

Ewald Enterprises, Inc.

12472 Lake Underhill Rd., Ste 312
Orlando, Florida 32828
Office (407) 275-6853
Fax (407) 275-8772

www.ewaldauctions.com



Lic. Real Estate Broker • AB2473/AU1340

AUCTION Bidder Information Package

August 8, 2008 @ 4:00p.m.
selling

**12 Volusia County Properties
In Deltona, Orange City & Debarry, Florida**



287 E. Banana Ave, Orange City

1317 Worthington Dr, Deltona

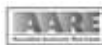


808 S. Hanacock Dr, Deltona



3124 & 3148 Lake Helen Osteen Rd, Deltona

LIVE INTERNET BIDDING AVAILABLE!
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warranties or representa-*
tion, express or implied is made as to the accuracy of the information contained herein.

tion, express or implied is made as to the accuracy of the information contained herein.

Bidder # _____ DL Lic. # _____

AUCTION REGISTRATION FORM

Ewald Enterprises, Inc.

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E-mail: _____

NAME: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BUS. PHONE: (____) _____

HOME PHONE: (____) _____

TERMS AND CONDITIONS OF AUCTION

1. EVERYTHING IS SOLD "**AS IS, WHERE IS**". "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties regarding the marketability of title are given by the Seller only and are contained in the Purchase and Sale Contract.
2. ALL SALES ARE SUBJECT TO A 10% BUYER'S PREMIUM, ADDED TO THE BID PRICE.
3. The undersigned hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, and consent to the jurisdiction of such court in any suit, action or proceeding and waive any objection which it may have to the laying of venue of any suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Auction Registration and all transactions contemplated by this Auction Registration shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard of principles of conflicts of law.
4. The undersigned, its agents, employees or any other parties acting on its behalf, specifically agree to HOLD HARMLESS Auctioneer, its officers, directors and employees, for any injuries or damages arising from any activities associated with the auction, including but not limited to, the removal of auction items from the premises. Further, the undersigned agrees to indemnify Auctioneer and/or Seller from any claims brought by third parties against Auctioneer arising from or out of the Auction which are in any way attributable to any acts or omissions on the part of the undersigned.
5. The undersigned, in his or her individual capacity, personally guarantees payment of the gross bid.
6. In the event that Auctioneer or Seller are required to take any action to enforce the terms of this Auction Registration, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorneys' fees and costs. Reasonable attorneys' fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collections without litigation, and in litigation in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
7. BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS AUCTION REGISTRATION OR THE AUCTION ITSELF.
8. All parties signing this Auction registration in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
9. It is further acknowledged by Buyer that this Auction Registration has been read and understood by Buyer before signing it and that Buyer understands and consents to its contents.

Signature: _____

Print Name: _____

Individually and as _____ (Title)

Of _____

(Business Name)

Bidder Number: _____
**Bid Acknowledgement
and Receipt for Deposit**

Ewald Enterprises, Inc.

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Orlando, Florida 32828
Office (407) 275-6853
Fax (407) 275-8772



www.ewaldauctions.com

NAME: _____
CITY: _____ STATE: _____ ZIP: _____
CONTACT PHONE: () _____

The undersigned (hereinafter "Buyer") hereby acknowledges that he/she has agreed to purchase the following:
AUCTION PROPERTY #: _____, of the Volusia County Property Auction, conducted by
EWALD ENTERPRISES, INC. ON August 8, 2008.

Parcel Number: _____	Bid Price: _____	\$ _____
10% Buyer's Premium	- - - - -	\$ _____
Total Contract Price	- - - - -	\$ _____
Cash or Cashier's Check Tendered	- - - - -	\$ _____

TERMS AND CONDITIONS

1. This purchase is subject to the terms and conditions contained in the Purchase and Sale Contract which has been posted and available for Buyer's review and to the Auctioneer's Opening remarks.
2. Statements made by personnel of EWALD ENTERPRISES, INC., and statements made from the auction block are based upon information given by Seller and other sources and this information is believed to be correct and accurate, however, Ewald Enterprises, Inc. has not made any independent determination to confirm the accuracy of such information.
3. Buyer acknowledges that he or she has been given opportunity to inspect the property and to make an independent evaluation of the property without regard to whether or not Buyer actually inspected the property and without regard to any statements or representations made by Seller and Ewald enterprises, Inc.. Further, Buyer acknowledges that Buyer has conducted all due diligence and investigations Buyer feels necessary or appropriate regarding the property.
4. The term "SOLD", as stated by the Auctioneer upon the acceptance of a bid, is an acknowledgement that such bid is the highest bid.
5. Whether such bid is accepted is subject to whether or not the sale is "ABSOLUTE".
6. The term "**AS IS, WHERE IS**" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties regarding the marketability of title are given by Seller only and are contained in the Purchase and Sale Contract.
7. The agreement is binding upon the parties hereto and their heirs, successors and assigns.
8. Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which it may have to the laying of venue of any suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Bid Acknowledgement and all transactions contemplated by this Bid Acknowledgement shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard of principles of conflicts of law.
9. Buyer, its agents, employees or any other parties acting on its behalf, specifically agree to HOLD HARMLESS Auctioneer, its officers, directors and employees, for any loss, injuries or damages arising from any activities associated with, connected with or in any way related to the auction, including but not limited to, the removal of auction items from the premises. Further, Buyer expressly releases Auctioneer, its officers, directors, agents and employees from any and all acts of their own negligence or fault, whether said negligence or fault be in their individual or representative capacity, or in convection with the negligence or fault of others. Further, Buyer agrees to indemnify Auctioneer and/or Seller from any claims, demands, liability, loss or damage brought by third parties against Auctioneer arising from, out of or relating in any way to the Auction which are in any way attributable to any acts or omissions on the part of the Seller, or attributable to any acts, omissions, fault or negligence on the part of the Auctioneer, its officers, directors, employees or agents.
10. Buyer, in his or her individual capacity, personally guarantees payment of the gross bid.
11. In the event that Auctioneer or Seller are required to take any action to enforce the terms of this Bid Acknowledgement, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorneys' fees and costs. Reasonable attorneys' fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collections without litigation, and in litigation in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
12. BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS BID ACKNOWLEDGEMENT OR THE AUCTION ITSELF.
13. All parties signing this BID ACKNOWLEDGEMENT in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
14. It is further acknowledged by Buyer that this Bid Acknowledgement has been read and understood by Buyer before signing it and that Buyer understands and consents to its contents.

Signature: _____ Print Name: _____
Individually and as _____ (Title) of _____
(Business Name)

**REAL ESTATE PURCHASE
AND SALE CONTRACT**

Ewald Enterprises, Inc.

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Orlando, Florida 32828
Office (407) 275-6853
Fax (407) 275-8772



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THIS PURCHASE AND SALE CONTRACT, made and entered into this 8th day of August, 2008,
By and between
FIFTH THIRD BANK
NAME ADDRESS PHONE
hereinafter referred to as "SELLER" and
NAME ADDRESS PHONE
NAME ADDRESS PHONE
hereinafter referred to as "BUYER".
WITNESSETH:
That SELLER agrees to sell and convey and Buyer agrees to purchase and pay for the following described real estate situated in Volusia County, State of Florida together with all improvements thereon, more particularly described as follows:
Property No. As described on the attached Addendum to this Real Estate Purchase and Sale Contract and being the same
Property recorded in Deed Book No. 6236 Page No. 2028-2033 at the County Clerk's Office in Deland, Florida.
The BUYER agrees to pay therefore the sum of: \$ _____ bid price, plus the 10% Buyer's Premium of \$ _____,
which equals the contract price of \$ _____, therefore:
\$ _____, contract price to be paid as follows:
\$ _____, cash, the receipt of which is hereby acknowledged, and which is deposited in Ewald Enterprises, Inc.
escrow account and,
\$ _____,
\$ _____,
\$ _____, Due with Deed. **CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered
on or before September 8, 2008, unless extended by other provisions of this contract;
and possession of the subject real estate shall occur upon delivery of deed.
SELLER agrees to pay all taxes due and payable up to August 8, 2008.
BUYER agrees to pay all taxes from August 9, 2008 and thereafter.

Proceed of Sale; Closing Procedures: The deed shall be recorded upon clearance of funds. Proceeds of the sale shall be held in Ewald Enterprises, Inc., or other designated title company or attorney (Escrow Agent) for a period of not more than 5 days after the closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from the date of such notification to cure the defect. If Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer.

Escrow: Escrow Agent is authorized and agrees by acceptance of any funds to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Escrow Agent's duties or liabilities under the provisions of this Contract, Escrow Agent may, at Escrow Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Escrow Agent may deposit same with clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interplead the subject matter of the escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. Parties agree the Escrow Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Escrow Agent. Both Seller and Buyer further agree that Ewald Enterprises, Inc., its agents, officers, directors and employees will not be held liable to either or both Buyer and Seller for the performance of any terms of this Purchase and Sale Contract or for damages for the non-performance thereof.

FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by the Buyer and deposit(s) agreed to be paid, may be retained by and for the account of the Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If Seller elects to retain the deposits paid by the Buyer, such sums shall be disbursed to Seller and Ewald Enterprises, Inc. in accordance with their Auction Agreement. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of the Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. The Buyer and the Seller, by mutual written agreement and/or addendum to this Contract, may extend the time for closing the sale referenced above. However, if the Buyer requires and extension of time in order to close the sale, the Seller reserves the right to request an additional non-refundable deposit in the amount of 10% of the proposed purchase price be tendered by the Buyer as consideration for the extension of time.

CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller unless this Auction is pursuant to an order of the Courts having jurisdiction in the transfer of the subject real estate. The real estate described herein is being sold on an "AS IS, WHERE IS" basis. The term "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality.

EASEMENTS AND RESTRICTIONS: The property is sold subject to any easement, restrictions, applicable limitations, rights of way and planning and zoning regulations.

JURISDICTION: Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which they may have to the laying of venue of any such suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Purchase and Sale Contract shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard of principles of conflicts of law.

The Buyer and Seller, their respective agents, employees or any other parties acting on their behalves, specifically agree to HOLD HARMLESS Ewald Enterprises, Inc., its officers, directors and employees, for any loss, injuries or damages arising from this Purchase and Sale Contract.

All parties signing this Purchase and Sale Contract in any representative capacity represent that they have the authority to sign on behalf of such party or entity.

If the sale of the subject real estate is by auction, it is subject to all restrictions and announcements made at the auction. Buyer further certifies that they have examined the property described hereinabove; that they are thoroughly acquainted with its conditions and accept it as such.

BUYER AND SELER ACKNOWLEDGE THAT THIS CONTRACT HAS BEEN READ AND UNDERSTOOD BY THEM PRIOR TO SIGNING IT.

_____ (Seller)	_____ (Date)	_____ (Seller)	_____ (Date)
Social Security or Tax I.D. # _____		Social Security or Tax I.D. # _____	
_____ (Buyer)	_____ (Date)	_____ (Buyer)	_____ (Date)
Social Security or Tax I.D. # _____		Social Security or Tax I.D. # _____	
_____		Ewald Enterprises, Inc.	
_____		Witness	

ADDENDUM
to Purchase and Sale Contract
Volusia County Property Auction
August 8, 2008

Initials	Prop #	Address	City	Parcel ID
	1	333 S. Oak Ave	Orange City	11-18-30-08-26-0019
	2	287 E. Banana Ave	Orange City	11-18-30-08-26-0017
	3	245 E. Banana Ave	Orange City	11-18-30-08-26-0015
	4	38 Floridana Rd	Debary	34-18-30-25-21-0130
	5	1457 Ashbourne Way	Deltona	23-18-30-04-24-0030
	6	808 S Hancock Dr	Deltona	30-18-31-02-33-0230
	7	1316 Providence Blvd	Deltona	30-18-31-07-15-0130
	8	1324 Providence Blvd	Deltona	30-18-31-07-15-0140
	9	1317 Worthington Dr	Deltona	30-18-31-13-10-0290
	10	2925 Beckwith St	Deltona	30-18-31-34-34-0220
	11	3124 Lake Helen Osteen Rd	Deltona	30-18-31-35-30-0010
	12	3148 Lake Helen Osteen Rd	Deltona	30-18-31-35-30-0030

Volusia County Tax Collector

generated on 7/21/2008 1:04:26 PM EDT

Tax Record



NOTE: All delinquent payments NOT made by credit card MUST be in certified funds.

