

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Appeal of the Board of Adjustment decision to deny a side yard (south) setback variance from 10 feet to 6 feet for an existing room addition in PUD (Planned Unit Development District); 2521 Thicket Ridge Court (Janet Work, applicant)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Denny Gibbs **EXT:** 7387

MOTION/RECOMMENDATION:
[Continued From the 7/24/2007 BCC Meeting]

1. UPHOLD the Board of Adjustment decision to deny a side yard (south) setback variance from 10 feet to 6 feet for an existing room addition in PUD (Planned Unit Development District); (Janet Work, applicant); or
2. REVERSE the Board of Adjustment decision to deny a side yard (south) setback variance from 10 feet to 6 feet for an existing room addition in PUD (Planned Unit Development District); (Janet Work, applicant).

District 3 Dick Van Der Weide

Denny Gibbs

BACKGROUND:

On July 24, 2007 this item was continued to August 28, 2007 to allow the applicant to continue negotiations with the Home Owner Association following a mediation hearing.

The applicant constructed a 10.5 foot by 11.83 foot addition (approximately 125 square feet) without securing the proper building permits and requested a side yard setback variance from 10 feet to 6 feet after the fact. A Notice of Violation was issued April 25, 2006 and upon submission for Building Permit review the applicant became aware there was a setback encroachment. At the August 28, 2006 regular meeting, the Board of Adjustment denied the applicant's variance request based upon staff's findings.

The applicant submitted the application to appeal the Board of Adjustment's decision to the Planning Division on September 6, 2006 in order to meet the required deadline for appeal. Shortly after, the applicant filed for mediation as provided through the State of Florida Division of Florida Land Sales, Condominiums, and Mobile Homes. The applicant subsequently requested that the Appeal of the BOA Decision be considered after the mediation hearing which was June 28, 2007.

STAFF FINDINGS:

The Board of County Commissioners shall have the power to hear and decide appeals from Board of Adjustment decisions, including variances that the Board of Adjustment is specifically

authorized to pass under the terms of the Land Development Code upon determination that all of the following provisions of **Section 30.43(b)(3)** are satisfied:

a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning classification.

No special conditions or circumstances exist..

b) That the special conditions and circumstances do not result from the actions of the applicant.

No special conditions and circumstances exist.

c) That granting the variance requested will not confer on the applicant any special privilege that is denied by Chapter 30 to other lands, buildings, or structures in the same zoning classification.

The granting of the requested variance will confer on the applicant special privileges.

d) That literal interpretation of the provisions of Chapter 30 would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification and would work unnecessary and undue hardship on the applicant.

The literal interpretation would not deprive the applicant of rights commonly enjoyed by others. The applicant had the ability to construct the addition within the required setback.

e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

The applicant will still retain reasonable use of the property without the requested variance.

f) That the grant of the variance will be in harmony with the general intent and purpose of Chapter 30, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

The granting of the variance will not be in harmony with the trend of development of the neighborhood. All variances that have been granted in this area were for screen enclosures that were in the rear yards.

STAFF RECOMMENDATION:

Staff recommends the Board of County Commissioners uphold the decision of the Board of Adjustment to deny the side yard (south) setback variance from 10 feet to 6 feet for an existing room addition in PUD (Planned Unit Development District).

ATTACHMENTS:

1. Continuance request 7/5/07
2. Location Map
3. Picture of addition
4. Notice of Appeal to BCC
5. Site Plan of Existing Condition
6. Code Enforcement Notice
7. Settlement offer 7/6/07
8. BOA Meeting Minutes
9. Additional Information
10. Additional Pictures

Additionally Reviewed By:

County Attorney Review (Kimberly Romano)

WILLIAM GLENN ROY, JR.
ATTORNEY AT LAW
411 WEST CENTRAL PARKWAY
ALTAMONTE SPRINGS, FLORIDA 32714
TELEPHONE (407) 869-6167
FAX: (407) 869-9559

July 5, 2007

Mrs. Denny Gibbs
Seminole County Planning and Zoning
Administrative Building
Sanford, Florida 32771

FAX 407-665-7385

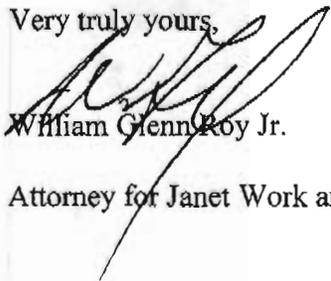
RE: Janet Work Variance Appeal.
REQUEST FOR CONTINUANCE JULY 07 HEARING.

Dear Mrs. Gibbs:

This law firm is now representing Mr. and Mrs. Work in their continuing attempts to resolve all issues with the Sabal Point HOA. Settlement discussions are still on-going.

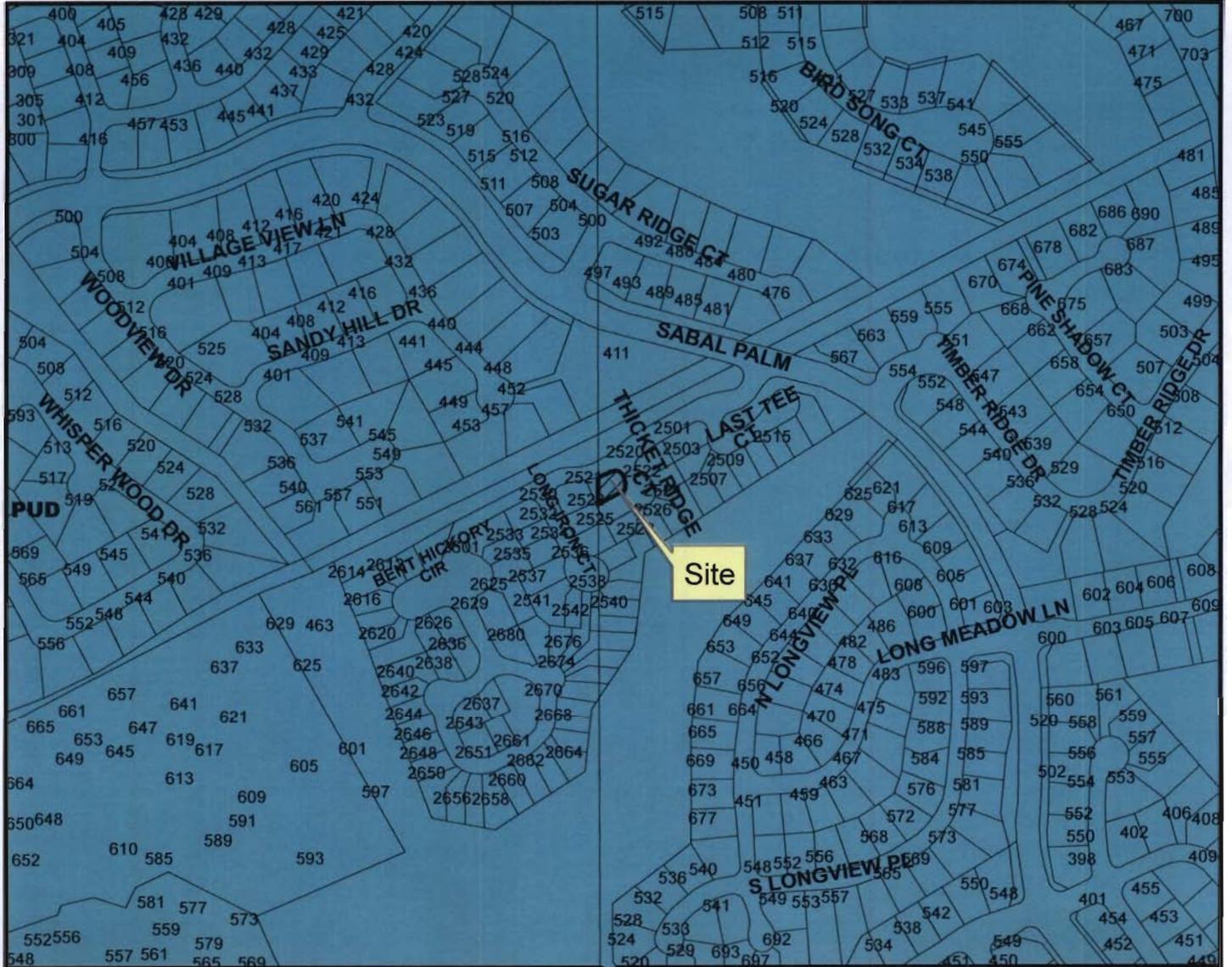
Please continue the Work variance appeal to the August, 07, calendar; and please send a copy of the new notice to this office.

Very truly yours,


William Glenn Roy Jr.

Attorney for Janet Work and Robert Work

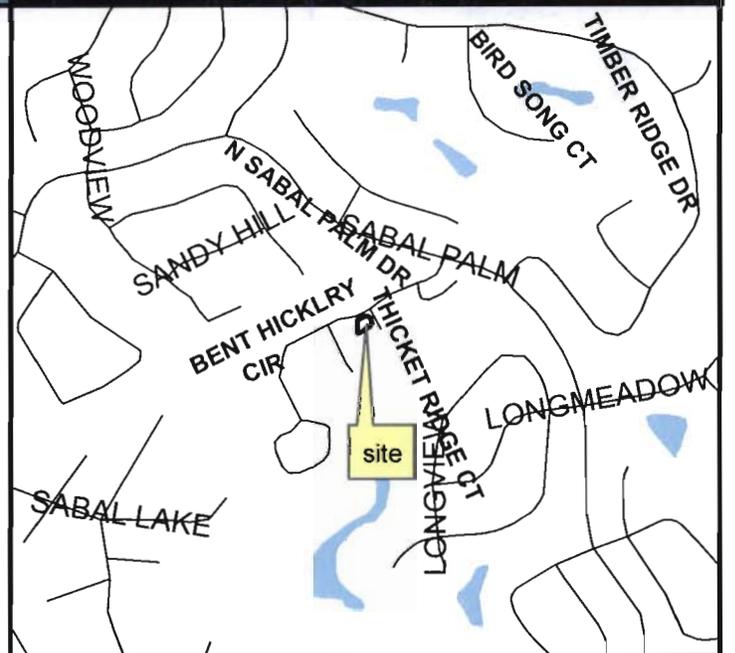
Janet & Robert Work
2521 Thicket Ridge Ct
Longwood, FL 32779



Seminole County Board of Adjustment
August 28, 2006
Case: BV2006-111
Parcel No: 33-20-29-5FP-0000-0170

Zoning

-  BV2006-111
-  PUD





September 6, 2006

Board of County Commissioners
Seminole County, Florida

Re: 2521 Thicket Ridge Ct. (BV2006-111)

Dear Sirs:

In response to the denial for a variance request for Parcel #33-20-29-5FP-0000-0170 on August 28, 2006 by the Seminole County Board of Adjustment, we feel we have no choice but to appeal in order to state the true facts surrounding the building of an extension to the existing roof line and enclosure of an existing patio at our residence in Sabal Point, **which took place in August & September of 2004.**

We apologize for any non-compliance in obtaining a building permit; but as repairs to our residence, resulting in the above building extension, were made during the hurricane season of 2004 - during which time announcements were being made over the radio and in the newspaper that building permits were being waived - we did not think a permit was necessary. When we received a Code Violation in April of 2006 from the county we called immediately to comply, resulting in our request for a variance in order to obtain the requested permit.

