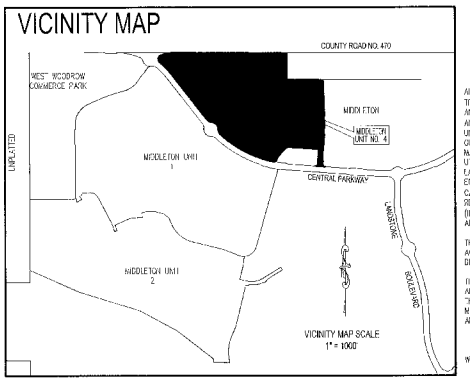
A PARCEL OF LAND LYING WITHIN THE NORTH 1/2 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°47'31"E, 198.15 FEET; THENCE DEPARTING SAID NORTH LINE RUN S0°01'29"W, 50.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 18580-2601; SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF MIDDLETON UNIT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGES 28, 28A THROUGH 28N, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING THREE (3) COURSES BEING ALONG SAID SOUTH RIGHT OF WAY LINE: RUN ALONG SAID NORTHERLY BOUNDARY LINE OF SAID PLAT S89°47'31"E, 958.88 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID PLAT CONTINUE S89°47'31"E, 1,570.82 FEET; THENCE S89°52'09"E, 375.37 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3991, PAGE 784, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING TWO (2) COURSES BEING ALONG THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID LANDS: RUN S00°00'00"E, 487.00 FEET; THENCE S89°52'58"E, 623.12 FEET; THENCE DEPARTING SAID LANDS RUN S01°56'51"E, 824.36 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S23°42'47"W, 17.32 FEET TO WHICH A RADIAL LINE BEARS N40°37'47"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°56'01", AN ARC DISTANCE OF 17.91 FEET TO THE POINT OF TANGENCY; THENCE S02°26'01"E, 69.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°12'03", AN ARC DISTANCE OF 17.87 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 775.00 FEET AND A CHORD BEARING AND DISTANCE OF S0°22'53"W, 75.99 FEET TO WHICH A RADIAL LINE BEARS N88°34'05"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°37'14", AN ARC DISTANCE OF 76.02 FEET TO THE POINT OF TANGENCY; THENCE S02°11'32"W, 116.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°05'58", AN ARC DISTANCE OF 9.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 230.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°57'58", AN ARC DISTANCE OF 54.73 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1,506.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°28'02", AN ARC DISTANCE OF 70.47 FEET TO THE POINT OF TANGENCY; THENCE S01°41'32"W, 168.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°57'31", AN ARC DISTANCE OF 23.81 FEET TO THE POINT OF TANGENCY; THENCE S06°39'03"W, 56.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 215.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°37'31", AN ARC DISTANCE OF 18.81 FEET TO THE POINT OF TANGENCY; THENCE S01°41'32"W, 122.00 FEET; THENCE S85°48'28"E, 14.50 FEET; THENCE S01°41'32"W, 51.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 42.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 65.97 FEET TO THE POINT OF CUSP; SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF CENTRAL PARKWAY PER AFORESAID PLAT OF MIDDLETON UNIT NO. 1; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE RUN N88°48'32"W, 113.00 FEET TO A POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 42.00 FEET AND A CHORD BEARING AND DISTANCE OF N49°11'37"E, 59.40 FEET TO WHICH A RADIAL LINE BEARS S04°11'37"W; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 65.97 FEET TO THE POINT OF TANGENCY; THENCE N04°11'37"E, 51.31 FEET; THENCE N01°22'22"E, 196.39 FEET; THENCE N85°48'28"W, 497.89 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 105.00 FEET AND A CHORD BEARING AND DISTANCE OF S88°35'32"W, 92.19 FEET TO WHICH A RADIAL LINE BEARS N49°38'54"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°04'44", AN ARC DISTANCE OF 95.44 FEET TO THE POINT OF TANGENCY; THENCE S64°07'41"W, 164.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 108.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°23'36", AN ARC DISTANCE OF 59.72 FEET TO THE POINT OF TANGENCY; THENCE S32°43'52"W, 21.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°36'14", AN ARC DISTANCE OF 31.62 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,025.00 FEET; SAID POINT ALSO BEING ON AFORESAID NON-EXCLUSIVE RIGHT OF WAY LINE OF CENTRAL PARKWAY; THE FOLLOWING NINE (9) COURSES BEING ALONG SAID NORTHERLY RIGHT OF WAY LINE: RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'40", AN ARC DISTANCE OF 2.53 FEET; THENCE ALONG A NON TANGENT LINE RUN S56°39'01"W, 16.59 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,946.00 FEET AND A CHORD BEARING AND DISTANCE OF N82°47'20"W, 104.88 FEET TO WHICH A RADIAL LINE BEARS S11°40'18"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°17'44", AN ARC DISTANCE OF 1,055.57 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50°01'47", AN ARC DISTANCE OF 85.05 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°17'09", AN ARC DISTANCE OF 197.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°29'40", AN ARC DISTANCE OF 86.11 FEET TO THE POINT OF TANGENCY; THENCE N37°54'07"W, 1,001.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,196.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°58'46", AN ARC DISTANCE OF 270.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 70.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 115°27'40", AN ARC DISTANCE OF 141.06 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 500.00 FEET; SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 PER AFORESAID PLAT; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°37'46", AN ARC DISTANCE OF 223.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 80.46 ACRES, MORE OR LESS.

PREPARED BY:
CFB SURVEYING
CLYMER FARNER BARLEY
4450 NE 83RD ROAD - WILLDWOOD, FL 34785
(352) 748-3126 LB8498

VICINITY MAP



274 LOTS - 20 TRACTS

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTES:

1.) BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST AS BEING S89°47'31"E.

2.) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3.) ALL DISTANCES SHOWN ARE IN FEET.

4.) WITH REFERENCE TO CURVILINEAR LOTS, RADIAL LINES HAVE BEEN DESIGNATED BY (R). ALL OTHER LINES ARE NON-RADIAL.

5.) LOT CORNERS WILL BE SET PRIOR TO THE TRANSFER OF ANY LOT OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY.

6.) PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT WAS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR SURETY.

7.) ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

8.) TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", AND "N" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER.

9.) TRACTS "L", "K", "L", "M", "O", "P" AND "Q" ARE FOR ANY PURPOSE PERMITTED BY APPLICABLE LAW AND APPROVED IN WRITING BY DEVELOPER. NO INGRESS OR EGRESS IS PERMITTED WITHOUT THE DEVELOPER'S CONSENT.

10.) TRACT "I" IS RESERVED BY THE DEVELOPER.

11.) THE DISTRICT FINDS IT IN THE PUBLIC INTEREST, AND HEREBY AGREES TO PROVIDE THE FOLLOWING SERVICES: (A) MAINTENANCE AND REPAIR OF TRACTS CONVEYED TO THE DISTRICT (WHETHER BY THE PLAT OR OTHERWISE), TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON; (B) MAINTENANCE AND REPAIR OF AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC (C) PAY FOR THE COST OF WATER AND SEWER PROVIDED BY THE APPLICABLE UTILITY COMPANY SERVING THE SUBDIVISION, TOGETHER WITH THE COST OF GARBAGE, ELECTRICAL, LIGHTING, TELEPHONE, GAS AND OTHER NECESSARY UTILITY SERVICE FOR AREAS OWNED BY THE DISTRICT OR DEDICATED TO THE USE AND ENJOYMENT OF THE RESIDENTS OF THE DISTRICT, THE SUBDIVISION, OR THE PUBLIC (TO THE EXTENT SUCH COSTS ARE NOT PAID DIRECTLY BY THE RECORD OWNER OR A LOT SINGLE TITLE TO ANY HOMESITE); (D) MAINTENANCE AND REPAIR OF THE STORM WATER RUNOFF DRAINAGE SYSTEM, INCLUDING DRAINAGE EASEMENTS AND DRAIN PIPES NOT MAINTAINED BY OTHER UTILITY PROVIDERS, OR THE CITY OF WILDWOOD; (E) MAINTENANCE AND REPAIR OF THE LANDSCAPING AND IRRIGATION ON ISLANDS AND CUL-DE-SACS LOCATED WITHIN THE ROADWAYS, IF ANY; (F) MAINTENANCE AND REPAIR TO THE TOP AND EXTERIOR OF THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACTS C AND D OF THE SUBDIVISION; AND (G) MAINTENANCE AND REPAIR, INCLUDING STRUCTURAL REPAIR, TO THE WALLS AND/OR FENCES LOCATED ON OR ADJACENT TO TRACT P OF THE SUBDIVISION.

12.) THE TITLE OPINION FOR THIS PLAT HAS BEEN SUBMITTED BY SEPARATE DOCUMENT.

REVIEWING SURVEYOR'S CERTIFICATE

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HEREBY CERTIFY THAT I HAVE PERFORMED A REVIEW OF THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW AND CERTIFICATION DOES NOT INCLUDE FIELD VERIFICATION OF ANY POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

Ronald W. Herr — 12/05/23
SIGNATURE — DATE
RONALD W. HERR, P.L.S.
WADE SURVEYING, INC.
4907
REGISTRATION NO.

RONALD W. HERR LICENSE NUMBER LS 4907 STATE OF FLORIDA

MIDDLETON UNIT NO. 4
CONVEYANCE AND GRANT OF EASEMENTS TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

ALL RIGHT, TITLE AND INTEREST OF THE VILLAGES DEVELOPMENT COMPANY, LLC, (THE DEVELOPER) IN TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R" AND "S" AND THE ROADWAYS SHOWN ON THIS PLAT OF MIDDLETON UNIT NO. 4, IS HEREBY SOLD, CONVEYED AND SET OVER TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT) (1) RESERVING UNTO THE DEVELOPER AND ITS ASSIGNS, AND EACH OF THEIR SUCCESSORS, TENANTS, INVITEES, AND GUESTS PERPETUAL EASEMENTS FOR INGRESS AND EGRESS AND THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UNDERGROUND ELECTRIC, TELEPHONE, CABLE, GAS AND OTHER UTILITIES, IRRIGATION FACILITIES, POTABLE WATER, SANITARY SEWER AND STORM WATER FACILITIES, LANDSCAPED AREAS, FENCES, WALLS, ENTRY FACILITIES, INCLUDING ELECTRONIC CARD READING EQUIPMENT, GOLF CART AND PEDESTRIAN PATHS, SIGNAGE, ENJOYMENT IMPROVEMENTS AND GOLF CART AND PEDESTRIAN BRIDGES, AND (2) SUBJECT TO THE RESTRICTION THAT ALL ADDITIONS OF, REMOVAL OF, AND CHANGES TO IMPROVEMENTS LOCATED ON SUCH TRACTS AND ROADWAYS (INCLUDING, WITHOUT LIMITATION, ALL THOSE IMPROVEMENTS DESCRIBED ABOVE), MUST FIRST BE APPROVED IN ADVANCE BY THE DEVELOPER.

THE DEVELOPER ALSO GRANTS TO THE DISTRICT NON-EXCLUSIVE, PERPETUAL EASEMENTS OVER, ACROSS AND UPON ANY SPECIAL EASEMENTS SHOWN HEREON FOR THE PURPOSE OF MAINTAINING DRAINAGE FACILITIES LOCATED THEREON.

THE DISTRICT, BY EXECUTING THE DEDICATION CONTAINED ON THIS PLAT, ACCEPTS THIS CONVEYANCE AND AGREES TO MAINTAIN THE TRACTS LISTED ABOVE, INCLUDING ALL IMPROVEMENTS CONSTRUCTED THEREON AND DRAINAGE FACILITIES LOCATED WITHIN ANY SPECIAL EASEMENTS DESCRIBED ABOVE, AND MAINTAIN THE ROADWAYS AND DRAINAGE FEATURES LYING WITHIN SUCH ROADWAYS FOR TWO YEARS AFTER THE CITY ENGINEER HAS CERTIFIED THE CONSTRUCTION HAS BEEN COMPLETED.

WITNESSES AS TO ALL
SIGNATURE — Vicki G. Suber
PRINT NAME
Jennifer A. Peters
PRINT NAME

THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER
BY: MARTIN L. DZURO, MANAGER

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 14th DAY OF March, 2023, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC — STATE OF FLORIDA
PRINT NAME: Vicki G. Suber
COMMISSION NO.:
COMMISSION EXPIRES:

VICKI G. SUBER — NOTARY PUBLIC — STATE OF FLORIDA — COMMISSION # GG 918859 — BY COMMISSION EXPIRES: AUGUST 6, 2024

CERTIFICATE OF APPROVAL BY CITY OFFICIALS

THIS CERTIFIES THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO F.S. CHAPTER 177, AS CERTIFIED BY THE REVIEWING SURVEYOR.

MELANIE D. STRICKLAND
DEVELOPMENT SERVICES DIRECTOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMISSION OF THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND WAS APPROVED BY THE COMMISSION FOR RECORD ON THIS 11TH DAY OF December 2023.

Jessica Barnes — JESSICA DARNES, CITY CLERK
Ed Wolf — ED WOLF, MAYOR

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE ATTORNEY FOR THE CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA, AND APPROVED BY HIM/HER AS TO FORM AND LEGALITY ON THIS 11TH DAY OF December 2023.

Joshua Eglin — PRINT NAME, CITY OF WILDWOOD, ATTORNEY
SIGNATURE, CITY OF WILDWOOD, ATTORNEY
DEVELOPMENT SERVICES DIRECTOR — MELANIE D. STRICKLAND
PUBLIC WORKS DIRECTOR — JEREMY HOCKENBURY
Mohammed Murad — PRINT NAME, CITY OF WILDWOOD, ENGINEER
SIGNATURE, CITY OF WILDWOOD, ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, THE VILLAGES DEVELOPMENT COMPANY, LLC (THE DEVELOPER) HAS CAUSED 30 ± MAKE THIS PLAT, MIDDLETON UNIT NO. 4, A SUBDIVISION OF LAND HEREIN DESCRIBED AND JOINS WITH MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A (THE DISTRICT) TO HEREBY DEDICATE THE ROADWAYS SHOWN HEREON TO THE CITY OF WILDWOOD AND THE PERPETUAL USE OF THE PUBLIC AND DESIGNATES TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R" AND "S" TO MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A.

WITNESSES:
(1) SIGNATURE — Vicki G. Suber — PRINT NAME
(2) SIGNATURE — Jennifer A. Peters — PRINT NAME

THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER
BY: MARTIN L. DZURO, MANAGER

WITNESSES:
(1) SIGNATURE — Tara A. Tolton — PRINT NAME
(2) SIGNATURE — Lisa Carnes — PRINT NAME

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A
BY: JOSEPH RICCIARDI, JR., CHAIR

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 14th DAY OF March, 2023, BY MARTIN L. DZURO, AS MANAGER OF AND ON BEHALF OF VDC MANAGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF THE VILLAGES DEVELOPMENT COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE PURPOSES EXPRESSED HEREIN, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC — STATE OF FLORIDA
PRINT NAME: Vicki G. Suber
COMMISSION NO.:
COMMISSION EXPIRES:

VICKI G. SUBER — MY COMMISSION # GG 918859 — EXPIRES: August 6, 2024

STATE OF FLORIDA
COUNTY OF SUMTER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 27th DAY OF November, 2023 BY JOSEPH RICCIARDI, JR., THE CHAIR OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

Lisa Carnes
NOTARY PUBLIC — STATE OF FLORIDA
PRINT NAME: Lisa Carnes
COMMISSION NO.: HH055393
COMMISSION EXPIRES: 11-15-2024

LISA CARNES — MY COMMISSION # HH 055393 — EXPIRES: November 15, 2024

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT OF MIDDLETON UNIT NO. 4, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; AND THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE PLACED ON THE 2ND DAY OF OCTOBER, 2023. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

CLYMER FARNER DARLEY SURVEYING, LLC
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785
LICENSED BUSINESS NO. 8498

KATHY R. CAMERON — REGISTRATION NO. 5912 — 11/14/23 DATE

KATHY W. CAMERON LICENSE NUMBER No. 5912 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON December 12, 2023 AT 3:46 PM FILE NUMBER 202360046505 PLAT BOOK 21 PAGE 1-10-1.

CLERK OF THE COURT IN AND FOR SUMTER COUNTY, FLORIDA
Melissa K. Worrell
PRINT NAME
SIGNATURE
DEPUTY CLERK
DEPUTY CLERK

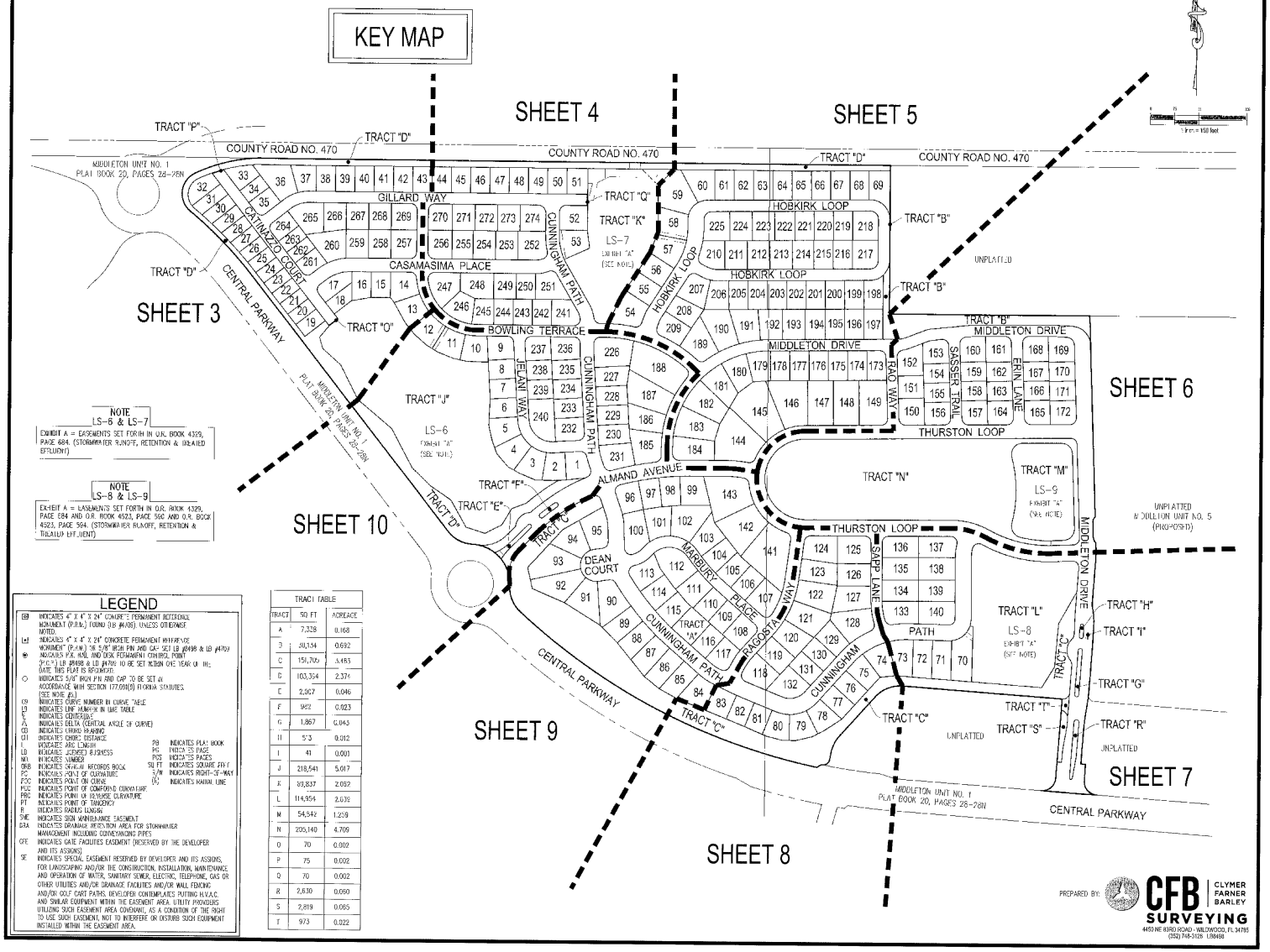
MELISSA K. WORRELL — CLERK OF THE CIRCUIT COURT — SEAL — SUMTER COUNTY, FLORIDA

MIDDLETON UNIT NO. 4

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 2 OF 10

PLAT BOOK 21
PAGE 7A



NOTE
LS-6 & LS-7

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

NOTE
LS-8 & LS-9

EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684 AND O.R. BOOK 4923, PAGE 590 AND O.R. BOOK 4923, PAGE 594. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

LEGEND

⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4705). UNLESS OTHERWISE NOTED.
⊡	INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) W/ 5/8" IRON PIN AND CAP SET LB #6498 & LB #4705
◉	INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 & LB #4705 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED
○	INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES. (SEE NOTE #6)
C9	INDICATES CURVE NUMBER IN CURVE TABLE
L9	INDICATES LINE NUMBER IN LINE TABLE
℄	INDICATES CENTERLINE
Δ	INDICATES DELTA (CENTRAL ANGLE OF CURVE)
CB	INDICATES CHORD BEARING
CH	INDICATES CHORD DISTANCE
L	INDICATES ARC LENGTH
LB	INDICATES LICENSED BUSINESS
NO.	INDICATES NUMBER
ORB	INDICATES OFFICIAL RECORDS BOOK
PC	INDICATES POINT OF CURVATURE
PCC	INDICATES POINT ON CURVE
PCC	INDICATES POINT OF COMPOUND CURVATURE
PRC	INDICATES POINT OF REVERSE CURVATURE
PT	INDICATES POINT OF TANGENCY
R	INDICATES RADIUS LENGTH
SME	INDICATES SIGN MAINTENANCE EASEMENT
SWA	INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
GFE	INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
SE	INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

PB	INDICATES PLAT BOOK
PG	INDICATES PAGE
PGS	INDICATES PAGES
SQ FT	INDICATES SQUARE FEET
R/W	INDICATES RIGHT-OF-WAY
(R)	INDICATES RADIAL LINE

TRACT TABLE

TRACT	SQ FT	ACREAGE
A	7,328	0.168
B	30,134	0.692
C	151,706	3.483
D	103,354	2.374
E	2,007	0.046
F	982	0.023
G	1,867	0.043
H	573	0.013
I	41	0.001
J	218,541	5.017
K	89,837	2.062
L	114,954	2.639
M	54,542	1.299
N	205,140	4.709
O	70	0.002
P	75	0.002
Q	70	0.002
R	2,630	0.060
S	2,819	0.065
T	973	0.022

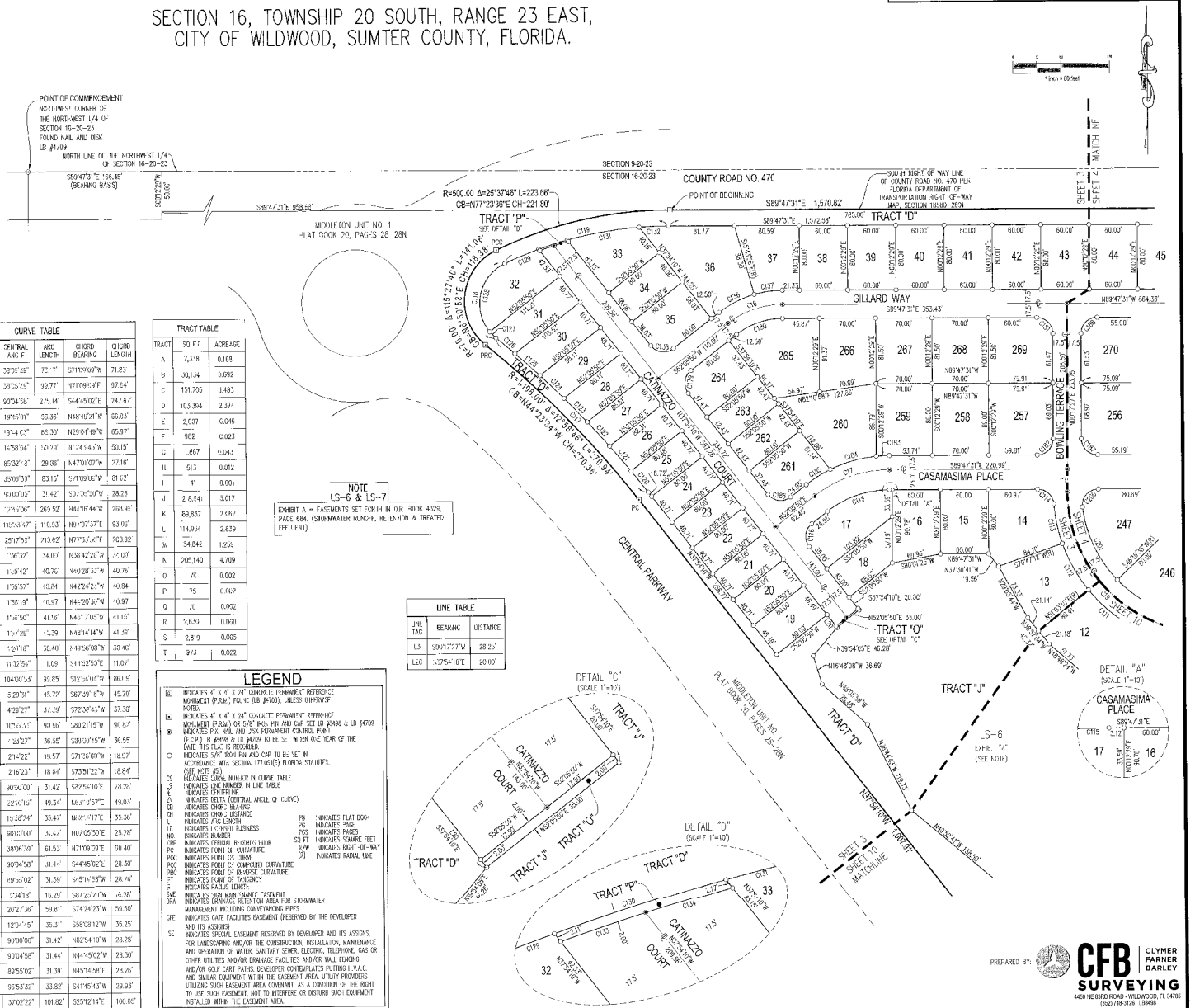
PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB6498

MIDDLETON UNIT NO. 4

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 3 OF 10

PLAT BOOK 21
PAGE 78



NOTE
LS-6 & LS-7
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4328, PAGE 684, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANG F	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C16	110.00'	38°05'45"	73.1'	S71°09'09"W	71.83'
C17	150.00'	38°05'29"	99.77'	S71°08'08"E	97.94'
C19	175.00'	90°04'58"	275.14'	S44°45'02"E	247.67'
C111	192.50'	19°45'01"	66.36'	N48°19'21"W	66.03'
C112	192.50'	19°54'05"	66.82'	N29°01'19"W	65.97'
C113	192.50'	14°58'04"	50.28'	N11°43'45"W	50.15'
C114	23.00'	85°32'43"	29.86'	N47°01'07"W	27.16'
C115	125.00'	35°06'33"	83.15'	S71°09'05"W	81.62'
C116	20.00'	90°00'00"	31.42'	S01°05'50"W	28.28'
C117	1211.00'	12°45'06"	269.52'	N44°16'44"W	268.98'
C118	55.00'	110°53'47"	110.53'	N69°07'37"E	93.06'
C119	411.96'	25°17'53"	713.62'	N77°35'50"E	703.92
C120	1211.00'	1°36'32"	34.03'	N38°42'26"W	34.03'
C121	1211.00'	1°53'42"	40.76'	N40°28'33"W	40.76'
C122	1211.00'	1°55'57"	40.84'	N42°24'21"W	40.84'
C123	1211.00'	1°50'19"	40.97'	N44°20'30"W	40.97'
C124	1211.00'	1°56'50"	41.16'	N46°17'05"W	41.15'
C125	1211.00'	1°55'28"	40.39'	N48°14'14"W	40.45'
C126	1211.00'	1°28'18"	30.40'	N49°56'08"W	30.40'
C127	55.00'	11°32'54"	11.09'	S44°32'53"E	11.07'
C128	55.00'	104°09'35"	99.85'	S12°50'04"W	86.65'
C129	411.00'	5°29'31"	45.77'	S67°39'16"W	45.70'
C130	411.00'	4°29'27"	31.59'	S72°38'45"W	31.58'
C131	477.00'	10°55'32"	90.96'	S80°21'15"W	90.83'
C132	477.00'	4°23'27"	36.55'	S85°30'45"W	36.55'
C133	477.00'	2°14'22"	18.57'	S71°36'00"W	18.57'
C134	475.00'	2°16'23"	18.84'	S73°51'22"W	18.84'
C135	20.00'	90°05'00"	31.45'	S32°54'10"E	28.31'
C136	127.50'	22°01'19"	49.01'	N69°19'57"E	49.03'
C137	127.50'	15°38'24"	35.43'	N82°47'17"E	35.36'
C179	50.00'	90°03'00"	31.42'	N01°05'50"E	28.28'
C180	92.50'	38°06'39"	61.53'	N71°09'09"E	60.40'
C181	20.00'	90°04'58"	31.44'	S44°45'02"E	28.30'
C182	20.00'	89°56'02"	31.39'	S45°14'58"W	28.26'
C183	167.50'	5°34'18"	16.29'	S87°32'29"W	16.28'
C184	167.50'	20°27'36"	59.81'	S74°24'23"W	59.50'
C185	167.50'	12°04'45"	35.31'	S58°08'12"W	35.25'
C186	20.00'	90°00'00"	31.42'	N82°54'10"W	28.28'
C187	20.00'	90°04'58"	31.44'	N44°45'02"W	28.30'
C188	20.00'	89°53'02"	31.39'	N45°14'58"E	28.26'
C200	20.00'	96°53'32"	33.82'	S41°45'43"W	29.93'
C201	157.50'	37°02'22"	101.82'	S25°12'14"E	100.05'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	7,318	0.168
B	30,154	0.692
C	151,705	3.483
D	103,364	2.374
E	2,037	0.046
F	982	0.023
G	1,867	0.043
H	513	0.012
I	41	0.001
J	218,541	5.017
K	89,837	2.062
L	114,994	2.639
M	54,842	1.259
N	205,140	4.709
O	70	0.002
P	75	0.002
Q	70	0.002
R	2,639	0.060
S	2,819	0.065
T	973	0.022

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L3	S00°17'27"W	28.25'
L20	S37°54'10"E	20.00'

LEGEND

- (B) INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (LB #4709), UNLESS OTHERWISE NOTED.
- ⊡ INDICATES 4" X 4" X 24" GALVANIZED PERMANENT REFERENCE MONUMENT (P.R.M.) SET 5/8" IRON PIN AND CAP SET LB #6498 & LB #4709
- ◉ INDICATES P.I. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES. (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L3 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- PCC INDICATES POINT OF CURVE
- POC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- SME INDICATES SIGN MAINTENANCE EASEMENT
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY
- (R) INDICATES RADIAL LINE

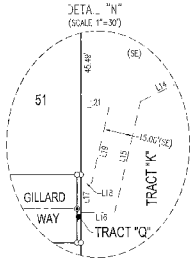
PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB#6618

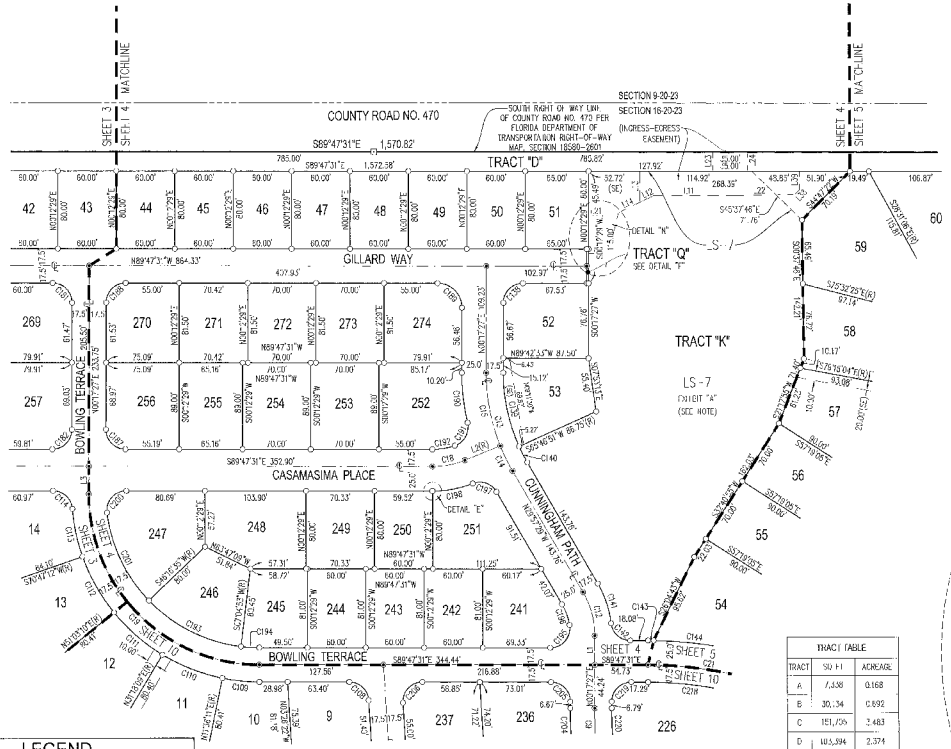
MIDDLETON UNIT NO. 4

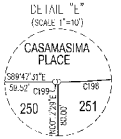
SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

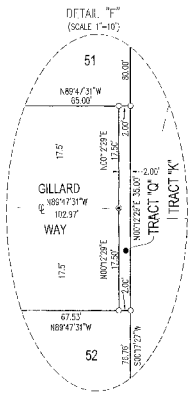
SHEET 4 OF 10

PLAT BOOK 21
PAGE 70









CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C16	330.00'	5°41'04"	32.55'	N02°34'28"W	32.55'
C17	80.00'	33°14'36"	46.99'	N14°50'01"E	46.42'
C13	260.00'	20°47'56"	105.28'	N10°53'01"E	104.67'
C14	260.00'	8°11'35"	25.69'	S25°59'41"E	25.67'
C15	200.00'	22°03'26"	76.96'	S10°14'43"E	76.51'
C18	80.00'	2°36'23"	3.65'	N19°13'18"E	33.92'
C19	175.00'	90°04'52"	275.14'	S44°45'02"E	247.67'
C2	400.00'	17°37'05"	123.03'	N80°58'59"E	122.54'
C108	20.00'	86°21'09"	30.14'	N46°36'56"E	27.37'
C109	192.50'	11°25'42"	38.39'	N81°03'40"E	38.32'
C110	330.50'	15°41'58"	56.19'	N68°22'50"E	56.06'
C111	192.50'	19°45'01"	66.30'	N68°49'21"E	66.00'
C112	192.50'	19°44'03"	66.30'	N69°04'49"E	65.97'
C113	192.50'	14°58'36"	50.29'	N77°43'45"E	50.15'
C114	20.00'	85°50'48"	29.96'	N47°05'07"E	27.16'
C138	20.00'	89°55'32"	31.35'	S45°14'58"E	28.26'
C139	182.50'	24°50'36"	78.07'	S11°57'51"E	77.48'
C140	182.50'	5°44'20"	18.29'	S27°05'01"E	18.27'
C141	66.50'	23°20'21"	27.09'	N30°17'16"E	43.09'
C142	200.00'	83°10'29"	29.03'	S48°12'17"E	96.55'
C143	425.00'	01°17'07"	5.85'	S38°23'51"E	9.85'
C144	425.00'	11°10'54"	82.95'	S38°24'42"E	82.82'
C181	20.00'	90°54'58"	31.44'	S44°45'02"E	28.30'
C182	20.00'	89°55'02"	31.39'	S45°14'58"W	28.26'
C187	20.00'	90°04'58"	31.44'	N44°45'02"W	28.30'
C188	20.00'	89°55'02"	31.39'	N45°14'58"E	28.26'
C129	25.00'	90°00'58"	39.3'	S44°45'02"E	35.36'
C198	225.00'	15°15'41"	59.93'	S06°19'32"E	59.75'
C191	20.00'	84°27'54"	29.47'	S29°14'23"W	26.86'
C192	71.50'	31°30'05"	23.14'	S80°48'56"W	23.04'
C193	157.50'	39°11'42"	107.74'	S63°19'10"E	105.65'
C194	157.50'	6°52'24"	18.89'	S58°21'12"E	18.88'
C195	25.00'	99°51'3"	34.98'	N49°18'43"E	30.8'
C196	64.00'	20°18'27"	22.68'	N19°47'16"W	22.57'
C197	20.00'	5°01'56"	28.29'	N70°28'29"W	25.99'
C199	114.00'	20°57'29"	41.70'	S79°29'21"W	41.47'
C199	114.00'	0°14'23"	0.48'	N89°54'43"W	0.48'
C200	20.03'	96°53'32"	33.82'	S41°45'43"W	29.93'
C251	197.50'	37°07'27"	101.82'	S25°21'21"E	100.03'
C204	525.00'	3°43'48"	34.18'	N01°34'28"W	34.17'
C205	20.00'	90°04'58"	31.44'	N44°45'02"W	28.30'
C206	20.00'	93°38'51"	32.69'	S43°23'04"W	29.17'
C218	382.50'	13°08'46"	87.76'	N83°13'08"W	87.57'
C219	20.00'	89°55'02"	31.39'	S45°14'58"W	28.26'
C220	482.50'	3°43'48"	31.41'	S01°34'28"E	31.41'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	7,438	0.168
B	30,134	0.692
C	151,755	3.483
D	103,594	2.374
E	2,007	0.046
F	582	0.023
G	1,867	0.043
H	513	0.012
I	41	0.001
J	218,541	5.017
K	89,837	2.062
L	114,954	2.639
M	54,842	1.259
N	205,140	4.709
O	70	0.002
P	75	0.002
Q	70	0.002
R	2,630	0.060
S	2,815	0.065
T	973	0.023

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L	N02°17'12"E	29.84'
L2	N68°14'36"E	39.24'
L3	S26°17'12"W	28.25'
L11	S89°42'43"E	24.11'
L12	N04°21'05"E	15.09'
L13	S90°00'00"E	21.26'
L14	N64°21'05"E	24.67'
L15	S42°21'36"W	58.16'
L16	S89°31'24"W	17.40'
L17	N00°12'29"E	15.00'
L18	S89°31'24"W	5.48'
L19	S14°21'36"W	39.88'
L21	S89°47'31"E	22.86'
L22	N88°46'01"E	60.67'
L23	N00°10'40"E	20.00'
L24	N00°10'40"E	20.00'
L38	N44°28'01"E	6.17'
L39	N00°10'01"E	19.10'

LEGEND

- ⊠ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) STAMPED "LB #4709", UNLESS OTHERWISE NOTED.
- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LB #6988 & LB #4709
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6988 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP "LB DC SET IN ACCORDANCE WITH SECTION 177.091(8) FLORIDA STATUTES. (SEE NOTE #5.)
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L9 INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTERLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- POC INDICATES POINT OF COMMENCE
- POB INDICATES POINT OF BEGINNING
- PC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS (LENGTH)
- SME INDICATES SIGN MAINTENANCE EASEMENT
- DEA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCE PIPES
- DFE INDICATES DATE FACILITIES EASEMENT (ESTABLISHED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING IRRIGATION AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.

- P/B INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY
- (R) INDICATES RADIAL LINE

NOTE
LS-6 & LS-7

EXHIBIT A - EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

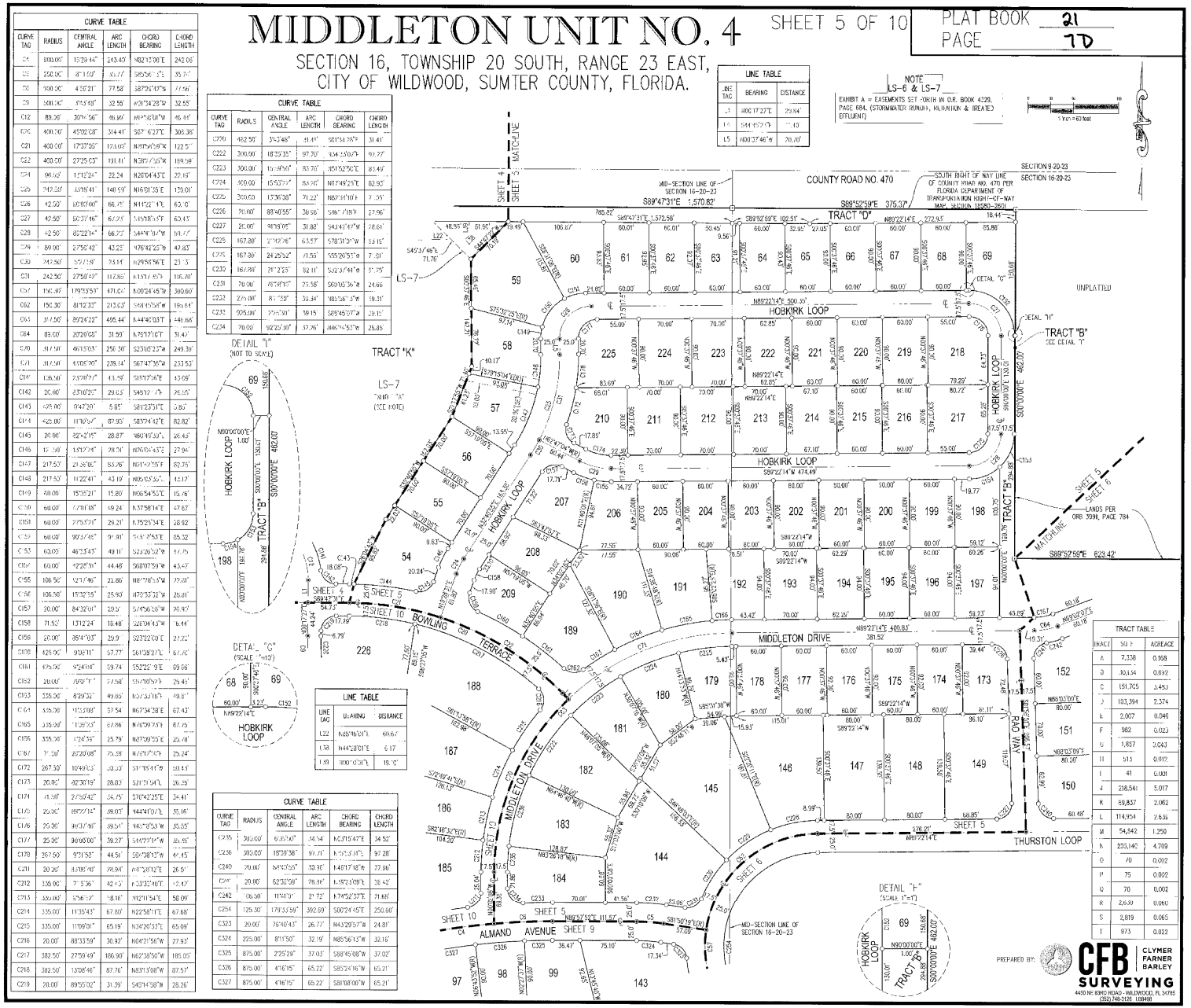
PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB#4849

MIDDLETON UNIT NO. 4

SHEET 5 OF 10

PLAT BOOK 21
PAGE 70

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.



NOTE
LS-6 & LS-7
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 684, (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	800.00'	19°39'44"	274.49'	N82°13'06"E	273.16'
C2	250.00'	8°11'59"	35.77'	S85°56'53"E	35.74'
C3	800.00'	4°36'21"	77.58'	S87°26'47"W	77.55'
C9	800.00'	2°45'49"	32.56'	N91°34'28"W	32.55'
C12	800.00'	30°14'56"	98.80'	N84°40'08"W	98.44'
C20	400.00'	45°02'08"	314.41'	S67°16'27"E	306.38'
C21	400.00'	17°37'05"	123.03'	N89°56'59"W	122.57'
C22	400.00'	27°25'03"	191.41'	N63°57'25"W	189.58'
C24	965.00'	1°12'24"	22.24'	N26°04'43"E	22.16'
C25	742.50'	3°16'41"	148.59'	N16°01'25"E	139.01'
C26	42.50'	90°00'00"	66.76'	N44°22'14"E	60.10'
C27	42.50'	86°37'46"	64.25'	S46°18'51"E	60.45'
C28	42.50'	82°22'14"	66.72'	S44°41'01"W	59.77'
C29	89.00'	27°56'42"	43.25'	N76°42'25"W	42.82'
C30	742.50'	5°27'19"	70.64'	N29°56'56"E	23.13'
C31	242.50'	27°59'49"	118.50'	N13°16'45"E	117.31'
C32	150.00'	179°53'53"	471.04'	N89°24'45"W	300.00'
C62	150.30'	81°12'33"	213.03'	S49°45'54"W	195.64'
C63	317.50'	89°24'22"	495.44'	N44°46'03"E	446.66'
C64	85.00'	20°20'05"	31.59'	N75°17'10"E	31.40'
C70	317.50'	46°05'03"	255.30'	S23°05'23"W	248.39'
C71	317.50'	43°05'20"	238.14'	S67°47'36"W	232.53'
C147	136.50'	2°57'07"	43.58'	S81°17'14"E	43.58'
C142	25.00'	83°10'25"	29.03'	S48°12'47"E	26.55'
C143	425.00'	0°47'20"	5.85'	S89°23'51"E	5.85'
C144	425.00'	11°10'57"	82.93'	S83°24'42"E	82.82'
C145	20.00'	82°42'15"	28.87'	N80°45'50"E	26.45'
C146	12.50'	153°12'48"	29.96'	N76°02'43"E	23.94'
C147	217.50'	21°36'05"	83.56'	N61°42'55"E	82.75'
C148	217.50'	11°22'41"	43.19'	N85°03'53"E	43.12'
C149	60.00'	15°35'21"	15.80'	N66°54'53"E	15.76'
C150	60.00'	47°11'18"	49.24'	N37°58'14"E	47.87'
C151	60.00'	27°55'51"	29.21'	N75°25'34"E	28.92'
C152	60.00'	90°00'00"	94.25'	S41°37'53"E	84.85'
C153	60.00'	46°33'43"	49.11'	S23°26'52"W	47.76'
C154	60.00'	42°28'39"	44.48'	S68°07'59"W	43.47'
C155	106.50'	12°17'46"	22.86'	N85°16'53"W	22.82'
C156	106.50'	15°32'55"	28.90'	N72°37'32"W	28.81'
C157	20.00'	84°32'01"	29.50'	S74°56'26"W	26.90'
C158	71.50'	13°12'24"	16.48'	S26°04'43"W	16.44'
C159	20.00'	85°41'03"	29.90'	S23°22'00"E	27.20'
C160	425.00'	9°08'11"	67.77'	S61°38'27"E	67.70'
C161	425.00'	9°24'04"	69.74'	S52°22'19"E	69.66'
C162	20.00'	79°07'17"	27.62'	S84°10'59"E	25.46'
C163	335.00'	8°29'32"	49.65'	N52°33'18"E	49.61'
C164	335.00'	11°35'08"	67.74'	N63°34'38"E	67.63'
C165	335.00'	11°35'23"	67.76'	N75°09'53"E	67.65'
C166	335.00'	6°24'55"	25.79'	N83°09'05"E	25.78'
C167	7.50'	207°28'08"	75.58'	N75°17'10"E	29.24'
C172	267.50'	10°49'05"	50.50'	S71°18'41"E	50.43'
C173	20.00'	82°30'19"	28.80'	S21°31'04"E	26.39'
C174	71.50'	27°59'42"	34.75'	S76°42'25"E	34.41'
C175	20.00'	88°22'14"	30.03'	N44°41'01"E	35.16'
C176	20.00'	90°37'46"	31.64'	N45°18'51"W	28.45'
C177	20.00'	90°00'00"	31.42'	S44°37'14"W	28.28'
C178	267.50'	9°31'53"	44.51'	S0°38'13"W	44.45'
C211	20.00'	8°08'40"	28.84'	N41°26'12"E	26.51'
C212	335.00'	7°15'36"	42.42'	N33°30'40"E	42.42'
C213	335.00'	5°46'37"	18.16'	N12°11'54"E	58.09'
C214	335.00'	11°35'43"	67.80'	N22°59'11"E	67.68'
C215	335.00'	11°09'01"	65.18'	N34°20'33"E	65.09'
C216	20.00'	88°33'59"	30.92'	N04°21'56"W	27.93'
C217	382.50'	27°59'49"	186.90'	N62°38'50"W	185.05'
C218	382.50'	13°08'46"	87.76'	N83°13'08"W	87.57'
C219	20.00'	89°55'02"	31.39'	S45°14'58"W	28.26'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C220	462.50'	3°47'48"	30.61'	S01°34'35"E	30.61'
C222	300.00'	18°35'35"	97.70'	N34°55'07"E	97.27'
C223	300.00'	15°08'56"	79.30'	N51°52'56"E	79.07'
C224	900.00'	15°53'27"	249.56'	N67°49'25"E	248.76'
C225	300.00'	17°36'08"	92.19'	N83°14'10"E	91.83'
C226	70.00'	88°40'55"	108.34'	S46°18'51"E	97.86'
C227	20.00'	91°19'05"	31.88'	S43°41'01"W	28.61'
C228	167.86'	21°02'26"	61.63'	S78°31'01"W	61.28'
C229	167.86'	24°25'52"	71.56'	S55°26'53"E	71.01'
C230	167.86'	21°12'23"	62.11'	S32°37'44"E	61.75'
C231	70.00'	45°38'10"	55.76'	S60°05'36"E	54.28'
C232	270.00'	8°15'50"	38.94'	N85°56'15"W	38.91'
C233	905.00'	2°25'30"	38.15'	S85°45'07"W	38.15'
C234	70.00'	92°23'50"	37.70'	N46°14'53"W	25.85'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	N00°17'27"E	29.84'
L4	S44°45'12"E	11.40'
L5	N00°37'46"W	20.00'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L22	N85°16'01"E	60.67'
L38	N44°28'01"E	6.17'
L39	N90°00'01"E	19.10'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C235	300.00'	6°35'10"	34.48'	N23°15'47"E	34.52'
C238	300.00'	18°39'38"	97.71'	N33°35'31"E	97.28'
C240	20.00'	84°47'55"	29.59'	N48°17'18"W	27.00'
C241	20.00'	62°36'59"	21.86'	N35°23'08"E	20.79'
C242	96.50'	11°41'31"	21.72'	N74°52'37"E	21.68'
C254	125.30'	179°53'59"	392.99'	S00°24'45"E	250.00'
C323	20.00'	76°40'43"	26.77'	N43°29'57"W	24.81'
C324	225.00'	8°11'50"	32.19'	N85°56'13"W	32.16'
C325	875.00'	2°25'29"	37.03'	S88°45'08"W	37.02'
C326	875.00'	4°16'15"	65.22'	S85°24'16"W	65.21'
C327	875.00'	4°16'15"	65.22'	S81°08'00"W	65.21'

TRACT TABLE		
TRACT	SQ. FT.	ACREAGE
A	7,338	0.168
D	40,454	0.892
C	151,705	3.483
J	103,394	2.374
E	2,907	0.046
F	982	0.023
G	1,857	0.043
H	515	0.012
I	41	0.001
J	218,541	5.017
K	99,837	2.062
L	114,954	2.639
M	54,842	1.259
N	205,140	4.709
O	70	0.002
P	75	0.002
Q	70	0.002
R	2,639	0.060
S	2,819	0.065
T	973	0.022

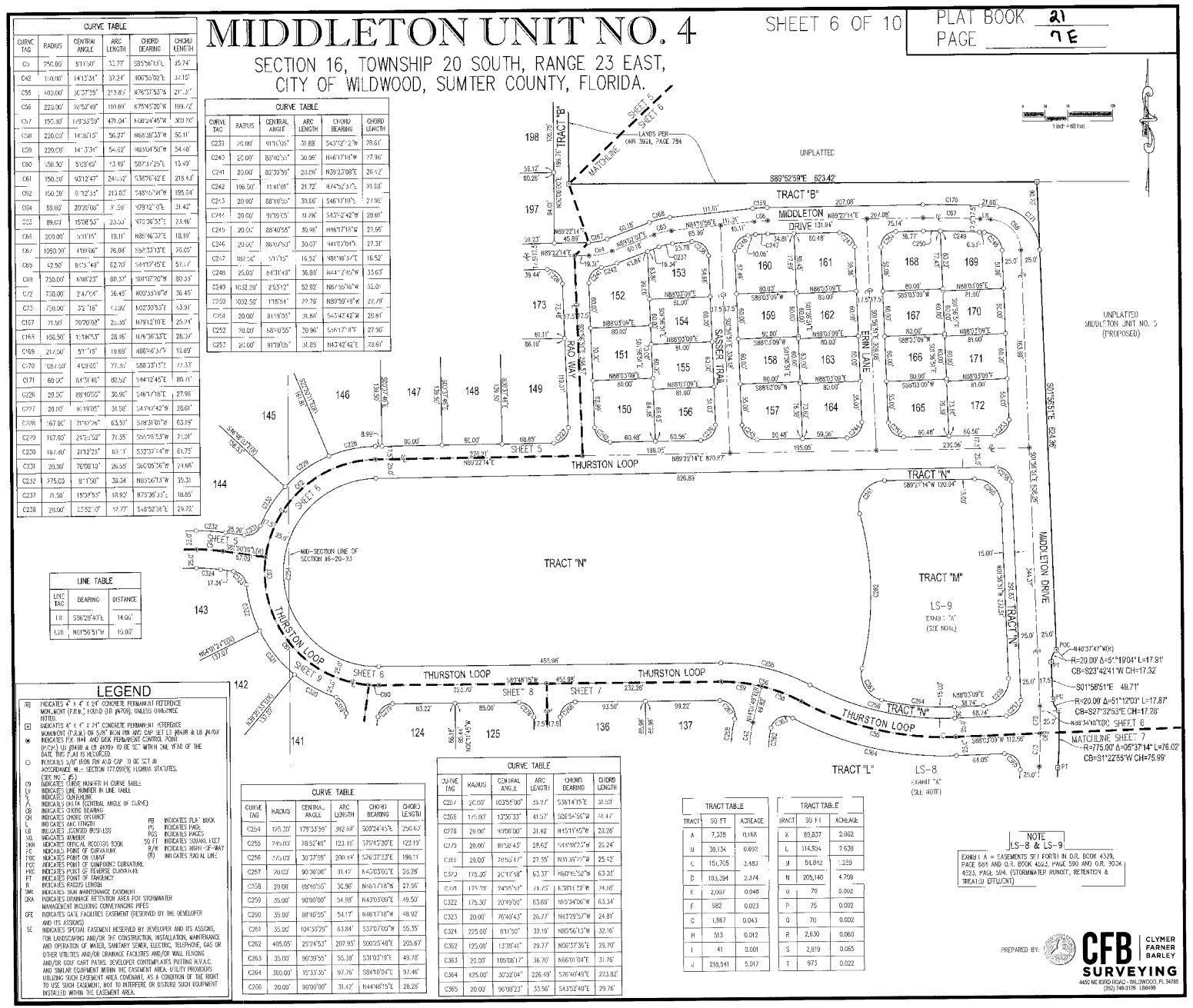
PREPARED BY:
CFB SURVEYING
CLYMER FARNER BARLEY
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB#496

MIDDLETON UNIT NO. 4

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 6 OF 10

PLAT BOOK 21
PAGE 7E



CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C9	250.00'	9°11'50"	40.12'	S85°56'15"E	40.08'
C42	150.00'	14°13'34"	37.24'	N06°50'02"E	37.15'
C55	400.00'	30°37'55"	213.85'	N76°37'53"W	211.32'
C56	225.00'	28°52'49"	113.39'	N75°45'20"W	109.72'
C57	155.30'	174°33'59"	471.04'	N40°24'45"W	309.91'
C58	225.00'	14°16'15"	56.27'	N68°38'23"W	56.11'
C59	225.00'	14°33'34"	54.92'	N83°04'58"W	54.48'
C60	150.30'	5°08'40"	13.49'	S87°31'25"E	13.49'
C61	150.30'	83°12'47"	218.32'	S38°26'42"E	218.63'
C62	150.30'	74°12'35"	213.02'	S48°03'39"W	198.04'
C04	50.00'	20°20'00"	17.59'	N79°12'07"E	17.42'
C33	89.00'	15°08'53"	23.53'	N73°36'33"E	23.46'
C66	200.00'	3°11'15"	18.11'	N85°46'37"E	18.10'
C67	1050.00'	4°09'06"	76.08'	S86°33'13"E	76.05'
C85	42.50'	84°53'49"	62.70'	S44°17'45"E	57.17'
C89	750.00'	6°08'23"	80.37'	S89°37'07"W	80.33'
C72	750.00'	2°47'04"	36.45'	N00°33'19"W	36.45'
C73	750.00'	3°26'18"	45.02'	N02°30'53"E	43.91'
C167	71.50'	70°20'02"	87.78'	N79°12'10"E	82.34'
C163	100.50'	15°08'53"	26.16'	N73°36'33"E	26.09'
C169	217.50'	51°11'5"	19.69'	N86°45'37"E	19.69'
C170	687.50'	4°09'06"	77.32'	S86°33'13"E	77.32'
C171	60.00'	84°31'49"	88.52'	S44°12'45"E	80.71'
C226	20.50'	88°10'55"	30.96'	S46°17'18"E	27.96'
C227	20.00'	91°19'05"	31.58'	S43°42'42"W	28.61'
C228	167.00'	21°07'26"	63.57'	S78°31'01"W	63.19'
C229	167.00'	24°22'52"	71.35'	S67°26'53"W	71.31'
C230	167.00'	21°12'23"	61.81'	S32°37'14"W	61.75'
C231	20.00'	76°08'10"	26.58'	S60°05'36"W	24.68'
C232	775.00'	2°11'50"	29.74'	N83°56'13"W	29.73'
C237	71.50'	15°08'53"	18.90'	N73°36'33"E	18.85'
C238	20.00'	83°52'0"	17.77'	S48°52'36"E	29.22'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C233	20.00'	91°19'05"	31.88'	S43°42'42"W	28.61'
C240	20.00'	88°10'55"	30.96'	N46°17'18"W	27.96'
C241	20.00'	82°39'56"	28.86'	N39°23'08"E	26.42'
C242	106.50'	11°41'01"	21.72'	N74°52'31"E	21.68'
C243	20.00'	88°10'55"	30.66'	S46°17'18"E	27.95'
C244	20.00'	91°19'05"	31.88'	S43°42'42"W	28.61'
C245	20.00'	88°40'55"	30.96'	N46°17'18"W	27.96'
C246	20.00'	88°10'55"	30.07'	N41°07'04"E	27.31'
C247	182.00'	5°11'15"	16.52'	N86°46'37"E	16.52'
C248	20.00'	84°31'49"	36.83'	N44°12'45"W	33.63'
C249	1032.50'	2°53'12"	52.02'	N85°56'16"W	52.01'
C250	1032.50'	1°16'54"	22.78'	N89°59'49"W	22.78'
C251	20.00'	91°19'05"	31.86'	S43°42'42"W	28.61'
C252	20.00'	88°10'55"	30.96'	S46°17'18"E	27.96'
C253	20.00'	91°19'05"	31.85'	N43°42'42"E	28.61'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L8	S06°29'40"E	14.06'
L28	N01°56'51"W	15.00'

LEGEND

- ⊡ INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.), YOUD (LB #4709), UNLESS OTHERWISE NOTED.
- ⊡ INDICATES 4" x 4" x 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET LS #6498 & LB #4709
- ◉ INDICATES P.I.C. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) LB #6498 & LB #4709 TO BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP SET IN ACCORDANCE W.I.- SECTION 177.091(9), FLORIDA STATUTES. (SEE NOTE #5).
- C9 INDICATES CURVE NUMBER IN CURVE TABLE
- L8 INDICATES LINE NUMBER IN LINE TABLE
- Ⓢ INDICATES CURB INLINE
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CHORD BEARING
- CH INDICATES CHORD DISTANCE
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- P.C. INDICATES POINT OF CURVATURE
- P.C.C. INDICATES POINT OF COMPOUND CURVATURE
- P.R.C. INDICATES POINT OF REVERSE CURVATURE
- P.T. INDICATES POINT OF TANGENCY
- R INDICATES RADIUS LENGTH
- SME INDICATES SIGN MAINTENANCE EASEMENT
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCING PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- PB INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY
- (R) INDICATES RADIAL LINE

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C264	125.30'	179°33'59"	392.69'	S00°24'45"E	250.62'
C255	775.00'	28°52'49"	123.15'	S75°45'20"E	122.99'
C256	775.00'	30°37'55"	200.44'	S76°37'53"E	198.11'
C257	20.00'	90°00'00"	31.42'	N43°03'02"E	28.28'
C258	20.00'	89°59'55"	30.96'	N46°17'18"W	27.96'
C259	35.00'	90°00'00"	54.98'	N43°03'09"E	49.50'
C260	35.00'	88°40'55"	54.17'	N46°17'18"W	48.92'
C261	35.00'	104°30'29"	63.84'	S37°07'00"W	55.35'
C262	405.05'	29°24'53"	207.95'	S00°25'48"E	205.67'
C263	35.00'	90°39'55"	55.38'	S31°03'19"E	49.78'
C264	350.00'	15°33'35"	97.76'	S84°10'04"E	97.46'
C266	20.00'	90°00'00"	31.42'	N44°48'15"E	28.28'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C267	20.00'	103°55'00"	36.27'	S36°14'15"E	31.50'
C268	175.00'	13°56'33"	41.57'	S08°54'56"W	41.47'
C278	20.00'	90°00'00"	31.42'	N45°11'45"W	28.28'
C279	20.00'	81°58'43"	28.62'	S49°48'07"W	26.24'
C319	20.00'	78°50'14"	27.55'	N31°37'07"W	25.42'
C320	175.00'	20°17'48"	63.37'	N60°46'52"W	63.03'
C321	175.00'	24°25'50"	74.65'	N38°11'32"W	74.10'
C322	175.30'	20°49'00"	63.69'	N15°34'06"W	63.34'
C323	20.00'	76°40'43"	26.77'	N43°29'57"W	24.81'
C324	225.00'	8°11'50"	32.19'	N85°56'13"W	32.16'
C362	125.00'	13°38'41"	29.77'	N06°37'36"E	29.70'
C363	20.00'	105°08'17"	36.70'	N66°01'04"E	31.76'
C364	425.00'	30°32'04"	226.49'	S76°40'49"E	223.82'
C365	20.00'	90°08'23"	33.56'	S43°52'49"E	29.76'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	7,339	0.168
B	30,134	0.692
C	151,705	3.483
D	103,394	2.374
E	2,007	0.046
F	982	0.023
G	1,867	0.043
H	513	0.012
I	41	0.001
J	218,541	5.017

TRACT TABLE		
TRACT	SQ FT	ACREAGE
K	80,837	2.062
L	114,854	2.639
M	54,862	1.259
N	205,140	4.709
O	70	0.002
P	75	0.002
Q	70	0.002
R	2,630	0.060
S	2,819	0.065
T	973	0.022

NOTE
LS-8 & LS-9
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4329, PAGE 881 AND O.R. BOOK 4323, PAGE 594. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3106 LB#498

MIDDLETON UNIT NO. 4

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 7 OF 10

PLAT BOOK 21
PAGE 7F

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C40	750.00'	49°08'38"	717.76'	N66°37'25"E	696.78'
C41	42.50'	91°22'26"	67.78'	N45°29'28"E	60.82'
C42	150.00'	14°13'34"	37.24'	N06°55'02"E	37.15'
C45	250.00'	31°00'36"	135.31'	S57°51'28"W	133.66'
C46	750.00'	18°05'55"	236.91'	S82°27'43"W	235.94'
C54	200.00'	6°43'29"	58.55'	N08°33'30"W	58.37'
C55	400.00'	30°37'55"	213.85'	N16°37'53"W	211.31'
C56	220.00'	28°59'49"	113.39'	N15°07'28"W	109.72'
C58	225.00'	11°39'15"	58.27'	N68°58'33"W	58.11'
C59	220.00'	11°13'34"	54.62'	N68°34'56"W	54.48'
C60	250.00'	5°08'23"	36.37'	S01°07'23"W	36.33'
C72	750.00'	2°47'04"	36.45'	N00°33'19"W	36.45'
C73	750.00'	3°21'18"	43.92'	N02°30'53"E	43.91'
C85	1.00'	89°00'00"	3.14'	N87°20'01"W	2.96'
C86	67.50'	101°41'48"	120.07'	N41°28'21"E	104.85'
C255	245.00'	28°52'49"	123.49'	S75°45'20"E	122.19'
C256	375.00'	30°59'55"	202.89'	S76°53'53"E	198.11'
C257	20.00'	90°07'03"	31.42'	N61°03'06"E	28.28'
C259	35.00'	90°00'00"	54.98'	N61°18'06"E	49.50'
C263	35.00'	90°00'00"	55.28'	S31°03'19"E	49.78'
C264	350.00'	15°55'25"	97.26'	S34°10'06"E	97.46'
C265	62.50'	16°13'29"	53.27'	N06°13'30"W	53.08'
C266	20.00'	80°00'00"	31.42'	N44°48'15"E	28.28'
C267	20.00'	103°55'00"	36.27'	S33°14'15"E	31.50'
C268	175.00'	13°36'32"	41.57'	N83°54'59"W	41.47'
C269	175.00'	0°36'37"	0.94'	S00°02'31"E	0.94'
C270	17.50'	91°22'26"	27.91'	S45°29'28"W	25.04'
C271	575.00'	10°47'47"	51.81'	S85°46'49"W	51.74'
C272	20.00'	82°41'49"	28.87'	N58°16'08"W	26.43'
C274	275.00'	15°40'25"	75.87'	N57°52'22"E	75.63'
C275	20.00'	82°41'49"	28.87'	N24°25'40"E	26.43'
C276	217.50'	11°58'46"	45.47'	N10°52'56"W	45.38'
C277	217.50'	4°44'57"	18.03'	N02°34'16"W	18.02'
C278	20.00'	90°00'00"	31.42'	N45°11'45"W	28.28'
C356	220.00'	10°35'37"	41.66'	N64°01'59"E	41.54'
C357	225.00'	22°07'16"	87.10'	N65°45'10"E	86.56'
C358	225.00'	16°20'07"	64.15'	N83°03'37"E	63.93'
C359	67.50'	7°50'25"	9.41'	N87°07'59"E	9.41'
C360	67.50'	65°42'12"	77.40'	N50°20'11"E	73.23'
C361	67.50'	17°40'56"	20.83'	N08°38'40"E	20.75'
C362	175.00'	13°36'41"	29.77'	N06°51'36"E	29.70'
C363	70.00'	105°08'17"	90.70'	N66°10'34"E	77.76'
C364	175.00'	39°32'04"	120.78'	S76°40'49"E	118.42'
C365	20.00'	26°08'23"	9.12'	S13°52'40"E	9.04'
C366	1577.50'	1°56'00"	54.15'	S01°06'58"W	54.15'
C367	21.50'	44°02'30"	16.53'	S24°57'13"W	16.12'
C368	18.50'	85°00'56"	27.81'	S03°35'00"W	25.32'
C369	21.50'	43°14'00"	16.22'	S17°25'28"E	15.84'
C370	246.50'	6°25'09"	27.60'	S07°26'06"E	27.59'
C371	253.50'	6°25'09"	28.38'	S07°26'06"E	28.36'
C372	7.83'	36°52'06"	5.03'	N24°07'35"E	5.01'
C373	7.83'	143°07'54"	19.55'	S65°52'25"E	14.72'
C374	50.00'	6°32'59"	5.71'	S07°13'01"W	5.71'
C375	4.33'	119°22'23"	9.02'	S89°55'43"W	7.48'
C376	4.33'	54°54'39"	4.12'	N23°06'18"W	3.97'
C377	6.33'	90°00'00"	9.94'	S40°48'28"E	8.95'
C378	6.33'	90°00'00"	9.94'	N49°11'32"E	8.95'
C379	6.33'	90°00'00"	9.94'	N49°48'28"W	8.95'
C380	6.33'	90°00'00"	9.94'	S49°11'32"W	8.95'
C381	53.71'	13°20'30"	12.51'	S13°36'59"W	12.48'
C382	1593.67'	0°50'29"	23.40'	S02°40'26"W	23.40'
C383	6.33'	91°33'39"	10.12'	S42°41'10"E	9.07'
C384	6.33'	88°26'21"	9.77'	N47°18'50"E	8.83'
C385	1606.33'	0°48'48"	23.27'	N02°40'46"E	23.27'
C386	45.34'	15°59'45"	12.66'	N06°35'28"W	12.62'

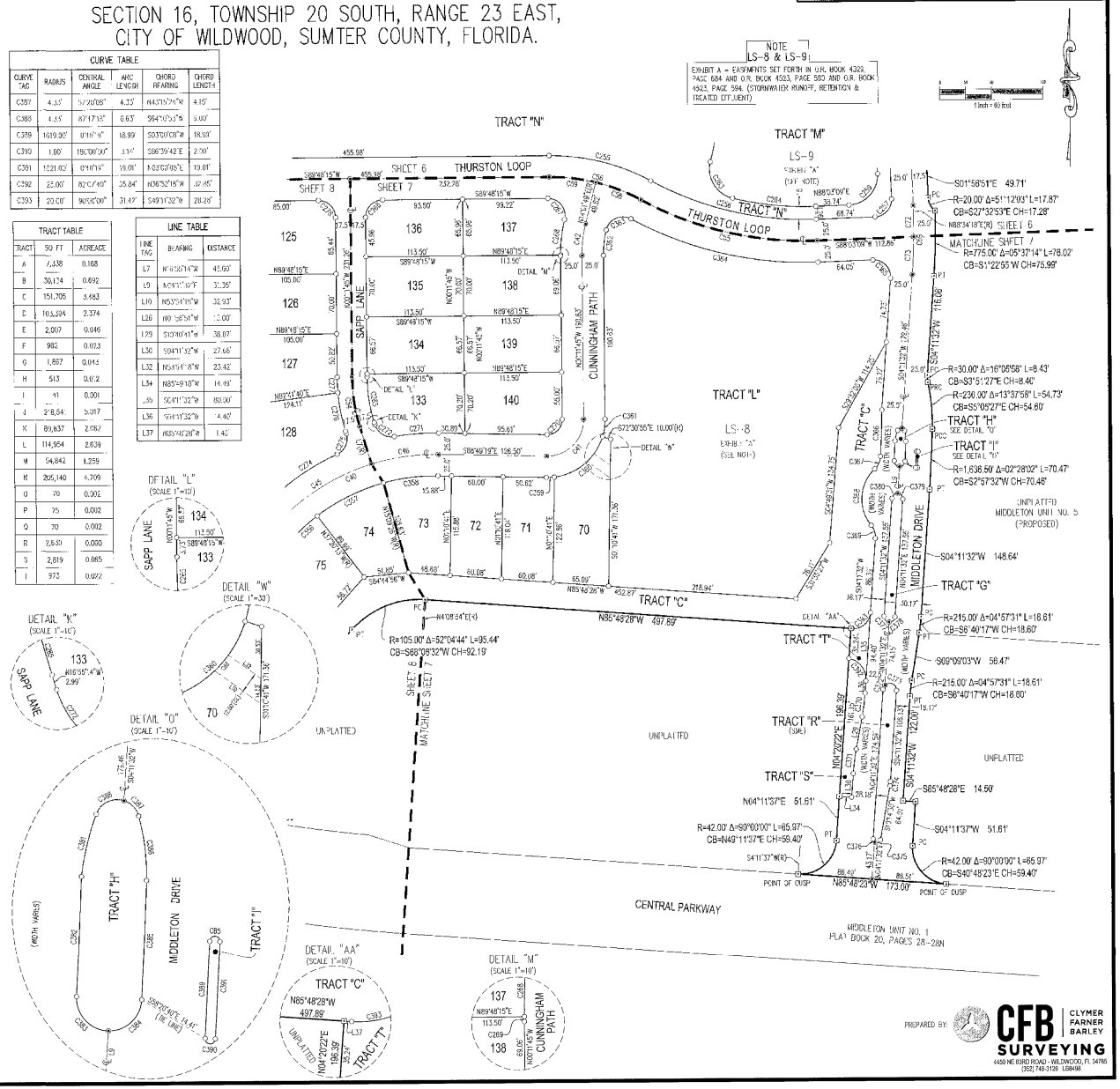
CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C387	4.33'	15°20'08"	4.32'	N43°51'24"W	4.31'
C388	4.33'	87°17'15"	6.63'	S64°07'53"E	6.00'
C389	1619.00'	0°10'10"	18.99'	S03°00'08"W	18.99'
C390	1.00'	180°00'00"	3.14'	S86°39'42"E	2.00'
C391	1221.00'	0°41'14"	19.01'	N03°03'08"E	19.01'
C392	25.00'	82°07'40"	35.84'	N36°52'15"W	32.85'
C393	20.00'	90°05'00"	31.43'	S49°31'32"E	28.28'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	7,438	0.168
B	30,124	0.692
C	151,705	3.483
D	103,394	2.374
E	2,007	0.046
F	982	0.023
G	1,867	0.043
H	513	0.012
I	41	0.001
J	218,544	5.017
K	89,837	2.062
L	114,954	2.639
M	54,842	1.259
N	265,140	6.769
O	70	0.002
P	75	0.002
Q	70	0.002
R	2,630	0.060
S	2,819	0.065
T	972	0.022

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L7	N16°52'47"W	45.60'
L9	N04°11'32"E	31.35'
L10	N53°54'19"W	32.93'
L26	N01°58'51"W	13.00'
L29	S10°40'41"W	38.07'
L30	S04°11'32"W	27.68'
L32	N53°41'18"W	23.42'
L34	N85°49'28"W	14.49'
L35	S04°11'32"W	89.00'
L36	S04°11'32"W	4.40'
L37	N85°48'28"W	1.45'

NOTE
LS-8 & LS-9
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4328, PAGE 684 AND O.R. BOOK 4523, PAGE 580 AND O.R. BOOK 4523, PAGE 594. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)

1 inch = 60 feet



PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3128 LB#498

MIDDLETON UNIT NO. 4

SHEET 8 OF 10

PLAT BOOK 21
PAGE 76

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C37	150.00'	14°55'45"	39.12'	S50°48'07"E	39.02'
C38	1450.00'	4°44'38"	120.01'	S65°30'40"E	120.07'
C39	85.00'	69°59'21"	103.72'	N77°03'51"E	102.05'
C40	250.00'	49°06'30"	214.28'	N60°37'25"E	207.78'
C43	1450.00'	2°01'06"	51.04'	S64°05'21"E	51.03'
C44	1450.00'	2°28'35"	75.07'	S66°51'10"E	75.06'
C45	250.00'	31°06'36"	135.71'	S51°54'25"W	133.99'
C46	250.00'	15°06'55"	65.94'	S82°10'43"W	65.74'
C50	150.00'	73°16'33"	95.80'	N39°25'51"E	89.42'
C51	295.00'	34°15'39"	176.40	N24°56'21"E	173.75'
C57	995.00'	0°35'19"	10.23'	N41°16'31"E	10.23'
C58	995.00'	11°10'10"	193.97'	N47°38'47"E	193.65'
C64	200.00'	10°42'29"	59.38'	N68°53'30"W	59.17'
C66	150.30'	5°08'43"	13.49'	S87°37'25"E	13.49'
C80	316.31'	0°11'16"	1.04'	N45°51'56"E	1.04'
C81	0.33'	90°1'34"	0.48'	S89°35'45"E	0.43'
C82	6.33'	89°42'09"	9.91'	S00°46'15"W	8.93'
C83	603.67'	0°11'27"	2.01'	S45°31'36"W	2.01'
C265	182.50'	15°43'29"	53.27'	N88°35'36"W	53.08'
C266	20.00'	90°00'00"	31.42'	N44°48'15"E	28.28'
C271	275.00'	10°57'43"	51.61'	S85°16'43"W	51.74'
C272	20.00'	89°11'49"	25.67'	S56°06'39"W	26.43'
C273	275.00'	7°53'52"	37.92'	N46°01'10"E	37.89'
C274	275.00'	15°18'25"	73.45'	N38°50'22"E	73.23'
C275	20.00'	82°41'49"	25.87'	N32°25'40"E	26.43'
C276	217.50'	11°59'36"	45.47'	N16°56'25"W	45.38'
C277	217.50'	4°44'51"	18.02'	N02°34'10"W	18.02'
C278	20.00'	90°00'00"	31.42'	N45°11'45"W	28.28'
C279	20.00'	81°59'43"	25.62'	S48°48'23"W	26.24'
C280	312.50'	11°18'03"	61.64'	S13°27'33"W	61.54'
C281	312.50'	12°01'43"	66.15'	S25°07'26"W	66.03'
C282	312.50'	10°49'52"	59.08'	S36°39'14"W	58.99'
C283	140.00'	13°13'38"	32.44'	S35°25'51"W	32.37'
C284	20.00'	90°32'26"	33.53'	S78°58'56"E	29.62'
C285	1423.00'	1°11'04"	29.40'	S67°20'54"E	29.46'
C286	64.00'	69°59'21"	78.18'	N77°03'51"E	73.41'
C295	125.00'	14°33'43"	31.77'	S55°48'02"E	31.68'
C296	1423.00'	0°18'13"	7.55'	S63°13'58"E	7.55'
C297	20.00'	87°49'23"	30.66'	N72°42'14"E	27.74'
C298	182.50'	12°00'07"	38.23'	N34°47'33"E	38.15'
C300	20.00'	90°25'19"	31.57'	N63°31'34"W	28.43'
C316	20.00'	98°37'37"	34.43'	N82°10'33"E	30.33'
C317	270.00'	16°00'30"	75.44'	N2°5'.00"E	75.19'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C310	270.00'	9°02'15"	42.58'	N12°15'38"E	42.54'
C319	20.00'	89°59'47"	31.41'	N31°59'29"W	28.42'
C320	125.00'	29°10'48"	63.37'	N60°45'52"W	63.03'
C349	1475.00'	14°33'43"	44.48'	S55°48'02"E	44.36'
C350	1475.00'	0°39'23"	16.90'	S63°26'33"E	16.90'
C351	1475.00'	2°44'43"	70.67'	S65°05'36"E	70.66'
C352	1475.00'	1°27'32"	37.58'	S67°12'47"E	37.57'
C353	114.00'	2°47'14"	5.55'	S78°50'06"E	5.55'
C354	114.00'	27°15'41"	54.23'	N76°56'27"E	53.72'
C355	114.00'	29°57'28"	59.59'	N52°30'23"E	58.91'
C356	225.00'	10°55'37"	42.90'	N47°21'52"E	42.84'
C357	225.00'	22°10'46"	87.10'	N63°43'10"E	86.56'
C358	225.00'	16°20'07"	64.15'	N83°00'37"E	63.93'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	7,338	0.168
H	30,134	0.692
C	151,705	3.483
D	105,994	2.374
E	2,007	0.046
F	982	0.023
G	1,867	0.043
H	513	0.012
I	51	0.001
J	218,541	5.017
K	89,837	2.062
L	114,954	2.639
M	54,842	1.259
N	205,140	4.709
O	70	0.002
P	75	0.002
Q	70	0.002
R	2,630	0.060
S	2,819	0.065
T	973	0.022

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L7	N16°56'14"W	29.89'

LEGEND

- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) FOUND (#4709), UNLESS OTHERWISE NOTED.
- ⊡ INDICATES 4" X 4" X 24" CONCRETE PERMANENT REFERENCE MONUMENT (P.R.M.) OR 5/8" IRON PIN AND CAP SET, (# 24938 & LB #4709
- ◉ INDICATES P.K. NAIL AND DISK PERMANENT CONTROL POINT (P.C.P.) (# 24938 & LB #4709 IF SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED.
- ○ INDICATES 5/8" IRON PIN AND CAP TO BE SET IN ACCORDANCE WITH SEC ION 177.091(7) FLORIDA STATUTES. (SEE NOTE #5.)
- C# INDICATES CURVE NUMBER IN CURVE TABLE
- L# INDICATES LINE NUMBER IN LINE TABLE
- ℄ INDICATES CENTER ℄
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- CB INDICATES CURVE BEARING
- CH INDICATES CURVE CHORD
- L INDICATES ARC LENGTH
- LB INDICATES LICENSED BUSINESS
- NO. INDICATES NUMBER
- ORB INDICATES OFFICIAL RECORDS BOOK
- PC INDICATES POINT OF CURVATURE
- POC INDICATES POINT ON CURVE
- PCC INDICATES POINT OF COMPOUND CURVATURE
- PRC INDICATES POINT OF REVERSE CURVATURE
- PT INDICATES POINT OF TANGENCY
- R INDICATES RADIUS (LENGTH)
- SME INDICATES SIGN MAINTENANCE EASEMENT
- DRA INDICATES DRAINAGE RETENTION AREA FOR STORMWATER MANAGEMENT INCLUDING CONVEYANCE PIPES
- GFE INDICATES GATE FACILITIES EASEMENT (RESERVED BY THE DEVELOPER AND ITS ASSIGNS)
- SE INDICATES SPECIAL EASEMENT RESERVED BY DEVELOPER AND ITS ASSIGNS, FOR LANDSCAPING AND/OR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF WATER, SANITARY SEWER, ELECTRIC, TELEPHONE, GAS OR OTHER UTILITIES AND/OR DRAINAGE FACILITIES AND/OR WALL FENCING AND/OR GOLF CART PATHS. DEVELOPER CONTEMPLATES PUTTING H.V.A.C. AND SIMILAR EQUIPMENT WITHIN THE EASEMENT AREA. UTILITY PROVIDERS UTILIZING SUCH EASEMENT AREA COVENANT, AS A CONDITION OF THE RIGHT TO USE SUCH EASEMENT, NOT TO INTERFERE OR DISTURB SUCH EQUIPMENT INSTALLED WITHIN THE EASEMENT AREA.
- P.B. INDICATES PLAT BOOK
- PG INDICATES PAGE
- PGS INDICATES PAGES
- SQ FT INDICATES SQUARE FEET
- R/W INDICATES RIGHT-OF-WAY
- (R) INDICATES RADIAL LINE



PREPARED BY:

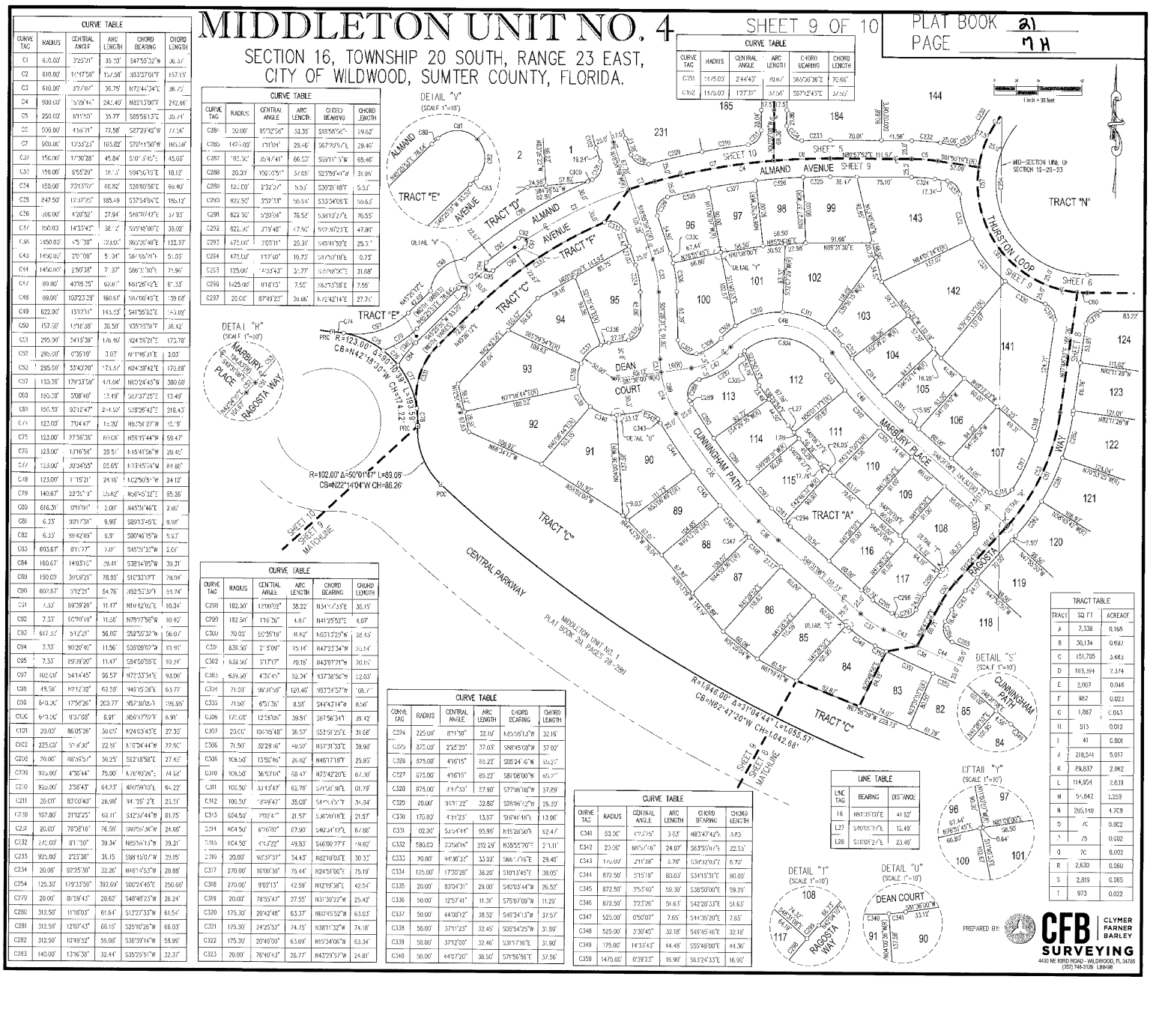
CFB SURVEYING
CLYMER FARNER BARLEY
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-0128 LB8498

MIDDLETON UNIT NO. 4

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST, CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