Last Update: 7/21/2008 1:04:26 PM ET

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

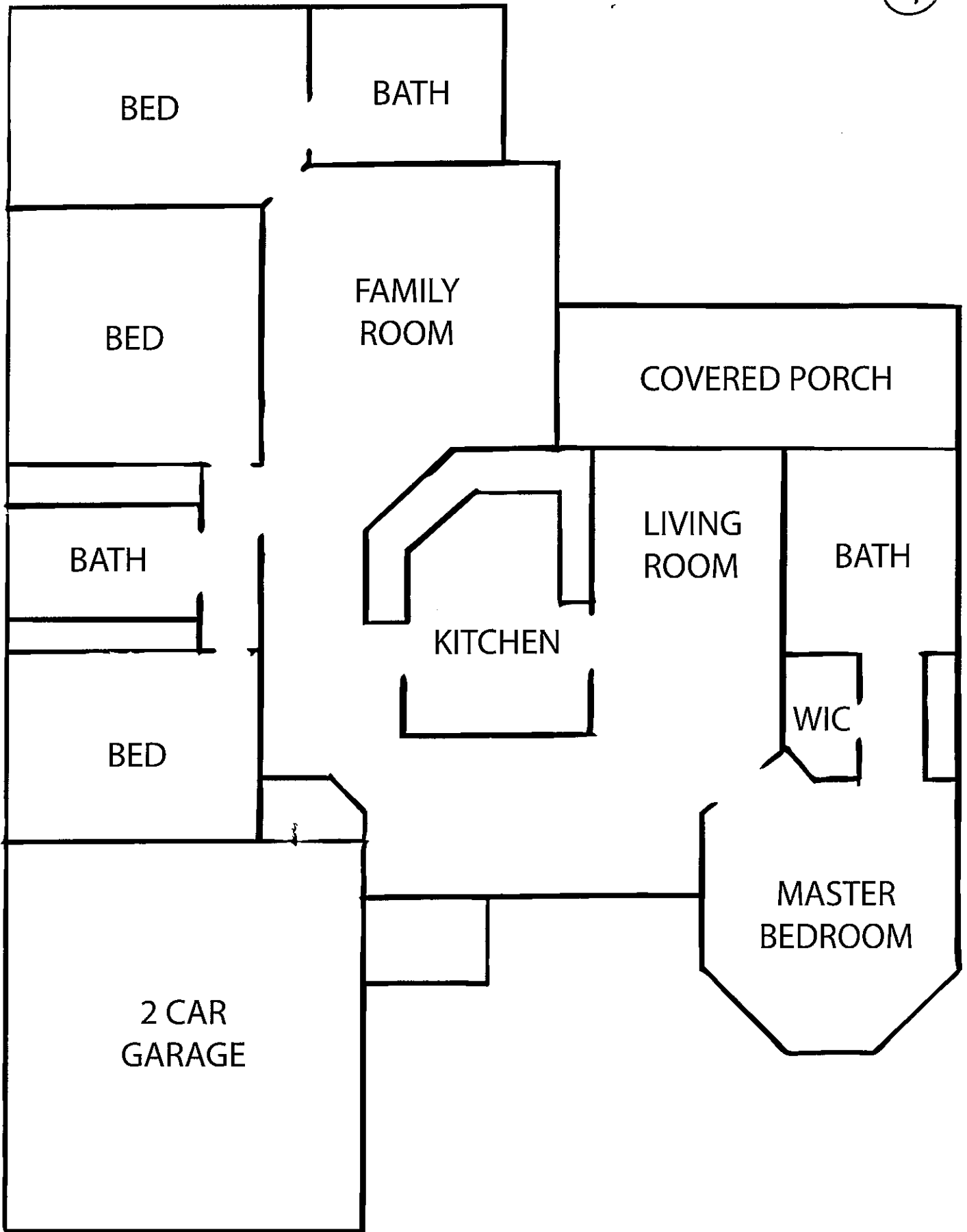
Account Number	Tax Type	Tax Year	
801108260019	Real Estate	2007	
Mailing Address		Physical Address	
CACIOPPO & SONS OF FLORIDA INC 1307 E NORMANDY BLVD #2 DELTONA FL 32725		333 OAK ORA Alternate Key 6502561.0000	
Assessed Value	Exempt Amount	Taxable Value	
\$53,067.00	\$0.00	\$53,067.00	
Exemption Detail		Millage Rate	
NO EXEMPTIONS		014 18.26491	
Legal Description			
S 87.50 FT OF N 187.51 FT OF E 1 30 FT OF BLK 26 ORANGE CITY TRAF FORDS MB 17 PG 1 PER OR 5530 PG 2374 PER OR 5636 PG 3567 PER OR 5675 PG 2401 PER OR 5667 PG 3625			
Tax Districts Detail			
Code	Description	Exemption Amount	Amount
0058	VOLUSIA ECHO	\$0.00	\$9.71
0057	VOLUSIA FOREVER	\$0.00	\$5.15
0059	VOLUSIA FOREVER I & S - 2005	\$0.00	\$4.81
0050	COUNTY	\$0.00	\$229.92
0170	ORANGE CITY	\$0.00	\$232.56
0060	ST JOHNS RIVER WATER MGMT	\$0.00	\$22.07
0065	FLORIDA INLAND NAVIGATION DIST	\$0.00	\$1.83
0070	W VOLUSIA HOSPITAL AUTHORITY	\$0.00	\$66.97
0010	SCHOOL	\$0.00	\$396.25
0141	ORANGE CITY SOLID WASTE	\$0.00	\$259.00
Total Gross			\$1,228.27

Prior Year Taxes Due			
Year	Folio	Cert.	Amount
2007	6502561.0000	003697	\$1,416.80
Prior Years Total			\$1,416.80
If in office by		Prior Years Due	

7/31/2008	\$1,416.80
------------------	-------------------

[Click Here To Pay Now](#)

Please Mail Payments to: County of Volusia 123 W Indiana Ave Rm103, Deland, FL 32720



BED

BATH

BED

FAMILY ROOM

COVERED PORCH

BATH

LIVING ROOM

BATH

KITCHEN

WIC

BED

MASTER BEDROOM

2 CAR GARAGE

Volusia County Tax Collector

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Tax Record

2

NOTE: All delinquent payments NOT made by credit card MUST be in certified funds.

Last Update: 7/21/2008 1:02:23 PM ET

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year	
801108260017	Real Estate	2007	
Mailing Address		Physical Address	
CACIOPPO & SONS OF FLORIDA INC 1307 E NORMANDY BLVD #2 DELTONA FL 32725		287 BANANA ORA Alternate Key 6496714.0000	
Assessed Value	Exempt Amount	Taxable Value	
\$66,587.00	\$0.00	\$66,587.00	
Exemption Detail		Millage Rate	
NO EXEMPTIONS		014 18.26491	
Legal Description			
BLK 26 ORANGE CITY MB 3 PG 86 EX C W 336.00 FT & EXC N 275.00 FT PER OR 5530 PG 2374 PER OR 5636 PG 3567 PER OR 5677 PG 3303 PE R OR 5667 PG 3618			
Tax Districts Detail			
Code	Description	Exemption Amount	Amount
0058	VOLUSIA ECHO	\$0.00	\$12.19
0057	VOLUSIA FOREVER	\$0.00	\$6.47
0059	VOLUSIA FOREVER I & S - 2005	\$0.00	\$6.03
0050	COUNTY	\$0.00	\$288.50
0170	ORANGE CITY	\$0.00	\$291.81
0060	ST JOHNS RIVER WATER MGMT	\$0.00	\$27.69
0065	FLORIDA INLAND NAVIGATION DIST	\$0.00	\$2.30
0070	W VOLUSIA HOSPITAL AUTHORITY	\$0.00	\$84.03
0010	SCHOOL	\$0.00	\$497.21
0141	ORANGE CITY SOLID WASTE	\$0.00	\$259.00
Total Gross			\$1,475.23

Prior Year Taxes Due			
Year	Folio	Cert.	Amount
2007	6496714.0000	003695	\$1,697.23
Prior Years Total			\$1,697.23
If in office by		Prior Years Due	

7/31/2008	\$1,697.23
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[Click Here To Pay Now](#)

Please Mail Payments to: County of Volusia 123 W Indiana Ave Rm103, Deland, FL 32720

Volusia County Tax Collector

generated on 7/21/2008 1:01:30 PM EDT

Tax Record

3

NOTE: All delinquent payments NOT made by credit card MUST be in certified funds.

Last Update: 7/21/2008 1:01:30 PM ET

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year	
801108260015	Real Estate	2007	
Mailing Address		Physical Address	
FORMOSO FAMILY LP 261 EAGLE ESTATE DR DEBARY FL 32713		245 BANANA ORA	
		Alternate Key 6496692.0000	
Assessed Value	Exempt Amount	Taxable Value	
\$66,587.00	\$0.00	\$66,587.00	
Exemption Detail		Millage Rate	
NO EXEMPTIONS		014 18.26491	
Legal Description			
E 112.00 FT OF W 224.00 FT OF BL K 26 ORANGE CITY MB 3 PG 86 EXC N 275 FT PER OR 5530 PG 2374 PER OR 5636 PG 3567 PER OR 5716 PG 4008			
Tax Districts Detail			
Code	Description	Exemption Amount	Amount
0058	VOLUSIA ECHO	\$0.00	\$12.19
0057	VOLUSIA FOREVER	\$0.00	\$6.47
0059	VOLUSIA FOREVER I & S - 2005	\$0.00	\$6.03
0050	COUNTY	\$0.00	\$288.50
0170	ORANGE CITY	\$0.00	\$291.81
0060	ST JOHNS RIVER WATER MGMT	\$0.00	\$27.69
0065	FLORIDA INLAND NAVIGATION DIST	\$0.00	\$2.30
0070	W VOLUSIA HOSPITAL AUTHORITY	\$0.00	\$84.03
0010	SCHOOL	\$0.00	\$497.21
0141	ORANGE CITY SOLID WASTE	\$0.00	\$259.00
Total Gross			\$1,475.23

Prior Year Taxes Due			
Year	Folio	Cert.	Amount
2007	6496692.0000	003694	\$1,697.23
Prior Years Total			\$1,697.23
If in office by		Prior Years Due	

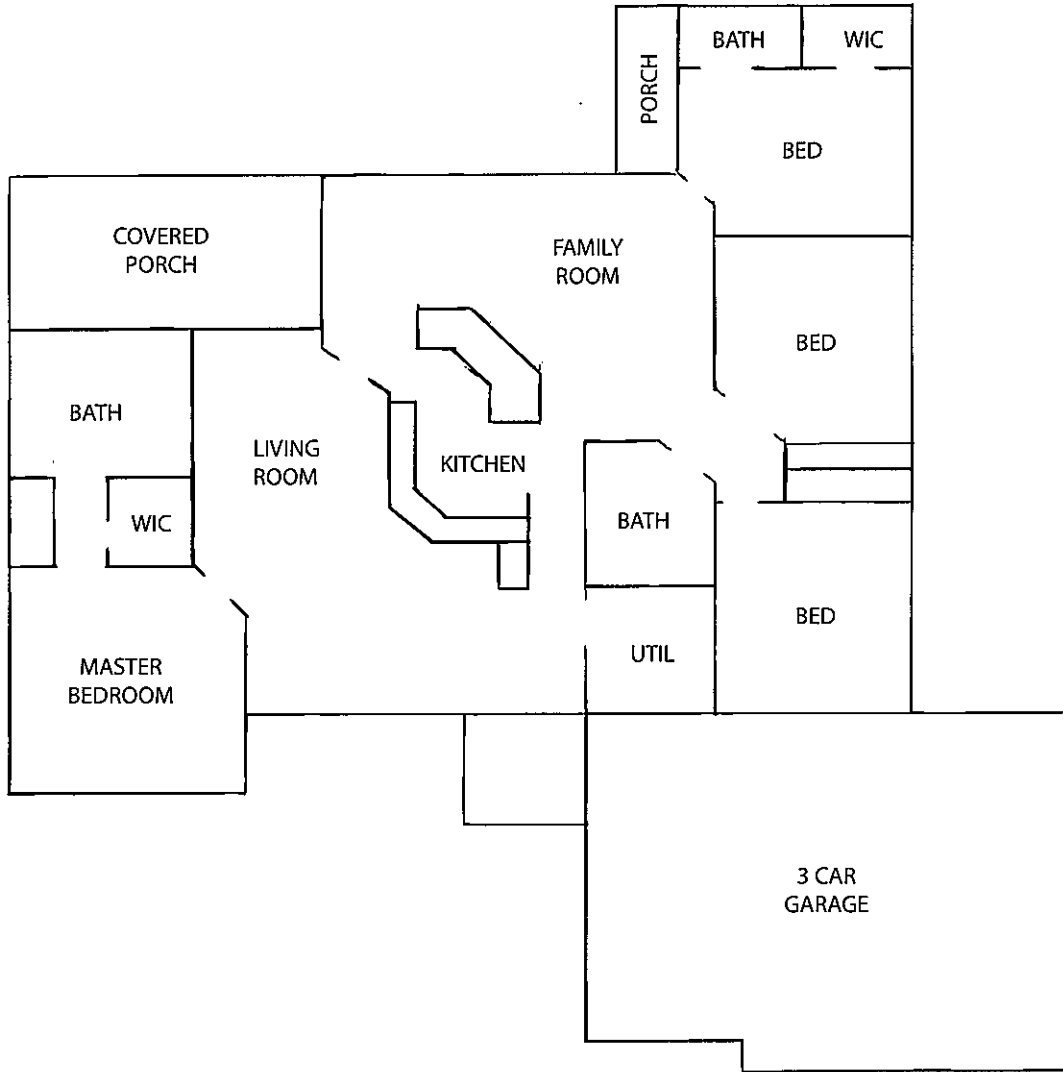
7/31/2008

\$1,697.23

[Click Here To Pay Now](#)