We were "shocked" and disappointed at the false statements and accusations made by the "opposition" to the variance request during the Board of Adjustments meeting.

When approached by the Homeowners' Association **over a year after the enclosure of our patio, in the fall of 2005**, we replied to them in the form of two letters, one of which was written and signed by our next-door neighbor Larry Bennett, and the completion of an Application for Approval - after the fact & at their request - with our apology for not knowing that we should have requested their approval in advance. We furnished them all the information we had in our possession, stating that we did not apply for a building permit and could not locate a survey or plat map of our property. At that time we requested a copy of their "Rules & Regulations", so we would know what to do in the future - only to have the **Application for Approval denied** and returned to us by mail **without** a copy of the requested "Rules & Regulations",

Page Two
Board of County Commissioners
September 6, 2006

In surveying other properties in Sabal Point, it appears there have been several "variances" and/or "approvals" granted for existing pool enclosures, additions, fences and recently built homes that do not appear to be in compliance with the Rules & Regulations. (We did finally receive a copy - after we verbally requested a copy of the representative of our Homeowners' Association during the August 28th meeting.)

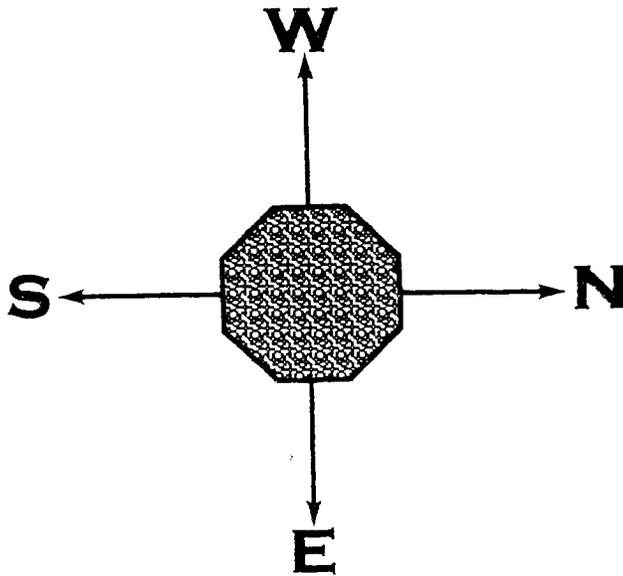
We are submitting this letter as a written request for an appeal, along with pictures of the existing "addition in question" and the required form and fee.

Sincerely,



Robert & Janet Work
2521 Thicket Ridge Court
Longwood, FL 32779

407-869-9427



Bob & Janet Work Residence

2521 Thicket Ridge Ct
Longwood, FL 32779
(407) 869-9427 Res
(407) 230-2308 Cell

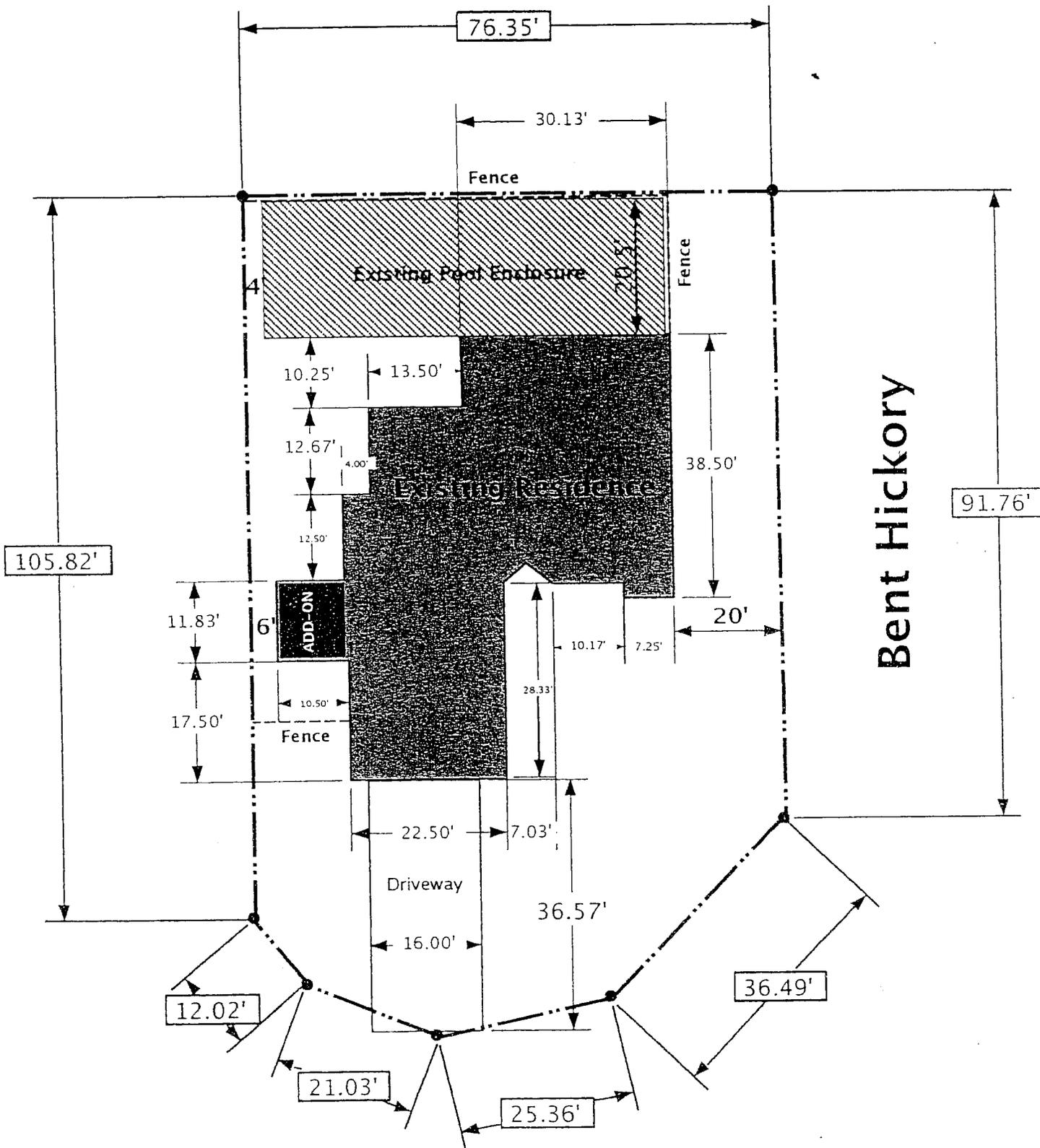
Legal Description:

Leg Lot 17, Sabal Green at Sabal
Parcel ID: 33-20-29-5FP-0000-0170
Point PB 25 PGS 41-43

Legend:

Property Lines - Green
Residence Dimensions - Blue
Residence Footprint - Brown
Setbacks - Red

Scale: 1" = 20'



Thicket Ridge Ct.

NOTICE OF CODE VIOLATION

LOCATION OF VIOLATION: 2521 Thicket Ridge Court
IN ACCORDANCE WITH SEMINOLE COUNTY CODES YOU ARE HEREBY NOTIFIED THAT
THE ABOVE DESCRIBED PROPERTY IS IN VIOLATION OF FIA Bldg CODE
CHAPTER/ARTICLE 1 SECTION 105.1

DESCRIPTION OF VIOLATION: Constructed an addition
without permits

CORRECTIVE ACTION: Secure the required permits

THE ABOVE CORRECTIVE MEASURES MUST BE TAKEN BY 5-19-06

FAILURE TO CORRECT THE ABOVE VIOLATION WILL RESULT IN THE MATTER BEING TURNED OVER TO THE CODE ENFORCEMENT BOARD FOR FURTHER ACTION. THE CODE ENFORCEMENT BOARD HAS THE AUTHORITY TO LEVY FINES UP TO \$250.00 A DAY FOR EVERY DAY THE VIOLATION EXISTS.

IF CHECKED, A LICENSE REVOCATION HEARING WILL BE SCHEDULED FOR APPLICABLE CONTRACTOR VIOLATIONS.



For further information contact:
Building and Fire Inspection Division
Seminole County Services Building
1101 East First Street, Room 1020
Sanford, FL 32771
PHONE: (407) 665-7338 OR (407) 665-7423

DATE: 4-25-06 ^{3.3.06} **INSPECTOR:** Jim Helle Janya

CASE NO: 05-613
Have 30 Extension 'til June 19th
Day see reverse side

TAYLOR & CARLS, P.A.**ATTORNEYS AND COUNSELORS AT LAW****850 CONCOURSE PARKWAY SOUTH****SUITE 105****MAITLAND, FL 32751****TELEPHONE: (407) 660-1040****TOLL FREE: (800) 395-8235****FAX: (407) 660-9422****PALM COAST, FLORIDA**
TELEPHONE: (386) 446-5970
FAX: (386) 446-5938**MELBOURNE, FLORIDA**
TELEPHONE: (321) 253-2223
FAX: (321) 253-2237**TAMPA, FLORIDA**
TELEPHONE: (813) 314-2223
FAX: (813) 314-2197**HARRY W. CARLS**
ROBERT L. TAYLOR*
PATRICK C. HOWELL
ELIZABETH A. LANHAM-PATRIE**GENE S. ROGER**
ROBYN SEVERS BRAUN
RICHARD M. COLN
NGOZI C. ACHOLONU
JENNIFER M. SINCLAIR

*Board Certified Real Estate Attorney

July 6, 2007

Via Facsimile Transmission**William Glenn Roy, Jr., Esq.**
Attorney at Law
411 West Central Parkway
Altamonte Springs, FL 32714**Re: Sabal Point Community**
Robert and Janet Work

Dear Mr. Roy:

I have received your letter dated June 28, 2007, in which you proposed a settlement in the amount of \$5,000.00, along with the exchange of general releases by the parties. I have conveyed your offer to my client, the Sabal Point Community Association.

