

**PROSPECTUS**  
**VILLAS OF SPANISH SPRINGS,**  
**A CONDOMINIUM**

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
  
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIAL.
  
3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

## SUMMARY

1. THE VILLAS OF SPANISH SPRINGS IS A CONDOMINIUM CREATED AND BEING SOLD IN FEE SIMPLE INTEREST.
2. THERE IS NO RECREATIONAL FACILITIES LEASE NOR CLUB MEMBERSHIP ASSOCIATED WITH THIS CONDOMINIUM, HOWEVER, UNIT OWNERS WITHIN THE CONDOMINIUM ARE REQUIRED TO PAY A MONTHLY FEE ("AMENITY FEE") TO THE DEVELOPER FOR THE RECREATIONAL AND OTHER FACILITIES PROVIDED BY THE DEVELOPER THROUGHOUT THE ENTIRE VILLAGES DEVELOPMENT. THE UNIT OWNER'S OBLIGATION TO PAY SUCH AMENITIES FEE IS A FEE FOR SERVICES AND IS NOT RELATED TO THE ACTUAL COST OR EXPENSE OF PROVIDING THOSE FACILITIES. THE AMENITY FEE ON JUNE 1, 2007 WAS \$130.00 PER MONTH. THE AMOUNT OF THE AMENITY FEE SHALL INCREASE EVERY THIRD ANNIVERSARY OF THIS DATE BY THREE PERCENT (3.0%) OF THE AMENITY FEE PREVIOUSLY APPLICABLE TO UNIT OWNERS IN THE VILLAS OF SPANISH SPRINGS. THE OWNERS OBLIGATION TO PAY THE AMENITY FEE IS SECURED BY A LIEN AGAINST EACH UNIT. THE UNIT OWNER'S FAILURE TO MAKE THESE AMENITY FEE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. THE SERVICES AND FACILITIES PROVIDED PURSUANT TO THE AMENITY FEE ARE NOT COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY AND UNIT OWNERS HAVE NO OWNERSHIP INTEREST IN THOSE FACILITIES. THE RECREATIONAL AND OTHER FACILITIES PROVIDED PURSUANT TO THE AMENITY FEE MAY BE EXPANDED OR ADDED WITHOUT THE CONSENT OF UNIT OWNERS OR THE ASSOCIATION, HOWEVER SUCH EXPANSION WILL NOT AFFECT THE AMOUNT OF THE AMENITIES FEE UNIT OWNER IS OBLIGATED TO PAY.
3. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.
4. THE CONDOMINIUM PROPERTY IS AGE RESTRICTED AND THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED PURSUANT TO SECTION 12.3.8 OF THE DECLARATION.

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Prospectus  
For  
Villas Of Spanish Springs, A Condominium**

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- 718.504(4)(a) The name of the project is the Villas of Spanish Springs, a condominium, and is located within that portion of The Villages within the Town of Lady Lake, Lake County, Florida (the "Project").
- 718.504(4)(b)1 Villas Of Spanish Springs contains 11 buildings and a total of 47 Units. The number of Units in each building, together with the number of bathrooms and bedrooms in each Unit, is listed in *Exhibit A*. The Villas of Spanish Springs is not a phased condominium.
- 718.504(4)(b)2 A copy of the plot plan and survey of the Villas of Spanish Springs is attached to the First Amended and Restated Declaration of Condominium ("Declaration") recorded in Official Record Book \_\_\_\_ beginning on Page \_\_\_\_ through Page \_\_\_\_, Public Records of Lake County, Florida. A copy of the First Amended and Restated Declaration is attached as *Exhibit B*, with the plot plan and survey attached to the First Amended and Restated Declaration as *Exhibit B* thereto.
- 718.504(4)(b)3 All improvements within the Villas of Spanish Springs have been completed.
- 718.504(4)(c) The maximum number of Units that will use the facilities in common with the other Unit Owners within the Villas of Spanish Springs is 47.
- 718.504(5)(a) **THE VILLAS OF SPANISH SPRINGS IS A CONDOMINIUM CREATED AND BEING SOLD IN FEE SIMPLE INTEREST.**
- 718.504(6) The only facilities that exist for common use by the Unit Owners in Villas of Spanish Springs will be the roadways, sidewalks, and landscaped and fenced areas. All such facilities have been completed and are currently available for use by the Unit Owners. No items of personal property are included within commonly used facilities. No other common facilities to be used only by the Owners of Villas of Spanish Springs will be provided.
- 718.504(7)(8)and (9) **THERE IS NO RECREATIONAL FACILITIES LEASE NOR CLUB MEMBERSHIP ASSOCIATED WITH THIS CONDOMINIUM, HOWEVER, UNIT OWNERS WITHIN THE CONDOMINIUM ARE REQUIRED TO PAY A MONTHLY FEE ("AMENITY FEE") TO THE DEVELOPER FOR THE RECREATIONAL AND OTHER FACILITIES PROVIDED BY THE DEVELOPER THROUGHOUT THE ENTIRE VILLAGES DEVELOPMENT. THE UNIT OWNER'S OBLIGATION TO PAY SUCH AMENITIES FEE IS A FEE FOR SERVICES AND IS NOT RELATED TO THE ACTUAL COST OR EXPENSE OF PROVIDING THOSE FACILITIES. THE AMENITY FEE ON JUNE 1, 2007 WAS \$130.00 PER MONTH. THE AMOUNT OF THE AMENITY FEE SHALL INCREASE EVERY THIRD ANNIVERSARY OF THIS DATE BY THREE PERCENT (3.0%) OF THE AMENITY FEE PREVIOUSLY APPLICABLE TO UNIT**

**OWNERS IN VILLAS OF SPANISH SPRINGS. THE OWNERS OBLIGATION TO PAY THE AMENITY FEE IS SECURED BY A LIEN AGAINST EACH UNIT. THE UNIT OWNER'S FAILURE TO MAKE THESE AMENITY FEE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. THE SERVICES AND FACILITIES PROVIDED PURSUANT TO THE AMENITY FEE ARE NOT COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY AND UNIT OWNERS HAVE NO OWNERSHIP INTEREST IN THOSE FACILITIES. THE RECREATIONAL AND OTHER FACILITIES PROVIDED PURSUANT TO THE AMENITY FEE MAY BE EXPANDED OR ADDED WITHOUT THE CONSENT OF UNIT OWNERS OR THE ASSOCIATION, HOWEVER SUCH EXPANSION WILL NOT AFFECT THE AMOUNT OF THE AMENITIES FEE UNIT OWNER IS OBLIGATED TO PAY.**

A LIST OF THOSE RECREATION AND OTHER FACILITIES PROVIDED PURSUANT TO THE PAYMENT OF THE AMENITY FEE, A GENERAL DESCRIPTION OF ITEMS AND PERSONAL PROPERTY PROVIDED PURSUANT TO THE PAYMENT OF THE AMENITY FEE, AND A DESCRIPTION OF OWNERSHIP, OPERATION, AND MAINTENANCE OF SUCH FACILITIES IS ATTACHED AS *EXHIBIT C*. ALL PROPERTY AND AMENITIES OUTSIDE OF THE PROJECT WHICH IS MADE AVAILABLE TO UNIT OWNERS SHALL BE OWNED, OPERATED AND MAINTAINED BY EITHER THE DEVELOPER OR A LOCAL COMMUNITY DEVELOPMENT DISTRICT. THE OWNER OF THE PROPERTY OR AMENITY OUTSIDE THE PROJECT WHICH IS AVAILABLE TO THE UNIT OWNER, SHALL, AT THE OWNER'S SOLE COST AND EXPENSE, PROVIDE FOR ALL MAINTENANCE.

The Amenities Fee and the Developer's lien rights are described in detail in Section 27 of the First Amended and Restated Declaration of Condominium.

718.504(10) The Developer may rent or lease Units from time to time, however, none of the Units sold by the Developer will be transferred subject to a lease.

718.504(11) There is no management contract for the management of the Condominium Property. At this time, the Developer will operate and provide for maintenance either directly or through its agents until the Unit Owners assume control of the Association. Presently the Developer has entered into several contracts for the maintenance of the Project upon the formation of Villas of Spanish Springs Condominium Owners Association. These maintenance contracts will be assigned from the Developer to the condominium owners association. These maintenance contracts are described as follows: (a) a contract for maintenance of the landscaping within the Project with Mike's Maintenance, the term of which runs from the 1<sup>st</sup> day

*of May, 2005 to the 30<sup>th</sup> day of April, 2008, the yearly cost of the landscape maintenance is Seventy-One Thousand Ninety-Three and 88/100 Dollars (\$71,093.88), and the monthly cost is Five Thousand Nine Hundred Twenty-Four and 49/100 Dollars (\$5,924.49); (b) a contract for pest prevention treatment for all units within the Project with Massey Services, Inc., the original term of which ran from the 4<sup>th</sup> day of October, 2000 to the 4<sup>th</sup> day of October, 2002, which has a clause that makes it renewable month to month after the original term, the annual cost of which is Six Thousand Eight Hundred Forty and 00/100 Dollars (\$6,840.00) and the monthly cost of which is Five Hundred Seventy and 00/100 Dollars (\$570.00); (c) contracts for subterranean termite soil full protection guarantees for all units within the Project with Massey Services, Inc., the original term of which ran from the 29<sup>th</sup> day of September, 2000 to the 29<sup>th</sup> day of September 2001, all of which have clauses that make them renewable each year for an annual fee of One Hundred Twenty and 00/100 Dollars (\$120.00) for a total yearly cost of Four Thousand Five Hundred Sixty and 00/100 Dollars (\$4,560.00) and a total monthly cost of Three Hundred Eighty and 00/100 Dollars (\$380.00); (d) a contract for Fire Detection and Alarm System Testing and Inspection for all units within the Project with Central Florida Fire & Sound, Inc., the original term of which runs from May 1, 2005 through April 30, 2008, the annual cost of which is One Thousand Three Hundred and 00/100 Dollars (\$1,300.00); and (e) a contract for Sprinkler Inspection for all Units within the Project with SimplexGrinnell, the original term runs from January 1, 2003 to January 1, 2006, at a total yearly cost of One Thousand and 00/100 Dollars (\$1,000.00) and has a clause that makes it renewable each year; and (f) a contract for backflow inspection with SimplexGrinnell, the original term of which ran from January 1, 2003 and ran for one year, and has a clause that makes it renewable for one year periods, at an annual cost of Eight Hundred Fifty and 00/100 Dollars (\$850.00) annually.*

718.504(12)

The Unit Owners other than the Developer shall be entitled to elect no less than 1/3 of the members of the Board of Administration of the Association upon conveyance by the Developer of fifteen percent (15%) of the units within the Project. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration of the Association upon the earliest of the following: (a) Three years after fifty percent (50%) of the Units that will be ultimately operated by the Association have been conveyed to purchasers; (b) three months after ninety percent (90%) of the Units that will be ultimately operated by the Association have been conveyed to purchasers; (c) when all the Units that will ultimately be operated by the Association have been completed, some of them have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units that have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; (e) seven (7) years after

recordation of the First Amended and Restated Declaration of Condominium, or in the case of an Association that may ultimately operate more than one condominium seven (7) years after the recordation of the Declaration of Condominium for the first condominium it operates or in the case of an Association operating a phase condominium seven (7) years after recordation of the Declaration of Condominium creating the initial phase whichever occurs first.

**THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.**

Transfer of control of the Association from the Developer is detailed above and Section 3.23 of the First Amended and Restated Bylaws for Villas of Spanish Springs Condominium Owners, Inc.

718.504(13) **THE CONDOMINIUM PROPERTY IS AGE RESTRICTED AND THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED PURSUANT TO SECTION 12.3.8 OF THE DECLARATION.**

718.504(14) The Villas of Spanish Springs is not a Phase Project.

718.504(15) The Villas of Spanish Springs is not part of the Multi-Condominium Development in which other condominiums may also be operated by the Association.

718.504(16) The Project is created by the conversion of existing improvements. Information concerning the condition of Condominium Property is attached as *Exhibit D*. There are no express warranties unless otherwise stated in writing. There are no implied warranties of fitness and merchantability except as set forth in Florida Statute 718.618(6).

718.504(17) A summary of the use restrictions imposed upon Unit Owners, together with the page and section of the First Amended and Restated Declaration where such restriction is found is as follows:

Page	Section	Restriction
24	12.3.1	No commercial or other non-residential activity permitted
24	12.3.2	Signs and lawn ornamentation restricted
24	12.3.3	Restriction on antennas and similar reception devices
24	12.3.4	Common Area landscaping restriction
25	12.3.5	Noise restrictions

25	12.3.6	Restrictions on pets
25	12.3.7	Restrictions on garbage storage and disposed.
26	12.3.8	All units must be occupied by at least one person 55 years of age or older. No person under 19 may be a permanent resident of a unit
27	12.3.9	Prohibition on clotheslines
27	12.3.10	Limitation on the erection of additional structures
27	12.3.11	Association's reservation of right to establish additional rules
28	12.3.12	Restrictions on vehicles within the Condominium
28	12.3.13	Restrictions on alterations to the appearance of the Condominium
28	12.3.14	Limitations on activities which will increase the necessary amount of insurance to be maintained
29	12.3.15	Restrictions on mailboxes

718.504(18) No additional land is provided by the Developer to the Unit Owners except pursuant to the Amenity Fee. See Section 718.504(7)(8) and (9) on page 5 above.

718.504(19) The following utilities provide service to the Condominium Property:

<b>Utility or Service Provider</b>	<b>Type of Service Provided</b>
TECO	Natural Gas
Progress Energy	Electric Service
Sprint Telephone	Telephone Service
Villages Center Service Area	Potable Water, Waste Water Treatment Services and Storm water Run-Off
Waste Management, Inc.	Garbage and Trash Collection

All utilities and services will be separately metered and be the sole responsibility of each individual unit owner, except for the following, which will be the responsibility of the Association and be considered a common

expense: electric for entry and exit gates, sign walls, irrigation systems, and street lights. Also, a common expense will be the water attributable to irrigation systems serving the common areas.

- 718.504(20) Each Unit Owner owns an undivided one forty-seventh (1/47) interest in all Common Elements. All Common Expenses will be born equally by all Unit Owners.
- 718.504(21) The estimated operating budget for the Condominium and the Association and a schedule of all Unit Owner's expenses are attached as *Exhibit E*.
- 718.504(22) A schedule of the estimated closing expenses to be paid by the Buyer is attached as *Exhibit F*.
- An Owner's Title Insurance Policy is available to the Buyer at the Buyer's expense.
- 718.504(23) The Developer is The Villages of Lake-Sumter, Inc. whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162. The Developer (formerly known as Orange Blossom Hills, Inc.) has been developing and constructing residential dwellings in Lake, Sumter and Marion County for over 25 years. Ms. Jennifer Parr, Vice President of Sales, is directing the creation and sale of the Condominium. Ms. Parr has over 15 years experience in the sales of residential properties within the State of Florida including the development and sale of Vista Lago Villas, another condominium project located in the community commonly known as "The Villages".
- 718.504(24) Please see page 4 for an index of the exhibits attached to this Prospectus.
- 718.504(25) Not Applicable
- 718.504(26) The following easements, which are not described in the Declaration, are located on the condominium property: (a) A five (5) foot wide Distribution Easement, recorded in O.R. Book 1816, Page 87, Public Records of Lake County, Florida, running along and adjacent to the road right-of-way and along the Northerly boundary of the property commonly known as Villas of Spanish Springs, benefitting Florida Power Corporation, and its successors and assigns, for installation, operation, and maintenance of underground power lines and appurtenant and necessary above ground facilities as may be necessary or desirable for providing electric energy service and communication service; (b) Grant of Easement, recorded in O.R. Book 1256, Page 1660, Lake County, Florida, for installation, operation, and maintenance of underground utility systems under the road right-of-ways benefitting Sunbelt Utilities, Inc., United Telephone of Florida--a Sprint Company, Florida Power Corporation, and Lake County Cable Vision, Inc., and their successors and assigns; (c) Grant of Easement recorded in O.R.

Book 2089, Page 77, Lake County, Florida, for ingress, egress, and encroachment of structures; and (d) Grant of Easement recorded in O.R. Book 2935, Page 1267, Lake County, Florida, for the construction, installation, and maintenance of driveways and parking areas.

718.504(27)

Not Applicable

718.504(28)

The project is owned by The Villages of Lake-Sumter, Inc. An opinion of title is attached to the Prospectus as *Exhibit G*.

**EXHIBIT "A"**  
**THE VILLAS OF SPANISH SPRINGS**

Bldg #	Unit #	# of Bedrooms	# of Bathrooms
1	1102	2	2
1	1104	3	2
1	1106	2	2
1	1108	2	2
1	1110	2	2
2	1112	2	2
2	1114	2	2
2	1116	3	3
2	1118	2	2
2	1120	2	2
2	1122	2	2
3	1124	2	2
3	1126	2	2
3	1128	2	2
4	1130	2	2
4	1132	2	2
4	1134	2	2
5	1136	2	2
5	1138	3	3
5	1140	2	2
5	1142	2	2
5	1144	2	2
6	1208	2	2
6	1206	3	3
6	1204	2	2
6	1202	2	2
7	1216	2	2
7	1214	2	2
7	1212	3	3
7	1210	2	2
8	1228	2	2
8	1226	2	2
8	1224	2	2
8	1222	3	3
8	1220	2	2
8	1218	2	2
9	1238	2	2
9	1236	2	2
9	1234	2	2
9	1232	3	3
9	1230	2	2
10	1235	2	2
10	1233	2	2
10	1231	2	2
11	1237	2	2
11	1239	2	2
11	1241	2	2



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**FIRST AMENDED AND RESTATED**

**DECLARATION OF CONDOMINIUM**

**OF**

**VILLAS OF SPANISH SPRINGS, A CONDOMINIUM**

**THE VILLAGES, FLORIDA**

**THIS FIRST AMENDED AND RESTATED DECLARATION** is hereby executed by The Villages of Lake-Sumter, Inc. hereinafter referred to as ("Developer") this 10th day of OCTOBER 2007.

**RECITALS**

1. On the 7<sup>th</sup> day of December, 2001, Developer recorded in Official Records Book 2038, Pages 1528-1640, Public Records of Lake County, Florida, the Declaration of Condominium of Villas of Spanish Springs, a Condominium, hereinafter referred to as the "Original Declaration", thereby forming the Villas of Spanish Springs condominiums, hereinafter referred to as the "Condominium".

2. On the 23<sup>rd</sup> day of January, 2002, Developer recorded in Official Records Book 2060, Page 1053, Public Records of Lake County, Florida, the Amendment to Declaration of Condominium of Villas of Spanish Springs, a Condominium, The Villages, Florida, thereby amending certain terms of the Original Declaration.

3. On the 6<sup>th</sup> day of August, 2002, Developer recorded in Official Records Book 2153, Pages 2312 - 2313, Public Records of Lake County, Florida, the Second Amendment to Declaration of Condominium of Villas of Spanish Springs, a Condominium, The Villages, Florida, thereby further amending certain terms of the Original Declaration.

This document is being re-recorded to include Exhibits C through F.

4. At this time, Developer wishes to amend and restate the Original Declaration in accordance with the provisions of Florida Statute 718.110.

**NOW, THEREFORE,** Developer hereby further amends and restates the Original Declaration as follows:

**THE VILLAGES OF LAKE-SUMTER, INC.,** herein called "Developer", on behalf of itself and its successors, grantees, and assigns, hereby makes this First Amended and Restated Declaration of Condominium, hereinafter referred to as the "Declaration":

1. **SUBMISSION TO CONDOMINIUM** -- The property located in Lake County, Florida, and described in attached *Exhibit "A"* together with all improvements located thereon, are hereby submitted to the condominium form of ownership pursuant to Chapter 718 Florida Statutes hereinafter referred to as the "Condominium Act". A survey of said lands located in Lake County, Florida and described in *Exhibit "A"* is attached as *Exhibit "B"*.

2. **NAME -- PLAN OF DEVELOPMENT** -- Developer has constructed a total of 47 single family residential units and associated improvements designated "Villas of Spanish Springs, a Condominium."

3. **NAME--ASSOCIATION** -- The name of the condominium association is "Villas of Spanish Springs Condominium Owners Association, Inc." This Association is incorporated as a not for profit Florida corporation.

4. **DEFINITIONS** -- The terms used herein will have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires:

4.1. **“Amenities Fees”** -- A monthly fee or charge payable by Unit Owner to the Developer or its designee for the benefit and use of the recreational facilities and other amenities of The Villages not constituting part of the Condominium Property.

4.2. **“Assessment”** -- The share of the funds required for the payment of Common Expenses that is assessed against a Unit from time to time.

4.3. **“Association”** -- The Villas of Spanish Springs Condominium Owner’s Association, Inc., the not-for-profit corporation responsible for the operation of the Condominium. The Articles of Incorporation of the Association are attached as *Exhibit “C”* and the Bylaws of the Association are attached as *Exhibit “D”*.

4.4. **“Association Property”**-- All real or personal property owned or leased by the Association.

4.5. **“Board of Directors”** or **“Directors”** or **“Board”** -- The board of directors responsible for the administration of the Association.

4.6. **“Charge”** or **“Special Charge”**-- The obligation of a Unit Owner to pay or reimburse money to the Association that cannot be secured as an assessment pursuant to F.S. 718.116, but which will, if the charge is not paid, give rise to a cause of action against the Unit Owner pursuant to this Declaration.

4.7. **“Common Elements”** -- The portions of the property submitted to condominium ownership and maintenance which is not included in the Units, including:

4.7.1. Land,

4.7.2. All parts of improvements that are not included within the units,

4.7.3. Easements,

4.7.4. Installations for the furnishing of services to more than one Unit or to the Common Elements, such as electricity, water, and sewer.

4.8. **“Common Expenses”** -- All expenses and assessments properly incurred by the Association for the Condominium and such expenses as may be declared to be Common Expenses by this Declaration.

4.9. **“Common Surplus”** -- The excess of all receipts of the Association above the Common Expenses.

4.10. **“Condominium Documents”** -- This Declaration and the attached exhibits setting forth the nature of the property rights in the Condominium and the covenants running with the land that govern these rights. All the other Condominium documents will be subject to the provisions of the Declaration. The order of priority of the documents will be as follows: (1) Declaration of Condominium; (2) Association Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.

4.11. **“Condominium Parcel”** -- A Unit together with all rights of use of Limited Common Elements reserved for or abutting said Unit and the undivided share in the Common Elements that is appurtenant to the Unit.

4.12. **“Condominium Property”** -- The real and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous; all improvements thereon; and all easements and rights appurtenant thereto.

4.13. **“Developer”** -- The Villages of Lake-Sumter, Inc., the company that has established this Condominium, and the successors and assigns of the company's development rights.

4.14. **“Exhibits”**:

- A. Description of Condominium.
- B. Survey and Plot Plans of Condominium.
- C. Articles of Incorporation for Condominium Association.
- D. Bylaws for Condominium Association.
- E. Rules and Regulations.
- F. Description of Facilities available pursuant to the payment of the

Amenity Fee.

4.15. **“Family”** -- One natural person or a group of two or more natural persons, each of whom is related by blood, marriage, or adoption (exclusive of household servants); or not more than two adult persons not so related, and the children of either or both of them, who reside together as a single not-for-profit housekeeping unit.

4.16. **“Guest”** -- Any person who is physically present in or occupies a Unit on a temporary basis at the invitation of the Unit Owner without the payment of consideration.

4.17. **“Institutional First Mortgagee”** -- The mortgagee or its assignee of a first mortgage on a condominium parcel. The mortgagee may be a bank, a savings and loan association, a mortgage banker, a life insurance company, a real estate or mortgage investment trust, a pension or profit sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or the developer. The term also refers to any holder of a first mortgage against a condominium parcel which mortgage is guaranteed or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or any other public or private corporation engaged in

the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

4.18. **“Lease”** -- The grant by a Unit Owner of a temporary right of use of the owner's Unit for a valuable consideration.

4.19. **“Limited Common Elements”** -- Those portions of the Common Elements that to the exclusion of the other Units are reserved for the use of certain Unit or Units or abut and serve only one Unit.

4.20. **“Occupy”** -- The act of being physically present in a Unit on two or more consecutive days, including staying overnight. An occupant is one who occupies a Unit.

4.21. **“Operation”** -- The administration and management of the Condominium Property.

4.22. **“Person”** -- An individual, corporation, trust, or other legal entity capable of holding title to real property.

4.23. **“Singular, Plural, Gender”** -- Whenever the context permits, use of the plural includes the singular, use of the singular includes the plural, and use of any gender includes all genders.

4.24. **“Unit”** -- A part of the Condominium Property that is subject to exclusive ownership as described in this declaration.

4.25. **“Unit Number”** -- The letter, number, or combination thereof that is designated on the Condominium Plot Plan attached hereto as *Exhibit “B”* and used as the identification of the Unit.

4.26. **“Unit Owner”** -- The owner of record legal title of a Condominium Parcel.

4.27. **“Voting Interest”** -- The voting rights distributed to the Association members pursuant to *F.S. 718.104(4)(i)* and Paragraph 5.3.3 of this Declaration.

5. **CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES** -- Each Unit and its appurtenances constitute a separate parcel of real property that may be owned in fee simple. The Unit may be conveyed, transferred, and encumbered like any other parcel of real property, independently of all other parts of the Condominium Property, subject only to the provisions of the condominium documents and applicable laws.

5.1. **BOUNDARIES** -- Each Unit will have boundaries as defined below. The boundaries may exist now or may be created by construction, settlement, or movement of the buildings; or by permissible repairs, reconstruction, or alterations.