Please Mail Payments to: County of Volusia 123 W Indiana Ave Rm103, Deland, FL 32720

② AND ③



- ORANGE CITY .

①, ② AND ③

8.6.4. Low density residential (R-1).

A. *Intent.* The R-1 district provides for low density residential development at densities up to four dwelling units per acre, consistent with the RL future land use designation of the comprehensive plan.

B. *Permitted principal uses.* Permitted principle uses are limited to those listed in section 8.6.1. of this chapter.

C. *Accessory uses and structures.* Accessory uses and structures are limited to those uses and structures that meet the criteria of section 8.7.1. of this chapter.

D. *Conditional uses.* Conditional uses are limited to those listed in section 8.6.1. of this chapter.

E. *Lot and building requirements.* Standards relating to lot and yard dimensions, size and placement of buildings on a lot, and density or intensity of developments shall be as specified in section 8.6.2. of this chapter.

F. *Off-street parking and loading requirements.* Standards for off-street parking and loading and unloading shall be as specified in section 8.7.7. of this chapter.

G. *Sign regulations.* Standards as to the type, size and placement of signs shall be as specified in chapter 9 of this code.

H. *Landscaping and buffers.* Standards as to the type, extent and placement of landscape materials and buffers as may be applicable shall be as specified in chapter 10 of this code.

8.6.1 SCHEDULE OF ZONING DISTRICT PERMITTED AND CONDITIONAL USES
TABLE INSET:

Type of Use	Zoning District												
P - Permitted use except MX-2 zoning district wherein all uses shall be approved as PUD rezoning													
C - Conditional use													
	RR	R-1	R-2	R-3	MH-1	OT	MX-1	MX-2	CG-1	CG-2	I-1	I-2	PUD
RESIDENTIAL USES													
Single-family dwelling	P	P	P	P		P	P	**	C	C			*
Two-family dwelling, duplex			P	P			P	**	C	C			*
Multiple family dwelling			P	P			P	**	C	C			*
Accessory	P	P	P	P		C	P	**					*

dwelling, including garage apartment and guest cottage														
Accessory dwelling unit to a permitted business							C	**	C	C				*
Mobile home dwelling unit					P			**						*
Boarding house						C	C	**	C					*
Foster group home				C		C	C	**	C					*
Home office	P 7	P 7	P 7	P 7	P 7	P 7	P 7	**	P 7	P 7				*
Home occupation	C 8	C 8	C 8	C 8		C 8	C 8	**	P 8	P 8				*
Bed and breakfast homestay	C	C	C	C		C	C	**						*
Tourist/travel court						C***								
Child care center								**	P	P				*
Family day care home	P	P	P	P	P	P	P	**						*
Assistant living facility (ALF)				C 9		C 9	C 9	**	C 9	C 9				*
Zero lot line or cluster subdivision		C 5	C 5					**						*

8.6.2 SCHEDULE OF LOT AND BUILDING REQUIREMENTS

TABLE INSET:

<i>Requirements</i>		<i>Zoning District</i>									
		RR	R-1	R-2	R-3	MH-1	OT	MX-1	MX-2	CG-1	CG-2
Lot Dimensions (sq. ft. or acres)											
A. Minimum lot area					5 acres 4		7,500 5	1 acre	7,500 5	7,500 5	15,000
1. Single-family	2 1/2 acres	9,000 5	9,000 5	9,000 5		9,000 5					
2. Two-family		N/A	11,000	11,000		11,000					
3. Multiple family		N/A	N/A	1/2 acre		N/A					
B. Minimum lot area allocation per unit for attached or multiple unit											
1. Two-family unit		N/A	5,500	5,500	N/A	5,500	N/A	N/A	N/A	N/A	N/A
2. Multi family unit		N/A	N/A	3,500	N/A	N/A	N/A	N/A	N/A	N/A	N/A
C. Minimum lot depth (feet)	100	100	100	100	400 4	100	100	250	100	100	125
D. Minimum	150	75	75	100	250	75	75	150	75	75	100

lot width					4							
(for each duplex dwelling unit) (feet)			37.5	37.5				37.5	37.5			
Yard dimensions												
A. Minimum front yard (feet)	40	25	25	25	25 4	25	35	35	35	35	35	35
B. Minimum side yard												
Abutting any lot	25	10	10	10	25 4	10	10	10	10	10	10	10
Abutting any street (feet)	50	25	25	25	25 4	25	35	35	35	35	35	35
C. Minimum rear yard	40	30	30	30	30 5	30	10	10	10	10	10	10
Intensity of use												
A. Maximum residential density (du/acre)	2 1/2	N/A	N/A	12	8	N/A	N/A	18	N/A	N/A	N/A	N/A
B. Maximum lot coverage (%)	35	30	30	30	30 4	30	25	25	25	25	25	30
C. Maximum building	35	35	35	35	35	35	35	38	35	35	35	35

height (feet)												
D. Maximum floor area ratio*		N/A	N/A	N/A	N/A	N/A	25	35	25	25	25	30
E. Minimum open space (%)	25	25	25	25	25 4	25	25	25	25	25	25	25
F. Minimum dwelling unit floor area size.(sq. feet)												
1) Single-family	1,200	1,200	1,200	1,200	600	1,200	1,200	1,200	1,200	1,200	1,200	N/A
2) Two-family		N/A	1 BR: 650 Each Add'l BR: 150	1 BR: 650 Each Add'l BR: 150	N/A	1 BR: 650 Each Add'l BR: 150					N/A	
3) Multiple family		N/A	N/A	Studio: 450 1 BR: 600 Each add'l BR: 150							N/A	
G. Minimum space between buildings		N/A	N/A	25	10	N/A	N/A	N/A	N/A	N/A	N/A	N/A

1. For duplex homes in separate ownership, minimum lot width per unit shall be 37.5 feet; only one side yard per attached unit is required.

2. The minimum front yard for lots fronting on designated arterial and collector roads shall be 50 feet.

3. Where commercial and industrial districts adjoin R-1, R-2, R-3, MH-1 and OT districts, the minimum side and rear yard requirements shall be 35 feet.

4. These dimensions apply to entire park and perimeter setbacks; requirements for individual mobile home spaces are presented) in subsection 5.6.5 (5.6.6.) and 5.6.9. of this ordinance.

5. The minimum 1,200-square-foot building requirement in section 5.2.3.F. for single-family residential structures may be reduced by 20 percent where the building official finds that an existing deteriorated owner occupied single-family residential home is to be replaced by another single-family owner occupied home meeting the definition of section 2.37.F., and the residents qualify and are accepting federal and or state (CDBG, HOME, SHIP) assistance to building their homes, due to their low-to-moderate income status as defined by the United States Department of Housing and Urban Development.

* Refer to the PUD district and supplemental regulation section of chapter 8.

(Ord. No. 210, Exh. A, 8-24-04)

Volusia County Tax Collector

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Tax Record

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Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year	
803425210130	Real Estate	2007	
Mailing Address		Physical Address	
CACIOPPO & SONS OF FLORIDA INC 1307 E NORMANDY BLVD #2 DELTONA FL 32725		38 FLORIDANA DEB Alternate Key 2447087.0000	
Assessed Value	Exempt Amount	Taxable Value	
\$42,292.00	\$0.00	\$42,292.00	
Exemption Detail		Millage Rate	
NO EXEMPTIONS		015 16.45533	
Legal Description			
34-18-30 LOT 13 EXC N 22.74 FT B LK 21 PLANTATION ESTATES UNIT 15 MB 23 PG 26 PER OR 4108 PG 3927 PER OR 5729 PG 4680 PER OR 5733 PG 3451 PER OR 5764 PG 2379 PER OR 5764 PG 2380			
Tax Districts Detail			
Code	Description	Exemption Amount	Amount
0058	VOLUSIA ECHO	\$0.00	\$7.74
0057	VOLUSIA FOREVER	\$0.00	\$4.11
0059	VOLUSIA FOREVER I & S - 2005	\$0.00	\$3.83
0050	COUNTY	\$0.00	\$183.24
0190	DEBARY	\$0.00	\$108.81
0060	ST JOHNS RIVER WATER MGMT	\$0.00	\$17.59
0065	FLORIDA INLAND NAVIGATION DIST	\$0.00	\$1.46
0070	W VOLUSIA HOSPITAL AUTHORITY	\$0.00	\$53.37
0010	SCHOOL	\$0.00	\$315.79
0153	DEBARY STORMWATER	\$0.00	\$42.00
		Total Gross	\$737.94

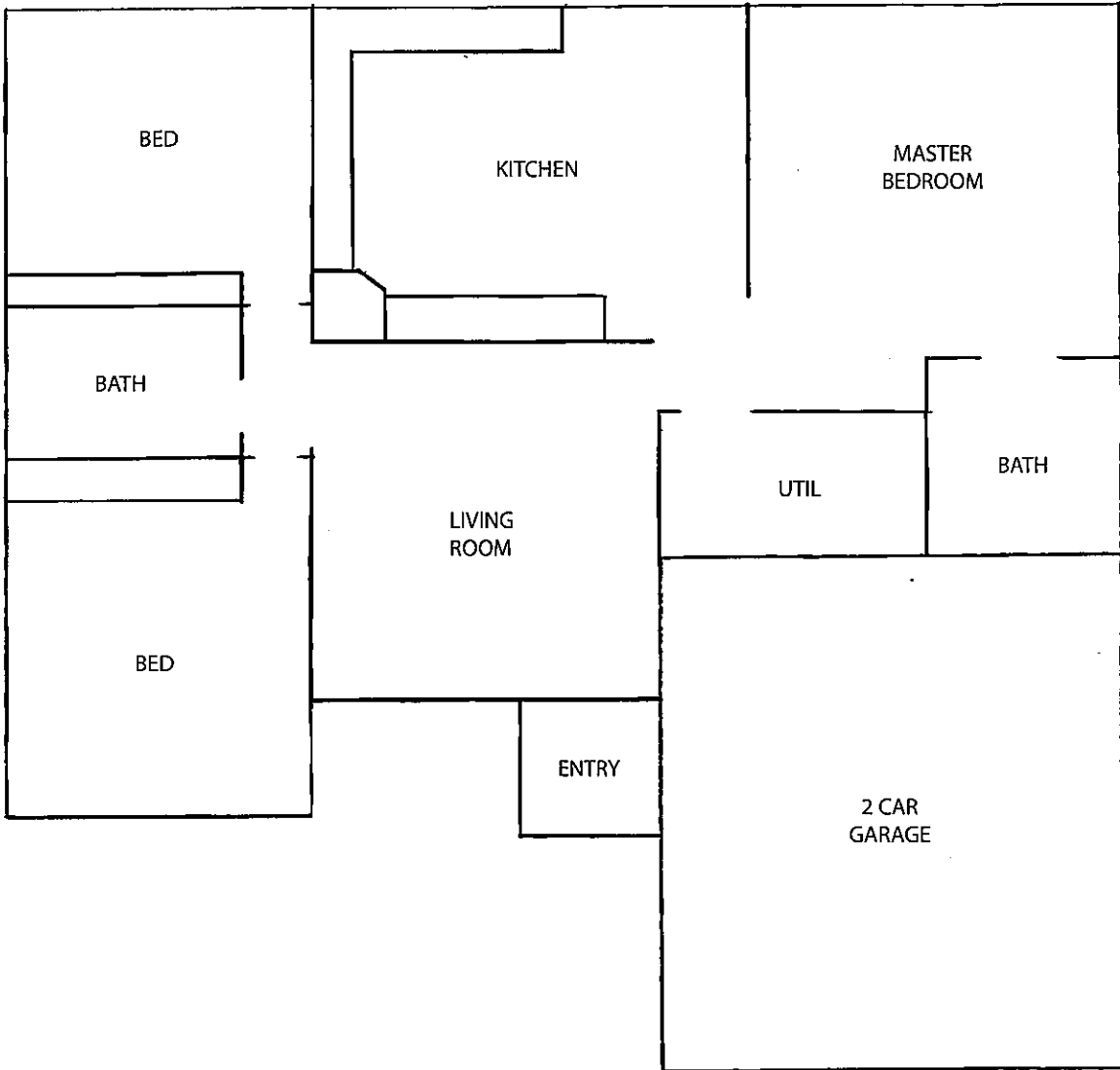
Prior Year Taxes Due			
Year	Folio	Cert.	Amount
2007	2447087.0000	004417	\$859.98
Prior Years Total			\$859.98
If in office by		Prior Years Due	