The President of the Association has reviewed your offer and has indicated that the full board wishes to discuss and consider the offer at the next duly noticed meeting of the Board of Directors on July 17, 2007. Accordingly, I am requesting on behalf of my Client, additional time for the Board to adequately consider this offer.

Once the Board has reviewed the settlement, I will notify you of their decision. I thank you for your consideration in this regard.

Sincerely,


Richard M. Coln

RMC/sc

cc: Sabal Point Community Association, Inc.

Sp0028 ltr4

**MINUTES FOR THE SEMINOLE COUNTY BOARD OF ADJUSTMENT
AUGUST 28, 2006 MEETING
ITEM #16**

2521 Thicket Ridge Court – Janet Work, applicant; Request for a side yard (south) setback variance from 10 feet to 6 feet for an existing room addition in PUD (Planned Unit Development District); Located on the southwest corner of Bent Hickory Circle and Thicket Ridge Court approximately 500 feet west of Sabal Palm Drive; (BV2006-111)
Denny Gibbs, Senior Planner

Denny Gibbs introduced the location of the property and stated that the applicant constructed an addition that encroaches 4 feet into the 10 feet side yard setback. She further stated that the side yard setback in Sabal Point Planned Unit Development is established at 10 feet between buildings and therefore the setback of this addition is based on the placement of the adjacent structure which is on the lot line. She then stated that Code Enforcement had issued a violation and also an extension for compliance. She lastly stated that there was no record of prior variances granted for the property.

Janet and Bob Work stated that they had lived in the neighbor for 14 years. Janet Work stated that the addition happen after the hurricane season in 2004. She further stated that there was a patio with a wooden deck on it that they removed several years ago because the wood rotten. She then stated that their sons came and tiled that area for them. She also stated that during the hurricane season they had damage to the roof and they couldn't afford to have it fixed professionally because she and her husband were both retired and they didn't have a lot of money. She further stated that her son got someone to help him fix the roof and at that time they constructed the addition. She then stated that they didn't know they needed a permit until they received a notice from the Building Department. She also stated that since they remained inside the fence they thought they could do what they wanted to the property. She lastly stated that they were sorry they were requesting the variance after the fact.

Mr. Hattaway asked if the Sable Point Homeowners Association been involved.

Janet Work stated that the Homeowners Association came to them last fall and wondered how the addition got there.

Mr. Work stated that the structure was built to code, it had a nice appearance and it fit in very well. He further stated they would not have done it if they knew they needed to apply for a variance.

Mr. Pennington asked was it a mandatory Homeowners Association.

Janet Work stated that she assumed it was. She then stated that they had done a lot to the property since they had lived there and they didn't know they needed to ask for permission for anything. She further stated that when the Homeowner Association came to them and gave them a list of the things they could not do they had already done several of them such as painting and putting on a roof twice.

Mr. Bushrui asked if they paid dues.

Janet Work stated yes.

Mr. Bushrui stated that it was a mandatory Homeowners Association.

Larry Bennett stated that he lived in the house next door and the addition didn't bother him. He further stated that it is an improvement and it matches the house.

Wayne Hunicke stated that he was the President of the Sable Point Community Services Association and they represent about 800 families. He then stated that the Work's live in a village of about 72 homes, which have special plans and restrictions. He further stated that he had been a Sabal Point resident for 20 years and President for about 5 years. He then stated that he would briefly outline the Association concerns about the request.

- The work was done without their Architectural Review Board approval
- No drawings or specifications for the addition
- No County permits or code inspections

He further stated that it is always easier to ask for forgiveness than it is to get permission. He then stated that he would ask the Board to consider the principal as they evaluate the case. He also stated that the Work's did expand their residence and reduced what was already a close proximity between buildings in that area. He further stated that the addition was currently being used as a kitchen as he understood. He then stated he had concerns about the fire code with the buildings being so close to each other. He also stated that the request was denied by their Architectural Review Board. He further stated that in this community every resident is legally required to receive a copy of the covenants. He then stated that they have a community newsletter and about once a year they run an article on when is architectural review required, and about every month

they have a summary of what kinds of actions had been submitted and what was required. He also stated that they have user friendly forms and they work to keep residents informed.

Mr. Pennington asked if the Homeowners Association approved any similar situation.

Wayne Hunicke stated no sir this is something that rarely happens in our community.

Bob Harper stated that he lives directly across the street from the structure. He then stated that he was a member of the Sable Green Homeowners Association, which is a sub Board of Sable Point. He further stated that he strongly objected to the structure because it was built without inspections, without any drawings and it presented a fire danger. He then stated that in this community of 72 units each house has a 0 lot line on one side and a neighbor that has 10 – 12 feet between buildings, and to encroach in that area would decrease the property values.

Tom Snow stated that he lived in the Sable Green Subdivision, and this subdivision was planned out from the beginning with houses at a 10 feet separation. He further stated that every newsletter always mention that all changes to the structure have to go in front of the Architectural Review Board. He then stated that all homeowners know that there are special conditions in this community. He also stated that this addition to the structure is not in keeping with the architectural integrity of the neighborhood. He lastly stated that he was concerned that if the Board of Adjustment approved this request his next door neighbor would build an addition and endanger his home.

Claudette Jaillet stated that she was currently the Chairperson of the Sable Green Homeowners Association. She then stated that she had received several complaints from neighbors about the addition. She further stated that the construction began in January of 2005. She then stated that the roof line of the addition is much closer than 6 feet which is the applicant request. She lastly stated that all the homes are wood frame.

Janet Work stated that she wanted to clear up some misunderstandings, the construction of the addition was done in August and September of 2004. She further stated that the addition was not a kitchen, they had a very small kitchen with no eating room and the addition is a room that they eat in. She then stated that she had letters of all communication between them and the Homeowners Association, which she gave to the Board of Adjustment. She lastly stated that there was a screened in area in the back when they purchased the home which had only 4.5 feet from the

other neighbor which was one reason why they were not concerned about the addition.

Mr. Pennington made a motion to deny the request.

Mr. Rozon seconded the motion.

The motion passed by unanimous consent (5-0).

Robert Work and Janet Work
 2521 Thicket Ridge Court
 Longwood, Florida 32779

Seeking 4' Variance into Side Yard Setback. (10 feet long)

Date	Format	Regarding
October '91	Purchased Home Existing 10' X 10' concrete slab foot print was already in 10' setback	
Late August '04 to 09/04		Repaired roof, built walls on existing 10' X 10' slab
08/13/04	Hurricane Charley Hits	Homeowner believed newscast said building permits suspended
8/24/04	Hurricane Frances Hits	
9/25/04	Hurricane Jeanne Hits	
01/05	Works receive Yard of the Month award	
02/05	Letter	Complimented use of flowers in the Works yard and stated they would like to do that all over the neighborhood
09/10/05	Letter From Sabal Point to Robert Work	Extensive exterior modifications to the Work's home
09/15/05	Letter from Works to Sabal Point	Visit and Letter dated September 10, 2005
09/30/05	Sabal Point Community Services Form	Exterior Improvement Approval Form
09/30/05	Letter from Works to Sabal Point	Follow up to September 15, 2005 letter with plans and sketches
10/05/05	Letter from Sabal Point Architectural Review Committee to the Works	Requesting of documentation
10/6/05	Anonymous Voice Mail to Code Enforcement after denial of Arch Review Committee	
4/25/06	Notice of Code Violation	Constructed an addition without permit
6/16/06	Application to Seminole County Board of Adjustments	
6/16/06	Check #2164 in the amount of 150.00	Variance Application - attached
6/22/06	Letter from Janet Work to Seminole County	Variance Application -

	Planning and Development Department	neighbor next door ahs no objection to variance
8/28/06	<p>Variance Board Meeting – Errors in testimony from opposition</p> <ol style="list-style-type: none"> 1. Not used for cooking 2. Construction dates – see this chronology 3. ARC only requires plan submission. Not required in covenants to have a building permit at Arch reviews 4. HOA ignored the 4.5 ft. eastement listed in covenants – see OR 1337 pgs 1524 side yard easements 5. No documents provided to new owners have any setback requirement in them, only source is building department 6. New owner misled by Sentry Management and HOA and Documents calling their properties zero lot line, when some documents confuse with “patio home” 7. Room addition is over pre-existing slab footprint and fully meets all other building codes and is in everyway a matching addition to the existing building – including the use of specified shingles 8. HOA failed to disclose other variances in Sabal Green and the inside 10’ distance between roofs. See Pictures. 	
8/28/06	Letter from Seminole County Planning Division	Thicket Ridge Court Variances Placard
8/29/06	Letter from Seminole County Planning Division	Request for a side yard setback variance from 10 feet to 6 feet for an existing room additional in PUD
8/29/06	Letter from Wayne Hunecke to the Works regarding the Declaration Including the Attached page	Side yard easement
9/06/06	Letter from Janet Work to Board of County Commissioner Seminole County Florida	Addition in Question
9/07/06	Letter from Work to Patricia S. Johnson	Letter to go with the appeal form and pictures
09/26/06	Seminole County Government Agenda Memorandum	Appeal will be heard on 12/12/06 at 1:30
11/7/06	Boundary Survey of property shows 6’	

	separation between buildings	
11/13/06	Seminole County Government Agenda Memorandum	Appeal has been rescheduled to 1/9/07 at 1:30 p.m.
12/14/06	Petition for Mediation in Homeowner's Association	
12/20/06	Letter from Janet work to Seminole County Planning Department	Postponement of appeal for variance from 1/9/07
12/31/06	Works hire attorney	
2/5/07	Work's attorney requests copies of Sabal Point Community Service Association, Inc.	
2/12/07	SPCSA attorney Coln directs Work attorney to Sentry Management who at appointment states she has no records Declaration of Covenants and Setbacks Sabal attorney refuses to supply any documents and says go to county for information	
3/27/07	Mastronardo appointed as mediator – lives in Golfbrook Villas (Sabal Point) and as HOA Board. See anonymous letter dated 6/28/07	
4/9/07	Letter from William Glenn Roy, Jr. to Richard Coln	HOA attempt to use the mediator Mastronardo
4/9/07	Work attorney moved to recuse Mastronardo as DBPR mediation	
5/7/07	Florida DBPR – Div Land Sale Mediation. HOA demanded \$15,000 to settle. Work's offered \$5,000.00	
6/28/07	Anonymous Letter	SCPSA
6/28/07	Work attorney renews mediation offer to settle for \$5,000.00	6/28/07
7/6/07	Letter from Richard M. Coln to William Glenn Roy, Jr.	Attorney received Work's renewed \$5,000 offer
7/25/07	Letter from Richard M. Coln to William Glenn Roy, Jr.	SPCA "did not wish to accept the offer "at this time"
	Amended Final Master Plan of Sabal Point	
	Zoning and Land Use Table	

SABAL GREEN AT SABAL POINT
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

SEMINOLE CO. FL.