5.1.1. **HORIZONTAL BOUNDARIES** -- The upper and lower boundaries of the Units will be:

5.1.1.1. **UPPER BOUNDARY** -- The plane of the underside of the finished and undecorated ceiling of the top floor of the Unit, extended to meet the perimeter boundaries.

5.1.1.2. **LOWER BOUNDARY** -- The plane of the upperside of the finished and undecorated surface of the floor of the bottom floor of the Unit, extended to meet the perimeter boundaries.

5.1.2. **PERIMETER BOUNDARIES** -- The perimeter boundaries will be both the finished and undecorated interior surfaces of the perimeter walls of the Unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the Unit's windows, doors,

garages doors, and other openings that abut the exterior of the building or Common Elements, including Limited Common Elements.

5.2. **EXCLUSIVE USE** -- Each Unit Owner will have the exclusive use of such owner's Unit.

5.3. **OWNERSHIP** -- The ownership of each Unit will carry with it, as appropriate, and whether or not separately described, all of the rights, title, and interest of a Unit owner in the Condominium Property which will include, but not be limited to:

5.3.1. **COMMON ELEMENT, COMMON SURPLUS, AND LIABILITY FOR COMMON EXPENSES** -- An undivided one forty-seventh (1/47) share of ownership of the Common Elements, Common Surplus and liability for common expenses.

5.3.2. **LIMITED COMMON ELEMENTS** -- Those Common Elements abutting a single Unit or reserved for the exclusive use of a designated Unit. Such elements include driveways, patios, balconies, mechanical rooms serving only one Unit, and all items set forth in Section 6 that are exterior to a Unit and are expressly required to be maintained by the Unit Owner.

5.3.3. **ASSOCIATION MEMBERSHIP** -- Membership in the Association and voting rights.

5.3.3.1 **MEMBERSHIP IN THE ASSOCIATION** -- Membership in the Association is automatic with Unit Ownership and is non-divisible and non-severable from Unit Ownership.

5.3.3.2. **VOTING RIGHTS** -- Each Unit shall be represented by one non-divisible vote in all matters upon which Association members vote pursuant to the Declaration, the Association Bylaws, or the Association Articles of Incorporation.



5.4. **EASEMENTS** -- The following easements are created by and granted, as designated, from the Developer to: Unit Owners; the Association and its employees, agents, and hired contractors; utility companies; Unit Owners' families in residence, guests, and invitees; and governmental and emergency services.

5.4.1. **EASEMENT FOR AIR SPACE** -- An exclusive easement for use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time. The easement will be terminated automatically in any air space that is vacated from time to time.

5.4.2. **INGRESS AND EGRESS** -- Nonexclusive easements through the Common Elements for ingress and egress to Units and public rights-of-way.

5.4.3. **MAINTENANCE, REPAIR, OR REPLACEMENT** -- Easements through the Units and Limited Common Elements, and Common Elements for maintenance, repair, and replacement.

5.4.4. **UTILITIES** -- Nonexclusive easements through the Common Elements and Units for conduits, ducts, plumbing, and wiring, and other facilities for the furnishing of services and utilities to other Units, Limited Common Elements, Common Elements, and other utility customers, both existing and future.

5.4.5. **PUBLIC SERVICES** -- access to both the Condominium Property and the Units for lawfully performed emergency, regulatory, law enforcement, and other public services.

**6. MAINTENANCE; LIMITATIONS ON ALTERATIONS AND IMPROVEMENTS** -- The responsibility for protection, maintenance, repair, and replacement of the Condominium Property, and restrictions on its alteration and improvement, shall be as follows:

**6.1. ASSOCIATION MAINTENANCE** -- The Association is responsible for the protection, maintenance, repair, and replacement of all Common Elements, Condominium Property, and Limited Common Elements that are not required herein to be maintained by the Unit Owner, and all areas and lands situated between Condominium Property and the curbs of adjacent rights-of-way. The cost of said protection, maintenance, repair, and replacement of all Common Elements and Association Property is a common expense. The Associations' responsibilities include, without limitation:

6.1.1. Electrical wiring up to the circuit breaker panel in each unit.

6.1.2. Water pipes, up to the individual Unit cut-off valve within the unit.

6.1.3. Cable television lines up to the wall outlets in the units.

6.1.4. Gas lines up to the individual Unit meter.

6.1.5. Sewer lines, up to the point where they enter the unit.

6.1.6. All installations, fixtures, and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.

6.1.7. All exterior building walls, and gate and walls forming patios, including painting, waterproofing, and caulking.

6.1.8. Fire monitoring and sprinkler systems.

6.1.9. All exterior lighting, light bulbs, and light fixtures.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing, or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be repaired promptly by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the Common Elements made by a Unit owner or his or her predecessor in title or for damage to paint, wallpaper, paneling, flooring, or carpet which, of necessity, must be cut or removed to gain access to work areas located behind it.

**6.2. UNIT OWNER MAINTENANCE** -- Each Unit Owner is responsible, at the owner's expense, for all maintenance, repairs, and replacements of the owner's Unit and certain Limited Common Elements. The owner's responsibilities include, without limitation:

6.2.1. Maintenance, repair, and replacement of screens, windows, and window glass.

6.2.2. The main entrance door to the Unit, including its structure, interior and exterior surfaces.

6.2.3. The garage door to the Unit and its interior surface.

6.2.4. All other doors within or affording access to the Unit.

6.2.5. The electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the Unit or Limited Common Element.

6.2.6. The circuit breaker panel and all electrical wiring going into the Unit from the panel.

6.2.7. Appliances, water heaters, smoke alarms, and vent fans.

6.2.8. All air conditioning and heating equipment, thermostats, ducts, and installations serving the Unit exclusively.

6.2.9. Carpeting and other floor coverings.

6.2.10. Door and window hardware and locks.

6.2.11. Shower pans.

6.2.12. The main water supply shut-off valve for the Unit.

6.2.13. Other facilities or fixtures that are located or contained entirely within the Unit or Limited Common Element and serve only that Unit.

### 6.3. **ADDITIONAL UNIT OWNER RESPONSIBILITIES**

6.3.1. **BALCONIES, PATIOS, AND PORCHES** -- Where a Limited Common Element consists of a balcony, patio, or porch area, the Unit Owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor, and ceiling bounding said area; all landscaping contained within said area, if any; all fixed glass and sliding glass doors in portions of the entranceway to said area, if any; and the wiring, electrical outlet(s), and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair, and replacement of all exterior walls of the building; all

walls, ceilings, and floors bounding all Limited Common Elements; and the concrete slabs with all costs to the Association being Common Expenses. Other than the United States Flag, respectfully displayed, the Unit Owner shall not hang, attach, place upon, or suspend anything from any walls which are the maintenance responsibility of the Association. The maintenance, repair, replacement, and insurance of such approved carpeting, covering, or enclosure shall be the responsibility of the Unit Owner.

6.3.2. **INTERIOR DECORATING** -- Each Unit Owner is responsible for all decorating within the owner's Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

6.3.3. **FLOORING** -- The structural integrity of balconies and terraces constructed of steel reinforced concrete is affected adversely by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet, river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on balconies and terraces, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the balconies or terraces of a Unit shall be installed so as to ensure proper drainage.

6.3.4. **WINDOW COVERINGS** -- The covering and appearance of the windows and doors, whether by draperies, shades, reflective film, or other items, which are visible from the exterior of the Unit, whether installed within or outside of the Unit, shall be subject to the rules and regulations of the Association.

**6.3.5. MODIFICATIONS AND ALTERATIONS OR NEGLECT --** If

a Unit Owner makes any modifications, installations, or additions to the Unit, Limited Common Elements, or the Common Elements or neglects to maintain, repair, and replace as required by this section 6, the Unit Owner, and the owner's successors in title, shall be financially responsible for:

6.3.5.1. Insurance, maintenance, repair, and replacement of the modifications, installations, or additions;

6.3.5.2. The costs of repairing any damage to the Limited Common Elements, Common Elements or other Units resulting from the existence of such modifications, installations, or additions; and

6.3.5.3. The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property for which the Association is responsible.

**6.3.6. USE OF LICENSED AND INSURED CONTRACTORS --**

Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition, or improvement of any portion of the Unit, Limited Common Elements, or Common Elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that Unit Owner's contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

**6.4. APPLIANCE MAINTENANCE CONTRACTS --** If there shall become available to the Association a program of contract maintenance for water heaters serving individual Units, and/or air conditioning compressors and related equipment and fixtures serving individual

Units, which the Association determines is to the benefit of the owners to consider, then on agreement by a majority of the voting interests of the Association, in person or by proxy, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be Common Expenses. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the Unit Owner or the Association as dictated herein.

6.5. **PEST CONTROL** -- The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An owner has the option to decline such service unless the Association determines that service is necessary for the protection of the balance of the Condominium, in which event, the owner thereof either must permit the Association's pest control company to enter the Unit or must employ a licensed pest control company to enter the owner's Unit on a regular basis to perform pest control services, and must furnish written evidence thereof to the Association. The cost of pest control provided by the Association is a common expense, so the election of an owner not to use the service will not reduce the owner's assessments.

6.6. **EXTERIOR GLASS AND LIGHTS** -- Light bulbs in fixtures on balconies and terraces facing or visible from the other Units, Limited Common Elements, or Common Elements must be yellow "bug light" bulbs not to exceed 60 watts.

6.7. **OWNER ALTERATION OF COMMON ELEMENTS RESTRICTED** -- No Unit Owner may make any alterations, add to, or remove any part of the portions of the improvements that are to be maintained by the Association without the prior written approval of the Board of Directors and the Developer. The Board and the Developer have the authority to approve,

disapprove, or require modifications to the proposed work. In addition, the owner must obtain all necessary approvals and permits from applicable government entities. The Association or the Developer may require approval from engineers or other professionals as a prerequisite. The entire expense must be borne by the Unit Owner, including any subsequent maintenance and restoration. No Unit Owner will do any work that would jeopardize the safety or soundness of the building or impair any easements. Such Board-and Developer-approved work is declared not to constitute material alterations or substantial additions to the Common Elements.

## **7. COMMON ELEMENTS**

7.1. **SHARE OF** -- The Common Elements will be owned by the Unit Owners with each Unit Owner owning one forty-seventh (1/47) interest. Such undivided shares are stated as fractions and are based equally on the number of Units in the Condominium.

7.2. **USE** -- Each Unit Owner and the Association will be entitled to use the Common Elements in accordance with the purposes for which the elements are intended; however, no such use may hinder or encroach upon the lawful rights of other Unit Owners.

7.3. **MATERIAL ALTERATIONS AND ADDITIONS** -- Except for changes made by a Unit Owner with Association and Developer approval as provided in Paragraph 6.7. above, material alteration of or substantial additions to the Common Elements or to Association Property, including the purchase, acquisition, sale, conveyance, or mortgaging of such property, may be effectuated only by vote of 67% of the voting interests of the Association at a meeting called for that purpose. The Board of Directors, without any vote of the membership, is authorized to lease or grant easements or licenses for the use of the Common Elements or Association Property to Unit Owners or other persons if, in the judgment of the Board, the use will benefit the members of the



Association, even when the lease, easement, or license would result in a material alteration or substantial addition to the Common Elements or Association Property. The Association may charge for the use.

8. **FISCAL MANAGEMENT** -- The fiscal management of the Condominium, including budget, fiscal year, charges, assessments, and collection of assessments, shall be as set forth herein and in the Bylaws.

9. **ADMINISTRATION** -- The administration of the Condominium shall be by the Board of Directors and its powers and duties shall be as set forth herein and in the Articles of Incorporation and the Bylaws.

10. **INSURANCE** -- In order to adequately protect the Unit Owners, the Association, and all parts of the Condominium Property and Association Property that are required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1. **DUTY AND AUTHORITY TO OBTAIN** -- The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. In all insurance purchased by the Association, the name of the insured shall be the Association and the Unit Owners and their mortgagees (without naming them), as their interests shall appear, and the policy shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages.

10.2. **BASIC INSURANCE** -- The Board of Directors will procure insurance covering the building and improvements as well as all insurable Association Property, in an amount determined annually by the Board. Pursuant to *F.S. 718.111(11)(b)*, the word "building" does not

include floor coverings, wall coverings, or ceiling coverings, nor electrical fixtures, appliances, air conditioning or heating components, water heaters, built-in cabinets, counter tops, or window treatments located within a Unit or Limited Common Element. Such insurance shall afford the following protection:

10.2.1. **PROPERTY** -- The policy must include extended coverage (including windstorm), and replacement cost coverage for loss or damage by fire, vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

10.2.2. **FLOOD** -- The policy must include up to the replacement cost for each building and insurable improvements, as available.

10.2.3. **LIABILITY** -- The policy must include premises and operations liability endorsements for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

10.2.4. **WORKER'S COMPENSATION** -- The Association shall maintain workers' compensation insurance to meet the requirements of law.

10.2.5. **FIDELITY BONDING** -- The Association shall obtain and maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

10.2.6. **DIRECTORS AND OFFICERS LIABILITY INSURANCE** -- The Association shall obtain and maintain adequate Directors and officers liability insurance using the broad form of policy coverage for all Directors and officers and, if available, for committee members of the Association.

10.2.7. **OPTIONAL COVERAGE** -- The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interests of the Association and Unit Owners.

10.3. **DESCRIPTION OF COVERAGE** -- A detailed summary of the coverage included in the master policies shall be available for inspection by Unit Owners on request.

10.4. **WAIVER OF SUBROGATION** -- The Board of Directors shall endeavor to obtain, if available and where applicable, insurance policies which provide that the insurer waives its rights to subrogation as to any claim against Unit Owners, the Association, or their respective servants, agents, or guests.

10.5. **SHARES OF INSURANCE PROCEEDS** -- All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:

10.5.1. **COMMON ELEMENTS** -- Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit Owner being the same as Owner's share in the Common Elements.

10.5.2. **UNITS** -- Proceeds on account of damage to Units shall be held in as many undivided shares as there are damaged Units, the share of each owner being in proportion to the cost of restoring the damage suffered by each such unit.

10.5.3. **MORTGAGEES** -- If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests may appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages that it may hold against Units except to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged improvements, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty. The Association shall pay all policy deductible amounts on Association policies.

10.6. **DISTRIBUTION OF INSURANCE PROCEEDS** -- Proceeds of insurance policies received by the Association shall be distributed for the benefit of the Unit Owners in the following manner:

10.6.1. **COST OF RECONSTRUCTION OR REPAIR** -- If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall first be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be retained by the Association.

10.6.2. **FAILURE TO RECONSTRUCT OR REPAIR** -- If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds after expenses shall be distributed to the beneficial owners. The remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

10.7. **ASSOCIATION AS AGENT** -- The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

11. **RECONSTRUCTION OR REPAIR AFTER CASUALTY** -- If any part of the Condominium Property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as described herein:

11.1. **DAMAGE TO UNITS** -- Where loss or damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers, and personnel for work done, materials supplied, or services required for reconstruction or repair. Payments shall be in such amounts and at such times as the Unit Owners may direct. The owners of damaged Units shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

11.2. **DAMAGE TO COMMON ELEMENTS** -- Less Than "Very Substantial" -- Where loss or damage occurs to the Common Elements, but the loss is less than "very substantial," as hereinafter defined, it shall be mandatory for the Association to repair, restore, or rebuild the damage caused by the loss, and the following procedures shall apply:

11.2.1. **ESTIMATES** -- The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

11.2.2. **INSURANCE INSUFFICIENT** -- If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the

Common Elements, the Association shall promptly, on determination of the deficiency, levy a special assessment against all Unit Owners. Such special assessments need not be approved by the Unit Owners. The special assessments shall be added to the proceeds available for reconstruction and repair of the property.

11.2.3. **VERY SUBSTANTIAL DAMAGE** -- As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three fourths (3/4's) or more of the total Units are rendered uninhabitable. Should such "very substantial" damage occur, then:

11.2.3.1. **OWNERS' MEETING** -- A meeting of the Association shall be called by the Board of Directors to be held within a reasonable time after the casualty. A determination by the Board of Directors as to what is a reasonable time shall be conclusive. The purpose of the meeting shall be to determine the wishes of the membership with reference to reconstruction or termination of the Condominium, subject to the following:

11.2.3.1.1. **INSURANCE SUFFICIENT** -- If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no special assessment is required, the Condominium Property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Units, in which case the Condominium shall be terminated pursuant to Paragraph 16.2.

11.2.3.1.2. **INSURANCE INSUFFICIENT** -- If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless at least 67% of the voting interests of the Association vote in favor of such special assessment and against termination of the

Condominium, it shall be terminated pursuant to Paragraph 16.2. If 67% of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the property.

11.2.4. **DISPUTES** -- If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding on all Unit Owners.

11.3. **APPLICATION OF INSURANCE PROCEEDS** -- It shall be presumed that the first monies disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the Common Elements and Association Property and then to the Units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association. However, if special assessments were made pursuant to Paragraph 11.2.3.1.2. hereof, then all or a part of the remaining money shall be returned to the Unit Owners paying said assessments pro rata, according to the amount each paid, up to the full amount each paid, and then to the Association.

11.4. **EQUITABLE RELIEF** -- In the event of substantial damage to the Condominium Property, and if the property is not reconstructed or repaired within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is

determined by the Board of Directors to be reasonable and the work proceeds without intentional and unwarranted delay to completion.

11.5. **PLANS AND SPECIFICATIONS** -- Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of 67% of the voting interests of the Association.

12. **USE RESTRICTIONS** -- The use of the property of the Condominium shall be in accordance with the rules and regulations attached hereto and incorporated herein as *Exhibit "E"* and the following provisions:

12.1. **LAWFUL USE** -- All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies that require maintenance, modification, or repair on Condominium Property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration.

12.2. **RULES AND REGULATIONS** -- The rules and regulations attached hereto as *Exhibit "E"* and made a part hereof by reference concerning the use of the Condominium Property including the Units may be amended from time to time by the Board of Directors. Copies of the regulations and amendments shall be furnished by the Association to all Unit Owners. No new or amended regulation may be enforced prior to distribution to the owners. Changes in the rules and regulations must be recorded in the public records.



### 12.3. USE AND OCCUPANCY OF THE UNITS AND RESTRICTIONS

**UPON THE COMMON ELEMENTS** -- All Units within the Condominium shall be used for residential purposes only and shall be subject to the following Specific Use restrictions.

12.3.1. The Condominium Property is intended for residential use only, no commercial, professional or similar non-residential activity requiring either maintaining an inventory or customer/client visits may be conducted in a Unit upon the Condominium Property. The Association reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Condominium Property.

12.3.2. A sign showing the Unit Owner's name will be permitted in accordance with specifications to be set forth by the Association. No other signs or advertisements will be permitted on or about the Units, Limited Common Elements, or Common Elements without the express written consent of the Association. Lawn ornaments are prohibited.

12.3.3. Aerials, satellite reception dishes, and antennas of any kind are prohibited to the extent allowed by law.

12.3.4. No fence, barrier, wall or structure of any kind or nature shall be placed on the Condominium Property without prior written approval of the Association. Permission must be secured from the Association prior to the planting or removal of any trees or other shrubs which may affect the rights of adjacent Unit Owners. No tree with a trunk four (4) inches or more in diameter shall be removed or effectively removed through excessive injury without first obtaining permission from the Association.

12.3.5. Each Unit Owner shall use his Unit in such a manner as to

allow his neighbors to enjoy the use of their property. Radios, record players, television, voices and other sounds are to be kept on a moderate level from 10:00 PM to one (1) hour before daylight.

12.3.6. Birds, fish, dogs and cats shall be permitted, with a maximum of two (2) pets per Unit. Each Owner shall be personally responsible for any damage caused to the Common Element by any such pet and shall be responsible to immediately remove and dispose of any excrement of such pet and shall be responsible to keep such pet on a leash. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Unit, Limited Common Element, or Common Elements.

12.3.7. Disposal of garbage and trash will be only by use of receptacles approved by the Association. Specifically, all garbage will be contained in plastic bags prescribed by Association and kept within the Unit Owner's garage until placed curbside no earlier than the day before scheduled pick-up. In the alternative, the Association shall have the right to require that garbage be placed in a dumpster and not placed curbside. In either event, all garbage must be contained in fully closed and sealed plastic bags prescribed by the Association. Garbage and trash collection service shall be provided by Developer or a carrier selected by the Developer, and charges paid separately by each Owner. Owner agrees that garbage and trash service shall commence on the closing date the Owner purchases Owner's Unit. Owner acknowledges that garbage and trash services are provided, and the fee for such service is payable, on a year-round basis regardless of use or occupancy.

12.3.8. The Condominium Property is an adult community designed to provide housing for persons 55 years of age or older. All Units that are occupied must be occupied by at least one person who is at least fifty-five (55) years of age. No person under nineteen

(19) years of age may be a permanent resident of a home, except that persons below the age of nineteen (19) years may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year period. The Association in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of nineteen (19) and fifty-five (55) to permanently reside in a home even though there is not a permanent resident in the home who is fifty-five (55) years of age or over, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the Units in the Condominium Property having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the Units shall at all times have at least one resident fifty-five (55) years of age or older. The Association shall establish rules, regulations, policies, and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Association or its designee shall have the sole and absolute authority to deny occupancy of a home by any person(s) who would thereby create a violation of the aforesaid percentages of adult occupancy. Permanent occupancy or residency may be further defined in the Rules and Regulations of the Condominium Property as may be promulgated by the Association or its designee from time to time. All residents shall certify from time to time as requested by the Developer, the names and dates of birth of all occupants of a home.

12.3.9. The hanging of clothes or clotheslines or poles is prohibited.

12.3.10. No outbuilding, tent, shack, garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily only for construction purposes. Notwithstanding the restrictions contained herein, certain Unit Owners may construct a screened enclosure in the courtyard Limited Common Element attached to and utilized exclusively

by the Unit if such screen enclosure is constructed at Unit Owner's sole cost and expense and meets the following specifications: Units 1104, 1116, 1138, 1206, 1212, 1222, and 1232 may have a screened enclosure which measures 24 feet, 8 inches by 8 feet with screen walls, located under the existing roof in the courtyard. The Unit Owners shall also be solely responsible for all costs and expenses associated with the maintenance repair, replacement, and disposal of the screens and the screened enclosure. If the Unit Owner does not properly maintain, repair, replace, or dispose of the screens or screen enclosure then the Association may undertake such maintenance, repair, disposal, or replacement and charge the Unit Owner with the cost thereof. Unit Owner shall be responsible for all costs and expenses to the Association resulting from the construction or maintenance of the screened enclosure. All maintenance responsibilities detailed in Section 6 of this Declaration shall apply to those Units which have a screen enclosure in the courtyard as well as those Units which do not have a screen enclosure in the courtyard and no screen enclosure shall interfere with the performance of such maintenance responsibilities.

12.3.11. The Association reserves the right to establish such other reasonable rules and regulations covering the utilization of the Units by the Owner(s) in order to maintain the aesthetic qualities of the Condominium, all of which apply equally to all of the parties in the Condominium and the rules and regulations shall take affect within five (5) days from the sending of a notice to an Owner(s).

12.3.12. Passenger vehicles, mini-trucks, vans, and motorcycles (used for personal transportation and not commercially) that do not exceed 3/4 ton may be parked in the areas provided for that purpose with each parking area servicing exclusively the Unit which it abuts. Commercial vehicles, trucks, campers, motor homes, trailers, boats, and boat trailers are prohibited.

Vehicle maintenance is not permitted on the Condominium Property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on Condominium Property. The Developer is exempt from this regulation for vehicles engaged in any activity relating to construction, maintenance, or marketing of units, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium.

12.3.13. To maintain harmony of exterior appearance, no one will make any changes to, place anything on, affix anything to, or exhibit anything, except for a United States Flag respectfully displayed, from any part of the Condominium Property that is visible from the exterior of a building, Limited Common Elements, or Common Elements without the prior written consent of the Directors. All curtains, shades, drapes, and blinds will be white or off-white in color or lined with material of these colors. Balcony tile and floor covering colors must be approved by the Board of Directors.

12.3.14. Nothing will be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the Directors. No Owner will permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.

12.3.15. Individual mailboxes may not be located upon a Unit. All mailboxes for the Units are located together approximately one hundred feet from the Condominium Property in the adjacent public right of way. These mailboxes are provided by the U.S. Postal Service at no cost to Owner, however, those boxes shall be housed by Developer at a one time lifetime charge to Owner of \$190.00 per box. If title to a Unit is transferred, a new charge shall be

made to the new Owner. The mailbox fee may be increased in the same percentages and manner as increases in Amenities Fee.

12.4. **ACCESS TO UNITS** -- The Association has an irrevocable right of access to the Units during reasonable hours when necessary for the purpose of maintenance, repair, and replacement of the Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or for making emergency repairs that are necessary to prevent damage to the Common Elements or to another Unit or Units. The owner of a Unit has a right of access to any adjoining Unit as and if it is reasonably necessary in order to maintain, repair, or replace parts of the owner's Unit. The right of access to a Unit shall be exercised after reasonable notice to the Unit Owner, unless such notice is not possible or practical under the circumstances, and with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, with reasonable precautions to protect the personal property within the Unit. The Association requires and shall retain a passkey to all units. No Unit Owner shall install or alter any lock that prevents access while the Unit is unoccupied without providing the Association with a key.

12.5. **PARKING** -- Each Unit shall always have the exclusive use of the parking spaces within the garages, together with the adjoining paved driveway area.

12.6. **PARKING SPACES - EXCLUSIVE USE** -- The exclusive right to use a Limited Common Element is an appurtenance to the Unit said Limited Common Element abuts or to which it is designated or reserved. If, after all of the Units have been sold, the exclusive use of any assignable Limited Common Element was not, for any reason, assigned to the use of a specific Unit or Units by the Developer, the Association may do so. The right of exclusive use of each

Limited Common Element passes with the Unit it abuts or to which it is reserved, whether or not separately described and cannot be separated from it.