SHEET 9 OF 10

PLAT BOOK 21
PAGE 7H



CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	610.00'	3°25'01"	36.39'	S47°56'32"W	36.39'
C2	610.00'	16°47'58"	178.78'	N53°37'01"E	178.13'
C3	610.00'	3°27'07"	36.75'	N72°44'34"E	36.75'
C4	900.00'	15°29'44"	243.40'	N82°13'00"E	242.66'
C5	250.00'	8°11'50"	35.77'	S85°56'13"E	35.74'
C6	900.00'	4°56'21"	77.58'	S87°29'42"W	77.56'
C7	900.00'	12°35'23"	198.82'	S79°41'56"W	198.58'
C8	150.00'	17°30'28"	45.84'	S10°34'45"E	45.66'
C9	150.00'	6°55'29"	18.12'	S04°56'15"E	18.12'
C14	150.00'	23°37'57"	80.82'	S20°00'56"E	80.40'
C15	847.50'	12°37'25"	185.49'	S33°34'06"E	185.12'
C16	850.00'	4°20'52"	37.94'	S41°07'47"E	37.93'
C17	150.00'	14°33'41"	38.12'	S55°48'00"E	38.02'
C18	1450.00'	4°51'38"	123.00'	S62°20'40"E	122.97'
C43	1450.00'	2°50'08"	71.97'	S66°31'10"E	71.96'
C44	850.00'	40°18'25"	620.01'	N61°26'42"E	607.33'
C48	89.00'	103°23'28"	160.61'	S67°00'43"E	139.68'
C49	622.00'	13°12'11"	143.33'	S41°36'52"E	143.00'
C50	157.50'	1°51'38"	30.50'	N35°32'54"E	30.42'
C51	295.00'	34°13'39"	176.19'	N24°56'21"E	173.58'
C52	295.00'	0°35'19"	3.03'	N41°46'31"E	3.03'
C53	295.00'	33°42'20"	173.51'	N24°38'42"E	170.98'
C57	153.30'	179°33'59"	471.04'	N10°24'45"W	306.00'
C60	150.20'	5°08'40"	13.49'	S57°37'25"E	13.49'
C61	150.30'	83°12'47"	218.27'	S38°26'42"E	218.43'
C74	123.00'	7°04'47"	15.20'	N85°51'27"W	15.19'
C75	123.00'	27°56'36"	60.00'	N59°15'44"W	59.47'
C76	123.00'	1°16'56"	28.51'	N45°41'56"W	28.45'
C77	123.00'	30°34'55"	65.65'	N33°45'59"W	64.88'
C78	123.00'	1°15'21"	24.16'	N62°30'57"W	24.12'
C79	140.67'	22°31'13"	55.28'	N56°45'32"E	55.26'
C89	616.31'	0°11'04"	2.00'	N45°31'46"E	2.00'
C91	6.33'	90°17'31"	9.98'	S89°13'45"E	8.98'
C92	6.33'	89°42'09"	9.9'	S00°46'15"W	9.97'
C93	693.67'	0°11'27"	2.31'	S45°31'32"W	2.31'
C94	160.67'	14°03'12"	39.41'	S38°14'05"W	39.31'
C99	150.00'	30°09'21"	78.93'	S16°33'17"E	78.04'
C90	600.87'	5°12'21"	54.76'	N52°53'39"E	54.74'
C91	7.33'	89°39'20"	11.47'	N10°42'02"E	10.34'
C92	7.33'	90°20'40"	11.56'	N79°17'58"W	10.40'
C93	617.33'	5°12'21"	56.02'	S52°53'39"E	56.01'
C94	7.33'	90°20'40"	11.56'	S35°06'02"W	10.40'
C95	7.33'	89°39'20"	11.47'	S84°50'58"E	10.34'
C97	102.00'	54°14'45"	96.57'	N72°33'34"E	93.00'
C98	48.50'	82°12'32"	69.58'	N45°15'28"E	63.77'
C99	84.00'	175°56'26"	200.77'	N57°30'00"W	159.86'
C100	643.00'	0°57'08"	6.91'	N86°17'55"E	6.91'
C101	20.00'	86°05'26"	30.05'	N24°03'45"E	27.30'
C102	225.00'	5°47'30"	22.74'	N37°04'44"W	22.73'
C298	20.00'	86°05'26"	30.05'	S62°18'58"E	27.30'
C299	925.00'	4°38'44"	75.00'	N76°40'26"E	74.98'
C300	925.00'	3°58'43"	64.23'	N80°59'10"E	64.22'
C311	20.07'	83°07'40"	28.98'	N41°28'27"E	26.51'
C312	167.80'	21°12'25"	62.11'	S32°31'44"W	61.75'
C313	20.00'	78°28'16"	26.58'	S60°05'36"W	24.66'
C232	975.00'	2°33'38"	39.34'	N85°54'13"W	39.31'
C233	925.00'	2°23'38"	38.15'	S88°19'07"W	38.15'
C234	20.00'	92°25'30"	32.26'	N46°14'53"W	28.88'
C254	125.30'	179°33'59"	392.69'	S00°24'45"E	250.00'
C279	20.00'	81°59'43"	28.62'	S48°48'23"W	26.24'
C280	312.50'	11°18'05"	61.64'	S13°22'33"W	61.54'
C281	312.50'	12°07'43"	66.15'	S25°10'26"W	66.03'
C282	312.50'	10°49'52"	59.08'	S36°39'14"W	58.99'
C283	140.00'	13°16'38"	32.44'	S35°25'51"W	32.37'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C288	20.00'	95°32'56"	33.35'	S18°58'05"E	29.62'
C285	1425.00'	1°11'04"	29.46'	S67°30'57"E	29.46'
C287	925.00'	3°54'44"	66.53'	S59°11'15"W	65.46'
C288	20.00'	156°05'57"	54.48'	S23°59'41"W	39.99'
C289	125.00'	2°32'07"	5.53'	S30°21'48"E	5.53'
C290	802.50'	3°59'33"	55.84'	S33°34'06"E	55.83'
C291	822.50'	5°20'04"	76.52'	S34°10'21"E	76.55'
C292	822.50'	3°19'48"	47.80'	N39°30'23"E	47.80'
C293	475.00'	3°03'11"	25.31'	S45°41'52"E	25.31'
C294	475.00'	1°37'40"	10.73'	S47°57'08"E	0.73'
C295	125.00'	14°33'43"	31.77'	S55°48'00"E	31.68'
C296	1425.00'	0°18'13"	7.52'	S63°13'58"E	7.55'
C297	20.00'	87°49'23"	30.66'	N72°42'14"E	27.74'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C299	182.50'	12°00'02"	38.22'	N34°17'35"E	38.15'
C299	182.50'	1°16'26"	4.07'	N41°25'52"E	4.07'
C300	20.00'	50°35'19"	17.62'	N07°13'29"W	28.43'
C26	838.50'	2°13'09"	25.14'	N47°23'34"W	25.14'
C302	838.50'	5°17'17"	77.15'	N43°07'21"W	76.15'
C303	838.50'	4°35'41"	52.34'	N37°38'56"W	52.03'
C304	71.50'	96°31'59"	120.46'	N03°34'57"W	106.77'
C305	71.50'	6°51'36"	8.56'	S44°43'14"W	8.56'
C306	125.00'	12°56'26"	28.51'	S07°56'34"E	28.42'
C307	20.00'	104°45'48"	36.57'	S53°51'25"E	31.68'
C308	71.50'	32°28'46"	40.50'	N57°31'33"E	39.96'
C309	106.50'	13°50'46"	26.02'	N45°17'18"E	25.95'
C310	106.50'	36°50'16"	68.47'	N23°42'20"E	67.30'
C311	106.50'	33°43'47"	62.70'	S11°06'38"E	61.79'
C312	106.50'	18°09'42"	35.00'	S14°55'15"W	34.84'
C313	604.50'	7°01'4""	21.57'	S36°01'18"E	21.57'
C314	604.50'	6°16'02"	67.90'	S40°34'12"E	67.86'
C315	604.50'	4°15'22"	49.83'	S46°08'27"E	49.82'
C316	20.00'	95°37'37"	34.43'	N82°10'03"E	30.32'
C317	270.00'	16°00'30"	75.44'	N24°51'00"E	75.19'
C318	270.00'	9°02'13"	42.59'	N12°19'38"E	42.54'
C319	20.00'	78°59'47"	27.55'	N31°39'22"W	25.42'
C320	175.30'	20°42'48"	63.37'	N60°45'52"W	63.03'
C321	175.30'	24°25'52"	74.75'	N38°11'32"W	74.18'
C322	175.30'	20°49'00"	63.69'	N15°34'06"W	63.34'
C323	20.00'	76°40'43"	26.77'	N43°29'57"W	24.81'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C324	225.00'	8°11'56"	32.19'	N85°55'13"W	32.16'
C325	875.00'	2°25'20"	37.03'	S88°45'08"W	37.02'
C326	875.00'	4°16'15"	65.22'	S85°24'46"W	65.21'
C327	875.00'	4°16'15"	65.22'	S81°08'00"W	65.21'
C328	875.00'	4°16'15"	57.90'	S77°06'08"W	57.89'
C329	20.00'	94°11'22"	32.88'	S26°16'22"W	29.39'
C330	175.00'	4°34'23"	13.97'	S10°41'46"E	13.96'
C331	02.90'	53°54'44"	95.98'	N15°28'50"E	92.47'
C332	580.00'	22°58'16"	212.29'	N35°55'50"E	211.11'
C333	70.00'	94°36'35"	33.02'	S66°21'16"E	29.46'
C334	125.00'	17°30'28"	38.20'	S10°13'45"E	38.05'
C335	20.00'	83°04'31"	29.00'	S40°05'44"W	26.52'
C336	50.00'	12°57'41"	11.31'	S75°07'09"W	11.29'
C337	50.00'	44°08'12"	38.52'	S46°34'13"W	37.57'
C338	50.00'	37°11'23"	32.45'	S05°54'25"W	31.89'
C339	50.00'	37°12'09"	32.46'	S31°17'16"E	31.90'
C340	50.00'	44°07'20"	38.50'	S71°56'56"E	37.56'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C341	50.00'	4°12'55"	3.63'	N87°47'42"E	3.63'
C342	20.00'	68°07'46"	24.07'	S63°50'01"E	22.93'
C343	170.00'	2°11'38"	6.70'	S39°32'03"E	6.70'
C344	872.50'	5°15'19"	80.03'	S34°15'31"E	80.00'
C345	872.50'	3°53'40"	59.30'	S38°50'00"E	59.29'
C346	872.50'	3°23'26"	51.63'	S42°28'33"E	51.63'
C347	525.00'	0°50'07"	7.65'	S44°35'20"E	7.65'
C348	525.00'	3°30'45"	32.18'	S46°45'46"E	32.18'
C349	175.00'	14°33'43"	44.46'	S55°48'00"E	44.36'
C350	1475.00'	0°39'23"	16.90'	S63°24'33"E	16.90'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L6	N81°35'03"E	41.82'
L27	S40°08'27"E	12.49'
L28	S40°08'27"E	23.46'

TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	7,338	0.168
B	30,134	0.692
C	151,705	3.483
D	103,394	2.374
E	2,067	0.048
F	982	0.023
G	1,887	0.043
H	515	0.012
I	41	0.001
K	89,837	2.062
L	114,954	2.639
M	54,842	1.259
N	205,149	4.709
O	70	0.002
P	75	0.002
Q	70	0.002
R	2,630	0.060
S	2,819	0.065
T	973	0.022

PREPARED BY:
CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3109 LB#98

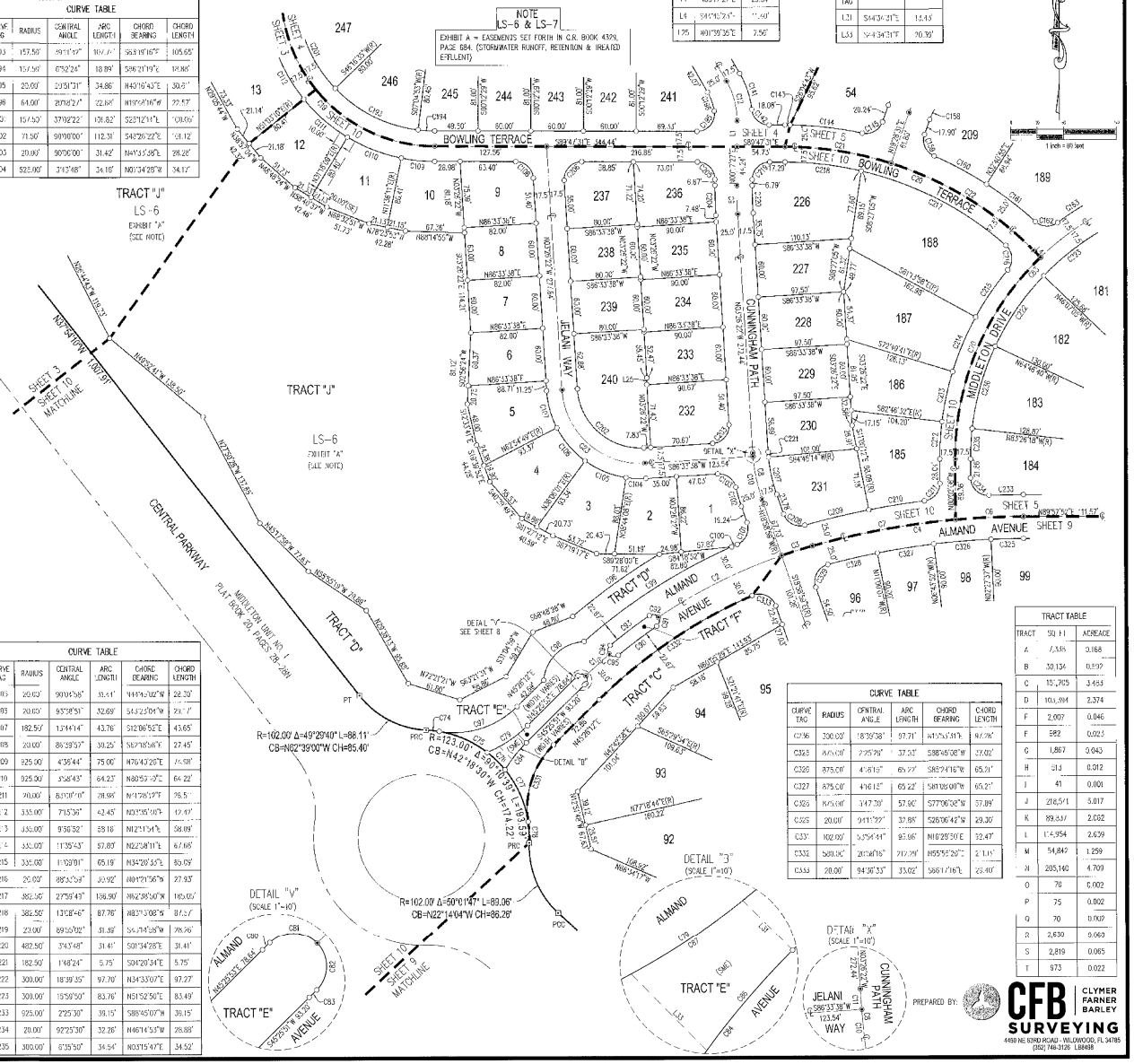
MIDDLETON UNIT NO. 4

SHEET 10 OF 10

PLAT BOOK 21
PAGE 71

SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
CITY OF WILDWOOD, SUMTER COUNTY, FLORIDA.

NOTE
LS-6 & LS-7
EXHIBIT A = EASEMENTS SET FORTH IN O.R. BOOK 4328, PAGE 684. (STORMWATER RUNOFF, RETENTION & TREATED EFFLUENT)



CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	610.00'	3°25'01"	36.39'	S47°55'32"W	36.39'
C2	610.00'	14°47'06"	157.56'	N53°37'01"E	157.13'
C3	610.00'	3°27'01"	36.75'	N72°44'34"E	36.75'
C4	960.00'	15°29'44"	259.60'	N82°13'02"E	242.66'
C5	960.00'	4°56'21"	77.58'	S87°29'42"W	77.56'
C7	920.00'	10°55'22"	165.82'	S79°46'50"W	165.59'
C8	230.00'	15°22'38"	61.72'	N1°12'40"W	61.53'
C9	530.00'	3°43'48"	34.55'	N81°34'28"W	34.55'
C10	230.00'	14°29'06"	58.13'	S11°46'27"E	58.00'
C11	230.00'	1°27'32"	5.85'	S19°03'08"E	5.85'
C12	80.00'	33°14'56"	46.99'	N31°43'01"W	46.44'
C13	175.00'	90°04'58"	275.14'	S41°45'02"E	247.67'
C15	103.00'	45°02'08"	81.41'	S5°46'27"E	306.38'
C21	103.00'	17°37'05"	123.00'	N80°58'59"W	122.51'
C22	403.00'	27°25'03"	193.41'	N58°27'05"W	191.59'
C23	89.00'	90°00'00"	39.90'	N48°26'22"W	89.87'
C24	317.50'	89°24'22"	495.44'	N44°40'03"E	446.69'
C26	317.50'	46°15'03"	256.30'	S21°08'25"W	249.39'
C74	123.00'	7°04'47"	15.20'	N83°51'27"W	15.18'
C75	125.00'	27°55'38"	60.06'	N66°19'44"W	59.47'
C76	125.00'	13°46'56"	28.51'	N45°41'56"W	28.45'
C77	123.00'	30°34'55"	65.65'	N23°45'59"W	64.85'
C78	123.00'	11°15'21"	24.16'	N00°25'01"W	24.12'
C79	140.67'	22°39'19"	55.62'	N36°45'50"E	55.26'
C80	886.19'	0°11'08"	2.90'	N45°31'46"E	2.90'
C81	6.33'	90°17'5"	9.98'	S89°13'45"E	8.98'
C82	6.33'	83°47'09"	9.91'	S80°46'15"W	8.93'
C83	603.53'	0°11'27"	2.01'	S45°31'36"W	2.01'
C84	160.67'	14°03'15"	39.41'	S38°14'05"W	39.31'
C86	160.67'	3°57'33"	25.11'	S40°47'05"W	25.08'
C87	140.67'	10°23'37"	25.52'	N59°35'40"E	25.48'
C90	602.67'	5°17'01"	54.76'	N62°55'32"E	54.74'
C91	7.33'	89°59'20"	11.47'	N10°42'22"E	10.34'
C92	7.33'	90°00'40"	11.06'	N79°17'58"W	10.43'
C93	617.33'	5°12'21"	56.09'	S52°55'32"W	56.07'
C94	7.33'	90°00'40"	11.36'	S05°09'02"W	10.43'
C95	7.33'	89°59'20"	11.47'	S84°50'58"E	10.34'
C96	370.00'	10°25'19"	121.87'	S84°3'16"W	121.70'
C97	102.00'	54°11'45"	96.51'	N72°33'34"E	93.00'
C98	48.50'	82°12'32"	69.59'	N46°15'56"E	63.77'
C99	640.00'	17°58'26"	200.77'	N57°57'16"E	199.95'
C100	640.00'	0°37'04"	6.91'	N66°47'52"E	6.9'
C101	20.00'	89°15'29"	30.05'	N22°03'43"E	27.30'
C102	225.00'	5°46'53"	22.81'	N66°04'44"W	22.80'
C103	20.00'	85°18'53"	28.00'	N53°18'29"W	25.78'
C104	105.50'	17°10'30"	22.63'	N8°21'0"W	22.58'
C105	105.50'	27°21'52"	50.86'	N67°34'55"W	50.38'
C106	105.50'	26°48'48"	49.84'	N40°29'55"W	49.39'
C107	105.50'	23°38'50"	43.95'	N15°15'47"W	43.64'
C108	20.00'	56°21'15"	30.14'	N16°36'56"W	27.37'
C109	192.50'	11°23'42"	38.28'	N84°05'40"W	38.22'
C110	192.50'	19°41'58"	66.19'	N68°37'50"W	65.86'
C111	192.50'	19°45'01"	66.36'	N48°51'2"W	66.03'
C112	192.50'	19°44'03"	66.30'	N29°04'49"W	65.97'
C141	196.50'	23°20'27"	43.39'	S18°17'16"E	43.09'
C142	20.00'	83°16'29"	29.06'	S41°21'47"E	26.55'
C143	425.00'	0°47'20"	5.85'	S89°23'51"E	5.85'
C144	425.00'	11°10'52"	82.95'	S83°44'47"E	82.82'
C145	20.00'	82°42'15"	28.87'	N60°49'39"E	26.43'
C158	71.50'	13°12'24"	16.48'	S26°04'43"W	16.44'
C159	20.00'	85°41'03"	29.91'	S23°22'00"E	27.20'
C160	425.00'	9°08'11"	67.77'	S61°38'27"E	67.70'
C161	425.00'	9°24'04"	69.74'	S52°22'19"E	69.66'
C162	20.00'	79°01'11"	27.58'	S87°10'52"E	25.45'
C163	335.00'	8°28'32"	49.55'	N57°33'16"E	49.51'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C193	157.50'	59°31'19"	163.61'	S63°16'16"E	156.65'
C194	157.50'	6°52'24"	18.89'	S86°21'19"E	18.88'
C195	20.00'	99°51'31"	34.86'	N43°16'43"E	30.61'
C198	64.00'	20°08'27"	22.50'	N19°04'16"W	22.39'
C200	157.50'	37°02'22"	101.82'	S23°12'11"E	100.05'
C202	71.50'	90°00'00"	112.31'	S48°26'22"E	101.12'
C203	20.00'	90°00'00"	31.42'	N41°33'38"E	28.28'
C204	525.00'	3°43'48"	34.16'	N01°34'28"W	34.17'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C205	20.00'	90°04'58"	31.44'	N44°42'02"W	28.29'
C206	20.00'	9°57'51"	32.69'	S43°25'04"W	29.11'
C207	182.50'	13°44'14"	43.76'	S12°06'52"E	43.65'
C208	20.00'	89°59'57"	31.25'	S82°18'06"E	27.45'
C209	925.00'	4°36'44"	75.00'	N76°43'26"E	74.98'
C210	925.00'	5°08'43"	64.27'	N80°55'10"E	64.22'
C211	70.00'	84°08'10"	28.86'	N41°26'19"E	26.5'
C212	335.00'	7°15'36"	42.45'	N03°36'10"E	42.42'
C213	335.00'	9°36'32"	56.16'	N12°11'34"E	56.09'
C214	335.00'	11°35'43"	67.80'	N22°28'11"E	67.66'
C215	335.00'	11°09'01"	65.19'	N34°20'35"E	65.09'
C216	20.00'	85°34'58"	30.92'	N40°21'56"W	27.93'
C217	382.50'	27°59'43"	186.90'	N62°36'04"W	185.05'
C218	382.50'	13°08'46"	87.76'	N83°13'08"W	87.57'
C219	23.00'	89°55'02"	31.98'	S64°10'58"W	28.76'
C220	482.50'	3°43'48"	31.41'	S01°34'28"E	31.41'
C221	182.50'	1°48'24"	5.75'	S04°20'34"E	5.75'
C222	300.00'	18°39'35"	97.70'	N34°33'07"E	97.27'
C223	300.00'	15°59'50"	83.76'	N51°52'50"E	83.49'
C233	925.00'	2°23'30"	38.15'	S88°45'07"W	38.15'
C234	20.00'	92°25'30"	32.26'	N46°14'53"W	28.88'
C235	300.00'	6°35'50"	34.54'	N03°15'47"E	34.52'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L1	N00°17'27"E	29.84'
L4	S81°16'23"E	7.59'
L25	N01°39'35"E	7.56'

LINE TABLE		
LINE TAG	BEARING	DISTANCE
L31	S44°34'31"E	15.45'
L33	S44°34'31"E	20.39'

CURVE TABLE					
CURVE TAG	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C216	382.50'	13°08'46"	87.71'	N83°13'08"W	87.57'
C325	875.00'	2°25'28"	37.32'	S88°45'08"W	37.02'
C326	875.00'	4°16'18"	65.27'	S85°24'16"W	65.21'
C327	875.00'	4°16'18"	65.27'	S81°08'00"W	65.21'
C328	875.00'	3°47'30"	57.90'	S77°06'08"W	57.89'
C329	20.00'	94°11'22"	32.88'	S26°06'42"W	29.30'
C331	102.00'	5°34'44"	9.96'	N10°29'39"E	9.96'
C332	580.06'	20°06'16"	203.58'	N65°55'20"E	202.53'
C333	20.00'	94°36'33"	33.02'	S66°11'16"E	29.40'

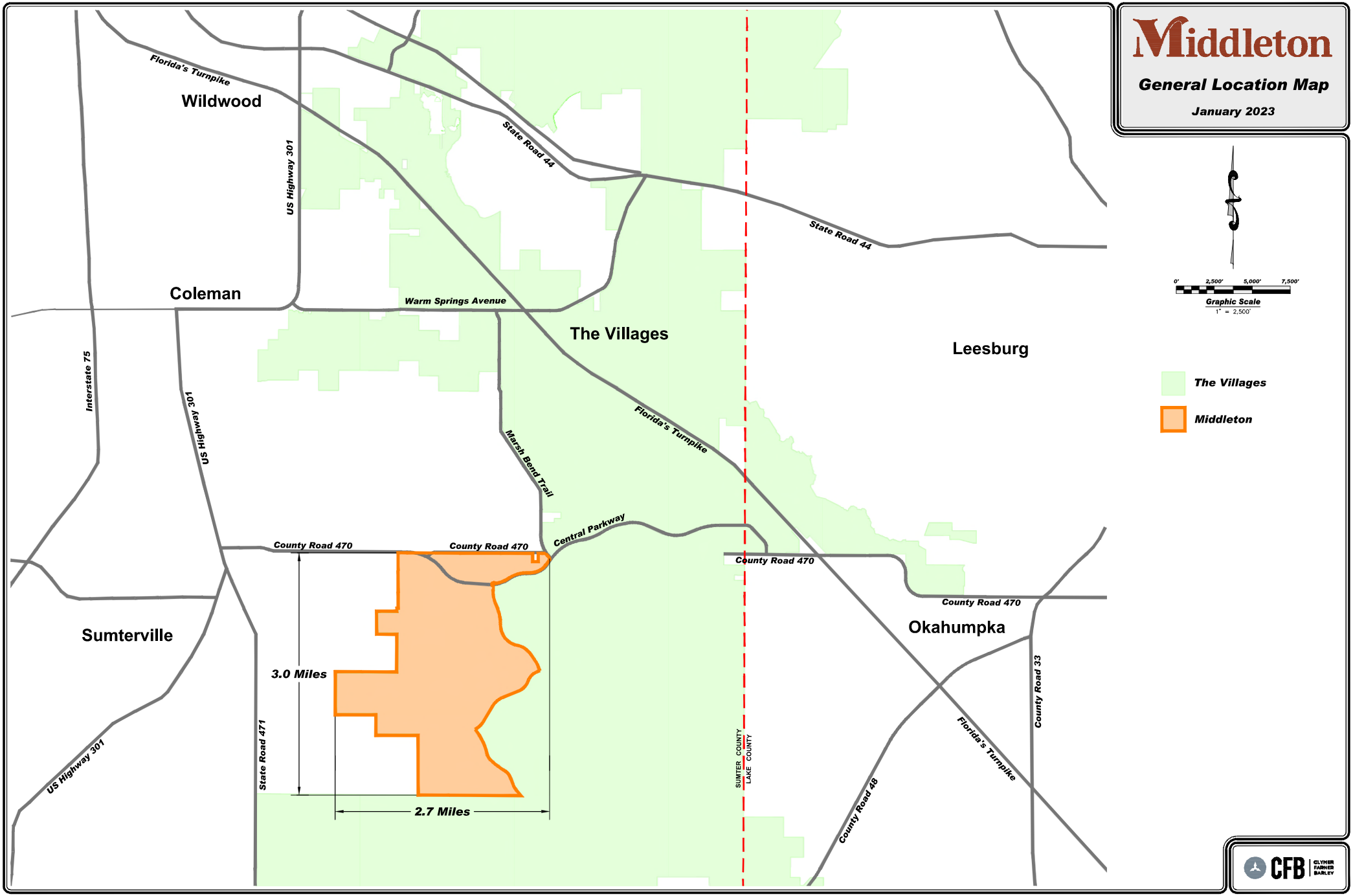
TRACT TABLE		
TRACT	SQ FT	ACREAGE
A	7,336	0.168
B	30,134	0.692
C	151,705	3.483
D	103,394	2.374
F	2,007	0.046
F	982	0.023
G	1,867	0.043
H	513	0.012
I	41	0.001
J	218,541	5.017
K	89,837	2.062
L	114,954	2.639
M	54,842	1.259
N	205,140	4.709
O	70	0.002
P	75	0.002
Q	70	0.002
R	2,630	0.060
S	2,819	0.065
T	973	0.022

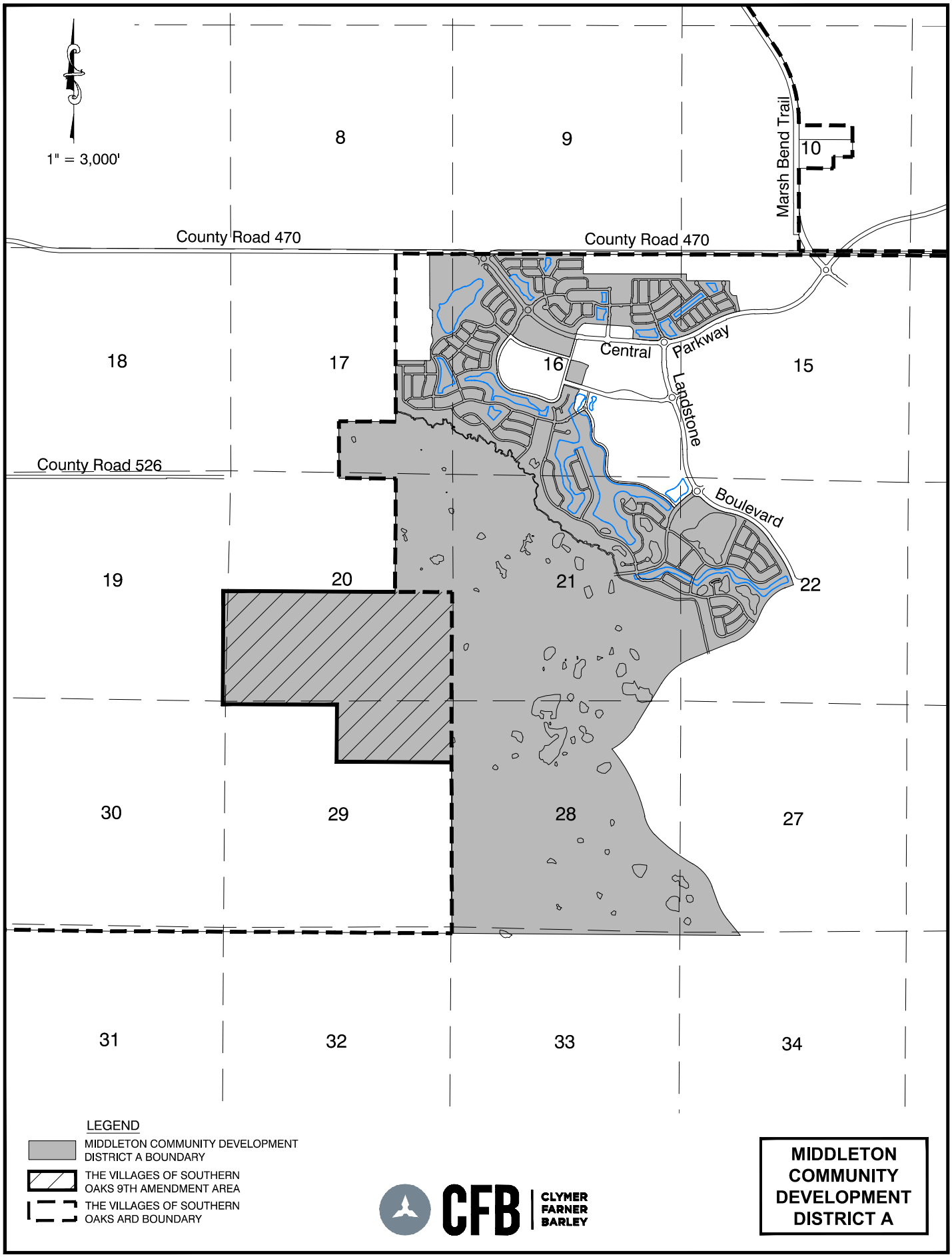
PREPARED BY:

CFB CLYMER FARNER BARLEY SURVEYING
4450 NE 83RD ROAD - WILDWOOD, FL 34785
(352) 748-3126 LB8498

Exhibit F

LOCATION MAP


Middleton
General Location Map
January 2023
Florida's Turnpike
Wildwood
US Highway 301
State Road 44
State Road 44
Coleman
Warm Springs Avenue
The Villages
Leesburg
Interstate 75
US Highway 301
Marsh Bend Trail
Florida's Turnpike
Central Parkway
County Road 470
County Road 470
County Road 470
County Road 470
Sumterville
Okahumpka
3.0 Miles
2.7 Miles
State Road 471
US Highway 301
SUMTER COUNTY
LAKE COUNTY
County Road 48
Florida's Turnpike
County Road 33
0'
2,500'
5,000'
7,500'
Graphic Scale
1" = 2,500'
The Villages
Middleton
CFB
CLYMER FARMER BARLEY



THE VILLAGES OF SOUTHERN OAKS ARD

EXHIBIT 2

Exhibit G

PLANS OF CDD PROPERTY

AGENCY	PERMIT #	SUBMITTED	STATUS
CITY OF WILDWOOD		3-22-2022	UNDER REVIEW
SWFWMD			TO BE SUBMITTED
FDEP NPDES			TO BE SUBMITTED
FDEP WATER			
FDEP SEWER			

DATE	REVISIONS	BY
06-15-2022	CITY OF WILDWOOD - RAI #1	BJC

Stephen M. campbell

Digitally signed by Stephen M. campbell
Date: 2022.06.16 10:18:23 -04'00'

The Villages®

© Holding Company of The Villages, Inc., All Rights Reserved

IMPROVEMENT PLANS FOR VILLAGES OF SOUTHERN OAKS CSD RECREATION CENTER #2 VOSO # 100065

PLANS REVIEWED BY CITY OF WILDWOOD DEVELOPMENT SERVICES DEPARTMENT

☒ APPROVED
☐ APPROVED WITH CONDITIONS
☐ DENIED

APPROVED
By Kyla Luna at 8:33 am, Jun 28, 2022

LEGAL DESCRIPTION

A PORTION OF SECTION 16 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 16; THENCE RUN SOUTH 0°13'26" WEST ALONG THE EAST LINE OF SECTION 16, A DISTANCE OF 4030.72 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°46'35" WEST, A DISTANCE OF 3003.40 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A 825.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°09'46" WEST AND A CHORD LENGTH OF 46.46 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°13'36", AN ARC DISTANCE OF 46.47 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 13°26'34" WEST, A DISTANCE OF 613.86 FEET TO A POINT OF CURVATURE OF A 825.00 FOOT RADIUS CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°42'37" WEST AND A CHORD LENGTH OF 151.48 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°32'05", AN ARC DISTANCE OF 151.69 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 23°58'39" WEST, A DISTANCE OF 91.14 FEET TO A POINT OF CURVATURE OF A 675.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 4°19'40" WEST AND A CHORD LENGTH OF 454.39 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°19'58", AN ARC DISTANCE OF 463.38 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 88°58'06" WEST, A DISTANCE OF 83.97 FEET TO A POINT ON 60.67 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 39°46'53" WEST AND A CHORD LENGTH OF 76.03 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°24'40", AN ARC DISTANCE OF 408.22 FEET TO A POINT ON A 83.72 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 62°08'58" WEST AND A CHORD LENGTH OF 50.01 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°39'33", AN ARC DISTANCE OF 151.82 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 46°57'35" WEST, A DISTANCE OF 142.85 FEET; THENCE RUN NORTH 48°58'29" EAST, A DISTANCE OF 230.63 FEET TO A POINT OF CURVATURE OF A 525.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°04'03" EAST AND A CHORD LENGTH OF 305.37 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°48'53", AN ARC DISTANCE OF 309.84 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 13°09'36" EAST, A DISTANCE OF 547.06 FEET TO A POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°27'25" EAST AND A CHORD LENGTH OF 28.43 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°35'38", AN ARC DISTANCE OF 31.62 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 76°37'21" EAST, A DISTANCE OF 48.56 FEET TO A POINT ON A 25.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 33°12'16" EAST AND A CHORD LENGTH OF 34.37 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°30'24", AN ARC DISTANCE OF 37.89 FEET TO THE POINT OF BEGINNING.

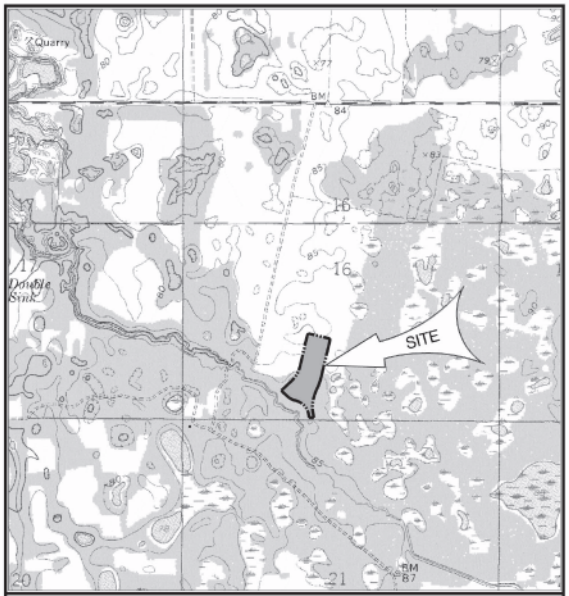
SAID LANDS CONTAINING 11.333 ACRES, MORE OR LESS.

NOTE:

THE LEGAL DESCRIPTION PROVIDED HEREON IS FOR PERMITTING AND/OR CONSTRUCTION PURPOSES ONLY AND SHOULD NOT BE USED FOR TRANSFER OF RIGHT, TITLE OR INTEREST.

Sheet List Table

Sheet Number	Sheet Title
01	COVER
02	MASTER DEVELOPMENT PLAN
03	SITE PLAN
04	GRADING PLAN
05	DRAINAGE PLAN
06	UTILITY PLAN
EC-01	EROSION CONTROL PLAN



VICINITY MAP

1" = 1000'

SECTION 16 AND 21; TOWNSHIP 20 SOUTH; RANGE 23 EAST
SUMTER COUNTY, FLORIDA
VERTICAL DATUM - NAVD 1988

NOTES:

1. THE STANDARD DETAILS FOR THIS PROJECT SHALL BE FOUND IN "THE VILLAGES, CONSTRUCTION & DEVELOPMENT MANUAL", DATED FEBRUARY 1, 2019, PREPARED BY DZURO & ASSOCIATES, OR AS AMENDED BY THESE PLANS.
2. THE STORMWATER MANAGEMENT SYSTEM SHALL BE OWNED AND MAINTAINED BY DEVELOPER, EXCEPT FOR THE STORMWATER MANAGEMENT SYSTEMS WITHIN THE DEDICATED RIGHT OF WAY, WHICH WILL BE OWNED AND MAINTAINED BY CITY OF WILDWOOD.
3. ALL UTILITY CONSTRUCTION SHALL BE TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND GIBSON PLACE UTILITY COMPANY (GPU) REQUIREMENTS.
4. ALL WATER AND SANITARY SEWER UTILITIES WITHIN UTILITY EASEMENTS SHALL BE OWNED & MAINTAINED BY GPU.
5. ALL IRRIGATION UTILITIES SHALL BE OWNED AND MAINTAINED BY GIBSON PLACE WATER CONSERVATION AUTHORITY (GPWCA).
6. THIS PROJECT BOUNDARY IS WITHIN THE VOSO PHASE 11A STORMWATER EARTHWORKS MODIFICATION PROJECT (SWFWMD ERP NO. 43044863.014), WHICH INCLUDES EROSION CONTROL MEASURES. 1
7. THIS PROJECT LIES WITHIN THE VILLAGES OF SOUTHERN OAKS, PHASE 11-A MASTER PLAN, AS APPROVED BY THE CITY OF WILDWOOD.

WATER AND WASTE WATER UTILITIES
GIBSON PLACE UTILITY COMPANY (GPU)
3619 KIESSEL ROAD
THE VILLAGES, FL 32163
(352) 753-6260

ELECTRICAL POWER UTILITIES
SUMTER ELECTRIC
COOPERATIVE, INC. (SECO)
330 SOUTH US HIGHWAY 301
SUMTERVILLE, FL 33585
(352) 793-3801

IRRIGATION UTILITIES
GIBSON PLACE WATER CONSERVATION
AUTHORITY (GPWCA)
3619 KIESSEL ROAD
THE VILLAGES, FL 32163
(352) 752-6360

SOLID WASTE COLLECTION
CITY OF WILDWOOD APPROVED FRANCHISE

CABLE TELEVISION/INTERNET
NEXT LINK COMMUNICATION, LLC
4450 NE 83RD ROAD
WILDWOOD, FL 34785
TOM MCDONOUGH, MANAGER
(352) 753-6219

LANDSCAPE ARCHITECT
MICHAEL PAPE AND ASSOCIATES, P.A.
2361 SE 17TH STREET
OCALA, FL 34471
SUZANNE STANCIL
(352) 351-3600

NATURAL GAS UTILITIES
CITY OF LEESBURG - GAS
306 S 6TH STREET
LEESBURG, FL 34736
BILLIE SHELL
(352) 728-9840

OWNER	APPLICANT	ENGINEER	SURVEYOR
BUFFALO HIDE AND CATTLE COMPANY, LLC 3619 KIESSEL RD. THE VILLAGES, FL 32163 MARTIN L. DZURO, ITS MANAGER	THE VILLAGES DEVELOPMENT COMPANY, LLC BY: VDC MANAGER, LLC 3801 KIESSEL ROAD THE VILLAGES, FL 32163 MARTIN L. DZURO, ITS MANAGER	CLYMER FARNER BARLEY, Inc. 4450 NE 83RD ROAD WILDWOOD, FL 34785 STEPHEN M. CAMPBELL, PE FL. LIC. NO. 83530 (352) 748-3126	CLYMER FARNER BARLEY, Inc. 4450 NE 83RD ROAD WILDWOOD, FL 34785 KAYE JAMESON, PSM FL. REG. NO. 5912 (352) 748-3126

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

CFB CLYMER FARNER BARLEY

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB-Inc.COM CA #4709

CSD RECREATION CENTER #2

BY	REVISIONS	DATE

CFB | CLYMER FARNER BARLEY

CLYMER FARNER BARLEY, Inc.
4450 NE 63RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-ALLOIE.COM CA #4798

MASTER DEVELOPMENT PLAN

VILLAGES OF SOUTHERN OAKS
CSD RECREATION CENTER #2
VOSO # 100065

SAVE DATE	8/15/2022
DRAWN BY	EMD
CHECKED BY	SMC
PROJECT #	E1405S.0253
FILE NAME	

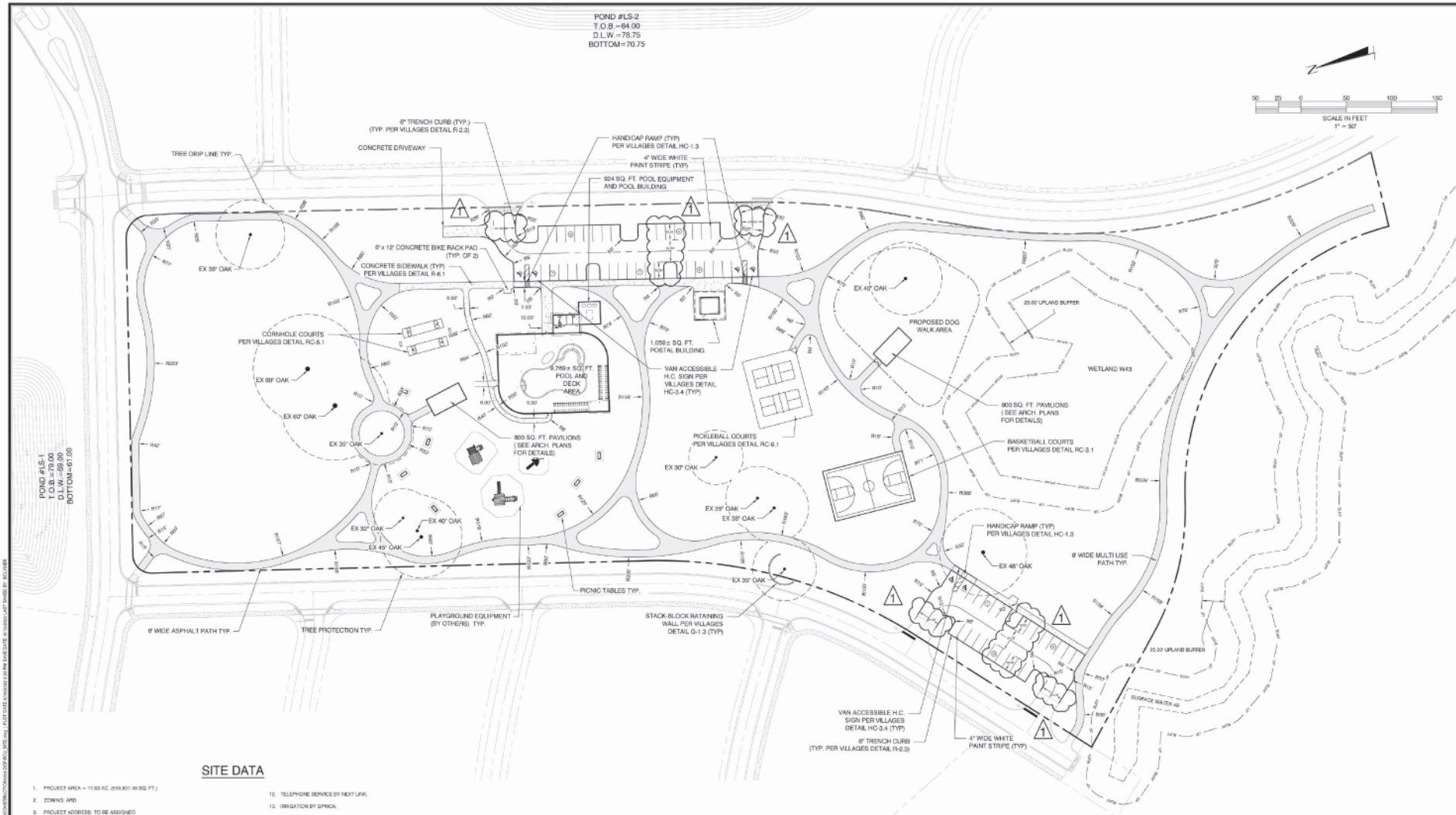
SHEET NUMBER 02

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

APPROVED
By Kyla Luna at 8:34 am, Jun 28, 2022

SCALE IN FEET
1" = 200'

S:\SURF\SALA\DESIGN\SITE PLANS\REC CENTER PARK MODIFICATION CENTER PAR #2\100065\DWG\DESIGN\TD\100065 COP-02.MD.dwg 1:1, LOT DATE: 6/15/2022 3:39 PM SAVE DATE: 6/15/2022 LAST SAVED BY: SCOLVARD



SITE DATA

1. PROJECT AREA = 11.89 AC. (518,801.48 SQ. FT.)
2. ZONING: ARD
3. PROJECT ADDRESS: TO BE ASSIGNED
4. BUILDING TYPE:
   POSTAL BUILDING - ONE STORY (16' HEIGHT, CONCRETE BLOCK (1,058 SQ. FT.)
   POOL BUILDING - ONE STORY (16' HEIGHT, CONCRETE BLOCK (324 SQ. FT)
   POOL EQUIPMENT BUILDING - ONE STORY (10' HEIGHT, CONCRETE BLOCK (550 SQ. FT)
   PAVILION 1 - ONE STORY OPEN SIDED 16' HEIGHT (800 SQ. FT.)
   PAVILION 2 - ONE STORY OPEN SIDED 16' HEIGHT (800 SQ. FT.)
5. BUILDING SETBACK: 0FT. FROM PROPERTY OWNED BY DEVELOPER
6. PARKING DATA:
   REQUIRED PARKING: 1 SPACE/300 SQ.FT
   3,982/300 = 12
   STANDARD PARKING SPACES (PROVIDED):
   10' x 18' SPACES = 83
   HANDICAP PARKING SPACES (PROVIDED):
   12' x 18' = 6
   TOTAL PARKING PROVIDED: 89 SPACES
   HANDICAP PARKING SPACES (REQUIRED): 3 SPACES
7. ENGINEER/SURVEYOR: CLYMER, FARNER, BARLEY, INC.
   4450 NE 83RD ROAD
   WILDWOOD, FL 34785
   (352) 748-3120
8. PERMITTING AGENCIES
   - CITY OF WILDWOOD - SWFWMD
9. WATER AND SANITARY SEWER PROVIDED BY GPU.
10. UNDERGROUND ELECTRICAL TRANSMISSION SYSTEM PROVIDED BY SECO.
11. SOLID WASTE BY CITY OF WILDWOOD APPROVED FRANCHISE.
12. TELEPHONE SERVICE BY NEXT LINK.
13. IRRIGATION BY SPRICA.
14. GAS PROVIDED/SERVICED BY THE CITY OF LEESBURG
15. LOCATED IN SECTION 16 AND 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST
    WILDWOOD, SUMTER COUNTY, FLORIDA
16. MONUMENT SIGN SETBACKS PER HOA AGREEMENT.
17. AREAS FOR TOTAL SITE (BASED ON FOOTPRINT, NOT INTERIOR SQ. FOOTAGE)

PROPOSED POSTAL BUILDINGS	= 1,058 SQ. FT. (0.02 AC.) 0.20%
PROPOSED PAVILION	= 1,600 SQ. FT. (0.04 AC.) 0.30%
PROPOSED POOL BUILDINGS	= 324 SQ. FT. (0.01 AC.)0.06%
PROPOSED POOL EQUIPMENT BUILDINGS	= 686 SQ. FT. (0.01 AC.) 0.11%
PROPOSED PED. PATH	= 38,023 SQ. FT. (0.86 AC.) 7.41%
PROPOSED SIDEWALKS	= 4,927 SQ. FT. (0.11 AC.) 0.94%
POOL AREA	= 5,760 SQ. FT (0.33 AC.) 1.87%
PROPOSED ASPHALT	= 97,471 SQ. FT. (3.63 AC.) 5.28%
TOTAL IMPERVIOUS AREA	= 84,777 SQ. FT. (1.93 AC.) 16.20%
OPEN AREA	= 405,828 SQ. FT. (10.89 AC.) 83.78%
PROJECT AREA	=518,601 SQ. FT. (11.89 AC.) 100%

18. PER FIRM MAP 12119C0335E, DATED 06-05-2009, A PORTION OF THIS SITE LIES WITHIN AN AE FLOODPLAIN WITH A 100 YR. FLOODPLAIN ELEVATION OF 80.6. FINISH FLOOR ELEVATION OF ENCLOSED BUILDINGS PROPOSED BY THIS PLAN ARE 86.5 AND 86.10.

NOTES:

1. BEFORE DIGGING, IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE UNDERGROUND UTILITIES LOCATED FOR PROTECTION, SO AS NOT TO DISTURB ANY UTILITIES REMAINING ON AND/OR OFF SITE.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ANY EXISTING UTILITIES IN CONFLICT WITH THIS PROPOSED SITE PLAN AND TO COORDINATE RELOCATION WITH RESPECTIVE UTILITY PROVIDERS.
3. ALL RADII ARE 5' UNLESS INDICATED OTHERWISE.
4. ALL DIMENSIONS SHOWN ARE TO CCF UNLESS INDICATED OTHERWISE.
5. ALL TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
6. ALL TRAFFIC FLOW ARROWS, STOP BARS, AND TRAFFIC SEPARATION CENTERLINES SHALL BE LEAD-FREE PAINT.
7. ALL HANDICAP ACCESSIBLE SIDEWALK ROUTES AND ALL SITE SIDEWALKS ARE NOT TO EXCEED A 2.00% MAXIMUM CROSS SLOPE WITH A MAXIMUM RUN SLOPE OF 5% NOT TO EXCEED 12:1 WITHOUT THE ADDITION OF A HANDICAP HANDRAIL SYSTEM ALONG THE WALKING PATH IN AREA OF MAX. SLOPE (GREATER THAN 5% BUT LESS THAN 12:1). IF DURING FINAL BUILDING CERTIFICATION ANY OF THESE AREAS ARE FOUND EXCEEDING ACCESSIBILITY LIMITS (MAXIMUM 2.00% CROSS SLOPE) FOR CERTIFICATE OF OCCUPANCY, IT SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR TO REMOVE AND REPLACE ALL AREAS FOUND TO BE UNACCEPTABLE BY INSPECTOR. THIS WORK SHALL BE COMPLETED WITH NO ADDITIONAL COST TO OWNER AND/OR DESIGNERS.
8. VERTICAL DATUM IS BASED ON NAVD 1988 AND REFERENCED TO 'S 603'.

APPROVED
By Kyla Luna at 8:34 am, Jun 28, 2022

= PROPOSED ASPHALT

= PROPOSED CONCRETE

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

REVISIONS			
DATE			BY
05/13/2022	1	CITY OF WILDWOOD RAI #1	BAC

CLYMER FARNER BARLEY
CFB
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3120
WWW.CFBINCLOSM.CA #4799

The Villages

VILLAGES OF SOUTHERN OAKS
CSD RECREATION CENTER #2
VOSO # 100065

SITE PLAN

SAVE DATE	5/13/2022
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1-00063.0720
FILE NAME	000 SHT RCD_SITE

SHEET NUMBER 03



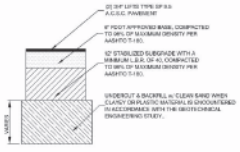
APPROVED
By Kyla Luna at 8:34 am, Jun 28, 2022

LEGEND

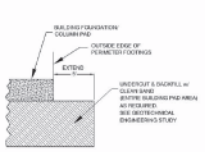
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- PROPOSED PAVEMENT ELEVATION
- PROPOSED TOP OF CURB ELEVATION
- PROPOSED PAVEMENT ELEVATION
- EXISTING ELEVATION
- DIRECTION OF DRAINAGE

NOTES:

1. ALL HANDICAP ACCESSIBLE PARKING SPACES, HANDICAP ACCESSIBLE SIDEWALK ROUTES, AND ALL SITE SIDEWALKS ARE NOT TO EXCEED A 2.00% MAXIMUM CROSS SLOPE. ALL SIDEWALKS ARE NOT TO EXCEED 5.00% LONGITUDINAL SLOPE, EXCEPT AT CURB RAMPS OR UNLESS OTHERWISE SHOWN. ALL HANDICAP PARKING SPACES ARE NOT TO EXCEED 2.00% LONGITUDINAL SLOPE. IF DURING FINAL BUILDING CERTIFICATION ANY OF THESE AREAS ARE FOUND EXCEEDING ACCESSIBILITY LIMITS (MAXIMUM 2.00%) FOR CERTIFICATE OF OCCUPANCY, IT SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR TO REMOVE AND REPLACE ALL AREAS FOUND TO BE UNACCEPTABLE BY INSPECTOR. THIS WORK SHALL BE COMPLETED WITH NO ADDITIONAL COST TO OWNER AND/OR DESIGNERS.



PARKING LOT PAVEMENT SECTION



BUILDING PAD SECTION

BY	REVISIONS	DATE
EAC	CITY OF WILDWOOD RAI #1	05/19/2022

CFB | CLYMER FARMER BARLEY

CLYMER FARMER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3160
WWW.CFB-INC.COM CA #4799

The Villages Engineering

VILLAGES OF SOUTHERN OAKS
CSD RECREATION CENTER #2
VOSO # 100065

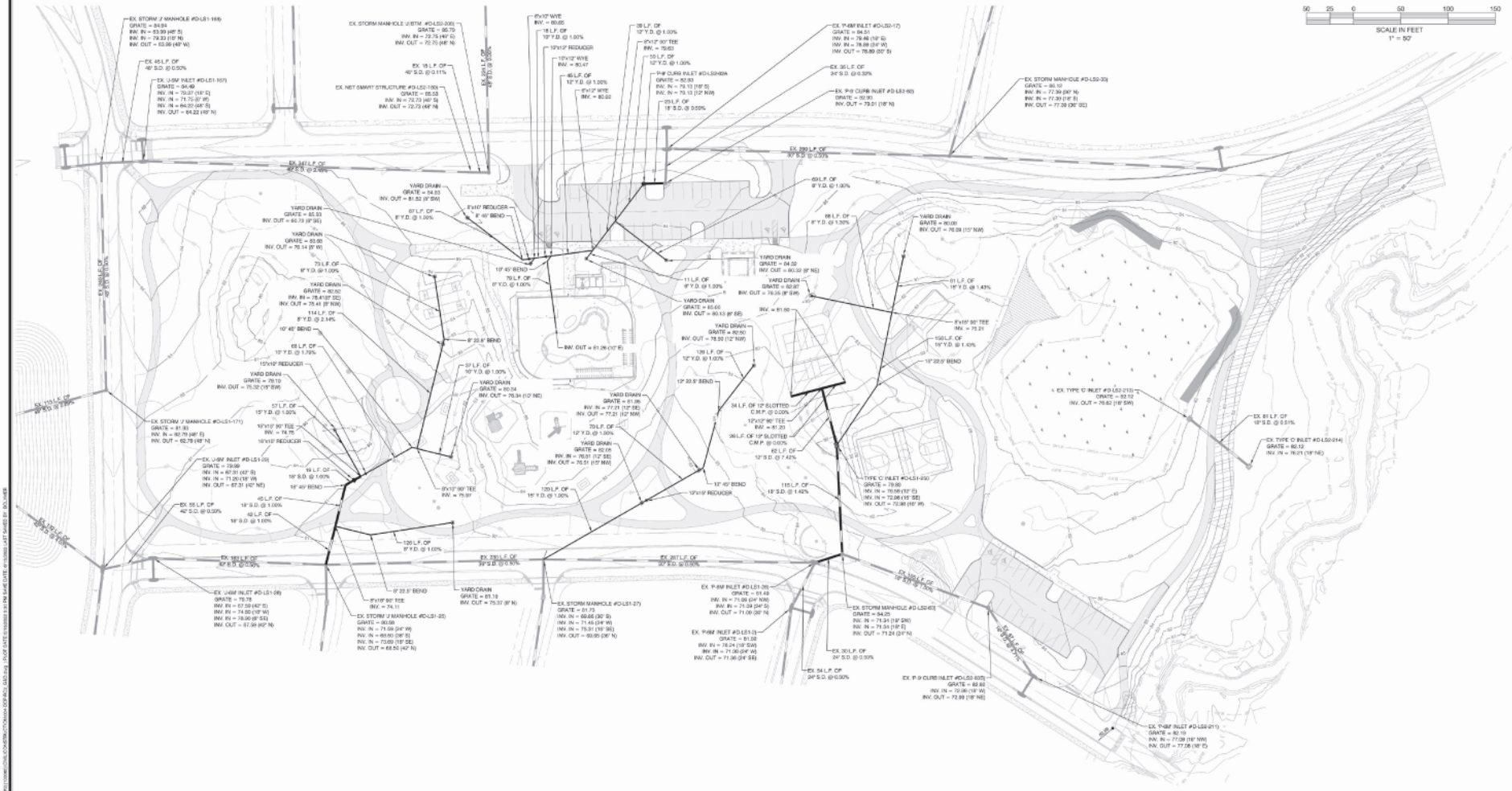
GRADING PLAN

SAVE DATE	5/15/2022
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1-0065 0750
FILE NAME	004 DCP RCD_082

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

SHEET NUMBER 04

S:\SHARED\LANDDTOWE.jp SITE PLANS\BAY CREEK PHASE 3B\DESIGN\CONSTRUCTION\004 DCP RCD_GRD.dwg - PLOT DATE: 5/19/2022 3:10 PM SAVE DATE: 5/19/2022 JUST SAVED BY: JDOLAHER



LEGEND

- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING INLET
- PROPOSED INLET
- PROPOSED MANHOLE
- EXISTING MANHOLE
- PROPOSED YARD DRAIN
- D-1 DRAINAGE STRUCTURE NUMBER (PROPOSED)

APPROVED
By Kyla Luna at 8:34 am, Jun 28, 2022

YARD DRAIN LEGEND

- 19" DUCTILE IRON YARD DRAIN
- 12" DUCTILE IRON YARD DRAIN
- ATRIUM GRATE YARD DRAIN

- DRAINAGE PIPING:
  (S.D.) STORM DRAIN PIPE
  (R.D.) ROOF DRAIN PIPE
  (Y.D.) YARD DRAIN PIPE
  SHALL BE F.D.O.T. APPROVED

REVISIONS | BY | DATE

CFB | CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3404
WWW.CFBINCCOM CA #4799

The Villages

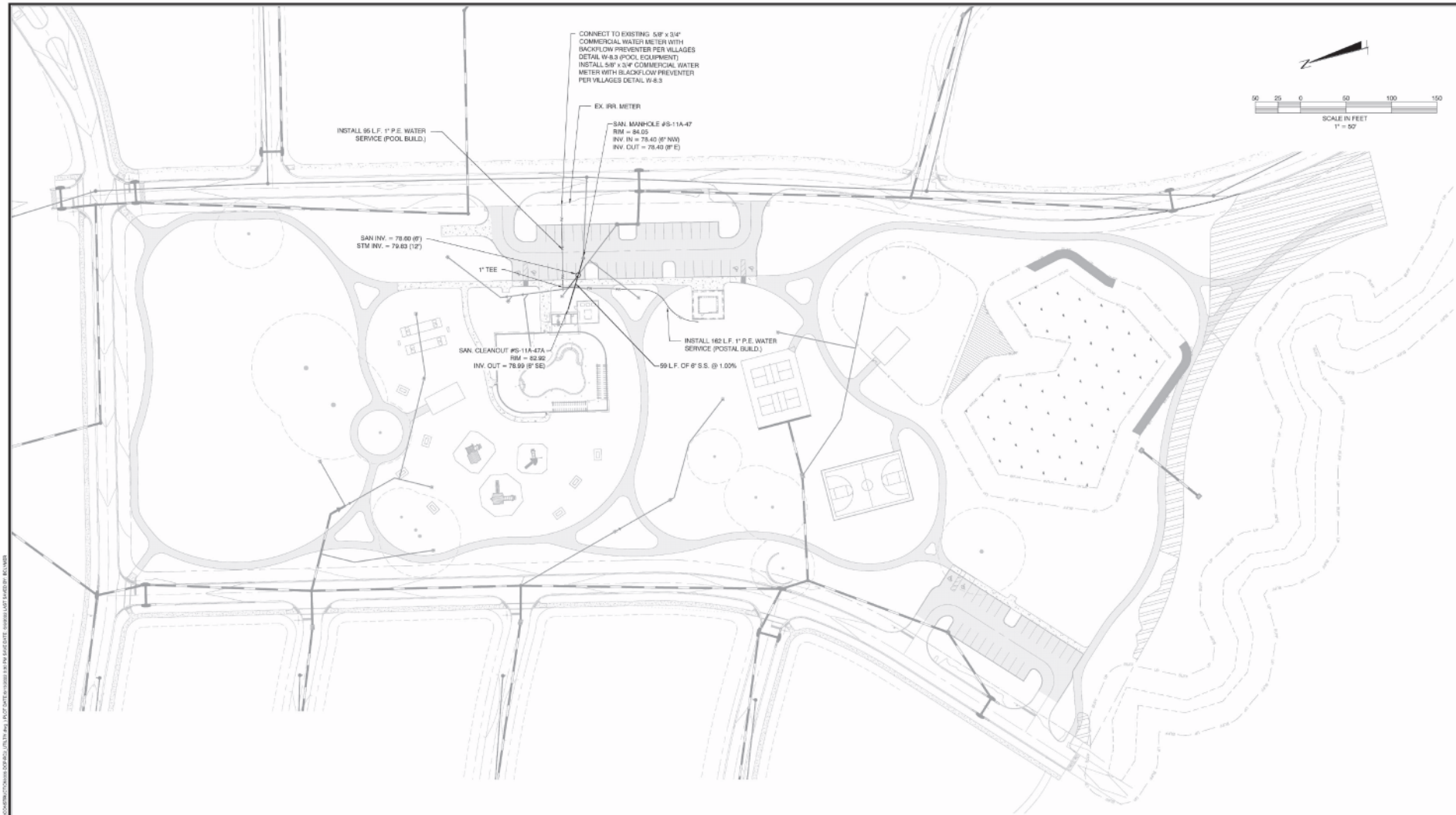
VILLAGES OF SOUTHERN OAKS
CSD RECREATION CENTER #2
VOSO # 100065

DRAINAGE PLAN

SAVE DATE	6/15/2022
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1-0063.0753
FILE NAME	004-DCP-RCD_082

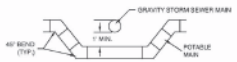
Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

SHEET NUMBER 05



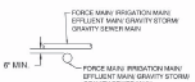
LEGEND

- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- EXISTING IRRIGATION MAIN
- PROPOSED IRRIGATION MAIN
- EXISTING VALVE
- PROPOSED VALVE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED WATER SERVICE
- FIRE DEPARTMENT CONNECTION (F.D.C.)
- EXISTING SANITARY SEWER
- EXISTING MANHOLE
- PROPOSED SANITARY SEWER
- PROPOSED MANHOLE
- SAMPLE POINT



POTABLE & STORM SEWER MAIN CROSSING

NOTE: CONTRACTOR SHALL USE PIPE DEFLECTION AND/OR FITTINGS TO ENSURE CLEARANCE REQUIREMENTS



NON-POTABLE PRESSURE MAIN CROSSING DETAIL

APPROVED
By Kyla Luna at 8:34 am, Jun 28, 2022

NOTE:

1. IT IS THE RESPONSIBILITY OF THE SITE CONTRACTOR TO CONSTRUCT ALL WATER SERVICES, WATER AND FIRE MAINS, AND SANITARY SEWER TRUNKS AND LATERAL SERVICES AS SHOWN ON THESE PLANS TO WITHIN 5 FT OF THE EXTERIOR WALL OF THE BUILDING.
2. ALL ON-SITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.
3. CONTRACTOR SHALL COORDINATE ALL UTILITY INSTALLATIONS WITH THE GIBSON PLACE UTILITY COMPANY.
4. CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE GIBSON PLACE UTILITY COMPANY 2 WEEKS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO ANY MATERIALS BEING DELIVERED ON-SITE.

BY	DATE	REVISIONS

CFB | CLYMER FARMER BARLEY

CLYMER FARMER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3160
WWW.CFB-INC.COM CA #4799

The Villages Regional

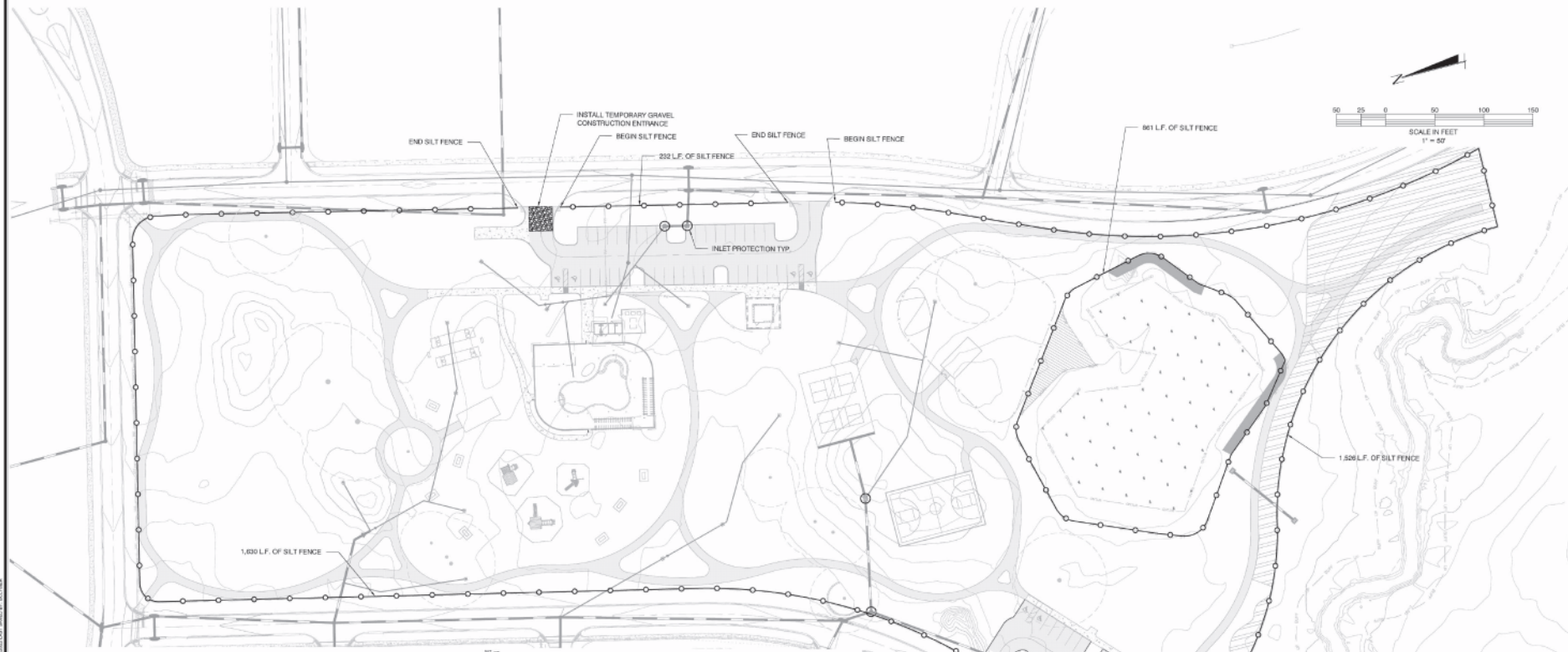
VILLAGES OF SOUTHERN OAKS
CSD RECREATION CENTER #2
VOSO # 100065

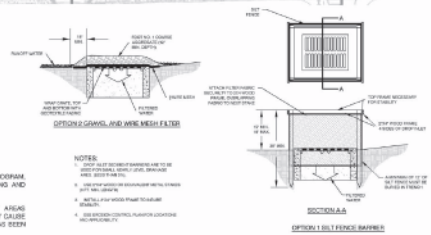
UTILITY PLAN

SAVE DATE	6/6/2022
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1-0063.0753
FILE NAME	03-COPIED UTILITY

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

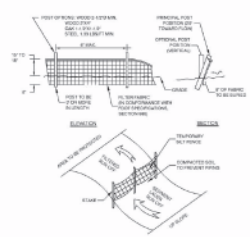
SHEET NUMBER 06





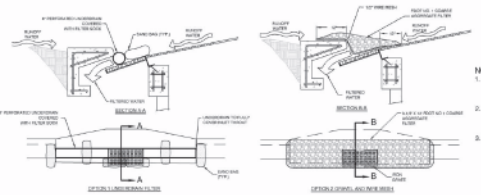
DROP INLET SEDIMENT FILTER DETAIL

N.T.S.



FLORIDA DOT TYPE III SILT FENCE AND EROSION CONTROL

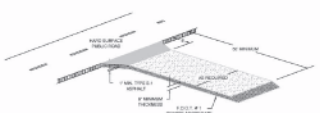
NOT TO SCALE



NOTES:
1. DIMENSIONS OF SEDIMENT FILTER DETAILS MAY BE ADJUSTED FOR TYPE 'B' CURB INLET TOPS.
2. PRE-MANUFACTURED INLET SOCK MAY BE SUBSTITUTED IF APPROVED BY THE ENGINEER.
3. SEE EROSION CONTROL PLAN FOR LOCATION AND APPLICABILITY.

CURB INLET SEDIMENT FILTER DETAIL

NOT TO SCALE



GRAVEL CONSTRUCTION ENTRANCE

NOT TO SCALE

NOTE:
THE EROSION CONTROL MEASURES SHOWN ON THIS PLAN ARE, IN THE OPINION OF THE ENGINEER, THE MINIMUM THAT MAY BE REQUIRED. ACTUAL FIELD CONDITIONS MAY REQUIRE EITHER ADDITIONAL OR REDUCED EROSION CONTROL MEASURES TO BE IMPLEMENTED. THE CONTRACTOR IS DIRECTED TO FOLLOW STANDARD BEST MANAGEMENT PRACTICES IN IMPLEMENTING A SUCCESSFUL EROSION CONTROL PLAN.

APPROVED
By Kyla Luna at 8:34 am, Jun 28, 2022

NOTES:

1. THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM, WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF-SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT.
2. TEMPORARY EROSION CONTROL TO BE UTILIZED DURING CONSTRUCTION AT AREAS DESIGNATED BY THE ENGINEER OR AREAS ON-SITE WHERE UNSTABILIZED GRADES MAY CAUSE EROSION PROBLEMS. EROSION CONTROL MAY BE REMOVED AFTER UPSLOPE AREA HAS BEEN STABILIZED BY SOD, OR COMPACTED, AS DETERMINED BY THE OWNER.
3. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICAL TIME, CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES, AND WATER RESOURCES.
4. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICAL, EFFECTIVE, AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENCY IN LIEU OF PERMANENT MEASURES.
5. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT.
6. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.
7. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
8. MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCKPILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATERCOURSE BY RUNOFF OR HIGH WATER.
9. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED, AND SEEDED.
10. SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).
11. SILT FENCE TO REMAIN IN PLACE UNTIL FINISH GRADING FOR THE LANDSCAPING IS UNDER WAY.
12. PROTECT ALL CURB INLETS & GRATE INLETS AS SHOWN IN DETAILS SD-26 & SD-27 OF THE VILLAGES CONSTRUCTION & DEVELOPMENT MANUAL, LATEST EDITION.

REVISIONS | BY | DATE

CFB | CLYMER FARMER BARLEY
CLYMER FARMER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-0234
WWW.CFB-ENGR.COM CA #4799

The Villages Projects

VILLAGES OF SOUTHERN OAKS
CSD RECREATION CENTER #2
VOSO # 100065

EROSION CONTROL PLAN

SAVE DATE	6/9/2022
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1-0063.0753
FILE NAME	000 ECP VOS_EROSION

SHEET NUMBER EC-01

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

S:\SHARED\PROJECTS\VOSO\E1-0063.0753_CSD_REC_CENTER_PH4_RECREATION_CENTER\DWG\CIVIL\CONSTRUCTION\VOSO_ECP.DWG, EROSION, kyla.luna, 6/28/2022 8:31:39 PM, SAVE DATE: 6/9/2022, LAST SAVED BY: SCHUMER

AGENCY	PERMIT #	SUBMITTED	STATUS
CITY OF WILDWOOD			
SWFWMD			
FDEP NPDES			
FDEP WATER			
FDEP SEWER			

Stephen M. campbell
Digitally signed by Stephen M. campbell
Date: 2023.03.07 13:38:43 -05'00'

DATE	REVISIONS	BY

Middleton

MAJOR SITE PLAN FOR VILLAGES OF SOUTHERN OAKS KEWADIN PARK VOSO # 100100

PLANS REVIEWED BY CITY OF WILDWOOD DEVELOPMENT SERVICES DEPARTMENT

- [X] APPROVED
- [ ] APPROVED WITH CONDITIONS
- [ ] DENIED

LEGAL DESCRIPTION

A PORTION OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST, LYING IN SUMTER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE RUN NORTH 89°45'34" WEST ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 671.61 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°00'00" EAST, A DISTANCE OF 936.86 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 48°42'04" EAST, A DISTANCE OF 256.55 FEET TO A POINT OF CURVATURE OF A 217.50 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 62°16'30" EAST AND A CHORD LENGTH OF 102.09 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°08'52", AN ARC DISTANCE OF 103.06 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 75°50'56" EAST, A DISTANCE OF 25.37 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 31°49'09" EAST AND A CHORD LENGTH OF 34.75 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°03'34", AN ARC DISTANCE OF 38.42 FEET TO A POINT ON A 1237.98 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 2°07'45" WEST AND A CHORD LENGTH OF 430.61 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°02'10", AN ARC DISTANCE OF 432.81 FEET TO A POINT ON A 370.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 3°19'04" WEST AND A CHORD LENGTH OF 144.62 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°32'22", AN ARC DISTANCE OF 145.55 FEET; THENCE RUN NORTH 75°24'45" WEST, A DISTANCE OF 53.86 FEET; THENCE RUN NORTH 13°02'20" WEST, A DISTANCE OF 72.85 FEET; THENCE RUN NORTH 24°43'38" WEST, A DISTANCE OF 124.25 FEET; THENCE RUN NORTH 20°17'17" WEST, A DISTANCE OF 102.37 FEET; THENCE RUN NORTH 53°31'04" WEST, A DISTANCE OF 63.88 FEET; THENCE RUN NORTH 83°50'16" WEST, A DISTANCE OF 57.27 FEET; THENCE RUN NORTH 69°20'59" WEST, A DISTANCE OF 89.36 FEET; THENCE RUN NORTH 61°20'48" WEST, A DISTANCE OF 71.94 FEET; THENCE RUN NORTH 22°00'17" WEST, A DISTANCE OF 92.96 FEET; THENCE RUN NORTH 28°00'04" EAST, A DISTANCE OF 51.23 FEET; THENCE RUN SOUTH 78°51'22" EAST, A DISTANCE OF 65.83 FEET; THENCE RUN NORTH 47°10'40" EAST, A DISTANCE OF 102.62 FEET; THENCE RUN NORTH 00°44'55" EAST, A DISTANCE OF 96.44 FEET; THENCE RUN NORTH 29°12'44" WEST, A DISTANCE OF 55.80 FEET; THENCE RUN NORTH 25°04'32" WEST, A DISTANCE OF 78.93 FEET; THENCE RUN NORTH 64°35'28" EAST, A DISTANCE OF 43.90 FEET TO THE POINT OF BEGINNING.

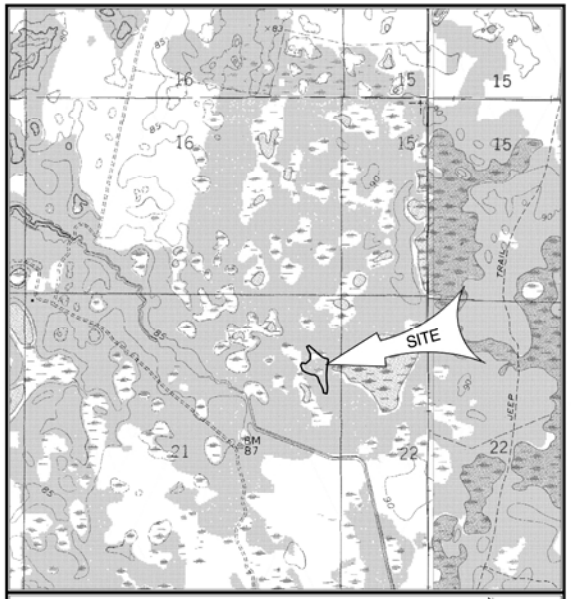
SAID LANDS CONTAINING 3.892 ACRES, MORE OR LESS.

NOTE:

THE LEGAL DESCRIPTION PROVIDED HEREON IS FOR PERMITTING AND/OR CONSTRUCTION PURPOSES ONLY AND SHOULD NOT BE USED FOR TRANSFER OF RIGHT, TITLE OR INTEREST.

Sheet List Table	
Sheet Number	Sheet Title
01	COVER
02	MASTER DEVELOPMENT PLAN
03	SITE PLAN
04	GRADING AND DRAINAGE PLAN
05	UTILITY PLAN
EC-01	EROSION CONTROL PLAN

APPROVED
By Shaun Raja at 3:59 pm, Apr 19, 2023



VICINITY MAP
1" = 1000'

SECTION 21; TOWNSHIP 20 SOUTH; RANGE 23 EAST
SUMTER COUNTY, FLORIDA
VERTICAL DATUM - NAVD 1988

NOTES:

1. THE STANDARD DETAILS FOR THIS PROJECT SHALL BE FOUND IN "THE VILLAGES, CONSTRUCTION & DEVELOPMENT MANUAL", DATED JULY, 2022, OR AS AMENDED BY THESE PLANS.
2. THE STORMWATER MANAGEMENT SYSTEM SHALL BE OWNED AND MAINTAINED BY DEVELOPER, EXCEPT FOR THE STORMWATER MANAGEMENT SYSTEMS WITHIN THE DEDICATED RIGHT OF WAY, WHICH WILL BE OWNED AND MAINTAINED BY CITY OF WILDWOOD.
3. ALL UTILITY CONSTRUCTION SHALL BE TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND GIBSON PLACE UTILITY COMPANY (GPU) REQUIREMENTS.
4. ALL WATER AND SANITARY SEWER UTILITIES WITHIN UTILITY EASEMENTS SHALL BE OWNED & MAINTAINED BY GPU.
5. ALL IRRIGATION UTILITIES SHALL BE OWNED AND MAINTAINED BY GIBSON PLACE WATER CONSERVATION AUTHORITY (GPWCA).
6. THIS PROJECT BOUNDARY IS WITHIN THE VOSO STORMWATER EARTHWORKS - PHASE 11-A MODIFICATION NO. 3 PROJECT (SWFWMD PERMIT NO. 43044863.079), WHICH INCLUDES EROSION CONTROL MEASURES.
7. THIS PROJECT LIES WITHIN THE VILLAGES OF SOUTHERN OAKS; PHASE11-A MASTER PLAN, AS APPROVED BY THE CITY OF WILDWOOD.
8. BEARINGS AND COORDINATES ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT, AS A REFERENCE FOR THIS SKETCH, THE NORTH LINE OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST HAS A BEARING OF NORTH 89°52'59" WEST.
9. ELEVATIONS DEPICTED HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

WATER AND WASTE WATER UTILITIES
GIBSON PLACE UTILITY COMPANY (GPU)
3619 KIESSEL ROAD
THE VILLAGES, FL 32163
(352) 753-6260

ELECTRICAL POWER UTILITIES
SUMTER ELECTRIC
COOPERATIVE, INC. (SECO)
330 SOUTH US HIGHWAY 301
SUMTERVILLE, FL 33585
(352) 793-3801

IRRIGATION UTILITIES
GIBSON PLACE WATER CONSERVATION
AUTHORITY (GPWCA)
3619 KIESSEL ROAD
THE VILLAGES, FL 32163
(352) 752-6360

SOLID WASTE COLLECTION
CITY OF WILDWOOD APPROVED FRANCHISE

CABLE TELEVISION/INTERNET
NEXT LINK COMMUNICATION, LLC
4450 NE 83RD ROAD
WILDWOOD, FL 34785
TOM MCDONOUGH, MANAGER
(352) 753-6219

LANDSCAPE ARCHITECT
MICHAEL PAPE AND ASSOCIATES, P.A.
2351 SE 17TH STREET
OCALA, FL 34471
SUZANNE STANCIL
(352) 351-3500

NATURAL GAS UTILITIES
CITY OF LEESBURG - GAS
306 S 6TH STREET
LEESBURG, FL 34738
BILLIE SHELL
(352) 728-9840

OWNER / APPLICANT
THE VILLAGES DEVELOPMENT COMPANY, LLC
BY: VDC MANAGER, LLC
3601 KIESSEL ROAD
THE VILLAGES, FL 32163
MARTIN L. DZURO, ITS MANAGER
(352)753-6260

ENGINEER
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD ROAD
WILDWOOD, FL 34785
STEPHEN M. CAMPBELL, PE
FL. LIC. NO. 83530
(352) 748-3126

SURVEYOR
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD ROAD
WILDWOOD, FL 34785
KAYE JAMESON, PSM
FL. REG. NO. 5912
(352) 748-3126

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

CFB CLYMER FARNER BARLEY

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126

KEWADIN PARK



APPROVED
By Shaun Raja at 3:59 pm, Apr 19, 2023

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

BY	DATE	REVISIONS

CFB | CLYMER FARMER BAILEY
CLYMER FARMER BAILEY, Inc.
4400 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3199

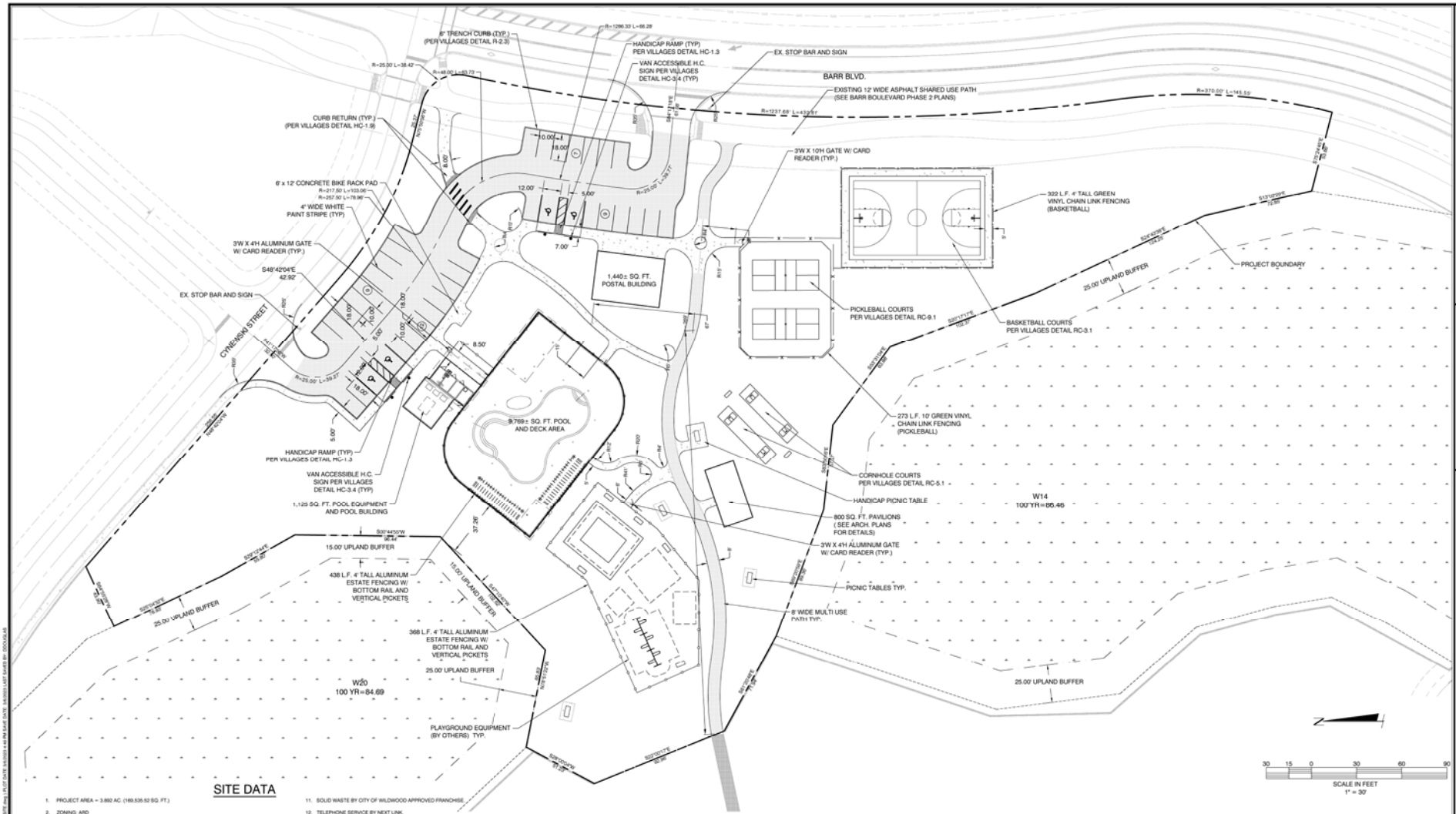
The Villages Project

VILLAGES OF SOUTHERN OAKS
KEWADIN PARK
VOSO # 100100

MASTER DEVELOPMENT PLAN

SAVE DATE	3/3/2023
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1606.0609
FILE NAME	VOS-CSD-RCA_MD

SHEET NUMBER 02



SITE DATA

1. PROJECT AREA = 3.892 AC. (169,535.52 SQ. FT.)
2. ZONING: ARD
3. PROJECT ADDRESS: TO BE ASSIGNED
4. BUILDING TYPE:
   POOL BUILDING - ONE STORY (16' HEIGHT, CONCRETE BLOCK (525 SQ. FT.)
   POOL EQUIPMENT BUILDING - ONE STORY (16' HEIGHT, CONCRETE BLOCK (600 SQ. FT.)
   PAVILION - ONE STORY OPEN SIDED (16' HEIGHT, (800 SQ. FT.)
   POSTAL BUILDING - ONE STORY (16' HEIGHT, CONCRETE BLOCK (1,440 SQ. FT.)
5. BUILDING SETBACK: 0FT. FROM PROPERTY OWNED BY DEVELOPER
6. PARKING DATA:
   REQUIRED PARKING: 1 SPACE/300 SQ.FT
   3,365 / 300 =11
   STANDARD PARKING SPACES (PROVIDED):
   10' x 18' SPACES = 33
   HANDICAP PARKING SPACES (PROVIDED):
   12' x 18' = 4
   TOTAL PARKING PROVIDED: 37 SPACES
   HANDICAP PARKING SPACES (REQUIRED): 2 SPACES
7. ENGINEER/SURVEYOR: CLYMER, FARNER, BARLEY, INC.
   4450 NE 83RD ROAD
   WILDWOOD, FL 34785
   (352) 748-3126
8. PERMITTING AGENCIES
   - CITY OF WILDWOOD - SWFWMD - FDEP
9. WATER AND SANITARY SEWER PROVIDED BY GPU.
10. UNDERGROUND ELECTRICAL TRANSMISSION SYSTEM PROVIDED BY SECO.
11. SOLID WASTE BY CITY OF WILDWOOD APPROVED FRANCHISE.
12. TELEPHONE SERVICE BY NEXT LINK.
13. IRRIGATION BY GPWCA.
14. GAS PROVIDED/SERVICED BY THE CITY OF LEESBURG
15. LOCATED IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 23 EAST
    WILDWOOD, SUMTER COUNTY, FLORIDA
16. MONUMENT SIGN SETBACKS PER 163 AGREEMENT.
17. AREAS FOR TOTAL SITE (BASED ON FOOTPRINT, NOT INTERIOR SQ. FOOTAGE)

PROPOSED BUILDINGS	= 3,365 SQ. FT. (0.08 AC.) 1.98%
PROPOSED SIDEWALKS	= 6,399 SQ. FT. (0.14AC.) 3.77%
PROPOSED MULTI-PATH ASPHALT	= 3,270 SQ. FT. (0.08 AC.) 1.93%
POOL AREA	= 9,769 SQ. FT (0.22 AC) 5.76%
PROPOSED ASPHALT	= 18,204 SQ. FT. (0.37 AC.)9.58%
TOTAL IMPERVIOUS AREA	= 39,007 SQ. FT. (0.89 AC.) 23.01%
OPEN AREA	= 130,529 SQ. FT. (3.00 AC.) 76.99%
PROJECT AREA	= 169,536 SQ. FT. (3.89 AC.) 100%

18. TYPES OF CONSTRUCTION AND MINIMUM FIRE FLOW REQUIREMENTS FOR THE BUILDINGS ARE:
    18.1. 525 SQ.FT. POOL BUILDING IS TYPE V-B, UNPROTECTED W/ AUTOMATIC FIRE SPRINKLERS SYSTEM: TYPE V(000) - 1,500 GPM/2 HOURS
    18.2. 1,440 SQ.FT. POSTAL BUILDING TYPE V-B, UNPROTECTED: TYPE V(000) - 1,500 GMP/2 HOURS
19. PER FIRM MAP 12119C0235E, DATED 06-05-2020, A PORTION OF THIS SITE LIES WITHIN AN AE FLOODPLAIN WITH A 100-YEAR FLOODPLAIN ELEVATION OF 86.1, 86.3 AND 86.8. FINISH FLOOR ELEVATION OF ENCLOSED BUIDINGS PROPOSED BY THIS PLAN ARE 88.8, AND 90.7.
20. PROJECTED NUMBER OF EMPLYEES = (UNKNOWN AT THIS TIME.)