THIS DECLARATION, is made as of the 15th day of May, 1981,
by SABAL POINT PROPERTIES, INC., a Florida corporation having its
address at 151 Sabal Palm Drive, Longwood, Florida 32750
("Declarant").

PRELIMINARY STATEMENT

The Declarant is the owner of the Property, defined herein,
and desires to add the Property to the Existing Property, defined
herein. The Property is added to the Existing Property in accor-
dance with the terms of the Original Declaration and is
"Additional Property" defined in the Original Declaration. Both
the Existing Property and the Property are part of the
Development, defined herein. The Declarant desires to create on
the Property a residential community with green spaces and other
common property for the benefit of the residents within the
Development and desires to provide for the maintenance of the
open spaces and other common property and, to this end, desires
to subject the Property to the covenants, conditions, restric-
tions, easements, charges and liens set forth in this
Declaration, for the benefit of the Property and each Owner of
any part of it. Further, the Declarant desires to provide for

*F.O. No. 3071
Longwood, Fl. 32750*

THIS INSTRUMENT WAS PREPARED BY:

J. LINDSAY BUILDER, JR., ESQUIRE
Maguire, Voorhis & Wells, P.A.
135 Wall Street
Orlando, Florida 32802

*RECORDED
MAY 21 8 42 AM '81*

MAY 21 8 42 AM '81

008056

shall be valid unless an instrument evidencing agreement to such dedication or conveyance has been signed by two-thirds (2/3) of each class of Members entitled to vote and a certificate signed by the Secretary of the Association is recorded certifying that two-thirds (2/3) of each class of Members consents to such dedication or conveyance.

Section 2. Delegation of Rights. The right of an Owner to enjoy the Common Area or Limited Common Area may be delegated to members of the Owner's family, tenants of the Owner and contract purchasers who reside on the Lot.

Section 3. Other Easements. The easement of enjoyment granted to Members by this Article is subject, among others, to easements for the installation and maintenance of utilities and drainage facilities granted or reserved in the plat of the Property. No improvement or material may be placed on such an easement that may damage or interfere with the installation and maintenance of utilities or that may change the direction or affect the flow of drainage.

Noted
Section 4. Side Yard Easements. Each Living Unit shall contain one windowless exterior wall (the "Special Exterior Wall") which may be contiguous with the Lot line and which may face an adjacent Lot (the "Adjacent Lot"). The Living Unit having the Special Exterior Wall shall hereinafter in this Section 4 be referred to as the "Dominant Tenement"; and the Adjacent Lot

shall hereinafter in this Section 4 be sometimes referred to as the "Servient Tenement". There is hereby reserved to the Declarant, its successors and assigns, together with the right to grant and transfer the same, a four (4) foot sideyard easement across the Adjacent Lot, which easement shall be appurtenant to the Dominant Tenement and shall burden the Adjacent Lot. Each easement, across a Servient Tenement is hereby granted to the Owner of the corresponding Dominant Tenement, subject to the following:

(a) The easement shall be in favor of the Dominant Tenement over the Servient Tenement for the purpose of (1) accommodating the natural settlement of structures; (2) drainage over, across, and upon the easement area for water draining from any structure upon the Dominant Tenement, or for drainage into and through the subsurface drainage facilities located within the easement area; (3) maintaining eaves and appurtenances thereto and the portions of any structure upon the Dominant Tenement which overhangs the easement area; and (4) for any other purpose reasonably contemplated by the location of the easement; and

(b) The easement shall be over the Servient Tenement for the purposes of landscaping, fencing, draining, the establishment of a general recreation or garden area, repair of the Special Exterior Wall or roof of the Dominant Tenement, and purposes related thereto, subject to the following provisions:

(i) The Owner of the Dominant Tenement shall have the right at all reasonable times to enter upon the easement area, including the right to cross over the Servient Tenement for such entry, in order to perform work related to the use and maintenance of the Dominant Tenement or the easement area; and

(ii) The Servient Tenement shall have the right of drainage over, across and upon the easement area for water draining from any structure upon the Servient Tenement, or for drainage into and through the subsurface drainage facilities located within the easement area, the right to maintain eaves and appurtenances thereto and the portions of any structure upon the Servient Tenement; and

(iii) The Owner of the Servient Tenement shall have the right to construct fencing across the easement area, provided that the Owner of the Servient Tenement shall not attach any object or structure to a wall or dwelling belonging to the Dominant Tenement or disturb the grading of the easement area or otherwise act with respect to the easement area in any manner which would damage the Dominant Tenement and provided further, that any such fencing shall be approved by the Sabal Green Committee as provided in Article V of this Declaration; and

(iv) In exercising the right of entry upon the easement area as provided for above, the Owner of the Dominant Tenement agrees to utilize reasonable care not to damage any

landscaping or other items existing in the easement area; provided, however, the Owner of the Dominant Tenement shall not be responsible for damage to such landscaping or other items to the extent such damage would not be reasonably avoided in connection with such entry upon the easement area for authorized purposes.

SERPHOLE CO. FL.

1337 1527

OFFICIAL RECORDS
PAGE

Section 5. Utilities. Easements over the Property for the installation and maintenance of electric, telephone, water, gas, sanitary sewer lines, drainage facilities and for any other function reasonably contemplated by the Declarant as shown on the recorded plat of the Property are hereby reserved by the Declarant, its successors and assigns, together with the right to grant and transfer the same.

ARTICLE V

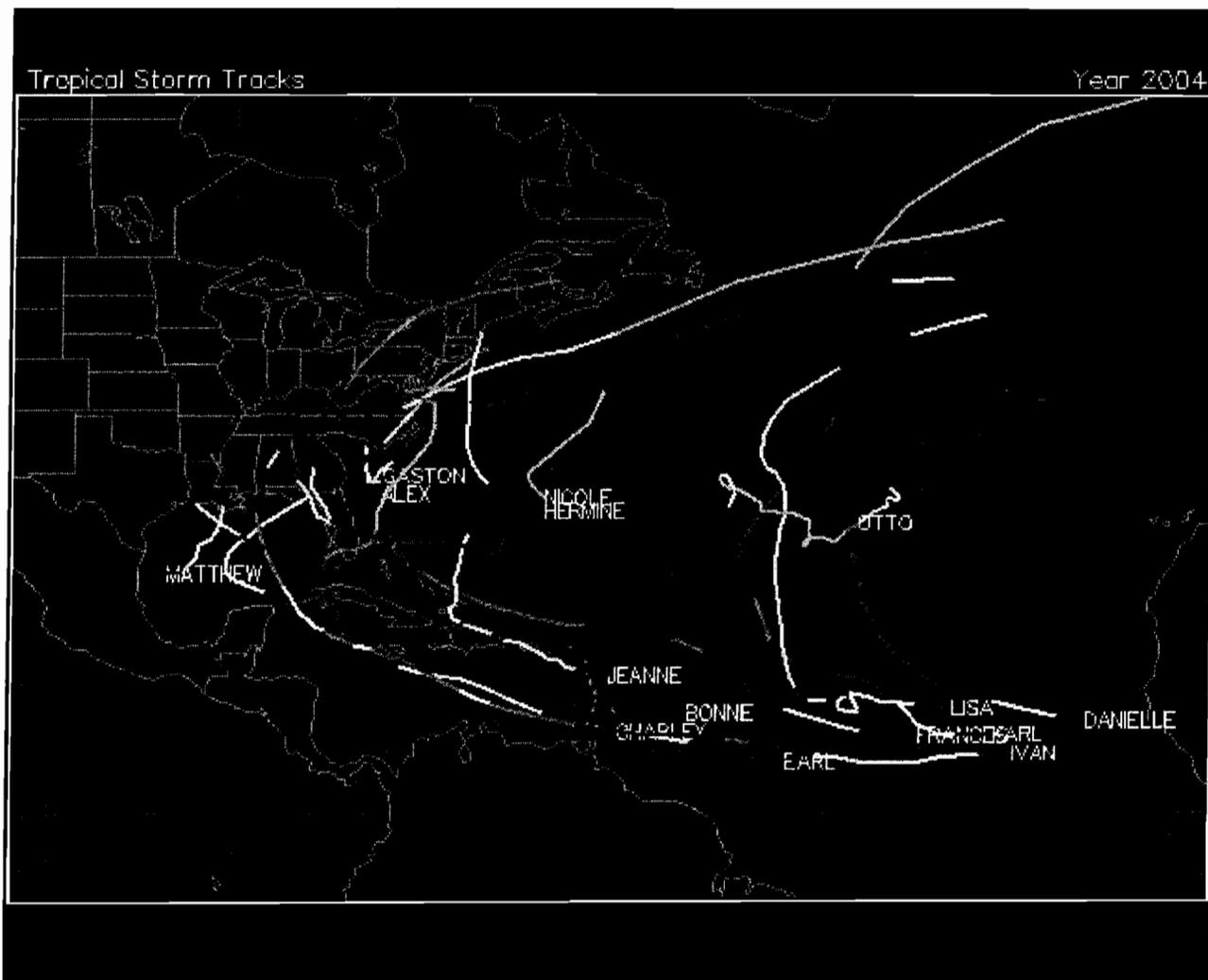
LIMITED COMMON AREA

Section 1. Use of Limited Common Area. The Limited Common Area shall be used only by those Owners specifically authorized to use the Limited Common Area. (Whenever used in this Article V, the term "Owner(s)" shall mean only the record owner of a fee simple title to a Lot located in the property described as SABAL GREEN AT SABAL POINT, and shall not mean any person or entity which owns a Lot within any other portion of the Existing Property.)