12.7. **EXCLUSIVE USE – COMMON FACILITIES** -- The Association may lease to Unit Owners for appropriate temporary periods of time those portions of the Common Elements rationally appropriate and desirable for exclusive use.

12.8. **NUISANCES PROHIBITED** -- No person shall engage in any practice, exhibit any behavior, nor permit any condition to exist that will constitute a nuisance or become a reasonable source of annoyance or disturbance to any occupant of the Condominium.

13. **LEASE, CONVEYANCE, DISPOSITION** -- The purpose and object of this paragraph is to maintain a quiet, tranquil, non-transient, and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance, disposal, and financing of the Units by owners (subject to the exceptions provided in Paragraph 18.1) shall be subject to the following provisions:

13.1. **ASSOCIATION APPROVAL REQUIRED** -- Except for Developer sales, no Unit Owner may sell, lease, give, or otherwise transfer ownership of a Unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the Unit Number, the name of the Condominium, and the Official Record Book (O. R. Book) and Page

numbers in which this Declaration was originally recorded. For all Unit transfers of title other than from the Developer, the approval must be recorded simultaneously in the Lake County, Florida Public Records with the deed or other instrument transferring title to the unit.

13.1.1. **DEVISE OR INHERITANCE** -- If any Unit Owner shall acquire title by devise or inheritance or in any other manner not heretofore considered, the continuance of ownership shall be subject to the approval of the Association. Such Unit Owner shall give the Association notice of the title acquisition together with such additional information concerning the Unit Owner as the Association may reasonably require, together with a copy of the instrument evidencing the owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

13.1.2. **LEASES** -- Approvals of leases need not be recorded. Only entire Units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the covenants and restrictions and rules and regulations of the Condominium and Association documents and that a violation of any said documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the Unit Owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the Unit Owner shall pay them and such funds shall be secured as a charge. Each Unit Owner irrevocably appoints the Association as owner's agent authorized to bring actions in Unit Owner's name and at Unit Owner's expense including injunction, damages, termination, and eviction. The



rules and regulations must be provided to the lessee(s) by or on the behalf of the Unit Owner at or before the commencement of the lease term.

13.1.3. **MULTIPLE OWNERS** -- Consistent with Paragraph 13 above, de facto time sharing of Units is not permitted and approval will not be given for the sale of a Unit or an interest in a Unit to multiple persons (*e.g.*, siblings or business associates), who may intend that they and their families would split occupancy of the Unit into different time periods during the year.

13.2. **APPROVAL PROCEDURE** -- The approval of the Association shall be obtained as follows:

13.2.1. **WRITTEN NOTICE** -- Not later than fifteen (15) days before the transfer of ownership occurs, or the first day of occupancy under a lease, legal written notice shall be given the Association by the owner of their intention to sell or transfer interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100 or as permitted by law from time to time.

13.2.2. **ASSOCIATION'S OPTIONS** -- The Association must, within fifteen (15) days after receipt of all the information required above, either approve the transfer, disapprove it for cause, or, except in the case of disapproval for cause, on the written demand of the owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association on the same terms set forth in the proposal given the Association or the owner may withdraw the proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully

discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Condominium and the purposes as set forth at the beginning of this Paragraph 13. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the Unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.

13.2.3. **CLOSING DATE** -- The sale shall be closed within sixty (60) days after an alternate purchaser has been furnished or the Association has elected to purchase.

13.2.4. **NOTICE OF DISAPPROVAL** -- If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 13.2.2.), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the Unit have been paid.

13.3. **JUDICIAL SALES** -- Judicial sales are exempt from this section.

13.4. **UNAPPROVED TRANSACTIONS** -- Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

14. **COMPLIANCE AND DEFAULT** -- Each Unit Owner, tenant, and other invitee shall be governed by, and shall comply with, the provisions of the Condominium Act as amended

from time to time, this Declaration, including its exhibits, the Association Articles of Incorporation, and the Association Bylaws.

14.1. **REMEDIES** -- Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages, or injunctive relief, or both. Actions may be maintained by the Association or by any Unit Owner.

14.2. **COSTS AND FEES** -- In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

14.3. **OWNER INQUIRIES** -- When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board's response shall either (a) give a substantive response, (b) notify the inquirer that a legal opinion has been requested, or (c) notify the inquirer that advice has been requested from the Division of Land Sales, Condominiums, and Mobile Homes. If advice has been requested from the Division of Land Sales, Condominiums, and Mobile Homes, the Board shall provide a written substantive response to the inquirer within ten (10) days of receipt of the advice. If a legal opinion is requested, the Board shall provide a written substantive response to the inquirer within sixty (60) days of receipt of the inquiry. The failure to provide a substantive response as set forth above precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceedings, or arbitration arising out of the complaint. If unresolved, a dispute, as defined in *F.S. 718.1255(1)*, must be arbitrated in mandatory non-binding arbitration proceedings prior to commencement of litigation. The Board of Directors may adopt reasonable rules and regulations governing the frequency and manner of responding to Unit Owner inquiries, including a limit of one Unit Owner inquiry in any 30-day period.

14.4. **NO WAIVER OR RIGHTS** -- The failure of the Association or any owner to enforce any covenant, restriction, or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

15. **AMENDMENTS** -- Amendments to any of the condominium documents shall be in accordance with the following:

15.1. **REQUIREMENTS** -- An amendment may be proposed either by the Board of Directors or by 25% of the voting interests of the Association, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice-President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests (which vote may include later written approval of voters not present) and the separate written joinder of Developer and mortgagees where required and shall include the recording date (identifying the location of the Declaration as originally recorded) and which shall become effective when recorded in the public records.

15.2. **CORRECTORY AMENDMENT** -- If it appears that through a drafter's error in the Declaration that the Common Elements, Common Expenses, or Common Surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors.

15.3. **REGULAR AMENDMENTS** -- Amendments, except for those permitting timeshare estates to be created in a Unit, may be enacted by a favorable vote of the owners of 67% of the voting interests in the Association. Amendments permitting timeshare estates to be created

in a Unit may be enacted by a favorable vote of all Unit Owners and all owners and holders of liens on any Units.

15.4. **MERGER AMENDMENT** -- In the event that this Condominium should desire to merge with one or more other Condominiums it may do so on the affirmative vote of 75% of the voting interests in this Condominium and the approval of all record owners of liens.

15.5. **DEVELOPER AMENDMENTS** -- Until relinquishment of Association by Developer (turnover) and except as otherwise provided by law in *F.S. 718.110(2)*, and *F.S. 718.110(4)*, the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its exhibits, or to the plan of development, as may be required by any lender or governmental authority, or as may be, in developer's judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its exhibits.

15.6. **MORTGAGEE APPROVAL** -- Amendments materially affecting the rights or interests of mortgagees must have the approval of the holders of Institutional First Mortgages of record representing 51% of the Units subject to such mortgages who have requested that the Association notify them of any proposed action specified in this paragraph. Such approval of the holders of Institutional First Mortgages shall not be unreasonably withheld. Implied approval shall be assumed when such holder fails to respond to any written request for approval within 30 days after the mortgage holder receives proper notice of the proposal, provided the notice was delivered certified or registered mail with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of

the Association and recorded in the Public Records of Lake County, Florida. A change to any of the following shall be considered as material:

- Any change in the proportion or percentage by which the owner of the Unit shares the Common Expenses and owns the Common Surplus
- Reallocation of interests or use rights in the Common Elements
- Redefinition of any Unit boundaries
- Convertibility of Units into Common Elements or vice versa
- Expansion or contraction of the Condominium

15.7. **DEVELOPER'S RIGHTS** -- No amendment to this Declaration or any of the Condominium documents shall change the rights and privileges of the Developer without the Developer's written approval as long as the Developer holds any Units for sale in the ordinary course of business.

15.8. **WRITTEN AGREEMENTS** -- Any approval of Unit Owners on any matter called for by this Declaration, its exhibits, or any statute to be taken at a meeting of Unit Owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to *F.S. 718.112(2)(d)4* and *F.S. 617.0701*.

15.9. **AMENDMENTS REQUIRING DEVELOPER APPROVAL** -- In addition to the preceding requirements, Developer must join and execute a certificate or document which proposes to alter, amend, or change in any way Paragraph 4, and any subparagraphs thereto, paragraph 6, and any subparagraphs thereto, paragraph 7.2., paragraph 7.3., paragraph 11 and any subparagraphs thereto, paragraph 12, and any subparagraphs thereto, paragraph 15, and any subparagraphs thereto, paragraph 16 and any subparagraphs thereto, or paragraph 26, and any

subparagraphs thereto of this Declaration. Should Developer not join and execute a certificate or other document which proposes to alter, amend, or change any of the above referenced paragraphs, then said certificate or document is ineffective and the proposed changes are not binding or enforceable.

16. **TERMINATION** -- Except for termination in connection with a merger of this Condominium with another, as provided for in Paragraph 15.4. above, the termination of the Condominium shall be carried out in accordance with the following:

16.1. **BY AGREEMENT** -- The Condominium may be caused to be terminated at any time by written agreement of the owners of at least three fourths of the Units, and of the holders of institutional first mortgages as provided for in Paragraph 15.6. above.

16.2. **WITHOUT AGREEMENT, ON ACCOUNT OF VERY SUBSTANTIAL DAMAGE** -- If the Condominium suffers "very substantial damage" to the extent defined above in Paragraph 11.2.3., and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

16.3. **PROCESS OF TERMINATION** -- Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this paragraph is recorded in the Public Records of Lake County, Florida.

16.3.1. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and certifying as to the facts effecting the termination. The Certificate also shall include the name and address of a Florida financial institution with trust powers

or a licensed Florida attorney who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity.

16.3.2. The recording of that Certificate of Termination automatically divests the Association of title to all Association Property, and divests all Unit Owners of legal title to their respective Condominium parcels, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property that was formerly the Condominium Property or Association Property, without need for further conveyance. Beneficial title to the former Condominium and Association Property shall be transferred to the former Unit Owners as tenants in common, in the same undivided shares as each owner previously owned in the Common Elements, without further conveyance. Each lien encumbering a Condominium parcel shall be automatically transferred to the equitable interest in the former Condominium Property and Association Property attributable to the Unit encumbered by the lien, with the same priority.

16.4. **WINDING UP OF ASSOCIATION AFFAIRS** -- The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, to the extent necessary to, and for the sole purpose of, winding up the affairs of the Association in accordance with this paragraph.

16.5. **TRUSTEE'S POWERS AND DUTIES** -- The Termination Trustee shall hold legal title to the property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees, and other lien holders, as their interests shall appear. If the former Unit Owners approve a sale of the property as provided in this paragraph, the Termination Trustee shall



have the power and authority to convey title to the purchaser, and to distribute the proceeds in accordance with the provisions of this paragraph. The Termination Trustee may charge a reasonable fee for acting in such capacity, and such fee as well as all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former Condominium and Association Property, and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance. The Termination Trustee may rely on the written instructions and information provided to it by the officers, directors, and agents of the Association, and shall not be required to inquire beyond such information and instructions.

16.6. **PARTITION; SALE** -- Following termination, the former Condominium Property and Association Property may be partitioned and sold on the application of any Unit Owner. If following a termination at least 75% of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the Unit Owners have not authorized a sale of the former Condominium and Association property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property without agreement by the Association or the former Unit Owners. The net proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

16.7. **NEW CONDOMINIUM** -- The termination of the Condominium does not bar creation of another Condominium including all or any portion of the property.

16.8. **PROVISIONS SURVIVE TERMINATION** -- The provisions of this Paragraph 16 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy assessments to pay the costs and expenses of the Trustee and of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium Property, are Common Expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

17. **PROVISIONS PERTAINING TO THE DEVELOPER** -- As long as the Developer holds any Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

17.1. Assessment of the Developer as a Unit Owner for capital improvements.

17.2. Any action by the Association that would be detrimental to the sale of Units or the completion of the project by the Developer, including such use of unsold Units and Common Elements and Association Property as may facilitate completion, sale, maintenance of a sales office, showing of the property, and display of signs. Notwithstanding, Developer shall pay common expenses incurred, during such period, which exceed regular periodic assessments against other Unit Owners.

17.3. Assessment of the Developer for those unsold Units owned by the Developer.

The period during which this exception to assessments shall remain in effect shall terminate on the first day of the fourth calendar month following the month in which the first closing occurs of a purchase contract for a Unit.

## 18. RIGHTS OF MORTGAGEES

18.1. **PARTIAL EXCUSAL FROM PRIOR ASSESSMENTS** -- A first mortgagee who acquires title to a Unit by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than six months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the Unit by the mortgagee or 1% of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Such mortgagee may obtain title, own, occupy, lease, sell, or otherwise dispose of such Unit without the approval of the Association. This paragraph shall be deemed amended so as to remain in conformity with the provisions of *F.S. 718.116* as it is amended from time to time.

18.2. **RIGHTS TO INFORMATION** -- On receipt by the Association from any institutional mortgagee, guarantor, or insurer of a copy of the mortgage held by such mortgagee, guarantor, or insurer on a Unit, together with a written request from such mortgagee or an insurer or guarantor of such mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, insurer, or guarantor the following, for which the Association may charge a reasonable fee:

18.2.1. **FINANCIAL STATEMENTS** -- A copy of a financial statement of the Association for the immediately preceding fiscal year; and

18.2.2. **INSURANCE CANCELLATION** -- Written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium or Association Property or any improvements thereon, or any fidelity bonds of the Association except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available; and

18.2.3. **DAMAGE TO CONDOMINIUM** -- Written notice of any damage or destruction to the improvements located on the Common Elements or Association Property that affects a material portion of the Common Elements or Association Property or the Unit securing its mortgage; and

18.2.4. **EMINENT DOMAIN** -- Written notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium Property or the Unit securing its mortgage; and

18.2.5. **DELINQUENT ASSESSMENTS** -- Written notice of failure by the owner of a Unit encumbered by a first mortgage held by such institutional mortgagee, guarantor, or insurer to pay any assessments when such failure or delinquency has continued for a period of 60 days or longer.

18.2.6. **FAILURE TO NOTIFY** -- The failure of the Association to send any such notice to any such mortgagee, guarantor, or insurer shall have no effect on any meeting, action,

or thing that was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

19. **ENFORCEMENT OF ASSESSMENT LIENS** -- Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association also may bring an action to recover a money judgment. After a judgment of foreclosure has been entered, the Unit Owner during occupancy, if so ordered by the Court, shall be required to pay a reasonable rental. If the Unit is rented or leased during the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in *F.S. 718.116* and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum) on unpaid assessments and reasonable attorneys' fees, including appeals, and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

19.1. **CREATION AND ENFORCEMENT OF CHARGES** -- The Association shall have a cause of action against Unit Owners to secure payment to the Association by Unit Owners of all Charges, Special Charges, costs, and expenses to the Association that cannot be secured as assessments, regular or special, under *F.S. 718.116*. The charge shall bear interest at the highest lawful rate, and shall carry with it costs and attorneys' fees, including appeals, incurred in collection.

20. **ASSOCIATION AGREEMENTS** -- The Association is authorized to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other facilities. Such interests need not be contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation,

or other use or benefit to the Unit Owners. The Association also is authorized to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other facilities. Such interests need not be contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners.

21. **COMMON EXPENSES AND COMMON SURPLUS** -- Each Unit Owner's share of the Common Expenses and Common Surplus shall be one forty-seventh (1/47) of the whole, based upon each Unit Owner's undivided share of the Common Elements.

22. **CONDEMNATION:**

22.1. **DEPOSIT OF AWARDS WITH ASSOCIATION** -- The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

22.2. **DETERMINATION WHETHER TO CONTINUE CONDOMINIUM** -- Whether the Condominium will be continued after condemnation will be determined in the manner provided in Paragraph 11 above for determining whether damaged property will be reconstructed and repaired after a casualty.

22.3. **DISBURSEMENT OF FUNDS** -- If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be

Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

22.4. **ASSOCIATION AS AGENT** -- The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

22.5. **UNITS REDUCED BUT TENANTABLE** -- If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

22.5.1. **RESTORATION OF UNIT** -- The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the Unit Owner;

22.5.2. **DISTRIBUTION OF SURPLUS** -- The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and mortgagees.

22.6. **UNIT MADE UNTENANTABLE** -- If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall

be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

22.6.1. **PAYMENT OF AWARD** -- The fair market value of the Unit immediately prior to the taking, as determined by agreement between the Unit Owner and the Association or by arbitration in accordance with Paragraph 22.6.4., shall be paid to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and the mortgagee(s);

22.6.2. **ADDITION TO COMMON ELEMENTS** -- If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors;

22.6.3. **ADJUSTMENT OF SHARES IN COMMON ELEMENTS** -- The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements equally among the reduced number of Unit Owners.

22.6.4. **ARBITRATION** -- If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within 30 days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance on the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.



22.7. **TAKING OF COMMON ELEMENTS** -- Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

22.8. **AMENDMENT OF DECLARATION** -- Changes in the Units, in the Common Elements, and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium as ordered by a court or approved by a majority of Unit Owners (voting interests) of this Condominium, without the consent of any mortgagee being required for any such amendment.

23. **VOTING** -- Each Unit shall have one full indivisible vote in all matters.

24. **FUTURE DEVELOPMENT EASEMENTS** -- Developer, for itself and its successors and assigns, reserves easements over the Condominium Property as necessary to complete future development, if any, including construction access and utilities.

25. **ASSOCIATION MANAGEMENT FEES** -- In addition to other fees described herein, the Association reserves the right to assess Unit Owners for any and all management fees and costs associated with the management of Condominium Property or any activities related thereto as well as all management fees and costs associated with Fiscal Management of the Association. Said Management Fee shall be payable by Unit Owner in accordance with those provisions contained herein governing the payment of Assessments.

26. **THE VILLAGES AMENITIES** -- Each Unit Owner hereby agrees to pay to Developer or its designee a monthly Amenities Fee against each Unit for the benefit and use of the recreational and other amenities of The Villages. Each Unit Owner together with Unit Owner's heirs, successors and assigns, agree to take title subject to and be bound by, and pay the charge set forth herein and acceptance of the deed shall further signify approval of said charge as being reasonable and fair, taking into consideration the nature of Developer's project, Developer's investment in the recreational area, and in view of all the other benefits to be derived by the Unit Owners as provided herein. A complete description of the facilities available pursuant to the payment of the Amenity Fee is included in the attached *Exhibit "F"* along with the description of each facilities' location, the number of people who will use the facilities, and each facilities ownership and maintenance arrangements.

26.1. **INITIAL AMOUNT OF AMENITIES FEE** -- This initial monthly amount of the Unit Owner's Amenities Fee shall be as set forth in such Unit Owner's Deed. The Amenities Fee set forth is limited to the Unit Owner named therein.

26.2. **SUBSEQUENT PURCHASERS OF THE UNIT** -- In the event the Unit Owner(s) transfers, assigns or in any way conveys their interest in and to the Unit, the new Unit Owner(s) shall be obligated to pay the prevalent Amenities Fee sum that is then in force and effect for new Owner(s) of units or lots in the most recent addition or Unit of The Villages.

26.3. **ADJUSTMENTS IN THE AMENITIES FEES** -- The Amenity Fee on June 1, 2007 was \$130.00 per month. The amount of the Amenity Fee shall increase every third anniversary of this date by three percent (3.0%) of the Amenity Fee previously applicable to Unit Owners.

26.4. **NATURE OF THE AMENITIES FEE** -- The monthly charges shall be paid to the Developer or its designate each month to insure the provision of the services being paid for. The monthly charges for services described in this section shall be due and payable to Developer and said charges once in effect will continue month to month whether or not said Unit is vacant.

26.5. **AMENITIES FEE SECURED BY LIEN** -- Each Unit Owner does hereby give and grant unto Developer a continuing lien in the nature of a Mortgage upon the Lot of the Owner superior to all other liens and encumbrances, except any Institutional First Mortgage and Association Assessments. This lien shall secure the payment of all monies due Developer hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosures of mortgages. In any such action or any other action to enforce the provision of this lien, including appeals, Developer shall be entitled to recover attorney's fees incurred by it, abstract bills and court costs.

26.6. **NO OWNERSHIP OF AMENITIES FACILITIES** -- Purchasers of Units further agree, by the acceptance of their deeds and the payment of the purchase price therefore, acknowledge that the purchase price was solely for the purchase of their Unit or Unites, and that the Unit Owners, their heirs, successors and assigns, do not have any right, title or claim or interest in and to the recreational, or security areas or facilities contained therein or appurtenant thereto, by reason of the purchase of their respective Unit, it being specifically agreed that Developer, its successors and assigns, si the sole and exclusive Owner of the areas and facilities, and the Amenities Fee is a fee for services and is in no way adjusted according to the cost of providing those services.

27. **SEVERABILITY AND NONWAIVER** -- If any provision of this Declaration or its exhibits as now constituted or as later amended or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder

and of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby. The failure of the Association in any instance to enforce any covenant or provision of this Declaration or any of the Condominium documents shall not constitute a waiver of its right to do so thereafter in other instances.

THIS FIRST AMENDED AND RESTATED DECLARATION OF CONDOMINIUM and exhibits hereto made and entered into this 10th day of OCTOBER, 2007.

**WITNESSES:**

*Gayle L. Nolen*  
(Sign)  
**Gayle L. Nolen**  
\_\_\_\_\_  
Print Name

*Meg Yawn*  
(Sign)  
**Meg Yawn**  
\_\_\_\_\_  
(Print)

**THE VILLAGES OF LAKE-SUMTER, INC.,**  
a Florida Corporation  
By: *Martin L. Dzuro*  
Martin L. Dzuro, Vice President  
1020 Lake Sumter Landing  
The Villages, Florida 32162

**STATE OF FLORIDA  
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me this 10th day of OCTOBER, 2007, by **Martin L. Dzuro**, as Vice-President of **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, on behalf of said corporation, who is personally known to me.

Sworn to before me on OCTOBER 10, 2007.

Gayle L. Nolen  
NOTARY PUBLIC (Signature)

Print Name Gayle L. Nolen  
Commission Number \_\_\_\_\_  
Commission Expires \_\_\_\_\_



## Exhibit A

### THE VILLAS OF SPANISH SPRINGS

THAT PORTION OF LOT "F", THE VILLAGE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 92 THROUGH 97, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF AVENIDA CENTRAL WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DEL MAR DRIVE AS SHOWN ON AFORESAID PLAT; THENCE ALONG THE RIGHT-OF-WAY LINE OF SAID AVENIDA CENTRAL RUN N65°49'07"W 294.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 700.00 FEET; THENCE RUN NORTHWESTERLY 802.04 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 65°38'51" TO THE END OF SAID CURVE; THENCE N00°10'15"W 351.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALONZO AVENUE; THENCE RUN NORTHEASTERLY 39.27 FEET ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE END OF SAID CURVE; THENCE N89°49'45"E 332.34 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 469.50 FEET; THENCE RUN EASTERLY 21.50 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°37'25"; THENCE DEPARTING SAID CURVED RIGHT-OF-WAY LINE RUN S24°10'27"W ALONG A NON-RADIAL LINE 127.82 FEET; THENCE S48°43'12"W 208.69 FEET; THENCE S02°19'00"W 33.54 FEET; THENCE S41°16'48"E 50.15 FEET; THENCE S02°13'29"W 8.44 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 58.17 FEET; THENCE RUN SOUTHWESTERLY 41.30 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 40°40'53" WITH A CHORD BEARING AND DISTANCE OF S23°15'00"W 40.44 FEET TO THE END OF SAID CURVE; THENCE S02°54'33"W 45.54 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 303.17 FEET; THENCE RUN SOUTHERLY 165.12 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 31°12'23" TO THE END OF SAID CURVE; THENCE S28°17'51"E 23.47 FEET; THENCE S09°05'44"W 8.83 FEET; THENCE S48°43'12"W 16.61 FEET; THENCE S41°08'31"E 118.50 FEET; THENCE S41°16'48"E 107.29 FEET; THENCE S42°11'41"E 47.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 155.50 FEET; THENCE RUN SOUTHEASTERLY 71.71 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 26°25'26" WITH A CHORD BEARING AND DISTANCE OF S52°36'23"E 71.08 FEET TO THE END OF SAID CURVE; THENCE S65°49'06"E 174.51 FEET; THENCE N24°10'54"E 15.22 FEET; THENCE S84°51'37"E 64.88 FEET; THENCE S82°21'04"E 22.29 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 193.50 FEET; THENCE RUN SOUTHEASTERLY 55.83 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 16°31'57" TO THE END OF SAID CURVE; THENCE S65°49'07"E 16.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.31 FEET; THENCE RUN SOUTHEASTERLY 20.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 56°36'46" WITH A CHORD BEARING AND DISTANCE OF S37°51'55"E 19.26 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DEL MAR DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S24°10'53"W 169.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY 39.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE POINT OF BEGINNING .  
(CONTAINING 6.26 ACRES)

# VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

EXHIBIT B

The quality of this image is equivalent to the quality of the original document

## LEGAL DESCRIPTION:

VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

THAT PORTION OF LOT "F", THE VILLAGE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31 PAGES 92 THROUGH 97, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF AVENIDA CENTRAL WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DEL MAR DRIVE AS SHOWN ON AFORESAID PLAT; THENCE ALONG THE RIGHT-OF-WAY LINE OF SAID AVENIDA CENTRAL RUN N65°49'07"W 294.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 700.00 FEET; THENCE RUN NORTHWESTERLY 802.04 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 65°38'51" TO THE END OF SAID CURVE; THENCE N00°10'15"W 351.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALONZO AVENUE; THENCE RUN NORTHEASTERLY 34.27 FEET ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE END OF SAID CURVE; THENCE RUN EASTERLY 21.50 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°37'25"; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S23°55'34"W 50.11 FEET; THENCE S01°59'08"W 9.17 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 58.17 FEET; THENCE RUN SOUTHWESTERLY 11.00 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 40°27'47" WITH A CHORD BEARING AND DISTANCE OF S22°54'14"W 40.23 FEET TO THE END OF SAID CURVE; THENCE S01°37'11"W 45.65 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 303.17 FEET; THENCE RUN SOUTHERLY 184.87 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 31°10'42" TO THE END OF SAID CURVE; THENCE S26°11'11"E 23.44 FEET; THENCE S07°27'20"W 9.23 FEET; THENCE S47°57'50"W 16.15 FEET; THENCE S41°11'59"E 117.84 FEET; THENCE S41°17'09"E 107.62 FEET; THENCE S42°29'08"E 16.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 153.50 FEET; THENCE EASTERLY 71.05 FEET THROUGH A CENTRAL ANGLE OF 26°30'45"; SAID CURVE HAVING A CHORD BEARING OF S52°22'46"E 71.31 FEET; THENCE S65°47'11"E 172.00 FEET; THENCE N30°23'55"E 15.43 FEET; THENCE S04°10'39"E 85.40 FEET; THENCE S02°21'04"E 22.29 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 183.50 FEET; THENCE EASTERLY 55.83 FEET THROUGH A CENTRAL ANGLE OF 16°31'57"; THENCE S65°49'07"E 16.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.31 FEET; THENCE RUN SOUTHEASTERLY 20.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 16°31'57" BEARING AND DISTANCE OF S37°51'55"E 19.26 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DEL MAR DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S24°10'53"W 169.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY 39.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE POINT OF BEGINNING. (CONTAINING 6.278 ACRES, MORE OR LESS.)