NOTES:

1. BEFORE DIGGING, IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE UNDERGROUND UTILITIES LOCATED FOR PROTECTION, SO AS NOT TO DISTURB ANY UTILITIES REMAINING ON AND/OR OFF SITE.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ANY EXISTING UTILITIES IN CONFLICT WITH THIS PROPOSED SITE PLAN AND TO COORDINATE RELOCATION WITH RESPECTIVE UTILITY PROVIDERS.
3. ALL RADII ARE 5' UNLESS INDICATED OTHERWISE.
4. ALL DIMENSIONS SHOWN ARE TO EOP UNLESS INDICATED OTHERWISE.
5. ALL TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
6. ALL TRAFFIC FLOW ARROWS, STOP BARS, AND TRAFFIC SEPARATION CENTERLINES SHALL BE LEAD-FREE PAINT.
7. ALL HANDICAP ACCESSIBLE SIDEWALK ROUTES AND ALL SITE SIDEWALKS ARE NOT TO EXCEED A 2.00% MAXIMUM CROSS SLOPE WITH A MAXIMUM RUN SLOPE OF 5% NOT TO EXCEED 12:1 WITH-OUT THE ADDITION OF A HANDICAP HANDRAIL SYSTEM ALONG THE WALKING PATH IN AREA OF MAX. SLOPE (GREATER THAN 5% BUT LESS THAN 12:1). IF DURING FINAL BUILDING CERTIFICATION ANY OF THESE AREAS ARE FOUND EXCEEDING ACCESSIBILITY LIMITS (MAXIMUM 2.00% CROSS SLOPE) FOR CERTIFICATE OF OCCUPANCY, IT SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR TO REMOVE AND REPLACE ALL AREAS FOUND TO BE UNACCEPTABLE BY INSPECTOR. THIS WORK SHALL BE COMPLETED WITH NO ADDITIONAL COST TO OWNER AND/OR DESIGNERS.
8. VERTICAL DATUM IS BASED ON NAVD 1988 AND REFERENCED TO 'S 603'.

= PROPOSED ASPHALT

= PROPOSED CONCRETE

APPROVED
By Shaun Raja at 3:59 pm, Apr 19, 2023

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 81530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

BY | REVISIONS | DATE

CFB | CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126

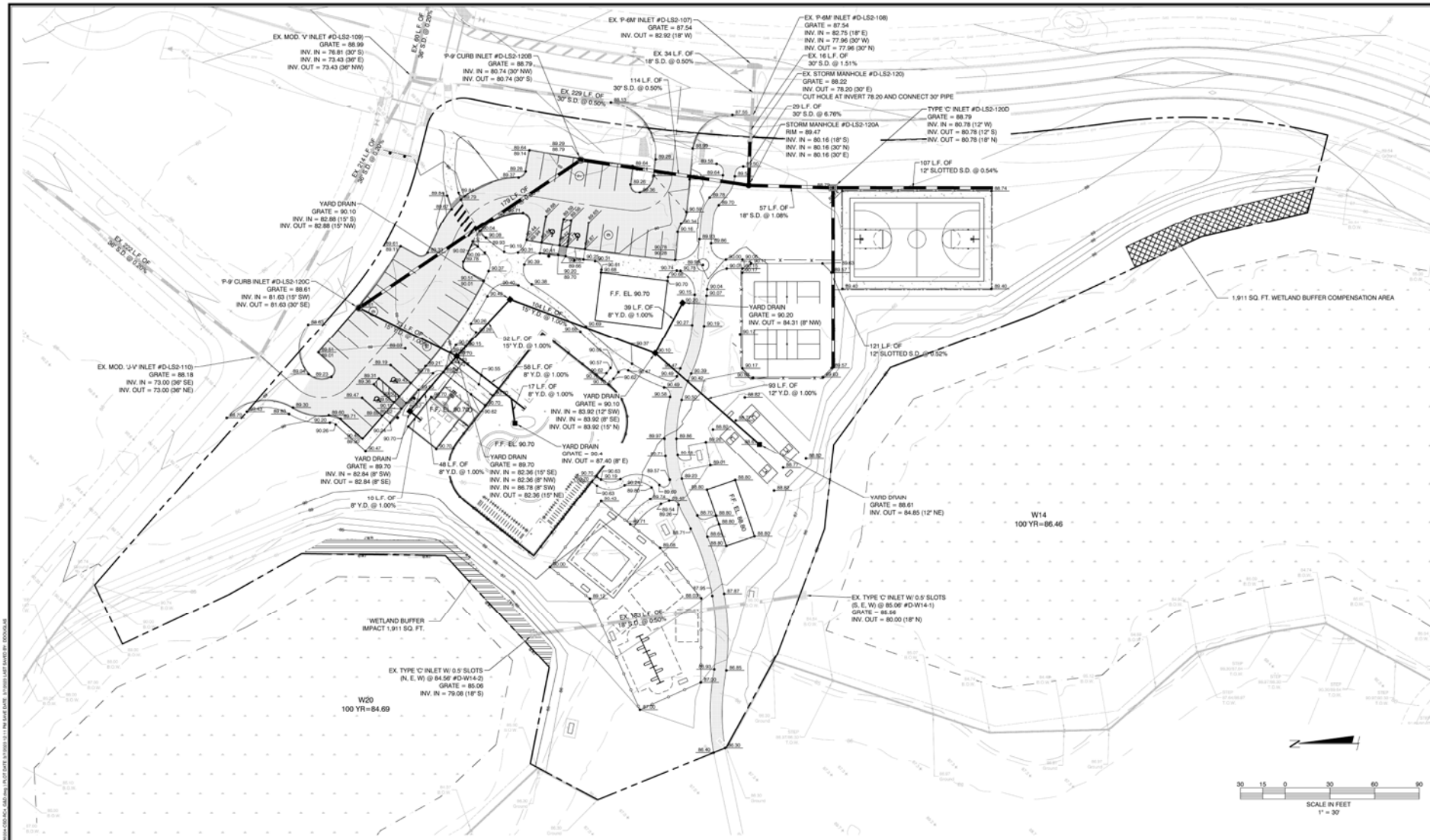
The Villages Florida

VILLAGES OF SOUTHERN OAKS
KEWADIN PARK
VOSO # 100100

SITE PLAN

SAVE DATE	3/5/2023
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1606.0609
FILE NAME	000-DSD-RCH_SITE

SHEET NUMBER 03



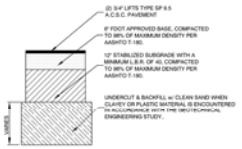
LEGEND

- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- PROPOSED PAVEMENT ELEVATION
- PROPOSED TOP OF CURB ELEVATION
- PROPOSED PAVEMENT ELEVATION
- EXISTING ELEVATION
- DIRECTION OF DRAINAGE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING INLET
- PROPOSED INLET
- PROPOSED MANHOLE
- EXISTING MANHOLE
- PROPOSED YARD DRAIN
- D-1 DRAINAGE STRUCTURE NUMBER (PROPOSED)

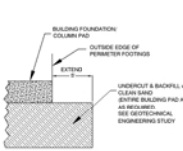
NOTES:

1. ALL HANDICAP ACCESSIBLE PARKING SPACES, HANDICAP ACCESSIBLE SIDEWALK ROUTES, AND ALL SITE SIDEWALKS ARE NOT TO EXCEED A 2.00% MAXIMUM CROSS SLOPE. ALL SIDEWALKS ARE NOT TO EXCEED 5.00% LONGITUDINAL SLOPE, EXCEPT AT CURB RAMPS OR UNLESS OTHERWISE SHOWN. ALL HANDICAP PARKING SPACES ARE NOT TO EXCEED 2.00% LONGITUDINAL SLOPE. IF DURING FINAL BUILDING CERTIFICATION ANY OF THESE AREAS ARE FOUND EXCEEDING ACCESSIBILITY LIMITS (MAXIMUM 2.00%) FOR CERTIFICATE OF OCCUPANCY, IT SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR TO REMOVE AND REPLACE ALL AREAS FOUND TO BE UNACCEPTABLE BY INSPECTOR. THIS WORK SHALL BE COMPLETED WITH NO ADDITIONAL COST TO OWNER AND/OR DESIGNERS.

- DRAINAGE PIPING:
  (S.D.) STORM DRAIN PIPE
  (R.D.) ROOF DRAIN PIPE
  (Y.D.) YARD DRAIN PIPE
  SHALL BE F.D.O.T. APPROVED



PARKING LOT PAVEMENT SECTION



BUILDING PAD SECTION

YARD DRAIN LEGEND

- 12" YARD DRAIN
- ATRIUM GRATE YARD DRAIN

APPROVED
By Shaun Raja at 3:59 pm, Apr 19, 2023

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

BY	DATE	REVISIONS

CFB | CLYMER FARMER BAILEY
CLYMER FARMER BAILEY, Inc.
4400 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3199

The Villages Engineering

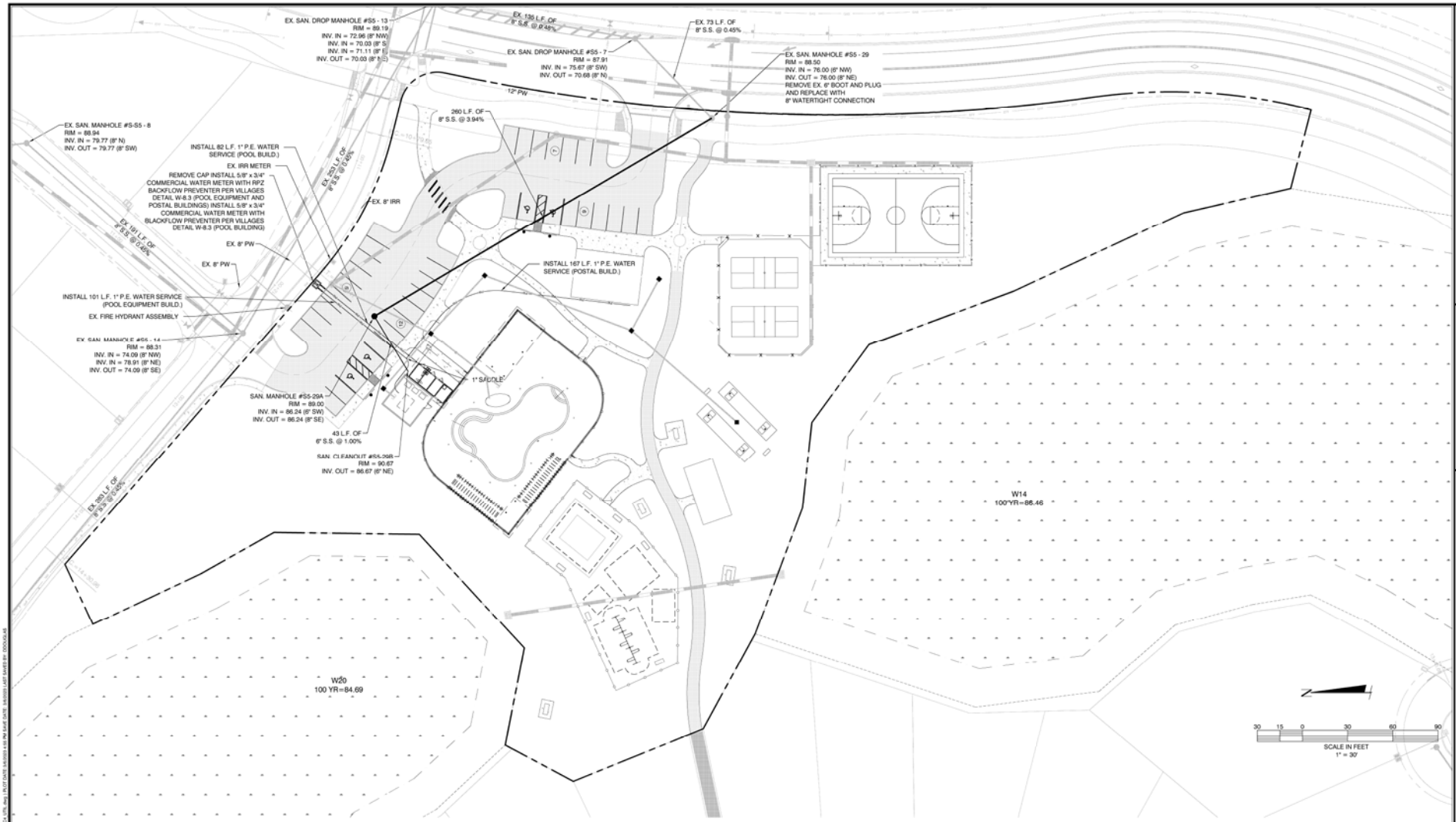
VILLAGES OF SOUTHERN OAKS
KEWADIN PARK
VOSO # 100100

GRADING AND DRAINAGE PLAN

SAVE DATE	3/7/2023
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1606.0609
FILE NAME	004-DSD-ROI_GAD

SHEET NUMBER 04

J:\S-SURVEY\LANDSTONE\LOOSE FILES\KEWADIN PARK\100100\CIVIL CONSTRUCTION\004-DSD-ROI_GAD.dwg | BLOT DATE: 3/7/2023 12:11 PM SAVE DATE: 3/7/2023 | LAST EDITED BY: DDOUGLAS



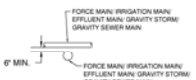
LEGEND

- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- EXISTING IRRIGATION MAIN
- PROPOSED IRRIGATION MAIN
- EXISTING VALVE
- PROPOSED VALVE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED WATER SERVICE
- FIRE DEPARTMENT CONNECTION (F.D.C.)
- EXISTING SANITARY SEWER
- EXISTING MANHOLE
- PROPOSED SANITARY SEWER
- PROPOSED MANHOLE
- SAMPLE POINT



POTABLE & STORM SEWER MAIN CROSSING

NOTE: CONTRACTOR SHALL USE PIPE DEFLECTION AND/OR FITTINGS TO ENSURE CLEARANCE REQUIREMENTS



NON-POTABLE PRESSURE MAIN CROSSING DETAIL

NOTE:
1. IT IS THE RESPONSIBILITY OF THE SITE CONTRACTOR TO CONSTRUCT ALL WATER SERVICES, WATER AND FIRE MAINS, AND SANITARY SEWER TRUNKS AND LATERAL SERVICES AS SHOWN ON THESE PLANS TO WITHIN 5 FT OF THE EXTERIOR WALL OF THE BUILDING.
2. ALL ON-SITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.
3. CONTRACTOR SHALL COORDINATE ALL UTILITY INSTALLATIONS WITH THE CITY OF WILDWOOD UTILITIES DEPARTMENT.
4. CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY OF WILDWOOD UTILITY DEPARTMENT 2 WEEKS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO ANY MATERIALS BEING DELIVERED ON-SITE.

APPROVED
By Shaun Raja at 3:59 pm, Apr 19, 2023

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

BY	REVISIONS	DATE

CLYMER FARMER BARLEY
CFB | CLYMER FARMER BARLEY, Inc.
4400 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3199

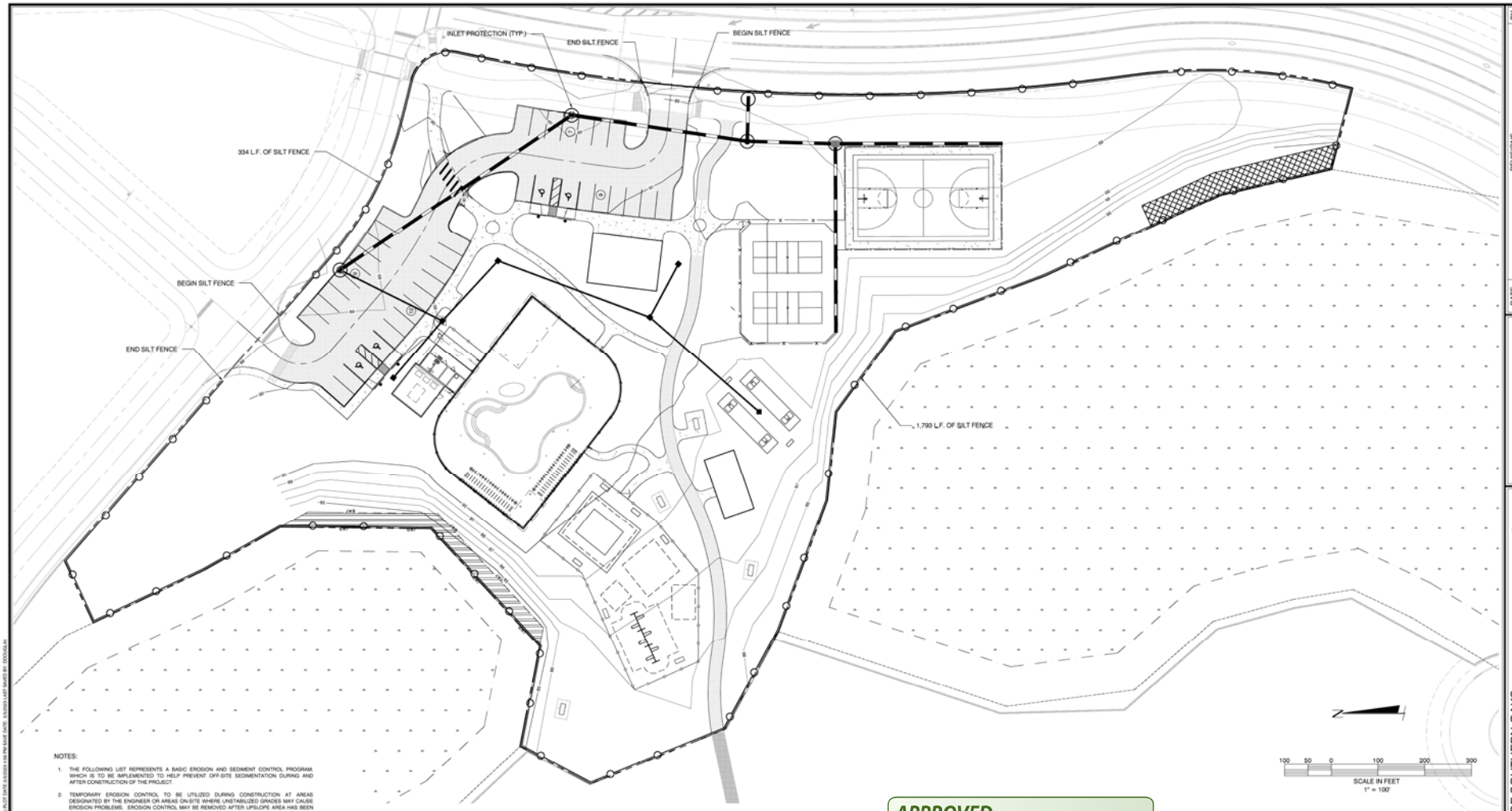
The Villages Project

VILLAGES OF SOUTHERN OAKS
KEWADIN PARK
VOSO # 100100

UTILITY PLAN

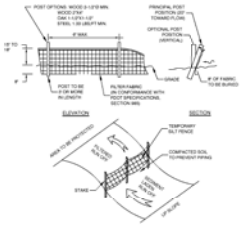
SAVE DATE	3/5/2023
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1606.0609
FILE NAME	(XX-DSD-RCA_UTL

SHEET NUMBER 05

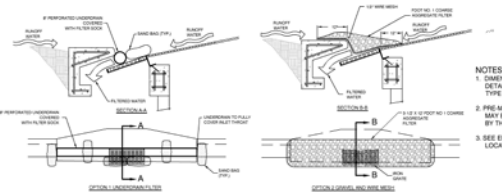


NOTES:

1. THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM, WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF-SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT.
2. TEMPORARY EROSION CONTROL TO BE UTILIZED DURING CONSTRUCTION AT AREAS DESIGNATED BY THE ENGINEER OR AREAS ON-SITE WHERE UNSTABILIZED GRADES MAY CAUSE EROSION PROBLEMS. EROSION CONTROL MAY BE REMOVED AFTER UPSLOPE AREA HAS BEEN STABILIZED BY SOD, OR COMPACTED, AS DETERMINED BY THE OWNER.
3. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICAL TIME, CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES, AND WATER RESOURCES.
4. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICAL, EFFECTIVE, AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENCY IN LIEU OF PERMANENT MEASURES.
5. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT.
6. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.
7. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
8. MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCKPILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATERCOURSE BY RUNOFF OR HIGH WATER.
9. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED, AND SEEDED.
10. SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).
11. SILT FENCE TO REMAIN IN PLACE UNTIL FINISH GRADING FOR THE LANDSCAPING IS UNDER WAY.
12. PROTECT ALL CURB INLETS & GRATE INLETS AS SHOWN IN DETAILS SD-26 & SD-27 OF THE VILLAGES CONSTRUCTION & DEVELOPMENT MANUAL, LATEST EDITION.

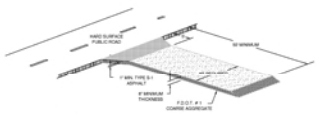


FLORIDA DOT TYPE III SILT FENCE AND EROSION CONTROL
NOT TO SCALE



CURB INLET SEDIMENT FILTER DETAIL
NOT TO SCALE

NOTES:
1. DIMENSIONS OF SEDIMENT FILTER DETAILS MAY BE ADJUSTED FOR TYPE "S" CURB INLET TOPS.
2. PRE-MANUFACTURED INLET SOCK MAY BE SUBSTITUTED IF APPROVED BY THE ENGINEER.
3. SEE EROSION CONTROL PLAN FOR LOCATION AND APPLICABILITY.



GRAVEL CONSTRUCTION ENTRANCE
NOT TO SCALE

NOTE:
THE EROSION CONTROL MEASURES SHOWN ON THIS PLAN ARE, IN THE OPINION OF THE ENGINEER, THE MINIMUM THAT MAY BE REQUIRED. ACTUAL FIELD CONDITIONS MAY REQUIRE EITHER ADDITIONAL OR REDUCED EROSION CONTROL MEASURES TO BE IMPLEMENTED. THE CONTRACTOR IS DIRECTED TO FOLLOW STANDARD BEST MANAGEMENT PRACTICES IN IMPLEMENTING A SUCCESSFUL EROSION CONTROL PLAN.

APPROVED
By Shaun Raja at 3:59 pm, Apr 19, 2023

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

REVISIONS | BY | DATE

CFB | CLYMER FARMER BARLEY
CLYMER FARMER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3199

The Villages Engineering

VILLAGES OF SOUTHERN OAKS
KEWADIN PARK
VOSO # 100100

EROSION CONTROL PLAN

SAVE DATE	3/3/2023
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1606.0609
FILE NAME	97-CSD-RC4_EROSION

SHEET NUMBER EC-01

AGENCY	PERMIT #	SUBMITTED	STATUS
CITY OF WILDWOOD			
SWFWMD			
FDEP NPDES			
FDEP WATER			
FDEP SEWER			

DATE	REVISIONS	BY
02-10-2022	1 REVISED PER CITY OF WILDWOOD COMMENTS	DMD

PLANS REVIEWED BY CITY OF WILDWOOD DEVELOPMENT SERVICES DEPARTMENT

X APPROVED
___APPROVED WITH CONDITIONS
___DENIED

Stephen M. campbell

Digitally signed by Stephen M. campbell
Date: 2022.02.11 09:09:12 -05'00'

The Villages®

© Holding Company of The Villages, Inc., All Rights Reserved

IMPROVEMENT PLANS FOR VILLAGE OF SOUTHERN OAKS VOSO PHASE 11A CANINE PARK VOSO #100200

LEGAL DESCRIPTION

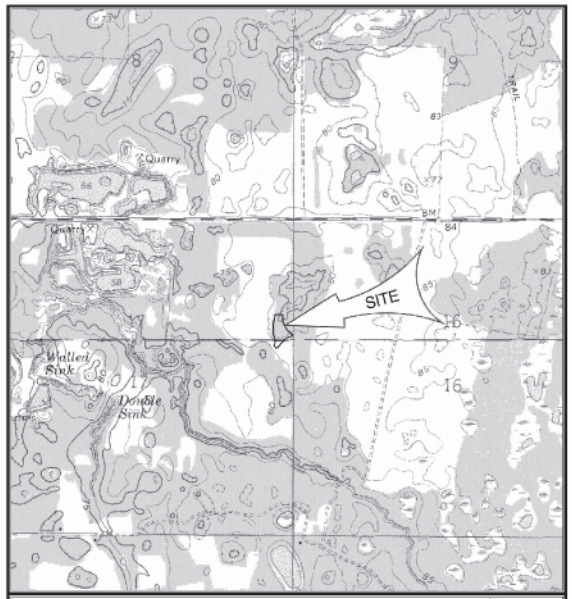
A PARCEL OF LAND LYING WITHIN THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG THE NORTH LINE THEREOF RUN N89°41'47"W, 452.56 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°18'13"W, 1623.31 FEET TO THE POINT OF BEGINNING; THENCE N89°47'10"E, 92.05 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 305.55 FEET AND A CHORD BEARING AND DISTANCE OF S26°47'54"E, 62.47 FEET TO WHICH A RADIAL LINE BEARS S71°04'09"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°44'07", AN ARC DISTANCE OF 62.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 130.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°21'33", AN ARC DISTANCE OF 48.47 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 404.01 FEET AND A CHORD BEARING AND DISTANCE OF S31°39'00"E, 249.56 FEET TO WHICH A RADIAL LINE BEARS S76°23'24"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°58'49", AN ARC DISTANCE OF 253.71 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 68.12 FEET AND A CHORD BEARING AND DISTANCE OF S62°49'00"E, 42.02 FEET TO WHICH A RADIAL LINE BEARS S39°32'49"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°43'39", AN ARC DISTANCE OF 42.34 FEET; THENCE ALONG A NON-TANGENT LINE RUN S14°49'51"E, 27.81 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 275.00 FEET AND A CHORD BEARING AND DISTANCE OF S61°45'41"W, 183.76 FEET TO WHICH A RADIAL LINE BEARS N00°39'42"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°51'14", AN ARC DISTANCE OF 196.99 FEET TO THE POINT OF TANGENCY; THENCE S41°09'04"W, 159.63 FEET; THENCE N48°54'19"W, 64.38 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 183.10 FEET AND A CHORD BEARING AND DISTANCE OF N06°09'09"E, 173.57 FEET TO WHICH A RADIAL LINE BEARS S61°07'25"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°36'51", AN ARC DISTANCE OF 181.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 99.09 FEET AND A CHORD BEARING AND DISTANCE OF N14°29'12"W, 49.78 FEET TO WHICH A RADIAL LINE BEARS S60°57'12"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°07'13", AN ARC DISTANCE OF 50.32 FEET; THENCE ALONG A NON-TANGENT LINE RUN N00°00'00"E, 149.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 197.37 FEET AND A CHORD BEARING AND DISTANCE OF N13°46'42"E, 65.65 FEET TO WHICH A RADIAL LINE BEARS N89°47'35"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°08'43", AN ARC DISTANCE OF 65.96 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 183.63 FEET AND A CHORD BEARING AND DISTANCE OF N07°01'14"E, 98.11 FEET TO WHICH A RADIAL LINE BEARS S68°36'26"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°44'17", AN ARC DISTANCE OF 97.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.28 ACRES, MORE OR LESS.

NOTE:

THE LEGAL DESCRIPTION PROVIDED HEREON IS FOR PERMITTING AND/OR CONSTRUCTION PURPOSES ONLY AND SHOULD NOT BE USED FOR TRANSFER OF RIGHT, TITLE OR INTEREST.



VICINITY MAP

1" = 1000'

SECTION 17; TOWNSHIP 20 SOUTH; RANGE 23 EAST
SUMTER COUNTY, FLORIDA
VERTICAL DATUM - NAVD 1988

Sheet Number	Sheet Title
01	COVER
02	MASTER DEVELOPMENT PLAN
03	SITE PLAN
04	GRADING AND DRAINAGE PLAN
05	UTILITY PLAN
EC-01	EROSION CONTROL PLAN

NOTES:

1. THE STANDARD DETAILS FOR THIS PROJECT SHALL BE FOUND IN "THE VILLAGES, CONSTRUCTION & DEVELOPMENT MANUAL", DATED FEBRUARY 1, 2019, PREPARED BY DZURO & ASSOCIATES, OR AS AMENDED BY THESE PLANS.
2. THE STORMWATER MANAGEMENT SYSTEM SHALL BE OWNED AND MAINTAINED BY DEVELOPER, EXCEPT FOR THE STORMWATER MANAGEMENT SYSTEMS WITHIN THE DEDICATED RIGHT OF WAY, WHICH WILL BE OWNED AND MAINTAINED BY CITY OF WILDWOOD.
3. ALL UTILITY CONSTRUCTION SHALL BE TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND GIBSON PLACE UTILITY COMPANY (GPU) REQUIREMENTS.
4. ALL WATER AND SANITARY SEWER UTILITIES WITHIN UTILITY EASEMENTS SHALL BE OWNED & MAINTAINED BY GPU.
5. ALL IRRIGATION UTILITIES SHALL BE OWNED AND MAINTAINED BY GIBSON PLACE WATER CONSERVATION AUTHORITY (GPWCA).
6. THIS PROJECT BOUNDARY IS WITHIN THE VOSO STORMWATER EARTHWORKS - PHASE 11A PROJECT (SWFWMD APPLICATION NO. 836489), WHICH INCLUDES EROSION CONTROL MEASURES.
7. THIS PROJECT LIES WITHIN THE VILLAGES OF SOUTHERN OAKS, PHASE 11-A MASTER PLAN, AS APPROVED BY THE CITY OF WILDWOOD.

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

WATER AND WASTE WATER UTILITIES
GIBSON PLACE UTILITY COMPANY (GPU)
3619 KIESSEL ROAD
THE VILLAGES, FL 32163
(352) 753-6260

ELECTRICAL POWER UTILITIES
SUMTER ELECTRIC
COOPERATIVE, INC. (SECO)
330 SOUTH US HIGHWAY 301
SUMTERVILLE, FL 33585
(352) 793-3801

IRRIGATION UTILITIES
GIBSON PLACE WATER
CONSERVATION AUTHORITY (GPWCA)
3618 KIESSEL ROAD
THE VILLAGES, FL 32163
(352) 752-6360

SOLID WASTE COLLECTION
CITY OF WILDWOOD APPROVED FRANCHISE

CABLE TELEVISION/INTERNET
NEXT LINK COMMUNICATION, LLC
4450 NE 83RD ROAD
WILDWOOD, FL 34785
TOM MCDONOUGH, MANAGER
(352) 753-6219

LANDSCAPE ARCHITECT
MICHAEL PAPE AND ASSOCIATES, P.A.
2351 SE 17TH STREET
OCALA, FL 34471
SUZANNE STANCIL
(352) 351-3500

NATURAL GAS UTILITIES
CITY OF LEESBURG - GAS
306 S 6TH STREET
LEESBURG, FL 34748
BILLIE SHELL
(352) 728-9840

OWNER	OWNER	APPLICANT	ENGINEER	SURVEYOR
THE VILLAGES DEVELOPMENT OPERATING COMPANY, LLC BY: TVL COMPANY, LLC 3619 KIESSEL RD, THE VILLAGES, FL 32163 MARTIN L. DZURO, ITS MANAGER	BUFFALO HIDE AND CATTLE COMPANY, LLC 3619 KIESSEL RD, THE VILLAGES, FL 32163 MARTIN L. DZURO, ITS MANAGER	THE VILLAGES DEVELOPMENT COMPANY, LLC BY: TVL COMPANY, LLC 3631 KIESSEL ROAD THE VILLAGES, FL 32163 MARTIN L. DZURO, ITS MANAGER	CLYMER FARNER BARLEY, Inc. 4450 NE 83RD ROAD WILDWOOD, FL 34785 STEPHEN M. CAMPBELL, PE FL. LIC. NO. 83530 (352) 748-3126	CLYMER FARNER BARLEY, Inc. 4450 NE 83RD ROAD WILDWOOD, FL 34785 KAYE JAMESON, PSM FL. REG. NO. 5912 (352) 748-3126

CFB CLYMER FARNER BARLEY

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB-Inc.COM CA #4709

VOSO PHASE 11A CANINE PARK

BY	REVISIONS	DATE

CLYMER FARNER BARLEY, Inc.
4450 NE 63RD RD. WILDWOOD, FL 34785
(352)748-3124
WWW.CFB-ALCOM.CA #4798

MASTER DEVELOPMENT PLAN

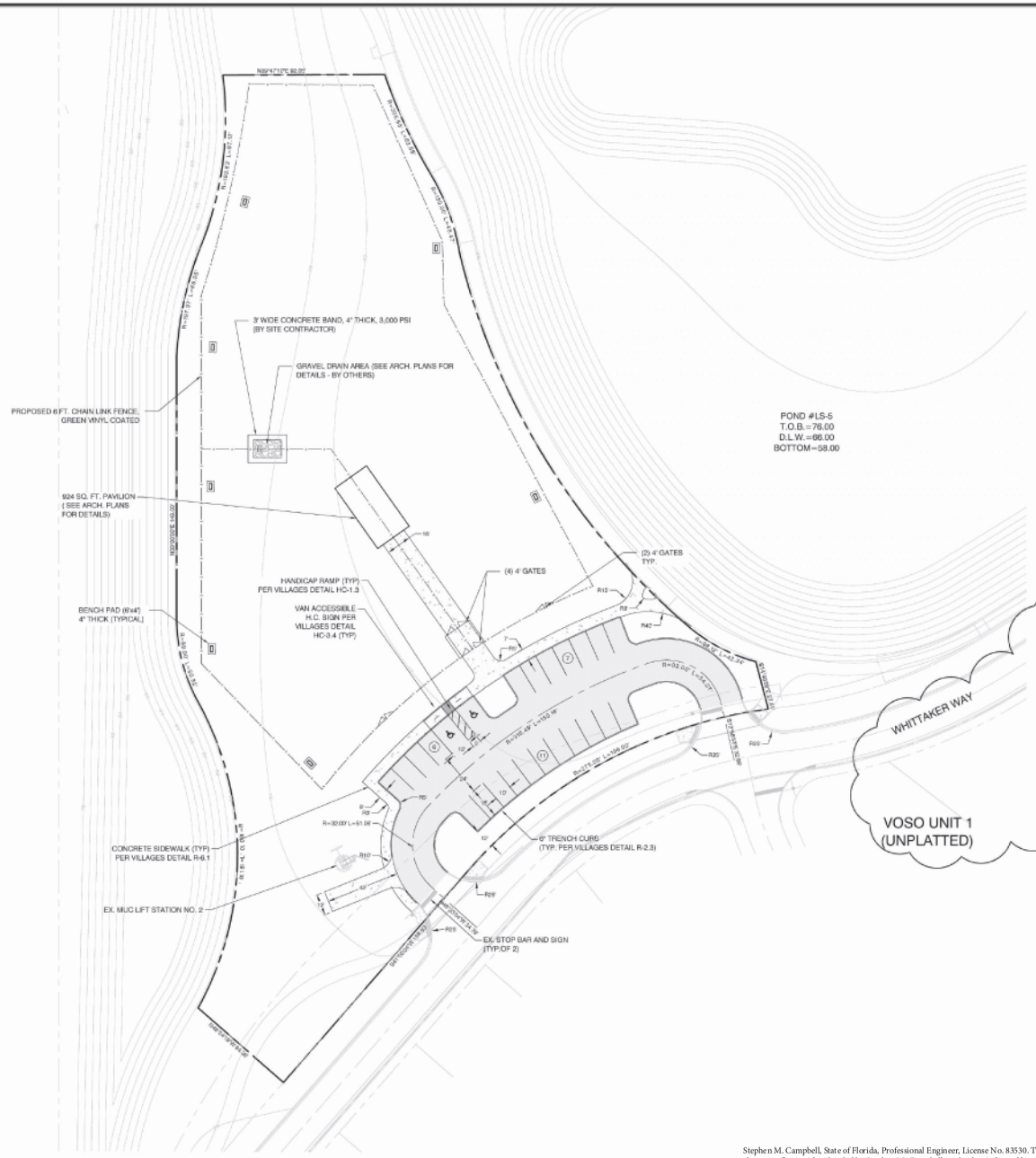
VILLAGE OF SOUTHERN OAKS
VOSO PHASE 11A CANINE PARK
VOSO #100200

SAVE DATE	1/14/2022
DRAWN BY	EMD
CHECKED BY	SMC
PROJECT #	E19065.0402
FILE NAME	

SHEET NUMBER 02

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 81530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

G:\SURF\SHALANDSTONE\20_SITE PLANS\LAKE HAILEY CANINE PARK (100200)\CIVIL\CONSTRUCTION\11A-CANINE PARK.dwg | PLOT DATE: 2/18/2022 2:11 PM SAVE DATE: 1/14/2022 LAST SAVED BY: DOUGLAS



30 15 0 30 60 90

SCALE IN FEET
1" = 30'

APPROVED
By Amanda Bush at 11:37 am, Feb 18, 2022

SITE DATA

1. PROJECT AREA = 2.28 AC. (99,316 SQ. FT.)
2. ZONING: ARD
3. PROJECT ADDRESS: TO BE ASSIGNED
4. BUILDING TYPE:
   PAVILION - ONE STORY (16' HEIGHT) OPEN SIDED (924 SQ. FT.)
5. BUILDING SETBACK: 0FT. FROM PROPERTY OWNED BY DEVELOPER
6. PARKING DATA:
   REQUIRED PARKING: 1 SPACE/300 SQ.FT
   924 SQ.FT. / 300 SQ.FT. = 4 SPACES

   STANDARD PARKING SPACES (PROVIDED):
   10' x 18' SPACES = 22
   HANDICAP PARKING SPACES (PROVIDED):
   12' x 18' = 2
   TOTAL PARKING PROVIDED: 24 SPACES

   HANDICAP PARKING SPACES (REQUIRED): 1 SPACES
7. ENGINEER/SURVEYOR: CLYMER, FARNER, BARLEY, INC.
   6450 NE 83RD ROAD
   WILDWOOD, FL 34785
   (352) 748-0720
8. PERMITTING AGENCIES
   - CITY OF WILDWOOD - SWFWMD
9. WATER AND SANITARY SEWER PROVIDED BY SUMTER PLACE UTILITY COMPANY (SPU)
10. UNDERGROUND ELECTRICAL TRANSMISSION SYSTEM PROVIDED BY SECO.
11. SOLID WASTE BY CITY OF WILDWOOD APPROVED FRANCHISE.
12. TELEPHONE SERVICE BY NEXT LINK.
13. IRRIGATION BY SPRICA.
14. GAS PROVIDED/SERVICED BY THE CITY OF LEESBURG
15. LOCATED IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST WILDWOOD, SUMTER COUNTY, FLORIDA
16. MONUMENT SIGN SETBACKS PER 163 AGREEMENT.
17. AREAS FOR TOTAL SITE (BASED ON FOOTPRINT, NOT INTERIOR SQ. FOOTAGE)

PROPOSED BUILDINGS	= 924 SQ. FT. (0.02 AC.) 1.0%
PROPOSED SIDEWALKS	= 3,334.0 SQ. FT. (0.07 AC.) 3.0%
PROPOSED ASPHALT	= 11,218.7 SQ. FT. (0.26 AC.) 11.4%
TOTAL IMPERVIOUS AREA	= 15,477.2 SQ. FT. (0.35 AC.) 15.4%
OPEN AREA	= 83,838.8 SQ. FT. (1.93 AC.) 84.6%
PROJECT AREA	= 99,316.0 SQ. FT. (2.28 AC.) 100%

NOTES:

1. BEFORE DIGGING, IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE UNDERGROUND UTILITIES LOCATED FOR PROTECTION, SO AS NOT TO DISTURB ANY UTILITIES REMAINING ON AND/OR OFF SITE.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ANY EXISTING UTILITIES IN CONFLICT WITH THIS PROPOSED SITE PLAN AND TO COORDINATE RELOCATION WITH RESPECTIVE UTILITY PROVIDERS.
3. ALL RADII ARE 5' UNLESS INDICATED OTHERWISE.
4. ALL DIMENSIONS SHOWN ARE TO BOP UNLESS INDICATED OTHERWISE.
5. ALL TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
6. ALL TRAFFIC FLOW ARROWS, STOP BARS, AND TRAFFIC SEPARATION CENTERLINES SHALL BE LEAD-FREE PAINT.
7. ALL HANDICAP ACCESSIBLE SIDEWALK ROUTES AND ALL SITE SIDEWALKS ARE NOT TO EXCEED A 2.00% MAXIMUM CROSS SLOPE WITH A MAXIMUM RUN SLOPE OF 5% NOT TO EXCEED 12:1 WITHOUT THE ADDITION OF A HANDICAP HANDRAIL SYSTEM ALONG THE WALKING PATH IN AREA OF MAX. SLOPE (GREATER THAN 5% BUT LESS THAN 12:1). IF DURING FINAL BUILDING CERTIFICATION ANY OF THESE AREAS ARE FOUND EXCEEDING ACCESSIBILITY LIMITS (MAXIMUM 2.00% CROSS SLOPE) FOR CERTIFICATE OF OCCUPANCY, IT SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR TO REMOVE AND REPLACE ALL AREAS FOUND TO BE UNACCEPTABLE BY INSPECTOR. THIS WORK SHALL BE COMPLETED WITH NO ADDITIONAL COST TO OWNER AND/OR DESIGNERS.
8. VERTICAL DATUM IS BASED ON NAVD 1988 AND REFERENCED TO "S 630".

= PROPOSED ASPHALT

= PROPOSED CONCRETE

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

DATE	BY
02/10/2022	DMD

REVISIONS
1 REVISED PER CITY OF WILDWOOD COMMENTS

CFB | CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-0720
WWW.CFBINC.COM CA #4799

The Villages

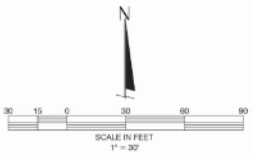
VILLAGE OF SOUTHERN OAKS
VOSO PHASE 11A CANINE PARK
VOSO #100200

SITE PLAN

SAVE DATE	2/10/2022
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1-00003.0642
FILE NAME	003-LH-GRNWSPARK_SITE

SHEET NUMBER 03





APPROVED
By Amanda Bush at 11:36 am, Feb 18, 2022

YARD DRAIN LEGEND

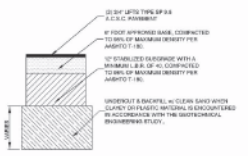
- 15" DUCTILE IRON YARD DRAIN
- 12" DUCTILE IRON YARD DRAIN
- ATRIUM GRATE YARD DRAIN

LEGEND

EXISTING CONTOUR LINE	EXISTING STORM SEWER
PROPOSED CONTOUR LINE	PROPOSED STORM SEWER
PROPOSED PAVEMENT ELEVATION	EXISTING INLET
PROPOSED TOP OF CURB ELEVATION	PROPOSED INLET
PROPOSED PAVEMENT ELEVATION	PROPOSED MANHOLE
EXISTING ELEVATION	EXISTING MANHOLE
DIRECTION OF DRAINAGE	PROPOSED YARD DRAIN
	D-1 DRAINAGE STRUCTURE NUMBER (PROPOSED)

NOTES:
1. ALL HANDICAP ACCESSIBLE PARKING SPACES, HANDICAP ACCESSIBLE SIDEWALK ROUTES, AND ALL SITE SIDEWALKS ARE NOT TO EXCEED A 2.00% MAXIMUM CROSS SLOPE. ALL SIDEWALKS ARE NOT TO EXCEED 5.00% LONGITUDINAL SLOPE, EXCEPT AT CURB RAMPS OR UNLESS OTHERWISE SHOWN. ALL HANDICAP PARKING SPACES ARE NOT TO EXCEED 2.00% LONGITUDINAL SLOPE. IF DURING FINAL BUILDING CERTIFICATION ANY OF THESE AREAS ARE FOUND EXCEEDING ACCESSIBILITY LIMITS (MAXIMUM 2.00%) FOR CERTIFICATE OF OCCUPANCY, IT SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR TO REMOVE AND REPLACE ALL AREAS FOUND TO BE UNACCEPTABLE BY INSPECTOR. THIS WORK SHALL BE COMPLETED WITH NO ADDITIONAL COST TO OWNER AND/OR DESIGNERS.

- DRAINAGE PIPING:
  (S.D.) STORM DRAIN PIPE
  (R.D.) ROOF DRAIN PIPE
  (Y.D.) YARD DRAIN PIPE
  SHALL BE F.D.O.T. APPROVED



PARKING LOT PAVEMENT SECTION

BUILDING PAD SECTION

BY	DESCRIPTION	DATE
DMD	REVISED PER CITY OF WILDWOOD COMMENTS	02/10/2022

CLYMER FARMER BARLEY, Inc.
4459 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3160
WWW.CFB-ENGCOM.COM #4799

The Villages

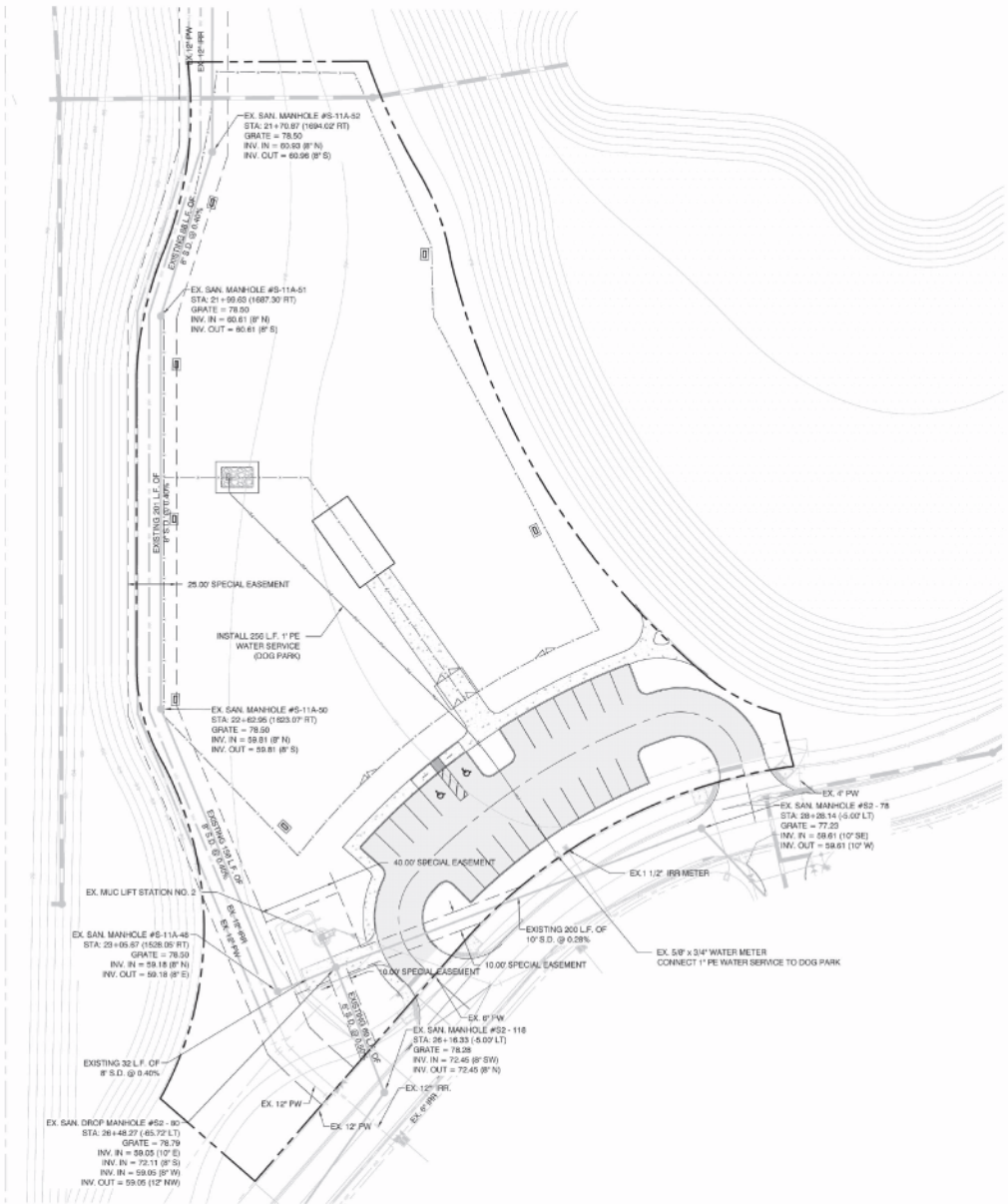
VILLAGE OF SOUTHERN OAKS
VOSO PHASE 11A CANINE PARK
VOSO #100200

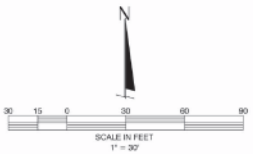
GRADING AND DRAINAGE PLAN

SAVE DATE	2/10/2022
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1-00ED.0642
FILE NAME	00A-LH-CANINEPARK_GM2

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

SHEET NUMBER 04





APPROVED
By Amanda Bush at 11:36 am, Feb 18, 2022

LEGEND

- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- EXISTING IRRIGATION MAIN
- PROPOSED IRRIGATION MAIN
- EXISTING VALVE
- PROPOSED VALVE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED WATER SERVICE
- FIRE DEPARTMENT CONNECTION (F.D.C.)
- EXISTING SANITARY SEWER
- EXISTING MANHOLE
- PROPOSED SANITARY SEWER
- PROPOSED MANHOLE
- SAMPLE POINT



POTABLE & STORM SEWER MAIN CROSSING

NOTE
CONTRACTOR SHALL USE PIPE DEFLECTION AND/OR FITTINGS TO ENSURE CLEARANCE REQUIREMENTS



NON-POTABLE PRESSURE MAIN CROSSING DETAIL

1

NOTE:
1. IT IS THE RESPONSIBILITY OF THE SITE CONTRACTOR TO CONSTRUCT ALL WATER SERVICES, WATER AND FIRE MAINS, AND SANITARY SEWER TRUNKS AND LATERAL SERVICES AS SHOWN ON THESE PLANS TO WITHIN 5 FT OF THE EXTERIOR WALL OF THE BUILDING.
2. ALL ON-SITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.
3. CONTRACTOR SHALL COORDINATE ALL UTILITY INSTALLATIONS WITH THE GIBSON PLACE UTILITY COMPANY.
4. CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE GIBSON PLACE UTILITY COMPANY 2 WEEKS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO ANY MATERIALS BEING DELIVERED ON-SITE.

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83330. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

BY	DMD							
DATE	02/10/2022							
REVISIONS	REVISED PER CITY OF WILDWOOD COMMENTS							

CFB | CLYMER FARMER BARLEY

CLYMER FARMER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3404
WWW.CFB-INC.COM CA #4799

The Villages

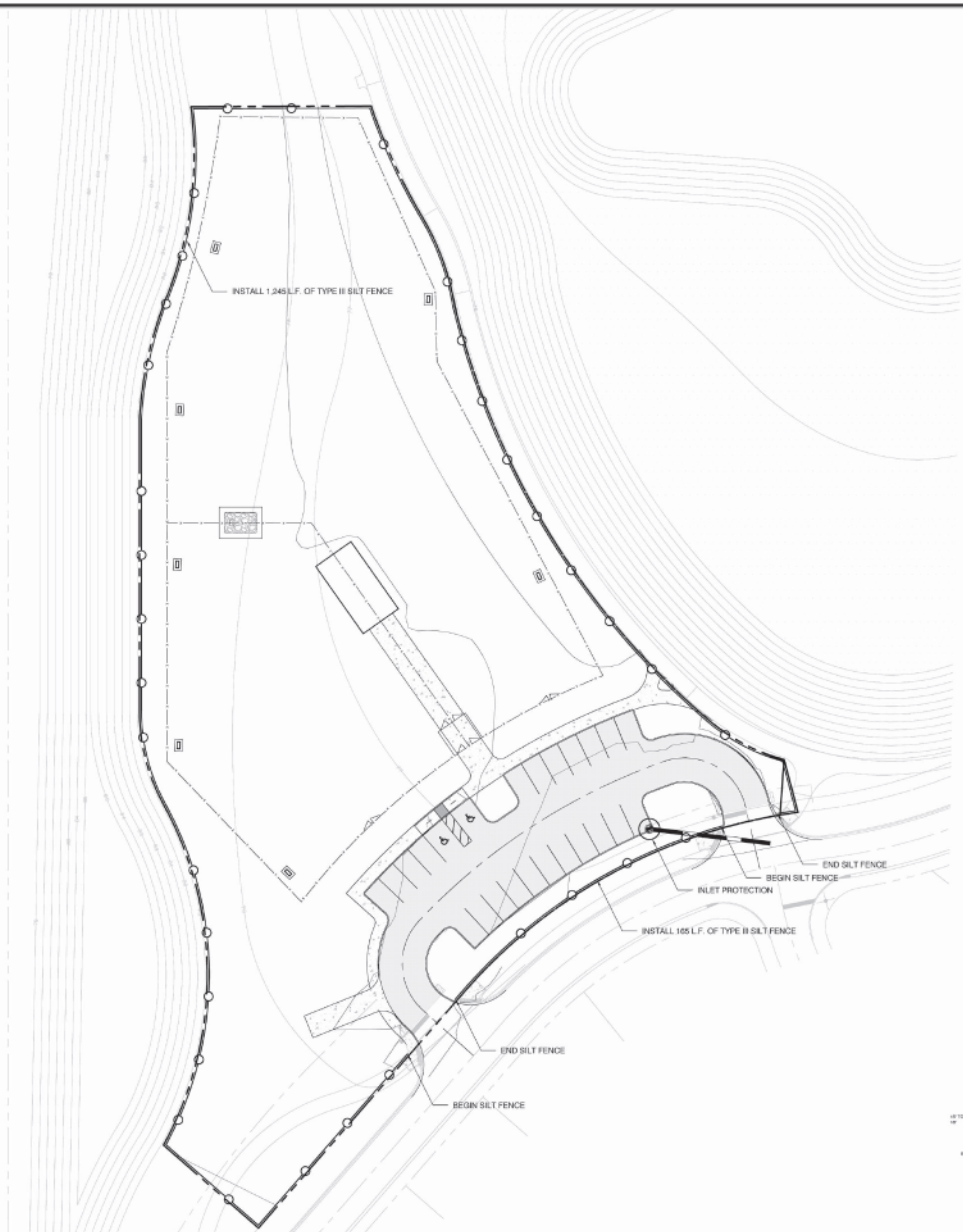
VILLAGE OF SOUTHERN OAKS
VOSO PHASE 11A CANINE PARK
VOSO #100200

UTILITY PLAN

SAVE DATE	2/10/2022
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1-60E0.0642
FILE NAME	E0-LH-CANINEPARK_UTIL

SHEET NUMBER 05

S:\SHARED\HISTONE\E1-SITE PLANS\LAKE HAMILTON CANINE PARK\1-DESIGN\CIVIL\CONSTRUCTION\E1-Civil-Plan\E1_UTILITY.dwg, LPLOT DATE=2/10/2022 2:55 PM, SAVE DATE: 2/10/2022, LAST SAVED BY: JSOCKLAS

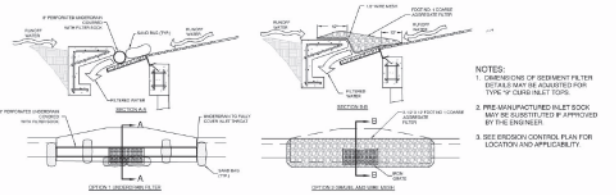




APPROVED
By Amanda Bush at 11:36 am, Feb 18, 2022

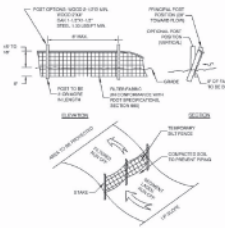
NOTES:

1. THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM, WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF-SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT.
2. TEMPORARY EROSION CONTROL TO BE UTILIZED DURING CONSTRUCTION AT AREAS DESIGNATED BY THE ENGINEER OR AREAS ONSITE WHERE UNSTABILIZED GRADES MAY CAUSE EROSION PROBLEMS. EROSION CONTROL MAY BE REMOVED AFTER UPSLOPE AREA HAS BEEN STABILIZED BY SOD, OR COMPACTED, AS DETERMINED BY THE OWNER.
3. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICAL TIME, CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES, AND WATER RESOURCES.
4. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICAL, EFFECTIVE, AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENCY IN LIEU OF PERMANENT MEASURES.
5. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT.
6. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.
7. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
8. MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCKPILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATERCOURSE BY RUNOFF OR HIGH WATER.
9. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED, AND SEEDED.
10. SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).
11. SILT FENCE TO REMAIN IN PLACE UNTIL FINISH GRADING FOR THE LANDSCAPING IS UNDER WAY.
12. PROTECT ALL CURB INLETS & GRATE INLETS AS SHOWN IN DETAILS SD-26 & SD-27 OF THE VILLAGES CONSTRUCTION & DEVELOPMENT MANUAL, LATEST EDITION.



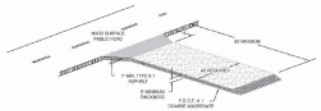
NOTES:
1. DIMENSIONS OF SEDIMENT FILTER DETAILS MAY BE ADJUSTED FOR TYPE "9" CURB INLET TOPS.
2. PRE-MANUFACTURED INLET SOCK MAY BE SUBSTITUTED IF APPROVED BY THE ENGINEER.
3. SEE EROSION CONTROL PLAN FOR LOCATION AND APPLICABILITY.

CURB INLET SEDIMENT FILTER DETAIL
NOT TO SCALE



FLORIDA DOT TYPE III SILT FENCE AND EROSION CONTROL
NOT TO SCALE

NOTE:
THE EROSION CONTROL MEASURES SHOWN ON THIS PLAN ARE, IN THE OPINION OF THE ENGINEER, THE MINIMUM THAT MAY BE REQUIRED. ACTUAL FIELD CONDITIONS MAY REQUIRE EITHER ADDITIONAL OR REDUCED EROSION CONTROL MEASURES TO BE IMPLEMENTED. THE CONTRACTOR IS DIRECTED TO FOLLOW STANDARD BEST MANAGEMENT PRACTICES IN IMPLEMENTING A SUCCESSFUL EROSION CONTROL PLAN.



GRAVEL CONSTRUCTION ENTRANCE
NOT TO SCALE

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

REVISIONS	DATE	BY

CLYMER FARMER BARLEY
CFB
CLYMER FARMER BARLEY, Inc.
4459 NE 83RD RD. WILDWOOD, FL 34785
PHONE: 352-748-3200
WWW.CFB-INC.COM CA #4799

The Villages

VILLAGE OF SOUTHERN OAKS
VOSO PHASE 11A CANINE PARK
VOSO #100200

EROSION CONTROL PLAN

SAVE DATE	1/13/2022
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1-0003.0642
FILE NAME	

SHEET NUMBER EC-01

AGENCY	PERMIT #	SUBMITTED	STATUS
CITY OF WILDWOOD			
SWFWMD			
FDEP NPDES			
FDEP WATER			
FDEP SEWER			

The Villages®

Stephen M. campbell

Digitally signed by Stephen M. campbell
Date: 2022.02.28 14:41:52 -05'00'

DATE	REVISIONS	BY
2-23-2022	1 RAI COMMENTS #1	DMD

PLANS REVIEWED BY CITY OF WILDWOOD DEVELOPMENT SERVICES DEPARTMENT

X APPROVED
____APPROVED WITH CONDITIONS
____DENIED

© Holding Company of The Villages, Inc., All Rights Reserved

IMPROVEMENT PLANS FOR VILLAGE OF SOUTHEN OAKS CSD RECREATION CENTER NO. 1 VOSO #100064

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°47'31"E, 576.82 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°12'29"W, 1065.19 FEET TO THE POINT OF BEGINNING; THENCE S74°59'44"E, 84.24 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 132.28 FEET AND A CHORD BEARING AND DISTANCE OF S09°01'00"W, 28.14 FEET TO WHICH A RADIAL LINE BEARS N74°52'28"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°12'44", AN ARC DISTANCE OF 28.19 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 71.59 FEET AND A CHORD BEARING AND DISTANCE OF S28°12'08"E, 78.52 FEET TO WHICH A RADIAL LINE BEARS N84°55'24"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 66°33'28", AN ARC DISTANCE OF 83.11 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 107.56 FEET AND A CHORD BEARING AND DISTANCE OF S27°36'58"E, 103.49 FEET TO WHICH A RADIAL LINE BEARS N39°13'57"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°46'01", AN ARC DISTANCE OF 110.26 FEET TO THE POINT OF TANGENCY; THENCE S57°01'58"E, 132.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°12'16", AN ARC DISTANCE OF 267.76 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°34'59", AN ARC DISTANCE OF 132.31 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°33'12", AN ARC DISTANCE OF 201.80 FEET TO THE POINT OF TANGENCY; THENCE N69°31'31"W, 254.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 425.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°30'27", AN ARC DISTANCE OF 174.37 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°39'07", AN ARC DISTANCE OF 187.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°53'11", AN ARC DISTANCE OF 243.27 FEET TO THE POINT OF TANGENCY; THENCE S68°12'06"W, 76.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°47'16", AN ARC DISTANCE OF 61.38 FEET; THENCE ALONG A NON-TANGENT LINE RUN N18°56'11"W, 17.44 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 135.25 FEET AND A CHORD BEARING AND DISTANCE OF N71°24'03"E, 60.54 FEET TO WHICH A RADIAL LINE BEARS S03°39'51"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°52'10", AN ARC DISTANCE OF 61.06 FEET; THENCE ALONG A NON-TANGENT LINE RUN N59°12'06"E, 73.84 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.77 FEET AND A CHORD BEARING AND DISTANCE OF N52°07'03"E, 95.62 FEET TO WHICH A RADIAL LINE BEARS S32°00'43"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°58'23", AN ARC DISTANCE OF 98.94 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 273.27 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°40'08", AN ARC DISTANCE OF 108.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 536.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°50'17", AN ARC DISTANCE OF 101.50 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 309.25 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°34'32", AN ARC DISTANCE OF 105.65 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 705.07 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°24'09", AN ARC DISTANCE OF 102.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 290.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°10'50", AN ARC DISTANCE OF 85.82 FEET TO THE POINT OF TANGENCY; THENCE N31°28'52"E, 192.72 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 301.37 FEET AND A CHORD BEARING AND DISTANCE OF N32°21'20"E, 157.07 FEET TO WHICH A RADIAL LINE BEARS S38°23'36"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°10'09", AN ARC DISTANCE OF 200.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.51 ACRES, MORE OR LESS.

NOTE:

THE LEGAL DESCRIPTION PROVIDED HEREON IS FOR PERMITTING AND/OR CONSTRUCTION PURPOSES ONLY AND SHOULD NOT BE USED FOR TRANSFER OF RIGHT, TITLE OR INTEREST.

Sheet List Table	
Sheet Number	Sheet Title
01	COVER
02	MASTER DEVELOPMENT PLAN
03	SITE PLAN
04	GRADING AND DRAINAGE PLAN
05	UTILITY PLAN
EC-01	EROSION CONTROL PLAN



VICINITY MAP

N
1" = 1000'

SECTION 16 AND 17; TOWNSHIP 20 SOUTH; RANGE 23 EAST
SUMTER COUNTY, FLORIDA
VERTICAL DATUM - NAVD 1988

NOTES:

1. THE STANDARD DETAILS FOR THIS PROJECT SHALL BE FOUND IN "THE VILLAGES, CONSTRUCTION & DEVELOPMENT MANUAL", DATED FEBRUARY 1, 2019, PREPARED BY DZURO & ASSOCIATES, OR AS AMENDED BY THESE PLANS.
2. THE STORMWATER MANAGEMENT SYSTEM SHALL BE OWNED AND MAINTAINED BY DEVELOPER, EXCEPT FOR THE STORMWATER MANAGEMENT SYSTEMS WITHIN THE DEDICATED RIGHT OF WAY, WHICH WILL BE OWNED AND MAINTAINED BY CITY OF WILDWOOD.
3. ALL UTILITY CONSTRUCTION SHALL BE TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND GIBSON PLACE UTILITY COMPANY (GPU) REQUIREMENTS.
4. ALL WATER AND SANITARY SEWER UTILITIES WITHIN UTILITY EASEMENTS SHALL BE OWNED & MAINTAINED BY GPU.
5. ALL IRRIGATION UTILITIES SHALL BE OWNED AND MAINTAINED BY GIBSON PLACE WATER CONSERVATION AUTHORITY (GPWCA).
6. THIS PROJECT BOUNDARY IS WITHIN THE VOSO STORMWATER EARTHWORKS - PHASE 11A PROJECT (SWFWMD APPLICATION NO. 936469), WHICH INCLUDES EROSION CONTROL MEASURES.
7. THIS PROJECT LIES WITHIN THE VILLAGES OF SOUTHERN OAKS, PHASE 11-A MASTER PLAN, AS APPROVED BY THE CITY OF WILDWOOD.

WATER AND WASTE WATER UTILITIES
GIBSON PLACE UTILITY COMPANY (GPU)
3619 KIESSEL ROAD
THE VILLAGES, FL 32163
(352) 753-6260

ELECTRICAL POWER UTILITIES
SUMTER ELECTRIC
COOPERATIVE, INC. (SECO)
330 SOUTH US HIGHWAY 301
SUMTERVILLE, FL 33585
(352) 793-3801

IRRIGATION UTILITIES
GIBSON PLACE WATER CONSERVATION
AUTHORITY (GPWCA)
3619 KIESSEL ROAD
THE VILLAGES, FL 32163
(352) 752-6360

SOLID WASTE COLLECTION
CITY OF WILDWOOD APPROVED FRANCHISE

CABLE TELEVISION/INTERNET
NEXT LINK COMMUNICATION, LLC
4450 NE 83RD ROAD
WILDWOOD, FL 34785
TOM MCDONOUGH, MANAGER
(352) 753-6219

LANDSCAPE ARCHITECT
MICHAEL PAPE AND ASSOCIATES, P.A.
2951 SE 17TH STREET
OCALA, FL 34471
SUZANNE STANCIL
(352) 351-9500

NATURAL GAS UTILITIES
CITY OF LEESBURG - GAS
306 S 6TH STREET
LEESBURG, FL 34748
BILLIE SHELL
(352) 728-9840

OWNER	APPLICANT	ENGINEER	SURVEYOR
BUFFALO HIDE AND CATTLE COMPANY, LLC 3619 KIESSEL RD. THE VILLAGES, FL 32163 MARTIN L. DZURO, ITS MANAGER	THE VILLAGES DEVELOPMENT COMPANY, LLC BY: TVL COMPANY, LLC 3601 KIESSEL ROAD THE VILLAGES, FL 32163 MARTIN L. DZURO, ITS MANAGER	CLYMER FARNER BARLEY, Inc. 4450 NE 83RD ROAD WILDWOOD, FL 34785 STEPHEN M. CAMPBELL, PE FL. LIC. NO. 83530 (352) 748-3126	CLYMER FARNER BARLEY, Inc. 4450 NE 83RD ROAD WILDWOOD, FL 34785 KAYE JAMESON, PSM FL. REG. NO. 5912 (352) 748-3126

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

CFB CLYMER FARNER BARLEY
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFB-Inc.COM CA #4709

CSD RECREATION CENTER NO. 1



APPROVED
By Amanda Bush at 8:10 am, Mar 21, 2022

BY	REVISIONS	DATE

CFB | CLYMER FARMER BARLEY

CLYMER FARMER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-1040 FAX (352) 748-1041
WWW.CFB-INC.COM CA #4799

The Villages Engineering

VILLAGE OF SOUTHEN OAKS
CSD RECREATION CENTER NO. 1
VOSO #100064

MASTER DEVELOPMENT PLAN

SAVE DATE	2/22/2022
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1-0063.0752
FILE NAME	752-MPHO_MD

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

SHEET NUMBER 02



50 25 0 50 100 150

SCALE IN FEET
1" = 50'

APPROVED
By Amanda Bush at 8:10 am, Mar 21, 2022

NOTES:

1. BEFORE DIGGING, IT IS THE CONTRACTORS RESPONSIBILITY TO HAVE UNDERGROUND UTILITIES LOCATED FOR PROTECTION, SO AS NOT TO DISTURB ANY UTILITIES REMAINING ON AND/OR OFF SITE.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ANY EXISTING UTILITIES IN CONFLICT WITH THIS PROPOSED SITE PLAN AND TO COORDINATE RELOCATION WITH RESPECTIVE UTILITY PROVIDERS.
3. ALL RADII ARE 5' UNLESS INDICATED OTHERWISE.
4. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB UNLESS INDICATED OTHERWISE.
5. ALL TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
6. ALL TRAFFIC FLOW ARROWS, STOP BARS, AND TRAFFIC SEPARATION CENTERLINES SHALL BE LEAD-FREE PAINT.
7. ALL HANDICAP ACCESSIBLE SIDEWALK ROUTES AND ALL SITE SIDEWALKS ARE NOT TO EXCEED A 2.00% MAXIMUM CROSS SLOPE WITH A MAXIMUM RUN SLOPE OF 5% NOT TO EXCEED 12:1 WITHOUT THE ADDITION OF A HANDICAP HANDRAIL SYSTEM ALONG THE WALKING PATH IN AREA OF MAX SLOPE (GREATER THAN 5% BUT LESS THAN 12:1). IF DURING FINAL BUILDING CERTIFICATION ANY OF THESE AREAS ARE FOUND EXCEEDING ACCESSIBILITY LIMITS (MAXIMUM 2.00% CROSS SLOPE) FOR CERTIFICATE OF OCCUPANCY, IT SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR TO REMOVE AND REPLACE ALL AREAS FOUND TO BE UNACCEPTABLE BY INSPECTOR. THIS WORK SHALL BE COMPLETED WITH NO ADDITIONAL COST TO OWNER AND/OR DESIGNER.
8. VERTICAL DATUM IS BASED ON NAVD 1988 AND REFERENCED TO 'S 603'.

SITE DATA

1. PROJECT AREA = 6.51 AC. (283,575.6 SQ. FT.)
2. ZONING: APD
3. PROJECT ADDRESS: TO BE ASSIGNED
4. BUILDING TYPE:
   POOL BUILDING - ONE STORY (16' HEIGHT, CONCRETE BLOCK (333 SQ. FT.)
   POOL EQUIPMENT BUILDING - ONE STORY (16' HEIGHT, CONCRETE BLOCK (582 SQ. FT.)
   PAVILION (1) - ONE STORY OPEN SIDED (16' HEIGHT) (600 SQ. FT.)
   PAVILION (2) - ONE STORY OPEN SIDED (16' HEIGHT) (600 SQ. FT.)
   POSTAL BUILDING - ONE STORY (16' HEIGHT, CONCRETE BLOCK (1,120 SQ. FT.)
5. BUILDING SETBACK: 0FT. FROM PROPERTY OWNED BY DEVELOPER
6. PARKING DATA:
   REQUIRED PARKING: 1 SPACE/333 SQ.FT
   9,649/333= 13
   STANDARD PARKING SPACES (PROVIDED):
   10' x 18' SPACES = 52
   HANDICAP PARKING SPACES (PROVIDED):
   12' x 18' = 4
   TOTAL PARKING PROVIDED: 56 SPACES
   HANDICAP PARKING SPACES (REQUIRED): 3 SPACES
7. ENGINEER/SURVEYOR: CLYMER, FARNER, BARLEY, INC.
   4450 NE 83RD ROAD
   WILDWOOD, FL 34785
   (352) 748-3126
8. PERMITTING AGENCIES
   - CITY OF WILDWOOD - SWFWMD
9. WATER AND SANITARY SEWER PROVIDED BY GPU.
10. UNDERGROUND ELECTRICAL TRANSMISSION SYSTEM PROVIDED BY SECO.
11. SOLID WASTE BY CITY OF WILDWOOD APPROVED FRANCHISE.
12. TELEPHONE SERVICE BY NEXT LINK.
13. IRRIGATION BY GPWCA.
14. GAS PROVIDED/SERVICED BY THE CITY OF LEESBURG.
15. LOCATED IN SECTION 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 23 EAST WILDWOOD, SUMTER COUNTY, FLORIDA
16. MONUMENT SIGN SETBACKS PER 163 AGREEMENT.
17. AREAS FOR TOTAL SITE (BASED ON FOOTPRINT, NOT INTERIOR SQ. FOOTAGE)

PROPOSED POSTAL BUILDINGS	= 1,120 SQ. FT. (0.03 AC.) 0.46%
PROPOSED PAVILIONS (1)	= 600 SQ. FT. (0.02 AC.) 0.20%
PROPOSED PAVILIONS (2)	= 600 SQ. FT. (0.02 AC.) 0.20%
PROPOSED SIDEWALKS	= 7,815.0 SQ. FT. (0.18 AC.) 2.76%
PROPOSED PED. PATH	= 25,482.5 SQ. FT. (0.59 AC.) 8.98%
POOL BUILDING	= 333 SQ. FT. (0.01 AC.) 0.15%
POOL EQUIPMENT BUILDING	= 582 SQ. FT. (0.01 AC.) 0.15%
POOL AREA	= 9,769 SQ. FT. (0.22 AC) 3.30%
PROPOSED ASPHALT	= 22,848.2 SQ. FT. (0.52 AC.) 7.90%
TOTAL IMPERVIOUS AREA	= 69,992.0 SQ. FT. (1.60 AC.) 24.52%
OPEN AREA	= 214,000.0 SQ. FT. (4.91 AC.) 75.43%
PROJECT AREA	= 283,575.6 SQ. FT. (6.51 AC.) 100%

= PROPOSED ASPHALT

= PROPOSED CONCRETE

DATE	REVISIONS	BY
2/23/2022	1 PER CITY COMMENTS	DMD

CLYMER FARNER BARLEY
CFB
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126
WWW.CFBINCLOSM.CA #4799

The Villages

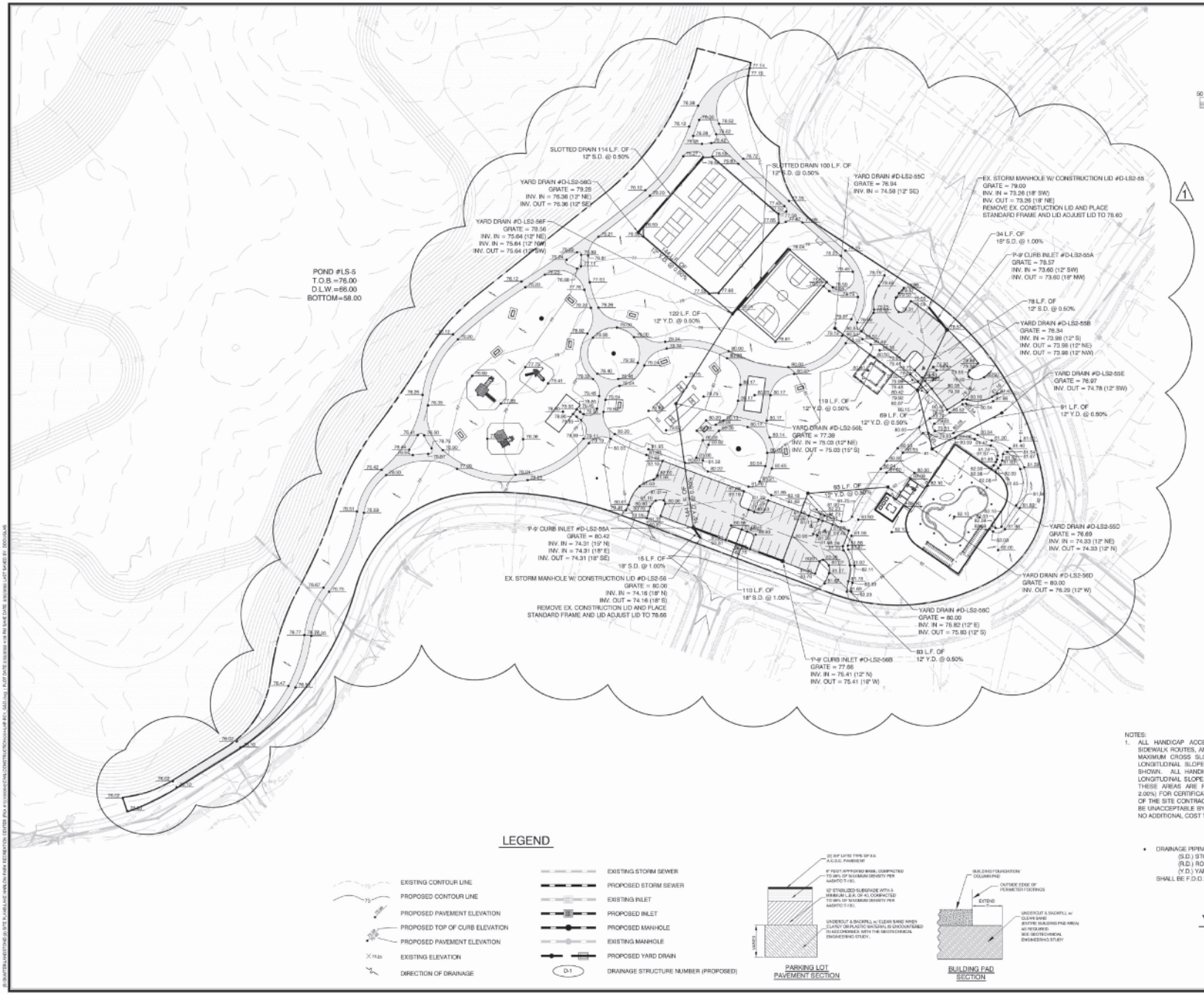
VILLAGE OF SOUTHERN OAKS
CSD RECREATION CENTER NO. 1
VOSO #

SITE PLAN

SAVE DATE	2/22/2022
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1-0063.0752
FILE NAME	SSA-APPROVED_SITE

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

SHEET NUMBER 03



DATE	REVISIONS	BY
2/25/2022	PER CITY COMMENTS	DMD

CFB | CLYMER FARMER BARLEY
CLYMER FARMER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
352.748.3160
WWW.CFB-INC.COM CA #4799

The Villages

VILLAGE OF SOUTHEN OAKS
CSD RECREATION CENTER NO. 1
VOSO #100064

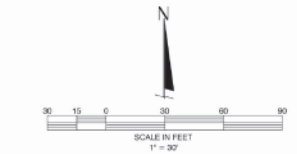
GRADING AND DRAINAGE PLAN

SAVE DATE	2/22/2022
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1-00003.0752
FILE NAME	00VILLAGES_GMD

SHEET NUMBER 04

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

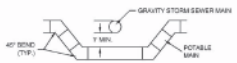




APPROVED
By Amanda Bush at 8:10 am, Mar 21, 2022

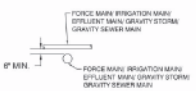
LEGEND

- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- EXISTING IRRIGATION MAIN
- PROPOSED IRRIGATION MAIN
- EXISTING VALVE
- PROPOSED VALVE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED WATER SERVICE
- FIRE DEPARTMENT CONNECTION (F.D.C.)
- EXISTING SANITARY SEWER
- EXISTING MANHOLE
- PROPOSED SANITARY SEWER
- PROPOSED MANHOLE
- SAMPLE POINT



POTABLE & STORM SEWER MAIN CROSSING

NOTE:
CONTRACTOR SHALL USE PIPE DEFLECTION AND/OR FITTINGS TO ENSURE CLEARANCE REQUIREMENTS



NON-POTABLE PRESSURE MAIN CROSSING DETAIL

1

NOTE:
1. IT IS THE RESPONSIBILITY OF THE SITE CONTRACTOR TO CONSTRUCT ALL WATER SERVICES, WATER AND FIRE MAINS, AND SANITARY SEWER TRUNKS AND LATERAL SERVICES AS SHOWN ON THESE PLANS TO WITHIN 5 FT OF THE EXTERIOR WALL OF THE BUILDING.
2. ALL ON-SITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.
3. CONTRACTOR SHALL COORDINATE ALL UTILITY INSTALLATIONS WITH THE GIBSON PLACE UTILITY COMPANY.
4. CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE GIBSON PLACE UTILITY COMPANY 2 WEEKS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO ANY MATERIALS BEING DELIVERED ON-SITE.