The Declarant intends, and by purchasing a Lot in the Property each Owner agrees, that the Association shall be respon-



2004 Hurricane/Tropical Data for Atlantic



Individual Storm Summary

Winds in knots, pressure in millibars, category is based on Saffir-Simpson scale.

#	Name	Date	Wind	Pres	Cat
1	Hurricane ALEX	31 JUL- 6 AUG	105	957	3
2	Tropical Storm BONNIE	3-14 AUG	55	1001	-
3	Hurricane CHARLEY	9-15 AUG	125	947	4
4	Hurricane DANIELLE	13-24 AUG	95	964	2
5	Tropical Storm EARL	13-15 AUG	45	1009	-
6	Hurricane FRANCES	25 AUG-10 SEP	125	937	4
7	Hurricane GASTON	27 AUG- 3 SEP	65	986	1
8	Tropical Storm HERMINE	27-31 AUG	50	1002	-

9 Hurricane IVAN	2-24 SEP	145	910	5
10 Hurricane JEANNE	13-29 SEP	105	951	3
11 Hurricane KARL	16-28 SEP	125	938	4
12 Hurricane LISA	19 SEP- 3 OCT	65	987	1
13 Tropical Storm MATTHEW	8-11 OCT	40	997	-
14 Subtropical Storm NICOLE	10-11 OCT	45	986	-
15 Tropical Storm OTTO	26 NOV- 5 DEC	45	995	-

Saffir-Simpson Scale

The chart color codes intensity (category based on Saffir-Simpson scale):

Type	Category	Pressure (mb)	Winds (knots)	Winds (mph)	Surge (ft)	Line Color
Depression	TD	----	< 34	< 39		Green
Tropical Storm	TS	----	34-63	39-73		Yellow
Hurricane	1	> 980	64-82	74-95	4-5	Red
Hurricane	2	965-980	83-95	96-110	6-8	Light Red
Hurricane	3	945-965	96-112	111-130	9-12	Magenta
Hurricane	4	920-945	113-135	131-155	13-18	Light Magenta
Hurricane	5	< 920	>135	>155	>18	White

NOTE: Pressures are in millibars and winds are in **knots** where one knot is equal to 1.15 mph

Individual Storm Details

	<p>Hurricane ALEX (31 JUL-06 AUG) Storm - Max Winds: 105 Min Pres: 957 Category: 3</p> <p>DETAILS Tracking information</p>
	<p>Tropical Storm BONNIE (03-14 AUG) Storm - Max Winds: 55 Min Pres: 1001</p> <p>DETAILS Tracking information</p>
	<p>Hurricane CHARLEY (09-15 AUG)</p>

SABAL POINT COMMUNITY SERVICES ASSOCIATION



SPCSA ARCHITECTURAL REVIEW COMMITTEE

September 10, 2005

Mr. Robert Work
2521 Thicket Ridge Court
Longwood, Florida 32779

Dear Mr. Work:

The SPCSA Board of Directors and Architectural Review Committee (ARC) have noted extensive exterior modifications to your home by adding an addition. In checking our records on file with Regency Professional Management there is no record of a request for this work to be completed nor did the ARC approve it.

1. **Architectural Control** – the SPCSA Board and ARC members have responsibility for protecting the value of properties and maintaining high standards for development within the community. The goal in every decision is to preserve appearances while balancing the interests of individual homeowners with the expectations and rights of other residents. Sabal Point's Residential Planning Criteria encourage use of designs, colors and materials that are compatible with other homes in the area.

There have been several recent incidents where homeowners have initiated exterior improvements to residences without prior approval by SPCSA's Architectural Review Committee (ARC). These violations of Sabal Point's deed restrictions can result in legal action by the Association's attorneys and court-ordered removal of the unauthorized additions. Affected homeowners incur substantial legal fees and the cost of corrections.

Prior to any work being completed residents must submit a written ARC approval request for exterior maintenance, modifications or additions to their property including changes in landscape areas, driveways, walkways, pool enclosures and any fixed items of yard equipment. Some examples would be:

- Residence repainting, re-roofing, replacement of windows, doors or shutters where changed colors, designs or materials are involved
- Addition of fences, partitions, pools / pool modifications, patios, driveways, planters, play structures, gazebos or yard equipment
- Replacement of pool surfaces, mailbox structures; installation of flag poles
- Large landscape renovations, modifications or additions; tree removals
- Replacement of fences, driveways, walkways, paved areas
- Major exterior lighting additions

Supporting Documentation - as indicated in the "Construction or Alteration" section of the covenants, residents are required to define and document the specifics of the work they want to accomplish, and for major projects should indicate how the work will be performed, i.e. by themselves or licensed contractor.

Documentation would typically include:

- A Plat map to show property lines and exact location of any additions
- Sketches or drawings of work areas and intended designs
- Color or material samples for paint or roofing materials; specifications for shingles
- Catalogs or copies of contractor-proposed specifications for items such as construction or repaving (where the installed base is critical to appearance and lifetime)
- Plans for truck unloading, temporary material storage (vs. dumping sand or rocks in the street) and debris removal if major construction work is involved.

In the case of the work that you have completed without authorization or ARC approval the following documents will need to be submitted with your ARC request form for review to include approval and for file.

- 1) Copy of Seminole County Building Permit.
- 2) Copy of engineered drawings detailing construction, to include being signed by a licensed engineer in the State of Florida, that reflects the materials used meet all Florida statutes.
- 3) Copy of License of Contractor that preformed work.
- 4) Letters of approval signed by reciprocating neighbors that adjoin your property approving of the construction completed.
- 5) Plat map detailing property lines and construction dimensions.
- 6) Sample roofing materials to include specifications.

To request ARC approval, an Exterior Improvement Approval Form should be obtained from Regency Professional Management and submitted with drawings/specifications at least 30 days prior to planned work beginning.

As of this letter the exterior improvements that you have completed require further documentation and ARC approval. Please contact myself, R. Zweibohmer at 407-774-8443, Chairman of the ARC if you have further questions.

Thank you for your attention to this matter.

Respectfully,

Randall Zweibohmer
Sabal Point Community Services Association
SPCSA ARC Committee

cc: Regency Professional Management / SPCSA ARC file
Attachments: ARC Request Form

September 15, 2005

**SABAL POINT COMMUNITY SERVICES ASSOCIATION
SPCSA Architectural Review Committee
P. O. Box 915348
Longwood, FL 32791-5348**

Attn: Randall Zweibohmer

Re: Visit and Letter dated September 10

Dear Mr. Zweibohmer:

In response to your visit and receipt of your letter this past Saturday, we will be sending a detailed letter, signed exterior improvement approval form, signed letter of approval from our neighbor, and any available supporting documentation as requested within the next couple of weeks.

We have lived at this residence for almost fourteen years – replaced exterior doors, repaired rotten wood on the house and fence, painted the house twice, replaced the roof twice, replaced the screen enclosure on the pool, & resurfaced the pool & pool deck – not to mention extensive tree-trimming & removal of dead trees and shrubs along with, extensive replacement of shrubs and landscaping. We did not request or receive approval for any of these improvements or modifications to our home, as we were not aware that it was required.

In repairing and maintaining our home over the years we have always been careful to make sure we matched color of paint, style & design of roofing material, etc. We also made sure the small enclosure we constructed over the existing patio, which was done a year ago, followed these same guidelines.

We appreciate your concern, and apologize for not requesting prior approval of the committee.

Sincerely,

**Robert & Janet Work
2521 Thicket Ridge Ct.
Longwood, FL 32779**



EXTERIOR IMPROVEMENT APPROVAL FORM

Sabal Point Community Services Association, Inc.

Date Received
by SPCSA:

Instructions: Please complete Sections 1, 2, & 3; attach any supporting drawings or information.

- All requests for additions must have a Lot survey attached, marked with intended locations.
- For painting & roofing approvals, please attach paint chips and/or shingle samples with the chosen colors clearly marked (larger samples may be requested).

Applications will be responded to within 31 days of the date of Architectural Review Committee (ARC) receipt. If you have any questions please contact: **Regency Professional Management** at (407) 786-5100.

Section 1: Name and Addresses

Name: Robert + Janet Work Phone number(s): 407-869-9427
 Property Address: 2521 Thicket Ridge Ct. (Sabal Green)
 Mailing Address (if different): _____
 City: Longwood, State: FL Zip Code: 32779

Section 2: Change Description (include all dimensions, materials, colors, finishes, location, etc.)

See attached letter
+ sketch with dimensions
+ materials used.

Expected Start Date: N/A Projected Completion Date: Building of enclosed patio " was done during August + September of 2004.

Section 3: Request For Approval

"I request approval to make the changes described herein. I understand that some types of work require County permits, and I will obtain all necessary permits prior to starting the work."

Robert S. Work Janet Work
 Signed

September 30, 2005.
 Date

Section 4: SPCSA /ARC USE ONLY

- Approved
- Approved - subject to the following:
- Denied - comments:

INSUFFICIENT SUPPORTING DOCUMENTATION PROVIDED
AS SPECIFIED IN LETTER FROM SPCSA DATED 9/10/05
PAGE 2 - SUPPORTING DOCUMENTATION

Randall J. Z...
 Signed (SPCSA / ARC)

11/12/05
 Date

Please submit this form and all required attachments to: **Sabal Point Community Services Association**
P.O. Box 915348
Longwood, FL 32791-5348

September 16, 2005

SABAL COMMUNITY SERVICES ASSOCIATION
SPCSA Architectural Review Committee
P. O. Box 915348
Longwood, FL 32793-5348

To Whom It May Concern:

We understand that Robert and Janet Work, who own the home adjoining ours at 2521 Thicket Ridge Ct., Sabal Green., have been requested to submit a letter to you signed by us granting our approval of the enclosed patio which was constructed on the side of their house which is next to our garage.

This letter will confirm in writing that we have no objection to the enclosed patio in question.