## NOTES:

1. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT OF THE VILLAGE CENTER, PLAT BOOK 31, PAGES 92 THRU 97.
3. NO UNDERGROUND IMPROVEMENTS ARE SHOWN HEREON.
4. THIS PROPERTY LIES IN ZONE "C", ACCORDING TO THE F.L.R.M. COMMUNITY-PANEL NO. 120421 0001 B, EFFECTIVE DATE APRIL 1, 1982.
5. THE ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929.
6. EACH UNIT IS COMPOSED OF A RESIDENCE, THE DIMENSIONS OF WHICH ARE SHOWN HEREIN, ARE AVERAGE TO UNFINISHED WALLS AND CEILINGS AND TO AND THE FINISHED FLOORS. EACH UNIT (RESIDENCE) CONSIST OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE UNIT BOUNDARY LINES AS SHOWN HEREON AND THE HORIZONTAL PLANES OF THE FLOOR AND CEILING AS SHOWN FOR EACH RESPECTIVE BUILDING AND RESPECTIVE FLOOR CONTAINED THEREIN, NOTWITHSTANDING THE ACTUAL LOCATION OF THE WALLS, CEILINGS AND FLOORS, THE UNITS SHALL CONSIST OF THE SPACE HEREIN DEFINED.
7. WHERE ORNAMENTAL CEILING FEATURES SUCH AS SOFFITS, CEILING VAULTS, ETC. OCCUR, THESE ARE TO BE CONSIDERED PART OF THE UNIT IN WHICH THEY ARE LOCATED.
8. THE STAIRWAYS AND GARAGES SHOWN HEREIN ARE PARTS OF THE UNITS IN WHICH THEY ARE DELINEATED.
9. DECLARATIVE EXTERIOR WALL FEATURES (CORBICES, ARCHWAYS, ETC.) WERE NOT SHOWN. THEY ARE PART OF THE COMMON ELEMENTS

## CERTIFICATE OF SURVEYOR:


THE UNDERSIGNED, BEING A REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT (A) A SURVEY HAS BEEN MADE OF THE LANDS, AND THAT THE PLOT PLAN, WHICH INCLUDES THE SURVEY, CONSISTING OF SHEETS 1 THROUGH 17, INCLUSIVE ("PLANS"), OF VILLAS OF SPANISH SPRINGS, A CONDOMINIUM ("CONDOMINIUM"), AS REFLECTED IN THAT CERTAIN DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORD BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS SAME MAY BE AMENDED FROM TIME TO TIME ("DECLARATION"), AND (B) RELATING TO MATTERS OF SURVEY, THE CONSTRUCTION OF UNITS PLANNED IMPROVEMENTS, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THESE UNITS AND THE BUILDING AND THE COMMON ELEMENT FACILITIES, IF ANY, SERVICING THE BUILDING ALL AS SET FORTH BY THE DECLARATION, IS A TRUE AND CORRECT GRAPHIC DESCRIPTION OF IMPROVEMENTS CONTAINED IN THE DECLARATION, SO THAT THE "PLANS", TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTIES OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THE "PLANS", AND THE DECLARATION, IS AN ACCURATE REPRESENTATION OF THE LOCATIONS AND DIMENSIONS, AS REQUIRED BY SECTION 718.104 (4) (E), FLORIDA STATUTES AS OF THE DATE HEREOF, UNITS 1102 THRU 1144, 1202 THRU 1238 (EVEN NUMBERS), AND 1231 THRU 1241 (ODD NUMBERS) AS DEPICTED ON THE "PLANS", ARE SUBSTANTIALLY COMPLETE.

SURVEYOR William S. Barclay WITNESSES


STATE OF Florida COUNTY OF Lake  
 This foregoing Declaration was acknowledged before me this 10<sup>th</sup> day of August, 2005, by William S. Barclay  
 Professional Surveyor & Mapper.

I, (s) personally known to me) or (has produced as authentic) and (has) (did not) take an oath.  
 Signature of Acknowledger Nancy A. Walters  
 Printed name of Acknowledger Nancy A. Walters  
 Title or Rank Notary  
 My commission Expires June 25, 2005

(SEE OR STAMP)

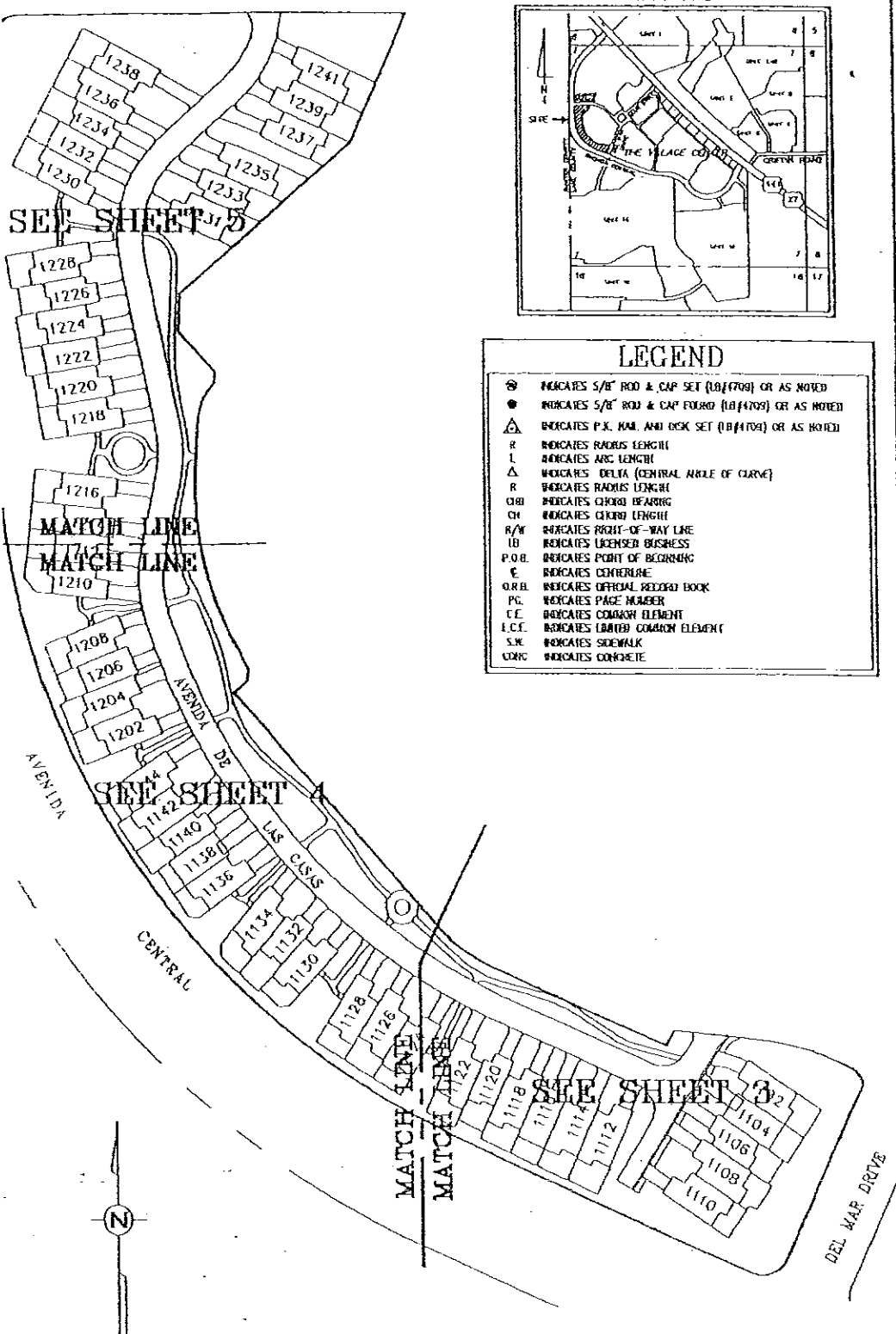
 Nancy A. Walters  
 My Commission D000811  
 Expires June 25, 2005

(1) William S. Barclay  
 PRINT NAME  
 (2) TRANS R. SKINNER  
 PRINT NAME

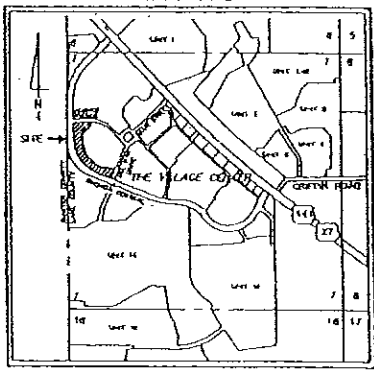
SHEET 1 OF 17		COVER SHEET	
CLAYTON	PLANS & RECORDS	BY SECTION 7, CHAPTER 70, ARTICLE 21, CASE LAKE COUNTY, FLORIDA.	
DATE	DATE	FIELD OF SPANISH SPRINGS & CONDOMINIUM	
DATE	DATE		

# PLANS OF SPANISH SPRINGS, A CONDOMINIUM

ALONZO AVENUE



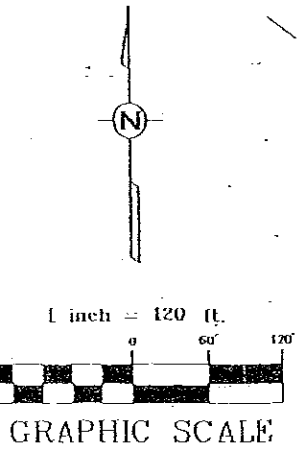
### VICINITY MAP NOT TO SCALE



### LEGEND

- ⊙ INDICATES 5/8" ROD & CAP SET (10#4709) OR AS NOTED
- INDICATES 5/8" ROD & CAP FORUM (10#4709) OR AS NOTED
- △ INDICATES P.X. MARK AND DISK SET (10#4709) OR AS NOTED
- R INDICATES RADIUS LENGTH
- L INDICATES ARC LENGTH
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- R INDICATES RADIUS LENGTH
- CH INDICATES CHORD BEARING
- CH INDICATES CHORD LENGTH
- R/W INDICATES RIGHT-OF-WAY LINE
- LD INDICATES LICENSED BUSINESS
- P.O.B. INDICATES POINT OF BEGINNING
- C INDICATES CENTERLINE
- O.R.B. INDICATES OFFICIAL RECORD BOOK
- P.G. INDICATES PAGE NUMBER
- C.E. INDICATES COMMON ELEMENT
- E.C.E. INDICATES LIMITED COMMON ELEMENT
- S.W. INDICATES SIDEWALK
- CONC INDICATES CONCRETE

The quality of this image is equivalent to the quality of the original document.

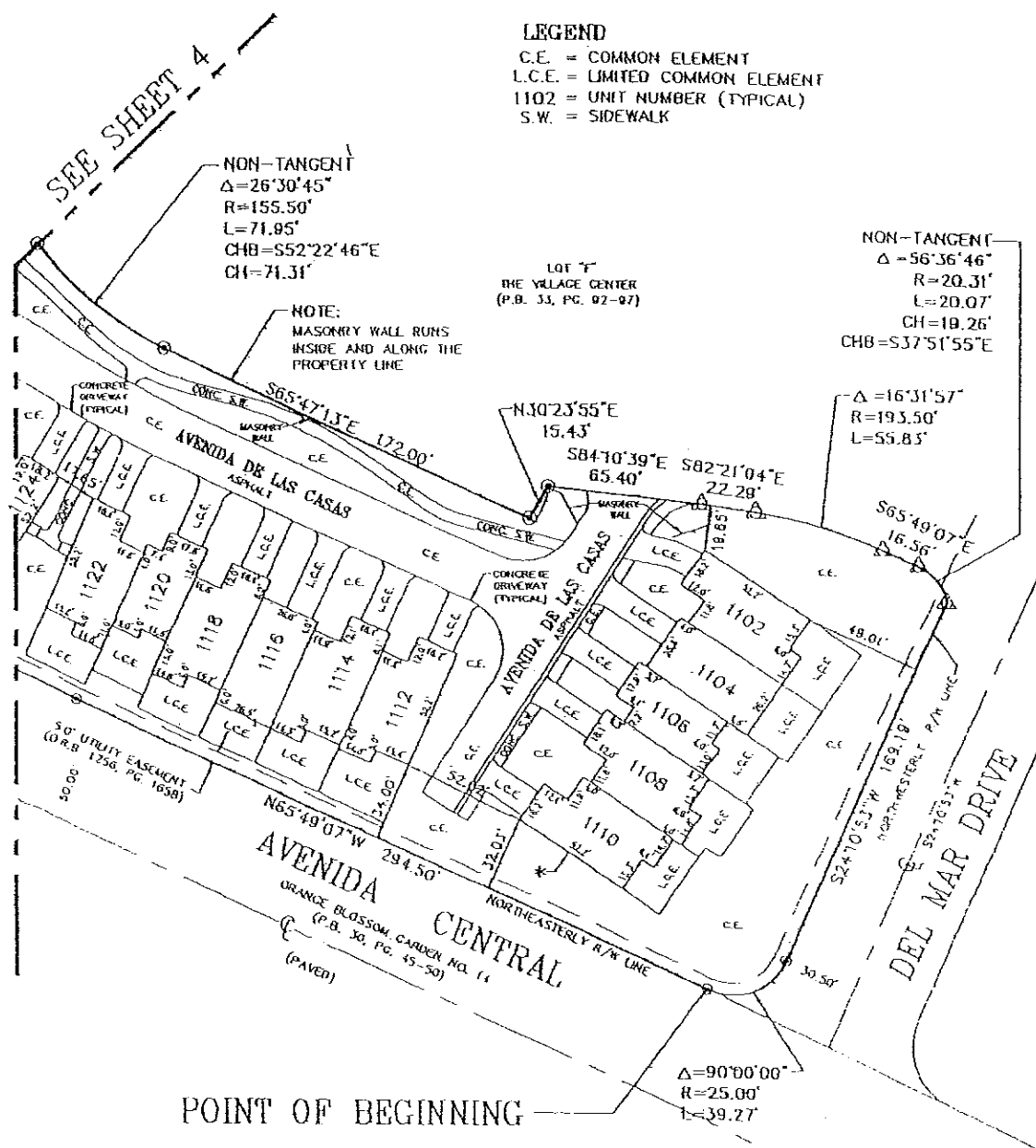


<b>SHEET 2 OF 17</b>		<b>BOUNDARY KEY SHEET</b>	
CLIENT: GRANT & DUDEN		IN SECTION 7, TOWNSHIP 14 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.	
DATE: 05/12/04	DATE: 05/12/04	VILLAS OF SPANISH SPRINGS, I CONDOMINIUM	
DRAWN BY: JPL	CHECKED BY: WJH		
DATE: 05/12/04	DATE: 05/12/04	<b>PARNER BOALBY</b> ARCHITECTS & SURVEYORS & PLANNERS 1401 ASSOCIATES, S.W. 18 FLOOR 200 SOUTH W. 1st Avenue, SUITE 1800, MIAMI, FL 33135	
REVISIONS:	DATE:		



# VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

The quality of this image  
is equivalent to the quality  
of the original document.



### LEGEND

- C.E. = COMMON ELEMENT
- L.C.E. = LIMITED COMMON ELEMENT
- 1102 = UNIT NUMBER (TYPICAL)
- S.W. = SIDEWALK

NON-TANGENT  
 $\Delta = 26^{\circ}30'45''$   
 $R = 155.50'$   
 $L = 71.95'$   
 $CHB = S52^{\circ}22'46''E$   
 $CH = 71.31'$

NOTE:  
 MASONRY WALL RUNS  
 INSIDE AND ALONG THE  
 PROPERTY LINE

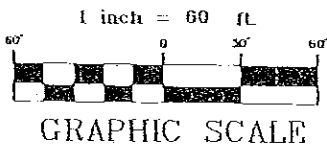
LOT 7  
 THE VILLAGE CENTER  
 (P.B. 33, PG. 92-97)

NON-TANGENT  
 $\Delta = 56^{\circ}36'46''$   
 $R = 20.31'$   
 $L = 20.07'$   
 $CH = 19.26'$   
 $CHB = S37^{\circ}51'55''E$

$\Delta = 16^{\circ}31'57''$   
 $R = 193.50'$   
 $L = 55.85'$

POINT OF BEGINNING

\* NOTE:  
 THE BOLD LINES SHOWN HEREON  
 ARE THE EXTERIOR WALLS OF  
 THE RESPECTIVE BUILDINGS AT  
 GROUND FLOOR.

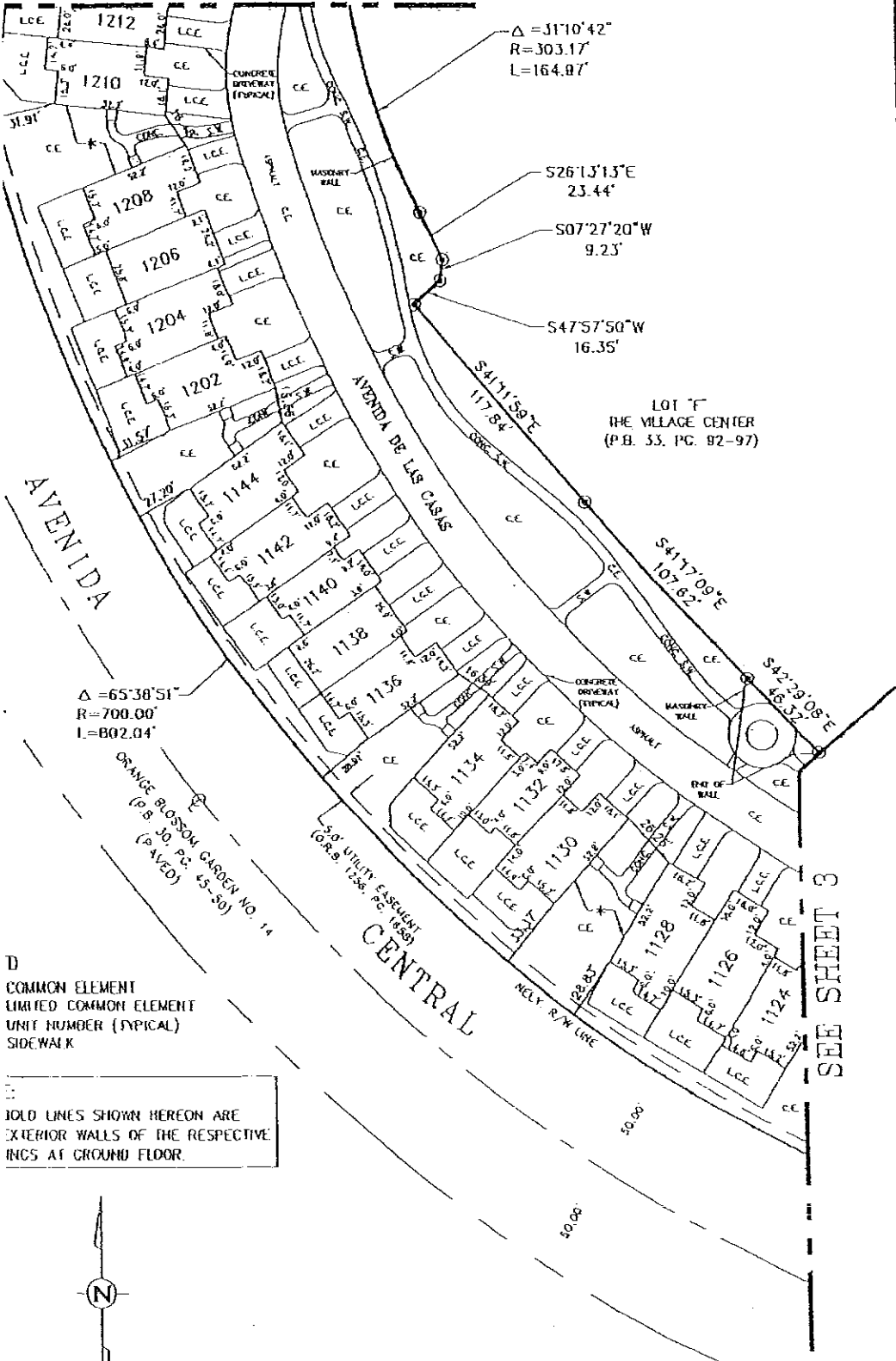


<b>SHEET 3 OF 17</b>		<b>BOUNDARY SURVEY</b>	
CLIENT	DEANE & DEANE	IN SECTION 1, TOWNSHIP 18 NORTH, RANGE 14 EAST, LAKE COUNTY, FLORIDA.	
JOB NO.	207-01-08	VILLAS OF SPANISH SPRINGS, A CONDOMINIUM	
DATE	04/20/04		
DRAWN BY	RSB	CHECKED BY	WBA
SCALE	AS SHOWN	DATE	04/20/04
		GARNER & BAILEY AND ASSOCIATES, INC. 181708	

# VILLAGE OF SPANISH SPRINGS, A CONDOMINIUM

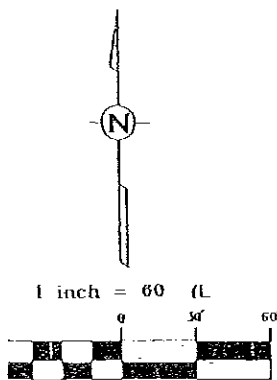
SEE SHEET 5

The quality of this image is equivalent to the quality of the original document.




D  
COMMON ELEMENT  
LIMITED COMMON ELEMENT  
UNIT NUMBER (TYPICAL)  
SIDEWALK

SOLID LINES SHOWN HEREON ARE  
EXTERIOR WALLS OF THE RESPECTIVE  
UNITS AT GROUND FLOOR.