7/31/2008	\$859.98
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4



Sec. 3-92. R-4 Urban Single-Family Residential Classification.

(a) *Purpose and intent.* The purpose and intent of the R-4 Urban Single-Family Residential Classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.

(b) *Permitted principal uses and structures.* In the R-4 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to section 3-137).

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Excavations only for stormwater retention ponds for which a permit is required by this Code.

Home occupations, Class A (refer to section 3-127).

Parks and recreational areas accessory to residential developments.

Single-family standard dwelling.

(c) *Permitted special exceptions.* Additional regulations/requirements governing permitted special exceptions are located in section 3-134.

Public uses.

Public uses not specifically allowed as a permitted use.

Recreational areas (refer to section 3-134(2)).

(d) *Dimensional requirements.*

(1) *Minimum lot size:*

Area: 7,500 square feet.

Width: 75 feet.

(2) *Minimum yard size:*

Front yard: 25 feet.

Rear yard: 20 feet.

Side yard: 20 feet combined, minimum of eight feet on any one side.

Waterfront yard: 25 feet.

(3) *Maximum building height:* 35 feet.

(4) *Maximum lot coverage:* The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

(5) *Minimum floor area:* 850 square feet.

(Ord. No. 01-99, § 1(301.3), 11-3-1999)

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Ad Valorem Taxes and Non-Ad Valorem Assessments

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Account Number	Tax Type	Tax Year	
802304240030	Real Estate	2007	
Mailing Address		Physical Address	
CACIOPPO & SON OF FLORIDA 1307 E NORMANDY BLVD DELTONA FL 32725		NO STREET DEL Alternate Key 2405473.0000	
Assessed Value	Exempt Amount	Taxable Value	
\$65,700.00	\$0.00	\$65,700.00	
Exemption Detail		Millage Rate	
NO EXEMPTIONS		016 17.16624	
Legal Description			
LOT 3 BLK 24 ORANGE CITY ESTATES UNIT 3 MB 23 PG 86 EXC PART OF SUBSURFACE RIGHTS PER DB 499 PG 110 PER OR 3237 PG 0536 PER D/C 6059 PG 2332 PER OR 6059 PG 233 3 PER OR 6059 PG 2334			
Tax Districts Detail			
Code	Description	Exemption Amount	Amount
0058	VOLUSIA ECHO	\$0.00	\$12.03
0057	VOLUSIA FOREVER	\$0.00	\$6.38
0059	VOLUSIA FOREVER I & S - 2005	\$0.00	\$5.95
0050	COUNTY	\$0.00	\$284.65
0130	DELTONA	\$0.00	\$215.74
0060	ST JOHNS RIVER WATER MGMT	\$0.00	\$27.32
0065	FLORIDA INLAND NAVIGATION DIST	\$0.00	\$2.27
0070	W VOLUSIA HOSPITAL AUTHORITY	\$0.00	\$82.91
0010	SCHOOL	\$0.00	\$490.58
0163	STORMWATER VACANT PROPERTY	\$0.00	\$34.00
Total Gross			\$1,161.83

Prior Year Taxes Due			
Year	Folio	Cert.	Amount
2007	2405473.0000	004006	\$1,341.34
Prior Years Total			\$1,341.34
If in office by		Prior Years Due	

7/31/2008	\$1,341.34
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Ad Valorem Taxes and Non-Ad Valorem Assessments

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Account Number	Tax Type	Tax Year	
813002330230	Real Estate	2007	
Mailing Address		Physical Address	
CACIOPPO & SONS OF FL INC 1307 E NORMANDY BLVD STE 2 DELTONA FL 32725		808 HANCOCK DEL Alternate Key 2590084.0000	
Assessed Value	Exempt Amount	Taxable Value	
\$192,778.00	\$0.00	\$192,778.00	
Exemption Detail		Millage Rate	
NO EXEMPTIONS		016 17.16624	
Legal Description			
LOT 23 BLK 33 DELTONA LAKES UNIT 2 PER OR 5724 PG 3587 PER OR 57 24 PG 3588			
Tax Districts Detail			
Code	Description	Exemption Amount	Amount
0058	VOLUSIA ECHO	\$0.00	\$35.29
0057	VOLUSIA FOREVER	\$0.00	\$18.72
0059	VOLUSIA FOREVER I & S - 2005	\$0.00	\$17.46
0050	COUNTY	\$0.00	\$835.23
0130	DELTONA	\$0.00	\$633.03
0060	ST JOHNS RIVER WATER MGMT	\$0.00	\$80.16
0065	FLORIDA INLAND NAVIGATION DIST	\$0.00	\$6.65
0070	W VOLUSIA HOSPITAL AUTHORITY	\$0.00	\$243.27
0010	SCHOOL	\$0.00	\$1,439.47
0161	DELTONA GARBAGE	\$0.00	\$120.00
0162	STORMWATER IMPROVED PROPERTY	\$0.00	\$60.00
Total Gross			\$3,489.28

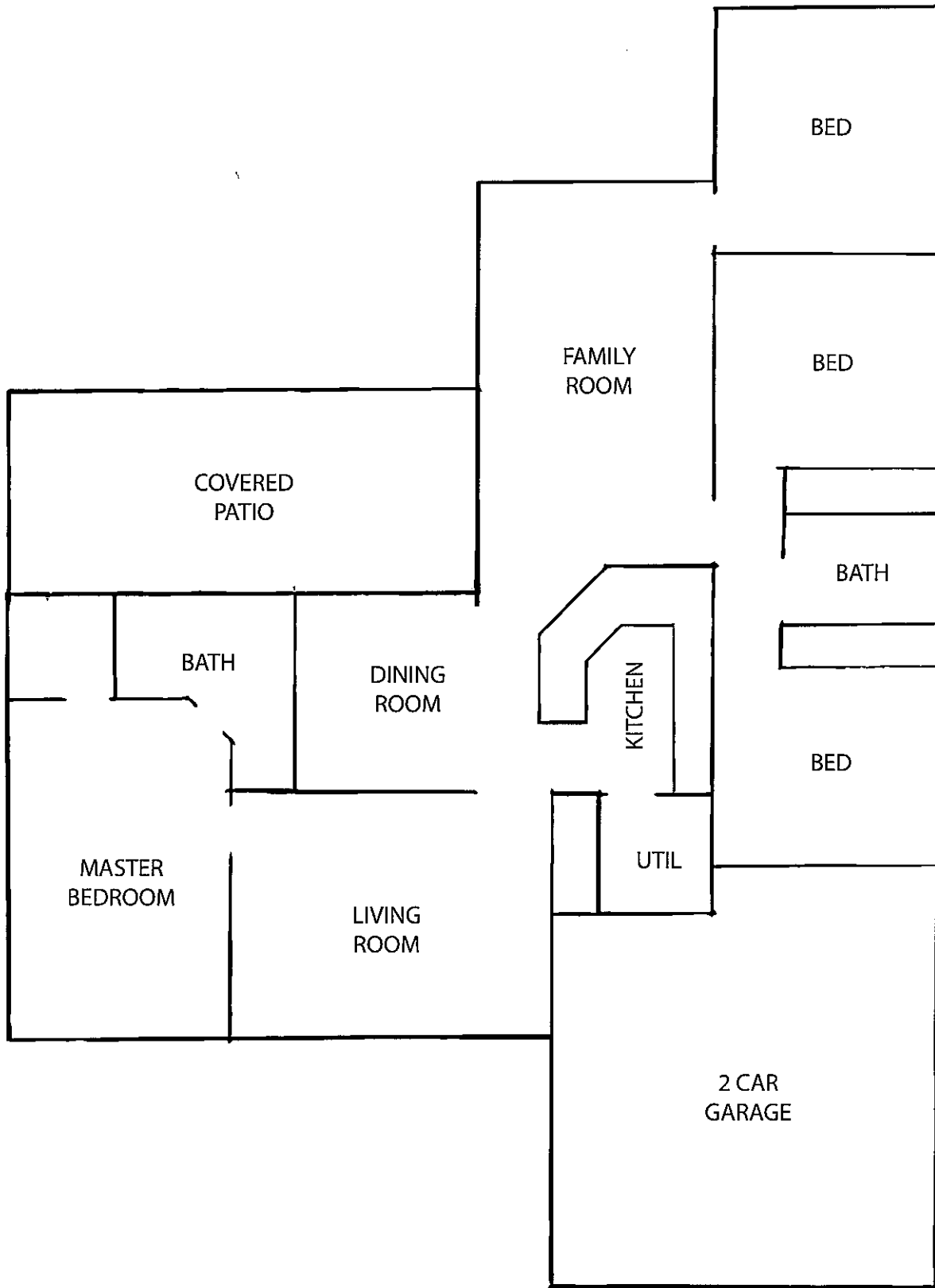
Prior Year Taxes Due			
Year	Folio	Cert.	Amount
2007	2590084.0000	006088	\$3,984.34
Prior Years Total			\$3,984.34
If in office by		Prior Years Due	

7/31/2008	\$3,984.34
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Ad Valorem Taxes and Non-Ad Valorem Assessments

