

INSTR 20040594319  
OR BK 07620 PG 0889 PGS=4  
MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
09/17/2004 12:50:12 PM  
REC FEE 35.50

This instrument prepared by  
and return to:

Lionel E. Rubio, Esquire  
Winderweeclle, Haines, Ward  
& Woodman, P.A  
P.O. Box 880  
Winter Park, Florida 32790-0880

**SECOND AMENDMENT TO  
MAINTENANCE AGREEMENT**

**THIS SECOND AMENDMENT TO MAINTENANCE AGREEMENT** (hereinafter "Second Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the **City of Winter Garden**, a Florida municipality (hereinafter referred to as the "City"), and **M/I Homes of Orlando, LLC**, a Florida limited liability company (the "Developer") and **STONE CREST MASTER ASSOCIATION**, a Florida non-profit corporation (the "Master Association").

**RECITALS**

**WHEREAS**, the City, M/I Schottenstein Homes, Inc., an Ohio corporation and Master Association entered into that certain Maintenance Agreement dated May 27, 2003 and recorded June 3, 2003 in Official Records Book 6934, Page 3899, Public Records of Orange County, Florida, as amended by that certain Amendment and Restatement to Maintenance Agreement dated August 6, 2003 and recorded October 9, 2003 in Official Records Book 7142, Page 208, Public Records of Orange County, Florida by and between the City, M/I Schottenstein Homes, Inc., an Ohio corporation, Developer and Master Association (hereinafter referred to as the "Agreement"); and

**WHEREAS**, M/I Homes of Orlando, LLC, a Florida limited liability company is now the current record owner of the property described in said Agreement; and

**WHEREAS**, the City, Developer and Master Association desire to amend the Agreement to release and discharge the property to be used as a fire station site as described on Exhibit "A" attached hereto from the lien and operation of said Agreement.

**NOW, THEREFORE**, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer, Master Association and the City agree as set forth herein.

1. The property described on Exhibit "A" attached hereto and by reference made a part hereof, is released and discharged from the lien and operation of said Agreement.
2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect. In witness whereof, the parties have executed this Second Amendment as of the day and year first above written.

IN WITNESS WHEREOF, the Developer and the City have executed this Second Amendment to the Maintenance Agreement as of the day and year first above written.

WITNESSES:

M/I HOMES OF ORLANDO, LLC, a Florida limited liability company

Mary K. Chidester  
Witness signature Mary K. Chidester  
Kimberly L. McCoy  
Witness signature Kimberly L. McCoy

By: [Signature]  
Name: Steven Schottenstein  
Title: Chief Operating Officer

"DEVELOPER"

Rachel Guzman  
Witness signature RACHEL GUZMAN  
Keith R. Waters  
Witness signature Keith R. Waters

STONE CREST MASTER ASSOCIATION, a Florida non-profit corporation

By: [Signature]  
Name: DANIA BENNETT  
Title: AREA 17 RESIDENT

"MASTER ASSOCIATION"

CITY OF WINTER GARDEN, a Florida municipal corporation

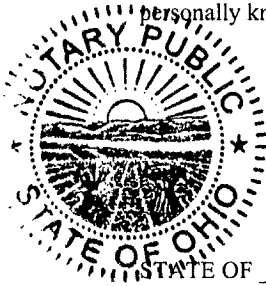
S Marshall Robertson  
Witness Signature  
G Marshall Robertson  
Witness Print Name  
S Marshall Robertson  
Witness Signature  
G Marshall Robertson  
Witness Print Name

By: [Signature]  
Jack Quesinberry, Mayor  
"CITY"

ATTEST:  
[Signature]  
Kathy Golden, City Clerk

STATE OF Ohio  
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2004, by Steven Schottenstein as Chief Operating Officer of M/I Homes of Orlando, LLC, a Florida limited liability company, on behalf of said limited liability company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



MARY K. CHIDESTER  
Notary Public, State of Ohio  
My Commission Expires  
Dec. 15, 2006

Mary K. Chidester  
Notary Public Signature (Seal)  
State of Florida at Large Ohio  
My Commission Expires: 12/15/06

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2004, by Dana Bennett as President of STONE CREST MASTER ASSOCIATION, a Florida non-profit corporation, on behalf of said corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

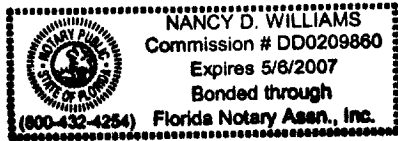


Keith R. Waters  
MY COMMISSION # DD064219 EXPIRES  
October 10, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]  
Notary Public Signature (Seal)  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August, 2004, by JACK QUESINBERRY, as Mayor of the City of Winter Garden and attested to by Kathy Golden, both on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.



NANCY D. WILLIAMS  
Commission # DD0209860  
Expires 5/8/2007  
Bonded through  
(800-432-4254) Florida Notary Assn., Inc.

Nancy D. Williams  
Notary Public Signature (Seal)  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

A portion of Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of REGENCY OAKS, as recorded in Plat Book 55, Pages 34 through 37, Public Records of Orange County, Florida; said point lying on the Easterly right-of-way line of Daniels Road, as described and recorded in Official Records Book 6427, Page 3969, Public Records of Orange County, Florida; said point also being a point on a non-tangent curve, concave Northwesterly, having a radius of 1310.00 feet and a central angle of 38°24'57"; thence on a chord bearing of South 07°55'29" West, run Southerly along the arc of said curve and along said Easterly right-of-way line, a distance of 878.33 feet for the POINT OF BEGINNING; thence departing said Easterly right-of-way line, run South 62°52'02" East, a distance of 134.00 feet to a point on a non-tangent curve, concave Easterly having a radius of 375.00 feet and a central angle of 33°13'48"; thence on a chord bearing of South 01°07'06" West, run a distance of 217.49 feet along the arc of said curve to a point; thence run South 71°14'55" West, a distance of 149.70 feet; thence run North 70°19'20" West, a distance of 162.19 feet to a point on the aforesaid Easterly right-of-way line of Daniels Road; thence run Northerly along the Easterly right-of-way line of Daniels Road the following two (2) courses and distances; run North 37°27'35" East, a distance of 87.83 feet to a point of curvature of a curve concave Northwesterly, having a radius of 1310.00 feet and a central angle of 10°19'37"; thence run Northeasterly, a distance of 236.11 feet along the arc of said curve to the Point of Beginning.