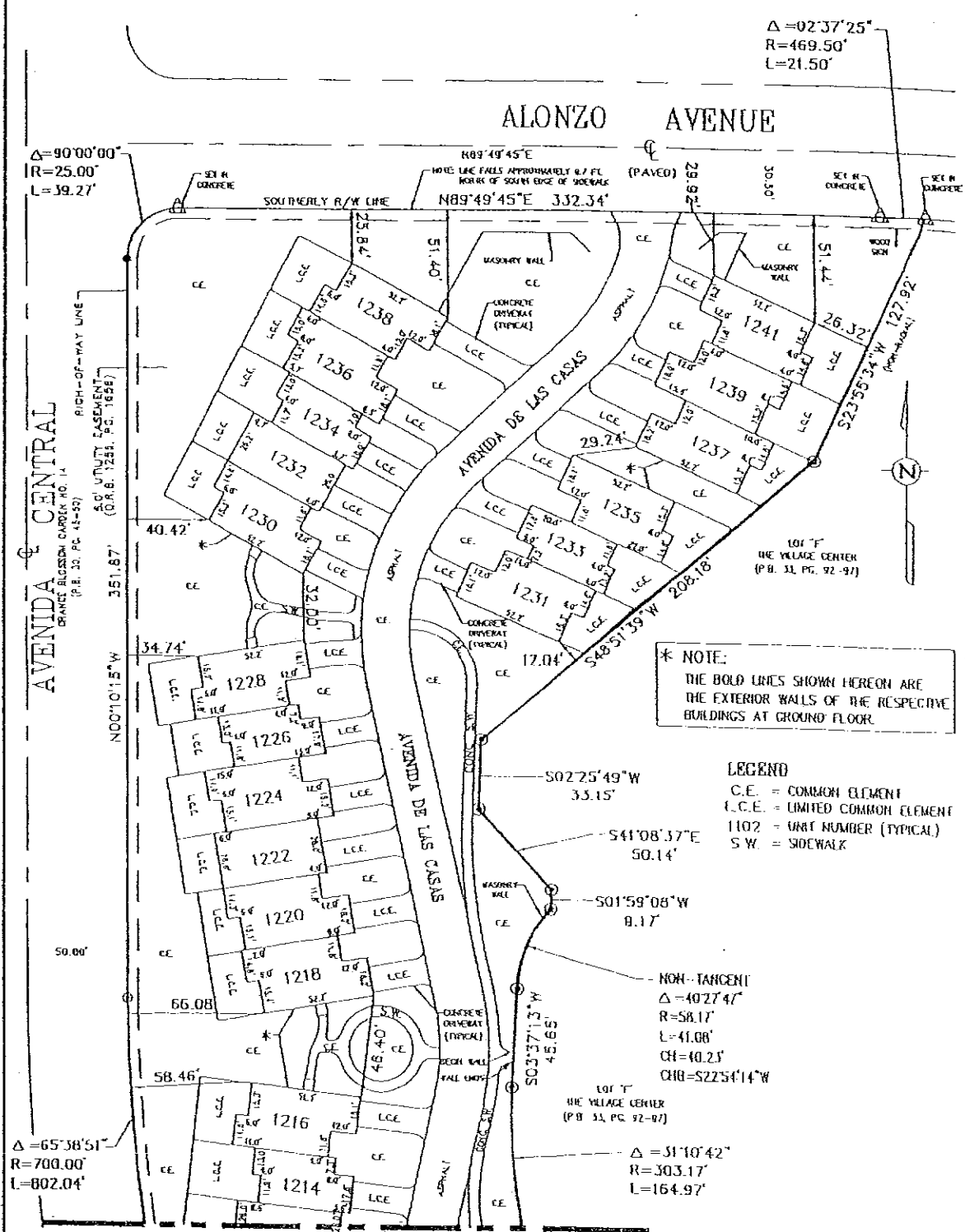


GRAPHIC SCALE

<b>SHEET 4 OF 17</b>		<b>BOUNDARY SURVEY</b>	
CLIENT: BENTLEY & BENTLEY	DATE: 05/21/01 (FIELD)	IN SECTION 7, TOWNSHIP 09 NORTH, RANGE 21 EAST, LAKE COUNTY, FLORIDA.	
JOB NO.: 00110101	DRAWN BY: JPM	VILLAGE OF SPANISH SPRINGS, & CONDOMINIUM	
DATE: 05/21/01	CHECKED BY: WJM	AND ASSOCIATES, INC.	
SCALE: AS SHOWN	DATE: 05/21/01	 <b>BENTLEY &amp; BENTLEY</b> AN ASSOCIATE OF FARMER BARCLAY AND ASSOCIATES, INC.	
REVISIONS:	DATE:	AN ENGINEER A SURVEYOR A PLANNER LE 6700	

# VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

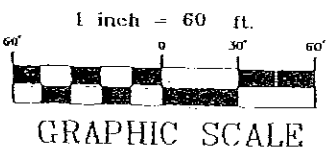
The quality of this image  
is equivalent to the quality  
of the original document.



**\* NOTE:**  
THE BOLD LINES SHOWN HEREON ARE  
THE EXTERIOR WALLS OF THE RESPECTIVE  
BUILDINGS AT GROUND FLOOR.

**LEGEND**  
C.E. = COMMON ELEMENT  
L.C.E. = LIMITED COMMON ELEMENT  
1102 = UNIT NUMBER (TYPICAL)  
S.W. = SIDEWALK

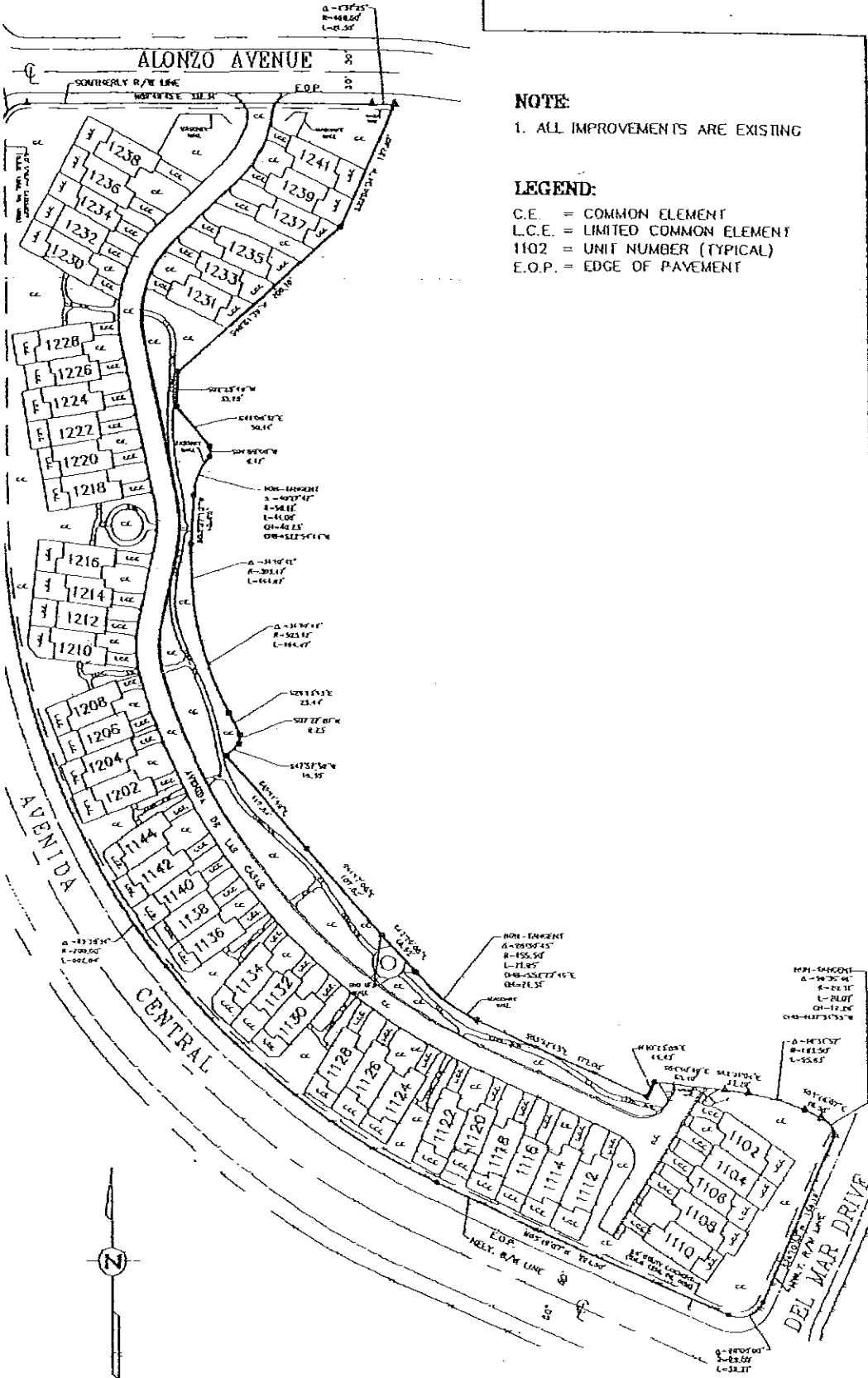
SEE SHEET 4



<b>SHEET 5 OF 17</b>		<b>BOUNDARY SURVEY</b>	
CLIENT	QUART & OSMO	BY GEORGE J. THOMPSON, LE, DISTRICT 14, EAST LAKE COUNTY, FLORIDA	
JOB NO.	11114-304	VILLAS OF SPANISH SPRINGS, A CONDOMINIUM	
DATE	09/24/11 (FIELD)		
DRAWN BY	JES	CHECKED BY	ROB
ACAS FILE NO.	11114-304	SCALE	N/A
REVISIONS		DATE	
		<b>FARNER BAILEY</b> AN ENGINEER & ARCHITECT FIRM 1810 W. UNIVERSITY AVENUE, SUITE 200 GAITHERSBURG, MD 20878-4100	

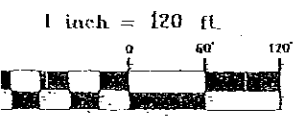
# LAS OF SPANISH SPRINGS, A CONDOMINIUM

The quality of this image is equivalent to the quality of the original document.



**NOTE:**  
1. ALL IMPROVEMENTS ARE EXISTING

**LEGEND:**  
C.E. = COMMON ELEMENT  
L.C.E. = LIMITED COMMON ELEMENT  
1102 = UNIT NUMBER (TYPICAL)  
E.O.P. = EDGE OF PAYEMENT



GRAPHIC SCALE

<b>SHEET 6 OF 17</b>		<b>OVERALL SITE PLAN</b>	
CLIENT	GRANT & OZBORN	RE SECTION 1, TOWNSHIP 18 NORTH, RANGE 15 EAST, LASE COUNTY, FLORIDA.	
JOB NO.	87441.001		
DATE	06/21/78		
DRAWN BY	WJ	CHECKED BY: WJ	
SCALE	AS SHOWN ON PLANS		
REVISIONS			
		<b>BANNER BAILEY</b> AN ASSOCIATE OF HOK ASSOCIATES, INC.	
		1000 AVENUE OF THE ARTS, SUITE 1000, MIAMI, FLORIDA 33136	



# LAS OF SPANISH SPRINGS, A CONDOMINIUM

L.C.E. = LIMITED COMMON ELEMENT

NS:  
 LOOR=72.61'  
 CEILING=81.51'  
 FLOOR=83.06'  
 CEILING=91.06'  
 INT=72.46'  
 IR=72.62'

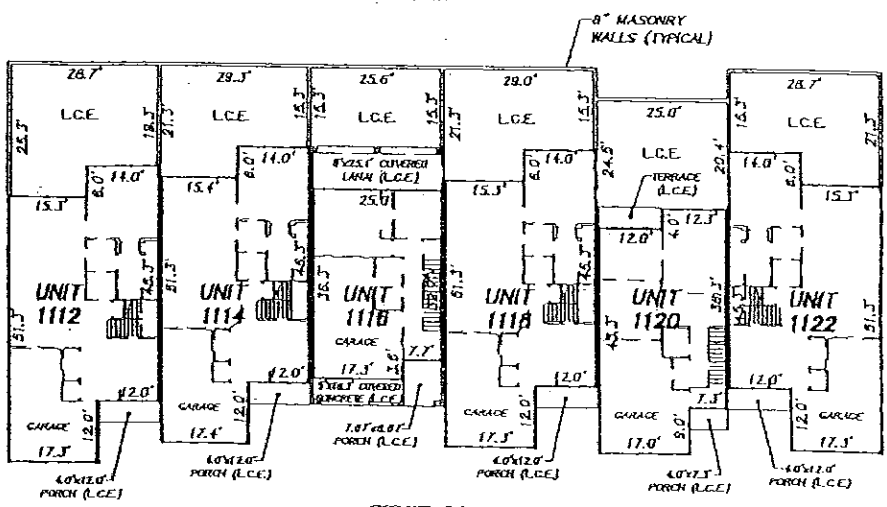
LOOR=72.61'  
 CEILING=81.51'  
 FLOOR=83.06'  
 CEILING=91.06'  
 INT=72.48'  
 IR=72.59'

LOOR=72.25'  
 CEILING=81.15'  
 FLOOR=82.70'  
 CEILING=91.60'  
 LOOR=93.15'  
 1' CEILING=101.15'  
 5' CEILING=98.10'  
 INT=72.12'  
 IR=72.25'

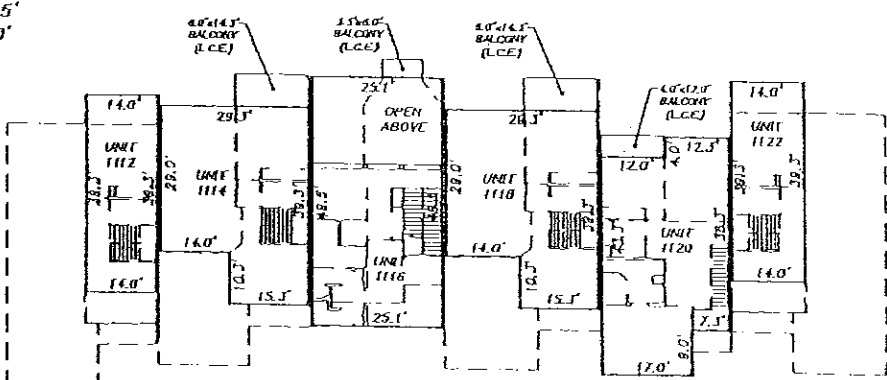
LOOR=72.25'  
 CEILING=81.15'  
 FLOOR=82.65'  
 CEILING=90.65'  
 INT=72.13'  
 IR=72.25'

LOOR=71.91'  
 CEILING=80.81'  
 FLOOR=82.36'  
 CEILING=90.31'  
 INT=71.78'  
 IR=71.88'

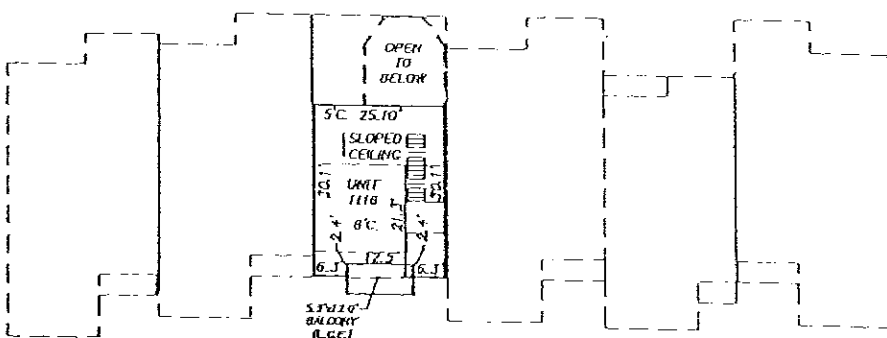
LOOR=71.90'  
 CEILING=80.80'  
 FLOOR=82.35'  
 CEILING=90.35'  
 INT=71.76'  
 IR=71.88'



FIRST FLOOR PLAN  
SCALE: 1"=30'



SECOND FLOOR PLAN  
SCALE: 1"=30'



THIRD FLOOR PLAN  
SCALE: 1"=30'

The quality of this image is equivalent to the quality of the original document.

SHEET 8 OF 17		UNITS 1112-1122	
CLIENT	QUANT & DESIGN	IN SECTION 1, ZONING 16, BLOCK RANGE 24 EAST, LAKE COUNTY, FLORIDA.	
DATE	05/20/21	TITLE OF DRAWING: EXHIBIT A CONDOMINIUM	
DRAWN BY	JOB	ENGINEER	
CHECKED BY	DATE	ARCHITECT	
REVISIONS		PLANNER	
		12/08	

# VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

The quality of this image  
is equivalent to the quality  
of the original document.

## ELEVATIONS:

### UNIT 1124

1st FINISH FLOOR=71.10'  
1st FLOOR CEILING=80.00'  
2nd FINISH FLOOR=81.55'  
2nd FLOOR CEILING=89.50'  
GARAGE FRONT=70.94'  
GARAGE REAR=71.06'

### UNIT 1126

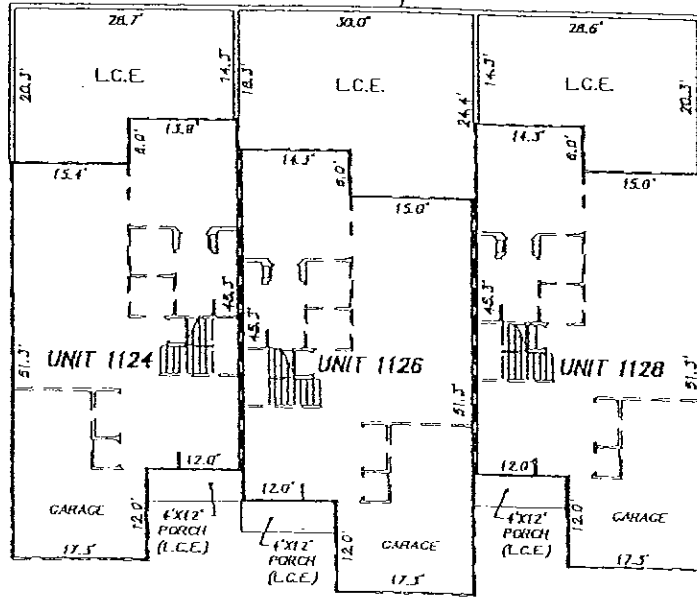
1st FINISH FLOOR=71.44'  
1st FLOOR CEILING=80.39'  
2nd FINISH FLOOR=81.94'  
2nd FLOOR CEILING=89.94'  
GARAGE FRONT=71.33'  
GARAGE REAR=71.43'

### UNIT 1128

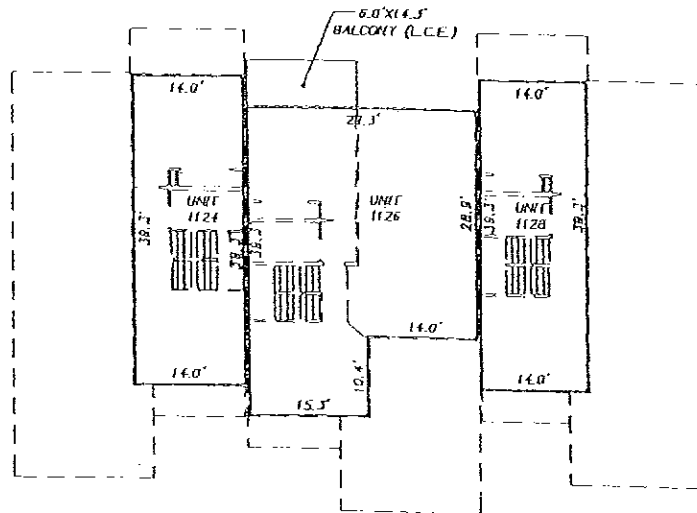
1st FINISH FLOOR=71.77'  
1st FLOOR CEILING=80.67'  
2nd FINISH FLOOR=82.22'  
2nd FLOOR CEILING=90.22'  
GARAGE FRONT=71.62'  
GARAGE REAR=71.76'

L.C.E. = LIMITED COMMON ELEMENT

8" MASONRY  
WALLS (TYPICAL)



FIRST FLOOR PLAN  
SCALE: 1"=20'



SECOND FLOOR PLAN  
SCALE: 1"=20'

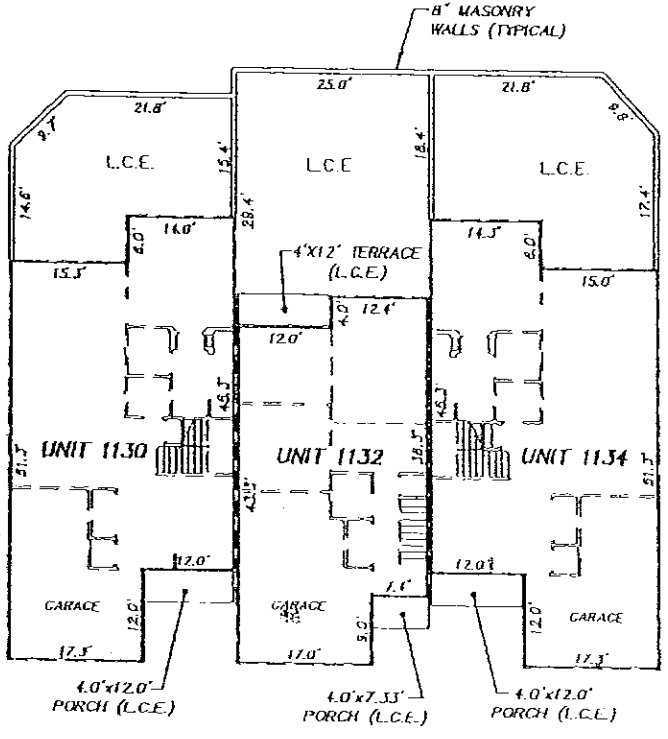
<b>SHEET 8 OF 17</b>		UNITS 1124-1128	
CLIENT	GRANT & EDWARDS	IN BLOCK 7, SUBDIVISION 16, RANGE 14 EAST, LAKE COUNTY, FLORIDA.	
DWG. NO.	03/14/84		
DATE	08/22/84	VILLAS OF SPANISH SPRINGS, A CONDOMINIUM	
DESIGNED BY	YEA		
SCALE	AS SHOWN	SCALE	AS SHOWN
REVISIONS			
		<b>FARNER BARLEY AND ASSOCIATES, INC.</b> ARCHITECTS & ENGINEERS & PLANNERS 18 478	

# VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

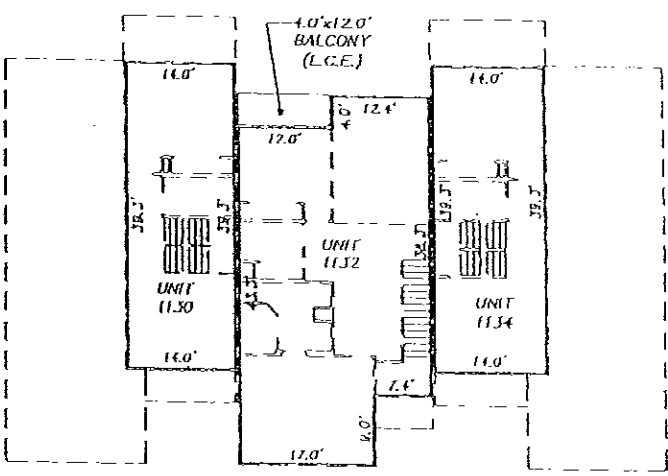
The quality of this image is equivalent to the quality of the original document.

L.C.E. = LIMITED COMMON ELEMENT

- UNIT 1130:**  
 H FLOOR=71.71'  
 R CEILING=80.61'  
 SH FLOOR=82.16'  
 DR CEILING=90.11'  
 FRONT=71.57'  
 REAR=71.67'
- UNIT 1132:**  
 H FLOOR=72.06'  
 R CEILING=80.96'  
 SH FLOOR=82.46'  
 DR CEILING=90.46'  
 FRONT=71.92'  
 REAR=72.00'
- UNIT 1134:**  
 H FLOOR=72.39'  
 R CEILING=81.29'  
 SH FLOOR=82.84'  
 DR CEILING=90.84'  
 FRONT=72.22'  
 REAR=72.33'



FIRST FLOOR PLAN  
SCALE: 1"=20'



SECOND FLOOR PLAN  
SCALE: 1"=20'

<b>SHEET 10 OF 17</b>		UNITS 1130-1134	
CLIENT	CRANT & ORLANDO	IN LOCATION 7, TOWNSHIP 18 NORTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.	
JOB NO.	82111130	VILLAS OF SPANISH SPRINGS, A CONDOMINIUM	
DATE	08/01/01		
DRAWN BY	JSE	CHECKED BY	WSD
SCALE	AS SHOWN	FLOOR	11/1
REVISIONS		DATE	
		ARCHITECTS & ENGINEERS & PLANNERS 11170M 100 NORTH WILSON AVENUE, SUITE 100, ORLANDO, FLORIDA 32837-1117	



# VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

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of the original document.