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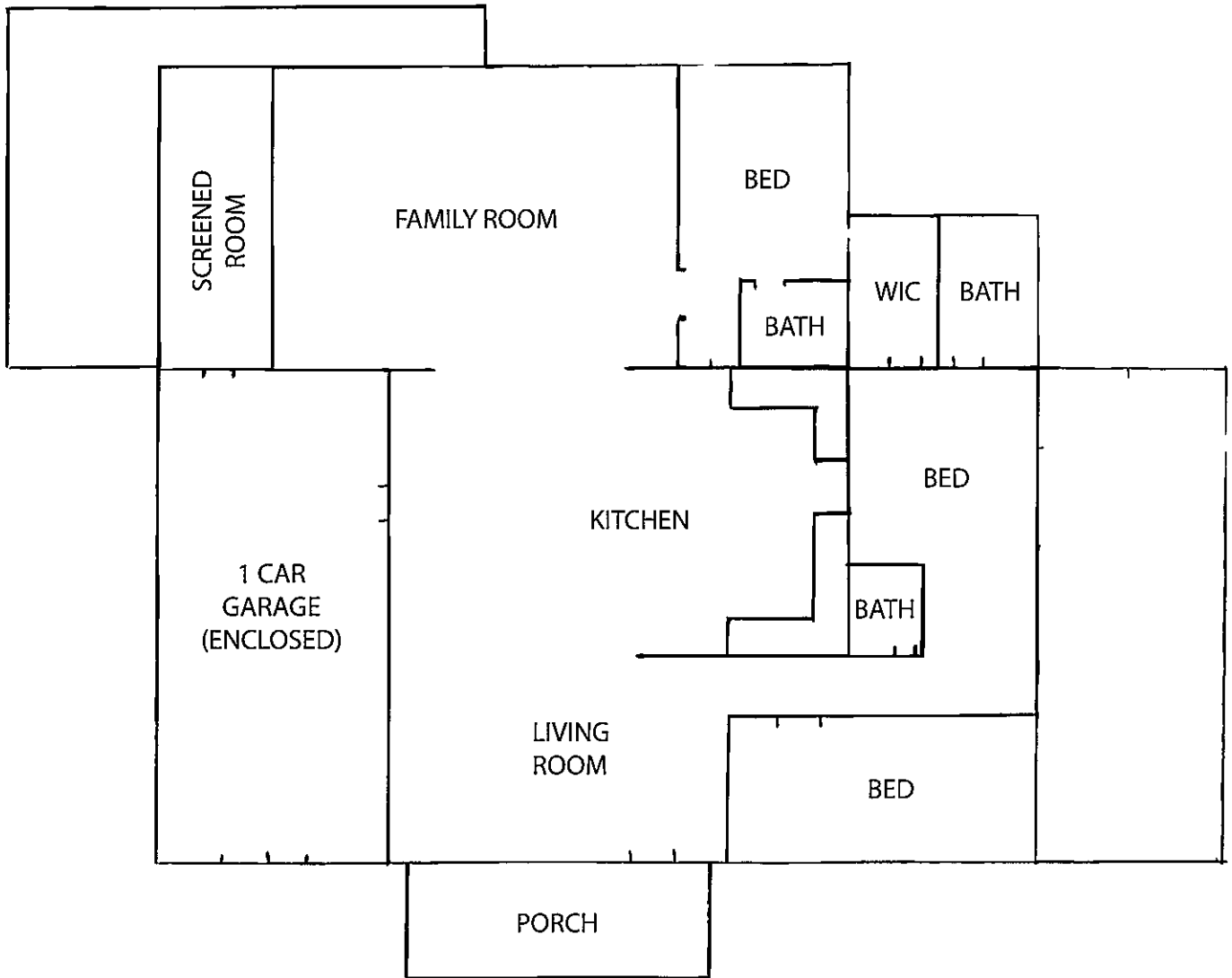
Account Number	Tax Type	Tax Year	
813007150130	Real Estate	2007	
Mailing Address		Physical Address	
FORMOSO FAMILY LIMITED PARTNERSHIP 1307 E NORMANDY BLVD #2 DELTONA FL 32725		1316 PROVIDENCE DEL Alternate Key 2633352.0000	
Assessed Value	Exempt Amount	Taxable Value	
\$133,276.00	\$0.00	\$133,276.00	
Exemption Detail		Millage Rate	
NO EXEMPTIONS		016 17.16624	
Legal Description			
LOT 13 BLK 239 DELTONA LAKES UNI T 7 MB 25 PGS 149 TO 162 INC PER OR 4810 PG 3503 PER OR 5550 PG 4488			
Tax Districts Detail			
Code	Description	Exemption Amount	Amount
0058	VOLUSIA ECHO	\$0.00	\$24.40
0057	VOLUSIA FOREVER	\$0.00	\$12.94
0059	VOLUSIA FOREVER I & S - 2005	\$0.00	\$12.07
0050	COUNTY	\$0.00	\$577.43
0130	DELTONA	\$0.00	\$437.64
0060	ST JOHNS RIVER WATER MGMT	\$0.00	\$55.42
0065	FLORIDA INLAND NAVIGATION DIST	\$0.00	\$4.60
0070	W VOLUSIA HOSPITAL AUTHORITY	\$0.00	\$168.18
0010	SCHOOL	\$0.00	\$995.17
0161	DELTONA GARBAGE	\$0.00	\$120.00
0162	STORMWATER IMPROVED PROPERTY	\$0.00	\$60.00
Total Gross			\$2,467.85

Prior Year Taxes Due			
Year	Folio	Cert.	Amount
2007	2633352.0000	006327	\$2,824.43
Prior Years Total			\$2,824.43
If in office by		Prior Years Due	

7/31/2008	\$2,824.43
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Ad Valorem Taxes and Non-Ad Valorem Assessments

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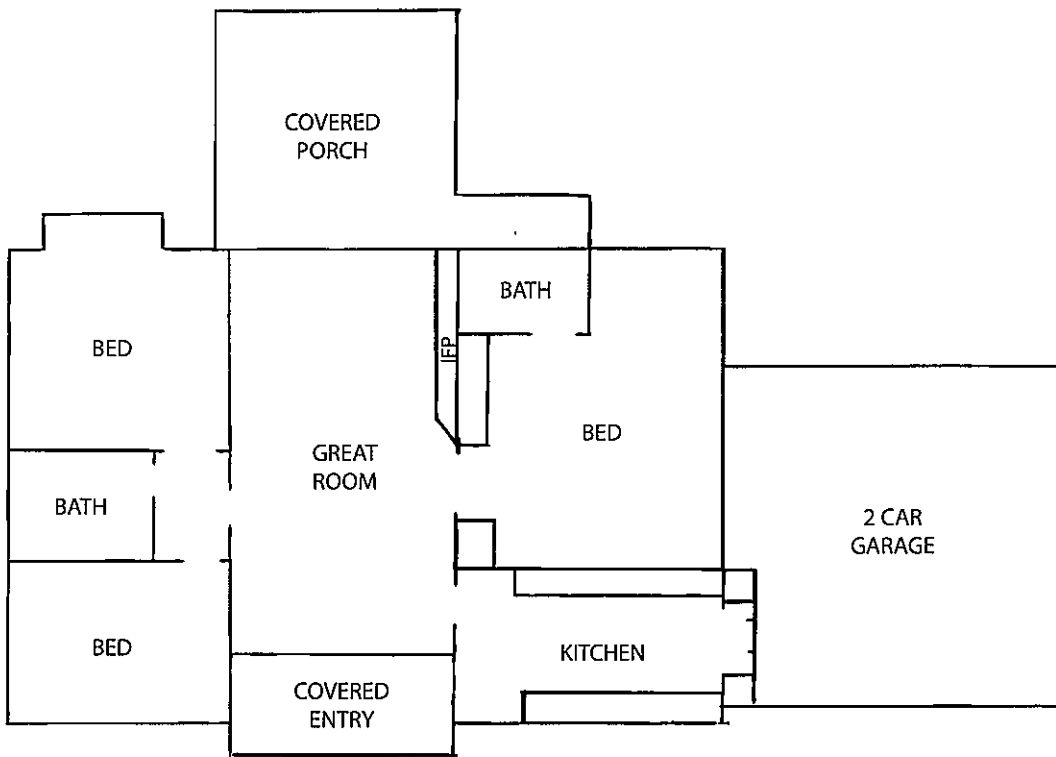
Account Number	Tax Type	Tax Year	
813007150140	Real Estate	2007	
Mailing Address		Physical Address	
CACIOPPO & SON OF FLORIDA INC 1307 E NORMANDY BLVD DELTONA FL 32725		1324 PROVIDENCE DEL Alternate Key 2633361.0000	
Assessed Value	Exempt Amount	Taxable Value	
\$142,826.00	\$0.00	\$142,826.00	
Exemption Detail		Millage Rate	
NO EXEMPTIONS		016 17.16624	
Legal Description			
LOT 14 BLK 239 DELTONA LAKES UNI T 7 MB 25 PGS 149-162 INC PER OR 4830 PG 3268 & UNREC WD DATED 1 0 29 2004 & OR 5443 PG 3832			
Tax Districts Detail			
Code	Description	Exemption Amount	Amount
0058	VOLUSIA ECHO	\$0.00	\$26.15
0057	VOLUSIA FOREVER	\$0.00	\$13.87
0059	VOLUSIA FOREVER I & S - 2005	\$0.00	\$12.93
0050	COUNTY	\$0.00	\$618.81
0130	DELTONA	\$0.00	\$469.00
0060	ST JOHNS RIVER WATER MGMT	\$0.00	\$59.39
0065	FLORIDA INLAND NAVIGATION DIST	\$0.00	\$4.93
0070	W VOLUSIA HOSPITAL AUTHORITY	\$0.00	\$180.23
0010	SCHOOL	\$0.00	\$1,066.48
0161	DELTONA GARBAGE	\$0.00	\$120.00
0162	STORMWATER IMPROVED PROPERTY	\$0.00	\$60.00
Total Gross			\$2,631.79

Prior Year Taxes Due			
Year	Folio	Cert.	Amount
2007	2633361.0000	006328	\$3,010.59
Prior Years Total			\$3,010.59
If in office by		Prior Years Due	

7/31/2008	\$3,010.59
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Volusia County Tax Collector

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Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year	
813013100290	Real Estate	2007	
Mailing Address		Physical Address	
CACIOPPO & SONS OF FLORIDA INC 1307 E NORMANDY BLVD #2 DELTONA FL 32725		1317 WORTHINGTON DEL Alternate Key 2684909.0000	
Assessed Value	Exempt Amount	Taxable Value	
\$56,400.00	\$0.00	\$56,400.00	
Exemption Detail		Millage Rate	
NO EXEMPTIONS		016 17.16624	
Legal Description			
LOT 29 BLK 458 DELTONA LAKES UNI T 13 PER OR 3894 PG 2439 PER OR 5641 PG 716 PER OR 5681 PG 3755 PER OR 5681 PG 3756			
Tax Districts Detail			
Code	Description	Exemption Amount	Amount
0058	VOLUSIA ECHO	\$0.00	\$10.32
0057	VOLUSIA FOREVER	\$0.00	\$5.48
0059	VOLUSIA FOREVER I & S - 2005	\$0.00	\$5.11
0050	COUNTY	\$0.00	\$244.36
0130	DELTONA	\$0.00	\$185.20
0060	ST JOHNS RIVER WATER MGMT	\$0.00	\$23.45
0065	FLORIDA INLAND NAVIGATION DIST	\$0.00	\$1.95
0070	W VOLUSIA HOSPITAL AUTHORITY	\$0.00	\$71.17
0010	SCHOOL	\$0.00	\$421.14
0163	STORMWATER VACANT PROPERTY	\$0.00	\$34.00
Total Gross			\$1,002.18