BY	DESCRIPTION	DATE
DMD	REVISIONS PER CITY COMMENTS	

CFB | CLYMER FARMER BARLEY
CLYMER FARMER BARLEY, Inc.
4489 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3160
WWW.CFB-INC.COM CA #4799

The Villages Engineering

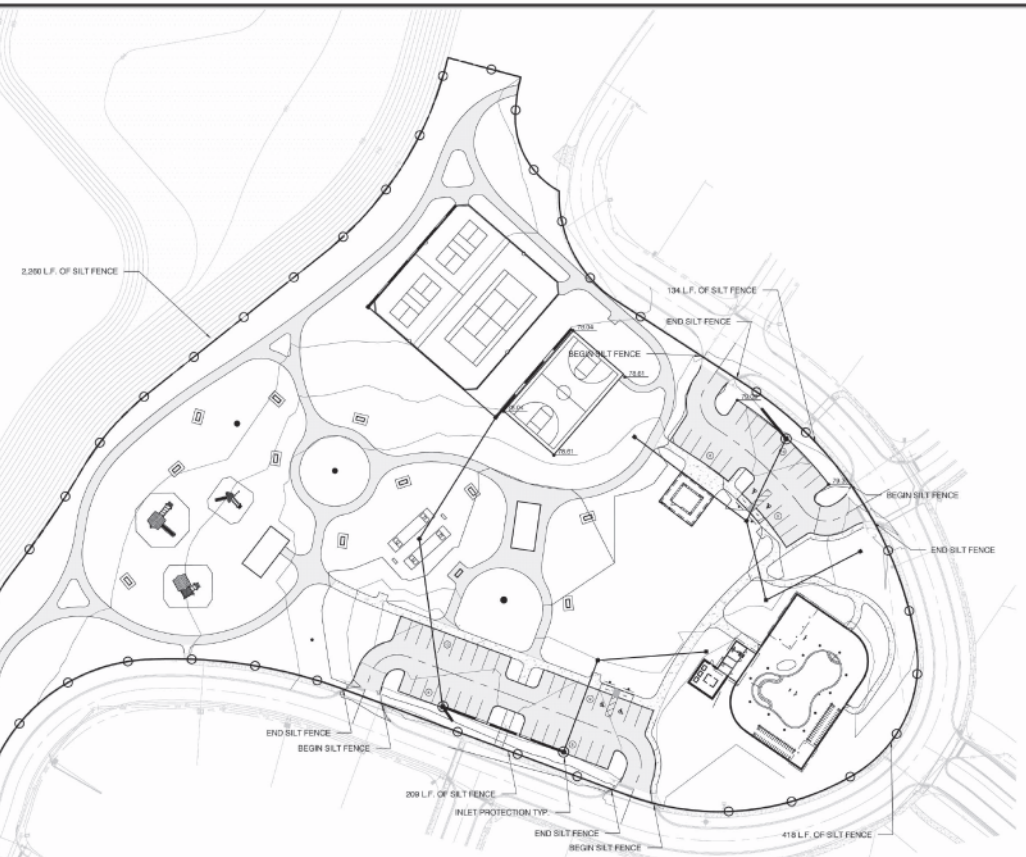
VILLAGE OF SOUTHEN OAKS CSD RECREATION CENTER NO. 1 VOSO #100064

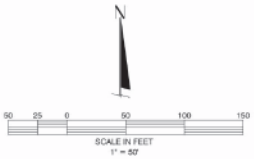
UTILITY PLAN

SAVE DATE	2/22/2022
DRAWN BY	DMD
CHECKED BY	SMC
PROJECT #	E1-0063.0752
FILE NAME	E0063P001 UTILITY

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

SHEET NUMBER 05



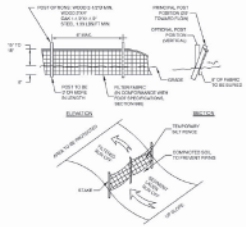


APPROVED
By Amanda Bush at 8:10 am, Mar 21, 2022

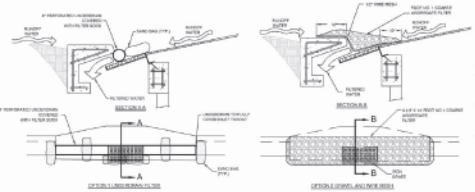
NOTES:

1. THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM, WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF-SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT.
2. TEMPORARY EROSION CONTROL TO BE UTILIZED DURING CONSTRUCTION AT AREAS DESIGNATED BY THE ENGINEER OR AREAS ONSITE WHERE UNSTABILIZED GRADES MAY CAUSE EROSION PROBLEMS. EROSION CONTROL MAY BE REMOVED AFTER UPSLOPE AREA HAS BEEN STABILIZED BY SOD, OR COMPACTED, AS DETERMINED BY THE OWNER.
3. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICAL TIME, CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES, AND WATER RESOURCES.
4. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICAL, EFFECTIVE, AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENCY IN LIEU OF PERMANENT MEASURES.
5. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT.
6. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.
7. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
8. MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCKPILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATERCOURSE BY RUNOFF OR HIGH WATER.
9. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED, AND SEEDED.
10. SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).
11. SILT FENCE TO REMAIN IN PLACE UNTIL FINISH GRADING FOR THE LANDSCAPING IS UNDER WAY.
12. PROTECT ALL CURB INLETS & GRATE INLETS AS SHOWN IN DETAILS SD-26 & SD-27 OF THE VILLAGES CONSTRUCTION & DEVELOPMENT MANUAL, LATEST EDITION.

NOTE:
THE EROSION CONTROL MEASURES SHOWN ON THIS PLAN ARE, IN THE OPINION OF THE ENGINEER, THE MINIMUM THAT MAY BE REQUIRED. ACTUAL FIELD CONDITIONS MAY REQUIRE EITHER ADDITIONAL OR REDUCED EROSION CONTROL MEASURES TO BE IMPLEMENTED. THE CONTRACTOR IS DIRECTED TO FOLLOW STANDARD BEST MANAGEMENT PRACTICES IN IMPLEMENTING A SUCCESSFUL EROSION CONTROL PLAN.

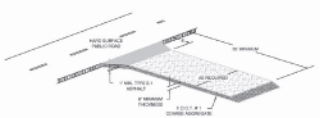


FLORIDA DOT TYPE III SILT FENCE
AND EROSION CONTROL
NOT TO SCALE



NOTES:
1. DIMENSIONS OF SEDIMENT FILTER DETAILS MAY BE ADJUSTED FOR TYPE "S" CURB INLET TOPS.
2. PRE-MANUFACTURED INLET SOCK MAY BE SUBSTITUTED IF APPROVED BY THE ENGINEER.
3. SEE EROSION CONTROL PLAN FOR LOCATION AND APPLICABILITY.

CURB INLET SEDIMENT FILTER DETAIL
NOT TO SCALE



GRAVEL CONSTRUCTION ENTRANCE
NOT TO SCALE

XXXXXX
REGISTERED ENGINEER NO. XX
STATE OF FLORIDA

XXXXX
XX.XX.
THE VILLAGES OF LAKE SUMTER, INC.

REVISIONS	DATE	BY

CFB | CLYMER FARMER BARLEY
CLYMER FARMER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3160
WWW.CFB-INC.COM CA #4799

The Villages Engineering

VILLAGE OF SOUTHEN OAKS
CSD RECREATION CENTER NO. 1
VOSO #100064

EROSION CONTROL PLAN

SAVE DATE	2/22/2022
DRAWN BY	DMD
CHECKED BY	####
PROJECT #	E1-0063.0752
FILE NAME	SDE-LAP-PC1_EROSION

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 93930. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

SHEET NUMBER EC-01

AGENCY	PERMIT #	SUBMITTED	STATUS
CITY OF WILDWOOD			
SWFWMD			
FDEP NPDES			
FDEP WATER			
FDEP SEWER			

Middleton

Stephen M. campbell

Digitally signed by Stephen M. campbell
Date: 2023.05.08 12:12:47 -04'00'

DATE	REVISIONS	BY
5-5-2023	CITY OF WILDWOOD RAI #2	TDC

PLANS REVIEWED BY CITY OF WILDWOOD DEVELOPMENT SERVICES DEPARTMENT

X APPROVED
____APPROVED WITH CONDITIONS
____DENIED

MAJOR SITE PLAN FOR
THE VILLAGES OF SOUTHERN OAKS
MIDDLETON
THURSTON PARK (VOSO #100066)

LEGAL DESCRIPTION

A PORTION OF LANDS LYING IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE RUN NORTH 89°52'59" WEST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1739.18 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 09°00'00" EAST, A DISTANCE OF 892.11 FEET TO A POINT HEREINAFTER KNOWN AS REFERENCE POINT "A" AND THE POINT OF BEGINNING, SAID POINT BEING ON A 20.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46°17'18" EAST AND A CHORD LENGTH OF 27.96 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°40'55", AN ARC DISTANCE OF 30.96 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 01°56'51" EAST, A DISTANCE OF 291.83 FEET TO A POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 43°03'09" WEST AND A CHORD LENGTH OF 28.28 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 88°03'09" WEST, A DISTANCE OF 68.74 FEET TO A POINT OF CURVATURE OF A 375.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 76°37'53" WEST AND A CHORD LENGTH OF 198.11 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°37'55", AN ARC DISTANCE OF 200.49 FEET TO A POINT OF REVERSE CURVATURE OF A 245.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 75°45'20" WEST AND A CHORD LENGTH OF 122.19 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°52'49", AN ARC DISTANCE OF 123.49 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°48'15" WEST, A DISTANCE OF 455.98 FEET TO A POINT OF CURVATURE OF A 125.30 FOOT RADIUS CURVE, CONCAVE TO THE EAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°24'45" WEST AND A CHORD LENGTH OF 250.60 FEET; THENCE RUN NORTHWESTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 179°33'59", AN ARC DISTANCE OF 392.69 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°22'14" EAST, A DISTANCE OF 826.89 FEET TO THE POINT OF BEGINNING.

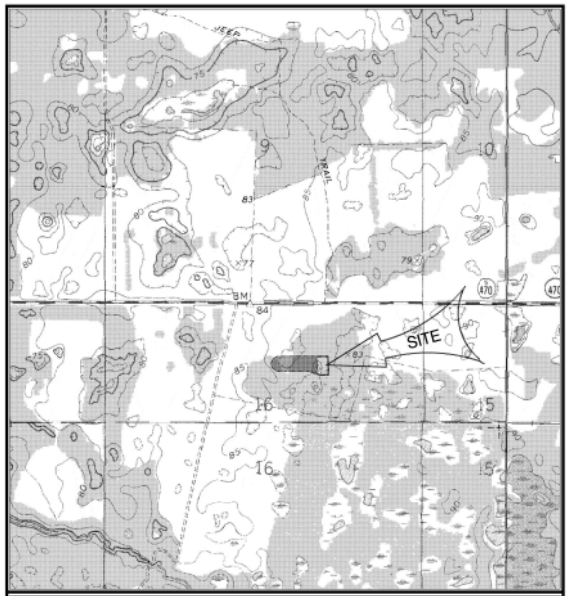
LESS AND EXCEPT:

RETURNING TO REFERENCE POINT "A"; THENCE RUN SOUTH 61°16'29" WEST, A DISTANCE OF 32.93 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A 35.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46°17'18" EAST AND A CHORD LENGTH OF 48.92 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°40'55", AN ARC DISTANCE OF 54.17 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 01°56'51" EAST, A DISTANCE OF 232.51 FEET TO A POINT OF CURVATURE OF A 35.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 43°03'09" WEST AND A CHORD LENGTH OF 49.50 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 88°03'09" WEST, A DISTANCE OF 38.74 FEET TO A POINT OF CURVATURE OF A 360.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, BEING SUBTENDED BY A CHORD BEARING OF NORTH 84°10'04" WEST AND A CHORD LENGTH OF 97.46 FEET; THENCE RUN WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°13'35", AN ARC DISTANCE OF 97.76 FEET TO A POINT OF COMPOUND CURVATURE OF A 35.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 31°03'19" WEST AND A CHORD LENGTH OF 49.78 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°39'55", AN ARC DISTANCE OF 55.38 FEET TO A POINT OF REVERSE CURVATURE OF A 405.05 FOOT RADIUS CURVE, CONCAVE TO THE WEST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 0°25'48" WEST AND A CHORD LENGTH OF 205.67 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°24'53", AN ARC DISTANCE OF 207.95 FEET TO A POINT OF REVERSE CURVATURE OF A 35.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°07'00" EAST AND A CHORD LENGTH OF 55.35 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 104°30'29", AN ARC DISTANCE OF 63.84 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°22'14" EAST, A DISTANCE OF 120.04 FEET TO THE POINT OF BEGINNING.

REMAINING LANDS CONTAINING 4.709 ACRES, MORE OR LESS.

NOTE:

THE LEGAL DESCRIPTION PROVIDED HEREON IS FOR PERMITTING AND/OR CONSTRUCTION PURPOSES ONLY AND SHOULD NOT BE USED FOR TRANSFER OF RIGHT, TITLE OR INTEREST.



VICINITY MAP

1"= 1000'

SECTION 16; TOWNSHIP 20 SOUTH; RANGE 23 EAST
SUMTER COUNTY, FLORIDA
VERTICAL DATUM - NAVD 1988

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
01	COVER
02	MASTER DEVELOPMENT PLAN
03	SITE PLAN
04	GRADING PLAN
05	DRAINAGE PLAN
06	UTILITY PLAN
EC-1	EROSION CONTROL PLAN

APPROVED
By Shaun Raja at 4:32 pm, Jun 01, 2023

NOTES:

1. THE STANDARD DETAILS FOR THIS PROJECT SHALL BE FOUND IN "THE VILLAGES, CONSTRUCTION & DEVELOPMENT MANUAL", DATED JULY 2022, PREPARED BY DZURO & ASSOCIATES, OR AS AMENDED BY THESE PLANS.
2. THE STORMWATER MANAGEMENT SYSTEM SHALL BE OWNED AND MAINTAINED BY DEVELOPER, EXCEPT FOR THE STORMWATER MANAGEMENT SYSTEMS WITHIN THE DEDICATED RIGHT OF WAY, WHICH WILL BE OWNED AND MAINTAINED BY CITY OF WILDWOOD.
3. ALL UTILITY CONSTRUCTION SHALL BE TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND GIBSON PLACE UTILITY COMPANY (GPU) REQUIREMENTS.
4. ALL WATER AND SANITARY SEWER UTILITIES WITHIN UTILITY EASEMENTS SHALL BE OWNED & MAINTAINED BY GPU.
5. ALL IRRIGATION UTILITIES SHALL BE OWNED AND MAINTAINED BY GIBSON PLACE WATER CONSERVATION AUTHORITY (GPWCA).
6. THIS PROJECT BOUNDARY IS WITHIN THE VOSO STORMWATER EARTHWORKS - PHASE 11A MODIFICATION #3 PROJECT (SWFWMD APP ID. NO 858432), WHICH INCLUDES EROSION CONTROL MEASURES.
7. THIS PROJECT LIES WITHIN THE VILLAGES OF SOUTHERN OAKS; PHASE XI-A MASTER PLAN, AS APPROVED BY THE CITY OF WILDWOOD.

WATER AND WASTE WATER UTILITIES
GIBSON PLACE UTILITY COMPANY (GPU)
c/o McDONOUGH DEVELOPMENT SERVICES
4450 N.E. 83RD ROAD
WILDWOOD, FL 34785
(352) 753-6219

CABLE TELEVISION/INTERNET
NEXT LINK COMMUNICATION, LLC.
c/o McDONOUGH DEVELOPMENT SERVICES
4450 N.E. 83RD ROAD
WILDWOOD, FL 34785
(352) 753-6219

ELECTRICAL POWER UTILITIES
SUMTER ELECTRIC
COOPERATIVE, INC. (SECO)
P.O. BOX 301
SUMTERVILLE, FL 33585
(352) 793-3801; EXT. 1330

LANDSCAPE ARCHITECT
MICHAEL PAPE AND ASSOCIATES, P.A.
2351 S.E. 17TH STREET
OCALA, FL 34471
SUZANNE STANCIL
(352) 351-3500

IRRIGATION UTILITIES
GIBSON PLACE WATER
CONSERVATION AUTHORITY (GPWCA)
c/o McDONOUGH DEVELOPMENT SERVICES
4450 N.E. 83RD ROAD
WILDWOOD, FL 34785
(352) 753-6219

NATURAL GAS UTILITIES
CITY OF LEESBURG - GAS
501 MEADOWS STREET
LEESBURG, FL 34748
BILLIE SHELL
(352) 728-9840

SOLID WASTE COLLECTION
CITY OF WILDWOOD APPROVED
FRANCHISE

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

OWNER/APPLICANT
THE VILLAGES DEVELOPMENT COMPANY, LLC
BY: VDC MANAGER, LLC
3619 KIESSEL ROAD
THE VILLAGES, FL 32163
MARTIN L. DZURO, ITS MANAGER
(352) 753-6260

ENGINEER
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD ROAD
WILDWOOD, FL 34785
STEPHEN M. CAMPBELL, P.E.
FL. LIC. NO. 83530
(352) 748-3126

SURVEYOR
CLYMER FARNER BARLEY, Inc.
4450 NE 83RD ROAD
WILDWOOD, FL 34785
KAYE JAMESON, PSM
FL. REG. NO. 1918
(352) 748-3126

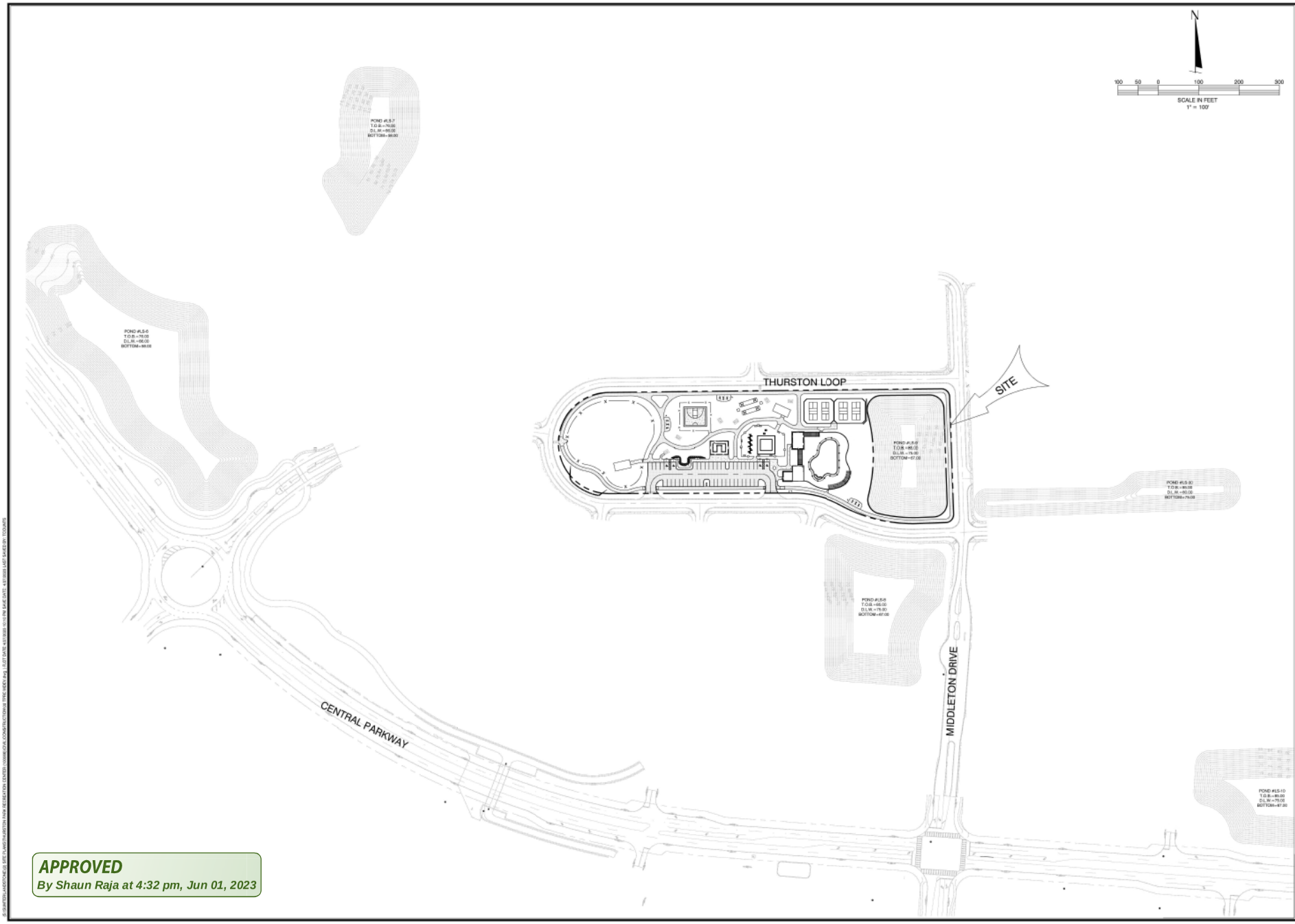
The Villages

© Holding Company of The Villages, Inc., All Rights Reserved

CFB CLYMER FARNER BARLEY

CLYMER FARNER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352) 748-3126

THURSTON PARK (VOSO #100066)



APPROVED
By Shaun Raja at 4:32 pm, Jun 01, 2023

BY	REVISIONS	DATE

CFB | CLYMER FARMER BARLEY

CLYMER FARMER BARLEY, Inc.
4400 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3120

Middleton

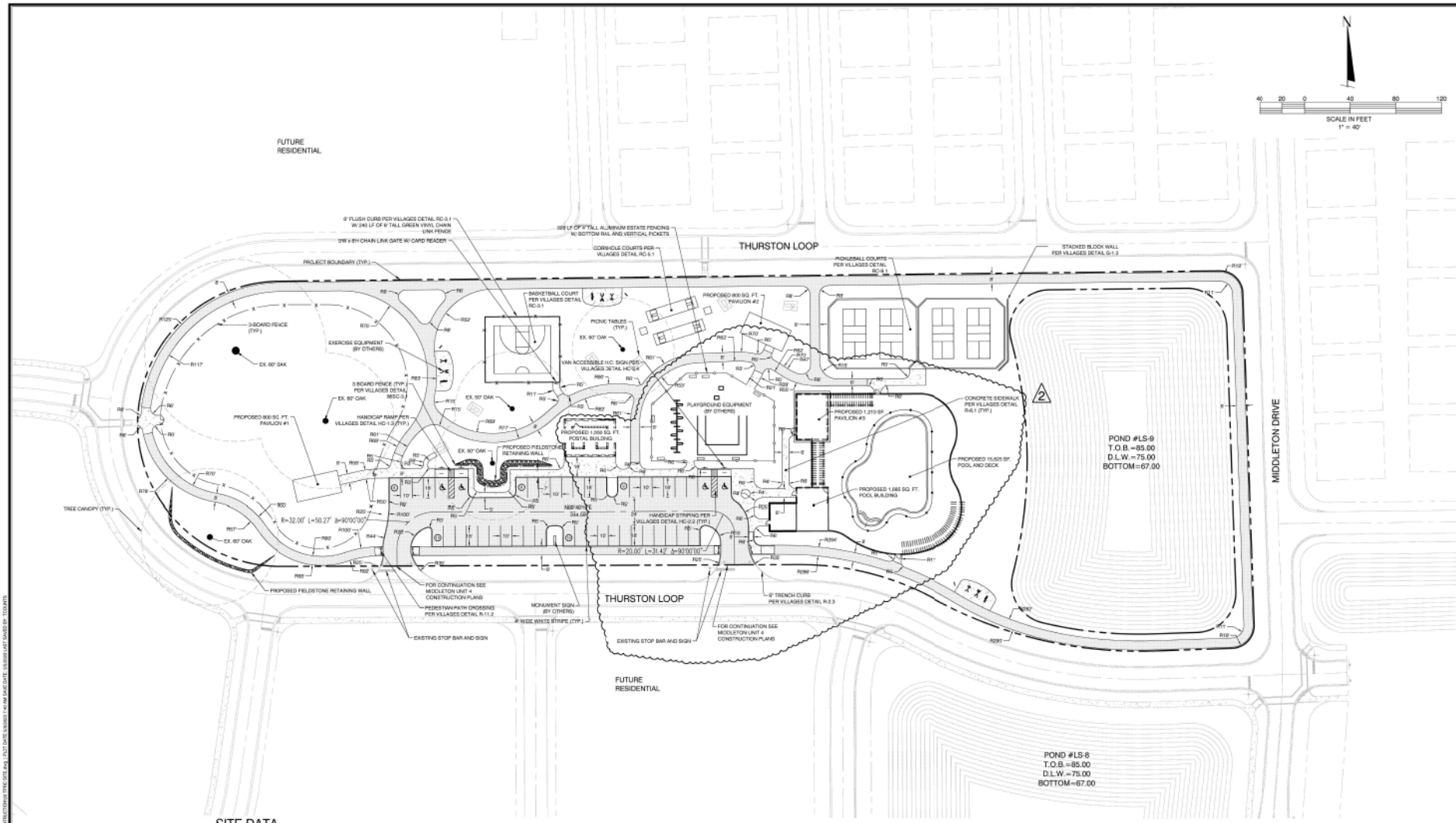
THE VILLAGES OF SOUTHERN OAKS
MIDDLETON
THURSTON PARK (VOSO #100066)

MASTER DEVELOPMENT PLAN

SAVE DATE:	4/27/2023
DRAWN BY	TDC
CHECKED BY	SMC
PROJECT #	E1:6063.0600
FILE NAME	02 TPK MDP

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 89388. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

SHEET NUMBER 02



SITE DATA

1. PROJECT AREA = 4.709 AC. (205,124 SQ. FT.)
2. ZONING: ARD
3. PROJECT ADDRESS: TO BE ASSIGNED
4. BUILDING TYPE:
   POSTAL BUILDING - ONE STORY, 16' HEIGHT, CONCRETE BLOCK, (1,550 SQ. FT.)
   POOL BUILDING - ONE STORY 16' HEIGHT, CONCRETE BLOCK (1,685 SQ. FT.)
   PAVILION #1 - ONE STORY, 16' HEIGHT, OPEN SIDED (800 SQ. FT.)
   PAVILION #2 - ONE STORY, 16' HEIGHT, OPEN SIDED (800 SQ. FT.)
   PAVILION #3 - ONE STORY, 16' HEIGHT, OPEN SIDED (1,210 SQ. FT.)
5. BUILDING SETBACK: 0FT. FROM PROPERTY OWNED BY DEVELOPER
6. PARKING DATA:
   REQUIRED PARKING: 1 SPACE/300 SQ.FT
   6,085 S.F. x 1 P.S./300 S.F. = 21 SPACES
   STANDARD PARKING SPACES (PROVIDED): 10' x 18' SPACES = 41
   HANDICAP PARKING SPACES (PROVIDED): 12' x 18' = 4
   TOTAL PARKING PROVIDED: 45 SPACES
   HANDICAP PARKING SPACES (REQUIRED): 2 SPACES
7. ENGINEER/SURVEYOR: CLYMER, FARNER, BARLEY, INC.
   4490 NE 83RD ROAD
   WILDWOOD, FL 34785
   (352) 748-3120
8. PERMITTING AGENCIES
   - CITY OF WILDWOOD - SWFWMD
9. WATER AND SANITARY SEWER PROVIDED BY GPU.
10. UNDERGROUND ELECTRICAL TRANSMISSION SYSTEM PROVIDED BY SECO.
11. SOLID WASTE BY CITY OF WILDWOOD APPROVED FRANCHISE.
12. TELEPHONE SERVICE BY NEXT LINK.
13. IRRIGATION BY GPWCA.
14. GAS PROVIDED/SERVICED BY THE CITY OF LEESBURG.
15. LOCATED IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 25 EAST WILDWOOD, SUMTER COUNTY, FLORIDA
16. MONUMENT SIGN SETBACKS PER 163 AGREEMENT.
17. AREAS FOR TOTAL SITE (BASED ON FOOTPRINT, NOT INTERIOR SQ. FOOTAGE)

PROPOSED BUILDINGS	= 6,085 SQ. FT. (0.14 AC.) 2.97%
PROPOSED SIDEWALKS	= 9,875 SQ. FT. (0.23 AC.) 4.81%
POOL AREA	= 15,625 SQ. FT. (0.36 AC.) 7.62%
PROPOSED ASPHALT	= 62,679 SQ. FT. (1.44 AC.) 30.76%
TOTAL IMPERVIOUS AREA	= 74,164 SQ. FT. (1.70 AC.) 36.16%
OPEN AREA	= 130,960 SQ. FT. (3.01 AC.) 63.84%
PROJECT AREA	= 205,124 SQ. FT. (4.71 AC.) 100%

18. TYPES OF CONSTRUCTION AND MINIMUM FIRE FLOW REQUIREMENTS FOR THE BUILDING ARE : 1,685 S.F. POOL BUILDING IS TYPE V-B, UNPROTECTED. TYPE V(000) - 1,500 GPM/2 HOURS
19. PER FIRM MAP 12119C0144E, DATED JUNE 05, 2009, A PORTION OF THIS SITE LIES WITHIN AN AE FLOODPLAIN WITH 100-YEAR FLOODPLAIN ELEVATIONS OF 84.2, 84.3, 84.7, AND 84.8. FINISHED FLOOR ELEVATIONS OF THE PROPOSED BUILDINGS RANGE BETWEEN 85.8 AND 87.2.
20. PROJECT NUMBER OF EMPLOYEES: UNKNOWN.

NOTES:

1. BEFORE DIGGING, IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE UNDERGROUND UTILITIES LOCATED FOR PROTECTION, SO AS NOT TO DISTURB ANY UTILITIES REMAINING ON-AND/OR OFF SITE.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ANY EXISTING UTILITIES IN CONFLICT WITH THIS PROPOSED SITE PLAN AND TO COORDINATE RELOCATION WITH RESPECTIVE UTILITY PROVIDERS.
3. ALL RADII ARE 5' UNLESS INDICATED OTHERWISE.
4. ALL DIMENSIONS SHOWN ARE TO EOP UNLESS INDICATED OTHERWISE.
5. ALL TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
6. ALL TRAFFIC FLOW ARROWS, STOP BARS, AND TRAFFIC SEPARATION CENTERLINES SHALL BE LEAD-FREE PAINT.
7. ALL HANDICAP ACCESSIBLE SIDEWALK ROUTES AND ALL SITE SIDEWALKS ARE NOT TO EXCEED A 2.00% MAXIMUM CROSS SLOPE WITH A MAXIMUM RUN SLOPE OF 5% NOT TO EXCEED 12:1 WITHOUT THE ADDITION OF A HANDICAP HANDRAIL SYSTEM ALONG THE WALKING PATH IN AREA OF MAX. SLOPE (GREATER THAN 5% BUT LESS THAN 12:1). IF DURING FINAL BUILDING CERTIFICATION ANY OF THESE AREAS ARE FOUND EXCEEDING ACCESSIBILITY LIMITS (MAXIMUM 2.00% CROSS SLOPE) FOR CERTIFICATE OF OCCUPANCY, IT SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR TO REMOVE AND REPLACE ALL AREAS FOUND TO BE UNACCEPTABLE BY INSPECTOR. THIS WORK SHALL BE COMPLETED WITH NO ADDITIONAL COST TO OWNER AND/OR DESIGNERS.
8. VERTICAL DATUM IS BASED ON NAVD 1988 AND REFERENCED TO "S 602".

= PROPOSED ASPHALT

= PROPOSED CONCRETE

APPROVED
By Shaun Raja at 4:32 pm, Jun 01, 2023

DATE	REVISIONS	BY
5/5/2023	REVISED PER CITY OF WILDWOOD COMMENTS	TDC

CLYMER FARNER BARLEY
CFB
CLYMER FARNER BARLEY, Inc.
4490 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3120

Middleton

THE VILLAGES OF SOUTHERN OAKS
MIDDLETON
THURSTON PARK (VOSO #100066)

SITE PLAN

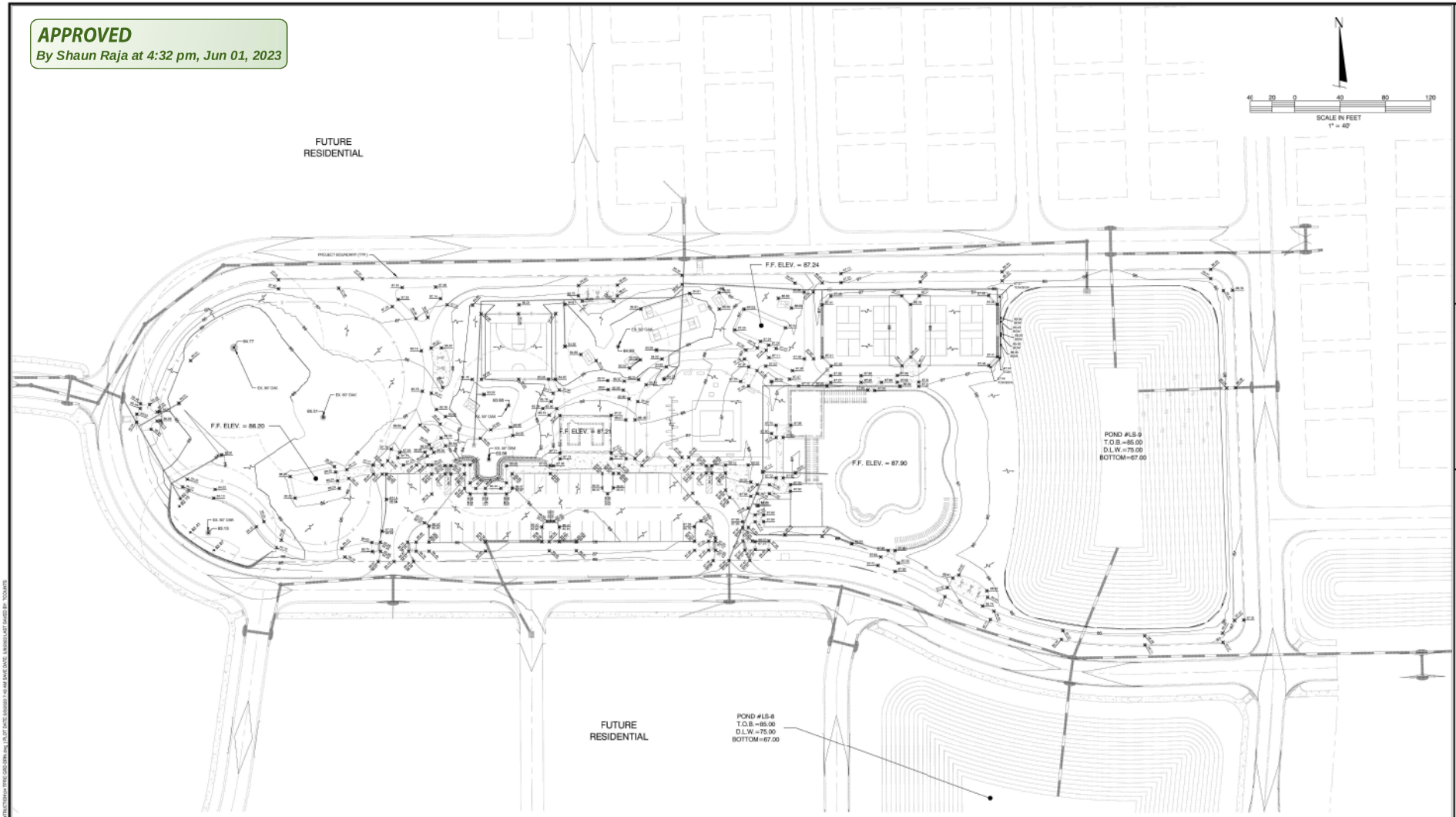
SAVE DATE:	5/5/2023
DRAWN BY	TDC
CHECKED BY	SMC
PROJECT #	E16060.0800
FILE NAME	03 TPRO SITE

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

SHEET NUMBER 03

G:\SITE\LAKEPOINTE\CIVIL SITE\CLYMER\THURSTON PARK DEDICATION STATES\1100\MEDICAL CONSTRUCTION\TPRC SITE.dwg | PLOT DATE: 5/5/2023 | AUTOCAD PLOT DATE: 5/5/2023 | LAST SAVED BY: TDC

APPROVED
By Shaun Raja at 4:32 pm, Jun 01, 2023

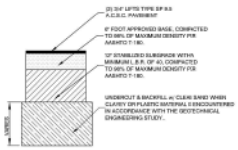


LEGEND

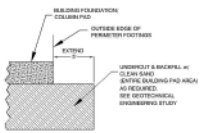
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- PROPOSED PAVEMENT ELEVATION
- PROPOSED TOP OF CURB ELEVATION
- PROPOSED PAVEMENT ELEVATION
- EXISTING ELEVATION
- DIRECTION OF DRAINAGE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING INLET
- PROPOSED INLET
- PROPOSED MANHOLE
- EXISTING MANHOLE
- PROPOSED YARD DRAIN
- D-1 DRAINAGE STRUCTURE NUMBER (PROPOSED)

NOTES:
1. ALL HANDICAP ACCESSIBLE PARKING SPACES, HANDICAP ACCESSIBLE SIDEWALK ROUTES, AND ALL SITE SIDEWALKS ARE NOT TO EXCEED A 2.00% MAXIMUM CROSS SLOPE. ALL SIDEWALKS ARE NOT TO EXCEED 5.00% LONGITUDINAL SLOPE, EXCEPT AT CURB RAMPS OR UNLESS OTHERWISE SHOWN. ALL HANDICAP PARKING SPACES ARE NOT TO EXCEED 2.00% LONGITUDINAL SLOPE. IF DURING FINAL BUILDING CERTIFICATION ANY OF THESE AREAS ARE FOUND EXCEEDING ACCESSIBILITY LIMITS (MAXIMUM 2.00%) FOR CERTIFICATE OF OCCUPANCY, IT SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR TO REMOVE AND REPLACE ALL AREAS FOUND TO BE UNACCEPTABLE BY INSPECTOR. THIS WORK SHALL BE COMPLETED WITH NO ADDITIONAL COST TO OWNER AND/OR DESIGNERS.

- DRAINAGE PIPING:
  (S.D.) STORM DRAIN PIPE
  (R.D.) ROOF DRAIN PIPE
  (Y.D.) YARD DRAIN PIPE
  SHALL BE F.D.O.T. APPROVED



PARKING LOT PAVEMENT SECTION



BUILDING PAD SECTION

YARD DRAIN LEGEND

- □ 12" YARD DRAIN
- ✱ ATRIUM GRATE YARD DRAIN

REVISIONS		
DATE		BY

CLYMER FARMER BARLEY
CFB
CLYMER FARMER BARLEY, Inc.
4400 NE 83RD RD. WILLOWOOD, FL 34785
(352)748-3120

Middleton

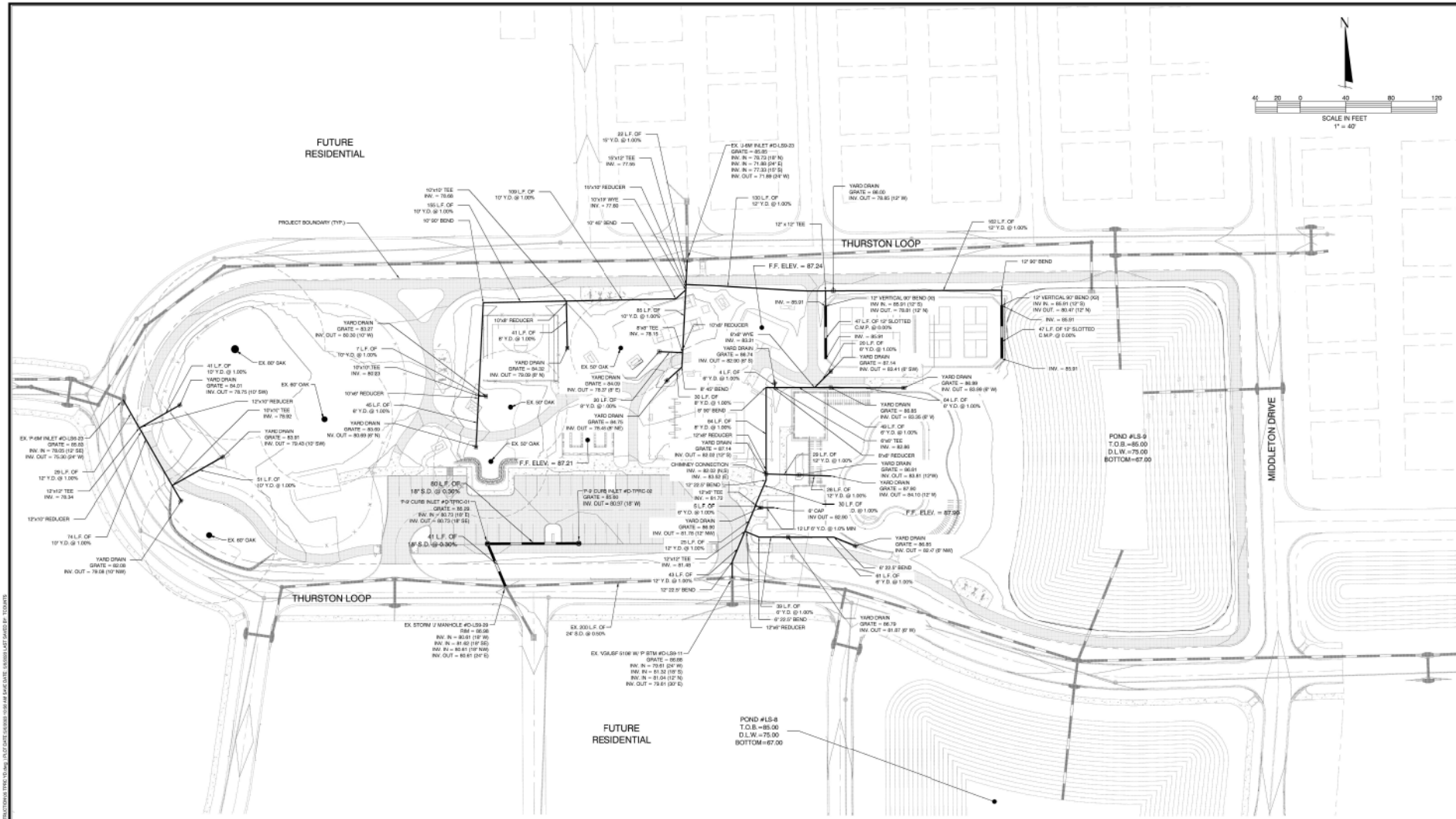
THE VILLAGES OF SOUTHERN OAKS
MIDDLETON
THURSTON PARK (VOSO #100066)

GRADING PLAN

SAVE DATE:	5/8/2023
DRAWN BY	TDC
CHECKED BY	SMC
PROJECT #	E1-0060.0800
FILE NAME	04 TPPC GRD DRN

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

SHEET NUMBER 04



LEGEND

- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- PROPOSED PAVEMENT ELEVATION
- PROPOSED TOP OF CURB ELEVATION
- PROPOSED PAVEMENT ELEVATION
- EXISTING ELEVATION
- DIRECTION OF DRAINAGE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING INLET
- PROPOSED INLET
- PROPOSED MANHOLE
- EXISTING MANHOLE
- PROPOSED YARD DRAIN
- D-1 DRAINAGE STRUCTURE NUMBER (PROPOSED)

YARD DRAIN LEGEND

- 18" DUCTILE IRON YARD DRAIN
- ATRIUM GRATE YARD DRAIN

- DRAINAGE PIPING:
  (S.D.) STORM DRAIN PIPE
  (R.D.) ROOF DRAIN PIPE
  (Y.D.) YARD DRAIN PIPE
  SHALL BE F.D.O.T. APPROVED

APPROVED
By Shaun Raja at 4:32 pm, Jun 01, 2023

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 63530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

REVISIONS | BY | DATE

CFB | CLYMER FARMER BARLEY
CLYMER FARMER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3120

Middleton

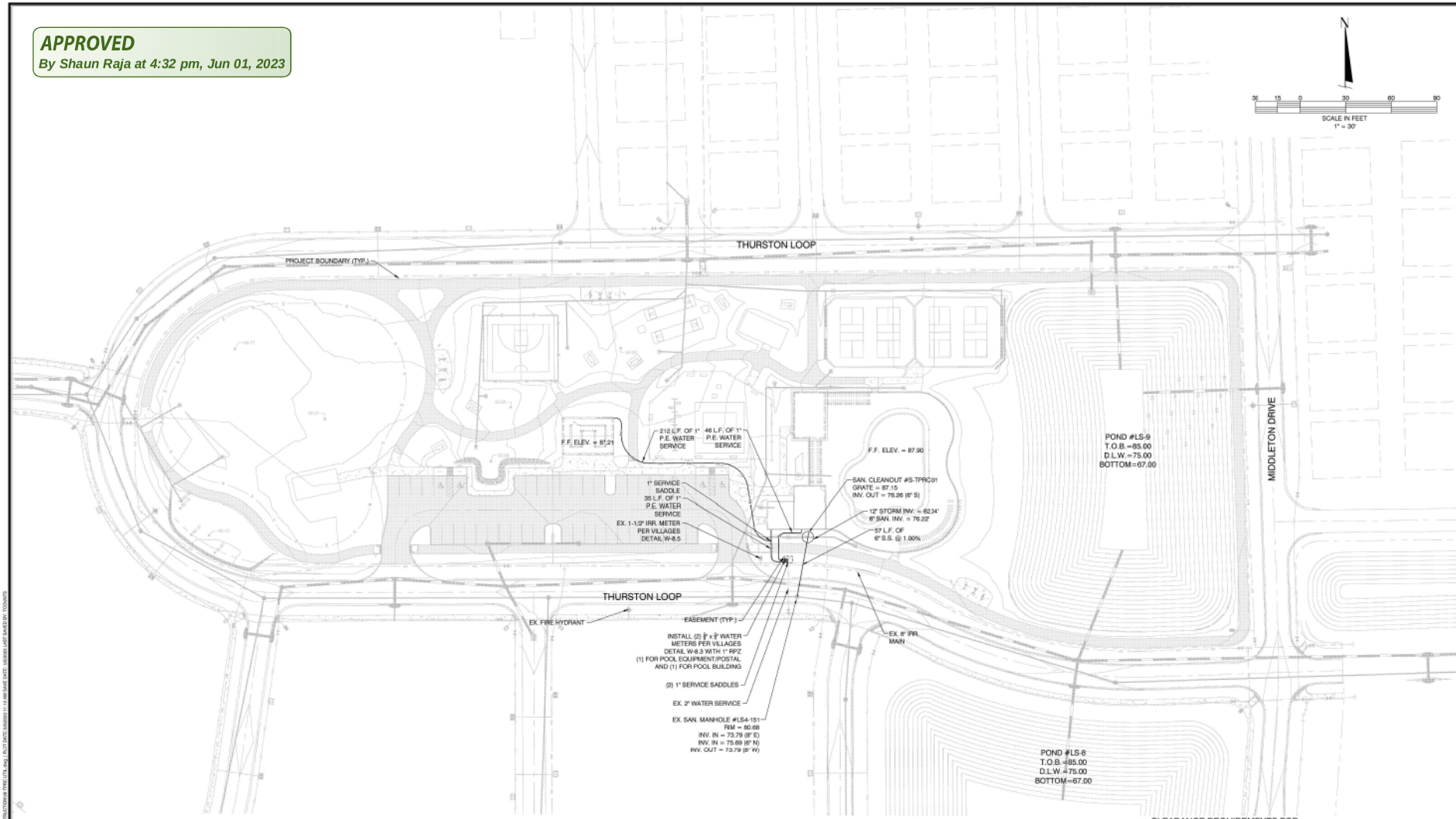
THE VILLAGES OF SOUTHERN OAKS
MIDDLETON
THURSTON PARK (VOSO #100066)

DRAINAGE PLAN

SAVE DATE:	5/5/2023
DRAWN BY	TDC
CHECKED BY	SMC
PROJECT #	E1-60650.0800
FILE NAME	05 TPAD PD

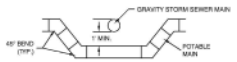
SHEET NUMBER 05

APPROVED
By Shaun Raja at 4:32 pm, Jun 01, 2023



LEGEND

- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- EXISTING IRRIGATION MAIN
- PROPOSED IRRIGATION MAIN
- EXISTING VALVE
- PROPOSED VALVE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED WATER SERVICE
- FIRE DEPARTMENT CONNECTION (F.D.C.)
- EXISTING SANITARY SEWER
- EXISTING MANHOLE
- PROPOSED SANITARY SEWER
- PROPOSED MANHOLE
- SAMPLE POINT



POTABLE & STORM SEWER MAIN CROSSING

NOTE:
CONTRACTOR SHALL USE PIPE DEFLECTION AND/OR FITTINGS TO ENSURE CLEARANCE REQUIREMENTS



NON-POTABLE PRESSURE MAIN CROSSING DETAIL

NOTE:

1. IT IS THE RESPONSIBILITY OF THE SITE CONTRACTOR TO CONSTRUCT ALL WATER SERVICES, WATER AND FIRE MAINS, AND SANITARY SEWER TRUNKS AND LATERAL SERVICES AS SHOWN ON THESE PLANS TO WITHIN 5 FT OF THE EXTERIOR WALL OF THE BUILDING.
2. ALL ON-SITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.
3. CONTRACTOR SHALL COORDINATE ALL UTILITY INSTALLATIONS WITH THE GIBSON PLACE UTILITIES DEPARTMENT.

CLEARANCE REQUIREMENTS FOR POTABLE WATER/ SANITARY, STORM SEWER, RECLAIMED WATER, AND NON-POTABLE IRRIGATION PIPING

THE MINIMUM VERTICAL AND HORIZONTAL SEPARATION BETWEEN POTABLE WATER AND SANITARY SEWER MAINS TO COMPLY WITH RULES 62-604.400(2)(G) - (I), F.A.C. AND 62-604.400 (2), F.A.C. ARE AS NOTED BELOW.

1. NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THIS WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER. NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM-TYPE SANITARY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE; HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE. NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE; HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

2. AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

REVISIONS	DATE	BY

CLYMER FARMER BARLEY
CFB
CLYMER FARMER BARLEY, Inc.
4400 NE 83RD RD. WILLOWOOD, FL 34785
(352)748-3120

Middleton

THE VILLAGES OF SOUTHERN OAKS
MIDDLETON
THURSTON PARK (VOSO #100066)

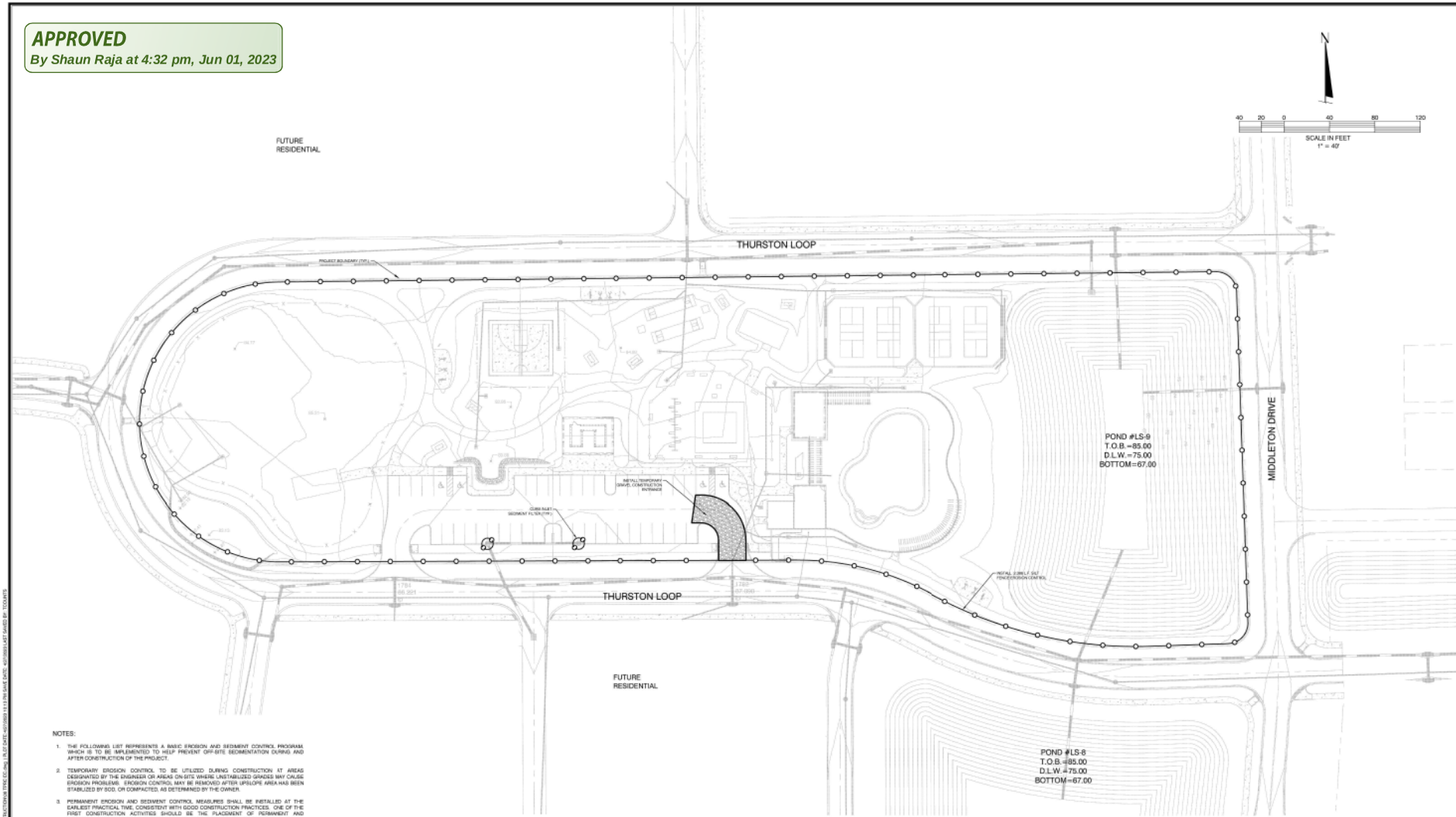
UTILITY PLAN

SAVE DATE:	5/5/2023
DRAWN BY	TDC
CHECKED BY	SMC
PROJECT #	E1-0060.0800
FILE NAME	06 TPRC UTIL

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 83530. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

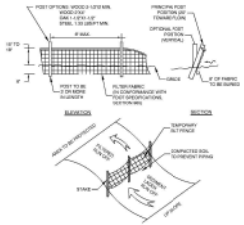
SHEET NUMBER 06

APPROVED
By Shaun Raja at 4:32 pm, Jun 01, 2023

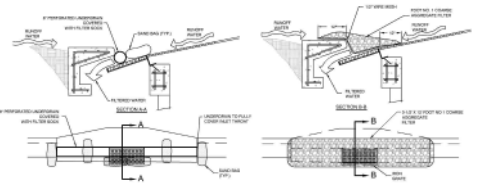


NOTES:

1. THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF-SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT.
2. TEMPORARY EROSION CONTROL TO BE UTILIZED DURING CONSTRUCTION AT AREAS DESIGNATED BY THE ENGINEER OR AREAS ON SITE WHERE UNSTABILIZED GRADES MAY CAUSE EROSION PROBLEMS. EROSION CONTROL MAY BE REMOVED AFTER UPSLOPE AREA HAS BEEN STABILIZED BY SOD, OR COMPACTED, AS DETERMINED BY THE OWNER.
3. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICAL TIME, CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES, AND WATER RESOURCES.
4. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICAL, EFFECTIVE, AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENCY IN LIEU OF PERMANENT MEASURES.
5. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT.
6. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.
7. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
8. MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCKPILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATERCOURSE BY RUNOFF OR HIGH WATER.
9. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED, AND SEEDED.
10. SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).
11. SILT FENCE TO REMAIN IN PLACE UNTIL FINISH GRADING FOR THE LANDSCAPING IS UNDER WAY.
12. PROTECT ALL CURB INLETS & GRATE INLETS AS SHOWN IN DETAILS SD-26 & SD-27 OF THE VILLAGES CONSTRUCTION & DEVELOPMENT MANUAL, LATEST EDITION.



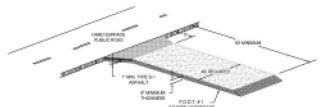
FLORIDA DOT TYPE III SILT FENCE AND EROSION CONTROL
NOT TO SCALE



CURB INLET SEDIMENT FILTER DETAIL
NOT TO SCALE

NOTES:
1. DIMENSIONS OF SEDIMENT FILTER DETAILS MAY BE ADJUSTED FOR TYPE 'S' CURB INLET TOPS.
2. PRE-MANUFACTURED INLET SOCK MAY BE SUBSTITUTED IF APPROVED BY THE ENGINEER.
3. SEE EROSION CONTROL PLAN FOR LOCATION AND APPLICABILITY.

NOTE:
THE EROSION CONTROL MEASURES SHOWN ON THIS PLAN ARE, IN THE OPINION OF THE ENGINEER, THE MINIMUM THAT MAY BE REQUIRED. ACTUAL FIELD CONDITIONS MAY REQUIRE EITHER ADDITIONAL OR REDUCED EROSION CONTROL MEASURES TO BE IMPLEMENTED. THE CONTRACTOR IS DIRECTED TO FOLLOW STANDARD BEST MANAGEMENT PRACTICES IN IMPLEMENTING A SUCCESSFUL EROSION CONTROL PLAN.



GRAVEL CONSTRUCTION ENTRANCE
NOT TO SCALE

BY	REVISIONS	DATE

CFB | CLYMER FARMER BARLEY
CLYMER FARMER BARLEY, Inc.
4400 NE 83RD RD. WILLOWOOD, FL 34785
(352)748-3120

Middleton

THE VILLAGES OF SOUTHERN OAKS
MIDDLETON
THURSTON PARK (VOSO #100066)

EROSION CONTROL PLAN

SAVE DATE:	4/27/2023
DRAWN BY	TDC
CHECKED BY	SMC
PROJECT #	E10663.0800
FILE NAME	06 TPSC EC

Stephen M. Campbell, State of Florida, Professional Engineer, License No. 81536. This item has been electronically signed and sealed by Stephen M. Campbell on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

SHEET NUMBER EC-1

G:\SHARED\LANDDEV\MC\Q_SITE\THURSTON PARK DEVELOPER STATES\1 HOMES\CIVIL CONSTRUCTION\04 TPSC EC.dwg, 06_FLOT (DATE: 4/27/2023 3:14:17 PM) SAVE DATE: 4/27/2023 LAST SAVED BY: TDC/MTS

Exhibit H

- DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT 1, AS AMENDED
- DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT 2, AS AMENDED
- DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT 3
- DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT 3B
- DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT 4

Declaration of Covenants and Restrictions for Middleton Unit 1, as amended

282.00
33.00 COPIES
315.00

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360001510 Date: 01/12/2023 Time: 2:36PM
Page 1 of 33 B: 4402 P: 171 By: BO

THIS INSTRUMENT PREPARED BY/RETURN TO:
Jennifer Slone Tobin, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1600
Orlando, FL 32801

LR

DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 1

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 1 (the "**Declaration**") is made on December 20th, 2022, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company (The Villages Development Company, LLC, its successor and assigns, is hereinafter referred to as the "**Declarant**").

RECITALS

A. Declarant is the sole owner in fee simple of certain real property located in Sumter County, Florida, platted as Middleton Unit No. 1, as per plat thereof (the "**Plat**") recorded in Plat Book 20, at Pages 28 through 28A-N, Public Records of Sumter County, Florida (the "**Property**").

B. Declarant desires to provide for the preservation of values and maintenance of certain common facilities in the Property, and so desires to subject all of the Homesites and Homes (as each is hereinafter defined), and each part thereof (but not the tracts and other areas of the Property) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

1.1 "**Architectural Review Board**" or "**ARB**" shall mean the Declarant or its designee, as described in Section 7.1 hereof.

1.2 "**AR Guidelines**" shall mean the Architectural Review Manual for construction, operation and maintenance of Homes and Homesites within the Property, as adopted and amended by the Declarant from time to time.

1.3 "**CDD**" shall mean the Middleton Community Development District A.

1.4 "**City**" shall mean the City of Wildwood, in the State of Florida.

1.5 "**Common Areas**" shall mean and refer to those areas of land within the Property which are intended to be used and enjoyed by all Owners of Homesites, which include without limitation, entry areas, entry gates, and sign islands; drainage retention areas; the Storm Water Management System; recreational areas, parks, postal facilities, and appurtenant parking areas; lands owned by or conveyed to the CDD per the Plat or otherwise; and all improvements now or hereafter constructed thereon, including, without limitation, walkways, paths, utilities, lighting systems, signage, structures, gates, access systems, recreational facilities, and landscaping; and together with all other improvements which are specifically described herein to be maintained by the CDD. All personal property and real property, including easements, licenses, leaseholds, or other real property interests, owned by the CDD or maintained by the CDD for the common use and enjoyment of the Owners or third parties, are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests, and persons occupying "*Homes*" on a guest or tenant basis, and third parties or other entities having a legal right to use the same, to the extent authorized by this Declaration.

1.6 "**County**" shall mean the County of Sumter, in the State of Florida.

1.7 "**Declarant**" shall mean and refer to The Villages Development Company, LLC, a Florida Limited Liability Company.

1.8 "**Declaration**" shall mean and refer to this Declaration of Covenants and Restrictions for Middleton Unit No. 1 and any amendments and supplements thereto.

1.9 "**Development Agreement**" shall mean that certain The Villages of Southern Oaks Area B Chapter 163 Development Agreement, dated July 11, 2022, between The City of Wildwood, Florida, and The Villages Land Company, LLC, recorded in Official Records Book 4316, Page 362, Public Records of Sumter County, Florida, and as amended from time to time.

1.10 "**Front Yard**" shall mean the portion of each Homesite described by drawing a line through the centerpoint of any Home, which line runs parallel to the road or road right of way adjacent to the Homesite. The Front Yard shall be the portion of the Homesite on the side of the line so drawn lying nearest the road or road right-of-way. The Front Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the ARB shall be controlling and final.

1.11 "**Home**" shall mean and refer to a detached single-family residential unit constructed on a Homesite for which a certificate of occupancy has been issued by the applicable governmental authorities.

1.12 "**Homesite**" shall mean and refer to any plot of land shown upon the Plat and designated as a numbered Homesite, and shall also include any plot of land shown upon any plat and designated as a numbered Homesite on property which is subsequently made subject to the terms of this Declaration in accordance with the provisions of Section 3.2 hereof.

1.13 "**Initial Home**" shall mean the initial home constructed on a Homesite by the Declarant, the plans for which shall be maintained by the Declarant.

1.14 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "*Homesite*"; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.15 "**Plat**" shall mean and refer to the subdivision of Middleton Unit No. 1, as more particularly described in Recital A of this Declaration.

1.16 "**Property**" shall mean and refer to the property platted as Middleton Unit No. 1, as per the Plat, as well as any other real property subjected to the Declaration pursuant to Section 3.2 hereof.

1.17 "**Rear Yard**" shall mean the portion of each Homesite described by drawing a line through the center-point of any Home, which line runs parallel to the road or road right-of-way adjacent to the Homesite. The Rear Yard shall be the portion of the Homesite on the side of the line so drawn lying furthest from the road or road right-of-way. The Rear Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be the portion of the Homesite lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined herein the determination of the ARB shall be controlling and final.

1.18 "**Side Yard**" shall mean the portions of each Homesite described by drawing a line through the point of the Home which extends the furthest into the Front Yard, which line runs parallel to the road or road right-of-way adjacent to the Homesite, and by drawing a line through the point of the Home that extends the furthest into the Rear Yard, which lines runs parallel to the line previously described. The Side Yard shall be all portions of the Homesite, exclusive of the Home, lying between the two lines so described. In the case of any dispute as to the location of the Side Yard as defined herein, the determination of the ARB shall be controlling and final.

1.19 "**Storm Water Management System**" shall mean and refer to a system, temporary or permanent, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit,

treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted by SWFMD pursuant to the provisions of Chapters 62-330 of the Florida Administrative Code, as the same may be from time to time amended, supplemented, or replaced by other provisions of Florida law.

1.20 "**SWFMD**" shall mean the Southwest Florida Water Management District.

ARTICLE 2

USE RESTRICTIONS

2.1 **Use Restrictions**. The use restrictions contained in this Article shall apply uniformly to all Homesites and Homes on the Property except that, unless specifically set forth herein to the contrary, they shall not apply to the activities of the Declarant or the CDD within the Common Areas or easements, including construction of improvements by the Declarant or the CDD other than Homes.

2.2 **Residential Use Only**. No Homesite or Home shall be used for any purpose except for residential use. No commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite. No building shall be erected, altered, placed or permitted to remain on any Homesite other than Homes designated for residential use, with attached or detached private garages. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Homes as models or offices. No mobile homes shall be permitted on the Property.

2.3 **Development Standards**.

2.3.1 Square Footage. Homes shall always contain at least the square footage of living area contained in the Initial Home constructed on the Homesite by the Declarant. Living area includes only areas that are heated and cooled but expressly excludes garages, open porches, decks, and atriums, whether or not heated and cooled.

2.3.2 Roof Pitch. The minimum roof pitch for the main portion of the Home (excluding covered porches and decorative elements) shall be 4:12, or such greater steepness as was built for the Initial Home constructed on the Homesite by the Declarant.

2.3.3 Construction Type. Homes shall be conventionally built Homes. The Declarant shall construct the Initial Home on each Homesite.

2.3.4 Easements. No building or other vertical improvements shall be made within the easements created in favor of Declarant under this Declaration or in the Plat without the prior written approval of Declarant.

2.3.5 Setbacks. Each Homesite and the Home constructed thereon (and any reconstruction, repair, addition or other vertical improvement) shall comply, in addition to all other requirements herein, with the setback requirements specified on **Exhibit A** attached hereto and made a part hereof.

2.4 **Subdivision - Multi Units**. Only one Home may be erected on each Homesite. No Homesite may be subdivided.

2.5 **No Temporary or Accessory Structures**. Except as set forth in Section 2.9 with respect to detached garages, no portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Homesite for storage or otherwise; provided, however that this prohibition shall not apply to: (a) shelters used by the Declarant or a licensed contractor during the construction of any Home; or (b) pergolas covering walkways on the Homesite, which match the general aesthetic of the Home if approved by the ARB.

2.6 **Livestock and Animal Restrictions**. No animal shall be kept or maintained on any Homesite (including but not limited to in the Home) except conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Homesites. Without limiting the foregoing, horses, cattle, pigs, and chickens are not allowed. The Declarant shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Homesites. Such permitted animals shall be kept on the Owner's Homesite and shall not be allowed off the premises of the Owner's Homesite except under restraint and in the company of the Owner, a member of the Owner's family, or servant. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

2.7 **Restriction on Activity**. No noxious or offensive activity shall be conducted or permitted to exist upon any Homesite or in any Home, nor shall anything be done or permitted to exist on any Homesite or in any Home that may be or may become an annoyance or private or public nuisance. No Homesite, driveway, or Common Area shall be used for purposes of vehicle repair or maintenance. This restriction shall not apply to activities conducted by the Declarant in the construction, sale or maintenance of improvements upon the Property.

2.8 **Restrictions on Walls and Fences; Hedges**. No wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Homesite; provided however, fences or walls located in the Rear Yard and Side Yard shall be permitted only if (a) the design and materials are consistent with the then-applicable AR Guidelines, and (b) the Owner receives prior written approval of the ARB as to the specific location of the fence(s) or walls. No wall or fence may be painted or altered in appearance after installation, unless the foregoing criteria are met prior to such painting or alteration. All walls and fences must be maintained and repaired in good condition, and all hedges must be neatly trimmed.

2.9 **Garages**. Each Home shall have either an attached or detached garage. No Owner may change the nature of the garage (i.e. attached or detached) from that installed as a part of the Initial Home (whether in connection with a remodel, repair or a rebuild). Garages must be maintained operational for the storage of automobiles, boats, and other motor vehicles. Garage doors shall be predominantly opaque and remain closed except when in actual use to allow ingress and egress into the garage, and any change in garage door from that installed for the Initial Home must be consistent in design with the aesthetics of the Home and the surrounding neighborhood. The addition of carports that are of a design, material and appearance uniform with that of the Initial Home may be permitted if consistent with the then-applicable AR Guidelines and if the Owner receives prior written approval of the ARB as to the location, design and aesthetic of the carport.

2.10 **Insect Control; Fire Control; Trash Removal**. In order to implement effective insect, reptile, rodent, and fire control, the Declarant and its agents shall have the right, but not the duty, to enter upon any Homesite, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Declarant and its agents may enter upon such land to remove any trash which has collected on such Homesite or Home without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Homesite nor to provide garbage or trash removal services. Any and all costs incurred by the Declarant in exercising its rights under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.11 **Clothes Lines**. No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Homesite.

2.12 **Exterior Antennas, etc**. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Homesite or Home thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Homes only if such dishes are mounted to those portions of the Home directly facing the Side Yard or the Rear Yard of the Homesite.

2.13 **Exterior Paint**. The only color paints that may be used on the exterior of any Home are (a) the same palette of exterior paint (i.e. dominant and accent colors) used on the Initial Home in the same location as used on the Initial Home; or (b) any other palette of exterior paints as contained at the time of repainting in the then-applicable AR Guidelines, with the applicable colors of the palette being applied to the designated portion of the Home (i.e. main Home vs. trim) as provided in the AR Guidelines, provided, however, that at the time of repainting, neither Home immediately adjacent to the Home being painted is painted with that same color palette.

2.14 **Signs**. No sign (whether commercial, political, personal, "for sale", "for rent" or otherwise) shall be erected or maintained on any Homesite or Home within public view except as may be required by legal proceedings. Such prohibition shall apply to commercial real estate signs advertising a particular Homesite or Home for sale or for rent. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Homesite or Home.

2.15 **Exterior Maintenance**. Each individual Owner shall have the responsibility to maintain the exterior of their respective Home in good condition. In addition to the foregoing, the Declarant shall have the right, but not the duty, to provide maintenance to any exterior areas visible from the roads or adjacent Homesites, including repairs to walls and roofs, painting, landscaping, and lawn maintenance. The Declarant shall have the right (but not the obligation) to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Home to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Declarant in performing repairs and maintenance under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.16 **Allowable Trim and Decoration**. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, without the prior written consent of the Declarant, and the Declarant shall only grant approval therefor if such improvements are consistent in design and color of the applicable Home, and consistent with the then-applicable AR Guidelines. All other outside decorations and ornaments, whether affixed to the Home or placed elsewhere on the Homesite, are prohibited. This restriction shall not apply to holiday decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, nor shall apply to any holiday decorations from the period commencing on Thanksgiving and extending until January 10th of the following year. Notwithstanding the foregoing, the Declarant may prohibit or restrict decorations which it determines, in its sole discretion, create a hardship on, or nuisance to, neighboring property, or otherwise interferes with the quiet and peaceful

enjoyment by any other Owner of that Owner's Homesite. This restriction shall also not apply to a single flag pole which may not, however, extend higher than 22'.

2.17 **Window Tinting**. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the Declarant.

2.18 **Unit Air Conditioners**. No air conditioning units may be mounted to windows or walls unless the location, method of installation and appearance has been approved in writing by the Declarant. It is the intention of this provision to authorize the Declarant to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds; provided, however, that the Declarant shall not unreasonably withhold its approval of split systems which are compliant with the then-applicable AR Guidelines. All other air conditioning units shall be located in the Rear Yard or Side Yard and shall be effectively screened by plant matter or opaque fencing as required by the then-applicable AR Guidelines.

2.19 **Interior Maintenance**. Each individual Owner shall have the responsibility to maintain the interior of their respective Home in such fashion so as not to create a health or safety hazard to adjoining Homes or to create a nuisance.

2.20 **Tree Removal Restrictions**. Owner shall ensure compliance with all applicable City of Wildwood tree ordinances prior to removing trees.

2.21 **Vehicles**. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle, shall be parked or maintained on any Homesite or public right-of-way, except in an enclosed garage.

2.22 **Construction on Homesites**.

2.22.1 All construction on any Home shall be completed within twelve (12) months from the issuance of the building permit for that Home; provided, however that such restriction shall not apply to the construction of the Initial Home. If any construction on a Homesite, once commenced is discontinued for a period of at least sixty (60) consecutive days, the ARB and/or the Declarant shall have the right, in addition to any other rights and remedies hereunder, to require the Owner to raze (or repair any unsightliness caused by) all partially completed improvements on the Homesite, remove all debris and rubble, fill in all foundations, and/or return the Homesite to grade and landscape the entire Homesite with sod per the provisions of Section 2.24 hereof (to be maintained per Section 2.15 hereof), within thirty (30) days following written notice from the ARB or the Declarant.

2.22.2 All construction on any Homesite (including any remodeling or rebuild following a casualty) shall be: (a) subject to the provisions of Article 7 hereof, including the plan review provisions thereof; (b) subject to any approval rights of Declarant contained herein; and (c) at that Homesite Owner's risk. Homesite Owner shall be responsible for any damage to Common Areas, other Homesites, utilities, public rights-of-way, sidewalks, or curbing resulting from

construction on such Homesite. Repairs of construction damage must be made by the Owner within thirty (30) days.

2.22.3 If the Owner fails to timely take the actions required under Sections 2.22.1 or 2.22.2 hereof, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite or upon the exterior of any Home for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section (whether on the Owner's Homesite, any other Homesite, any Common Areas, utilities, public rights-of-way, sidewalks or curbing) shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.23 **Recreational Equipment**. All recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard. Any other recreational equipment shall be kept within the Home except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Home.

2.24 **Grassed Areas and Yards**. All sodded areas on a Homesite shall be serviced by an in-ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Homesite in a neat, clean, orderly and healthy condition. Each Owner shall also maintain all sodded areas between the Owner's Homesite and the pavement of any adjacent paved street. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All areas of the yard that are not landscaped must be sodded. All grass shall be of a type approved for use in the then-applicable AR Guidelines. Sodded areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. Owners may expand the size of, and create additional landscaped areas only upon prior written consent of the Declarant. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Home, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Home. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Homesite including any easements located on or adjacent thereto, including front, side, and rear road and utility easements. Owners are encouraged to and may add and replace landscape that is more water-conservative and draught-tolerant than provided with the Initial Home, however, any such alterations visible from roadways or Common Areas must receive the prior written approval of the

ARB, which shall require, at a minimum, that the aesthetics of such landscaping be compatible with the Home and the surrounding neighborhood.

2.24.1 **Vacant Homesites**. The grassy areas of any vacant Homesites shall be kept regularly mowed and trimmed, and all areas of vacant Homesites shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. If the Owner fails to maintain a vacant Homesite as so required, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.25 **Pools; Spas**. No above-ground pools are permitted within the Property. Above ground spas are permitted within the Property. All spas and in-ground pools shall include a paved patio extending from the Home and completely surrounding the pool and spa and shall be located in the Rear Yard. All pool and spa enclosures, including screening, must be approved by the Declarant.

2.26 **Compliance With Development Agreement**. No Homesite or Home may, at any time, be used in a way contrary to, or which would create a violation of any terms contained in the Development Agreement, as amended from time to time.

2.27 **Storage**. No items may be stored on a Homesite outside a Home or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, and equipment shall be stored by an Owner out of view, except when in use. If the Owner fails to comply with the foregoing requirements, the Declarant shall have the right (but not the obligation) to enter upon any Homesite for the purpose of removing any such unpermitted items, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.28 **Household Garbage and Yard Trash**. The Declarant will designate a solid waste hauler to service the Property and each Home must use and pay for garbage services provided by the solid waste hauler selected by the Declarant. Charges for trash service shall commence on the date the Owner purchase its Homesite and Home, and that the fees for such service is payable on a year-round basis, regardless of use or occupancy. No Homesite Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Homesite, except for the removal of lawn waste by a tree removal or landscaping service. No Homesite or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in the garage. On those days and only on those days when garbage pickup or trash pickup are made at the Homesite, the Owners shall place their garbage on their Homesite and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. Declarant and/or the solid waste hauler shall have the right to require that trash and garbage be put in receptacles for pickup, which receptacles shall be kept in the garage or at the rear of the Home out of sight from the street within an approved fenced or walled area. At any time that receptacles are required: (a) all receptacles will be removed from the curbside no later than sundown of the day of pickup, (b) all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle, and (c) in no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Home, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this Section, on a Homesite or on the Properties during construction of improvements to the Properties or construction of a Home. In the event any applicable garbage franchisee institutes a recycling program, Declarant reserves the right to require all Owners to participate in such program.

2.29 **Containers and Fuel Tanks**. All garbage and trash containers, bottled gas tanks, water softeners, and other similar tanks and containers shall be located in the garage or, subject to approval of the ARB, in the Rear Yard or a Side Yard adjacent to the Home (but in no event within any easements on the Homesite). Any such garbage or trash containers, bottled gas tanks, water softeners, and other similar containers located in the Rear Yard or Side Yard shall be located adjacent to the Home and, except for portable gas tanks typically used in connection with a propane grill, shall be installed underground or within an area screened by a wall, hedge, landscaping or fence which is not visible from any street or adjoining property.

2.30 **Gardens and Prohibited Plants**. Vegetable gardens may be grown only in the Rear Yard.

2.31 **Lighting**. All exterior lighting on any Homesite or Home must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Homesite upon which the lighting is erected. The Declarant shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the Declarant, or any governmental entity.

2.32 **Driveways**. All driveways shall be constructed of concrete, and shall extend from the pavement of a street adjacent to the Homesite to the garage constructed on the Homesite. Driveways may be painted and designed with stamped concrete or pavers, provided that the design of the painting, stamped concrete, and pavers shall be harmonious with the design and color of the Home, and no murals, depictions, sayings, or other non-geometric designs shall be permitted. The Declarant shall have final discretion to determine whether driveway improvements are in compliance with this Section, and any Owner, prior to making any such improvements or changes to the driveway installed with the Initial Home, shall first obtain the written approval of the Declarant. No Owner or other person shall extend any street or road, or create any street or road upon its Homesite, and no Homesite may be used as ingress and egress to any other property.

2.33 **Mail boxes**. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner. All mail will be delivered to key-accessed mailbox installations in locations designated by the Declarant and approved by the United States postal service.

2.34 **Leases**. Leasing of all or any portion of a Home is restricted to residential uses for a minimum period of six (6) months. All leases shall be in writing, shall specify such residential restriction and shall provide that the Declarant shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. A copy of any such lease shall be delivered to the Declarant upon request. Each lease shall contain the following provision:

> "The lessee hereby acknowledges that this lease is subject to the *Declaration of Covenants and Restrictions for Middleton Unit No.1*, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys fees."
>
> In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest, or licensee of a Home occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than three months. The Declarant shall have the right to collect attorneys' fees against any occupant or tenant and the owner of the Home in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this Section.

2.35 **Water and Sewer Systems**. Each Homesite will be serviced by a central water and sewer system. Septic systems, and private potable water or irrigation wells are prohibited.

2.36 **Water Management District Compliance**. Declarant shall, in constructing each Initial Home, comply with the construction plans for the Surface Water Management System

approved and on file with SWFWMD. No Owner of property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and Plat, unless prior approval is received from SWFWMD, and if applicable, any other appropriate governmental agency having jurisdiction. Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the Surface Water Management System approved and on file with SWFWMD and if such maintenance of designated flow paths is not properly undertaken by Owner, then the Declarant (and/or the CDD) shall have the right, but not the obligation enter onto the Homesite and reconstruct the intended flow pattern, with any such entry by the Declarant not being deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant or the CDD will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant or the CDD in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.36.1 **Maintenance of Perimeter Fences**. Any fences or walls, or combination thereof, constructed along the rear property line of Homesites located along Central Parkway, Stampeder Trail and / or Leanne Lane and any other roadway designated by the Declarant in writing (collectively, the "**Perimeter Fence**") shall be maintained as follows: (i) for those portions of the Perimeter Fence lying between a Homesite and a Common Area of public right-of-way, then the exterior faces thereof (i.e., the faces of the Perimeter Fence facing away from any adjacent Homesites) shall be maintained by the CDD, and (ii) for the remainder of such Perimeter Fence, including but not limited to the structural integrity thereof, maintenance shall be the responsibility of the Owner (and if any repair or damage affects more than one Homesite, then each affected Owner shall proportionally share in the costs thereof). No Owner may paint, modify, alter, attach any object to, damage, or otherwise affect any portion of the Perimeter Fence, and Owners whose Homesites are adjacent to any portion of the Perimeter Fence shall pressure wash, when necessary, and clean the interior faces thereof (i.e., the faces of the Perimeter Fence facing towards the adjacent Homesite). Declarant shall maintain a fence plan detailing specifically which fences or walls are to be deemed portions of the Perimeter Fence, and said plan shall be made available to Owners and shall be conclusive. If the Owner fails to maintain any portion of the Perimeter Fence located on a Homesite as so required, the Declarant shall have the right (but not the obligation) to perform such maintenance, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10)

days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.37 **Restrictions on Use of Common Areas; Water Features**. Common Areas shall only be used for the purposes for which they are intended (i.e., parking areas for parking, playgrounds for playing, retention areas for water retention and fishing, etc.). The Declarant may promulgate reasonable rules and regulations governing use of the Common Areas from time to time, and the same shall be binding upon Owners. Notwithstanding the foregoing however, Owners acknowledge that the lakes, ponds, basins, retention and detention areas, marsh areas or other water-related areas within or outside of the Property ("**Water Features**") are designed to detain, or retain, stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, such Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within any particular Water Feature at any given time is also subject to fluctuation due to droughts, floods, excessive rain and/or distribution due to irrigation activities. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level. Rules regarding access and use of the Water Features (i.e. fishing, boating, kayaking, etc.) shall be promulgated and enforced by the CDD, and each Owner, by acceptance of its Home and Homesite, acknowledges that it has no guaranty of a right to access or use any such Water Feature.

2.38 **Sounds**. All sounds emanating from a Home (whether from televisions, radios, computers, musical instruments, human voices, or otherwise) must be kept to a moderate level from 10:00 PM to one (1) hour before daylight.

2.39 **Solicitation**. Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Property.

2.40 **Rules and Regulations**. The Declarant reserves the right to establish such other reasonable rules and regulations governing the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of the Property, all of which will apply equally to the Owners. The rules and regulations may be contained in the AR Guidelines, or will become effective five (5) days following written notice to the Owners.

ARTICLE 3

PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATIONS; PROPERTY RIGHTS

3.1 **The Property**. The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

3.2 **Annexation**. Additional land adjacent to the Property may be annexed to the Property by the Declarant without the consent of the Owners, provided the annexation does not change the general nature or character of the subdivision. Upon annexation of said additional land, the Owners of Homesites within the land so annexed for all intents and purposes shall be deemed subject to the provisions of this Declaration, with the right to use the Common Areas identified herein, or identified within the supplemental declaration referred to hereafter. The Owners of the Homesites shall be subject to this Declaration and the rules and regulations contemplated hereby in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners, except as may be specifically set forth in such supplemental declaration. When land is annexed, the Declarant shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed.

3.3 **Owner's Easements of Enjoyment**. Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Homesite subject to the following provisions:

3.3.1 any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, Plat or other conveyance or agreement creating the right of the Declarant in and to that portion of the Common Areas, or creating the right of third parties in and to that portion of the Common Areas; and

3.3.2 the right of the Declarant to dedicate or transfer all or any part of the Common Areas to the CDD, or any other any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Declarant.

3.4 **Easement for Access and Drainage.** The CDD shall have a perpetual non-exclusive easement over all areas of the Storm Water Management System for access to operate, maintain or repair the system. By this easement the CDD shall have the right to enter upon any portion of any Homesite which is a part of the Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Storm Water Management System as required by the Southwest Florida Water Management District permit. Additionally, the CDD and the Declarant shall have a perpetual non-exclusive easement for drainage over the entire Storm Water Management System. No person shall alter the drainage flow of the Storm Water Management System, including buffer areas or swales, without the prior written approval of SWFWMD.

3.5 **Delegation of Use**. Any Owner shall delegate such Owner's right of enjoyment to the Common Areas and facilities to any tenant of the Home at the time of entering into a lease of the Home and Homesite (which lease shall be entered into in accordance with the terms of this Declaration). During any period in which Owner has so delegated such Owner's right of enjoyment, the Owner shall not have the right to exercise such right of enjoyment, it being the

intent that only the current occupant of the Home and such occupant's guests shall have the foregoing right of enjoyment.

3.6 **Construction and Sales**. There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Homesites), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Homesites within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Homesites.

3.7 **Common Area Utility Easements**. To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant as such Owner's agent and attorneys-in-fact with full power in such Owner's name, place and stead, to execute instruments creating, granting or modifying utility easements over the Common Areas; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

3.8 **Easements Over Homesites**. Easements and rights of way are hereby (a) reserved by Declarant for the construction, installation, and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cable, telephone, irrigation lines and other utilities, together with rights of ingress and egress necessary for the full utilization thereof, (b) reserved to the Declarant for the construction, installation, and maintenance of any portion of the Perimeter Fence located on such Homesites, and (c) reserved by Declarant for landscaping. Such easements and rights of way are hereby reserved and granted over: (i) a seven and one-half (7 ½) foot width along the Rear Yard Homesite lines, (ii) a ten (10) feet width along the Front Yard Homesite lines, and (iii) a five (5) feet width along the Side Yard Homesite lines. All such utilities and facilities in the easement along the Front Yard Homesite line shall be flush with, or below grade; provided however, the foregoing restriction shall not prohibit above grade utilities and facilities in those areas of the Front Yard easement that are also burdened by the Side Yard easement created in this Section 3.8. The Declarant shall have the right, in its sole discretion, to reduce the size of the easements granted in this Section 3.8 for any particular Homesite. Utility providers utilizing such easements covenant, as a condition to the right to use such easement, not to interfere with or disturb any equipment install within the easement area and to repair the grading and landscaping disturbed in connection with any utilization of said easement. In addition to the foregoing reservations, each Owner acknowledges that: (i) it shall maintain any landscaping and buffer yards installed in any special easement designated on the Plat; and (ii) allow Declarant to enter onto the Homesite for the purpose of installing any utilities, landscaping or buffer yard on such special easement, which shall not be deemed a trespass.