L.C.E. - LIMITED COMMON ELEMENT

### ELEVATIONS:

#### UNIT 1136

1st FINISH FLOOR=72.34'  
1st FLOOR CEILING=81.24'  
2nd FINISH FLOOR=82.79'  
2nd FLOOR CEILING=90.74'  
GARAGE FRONT=72.21'  
GARAGE REAR=72.28'

#### UNIT 1138

1st FINISH FLOOR=72.33'  
1st FLOOR CEILING=81.23'  
2nd FINISH FLOOR=82.78'  
2nd FLOOR CEILING=91.68'  
3rd FINISH FLOOR=93.23'  
3rd FLOOR 8' CEILING=101.18'  
3rd FLOOR 5' CEILING=98.13'  
GARAGE FRONT=72.22'  
GARAGE REAR=72.31'

#### UNIT 1140

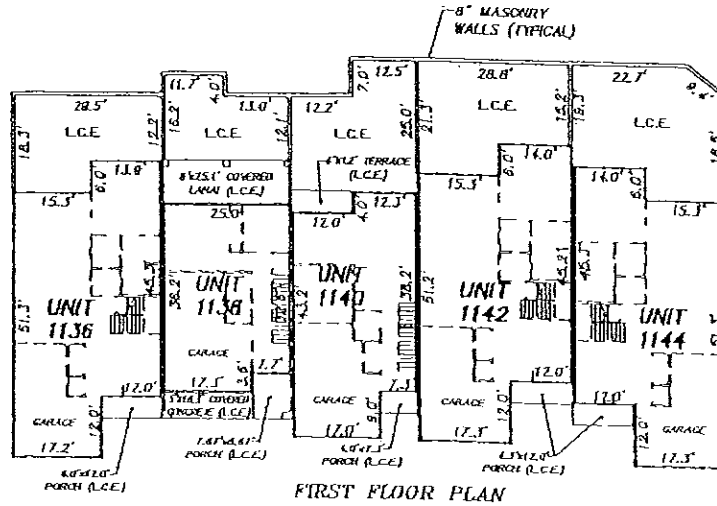
1st FINISH FLOOR=71.98'  
1st FLOOR CEILING=80.88'  
2nd FINISH FLOOR=82.38'  
2nd FLOOR CEILING=91.18'  
GARAGE FRONT=71.88'  
GARAGE REAR=71.97'

#### UNIT 1142

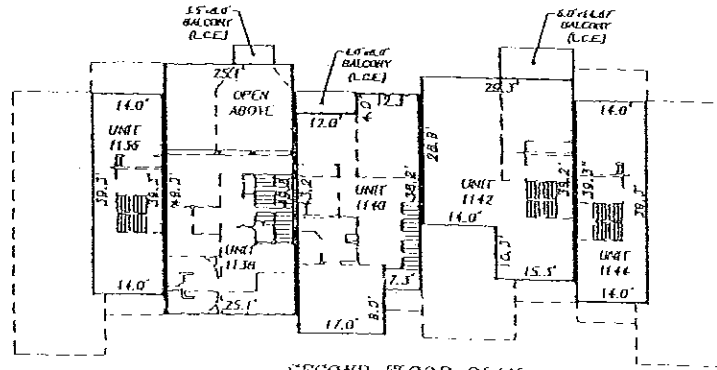
1st FINISH FLOOR=71.98'  
1st FLOOR CEILING=80.88'  
2nd FINISH FLOOR=82.38'  
2nd FLOOR CEILING=90.30'  
GARAGE FRONT=71.88'  
GARAGE REAR=71.94'

#### UNIT 1144

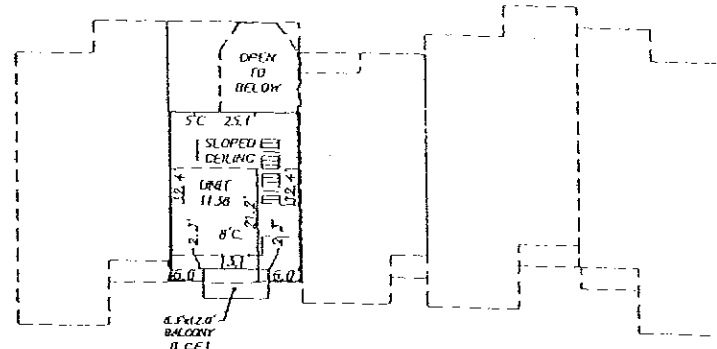
1st FINISH FLOOR=71.66'  
1st FLOOR CEILING=80.56'  
2nd FINISH FLOOR=82.06'  
2nd FLOOR CEILING=90.06'  
GARAGE FRONT=71.56'  
GARAGE REAR=71.62'



FIRST FLOOR PLAN  
SCALE: 1"=30'



SECOND FLOOR PLAN  
SCALE: 1"=30'



THIRD FLOOR PLAN  
SCALE: 1"=30'

<b>SHEET 11 OF 17</b>		<b>UNITS 1138-1144</b>
CLIENT	QUANT & ORDER	BY HODDGE L. DUNNEN OF THE BOWLING RANGE, 24 EAST LAKE COUNTY, FLORIDA,  VILLAS OF SPANISH SPRINGS, A CONDOMINIUM
JOB NO.	DATE	
DATE	DATE	
DESIGNED BY	CHECKED BY	
LEAD BY	DATE	
REVISIONS	DATE	
<b>GARLAND GARLEY</b> AND ASSOCIATES, INC.		ARCHITECTS & INTERIORS & PLANNERS 111 6TH

# LAS OF SPANISH SPRINGS, A CONDOMINIUM

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L.C.E. - LIMITED COMMON ELEMENT

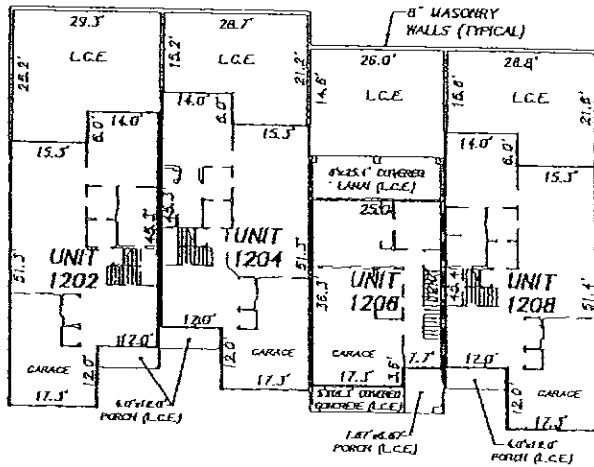
**NOTATIONS:**

**1202**  
 FINISH FLOOR=71.09'  
 DOOR CEILING=80.04'  
 FINISH FLOOR=81.59'  
 DOOR CEILING=89.59'  
 SE FRONT=70.94'  
 SE REAR=71.03'

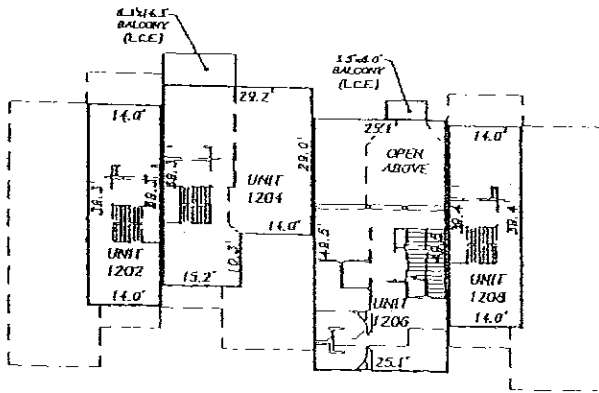
**1204**  
 FINISH FLOOR=71.10'  
 DOOR CEILING=80.00'  
 FINISH FLOOR=81.55'  
 DOOR CEILING=89.55'  
 SE FRONT=70.93'  
 SE REAR=71.04'

**1206**  
 FINISH FLOOR=70.74'  
 DOOR CEILING=79.64'  
 FINISH FLOOR=81.19'  
 DOOR CEILING=90.09'  
 FINISH FLOOR=91.64'  
 DOOR 8' CEILING=99.64'  
 DOOR 5' CEILING=96.64'  
 SE FRONT=70.62'  
 SE REAR=70.70'

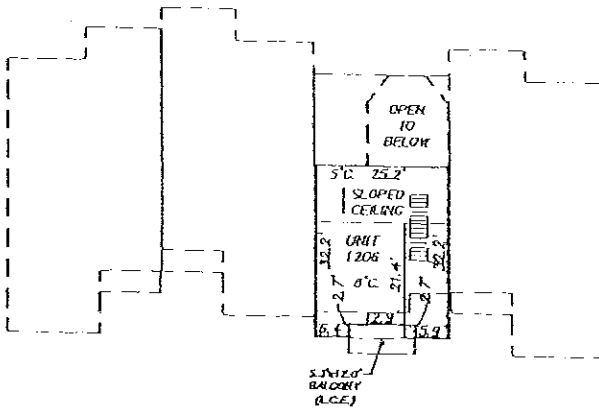
**1208**  
 FINISH FLOOR=70.72'  
 DOOR CEILING=79.57'  
 FINISH FLOOR=81.12'  
 DOOR CEILING=89.12'  
 SE FRONT=70.62'  
 SE REAR=70.68'



FIRST FLOOR PLAN  
 SCALE: 1"=30'



SECOND FLOOR PLAN  
 SCALE: 1"=30'



THIRD FLOOR PLAN  
 SCALE: 1"=30'

<b>SHEET 12 OF 17</b>		<b>UNITS 1202-1208</b>	
CLIENT: CRANE & UTZING	DATE: 04/22/04	IN SECTION 7, TOWNSHIP 36 NORTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.	
JOB NO.: 831111200	DATE: 04/22/04	TOWN OF SPANISH SPRINGS, A CONDOMINIUM	
DRAWN BY: JES	CHECKED BY: NCB	<b>FARNER BARLEY AND ASSOCIATES, INC.</b> ARCHITECTS 18 E. 202	
HEAD FILE: 831111200	TITLE BLOCK: N/A		
REVISIONS:	DATE:		

# VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

The quality of this image is equivalent to the quality of the original document.

L.C.E. - UNITED COMMON ELEMENT

### ELEVATIONS:

#### UNIT 1210

1st FINISH FLOOR=79.50'  
1st FLOOR CEILING=79.40'  
2nd FINISH FLOOR=80.95'  
2nd FLOOR CEILING=80.95'  
GARAGE FRONT=79.40'  
GARAGE REAR=79.48'

#### UNIT 1212

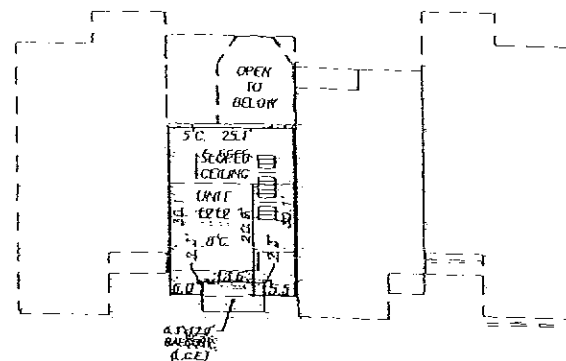
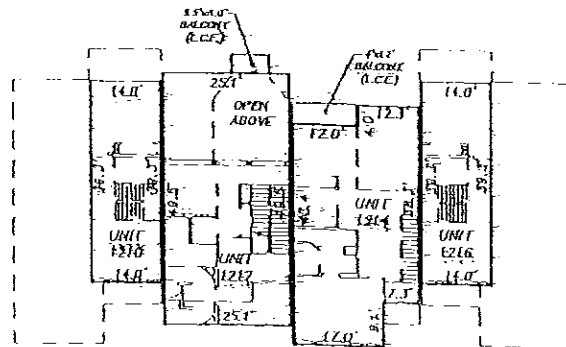
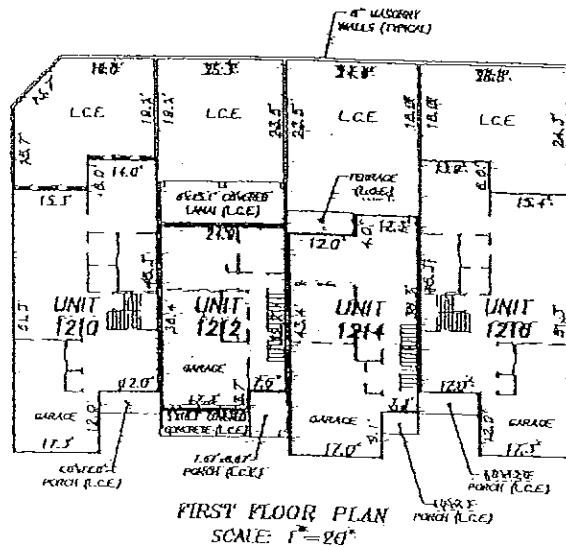
1st FINISH FLOOR=79.55'  
1st FLOOR CEILING=79.45'  
2nd FINISH FLOOR=81.00'  
2nd FLOOR CEILING=80.90'  
3rd FINISH FLOOR=90.55'  
3rd FLOOR 8' CEILING=90.55'  
3rd FLOOR 5' CEILING=95.55'  
GARAGE FRONT=79.42'  
GARAGE REAR=79.48'

#### UNIT 1214

1st FINISH FLOOR=79.81'  
1st FLOOR CEILING=79.81'  
2nd FINISH FLOOR=81.36'  
2nd FLOOR CEILING=81.36'  
GARAGE FRONT=79.79'  
GARAGE REAR=79.87'

#### UNIT 1216

1st FINISH FLOOR=79.85'  
1st FLOOR CEILING=79.75'  
2nd FINISH FLOOR=81.30'  
2nd FLOOR CEILING=81.30'  
GARAGE FRONT=79.75'  
GARAGE REAR=79.89'



SHEET 13 OF 17		UNIT 1210-1216
CLIENT	CREAK & GIBSON	24 SECOND L. TOWNSHIP 14 SOUTH RANGE 24 EAST, T4S R4E W4E
DATE	02/10/98	
DATE	02/10/98	
DRAWN BY	JUL	CHECKED BY
SCALE	AS SHOWN	DATE
REVISIONS		
		VILLAS OF SPANISH SPRINGS A CONDOMINIUM
		BARBER AND ASSOCIATES, INC.
		REGISTERED ARCHITECTS 11/78

# VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

The quality of this image is equivalent to the quality of the original document.

L.C.E. - LIMITED COMMON ELEMENT

8" MASONRY WALLS (TYPICAL)

UNITS:

1  
FLOOR=71.13'  
CEILING=80.03'  
FLOOR=81.58'  
CEILING=89.53'  
FONT=71.00'  
AR=71.09'

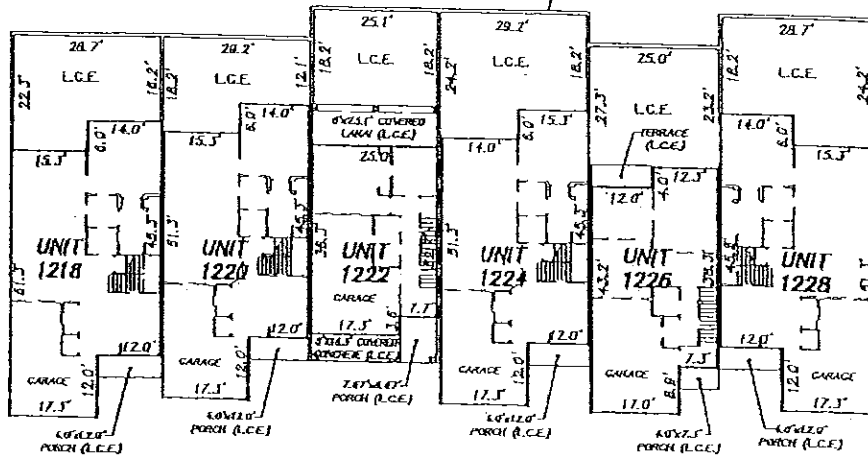
2  
FLOOR=71.15'  
CEILING=80.05'  
FLOOR=81.60'  
CEILING=89.55'  
FONT=71.02'  
AR=71.11'

3  
FLOOR=70.93'  
CEILING=79.83'  
FLOOR=81.38'  
CEILING=90.25'  
FLOOR=91.78'  
8' CEILING=99.78'  
5' CEILING=96.78'  
FONT=70.82'  
AR=70.90'

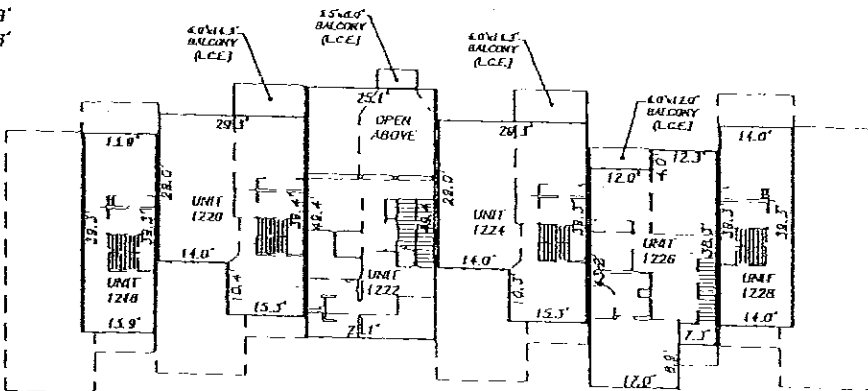
4  
FLOOR=70.80'  
CEILING=79.70'  
FLOOR=81.20'  
CEILING=89.20'  
FONT=70.68'  
AR=70.79'

5  
FLOOR=70.42'  
CEILING=79.32'  
FLOOR=80.87'  
CEILING=88.82'  
FONT=70.41'  
AR=70.32'

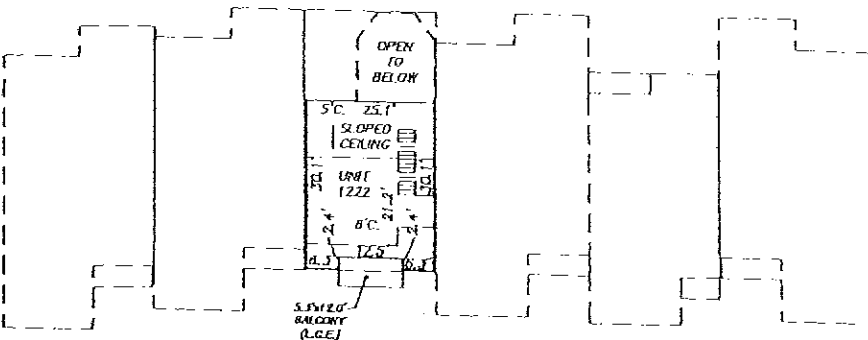
6  
FLOOR=70.46'  
CEILING=79.36'  
FLOOR=80.91'  
CEILING=88.91'  
FONT=70.32'  
AR=70.42'



FIRST FLOOR PLAN  
SCALE: 1"=30'



SECOND FLOOR PLAN  
SCALE: 1"=30'



THIRD FLOOR PLAN  
SCALE: 1"=30'

SHEET 14 OF 17		UNITS 1218-1228	
CLIENT	GRACE & OSBORN	IN SECTION 2, TOWNSHIP 18 RANGE, SPANISH SPRING 24 CADD, LAKE COUNTY, FLORIDA.	
DRAWN BY	DAVID J. J. R.D. BOOK	VILLAS OF SPANISH SPRINGS, A CONDOMINIUM	
CHECKED BY	DAVID J. J. R.D. BOOK	FARNER BARLEY AND ASSOCIATES, INC.	
DATE	04/24/01	A CONSULTING ENGINEERING AND ARCHITECTURAL FIRM	

# VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

The quality of this image is equivalent to the quality of the original document.

L.C.E. = UNITED COMMON ELEMENT

### ELEVATIONS:

#### UNIT 1230

1st FINISH FLOOR=70.08'  
1st FLOOR CEILING=78.99'  
2nd FINISH FLOOR=80.48'  
2nd FLOOR CEILING=88.48'  
GARAGE FRONT=69.95'  
GARAGE REAR=70.06'

#### UNIT 1232

1st FINISH FLOOR=70.09'  
1st FLOOR CEILING=79.04'  
2nd FINISH FLOOR=80.59'  
2nd FLOOR CEILING=89.44'  
3rd FINISH FLOOR=90.99'  
3rd FLOOR 8' CEILING=98.99'  
3rd FLOOR 5' CEILING=95.84'  
GARAGE FRONT=69.97'  
GARAGE REAR=70.04'

#### UNIT 1234

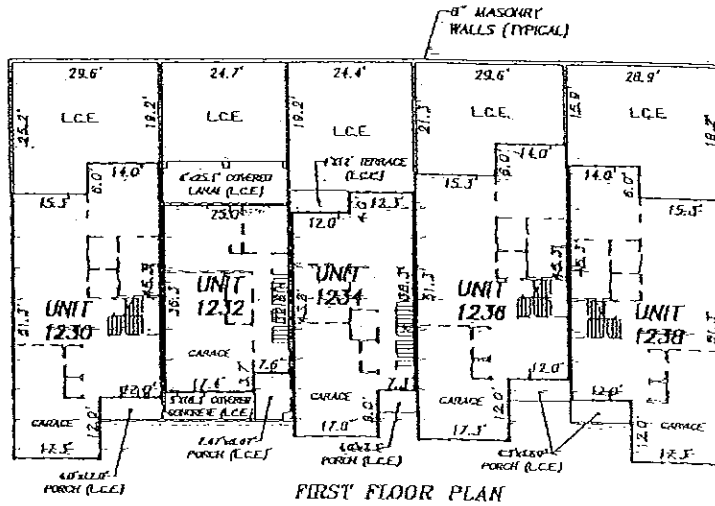
1st FINISH FLOOR=69.73'  
1st FLOOR CEILING=78.63'  
2nd FINISH FLOOR=80.18'  
2nd FLOOR CEILING=88.18'  
GARAGE FRONT=69.61'  
GARAGE REAR=69.72'

#### UNIT 1238

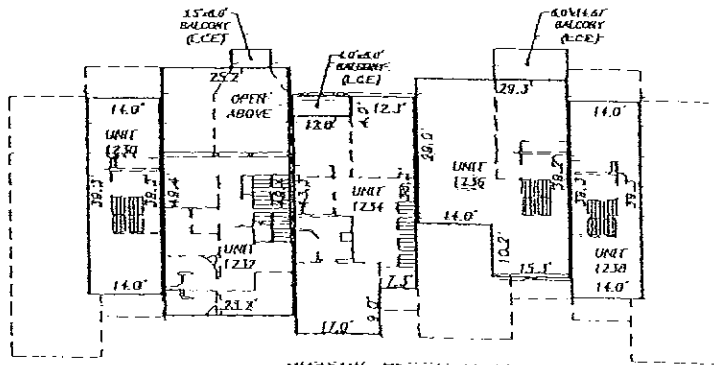
1st FINISH FLOOR=69.71'  
1st FLOOR CEILING=78.61'  
2nd FINISH FLOOR=80.16'  
2nd FLOOR CEILING=88.11'  
GARAGE FRONT=69.58'  
GARAGE REAR=69.68'

#### UNIT 1239

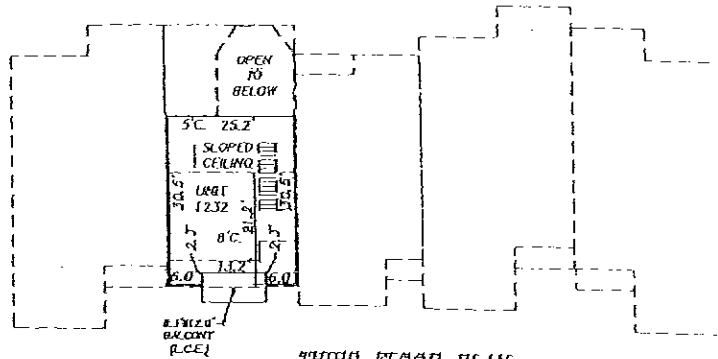
1st FINISH FLOOR=69.44'  
1st FLOOR CEILING=78.24'  
2nd FINISH FLOOR=79.79'  
2nd FLOOR CEILING=87.79'  
GARAGE FRONT=69.24'  
GARAGE REAR=69.32'



FIRST FLOOR PLAN  
SCALE: 1"=30'



SECOND FLOOR PLAN  
SCALE: 1"=30'



THIRD FLOOR PLAN  
SCALE: 1"=30'

<b>SHEET 15 OF 17</b>		UNITS 1230-1239
CLIENT: VILLAS OF SPANISH SPRINGS JOB NO.: 1230-1239 DATE: 08/20/04 DRAWN BY: JSC CHECKED BY: TMB TITLE: ARCHITECT PROJECT: VILLAS OF SPANISH SPRINGS, A CONDOMINIUM	IN SECTION 7, TOWNSHIP 16 NORTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.  VILLAS OF SPANISH SPRINGS, A CONDOMINIUM	ARCHITECT: ENGINEER: PLUMBER: U-1000
FARNER BARLEY AND ASSOCIATES, INC.		REGISTERED PROFESSIONAL ARCHITECT LICENSE NO. 12345

# VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

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### ELEVATIONS:

#### UNIT 1231

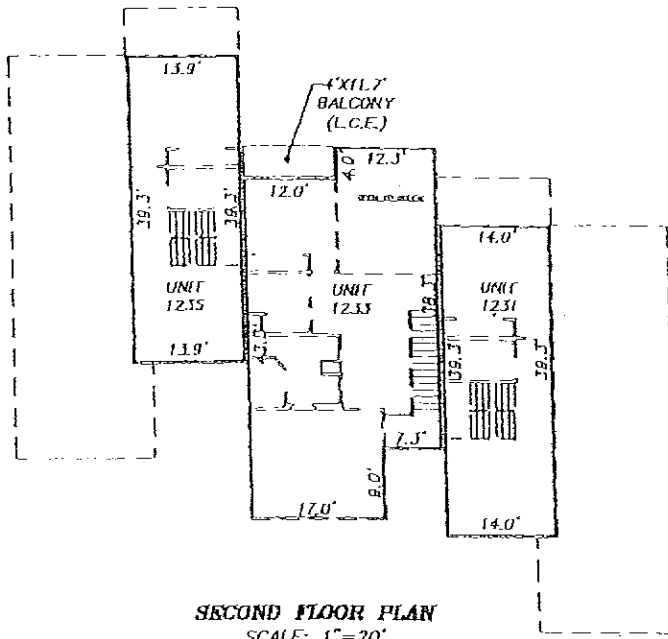
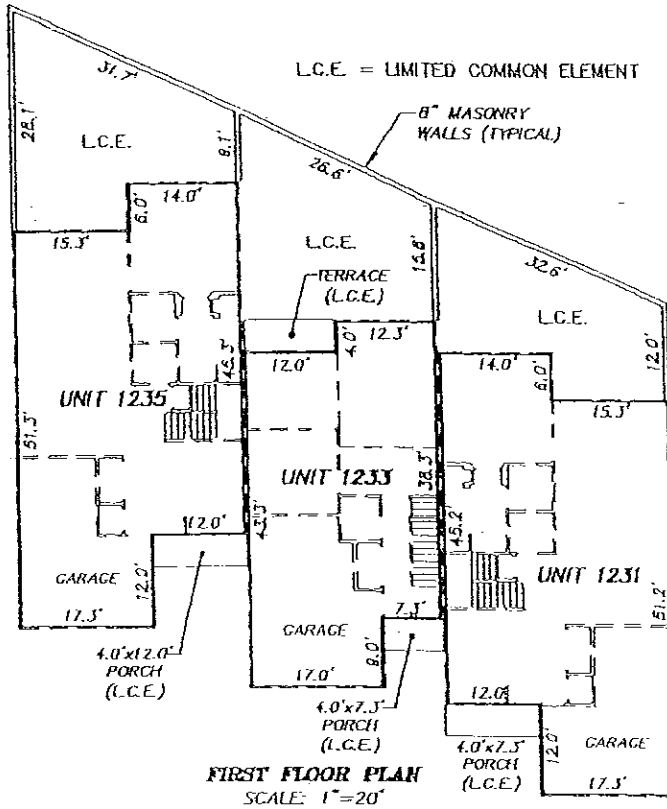
1st FINISH FLOOR=69.52'  
1st FLOOR CEILING=78.42'  
2nd FINISH FLOOR=79.97'  
2nd FLOOR CEILING=87.92'  
GARAGE FRONT=69.45'  
GARAGE REAR=69.47'