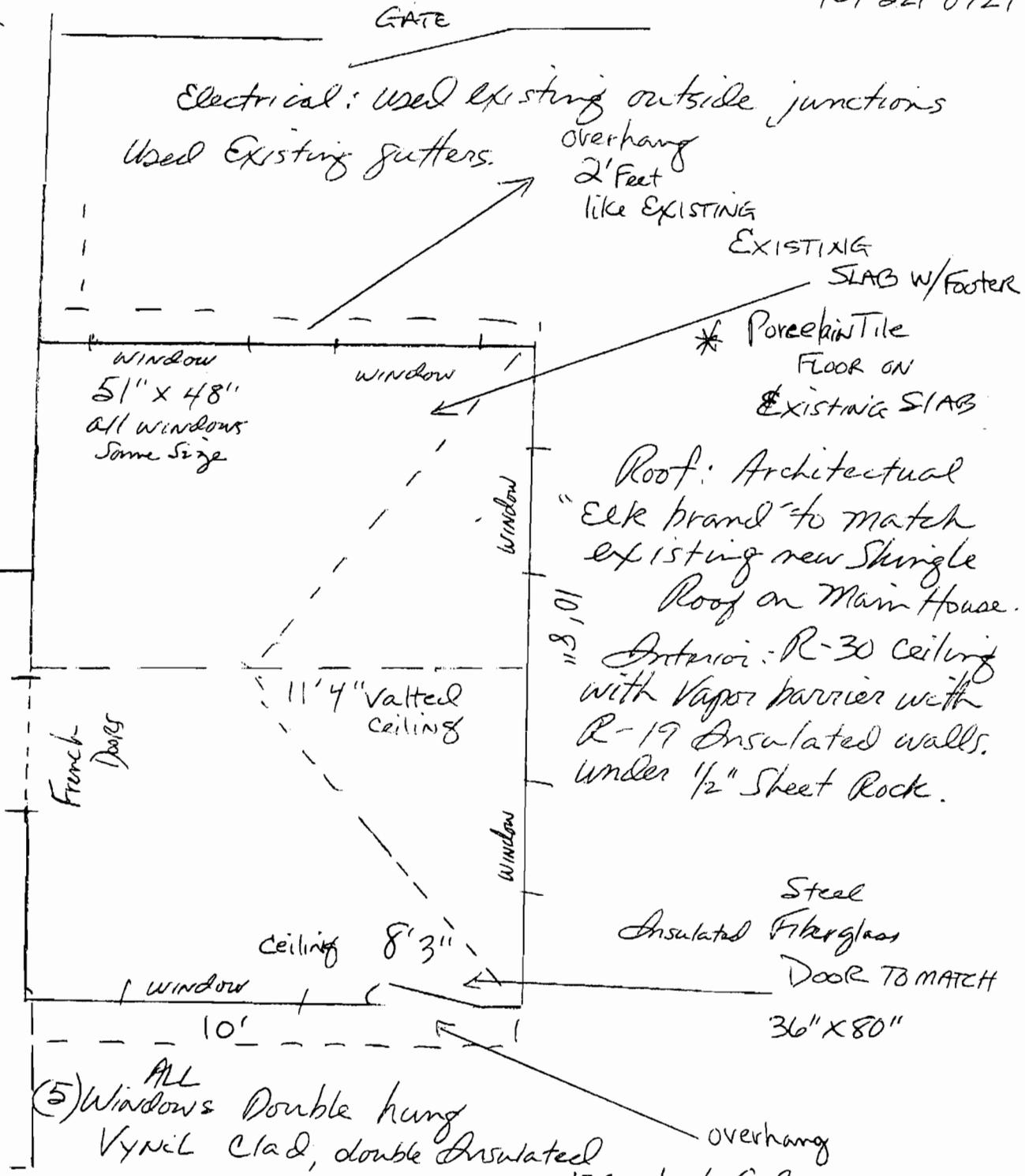
Sincerely,

Larry E. Bennett
2523 Thicket Ridge Ct.
Longwood, Fl 32779

Preliminary Sketch For

Worce Residence @ 2521 Thicket Ridge Ct Longwood, FL 32775

EXISTING Kitchen



ALL (5) Windows Double hung Vinyl clad, double Insulated 120mph to Code

FRAME CONSTRUCTION 16" on Center with hurricane Code Straps.
 Roof Framing = 2x10' pine Installed to Code
 Treated 4x6' (Treated P.T.) Framing between Windows with Hurricane tie downs into Footers. Continuing 2'x12 headers on top of 4x6' with straps to Code.
 Interior Ceiling is 1x6' white pine tongue and groove.
 Exterior: 1/2" Celtex Sheeting insulated, under Cedar lap 1x12 Siding to match Existing home.

September 30, 2005

SABAL POINT COMMUNITY SERVICES ASSOCIATION
SPCSA Architectural Review Committee
P. O. Box 915348
Longwood, FL 32791-5348

Attn: Randall Zweibohmer

Re: Follow-up to September 15th letter

Copy
*Orig + attachments
mailed 30 Sept. 05*

Dear Mr. Zweibohmer:

As requested in your letter to us dated September 10, 2005, we are submitting this detailed letter, along with supporting documentation requested.

We have completed, signed and dated the Exterior Improvement Approval Form and have enclosed it for your review, approval and file.

We have also enclosed a signed letter of approval for the "enclosed patio" in question from our neighbor, Mr. Larry E. Bennett, who resides at 2523 Thicket Ridge Ct. As we have a corner lot, he is the only neighbor whose property adjoins ours.

Over five years ago the wood decking on the existing patio outside the sliding glass doors to our kitchen on the south side of our home had "rotted" in several places. At this time we had a friend remove the rotten wood, leaving only a concrete slab. At that time our two sons "tiled" this patio, along with a concrete "stoop" that is located outside the exterior door from the living room on the same side of our home, as a gift to my wife for Mother's Day.

A couple of years later my wife re-did the landscaping in this fenced-in area on the south side of our home and took out the existing sod, replacing it with rock and pavers.

Then in 2004 we decided to add some posts to the patio – first intending to screen it in – and then deciding to enclose it with screens and windows, along with a matching patio door to match the other french and patio doors on the house. Since we are retired and could not afford to hire a contractor to do the work for us, our son and his friend, who was a supervisor for one of the night construction crews at Disney at the time, volunteered to help us.

Since we did the work ourselves, we do not have a detailed, engineer's drawing; however, we have enclosed a copy of a "preliminary sketch", listing the materials used. The structure was built to code, and materials and colors were used to match the existing home.

Page Two

We had replaced our wood shake roof with a shingle roof in 2002, when our roof started to leak in several places due to a hailstorm. At this time we called your office to get the specifications required for the shingles. When we were given these specifications, no mention was made that a form was requested or that we would need approval to replace the existing roof. We made sure that the shingles used for the enclosure to our patio met these same specifications.

We have not been able to locate a "plat map" for our property. It was our understanding when we purchased our home fourteen years ago that our home was built on a "0 lot line" and that our property extends to the side of the home next door. We understood that the yard and shrubbery in this area belonged to us and were ours to maintain, which we have done. In considering the enclosure of the **existing patio**, we assumed we were fine – as the end of the patio – and the side of the new enclosure is **six feet from the house next door. Also, the existing pool enclosure - which was there when we purchased our home – is over a foot closer to the house next door than our newly enclosed patio.**

The construction of this "enclosure to our existing patio" was done during August and September of 2004 - during which time a large tree limb fell on our house during one of the hurricanes, and we had to remove it and replace the gutter on this side of our house. We did not obtain a building permit, as we understood permits were not required at that time due to the extensive repairs going on in the Orlando area due to damage from the hurricanes.

As stated in our letter of September 15th, we were not aware that an approval was required for the repair, maintenance or improvement to our home and apologize for not requesting prior approval for this enclosure to our patio. We would appreciate a copy of the current covenants for Sabal Green, so that we will be aware of what we need to obtain approval for in the future.

If you have any further questions, please feel free to contact us.

Sincerely,

Robert & Janet Work
2521 Thicket Ridge Ct.
Longwood, FL 32779
407-869-9427

Enclosures: (3)

Did not receive until after variance

*Revised
Aug. 2006!*

SABAL POINT COMMUNITY SERVICES ASSOCIATION



SPCSA ARCHITECTURAL REVIEW COMMITTEE

October 5, 2005

Sent Certified & Regular Mail

Mr. & Mrs. Robert Work
2521 Thicket Ridge Court
Longwood, Florida 32779

File copy

Dear Mr. Work:

We are in receipt of your letter dated September 15, 2005 responding to our letter regarding unapproved exterior alterations to your home. Thank you for your prompt response. Please be advised that we are requesting the following documentation be provided to us no later than October 21, 2005:

- n/A* • Copy of Seminole County Building Permit
- n/A* • Copy of engineered drawings detailing construction, to include being signed by a licensed engineer in the State of Florida, that reflects the materials used meet all Florida statutes.
- Sendal 30th Feb 2005 n/A n/A* ✓ • Copy of License of Contractor that preformed work - *n/A - Left town;*
- ✓ • Letters of approval signed by reciprocating neighbors that adjoin your *no* property approving of the construction completed.
- Plat map detailing property lines and construction dimensions. *forwarding address.*
- Sample roofing materials to include specifications *See Design of 30th Feb 2005.*

We thank you in advance for your cooperation in this matter. Should you have any questions, please contact Randall Zweibohmer, ARC chairman at 407-774-8443.

Sincerely,

Architectural Review Committee
SPCSA, Inc.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS, AND MOBILE HOMES

Note that this form is to be used when filing a petition for mandatory mediation between a homeowners' association and a homeowner pursuant to Section 720.311(2), Florida Statutes.

IN RE: PETITION FOR MEDIATION

Robert & Janet Work
Petitioner(s) (name of association
or homeowner filing petition),

Rec'd

v. Sabal Point Community Services Assoc. Case No. 2007004016
SPASA Architectural Review Committee (To be assigned by Division)
Respondent(s) (name of association or
homeowner named as respondent).

per Kathy Morley
@ 850.921.3069
on 1 Feb. 07

PETITION FOR MEDIATION IN HOMEOWNERS' ASSOCIATIONS

The original petition for mediation shall be accompanied by a \$200.00 filing fee and shall be mailed or sent via facsimile (850.487.0870) to:

Division of Florida Land Sales, Condominiums and Mobile Homes
Attn: HOA Section
1940 North Monroe Street
Tallahassee, Florida 32399-1029

Orders to
be made
today +
tomorrow
to us and
respondent.