3.9 **Easements Reserved to Declarant**. The Declarant hereby reserves unto itself, the right to grant easements over, upon, under and across all Common Areas, including, but not limited

to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

ARTICLE 4

CDD

4.1 **Generally**. The CDD shall have such authority and perform those services consistent with Chapter 190 of the Florida Statutes with respect to the Property. Services shall include, but not be limited to the following:

4.1.1 Maintenance and repair of tracts conveyed to the CDD (whether by the Plat or otherwise), together with all improvements located thereon;

4.1.2 Maintenance and repair of areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public;

4.1.3 Pay for the cost of water and sewer provided by the applicable utility company serving the Property, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public (to the extent such costs are not paid directly by Owners);

4.1.4 Maintenance and repair of the Storm Water Management System, including drainage easements and drain pipes not maintained by other utility providers, the City of Wildwood and/or Sumter County, Florida; and

4.1.5 Maintenance and repair of the Perimeter Fence in accordance with Section 2.36.1 hereof.

4.2 **Fees**. Each Owner, by acceptance of the deed to their Homesite, acknowledges and agrees that the CDD shall have the right to impose fees on such Homesite and Owner for the provision of amenities or other services, and that such fees may be in addition to any sums payable or due hereunder.

4.3 **Delegation**. The Declarant shall have the right to delegate its rights and obligations hereunder to the CDD (which shall be in addition, if applicable, to the services specified in Section

4.1), and which shall include the right to enforce, on Declarant's behalf, the provisions of Article 2 hereof.

ARTICLE 5

LIENS

5.1 **Liens**. All sums charged against any Owner, Home or Homesite by Declarant or its designee (including, but not limited to the CDD) with respect to the matters set forth herein, together with court costs, reasonable attorneys' fees, late charges and interest (at the statutory rate) shall be secured by an equitable charge and continuing lien on such Homesite. Such lien shall be superior to all other liens and encumbrances on such Parcel from and after the date of recording of a claim of lien in the public records by the Declarant or its designee. Declarant shall have the power and authority, in its sole judgment and discretion, to release the lien or to subordinate it to any other lien. The Declarant shall have the right to take any action it may determine to collect the sums evidenced by any such lien or institute an action to foreclose said lien. The costs of collecting any such lien (including attorneys fees and costs) shall be included in such lien.

ARTICLE 6

DEFAULTS

6.1 **Defaults**. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees of any of the provisions of this Declaration or the AR Guidelines, the Declarant shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Declarant, or if any similar violation is thereafter repeated, the Declarant may, at its option take any one or all of the following actions:

6.1.1 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

6.1.2 Commence an action to recover damages; and

6.1.3 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Declarant as provided herein, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Declarant in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the Declarant in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be charged against the applicable Owner, shall be a lien on the Homesite, and shall be due upon written demand by the Declarant.

6.2 **Negligence**. An Owner shall be liable and may be charged by the Declarant for the expense of any maintenance, repairs or replacement rendered necessary by such Owner's act, neglect or carelessness.

6.3 **Responsibility of an Owner for Occupants, Tenants, Guests and Invitees**. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Home, and for all employees, tenants, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Declarant, the Owner shall be charged for same, which shall be a lien against such Owner's Homesite in accordance with the terms hereof. Furthermore, any violation of any of the provisions of this Declaration or the rules and regulations promulgated hereunder by any resident of any Home, or any guest or invitee of an Owner or of any resident of a Home shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

6.4 **Right of Declarant to Evict Tenants, Occupants, Guests, and Invitees**. With respect to any tenant or any person present in any Home or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Home, if such person shall materially violate any provision of this Declaration or the rules and regulations promulgated hereunder, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Declarant or the CDD, then upon written notice by the Declarant such person shall be required to immediately leave the Property and if such person does not do so, the Declarant is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be charged to the applicable Owner payable within thirty (30) days of demand, and the Declarant may collect such sums and have a lien against the Home and the Owner for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Declarant.

6.5 **No Waiver**. The failure of the Declarant to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant to enforce such right, provision, covenant, or condition in the future.

6.6 **Rights Cumulative**. All rights, remedies and privileges granted to the Declarant pursuant to any terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election

of remedies, nor shall it preclude the Declarant thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

6.7 **Enforcement By or Against other Persons**. In addition to the foregoing, this Declaration may be enforced by Declarant (or its designee, which may include, but is not limited to the CDD), by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

6.8 **Delegation**. The Declarant shall have the right to delegate to the CDD its right to pursue the remedies and rights in this Article 6 as provided in Article 6 hereof, provided, however, that such delegation shall not limit the rights of Declarant hereunder.

ARTICLE 7

ARCHITECTURAL REVIEW

7.1 **Composition of Architectural Review Board**. The Declarant, acting in its own name or Declarant's appointed agent, shall constitute the Architectural Review Board (referred to herein as "**ARB**"). At such time as Declarant in its sole and absolute discretion shall determine, Declarant may, in lieu of continuing to serve as the ARB, transfer the authority to serve in that capacity to the CDD. The Declarant and/or the CDD, as applicable, may designate an agent or agent(s) from time to time to serve as the ARB.

7.2 **Matters Subject to Review**. After the Initial Home has been constructed and except for: (a) matters expressly reserved to the Declarant pursuant to the provisions of this Declaration and/or (b) matters which are expressly permitted in this Declaration without ARB review, no reconstruction, additions, alterations or modifications to the Home, or in the locations or utility connections of the Home, nor any buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without, in each instance, the prior written consent of the ARB; provided however that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article 7. Nothing contained herein shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure.

7.3 **Submission of Plans**. Prior to the initiation of construction upon any Homesite subject to the review of the ARB pursuant to Section 7.2, the Owner thereof shall first submit to the ARB any information deemed reasonably necessary by the ARB for the performance of its function. Such information may or may not include a complete set of plans and specifications for the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, and specifications of materials and exterior colors. As a precondition of approval of any plans and specifications or other materials submitted to it, the ARB may assess a reasonable fee, including a fee for initial review and approval and for inspections of construction to assure compliance with the approved plans and specifications and other materials.

7.4 **Plan Review**. Upon receipt by the ARB of all of the information required by this Article 7 for any matter requiring ARB review pursuant to this Declaration, the ARB shall have thirty (30) days in which to review said information. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; (iv) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit, (v) confirming that the improvements comply with the then-applicable AR Guidelines (or should be granted an exemption therefrom), and (vi) confirming that the proposed work complies with the construction plans for the Surface Water Management System approved and on file with SWFWMD. In the event that the ARB fails to issue its written approval within 30 days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

7.5 **Contingent Approval**. In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans.

7.6 **Maintenance**. All buildings, fences, walls, outbuildings, landscaping, or other structures or improvements approved by the ARB shall be maintained in accordance with the Plans submitted to the ARB, and in good condition as determined by the ARB, all consistent with the requirements of Article 2 hereof. Without limiting the foregoing, all landscaping shall be maintained in a healthy condition. Any failure to maintain any such buildings, fence, wall, outbuilding, landscaping, or other structures or improvements in accordance with the approval obtained from the ARB, and in reasonable condition as determined by the ARB, shall constitute a default hereunder, entitling the Declarant to pursue the remedies set forth therein, together with such other remedies are available at law or in equity.

7.7 **Non-Conforming Structures**. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARB. The Declarant may

maintain an action at law or in equity for the removal or correction of the nonconforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

7.8 **Immunity of ARB Members**. No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Declarant shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice. Any approval given by the ARB, whether written, spoken, or implied, shall not constitute or imply compliance with this Declaration or any governmental regulations.

7.9 **Address for Notice**. Requests for approval or correspondence with the ARB shall be and mailed or delivered to the principal office of the Declarant at that address, through an online process as may be established from time to time by Declarant, or such other address as may be designated from time to time by the Declarant. No correspondence or request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

7.10 **Variances**. The ARB may authorize variances in compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require and the other requirements of this Article 7 are met. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements and requirements imposed by any governmental or municipal authority.

7.11 **Attorneys Fees and Costs**. For all purposes necessary to enforce or construe this Article, the ARB and the Declarant, shall be entitled to collect reasonable attorneys fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the Declarant within fifteen (15) days of Declarant providing to Owner a written notice thereof, the Declarant place a lien on such Owner's Homesite in the amount of said fees, costs, and expenses against such Owner which lien shall constitute a lien on the Owner's Homesite pursuant to Section 5.1 and shall be collectible as set forth in this Declaration.

ARTICLE 8

COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

8.1 **No Partition**. Recognizing that the full use and enjoyment of any Homesite is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Homesites, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as set forth in Section 3.5 hereof, or otherwise as an appurtenance to and in the same transaction with, a transfer of title to a Homesite. Any conveyance or transfer of a Homesite shall include the right to use and enjoyment of the Common Areas appurtenant to such Homesite subject to reasonable rules and regulations promulgated by the Declarant for such use and employment, whether or not such rights shall have been described or referred to in the deed by which said Homesite is conveyed.

ARTICLE 9

AMENDMENTS TO DECLARATION

9.1 **General Amendments**. This Declaration may be amended by Declarant, without the consent of any other Owner, at any time that Declarant is an Owner, and after such time, then this Declaration may be amended by the affirmative vote or written consent of the Owners owning not less than two-thirds (2/3) of the Homesites. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant (even after such time as Declarant no longer is an Owner) without the prior written consent of the Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

9.2 **Additional Requirements for Amendments**. Any amendment to this Declaration which alters the Storm Water Management System, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of SWFWMD, notwithstanding any other provisions contained herein.

ARTICLE 10

STORM WATER MANAGEMENT SYSTEM

10.1 **Responsibility for Surface Water or Storm Water Management System**. Except for the obligations of Owners set forth in Section 2.36 hereof, the CDD shall be responsible

for the maintenance, operation and repair of the Storm Water Management System. Maintenance of the Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by SWFWMD. The CDD, its successors and assigns, shall be responsible for such maintenance and operation (other than to the extent any other governmental body assumes responsibility for such maintenance and operation). Any repair or reconstruction of the Storm Water Management System shall be as permitted, or as modified, or as approved by SWFWMD.

10.2 **Enforcement**. SWFWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

ARTICLE 11

GENERAL PROVISIONS

11.1 **Parties Who May Seek Enforcement**. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, or any rules and regulations of the Declarant promulgated hereunder, it shall be lawful for Declarant and any Owner (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions or (b) to maintain proceedings in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all such violations or attempted violations or seeking any other legal or equitable relief available. Should any such party be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of sums due, including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof. Notwithstanding the foregoing, SWFWMD shall have the right to enforce, by proceeding in law or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

11.2 **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

11.3 **Duration**. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Owners and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Homesites. Any revocation must be recorded.

11.4 **Transfer of Assets to Local Government**. The Declarant and/or the CDD may transfer Common Areas to any local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Declarant property to standards and conditions required by the local government.

11.5 **Litigation**. In any litigation arising out of, or relating to, this Declaration, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

11.6 **Development Agreement**. Each Owner, by acceptance of a deed to a Homesite, hereby automatically agrees that its Home, Homesite, all improvements and activities thereon and use thereof shall be subject to the Development Agreement, as it may be amended from time to time. Each Owner further acknowledges and agrees that Declarant, and its affiliates and assigns reserve the right to unilaterally amend the Development Agreement, including but not limited to, the right to add or incorporate additional lands and subdivisions to the property subject to the Development Agreement without the joinder of any Owner whatsoever, and each Owner waives any objection to such amendments of the Development Agreement.

[signature on following page]

DATED this 20th day of December, 2022.

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

THE VILLAGES DEVELOPMENT COMPANY LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me ☑ in person OR ☐ via online notarization this 20th day of December, 2022, by Martin L. Dzuro, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Print Name: Zoey Devine
Serial/Commission Number: _____
Commission Expires: _____

ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Bonded Thru Budget Notary Services

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360001510 Date: 01/12/2023 Time: 2:36PM
Page 27 of 33 B: 4402 P: 197 By: BO

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
2	18'	10'	5'	7.5'
3	18'	10'	5'	7.5'
4	18'	10'	5'	7.5'
5	18'	10'	5'	7.5'
6	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
10	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
12	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
14	18'	10'	5'	7.5'
15	18'	10'	5'	7.5'
16	18'	10'	5'	7.5'
17	18'	10'	5'	7.5'
18	18'	10'	5'	7.5'
19	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
21	18'	10'	5'	7.5'
22	18'	10'	5'	7.5'
23	18'	10'	5'	7.5'
24	18'	10'	5'	7.5'
25	18'	10'	5'	7.5'
26	18'	10'	5'	7.5'
27	18'	10'	5'	7.5'
28	18'	10'	5'	7.5'
29	18'	10'	5'	7.5'
30	18'	10'	5'	7.5'
31	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'
34	18'	10'	5'	7.5'
35	18'	10'	5'	7.5'
36	18'	10'	5'	7.5'
37	18'	10'	5'	7.5'
38	18'	10'	5'	7.5'
39	18'	10'	5'	7.5'
40	18'	10'	5'	7.5'
41	18'	10'	5'	7.5'
42	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360001510 Date: 01/12/2023 Time: 2:36PM
Page 28 of 33 B: 4402 P: 198 By: BO

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
43	18'	10'	5'	7.5'
44	18'	10'	5'	7.5'
45	18'	10'	5'	7.5'
46	18'	10'	5'	7.5'
47	18'	10'	5'	7.5'
48	18'	10'	5'	7.5'
49	18'	10'	5'	7.5'
50	18'	10'	5'	7.5'
51	18'	10'	5'	7.5'
52	18'	10'	5'	7.5'
53	18'	10'	5'	7.5'
55	18'	10'	5'	7.5'
56	18'	10'	5'	7.5'
57	18'	10'	5'	7.5'
58	18'	10'	5'	7.5'
59	10'	10'	5'	7.5'
60	18'	10'	5'	7.5'
61	18'	10'	5'	7.5'
62	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
64	18'	10'	5'	7.5'
65	18'	10'	5'	7.5'
68	18'	10'	5'	7.5'
69	18'	10'	5'	7.5'
70	18'	10'	5'	7.5'
71	18'	10'	5'	7.5'
72	18'	10'	5'	7.5'
73	18'	10'	5'	7.5'
76	18'	10'	5'	7.5'
77	18'	10'	5'	7.5'
78	18'	10'	5'	7.5'
79	18'	10'	5'	7.5'
80	18'	10'	5'	7.5'
83	10'	10'	5'	7.5'
84	10'	10'	5'	7.5'
85	10'	10'	5'	7.5'
86	10'	10'	5'	7.5'
87	10'	10'	5'	7.5'
90	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360001510 Date: 01/12/2023 Time: 2:36PM
Page 29 of 33 B: 4402 P: 199 By: BO

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
91	18'	10'	5'	7.5'
94	18'	10'	5'	7.5'
95	18'	10'	5'	7.5'
96	18'	10'	5'	7.5'
98	18'	10'	5'	7.5'
99	18'	10'	5'	7.5'
100	18'	10'	5'	7.5'
101	18'	10'	5'	7.5'
102	18'	10'	5'	7.5'
103	18'	10'	5'	7.5'
104	18'	10'	5'	7.5'
105	18'	10'	5'	7.5'
106	18'	10'	5'	7.5'
107	18'	10'	5'	7.5'
108	18'	10'	5'	7.5'
109	18'	10'	5'	7.5'
110	18'	10'	5'	7.5'
111	10'	10'	5'	7.5'
112	10'	10'	5'	7.5'
113	10'	10'	5'	7.5'
114	10'	10'	5'	7.5'
115	10'	10'	5'	7.5'
116	10'	10'	5'	7.5'
117	10'	10'	5'	7.5'
118	10'	10'	5'	7.5'
119	18'	10'	5'	7.5'
120	18'	10'	5'	7.5'
121	18'	10'	5'	7.5'
122	18'	10'	5'	7.5'
123	18'	10'	5'	7.5'
124	18'	10'	5'	7.5'
127	18'	10'	5'	7.5'
128	18'	10'	5'	7.5'
130	18'	10'	5'	7.5'
131	18'	10'	5'	7.5'
132	18'	10'	5'	7.5'
135	18'	10'	5'	7.5'
136	18'	10'	5'	7.5'
139	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360001510 Date: 01/12/2023 Time: 2:36PM
Page 30 of 33 B: 4402 P: 200 By: BO

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
140	18'	10'	5'	7.5'
143	18'	10'	5'	7.5'
144	18'	10'	5'	7.5'
145	18'	10'	5'	7.5'
148	18'	10'	5'	7.5'
149	18'	10'	5'	7.5'
150	18'	10'	5'	7.5'
151	18'	10'	5'	7.5'
154	18'	10'	5'	7.5'
155	18'	10'	5'	7.5'
156	18'	10'	5'	7.5'
159	18'	10'	5'	7.5'
160	18'	10'	5'	7.5'
161	18'	10'	5'	7.5'
162	18'	10'	5'	7.5'
163	18'	10'	5'	7.5'
166	18'	10'	5'	7.5'
167	18'	10'	5'	7.5'
169	18'	10'	5'	7.5'
170	18'	10'	5'	7.5'
172	18'	10'	5'	7.5'
173	18'	10'	5'	7.5'
176	18'	10'	5'	7.5'
177	18'	10'	5'	7.5'
178	18'	10'	5'	7.5'
181	18'	10'	5'	7.5'
182	18'	10'	5'	7.5'
183	18'	10'	5'	7.5'
184	18'	10'	5'	7.5'
186	18'	10'	5'	7.5'
187	18'	10'	5'	7.5'
188	18'	10'	5'	7.5'
189	18'	10'	5'	7.5'
192	18'	10'	5'	7.5'
193	18'	10'	5'	7.5'
194	18'	10'	5'	7.5'
197	18'	10'	5'	7.5'
198	18'	10'	5'	7.5'
201	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360001510 Date: 01/12/2023 Time: 2:36PM
Page 31 of 33 B: 4402 P: 201 By: BO

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
202	18'	10'	5'	7.5'
203	18'	10'	5'	7.5'
204	18'	10'	5'	7.5'
205	18'	10'	5'	7.5'
206	18'	10'	5'	7.5'
207	18'	10'	5'	7.5'
210	18'	10'	5'	7.5'
211	18'	10'	5'	7.5'
212	18'	10'	5'	7.5'
213	18'	10'	5'	7.5'
214	18'	10'	5'	7.5'
215	18'	10'	5'	7.5'
218	18'	10'	5'	7.5'
219	18'	10'	5'	7.5'
222	18'	10'	5'	7.5'
223	18'	10'	5'	7.5'
226	18'	10'	5'	7.5'
227	18'	10'	5'	7.5'
228	18'	10'	5'	7.5'
229	18'	10'	5'	7.5'
230	18'	10'	5'	7.5'
231	18'	10'	5'	7.5'
233	18'	10'	5'	7.5'
234	18'	10'	5'	7.5'
235	18'	10'	5'	7.5'
236	18'	10'	5'	7.5'
237	18'	10'	5'	7.5'
238	18'	10'	5'	7.5'
239	18'	10'	5'	7.5'
242	18'	10'	5'	7.5'
243	18'	10'	5'	7.5'
244	18'	10'	10'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360001510 Date: 01/12/2023 Time: 2:36PM
Page 32 of 33 B: 4402 P: 202 By: BO

Middleton Unit 1 - Corner Home Sites

Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
1	18'	10'	10'	5'	7.5'
7	18'	10'	10'	5'	7.5'
9	18'	10'	10'	5'	7.5'
54	18'	10'	10'	5'	7.5'
66	18'	10'	10'	5'	7.5'
67	18'	10'	10'	5'	7.5'
74	18'	10'	10'	5'	7.5'
75	18'	10'	10'	5'	7.5'
81	18'	10'	10'	5'	7.5'
82	18'	10'	10'	5'	7.5'
88	10'	10'	10'	5'	7.5'
89	18'	10'	10'	5'	7.5'
92	18'	10'	10'	5'	7.5'
93	18'	10'	10'	5'	7.5'
97	18'	10'	10'	5'	7.5'
125	18'	10'	10'	5'	7.5'
126	18'	10'	10'	5'	7.5'
129	18'	10'	10'	5'	7.5'
133	18'	10'	10'	5'	7.5'
134	18'	10'	10'	5'	7.5'
137	18'	10'	10'	5'	7.5'
138	18'	10'	10'	5'	7.5'
141	18'	10'	10'	5'	7.5'
142	18'	10'	10'	5'	7.5'
146	18'	10'	10'	5'	7.5'
147	18'	10'	10'	5'	7.5'
152	18'	10'	10'	5'	7.5'
153	18'	10'	10'	5'	7.5'
157	18'	10'	10'	5'	7.5'
158	18'	10'	10'	5'	7.5'
164	18'	10'	10'	5'	7.5'
165	18'	10'	10'	5'	7.5'
168	18'	10'	10'	5'	7.5'
171	18'	10'	10'	5'	7.5'
174	18'	10'	10'	5'	7.5'
175	18'	10'	10'	5'	7.5'
179	18'	10'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360001510 Date: 01/12/2023 Time: 2:36PM
Page 33 of 33 B: 4402 P: 203 By: BO

180	18'	10'	10'	5'	7.5'
185	18'	10'	10'	5'	7.5'
190	18'	10'	10'	5'	7.5'
191	18'	10'	10'	5'	7.5'
195	18'	10'	10'	5'	7.5'
196	18'	10'	10'	5'	7.5'
199	18'	10'	10'	5'	7.5'
200	18'	10'	10'	5'	7.5'
208	18'	10'	10'	5'	7.5'
209	18'	10'	10'	5'	7.5'
216	18'	10'	10'	5'	7.5'
217	18'	10'	10'	5'	7.5'
220	18'	10'	10'	5'	7.5'
221	18'	10'	10'	5'	7.5'
224	18'	10'	10'	5'	7.5'
225	18'	10'	10'	5'	7.5'
232	18'	10'	10'	5'	7.5'
240	18'	10'	10'	5'	7.5'
241	18'	10'	10'	5'	7.5'

Rec. 10.00
Copy 9.00
97.00

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360002618 Date: 01/20/2023 Time: 11:46AM
Page 1 of 9 B: 4406 P: 355 By: BO

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 1

a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 20, Pages 28, 28A through 28N, Public Records of Sumter County, Florida.

A. On January 12, 2023, The Villages Development Company, LLC, a Florida limited liability company, as Declarant recorded in Official Records Book 4402, Page 171 (Instrument #202360001510), Public Records of Sumter County, Florida, a DECLARATION OF COVENANTS AND RESTRICTIONS for the subdivision known as MIDDLETON UNIT NO. 1 (the "Declaration").

B. At this time, in accordance with the rights reserved in Section 9.1 of the Declaration, Declarant wishes to amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Declaration is hereby amended by deleting Exhibit "A" attached to the Declaration and replacing it with ***Exhibit "A"*** attached hereto.

2. Capitalized terms used but not defined herein shall have the meaning given to them in the Declaration.

3. Except as herein amended, all other terms and provisions of the Declaration remain in full force and effect.

(Signature on Following Page)

DATED this 18th day of January, 2023.

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

DECLARANT

THE VILLAGES DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 18th day of January, 2023, by Martin L. Dzuro, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine
Commission Number: _____
Commission Expires: _____

ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Bonded Thru Budget Notary Services

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

V:\Restrictions\Middleton\Unit No. 1 220102V\Declaration of Covenants and Restrictions - First Amendment.docx

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360002618 Date: 01/20/2023 Time: 11:46AM
Page 3 of 9 B: 4406 P: 357 By: BO

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
2	18'	10'	5'	7.5'
3	18'	10'	5'	7.5'
4	18'	10'	5'	7.5'
5	18'	10'	5'	7.5'
6	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
10	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
12	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
14	18'	10'	5'	7.5'
15	18'	10'	5'	7.5'
16	18'	10'	5'	7.5'
17	18'	10'	5'	7.5'
18	18'	10'	5'	7.5'
19	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
21	18'	10'	5'	7.5'
22	18'	10'	5'	7.5'
23	18'	10'	5'	7.5'
24	18'	10'	5'	7.5'
25	18'	10'	5'	7.5'
26	18'	10'	5'	7.5'
27	18'	10'	5'	7.5'
28	18'	10'	5'	7.5'
29	18'	10'	5'	7.5'
30	18'	10'	5'	7.5'
31	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'
34	18'	10'	5'	7.5'
35	18'	10'	5'	7.5'
36	18'	10'	5'	7.5'
37	18'	10'	5'	7.5'
38	18'	10'	5'	7.5'
39	18'	10'	5'	7.5'
40	18'	10'	5'	7.5'
41	18'	10'	5'	7.5'
42	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360002618 Date: 01/20/2023 Time: 11:46AM
Page 4 of 9 B: 4406 P: 358 By: BO

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
43	18'	10'	5'	7.5'
44	18'	10'	5'	7.5'
45	18'	10'	5'	7.5'
46	18'	10'	5'	7.5'
47	18'	10'	5'	7.5'
48	18'	10'	5'	7.5'
49	18'	10'	5'	7.5'
50	18'	10'	5'	7.5'
51	18'	10'	5'	7.5'
52	18'	10'	5'	7.5'
53	18'	10'	5'	7.5'
55	18'	10'	5'	7.5'
56	18'	10'	5'	7.5'
57	18'	10'	5'	7.5'
58	18'	10'	5'	7.5'
59	18'	10'	5'	7.5'
60	18'	10'	5'	7.5'
61	18'	10'	5'	7.5'
62	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
64	18'	10'	5'	7.5'
65	18'	10'	5'	7.5'
68	18'	10'	5'	7.5'
69	18'	10'	5'	7.5'
70	18'	10'	5'	7.5'
71	18'	10'	5'	7.5'
72	18'	10'	5'	7.5'
73	18'	10'	5'	7.5'
76	18'	10'	5'	7.5'
77	18'	10'	5'	7.5'
78	18'	10'	5'	7.5'
79	18'	10'	5'	7.5'
80	18'	10'	5'	7.5'
83	10'	10'	5'	7.5'
84	10'	10'	5'	7.5'
85	10'	10'	5'	7.5'
86	10'	10'	5'	7.5'
87	10'	10'	5'	7.5'
90	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360002618 Date: 01/20/2023 Time: 11:46AM
Page 5 of 9 B: 4406 P: 359 By: BO

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
91	18'	10'	5'	7.5'
94	18'	10'	5'	7.5'
95	18'	10'	5'	7.5'
96	18'	10'	5'	7.5'
98	18'	10'	5'	7.5'
99	18'	10'	5'	7.5'
100	18'	10'	5'	7.5'
101	18'	10'	5'	7.5'
102	18'	10'	5'	7.5'
103	18'	10'	5'	7.5'
104	18'	10'	5'	7.5'
105	18'	10'	5'	7.5'
106	18'	10'	5'	7.5'
107	18'	10'	5'	7.5'
108	18'	10'	5'	7.5'
109	18'	10'	5'	7.5'
110	18'	10'	5'	7.5'
111	10'	10'	5'	7.5'
112	10'	10'	5'	7.5'
113	10'	10'	5'	7.5'
114	10'	10'	5'	7.5'
115	10'	10'	5'	7.5'
116	10'	10'	5'	7.5'
117	10'	10'	5'	7.5'
118	10'	10'	5'	7.5'
119	18'	10'	5'	7.5'
120	18'	10'	5'	7.5'
121	18'	10'	5'	7.5'
122	18'	10'	5'	7.5'
123	18'	10'	5'	7.5'
124	18'	10'	5'	7.5'
127	18'	10'	5'	7.5'
128	18'	10'	5'	7.5'
130	18'	10'	5'	7.5'
131	18'	10'	5'	7.5'
132	18'	10'	5'	7.5'
135	18'	10'	5'	7.5'
136	18'	10'	5'	7.5'
139	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360002618 Date: 01/20/2023 Time: 11:46AM
Page 6 of 9 B: 4406 P: 360 By: BO

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
140	18'	10'	5'	7.5'
143	18'	10'	5'	7.5'
144	18'	10'	5'	7.5'
145	18'	10'	5'	7.5'
148	18'	10'	5'	7.5'
149	18'	10'	5'	7.5'
150	18'	10'	5'	7.5'
151	18'	10'	5'	7.5'
154	18'	10'	5'	7.5'
155	18'	10'	5'	7.5'
156	18'	10'	5'	7.5'
159	18'	10'	5'	7.5'
160	18'	10'	5'	7.5'
161	18'	10'	5'	7.5'
162	18'	10'	5'	7.5'
163	18'	10'	5'	7.5'
166	18'	10'	5'	7.5'
167	18'	10'	5'	7.5'
169	18'	10'	5'	7.5'
170	18'	10'	5'	7.5'
172	18'	10'	5'	7.5'
173	18'	10'	5'	7.5'
176	18'	10'	5'	7.5'
177	18'	10'	5'	7.5'
178	18'	10'	5'	7.5'
181	18'	10'	5'	7.5'
182	18'	10'	5'	7.5'
183	18'	10'	5'	7.5'
184	18'	10'	5'	7.5'
186	18'	10'	5'	7.5'
187	18'	10'	5'	7.5'
188	18'	10'	5'	7.5'
189	18'	10'	5'	7.5'
192	18'	10'	5'	7.5'
193	18'	10'	5'	7.5'
194	18'	10'	5'	7.5'
197	18'	10'	5'	7.5'
198	18'	10'	5'	7.5'
201	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360002618 Date: 01/20/2023 Time: 11:46AM
Page 7 of 9 B: 4406 P: 361 By: BO

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
202	18'	10'	5'	7.5'
203	18'	10'	5'	7.5'
204	18'	10'	5'	7.5'
205	18'	10'	5'	7.5'
206	18'	10'	5'	7.5'
207	18'	10'	5'	7.5'
210	18'	10'	5'	7.5'
211	18'	10'	5'	7.5'
212	18'	10'	5'	7.5'
213	18'	10'	5'	7.5'
214	18'	10'	5'	7.5'
215	18'	10'	5'	7.5'
218	18'	10'	5'	7.5'
219	18'	10'	5'	7.5'
222	18'	10'	5'	7.5'
223	18'	10'	5'	7.5'
226	18'	10'	5'	7.5'
227	18'	10'	5'	7.5'
228	18'	10'	5'	7.5'
229	18'	10'	5'	7.5'
230	18'	10'	5'	7.5'
231	18'	10'	5'	7.5'
233	18'	10'	5'	7.5'
234	18'	10'	5'	7.5'
235	18'	10'	5'	7.5'
236	18'	10'	5'	7.5'
237	18'	10'	5'	7.5'
238	18'	10'	5'	7.5'
239	18'	10'	5'	7.5'
242	18'	10'	5'	7.5'
243	18'	10'	5'	7.5'
244	18'	10'	10'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360002618 Date: 01/20/2023 Time: 11:46AM
Page 8 of 9 B: 4406 P: 362 By: BO

Middleton Unit 1 - Corner Home Sites

Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
1	18'	10'	10'	5'	7.5'
7	18'	10'	10'	5'	7.5'
9	18'	10'	10'	5'	7.5'
54	18'	10'	10'	5'	7.5'
66	18'	10'	10'	5'	7.5'
67	18'	10'	10'	5'	7.5'
74	18'	10'	10'	5'	7.5'
75	18'	10'	10'	5'	7.5'
81	18'	10'	10'	5'	7.5'
82	18'	10'	10'	5'	7.5'
88	10'	10'	10'	5'	7.5'
89	18'	10'	10'	5'	7.5'
92	18'	10'	10'	5'	7.5'
93	18'	10'	10'	5'	7.5'
97	18'	10'	10'	5'	7.5'
125	18'	10'	10'	5'	7.5'
126	18'	10'	10'	5'	7.5'
129	18'	10'	10'	5'	7.5'
133	18'	10'	10'	5'	7.5'
134	18'	10'	10'	5'	7.5'
137	18'	10'	10'	5'	7.5'
138	18'	10'	10'	5'	7.5'
141	18'	10'	10'	5'	7.5'
142	18'	10'	10'	5'	7.5'
146	18'	10'	10'	5'	7.5'
147	18'	10'	10'	5'	7.5'
152	18'	10'	10'	5'	7.5'
153	18'	10'	10'	5'	7.5'
157	18'	10'	10'	5'	7.5'
158	18'	10'	10'	5'	7.5'
164	18'	10'	10'	5'	7.5'
165	18'	10'	10'	5'	7.5'
168	18'	10'	10'	5'	7.5'
171	18'	10'	10'	5'	7.5'
174	18'	10'	10'	5'	7.5'
175	18'	10'	10'	5'	7.5'
179	18'	10'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360002618 Date: 01/20/2023 Time: 11:46AM
Page 9 of 9 B: 4406 P: 363 By: BQ

180	18'	10'	10'	5'	7.5'
185	18'	10'	10'	5'	7.5'
190	18'	10'	10'	5'	7.5'
191	18'	10'	10'	5'	7.5'
195	18'	10'	10'	5'	7.5'
196	18'	10'	10'	5'	7.5'
199	18'	10'	10'	5'	7.5'
200	18'	10'	10'	5'	7.5'
208	18'	10'	10'	5'	7.5'
209	18'	10'	10'	5'	7.5'
216	18'	10'	10'	5'	7.5'
217	18'	10'	10'	5'	7.5'
220	18'	10'	10'	5'	7.5'
221	18'	10'	10'	5'	7.5'
224	18'	10'	10'	5'	7.5'
225	18'	10'	10'	5'	7.5'
232	18'	10'	10'	5'	7.5'
240	18'	10'	10'	5'	7.5'
241	18'	10'	10'	5'	7.5'

Inst. Number: 202360009503 Book: 4431 Page: 181 Page 1 of 9 Date: 3/10/2023 Time: 10:23 AM
Gloria Hayward Clerk of Courts, Sumter County, Florida

78.00
9.00 Copy
87.00

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360009503 Date: 03/10/2023 Time: 10:23AM
Page 1 of 9 B: 4431 P: 181 By: ML

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 1

a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 20, Pages 28, 28A through 28N, Public Records of Sumter County, Florida.

A. On January 12, 2023, The Villages Development Company, LLC, a Florida limited liability company, as Declarant recorded in Official Records Book 4402, Page 171 (Instrument #202360001510), a DECLARATION OF COVENANTS AND RESTRICTIONS for the subdivision known as MIDDLETON UNIT NO. 1, as amended by First Amendment to Declaration of Covenants and Restrictions recorded on January 20, 2023, in Official Records Book 4406, Page 355 (Instrument #202360002618), all in the Public Records of Sumter County, Florida (the "Declaration").

B. At this time, in accordance with the rights reserved in Section 9.1 of the Declaration, Declarant wishes to amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Declaration is hereby amended by deleting Exhibit "A" attached to the Declaration and replacing it with ***Exhibit "A"*** attached hereto.

2. Capitalized terms used but not defined herein shall have the meaning given to them in the Declaration.

3. Except as herein amended, all other terms and provisions of the Declaration remain in full force and effect.

(Signature on Following Page)

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360009503 Date: 03/10/2023 Time: 10:23AM
Page 2 of 9 B: 4431 P: 182 By: ML

DATED this 10th day of March, 2023.

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

DECLARANT

THE VILLAGES DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 10th day of March, 2023, by Martin L. Dzuro, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
Commission Number: _____
Commission Expires: _____

ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Bonded Thru Budget Notary Services

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

V:\Restrictions\Middleton\Unit No. 1 220102V\Declaration of Covenants and Restrictions - Second Amendment.docx

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360009503 Date: 03/10/2023 Time: 10:23AM
Page 3 of 9 B: 4431 P: 183 By: ML

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
2	26'	10'	5'	7.5'
3	18'	10'	5'	7.5'
4	18'	10'	5'	7.5'
5	18'	10'	5'	7.5'
6	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
10	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
12	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
14	18'	10'	5'	7.5'
15	18'	10'	5'	7.5'
16	18'	10'	5'	7.5'
17	18'	10'	5'	7.5'
18	18'	10'	5'	7.5'
19	23'	10'	5'	7.5'
20	23'	10'	5'	7.5'
21	28'	10'	5'	7.5'
22	18'	10'	5'	7.5'
23	22'	10'	5'	7.5'
24	18'	10'	5'	7.5'
25	18'	10'	5'	7.5'
26	18'	10'	5'	7.5'
27	18'	10'	5'	7.5'
28	18'	10'	5'	7.5'
29	18'	10'	5'	7.5'
30	18'	10'	5'	7.5'
31	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'
34	18'	10'	5'	7.5'
35	18'	10'	5'	7.5'
36	18'	10'	5'	7.5'
37	18'	10'	5'	7.5'
38	18'	10'	5'	7.5'
39	18'	10'	5'	7.5'
40	18'	10'	5'	7.5'
41	18'	10'	5'	7.5'
42	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360009503 Date: 03/10/2023 Time: 10:23AM
Page 4 of 9 B: 4431 P: 184 By: ML

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
43	18'	10'	5'	7.5'
44	18'	10'	5'	7.5'
45	18'	10'	5'	7.5'
46	18'	10'	5'	7.5'
47	18'	10'	5'	7.5'
48	18'	10'	5'	7.5'
49	18'	10'	5'	7.5'
50	18'	10'	5'	7.5'
51	18'	10'	5'	7.5'
52	18'	10'	5'	7.5'
53	18'	10'	5'	7.5'
55	18'	10'	5'	7.5'
56	18'	10'	5'	7.5'
57	18'	10'	5'	7.5'
58	18'	10'	5'	7.5'
59	18'	10'	5'	7.5'
60	18'	10'	5'	7.5'
61	18'	10'	5'	7.5'
62	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
64	18'	10'	5'	7.5'
65	18'	10'	5'	7.5'
68	18'	10'	5'	7.5'
69	18'	10'	5'	7.5'
70	18'	10'	5'	7.5'
71	18'	10'	5'	7.5'
72	18'	10'	5'	7.5'
73	18'	10'	5'	7.5'
76	18'	10'	5'	7.5'
77	18'	10'	5'	7.5'
78	18'	10'	5'	7.5'
79	18'	10'	5'	7.5'
80	18'	10'	5'	7.5'
83	10'	10'	5'	7.5'
84	10'	10'	5'	7.5'
85	10'	10'	5'	7.5'
86	10'	10'	5'	7.5'
87	10'	10'	5'	7.5'
90	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360009503 Date: 03/10/2023 Time: 10:23AM
Page 5 of 9 B: 4431 P: 185 By: ML

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
91	18'	10'	5'	7.5'
94	18'	10'	5'	7.5'
95	18'	10'	5'	7.5'
96	18'	10'	5'	7.5'
98	18'	10'	5'	7.5'
99	18'	10'	5'	7.5'
100	18'	10'	5'	7.5'
101	18'	10'	5'	7.5'
102	18'	10'	5'	7.5'
103	18'	10'	5'	7.5'
104	18'	10'	5'	7.5'
105	18'	10'	5'	7.5'
106	18'	10'	5'	7.5'
107	18'	10'	5'	7.5'
108	18'	10'	5'	7.5'
109	18'	10'	5'	7.5'
110	18'	10'	5'	7.5'
111	10'	10'	5'	7.5'
112	10'	10'	5'	7.5'
113	10'	10'	5'	7.5'
114	10'	10'	5'	7.5'
115	10'	10'	5'	7.5'
116	10'	10'	5'	7.5'
117	10'	10'	5'	7.5'
118	10'	10'	5'	7.5'
119	18'	10'	5'	7.5'
120	18'	10'	5'	7.5'
121	18'	10'	5'	7.5'
122	18'	10'	5'	7.5'
123	18'	10'	5'	7.5'
124	18'	10'	5'	7.5'
127	18'	10'	5'	7.5'
128	18'	10'	5'	7.5'
130	18'	10'	5'	7.5'
131	18'	10'	5'	7.5'
132	18'	10'	5'	7.5'
135	18'	10'	5'	7.5'
136	18'	10'	5'	7.5'
139	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360009503 Date: 03/10/2023 Time: 10:23AM
Page 6 of 9 B: 4431 P: 186 By: ML

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
140	18'	10'	5'	7.5'
143	18'	10'	5'	7.5'
144	18'	10'	5'	7.5'
145	18'	10'	5'	7.5'
148	18'	10'	5'	7.5'
149	18'	10'	5'	7.5'
150	18'	10'	5'	7.5'
151	18'	10'	5'	7.5'
154	18'	10'	5'	7.5'
155	18'	10'	5'	7.5'
156	18'	10'	5'	7.5'
159	18'	10'	5'	7.5'
160	18'	10'	5'	7.5'
161	18'	10'	5'	7.5'
162	18'	10'	5'	7.5'
163	18'	10'	5'	7.5'
166	18'	10'	5'	7.5'
167	18'	10'	5'	7.5'
169	18'	10'	5'	7.5'
170	18'	10'	5'	7.5'
172	18'	10'	5'	7.5'
173	18'	10'	5'	7.5'
176	18'	10'	5'	7.5'
177	18'	10'	5'	7.5'
178	18'	10'	5'	7.5'
181	18'	10'	5'	7.5'
182	18'	10'	5'	7.5'
183	18'	10'	5'	7.5'
184	18'	10'	5'	7.5'
186	18'	10'	5'	7.5'
187	18'	10'	5'	7.5'
188	18'	10'	5'	7.5'
189	18'	10'	5'	7.5'
192	18'	10'	5'	7.5'
193	18'	10'	5'	7.5'
194	18'	10'	5'	7.5'
197	18'	10'	5'	7.5'
198	18'	10'	5'	7.5'
201	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360009503 Date: 03/10/2023 Time: 10:23AM
Page 7 of 9 B: 4431 P: 187 By: ML

Middleton Unit 1 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
202	18'	10'	5'	7.5'
203	18'	10'	5'	7.5'
204	18'	10'	5'	7.5'
205	18'	10'	5'	7.5'
206	18'	10'	5'	7.5'
207	18'	10'	5'	7.5'
210	18'	10'	5'	7.5'
211	18'	10'	5'	7.5'
212	18'	10'	5'	7.5'
213	18'	10'	5'	7.5'
214	18'	10'	5'	7.5'
215	18'	10'	5'	7.5'
218	18'	10'	5'	7.5'
219	18'	10'	5'	7.5'
222	18'	10'	5'	7.5'
223	18'	10'	5'	7.5'
226	18'	10'	5'	7.5'
227	18'	10'	5'	7.5'
228	18'	10'	5'	7.5'
229	18'	10'	5'	7.5'
230	18'	10'	5'	7.5'
231	18'	10'	5'	7.5'
233	18'	10'	5'	7.5'
234	18'	10'	5'	7.5'
235	18'	10'	5'	7.5'
236	18'	10'	5'	7.5'
237	18'	10'	5'	7.5'
238	18'	10'	5'	7.5'
239	18'	10'	5'	7.5'
242	18'	10'	5'	7.5'
243	18'	10'	5'	7.5'
244	18'	10'	10'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360009503 Date: 03/10/2023 Time: 10:23AM
Page 8 of 9 B: 4431 P: 188 By: ML

Middleton Unit 1 - Corner Home Sites					
Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
1	25'	10'	10'	5'	7.5'
7	18'	10'	10'	5'	7.5'
9	18'	10'	10'	5'	7.5'
54	18'	10'	10'	5'	7.5'
66	18'	10'	10'	5'	7.5'
67	18'	10'	10'	5'	7.5'
74	18'	10'	10'	5'	7.5'
75	18'	10'	10'	5'	7.5'
81	18'	10'	10'	5'	7.5'
82	18'	10'	10'	5'	7.5'
88	10'	10'	10'	5'	7.5'
89	18'	10'	10'	5'	7.5'
92	18'	10'	10'	5'	7.5'
93	18'	10'	10'	5'	7.5'
97	18'	10'	10'	5'	7.5'
125	18'	10'	10'	5'	7.5'
126	18'	10'	10'	5'	7.5'
129	18'	10'	10'	5'	7.5'
133	18'	10'	10'	5'	7.5'
134	18'	10'	10'	5'	7.5'
137	18'	10'	10'	5'	7.5'
138	18'	10'	10'	5'	7.5'
141	18'	10'	10'	5'	7.5'
142	18'	10'	10'	5'	7.5'
146	18'	10'	10'	5'	7.5'
147	18'	10'	10'	5'	7.5'
152	18'	10'	10'	5'	7.5'
153	18'	10'	10'	5'	7.5'
157	18'	10'	10'	5'	7.5'
158	18'	10'	10'	5'	7.5'
164	18'	10'	10'	5'	7.5'
165	18'	10'	10'	5'	7.5'
168	18'	10'	10'	5'	7.5'
171	18'	10'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360009503 Date: 03/10/2023 Time: 10:23AM
Page 9 of 9 B: 4431 P: 189 By: ML

174	18'	10'	10'	5'	7.5'
175	18'	10'	10'	5'	7.5'
179	18'	10'	10'	5'	7.5'
180	18'	10'	10'	5'	7.5'
185	18'	10'	10'	5'	7.5'
190	18'	10'	10'	5'	7.5'
191	18'	10'	10'	5'	7.5'
195	18'	10'	10'	5'	7.5'
196	18'	10'	10'	5'	7.5'
199	18'	10'	10'	5'	7.5'
200	18'	10'	10'	5'	7.5'
208	18'	10'	10'	5'	7.5'
209	18'	10'	10'	5'	7.5'
216	18'	10'	10'	5'	7.5'
217	18'	10'	10'	5'	7.5'
220	18'	10'	10'	5'	7.5'
221	18'	10'	10'	5'	7.5'
224	18'	10'	10'	5'	7.5'
225	18'	10'	10'	5'	7.5'
232	18'	10'	10'	5'	7.5'
240	18'	10'	10'	5'	7.5'
241	18'	10'	10'	5'	7.5'

Inst. Number: 202360021324 Book: 4476 Page: 770 Page 1 of 2 Date: 6/1/2023 Time: 10:25 AM
Gloria Hayward Clerk of Courts, Sumter County, Florida

18.50 R' Erick D. Langenbrunner Esq
2 copy
20.50

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360021324 Date: 06/01/2023 Time: 10:25AM
Page 1 of 2 B: 4476 P: 770 By: MC

THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 1

a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 20, Pages 28, 28A through 28N, Public Records of Sumter County, Florida.

A. On January 12, 2023, The Villages Development Company, LLC, a Florida limited liability company, as Declarant recorded in Official Records Book 4402, Page 171 (Instrument #202360001510), a DECLARATION OF COVENANTS AND RESTRICTIONS for the subdivision known as MIDDLETON UNIT NO. 1, as amended by First Amendment to Declaration of Covenants and Restrictions recorded on January 20, 2023, in Official Records Book 4406, Page 355 (Instrument #202360002618), and as amended by Second Amendment to Declaration of Covenants and Restrictions recorded on March 10, 2023, in Official Records Book 4431, Page 181 (Instrument #202360009503), all in the Public Records of Sumter County, Florida (the "Declaration").

B. At this time, in accordance with the rights reserved in Section 9.1 of the Declaration, Declarant wishes to amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Declaration is hereby amended by amending and restating Section 2.21 in its entirety as follows:

> "2.21 **Vehicles**. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle or an Owner's vehicle used for their occupation, shall be parked or maintained on any Homesite or public right-of-way, except in an enclosed garage. No private passenger vehicle or Owner's occupational vehicle containing hazardous materials, fuel for other vehicles, noxious or offensive materials shall be parked or maintained on any Homesite or public right-of-way. No private passenger vehicle or Owner's occupational vehicle in excess of 1 ton size shall be parked or maintained on any Homesite or public right-of-way."

2. Capitalized terms used but not defined herein shall have the meaning given to them in the Declaration.

3. Except as herein amended, all other terms and provisions of the Declaration remain in full force and effect.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360021324 Date: 06/01/2023 Time: 10:25AM
Page 2 of 2 B: 4476 P: 771 By: MC

DATED this 31st day of May, 2023.

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

DECLARANT

THE VILLAGES DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31st day of May, 2023, by Martin L. Dzuro, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine
Commission Number: _____
Commission Expires: _____

ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Bonded Thru Budget Notary Services

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

V:\Restrictions\Middleton\Unit No. 1 220102V\Declaration of Covenants and Restrictions - Third Amendment.docx

Declaration of Covenants and Restrictions for Middleton Unit 2, as amended

199.00
35.00
34

THIS INSTRUMENT PREPARED BY/RETURN TO:
Jennifer Slone Tobin, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1600
Orlando, FL 32801

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360006298 Date: 02/15/2023 Time: 12:37PM
Page 1 of 35 B: 4419 P: 438 By: ML

DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 2

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 2 (the "**Declaration**") is made on January 27, 2023, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company (The Villages Development Company, LLC, its successor and assigns, is hereinafter referred to as the "**Declarant**").

RECITALS

A. Declarant is the sole owner in fee simple of certain real property located in Sumter County, Florida, platted as Middleton Unit No. 2, as per plat thereof (the "**Plat**") recorded in Plat Book 20, at Pages 29 through 29A-N, Public Records of Sumter County, Florida (the "**Property**").

B. Declarant desires to provide for the preservation of values and maintenance of certain common facilities in the Property, and so desires to subject all of the Homesites and Homes (as each is hereinafter defined), and each part thereof (but not the tracts and other areas of the Property) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

1.1 "**Architectural Review Board**" or "**ARB**" shall mean the Declarant or its designee, as described in Section 7.1 hereof.

1.2 "**AR Guidelines**" shall mean the Architectural Review Manual for construction, operation and maintenance of Homes and Homesites within the Property, as adopted and amended by the Declarant from time to time.

1.3 "**CDD**" shall mean Middleton Community Development District A.

1.4 "**City**" shall mean the City of Wildwood, in the State of Florida.

1.5 "**Common Areas**" shall mean and refer to those areas of land within the Property which are intended to be used and enjoyed by all Owners of Homesites, which include without limitation, entry areas, entry gates, and sign islands; drainage retention areas; the Storm Water Management System; recreational areas, parks, postal facilities, and appurtenant parking areas; lands owned by or conveyed to the CDD per the Plat or otherwise; and all improvements now or hereafter constructed thereon, including, without limitation, walkways, paths, utilities, lighting systems, signage, structures, gates, access systems, recreational facilities, and landscaping; and together with all other improvements which are specifically described herein to be maintained by the CDD. All personal property and real property, including easements, licenses, leaseholds, or other real property interests, owned by the CDD or maintained by the CDD for the common use and enjoyment of the Owners or third parties, are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests, and persons occupying "*Homes*" on a guest or tenant basis, and third parties or other entities having a legal right to use the same, to the extent authorized by this Declaration.

1.6 "**County**" shall mean the County of Sumter, in the State of Florida.

1.7 "**Declarant**" shall mean and refer to The Villages Development Company, LLC, a Florida limited liability company.

1.8 "**Declaration**" shall mean and refer to this Declaration of Covenants and Restrictions for Middleton Unit No. 2 and any amendments and supplements thereto.

1.9 "**Development Agreement**" shall mean that certain The Villages of Southern Oaks Area B Chapter 163 Development Agreement, dated July 11, 2022, between The City of Wildwood, Florida, and The Villages Land Company, LLC, recorded in Official Records Book 4316, Page 362, Public Records of Sumter County, Florida, and as amended from time to time.

1.10 "**Front Yard**" shall mean the portion of each Homesite described by drawing a line through the centerpoint of any Home, which line runs parallel to the road or road right of way adjacent to the Homesite. The Front Yard shall be the portion of the Homesite on the side of the line so drawn lying nearest the road or road right-of-way. The Front Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the ARB shall be controlling and final.

1.11 "**Home**" shall mean and refer to a detached single-family residential unit constructed on a Homesite for which a certificate of occupancy has been issued by the applicable governmental authorities.

1.12 "**Homesite**" shall mean and refer to any plot of land shown upon the Plat and designated as a numbered Homesite, and shall also include any plot of land shown upon any plat and designated as a numbered Homesite on property which is subsequently made subject to the terms of this Declaration in accordance with the provisions of Section 3.2 hereof.

1.13 "**Initial Home**" shall mean the initial home constructed on a Homesite by the Declarant, the plans for which shall be maintained by the Declarant.

1.14 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "*Homesite*"; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.15 "**Plat**" shall mean and refer to the subdivision of Middleton Unit No. 2, as more particularly described in Recital A of this Declaration.

1.16 "**Property**" shall mean and refer to the property platted as Middleton Unit No. 2, as per the Plat, as well as any other real property subjected to the Declaration pursuant to Section 3.2 hereof.

1.17 "**Rear Yard**" shall mean the portion of each Homesite described by drawing a line through the center-point of any Home, which line runs parallel to the road or road right-of-way adjacent to the Homesite. The Rear Yard shall be the portion of the Homesite on the side of the line so drawn lying furthest from the road or road right-of-way. The Rear Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be the portion of the Homesite lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined herein the determination of the ARB shall be controlling and final.

1.18 "**Side Yard**" shall mean the portions of each Homesite described by drawing a line through the point of the Home which extends the furthest into the Front Yard, which line runs parallel to the road or road right-of-way adjacent to the Homesite, and by drawing a line through the point of the Home that extends the furthest into the Rear Yard, which lines runs parallel to the line previously described. The Side Yard shall be all portions of the Homesite, exclusive of the Home, lying between the two lines so described. In the case of any dispute as to the location of the Side Yard as defined herein, the determination of the ARB shall be controlling and final.

1.19 "**Storm Water Management System**" shall mean and refer to a system, temporary or permanent, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit,

treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted by SWFMD pursuant to the provisions of Chapters 62-330 of the Florida Administrative Code, as the same may be from time to time amended, supplemented, or replaced by other provisions of Florida law.

1.20 "**SWFMD**" shall mean the Southwest Florida Water Management District.

ARTICLE 2

USE RESTRICTIONS

2.1 **Use Restrictions**. The use restrictions contained in this Article shall apply uniformly to all Homesites and Homes on the Property except that, unless specifically set forth herein to the contrary, they shall not apply to the activities of the Declarant or the CDD within the Common Areas or easements, including construction of improvements by the Declarant or the CDD other than Homes.

2.2 **Residential Use Only**. No Homesite or Home shall be used for any purpose except for residential use. No commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite. No building shall be erected, altered, placed or permitted to remain on any Homesite other than Homes designated for residential use, with attached or detached private garages. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Homes as models or offices. No mobile homes shall be permitted on the Property.

2.3 **Development Standards**.

2.3.1 Square Footage. Homes shall always contain at least the square footage of living area contained in the Initial Home constructed on the Homesite by the Declarant. Living area includes only areas that are heated and cooled but expressly excludes garages, open porches, decks, and atriums, whether or not heated and cooled.

2.3.2 Roof Pitch. The minimum roof pitch for the main portion of the Home (excluding covered porches and decorative elements) shall be 4:12, or such greater steepness as was built for the Initial Home constructed on the Homesite by the Declarant.

2.3.3 Construction Type. Homes shall be conventionally built Homes. The Declarant shall construct the Initial Home on each Homesite.

2.3.4 Easements. No building or other vertical improvements shall be made within the easements created in favor of Declarant under this Declaration or in the Plat without the prior written approval of Declarant.

2.3.5 Setbacks. Each Homesite and the Home constructed thereon (and any reconstruction, repair, addition or other vertical improvement) shall comply, in addition to all other requirements herein, with the setback requirements specified on **Exhibit A** attached hereto and made a part hereof.

2.4 **Subdivision - Multi Units**. Only one Home may be erected on each Homesite. No Homesite may be subdivided.

2.5 **No Temporary or Accessory Structures**. Except as set forth in Section 2.9 with respect to detached garages, no portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Homesite for storage or otherwise; provided, however that this prohibition shall not apply to: (a) shelters used by the Declarant or a licensed contractor during the construction of any Home; or (b) pergolas covering walkways on the Homesite, which match the general aesthetic of the Home if approved by the ARB.

2.6 **Livestock and Animal Restrictions**. No animal shall be kept or maintained on any Homesite (including but not limited to in the Home) except conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Homesites. Without limiting the foregoing, horses, cattle, pigs, and chickens are not allowed. The Declarant shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Homesites. Such permitted animals shall be kept on the Owner's Homesite and shall not be allowed off the premises of the Owner's Homesite except under restraint and in the company of the Owner, a member of the Owner's family, or servant. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

2.7 **Restriction on Activity**. No noxious or offensive activity shall be conducted or permitted to exist upon any Homesite or in any Home, nor shall anything be done or permitted to exist on any Homesite or in any Home that may be or may become an annoyance or private or public nuisance. No Homesite, driveway, or Common Area shall be used for purposes of vehicle repair or maintenance. This restriction shall not apply to activities conducted by the Declarant in the construction, sale or maintenance of improvements upon the Property.

2.8 **Restrictions on Walls and Fences; Hedges**. No wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Homesite; provided however, fences or walls located in the Rear Yard and Side Yard shall be permitted only if (a) the design and materials are consistent with the then-applicable AR Guidelines, and (b) the Owner receives prior written approval of the ARB as to the specific location of the fence(s) or walls. No wall or fence may be painted or altered in appearance after installation, unless the foregoing criteria are met prior to such painting or alteration. All walls and fences must be maintained and repaired in good condition, and all hedges must be neatly trimmed.

2.9 **Garages**. Each Home shall have either an attached or detached garage. No Owner may change the nature of the garage (i.e. attached or detached) from that installed as a part of the Initial Home (whether in connection with a remodel, repair or a rebuild). Garages must be maintained operational for the storage of automobiles, boats, and other motor vehicles. Garage doors shall be predominantly opaque and remain closed except when in actual use to allow ingress and egress into the garage, and any change in garage door from that installed for the Initial Home must be consistent in design with the aesthetics of the Home and the surrounding neighborhood. The addition of carports that are of a design, material and appearance uniform with that of the Initial Home may be permitted if consistent with the then-applicable AR Guidelines and if the Owner receives prior written approval of the ARB as to the location, design and aesthetic of the carport.

2.10 **Insect Control; Fire Control; Trash Removal**. In order to implement effective insect, reptile, rodent, and fire control, the Declarant and its agents shall have the right, but not the duty, to enter upon any Homesite, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Declarant and its agents may enter upon such land to remove any trash which has collected on such Homesite or Home without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Homesite nor to provide garbage or trash removal services. Any and all costs incurred by the Declarant in exercising its rights under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.11 **Clothes Lines**. No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Homesite.

2.12 **Exterior Antennas, etc**. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Homesite or Home thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Homes only if such dishes are mounted to those portions of the Home directly facing the Side Yard or the Rear Yard of the Homesite.

2.13 **Exterior Paint**. The only color paints that may be used on the exterior of any Home are (a) the same palette of exterior paint (i.e. dominant and accent colors) used on the Initial Home in the same location as used on the Initial Home; or (b) any other palette of exterior paints as contained at the time of repainting in the then-applicable AR Guidelines, with the applicable colors of the palette being applied to the designated portion of the Home (i.e. main Home vs. trim) as provided in the AR Guidelines, provided, however, that at the time of repainting, neither Home immediately adjacent to the Home being painted is painted with that same color palette.

2.14 **Signs**. No sign (whether commercial, political, personal, "for sale", "for rent" or otherwise) shall be erected or maintained on any Homesite or Home within public view except as may be required by legal proceedings. Such prohibition shall apply to commercial real estate signs advertising a particular Homesite or Home for sale or for rent. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Homesite or Home.

2.15 **Exterior Maintenance**. Each individual Owner shall have the responsibility to maintain the exterior of their respective Home in good condition. In addition to the foregoing, the Declarant shall have the right, but not the duty, to provide maintenance to any exterior areas visible from the roads or adjacent Homesites, including repairs to walls and roofs, painting, landscaping, and lawn maintenance. The Declarant shall have the right (but not the obligation) to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Home to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Declarant in performing repairs and maintenance under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.16 **Allowable Trim and Decoration**. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, without the prior written consent of the Declarant, and the Declarant shall only grant approval therefor if such improvements are consistent in design and color of the applicable Home, and consistent with the then-applicable AR Guidelines. All other outside decorations and ornaments, whether affixed to the Home or placed elsewhere on the Homesite, are prohibited. This restriction shall not apply to holiday decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, nor shall apply to any holiday decorations from the period commencing on Thanksgiving and extending until January 10th of the following year. Notwithstanding the foregoing, the Declarant may prohibit or restrict decorations which it determines, in its sole discretion, create a hardship on, or nuisance to, neighboring property, or otherwise interferes with the quiet and peaceful

enjoyment by any other Owner of that Owner's Homesite. This restriction shall also not apply to a single flag pole which may not, however, extend higher than 22'.

2.17 **Window Tinting**. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the Declarant.

2.18 **Unit Air Conditioners**. No air conditioning units may be mounted to windows or walls unless the location, method of installation and appearance has been approved in writing by the Declarant. It is the intention of this provision to authorize the Declarant to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds; provided, however, that the Declarant shall not unreasonably withhold its approval of split systems which are compliant with the then-applicable AR Guidelines. All other air conditioning units shall be located in the Rear Yard or Side Yard and shall be effectively screened by plant matter or opaque fencing as required by the then-applicable AR Guidelines.

2.19 **Interior Maintenance**. Each individual Owner shall have the responsibility to maintain the interior of their respective Home in such fashion so as not to create a health or safety hazard to adjoining Homes or to create a nuisance.

2.20 **Tree Removal Restrictions**. Owner shall ensure compliance with all applicable City of Wildwood tree ordinances prior to removing trees.

2.21 **Vehicles**. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle, shall be parked or maintained on any Homesite or public right-of-way, except in an enclosed garage.

2.22 **Construction on Homesites**.

2.22.1 All construction on any Home shall be completed within twelve (12) months from the issuance of the building permit for that Home; provided, however that such restriction shall not apply to the construction of the Initial Home. If any construction on a Homesite, once commenced is discontinued for a period of at least sixty (60) consecutive days, the ARB and/or the Declarant shall have the right, in addition to any other rights and remedies hereunder, to require the Owner to raze (or repair any unsightliness caused by) all partially completed improvements on the Homesite, remove all debris and rubble, fill in all foundations, and/or return the Homesite to grade and landscape the entire Homesite with sod per the provisions of Section 2.24 hereof (to be maintained per Section 2.15 hereof), within thirty (30) days following written notice from the ARB or the Declarant.

2.22.2 All construction on any Homesite (including any remodeling or rebuild following a casualty) shall be: (a) subject to the provisions of Article 7 hereof, including the plan review provisions thereof; (b) subject to any approval rights of Declarant contained herein; and (c) at that Homesite Owner's risk. Homesite Owner shall be responsible for any damage to Common Areas, other Homesites, utilities, public rights-of-way, sidewalks, or curbing resulting from

construction on such Homesite. Repairs of construction damage must be made by the Owner within thirty (30) days.

2.22.3 If the Owner fails to timely take the actions required under Sections 2.22.1 or 2.22.2 hereof, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite or upon the exterior of any Home for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section (whether on the Owner's Homesite, any other Homesite, any Common Areas, utilities, public rights-of-way, sidewalks or curbing) shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.23 **Recreational Equipment**. All recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard. Any other recreational equipment shall be kept within the Home except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Home.

2.24 **Grassed Areas and Yards**. All sodded areas on a Homesite shall be serviced by an in-ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Homesite in a neat, clean, orderly and healthy condition. Each Owner shall also maintain all sodded areas between the Owner's Homesite and the pavement of any adjacent paved street. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All areas of the yard that are not landscaped must be sodded. All grass shall be of a type approved for use in the then-applicable AR Guidelines. Sodded areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. Owners may expand the size of, and create additional landscaped areas only upon prior written consent of the Declarant. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Home, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Home. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Homesite including any easements located on or adjacent thereto, including front, side, and rear road and utility easements. Owners are encouraged to and may add and replace landscape that is more water-conservative and draught-tolerant than provided with the Initial Home, however, any such alterations visible from roadways or Common Areas must receive the prior written approval of the

ARB, which shall require, at a minimum, that the aesthetics of such landscaping be compatible with the Home and the surrounding neighborhood.

2.24.1 **Vacant Homesites**. The grassy areas of any vacant Homesites shall be kept regularly mowed and trimmed, and all areas of vacant Homesites shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. If the Owner fails to maintain a vacant Homesite as so required, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.25 **Pools; Spas**. No above-ground pools are permitted within the Property. Above ground spas are permitted within the Property. All spas and in-ground pools shall include a paved patio extending from the Home and completely surrounding the pool and spa and shall be located in the Rear Yard. All pool and spa enclosures, including screening, must be approved by the Declarant.

2.26 **Compliance With Development Agreement**. No Homesite or Home may, at any time, be used in a way contrary to, or which would create a violation of any terms contained in the Development Agreement, as amended from time to time.

2.27 **Storage**. No items may be stored on a Homesite outside a Home or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, and equipment shall be stored by an Owner out of view, except when in use. If the Owner fails to comply with the foregoing requirements, the Declarant shall have the right (but not the obligation) to enter upon any Homesite for the purpose of removing any such unpermitted items, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.28 **Household Garbage and Yard Trash**. The Declarant will designate a solid waste hauler to service the Property and each Home must use and pay for garbage services provided by the solid waste hauler selected by the Declarant. Charges for trash service shall commence on the date the Owner purchase its Homesite and Home, and that the fees for such service is payable on a year-round basis, regardless of use or occupancy. No Homesite Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Homesite, except for the removal of lawn waste by a tree removal or landscaping service. No Homesite or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in the garage. On those days and only on those days when garbage pickup or trash pickup are made at the Homesite, the Owners shall place their garbage on their Homesite and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. Declarant and/or the solid waste hauler shall have the right to require that trash and garbage be put in receptacles for pickup, which receptacles shall be kept in the garage or at the rear of the Home out of sight from the street within an approved fenced or walled area. At any time that receptacles are required: (a) all receptacles will be removed from the curbside no later than sundown of the day of pickup, (b) all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle, and (c) in no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Home, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this Section, on a Homesite or on the Properties during construction of improvements to the Properties or construction of a Home. In the event any applicable garbage franchisee institutes a recycling program, Declarant reserves the right to require all Owners to participate in such program.

2.29 **Containers and Fuel Tanks**. All garbage and trash containers, bottled gas tanks, water softeners, and other similar tanks and containers shall be located in the garage or, subject to approval of the ARB, in the Rear Yard or a Side Yard adjacent to the Home (but in no event within any easements on the Homesite). Any such garbage or trash containers, bottled gas tanks, water softeners, and other similar containers located in the Rear Yard or Side Yard shall be located adjacent to the Home and, except for portable gas tanks typically used in connection with a propane grill, shall be installed underground or within an area screened by a wall, hedge, landscaping or fence which is not visible from any street or adjoining property.

2.30 **Gardens and Prohibited Plants**. Vegetable gardens may be grown only in the Rear Yard.

2.31 **Lighting**. All exterior lighting on any Homesite or Home must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Homesite upon which the lighting is erected. The Declarant shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the CDD, or any governmental entity.

2.32 **Driveways**. All driveways shall be constructed of concrete, and shall extend from the pavement of a street adjacent to the Homesite to the garage constructed on the Homesite. Driveways may be painted and designed with stamped concrete or pavers, provided that the design of the painting, stamped concrete, and pavers shall be harmonious with the design and color of the Home, and no murals, depictions, sayings, or other non-geometric designs shall be permitted. The Declarant shall have final discretion to determine whether driveway improvements are in compliance with this Section, and any Owner, prior to making any such improvements or changes to the driveway installed with the Initial Home, shall first obtain the written approval of the Declarant. No Owner or other person shall extend any street or road, or create any street or road upon its Homesite, and no Homesite may be used as ingress and egress to any other property.

2.33 **Mail boxes**. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner. All mail will be delivered to key-accessed mailbox installations in locations designated by the Declarant and approved by the United States postal service.

2.34 **Leases**. Leasing of all or any portion of a Home is restricted to residential uses for a minimum period of six (6) months. All leases shall be in writing, shall specify such residential restriction and shall provide that the Declarant shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. A copy of any such lease shall be delivered to the Declarant upon request. Each lease shall contain the following provision:

> "The lessee hereby acknowledges that this lease is subject to the *Declaration of Covenants and Restrictions for Middleton Unit No. 2*, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys fees. "

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest, or licensee of a Home occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than six (6) months. The Declarant shall have the right to collect attorneys' fees against any occupant or tenant and the owner of the Home in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this Section.

2.35 **Water and Sewer Systems**. Each Homesite will be serviced by a central water and sewer system. Septic systems, and private potable water or irrigation wells are prohibited.

2.36 **Water Management District Compliance**. Declarant shall, in constructing each Initial Home, comply with the construction plans for the Surface Water Management System approved and on file with SWFWMD. No Owner of property within the Property may construct

or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and Plat, unless prior approval is received from SWFWMD, and if applicable, any other appropriate governmental agency having jurisdiction. Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the Surface Water Management System approved and on file with SWFWMD and if such maintenance of designated flow paths is not properly undertaken by Owner, then the Declarant (and/or the CDD) shall have the right, but not the obligation enter onto the Homesite and reconstruct the intended flow pattern, with any such entry by the Declarant not being deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant or the CDD will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant or the CDD in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.37 **Maintenance of Perimeter Fences**. Any fences or walls, or combination thereof, constructed along the western boundary of Homesite 157 (the "**Perimeter Fence**") shall be maintained as follows: the top and the exterior faces thereof (i.e., the faces of the Perimeter Fence facing away from any adjacent Homesites) shall be maintained by the CDD. No Owner may paint, modify, alter, attach any object to, damage, or otherwise affect any portion of the Perimeter Fence, and Owners whose Homesites are adjacent to any portion of the Perimeter Fence shall pressure wash, when necessary, and clean the interior faces thereof (i.e., the faces of the Perimeter Fence facing towards the adjacent Homesite). Declarant shall maintain a fence plan detailing specifically which fences or walls are to be deemed portions of the Perimeter Fence, and said plan shall be made available to Owners and shall be conclusive. If the Owner fails to maintain any portion of the Perimeter Fence located on a Homesite as so required, the Declarant shall have the right (but not the obligation) to perform such maintenance, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.38 **Restrictions on Use of Common Areas; Water Features**. Common Areas shall only be used for the purposes for which they are intended (i.e., parking areas for parking, playgrounds for playing, retention areas for water retention and fishing, etc.). The Declarant may promulgate reasonable rules and regulations governing use of the Common Areas from time to

time, and the same shall be binding upon Owners. Notwithstanding the foregoing however, Owners acknowledge that the lakes, ponds, basins, retention and detention areas, marsh areas or other water-related areas within or outside of the Property ("**Water Features**") are designed to detain, or retain, stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, such Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within any particular Water Feature at any given time is also subject to fluctuation due to droughts, floods, excessive rain and/or distribution due to irrigation activities. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level. Rules regarding access and use of the Water Features (i.e. fishing, boating, kayaking, etc.) shall be promulgated and enforced by the CDD, and each Owner, by acceptance of its Home and Homesite, acknowledges that it has no guaranty of a right to access or use any such Water Feature.

2.39 **Sounds**. All sounds emanating from a Home (whether from televisions, radios, computers, musical instruments, human voices, or otherwise) must be kept to a moderate level from 10:00 PM to one (1) hour before daylight.

2.40 **Solicitation**. Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Property.

2.41 **Rules and Regulations**. The Declarant reserves the right to establish such other reasonable rules and regulations governing the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of the Property, all of which will apply equally to the Owners. The rules and regulations may be contained in the AR Guidelines, or will become effective five (5) days following written notice to the Owners.

ARTICLE 3

PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATIONS; PROPERTY RIGHTS

3.1 **The Property**. The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

3.2 **Annexation**. Additional land adjacent to the Property may be annexed to the Property by the Declarant without the consent of the Owners, provided the annexation does not change the general nature or character of the subdivision. Upon annexation of said additional land, the Owners of Homesites within the land so annexed for all intents and purposes shall be deemed subject to the provisions of this Declaration, with the right to use the Common Areas identified herein, or identified within the supplemental declaration referred to hereafter. The Owners of the Homesites shall be subject to this Declaration and the rules and regulations contemplated hereby

in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners, except as may be specifically set forth in such supplemental declaration. When land is annexed, the Declarant shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed.

3.3 **Owner's Easements of Enjoyment**. Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Homesite subject to the following provisions:

3.3.1 any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, Plat or other conveyance or agreement creating the right of the Declarant in and to that portion of the Common Areas, or creating the right of third parties in and to that portion of the Common Areas; and

3.3.2 the right of the Declarant to dedicate or transfer all or any part of the Common Areas to the CDD, or any other any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Declarant.

3.4 **Easement for Access and Drainage.** The CDD shall have a perpetual non-exclusive easement over all areas of the Storm Water Management System for access to operate, maintain or repair the system. By this easement the CDD shall have the right to enter upon any portion of any Homesite which is a part of the Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Storm Water Management System as required by the Southwest Florida Water Management District permit. Additionally, the CDD and the Declarant shall have a perpetual non-exclusive easement for drainage over the entire Storm Water Management System. No person shall alter the drainage flow of the Storm Water Management System, including buffer areas or swales, without the prior written approval of SWFWMD.

3.5 **Delegation of Use**. Any Owner shall delegate such Owner's right of enjoyment to the Common Areas and facilities to any tenant of the Home at the time of entering into a lease of the Home and Homesite (which lease shall be entered into in accordance with the terms of this Declaration). During any period in which Owner has so delegated such Owner's right of enjoyment, the Owner shall not have the right to exercise such right of enjoyment, it being the intent that only the current occupant of the Home and such occupant's guests shall have the foregoing right of enjoyment.

3.6 **Construction and Sales**. There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Homesites), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Homesites within the Property and for ingress

and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Homesites.

3.7 **Common Area Utility Easements**. To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant as such Owner's agent and attorneys-in-fact with full power in such Owner's name, place and stead, to execute instruments creating, granting or modifying utility easements over the Common Areas; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

3.8 **Easements Over Homesites**. Easements and rights of way are hereby (a) reserved by Declarant for the construction, installation, and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cable, telephone, irrigation lines and other utilities, together with rights of ingress and egress necessary for the full utilization thereof, (b) reserved to the Declarant for the construction, installation, and maintenance of any portion of the Perimeter Fence located on such Homesites, and (c) reserved by Declarant for landscaping. Such easements and rights of way are hereby reserved and granted over: (i) a seven and one-half (7 ½) foot width along the Rear Yard Homesite lines, (ii) a ten (10) feet width along the Front Yard Homesite lines, and (iii) a five (5) feet width along the Side Yard Homesite lines. All such utilities and facilities in the easement along the Front Yard Homesite line shall be flush with, or below grade; provided however, the foregoing restriction shall not prohibit above grade utilities and facilities in those areas of the Front Yard easement that are also burdened by the Side Yard easement created in this Section 3.8. The Declarant shall have the right, in its sole discretion, to reduce the size of the easements granted in this Section 3.8 for any particular Homesite. Utility providers utilizing such easements covenant, as a condition to the right to use such easement, not to interfere with or disturb any equipment install within the easement area and to repair the grading and landscaping disturbed in connection with any utilization of said easement. In addition to the foregoing reservations, each Owner acknowledges that: (i) it shall maintain any landscaping and buffer yards installed in any special easement designated on the Plat; and (ii) allow Declarant to enter onto the Homesite for the purpose of installing any utilities, landscaping or buffer yard on such special easement, which shall not be deemed a trespass.

3.9 **Easements Reserved to Declarant**. The Declarant hereby reserves unto itself, the right to grant easements over, upon, under and across all Common Areas, including, but not limited to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping

stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

ARTICLE 4

CDD

4.1 **Generally**. The CDD shall have such authority and perform those services consistent with Chapter 190 of the Florida Statutes with respect to the Property. Services shall include, but not be limited to the following:

4.1.1 Maintenance and repair of tracts conveyed to the CDD (whether by the Plat or otherwise), together with all improvements located thereon;

4.1.2 Maintenance and repair of areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public;

4.1.3 Pay for the cost of water and sewer provided by the applicable utility company serving the Property, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public (to the extent such costs are not paid directly by Owners);

4.1.4 Maintenance and repair of the Storm Water Management System, including drainage easements and drain pipes not maintained by other utility providers, or the City of Wildwood;

4.1.5 Maintenance and repair of the landscaping and irrigation on islands and cul-de-sacs located within the roadways, if any; and

4.1.6 Maintenance and repair of the Perimeter Fence in accordance with Section 2.37 hereof.

4.2 **Fees**. Each Owner, by acceptance of the deed to their Homesite, acknowledges and agrees that the CDD shall have the right to impose fees on such Homesite and Owner for the provision of amenities or other services, and that such fees may be in addition to any sums payable or due hereunder.

4.3 **Delegation**. The Declarant shall have the right to delegate its rights and obligations hereunder to the CDD (which shall be in addition, if applicable, to the services specified in Section 4.1), and which shall include the right to enforce, on Declarant's behalf, the provisions of Article 2 hereof.

ARTICLE 5

LIENS

5.1 **Liens**. All sums charged against any Owner, Home or Homesite by Declarant or its designee (including, but not limited to the CDD) with respect to the matters set forth herein, together with court costs, reasonable attorneys' fees, late charges and interest (at the statutory rate) shall be secured by an equitable charge and continuing lien on such Homesite. Such lien shall be superior to all other liens and encumbrances on such Parcel from and after the date of recording of a claim of lien in the public records by the Declarant or its designee. Declarant shall have the power and authority, in its sole judgment and discretion, to release the lien or to subordinate it to any other lien. The Declarant shall have the right to take any action it may determine to collect the sums evidenced by any such lien or institute an action to foreclose said lien. The costs of collecting any such lien (including attorneys fees and costs) shall be included in such lien.

ARTICLE 6

DEFAULTS

6.1 **Defaults**. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees of any of the provisions of this Declaration or the AR Guidelines, the Declarant shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Declarant, or if any similar violation is thereafter repeated, the Declarant may, at its option take any one or all of the following actions:

6.1.1 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

6.1.2 Commence an action to recover damages; and

6.1.3 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Declarant as provided herein, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Declarant in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the

Declarant in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be charged against the applicable Owner, shall be a lien on the Homesite, and shall be due upon written demand by the Declarant.

6.2 **Negligence**. An Owner shall be liable and may be charged by the Declarant for the expense of any maintenance, repairs or replacement rendered necessary by such Owner's act, neglect or carelessness.

6.3 **Responsibility of an Owner for Occupants, Tenants, Guests and Invitees**. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Home, and for all employees, tenants, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Declarant, the Owner shall be charged for same, which shall be a lien against such Owner's Homesite in accordance with the terms hereof. Furthermore, any violation of any of the provisions of this Declaration or the rules and regulations promulgated hereunder by any resident of any Home, or any guest or invitee of an Owner or of any resident of a Home shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

6.4 **Right of Declarant to Evict Tenants, Occupants, Guests, and Invitees**. With respect to any tenant or any person present in any Home or any portion of the Property, other than an Owner and the members of his or her immediate family permanently residing with him or her in the Home, if such person shall materially violate any provision of this Declaration or the rules and regulations promulgated hereunder, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Declarant or the CDD, then upon written notice by the Declarant such person shall be required to immediately leave the Property and if such person does not do so, the Declarant is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be charged to the applicable Owner payable within thirty (30) days of demand, and the Declarant may collect such sums and have a lien against the Home and the Owner for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Declarant.

6.5 **No Waiver**. The failure of the Declarant to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant to enforce such right, provision, covenant, or condition in the future.

6.6 **Rights Cumulative**. All rights, remedies and privileges granted to the Declarant pursuant to any terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Declarant thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

6.7 **Enforcement By or Against other Persons**. In addition to the foregoing, this Declaration may be enforced by Declarant (or its designee, which may include, but is not limited to the CDD), by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

6.8 **Delegation**. The Declarant shall have the right to delegate to the CDD its right to pursue the remedies and rights in this Article 6 as provided in Article 6 hereof, provided, however, that such delegation shall not limit the rights of Declarant hereunder.

ARTICLE 7

ARCHITECTURAL REVIEW

7.1 **Composition of Architectural Review Board**. The Declarant, acting in its own name or Declarant's appointed agent, shall constitute the Architectural Review Board (referred to herein as "**ARB**"). At such time as Declarant in its sole and absolute discretion shall determine, Declarant may, in lieu of continuing to serve as the ARB, transfer the authority to serve in that capacity to the CDD. The Declarant and/or the CDD, as applicable, may designate an agent or agent(s) from time to time to serve as the ARB.

7.2 **Matters Subject to Review**. After the Initial Home has been constructed and except for: (a) matters expressly reserved to the Declarant pursuant to the provisions of this Declaration and/or (b) matters which are expressly permitted in this Declaration without ARB review, no reconstruction, additions, alterations or modifications to the Home, or in the locations or utility connections of the Home, nor any buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without, in each instance, the prior written consent of the ARB; provided however that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article 7. Nothing contained herein shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure.

7.3 **Submission of Plans**. Prior to the initiation of construction upon any Homesite subject to the review of the ARB pursuant to Section 7.2, the Owner thereof shall first submit to

the ARB any information deemed reasonably necessary by the ARB for the performance of its function. Such information may or may not include a complete set of plans and specifications for the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, and specifications of materials and exterior colors. As a precondition of approval of any plans and specifications or other materials submitted to it, the ARB may assess a reasonable fee, including a fee for initial review and approval and for inspections of construction to assure compliance with the approved plans and specifications and other materials.

7.4 **Plan Review**. Upon receipt by the ARB of all of the information required by this Article 7 for any matter requiring ARB review pursuant to this Declaration, the ARB shall have thirty (30) days in which to review said information. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; (iv) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit, (v) confirming that the improvements comply with the then-applicable AR Guidelines (or should be granted an exemption therefrom), and (vi) confirming that the proposed work complies with the construction plans for the Surface Water Management System approved and on file with SWFWMD. In the event that the ARB fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

7.5 **Contingent Approval**. In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans.

7.6 **Maintenance**. All buildings, fences, walls, outbuildings, landscaping, or other structures or improvements approved by the ARB shall be maintained in accordance with the Plans submitted to the ARB, and in good condition as determined by the ARB, all consistent with the requirements of Article 2 hereof. Without limiting the foregoing, all landscaping shall be maintained in a healthy condition. Any failure to maintain any such buildings, fence, wall, outbuilding, landscaping, or other structures or improvements in accordance with the approval obtained from the ARB, and in reasonable condition as determined by the ARB, shall constitute a default hereunder, entitling the Declarant to pursue the remedies set forth therein, together with such other remedies are available at law or in equity.

7.7 **Non-Conforming Structures**. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARB. The Declarant may maintain an action at law or in equity for the removal or correction of the nonconforming structure

and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

7.8 **Immunity of ARB Members**. No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Declarant shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice. Any approval given by the ARB, whether written, spoken, or implied, shall not constitute or imply compliance with this Declaration or any governmental regulations.

7.9 **Address for Notice**. Requests for approval or correspondence with the ARB shall be in writing and mailed or delivered to the principal office of the Declarant at that address, through an online process as may be established from time to time by Declarant, or such other address as may be designated from time to time by the Declarant. No correspondence or request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

7.10 **Variances**. The ARB may authorize variances in compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require and the other requirements of this Article 7 are met. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements and requirements imposed by any governmental or municipal authority.

7.11 **Attorneys Fees and Costs**. For all purposes necessary to enforce or construe this Article, the ARB and the Declarant, shall be entitled to collect reasonable attorneys fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the Declarant within fifteen (15) days of Declarant providing to Owner a written notice thereof, the Declarant may place a lien on such Owner's Homesite in the amount of said fees, costs, and expenses against such Owner which lien shall constitute a lien on the Owner's Homesite pursuant to Section 5.1 and shall be collectible as set forth in this Declaration.

ARTICLE 8
COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

8.1 **No Partition**. Recognizing that the full use and enjoyment of any Homesite is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Homesites, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as set forth in Section 3.5 hereof, or otherwise as an appurtenance to and in the same transaction with, a transfer of title to a Homesite. Any conveyance or transfer of a Homesite shall include the right to use and enjoyment of the Common Areas appurtenant to such Homesite subject to reasonable rules and regulations promulgated by the Declarant for such use and employment, whether or not such rights shall have been described or referred to in the deed by which said Homesite is conveyed.

ARTICLE 9

AMENDMENTS TO DECLARATION

9.1 **General Amendments**. This Declaration may be amended by Declarant, without the consent of any other Owner, at any time that Declarant is an Owner, and after such time, then this Declaration may be amended by the affirmative vote or written consent of the Owners owning not less than two-thirds (2/3) of the Homesites. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant (even after such time as Declarant no longer is an Owner) without the prior written consent of the Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

9.2 **Additional Requirements for Amendments**. Any amendment to this Declaration which alters the Storm Water Management System, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of SWFWMD, notwithstanding any other provisions contained herein.

ARTICLE 10

STORM WATER MANAGEMENT SYSTEM

10.1 **Responsibility for Surface Water or Storm Water Management System**. Except for the obligations of Owners set forth in Section 2.36 hereof, the CDD shall be responsible for the maintenance, operation and repair of the Storm Water Management System. Maintenance

of the Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by SWFWMD. The CDD, its successors and assigns, shall be responsible for such maintenance and operation (other than to the extent any other governmental body assumes responsibility for such maintenance and operation). Any repair or reconstruction of the Storm Water Management System shall be as permitted, or as modified, or as approved by SWFWMD.

10.2 **Enforcement**. SWFWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

ARTICLE 11

GENERAL PROVISIONS

11.1 **Parties Who May Seek Enforcement**. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, or any rules and regulations of the Declarant promulgated hereunder, it shall be lawful for Declarant and any Owner (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions or (b) to maintain proceedings in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all such violations or attempted violations or seeking any other legal or equitable relief available. Should any such party be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of sums due, including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof. Notwithstanding the foregoing, SWFWMD shall have the right to enforce, by proceeding in law or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

11.2 **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.3 **Duration**. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Owners and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Homesites. Any revocation must be recorded.

11.4 **Transfer of Assets to Local Government**. The Declarant and/or the CDD may transfer Common Areas to any local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Declarant property to standards and conditions required by the local government.

11.5 **Litigation**. In any litigation arising out of, or relating to, this Declaration, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

11.6 **Development Agreement**. Each Owner, by acceptance of a deed to a Homesite, hereby automatically agrees that its Home, Homesite, all improvements and activities thereon and use thereof shall be subject to the Development Agreement, as it may be amended from time to time. Each Owner further acknowledges and agrees that Declarant, and its affiliates and assigns reserve the right to unilaterally amend the Development Agreement, including but not limited to, the right to add or incorporate additional lands and subdivisions to the property subject to the Development Agreement without the joinder of any Owner whatsoever, and each Owner waives any objection to such amendments of the Development Agreement.

[signature on following page]

DATED this 27th day of January, 2023.