#### UNIT 1233

1st FINISH FLOOR=69.51'  
1st FLOOR CEILING=78.46'  
2nd FINISH FLOOR=79.96'  
2nd FLOOR CEILING=87.91'  
GARAGE FRONT=69.38'  
GARAGE REAR=69.48'

#### UNIT 1235

1st FINISH FLOOR=69.13'  
1st FLOOR CEILING=78.03'  
2nd FINISH FLOOR=79.58'  
2nd FLOOR CEILING=87.58'  
GARAGE FRONT=69.02'  
GARAGE REAR=69.08'



<b>SHEET 16 OF 17</b>		UNITS 1231-1236
CLIENT: GRANT & BERRY		IN SECTION 2, TOWNSHIP 15 SOUTH, RANGE 14 EAST, LAKE COUNTY, FLORIDA.
DATE: 02/22/81	DESIGNED BY: WEA	VILLAS OF SPANISH SPRINGS, A CONDOMINIUM
HEAD PEE: R. S. BERRY, JR.	CHECKED BY: WEA	
DATE: 02/22/81	DATE: 02/22/81	 <b>GARNER BAILEY</b> ARCHITECTS & PLANNERS 1511 W. UNIVERSITY AVENUE, SUITE 100, GAITHERSBURG, MD 20878
DATE: 02/22/81	DATE: 02/22/81	

# PLANS OF SPANISH SPRINGS, A CONDOMINIUM

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L.C.E. = LIMITED COMMON ELEMENT

**UNIT 1237:**

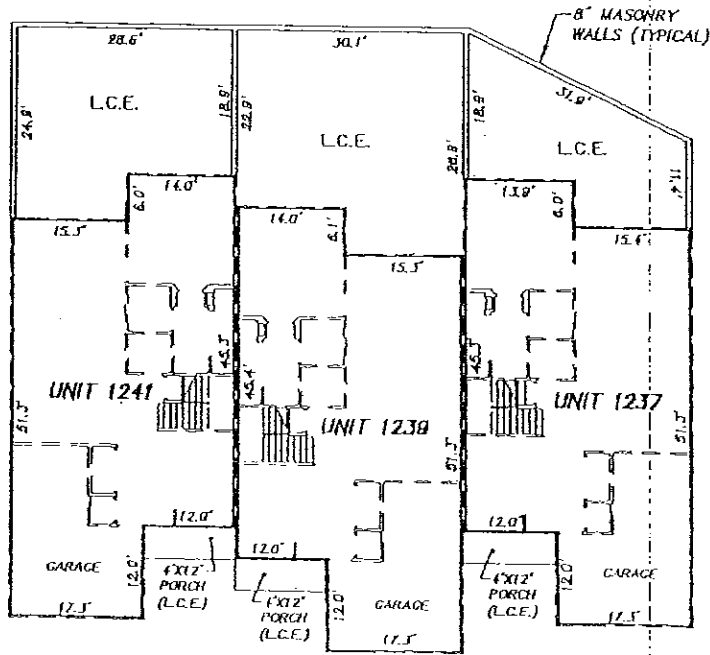
- FINISH FLOOR=68.38'
- FLOOR CEILING=77.25'
- FINISH FLOOR=78.78'
- FLOOR CEILING=86.75'
- AGE FRONT=68.28'
- AGE REAR=68.30'

**UNIT 1239:**

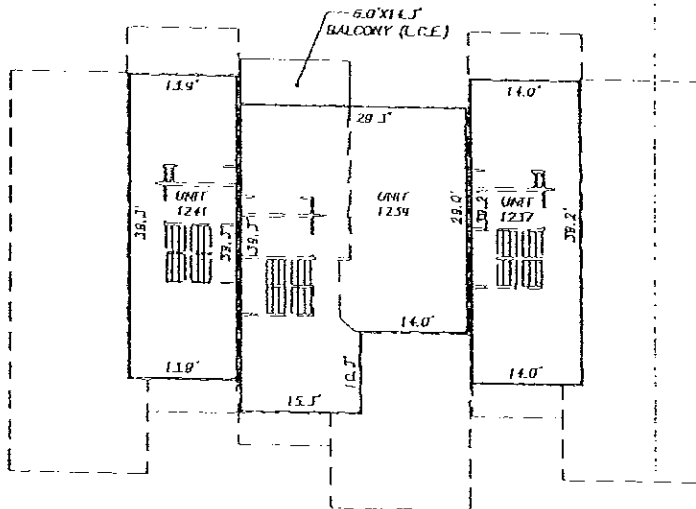
- FINISH FLOOR=68.01'
- FLOOR CEILING=76.91'
- FINISH FLOOR=78.46'
- FLOOR CEILING=86.45'
- AGE FRONT=67.93'
- AGE REAR=67.96'

**UNIT 1241:**

- FINISH FLOOR=67.70'
- FLOOR CEILING=76.55'
- FINISH FLOOR=78.10'
- FLOOR CEILING=86.05'
- AGE FRONT=67.59'
- AGE REAR=67.67'



FIRST FLOOR PLAN  
SCALE: 1"=20'



SECOND FLOOR PLAN  
SCALE: 1"=20'

<b>SHEET 17 OF 17</b>		<b>UNIT 1237-1241</b>	
CLIENT	CHARTER & COMPANY	BY SECTION 1, VOUCHER IN OFFICE, DRAWN BY CASEY LAKE COUNTY, COLORADO.	
DATE	08/22/21	PLANS OF SPANISH SPRINGS, A CONDOMINIUM	
DRAWN BY	JTS	DESIGNED BY	JTS
SCALE	AS SHOWN	DATE	8/22/21
		ARCHITECTS & PLANNERS IN COLO	

EXHIBIT "C"

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FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

October 5, 2001

VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATIO  
1100 MAIN STREET  
THE VILLAGES, FL 32159

The Articles of Incorporation for VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC. were filed on October 4, 2001, and assigned document number N01000007053. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H01000104758.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Freida Chesser  
Corporate Specialist  
New Filings Section  
Division of Corporations

Letter Number: 801A00055778

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

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# State of Florida



## Department of State

I certify from the records of this office that VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 4, 2001.

The document number of this corporation is N01000007053.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 801A00055778-100501-N01000007053-1/1, noted below.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fifth day of October, 2001

Authentication Code: 801A00055778-100501-N01000007053-1/1



CR2EO22 (1-99)

*Katherine Harris*  
Katherine Harris  
Secretary of State

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ARTICLES OF INCORPORATION  
OF  
VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT FOR PROFIT

The undersigned incorporators by these articles associate themselves for the purpose of forming a corporation not for profit under the laws of the state of Florida, and adopt the following articles of incorporation:

ARTICLE I. NAME AND ADDRESS

The name of this corporation is VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "association," these articles of incorporation as the "articles," and the bylaws of the association as the "bylaws."

The street address of the initial principal office of the association is 1100 Main Street, The Villages, Florida 32159.

ARTICLE II. TERM OF EXISTENCE

The association shall have perpetual existence.

ARTICLE III. PURPOSE

This association is organized for the purpose of providing an entity under the Florida Condominium Act ("the Act") for the operation of a condominium located in Lake County, Florida, and known as Villas of Spanish Springs, A Condominium ("the condominium"), to be created under the declaration of condominium ("the declaration").

ARTICLE IV. MEMBERS

The qualification of members and the manner of their admission shall be as regulated by the bylaws.

ARTICLE V. INITIAL REGISTERED OFFICE  
AND REGISTERED AGENT

The street address of the initial registered office of this association is 1100 Main Street, The Villages, Florida 32159 and the name of the initial registered agent of this association at that address is Craig W. Little.

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ARTICLE VI. BOARD OF DIRECTORS


The number of persons constituting the first board of directors shall be three and their names and addresses are as follows:

NAME	ADDRESS
D.W. Mathews	1100 Main Street, The Villages, Florida 32159
Mark G. Morse	1100 Main Street, The Villages, Florida 32159
Jennifer Parr	1100 Main Street, The Villages, Florida 32159

The name and address of the incorporator to these articles is Mark G. Morse, 1100 Main Street, The Villages, Florida 32159.

The method of election of directors is provided in the bylaws.

IN WITNESS WHEREOF the undersigned incorporator has executed these Articles of Incorporation on this 4<sup>th</sup> day of October, 2001.

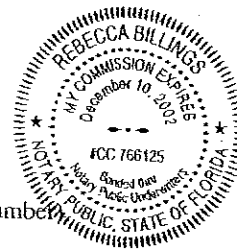
  
 \_\_\_\_\_  
 Mark G. Morse  
 Incorporator

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of October, 2001, by Mark G. Morse, Incorporator, who did not take an oath.

Rebecca Billings  
 NOTARY PUBLIC-STATE OF FLORIDA  
 (Signature of Notary)

[SEAL]



Rebecca Billings  
 (Typed name of Notary)

(Commission Number)  
 Type of Identification Produced: \_\_\_\_\_

Personally known  or  
 Produced Identification

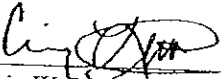
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**ACCEPTANCE BY REGISTERED AGENT**

I am familiar with and accept the duties and responsibilities as registered agent for said corporation.

  
\_\_\_\_\_  
Craig W. Little

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EXHIBIT "D"

**First  
Amended and Restated**

**Bylaws for:**

**Villas of Spanish Springs  
Condominium Owners Association, Inc.**

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**FIRST AMENDED AND RESTATED  
BYLAWS  
OF  
VILLAS OF SPANISH SPRINGS  
CONDOMINIUM OWNERS ASSOCIATION, INC.**

**I. IDENTITY**

These are the First Amended and Restated Bylaws of VILLAS OF SPANISH SPRINGS OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the state of Florida ("the Association"), organized for the purpose of operating that certain condominium located in Lake County, Florida, and known as Villas of Spanish Springs, a condominium ("the Condominium").

1.1 Principal Office. The principal office of the Association shall be at 1020 Lake Sumter Landing, The Villages, Florida 32162, or at such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be from January 1<sup>st</sup> through December 31<sup>st</sup>.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

1.4 Definitions. For convenience, these First Amended and Restated Bylaws shall be referred to as "the Bylaws"; the Articles of Incorporation of the Association as "the Articles"; and the Declaration of Condominium for the Condominium as "the Declaration." The other terms used in these Bylaws shall have the same definitions and meanings as those in F.S. Chapter 718, the Condominium Act ("the Act"), as well as those in the Declaration and the Articles, unless otherwise provided in these Bylaws or unless the context otherwise requires.

**II. MEETINGS OF MEMBERS AND VOTING**

2.1 Annual Meeting. The annual meeting of the members shall be held on the date and at the place and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

2.2 Special Meetings. Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the Secretary, unless the President, Board of Directors, or Members requesting the meeting shall designate another person to do so, on receipt of a written request from at least 10% of the voting interests of the Association. Requests for a meeting by the members shall state the purpose for the meeting. Business conducted at any special meeting shall be limited to the matters stated in the notice for the meeting. The provisions of this section, as applicable, shall be modified by the provisions of F.S. 718.112(2)(e), concerning budget meetings;

F.S. 718.112(2)(j), concerning recall; F.S. 718.112(2)(f), concerning budget reserves; and F.S. 718.301(1)-(2), concerning election of Directors by Unit Owners other than the Developer.

2.3 Notice of Annual Meeting. Written notice of the annual meeting, which notice must include an agenda, shall be mailed or hand delivered to each Unit Owner at least 14 days and not more than 60 days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the Condominium property at least 14 continuous days before the annual meeting. An Officer of the Association shall provide an Affidavit or United States Post Office Certificate of Mailing, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered to each Unit Owner at the address last furnished to the Association. Unit Owners may waive notice of the annual meeting.

2.4 Notice of Special Meetings, Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings generally shall be in writing, state the place, day, and hour of the meeting, and state the purpose or purposes for which the meeting is called. The notice shall be delivered to each Unit Owner not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. If mailed, the notice shall be considered delivered when deposited in the United States mail addressed to the Unit Owner at the address that appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.5 Notice of Budget Meeting. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the association a notice and a copy of the proposed annual budget, not less than 14 days before the meeting at which the Board will consider the budget. An officer or manager of the Association, or other person providing such notice, shall provide an affidavit affirming compliance with such notice requirements.

2.6 Notice of Meeting to Consider Excessive Budget. If a budget adopted by the Board of Directors requires assessment against the Unit Owners for any calendar year exceeding 115% of the assessment for the preceding year (less any lawfully excluded items), the Board, on written application of 10% of the voting interests to the Board, shall call a special meeting of the Unit Owners within 60 days, on not less than 14 days' written notice to each Unit Owner. An officer or manager of the Association, or other person providing such notice, shall provide an affidavit affirming compliance with such notice requirements.

2.7 Notice of Meeting to Consider Recall of Board Members. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, stating the purpose of the meeting. The notice must be accompanied by a dated copy of a signature list of at least 10% of the Unit Owners. The meeting shall be held not less than 10 days nor more than 60 days from the date the notice of the meeting is given.

2.8 Notice of Meeting to Elect Nondeveloper Directors. Within 75 days after the unit owners other than the developer are entitled to elect a member or members of the board of directors of the Association, the Association shall call an election for the members of the board of directors, and shall give at least 60 days notice thereof.

2.9 Quorum. A quorum at meetings of members shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership.

2.10 Voting.

a. Number of Votes. In any meeting of members, each Unit shall have one voting interest. The vote of a Unit is not divisible.

b. Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage, in which case that larger percentage shall control.

2.11 Membership-Designation of Voting Member. Persons or entities shall become members of the Association on the acquisition of fee title to a Unit in the Condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium. If a Unit is owned by more than one natural person (other than a husband and wife), or a corporation, partnership, or other artificial entity, the voting interest of that Unit shall be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Association in its official records.

2.12 Proxies; Powers of Attorney. Voting interests may be exercised in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy for him or her, and the date the proxy was given. Each proxy shall contain the date, time, and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for more than 90 days after the date of the first meeting for which it was given, and may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the designated person mentioned in section 2.11, or the duly authorized attorney-in-fact of that person or entity (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Unit Owner, properly executed and granting the authority, may exercise the voting interest of that Unit. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. If this provision is not made, substitution is not authorized.

2.13 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; except that when meetings have been called to consider the enactment of a budget to replace a proposed budget that exceeds 115% of the assessments for the preceding year, the meetings may not be adjourned for lack of a quorum and if a quorum is not present the excessive budget shall go into effect as scheduled. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the Condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.14 Waiver of Notice. Unit owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at, or after the meeting for which the waiver is given.

2.15 Action by Members Without a Meeting. Unit owners may take action by written agreement without a meeting, provided written notice is given to the Unit Owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles, or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership. The notice shall set forth a time period within which responses must be made by the members, and responses received after that shall not be considered.

2.16 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection at all reasonable times by any Association member, any authorized representative of the member, and Board members. The minutes shall be retained by the Association for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

2.17 Order of Business. The order of business at annual meetings of members and, as far as practical, at other members' meetings, shall be:

- a. Call to order.
- b. Uncast board member election ballots, if any, shall be collected.
- c. Election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside.
- d. Calling of the roll, certifying of proxies, determination of a quorum.
- e. Proof of notice of meeting or waiver of notice.
- f. Reading and disposal of any unapproved minutes.

- g. Reports of Officers.
- h. Reports of committees.
- i. Appointment of inspectors of election.
- j. Election of Directors.
- k. Unfinished business.
- l. New business.
- m. Adjournment.

2.18 Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board of Directors acting alone:

- a. Amendments to the Declaration, except those made by the Developer recording a Certificate of Surveyor, or as otherwise provided specifically in the Declaration.
- b. Merger of two or more independent condominiums of a single complex to form a single condominium.
- c. Purchase of land or recreation lease.
- d. Cancellation of grants or reservations made by the Declaration, a lease, or other document and any contract made by the Association before the transfer of control of the Association from the Developer to Unit Owners other than the Developer, that provides for operation, maintenance, or management of the Condominium Association or property serving the Unit Owners.
- e. Exercise of option to purchase recreational or other commonly used facilities lease.
- f. Providing no reserves, or less than adequate reserves.
- g. Recall of members of Board of Directors.
- h. Other matters contained in the Declaration, the Articles, or these Bylaws that specifically require a vote of the members.

### III. DIRECTORS

3.1 Number and Qualifications. The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When Unit Owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the Board may decide such a change in the number of Directors comprising

the Board being effective as of the next annual meeting of the members with such vacancies being filled in accordance with Section 3.2. The number of Directors, however, shall never be less than three. Other than those selected by the Developer, Directors must be either Unit Owners, tenants residing in the Condominium, officers of a corporate Unit Owner, or partners of a partnership Unit Owner. No Director (except those selected by the Developer) shall continue to serve on the Board after ceasing to meet those requirements.

3.2 Election of Directors. Directors shall be elected at the annual meeting in the following manner:

- a. The Board of Directors shall be elected by written ballot or voting machine.
- b. Proxies shall not be used to elect the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless the unit owners by affirmative vote approve the use of proxies for that purpose.
- c. The Association shall mail or deliver, whether separately or included in other mailings, a first notice of the date of the election to each Unit Owner no less than 60 days before the scheduled election. The Association shall mail or deliver to the Unit Owners at the addresses listed in the official records of the association a second notice of the election, ballot, and any information sheets timely submitted by the candidates no less than 30 days prior to the scheduled election. The second notice and accompanying documents shall not contain any communication from the Board that endorses, disapproves, or otherwise comments on any candidate.

3.3 Term. Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his or her successor is duly elected and qualified or until he or she is removed in the manner provided in section 3.5. However, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, the members may vote to create classes of directorships having a term of one, two, or three years so that a system of staggered terms will be initiated.

3.4 Vacancies. Except for vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors by the members, irrespective of the length of the remaining term of the vacating Director.

3.5 Removal. Any Director may be recalled and removed from office with or without cause by the affirmative vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit Owners may be called for this purpose by 10% of the voting interests on giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the special meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. No Director shall continue to serve on the Board if, during the Board member's term of office, the Board member's membership in the Association is terminated for any reason.

3.6 Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt of the notice by the Association, unless it states some fixed date in the resignation, and then from the date so fixed. Acceptance of a resignation shall not be required to make it effective.

3.7 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within 10 days of the election at a place and time that shall be fixed by the Directors at the meeting at which they were elected and without further notice except notice to Unit Owners required by F.S. 718.112(2)(c). The Board of Directors may meet immediately following the meeting at which they are elected for the purpose of electing officers and changing banking resolutions without further notice, except for an announcement at the Unit Owners' meeting.

3.8 Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone, or telegraph at least three days before the day named for the meeting with the notice of each meeting posted conspicuously on the Condominium property at least 48 continuous hours before the meeting, except in an emergency.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his or her absence, by the Vice President, and must be called by the Secretary at the written request of one third of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph. The notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Condominium property at least 48 continuous hours before the meeting, except in an emergency.

3.10 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and that waiver shall be considered equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when the Director's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.11 Quorum. A quorum at the meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is required by the Declaration, the Articles, or these Bylaws.

3.12 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting originally called may be transacted without further notice.

3.13 No Proxy. There shall be no voting by proxy at any meeting of the Board of Directors.



3.14 Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against the action or abstains from voting because of an asserted conflict of interest.

3.15 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

3.16 Attendance by Conference Telephone. When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

3.17 Meetings Open to Members. Meetings of the Board of Directors shall be open to all Unit Owners to attend, observe, and speak with reference to all designated agenda items. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

3.18 Presiding Officer. The presiding Officer at Board meetings shall be the President or, in his or her absence, the Vice President, and in his or her absence, the Directors present shall designate any one of their number to preside.

3.19 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection by any Association member or the authorized representative of the member and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

3.20 Executive Committee. The Board of Directors, by resolution, may appoint an executive committee to consist of three or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to: (1) determine the common expenses required for the operation of the Condominium; (2) determine the assessments payable by the Unit Owners to meet the common expenses of the Condominium; (3) adopt or amend rules and regulations covering the details of the operation and use of the Common Elements; (4) purchase, lease, or otherwise acquire Units in the Condominium in the name of the Association; (5) approve any actions or proposals required by the Act, the Declaration, the Articles, or these Bylaws to be approved by Unit Owners; or (6) fill vacancies on the Board of Directors. Meetings of the executive committee shall be open to Unit Owners and shall be noticed in the same manner as a regular board meeting.

3.21 Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.22 Order of Business. The order of business at meetings of Directors shall be:

- a. Calling of roll.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of Officers and committees.
- e. Unfinished business.
- f. New business.
- g. Adjournment.

3.23 Election of Directors by Unit Owners Other than Developer. Unit owners other than the developer are entitled to elect a member or members of the Board of Directors of the Association, under the following schedule:

a. When Unit Owners other than the Developer own 15% or more of the units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect one third of the members of the Board of Directors of the Association.

b. Unit Owners other than the Developer are entitled to elect a majority of the members of the Board of Directors of the Association on the earliest of the following events:

1. Three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers.

2. Three months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers.

3. When all the units that will be operated ultimately by the Association have been completed, some of them have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business.

4. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

5. Seven years after recordation of the Declaration of Condominium, or, in the case of an Association that may ultimately operate more than one Condominium, seven years after recordation of the Declaration for the first Condominium it operates, or, in the case of an

Association operating a phase condominium created under F.S. 718.403, seven years after recordation of the Declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5% in condominiums with fewer than 500 units, or 2% in condominiums with more than 500 units, of the units in a Condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

3.24 Relinquishment of Control. At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously the Developer shall deliver to the Association at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including but not limited to those items specified in the Act. Nothing contained in these Bylaws shall be deemed to prevent the Developer from transferring control of the Association to Unit Owners other than the Developer before the occurrence of the events described in this subsection.

3.25 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Unit Owner may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly-constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

#### IV. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles, and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when that approval specifically is required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, Management, and Operation of Condominium Property. Such power to include a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right or way expansion, or other public purpose, whether negotiated or as a result of eminent domain proceedings.

4.2 Contract, Sue, or be Sued. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities.

4.3 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours as necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.

4.4 Make and Collect Assessments.

4.5 Lease, Maintain, Repair, and Replace the Common Elements.

4.6 Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees, costs, and expenses incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

4.7 Purchase Unit. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey them.

4.8 Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses common elements.

4.9 Purchase Land or Recreation Lease. Any land or recreation lease may be purchased by the Association on the approval of two thirds of the voting interests of the Association.

4.10 Acquire Use Interest in Recreational Facilities. The Association may enter into agreements, acquire leaseholds, memberships, and other possessory or use interest in lands or facilities, such as country clubs, golf courses, marinas, and other recreational facilities, whether contiguous to the Condominium property or not if (1) they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners and (2) if they exist or are created at the time the Declaration was recorded and are fully stated and described in the Declaration.

4.11 Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

4.12 Authorize Certain Amendments. In accordance with Section 15.2 of the Declaration, if it appears that through a drafter's error in the Declaration that the common elements, common expenses, or common surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors or a majority of the voting interests.

4.13 Adopt Rules and Regulations. The Association may adopt reasonable rules and regulations for the operation and use of the common elements, common areas, and recreational facilities serving the Condominium.

4.14 Maintain Official Records. The Association shall maintain all of the records, when applicable, set forth in Article IX of these Bylaws, which shall constitute the official records of the Association.

4.15 Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium property.

4.16 Furnish Annual Financial Reports to Members.

4.17 Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

4.18 Provide Certificate of Unpaid Assessment. Any Unit Owner or unit mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Condominium parcel.

4.19 Pay Annual Fee to the Division of Florida Land Sales, Condominiums, and Mobile Homes for Each Residential Unit Operated by the Association.

4.20 Approve or Disapprove Unit Transfer and Impose Fee. The Association may charge a preset fee of up to \$100 in connection with the approval or disapproval of any proposed mortgage, lease, sublease, sale, or other transfer of a Unit in the Condominium as provided in the Declaration.

4.21 Contract for Operation, Maintenance, and Management of the Condominium.

4.22 Pay Taxes or Assessments Against the Common Elements or Association Property.

4.23 Pay Costs of Utilities Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners.

4.24 Employ Personnel. The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Condominium property and may retain those professional services that are required for those purposes.

4.25 Impose Fines. The Board of Directors may impose fines on Unit Owners in reasonable sums as the Board may deem appropriate, for violations of the Declaration, these Bylaws, or lawfully adopted rules and regulations, by Owners, their guests, invitees, or tenants provided no fine shall exceed One Hundred and 00/100 Dollars (\$100.00) per violation, and provided no such fine for a continuing violation shall exceed One Thousand and 00/100 Dollars (\$1,000.00), in the aggregate. See 7.9.

4.26 Suspend Approval for Delinquent Unit Owner. The Board of Directors may disapprove the prospective tenant of any Unit Owner as long as the Unit Owner is delinquent in the payment of assessments for Common Expenses.

4.27 Authorize Private Use of the Common Elements. The Board of Directors may authorize Unit Owners or others to use portions of the Common Elements for private parties and gatherings. Reasonable charges may be imposed provided a lease is entered into between the Association and the Unit Owner.

4.28 Repair or Reconstruct Improvements After Casualties.

## V. OFFICERS

5.1 Executive Officers. The executive Officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, and an Assistant Secretary. The Officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive Officer of the Association. He or she shall have all of the powers and duties that usually are vested in the office of President of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he or she may determine appropriate. The President shall preside at all meetings of the Board.