Petitioner shall attach a copy of the pertinent sections of the homeowners' governing documents for the mediator and shall include a copy of the petition for mediation and a copy of the pertinent association documents for each respondent named in this proceeding.

1. Name, mailing address, and telephone number of the party filing petition (if the party filing the petition is an association or other corporation, provide both the street address and mailing address, if different, for the association or other corporation.

Robert and Janet Work
2521 Thicket Ridge Ct.
Longwood, Fl 32779 (407)-869.9427

(20 Days)
to
Reply.

2. Name, mailing address, telephone number, fax number, and e-mail address of petitioner's representative (attorney or qualified representative), if any:

Glen Roy, ATTORNEY
411 N. Central Pkwy.
Altamonte Springs, FL. (407. 869. 6167)
32714

~~3. If the petitioner is an association or other corporation, the petitioner must be represented by a Florida attorney or by a qualified representative. If petitioner's representative is not an attorney, attach DBPR Form HOA 6000-6, QUALIFIED REPRESENTATIVE APPLICATION, as required by Rule 61B-82.001(5), Florida Administrative Code.~~

4. The name and mailing address of each respondent. If respondent is an association or other corporation, give the name and address of the president, secretary, or the registered agent of the association or other corporation:

Sabal Point Community Services Assoc.
SPCSA Architectural Review Committee
P.O. Box 915348, Longwood, FL, 32791-5348

5. If the respondent is represented by an attorney, provide the name, mailing address and telephone number of the attorney.

Section 720.311, Florida Statutes, requires the mediation of disputes between an association and a homeowner regarding use of or changes to the parcel or the common areas and other covenant enforcement disputes, disputes regarding amendments to the association documents, disputes regarding meetings of the board and committees appointed by the board, membership meetings not including election meetings, and access to the official records of the association. If mediation is unsuccessful, the parties will be permitted to file the unresolved

dispute in a court of competent jurisdiction or elect to enter non-binding or binding arbitration with the division pursuant to section 720.311(2)(a), Florida Statutes.

STATEMENT OF THE FACTS

6. Explain the dispute, including all relevant facts. Each fact must be set forth in a separate paragraph. Be sure to attach copies of all relevant documents as exhibits to the petition. (If more space is needed, attach a separate sheet of paper):

(a) → We enclosed an existing patio, creating a sun-room adjacent to existing kitchen - separated by existing exterior french doors without prior approval of homeowners architectural Review committee.

(b) ↓ This exterior modification was done following a removal of a limb from roof as a result of a hurricane necessitating repairs in 2004. (see letter dated September 30th attached for details. 2005)

(c) ↓ We were visited by a representative of the architectural Review Committee over a year later, who left with us the attached letter of September 10th, 2005.

(d) ↓ We replied to this letter offering what information we had. See letters & accompanying documents dated September 15th & 30th & request for approval-denial.

(e) We received the notice of code violation from Seminole County dated April 25, '06 & immediately responded, resulting in an Request for a Variance to the Board of Adjustment at a hearing on August 28, 2006.

(f) This variance was denied due to the homeowners Association objection to the exterior modification. - See minutes of this meeting also ATTACHED.

7. Identify each specific portion of the statute or specific provision from the association's documents that entitles you to the relief requested:

We then filed an Appeal To the Bd. of County Commissioners and are now requesting a mediation with the Homeowners Association.

All supporting documentation is attached, as requested.

(a) ^① See letter dated Sept. 6, 2006 to the Bd. of County Commissioners and also copies of Sabal Green Declaration of Covenants, Conditions & Restrictions.

(b) ^② Since we did not have a copy of Homeowner's Association Covenants & Restrictions in our possession,

(c) we were not aware that we needed prior approval and as we had erected said modification or enclosure on top of existing patio, we were not of any set-back or 0" lot line lot. or official survey

REQUEST FOR RELIEF

State the relief that you would seek if the dispute was filed in court, i.e., what you want the respondent to do or not to do:

We want the Homeowner's Assoc. of Sabal Point to approve our request for the existing modification built in 2004, and withdraw their objections so we can obtain the Variance needed to obtain the required building permit required by the County

Please note that pursuant to section 720.31(2)(a), Florida Statutes, the parties in mediation proceedings shall share the costs equally, including the fee charged by the mediator, if any, unless the parties agree otherwise. If a department mediator is used, the department may charge such fee as is necessary to pay the expenses of the mediation, including, but not limited to, the salary and benefits of the mediator and any travel expenses incurred. The petitioner shall pay the initial mediation filing fee. At the conclusion of the mediation, the department shall charge to the parties, to be shared equally unless otherwise agreed by the parties, such further fees as are necessary to fully reimburse the department for all expenses incurred in the mediation.

I have read and understand that I am obligated to pay a portion of the cost of this mediation.

Robert L. and Janet H. Stark

Signature of each Petitioner,
Petitioner's(s') attorney, or
Petitioner's(s') representative

12.14.06

Date

Signature of each Petitioner,
Petitioner's(s') attorney, or
Petitioner's(s') representative

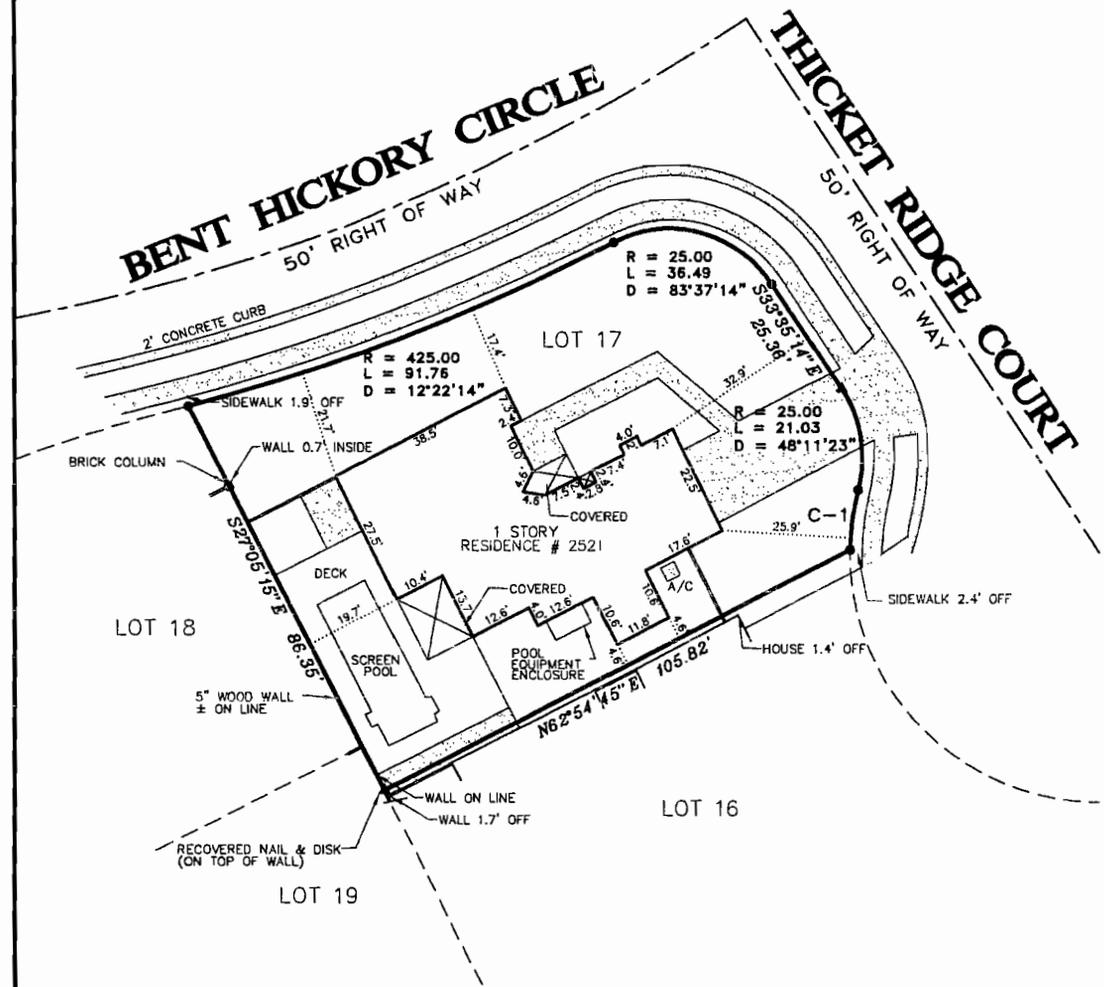
Date

Signature of each Petitioner,
Petitioner's(s') attorney, or
Petitioner's(s') representative

Date

**BOUNDARY SURVEY
FOR
ROBERT AND JANET WORK**

LOT 17
SABAL GREEN AT SABAL POINT
PLAT BOOK 25, PAGE 41-43,
SEMINOLE COUNTY, FLORIDA



BEARINGS ARE BASED ON THE CENTERLINE OF THICKET RIDGE COURT AS BEING S33°35'14"E, PER PLAT.
LEGAL DESCRIPTION WAS FURNISHED BY CLIENT, UNLESS OTHERWISE NOTED.
THIS IS TO CERTIFY THAT I HAVE REVIEWED THE FLOOD RATE INSURANCE MAP (FIRM) PANEL #120289 0110 E, DATED 4/17/95 AND DETERMINED THAT THE LANDS SHOWN HEREON ARE IN ZONE "X".
MATTERS NOT KNOWN TO THIS SURVEYOR MAY AFFECT THE BOUNDARY LINES SHOWN HEREON.