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

THE VILLAGES DEVELOPMENT COMPANY LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Robert L. Chandler IV, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me ☑ in person OR ☐ via online notarization this 27th day of January, 2023, by Robert L. Chandler IV, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Print Name: Zoey Devine
Serial/Commission Number: _____
Commission Expires: _____

ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Bonded Thru Budget Notary Services

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360006298 Date: 02/15/2023 Time: 12:37PM
Page 27 of 35 B: 4419 P: 464 By: ML

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
1	10'	10'	5'	7.5'
2	10'	10'	5'	7.5'
3	10'	10'	5'	7.5'
6	18'	10'	5'	7.5'
7	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
9	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
12	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
14	18'	10'	5'	7.5'
17	18'	10'	5'	7.5'
18	18'	10'	5'	7.5'
19	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
21	18'	10'	5'	7.5'
22	18'	10'	5'	7.5'
23	18'	10'	5'	7.5'
24	18'	10'	5'	7.5'
25	18'	10'	5'	7.5'
26	18'	10'	5'	7.5'
27	18'	10'	5'	7.5'
29	18'	10'	5'	7.5'
30	18'	10'	5'	7.5'
31	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'
34	18'	10'	5'	7.5'
35	18'	10'	5'	7.5'
36	18'	10'	5'	7.5'
37	18'	10'	5'	7.5'
38	18'	10'	5'	7.5'
39	18'	10'	5'	7.5'
40	18'	10'	5'	7.5'
41	18'	10'	5'	7.5'
42	18'	10'	5'	7.5'
43	18'	10'	5'	7.5'
44	18'	10'	5'	7.5'
46	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360006298 Date: 02/15/2023 Time: 12:37PM
Page 28 of 35 B: 4419 P: 465 By: ML

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
47	18'	10'	5'	7.5'
48	18'	10'	5'	7.5'
49	18'	10'	5'	7.5'
50	18'	10'	5'	7.5'
51	18'	10'	5'	7.5'
54	18'	10'	5'	7.5'
55	18'	10'	5'	7.5'
56	18'	10'	5'	7.5'
57	18'	10'	5'	7.5'
58	18'	10'	5'	7.5'
59	18'	10'	5'	7.5'
60	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
64	18'	10'	5'	7.5'
65	18'	10'	5'	7.5'
66	18'	10'	5'	7.5'
67	18'	10'	5'	7.5'
68	18'	10'	5'	7.5'
69	18'	10'	5'	7.5'
70	18'	10'	5'	7.5'
73	18'	10'	5'	7.5'
74	18'	10'	5'	7.5'
75	18'	10'	5'	7.5'
76	18'	10'	5'	7.5'
77	18'	10'	5'	7.5'
78	18'	10'	5'	7.5'
79	18'	10'	5'	7.5'
80	18'	10'	5'	7.5'
81	18'	10'	5'	7.5'
84	18'	10'	5'	7.5'
85	18'	10'	5'	7.5'
86	18'	10'	5'	7.5'
87	18'	10'	5'	7.5'
88	18'	10'	5'	7.5'
89	18'	10'	5'	7.5'
90	18'	10'	5'	7.5'
91	18'	10'	5'	7.5'
92	18'	10'	5'	7.5'
93	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360006298 Date: 02/15/2023 Time: 12:37PM
Page 29 of 35 B: 4419 P: 466 By: ML

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
96	18'	10'	5'	7.5'
97	18'	10'	5'	7.5'
98	18'	10'	5'	7.5'
99	18'	10'	5'	7.5'
100	18'	10'	5'	7.5'
101	18'	10'	5'	7.5'
102	18'	10'	5'	7.5'
103	18'	10'	5'	7.5'
104	18'	10'	5'	7.5'
107	18'	10'	5'	7.5'
108	18'	10'	5'	7.5'
109	18'	10'	5'	7.5'
110	18'	10'	5'	7.5'
111	18'	10'	5'	7.5'
112	18'	10'	5'	7.5'
113	18'	10'	5'	7.5'
114	18'	10'	5'	7.5'
115	18'	10'	5'	7.5'
116	18'	10'	5'	7.5'
118	18'	10'	5'	7.5'
119	18'	10'	5'	7.5'
120	18'	10'	5'	7.5'
121	18'	10'	5'	7.5'
122	18'	10'	5'	7.5'
123	18'	10'	5'	7.5'
124	18'	10'	5'	7.5'
125	18'	10'	5'	7.5'
126	18'	10'	5'	7.5'
128	18'	10'	5'	7.5'
129	18'	10'	5'	7.5'
130	18'	10'	5'	7.5'
131	18'	10'	5'	7.5'
132	18'	10'	5'	7.5'
133	18'	10'	5'	7.5'
134	18'	10'	5'	7.5'
135	18'	10'	5'	7.5'
136	18'	10'	5'	7.5'
137	18'	10'	5'	7.5'
138	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360006298 Date: 02/15/2023 Time: 12:37PM
Page 30 of 35 B: 4419 P: 467 By: ML

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
139	18'	10'	5'	7.5'
140	18'	10'	5'	7.5'
141	18'	10'	5'	7.5'
142	18'	10'	5'	7.5'
143	18'	10'	5'	7.5'
144	18'	10'	5'	7.5'
145	18'	10'	5'	7.5'
146	18'	10'	5'	7.5'
147	18'	10'	5'	7.5'
148	18'	10'	5'	7.5'
149	18'	10'	5'	7.5'
150	18'	10'	5'	7.5'
151	18'	10'	5'	7.5'
152	18'	10'	5'	7.5'
153	18'	10'	5'	7.5'
154	18'	10'	5'	7.5'
155	18'	10'	5'	7.5'
157	18'	10'	5'	7.5'
158	18'	10'	5'	7.5'
159	18'	10'	5'	7.5'
160	18'	10'	5'	7.5'
161	18'	10'	5'	7.5'
162	18'	10'	5'	7.5'
163	18'	10'	5'	7.5'
164	18'	10'	5'	7.5'
165	18'	10'	5'	7.5'
166	18'	10'	5'	7.5'
167	18'	10'	5'	7.5'
168	18'	10'	5'	7.5'
169	18'	10'	5'	7.5'
170	18'	10'	5'	7.5'
172	18'	10'	5'	7.5'
173	18'	10'	5'	7.5'
174	18'	10'	5'	7.5'
175	18'	10'	5'	7.5'
176	18'	10'	5'	7.5'
179	18'	10'	5'	7.5'
180	18'	10'	5'	7.5'
181	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360006298 Date: 02/15/2023 Time: 12:37PM
Page 31 of 35 B: 4419 P: 468 By: ML

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
182	18'	10'	5'	7.5'
183	18'	10'	5'	7.5'
184	18'	10'	5'	7.5'
187	18'	10'	5'	7.5'
188	18'	10'	5'	7.5'
189	18'	10'	5'	7.5'
190	18'	10'	5'	7.5'
191	18'	10'	5'	7.5'
192	18'	10'	5'	7.5'
194	18'	10'	5'	7.5'
195	18'	10'	5'	7.5'
197	18'	10'	5'	7.5'
198	18'	10'	5'	7.5'
199	18'	10'	5'	7.5'
200	18'	10'	5'	7.5'
201	18'	10'	5'	7.5'
202	18'	10'	5'	7.5'
205	18'	10'	5'	7.5'
206	18'	10'	5'	7.5'
207	18'	10'	5'	7.5'
208	18'	10'	5'	7.5'
209	18'	10'	5'	7.5'
210	18'	10'	5'	7.5'
213	18'	10'	5'	7.5'
214	18'	10'	5'	7.5'
215	18'	10'	5'	7.5'
216	18'	10'	5'	7.5'
217	18'	10'	5'	7.5'
218	18'	10'	5'	7.5'
219	18'	10'	5'	7.5'
222	18'	10'	5'	7.5'
223	18'	10'	5'	7.5'
224	18'	10'	5'	7.5'
225	18'	10'	5'	7.5'
226	18'	10'	5'	7.5'
227	18'	10'	5'	7.5'
228	18'	10'	5'	7.5'
231	18'	10'	5'	7.5'
232	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360006298 Date: 02/15/2023 Time: 12:37PM
Page 32 of 35 B: 4419 P: 469 By: ML

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
233	18'	10'	5'	7.5'
234	18'	10'	5'	7.5'
235	18'	10'	5'	7.5'
236	18'	10'	5'	7.5'
237	18'	10'	5'	7.5'
240	18'	10'	5'	7.5'
241	18'	10'	5'	7.5'
242	18'	10'	5'	7.5'
244	18'	10'	5'	7.5'
245	18'	10'	5'	7.5'
246	18'	10'	5'	7.5'
247	18'	10'	5'	7.5'
248	18'	10'	5'	7.5'
249	18'	10'	5'	7.5'
252	18'	10'	5'	7.5'
253	18'	10'	5'	7.5'
254	18'	10'	5'	7.5'
255	18'	10'	5'	7.5'
256	18'	10'	5'	7.5'
257	18'	10'	5'	7.5'
258	18'	10'	5'	7.5'
259	18'	10'	5'	7.5'
262	18'	10'	5'	7.5'
263	18'	10'	5'	7.5'
264	18'	10'	5'	7.5'
265	18'	10'	5'	7.5'
266	18'	10'	5'	7.5'
268	18'	10'	5'	7.5'
269	18'	10'	5'	7.5'
270	18'	10'	5'	7.5'
271	18'	10'	5'	7.5'
272	18'	10'	5'	7.5'
273	18'	10'	5'	7.5'
274	18'	10'	5'	7.5'
275	18'	10'	5'	7.5'
276	18'	10'	5'	7.5'
277	18'	10'	5'	7.5'
278	18'	10'	5'	7.5'
279	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360006298 Date: 02/15/2023 Time: 12:37PM
Page 33 of 35 B: 4419 P: 470 By: ML

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
280	18'	10'	5'	7.5'
281	18'	10'	5'	7.5'
283	18'	10'	5'	7.5'
284	18'	10'	5'	7.5'
285	18'	10'	5'	7.5'
286	18'	10'	5'	7.5'
287	18'	10'	5'	7.5'
288	18'	10'	5'	7.5'
289	18'	10'	5'	7.5'
291	18'	10'	5'	7.5'
292	18'	10'	5'	7.5'
293	18'	10'	5'	7.5'
294	18'	10'	5'	7.5'
295	18'	10'	5'	7.5'
296	18'	10'	5'	7.5'
297	18'	10'	5'	7.5'
298	18'	10'	5'	7.5'
299	18'	10'	5'	7.5'
300	18'	10'	5'	7.5'
303	18'	10'	5'	7.5'
304	18'	10'	5'	7.5'
305	18'	10'	5'	7.5'
306	18'	10'	5'	7.5'
307	18'	10'	5'	7.5'
310	18'	10'	5'	7.5'
311	18'	10'	5'	7.5'
312	18'	10'	5'	7.5'
313	18'	10'	5'	7.5'
314	18'	10'	5'	7.5'
315	18'	10'	5'	7.5'
316	18'	10'	5'	7.5'
317	18'	10'	5'	7.5'
318	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360006298 Date: 02/15/2023 Time: 12:37PM
Page 34 of 35 B: 4419 P: 471 By: ML

Unit 2 - Corner Home Sites					
Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
4	10'	10'	10'	5'	7.5'
5	18'	10'	10'	5'	7.5'
10	18'	10'	10'	5'	7.5'
15	18'	10'	10'	5'	7.5'
16	18'	10'	10'	5'	7.5'
28	18'	10'	10'	5'	7.5'
45	18'	10'	10'	5'	7.5'
52	18'	10'	10'	5'	7.5'
53	18'	10'	10'	5'	7.5'
61	18'	10'	10'	5'	7.5'
62	18'	10'	10'	5'	7.5'
71	18'	10'	10'	5'	7.5'
72	18'	10'	10'	5'	7.5'
82	18'	10'	10'	5'	7.5'
83	18'	10'	10'	5'	7.5'
94	18'	10'	10'	5'	7.5'
95	18'	10'	10'	5'	7.5'
105	18'	10'	10'	5'	7.5'
106	18'	10'	10'	5'	7.5'
117	18'	10'	10'	5'	7.5'
127	18'	10'	10'	5'	7.5'
156	18'	10'	10'	5'	7.5'
171	18'	10'	10'	5'	7.5'
177	18'	10'	10'	5'	7.5'
178	18'	10'	10'	5'	7.5'
185	18'	10'	10'	5'	7.5'
186	18'	10'	10'	5'	7.5'
193	18'	10'	10'	5'	7.5'
196	18'	10'	10'	5'	7.5'
203	18'	10'	10'	5'	7.5'
204	18'	10'	10'	5'	7.5'
211	18'	10'	10'	5'	7.5'
212	18'	10'	10'	5'	7.5'
220	18'	10'	10'	5'	7.5'
221	18'	10'	10'	5'	7.5'
229	18'	10'	10'	5'	7.5'
230	18'	10'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360006298 Date: 02/15/2023 Time: 12:37PM
Page 35 of 35 B: 4419 P: 472 By: ML

238	18'	10'	10'	5'	7.5'
239	18'	10'	10'	5'	7.5'
243	18'	10'	10'	5'	7.5'
250	18'	10'	10'	5'	7.5'
251	18'	10'	10'	5'	7.5'
260	18'	10'	10'	5'	7.5'
261	18'	10'	10'	5'	7.5'
267	18'	10'	10'	5'	7.5'
282	18'	10'	10'	5'	7.5'
290	18'	10'	10'	5'	7.5'
301	18'	10'	10'	5'	7.5'
302	18'	10'	10'	5'	7.5'
308	18'	10'	10'	5'	7.5'
309	18'	10'	10'	5'	7.5'
319	18'	10'	10'	5'	7.5'

Inst. Number: 202360021325 Book: 4476 Page: 772 Page 1 of 11 Date: 6/1/2023 Time: 10:25 AM
Gloria Hayward Clerk of Courts, Sumter County, Florida

95 R: Erick D Langenbrunner Esq
1 Copy
106

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360021325 Date: 06/01/2023 Time: 10:25AM
Page 1 of 11 B: 4476 P: 772 By: MC

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 2

a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 20, Pages 29, 29A through 29N, Public Records of Sumter County, Florida.

A. On February 15, 2023, The Villages Development Company, LLC, a Florida limited liability company, as Declarant recorded in Official Records Book 4419, Page 438 (Instrument #202360006298), Public Records of Sumter County, Florida, a DECLARATION OF COVENANTS AND RESTRICTIONS for the subdivision known as MIDDLETON UNIT NO. 2 (the "Declaration").

B. At this time, in accordance with the rights reserved in Section 9.1 of the Declaration, Declarant wishes to amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Declaration is hereby amended by amending and restating Section 2.21 in its entirety as follows:

> "2.21 **Vehicles**. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle or an Owner's vehicle used for their occupation, shall be parked or maintained on any Homesite or public right-of-way, except in an enclosed garage. No private passenger vehicle or Owner's occupational vehicle containing hazardous materials, fuel for other vehicles, noxious or offensive materials shall be parked or maintained on any Homesite or public right-of-way. No private passenger vehicle or Owner's occupational vehicle in excess of 1 ton size shall be parked or maintained on any Homesite or public right-of-way."

2. The Declaration is hereby amended by deleting Exhibit "A" attached to the Declaration and replacing it with ***Exhibit "A"*** attached hereto.

3. Capitalized terms used but not defined herein shall have the meaning given to them in the Declaration.

4. Except as herein amended, all other terms and provisions of the Declaration remain in full force and effect.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360021325 Date: 06/01/2023 Time: 10:25AM
Page 2 of 11 B: 4476 P: 773 By: MC

DATED this 31st day of May, 2023.

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

DECLARANT

THE VILLAGES DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 31st day of May, 2023, by Martin L. Dzuro, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, who is personally known to me.

Notary Public – State of Florida
Print Name: Zoey Devine
Commission Number:
Commission Expires:

ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Bonded Thru Budget Notary Services

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

V:\Restrictions\Middleton\Unit No. 2 220128V\Declaration of Covenants and Restrictions - First Amendment.docx

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360021325 Date: 06/01/2023 Time: 10:25AM
Page 3 of 11 B: 4476 P: 774 By: MC

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
1	18.3'	10'	5'	7.5'
2	18'	10'	5'	7.5'
3	16'	10'	5'	7.5'
6	18'	10'	5'	7.5'
7	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
9	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
12	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
14	18'	10'	5'	7.5'
17	18'	10'	5'	7.5'
18	18'	10'	5'	7.5'
19	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
21	18'	10'	5'	7.5'
22	18'	10'	5'	7.5'
23	18'	10'	5'	7.5'
24	18'	10'	5'	7.5'
25	18'	10'	5'	7.5'
26	18'	10'	5'	7.5'
27	18'	10'	5'	7.5'
29	18'	10'	5'	7.5'
30	18'	10'	5'	7.5'
31	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'
34	18'	10'	5'	7.5'
35	18'	10'	5'	7.5'
36	18'	10'	5'	7.5'
37	18'	10'	5'	7.5'
38	18'	10'	5'	7.5'
39	18'	10'	5'	7.5'
40	18'	10'	5'	7.5'
41	18'	10'	5'	7.5'
42	18'	10'	5'	7.5'
43	18'	10'	5'	7.5'
44	18'	10'	5'	7.5'
46	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360021325 Date: 06/01/2023 Time: 10:25AM
Page 4 of 11 B: 4476 P: 775 By: MC

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
47	18'	10'	5'	7.5'
48	18'	10'	5'	7.5'
49	18'	10'	5'	7.5'
50	18'	10'	5'	7.5'
51	18'	10'	5'	7.5'
54	18'	10'	5'	7.5'
55	18'	10'	5'	7.5'
56	18'	10'	5'	7.5'
57	18'	10'	5'	7.5'
58	18'	10'	5'	7.5'
59	18'	10'	5'	7.5'
60	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
64	18'	10'	5'	7.5'
65	18'	10'	5'	7.5'
66	18'	10'	5'	7.5'
67	18'	10'	5'	7.5'
68	18'	10'	5'	7.5'
69	18'	10'	5'	7.5'
70	18'	10'	5'	7.5'
73	18'	10'	5'	7.5'
74	18'	10'	5'	7.5'
75	18'	10'	5'	7.5'
76	18'	10'	5'	7.5'
77	18'	10'	5'	7.5'
78	18'	10'	5'	7.5'
79	18'	10'	5'	7.5'
80	18'	10'	5'	7.5'
81	18'	10'	5'	7.5'
84	18'	10'	5'	7.5'
85	18'	10'	5'	7.5'
86	18'	10'	5'	7.5'
87	18'	10'	5'	7.5'
88	18'	10'	5'	7.5'
89	18'	10'	5'	7.5'
90	18'	10'	5'	7.5'
91	18'	10'	5'	7.5'
92	18'	10'	5'	7.5'
93	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360021325 Date: 06/01/2023 Time: 10:25AM
Page 5 of 11 B: 4476 P: 776 By: MC

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
96	18'	10'	5'	7.5'
97	18'	10'	5'	7.5'
98	18'	10'	5'	7.5'
99	18'	10'	5'	7.5'
100	18'	10'	5'	7.5'
101	18'	10'	5'	7.5'
102	18'	10'	5'	7.5'
103	18'	10'	5'	7.5'
104	18'	10'	5'	7.5'
107	18'	10'	5'	7.5'
108	18'	10'	5'	7.5'
109	18'	10'	5'	7.5'
110	18'	10'	5'	7.5'
111	18'	10'	5'	7.5'
112	18'	10'	5'	7.5'
113	18'	10'	5'	7.5'
114	18'	10'	5'	7.5'
115	18'	10'	5'	7.5'
116	18'	10'	5'	7.5'
118	18'	10'	5'	7.5'
119	18'	10'	5'	7.5'
120	18'	10'	5'	7.5'
121	18'	10'	5'	7.5'
122	18'	10'	5'	7.5'
123	18'	10'	5'	7.5'
124	18'	10'	5'	7.5'
125	18'	10'	5'	7.5'
126	18'	10'	5'	7.5'
128	18'	10'	5'	7.5'
129	18'	10'	5'	7.5'
130	18'	10'	5'	7.5'
131	18'	10'	5'	7.5'
132	18'	10'	5'	7.5'
133	18'	10'	5'	7.5'
134	18'	10'	5'	7.5'
135	18'	10'	5'	7.5'
136	18'	10'	5'	7.5'
137	18'	10'	5'	7.5'
138	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360021325 Date: 06/01/2023 Time: 10:25AM
Page 6 of 11 B: 4476 P: 777 By: MC

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
139	18'	10'	5'	7.5'
140	18'	10'	5'	7.5'
141	18'	10'	5'	7.5'
142	18'	10'	5'	7.5'
143	18'	10'	5'	7.5'
144	18'	10'	5'	7.5'
145	18'	10'	5'	7.5'
146	18'	10'	5'	7.5'
147	18'	10'	5'	7.5'
148	18'	10'	5'	7.5'
149	18'	10'	5'	7.5'
150	18'	10'	5'	7.5'
151	18'	10'	5'	7.5'
152	18'	10'	5'	7.5'
153	18'	10'	5'	7.5'
154	18'	10'	5'	7.5'
155	18'	10'	5'	7.5'
157	18'	10'	5'	7.5'
158	18'	10'	5'	7.5'
159	18'	10'	5'	7.5'
160	18'	10'	5'	7.5'
161	18'	10'	5'	7.5'
162	18'	10'	5'	7.5'
163	18'	10'	5'	7.5'
164	18'	10'	5'	7.5'
165	18'	10'	5'	7.5'
166	18'	10'	5'	7.5'
167	18'	10'	5'	7.5'
168	18'	10'	5'	7.5'
169	18'	10'	5'	7.5'
170	18'	10'	5'	7.5'
172	18'	10'	5'	7.5'
173	18'	10'	5'	7.5'
174	18'	10'	5'	7.5'
175	18'	10'	5'	7.5'
176	18'	10'	5'	7.5'
179	18'	10'	5'	7.5'
180	18'	10'	5'	7.5'
181	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360021325 Date: 06/01/2023 Time: 10:25AM
Page 7 of 11 B: 4476 P: 778 By: MC

Exhibit "A"

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
182	18'	10'	5'	7.5'
183	18'	10'	5'	7.5'
184	18'	10'	5'	7.5'
187	18'	10'	5'	7.5'
188	18'	10'	5'	7.5'
189	18'	10'	5'	7.5'
190	18'	10'	5'	7.5'
191	18'	10'	5'	7.5'
192	18'	10'	5'	7.5'
194	18'	10'	5'	7.5'
195	18'	10'	5'	7.5'
197	18'	10'	5'	7.5'
198	18'	10'	5'	7.5'
199	18'	10'	5'	7.5'
200	18'	10'	5'	7.5'
201	18'	10'	5'	7.5'
202	18'	10'	5'	7.5'
205	18'	10'	5'	7.5'
206	18'	10'	5'	7.5'
207	18'	10'	5'	7.5'
208	18'	10'	5'	7.5'
209	18'	10'	5'	7.5'
210	18'	10'	5'	7.5'
213	18'	10'	5'	7.5'
214	18'	10'	5'	7.5'
215	18'	10'	5'	7.5'
216	18'	10'	5'	7.5'
217	18'	10'	5'	7.5'
218	18'	10'	5'	7.5'
219	18'	10'	5'	7.5'
222	18'	10'	5'	7.5'
223	18'	10'	5'	7.5'
224	18'	10'	5'	7.5'
225	18'	10'	5'	7.5'
226	18'	10'	5'	7.5'
227	18'	10'	5'	7.5'
228	18'	10'	5'	7.5'
231	18'	10'	5'	7.5'
232	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360021325 Date: 06/01/2023 Time: 10:25AM
Page 8 of 11 B: 4476 P: 779 By: MC

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
233	18'	10'	5'	7.5'
234	18'	10'	5'	7.5'
235	18'	10'	5'	7.5'
236	18'	10'	5'	7.5'
237	18'	10'	5'	7.5'
240	18'	10'	5'	7.5'
241	18'	10'	5'	7.5'
242	18'	10'	5'	7.5'
244	18'	10'	5'	7.5'
245	18'	10'	5'	7.5'
246	18'	10'	5'	7.5'
247	18'	10'	5'	7.5'
248	18'	10'	5'	7.5'
249	18'	10'	5'	7.5'
252	18'	10'	5'	7.5'
253	18'	10'	5'	7.5'
254	18'	10'	5'	7.5'
255	18'	10'	5'	7.5'
256	18'	10'	5'	7.5'
257	18'	10'	5'	7.5'
258	18'	10'	5'	7.5'
259	18'	10'	5'	7.5'
262	18'	10'	5'	7.5'
263	18'	10'	5'	7.5'
264	18'	10'	5'	7.5'
265	18'	10'	5'	7.5'
266	18'	10'	5'	7.5'
268	18'	10'	5'	7.5'
269	18'	10'	5'	7.5'
270	18'	10'	5'	7.5'
271	18'	10'	5'	7.5'
272	18'	10'	5'	7.5'
273	18'	10'	5'	7.5'
274	18'	10'	5'	7.5'
275	18'	10'	5'	7.5'
276	18'	10'	5'	7.5'
277	18'	10'	5'	7.5'
278	18'	10'	5'	7.5'
279	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360021325 Date: 06/01/2023 Time: 10:25AM
Page 9 of 11 B: 4476 P: 780 By: MC

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
280	18'	10'	5'	7.5'
281	18'	10'	5'	7.5'
283	18'	10'	5'	7.5'
284	18'	10'	5'	7.5'
285	18'	10'	5'	7.5'
286	18'	10'	5'	7.5'
287	18'	10'	5'	7.5'
288	18'	10'	5'	7.5'
289	18'	10'	5'	7.5'
291	18'	10'	5'	7.5'
292	18'	10'	5'	7.5'
293	18'	10'	5'	7.5'
294	18'	10'	5'	7.5'
295	18'	10'	5'	7.5'
296	18'	10'	5'	7.5'
297	18'	10'	5'	7.5'
298	18'	10'	5'	7.5'
299	18'	10'	5'	7.5'
300	18'	10'	5'	7.5'
303	18'	10'	5'	7.5'
304	18'	10'	5'	7.5'
305	18'	10'	5'	7.5'
306	18'	10'	5'	7.5'
307	18'	10'	5'	7.5'
310	18'	10'	5'	7.5'
311	18'	10'	5'	7.5'
312	18'	10'	5'	7.5'
313	18'	10'	5'	7.5'
314	18'	10'	5'	7.5'
315	18'	10'	5'	7.5'
316	18'	10'	5'	7.5'
317	18'	10'	5'	7.5'
318	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360021325 Date: 06/01/2023 Time: 10:25AM
Page 10 of 11 B: 4476 P: 781 By: MC

Unit 2 - Corner Home Sites					
Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
4	10'	10'	10'	5'	7.5'
5	19'	10'	10'	5'	7.5'
10	18'	10'	10'	5'	7.5'
15	18'	10'	10'	5'	7.5'
16	18'	10'	10'	5'	7.5'
28	18'	10'	10'	5'	7.5'
45	18'	10'	10'	5'	7.5'
52	18'	10'	10'	5'	7.5'
53	18'	10'	10'	5'	7.5'
61	18'	10'	10'	5'	7.5'
62	18'	10'	10'	5'	7.5'
71	18'	10'	10'	5'	7.5'
72	18'	10'	10'	5'	7.5'
82	18'	10'	10'	5'	7.5'
83	18'	10'	10'	5'	7.5'
94	20'	10'	10'	5'	7.5'
95	18'	10'	10'	5'	7.5'
105	18'	10'	10'	5'	7.5'
106	18'	10'	10'	5'	7.5'
117	18'	10'	10'	5'	7.5'
127	18'	10'	10'	5'	7.5'
156	18'	10'	10'	5'	7.5'
171	18'	10'	10'	5'	7.5'
177	18'	10'	10'	5'	7.5'
178	18'	10'	10'	5'	7.5'
185	18'	10'	10'	5'	7.5'
186	18'	10'	10'	5'	7.5'
193	18'	10'	10'	5'	7.5'
196	18'	10'	10'	5'	7.5'
203	18'	10'	10'	5'	7.5'
204	18'	10'	10'	5'	7.5'
211	18'	10'	10'	5'	7.5'
212	18'	10'	10'	5'	7.5'
220	18'	10'	10'	5'	7.5'
221	18'	10'	10'	5'	7.5'
229	18'	10'	10'	5'	7.5'
230	18'	10'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360021325 Date: 06/01/2023 Time: 10:25AM
Page 11 of 11 B: 4476 P: 782 By: MC

238	18'	10'	10'	5'	7.5'
239	18'	10'	10'	5'	7.5'
243	18'	10'	10'	5'	7.5'
250	18'	10'	10'	5'	7.5'
251	18'	10'	10'	5'	7.5'
260	18'	10'	10'	5'	7.5'
261	18'	10'	10'	5'	7.5'
267	18'	10'	10'	5'	7.5'
282	18'	10'	10'	5'	7.5'
290	18'	10'	10'	5'	7.5'
301	18'	10'	10'	5'	7.5'
302	18'	10'	10'	5'	7.5'
308	18'	10'	10'	5'	7.5'
309	18'	10'	10'	5'	7.5'
319	18'	10'	10'	5'	7.5'

95.00
11.00 Copy
106.00

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360039671 Date: 10/20/2023 Time: 8:58AM
Page 1 of 11 B: 4546 P: 462 By: ML

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 2

a subdivision in Sumter County, Florida, according to the plat thereof as recorded in Plat Book 20, Pages 29, 29A through 29N, Public Records of Sumter County, Florida.

A. On February 15, 2023, The Villages Development Company, LLC, a Florida limited liability company, as Declarant recorded in Official Records Book 4419, Page 438 (Instrument #202360006298), a DECLARATION OF COVENANTS AND RESTRICTIONS for the subdivision known as MIDDLETON UNIT NO. 2, as amended by First Amendment to Declaration of Covenants and Restrictions recorded on June 1, 2023, in Official Records Book 4476, Page 772 (Instrument #202360021325), all in the Public Records of Sumter County, Florida, (the "Declaration").

B. At this time, in accordance with the rights reserved in Section 9.1 of the Declaration, Declarant wishes to amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Declaration is hereby amended by deleting Exhibit "A" attached to the Declaration and replacing it with ***Exhibit "A"*** attached hereto.

2. Capitalized terms used but not defined herein shall have the meaning given to them in the Declaration.

3. Except as herein amended, all other terms and provisions of the Declaration remain in full force and effect.

[Signatures on following page]

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360039671 Date: 10/20/2023 Time: 8:58AM
Page 2 of 11 B: 4546 P: 463 By: ML

DATED this 18th day of October, 2023.

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

DECLARANT

THE VILLAGES DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 18th day of October, 2023, by Martin L. Dzuro, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, who is personally known to me.

Notary Public - State of Florida
Print Name: Zoey Devine
Commission Number:
Commission Expires:

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

PREPARED BY/RETURN TO:
Erick D. Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

V:\Restrictions\Middleton\Unit No. 2 220128V\Declaration of Covenants and Restrictions - Second Amendment.docx

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360039671 Date: 10/20/2023 Time: 8:58AM
Page 3 of 11 B: 4546 P: 464 By: ML

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
1	18.3'	10'	5'	7.5'
2	18'	10'	5'	7.5'
3	16'	10'	5'	7.5'
6	18'	10'	5'	7.5'
7	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
9	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
12	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
14	18'	10'	5'	7.5'
17	18'	10'	5'	7.5'
18	18'	10'	5'	7.5'
19	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
21	18'	10'	5'	7.5'
22	18'	10'	5'	7.5'
23	18'	10'	5'	7.5'
24	18'	10'	5'	7.5'
25	18'	10'	5'	7.5'
26	18'	10'	5'	7.5'
27	18'	10'	5'	7.5'
29	18'	10'	5'	7.5'
30	18'	10'	5'	7.5'
31	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'
34	18'	10'	5'	7.5'
35	18'	10'	5'	7.5'
36	18'	10'	5'	7.5'
37	18'	10'	5'	7.5'
38	18'	10'	5'	7.5'
39	18'	10'	5'	7.5'
40	18'	10'	5'	7.5'
41	18'	10'	5'	7.5'
42	18'	10'	5'	7.5'
43	18'	10'	5'	7.5'
44	18'	10'	5'	7.5'
46	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360039671 Date: 10/20/2023 Time: 8:58AM
Page 4 of 11 B: 4546 P: 465 By: ML

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
47	18'	10'	5'	7.5'
48	18'	10'	5'	7.5'
49	18'	10'	5'	7.5'
50	18'	10'	5'	7.5'
51	18'	10'	5'	7.5'
54	18'	10'	5'	7.5'
55	18'	10'	5'	7.5'
56	18'	10'	5'	7.5'
57	18'	10'	5'	7.5'
58	18'	10'	5'	7.5'
59	18'	10'	5'	7.5'
60	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
64	18'	10'	5'	7.5'
65	18'	10'	5'	7.5'
66	18'	10'	5'	7.5'
67	18'	10'	5'	7.5'
68	18'	10'	5'	7.5'
69	18'	10'	5'	7.5'
70	18'	10'	5'	7.5'
73	18'	10'	5'	7.5'
74	18'	10'	5'	7.5'
75	18'	10'	5'	7.5'
76	18'	10'	5'	7.5'
77	18'	10'	5'	7.5'
78	18'	10'	5'	7.5'
79	18'	10'	5'	7.5'
80	18'	10'	5'	7.5'
81	18'	10'	5'	7.5'
84	18'	10'	5'	7.5'
85	18'	10'	5'	7.5'
86	18'	10'	5'	7.5'
87	18'	10'	5'	7.5'
88	18'	10'	5'	7.5'
89	18'	10'	5'	7.5'
90	18'	10'	5'	7.5'
91	18'	10'	5'	7.5'
92	18'	10'	5'	7.5'
93	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360039671 Date: 10/20/2023 Time: 8:58AM
Page 5 of 11 B: 4546 P: 466 By: ML

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
96	18'	10'	5'	7.5'
97	18'	10'	5'	7.5'
98	18'	10'	5'	7.5'
99	18'	10'	5'	7.5'
100	18'	10'	5'	7.5'
101	18'	10'	5'	7.5'
102	18'	10'	5'	7.5'
103	18'	10'	5'	7.5'
104	18'	10'	5'	7.5'
107	18'	10'	5'	7.5'
108	18'	10'	5'	7.5'
109	18'	10'	5'	7.5'
110	18'	10'	5'	7.5'
111	18'	10'	5'	7.5'
112	18'	10'	5'	7.5'
113	18'	10'	5'	7.5'
114	18'	10'	5'	7.5'
115	18'	10'	5'	7.5'
116	18'	10'	5'	7.5'
118	18'	10'	5'	7.5'
119	18'	10'	5'	7.5'
120	18'	10'	5'	7.5'
121	18'	10'	5'	7.5'
122	18'	10'	5'	7.5'
123	18'	10'	5'	7.5'
124	18'	10'	5'	7.5'
125	18'	10'	5'	7.5'
126	18'	10'	5'	7.5'
128	18'	10'	5'	7.5'
129	18'	10'	5'	7.5'
130	18'	10'	5'	7.5'
131	18'	10'	5'	7.5'
132	18'	10'	5'	7.5'
133	18'	10'	5'	7.5'
134	18'	10'	5'	7.5'
135	18'	10'	5'	7.5'
136	18'	10'	5'	7.5'
137	18'	10'	5'	7.5'
138	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360039671 Date: 10/20/2023 Time: 8:58AM
Page 6 of 11 B: 4546 P: 467 By: ML

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
139	18'	10'	5'	7.5'
140	18'	10'	5'	7.5'
141	18'	10'	5'	7.5'
142	18'	10'	5'	7.5'
143	18'	10'	5'	7.5'
144	18'	10'	5'	7.5'
145	18'	10'	5'	7.5'
146	18'	10'	5'	7.5'
147	18'	10'	5'	7.5'
148	18'	10'	5'	7.5'
149	18'	10'	5'	7.5'
150	18'	10'	5'	7.5'
151	18'	10'	5'	7.5'
152	18'	10'	5'	7.5'
153	18'	10'	5'	7.5'
154	18'	10'	5'	7.5'
155	18'	10'	5'	7.5'
157	18'	10'	5'	7.5'
158	18'	10'	5'	7.5'
159	18'	10'	5'	7.5'
160	18'	10'	5'	7.5'
161	18'	10'	5'	7.5'
162	18'	10'	5'	7.5'
163	18'	10'	5'	7.5'
164	18'	10'	5'	7.5'
165	18'	10'	5'	7.5'
166	18'	10'	5'	7.5'
167	18'	10'	5'	7.5'
168	18'	10'	5'	7.5'
169	18'	10'	5'	7.5'
170	18'	10'	5'	7.5'
172	18'	10'	5'	7.5'
173	18'	10'	5'	7.5'
174	18'	10'	5'	7.5'
175	18'	10'	5'	7.5'
176	18'	10'	5'	7.5'
179	18'	10'	5'	7.5'
180	18'	10'	5'	7.5'
181	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360039671 Date: 10/20/2023 Time: 8:58AM
Page 7 of 11 B: 4546 P: 468 By: ML

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
182	18'	10'	5'	7.5'
183	18'	10'	5'	7.5'
184	18'	10'	5'	7.5'
187	18'	10'	5'	7.5'
188	18'	10'	5'	7.5'
189	18'	10'	5'	7.5'
190	18'	10'	5'	7.5'
191	18'	10'	5'	7.5'
192	18'	10'	5'	7.5'
194	18'	10'	5'	7.5'
195	18'	10'	5'	7.5'
197	18'	10'	5'	7.5'
198	18'	10'	5'	7.5'
199	18'	10'	5'	7.5'
200	18'	10'	5'	7.5'
201	18'	10'	5'	7.5'
202	18'	10'	5'	7.5'
205	18'	10'	5'	7.5'
206	18'	10'	5'	7.5'
207	18'	10'	5'	7.5'
208	18'	10'	5'	7.5'
209	18'	10'	5'	7.5'
210	18'	10'	5'	7.5'
213	18'	10'	5'	7.5'
214	18'	10'	5'	7.5'
215	18'	10'	5'	7.5'
216	18'	10'	5'	7.5'
217	18'	10'	5'	7.5'
218	18'	10'	5'	7.5'
219	18'	10'	5'	7.5'
222	18'	10'	5'	7.5'
223	18'	10'	5'	7.5'
224	18'	10'	5'	7.5'
225	18'	10'	5'	7.5'
226	18'	10'	5'	7.5'
227	18'	10'	5'	7.5'
228	18'	10'	5'	7.5'
231	18'	10'	5'	7.5'
232	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360039671 Date: 10/20/2023 Time: 8:58AM
Page 8 of 11 B: 4546 P: 469 By: ML

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
233	18'	10'	5'	7.5'
234	18'	10'	5'	7.5'
235	18'	10'	5'	7.5'
236	18'	10'	5'	7.5'
237	18'	10'	5'	7.5'
240	18'	10'	5'	7.5'
241	18'	10'	5'	7.5'
242	18'	10'	5'	7.5'
244	18'	10'	5'	7.5'
245	18'	10'	5'	7.5'
246	18'	10'	5'	7.5'
247	18'	10'	5'	7.5'
248	18'	10'	5'	7.5'
249	18'	10'	5'	7.5'
252	18'	10'	5'	7.5'
253	18'	10'	5'	7.5'
254	18'	10'	5'	7.5'
255	18'	10'	5'	7.5'
256	18'	10'	5'	7.5'
257	18'	10'	5'	7.5'
258	18'	10'	5'	7.5'
259	18'	10'	5'	7.5'
262	18'	10'	5'	7.5'
263	18'	10'	5'	7.5'
264	18'	10'	5'	7.5'
265	18'	10'	5'	7.5'
266	18'	10'	5'	7.5'
268	18'	10'	5'	7.5'
269	18'	10'	5'	7.5'
270	18'	10'	5'	7.5'
271	18'	10'	5'	7.5'
272	18'	10'	5'	7.5'
273	18'	10'	5'	7.5'
274	18'	10'	5'	7.5'
275	18'	10'	5'	7.5'
276	18'	10'	5'	7.5'
277	18'	10'	5'	7.5'
278	18'	10'	5'	7.5'
279	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360039671 Date: 10/20/2023 Time: 8:58AM
Page 9 of 11 B: 4546 P: 470 By: ML

Unit 2 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
280	18'	10'	5'	7.5'
281	18'	10'	5'	7.5'
283	18'	10'	5'	7.5'
284	18'	10'	5'	7.5'
285	18'	10'	5'	7.5'
286	18'	10'	5'	7.5'
287	18'	10'	5'	7.5'
288	18'	10'	5'	7.5'
289	18'	10'	5'	7.5'
291	18'	10'	5'	7.5'
292	18'	10'	5'	7.5'
293	18'	10'	5'	7.5'
294	18'	10'	5'	7.5'
295	18'	10'	5'	7.5'
296	18'	10'	5'	7.5'
297	18'	10'	5'	7.5'
298	18'	10'	5'	7.5'
299	18'	10'	5'	7.5'
300	18'	10'	5'	7.5'
303	18'	10'	5'	7.5'
304	18'	10'	5'	7.5'
305	18'	10'	5'	7.5'
306	18'	10'	5'	7.5'
307	18'	10'	5'	7.5'
310	18'	10'	5'	7.5'
311	18'	10'	5'	7.5'
312	18'	10'	5'	7.5'
313	18'	10'	5'	7.5'
314	18'	10'	5'	7.5'
315	18'	10'	5'	7.5'
316	18'	10'	5'	7.5'
317	18'	10'	5'	7.5'
318	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360039671 Date: 10/20/2023 Time: 8:58AM
Page 10 of 11 B: 4546 P: 471 By: ML

Unit 2 - Corner Home Sites					
Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
4	10'	10'	10'	5'	7.5'
5	19'	10'	10'	5'	7.5'
10	18'	10'	10'	5'	7.5'
15	18'	10'	10'	5'	7.5'
16	18'	10'	10'	5'	7.5'
28	18'	10'	10'	5'	7.5'
45	18'	10'	10'	5'	7.5'
52	18'	10'	10'	5'	7.5'
53	18'	10'	10'	5'	7.5'
61	18'	10'	10'	5'	7.5'
62	18'	10'	10'	5'	7.5'
71	18'	10'	10'	5'	7.5'
72	18'	10'	10'	5'	7.5'
82	18'	10'	10'	5'	7.5'
83	18'	10'	10'	5'	7.5'
94	20'	10'	10'	5'	7.5'
95	18'	10'	10'	5'	7.5'
105	18'	10'	10'	5'	7.5'
106	18'	15'	10'	5'	7.5'
117	18'	10'	10'	5'	7.5'
127	18'	10'	10'	5'	7.5'
156	18'	10'	10'	5'	7.5'
171	18'	10'	10'	5'	7.5'
177	18'	10'	10'	5'	7.5'
178	18'	10'	10'	5'	7.5'
185	18'	10'	10'	5'	7.5'
186	18'	10'	10'	5'	7.5'
193	18'	10'	10'	5'	7.5'
196	18'	10'	10'	5'	7.5'
203	18'	10'	10'	5'	7.5'
204	18'	10'	10'	5'	7.5'
211	18'	10'	10'	5'	7.5'
212	18'	10'	10'	5'	7.5'
220	18'	10'	10'	5'	7.5'
221	18'	10'	10'	5'	7.5'
229	18'	10'	10'	5'	7.5'
230	18'	10'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360039671 Date: 10/20/2023 Time: 8:58AM
Page 11 of 11 B: 4546 P: 472 By: ML

238	18'	10'	10'	5'	7.5'
239	18'	10'	10'	5'	7.5'
243	18'	10'	10'	5'	7.5'
250	18'	10'	10'	5'	7.5'
251	18'	10'	10'	5'	7.5'
260	18'	10'	10'	5'	7.5'
261	18'	10'	10'	5'	7.5'
267	18'	10'	10'	5'	7.5'
282	18'	10'	10'	5'	7.5'
290	18'	10'	10'	5'	7.5'
301	18'	10'	10'	5'	7.5'
302	18'	10'	10'	5'	7.5'
308	18'	10'	10'	5'	7.5'
309	18'	10'	10'	5'	7.5'
319	18'	10'	10'	5'	7.5'

Declaration of Covenants and Restrictions for Middleton Unit 3

256.50

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046501 Date: 12/12/2023 Time: 3:37PM
Page 1 of 30 B: 4572 P: 308 By: BO

THIS INSTRUMENT PREPARED BY/RETURN TO:
Jennifer Slone Tobin, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1600
Orlando, FL 32801

DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 3

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 3 (the "**Declaration**") is made on November 9, 2023, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company (The Villages Development Company, LLC, its successor and assigns, is hereinafter referred to as the "**Declarant**").

RECITALS

A. Declarant is the sole owner in fee simple of certain real property located in Sumter County, Florida, platted as Middleton Unit No. 3, as per plat thereof (the "**Plat**") recorded in Plat Book 21, at Pages 16 through 16A-O, Public Records of Sumter County, Florida (the "**Property**").

B. Declarant desires to provide for the preservation of values and maintenance of certain common facilities in the Property, and so desires to subject all of the Homesites and Homes (as each is hereinafter defined), and each part thereof (but not the tracts and other areas of the Property) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

1.1 "**Architectural Review Board**" or "**ARB**" shall mean the Declarant or its designee, as described in Section 7.1 hereof.

1.2 "**AR Guidelines**" shall mean the Architectural Review Manual for construction, operation and maintenance of Homes and Homesites within the Property, as adopted and amended by the Declarant from time to time.

1.3 "**CDD**" shall mean Middleton Community Development District A.

1.4 "**City**" shall mean the City of Wildwood, in the State of Florida.

1.5 "**Common Areas**" shall mean and refer to those areas of land within the Property which are intended to be used and enjoyed by all Owners of Homesites, which include without limitation, entry areas, entry gates, and sign islands; drainage retention areas; the Storm Water Management System; recreational areas, parks, postal facilities, and appurtenant parking areas; lands owned by or conveyed to the CDD per the Plat or otherwise; and all improvements now or hereafter constructed thereon, including, without limitation, walkways, paths, utilities, lighting systems, signage, structures, gates, access systems, recreational facilities, and landscaping; and together with all other improvements which are specifically described herein to be maintained by the CDD. All personal property and real property, including easements, licenses, leaseholds, or other real property interests, owned by the CDD or maintained by the CDD for the common use and enjoyment of the Owners or third parties, are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests, and persons occupying "*Homes*" on a guest or tenant basis, and third parties or other entities having a legal right to use the same, to the extent authorized by this Declaration.

1.6 "**County**" shall mean the County of Sumter, in the State of Florida.

1.7 "**Declarant**" shall mean and refer to The Villages Development Company, LLC, a Florida limited liability company.

1.8 "**Declaration**" shall mean and refer to this Declaration of Covenants and Restrictions for Middleton Unit No. 3 and any amendments and supplements thereto.

1.9 "**Development Agreement**" shall mean that certain The Villages of Southern Oaks Area B Chapter 163 Development Agreement, dated February 27, 2023, between The City of Wildwood, Florida, and The Villages Land Company, LLC, recorded in Official Records Book 4436, Page 101, Public Records of Sumter County, Florida, and as amended from time to time.

1.10 "**Front Yard**" shall mean the portion of each Homesite described by drawing a line through the centerpoint of any Home, which line runs parallel to the road or road right of way adjacent to the Homesite. The Front Yard shall be the portion of the Homesite on the side of the line so drawn lying nearest the road or road right-of-way. The Front Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the ARB shall be controlling and final.

1.11 "**Home**" shall mean and refer to a detached single-family residential unit constructed on a Homesite for which a certificate of occupancy has been issued by the applicable governmental authorities.

1.12 "**Homesite**" shall mean and refer to any plot of land shown upon the Plat and designated as a numbered Homesite, and shall also include any plot of land shown upon any plat and designated as a numbered Homesite on property which is subsequently made subject to the terms of this Declaration in accordance with the provisions of Section 3.2 hereof.

1.13 "**Initial Home**" shall mean the initial home constructed on a Homesite by the Declarant, the plans for which shall be maintained by the Declarant.

1.14 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "*Homesite*"; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.15 "**Plat**" shall mean and refer to the subdivision of Middleton Unit No. 3, as more particularly described in Recital A of this Declaration.

1.16 "**Property**" shall mean and refer to the property platted as Middleton Unit No. 3, as per the Plat, as well as any other real property subjected to the Declaration pursuant to Section 3.2 hereof.

1.17 "**Rear Yard**" shall mean the portion of each Homesite described by drawing a line through the center-point of any Home, which line runs parallel to the road or road right-of-way adjacent to the Homesite. The Rear Yard shall be the portion of the Homesite on the side of the line so drawn lying furthest from the road or road right-of-way. The Rear Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be the portion of the Homesite lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined herein the determination of the ARB shall be controlling and final.

1.18 "**Side Yard**" shall mean the portions of each Homesite described by drawing a line through the point of the Home which extends the furthest into the Front Yard, which line runs parallel to the road or road right-of-way adjacent to the Homesite, and by drawing a line through the point of the Home that extends the furthest into the Rear Yard, which lines runs parallel to the line previously described. The Side Yard shall be all portions of the Homesite, exclusive of the Home, lying between the two lines so described. In the case of any dispute as to the location of the Side Yard as defined herein, the determination of the ARB shall be controlling and final.

1.19 "**Storm Water Management System**" shall mean and refer to a system, temporary or permanent, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit,

treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted by SWFMD pursuant to the provisions of Chapters 62-330 of the Florida Administrative Code, as the same may be from time to time amended, supplemented, or replaced by other provisions of Florida law.

1.20 "**SWFMD**" shall mean the Southwest Florida Water Management District.

ARTICLE 2

USE RESTRICTIONS

2.1 **Use Restrictions**. The use restrictions contained in this Article shall apply uniformly to all Homesites and Homes on the Property except that, unless specifically set forth herein to the contrary, they shall not apply to the activities of the Declarant or the CDD within the Common Areas or easements, including construction of improvements by the Declarant or the CDD other than Homes.

2.2 **Residential Use Only**. No Homesite or Home shall be used for any purpose except for residential use. No commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite. No building shall be erected, altered, placed or permitted to remain on any Homesite other than Homes designated for residential use, with attached or detached private garages. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Homes as models or offices. No mobile homes shall be permitted on the Property.

2.3 **Development Standards**.

2.3.1 Square Footage. Homes shall always contain at least the square footage of living area contained in the Initial Home constructed on the Homesite by the Declarant. Living area includes only areas that are heated and cooled but expressly excludes garages, open porches, decks, and atriums, whether or not heated and cooled.

2.3.2 Roof Pitch. The minimum roof pitch for the main portion of the Home (excluding covered porches and decorative elements) shall be 4:12, or such greater steepness as was built for the Initial Home constructed on the Homesite by the Declarant.

2.3.3 Construction Type. Homes shall be conventionally built Homes. The Declarant shall construct the Initial Home on each Homesite.

2.3.4 Easements. No building or other vertical improvements shall be made within the easements created in favor of Declarant under this Declaration or in the Plat without the prior written approval of Declarant.

2.3.5 Setbacks. Each Homesite and the Home constructed thereon (and any reconstruction, repair, addition or other vertical improvement) shall comply, in addition to all other requirements herein, with the setback requirements specified on **Exhibit A** attached hereto and made a part hereof.

2.4 **Subdivision - Multi Units**. Only one Home may be erected on each Homesite. No Homesite may be subdivided.

2.5 **No Temporary or Accessory Structures**. Except as set forth in Section 2.9 with respect to detached garages, no portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Homesite for storage or otherwise; provided, however that this prohibition shall not apply to: (a) shelters used by the Declarant or a licensed contractor during the construction of any Home; or (b) pergolas covering walkways on the Homesite, which match the general aesthetic of the Home if approved by the ARB.

2.6 **Livestock and Animal Restrictions**. No animal shall be kept or maintained on any Homesite (including but not limited to in the Home) except conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Homesites. Without limiting the foregoing, horses, cattle, pigs, and chickens are not allowed. The Declarant shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Homesites. Such permitted animals shall be kept on the Owner's Homesite and shall not be allowed off the premises of the Owner's Homesite except under restraint and in the company of the Owner, a member of the Owner's family, or servant. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

2.7 **Restriction on Activity**. No noxious or offensive activity shall be conducted or permitted to exist upon any Homesite or in any Home, nor shall anything be done or permitted to exist on any Homesite or in any Home that may be or may become an annoyance or private or public nuisance. No Homesite, driveway, or Common Area shall be used for purposes of vehicle repair or maintenance. This restriction shall not apply to activities conducted by the Declarant in the construction, sale or maintenance of improvements upon the Property.

2.8 **Restrictions on Walls and Fences; Hedges**. No wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Homesite; provided however, fences or walls located in the Rear Yard and Side Yard shall be permitted only if (a) the design and materials are consistent with the then-applicable AR Guidelines, and (b) the Owner receives prior written approval of the ARB as to the specific location of the fence(s) or walls. No wall or fence may be painted or altered in appearance after installation, unless the foregoing criteria are met prior to such painting or alteration. All walls and fences must be maintained and repaired in good condition, and all hedges must be neatly trimmed.

2.9 **Garages**. Each Home shall have either an attached or detached garage. No Owner may change the nature of the garage (i.e. attached or detached) from that installed as a part of the Initial Home (whether in connection with a remodel, repair or a rebuild). Garages must be maintained operational for the storage of automobiles, boats, and other motor vehicles. Garage doors shall be predominantly opaque and remain closed except when in actual use to allow ingress and egress into the garage, and any change in garage door from that installed for the Initial Home must be consistent in design with the aesthetics of the Home and the surrounding neighborhood. The addition of carports that are of a design, material and appearance uniform with that of the Initial Home may be permitted if consistent with the then-applicable AR Guidelines and if the Owner receives prior written approval of the ARB as to the location, design and aesthetic of the carport.

2.10 **Insect Control; Fire Control; Trash Removal**. In order to implement effective insect, reptile, rodent, and fire control, the Declarant and its agents shall have the right, but not the duty, to enter upon any Homesite, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Declarant and its agents may enter upon such land to remove any trash which has collected on such Homesite or Home without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Homesite nor to provide garbage or trash removal services. Any and all costs incurred by the Declarant in exercising its rights under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.11 **Clothes Lines**. No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Homesite.

2.12 **Exterior Antennas, etc**. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Homesite or Home thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Homes only if such dishes are mounted to those portions of the Home directly facing the Side Yard or the Rear Yard of the Homesite.

2.13 **Exterior Paint**. The only color paints that may be used on the exterior of any Home are (a) the same palette of exterior paint (i.e. dominant and accent colors) used on the Initial Home in the same location as used on the Initial Home; or (b) any other palette of exterior paints as contained at the time of repainting in the then-applicable AR Guidelines, with the applicable colors of the palette being applied to the designated portion of the Home (i.e. main Home vs. trim) as provided in the AR Guidelines, provided, however, that at the time of repainting, neither Home immediately adjacent to the Home being painted is painted with that same color palette.

2.14 **Signs**. No sign (whether commercial, political, personal, "for sale", "for rent" or otherwise) shall be erected or maintained on any Homesite or Home within public view except as may be required by legal proceedings. Such prohibition shall apply to commercial real estate signs advertising a particular Homesite or Home for sale or for rent. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Homesite or Home.

2.15 **Exterior Maintenance**. Each individual Owner shall have the responsibility to maintain the exterior of their respective Home in good condition. In addition to the foregoing, the Declarant shall have the right, but not the duty, to provide maintenance to any exterior areas visible from the roads or adjacent Homesites, including repairs to walls and roofs, painting, landscaping, and lawn maintenance. The Declarant shall have the right (but not the obligation) to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Home to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Declarant in performing repairs and maintenance under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.16 **Allowable Trim and Decoration**. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, without the prior written consent of the Declarant, and the Declarant shall only grant approval therefor if such improvements are consistent in design and color of the applicable Home, and consistent with the then-applicable AR Guidelines. All other outside decorations and ornaments, whether affixed to the Home or placed elsewhere on the Homesite, are prohibited. This restriction shall not apply to holiday decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, nor shall apply to any holiday decorations from the period commencing on Thanksgiving and extending until January 10th of the following year. Notwithstanding the foregoing, the Declarant may prohibit or restrict decorations which it determines, in its sole discretion, create a hardship on, or nuisance to, neighboring property, or otherwise interferes with the quiet and peaceful

enjoyment by any other Owner of that Owner's Homesite. This restriction shall also not apply to a single flag pole which may not, however, extend higher than 22'.

2.17 **Window Tinting**. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the Declarant.

2.18 **Unit Air Conditioners**. No air conditioning units may be mounted to windows or walls unless the location, method of installation and appearance has been approved in writing by the Declarant. It is the intention of this provision to authorize the Declarant to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds; provided, however, that the Declarant shall not unreasonably withhold its approval of split systems which are compliant with the then-applicable AR Guidelines. All other air conditioning units shall be located in the Rear Yard or Side Yard and shall be effectively screened by plant matter or opaque fencing as required by the then-applicable AR Guidelines.

2.19 **Interior Maintenance**. Each individual Owner shall have the responsibility to maintain the interior of their respective Home in such fashion so as not to create a health or safety hazard to adjoining Homes or to create a nuisance.

2.20 **Vehicles**. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle or an Owner's vehicle used for their occupation, shall be parked or maintained on any Homesite or public right-of-way, except in an enclosed garage. No private passenger vehicle or Owner's occupational vehicle containing hazardous materials, fuel for other vehicles, noxious or offensive materials shall be parked or maintained on any Homesite or public right-of-way. No private passenger vehicle or Owner's occupational vehicle in excess of 1 ton size shall be parked or maintained on any Homesite or public right-of-way.

2.21 **Construction on Homesites**.

2.21.1 All construction on any Home shall be completed within twelve (12) months from the issuance of the building permit for that Home; provided, however that such restriction shall not apply to the construction of the Initial Home. If any construction on a Homesite, once commenced is discontinued for a period of at least sixty (60) consecutive days, the ARB and/or the Declarant shall have the right, in addition to any other rights and remedies hereunder, to require the Owner to raze (or repair any unsightliness caused by) all partially completed improvements on the Homesite, remove all debris and rubble, fill in all foundations, and/or return the Homesite to grade and landscape the entire Homesite with sod per the provisions of Section 2.23 hereof (to be maintained per Section 2.15 hereof), within thirty (30) days following written notice from the ARB or the Declarant.

2.21.2 All construction on any Homesite (including any remodeling or rebuild following a casualty) shall be: (a) subject to the provisions of Article 7 hereof, including the plan review provisions thereof; (b) subject to any approval rights of Declarant contained herein; and (c)

at that Homesite Owner's risk. Homesite Owner shall be responsible for any damage to Common Areas, other Homesites, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Homesite. Repairs of construction damage must be made by the Owner within thirty (30) days.

2.21.3 If the Owner fails to timely take the actions required under Sections 2.21.1 or 2.21.2 hereof, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite or upon the exterior of any Home for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section (whether on the Owner's Homesite, any other Homesite, any Common Areas, utilities, public rights-of-way, sidewalks or curbing) shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.22 **Recreational Equipment**. All recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard. Any other recreational equipment shall be kept within the Home except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Home.

2.23 **Grassed Areas and Yards**. All sodded areas on a Homesite shall be serviced by an in-ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Homesite in a neat, clean, orderly and healthy condition. Each Owner shall also maintain all sodded areas between the Owner's Homesite and the pavement of any adjacent paved street. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All areas of the yard that are not landscaped must be sodded. All grass shall be of a type approved for use in the then-applicable AR Guidelines. Sodded areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. Owners may expand the size of, and create additional landscaped areas only upon prior written consent of the Declarant. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Home, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Home. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Homesite including any easements located on or adjacent thereto, including front, side, and rear road and utility easements. Owners are encouraged to and may add and replace landscape that is more

water-conservative and draught-tolerant than provided with the Initial Home, however, any such alterations visible from roadways or Common Areas must receive the prior written approval of the ARB, which shall require, at a minimum, that the aesthetics of such landscaping be compatible with the Home and the surrounding neighborhood.

2.23.1 **Vacant Homesites**. The grassy areas of any vacant Homesites shall be kept regularly mowed and trimmed, and all areas of vacant Homesites shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. If the Owner fails to maintain a vacant Homesite as so required, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.24 **Pools; Spas**. No above-ground pools are permitted within the Property. Above ground spas are permitted within the Property. All spas and in-ground pools shall include a paved patio extending from the Home and completely surrounding the pool and spa and shall be located in the Rear Yard. All pool and spa enclosures, including screening, must be approved by the Declarant.

2.25 **Compliance With Development Agreement**. No Homesite or Home may, at any time, be used in a way contrary to, or which would create a violation of any terms contained in the Development Agreement, as amended from time to time.

2.26 **Storage**. No items may be stored on a Homesite outside a Home or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, and equipment shall be stored by an Owner out of view, except when in use. If the Owner fails to comply with the foregoing requirements, the Declarant shall have the right (but not the obligation) to enter upon any Homesite for the purpose of removing any such unpermitted items, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.27 **Household Garbage and Yard Trash**. The Declarant will designate a solid waste hauler to service the Property and each Home must use and pay for garbage services provided by the solid waste hauler selected by the Declarant. Charges for trash service shall commence on the date the Owner purchase its Homesite and Home, and that the fees for such service is payable on a year-round basis, regardless of use or occupancy. No Homesite Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Homesite, except for the removal of lawn waste by a tree removal or landscaping service. No Homesite or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in the garage. On those days and only on those days when garbage pickup or trash pickup are made at the Homesite, the Owners shall place their garbage on their Homesite and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. Declarant and/or the solid waste hauler shall have the right to require that trash and garbage be put in receptacles for pickup, which receptacles shall be kept in the garage or at the rear of the Home out of sight from the street within an approved fenced or walled area. At any time that receptacles are required: (a) all receptacles will be removed from the curbside no later than sundown of the day of pickup, (b) all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle, and (c) in no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Home, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this Section, on a Homesite or on the Properties during construction of improvements to the Properties or construction of a Home. In the event any applicable garbage franchisee institutes a recycling program, Declarant reserves the right to require all Owners to participate in such program.

2.28 **Containers and Fuel Tanks**. All garbage and trash containers, bottled gas tanks, water softeners, and other similar tanks and containers shall be located in the garage or, subject to approval of the ARB, in the Rear Yard or a Side Yard adjacent to the Home (but in no event within any easements on the Homesite). Any such garbage or trash containers, bottled gas tanks, water softeners, and other similar containers located in the Rear Yard or Side Yard shall be located adjacent to the Home and, except for portable gas tanks typically used in connection with a propane grill, shall be installed underground or within an area screened by a wall, hedge, landscaping or fence which is not visible from any street or adjoining property.

2.29 **Gardens and Prohibited Plants**. Vegetable gardens may be grown only in the Rear Yard.

2.30 **Lighting**. All exterior lighting on any Homesite or Home must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Homesite upon which the lighting is erected. The Declarant shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the CDD, or any governmental entity.

2.31 **Driveways**. All driveways shall be constructed of concrete, and shall extend from the pavement of a street adjacent to the Homesite to the garage constructed on the Homesite. Driveways may be painted and designed with stamped concrete or pavers, provided that the design of the painting, stamped concrete, and pavers shall be harmonious with the design and color of the Home, and no murals, depictions, sayings, or other non-geometric designs shall be permitted. The Declarant shall have final discretion to determine whether driveway improvements are in compliance with this Section, and any Owner, prior to making any such improvements or changes to the driveway installed with the Initial Home, shall first obtain the written approval of the Declarant. No Owner or other person shall extend any street or road, or create any street or road upon its Homesite, and no Homesite may be used as ingress and egress to any other property.

2.32 **Mail boxes**. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner. All mail will be delivered to key-accessed mailbox installations in locations designated by the Declarant and approved by the United States postal service.

2.33 **Leases**. Leasing of all or any portion of a Home is restricted to residential uses for a minimum period of six (6) months. All leases shall be in writing, shall specify such residential restriction and shall provide that the Declarant shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. A copy of any such lease shall be delivered to the Declarant upon request. Each lease shall contain the following provision:

> "The lessee hereby acknowledges that this lease is subject to the *Declaration of Covenants and Restrictions for Middleton Unit No. 3*, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys fees."

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest, or licensee of a Home occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than six (6) months. The Declarant shall have the right to collect attorneys' fees against any occupant or tenant and the owner of the Home in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this Section.

2.34 **Water and Sewer Systems**. Each Homesite will be serviced by a central water and sewer system. Septic systems, and private potable water or irrigation wells are prohibited.

2.35 **Water Management District Compliance**. Declarant shall, in constructing each Initial Home, comply with the construction plans for the Surface Water Management System approved and on file with SWFWMD. No Owner of property within the Property may construct

or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and Plat, unless prior approval is received from SWFWMD, and if applicable, any other appropriate governmental agency having jurisdiction. Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the Surface Water Management System approved and on file with SWFWMD and if such maintenance of designated flow paths is not properly undertaken by Owner, then the Declarant (and/or the CDD) shall have the right, but not the obligation enter onto the Homesite and reconstruct the intended flow pattern, with any such entry by the Declarant not being deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant or the CDD will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant or the CDD in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.36 **Intentionally Omitted**.

2.37 **Restrictions on Use of Common Areas; Water Features**. Common Areas shall only be used for the purposes for which they are intended (i.e., parking areas for parking, playgrounds for playing, retention areas for water retention and fishing, etc.). The Declarant may promulgate reasonable rules and regulations governing use of the Common Areas from time to time, and the same shall be binding upon Owners. Notwithstanding the foregoing however, Owners acknowledge that the lakes, ponds, basins, retention and detention areas, marsh areas or other water-related areas within or outside of the Property ("**Water Features**") are designed to detain, or retain, stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, such Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within any particular Water Feature at any given time is also subject to fluctuation due to droughts, floods, excessive rain and/or distribution due to irrigation activities. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level. Rules regarding access and use of the Water Features (i.e. fishing, boating, kayaking, etc.) shall be promulgated and enforced by the CDD, and each Owner, by acceptance of its Home and Homesite, acknowledges that it has no guaranty of a right to access or use any such Water Feature.

2.38 **Sounds**. All sounds emanating from a Home (whether from televisions, radios, computers, musical instruments, human voices, or otherwise) must be kept to a moderate level from 10:00 PM to one (1) hour before daylight.

2.39 **Solicitation**. Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Property.

2.40 **Rules and Regulations**. The Declarant reserves the right to establish such other reasonable rules and regulations governing the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of the Property, all of which will apply equally to the Owners. The rules and regulations may be contained in the AR Guidelines, or will become effective five (5) days following written notice to the Owners.

ARTICLE 3

PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATIONS; PROPERTY RIGHTS

3.1 **The Property**. The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

3.2 **Annexation**. Additional land adjacent to the Property may be annexed to the Property by the Declarant without the consent of the Owners, provided the annexation does not change the general nature or character of the subdivision. Upon annexation of said additional land, the Owners of Homesites within the land so annexed for all intents and purposes shall be deemed subject to the provisions of this Declaration, with the right to use the Common Areas identified herein, or identified within the supplemental declaration referred to hereafter. The Owners of the Homesites shall be subject to this Declaration and the rules and regulations contemplated hereby in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners, except as may be specifically set forth in such supplemental declaration. When land is annexed, the Declarant shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed.

3.3 **Owner's Easements of Enjoyment**. Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Homesite subject to the following provisions:

3.3.1 any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, Plat or other conveyance or agreement creating the right of the Declarant in and to that portion of the Common Areas, or creating the right of third parties in and to that portion of the Common Areas; and

3.3.2 the right of the Declarant to dedicate or transfer all or any part of the Common Areas to the CDD, or any other any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Declarant.

3.4 **Easement for Access and Drainage**. The CDD shall have a perpetual non-exclusive easement over all areas of the Storm Water Management System for access to operate,

maintain or repair the system. By this easement the CDD shall have the right to enter upon any portion of any Homesite which is a part of the Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Storm Water Management System as required by the Southwest Florida Water Management District permit. Additionally, the CDD and the Declarant shall have a perpetual non-exclusive easement for drainage over the entire Storm Water Management System. No person shall alter the drainage flow of the Storm Water Management System, including buffer areas or swales, without the prior written approval of SWFWMD.

3.5 **Delegation of Use**. Any Owner shall delegate such Owner's right of enjoyment to the Common Areas and facilities to any tenant of the Home at the time of entering into a lease of the Home and Homesite (which lease shall be entered into in accordance with the terms of this Declaration). During any period in which Owner has so delegated such Owner's right of enjoyment, the Owner shall not have the right to exercise such right of enjoyment, it being the intent that only the current occupant of the Home and such occupant's guests shall have the foregoing right of enjoyment.

3.6 **Construction and Sales**. There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Homesites), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Homesites within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Homesites.

3.7 **Common Area Utility Easements**. To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant as such Owner's agent and attorneys-in-fact with full power in such Owner's name, place and stead, to execute instruments creating, granting or modifying utility easements over the Common Areas; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

3.8 **Easements Over Homesites**. Easements and rights of way are hereby (a) reserved by Declarant for the construction, installation, and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cable, telephone, irrigation lines and other utilities, together with rights of ingress and egress necessary for the full utilization thereof, (b) intentionally omitted, and (c) reserved by Declarant for landscaping. Such easements and rights of way are hereby reserved and granted over: (i) a seven and one-half (7 ½) foot width along the Rear Yard Homesite lines, (ii) a ten (10) feet width along the Front Yard Homesite lines, and (iii) a five (5) feet width along the Side Yard Homesite lines. All such utilities and facilities in the easement along the Front Yard Homesite line shall be flush with, or below grade; provided however, the foregoing restriction shall not prohibit above grade utilities and facilities in those areas of the Front

Yard easement that are also burdened by the Side Yard easement created in this Section 3.8. The Declarant shall have the right, in its sole discretion, to reduce the size of the easements granted in this Section 3.8 for any particular Homesite. Utility providers utilizing such easements covenant, as a condition to the right to use such easement, not to interfere with or disturb any equipment install within the easement area and to repair the grading and landscaping disturbed in connection with any utilization of said easement. In addition to the foregoing reservations, each Owner acknowledges that: (i) it shall maintain any landscaping and buffer yards installed in any special easement designated on the Plat; and (ii) allow Declarant to enter onto the Homesite for the purpose of installing any utilities, landscaping or buffer yard on such special easement, which shall not be deemed a trespass.

3.9 **Easements Reserved to Declarant**. The Declarant hereby reserves unto itself, the right to grant easements over, upon, under and across all Common Areas, including, but not limited to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

ARTICLE 4

CDD

4.1 **Generally**. The CDD shall have such authority and perform those services consistent with Chapter 190 of the Florida Statutes with respect to the Property. Services shall include, but not be limited to the following:

4.1.1 Maintenance and repair of tracts conveyed to the CDD (whether by the Plat or otherwise), together with all improvements located thereon;

4.1.2 Maintenance and repair of areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public;

4.1.3 Pay for the cost of water and sewer provided by the applicable utility company serving the Property, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public (to the extent such costs are not paid directly by Owners);

4.1.4 Maintenance and repair of the Storm Water Management System, including drainage easements and drain pipes not maintained by other utility providers, or the City of Wildwood; and

4.1.5 Maintenance and repair of the landscaping and irrigation on islands and cul-de-sacs located within the roadways, if any.

4.2 **Fees**. Each Owner, by acceptance of the deed to their Homesite, acknowledges and agrees that the CDD shall have the right to impose fees on such Homesite and Owner for the provision of amenities or other services, and that such fees may be in addition to any sums payable or due hereunder.

4.3 **Delegation**. The Declarant shall have the right to delegate its rights and obligations hereunder to the CDD (which shall be in addition, if applicable, to the services specified in Section 4.1), and which shall include the right to enforce, on Declarant's behalf, the provisions of Article 2 hereof.

ARTICLE 5

LIENS

5.1 **Liens**. All sums charged against any Owner, Home or Homesite by Declarant or its designee (including, but not limited to the CDD) with respect to the matters set forth herein, together with court costs, reasonable attorneys' fees, late charges and interest (at the statutory rate) shall be secured by an equitable charge and continuing lien on such Homesite. Such lien shall be superior to all other liens and encumbrances on such Parcel from and after the date of recording of a claim of lien in the public records by the Declarant or its designee. Declarant shall have the power and authority, in its sole judgment and discretion, to release the lien or to subordinate it to any other lien. The Declarant shall have the right to take any action it may determine to collect the sums evidenced by any such lien or institute an action to foreclose said lien. The costs of collecting any such lien (including attorneys fees and costs) shall be included in such lien.

ARTICLE 6

DEFAULTS

6.1 **Defaults**. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees of any of the provisions of this Declaration or the AR Guidelines, the Declarant shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable

of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Declarant, or if any similar violation is thereafter repeated, the Declarant may, at its option take any one or all of the following actions:

6.1.1 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

6.1.2 Commence an action to recover damages; and

6.1.3 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Declarant as provided herein, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Declarant in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Declarant in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be charged against the applicable Owner, shall be a lien on the Homesite, and shall be due upon written demand by the Declarant.

6.2 **Negligence**. An Owner shall be liable and may be charged by the Declarant for the expense of any maintenance, repairs or replacement rendered necessary by such Owner's act, neglect or carelessness.

6.3 **Responsibility of an Owner for Occupants, Tenants, Guests and Invitees**. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Home, and for all employees, tenants, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Declarant, the Owner shall be charged for same, which shall be a lien against such Owner's Homesite in accordance with the terms hereof. Furthermore, any violation of any of the provisions of this Declaration or the rules and regulations promulgated hereunder by any resident of any Home, or any guest or invitee of an Owner or of any resident of a Home shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

6.4 **Right of Declarant to Evict Tenants, Occupants, Guests, and Invitees**. With respect to any tenant or any person present in any Home or any portion of the Property, other than an Owner and the members of his or her immediate family permanently residing with him or her in the Home, if such person shall materially violate any provision of this Declaration or the rules and regulations promulgated hereunder, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Declarant or the CDD, then upon written

notice by the Declarant such person shall be required to immediately leave the Property and if such person does not do so, the Declarant is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be charged to the applicable Owner payable within thirty (30) days of demand, and the Declarant may collect such sums and have a lien against the Home and the Owner for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Declarant.

6.5 **No Waiver**. The failure of the Declarant to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant to enforce such right, provision, covenant, or condition in the future.

6.6 **Rights Cumulative**. All rights, remedies and privileges granted to the Declarant pursuant to any terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Declarant thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

6.7 **Enforcement By or Against other Persons**. In addition to the foregoing, this Declaration may be enforced by Declarant (or its designee, which may include, but is not limited to the CDD), by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

6.8 **Delegation**. The Declarant shall have the right to delegate to the CDD its right to pursue the remedies and rights in this Article 6 as provided in Article 6 hereof, provided, however, that such delegation shall not limit the rights of Declarant hereunder.

ARTICLE 7

ARCHITECTURAL REVIEW

7.1 **Composition of Architectural Review Board**. The Declarant, acting in its own name or Declarant's appointed agent, shall constitute the Architectural Review Board (referred to herein as "**ARB**"). At such time as Declarant in its sole and absolute discretion shall determine, Declarant may, in lieu of continuing to serve as the ARB, transfer the authority to serve in that

capacity to the CDD. The Declarant and/or the CDD, as applicable, may designate an agent or agent(s) from time to time to serve as the ARB.

7.2 **Matters Subject to Review**. After the Initial Home has been constructed and except for: (a) matters expressly reserved to the Declarant pursuant to the provisions of this Declaration and/or (b) matters which are expressly permitted in this Declaration without ARB review, no reconstruction, additions, alterations or modifications to the Home, or in the locations or utility connections of the Home, nor any buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without, in each instance, the prior written consent of the ARB; provided however that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article 7. Nothing contained herein shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure.

7.3 **Submission of Plans**. Prior to the initiation of construction upon any Homesite subject to the review of the ARB pursuant to Section 7.2, the Owner thereof shall first submit to the ARB any information deemed reasonably necessary by the ARB for the performance of its function. Such information may or may not include a complete set of plans and specifications for the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, and specifications of materials and exterior colors. As a precondition of approval of any plans and specifications or other materials submitted to it, the ARB may assess a reasonable fee, including a fee for initial review and approval and for inspections of construction to assure compliance with the approved plans and specifications and other materials.

7.4 **Plan Review**. Upon receipt by the ARB of all of the information required by this Article 7 for any matter requiring ARB review pursuant to this Declaration, the ARB shall have thirty (30) days in which to review said information. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; (iv) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit, (v) confirming that the improvements comply with the then-applicable AR Guidelines (or should be granted an exemption therefrom), and (vi) confirming that the proposed work complies with the construction plans for the Surface Water Management System approved and on file with SWFWMD. In the event that the ARB fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

7.5 **Contingent Approval**. In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans.

7.6 **Maintenance**. All buildings, fences, walls, outbuildings, landscaping, or other structures or improvements approved by the ARB shall be maintained in accordance with the Plans submitted to the ARB, and in good condition as determined by the ARB, all consistent with the requirements of Article 2 hereof. Without limiting the foregoing, all landscaping shall be maintained in a healthy condition. Any failure to maintain any such buildings, fence, wall, outbuilding, landscaping, or other structures or improvements in accordance with the approval obtained from the ARB, and in reasonable condition as determined by the ARB, shall constitute a default hereunder, entitling the Declarant to pursue the remedies set forth therein, together with such other remedies are available at law or in equity.

7.7 **Non-Conforming Structures**. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARB. The Declarant may maintain an action at law or in equity for the removal or correction of the nonconforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

7.8 **Immunity of ARB Members**. No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Declarant shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice. Any approval given by the ARB, whether written, spoken, or implied, shall not constitute or imply compliance with this Declaration or any governmental regulations.

7.9 **Address for Notice**. Requests for approval or correspondence with the ARB shall be in writing and mailed or delivered to the principal office of the Declarant at that address, through an online process as may be established from time to time by Declarant, or such other address as may be designated from time to time by the Declarant. No correspondence or request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

7.10 **Variances**. The ARB may authorize variances in compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require and the other requirements of this Article 7 are met. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for

any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements and requirements imposed by any governmental or municipal authority.

7.11 **Attorneys Fees and Costs**. For all purposes necessary to enforce or construe this Article, the ARB and the Declarant, shall be entitled to collect reasonable attorneys fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the Declarant within fifteen (15) days of Declarant providing to Owner a written notice thereof, the Declarant may place a lien on such Owner's Homesite in the amount of said fees, costs, and expenses against such Owner which lien shall constitute a lien on the Owner's Homesite pursuant to Section 5.1 and shall be collectible as set forth in this Declaration.

ARTICLE 8
COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

8.1 **No Partition**. Recognizing that the full use and enjoyment of any Homesite is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Homesites, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as set forth in Section 3.5 hereof, or otherwise as an appurtenance to and in the same transaction with, a transfer of title to a Homesite. Any conveyance or transfer of a Homesite shall include the right to use and enjoyment of the Common Areas appurtenant to such Homesite subject to reasonable rules and regulations promulgated by the Declarant for such use and employment, whether or not such rights shall have been described or referred to in the deed by which said Homesite is conveyed.

ARTICLE 9

AMENDMENTS TO DECLARATION

9.1 **General Amendments**. This Declaration may be amended by Declarant, without the consent of any other Owner, at any time that Declarant is an Owner, and after such time, then this Declaration may be amended by the affirmative vote or written consent of the Owners owning not less than two-thirds (2/3) of the Homesites. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant (even after such time as Declarant no longer

is an Owner) without the prior written consent of the Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

9.2 **Additional Requirements for Amendments**. Any amendment to this Declaration which alters the Storm Water Management System, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of SWFWMD, notwithstanding any other provisions contained herein.

ARTICLE 10

STORM WATER MANAGEMENT SYSTEM

10.1 **Responsibility for Surface Water or Storm Water Management System**. Except for the obligations of Owners set forth in Section 2.35 hereof, the CDD shall be responsible for the maintenance, operation and repair of the Storm Water Management System. Maintenance of the Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by SWFWMD. The CDD, its successors and assigns, shall be responsible for such maintenance and operation (other than to the extent any other governmental body assumes responsibility for such maintenance and operation). Any repair or reconstruction of the Storm Water Management System shall be as permitted, or as modified, or as approved by SWFWMD.

10.2 **Enforcement**. SWFWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

ARTICLE 11

GENERAL PROVISIONS

11.1 **Parties Who May Seek Enforcement**. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, or any rules and regulations of the Declarant promulgated hereunder, it shall be lawful for Declarant and any Owner (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions or (b) to maintain proceedings in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all such violations or attempted violations or seeking any other legal or equitable relief available. Should any such party be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the

Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of sums due, including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof. Notwithstanding the foregoing, SWFWMD shall have the right to enforce, by proceeding in law or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

11.2 **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.3 **Duration**. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Owners and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Homesites. Any revocation must be recorded.

11.4 **Transfer of Assets to Local Government**. The Declarant and/or the CDD may transfer Common Areas to any local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Declarant property to standards and conditions required by the local government.

11.5 **Litigation**. In any litigation arising out of, or relating to, this Declaration, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

11.6 **Development Agreement**. Each Owner, by acceptance of a deed to a Homesite, hereby automatically agrees that its Home, Homesite, all improvements and activities thereon and use thereof shall be subject to the Development Agreement, as it may be amended from time to time. Each Owner further acknowledges and agrees that Declarant, and its affiliates and assigns reserve the right to unilaterally amend the Development Agreement, including but not limited to, the right to add or incorporate additional lands and subdivisions to the property subject to the Development Agreement without the joinder of any Owner whatsoever, and each Owner waives any objection to such amendments of the Development Agreement.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046501 Date: 12/12/2023 Time: 3:37PM
Page 25 of 30 B: 4572 P: 332 By: BO

DATED this 16th day of November, 2023.

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

THE VILLAGES DEVELOPMENT COMPANY LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me ☑ in person OR □ via online notarization this 16th day of November, 2023, by Martin L. Dzuro, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Print Name: Zoey Devine
Serial/Commission Number: _____
Commission Expires: _____

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046501 Date: 12/12/2023 Time: 3:37PM
Page 26 of 30 B: 4572 P: 333 By: BO

Middleton Unit 3 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
1	10'	10'	5'	7.5'
2	10'	10'	5'	7.5'
3	10'	10'	5'	7.5'
4	10'	10'	5'	7.5'
5	10'	10'	5'	7.5'
6	10'	10'	5'	7.5'
7	10'	10'	5'	7.5'
8	10'	10'	5'	7.5'
9	10'	10'	5'	7.5'
10	10'	10'	5'	7.5'
11	10'	10'	5'	7.5'
12	10'	10'	5'	7.5'
13	10'	10'	5'	7.5'
14	10'	10'	5'	7.5'
15	10'	10'	5'	7.5'
16	10'	10'	5'	7.5'
17	10'	10'	5'	7.5'
18	18'	10'	5'	7.5'
19	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
21	18'	10'	5'	7.5'
23	10'	10'	5'	7.5'
24	10'	10'	5'	7.5'
25	10'	10'	5'	7.5'
26	10'	10'	5'	7.5'
27	10'	10'	5'	7.5'
28	10'	10'	5'	7.5'
29	10'	10'	5'	7.5'
30	10'	10'	5'	7.5'
31	10'	10'	5'	7.5'
32	10'	10'	5'	7.5'
33	10'	10'	5'	7.5'
34	10'	10'	5'	7.5'
35	10'	10'	5'	7.5'
36	10'	10'	5'	7.5'
37	10'	10'	5'	7.5'
38	10'	10'	5'	7.5'
39	10'	10'	5'	7.5'
40	10'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046501 Date: 12/12/2023 Time: 3:37PM
Page 27 of 30 B: 4572 P: 334 By: BO

Middleton Unit 3 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
41	10'	10'	5'	7.5'
42	10'	10'	5'	7.5'
43	10'	10'	5'	7.5'
44	10'	10'	5'	7.5'
45	10'	10'	5'	7.5'
46	10'	10'	5'	7.5'
47	10'	10'	5'	7.5'
48	10'	10'	5'	7.5'
49	10'	10'	5'	7.5'
51	18'	10'	5'	7.5'
52	18'	10'	5'	7.5'
53	18'	10'	5'	7.5'
54	18'	10'	5'	7.5'
55	18'	10'	5'	7.5'
56	18'	10'	5'	7.5'
57	18'	10'	5'	7.5'
58	18'	10'	5'	7.5'
59	18'	10'	5'	7.5'
60	18'	10'	5'	7.5'
61	18'	10'	5'	7.5'
62	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
64	18'	10'	5'	7.5'
66	18'	10'	5'	7.5'
67	18'	10'	5'	7.5'
68	18'	10'	5'	7.5'
69	18'	10'	5'	7.5'
70	18'	10'	5'	7.5'
71	18'	10'	5'	7.5'
72	18'	10'	5'	7.5'
73	18'	10'	5'	7.5'
76	10'	10'	5'	7.5'
77	10'	10'	5'	7.5'
78	10'	10'	5'	7.5'
79	10'	10'	5'	7.5'
80	10'	10'	5'	7.5'
81	10'	10'	5'	7.5'
82	10'	10'	5'	7.5'
83	10'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046501 Date: 12/12/2023 Time: 3:37PM
Page 28 of 30 B: 4572 P: 335 By: BO

Middleton Unit 3 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
86	18'	10'	5'	7.5'
87	18'	10'	5'	7.5'
88	18'	10'	5'	7.5'
89	18'	10'	5'	7.5'
90	18'	10'	5'	7.5'
91	18'	10'	5'	7.5'
92	18'	10'	5'	7.5'
93	18'	10'	5'	7.5'
94	18'	10'	5'	7.5'
97	18'	10'	5'	7.5'
98	18'	10'	5'	7.5'
99	18'	10'	5'	7.5'
100	18'	10'	5'	7.5'
101	18'	10'	5'	7.5'
102	18'	10'	5'	7.5'
103	18'	10'	5'	7.5'
104	18'	10'	5'	7.5'
105	18'	10'	5'	7.5'
106	18'	10'	5'	7.5'
107	18'	10'	5'	7.5'
108	18'	10'	5'	7.5'
109	18'	10'	5'	7.5'
110	18'	10'	5'	7.5'
111	18'	10'	5'	7.5'
112	18'	10'	5'	7.5'
113	18'	10'	5'	7.5'
116	18'	10'	5'	7.5'
117	18'	10'	5'	7.5'
118	18'	10'	5'	7.5'
119	18'	10'	5'	7.5'
120	18'	10'	5'	7.5'
121	18'	10'	5'	7.5'
122	18'	10'	5'	7.5'
123	18'	10'	5'	7.5'
124	18'	10'	5'	7.5'
125	18'	10'	5'	7.5'
126	18'	10'	5'	7.5'
127	18'	10'	5'	7.5'
128	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046501 Date: 12/12/2023 Time: 3:37PM
Page 29 of 30 B: 4572 P: 336 By: BO

Middleton Unit 3 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
131	18'	10'	5'	7.5'
132	18'	10'	5'	7.5'
133	18'	10'	5'	7.5'
134	18'	10'	5'	7.5'
135	18'	10'	5'	7.5'
136	18'	10'	5'	7.5'
137	18'	10'	5'	7.5'
138	18'	10'	5'	7.5'
139	18'	10'	5'	7.5'
140	18'	10'	5'	7.5'
141	18'	10'	5'	7.5'
142	18'	10'	5'	7.5'
143	18'	10'	5'	7.5'
144	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046501 Date: 12/12/2023 Time: 3:37PM
Page 30 of 30 B: 4572 P: 337 By: BO

Middleton Unit 3 - Corner Home Sites					
Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
22	18'	10'	10'	5'	7.5'
50	18'	10'	10'	5'	7.5'
65	18'	10'	10'	5'	7.5'
74	18'	10'	10'	5'	7.5'
75	10'	10'	10'	5'	7.5'
84	10'	10'	10'	5'	7.5'
85	18'	10'	10'	5'	7.5'
95	18'	10'	10'	5'	7.5'
96	18'	10'	10'	5'	7.5'
114	18'	10'	10'	5'	7.5'
115	18'	10'	10'	5'	7.5'
129	18'	10'	10'	5'	7.5'
130	18'	10'	10'	5'	7.5'

Declaration of Covenants and Restrictions for Middleton Unit 3B

731.00
27.00 COPIES
58.00

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460003674 Date: 01/30/2024 Time: 2:45PM
Page 1 of 27 B: 4591 P: 492 By: BO

THIS INSTRUMENT PREPARED BY/RETURN TO:
Jennifer Slone Tobin, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1600
Orlando, FL 32801

DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 3B

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 3B (the "**Declaration**") is made on January 4, 2024, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company (The Villages Development Company, LLC, its successor and assigns, is hereinafter referred to as the "**Declarant**").