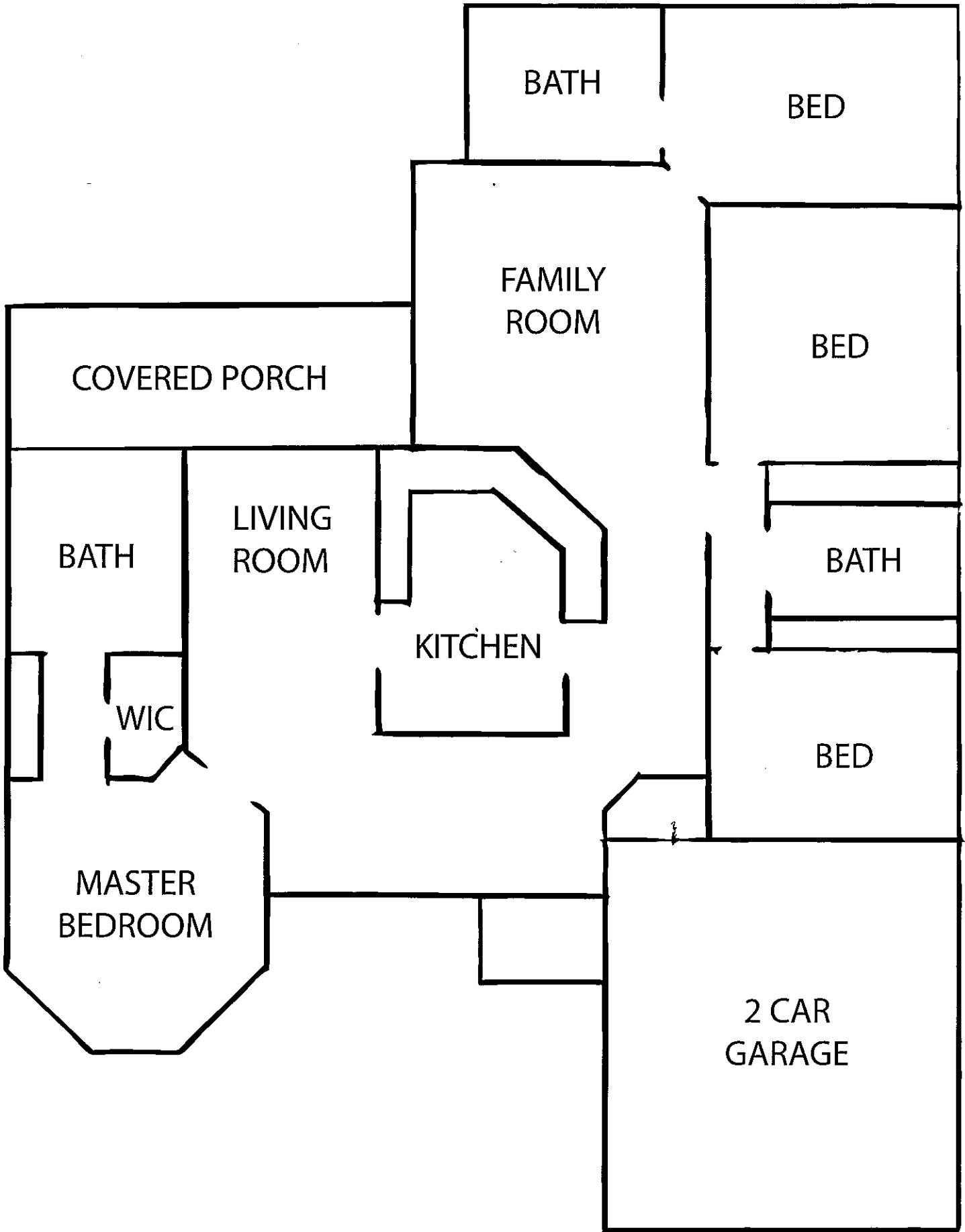
Prior Year Taxes Due			
Year	Folio	Cert.	Amount
2007	2684909.0000	006607	\$1,160.05
Prior Years Total			\$1,160.05
If in office by		Prior Years Due	

7/31/2008	\$1,160.05
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Volusia County Tax Collector

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Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year	
813034340220	Real Estate	2007	
Mailing Address		Physical Address	
CACIOPPO & SONS OF FLORIDA INC 1307 E NORMANDY BLVD #2 DELTONA FL 32725		2925 BECKWITH DEL Alternate Key 2768312.0000	
Assessed Value	Exempt Amount	Taxable Value	
\$178,664.00	\$0.00	\$178,664.00	
Exemption Detail		Millage Rate	
NO EXEMPTIONS		016 17.16624	
Legal Description			
LOT 22 BLK 891 DELTONA LAKES UNI T 34 PER OR 2255 PG 495 PER OR 5 677 PG 3140 PER OR 5677 PG 2197 PER OR 5677 PG 2197			
Tax Districts Detail			
Code	Description	Exemption Amount	Amount
0058	VOLUSIA ECHO	\$0.00	\$32.71
0057	VOLUSIA FOREVER	\$0.00	\$17.35
0059	VOLUSIA FOREVER I & S - 2005	\$0.00	\$16.18
0050	COUNTY	\$0.00	\$774.08
0130	DELTONA	\$0.00	\$586.68
0060	ST JOHNS RIVER WATER MGMT	\$0.00	\$74.29
0065	FLORIDA INLAND NAVIGATION DIST	\$0.00	\$6.16
0070	W VOLUSIA HOSPITAL AUTHORITY	\$0.00	\$225.46
0010	SCHOOL	\$0.00	\$1,334.08
0161	DELTONA GARBAGE	\$0.00	\$120.00
0162	STORMWATER IMPROVED PROPERTY	\$0.00	\$60.00
Total Gross			\$3,246.99

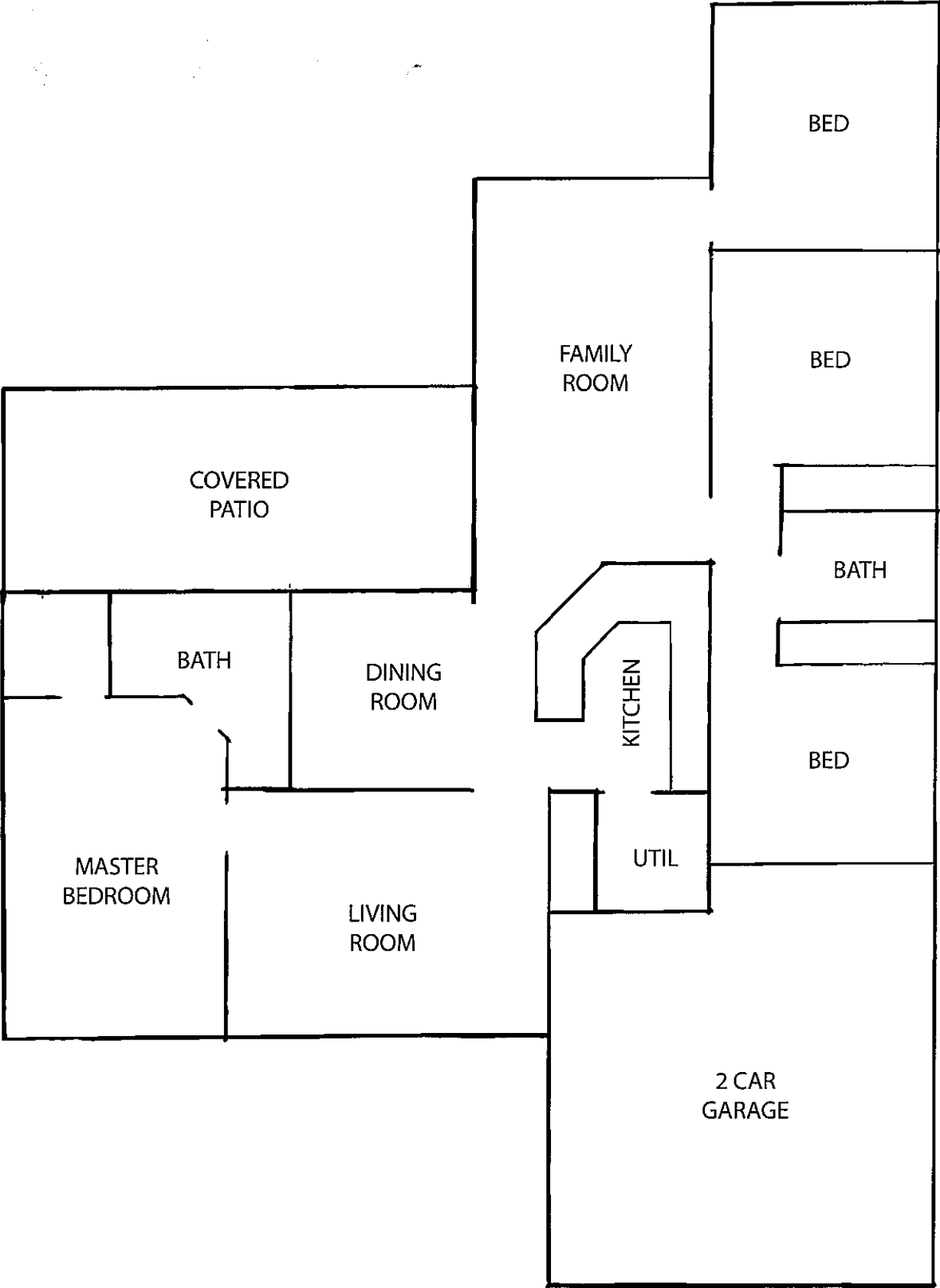
Prior Year Taxes Due			
Year	Folio	Cert.	Amount
2007	2768312.0000	007067	\$3,709.20
Prior Years Total			\$3,709.20
If in office by		Prior Years Due	

7/31/2008

\$3,709.20

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Sec. 110-706. R1-AAA, AA, A, and R1, Single-family classifications.

706.01. Purpose and intent. These classifications are established within the city to provide areas for single family dwellings and customary accessory buildings. The regulations for this classification are designed to promote the construction and continued use of land for single-family dwellings, and to provide as conditional uses certain structures and uses required to serve the residents, such as churches and noncommercial recreational areas. Prohibited are uses of land that would create potential nuisances to residential areas, adversely affect residential property values, overburden public facilities or create potentially adverse individual or cumulative impacts to adjacent lakes that would diminish their water quality or aesthetic appeal.

706.02. Permitted principal uses and structures. In the R-1AAA, AA and A districts, no premises shall be used except for the following principal uses and their customary accessory structures or uses.

Single-family dwellings and their customary accessory uses and structures when located on the same lot as the principal uses.

Home offices as restricted by section 110-807 of this chapter.

Publicly or privately owned municipal or public water supply wells less than eight inches in diameter.

Communication towers up to 70 feet high, in accordance with Chapter 82, Code of Ordinances of the City of Deltona, as it may be amended from time to time.

Antennas and towers up to 70 feet high for amateur radio, citizens band, marine band, and business band radio communications, consistent with applicable state and federal regulations regarding antennas and towers for these services.

Publicly owned parks and recreational areas.

Privately owned parks and recreational areas that are part of a city-approved subdivision, or single-family planned development.

706.03. Permitted conditional uses and structures.

Communication towers over 70 feet high, in accordance with Chapter 82, Code of Ordinances of the City of Deltona, as it may be amended from time to time.

Day care centers (refer to section 110-817(f) of this chapter).

Houses of worship (refer to section 110-817(d) of this chapter).

Public uses not listed as a principal permitted use.

Publicly or privately owned municipal or public water supply wells of eight inches or more in diameter.

Public utility uses and structures (refer to section 110-817(a) of this chapter).

Non-commercial recreational areas not listed as principal permitted uses (refer to section 110-817(c) of this chapter).

Public, parochial, or private schools (refer to section 110-817(d) of this chapter).

706.04. Maximum density. With septic tanks, maximum 1 dwelling unit per acre. With community or public water and sewer (except community septic tanks):

1. R-1AAA: Two dwelling units per acre.
2. R-1AA: Three dwelling units per acre.
3. R-1A: Four dwelling units per acre.
4. R-1: Six dwelling units per acre.

706.04. Dimensional requirements.

1. Minimum lot area:

- a. R-1AAA: 20,000 square feet.
 - b. R-1AA: 12,000 square feet.
 - c. R-1A: 9,500 square feet.
 - d. R-1: 7,400 square feet, except Arbor Ridge Subdivision.
 - e. R-1: 5,000 square feet in Arbor Ridge Subdivision.
 - 2. Minimum lot width:
 - a. R-1AAA: 100 feet at the front yard setback line.
 - b. R-1AA: 90 feet at the front yard setback line.
 - c. R-1A: 80 feet at the front yard setback line.
 - d. R-1: 75 feet at the front yard setback line, except Arbor Ridge Subdivision.
 - e. R-1: 45 feet at the front yard setback line in Arbor Ridge Subdivision.
 - 3. Minimum yard size:
 - 1. Front yard: Minimum 25 Feet, 30 feet abutting an arterial or collector street
 - 2. Side yard: Minimum six feet
 - 3. Side street yard: Same as front yard
 - 4. Rear yard: Ten feet or ten percent of the lot depth, whichever is greater.
 - 5. Waterfront: 25 feet from the rear property line or the ordinary high water mark, whichever is most restrictive (110-818).
 - 706.05. *Maximum building height:* 35 feet.
 - 706.06. *Maximum lot coverage:* The maximum area of the lot permitted to be covered by principal and accessory buildings shall not exceed 35 percent.
 - 706.07. *Minimum floor area.*
 - 1. R-1AAA: 1,700 sq. ft.
 - 2. R-1AA: 1,500 sq. ft.
 - 3. R-1A: 1,400 sq. ft.
 - 4. R-1: 1,200 sq. ft.
- (Ord. No. 06-2003, § 1, 11-3-2003; Ord. No. 06-2007, § 1, 4-16-2007)

Sec. 110-707. R1-B Single-Family Residential classification.

707.01. *Purpose and intent.* The purpose and intent of the R-1B Single-Family Residential classification is to provide for medium density single family development, in a manner which is consistent with the comprehensive plan, and preserve the character of existing small lot subdivisions.