R = 50.00
C-1 L = 12.02
D = 13°46'38"

THIS SURVEY CERTIFIED TO:
ROBERT AND JANET WORK

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

[Signature]

MICHAEL W. SOLTRO, PSM #4458
FOR THE FIRM OF ALTAMONTE SURVEYING AND PLATTING, INC. #LB 6300

SCALE: 1"=30'
REVIEWED BY: MWS
DRAWN BY: EMT
DATE: 11/7/06
JOB No.: 26184
REVISED:

- LEGEND**
- = RECOVERED 4"x4" CONCRETE MONUMENT NO #
 - ▲ = RECOVERED NAIL & DISK #LB8300
 - ⊗ = RECOVERED X CUT IN CONCRETE
 - ⊙ = RECOVERED 1/2" IRON ROD #
 - ⊖ = RECOVERED 1/2" IRON ROD NO #
 - ⊕ = RECOVERED 5/8" IRON ROD NO #
 - ⊙ = SET 1/2" IRON ROD #LB 8300
 - ⊖ = POWER POLE AS SHOWN
 - = WOOD FENCE AS SHOWN
 - = CHAIN LINK FENCE AS SHOWN
 - = CONCRETE SLAB AS SHOWN

D = CENTRAL ANGLE (DELTA), L = ARC, R = RADIUS,
R/W = RIGHT OF WAY, A/C = AIR CONDITIONER,
(R) = RADIAL, (NR) = NON-RADIAL, (P) = PLAT,
(M) = MEASURED, (C) = CALCULATED, (O) = DEED,
POB = POINT OF BEGINNING, CONC. = CONCRETE,
POC = POINT OF COMMENCEMENT, POL = POINT ON
LINE O.R.BOOK = OFFICIAL RECORDS BOOK

THIS SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED AND SHALL NOT BE RELIED ON BY ANY OTHER ENTITY OR INDIVIDUAL WHOSOEVER. UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY. LAND SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAYS AND/OR EASEMENTS OF PUBLIC RECORD.

COMPUTER: V:\CA02006\26184.DWG

WILLIAM GLENN ROY, JR.
ATTORNEY AT LAW
411 WEST CENTRAL PARKWAY
ALTAMONTE SPRINGS, FLORIDA 32714
TELEPHONE (407) 869-6167
FAX: (407) 869-9559

February 5, 2007

Richard M. Coin, Esquire
850 Concourse Parkway South
Suite 105
Maitland, Florida 32751

RE: Work v. Sabal Point Community Services Association, Inc.;
2521 Thicket Ridge Court, Longwood, Florida 32779

Dear Mr. Coin:

This law firm has the pleasure of representing Mr. and Mrs. Work regarding the spurious claims and demands in your January 31, 2007.

You may recognize this law firm as the one who has prevailed on every single litigation action brought by Taylor & Curis, P.A. Your law firm has a reputation with me of refusing all reasonable offers of settlement, running up outrageous attorney's fees and costs to your homeowner's associations, and then caving in with no law to support your positions.

Your letter dated January 31, 2007, is the start of your frivolous assertions. You have actual knowledge that on December 14, 2006, my clients made a request for mediation under F.S. 720; yet you spent your client's money writing about how you are going to pursue mediation in your January 31, 2007, letter, after mediation has been initiated.

The case law does not support your client's position that the addition to my client's home should be removed.

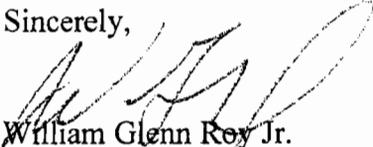
Demand is hereby made upon you and your client to withdraw your claims and to stop harassing my elderly clients. Should you fail to withdraw your claims in writing, then at the appropriate time I shall file F.S. 57.105 claims against you and your law firm, seeking to recover all costs and attorney's fees. Additionally, you may expect a separate cause of action against the HOA.

Demand is made upon you to produce all documents that support your claims, including but not limited to a copy of the plat, a copy of the declaration and covenants, all zoning restrictions; and any and all documents which show that for the subject property, within the zero lot line subdivision area that there is any requirement for a 10 foot setback. And,

produce any and all documents that show why the property adjacent to the disputed structure has a 1.4 foot setback?

Submit your list of proposed mediators.

Sincerely,



William Glenn Roy Jr.

Cc: Mr. and Mrs. Work

WILLIAM GLENN ROY, JR.
ATTORNEY AT LAW
411 WEST CENTRAL PARKWAY
ALTAMONTE SPRINGS, FLORIDA 32714
TELEPHONE (407) 869-6167
FAX: (407) 869-9559

April 9, 2007

Richard M. Coln, Esquire
850 Concourse Parkway South, Suite 105
Maitland, Florida 32751

FAX and Reg. Mail
407-660-9422

Re: Work v. Sabal Point; Case No. 2007-00-4016

Dear Mr. Coln:

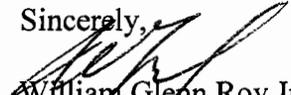
Nice Try! I have asked Mr. Mastronardo to recuse himself from this case because he lives in Sabal Point. He agrees.

Next time, coordinate the mediation date with my office, and I did not agree to any mediation at your office.

Additionally, the document production at the property manager's office was a red herring. They had absolutely nothing in their file other than billing information and a few letters to you. I once again request that prior to any mediation, you produce the documents and information requested in my February 5, 2007, letter.

All communications in this matter should be sent directly to this law office and NOT to my clients.

Sincerely,


William Glenn Roy Jr.

Cc: Division of Fla. Land Sales
Mr. and Mrs. Work

*See Anonymous LTR. Am a Belmont
stating that Mr. DeVincent
said "you mean we don't have
our ACE in the hole."
NOA tried to say
that mediator!*

Dear Mr. Roy:

Don't know if this helps, but at the May SPCSA homeowner board meeting your name and your client, Works, was referenced about an upcoming mediation. The Board President, Wayne Hunieke, was soliciting 3 board directors to sign for the mediation, and there seemed to be reluctance to get those present to do so. Two would not do so, two were absent. One that finally signed, Pope, asked Hunieke to 'refresh his memory' about what it was about, amazing since he is the recording secretary. My concern was his intent to allow a person present named Claudette Jillioute to sign the legal mediation form until one of the board directors stated she couldn't do that since she wasn't an elected board director. She is merely President of the Sabal Green village. That position has nothing to do with this Board. Still, Mr. Hunieke drew an additional line aside from the main petition lines and allowed her to sign it. At the June SPCSA board meeting, it was mentioned during the legals of the management report by Sentry Management that Ms. Jillioute was present at the legal meeting between Hunieke, Josh DeVinney, Sentry, at Taylor & Carls. This seems inappropriate, if not illegal, and several attorneys in our community have commented that this Board could be disposed for such actions. It is amazing that a non-elected viewing observer can be included in board activity that excludes other board members who are not allowed to attend, even if they wanted to, because this is the way Mr. Hunieke wants to run what he thinks is his personal club. The majority of the board is not, and has not, been aware of any of the communications concerning you and your clients position, apparently only regurgitated personal interpretations by Hunieke to the Board. They base their decisions/votes off of his personal desires. In particular, in Hunieke mentioning the upcoming mediation for your client, it was alarming to hear Mr. DeVinney state 'you mean we don't have our Ace in the Hole' when Hunieke said this mediation would be different in lieu of a new mediation place, and new mediator other than Maldonarldo [not sure of the spelling].

An apology is extended for the manner of this notice to you, but most people in Sabal know that if a person questions Mr. Hunieke's actions, one becomes a target on his hit list using Taylor & Carls as the instrument, even against other board directors who are fighting this battle. It is our hope that your client can be spared the wrongness of the action being levied against them by Hunieke. Please let them know that there are others and they are not alone. Fiduciary standards are being compromised by Hunieke as he continues to perpetuate his will in disguise as a self-assigned lawyer.

✓

WILLIAM GLENN ROY, JR.
ATTORNEY AT LAW
411 WEST CENTRAL PARKWAY
ALTAMONTE SPRINGS, FLORIDA 32714
TELEPHONE (407) 869-6167
FAX: (407) 869-9559

June 28, 2007

Richard M. Coln, Esq.
Taylor & Carls, P.A.
850 Concourse Parkway South
Maitland, FL 32751

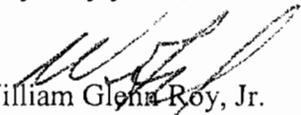
Re: Work v. Sabal Point

Dear Mr. Coln,

My client renews their \$5,000.00 settlement offer to be paid within 60 days from date of written agreement. General releases are a condition.

If your clients do not settle, then serve me with your lawsuit, and set aside about ten to twelve days for the deposition of every homeowner in Sabal Green. And as advanced warning, I will be subpoenaing all of the ARC records; applications, appraisals and denials, etc. Then I will subpoena all of the master association records in ARC related issue. Then each Sabal Green homeowner will produce records of all improvements to their properties and what, if any, they pulled. And then we will view and inspect each property within the zero lot line development. You and I are going to get really close.

Very truly yours,


William Glenn Roy, Jr.

Cc: Robert and Janet Work

TAYLOR & CARLS, P.A.

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NGOZI C. ACHOLONU
JENNIFER M. SINCLAIR

*Board Certified Real Estate Attorney

July 6, 2007

Via Facsimile Transmission

William Glenn Roy, Jr., Esq.
Attorney at Law
411 West Central Parkway
Altamonte Springs, FL 32714

Re: **Sabal Point Community
Robert and Janet Work**

Dear Mr. Roy:

I have received your letter dated June 28, 2007, in which you proposed a settlement in the amount of \$5,000.00, along with the exchange of general releases by the parties. I have conveyed your offer to my client, the Sabal Point Community Association.

The President of the Association has reviewed your offer and has indicated that the full board wishes to discuss and consider the offer at the next duly noticed meeting of the Board of Directors on July 17, 2007. Accordingly, I am requesting on behalf of my Client, additional time for the Board to adequately consider this offer.

Once the Board has reviewed the settlement, I will notify you of their decision. I thank you for your consideration in this regard.

Sincerely,



Richard M. Coln

RMC/sc

cc: Sabal Point Community Association, Inc.

Spc028 ltr4

TAYLOR & CARLS, P.A.

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NGOZI C. ACHOLONU
JENNIFER M. SINCLAIR

*Board Certified Real Estate Attorney

July 25, 2007

William Glenn Roy, Jr., Esquire
Attorney at Law
411 West Central Parkway
Altamonte Springs, FL 32714

Re: **Sabal Point Community
Robert and Janet Work**

Dear Mr. Roy:

On July 17, 2007, the Board met to consider the settlement offer you proposed on behalf of your clients, the Works. The Board has reviewed and considered your offer and has indicated that it does not wish to accept the offer at this time.

Please contact me if you have any questions or concerns.

Sincerely,



Richard M. Coln

RMC/mnr

cc: Sabal Point Community Association, Inc.

Spc028 ltr7