RECITALS

A. Declarant is the sole owner in fee simple of certain real property located in Sumter County, Florida, platted as Middleton Unit No. 3B, as per plat thereof (the "**Plat**") recorded in Plat Book 21, at Pages 11 through 11A, Public Records of Sumter County, Florida (the "**Property**").

B. Declarant desires to provide for the preservation of values and maintenance of certain common facilities in the Property, and so desires to subject all of the Homesites and Homes (as each is hereinafter defined), and each part thereof (but not the tracts and other areas of the Property) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

1.1 "**Architectural Review Board**" or "**ARB**" shall mean the Declarant or its designee, as described in Section 7.1 hereof.

1.2 "**AR Guidelines**" shall mean the Architectural Review Manual for construction, operation and maintenance of Homes and Homesites within the Property, as adopted and amended by the Declarant from time to time.

1.3 "**CDD**" shall mean Middleton Community Development District A.

1.4 "**City**" shall mean the City of Wildwood, in the State of Florida.

1.5 "**Common Areas**" shall mean and refer to those areas of land within the Property which are intended to be used and enjoyed by all Owners of Homesites, which include without limitation, entry areas, entry gates, and sign islands; drainage retention areas; the Storm Water Management System; recreational areas, parks, postal facilities, and appurtenant parking areas; lands owned by or conveyed to the CDD per the Plat or otherwise; and all improvements now or hereafter constructed thereon, including, without limitation, walkways, paths, utilities, lighting systems, signage, structures, gates, access systems, recreational facilities, and landscaping; and together with all other improvements which are specifically described herein to be maintained by the CDD. All personal property and real property, including easements, licenses, leaseholds, or other real property interests, owned by the CDD or maintained by the CDD for the common use and enjoyment of the Owners or third parties, are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests, and persons occupying "*Homes*" on a guest or tenant basis, and third parties or other entities having a legal right to use the same, to the extent authorized by this Declaration.

1.6 "**County**" shall mean the County of Sumter, in the State of Florida.

1.7 "**Declarant**" shall mean and refer to The Villages Development Company, LLC, a Florida limited liability company.

1.8 "**Declaration**" shall mean and refer to this Declaration of Covenants and Restrictions for Middleton Unit No. 3B and any amendments and supplements thereto.

1.9 "**Development Agreement**" shall mean that certain The Villages of Southern Oaks Area B Chapter 163 Development Agreement, dated February 27, 2023, between The City of Wildwood, Florida, and The Villages Land Company, LLC, recorded in Official Records Book 4436, Page 101, Public Records of Sumter County, Florida, and as amended from time to time.

1.10 "**Front Yard**" shall mean the portion of each Homesite described by drawing a line through the centerpoint of any Home, which line runs parallel to the road or road right of way adjacent to the Homesite. The Front Yard shall be the portion of the Homesite on the side of the line so drawn lying nearest the road or road right-of-way. The Front Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the ARB shall be controlling and final.

1.11 "**Home**" shall mean and refer to a detached single-family residential unit constructed on a Homesite for which a certificate of occupancy has been issued by the applicable governmental authorities.

1.12 "**Homesite**" shall mean and refer to any plot of land shown upon the Plat and designated as a numbered Homesite, and shall also include any plot of land shown upon any plat and designated as a numbered Homesite on property which is subsequently made subject to the terms of this Declaration in accordance with the provisions of Section 3.2 hereof.

1.13 "**Initial Home**" shall mean the initial home constructed on a Homesite by the Declarant, the plans for which shall be maintained by the Declarant.

1.14 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "*Homesite*"; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.15 "**Plat**" shall mean and refer to the subdivision of Middleton Unit No. 3B, as more particularly described in Recital A of this Declaration.

1.16 "**Property**" shall mean and refer to the property platted as Middleton Unit No. 3B, as per the Plat, as well as any other real property subjected to the Declaration pursuant to Section 3.2 hereof.

1.17 "**Rear Yard**" shall mean the portion of each Homesite described by drawing a line through the center-point of any Home, which line runs parallel to the road or road right-of-way adjacent to the Homesite. The Rear Yard shall be the portion of the Homesite on the side of the line so drawn lying furthest from the road or road right-of-way. The Rear Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be the portion of the Homesite lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined herein the determination of the ARB shall be controlling and final.

1.18 "**Side Yard**" shall mean the portions of each Homesite described by drawing a line through the point of the Home which extends the furthest into the Front Yard, which line runs parallel to the road or road right-of-way adjacent to the Homesite, and by drawing a line through the point of the Home that extends the furthest into the Rear Yard, which lines runs parallel to the line previously described. The Side Yard shall be all portions of the Homesite, exclusive of the Home, lying between the two lines so described. In the case of any dispute as to the location of the Side Yard as defined herein, the determination of the ARB shall be controlling and final.

1.19 "**Storm Water Management System**" shall mean and refer to a system, temporary or permanent, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit,

treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted by SWFMD pursuant to the provisions of Chapters 62-330 of the Florida Administrative Code, as the same may be from time to time amended, supplemented, or replaced by other provisions of Florida law.

1.20 **"SWFMD"** shall mean the Southwest Florida Water Management District.

ARTICLE 2

USE RESTRICTIONS

2.1 **Use Restrictions**. The use restrictions contained in this Article shall apply uniformly to all Homesites and Homes on the Property except that, unless specifically set forth herein to the contrary, they shall not apply to the activities of the Declarant or the CDD within the Common Areas or easements, including construction of improvements by the Declarant or the CDD other than Homes.

2.2 **Residential Use Only**. No Homesite or Home shall be used for any purpose except for residential use. No commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite. No building shall be erected, altered, placed or permitted to remain on any Homesite other than Homes designated for residential use, with attached or detached private garages. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Homes as models or offices. No mobile homes shall be permitted on the Property.

2.3 **Development Standards**.

2.3.1 Square Footage. Homes shall always contain at least the square footage of living area contained in the Initial Home constructed on the Homesite by the Declarant. Living area includes only areas that are heated and cooled but expressly excludes garages, open porches, decks, and atriums, whether or not heated and cooled.

2.3.2 Roof Pitch. The minimum roof pitch for the main portion of the Home (excluding covered porches and decorative elements) shall be 4:12, or such greater steepness as was built for the Initial Home constructed on the Homesite by the Declarant.

2.3.3 Construction Type. Homes shall be conventionally built Homes. The Declarant shall construct the Initial Home on each Homesite.

2.3.4 Easements. No building or other vertical improvements shall be made within the easements created in favor of Declarant under this Declaration or in the Plat without the prior written approval of Declarant.

2.3.5 Setbacks. Each Homesite and the Home constructed thereon (and any reconstruction, repair, addition or other vertical improvement) shall comply, in addition to all other requirements herein, with the setback requirements specified on **Exhibit A** attached hereto and made a part hereof.

2.4 **Subdivision - Multi Units**. Only one Home may be erected on each Homesite. No Homesite may be subdivided.

2.5 **No Temporary or Accessory Structures**. Except as set forth in Section 2.9 with respect to detached garages, no portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Homesite for storage or otherwise; provided, however that this prohibition shall not apply to: (a) shelters used by the Declarant or a licensed contractor during the construction of any Home; or (b) pergolas covering walkways on the Homesite, which match the general aesthetic of the Home if approved by the ARB.

2.6 **Livestock and Animal Restrictions**. No animal shall be kept or maintained on any Homesite (including but not limited to in the Home) except conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Homesites. Without limiting the foregoing, horses, cattle, pigs, and chickens are not allowed. The Declarant shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Homesites. Such permitted animals shall be kept on the Owner's Homesite and shall not be allowed off the premises of the Owner's Homesite except under restraint and in the company of the Owner, a member of the Owner's family, or servant. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

2.7 **Restriction on Activity**. No noxious or offensive activity shall be conducted or permitted to exist upon any Homesite or in any Home, nor shall anything be done or permitted to exist on any Homesite or in any Home that may be or may become an annoyance or private or public nuisance. No Homesite, driveway, or Common Area shall be used for purposes of vehicle repair or maintenance. This restriction shall not apply to activities conducted by the Declarant in the construction, sale or maintenance of improvements upon the Property.

2.8 **Restrictions on Walls and Fences; Hedges**. No wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Homesite; provided however, fences or walls located in the Rear Yard and Side Yard shall be permitted only if (a) the design and materials are consistent with the then-applicable AR Guidelines, and (b) the Owner receives prior written approval of the ARB as to the specific location of the fence(s) or walls. No wall or fence may be painted or altered in appearance after installation, unless the foregoing criteria are met prior to such painting or alteration. All walls and fences must be maintained and repaired in good condition, and all hedges must be neatly trimmed.

2.9 **Garages**. Each Home shall have either an attached or detached garage. No Owner may change the nature of the garage (i.e. attached or detached) from that installed as a part of the Initial Home (whether in connection with a remodel, repair or a rebuild). Garages must be maintained operational for the storage of automobiles, boats, and other motor vehicles. Garage doors shall be predominantly opaque and remain closed except when in actual use to allow ingress and egress into the garage, and any change in garage door from that installed for the Initial Home must be consistent in design with the aesthetics of the Home and the surrounding neighborhood. The addition of carports that are of a design, material and appearance uniform with that of the Initial Home may be permitted if consistent with the then-applicable AR Guidelines and if the Owner receives prior written approval of the ARB as to the location, design and aesthetic of the carport.

2.10 **Insect Control; Fire Control; Trash Removal**. In order to implement effective insect, reptile, rodent, and fire control, the Declarant and its agents shall have the right, but not the duty, to enter upon any Homesite, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Declarant and its agents may enter upon such land to remove any trash which has collected on such Homesite or Home without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Homesite nor to provide garbage or trash removal services. Any and all costs incurred by the Declarant in exercising its rights under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.11 **Clothes Lines**. No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Homesite.

2.12 **Exterior Antennas, etc**. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Homesite or Home thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Homes only if such dishes are mounted to those portions of the Home directly facing the Side Yard or the Rear Yard of the Homesite.

2.13 **Exterior Paint**. The only color paints that may be used on the exterior of any Home are (a) the same palette of exterior paint (i.e. dominant and accent colors) used on the Initial Home in the same location as used on the Initial Home; or (b) any other palette of exterior paints as contained at the time of repainting in the then-applicable AR Guidelines, with the applicable colors of the palette being applied to the designated portion of the Home (i.e. main Home vs. trim) as provided in the AR Guidelines, provided, however, that at the time of repainting, neither Home immediately adjacent to the Home being painted is painted with that same color palette.

2.14 **Signs**. No sign (whether commercial, political, personal, "for sale", "for rent" or otherwise) shall be erected or maintained on any Homesite or Home within public view except as may be required by legal proceedings. Such prohibition shall apply to commercial real estate signs advertising a particular Homesite or Home for sale or for rent. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Homesite or Home.

2.15 **Exterior Maintenance**. Each individual Owner shall have the responsibility to maintain the exterior of their respective Home in good condition. In addition to the foregoing, the Declarant shall have the right, but not the duty, to provide maintenance to any exterior areas visible from the roads or adjacent Homesites, including repairs to walls and roofs, painting, landscaping, and lawn maintenance. The Declarant shall have the right (but not the obligation) to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Home to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Declarant in performing repairs and maintenance under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.16 **Allowable Trim and Decoration**. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, without the prior written consent of the Declarant, and the Declarant shall only grant approval therefor if such improvements are consistent in design and color of the applicable Home, and consistent with the then-applicable AR Guidelines. All other outside decorations and ornaments, whether affixed to the Home or placed elsewhere on the Homesite, are prohibited. This restriction shall not apply to holiday decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, nor shall apply to any holiday decorations from the period commencing on Thanksgiving and extending until January 10th of the following year. Notwithstanding the foregoing, the Declarant may prohibit or restrict decorations which it determines, in its sole discretion, create a hardship on, or nuisance to, neighboring property, or otherwise interferes with the quiet and peaceful

enjoyment by any other Owner of that Owner's Homesite. This restriction shall also not apply to a single flag pole which may not, however, extend higher than 22'.

2.17 **Window Tinting**. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the Declarant.

2.18 **Unit Air Conditioners**. No air conditioning units may be mounted to windows or walls unless the location, method of installation and appearance has been approved in writing by the Declarant. It is the intention of this provision to authorize the Declarant to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds; provided, however, that the Declarant shall not unreasonably withhold its approval of split systems which are compliant with the then-applicable AR Guidelines. All other air conditioning units shall be located in the Rear Yard or Side Yard and shall be effectively screened by plant matter or opaque fencing as required by the then-applicable AR Guidelines.

2.19 **Interior Maintenance**. Each individual Owner shall have the responsibility to maintain the interior of their respective Home in such fashion so as not to create a health or safety hazard to adjoining Homes or to create a nuisance.

2.20 **Vehicles**. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle or an Owner's vehicle used for their occupation, shall be parked or maintained on any Homesite or public right-of-way, except in an enclosed garage. No private passenger vehicle or Owner's occupational vehicle containing hazardous materials, fuel for other vehicles, noxious or offensive materials shall be parked or maintained on any Homesite or public right-of-way. No private passenger vehicle or Owner's occupational vehicle in excess of 1 ton size shall be parked or maintained on any Homesite or public right-of-way.

2.21 **Construction on Homesites**.

2.21.1 All construction on any Home shall be completed within twelve (12) months from the issuance of the building permit for that Home; provided, however that such restriction shall not apply to the construction of the Initial Home. If any construction on a Homesite, once commenced is discontinued for a period of at least sixty (60) consecutive days, the ARB and/or the Declarant shall have the right, in addition to any other rights and remedies hereunder, to require the Owner to raze (or repair any unsightliness caused by) all partially completed improvements on the Homesite, remove all debris and rubble, fill in all foundations, and/or return the Homesite to grade and landscape the entire Homesite with sod per the provisions of Section 2.23 hereof (to be maintained per Section 2.15 hereof), within thirty (30) days following written notice from the ARB or the Declarant.

2.21.2 All construction on any Homesite (including any remodeling or rebuild following a casualty) shall be: (a) subject to the provisions of Article 7 hereof, including the plan review provisions thereof; (b) subject to any approval rights of Declarant contained herein; and (c)

at that Homesite Owner's risk. Homesite Owner shall be responsible for any damage to Common Areas, other Homesites, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Homesite. Repairs of construction damage must be made by the Owner within thirty (30) days.

2.21.3 If the Owner fails to timely take the actions required under Sections 2.21.1 or 2.21.2 hereof, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite or upon the exterior of any Home for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section (whether on the Owner's Homesite, any other Homesite, any Common Areas, utilities, public rights-of-way, sidewalks or curbing) shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.22 **Recreational Equipment**. All recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard. Any other recreational equipment shall be kept within the Home except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Home.

2.23 **Grassed Areas and Yards**. All sodded areas on a Homesite shall be serviced by an in-ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Homesite in a neat, clean, orderly and healthy condition. Each Owner shall also maintain all sodded areas between the Owner's Homesite and the pavement of any adjacent paved street. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All areas of the yard that are not landscaped must be sodded. All grass shall be of a type approved for use in the then-applicable AR Guidelines. Sodded areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. Owners may expand the size of, and create additional landscaped areas only upon prior written consent of the Declarant. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Home, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Home. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Homesite including any easements located on or adjacent thereto, including front, side, and rear road and utility easements. Owners are encouraged to and may add and replace landscape that is more

water-conservative and draught-tolerant than provided with the Initial Home, however, any such alterations visible from roadways or Common Areas must receive the prior written approval of the ARB, which shall require, at a minimum, that the aesthetics of such landscaping be compatible with the Home and the surrounding neighborhood.

2.23.1 **Vacant Homesites**. The grassy areas of any vacant Homesites shall be kept regularly mowed and trimmed, and all areas of vacant Homesites shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. If the Owner fails to maintain a vacant Homesite as so required, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.24 **Pools; Spas**. No above-ground pools are permitted within the Property. Above ground spas are permitted within the Property. All spas and in-ground pools shall include a paved patio extending from the Home and completely surrounding the pool and spa and shall be located in the Rear Yard. All pool and spa enclosures, including screening, must be approved by the Declarant.

2.25 **Compliance With Development Agreement**. No Homesite or Home may, at any time, be used in a way contrary to, or which would create a violation of any terms contained in the Development Agreement, as amended from time to time.

2.26 **Storage**. No items may be stored on a Homesite outside a Home or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, and equipment shall be stored by an Owner out of view, except when in use. If the Owner fails to comply with the foregoing requirements, the Declarant shall have the right (but not the obligation) to enter upon any Homesite for the purpose of removing any such unpermitted items, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.27 **Household Garbage and Yard Trash**. The Declarant will designate a solid waste hauler to service the Property and each Home must use and pay for garbage services provided by the solid waste hauler selected by the Declarant. Charges for trash service shall commence on the date the Owner purchase its Homesite and Home, and that the fees for such service is payable on a year-round basis, regardless of use or occupancy. No Homesite Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Homesite, except for the removal of lawn waste by a tree removal or landscaping service. No Homesite or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in the garage. On those days and only on those days when garbage pickup or trash pickup are made at the Homesite, the Owners shall place their garbage on their Homesite and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. Declarant and/or the solid waste hauler shall have the right to require that trash and garbage be put in receptacles for pickup, which receptacles shall be kept in the garage or at the rear of the Home out of sight from the street within an approved fenced or walled area. At any time that receptacles are required: (a) all receptacles will be removed from the curbside no later than sundown of the day of pickup, (b) all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle, and (c) in no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Home, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this Section, on a Homesite or on the Properties during construction of improvements to the Properties or construction of a Home. In the event any applicable garbage franchisee institutes a recycling program, Declarant reserves the right to require all Owners to participate in such program.

2.28 **Containers and Fuel Tanks**. All garbage and trash containers, bottled gas tanks, water softeners, and other similar tanks and containers shall be located in the garage or, subject to approval of the ARB, in the Rear Yard or a Side Yard adjacent to the Home (but in no event within any easements on the Homesite). Any such garbage or trash containers, bottled gas tanks, water softeners, and other similar containers located in the Rear Yard or Side Yard shall be located adjacent to the Home and, except for portable gas tanks typically used in connection with a propane grill, shall be installed underground or within an area screened by a wall, hedge, landscaping or fence which is not visible from any street or adjoining property.

2.29 **Gardens and Prohibited Plants**. Vegetable gardens may be grown only in the Rear Yard.

2.30 **Lighting**. All exterior lighting on any Homesite or Home must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Homesite upon which the lighting is erected. The Declarant shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the CDD, or any governmental entity.

2.31 **Driveways**. All driveways shall be constructed of concrete, and shall extend from the pavement of a street adjacent to the Homesite to the garage constructed on the Homesite. Driveways may be painted and designed with stamped concrete or pavers, provided that the design of the painting, stamped concrete, and pavers shall be harmonious with the design and color of the Home, and no murals, depictions, sayings, or other non-geometric designs shall be permitted. The Declarant shall have final discretion to determine whether driveway improvements are in compliance with this Section, and any Owner, prior to making any such improvements or changes to the driveway installed with the Initial Home, shall first obtain the written approval of the Declarant. No Owner or other person shall extend any street or road, or create any street or road upon its Homesite, and no Homesite may be used as ingress and egress to any other property.

2.32 **Mail boxes**. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner. All mail will be delivered to key-accessed mailbox installations in locations designated by the Declarant and approved by the United States postal service.

2.33 **Leases**. Leasing of all or any portion of a Home is restricted to residential uses for a minimum period of six (6) months. All leases shall be in writing, shall specify such residential restriction and shall provide that the Declarant shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. A copy of any such lease shall be delivered to the Declarant upon request. Each lease shall contain the following provision:

> "The lessee hereby acknowledges that this lease is subject to the *Declaration of Covenants and Restrictions for Middleton Unit No. 3B*, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys fees."

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest, or licensee of a Home occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than six (6) months. The Declarant shall have the right to collect attorneys' fees against any occupant or tenant and the owner of the Home in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this Section.

2.34 **Water and Sewer Systems**. Each Homesite will be serviced by a central water and sewer system. Septic systems, and private potable water or irrigation wells are prohibited.

2.35 **Water Management District Compliance**. Declarant shall, in constructing each Initial Home, comply with the construction plans for the Surface Water Management System approved and on file with SWFWMD. No Owner of property within the Property may construct

or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and Plat, unless prior approval is received from SWFWMD, and if applicable, any other appropriate governmental agency having jurisdiction. Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the Surface Water Management System approved and on file with SWFWMD and if such maintenance of designated flow paths is not properly undertaken by Owner, then the Declarant (and/or the CDD) shall have the right, but not the obligation enter onto the Homesite and reconstruct the intended flow pattern, with any such entry by the Declarant not being deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant or the CDD will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant or the CDD in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.36 **Intentionally Omitted**.

2.37 **Restrictions on Use of Common Areas; Water Features**. Common Areas shall only be used for the purposes for which they are intended (i.e., parking areas for parking, playgrounds for playing, retention areas for water retention and fishing, etc.). The Declarant may promulgate reasonable rules and regulations governing use of the Common Areas from time to time, and the same shall be binding upon Owners. Notwithstanding the foregoing however, Owners acknowledge that the lakes, ponds, basins, retention and detention areas, marsh areas or other water-related areas within or outside of the Property ("**Water Features**") are designed to detain, or retain, stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, such Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within any particular Water Feature at any given time is also subject to fluctuation due to droughts, floods, excessive rain and/or distribution due to irrigation activities. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level. Rules regarding access and use of the Water Features (i.e. fishing, boating, kayaking, etc.) shall be promulgated and enforced by the CDD, and each Owner, by acceptance of its Home and Homesite, acknowledges that it has no guaranty of a right to access or use any such Water Feature.

2.38 **Sounds**. All sounds emanating from a Home (whether from televisions, radios, computers, musical instruments, human voices, or otherwise) must be kept to a moderate level from 10:00 PM to one (1) hour before daylight.

2.39 **Solicitation**. Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Property.

2.40 **Rules and Regulations**. The Declarant reserves the right to establish such other reasonable rules and regulations governing the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of the Property, all of which will apply equally to the Owners. The rules and regulations may be contained in the AR Guidelines, or will become effective five (5) days following written notice to the Owners.

ARTICLE 3

PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATIONS; PROPERTY RIGHTS

3.1 **The Property**. The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

3.2 **Annexation**. Additional land adjacent to the Property may be annexed to the Property by the Declarant without the consent of the Owners, provided the annexation does not change the general nature or character of the subdivision. Upon annexation of said additional land, the Owners of Homesites within the land so annexed for all intents and purposes shall be deemed subject to the provisions of this Declaration, with the right to use the Common Areas identified herein, or identified within the supplemental declaration referred to hereafter. The Owners of the Homesites shall be subject to this Declaration and the rules and regulations contemplated hereby in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners, except as may be specifically set forth in such supplemental declaration. When land is annexed, the Declarant shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed.

3.3 **Owner's Easements of Enjoyment**. Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Homesite subject to the following provisions:

3.3.1 any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, Plat or other conveyance or agreement creating the right of the Declarant in and to that portion of the Common Areas, or creating the right of third parties in and to that portion of the Common Areas; and

3.3.2 the right of the Declarant to dedicate or transfer all or any part of the Common Areas to the CDD, or any other any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Declarant.

3.4 **Easement for Access and Drainage**. The CDD shall have a perpetual non-exclusive easement over all areas of the Storm Water Management System for access to operate,

maintain or repair the system. By this easement the CDD shall have the right to enter upon any portion of any Homesite which is a part of the Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Storm Water Management System as required by the Southwest Florida Water Management District permit. Additionally, the CDD and the Declarant shall have a perpetual non-exclusive easement for drainage over the entire Storm Water Management System. No person shall alter the drainage flow of the Storm Water Management System, including buffer areas or swales, without the prior written approval of SWFWMD.

3.5 **Delegation of Use**. Any Owner shall delegate such Owner's right of enjoyment to the Common Areas and facilities to any tenant of the Home at the time of entering into a lease of the Home and Homesite (which lease shall be entered into in accordance with the terms of this Declaration). During any period in which Owner has so delegated such Owner's right of enjoyment, the Owner shall not have the right to exercise such right of enjoyment, it being the intent that only the current occupant of the Home and such occupant's guests shall have the foregoing right of enjoyment.

3.6 **Construction and Sales**. There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Homesites), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Homesites within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Homesites.

3.7 **Common Area Utility Easements**. To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant as such Owner's agent and attorneys-in-fact with full power in such Owner's name, place and stead, to execute instruments creating, granting or modifying utility easements over the Common Areas; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

3.8 **Easements Over Homesites**. Easements and rights of way are hereby (a) reserved by Declarant for the construction, installation, and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cable, telephone, irrigation lines and other utilities, together with rights of ingress and egress necessary for the full utilization thereof, (b) intentionally omitted, and (c) reserved by Declarant for landscaping. Such easements and rights of way are hereby reserved and granted over: (i) a seven and one-half (7 ½) foot width along the Rear Yard Homesite lines, (ii) a ten (10) feet width along the Front Yard Homesite lines, and (iii) a five (5) feet width along the Side Yard Homesite lines. All such utilities and facilities in the easement along the Front Yard Homesite line shall be flush with, or below grade; provided however, the foregoing restriction shall not prohibit above grade utilities and facilities in those areas of the Front

Yard easement that are also burdened by the Side Yard easement created in this Section 3.8. The Declarant shall have the right, in its sole discretion, to reduce the size of the easements granted in this Section 3.8 for any particular Homesite. Utility providers utilizing such easements covenant, as a condition to the right to use such easement, not to interfere with or disturb any equipment install within the easement area and to repair the grading and landscaping disturbed in connection with any utilization of said easement. In addition to the foregoing reservations, each Owner acknowledges that: (i) it shall maintain any landscaping and buffer yards installed in any special easement designated on the Plat; and (ii) allow Declarant to enter onto the Homesite for the purpose of installing any utilities, landscaping or buffer yard on such special easement, which shall not be deemed a trespass.

3.9 **Easements Reserved to Declarant**. The Declarant hereby reserves unto itself, the right to grant easements over, upon, under and across all Common Areas, including, but not limited to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

ARTICLE 4

CDD

4.1 **Generally**. The CDD shall have such authority and perform those services consistent with Chapter 190 of the Florida Statutes with respect to the Property. Services shall include, but not be limited to the following:

4.1.1 Maintenance and repair of tracts conveyed to the CDD (whether by the Plat or otherwise), together with all improvements located thereon;

4.1.2 Maintenance and repair of areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public;

4.1.3 Pay for the cost of water and sewer provided by the applicable utility company serving the Property, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public (to the extent such costs are not paid directly by Owners);

4.1.4 Maintenance and repair of the Storm Water Management System, including drainage easements and drain pipes not maintained by other utility providers, or the City of Wildwood; and

4.1.5 Maintenance and repair of the landscaping and irrigation on islands and cul-de-sacs located within the roadways, if any.

4.2 **Fees**. Each Owner, by acceptance of the deed to their Homesite, acknowledges and agrees that the CDD shall have the right to impose fees on such Homesite and Owner for the provision of amenities or other services, and that such fees may be in addition to any sums payable or due hereunder.

4.3 **Delegation**. The Declarant shall have the right to delegate its rights and obligations hereunder to the CDD (which shall be in addition, if applicable, to the services specified in Section 4.1), and which shall include the right to enforce, on Declarant's behalf, the provisions of Article 2 hereof.

ARTICLE 5

LIENS

5.1 **Liens**. All sums charged against any Owner, Home or Homesite by Declarant or its designee (including, but not limited to the CDD) with respect to the matters set forth herein, together with court costs, reasonable attorneys' fees, late charges and interest (at the statutory rate) shall be secured by an equitable charge and continuing lien on such Homesite. Such lien shall be superior to all other liens and encumbrances on such Parcel from and after the date of recording of a claim of lien in the public records by the Declarant or its designee. Declarant shall have the power and authority, in its sole judgment and discretion, to release the lien or to subordinate it to any other lien. The Declarant shall have the right to take any action it may determine to collect the sums evidenced by any such lien or institute an action to foreclose said lien. The costs of collecting any such lien (including attorneys fees and costs) shall be included in such lien.

ARTICLE 6

DEFAULTS

6.1 **Defaults**. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees of any of the provisions of this Declaration or the AR Guidelines, the Declarant shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable

of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Declarant, or if any similar violation is thereafter repeated, the Declarant may, at its option take any one or all of the following actions:

6.1.1 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

6.1.2 Commence an action to recover damages; and

6.1.3 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Declarant as provided herein, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Declarant in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Declarant in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be charged against the applicable Owner, shall be a lien on the Homesite, and shall be due upon written demand by the Declarant.

6.2 **Negligence**. An Owner shall be liable and may be charged by the Declarant for the expense of any maintenance, repairs or replacement rendered necessary by such Owner's act, neglect or carelessness.

6.3 **Responsibility of an Owner for Occupants, Tenants, Guests and Invitees**. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Home, and for all employees, tenants, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Declarant, the Owner shall be charged for same, which shall be a lien against such Owner's Homesite in accordance with the terms hereof. Furthermore, any violation of any of the provisions of this Declaration or the rules and regulations promulgated hereunder by any resident of any Home, or any guest or invitee of an Owner or of any resident of a Home shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

6.4 **Right of Declarant to Evict Tenants, Occupants, Guests, and Invitees**. With respect to any tenant or any person present in any Home or any portion of the Property, other than an Owner and the members of his or her immediate family permanently residing with him or her in the Home, if such person shall materially violate any provision of this Declaration or the rules and regulations promulgated hereunder, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Declarant or the CDD, then upon written

notice by the Declarant such person shall be required to immediately leave the Property and if such person does not do so, the Declarant is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be charged to the applicable Owner payable within thirty (30) days of demand, and the Declarant may collect such sums and have a lien against the Home and the Owner for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Declarant.

6.5 **No Waiver**. The failure of the Declarant to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant to enforce such right, provision, covenant, or condition in the future.

6.6 **Rights Cumulative**. All rights, remedies and privileges granted to the Declarant pursuant to any terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Declarant thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

6.7 **Enforcement By or Against other Persons**. In addition to the foregoing, this Declaration may be enforced by Declarant (or its designee, which may include, but is not limited to the CDD), by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

6.8 **Delegation**. The Declarant shall have the right to delegate to the CDD its right to pursue the remedies and rights in this Article 6 as provided in Article 6 hereof, provided, however, that such delegation shall not limit the rights of Declarant hereunder.

ARTICLE 7

ARCHITECTURAL REVIEW

7.1 **Composition of Architectural Review Board**. The Declarant, acting in its own name or Declarant's appointed agent, shall constitute the Architectural Review Board (referred to herein as "**ARB**"). At such time as Declarant in its sole and absolute discretion shall determine, Declarant may, in lieu of continuing to serve as the ARB, transfer the authority to serve in that

capacity to the CDD. The Declarant and/or the CDD, as applicable, may designate an agent or agent(s) from time to time to serve as the ARB.

7.2 **Matters Subject to Review**. After the Initial Home has been constructed and except for: (a) matters expressly reserved to the Declarant pursuant to the provisions of this Declaration and/or (b) matters which are expressly permitted in this Declaration without ARB review, no reconstruction, additions, alterations or modifications to the Home, or in the locations or utility connections of the Home, nor any buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without, in each instance, the prior written consent of the ARB; provided however that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article 7. Nothing contained herein shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure.

7.3 **Submission of Plans**. Prior to the initiation of construction upon any Homesite subject to the review of the ARB pursuant to Section 7.2, the Owner thereof shall first submit to the ARB any information deemed reasonably necessary by the ARB for the performance of its function. Such information may or may not include a complete set of plans and specifications for the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, and specifications of materials and exterior colors. As a precondition of approval of any plans and specifications or other materials submitted to it, the ARB may assess a reasonable fee, including a fee for initial review and approval and for inspections of construction to assure compliance with the approved plans and specifications and other materials.

7.4 **Plan Review**. Upon receipt by the ARB of all of the information required by this Article 7 for any matter requiring ARB review pursuant to this Declaration, the ARB shall have thirty (30) days in which to review said information. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; (iv) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit, (v) confirming that the improvements comply with the then-applicable AR Guidelines (or should be granted an exemption therefrom), and (vi) confirming that the proposed work complies with the construction plans for the Surface Water Management System approved and on file with SWFWMD. In the event that the ARB fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

7.5 **Contingent Approval**. In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans.

7.6 **Maintenance**. All buildings, fences, walls, outbuildings, landscaping, or other structures or improvements approved by the ARB shall be maintained in accordance with the Plans submitted to the ARB, and in good condition as determined by the ARB, all consistent with the requirements of Article 2 hereof. Without limiting the foregoing, all landscaping shall be maintained in a healthy condition. Any failure to maintain any such buildings, fence, wall, outbuilding, landscaping, or other structures or improvements in accordance with the approval obtained from the ARB, and in reasonable condition as determined by the ARB, shall constitute a default hereunder, entitling the Declarant to pursue the remedies set forth therein, together with such other remedies are available at law or in equity.

7.7 **Non-Conforming Structures**. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARB. The Declarant may maintain an action at law or in equity for the removal or correction of the nonconforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

7.8 **Immunity of ARB Members**. No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Declarant shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice. Any approval given by the ARB, whether written, spoken, or implied, shall not constitute or imply compliance with this Declaration or any governmental regulations.

7.9 **Address for Notice**. Requests for approval or correspondence with the ARB shall be in writing and mailed or delivered to the principal office of the Declarant at that address, through an online process as may be established from time to time by Declarant, or such other address as may be designated from time to time by the Declarant. No correspondence or request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

7.10 **Variances**. The ARB may authorize variances in compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require and the other requirements of this Article 7 are met. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for

any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements and requirements imposed by any governmental or municipal authority.

7.11 **Attorneys Fees and Costs**. For all purposes necessary to enforce or construe this Article, the ARB and the Declarant, shall be entitled to collect reasonable attorneys fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the Declarant within fifteen (15) days of Declarant providing to Owner a written notice thereof, the Declarant may place a lien on such Owner's Homesite in the amount of said fees, costs, and expenses against such Owner which lien shall constitute a lien on the Owner's Homesite pursuant to Section 5.1 and shall be collectible as set forth in this Declaration.

ARTICLE 8
COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

8.1 **No Partition**. Recognizing that the full use and enjoyment of any Homesite is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Homesites, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as set forth in Section 3.5 hereof, or otherwise as an appurtenance to and in the same transaction with, a transfer of title to a Homesite. Any conveyance or transfer of a Homesite shall include the right to use and enjoyment of the Common Areas appurtenant to such Homesite subject to reasonable rules and regulations promulgated by the Declarant for such use and employment, whether or not such rights shall have been described or referred to in the deed by which said Homesite is conveyed.

ARTICLE 9

AMENDMENTS TO DECLARATION

9.1 **General Amendments**. This Declaration may be amended by Declarant, without the consent of any other Owner, at any time that Declarant is an Owner, and after such time, then this Declaration may be amended by the affirmative vote or written consent of the Owners owning not less than two-thirds (2/3) of the Homesites. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant (even after such time as Declarant no longer

is an Owner) without the prior written consent of the Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

9.2 **Additional Requirements for Amendments**. Any amendment to this Declaration which alters the Storm Water Management System, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of SWFWMD, notwithstanding any other provisions contained herein.

ARTICLE 10

STORM WATER MANAGEMENT SYSTEM

10.1 **Responsibility for Surface Water or Storm Water Management System**. Except for the obligations of Owners set forth in Section 2.35 hereof, the CDD shall be responsible for the maintenance, operation and repair of the Storm Water Management System. Maintenance of the Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by SWFWMD. The CDD, its successors and assigns, shall be responsible for such maintenance and operation (other than to the extent any other governmental body assumes responsibility for such maintenance and operation). Any repair or reconstruction of the Storm Water Management System shall be as permitted, or as modified, or as approved by SWFWMD.

10.2 **Enforcement**. SWFWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

ARTICLE 11

GENERAL PROVISIONS

11.1 **Parties Who May Seek Enforcement**. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, or any rules and regulations of the Declarant promulgated hereunder, it shall be lawful for Declarant and any Owner (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions or (b) to maintain proceedings in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all such violations or attempted violations or seeking any other legal or equitable relief available. Should any such party be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the

Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of sums due, including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof. Notwithstanding the foregoing, SWFWMD shall have the right to enforce, by proceeding in law or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

11.2 **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.3 **Duration**. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Owners and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Homesites. Any revocation must be recorded.

11.4 **Transfer of Assets to Local Government**. The Declarant and/or the CDD may transfer Common Areas to any local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Declarant property to standards and conditions required by the local government.

11.5 **Litigation**. In any litigation arising out of, or relating to, this Declaration, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

11.6 **Development Agreement**. Each Owner, by acceptance of a deed to a Homesite, hereby automatically agrees that its Home, Homesite, all improvements and activities thereon and use thereof shall be subject to the Development Agreement, as it may be amended from time to time. Each Owner further acknowledges and agrees that Declarant, and its affiliates and assigns reserve the right to unilaterally amend the Development Agreement, including but not limited to, the right to add or incorporate additional lands and subdivisions to the property subject to the Development Agreement without the joinder of any Owner whatsoever, and each Owner waives any objection to such amendments of the Development Agreement.

DATED this 4th day of January, 2024.

WITNESSES:

Julie Royals
Print Name: Julie Royals

Address: 3619 Kiessel Road
The Villages, Florida 32163

Zoey Devine
Print Name: Zoey Devine

Address: 3619 Kiessel Road
The Villages, Florida 32163

THE VILLAGES DEVELOPMENT COMPANY LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Robert L. Chandler IV, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me ☑ in person OR ☐ via online notarization this 4th day of January, 2024, by Robert L. Chandler IV, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

_____
NOTARY PUBLIC-STATE OF FLORIDA
Print Name: Zoey Devine
Serial/Commission Number: _____
Commission Expires: _____

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460003674 Date: 01/30/2024 Time: 2:45PM
Page 26 of 27 B: 4591 P: 517 By: BO

Unit 3B - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
145	18'	10'	5'	7.5'
147	18'	10'	5'	7.5'
148	18'	10'	5'	7.5'
150	18'	10'	5'	7.5'
151	18'	10'	5'	7.5'
152	18'	10'	5'	7.5'
153	18'	10'	5'	7.5'
154	18'	10'	5'	7.5'
156	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202460003674 Date: 01/30/2024 Time: 2:45PM
Page 27 of 27 B: 4591 P: 518 By: BO

Unit 3B - Corner Home Sites					
Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
146	18'	10'	10'	5'	7.5'
149	18'	10'	10'	5'	7.5'
155	18'	10'	10'	5'	7.5'
157	18'	10'	10'	5'	7.5'

Declaration of Covenants and Restrictions for Middleton Unit 4

290.50
34.
24.50

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046504 Date: 12/12/2023 Time: 3:46PM
Page 1 of 34 B: 4572 P: 340 By: BO

THIS INSTRUMENT PREPARED BY/RETURN TO:
Jennifer Slone Tobin, Esq.
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1600
Orlando, FL 32801

DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 4

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIDDLETON UNIT NO. 4 (the "**Declaration**") is made on November 9, 2023, by **THE VILLAGES DEVELOPMENT COMPANY, LLC**, a Florida limited liability company (The Villages Development Company, LLC, its successor and assigns, is hereinafter referred to as the "**Declarant**").

RECITALS

A. Declarant is the sole owner in fee simple of certain real property located in Sumter County, Florida, platted as Middleton Unit No. 4, as per plat thereof (the "**Plat**") recorded in Plat Book 21, at Pages 7 through 7A-I, Public Records of Sumter County, Florida (the "**Property**").

B. Declarant desires to provide for the preservation of values and maintenance of certain common facilities in the Property, and so desires to subject all of the Homesites and Homes (as each is hereinafter defined), and each part thereof (but not the tracts and other areas of the Property) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Property, shall be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

1.1 "**Architectural Review Board**" or "**ARB**" shall mean the Declarant or its designee, as described in Section 7.1 hereof.

1.2 "**AR Guidelines**" shall mean the Architectural Review Manual for construction, operation and maintenance of Homes and Homesites within the Property, as adopted and amended by the Declarant from time to time.

1.3 "**CDD**" shall mean Middleton Community Development District A.

1.4 "**City**" shall mean the City of Wildwood, in the State of Florida.

1.5 "**Common Areas**" shall mean and refer to those areas of land within the Property which are intended to be used and enjoyed by all Owners of Homesites, which include without limitation, entry areas, entry gates, and sign islands; drainage retention areas; the Storm Water Management System; recreational areas, parks, postal facilities, and appurtenant parking areas; lands owned by or conveyed to the CDD per the Plat or otherwise; and all improvements now or hereafter constructed thereon, including, without limitation, walkways, paths, utilities, lighting systems, signage, structures, gates, access systems, recreational facilities, and landscaping; and together with all other improvements which are specifically described herein to be maintained by the CDD. All personal property and real property, including easements, licenses, leaseholds, or other real property interests, owned by the CDD or maintained by the CDD for the common use and enjoyment of the Owners or third parties, are to be devoted to and intended for the common use and enjoyment of the Owners, their families, guests, and persons occupying "*Homes*" on a guest or tenant basis, and third parties or other entities having a legal right to use the same, to the extent authorized by this Declaration.

1.6 "**County**" shall mean the County of Sumter, in the State of Florida.

1.7 "**Declarant**" shall mean and refer to The Villages Development Company, LLC, a Florida limited liability company.

1.8 "**Declaration**" shall mean and refer to this Declaration of Covenants and Restrictions for Middleton Unit No. 4 and any amendments and supplements thereto.

1.9 "**Development Agreement**" shall mean that certain The Villages of Southern Oaks Area B Chapter 163 Development Agreement, dated February 27, 2023, between The City of Wildwood, Florida, and The Villages Land Company, LLC, recorded in Official Records Book 4436, Page 101, Public Records of Sumter County, Florida, and as amended from time to time.

1.10 "**Front Yard**" shall mean the portion of each Homesite described by drawing a line through the centerpoint of any Home, which line runs parallel to the road or road right of way adjacent to the Homesite. The Front Yard shall be the portion of the Homesite on the side of the line so drawn lying nearest the road or road right-of-way. The Front Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be all portions of the yard not included within the definition of Rear Yard. In the case of any dispute as to the location of the Front Yard as defined herein the determination of the ARB shall be controlling and final.

1.11 "**Home**" shall mean and refer to a detached single-family residential unit constructed on a Homesite for which a certificate of occupancy has been issued by the applicable governmental authorities.

1.12 "**Homesite**" shall mean and refer to any plot of land shown upon the Plat and designated as a numbered Homesite, and shall also include any plot of land shown upon any plat and designated as a numbered Homesite on property which is subsequently made subject to the terms of this Declaration in accordance with the provisions of Section 3.2 hereof.

1.13 "**Initial Home**" shall mean the initial home constructed on a Homesite by the Declarant, the plans for which shall be maintained by the Declarant.

1.14 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any "*Homesite*"; however, notwithstanding any applicable theory of the law of mortgages, "Owner" shall not mean or refer to a Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.15 "**Plat**" shall mean and refer to the subdivision of Middleton Unit No. 4, as more particularly described in Recital A of this Declaration.

1.16 "**Property**" shall mean and refer to the property platted as Middleton Unit No. 4, as per the Plat, as well as any other real property subjected to the Declaration pursuant to Section 3.2 hereof.

1.17 "**Rear Yard**" shall mean the portion of each Homesite described by drawing a line through the center-point of any Home, which line runs parallel to the road or road right-of-way adjacent to the Homesite. The Rear Yard shall be the portion of the Homesite on the side of the line so drawn lying furthest from the road or road right-of-way. The Rear Yard of Homesites situated on the corner of multiple roads or road right-of-ways shall be the portion of the Homesite lying behind both of the two lines drawn as set forth herein. In the case of any dispute as to the location of the Rear Yard as defined herein the determination of the ARB shall be controlling and final.

1.18 "**Side Yard**" shall mean the portions of each Homesite described by drawing a line through the point of the Home which extends the furthest into the Front Yard, which line runs parallel to the road or road right-of-way adjacent to the Homesite, and by drawing a line through the point of the Home that extends the furthest into the Rear Yard, which lines runs parallel to the line previously described. The Side Yard shall be all portions of the Homesite, exclusive of the Home, lying between the two lines so described. In the case of any dispute as to the location of the Side Yard as defined herein, the determination of the ARB shall be controlling and final.

1.19 "**Storm Water Management System**" shall mean and refer to a system, temporary or permanent, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit,

treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted by SWFMD pursuant to the provisions of Chapters 62-330 of the Florida Administrative Code, as the same may be from time to time amended, supplemented, or replaced by other provisions of Florida law.

1.20 "**SWFMD**" shall mean the Southwest Florida Water Management District.

ARTICLE 2

USE RESTRICTIONS

2.1 **Use Restrictions**. The use restrictions contained in this Article shall apply uniformly to all Homesites and Homes on the Property except that, unless specifically set forth herein to the contrary, they shall not apply to the activities of the Declarant or the CDD within the Common Areas or easements, including construction of improvements by the Declarant or the CDD other than Homes.

2.2 **Residential Use Only**. No Homesite or Home shall be used for any purpose except for residential use. No commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite. No building shall be erected, altered, placed or permitted to remain on any Homesite other than Homes designated for residential use, with attached or detached private garages. The foregoing shall not prohibit the Declarant, or contractors approved by Declarant, from using Homes as models or offices. No mobile homes shall be permitted on the Property.

2.3 **Development Standards**.

2.3.1 Square Footage. Homes shall always contain at least the square footage of living area contained in the Initial Home constructed on the Homesite by the Declarant. Living area includes only areas that are heated and cooled but expressly excludes garages, open porches, decks, and atriums, whether or not heated and cooled.

2.3.2 Roof Pitch. The minimum roof pitch for the main portion of the Home (excluding covered porches and decorative elements) shall be 4:12, or such greater steepness as was built for the Initial Home constructed on the Homesite by the Declarant.

2.3.3 Construction Type. Homes shall be conventionally built Homes. The Declarant shall construct the Initial Home on each Homesite.

2.3.4 Easements. No building or other vertical improvements shall be made within the easements created in favor of Declarant under this Declaration or in the Plat without the prior written approval of Declarant.

2.3.5 Setbacks. Each Homesite and the Home constructed thereon (and any reconstruction, repair, addition or other vertical improvement) shall comply, in addition to all other requirements herein, with the setback requirements specified on **Exhibit A** attached hereto and made a part hereof.

2.4 **Subdivision - Multi Units**. Only one Home may be erected on each Homesite. No Homesite may be subdivided.

2.5 **No Temporary or Accessory Structures**. Except as set forth in Section 2.9 with respect to detached garages, no portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Homesite for storage or otherwise; provided, however that this prohibition shall not apply to: (a) shelters used by the Declarant or a licensed contractor during the construction of any Home; or (b) pergolas covering walkways on the Homesite, which match the general aesthetic of the Home if approved by the ARB.

2.6 **Livestock and Animal Restrictions**. No animal shall be kept or maintained on any Homesite (including but not limited to in the Home) except conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Homesites. Without limiting the foregoing, horses, cattle, pigs, and chickens are not allowed. The Declarant shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Homesites. Such permitted animals shall be kept on the Owner's Homesite and shall not be allowed off the premises of the Owner's Homesite except under restraint and in the company of the Owner, a member of the Owner's family, or servant. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

2.7 **Restriction on Activity**. No noxious or offensive activity shall be conducted or permitted to exist upon any Homesite or in any Home, nor shall anything be done or permitted to exist on any Homesite or in any Home that may be or may become an annoyance or private or public nuisance. No Homesite, driveway, or Common Area shall be used for purposes of vehicle repair or maintenance. This restriction shall not apply to activities conducted by the Declarant in the construction, sale or maintenance of improvements upon the Property.

2.8 **Restrictions on Walls and Fences; Hedges**. No wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any Homesite; provided however, fences or walls located in the Rear Yard and Side Yard shall be permitted only if (a) the design and materials are consistent with the then-applicable AR Guidelines, and (b) the Owner receives prior written approval of the ARB as to the specific location of the fence(s) or walls. No wall or fence may be painted or altered in appearance after installation, unless the foregoing criteria are met prior to such painting or alteration. All walls and fences must be maintained and repaired in good condition, and all hedges must be neatly trimmed.

2.9 **Garages**. Each Home shall have either an attached or detached garage. No Owner may change the nature of the garage (i.e. attached or detached) from that installed as a part of the Initial Home (whether in connection with a remodel, repair or a rebuild). Garages must be maintained operational for the storage of automobiles, boats, and other motor vehicles. Garage doors shall be predominantly opaque and remain closed except when in actual use to allow ingress and egress into the garage, and any change in garage door from that installed for the Initial Home must be consistent in design with the aesthetics of the Home and the surrounding neighborhood. The addition of carports that are of a design, material and appearance uniform with that of the Initial Home may be permitted if consistent with the then-applicable AR Guidelines and if the Owner receives prior written approval of the ARB as to the location, design and aesthetic of the carport.

2.10 **Insect Control; Fire Control; Trash Removal**. In order to implement effective insect, reptile, rodent, and fire control, the Declarant and its agents shall have the right, but not the duty, to enter upon any Homesite, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Declarant and its agents may enter upon such land to remove any trash which has collected on such Homesite or Home without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Homesite nor to provide garbage or trash removal services. Any and all costs incurred by the Declarant in exercising its rights under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.11 **Clothes Lines**. No exterior clothes lines or drying areas shall be permitted except removable clothes lines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Homesite.

2.12 **Exterior Antennas, etc**. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Homesite or Home thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Homes only if such dishes are mounted to those portions of the Home directly facing the Side Yard or the Rear Yard of the Homesite.

2.13 **Exterior Paint**. The only color paints that may be used on the exterior of any Home are (a) the same palette of exterior paint (i.e. dominant and accent colors) used on the Initial Home in the same location as used on the Initial Home; or (b) any other palette of exterior paints as contained at the time of repainting in the then-applicable AR Guidelines, with the applicable colors of the palette being applied to the designated portion of the Home (i.e. main Home vs. trim) as provided in the AR Guidelines, provided, however, that at the time of repainting, neither Home immediately adjacent to the Home being painted is painted with that same color palette.

2.14 **Signs**. No sign (whether commercial, political, personal, "for sale", "for rent" or otherwise) shall be erected or maintained on any Homesite or Home within public view except as may be required by legal proceedings. Such prohibition shall apply to commercial real estate signs advertising a particular Homesite or Home for sale or for rent. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Homesite or Home.

2.15 **Exterior Maintenance**. Each individual Owner shall have the responsibility to maintain the exterior of their respective Home in good condition. In addition to the foregoing, the Declarant shall have the right, but not the duty, to provide maintenance to any exterior areas visible from the roads or adjacent Homesites, including repairs to walls and roofs, painting, landscaping, and lawn maintenance. The Declarant shall have the right (but not the obligation) to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Home to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Declarant in performing repairs and maintenance under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder. The Declarant shall have the right to enter upon any Homesite or upon the exterior of any Home for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section.

2.16 **Allowable Trim and Decoration**. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, without the prior written consent of the Declarant, and the Declarant shall only grant approval therefor if such improvements are consistent in design and color of the applicable Home, and consistent with the then-applicable AR Guidelines. All other outside decorations and ornaments, whether affixed to the Home or placed elsewhere on the Homesite, are prohibited. This restriction shall not apply to holiday decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, nor shall apply to any holiday decorations from the period commencing on Thanksgiving and extending until January 10th of the following year. Notwithstanding the foregoing, the Declarant may prohibit or restrict decorations which it determines, in its sole discretion, create a hardship on, or nuisance to, neighboring property, or otherwise interferes with the quiet and peaceful

enjoyment by any other Owner of that Owner's Homesite. This restriction shall also not apply to a single flag pole which may not, however, extend higher than 22'.

2.17 **Window Tinting**. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the Declarant.

2.18 **Unit Air Conditioners**. No air conditioning units may be mounted to windows or walls unless the location, method of installation and appearance has been approved in writing by the Declarant. It is the intention of this provision to authorize the Declarant to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds; provided, however, that the Declarant shall not unreasonably withhold its approval of split systems which are compliant with the then-applicable AR Guidelines. All other air conditioning units shall be located in the Rear Yard or Side Yard and shall be effectively screened by plant matter or opaque fencing as required by the then-applicable AR Guidelines.

2.19 **Interior Maintenance**. Each individual Owner shall have the responsibility to maintain the interior of their respective Home in such fashion so as not to create a health or safety hazard to adjoining Homes or to create a nuisance.

2.20 **Vehicles**. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle or an Owner's vehicle used for their occupation, shall be parked or maintained on any Homesite or public right-of-way, except in an enclosed garage. No private passenger vehicle or Owner's occupational vehicle containing hazardous materials, fuel for other vehicles, noxious or offensive materials shall be parked or maintained on any Homesite or public right-of-way. No private passenger vehicle or Owner's occupational vehicle in excess of 1 ton size shall be parked or maintained on any Homesite or public right-of-way.

2.21 **Construction on Homesites**.

2.21.1 All construction on any Home shall be completed within twelve (12) months from the issuance of the building permit for that Home; provided, however that such restriction shall not apply to the construction of the Initial Home. If any construction on a Homesite, once commenced is discontinued for a period of at least sixty (60) consecutive days, the ARB and/or the Declarant shall have the right, in addition to any other rights and remedies hereunder, to require the Owner to raze (or repair any unsightliness caused by) all partially completed improvements on the Homesite, remove all debris and rubble, fill in all foundations, and/or return the Homesite to grade and landscape the entire Homesite with sod per the provisions of Section 2.23 hereof (to be maintained per Section 2.15 hereof), within thirty (30) days following written notice from the ARB or the Declarant.

2.21.2 All construction on any Homesite (including any remodeling or rebuild following a casualty) shall be: (a) subject to the provisions of Article 7 hereof, including the plan review provisions thereof; (b) subject to any approval rights of Declarant contained herein; and (c)

at that Homesite Owner's risk. Homesite Owner shall be responsible for any damage to Common Areas, other Homesites, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Homesite. Repairs of construction damage must be made by the Owner within thirty (30) days.

2.21.3 If the Owner fails to timely take the actions required under Sections 2.21.1 or 2.21.2 hereof, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite or upon the exterior of any Home for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section (whether on the Owner's Homesite, any other Homesite, any Common Areas, utilities, public rights-of-way, sidewalks or curbing) shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.22 **Recreational Equipment**. All recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard. Any other recreational equipment shall be kept within the Home except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Home.

2.23 **Grassed Areas and Yards**. All sodded areas on a Homesite shall be serviced by an in-ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Homesite in a neat, clean, orderly and healthy condition. Each Owner shall also maintain all sodded areas between the Owner's Homesite and the pavement of any adjacent paved street. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. All areas of the yard that are not landscaped must be sodded. All grass shall be of a type approved for use in the then-applicable AR Guidelines. Sodded areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. Owners may expand the size of, and create additional landscaped areas only upon prior written consent of the Declarant. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Home, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Home. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Homesite including any easements located on or adjacent thereto, including front, side, and rear road and utility easements. Owners are encouraged to and may add and replace landscape that is more

water-conservative and draught-tolerant than provided with the Initial Home, however, any such alterations visible from roadways or Common Areas must receive the prior written approval of the ARB, which shall require, at a minimum, that the aesthetics of such landscaping be compatible with the Home and the surrounding neighborhood.

2.23.1 **Vacant Homesites**. The grassy areas of any vacant Homesites shall be kept regularly mowed and trimmed, and all areas of vacant Homesites shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. If the Owner fails to maintain a vacant Homesite as so required, the Declarant shall have the right (but not the obligation) to take such actions, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.24 **Pools; Spas**. No above-ground pools are permitted within the Property. Above ground spas are permitted within the Property. All spas and in-ground pools shall include a paved patio extending from the Home and completely surrounding the pool and spa and shall be located in the Rear Yard. All pool and spa enclosures, including screening, must be approved by the Declarant.

2.25 **Compliance With Development Agreement**. No Homesite or Home may, at any time, be used in a way contrary to, or which would create a violation of any terms contained in the Development Agreement, as amended from time to time.

2.26 **Storage**. No items may be stored on a Homesite outside a Home or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, and equipment shall be stored by an Owner out of view, except when in use. If the Owner fails to comply with the foregoing requirements, the Declarant shall have the right (but not the obligation) to enter upon any Homesite for the purpose of removing any such unpermitted items, with any such entry by the Declarant or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.27 **Household Garbage and Yard Trash**. The Declarant will designate a solid waste hauler to service the Property and each Home must use and pay for garbage services provided by the solid waste hauler selected by the Declarant. Charges for trash service shall commence on the date the Owner purchase its Homesite and Home, and that the fees for such service is payable on a year-round basis, regardless of use or occupancy. No Homesite Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Homesite, except for the removal of lawn waste by a tree removal or landscaping service. No Homesite or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in the garage. On those days and only on those days when garbage pickup or trash pickup are made at the Homesite, the Owners shall place their garbage on their Homesite and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. Declarant and/or the solid waste hauler shall have the right to require that trash and garbage be put in receptacles for pickup, which receptacles shall be kept in the garage or at the rear of the Home out of sight from the street within an approved fenced or walled area. At any time that receptacles are required: (a) all receptacles will be removed from the curbside no later than sundown of the day of pickup, (b) all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle, and (c) in no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Home, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this Section, on a Homesite or on the Properties during construction of improvements to the Properties or construction of a Home. In the event any applicable garbage franchisee institutes a recycling program, Declarant reserves the right to require all Owners to participate in such program.

2.28 **Containers and Fuel Tanks**. All garbage and trash containers, bottled gas tanks, water softeners, and other similar tanks and containers shall be located in the garage or, subject to approval of the ARB, in the Rear Yard or a Side Yard adjacent to the Home (but in no event within any easements on the Homesite). Any such garbage or trash containers, bottled gas tanks, water softeners, and other similar containers located in the Rear Yard or Side Yard shall be located adjacent to the Home and, except for portable gas tanks typically used in connection with a propane grill, shall be installed underground or within an area screened by a wall, hedge, landscaping or fence which is not visible from any street or adjoining property.

2.29 **Gardens and Prohibited Plants**. Vegetable gardens may be grown only in the Rear Yard.

2.30 **Lighting**. All exterior lighting on any Homesite or Home must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Homesite upon which the lighting is erected. The Declarant shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the CDD, or any governmental entity.

2.31 **Driveways**. All driveways shall be constructed of concrete, and shall extend from the pavement of a street adjacent to the Homesite to the garage constructed on the Homesite. Driveways may be painted and designed with stamped concrete or pavers, provided that the design of the painting, stamped concrete, and pavers shall be harmonious with the design and color of the Home, and no murals, depictions, sayings, or other non-geometric designs shall be permitted. The Declarant shall have final discretion to determine whether driveway improvements are in compliance with this Section, and any Owner, prior to making any such improvements or changes to the driveway installed with the Initial Home, shall first obtain the written approval of the Declarant. No Owner or other person shall extend any street or road, or create any street or road upon its Homesite, and no Homesite may be used as ingress and egress to any other property.

2.32 **Mail boxes**. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner. All mail will be delivered to key-accessed mailbox installations in locations designated by the Declarant and approved by the United States postal service.

2.33 **Leases**. Leasing of all or any portion of a Home is restricted to residential uses for a minimum period of six (6) months. All leases shall be in writing, shall specify such residential restriction and shall provide that the Declarant shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. A copy of any such lease shall be delivered to the Declarant upon request. Each lease shall contain the following provision:

> "The lessee hereby acknowledges that this lease is subject to the *Declaration of Covenants and Restrictions for Middleton Unit No. 4*, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys fees."

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest, or licensee of a Home occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than six (6) months. The Declarant shall have the right to collect attorneys' fees against any occupant or tenant and the owner of the Home in the event that legal proceedings must be instituted against such occupant or tenant for his eviction or for enforcement of the Declaration. The Declarant is exempt from the provisions of this Section.

2.34 **Water and Sewer Systems**. Each Homesite will be serviced by a central water and sewer system. Septic systems, and private potable water or irrigation wells are prohibited.

2.35 **Water Management District Compliance**. Declarant shall, in constructing each Initial Home, comply with the construction plans for the Surface Water Management System approved and on file with SWFWMD. No Owner of property within the Property may construct

or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and Plat, unless prior approval is received from SWFWMD, and if applicable, any other appropriate governmental agency having jurisdiction. Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the Surface Water Management System approved and on file with SWFWMD and if such maintenance of designated flow paths is not properly undertaken by Owner, then the Declarant (and/or the CDD) shall have the right, but not the obligation enter onto the Homesite and reconstruct the intended flow pattern, with any such entry by the Declarant not being deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant or the CDD will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant or the CDD in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.36 **Maintenance of Perimeter Fences**. Any fences or walls, or combination thereof, constructed along Tracts C and D of the subdivision (collectively, the "**Perimeter Fence**") shall be maintained as follows: (i) for those portions of the Perimeter Fence lying between a Homesite and a Common Area of public right-of-way, then the exterior faces thereof (i.e., the faces of the Perimeter Fence facing away from any adjacent Homesites) shall be maintained by the CDD, and (ii) for the remainder of such Perimeter Fence, including but not limited to the structural integrity thereof, maintenance shall be the responsibility of the Owner (and if any repair or damage affects more than one Homesite, then each affected Owner shall proportionally share in the costs thereof). No Owner may paint, modify, alter, attach any object to, damage, or otherwise affect any portion of the Perimeter Fence, and Owners whose Homesites are adjacent to any portion of the Perimeter Fence shall pressure wash, when necessary, and clean the interior faces thereof (i.e., the faces of the Perimeter Fence facing towards the adjacent Homesite). Declarant shall maintain a fence plan detailing specifically which fences or walls are to be deemed portions of the Perimeter Fence, and said plan shall be made available to Owners and shall be conclusive. If the Owner fails to maintain any portion of the Perimeter Fence located on a Homesite as so required, the Declarant shall have the right (but not the obligation) to perform such maintenance, and if applicable, to enter upon any Homesite for the purpose of performing such actions, with any such entry by the Declaration or its agent shall not be deemed a trespass. Except in the case of an emergency representing immediate harm to person or property, no such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Declarant will exercise its right to enter the Property pursuant to this Section. Any and all costs incurred by the Declarant in taking such actions under this Section shall be paid for by the Owner within ten (10) days of demand, and shall in every respect constitute a lien on the Homesite or Home as would any other charge authorized hereunder.

2.37 **Restrictions on Use of Common Areas; Water Features**. Common Areas shall only be used for the purposes for which they are intended (i.e., parking areas for parking, playgrounds for playing, retention areas for water retention and fishing, etc.). The Declarant may promulgate reasonable rules and regulations governing use of the Common Areas from time to time, and the same shall be binding upon Owners. Notwithstanding the foregoing however, Owners acknowledge that the lakes, ponds, basins, retention and detention areas, marsh areas or other water-related areas within or outside of the Property ("**Water Features**") are designed to detain, or retain, stormwater runoff and are not necessarily recharged by springs, creeks, rivers or other bodies of water. In many instances, such Water Features are designed to retain more water than may exist from ordinary rainstorms in order to accommodate major flood events. The level of water contained within any particular Water Feature at any given time is also subject to fluctuation due to droughts, floods, excessive rain and/or distribution due to irrigation activities. Owner acknowledges that from time to time there may be no water in a Water Feature and that no representation has been made that the water depth or height will be at any particular level. Rules regarding access and use of the Water Features (i.e. fishing, boating, kayaking, etc.) shall be promulgated and enforced by the CDD, and each Owner, by acceptance of its Home and Homesite, acknowledges that it has no guaranty of a right to access or use any such Water Feature.

2.38 **Sounds**. All sounds emanating from a Home (whether from televisions, radios, computers, musical instruments, human voices, or otherwise) must be kept to a moderate level from 10:00 PM to one (1) hour before daylight.

2.39 **Solicitation**. Declarant reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Property.

2.40 **Rules and Regulations**. The Declarant reserves the right to establish such other reasonable rules and regulations governing the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of the Property, all of which will apply equally to the Owners. The rules and regulations may be contained in the AR Guidelines, or will become effective five (5) days following written notice to the Owners.

ARTICLE 3

PROPERTY SUBJECT TO THIS DECLARATION; ANNEXATIONS; PROPERTY RIGHTS

3.1 **The Property**. The Property as heretofore defined and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

3.2 **Annexation**. Additional land adjacent to the Property may be annexed to the Property by the Declarant without the consent of the Owners, provided the annexation does not change the general nature or character of the subdivision. Upon annexation of said additional land,

the Owners of Homesites within the land so annexed for all intents and purposes shall be deemed subject to the provisions of this Declaration, with the right to use the Common Areas identified herein, or identified within the supplemental declaration referred to hereafter. The Owners of the Homesites shall be subject to this Declaration and the rules and regulations contemplated hereby in the same manner and with the same effect as the original Owners, and shall have the same rights and obligations granted by this Declaration as the original Owners, except as may be specifically set forth in such supplemental declaration. When land is annexed, the Declarant shall file a supplemental declaration in the Public Records of the County, which supplemental declaration shall reference this Declaration and shall contain the legal description of the land annexed.

3.3 **Owner's Easements of Enjoyment**. Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Homesite subject to the following provisions:

3.3.1 any limitations or conditions set forth in the deed, grant of easement, license, this Declaration, Plat or other conveyance or agreement creating the right of the Declarant in and to that portion of the Common Areas, or creating the right of third parties in and to that portion of the Common Areas; and

3.3.2 the right of the Declarant to dedicate or transfer all or any part of the Common Areas to the CDD, or any other any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Declarant.

3.4 **Easement for Access and Drainage**. The CDD shall have a perpetual non-exclusive easement over all areas of the Storm Water Management System for access to operate, maintain or repair the system. By this easement the CDD shall have the right to enter upon any portion of any Homesite which is a part of the Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Storm Water Management System as required by the Southwest Florida Water Management District permit. Additionally, the CDD and the Declarant shall have a perpetual non-exclusive easement for drainage over the entire Storm Water Management System. No person shall alter the drainage flow of the Storm Water Management System, including buffer areas or swales, without the prior written approval of SWFWMD.

3.5 **Delegation of Use**. Any Owner shall delegate such Owner's right of enjoyment to the Common Areas and facilities to any tenant of the Home at the time of entering into a lease of the Home and Homesite (which lease shall be entered into in accordance with the terms of this Declaration). During any period in which Owner has so delegated such Owner's right of enjoyment, the Owner shall not have the right to exercise such right of enjoyment, it being the intent that only the current occupant of the Home and such occupant's guests shall have the foregoing right of enjoyment.

3.6 **Construction and Sales**. There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Homesites), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Homesites within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Homesites.

3.7 **Common Area Utility Easements**. To the extent that permits, licenses and easements over, upon or under the Common Areas are necessary to provide utility services and roads to the Property, or for such other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, each Owner and his heirs, successors and assigns, do hereby designate and appoint the Declarant as such Owner's agent and attorneys-in-fact with full power in such Owner's name, place and stead, to execute instruments creating, granting or modifying utility easements over the Common Areas; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.

3.8 **Easements Over Homesites**. Easements and rights of way are hereby (a) reserved by Declarant for the construction, installation, and maintenance of utilities such as electric lines, sanitary sewer, storm drainage, water lines, cable, telephone, irrigation lines and other utilities, together with rights of ingress and egress necessary for the full utilization thereof, (b) reserved to the Declarant for the construction, installation, and maintenance of any portion of the Perimeter Fence located on such Homesites, and (c) reserved by Declarant for landscaping. Such easements and rights of way are hereby reserved and granted over: (i) a seven and one-half (7 ½) foot width along the Rear Yard Homesite lines, (ii) a ten (10) feet width along the Front Yard Homesite lines, and (iii) a five (5) feet width along the Side Yard Homesite lines. All such utilities and facilities in the easement along the Front Yard Homesite line shall be flush with, or below grade; provided however, the foregoing restriction shall not prohibit above grade utilities and facilities in those areas of the Front Yard easement that are also burdened by the Side Yard easement created in this Section 3.8. The Declarant shall have the right, in its sole discretion, to reduce the size of the easements granted in this Section 3.8 for any particular Homesite. Utility providers utilizing such easements covenant, as a condition to the right to use such easement, not to interfere with or disturb any equipment install within the easement area and to repair the grading and landscaping disturbed in connection with any utilization of said easement. In addition to the foregoing reservations, each Owner acknowledges that: (i) it shall maintain any landscaping and buffer yards installed in any special easement designated on the Plat; and (ii) allow Declarant to enter onto the Homesite for the purpose of installing any utilities, landscaping or buffer yard on such special easement, which shall not be deemed a trespass.

3.9 **Easements Reserved to Declarant**. The Declarant hereby reserves unto itself, the right to grant easements over, upon, under and across all Common Areas, including, but not limited to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public

conveniences or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations, lift stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

ARTICLE 4

CDD

4.1 **Generally**. The CDD shall have such authority and perform those services consistent with Chapter 190 of the Florida Statutes with respect to the Property. Services shall include, but not be limited to the following:

4.1.1 Maintenance and repair of tracts conveyed to the CDD (whether by the Plat or otherwise), together with all improvements located thereon;

4.1.2 Maintenance and repair of areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public;

4.1.3 Pay for the cost of water and sewer provided by the applicable utility company serving the Property, together with the cost of garbage, electrical, lighting, telephone, gas and other necessary utility service for areas owned by the CDD or dedicated to the use and enjoyment of the residents of the CDD, the Property, or the public (to the extent such costs are not paid directly by Owners);

4.1.4 Maintenance and repair of the Storm Water Management System, including drainage easements and drain pipes not maintained by other utility providers, or the City of Wildwood;

4.1.5 Maintenance and repair of the landscaping and irrigation on islands and cul-de-sacs located within the roadways, if any;

4.1.6 Maintenance and repair of the Perimeter Fence in accordance with Section 2.36 hereof; and

4.1.7 Maintenance and repair, including structural repair, to the walls and/or fences located on or adjacent to Tract P of the subdivision.

4.2 **Fees**. Each Owner, by acceptance of the deed to their Homesite, acknowledges and agrees that the CDD shall have the right to impose fees on such Homesite and Owner for the provision of amenities or other services, and that such fees may be in addition to any sums payable or due hereunder.

4.3 **Delegation**. The Declarant shall have the right to delegate its rights and obligations hereunder to the CDD (which shall be in addition, if applicable, to the services specified in Section 4.1), and which shall include the right to enforce, on Declarant's behalf, the provisions of Article 2 hereof.

ARTICLE 5

LIENS

5.1 **Liens**. All sums charged against any Owner, Home or Homesite by Declarant or its designee (including, but not limited to the CDD) with respect to the matters set forth herein, together with court costs, reasonable attorneys' fees, late charges and interest (at the statutory rate) shall be secured by an equitable charge and continuing lien on such Homesite. Such lien shall be superior to all other liens and encumbrances on such Parcel from and after the date of recording of a claim of lien in the public records by the Declarant or its designee. Declarant shall have the power and authority, in its sole judgment and discretion, to release the lien or to subordinate it to any other lien. The Declarant shall have the right to take any action it may determine to collect the sums evidenced by any such lien or institute an action to foreclose said lien. The costs of collecting any such lien (including attorneys fees and costs) shall be included in such lien.

ARTICLE 6

DEFAULTS

6.1 **Defaults**. In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees of any of the provisions of this Declaration or the AR Guidelines, the Declarant shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within fourteen (14) days after written notice by the Declarant, or if any similar violation is thereafter repeated, the Declarant may, at its option take any one or all of the following actions:

6.1.1 Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

6.1.2 Commence an action to recover damages; and

6.1.3 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration,

improvement or change which has not been approved by the Declarant as provided herein, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Declarant in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Declarant in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be charged against the applicable Owner, shall be a lien on the Homesite, and shall be due upon written demand by the Declarant.

6.2 **Negligence**. An Owner shall be liable and may be charged by the Declarant for the expense of any maintenance, repairs or replacement rendered necessary by such Owner's act, neglect or carelessness.

6.3 **Responsibility of an Owner for Occupants, Tenants, Guests and Invitees**. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Home, and for all employees, tenants, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Declarant, the Owner shall be charged for same, which shall be a lien against such Owner's Homesite in accordance with the terms hereof. Furthermore, any violation of any of the provisions of this Declaration or the rules and regulations promulgated hereunder by any resident of any Home, or any guest or invitee of an Owner or of any resident of a Home shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

6.4 **Right of Declarant to Evict Tenants, Occupants, Guests, and Invitees**. With respect to any tenant or any person present in any Home or any portion of the Property, other than an Owner and the members of his or her immediate family permanently residing with him or her in the Home, if such person shall materially violate any provision of this Declaration or the rules and regulations promulgated hereunder, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Declarant or the CDD, then upon written notice by the Declarant such person shall be required to immediately leave the Property and if such person does not do so, the Declarant is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be charged to the applicable Owner payable within thirty (30) days of demand, and the Declarant may collect such sums and have a lien against the Home and the Owner for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Declarant.

6.5 **No Waiver**. The failure of the Declarant to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant to enforce such right, provision, covenant, or condition in the future.

6.6 **Rights Cumulative**. All rights, remedies and privileges granted to the Declarant pursuant to any terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Declarant thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

6.7 **Enforcement By or Against other Persons**. In addition to the foregoing, this Declaration may be enforced by Declarant (or its designee, which may include, but is not limited to the CDD), by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

6.8 **Delegation**. The Declarant shall have the right to delegate to the CDD its right to pursue the remedies and rights in this Article 6 as provided in Article 6 hereof, provided, however, that such delegation shall not limit the rights of Declarant hereunder.

ARTICLE 7

ARCHITECTURAL REVIEW

7.1 **Composition of Architectural Review Board**. The Declarant, acting in its own name or Declarant's appointed agent, shall constitute the Architectural Review Board (referred to herein as "**ARB**"). At such time as Declarant in its sole and absolute discretion shall determine, Declarant may, in lieu of continuing to serve as the ARB, transfer the authority to serve in that capacity to the CDD. The Declarant and/or the CDD, as applicable, may designate an agent or agent(s) from time to time to serve as the ARB.

7.2 **Matters Subject to Review**. After the Initial Home has been constructed and except for: (a) matters expressly reserved to the Declarant pursuant to the provisions of this Declaration and/or (b) matters which are expressly permitted in this Declaration without ARB review, no reconstruction, additions, alterations or modifications to the Home, or in the locations or utility connections of the Home, nor any buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without, in each instance, the prior written consent of the ARB; provided however that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the

provisions of this Article 7. Nothing contained herein shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure.

7.3 **Submission of Plans**. Prior to the initiation of construction upon any Homesite subject to the review of the ARB pursuant to Section 7.2, the Owner thereof shall first submit to the ARB any information deemed reasonably necessary by the ARB for the performance of its function. Such information may or may not include a complete set of plans and specifications for the proposed improvement, including site plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, approximate ground floor elevation in relation to the existing (natural) grade, and specifications of materials and exterior colors. As a precondition of approval of any plans and specifications or other materials submitted to it, the ARB may assess a reasonable fee, including a fee for initial review and approval and for inspections of construction to assure compliance with the approved plans and specifications and other materials.

7.4 **Plan Review**. Upon receipt by the ARB of all of the information required by this Article 7 for any matter requiring ARB review pursuant to this Declaration, the ARB shall have thirty (30) days in which to review said information. The proposed improvements will be approved if, in the reasonable opinion of the ARB (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or building set back lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; (iv) the improvements will be substantially completed, including all cleanup, within twelve (12) months of issuance of a building permit, (v) confirming that the improvements comply with the then-applicable AR Guidelines (or should be granted an exemption therefrom), and (vi) confirming that the proposed work complies with the construction plans for the Surface Water Management System approved and on file with SWFWMD. In the event that the ARB fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ARB's approval shall be deemed to have been granted without further action.

7.5 **Contingent Approval**. In the exercise of its sole discretion the ARB may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans.

7.6 **Maintenance**. All buildings, fences, walls, outbuildings, landscaping, or other structures or improvements approved by the ARB shall be maintained in accordance with the Plans submitted to the ARB, and in good condition as determined by the ARB, all consistent with the requirements of Article 2 hereof. Without limiting the foregoing, all landscaping shall be maintained in a healthy condition. Any failure to maintain any such buildings, fence, wall, outbuilding, landscaping, or other structures or improvements in accordance with the approval obtained from the ARB, and in reasonable condition as determined by the ARB, shall constitute a default hereunder, entitling the Declarant to pursue the remedies set forth therein, together with such other remedies are available at law or in equity.

7.7 **Non-Conforming Structures**. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 7 to the same extent as if erected without prior approval of the ARB. The Declarant may maintain an action at law or in equity for the removal or correction of the nonconforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

7.8 **Immunity of ARB Members**. No individual member of the ARB shall have any personal liability to any Owner or any other person for the acts or omissions of the ARB if such acts or omissions were committed in good faith and without malice. The Declarant shall defend any action brought against the ARB or any member thereof arising from acts or omissions of the ARB committed in good faith and without malice. Any approval given by the ARB, whether written, spoken, or implied, shall not constitute or imply compliance with this Declaration or any governmental regulations.

7.9 **Address for Notice**. Requests for approval or correspondence with the ARB shall be in writing and mailed or delivered to the principal office of the Declarant at that address, through an online process as may be established from time to time by Declarant, or such other address as may be designated from time to time by the Declarant. No correspondence or request for approval shall be deemed to have been received until actually received by the ARB in form satisfactory to the same.

7.10 **Variances**. The ARB may authorize variances in compliance with the architectural provisions, and all of the use restrictions, of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require and the other requirements of this Article 7 are met. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms or provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and setback requirements and requirements imposed by any governmental or municipal authority.

7.11 **Attorneys Fees and Costs**. For all purposes necessary to enforce or construe this Article, the ARB and the Declarant, shall be entitled to collect reasonable attorneys fees, costs and other expenses from the Owner whether or not judicial proceedings are involved. If such fees, costs or expenses are not paid by the Owner to the Declarant within fifteen (15) days of Declarant providing to Owner a written notice thereof, the Declarant may place a lien on such Owner's Homesite in the amount of said fees, costs, and expenses against such Owner which lien shall constitute a lien on the Owner's Homesite pursuant to Section 5.1 and shall be collectible as set forth in this Declaration.

ARTICLE 8
COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

8.1 **No Partition**. Recognizing that the full use and enjoyment of any Homesite is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Homesites, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as set forth in Section 3.5 hereof, or otherwise as an appurtenance to and in the same transaction with, a transfer of title to a Homesite. Any conveyance or transfer of a Homesite shall include the right to use and enjoyment of the Common Areas appurtenant to such Homesite subject to reasonable rules and regulations promulgated by the Declarant for such use and employment, whether or not such rights shall have been described or referred to in the deed by which said Homesite is conveyed.

ARTICLE 9

AMENDMENTS TO DECLARATION

9.1 **General Amendments**. This Declaration may be amended by Declarant, without the consent of any other Owner, at any time that Declarant is an Owner, and after such time, then this Declaration may be amended by the affirmative vote or written consent of the Owners owning not less than two-thirds (2/3) of the Homesites. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant (even after such time as Declarant no longer is an Owner) without the prior written consent of the Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

9.2 **Additional Requirements for Amendments**. Any amendment to this Declaration which alters the Storm Water Management System, beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of SWFWMD, notwithstanding any other provisions contained herein.

ARTICLE 10

STORM WATER MANAGEMENT SYSTEM

10.1 **Responsibility for Surface Water or Storm Water Management System**. Except for the obligations of Owners set forth in Section 2.35 hereof, the CDD shall be responsible for the maintenance, operation and repair of the Storm Water Management System. Maintenance of the Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by SWFWMD. The CDD, its successors and assigns, shall be responsible for such maintenance and operation (other than to the extent any other governmental body assumes responsibility for such maintenance and operation). Any repair or reconstruction of the Storm Water Management System shall be as permitted, or as modified, or as approved by SWFWMD.

10.2 **Enforcement**. SWFWMD shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

ARTICLE 11

GENERAL PROVISIONS

11.1 **Parties Who May Seek Enforcement**. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, or any rules and regulations of the Declarant promulgated hereunder, it shall be lawful for Declarant and any Owner (a) to initiate proceedings for the recovery of damages against those so violating or attempting to violate any such provisions or (b) to maintain proceedings in any court of competent jurisdiction against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all such violations or attempted violations or seeking any other legal or equitable relief available. Should any such party be required to enforce or defend the provisions hereof, its reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against whom enforcement is sought. In any proceedings by the Declarant against an Owner, collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of sums due, including, but not limited to, a foreclosure proceeding against the Owner's Homesite. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereof. Notwithstanding the foregoing, SWFWMD shall have the right to enforce, by proceeding in law

or equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Storm Water Management System.

11.2 **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.3 **Duration**. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than sixty-five percent (65%) of the Owners and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Homesites. Any revocation must be recorded.

11.4 **Transfer of Assets to Local Government**. The Declarant and/or the CDD may transfer Common Areas to any local government having jurisdiction over the same. Any such transfer may require that conditions of the local government entity be met prior to said transfer, including conversion of Declarant property to standards and conditions required by the local government.

11.5 **Litigation**. In any litigation arising out of, or relating to, this Declaration, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

11.6 **Development Agreement**. Each Owner, by acceptance of a deed to a Homesite, hereby automatically agrees that its Home, Homesite, all improvements and activities thereon and use thereof shall be subject to the Development Agreement, as it may be amended from time to time. Each Owner further acknowledges and agrees that Declarant, and its affiliates and assigns reserve the right to unilaterally amend the Development Agreement, including but not limited to, the right to add or incorporate additional lands and subdivisions to the property subject to the Development Agreement without the joinder of any Owner whatsoever, and each Owner waives any objection to such amendments of the Development Agreement.

[signature on following page]

DATED this 9th day of November, 2023.