707.02. *Permitted principal uses and structures.* In the R1-B Urban Single-Family Residential classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Communication towers and antennas up to 70 feet high, in accordance with the requirements of Chapter 82, Code of Ordinances, City of Deltona, as it may be amended from time to time.

Antennas and towers up to 70 feet high for amateur radio, citizens band, marine band, and business band radio communications, consistent with applicable state and federal regulations regarding antennas and towers for these services.

Fire stations.

Home occupations (refer to section 110-807).

Public and private parks and recreation areas.

Public schools.

Publicly owned or regulated water supply wells of less than eight inches in diameter in accordance with the potable water wellfield protection requirements of Chapter 98, article V, Code of Ordinances of the City of Deltona.

Single-family standard or Florida DCA-approved manufactured dwellings.

707.03. Permitted conditional uses. Additional regulations/requirements governing permitted conditional uses are located in sections 110-817 and 110-1102 of this chapter.

Communication towers over 70 feet high, in accordance with Chapter 82, Code of Ordinances of the City of Deltona, as it may be amended from time to time.

Houses of worship (refer to section 110-817(f)).

Off-street parking areas (refer to section 110-817(n)).

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to section 110-817(a) and (b)).

Publicly or privately owned municipal or public water supply wells of eight inches diameter or greater.

Recreational areas (refer to section 110-817(c)).

Schools, parochial and private (refer to section 110-817(d)).

707.04. Maximum density. The maximum development density permitted is six dwelling units per net acre, with the exceptions permitted herein. When protected resources are set aside as open spaces protected for at least 50 years in a conservation easement approved by the city, and no drainage or utilities are permitted to encroach into the easement area, the area of the easement shall be credited three dwelling units per protected acre, but not more than the gross density permitted by the Future Land Use Map. The resulting density credit may be transferred to upland development area within the project boundaries. A credit of three dwelling units per park/recreational acre will be given for the area established for commonly owned golf courses, parks, and recreational facilities, which credit shall be increased to four dwelling units per park/recreational acre when such facilities are open to the general public through deed restriction or dedication to the city. No density credits shall allow the site to exceed the maximum gross density limits established in the Comprehensive Plan Future Land Use Map.

707.05. Dimensional requirements.

(a) *Minimum lot size.*

Area: 5,000 square feet.

Width: 50 feet.

(b) *Minimum yard size.*

Front yard: 25 feet.

Rear yard: 20 percent of the lot depth, but not less than 20 feet.

Side yard:

Abutting any lot: Seven and one-half feet. May be reduced to five feet between the closest points of buildings or roofs if Fire Code compliant fire rated materials are used on the external walls and roofs, or if residential fire sprinklers approved by the city fire marshal are installed in each building.

Abutting any street: 25 feet, may be 15 feet within subdivisions approved prior to November 3, 2003.

Waterfront or golf course yard: 20 percent of lot depth, but not less than 25 feet.

Maximum building height: 35 feet.

Maximum lot coverage: The total area covered by principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 1,200 square feet, except for any subdivisions approved prior to November 3, 2003.

707.06 Off-street parking and loading requirements. Off-street parking and loading areas meeting the requirements of sections 110-810 and 110-811 shall be constructed.

707.07. Types of signs permitted. Signs shall be permitted in accordance with Chapter 102, Code of Ordinances of the City of Deltona, as it may be amended from time to time. (Ord. No. 06-2003, § 1, 11-3-03; Ord. No. 31-2004, § 1, 1-24-2005)



Volusia County Tax Collector

generated on 7/21/2008 12:58:13 PM EDT

Tax Record

NOTE: All delinquent payments NOT made by credit card MUST be in certified funds.

Last Update: 7/21/2008 12:58:13 PM ET

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year	
813035300010	Real Estate	2007	
Mailing Address		Physical Address	
FORMOSO FAMILY LIMITED PARTNERSHIP 1307 E NORMANDY STE 2 DELTONA FL 32725		3124 LAKE HELEN OSTEEN DEL Alternate Key 2775041.0000	
Assessed Value	Exempt Amount	Taxable Value	
\$54,600.00	\$0.00	\$54,600.00	
Exemption Detail		Millage Rate	
NO EXEMPTIONS		016 17.16624	
Legal Description			
LOT 1 BLK 935 DELTONA LAKES UNIT 35 PER OR 2727 PG 1417 & OR 544 3 PG 3074 PER OR 5550 PG 4490			
Tax Districts Detail			
Code	Description	Exemption Amount	Amount
0058	VOLUSIA ECHO	\$0.00	\$10.00
0057	VOLUSIA FOREVER	\$0.00	\$5.30
0059	VOLUSIA FOREVER I & S - 2005	\$0.00	\$4.94
0050	COUNTY	\$0.00	\$236.56
0130	DELTONA	\$0.00	\$179.29
0060	ST JOHNS RIVER WATER MGMT	\$0.00	\$22.70
0065	FLORIDA INLAND NAVIGATION DIST	\$0.00	\$1.88
0070	W VOLUSIA HOSPITAL AUTHORITY	\$0.00	\$68.90
0010	SCHOOL	\$0.00	\$407.70
0163	STORMWATER VACANT PROPERTY	\$0.00	\$34.00
Total Gross			\$971.27

Prior Year Taxes Due			
Year	Folio	Cert.	Amount
2007	2775041.0000	007099	\$1,124.95
Prior Years Total			\$1,124.95
If in office by		Prior Years Due	

7/31/2008

\$1,124.95

[Click Here To Pay Now](#)

Please Mail Payments to: County of Volusia 123 W Indiana Ave Rm103, Deland, FL 32720

12

Volusia County Tax Collector

generated on 7/21/2008 12:56:45 PM EDT

Tax Record

NOTE: All delinquent payments NOT made by credit card MUST be in certified funds.

Last Update: 7/21/2008 12:56:45 PM ET

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year	
813035300030	Real Estate	2007	
Mailing Address		Physical Address	
FORMOSO FAMILY LIMITED PARTNERSHIP P O BOX 5009 DELTONA FL 32728		3148 LAKE HELEN OSTEEN DEL Alternate Key 2775068.0000	
Assessed Value	Exempt Amount	Taxable Value	
\$42,000.00	\$0.00	\$42,000.00	
Exemption Detail		Millage Rate	
NO EXEMPTIONS		016 17.16624	
Legal Description			
LOT 3 BLK 935 DELTONA LAKES UNIT 35 OR 1476 PG 699 PER OR 5349 P G 3063			
Tax Districts Detail			
Code	Description	Exemption Amount	Amount
0058	VOLUSIA ECHO	\$0.00	\$7.69
0057	VOLUSIA FOREVER	\$0.00	\$4.08
0059	VOLUSIA FOREVER I & S - 2005	\$0.00	\$3.80
0050	COUNTY	\$0.00	\$181.97
0130	DELTONA	\$0.00	\$137.92
0060	ST JOHNS RIVER WATER MGMT	\$0.00	\$17.46
0065	FLORIDA INLAND NAVIGATION DIST	\$0.00	\$1.45
0070	W VOLUSIA HOSPITAL AUTHORITY	\$0.00	\$53.00
0010	SCHOOL	\$0.00	\$313.61
0163	STORMWATER VACANT PROPERTY	\$0.00	\$34.00
Total Gross			\$754.98

Prior Year Taxes Due			
Year	Folio	Cert.	Amount
2007	2775068.0000	007100	\$879.34
Prior Years Total			\$879.34
If in office by		Prior Years Due	
7/31/2008		\$879.34	

Sec. 110-714. C-1, Retail Commercial district.

714.01. Purpose and intent. The purpose of the C-1-Retail Commercial Zoning District is to establish neighborhood commercial development along high volume roads that is compatible with nearby single-family residential areas. The C-1-Retail Commercial Zoning District is not suitable for transitional areas. Therefore, low intensity commercial development with no residential mix is permitted. The C-1-Retail Commercial Zoning District was first established in the original Deltona Lakes Community Development Plan to serve this purpose in the planned development. It may be applied to achieve a commercial development suitable for serving surrounding single-family residential development in all other appropriate areas of the City of Deltona, including those areas that were not included in the original Deltona Lakes Community Development Plan. The C-1-Retail Commercial Zoning District shall only be applied to areas that are designated in the commercial future land use category on the adopted Future Land Use Map in the Deltona Comprehensive Plan, as it may be amended from time to time.

714.02. Uses permitted. Within the C-1 Retail Commercial district, no building, structure, land or water shall be used except for one or more of the following uses:

- (a) Motels and hotels.
- (b) Restaurants, Types A and B
- (c) Retail shops, professional offices, and personal service enterprises similar to the following:

Animal hospital.

Antique shops.

Aquariums.

Art goods and bric-a-brac shops.

Artist studios.

Automobile new parts, equipment and accessories; sales only.

Automobile service stations, Type C.

Bakeries, retail (including preparation of products for sale on the premises.)

Banks and other financial businesses

Barber shops.

Bars.

Beauty parlors.

Bicycle stores.

Billiard rooms, pool rooms or bowling alleys.

Car washes.

Cigar stores (retail only).

Confectionery and ice cream stores.

Conservatories.

Convenience stores.

Cultural, historical, and art centers and museums.

Curio stores.

Day care centers.

Dental offices and clinics.

Drug and sundry stores.

Electric sales and service.

Electronic sales and service.

Employment agencies.

Essential utility services.

Fire stations.

Florist shops.

Fruit stores (retail only).
Furniture stores.
Garden supplies and retail fertilizer store.
General offices.
Grocery stores with or without meat sales.
Hardware stores (retail only).
Houses of worship.
Interior decorating, costuming, draperies.
Jewelry stores, watch repairs.
Laundromats.
Laundry and cleaning agencies (provided no gasoline or explosives of any kind are stored or used therein).
Lawn equipment sales and service.
Leather goods stores (retail only).
Libraries.
Medical offices and clinics.
Millinery, wearing apparel, furrier stores.
Music and radio stores.
Night clubs.
Non-profit membership and charitable organizations.
Newsstands.
Paint stores.
Pest exterminators.
Pet stores.
Photograph galleries.
Physical fitness centers.
Printing shops.
Private clubs, lodges, fraternities, sororities.
Plumbing fixture shops (retail only).
Plumbing, sales and service.
Police and sheriff stations.
Public art galleries, libraries, museums, and other public meeting places not operated for profit.
Retail sales and services, excluding sales or rental of automobile, motorcycle, truck, motor home, or travel trailers, automobile driving schools, boat or mobile home sales and services.
Retail specialty shops.
Schools.
Tailor shops.
Theaters.
Utility offices.
Veterinarians.

(d) Communication towers up to a height of 70 feet are permitted in accordance with Chapter 82, Code of Ordinances, as it may be amended from time to time.

(e) Publicly owned or regulated water supply wells of less than eight inches in diameter in accordance with the potable water well field protection requirements of the Land Development Code Chapter 98, article V, Code of Ordinances, as it may be amended from time to time.

714.03. Conditional uses.

- (a) Communication towers exceeding 70 feet in height above ground level, in accordance with Chapter 82, Code of Ordinances, as it may be amended from time to time.
- (b) Automobile driving schools.
- (c) Automobile repair garage.
- (d) Automobile service stations, Type A; permitted only on building sites with not less than 150 feet frontage on all abutting streets.
- (e) Funeral homes.
- (f) Publicly or privately owned municipal or public water supply wells of eight inches diameter or greater in accordance with the potable water well field protection requirements of the land development code Chapter 98, article V, Code of Ordinances, as it may be amended from time to time.

714.04. Building height regulations. No building or structure shall exceed 35 feet in height.

714.05. Building site area regulations:

- (a) Minimum lot width: 100 feet; except 150 feet shall be required along all abutting street frontages for land uses with drive through service or windows, and all three types of automobile service stations.
- (b) Minimum lot area: 10,000 square feet.

714.06. Maximum floor area ratios:

- (a) 0.28 except for medical and dental offices and clinics;
- (b) 0.12 for medical and dental offices and clinics.

714.07. Front, rear and side street yard regulations:

- (a) Front yard: 25 feet.
- (b) Rear yard: 15 feet.
- (c) Side street yard: 15 feet.

714.08. Side yard: Five feet except may be reduced to zero foot where adjacent to existing building with zero foot setback, or coordinated with proposed building with zero foot setback.

When two or more lots are used as one building site the setback restrictions set forth in this zoning district shall apply to the exterior perimeter of the combined site.

714.09. Off-street parking regulations. See sections 110-810.06 through 810.10.

714.10. Lot coverage. 40 percent of the lot area is the maximum that may be covered by the principal and accessory buildings located thereon, excluding swimming pools and screened enclosures, except that screened enclosures used for storage, trash or equipment containment, and covered parking areas are included. This provision shall not be interpreted to allow a floor area ratio of any principal building or group of principal buildings to exceed the maximum permitted by subsection E.

714.11. Landscape buffer requirements. Landscape buffer areas meeting the requirements of section 110-808 shall be constructed.

714.12. Final site plan requirements. Final site plan approval meeting the requirements of article III of the Land Development Code [chapter 74, article II, Code of Ordinances] is required.

714.13. Types of signs permitted. Signs are permitted in accordance with the city's sign code Chapter 102, Code of Ordinances, as it may be amended from time to time.

714.14. General provisions, exceptions and prohibitions. See article VIII.
(Ord. No. 06-2003, § 1, 11-3-03)

C

13

05/29/2008 11:23 AM
Doc stamps .70
(Transfer Amt \$ 100)
Instrument# 2008-108574 # 1
Book: 6236
Page# 2028

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA

CASE NO: 2007 12429 CIDL

FIFTH THIRD BANK, a Michigan Banking Corporation, successor by merger to Southern Community Bank of Central Florida,

Plaintiff,

v.

CACIOPPO & SON OF FLORIDA, INC., a Florida corporation; **VITA FORMOSO**, individually; **GIACINTO FORMOSO**, individually **FORMOSO FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership; **CHASE MANHATTAN BANK; CITY OF ORANGE CITY; THOMAS WARREN CREWS**, individually; **CONSTANCE J. GIBSON**, individually; **4 JAYS-MANAGEMENT, INC.**, a Florida corporation; **RUTH M. ABBOTT**, individually; **CEMEX, INC.**, a Texas corporation; **GARY WAYNE EVERS**, individually and **QUALITY PRECAST COMPANY**, a Florida corporation,

Defendants.

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that she executed and filed a Certificate of Sale in this action on May 15, 2008, for the real and personal property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

CLERK OF THE CIRCUIT
CITY COURT VOLUSIA COUNTY, FLORIDA
CC 84

MAY 28 2008

FILED

The following parcels of real and personal property in Volusia County, Florida:

COUNT II
(3148 Lake Helen Osteen Road)

Lot 3, Block 935, Deltona Lakes, Unit 35, according to the Plat thereof as recorded in Map Book 27, Pages 150-157, inclusive of the Public Records of Volusia County, Florida

together with all improvements, tenements, hereditaments and appurtenances pertaining thereto.

COUNT III
(3124 Lake Helen Osteen Road)

Lot 1, Block 935, DELTONA LAKES UNIT THIRTY-FIVE, according to the Plat thereof as recorded in Map Book 27, Pages 150-157, inclusive, of the Public Records of Volusia County, Florida

together with all improvements, tenements, hereditaments and appurtenances pertaining thereto.

COUNT IV
(1316 Providence Boulevard)

Lot 13, Block 239, DELTONA LAKES UNIT SEVEN, according to the Plat thereof as recorded in Map Book 25, Pages 149-162, inclusive, of the Public Records of Volusia County, Florida

together with all improvements, tenements, hereditaments and appurtenances pertaining thereto.

COUNT V
(1324 Providence Boulevard)

Lot 14, Block 239, DELTONA LAKES UNIT SEVEN, according to the Plat thereof as recorded in Map Book 25, Pages 149-162, inclusive, of the Public Records of Volusia County, Florida

together with all improvements, tenements, hereditaments and appurtenances pertaining thereto.

COUNT VI
(1317 Worthington Drive)

Lot 29, Block 458 DELTONA LAKES UNIT THIRTEEN, according to the Plat thereof as recorded in Map Book 25, Pages 218 through 222, inclusive, of the Public Records of Volusia County, Florida

together with all improvements, tenements, hereditaments and appurtenances pertaining thereto.

COUNT VII
(2925 Beckwith Street)

Lot 22, Block 891 DELTONA LAKES UNIT THIRTY FOUR, according to the Plat thereof as recorded in Map Book 27, Pages 134 through 142 inclusive, of the Public Records of Volusia County, Florida

together with all improvements, tenements, hereditaments and appurtenances pertaining thereto.

COUNT VIII
(333 South Oak Avenue)

The East 130.00 feet of the South 87.50 feet of the North 187.50 feet, Block 26, according to the Plat thereof as recorded in Map Book 3, Page 86 of the Public Records of Volusia County, Florida.

together with all improvements, tenements, hereditaments and appurtenances pertaining thereto.

COUNT IX
(287 E. Banana Avenue)

Block 26, Orange City, Map Book 3, Page 86, of the Public Records of Volusia County, Florida, Less the West 336.00 Feet and also less the North 275.00 feet thereof.

together with all improvements, tenements, hereditaments and appurtenances pertaining thereto.

COUNT X
(245 E. Banana Avenue)

The West 224.00 feet of Block 26, Orange City, Map Book 3, Page 86, of the Public Records of Volusia County, Florida, less the West 112.00 feet and also less the North 275.00 feet thereof.

together with all improvements, tenements, hereditaments and appurtenances pertaining thereto.

COUNT XI
(38 Floridana Road)

The South 87.2 feet and the West 11.00 feet of Lot 13, Block 21, Plantation Estates Unit Fifteen, according to the Plat thereof as recorded in Map Book 23, Pages 26 of the Public Records of Volusia County, Florida

together with all improvements, tenements, hereditaments and appurtenances pertaining thereto.

COUNT XII
(808 South Hancock Drive)

Lot 23, Block 33 Deltona Lakes Unit Two, according to the Plat thereof as recorded in Map Book 25, Pages 101 through 104 of the Public Records of Volusia County, Florida

together with all improvements, tenements, hereditaments and appurtenances pertaining thereto.

COUNT XIII
(1457 Ashbourne Way)

Lot 3, Block 24, Orange City Estates Unit 3, parcel #8023-04-24-0030 of the Public Records of Volusia County, Florida.

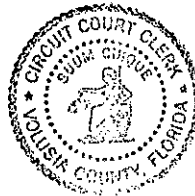
together with all improvements, tenements, hereditaments and appurtenances pertaining thereto.

were sold to FIFTH THIRD BANK, a Michigan Banking Corporation, successor by merger to Southern Community Bank of Central Florida, c/o Kathleen M. Gilbert, Vice-

President, 1700 66th Street North, Suite 201, Mail Drop TSPL2A, St. Petersburg,
Florida 33710 ("Fifth Third").

WITNESS my hand and the seal of this Court this 28 day of May, 2008.

DIANE M. MATOUSEK
Clerk of the Circuit Court
Volusia County, Florida



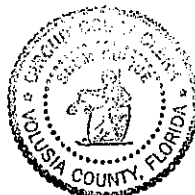
(Seal)

By: /s/Nathan Peppel
Deputy Clerk

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail delivery to JOHN M. BRENNAN, ESQ., Gray Robinson, P.A., P.O. Box 3068, Orlando, Florida 32802-3068 (*Attorneys for Plaintiff, Fifth Third Bank*); CATHERINE D. REISCHMANN, ESQ., Brown, Garganese Weiss & D'Agresta, P.A., Post Office Box 2873, Orlando, Florida 32802-2873 (*Attorneys for Defendant, City of Orange City*); CACIOPPO & SON OF FLORIDA, INC., 1307 E. Normandy Boulevard, Deltona, Florida 32725; VITA FORMOSO and GIACINTO FORMOSO, 261 Eagle Estate Drive, Debarry, Florida 32713; FORMOSO FAMILY LIMITED PARTNERSHIP c/o FORMOSO CAPITAL MANAGMENT, 261 Eagle Estate Drive, Debarry, Florida 32713; CHASE MANHATTAN BANK, c/o CT Corporation System as Registered Agent, 1200 South Pine Island Road, Plantation, Florida 33324; THOMAS WARREN CREWS, 2401 Greenhedge Drive, Orange City, Florida 32763-8524; CONSTANCE J. GIBSON, 2350 Cady Way, Winter Park, Florida 32789; 4 JAYS-MANAGEMENT, INC., c/o Glen Jung as Registered Agent, 400 Enterprise-Osteen Boulevard, Osteen, Florida 32764; RUTH M. ABBOTT, 450 N. MacDonald Avenue, Apt. 152, DeLand, Florida 32724; CEMEX, INC., c/o CT Corporation System as Registered Agent, 1200 South Pine Island Road, Plantation, Florida 33324; GARY WAYNE EVERS, 244 W. University Avenue, Orange City, Florida 32763 and QUALITY PRECAST COMPANY, Post Office Box 11, Brandon, Florida 33509-0011 this 28 day of May, 2008.

DIANE M. MATOUSEK
As Clerk of the Circuit Court
Volusia County, Florida



(Seal)

By: /s/Nathan Peppel
As Deputy Clerk

Parcel Identification Numbers:

30-18-31-35-30-0030
30-18-31-35-30-0010
30-18-31-07-15-0130
30-18-31-07-15-0140
30-18-31-13-10-0290
30-18-31-34-34-0220
11-18-30-08-26-0019
11-18-30-08-26-0017
11-18-30-08-26-0015
34-18-30-25-21-0130
30-18-31-02-33-0230
23-18-30-04-24-0030

Ewald Enterprises, Inc.

12472 Lake Underhill Rd., Ste 312

Orlando, Florida 32828

Office (407) 275-6853

Fax (407) 275-8772

www.ewaldauctions.com



Lic. Real Estate Broker • AB2473/AU1340

GAL ACNR2331/AUNR2707

RADON GAS DISCLOSURE

RADON: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks 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 the county public health unit.

Buyer

Date

Buyer

Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Ewald Enterprises, Inc.

12472 Lake Underhill Rd., Ste 312
Orlando, Florida 32828
Office (407) 275-6853
Fax (407) 275-8772

www.ewaldauctions.com



Lic. Real Estate Broker • AB2473/AU1340

GAL ACNR2331/AUNR2707

AUCTION BACKUP BUYER REQUEST FORM

In the event that any of the properties do not close, please contact me immediately.

Bidder No. _____ Amount of Bid: _____

Property: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (____) _____ Other : (____) _____

Signature: _____

SAMPLE BANK LETTER OF GUARANTEE

(Bank Letterhead)

**Irrevocable Bank Letter of Guarantee
For Use with Personal or Corporate Checks**

(date)

Ewald Enterprises, Inc.
12472 Lake Underhill Road, Suite 312
Orlando, Florida 32828

Dear Sir/Madame:

This letter will serve as you notification the _____ *(bank name)* will
IRREVOCABLY HONOR AND GUARANTEE payment of any check(s) written by
_____ *(customer name)* up to the amount of _____ *(dollar amount of maximum bid*
_____ *(\$XX,XXX.XX)*. Said Guarantee is limited to checks drawn on account number _____ *(account*
_____ *number)*.

This Guarantee is for the purpose of our customer's purchasing real or personal property in
connection with the Ewald Enterprises' auction held at _____ *(auction location)* on _____ *(date*
of auction). No stop payment will be issued.

If further information is required, please feel free to contact this office.

Sincerely,

_____ *(bank officer, title)*

_____ *(telephone number where bank officer can be reached on date of auction for verification)*

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006,
By _____.

Notary Public:

Personally known _____ OR Produced Identification _____
Type of Identification Produced _____

Bid Rigging is a Felony

Agreements among buyers at auctions not to bid against each other for the purpose of purchasing goods at low and noncompetitive prices can be a criminal violation of federal antitrust laws and punishable by fines and imprisonment.

Section 1 of the Sherman Act (15 U.S.C. 1) prohibits bid rigging agreements among competitors if they affect or restrain interstate commerce. Upon conviction, violators are subject to a fine of up to \$250,000 and/or three years of imprisonment.

Corporations are subject to a fine of up to \$10 million.



Information provided as a service to members of the
National Auctioneers Association
8880 Ballentine
Overland Park, Kansas 66214
In cooperation with the
United States Department of Justice.