WITNESSES:

Print Name: Zoey Devine

Print Name: Rosemary Karpovich

THE VILLAGES DEVELOPMENT COMPANY LLC,
a Florida limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: _____
Martin L. Dzuro, Manager

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me ☑ in person OR ☐ via online notarization this 9th day of November, 2023, by Martin L. Dzuro, as Manager of and on behalf of VDC Manager, LLC, a Florida limited liability company, the Manager of The Villages Development Company, LLC, a Florida limited liability company, for the purposes expressed herein, and who is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Print Name: Zoey Devine
Serial/Commission Number: _____
Commission Expires: _____

ZOEY DEVINE
Commission # HH 390980
Expires June 25, 2027

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046504 Date: 12/12/2023 Time: 3:46PM
Page 27 of 34 B: 4572 P: 366 By: BO

Middleton Unit 4 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
2	18'	10'	5'	7.5'
3	18'	10'	5'	7.5'
4	18'	10'	5'	7.5'
5	18'	10'	5'	7.5'
6	18'	10'	5'	7.5'
7	18'	10'	5'	7.5'
8	18'	10'	5'	7.5'
10	18'	10'	5'	7.5'
11	18'	10'	5'	7.5'
12	18'	10'	5'	7.5'
13	18'	10'	5'	7.5'
15	18'	10'	5'	7.5'
16	18'	10'	5'	7.5'
18	18'	10'	5'	7.5'
19	18'	10'	5'	7.5'
20	18'	10'	5'	7.5'
21	18'	10'	5'	7.5'
22	18'	10'	5'	7.5'
23	18'	10'	5'	7.5'
24	18'	10'	5'	7.5'
25	18'	10'	5'	7.5'
26	18'	10'	5'	7.5'
27	18'	10'	5'	7.5'
28	18'	10'	5'	7.5'
29	18'	10'	5'	7.5'
30	18'	10'	5'	7.5'
31	18'	10'	5'	7.5'
32	18'	10'	5'	7.5'
33	18'	10'	5'	7.5'
34	18'	10'	5'	7.5'
36	18'	10'	5'	7.5'
37	18'	10'	5'	7.5'
38	18'	10'	5'	7.5'
39	18'	10'	5'	7.5'
40	18'	10'	5'	7.5'
41	18'	10'	5'	7.5'
42	18'	10'	5'	7.5'
43	18'	10'	5'	7.5'
44	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046504 Date: 12/12/2023 Time: 3:46PM
Page 28 of 34 B: 4572 P: 367 By: BO

Middleton Unit 4 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
45	18'	10'	5'	7.5'
46	18'	10'	5'	7.5'
47	18'	10'	5'	7.5'
48	18'	10'	5'	7.5'
49	18'	10'	5'	7.5'
50	18'	10'	5'	7.5'
51	18'	10'	5'	7.5'
53	18'	10'	5'	7.5'
55	10'	10'	5'	7.5'
56	10'	10'	5'	7.5'
57	10'	10'	5'	7.5'
58	10'	10'	5'	7.5'
59	10'	10'	5'	7.5'
60	18'	10'	5'	7.5'
61	18'	10'	5'	7.5'
62	18'	10'	5'	7.5'
63	18'	10'	5'	7.5'
64	18'	10'	5'	7.5'
65	18'	10'	5'	7.5'
66	18'	10'	5'	7.5'
67	18'	10'	5'	7.5'
68	18'	10'	5'	7.5'
69	18'	10'	5'	7.5'
70	10'	10'	5'	7.5'
71	10'	10'	5'	7.5'
72	10'	10'	5'	7.5'
73	10'	10'	5'	7.5'
74	10'	10'	5'	7.5'
75	10'	10'	5'	7.5'
76	10'	10'	5'	7.5'
77	10'	10'	5'	7.5'
78	10'	10'	5'	7.5'
79	10'	10'	5'	7.5'
80	10'	10'	5'	7.5'
81	10'	10'	5'	7.5'
82	10'	10'	5'	7.5'
83	10'	10'	5'	7.5'
84	10'	10'	5'	7.5'
85	10'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046504 Date: 12/12/2023 Time: 3:46PM
Page 29 of 34 B: 4572 P: 368 By: BO

Middleton Unit 4 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
86	10'	10'	5'	7.5'
87	10'	10'	5'	7.5'
88	10'	10'	5'	7.5'
89	10'	10'	5'	7.5'
91	25'	10'	5'	7.5'
92	25'	10'	5'	7.5'
93	25'	10'	5'	7.5'
94	25'	10'	5'	7.5'
97	18'	10'	5'	7.5'
98	18'	10'	5'	7.5'
99	18'	10'	5'	7.5'
101	18'	10'	5'	7.5'
102	18'	10'	5'	7.5'
103	18'	10'	5'	7.5'
104	18'	10'	5'	7.5'
105	18'	10'	5'	7.5'
106	18'	10'	5'	7.5'
109	18'	10'	5'	7.5'
110	18'	10'	5'	7.5'
111	18'	10'	5'	7.5'
114	10'	10'	5'	7.5'
115	10'	10'	5'	7.5'
116	10'	10'	5'	7.5'
119	18'	10'	5'	7.5'
120	18'	10'	5'	7.5'
121	18'	10'	5'	7.5'
122	18'	10'	5'	7.5'
123	18'	10'	5'	7.5'
126	18'	10'	5'	7.5'
127	18'	10'	5'	7.5'
129	10'	10'	5'	7.5'
130	10'	10'	5'	7.5'
131	10'	10'	5'	7.5'
134	18'	10'	5'	7.5'
135	18'	10'	5'	7.5'
138	10'	10'	5'	7.5'
139	10'	10'	5'	7.5'
142	18'	10'	5'	7.5'
145	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046504 Date: 12/12/2023 Time: 3:46PM
Page 30 of 34 B: 4572 P: 369 By: BO

Middleton Unit 4 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
146	18'	10'	5'	7.5'
147	18'	10'	5'	7.5'
148	18'	10'	5'	7.5'
151	18'	10'	5'	7.5'
154	18'	10'	5'	7.5'
155	18'	10'	5'	7.5'
158	18'	10'	5'	7.5'
159	18'	10'	5'	7.5'
162	18'	10'	5'	7.5'
163	18'	10'	5'	7.5'
166	18'	10'	5'	7.5'
167	18'	10'	5'	7.5'
170	18'	10'	5'	7.5'
171	18'	10'	5'	7.5'
174	18'	10'	5'	7.5'
175	18'	10'	5'	7.5'
176	18'	10'	5'	7.5'
177	18'	10'	5'	7.5'
178	18'	10'	5'	7.5'
179	18'	10'	5'	7.5'
180	18'	10'	5'	7.5'
181	18'	10'	5'	7.5'
182	18'	10'	5'	7.5'
183	18'	10'	5'	7.5'
186	18'	10'	5'	7.5'
187	18'	10'	5'	7.5'
190	18'	10'	5'	7.5'
191	18'	10'	5'	7.5'
192	18'	10'	5'	7.5'
193	18'	10'	5'	7.5'
194	18'	10'	5'	7.5'
195	18'	10'	5'	7.5'
196	18'	10'	5'	7.5'
197	18'	10'	5'	7.5'
198	18'	10'	5'	7.5'
199	18'	10'	5'	7.5'
200	18'	10'	5'	7.5'
201	18'	10'	5'	7.5'
202	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046504 Date: 12/12/2023 Time: 3:46PM
Page 31 of 34 B: 4572 P: 370 By: BO

Middleton Unit 4 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
203	18'	10'	5'	7.5'
204	18'	10'	5'	7.5'
205	18'	10'	5'	7.5'
206	18'	10'	5'	7.5'
208	10'	10'	5'	7.5'
211	18'	10'	5'	7.5'
212	18'	10'	5'	7.5'
213	18'	10'	5'	7.5'
214	18'	10'	5'	7.5'
215	18'	10'	5'	7.5'
216	18'	10'	5'	7.5'
219	18'	10'	5'	7.5'
220	18'	10'	5'	7.5'
221	18'	10'	5'	7.5'
222	18'	10'	5'	7.5'
223	18'	10'	5'	7.5'
224	18'	10'	5'	7.5'
227	18'	10'	5'	7.5'
228	18'	10'	5'	7.5'
229	18'	10'	5'	7.5'
230	18'	10'	5'	7.5'
233	18'	10'	5'	7.5'
234	18'	10'	5'	7.5'
235	18'	10'	5'	7.5'
238	18'	10'	5'	7.5'
239	18'	10'	5'	7.5'
242	18'	10'	5'	7.5'
243	18'	10'	5'	7.5'
244	18'	10'	5'	7.5'
245	18'	10'	5'	7.5'
246	18'	10'	5'	7.5'
248	18'	10'	5'	7.5'
249	18'	10'	5'	7.5'
250	18'	10'	5'	7.5'
253	18'	10'	5'	7.5'
254	18'	10'	5'	7.5'
255	18'	10'	5'	7.5'
258	18'	10'	5'	7.5'
259	18'	10'	5'	7.5'

Exhibit "A"

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046504 Date: 12/12/2023 Time: 3:46PM
Page 32 of 34 B: 4572 P: 371 By: BQ

Middleton Unit 4 - Non Corner Home Sites				
Non Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback	Rear Yard Improvement Setback
260	18'	10'	5'	7.5'
262	18'	10'	5'	7.5'
263	18'	10'	5'	7.5'
265	18'	10'	5'	7.5'
266	18'	10'	5'	7.5'
267	18'	10'	5'	7.5'
268	18'	10'	5'	7.5'
271	18'	10'	5'	7.5'
272	18'	10'	5'	7.5'
273	18'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046504 Date: 12/12/2023 Time: 3:46PM
Page 33 of 34 B: 4572 P: 372 By: BO

Middleton Unit 4 - Corner Home Sites					
Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
1	18'	10'	10'	5'	7.5'
9	18'	10'	10'	5'	7.5'
14	18'	10'	10'	5'	7.5'
17	18'	10'	10'	5'	7.5'
35	18'	10'	10'	5'	7.5'
52	18'	10'	10'	5'	7.5'
54	10'	10'	10'	5'	7.5'
90	25'	10'	10'	5'	7.5'
95	25'	10'	10'	5'	7.5'
96	18'	10'	10'	5'	7.5'
100	18'	10'	10'	5'	7.5'
107	18'	10'	10'	5'	7.5'
108	18'	10'	10'	5'	7.5'
112	18'	10'	10'	5'	7.5'
113	10'	10'	10'	5'	7.5'
117	10'	10'	10'	5'	7.5'
118	18'	10'	10'	5'	7.5'
124	18'	10'	10'	5'	7.5'
125	18'	10'	10'	5'	7.5'
128	18'	10'	10'	5'	7.5'
132	10'	10'	10'	5'	7.5'
133	18'	10'	10'	5'	7.5'
136	18'	10'	10'	5'	7.5'
137	10'	10'	10'	5'	7.5'
140	10'	10'	10'	5'	7.5'
141	18'	10'	10'	5'	7.5'
143	18'	10'	10'	5'	7.5'
144	18'	10'	10'	5'	7.5'
149	18'	10'	10'	5'	7.5'
150	18'	10'	10'	5'	7.5'
152	18'	10'	10'	5'	7.5'
153	18'	10'	10'	5'	7.5'
156	18'	10'	10'	5'	7.5'
157	18'	10'	10'	5'	7.5'
160	18'	10'	10'	5'	7.5'
161	18'	10'	10'	5'	7.5'
164	18'	10'	10'	5'	7.5'

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202360046504 Date: 12/12/2023 Time: 3:46PM
Page 34 of 34 B: 4572 P: 373 By: BO

Middleton Unit 4 - Corner Home Sites					
Corner Home Sites	Front Yard Garage Setback	Front Yard Improvement Setback	Side Yard Improvement Setback Along Roadways	Side Yard Improvement Setback Not Along Roadways	Rear Yard Improvement Setback
165	18'	10'	10'	5'	7.5'
168	18'	10'	10'	5'	7.5'
169	18'	10'	10'	5'	7.5'
172	18'	10'	10'	5'	7.5'
173	18'	10'	10'	5'	7.5'
184	18'	10'	10'	5'	7.5'
185	18'	10'	10'	5'	7.5'
188	18'	10'	10'	5'	7.5'
189	18'	10'	10'	5'	7.5'
207	18'	10'	10'	5'	7.5'
209	10'	10'	10'	5'	7.5'
210	18'	10'	10'	5'	7.5'
217	18'	10'	10'	5'	7.5'
218	18'	10'	10'	5'	7.5'
225	18'	10'	10'	5'	7.5'
226	18'	10'	10'	5'	7.5'
231	18'	10'	10'	5'	7.5'
232	18'	10'	10'	5'	7.5'
236	18'	10'	10'	5'	7.5'
237	18'	10'	10'	5'	7.5'
240	18'	10'	10'	5'	7.5'
241	18'	10'	10'	5'	7.5'
247	18'	10'	10'	5'	7.5'
251	18'	10'	10'	5'	7.5'
252	18'	10'	10'	5'	7.5'
256	18'	10'	10'	5'	7.5'
257	18'	10'	10'	5'	7.5'
261	18'	10'	10'	5'	7.5'
264	18'	10'	10'	5'	7.5'
269	18'	10'	10'	5'	7.5'
270	18'	10'	10'	5'	7.5'
274	18'	10'	10'	5'	7.5'

Exhibit I

CDD ESTABLISHING DOCUMENS

239.50

Return to: ✓
City of Wildwood
100 N. Main Street
Wildwood, FL 34785

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 1 of 28 B: 4283 P: 405 By: BO

ORDINANCE NO. O2022-35

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, ESTABLISHING AND NAMING MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A IN ACCORDANCE WITH CHAPTER 190 OF THE FLORIDA STATUTES; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; GRANTING SPECIAL POWERS; NAMING THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 190, Florida Statutes, The Villages Development Company, LLC ("Petitioner"), has petitioned the City Commission of the City of Wildwood, Florida ("Commission"), to adopt an ordinance establishing the Middleton Community Development District A ("District"), pursuant to Chapter 190, Florida Statutes (2021); and,

WHEREAS, Petitioner is a Florida limited liability company authorized to conduct business in the State of Florida; and,

WHEREAS, pursuant to Chapter 190, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the petition for establishment ("Petition") at a duly noticed public hearing conducted by the Commission; and,

WHEREAS, upon consideration of the record established at that hearing, the Commission determined that the statements within the Petition are true and correct; that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the local government comprehensive plan; that the land within the District is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community; that the District is the best alternative available for delivering community development services and facilities to the area served by the District; that the services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities and that the area to be served by the District is amenable to separate special-district governance; and,

WHEREAS, establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition.

NOW, THEREFORE, be it ordained by the City Commission of the City of Wildwood,

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 2 of 28 B: 4283 P: 406 By: BO

Florida, as follows:

SECTION 1: RECITALS. That the recitals above are hereby incorporated as if fully set forth herein.

SECTION 2: AUTHORITY. This Ordinance is adopted in compliance with, and pursuant to, the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (2021).

SECTION 3: DISTRICT NAME. There is hereby established a community development district situated within the City of Wildwood, Florida, which shall be known as the "Middleton Community Development District A".

SECTION 4: EXTERNAL BOUNDARIES OF THE DISTRICT. Encompassing approximately 2,484.60 acres, the external boundaries of the District are described in Exhibit A attached hereto.

SECTION 5: POWERS AND FUNCTIONS. The powers and functions of the District are described in Chapter 190, Florida Statutes. Consent is hereby given to the District's Board of Supervisors to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities described and authorized by section 190.012(3)(a), (d) and (e), Florida Statutes, as long as they do not conflict with systems and facilities provided by the City of Wildwood.

SECTION 6: BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Scott Renick, Lorraine Flores, Brandon Matulka, Lane Munz and Bob Trinh. All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 7: SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance, or any particular application thereof, is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of said Ordinance.

SECTION 8: EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ORDAINED this 9th day of May, 2022, by the City Commission of the City of Wildwood, Florida.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 3 of 28 B: 4283 P: 407 By: BO

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

Ed Wolf, Mayor

ATTEST: _____
Susan Patterson, City Clerk

First Reading: 4.25.2022

Second Reading: 5.9.2022

Approved as to form and Legal Sufficiency:

_____
City Attorney

Inst. Number: 202260028821 Book: 4283 Page: 408 Page 4 of 28 Date: 6/6/2022 Time: 10:08 AM
Gloria Hayward Clerk of Courts, Sumter County, Florida

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 4 of 28 B: 4283 P: 408 By: BO

NELSON MULLINS

Jo O. Thacker
T: (407) 839-4230
jo.thacker@nelsonmullins.com

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

390 North Orange Avenue, Suite 1400
Orlando, FL 32801
T: 407.839.4200 F: 407.425.8377
nelsonmullins.com

March 1, 2022

VIA FEDEX

Mr. Jason F. McHugh
City Manager
City Hall
100 N Main St.
Wildwood, FL 34785

RE: Petition to Establish Middleton Community Development District A

Dear Mr. McHugh:

Attached please find the following original documents for filing:

- Petition to Establish Middleton Community Development District A; and
- Check No. 989417 for $15,000.00 for the filing fee.

If you have any question or comment, please contact me.

Sincerely,

Jo O. Thacker

Attachments

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 5 of 28 B: 4283 P: 409 By: BO

PETITION TO ESTABLISH MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

Petitioner, The Villages Development Company, LLC, a Florida limited liability company, petitions the City of Wildwood, Florida (hereinafter referred to as "City") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, to adopt an ordinance to establish a Community Development District and to designate the boundaries of the District, and states as follows:

1. Petitioner is a Florida limited liability company with its principal place of business at 3619 Kiessel Road, The Villages, Florida 32163.

2. The boundary of the District comprises approximately 2,484.6 acres. A map showing the location of the District is attached as **Exhibit 1.** All of the land in the proposed District is within the City.

3. A metes and bounds legal description and sketch of the external boundaries of the District is attached as **Exhibit 2.**

4. Attached as **Exhibit 3** is documentation constituting written consent to establishment of the District by the owners of the real property to be included in the District.

5. The five (5) persons designated to serve as the initial members of the Board of Supervisors of the District are named in **Exhibit 4** attached hereto.

6. The proposed name of the District is Middleton Community Development District A.

7. The utilities are currently under construction and there are no major trunk water mains, sewer interceptors, or outfalls in existence at this time.

8. The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, are attached as **Exhibit 5.**

9. All of the property to be included in the District, as shown in **Exhibit 6** will be residential pursuant to the approved development plan of The Villages of Southern Oaks (VOSO) Age Restricted Development as amended from time to time.

10. The Statement of Estimated Regulatory Costs of the granting of this Petition and the establishment of the District is attached as **Exhibit 7.**

WHEREFORE, Petitioner respectfully requests the City to:

A. Schedule a public hearing on March 28, 2022 to consider this Petition filed pursuant to the uniform procedures set forth in Section 190.005(2), Florida Statutes.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 6 of 28 B: 4283 P: 410 By: BO

B. Grant the Petition and adopt an ordinance to establish the District and designate the boundary the District, pursuant to Sections 190.005(2), Florida Statutes.

RESPECTFULLY SUBMITTED this _____ day of _____, 2022.

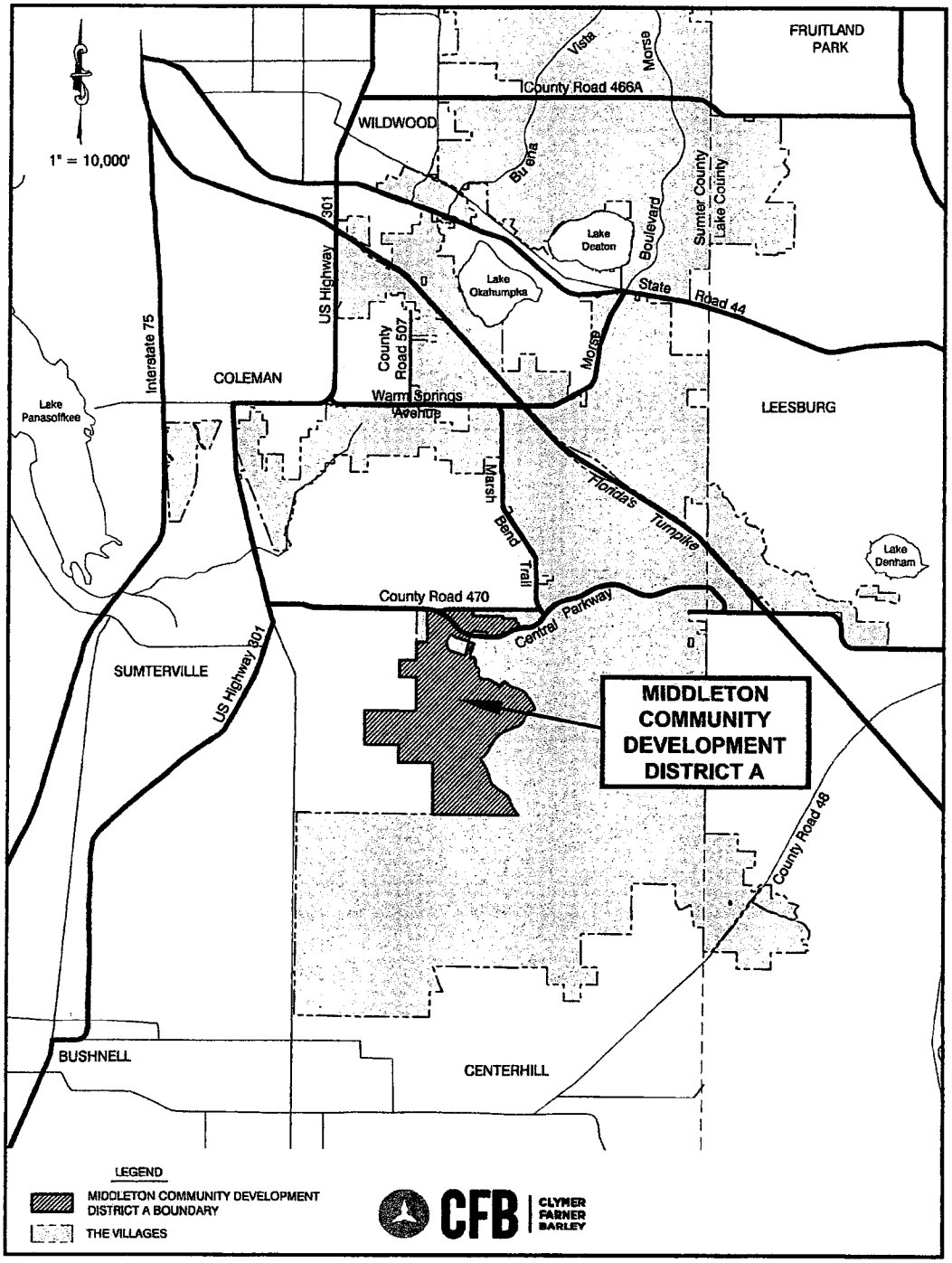
THE VILLAGES DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

By: VDC MANAGER, LLC,
a Florida limited liability company,
its Manager

By: _____
Kelsea Morse Manly, Manager

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 7 of 28 B: 4283 P: 411 By: BO

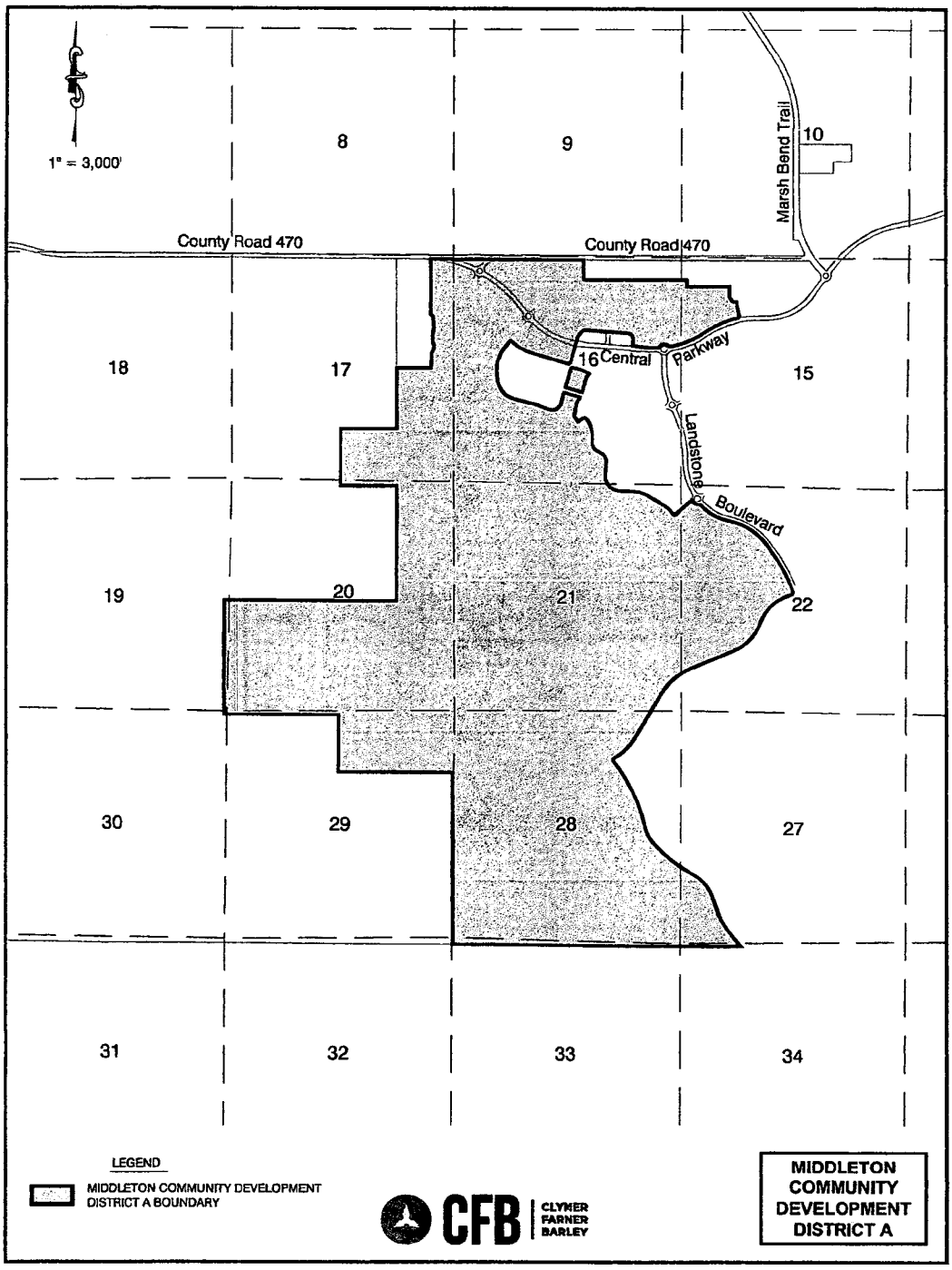
EXHIBIT 1



GENERAL LOCATION MAP

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 8 of 28 B: 4283 P: 412 By: BO

EXHIBIT 2



MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 9 of 28 B: 4283 P: 413 By: BO

LEGAL DESCRIPTION OF THE MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A APPROXIMATELY 2484.6 ACRES

A PARCEL OF LAND LYING WITHIN SECTIONS 15, 16, 17, 20, 21, 22, 27, 28 AND 29, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG THE NORTH LINE THEREOF RUN N89°41'47"W, 1,333.69 FEET TO THE NORTHWEST CORNER OF THE EAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE THEREOF RUN S00°05'18"E, 2,563.07 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN N89°54'42"E, 803.28 FEET; THENCE N32°37'22"E, 17.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 15.07 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°48'40", AN ARC DISTANCE OF 9.94 FEET TO THE POINT OF TANGENCY; THENCE N00°09'19"E, 239.44 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 237.63 FEET AND A CHORD BEARING AND DISTANCE OF N15°04'36"E, 145.12 FEET TO WHICH A RADIAL LINE BEARS S87°17'55"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°33'24", AN ARC DISTANCE OF 147.47 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 179.10 FEET AND A CHORD BEARING AND DISTANCE OF N00°07'35"E, 172.91 FEET TO WHICH A RADIAL LINE BEARS S61°00'36"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°43'37", AN ARC DISTANCE OF 180.45 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF N14°31'21"W, 50.15 FEET TO WHICH A RADIAL LINE BEARS S60°57'17"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°02'43", AN ARC DISTANCE OF 50.69 FEET TO THE POINT OF TANGENCY; THENCE N00°00'00"E, 149.16 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 198.37 FEET AND A CHORD BEARING AND DISTANCE OF N12°46'28"E, 66.00 FEET TO WHICH A RADIAL LINE BEARS N86°48'04"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°09'03", AN ARC DISTANCE OF 66.31 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 192.63 FEET AND A CHORD BEARING AND DISTANCE OF N04°55'00"E, 109.23 FEET TO WHICH A RADIAL LINE BEARS S68°36'46"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°56'28", AN ARC DISTANCE OF 110.75 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF N05°07'23"W, 62.26 FEET TO WHICH A RADIAL LINE BEARS S79°46'27"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°12'20", AN ARC DISTANCE OF 62.34 FEET TO THE POINT OF TANGENCY; THENCE N00°01'13"W, 160.04 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF N28°42'14"W, 24.30 FEET TO WHICH A RADIAL LINE BEARS S89°37'49"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°08'50", AN ARC DISTANCE OF 25.37 FEET TO THE POINT OF

TANGENCY; THENCE N57°46'39"W, 58.23 FEET; THENCE N00°05'18"W, 1,285.48 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 18580-2601; THE FOLLOWING SEVEN (7) COURSES BEING ALONG SAID SOUTH RIGHT OF WAY LINE: RUN S89°41'47"E, 499.19 FEET; THENCE S00°18'13"W, 10.00 FEET; THENCE S89°41'47"E, 33.60 FEET; THENCE S89°47'31"E, 166.50 FEET; THENCE N00°12'29"E, 10.00 FEET; THENCE S89°47'31"E, 2,529.50 FEET; THENCE S89°52'59"E, 375.37 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN S00°00'00"E, 462.00 FEET; THENCE S89°52'59"E, 2,304.21 FEET; THENCE S89°43'47"E, 114.80 FEET; THENCE S00°00'00"E, 155.00 FEET; THENCE S89°43'47"E, 1,010.59 FEET; THENCE S00°16'13"W, 246.77 FEET; THENCE S35°41'54"E, 98.14 FEET; THENCE S69°57'28"E, 48.40 FEET; THENCE S87°55'59"E, 65.31 FEET; THENCE S05°50'08"E, 82.28 FEET; THENCE S13°02'33"E, 285.80 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,133.00 FEET AND A CHORD BEARING AND DISTANCE OF S68°49'14"W, 796.22 FEET TO WHICH A RADIAL LINE BEARS N10°25'21"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°30'50", AN ARC DISTANCE OF 800.92 FEET TO THE POINT OF TANGENCY; THENCE S58°03'49"W, 181.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2,033.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46'48", AN ARC DISTANCE OF 772.81 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°55'05", AN ARC DISTANCE OF 88.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 123.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°15'33", AN ARC DISTANCE OF 176.59 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 90.00 FEET AND A CHORD BEARING AND DISTANCE OF S57°48'41"W, 93.28 FEET TO WHICH A RADIAL LINE BEARS S63°24'12"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 62°25'46", AN ARC DISTANCE OF 98.06 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2,033.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°10'03", AN ARC DISTANCE OF 183.36 FEET TO THE POINT OF TANGENCY; THENCE N85°48'23"W, 223.83 FEET; THENCE N73°23'56"W, 51.20 FEET; THENCE N85°48'23"W, 118.96 FEET; THENCE N04°11'37"E, 159.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'05", AN ARC DISTANCE OF 188.50 FEET TO THE POINT OF TANGENCY; THENCE N85°48'28"W, 433.09 FEET; THENCE N85°49'47"W, 578.50 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 105.00 FEET AND A CHORD BEARING AND DISTANCE OF S68°06'32"W, 92.19 FEET TO WHICH A RADIAL LINE BEARS N04°08'54"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°04'44", AN ARC DISTANCE OF 95.44 FEET TO THE POINT OF TANGENCY; THENCE S42°04'10"W, 135.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 236.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°27'07", AN ARC DISTANCE OF 10.10 FEET; THENCE ALONG A NON-

TANGENT LINE RUN S16°05'58"W, 662.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 12.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 19.63 FEET TO THE POINT OF TANGENCY; THENCE N73°54'02"W, 947.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 487.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°59'27", AN ARC DISTANCE OF 110.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 512.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°53'32", AN ARC DISTANCE OF 70.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 648.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°37'52", AN ARC DISTANCE OF 210.87 FEET TO THE POINT OF TANGENCY; THENCE N50°10'15"W, 158.48 FEET; THENCE S39°49'45"W, 224.12 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 809.48 FEET AND A CHORD BEARING AND DISTANCE OF S27°33'10"W, 363.78 FEET TO WHICH A RADIAL LINE BEARS N49°27'43"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°58'14", AN ARC DISTANCE OF 366.92 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 502.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°50'40", AN ARC DISTANCE OF 138.96 FEET TO THE POINT OF TANGENCY; THENCE S01°16'37"E, 106.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 839.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°10'12", AN ARC DISTANCE OF 178.31 FEET; THENCE ALONG A RADIAL LINE RUN S76°33'11"W, 13.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 852.50 FEET AND A CHORD BEARING AND DISTANCE OF S19°00'35"E, 165.28 FEET TO WHICH A RADIAL LINE BEARS S76°33'11"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°07'32", AN ARC DISTANCE OF 165.54 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 527.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°33'16", AN ARC DISTANCE OF 474.64 FEET TO THE POINT OF TANGENCY; THENCE S76°07'37"E, 478.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 972.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°07'51", AN ARC DISTANCE OF 104.06 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 3,647.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°40'00", AN ARC DISTANCE OF 233.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 227.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 97°34'16", AN ARC DISTANCE OF 387.42 FEET TO THE POINT OF TANGENCY; THENCE N16°05'58"E, 261.43 FEET; THENCE S72°58'38"E, 379.61 FEET; THENCE S14°12'14"W, 46.54 FEET; THENCE S47°55'49"W, 40.13 FEET; THENCE S25°01'13"W, 72.97 FEET; THENCE S11°21'25"W, 307.93 FEET; THENCE S31°59'24"E, 156.47 FEET; THENCE N58°00'36"E, 134.46 FEET; THENCE

N62°49'35"E, 22.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 53.50 FEET AND A CHORD BEARING AND DISTANCE OF S82°35'10"E, 58.97 FEET TO WHICH A RADIAL LINE BEARS N26°01'45"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 66°53'10", AN ARC DISTANCE OF 62.45 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 503.29 FEET AND A CHORD BEARING AND DISTANCE OF S28°40'04"E, 264.69 FEET TO WHICH A RADIAL LINE BEARS N46°05'13"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°29'27", AN ARC DISTANCE OF 267.83 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 914.39 FEET AND A CHORD BEARING AND DISTANCE OF S05°52'15"E, 257.92 FEET TO WHICH A RADIAL LINE BEARS N76°01'17"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°12'56", AN ARC DISTANCE OF 258.79 FEET; THENCE ALONG A NON-TANGENT LINE RUN S01°59'07"W, 70.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 230.50 FEET AND A CHORD BEARING AND DISTANCE OF S35°44'10"E, 283.77 FEET TO WHICH A RADIAL LINE BEARS N87°44'36"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°59'08", AN ARC DISTANCE OF 305.69 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 241.72 FEET AND A CHORD BEARING AND DISTANCE OF S34°22'33"E, 303.85 FEET TO WHICH A RADIAL LINE BEARS N16°41'03"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 77°52'47", AN ARC DISTANCE OF 328.56 FEET; THENCE ALONG A NON-TANGENT LINE RUN S04°36'22"W, 278.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 338.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°36'22", AN ARC DISTANCE OF 535.30 FEET TO THE POINT OF TANGENCY; THENCE S86°00'00"E, 383.46 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 670.76 FEET AND A CHORD BEARING AND DISTANCE OF S72°35'20"E, 311.49 FEET TO WHICH A RADIAL LINE BEARS N03°59'06"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°51'08", AN ARC DISTANCE OF 314.36 FEET; THENCE ALONG A NON-TANGENT LINE RUN S59°10'40"E, 433.71 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 654.39 FEET AND A CHORD BEARING AND DISTANCE OF S48°59'03"E, 229.24 FEET TO WHICH A RADIAL LINE BEARS N30°55'40"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°10'33", AN ARC DISTANCE OF 230.43 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 168.50 FEET AND A CHORD BEARING AND DISTANCE OF S34°21'30"E, 24.73 FEET TO WHICH A RADIAL LINE BEARS N51°25'58"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°25'03", AN ARC DISTANCE OF 24.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 181.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°50'06", AN ARC DISTANCE OF 53.33 FEET TO THE POINT OF TANGENCY; THENCE S46°59'05"E, 44.43 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,087.68 FEET AND A CHORD BEARING AND DISTANCE OF N42°18'34"E, 64.00 FEET TO WHICH A RADIAL

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 13 of 28 B: 4283 P: 417 By: BO

LINE BEARS N49°22'36"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°22'19", AN ARC DISTANCE OF 64.01 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,250.00 FEET AND A CHORD BEARING AND DISTANCE OF N49°09'44"E, 437.58 FEET TO WHICH A RADIAL LINE BEARS N46°25'05"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°09'38", AN ARC DISTANCE OF 438.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°09'51", AN ARC DISTANCE OF 83.96 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 123.00 FEET AND A CHORD BEARING AND DISTANCE OF S43°12'04"E, 190.58 FEET TO WHICH A RADIAL LINE BEARS N82°25'18"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 101°33'32", AN ARC DISTANCE OF 218.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°30'10", AN ARC DISTANCE OF 84.57 FEET TO THE POINT OF TANGENCY; THENCE S46°28'40"E, 96.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°29'09", AN ARC DISTANCE OF 642.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,450.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°23'16", AN ARC DISTANCE OF 1,148.64 FEET TO THE POINT OF TANGENCY; THENCE S34°34'32"E, 424.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2,530.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°27'38", AN ARC DISTANCE OF 815.16 FEET; THENCE ALONG A NON-TANGENT LINE RUN S68°48'08"W, 213.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 965.05 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°44'32", AN ARC DISTANCE OF 736.76 FEET TO THE POINT OF TANGENCY; THENCE S25°03'37"W, 250.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,070.04 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°02'17", AN ARC DISTANCE OF 803.77 FEET TO THE POINT OF TANGENCY; THENCE S68°05'53"W, 1,116.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,348.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°58'54", AN ARC DISTANCE OF 870.70 FEET TO THE POINT OF TANGENCY; THENCE S31°06'59"W, 1,208.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,393.77 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°02'12", AN ARC DISTANCE OF 754.99 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3,810.06 FEET AND A CHORD BEARING AND DISTANCE OF S26°03'35"E, 1,750.62 FEET TO WHICH A RADIAL LINE BEARS N50°39'31"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°33'47", AN ARC DISTANCE OF 1,766.40 FEET TO THE POINT OF

REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 910.31 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°26'03", AN ARC DISTANCE OF 499.42 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3,906.10 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°31'26", AN ARC DISTANCE OF 1,126.51 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,002.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°38'47", AN ARC DISTANCE OF 711.21 FEET TO THE POINT OF TANGENCY; THENCE S20°05'23"E, 407.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,345.73 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°08'45", AN ARC DISTANCE OF 449.69 FEET TO THE POINT OF TANGENCY; THENCE S39°14'08"E, 481.65 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 27; THENCE ALONG SAID SOUTH LINE RUN N89°50'20"W, 1,438.70 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 28; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°33'55"W, 2,661.88 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°34'06"W, 2,662.39 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE ALONG THE WEST LINE THEREOF RUN N00°08'00"W, 4,005.96 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 29; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°38'49"W, 2,694.68 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE THEREOF RUN N00°25'41"E, 1,335.19 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 20; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°43'54"W, 2,681.21 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE THEREOF RUN N00°16'44"E, 2,658.68 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 20 RUN S89°39'12"E, 4,028.43 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE ALONG THE WEST LINE THEREOF RUN N00°24'57"E, 2,656.98 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°35'34"W, 1,334.84 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE THEREOF RUN N00°04'35"W, 1,330.43 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE THEREOF RUN S89°37'37"E, 1,334.55 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG AFORESAID WEST LINE OF THE EAST 1/4 OF SAID SECTION 17 RUN N00°05'18"W, 1,431.39 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND LYING WITHIN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°47'31"E, 2,695.91 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°52'59"E,

128.24 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°07'01"W, 2,533.30 FEET TO THE POINT OF BEGINNING; THENCE S74°16'58"E, 100.42 FEET; THENCE S76°47'49"E, 74.27 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,135.50 FEET AND A CHORD BEARING AND DISTANCE OF S67°13'34"E, 217.69 FEET TO WHICH A RADIAL LINE BEARS N17°16'24"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°00'04", AN ARC DISTANCE OF 218.02 FEET; THENCE ALONG A NON-TANGENT LINE RUN S61°30'34"E, 8.57 FEET; THENCE S28°30'59"W, 63.88 FEET; THENCE S46°05'39"W, 33.22 FEET; THENCE S16°26'38"W, 385.22 FEET; THENCE N72°58'38"W, 404.07 FEET; THENCE N16°05'58"E, 473.80 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 46.83 FEET AND A CHORD BEARING AND DISTANCE OF N79°29'52"E, 41.94 FEET TO WHICH A RADIAL LINE BEARS N37°06'14"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°12'13", AN ARC DISTANCE OF 43.49 FEET TO THE POINT OF BEGINNING.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 16 of 28 B: 4283 P: 420 By: BO

EXHIBIT 3

CONSENT TO THE ESTABLISHMENT OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

The undersigned, being the owner of the property described in Exhibit 2 to the Petition to Establish Middleton Community Development District A, hereby consents to the Petition to Establish Middleton Community Development District A, dated the 1st of March, 2022.

BUFFALO HIDE AND CATTLE COMPANY, LLC,
a Florida limited liability company

By: _____
Martin L. Dzuro, Manager

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 17 of 28 B: 4283 P: 421 By: BO

EXHIBIT 4

BOARD OF SUPERVISORS
MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

1. Supervisor/Chair – Scott Renick
2. Supervisor/Vice Chair – Lorraine Flores
3. Supervisor/Secretary-Treasurer – Brandon Matulka
4. Supervisor – Lane Munz
5. Supervisor – Bob Trinh

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 18 of 28 B: 4283 P: 422 By: BO

EXHIBIT 5

PROPOSED TIME TABLES AND RELATED ESTIMATES OF COST OF THE DISTRICT SERVICES AND FACILITIES MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

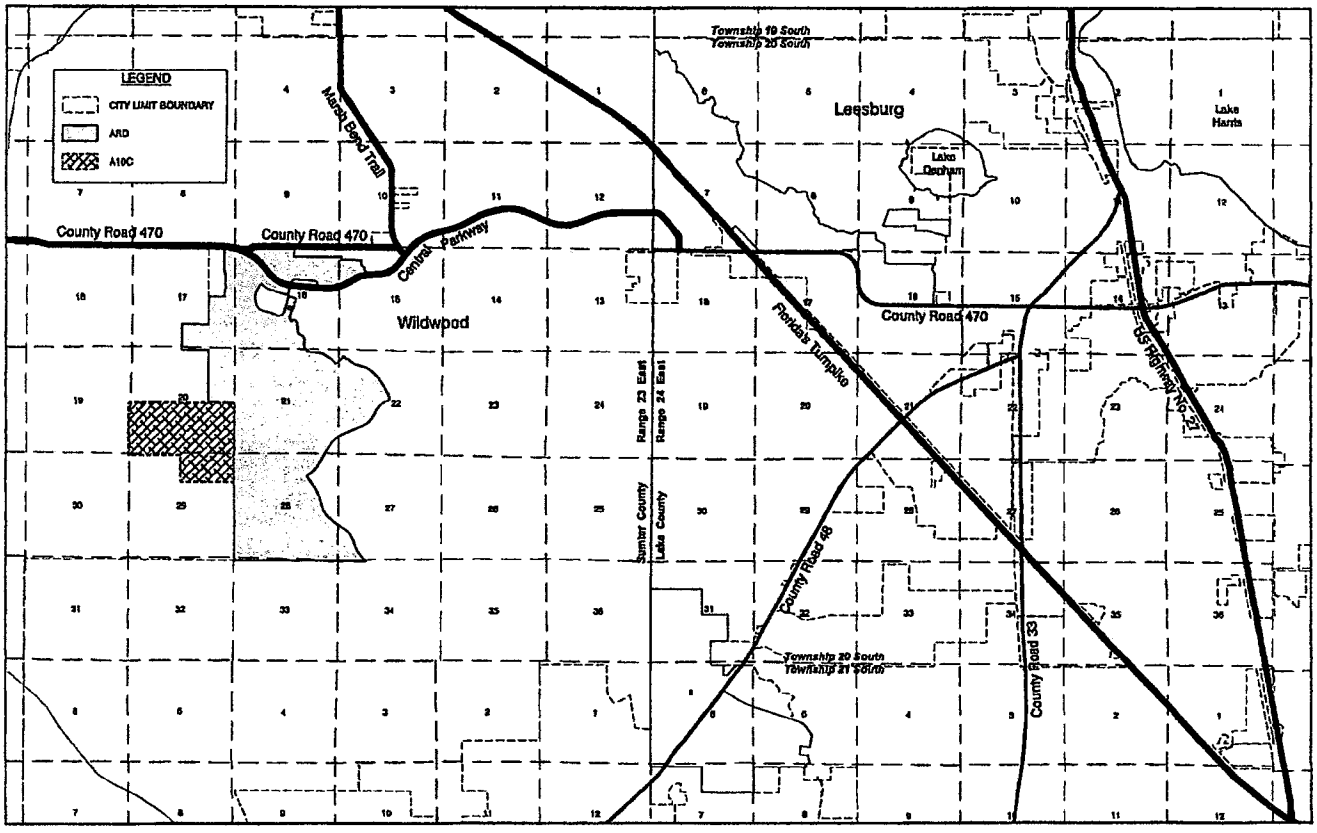
ITEM	ANTICIPATED SCHEDULE	ESTIMATED COST
Arterial and Collector Roads and Traffic Signalization Improvements	2021-2028	$11,475,117
Arterial and Collector Road Drainage	2021-2028	$5,238,723
Multi-Use Paths, Golf Cart Bridges & Tunnels	2021-2028	$1,814,290
Landscaping & Irrigation in Common Areas[1]	2021-2028	$31,174,558
Subdivision Infrastructure Roads	2021-2028	$50,745,459
Subdivision Drainage	2021-2028	$31,377,914
Stormwater-Earthwork, Grading, & Collection System[2]	2021-2028	$235,566,680
Wetland & Wildlife Mitigation/Protection Measures	2021-2028	$2,601,901
Boundary Security Buffers/Walls & Fencing in Common Areas	2021-2028	$23,424,967
Project Entry Features	2021-2028	$5,001,846
TOTAL[3]:		$398,421,455

[1] The irrigation system beyond the point of delivery to be owned and maintained by the District. The master irrigation system up to the point of delivery will be funded by Middleton Water Conversation Authority, LLC (MWCA).
[2] Stormwater-earthwork, grading, and collection system work as required by the Development Agreement with the City of Wildwood or Southwest Florida Water Management District Requirements
[3] Costs are preliminary in nature and are subject to change. Costs include engineering and contingencies.

EXHIBIT 6

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 19 of 28 B: 4283 P: 423 By: BO

The Middleton Community Development District A (the "District") is located within the city limits of the City of Wildwood (the "City") in Sumter County, Florida. The District lies within The Villages of Southern Oaks (VOSO), which was approved on May 8, 2017 as an Age Restricted Development (ARD). Subsequent amendments were approved by the City on January 8, 2018, January 22, 2018 August 27, 2018, January 28, 2019, September 23, 2019, February 24, 2020, October 12, 2020 and again on November 8, 2021. Application to include the remaining land into VOSO ARD is anticipated to be submitted in March 2022. The approval of this amendment is expected in September 2022.



LAND USE AND ZONING MAP

Inst. Number: 202260028821 Book: 4283 Page: 424 Page 20 of 28 Date: 6/6/2022 Time: 10:08 AM
Gloria Hayward Clerk of Courts, Sumter County, Florida

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 20 of 28 B: 4283 P: 424 By: BO

EXHIBIT 7

STATEMENT OF ESTIMATED REGULATORY COSTS FOR ESTABLISHMENT OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A

1.0 Introduction

1.1 Purpose and Scope

This statement of estimated regulatory costs (SERC) supports the petition to establish Middleton Community Development District A (the "District"). The proposed District will include approximately 2,484.6 acres of land on which roughly eight thousand two hundred eighty (8,280) dwelling units are planned for development. The District proposes to provide infrastructure and community services to this area in the District as described more fully below.

The limitations on the scope and use of this SERC are set out in Section 190.002(2)(d), Florida Statutes ("F.S."), as follows:

> "That the process of establishing such a District pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the District, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the Proposed District

The proposed District would provide community infrastructure, services, and facilities, along with their operations and maintenance, to the proposed area, located in the City of Wildwood, Florida. The proposed District will encompass 2,484.6 acres to be used exclusively for residential development. The District will include roughly eight thousand two hundred eighty (8,280) units with a mix of housing types, designs and models.

1.3 Requirements for Statement of Estimated Regulatory Costs (SERC)

Section 120.541(2), F.S. (2020) defines the elements a SERC must contain (or in this case, City ordinance).

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within five (5) years after the implementation of the rule;

Inst. Number: 202260028821 Book: 4283 Page: 425 Page 21 of 28 Date: 6/6/2022 Time: 10:08 AM
Gloria Hayward Clerk of Courts, Sumter County, Florida

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 21 of 28 B: 4283 P: 425 By: BO

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within five years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within five years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined in Section 120.52, F.S. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 An economic analysis showing whether the rule/ordinance directly or indirectly will have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

Inst. Number: 202260028821 Book: 4283 Page: 426 Page 22 of 28 Date: 6/6/2022 Time: 10:08 AM
Gloria Hayward Clerk of Courts, Sumter County, Florida

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 22 of 28 B: 4283 P: 426 By: BO

Section 120.541(2)(a), F.S., requires an economic analysis showing whether the establishment of the District will directly or indirectly have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs exceeding $1 million in the aggregate within five years after the establishment takes place. The answer, based upon numerous other residential community development districts, is that the establishment of the District will not have an adverse impact on economic growth, job creation, employment, private-sector investment, business competitiveness, or regulatory costs.

The establishment of the District is likely to increase economic growth, job creation, employment, private-sector investment, and business competitiveness. This is because the District will provide infrastructure improvements within the District's boundaries, allowing for the development of the land within the District. The development is planned to include roughly eight thousand two hundred eighty (8,280) dwelling units. The residents of the District will purchase goods and services. This new demand created by the District's residents will increase economic growth, job creation, employment, private-sector investment, and business competitiveness in the areas surrounding the District.

The District will have the ability to assess the property owners to pay for the installation, operation, and maintenance of its infrastructure improvements. However, such costs will not be in addition to, or unique to, the District. The infrastructure improvements to be funded by the District would be required to support development of the planned residences, regardless of the District's existence. Community development districts, such as Middleton Community Development District A can fund their infrastructure improvements with long-term bond financing that typically carries more favorable terms than other sources of funding. Thus, the costs related to the installation of the public infrastructure serving the planned development will not be increased due to the existence of the District.

3.0 A good-faith estimate of the number of individuals and entities likely to be required to comply with the rule/ordinance, together with a general description of the types of individuals likely to be affected by the rule/ordinance.

The landowner of the District plans to develop roughly eight thousand two hundred eighty (8,280) dwelling units within the District. Establishment of the proposed District would put all of these residents under the jurisdiction of the proposed District. Prior to the sale of the property within the District, the developer will also be subject to the District's jurisdiction.

4.0 Good-faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 23 of 28 B: 4283 P: 427 By: BO

4.1 Impact on State and Local Costs

State Government Entities

There will be only modest costs to various Florida ("State") governmental entities due to the formation of the District. The District consists of less than 2,500 acres; therefore, the City of Wildwood (the "City") is the establishing entity, pursuant to Florida Statutes Section 190.005(2). The State will incur no costs in reviewing the petition to establish the District and the State will not be required to hold any public hearings on the matter.

The ongoing costs to various State entities to implement and enforce the establishment of the District relate strictly to the receipt and processing of various reports that the District is required to file annually with the State and its various entities. These annual reports are outlined in the attached Appendix. However, the costs to the State agencies that will receive and process the District's reports will be minimal. The District is only one of many governmental subdivisions required to submit various reports to the State. Additionally, pursuant to Section 189.018, F.S., the District will pay an annual fee to the State Department of Economic Opportunity to offset such processing costs.

The City of Wildwood

City staff will process, analyze, and conduct public hearing(s) on the petition to establish the District. These activities will utilize the time of the staff and City Commissioners, however, these costs to the City are likely to be minimal for a number of reasons. First, review of the petition does not include analysis of the development to be served by the District. Second, the petition itself provides most of the information needed for City staff's review. Third, the City currently employs the staff needed to conduct the review of the petition. Fourth, no capital expenditure is required to review the petition. Finally, local governments routinely process similar petitions for land use and zoning changes that are more complex than is the petition to establish a Community Development District.

The annual costs to the City, related to the ongoing operations of the District, are also minimal. The District will be an independent unit of local government. The only annual costs incurred by the City will be the minimal costs of receiving and, to the extent desired, reviewing the various reports that the District is required to provide to the City.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 24 of 28 B: 4283 P: 428 By: BO

In this regard, it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State, the County, the City, or any unit of local government. By State law, the debts of the District are strictly its own responsibility.

5.0 A good-faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the rule/ordinance.

Table 2, below, provides an outline of the various facilities and services the proposed District may provide. The District plans to fund, own, operate, and maintain certain drainage and stormwater systems, landscaping, and ponds. The District will also plan, construct, and finance some of the community's roadways, along with possibly offsite roadway improvements. The roadways and drainage systems within publicly dedicated rights-of-way will be conveyed to the appropriate general-purpose government for operation and maintenance. The landowner will construct the utilities and other community infrastructure and facilities. The District will be responsible for maintenance of some of these facilities.

Table 2. Proposed Facilities and Services

Improvements/Facility	Funded By	O&M By	Ownership
Roads	Landowner/CDD	City	City
Utilities	Landowner	Landowner	Landowner
Amenities	Landowner	Landowner	Landowner
Drainage/Basins	Landowner/CDD	CDD	CDD
Landscape	Landowner/CDD	CDD	CDD

The petitioner has estimated the costs for providing the capital improvements and facilities outlined in Table 2. The cost estimates for these improvements and facilities are shown in Table 3, below. Total costs are estimated at approximately $398,421,455. To fund these improvements, the District may issue special assessment or other revenue bonds. These bonds would be repaid through non-ad valorem assessments levied on all properties located within the District that benefit from these improvements.

Table 3. Summary of Estimated Capital Costs and Time Table[4]

ITEM	ANTICIPATED SCHEDULE	ESTIMATED COST
Arterial and Collector Roads and Traffic Signalization Improvements	2021-2028	$11,475,117
Arterial and Collector Road Drainage	2021-2028	$5,238,723
Multi-Use Paths, Golf Cart Bridges & Tunnels	2021-2028	$1,814,290
Landscaping & Irrigation in Common Areas	2021-2028	$31,174,558
Subdivision Infrastructure Roads	2021-2028	$50,745,459

[4] Costs are preliminary in nature and are subject to change. Costs include engineering and contingencies.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 25 of 28 B: 4283 P: 429 By: BO

Subdivision Drainage	2021-2028	$31,377,914
Stormwater-Earthwork, Grading, & Collection System	2021-2028	$235,566,680
Wetland & Wildlife Mitigation/Protection Measures	2021-2028	$2,601,901
Boundary Security Buffers/Walls & Fencing in Common Areas	2021-2028	$23,424,967
Project Entry Features	2021-2028	$5,001,846
TOTAL:		$398,421,455

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred by the District through one or more bond issuances. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

It is important to note that the various costs outlined in Table 3 are typical for residential developments of the type contemplated herein. In other words, there is nothing unusual about the District's financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owner's association common to most master-planned developments.

Real estate markets take into account the District's cost because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive, the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new residents is completely voluntary. So ultimately, all owners and users of the affected property choose to accept the District's costs because of the benefits that the District provides.

The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal services taxing unit (MSTU), a neighborhood association, County provision (directly or via a dependent special District), or through developer-bank loans.

6.0 An analysis of the impact on small businesses, as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

Inst. Number: 202260028821 Book: 4283 Page: 430 Page 26 of 28 Date: 6/6/2022 Time: 10:08 AM
Gloria Hayward Clerk of Courts, Sumter County, Florida

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 26 of 28 B: 4283 P: 430 By: BO

There will be no adverse impact on small businesses because of establishment the District. If anything, the impact will be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The City of Wildwood has an estimated population of 7720 according to the most recent U.S. Census Bureau (2020) and the population was 6709 at the 2010 census. Therefore, the City is defined as a "small" City according to Section 120.52 of the Florida Statutes. However, as noted above, there will be no adverse impact on the City due to the creation of the District. The District will provide infrastructure facilities and services to the property located within the District. These facilities and services will help to make this property developable.

Development of the property within the District will increase the value of this property, and consequently, will increase the property taxes that accrue to the City. These increased property taxes, along with other direct and indirect revenues accruing to the City as a result of the development of the land within the District, will offset any new staff, facilities, or equipment the City adds to provide services to the property owners within the District.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the developer's engineer and other professionals associated with the developer.

It is useful to reflect upon the question of whether the establishment of the District is the best alternative to provide community facilities and services to the development. As an alternative to the District, the City could approve a dependent special District for the area, such as an MSBU or a special taxing District under Chapter 170 of the Florida Statutes. Either of these alternatives could finance the improvements contemplated in Table 2 in a fashion similar to the existing District.

However, unlike the District, the alternatives would require the City to continue to administer the projects and its facilities and services. As a result, the costs for these services and facilities would not be sequestered to the land directly benefiting from them, as the case would be with the District. In addition, administering a project of the size and complexity of the development program for the District is a very significant and expensive undertaking, especially in light of the fact that the District already exists.

Another alternative to the District would be for the developer to provide the infrastructure and to use a property owners association (POA) for operations and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments along with other property taxes on the combined real estate tax bill through the County tax collector. Therefore, the District is far more assured of obtaining its needed funds than is a POA.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 27 of 28 B: 4283 P: 431 By: BO

Second, the District is a unit of local government. Therefore, unlike a POA, the District must abide by all governmental rules and regulations.

Additionally, any debt of a District is strictly the District's responsibility. While it may be technically true that the debt of a City-established, dependent special district, is not strictly the City's responsibility, any financial problems that the special district may have will inevitably entangle the City. This will not be the case if the District is established as proposed.

With a District, residents (owners and renters) within the District would have a focused unit of government under their direct control. The District can then be more responsive to resident needs without disrupting other City responsibilities.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260028821 Date: 06/06/2022 Time: 10:08AM
Page 28 of 28 B: 4283 P: 432 By: BO

APPENDIX

REPORT	STATUE SECTION	DUE DATE
Annual Financial Audit	218.39	Nine months after end of fiscal year
Annual Financial Report (AFR)	218.32	Within 45 days after completion of audit but no later than 9 months after end of fiscal year
Financial Disclosure Form 1	112.3145	By July 1
Public Depositor Report	280.17	By November 30
Proposed Budget	190.008	By June 15
Adopted Budget	190.008	By October 1
Public Meetings Schedule	189.015	Quarterly semiannually or annually
Notice of Bond Issuance	218.38	Within 120 days after delivery
Registered Agent	189.014	30 days after first Board meeting
Notice of Establishment	190.0485	30 days after formation
Establishment Documents	189.016	30 days after adoption
Notice of Public Finance	190.009	After financing

69.50
8.00 C
77.50

This Instrument Prepared By:
Mark Brionez, Esq.
c/o Jennifer Farlow
984 Old Mill Run
The Villages, FL 32162

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260030015 Date: 06/10/2022 Time: 4:00PM
Page 1 of 8 B: 4288 P: 13 By: ML

NOTICE OF ESTABLISHMENT OF MIDDLETON COMMUNITY DEVELOPMENT DISTRICT-A

THIS NOTICE IS EXECUTED AND RECORDED PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES SECTION 190.048 and 190.0485.

The City of Wildwood Commission adopted Ordinance No. O2022-35 on May 9, 2022, establishing Middleton Community Development District-A ("the District") to and governed by Chapter 190, Florida Statutes.

The legal description of the District is attached hereto as Exhibit "A".

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT-A MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT-A

Joseph Ricciardi, Chair

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of physical presence on the 12th day of May, 2022 by Joseph Ricciardi as Chair, Board of Supervisors Middleton Ridge Community Development-A, for the purposes expressed herein, who is personally known to me.

JENNIFER FARLOW
MY COMMISSION # HH 186555
EXPIRES: November 1, 2025
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida
My Commission Expires:_____

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260030015 Date: 06/10/2022 Time: 4:00PM
Page 2 of 8 B: 4288 P: 14 By: ML

LEGAL DESCRIPTION OF THE
MIDDLETON COMMUNITY DEVELOPMENT DISTRICT A
APPROXIMATELY 2484.6 ACRES

A PARCEL OF LAND LYING WITHIN SECTIONS 15, 16, 17, 20, 21, 22, 27, 28 AND 29, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG THE NORTH LINE THEREOF RUN N89°41'47"W, 1,333.69 FEET TO THE NORTHWEST CORNER OF THE EAST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE AND ALONG THE WEST LINE THEREOF RUN S00°05'18"E, 2,563.07 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN N89°54'42"E, 803.28 FEET; THENCE N32°37'22"E, 17.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 15.07 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°48'40", AN ARC DISTANCE OF 9.94 FEET TO THE POINT OF TANGENCY; THENCE N00°09'19"E, 239.44 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 237.63 FEET AND A CHORD BEARING AND DISTANCE OF N15°04'36"E, 145.12 FEET TO WHICH A RADIAL LINE BEARS S87°17'55"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°33'24", AN ARC DISTANCE OF 147.47 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 179.10 FEET AND A CHORD BEARING AND DISTANCE OF N00°07'35"E, 172.91 FEET TO WHICH A RADIAL LINE BEARS S61°00'36"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°43'37", AN ARC DISTANCE OF 180.45 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING AND DISTANCE OF N14°31'21"W, 50.15 FEET TO WHICH A RADIAL LINE BEARS S60°57'17"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°02'43", AN ARC DISTANCE OF 50.69 FEET TO THE POINT OF TANGENCY; THENCE N00°00'00"E, 149.16 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 198.37 FEET AND A CHORD BEARING AND DISTANCE OF N12°46'28"E, 66.00 FEET TO WHICH A RADIAL LINE BEARS N86°48'04"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°09'03", AN ARC DISTANCE OF 66.31 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 192.63 FEET AND A CHORD BEARING AND DISTANCE OF N04°55'00"E, 109.23 FEET TO WHICH A RADIAL LINE BEARS S68°36'46"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°56'28", AN ARC DISTANCE OF 110.75 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET AND A CHORD BEARING AND DISTANCE OF N05°07'23"W, 62.26 FEET TO WHICH A RADIAL LINE BEARS S79°46'27"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°12'20", AN ARC DISTANCE OF 62.34 FEET TO THE POINT OF TANGENCY; THENCE N00°01'13"W, 160.04 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND DISTANCE OF N28°42'14"W, 24.30 FEET TO WHICH A RADIAL LINE BEARS S89°37'49"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°08'50", AN ARC DISTANCE OF 25.37 FEET TO THE POINT OF

TANGENCY; THENCE N57°46'39"W, 58.23 FEET; THENCE N00°05'18"W, 1,285.48 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 470 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 18580-2601; THE FOLLOWING SEVEN (7) COURSES BEING ALONG SAID SOUTH RIGHT OF WAY LINE: RUN S89°41'47"E, 499.19 FEET; THENCE S00°18'13"W, 10.00 FEET; THENCE S89°41'47"E, 33.60 FEET; THENCE S89°47'31"E, 166.50 FEET; THENCE N00°12'29"E, 10.00 FEET; THENCE S89°47'31"E, 2,529.50 FEET; THENCE S89°52'59"E, 375.37 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN S00°00'00"E, 462.00 FEET; THENCE S89°52'59"E, 2,304.21 FEET; THENCE S89°43'47"E, 114.80 FEET; THENCE S00°00'00"E, 155.00 FEET; THENCE S89°43'47"E, 1,010.59 FEET; THENCE S00°16'13"W, 246.77 FEET; THENCE S35°41'54"E, 98.14 FEET; THENCE S69°57'28"E, 48.40 FEET; THENCE S87°55'59"E, 65.31 FEET; THENCE S05°50'08"E, 82.28 FEET; THENCE S13°02'33"E, 285.80 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,133.00 FEET AND A CHORD BEARING AND DISTANCE OF S68°49'14"W, 796.22 FEET TO WHICH A RADIAL LINE BEARS N10°25'21"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°30'50", AN ARC DISTANCE OF 800.92 FEET TO THE POINT OF TANGENCY; THENCE S58°03'49"W, 181.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2,033.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46'48", AN ARC DISTANCE OF 772.81 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°55'05", AN ARC DISTANCE OF 88.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 123.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°15'33", AN ARC DISTANCE OF 176.59 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 90.00 FEET AND A CHORD BEARING AND DISTANCE OF S57°48'41"W, 93.28 FEET TO WHICH A RADIAL LINE BEARS S63°24'12"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 62°25'46", AN ARC DISTANCE OF 98.06 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2,033.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°10'03", AN ARC DISTANCE OF 183.36 FEET TO THE POINT OF TANGENCY; THENCE N85°48'23"W, 223.83 FEET; THENCE N73°23'56"W, 51.20 FEET; THENCE N85°48'23"W, 118.96 FEET; THENCE N04°11'37"E, 159.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'05", AN ARC DISTANCE OF 188.50 FEET TO THE POINT OF TANGENCY; THENCE N85°48'28"W, 433.09 FEET; THENCE N85°49'47"W, 578.50 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 105.00 FEET AND A CHORD BEARING AND DISTANCE OF S68°06'32"W, 92.19 FEET TO WHICH A RADIAL LINE BEARS N04°08'54"E; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°04'44", AN ARC DISTANCE OF 95.44 FEET TO THE POINT OF TANGENCY; THENCE S42°04'10"W, 135.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 236.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°27'07", AN ARC DISTANCE OF 10.10 FEET; THENCE ALONG A NON-

TANGENT LINE RUN S16°05'58"W, 662.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 12.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 19.63 FEET TO THE POINT OF TANGENCY; THENCE N73°54'02"W, 947.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 487.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°59'27", AN ARC DISTANCE OF 110.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 512.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°53'32", AN ARC DISTANCE OF 70.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 648.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°37'52", AN ARC DISTANCE OF 210.87 FEET TO THE POINT OF TANGENCY; THENCE N50°10'15"W, 158.48 FEET; THENCE S39°49'45"W, 224.12 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 809.48 FEET AND A CHORD BEARING AND DISTANCE OF S27°33'10"W, 363.78 FEET TO WHICH A RADIAL LINE BEARS N49°27'43"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°58'14", AN ARC DISTANCE OF 366.92 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 502.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°50'40", AN ARC DISTANCE OF 138.96 FEET TO THE POINT OF TANGENCY; THENCE S01°16'37"E, 106.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 839.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°10'12", AN ARC DISTANCE OF 178.31 FEET; THENCE ALONG A RADIAL LINE RUN S76°33'11"W, 13.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 852.50 FEET AND A CHORD BEARING AND DISTANCE OF S19°00'35"E, 165.28 FEET TO WHICH A RADIAL LINE BEARS S76°33'11"W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°07'32", AN ARC DISTANCE OF 165.54 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 527.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°33'16", AN ARC DISTANCE OF 474.64 FEET TO THE POINT OF TANGENCY; THENCE S76°07'37"E, 478.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 972.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°07'51", AN ARC DISTANCE OF 104.06 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 3,647.50 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°40'00", AN ARC DISTANCE OF 233.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 227.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 97°34'16", AN ARC DISTANCE OF 387.42 FEET TO THE POINT OF TANGENCY; THENCE N16°05'58"E, 261.43 FEET; THENCE S72°58'38"E, 379.61 FEET; THENCE S14°12'14"W, 46.54 FEET; THENCE S47°55'49"W, 40.13 FEET; THENCE S25°01'13"W, 72.97 FEET; THENCE S11°21'25"W, 307.93 FEET; THENCE S31°59'24"E, 156.47 FEET; THENCE N58°00'36"E, 134.46 FEET; THENCE

N62°49'35"E, 22.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 53.50 FEET AND A CHORD BEARING AND DISTANCE OF S82°35'10"E, 58.97 FEET TO WHICH A RADIAL LINE BEARS N26°01'45"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 66°53'10", AN ARC DISTANCE OF 62.45 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 503.29 FEET AND A CHORD BEARING AND DISTANCE OF S28°40'04"E, 264.69 FEET TO WHICH A RADIAL LINE BEARS N46°05'13"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°29'27", AN ARC DISTANCE OF 267.83 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 914.39 FEET AND A CHORD BEARING AND DISTANCE OF S05°52'15"E, 257.92 FEET TO WHICH A RADIAL LINE BEARS N76°01'17"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°12'56", AN ARC DISTANCE OF 258.79 FEET; THENCE ALONG A NON-TANGENT LINE RUN S01°59'07"W, 70.92 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 230.50 FEET AND A CHORD BEARING AND DISTANCE OF S35°44'10"E, 283.77 FEET TO WHICH A RADIAL LINE BEARS N87°44'36"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°59'08", AN ARC DISTANCE OF 305.69 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 241.72 FEET AND A CHORD BEARING AND DISTANCE OF S34°22'33"E, 303.85 FEET TO WHICH A RADIAL LINE BEARS N16°41'03"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 77°52'47", AN ARC DISTANCE OF 328.56 FEET; THENCE ALONG A NON-TANGENT LINE RUN S04°36'22"W, 278.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 338.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°36'22", AN ARC DISTANCE OF 535.30 FEET TO THE POINT OF TANGENCY; THENCE S86°00'00"E, 383.46 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 670.76 FEET AND A CHORD BEARING AND DISTANCE OF S72°35'20"E, 311.49 FEET TO WHICH A RADIAL LINE BEARS N03°59'06"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°51'08", AN ARC DISTANCE OF 314.36 FEET; THENCE ALONG A NON-TANGENT LINE RUN S59°10'40"E, 433.71 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 654.39 FEET AND A CHORD BEARING AND DISTANCE OF S48°59'03"E, 229.24 FEET TO WHICH A RADIAL LINE BEARS N30°55'40"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°10'33", AN ARC DISTANCE OF 230.43 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 168.50 FEET AND A CHORD BEARING AND DISTANCE OF S34°21'30"E, 24.73 FEET TO WHICH A RADIAL LINE BEARS N51°25'58"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°25'03", AN ARC DISTANCE OF 24.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 181.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°50'06", AN ARC DISTANCE OF 53.33 FEET TO THE POINT OF TANGENCY; THENCE S46°59'05"E, 44.43 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,087.68 FEET AND A CHORD BEARING AND DISTANCE OF N42°18'34"E, 64.00 FEET TO WHICH A RADIAL

LINE BEARS N49°22'36"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°22'19", AN ARC DISTANCE OF 64.01 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,2[illegible]00 FEET AND A CHORD BEARING AND DISTANCE OF N49°09'44"E, 437.58 FEET TO WHICH A RADIAL LINE BEARS N46°25'05"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°09'38", AN ARC DISTANCE OF 438.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°09'51", AN ARC DISTANCE OF 83.96 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 123.00 FEET AND A CHORD BEARING AND DISTANCE OF S43°12'04"E, 190.58 FEET TO WHICH A RADIAL LINE BEARS N82°25'18"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 101°33'32", AN ARC DISTANCE OF 218.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 102.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°30'10", AN ARC DISTANCE OF 84.57 FEET TO THE POINT OF TANGENCY; THENCE S46°28'40"E, 96.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°29'09", AN ARC DISTANCE OF 642.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,450.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°23'16", AN ARC DISTANCE OF 1,148.64 FEET TO THE POINT OF TANGENCY; THENCE S34°34'32"E, 424.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2,530.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°27'38", AN ARC DISTANCE OF 815.16 FEET; THENCE ALONG A NON-TANGENT LINE RUN S68°48'08"W, 213.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 965.05 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°44'32", AN ARC DISTANCE OF 736.76 FEET TO THE POINT OF TANGENCY; THENCE S25°03'37"W, 250.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,070.04 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°02'17", AN ARC DISTANCE OF 803.77 FEET TO THE POINT OF TANGENCY; THENCE S68°05'53"W, 1,116.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,348.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°58'54", AN ARC DISTANCE OF 870.70 FEET TO THE POINT OF TANGENCY; THENCE S31°06'59"W, 1,208.14 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,393.77 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°02'12", AN ARC DISTANCE OF 754.99 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3,810.06 FEET AND A CHORD BEARING AND DISTANCE OF S26°03'35"E, 1,750.62 FEET TO WHICH A RADIAL LINE BEARS N50°39'31"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°33'47", AN ARC DISTANCE OF 1,766.40 FEET TO THE POINT OF

REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 910.31 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°26'03", AN ARC DISTANCE OF 499.42 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3,906.10 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°31'26", AN ARC DISTANCE OF 1,126.51 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,002.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°38'47", AN ARC DISTANCE OF 711.21 FEET TO THE POINT OF TANGENCY; THENCE S20°05'23"E, 407.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,345.73 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°08'45", AN ARC DISTANCE OF 449.69 FEET TO THE POINT OF TANGENCY; THENCE S39°14'08"E, 481.65 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 27; THENCE ALONG SAID SOUTH LINE RUN N89°50'20"W, 1,438.70 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 28; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°33'55"W, 2,661.88 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°34'06"W, 2,662.39 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE ALONG THE WEST LINE THEREOF RUN N00°08'00"W, 4,005.96 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 29; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°38'49"W, 2,694.68 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE THEREOF RUN N00°25'41"E, 1,335.19 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 20; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°43'54"W, 2,681.21 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE THEREOF RUN N00°16'44"E, 2,658.68 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 20 RUN S89°39'12"E, 4,028.43 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE ALONG THE WEST LINE THEREOF RUN N00°24'57"E, 2,656.98 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE ALONG THE SOUTH LINE THEREOF RUN N89°35'34"W, 1,334.84 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE THEREOF RUN N00°04'35"W, 1,330.43 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE THEREOF RUN S89°37'37"E, 1,334.55 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG AFORESAID WEST LINE OF THE EAST 1/4 OF SAID SECTION 17 RUN N00°05'18"W, 1,431.39 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND LYING WITHIN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°47'31"E, 2,695.91 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE THEREOF RUN S89°52'59"E,

128.24 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°07'01"W, 2,533.30 FEET TO THE POINT OF BEGINNING; THENCE S74°16'58"E, 100.42 FEET; THENCE S76°47'49"E, 74.27 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,135.50 FEET AND A CHORD BEARING AND DISTANCE OF S67°13'34"E, 217.69 FEET TO WHICH A RADIAL LINE BEARS N17°16'24"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°00'04", AN ARC DISTANCE OF 218.02 FEET; THENCE ALONG A NON-TANGENT LINE RUN S61°30'34"E, 8.57 FEET; THENCE S28°30'59"W, 63.88 FEET; THENCE S46°05'39"W, 33.22 FEET; THENCE S16°26'38"W, 385.22 FEET; THENCE N72°58'38"W, 404.07 FEET; THENCE N16°05'58"E, 473.80 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 46.83 FEET AND A CHORD BEARING AND DISTANCE OF N79°29'52"E, 41.94 FEET TO WHICH A RADIAL LINE BEARS N37°06'14"W; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°12'13", AN ARC DISTANCE OF 43.49 FEET TO THE POINT OF BEGINNING.

EXHIBIT J

NEW YORK ADDENDUM INCORPORATING NEW YORK TERMS OF ESCROW

MIDDLETON

NEW YORK ADDENDUM

THIS ADDENDUM TO PURCHASE AGREEMENT ("Addendum") is made simultaneously with the execution of the Purchase Agreement ("Contract") by and between **The Villages Development Company, LLC** ("Seller") and the Purchaser(s) ("Purchaser") named in such Contract who has/have purchased the residence set forth below:

Purchaser(s)

Homesite/Home _____ in the community known as Middleton.

NEW YORK CONTRACT PROVISIONS

State Disclosure Requirements

- **New York Offering Plan dated July 19, 2024 ("Offering Plan")**

1. Sale Subject to New York Offering Plan. This purchase is subject to representations of Seller (the Sponsor under the Offering Plan) in the Offering Plan delivered to Purchaser at or prior to the time they sign the Contract as well as the obligations of Seller, as Sponsor, pursuant to the General Business Law of the State of New York.

2. Conflicts. Seller acknowledges that any conflict between the Offering Plan and the Contract will be resolved according to the terms of the Offering Plan.

3. Escrow of Deposits, Down Payments or Advances.

   a. The law firm of McLin Burnsed PA, with an address of 26736 US Highway 27, Suite 202, Leesburg, Florida 34748, shall serve as escrow agent ("Escrow Agent") for Seller and Purchaser. The attorneys who can authorize the withdrawal of funds from the escrow account and who are authorized to act and execute documents on the Escrow Agent's behalf are: (i) Philip S. Smith, Esq., an attorney licensed to practice law in the State of Florida, and (ii) Steven P. Feiner, Esq., an attorney licensed to practice law in the States of Florida and New York. Such attorneys have submitted themselves to the jurisdiction of the laws of the state of New York for purposes of administration of escrow pursuant to this Offering Plan. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing. The Escrow Agent shall only be responsible for and have a fiduciary duty to the parties relating to deposits (which are good funds) ("Deposits") actually delivered to Escrow Agent.

   b. The Escrow Agent shall indicate its agreement to the terms of this Addendum pertaining to the escrow of Purchaser's funds by signing a copy of this Addendum where indicated below once Seller delivers a copy of the Contract and immediately negotiable funds constituting the Deposit to Escrow Agent.

c. The Escrow Agent has established the escrow account at Truist Bank located at 4525 County Road 48, Okahumpka, FL 34762 (the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of two hundred fifty thousand dollars ($250,000) per depositor. Any deposit of a depositor in excess of two hundred fifty thousand ($250,000) will not be federally insured. The Escrow Account is an IOTA Account established pursuant to Section 5-1(g) of the Rules and Regulations of the Florida Bar where interest inures to the benefit of the Florida Bar Foundation as a result of the fact that the nominal interest that could be earned on such Deposits would not be in excess of the costs to secure such income. No fees of any kind may be deducted from the Escrow Account, and Seller shall bear all costs associated with the maintenance of the Escrow Account.

d. All Deposits received by Purchaser shall be in the form of purchaser checks or wire transfers and shall be made payable to or endorsed by Purchaser to the order of the Escrow Agent. Any Deposits made for upgrades, extras, or custom work at the time of entering into the Contract or thereafter shall be initially deposited into the Escrow Account, and released in accordance with the terms of a written agreement between Purchaser and Seller. Any payments not part of the Contract for such items will be between Purchaser and Seller pursuant to a separate written agreement, if any.

e. Within five (5) business days after the Contract has been tendered to Escrow Agent along with the Deposit (in good funds), the Escrow Agent shall sign this Addendum to the Contract and place the Deposit into the Escrow Account. With ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Seller, confirming the deposit. The notice shall provide the account number and the fact that the funds are in an IOTA account for which Purchaser will not earn interest. The Escrow Agent is obligated to send notice to Purchaser once the Deposit is placed in the Escrow Account. The notice shall be deemed delivered when sent. If Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, they may cancel the Contract within ninety (90) days after tender of the Contract and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor New York, NY 10005-1495. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely sent to Purchaser.

f. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Contract, are and shall continue to be Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

Under no circumstances shall Seller seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by closing on at least one (1)

home in Middleton. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Contract and this Addendum upon closing of title to the property being purchased and delivery to Escrow Agent of a completed Settlement Statement signed by Seller and Purchaser; or

(b) in a subsequent writing signed by both Seller and Purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both Purchaser and Seller prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release; provided however, if the Escrow Agent cannot contact either Seller or Purchaser for any reason whatsoever, or does not know of their whereabouts or their continued existence and/or operation of a business, then the Escrow Agent may continue to hold such funds until such time as it receives written permission signed by both parties or other directions on where to release such Deposit. Escrow Agent shall incur no liability whatsoever for failure to release and/or disburse such funds held in Escrow prior to written instructions by both Seller and Purchaser or by waiting for a final, non-appealable order or judgment of a Court. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time, but not the obligation, to deposit the Deposit contained in the Escrow Account with the Clerk of the County where the property is located and shall give written notice to both parties of such deposit. Upon depositing the Deposit with the Clerk, the Escrow Agent shall be released from all further liability under the Escrow Agreement and both Seller and Purchaser will indemnify and hold Escrow Agent harmless and free of any costs or expense including all attorneys' fees and costs that may be incurred in depositing such funds with the Clerk. To the extent that the Escrow Agent is required to file a formal interpleader with a Court of competent jurisdiction in order to deposit the Deposit with the Clerk, all costs and expenses, including attorney's fees shall be the obligation of Seller and Purchaser and the Court may pay such fees and costs due to the Escrow Agent from the Deposit deposited with the clerk.

Seller shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an Amendment to the Offering Plan; or

(b) all Purchasers after an Amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

g. Escrow Agent shall maintain all records concerning the Escrow Account for seven years after release of the Deposit. Upon the dissolution of the law firm which was Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the New York State Department of Law of such transfer. Escrow Agent shall make available to the Attorney General, upon request, all books and records of Escrow Agent relating to the funds deposited and disbursed hereunder.

h. Escrow Agent shall maintain the Escrow Account under its direct supervision and control. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL§§ 352(e)(2-b) and 352(h). Notwithstanding anything to the contrary contained herein, Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Addendum and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

i. Seller agrees that Seller/Sponsor and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the property to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser, using such transmittal forms as required by Escrow Agent

j. Seller agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the Department of Law's regulations.

k. The escrow provisions of this Addendum shall remain in effect unless and until it is canceled by either: (i) Written notice given by Seller to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the Department of Law. Purchaser shall be deemed to have consented to such cancellation; (ii) The resignation of Escrow Agent, which shall not take effect until Escrow Agent is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the Department of Law, and notice is given to Purchaser of the

identity of the successor escrow agent, the bank where the Deposit is being held, and the account number therefor; or (iii) if due to lack of cooperation between Seller or Purchaser with Escrow Agent or the non-payment of Escrow Agent's fees by Seller such that the Escrow Agent deposits all amounts held in the Escrow Account with the Clerk of a court of competent jurisdiction.

l. Upon termination of the duties of Escrow Agent as described above, Escrow Agent shall deliver the Deposit held by Escrow Agent and the Contract and any other documents maintained by Escrow Agent relating to the Deposit to the successor escrow agent or the Clerk of the Court as applicable.

m. Seller, as Sponsor and individually, agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Addendum or the performance or non-performance of Escrow Agent's duties under this Addendum, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of this Addendum or involving gross negligence of Escrow Agent, which bad faith, willful disregard or gross negligence involves diverting the money in contravention of the express terms of the Contract. It is understood and agreed that these escrow provisions are joint order escrow provisions and that Escrow Agent shall never be obligated to act hereunder unless it receives satisfactory instructions executed on behalf of both Seller and Purchaser instructing Escrow Agent what to do with the funds contained in escrow. Notwithstanding anything to the contrary contained herein, Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Addendum and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself. It is the intention of the parties that regardless of the nature of any dispute hereunder, a court interpreting this Addendum shall award Escrow Agent one hundred percent of actual costs and expenses incurred in the event of any dispute under this Addendum at the normal hourly rates of its billing professionals without regard to any additional inquiry as to their propriety or reasonableness absent a showing of bad faith, as the nature of the relationship is one of full and complete indemnity. In the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover reasonable attorneys' fee and costs incurred and awarded by the Court, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. Notwithstanding the foregoing, nothing contained in this section shall be construed to in any way nullify the provisions of 13 NYCRR 22.3(K)(2)(XII).

n. The escrow provisions of this Addendum shall be governed by the Law of New York although venue is proper where the funds are on deposit by the Escrow Agent.

4. Purchaser acknowledges having received and read a copy of the Offering Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the

State of New York, at least three (3) business days prior to Purchaser's signing the Contract. If, however, Purchaser did not receive a copy of the Offering Plan at least three (3) business days prior to signing the Contract, Purchaser may rescind the Contract by sending written notice of such rescission to Seller by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days from the date Purchaser delivers an executed Contract, to Seller.

The notice must be mailed to:	The Villages Development Company, LLC 3619 Kiessel Road The Villages, FL 32163-2909
With a copy to:	McLin Burnsed PA 26736 US Highway 27, Suite 202 Leesburg, FL 34748

5. Seller acknowledges and agrees that this Addendum is part of the Contract, as Purchaser is a resident of the State of New York solicited by Seller in or from the State of New York purchasing property in Middleton pursuant to the Offering Plan.

RECEIPT FOR

- **New York Offering Plan dated July 19, 2024 ("Offering Plan")**

As evidenced by the signature(s) on this Addendum, Purchaser hereby acknowledges that Purchaser has received and has been afforded the opportunity to read the **Offering Plan.**

In Witness Whereof, this Addendum has been signed and sealed on the date of the Contract also set forth below by Purchaser and Seller.

PURCHASER	**SELLER**
	The Villages Development Company, LLC
_____	BY: _____
Signature of Purchaser (SEAL)	(SEAL)
_____	ITS: _____
Signature of Purchaser (SEAL)	(SEAL)
_____	_____
Date	Date

ESCROW AGENT - McLin Burnsed PA

ACKNOWLEDGES RECEIPT OF

1. The executed Contract and this Addendum signed by Seller and Purchaser;

2. $_____ which has been placed in the Escrow Account described above.

The Deposit is in an IOTA account with interest inuring to the Florida Bar Foundation and no interest will be earned on such account by Purchaser. This is because the costs of maintaining such funds would exceed the nominal interest earned on such an account.

BY: _____

_____
Print name of person at the firm receiving funds.

_____
Date

EXHIBIT K

CERTIFICATIONS

- CERTIFICATION BY SPONSOR AND PRINCIPAL
- CERTIFICATION OF SPONSOR'S ENGINEER

Certification by Sponsor and Principal

CERTIFICATION OF SPONSOR AND ITS PRINCIPALS

Re: Middleton

We are the sponsor and the principal of the sponsor of the community development district offering plan for the captioned property. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 22, and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan, and that the documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;
(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
(iii) not omit any material fact;
(iv) not contain any untrue statement of a material fact;
(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;
(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
(vii) not contain any representation or statement which is false, where I/we:
  (a) knew the truth;
  (b) with reasonable effort could have known the truth;
  (c) made no reasonable effort to ascertain the truth; or
  (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR:

The Villages Development Company, LLC,
a Florida limited liability company
BY: VDC Manager, LLC, a Florida limited liability company, its Manager

By: _____
Martin L. Dzuro, Manager

So sworn to before me

this 16th day of January, 2024.

_____
Notary Public
(SEAL)

AMY L. YOUNG
Commission # GG 969889
Expires June 21, 2024
Bonded Thru Budget Notary Services

INDIVIDUAL PRINCIPAL OF SPONSOR:

By: _____
Martin L. Dzuro

So sworn before me

this 16th day of January, 2024.

AMY L. YOUNG
Commission # GG 969889
Expires June 21, 2024
Bonded Thru Budget Notary Services

_____
Notary Public
(SEAL)

Certification of Sponsor’s Engineer

CFB | CLYMER FARNER BARLEY

ENGINEERING • SURVEYING • GEOSPATIAL • GIS • ENVIRONMENTAL

May 28, 2024

Office of the Attorney General
Real Estate Finance Bureau
28 Liberty St., 15th Floor
New York, NY 10005

RE: Middleton

The Villages Development Company, LLC, the Sponsor of the offering plan for the captioned community retained me/our firm to prepare a report describing the construction of certain Community Development District (CDD) amenities in the community (the "Report"). I/we examined the building plans and specifications that were prepared by my firm, Clymer Farner Barley, Inc., (see list below for dates of plans) and prepared the Report dated April 18, 2024, a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely on the Report.

The dates of the building plans and specifications are as follows:

Lake Harlow Park	March 21, 2022
Lake Harlow Canine Park	February 18, 2022
Dry Creek Park	June 28, 2022
Thurston Park	June 1, 2023
Kewadin Park	April 19, 2023

I am a licensed engineer in the state where the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 22 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I examined;

(ii) in my professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

I/we further certify that I am/we are not owned or controlled by and have no beneficial interest in the Sponsor and that my/our compensation for preparing this Report is not contingent on the conveyance of the property to CDD property or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

By: _____
Woodrow Lee Clymer, Jr., P.E.,
of Clymer Farner Barley, Inc.

So sworn to before me
this 28th day of May, 2024.

Karen R. Morrison
Notary Public

KAREN R. MORRISON
Commission # HH 031805
Expires October 21, 2024
Bonded Thru Troy Fain Insurance 800-385-7019