5.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

5.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall support the Secretary and shall perform the Secretary's duties in the Secretary's absence.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, that, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.6 Compensation. The compensation, if any, of all Officers and other employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude contracting with a Director for the management of the Condominium.

## VI. FISCAL MANAGEMENT

6.1 Board Adoption of Budget. The Board of Directors shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least 45 days before the end of each fiscal year.

6.2 Budget Requirements. The proposed annual budget of common expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- a. Administration of the Association.
- b. Management fees.
- c. Maintenance.
- d. Rent for recreational and other commonly used facilities.
- e. Taxes on Association property.
- f. Taxes on leased areas.
- g. Insurance.
- h. Security provisions.
- i. Other expenses.
- j. Operating capital.
- k. Fees payable to the Division of Florida Land Sales, Condominiums, and Mobile Homes.
- l. Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula based on estimated remaining useful life and estimated replacement cost of each reserve item. Reserves must be included in the proposed annual budget but may be removed from the final budget if by vote of the majority of the members present at a duly called meeting of the Association they shall determine for a fiscal year to provide no reserves or reserves less adequate than required by F.S. 718.112(2)(f). If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required,

and the result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

6.3 Notice of Budget Meeting. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which the budget will be considered. The meeting shall be open to all the Unit Owners.

6.4 Member Rejection of Excessive Budget. If a budget adopted by the Board of Directors requires assessments against the Unit Owners in any fiscal year exceeding 115% of the assessment for the previous year, the Board, on written application of 10% of the voting interests, shall call a special meeting of the Unit Owners within 60 days. The special meeting shall be called on not less than 14 days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and adopt a budget, which adoption requires an affirmative vote of not less than a majority of all voting interests. If, at the special meeting, a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. Provisions for reasonable reserves for repair or replacement of the Condominium property, nonrecurring expenses, and assessments for betterment to the Condominium property shall be excluded from the computation in determining whether assessments exceed 115% of similar assessments in the previous year.

6.5 Alternative Budget Adoption by Members. At its option, for any fiscal year, the Board of Directors may propose a budget to the Unit Owners at a meeting of members or in writing. If the proposed budget is approved by the Unit Owners at the meeting or by a majority of all voting interests in writing, the budget shall be adopted.

6.6 Budget Restraints on Developer. As long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the previous year's assessment without approval of a majority of all voting interests other than those held by the Developer.

6.7 Accounting Records and Reports. The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The records shall include, but are not limited to:

- a. Accurate, itemized, and detailed records of all receipts and expenditures.
- b. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.
- c. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
- d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year. Within 60 days after the



end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months.

6.8 Depository. The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons authorized by the Board of Directors.

6.9 Fidelity Bonding or Insurance of Persons Controlling or Disbursing Funds. Each Officer and Director of the Association who controls or disburses its funds shall be bonded, in accordance with Florida Statute 718.111(11)(d), by a fidelity bond or insurance policy in the principal sum of not less the maximum amount of funds that will be in the association's or its management agent's custody at any one time. The cost of bonding shall be at the expense of the Association.

## VII. ASSESSMENTS AND COLLECTION

7.1 Assessments, Generally. Assessments shall be made against the Units not less frequently than quarterly in the discretion of the Board of Directors. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against Units in the proportions or percentages provided in the Declaration.

7.2 Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for common expenses, as determined by the Board of Directors, shall be set forth in a written notice of the assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within the time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of the assessment. The funds collected under a special assessment shall be used only for the specific purpose or purposes set forth in the notice, or returned to the Unit Owners. Excess funds may be used to reduce the next year's annual assessments. On completion of the specific purpose or purposes, however, any excess funds shall be considered common surplus.

7.3 Charges for Other than Common Expenses. Charges by the Association against individual members for other than common expenses shall be payable in advance and the billing and collection thereof may be administered by the Association. Charges for other than common expenses may be made only after approval of a member or when expressly provided for in the Declaration or other Condominium documents. These charges may include, without limitation, charges for the use of the Condominium property or recreation area, maintenance services furnished at the expense of a member, and other services furnished for the benefit of a member.

7.4 Liability for Assessments. Each Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Unit Owner. The Unit Owner and grantee are jointly and severally liable for all unpaid assessments that came due up to the time of transfer of title. A first mortgagee or its successor or assignee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

a. the unit's unpaid common expenses and regular periodic assessments that accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

b. one percent of the original mortgage debt.

The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

A Unit Owner's liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

7.5 Assessments; Amended Budget. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 Collection: Interest, Application of Payment. Assessments and installments on them, if not paid within 10 days after the date they become due, shall, as detailed in Section 19 of the Declaration, bear interest at the rate of 18% per year until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

7.7 Lien for Assessment. The Association has a lien on each Condominium parcel to secure the payment of assessments. The lien is effective for one year after the claim of lien is recorded in the public records of Lake County, Florida unless, within that time, an action to enforce the lien is commenced. The claim of lien shall secure all unpaid assessments that are due and that may accrue after the recording of the claim of lien and before the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. The lien is subordinate to any mortgage on the Condominium parcel recorded before it.

7.8 Collection: Suit, Notice. The Association may bring an action to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an

action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Unit Owner of its intention to foreclose its lien at least 30 days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address.

7.9 Fines. Before levying a fine under section 4.25, the Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. The notice shall include:

- a. a statement of the date, time and place of the hearing;
- b. a statement of the provisions of the Declaration, these Bylaws, and lawfully adopted rules and regulations that have allegedly been violated; and
- c. a short and plain statement of the matters asserted by the Association.

The hearing must be held before a Committee of other Unit Owners. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved to a Committee of other Unit Owners and the Board of Directors and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the Committee of other Unit Owners does not agree with the fines, the fine may not be levied. Each day of violation shall be a separate violation provided, however, limits for such fines shall be as set forth in Section 4.25 hereof. The affected Unit Owner, whether the offending party or not, shall always be given notice of the hearing. No fine shall become a lien against a Unit. No fines may be levied against unoccupied Units.

## VIII. ASSOCIATION CONTRACTS, GENERALLY

8.1 Fair and Reasonable; Cancellation. Any contracts made by the Association before the Unit Owners assume control from the Developer must be fair and reasonable. All contracts for the operation, maintenance, or management of the Association or property serving the Unit Owners, made by the Association, whether before or after assumption of control of the Association by the Unit Owners, must not be in conflict with the powers and duties of the Association or the rights of the Unit Owners. Contracts made by the Association before the Unit Owners assume control may be canceled by the Unit Owners after assumption of control in the manner and under the circumstances as provided in the Act.

8.2 Laundry-Related Vending Equipment. The Developer may obligate the Association under lease or other contractual arrangements for laundry-related vending equipment. The leases or agreements for the vending equipment may not be subject to cancellation by Unit Owners other than the Developer if those leases or agreements contain certain provisions as prescribed by the Act.

8.3 Escalation Clauses in Management Contracts Prohibited. No management contract entered into by the Association shall contain an escalation clause, since they have been declared to be against the public policy of the state of Florida.

8.4 Requirements for Maintenance and Management Contracts. Written contracts for operation, maintenance, and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- a. Specification of the services, obligations, and responsibilities of the service provider.
- b. Specification of costs for services performed.
- c. An indication of frequency of performance of services.
- d. Specification of minimum number of personnel to provide the contracted services.
- e. The disclosure of any financial or ownership interest that the Developer has in the service provider, if the Developer is in control of the Association.

#### **IX. ASSOCIATION OFFICIAL RECORDS**

The Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the official records of the Association:

- a. A copy of the plans, permits, warranties, and other items provided by the Developer under F.S. 718.301(4).
- b. A photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments thereto.
- c. A photocopy of the recorded Bylaws of the Association and all amendments thereto.
- d. A certified copy of the Articles of Incorporation of the Association and all amendments thereto.
- e. A copy of the current rules of the Association.
- f. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven years.
- g. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Unit's ownership, together with a copy of any mortgage on the Unit and any satisfaction of that mortgage.
- h. All current insurance policies of the Association and Condominiums operated by the Association.

- i. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.
- j. Bills of sale or transfer for all property owned by the Association.
- k. The accounting records required in 6.7.
- l. Ballots, sign-in sheets, and voting proxies, which shall be maintained for a period of one year from the date of the election, vote, or meeting to which the proxy relates.
- m. All rental records when the Association is acting as agent for the rental of Condominium Units.
- n. A copy of the current Frequently Asked Questions and Answers Sheet in a form adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes.
- o. All other records of the Association not specifically included in the foregoing that are related to the operation of the Association.

The official records of the Association shall be maintained within the state of Florida and shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. The Association shall provide the records within 5 working days after receipt of a written request. The failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. Copies of the Declaration, Articles of Incorporation, Bylaws, rules, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in F.S. 718.504, shall be kept on the Condominium property and shall be made available to Unit Owners and prospective purchasers on payment by Unit Owners and prospective purchasers of the actual costs for preparing and furnishing these documents to those requesting the same.

## X. OBLIGATIONS OF OWNERS

10.1 Violations, Notice, Actions. In the case of a violation (other than the nonpayment of an assessment) by a Unit Owner of any of the provisions of the Act, the Declaration, the Articles, these Bylaws, or any lawfully adopted rules and regulations, the Association by direction of its Board of Directors may transmit to the Unit Owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of 30 days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

- a. File an action to recover for its damages on behalf of the Association or on behalf of other Unit Owners.

b. File an action for injunctive relief requiring the offending Unit Owner to take or desist from taking certain actions.

c. File an action for both damages and injunctive relief.

A Unit Owner may bring an action against the Association or any Director for damages, injunctive relief, or both, if the Association or a Director willfully and knowingly fails to comply with the provisions of the Act, the Declaration, the Articles, these Bylaws, or the rules and regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under section 4.25 of these Bylaws.

10.2 Attorneys' Fees. In any action brought under the provisions of section 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

10.3 No Waiver of Rights. Neither a Unit Owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a Unit Owner or the purposes of the provision, except that Unit Owners or Board members may waive notice of specific meetings in writing.

## **XI. ARBITRATION OF INTERNAL DISPUTES**

All issues or disputes that are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be resolved through mandatory nonbinding arbitration as provided in Florida Statute 718.1255.

## **XII. LIABILITY SURVIVES MEMBERSHIP TERMINATION**

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Condominium during the period of membership nor impair any rights or remedies that the Association may have against the former member arising out of membership and his or her covenants and obligations incident to that membership.

## **XIII. LIMITATIONS ON UNIT OWNER LIABILITY FOR USE OF COMMON ELEMENTS**

Each Unit Owner may be personally liable for the acts or omissions of the Association relating to the use of the Common Elements. That liability shall be shared with other Unit Owners in the same percentages as their respective interests in the Common Elements. No individual Unit Owner's liability shall exceed the value of his or her Unit.

#### XIV. PARLIAMENTARY RULES

ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles, or these Bylaws.

#### XV. RULES AND REGULATIONS

15.1 Board May Adopt. The Board of Directors from time to time may adopt and amend reasonable rules and regulations governing the details of the use and operation of the Common Elements, Association property, and recreational facilities serving the Condominium.

15.2 Posting and Furnishing Copies. A copy of the rules and regulations adopted from time to time by the Board of Directors, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the Condominium property and a copy furnished to each Unit Owner. No rule, regulation, or amendment shall become effective until 30 days after posting, except in the case of an emergency, in which case the rule, regulation, or amendment shall become effective immediately on posting.

15.3 Limitations on Authority. The Board of Directors may not unreasonably restrict any Unit Owner's right to peaceably assemble or to invite public officers or candidates for public office to appear and speak in Common Elements, Association property, common areas, and recreational facilities. The Board may not deny any resident of the Condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

15.4 Reasonableness Test. Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness, and peace of mind of the Unit Owners and uniformly applied and enforced.

#### XVI. RESTRICTIONS ON AND REQUIREMENTS FOR USE, MAINTENANCE, AND APPEARANCE OF UNITS

16.1 Where Contained. Restrictions on the use, maintenance, and appearance of the individual Condominium Units shall be as stated in the Declaration and no amendments to the restrictions shall be contained elsewhere than in the Declaration as adopted by a vote of the Unit Owners conducted in the manner prescribed in these Bylaws.

16.2 Tests for Validity of Restrictions. Restrictions contained in the Declaration and any amendments duly adopted by a vote of the Unit Owners shall be valid and in the nature of covenants running with the land, unless it is shown that they (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional right.

#### XVII. PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

- a. The Act, as it existed on the date of recording the Declaration.
- b. The Declaration.
- c. The Articles.
- d. These Bylaws.
- e. The rules and regulations.

#### **XVIII. INDEMNIFICATION**

Every Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he or she may be a party, or in which he or she may become involved by reason of being or having been an Officer or Director of the Association, whether or not an Officer or Director at the time the expenses are incurred. The Officer or Director shall not be indemnified if adjudged guilty of gross negligence or willful misconduct or if he or she shall have breached the fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or Officer may be entitled.

#### **XIX. DEFECTIVE CONDOMINIUM DOCUMENTS; CURATIVE PROVISIONS**

Under F.S. 718.110(10), the Association or a Unit Owner may petition the circuit court having jurisdiction in the county in which the Condominium property is situated to correct an error or omission in the Declaration or any other documents required to establish the Condominium, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Act. In any case, after three years from the filing of the Declaration, it shall be deemed to be effective under the Act to create a Condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

#### **XX. AMENDMENTS**

Amendments to these Bylaws shall be proposed and adopted in the following manner:

20.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

20.2 Adoption. An amendment may be proposed either by a majority of the Board of Directors or by not less than one third of the voting interests of the Association. The amendment shall be adopted if it is approved by not less than two thirds of the voting interests of the Association.

20.3 Limitation. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment abridge, alter, or amend the rights of the Developer or mortgagees of Units without their consent.



20.4 Recording. A copy of each amendment shall be attached to or included in a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate, which shall identify the first page of the book and page of the public records where the Declaration of each Condominium operated by the Association is recorded, shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county where the Declaration is recorded.

20.5 Format. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER ..... FOR PRESENT TEXT."

## XXI. CONSTRUCTION

Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

The foregoing were adopted as the First Amended and Restated Bylaws of VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC., on the 10 day of OCTOBER, 2007.

EXHIBIT "E"

**Rules and Regulations  
The Villas of Spanish Springs, A Condominium**

A. GENERAL RULES

1. Recreational facilities will be used in such a manner as to respect the rights of others, and the Developer or Developer's designee may regulate duration of use, set hours of opening and closing, and schedule use of the facilities.
2. All Common Elements inside and outside the buildings will be used for their designated purposes only, and nothing belonging to Unit Owners, or their family, tenants, or guests, will be kept therein or thereon without the approval of the Directors. Such areas will at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests, and family members.
3. Pets in Limited Common Elements or Common Elements will be under handheld leash or carried at all times. Each Owner shall be personally responsible for any damage caused the Common Area by any such pet and shall be responsible to immediately remove and dispose of any excrement of such pet. In the event that a pet has, in the opinion of the Board of Directors, become a nuisance or an unreasonable disturbance, written notice will be given to the Owner or other person responsible for the pet, and the pet must be removed from the Condominium Property within three days. Guests and tenants are not permitted to have pets. The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.
4. All non-owner persons occupying Units will be registered with the Board of Directors or its designee at or before the time of their occupancy of the unit. This includes renters and house guests.
5. The Association shall retain a passkey to the Units, and the Unit Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right to access to the Units. Duplication of Unit Owners' keys to Common Element facilities is restricted in the interest of security. Such keys will be duplicated only with the assistance of the resident manager.
6. Children will be under the direct control of a responsible adult. Children will not be permitted to run, play tag, or act boisterously on the Condominium Property. Skateboarding, "Big Wheels," or loud or obnoxious toys are prohibited. Children may be removed from the Common Elements for misbehavior by or on the instructions of the Directors.
7. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing, and playing of musical instruments, etc., will be limited to sound levels that will not disturb others.

8. Use of barbecue grills will be allowed only in each Unit's limited common area.
9. Illegal and immoral practices are prohibited.
10. Nothing shall be altered in, constructed on, or removed from the Common Elements except on the written consent of the Developer, after the original development thereof by the Developer.
11. No nuisance of any type or kind will be maintained on the Condominium Property.
12. The moving of furniture and other property must take place Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only. Moving vans and trucks used for this purpose will remain on Condominium Property only when actually in use.
13. Repair, construction, decorating, or remodeling work will be done on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only, and the rules for decorators and subcontractors must be complied with.
14. These Rules and Regulations will apply equally to Owners, their families, guests, domestic help, and lessees.
15. The Board of Directors of the Association may impose a \$100 fine for each violation of these Rules and Regulations or any violation of the Condominium documents.
16. The Condominium and management staff are not permitted to do private work for Unit Owners, their families, tenants, or guests while on duty. If both parties are agreeable, staff may assist such persons privately when off duty.
17. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium Property. Reference should be made to the Declaration of Condominium and all other Condominium documents.

**B. RULES FOR UNIT OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING, AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; LOCATION FOR POSTING NOTICES OF MEETINGS**

**1. RIGHT TO SPEAK:**

- a. To the maximum extent practicable, the posted Board meeting agenda for each meeting will list the substance of the matters and actions to be considered by the Board.

b. Robert's Rules of Order (latest edition) will govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation, or the Bylaws.

c. After each motion is made and seconded by the Board Members, the meeting Chairperson will permit Unit Owner participation regarding the motion on the floor. Such time may be limited depending on the complexity and effect on the Association.

d. Unit Owner participation will not be permitted after reports of officers or committees unless a motion is made to act on the report, or the Chairperson determines that it is appropriate or is in the best interest of the Association.

e. A Unit Owner wishing to speak must first raise his or her hand and wait to be recognized by the Chairperson.

f. While a Unit Owner is speaking, he or she must address only the Chairperson; no one else is permitted to speak at the same time.

g. A Unit Owner may speak only once, for not more than three minutes, in response to each topic or motion brought to the floor, and only on the topic or motion on the floor.

h. The Chairperson, by asking if there is any objection and hearing none, may permit a Unit Owner to speak for longer than three minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board Member only, and if there is an objection the question will be decided by board vote.

i. The Chairperson will have the sole authority and responsibility to see to it that all Unit Owner participation is relevant to the subject or motion on the floor.

## 2. RIGHT TO VIDEO OR AUDIOTAPE:

a. Audio and video equipment and devices that Unit Owners are authorized to use at any such meeting must not produce distracting sound or light emissions.

b. Audio and video equipment will be assembled and placed in a location that is acceptable to the board or the committee before the beginning of the meeting.

c. Anyone videotaping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.

d. At least 24 hours advance written notice will be given to the board by any Unit Owner desiring to use any audio/video equipment to record a meeting.

3. LIMITATION ON THE ASSOCIATION'S OBLIGATION TO RESPOND TO WRITTEN INQUIRIES: THE ASSOCIATION SHALL NOT BE OBLIGATED TO RESPOND TO MORE THAN ONE WRITTEN INQUIRY FROM A UNIT OWNER FILED BY CERTIFIED MAIL IN ANY GIVEN 30-DAY PERIOD. ANY ADDITIONAL INQUIRY OR INQUIRIES SHALL BE RESPONDED TO IN THE SUBSEQUENT 30-DAY PERIOD OR PERIODS.

EXHIBIT "F"

**FACILITIES PROVIDED PURSUANT TO  
THE PAYMENT OF AN AMENITY FEE**

The Facilities provided to Unit Owners pursuant to the payment of an Amenity Fee are located on approximately 570 acres of land and include the following: 117 holes of golf, including 13 executive golf courses, 22 tennis courts, 32 pickle ball courts, 43 bocce ball courts, one lawn bowling course, 5 softball fields, 27 fishing lakes, 32 shuffleboard courts, 12 swimming pools, including 3 Junior Olympic sports (lap) pools, 28 horseshoe pits, a sand volleyball court, more than 81,202 square feet of meeting and activity space in 16 recreation buildings, one self-contained wood shop, 13 wildlife preserves, 3 basketball courts, more than 12 miles of golf cart transportation trails, a bookless library computer lab, a lending library, 4 billiard rooms, 10 air gun range stations, and 10 archery range stations. Other Facilities include 15 park areas which include postal drop sites (not affiliated with the U.S. Postal Service), security gates, 1,500 parking spaces for recreational vehicle storage, a veteran's memorial park, water management facilities and landscaped and maintained open space associated with the recreation, security and water management facilities.

Other than the monthly Amenity Fee, no other fee will be charged to residents of the Vista Lago Villas for the use of the recreational facilities. The facilities described herein are all owned, operated, and maintained by the Village Center Community Development District and Sumter Landing Community Development District, local units of special purpose governments which were created pursuant to Florida Statute Chapter 190. The Village Center Community Development District and Sumter Landing Community Development District provide recreational services to the entire Villages residential development, including Vista Lago Villas, which represent 27,803 residential units as of 2005. The duration of the Community Development Districts is perpetual, therefore the facilities and amenities described herein will be owned, maintained, and available for the residents of both The Villages and Vista Lago Villas in perpetuity.

**KAUFMAN PARK**

No address, bounded by Orange Blossom Hills golf course. This open space, developed in 1985, has large trees and well maintained under story and ground cover.

**HILLTOP POOL COMPLEX**

803 St. Andrews Boulevard. The pool is frequently used and well maintained. The supporting structures, including the mailroom, 600 postal boxes, vending and restroom areas constructed in 1988, revealed structurally sound, well-maintained buildings and appurtenances, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. It appears that these structures were constructed in compliance with all applicable local and state codes, regulations and requirements. The parking area is paved with asphalt and is in good condition and stability. All striping in the parking area is of good quality and condition. The remaining area is sodded, landscaped and well maintained.

**CHERRY HILL ROAD WATER CONTROL STRUCTURE**

504 St. Andrews. The Cherry Hill Road water retention area is a man-made water control structure constructed in 1994 to provide additional flood control for The Villages of Lady Lake Unit No. 11 and surrounding properties. This water control structure is approximately 1 acre in size. It was completely sodded during the construction project. This facility is in excellent condition and requires little to no maintenance.

## **PARADISE RECREATION CENTER**

1403 Paradise Drive. The softball field, tennis courts, horseshoe pits and bocce ball courts are frequently played and well maintained, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Inspection of the supporting structures and security facilities with mechanical entry gates revealed structurally sound, well maintained buildings and appurtenances. The buildings in this area were constructed in phases from 1983 to 1990 and is currently undergoing reconstruction and remodeling. One building houses 1,640 postal boxes, a mail service workroom, an employee restroom, and an automatic teller machine. It appears that these structures were constructed in compliance with all applicable local and state codes, regulations and requirements. The parking areas are paved with asphalt and are in good condition with good stability. All striping in the parking areas is of good quality and condition. The remaining portion of this area is sodded, landscaped, well maintained open space.

A portion of the main recreation area contains an irrigation well and pump house to provide irrigation water for the main recreation area and the Hilltop Golf Course. This 16" diameter well, 555 feet deep, was constructed in 1988. The pump and related facilities are housed in a masonry pump house with a barrel tile roof.

An asphalt parking addition was completed in 1999 to provide additional parking for this facility. Site improvements included required drainage structures and the creation of a drainage basin.

## **HILLTOP GOLF COURSE**

1432 Watertower Circle. The Hilltop Course, constructed in 1987, is a Par 28 course consisting of eight (8) par 3 holes and one (1) Par 4 hole, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The holes vary in length and difficulty. The course is a "core" design-meaning the holes parallel each other and are constructed in a block of acreage with homes developed on the perimeter.

The Hilltop Course is grassed in two varieties of bermuda grass with the greens planted in T-328 and the fairways, roughs and teeing areas planted in T-419.

The irrigation source comes from a effluent/stormwater provided by the Golfview Pump Station. The sprinkler and controller are manufactured by the Toro Company. The system is automatic and utilizes hydraulic water supply lines to turn on the various zones. The coverage is from property line to property line. This system is in excellent condition.

The Hilltop Course is one of the more difficult executive length course at The Villages. There is one water hazard feature which comes into play and the bunkering is positioned to provide contrast and aesthetic value versus impeding play and is extensive compared to Silver Lake and Chula Vista courses.

The concrete cart paths are continuous which helps keep the course condition good under the high rounds of play the course receives.

All of the turf maintenance practices work together to provide quality playing conditions. The Village Center District maintains very tight specifications relative to the fertilization, aerification/top dressing practices, and mowing routines. The course is also overseeded with perennial ryegrass during the winter months to provide increased enjoyment to the golfers. This also protects the bermuda grass from wearing-out during its dormant period.

This area also contains a family pool. The pool and decking are in very good condition and comply with current H.R.S. codes and regulations.

This area also contains an activity room and office facility which was constructed in stages beginning in 1986 and with the latest addition in 1992. The structures are a combination of pre-manufactured module units, wood frame and concrete block construction. The primary roof structures include metal pan roofing and clay tile over pre-fabricated wood trusses. The exterior finish is stucco over metal lath. Interior partitions are wood studs with gypsum wallboard sheathing. The auditorium building was originally erected in 1987, renovated in 1991 and currently undergoing reconstruction and remodeling. A concrete block, wood truss and clay tile roof toilet room structure was added in 1991 to conform to handicapped accessibility requirements. The facilities are well maintained and meet applicable local, state and national codes, regulations and requirements.

#### **WATER TOWER CIRCLE OPEN SPACE**

No address, bounded by Magnolia Avenue and Kiley Court. This area is sodded, well maintained open space, developed in 1985-86.

#### **TRACT D – LINDSEY LANE BUFFER**

No address, Lindsey Lane. This area is sodded, well maintained open space, developed in 1989.

#### **LONE OAK LAKE**

No address, bounded by Heathbrow Avenue, Turnburry Lane and Kim Lane. Lone Oak Lake is a 7.5-acre water control structure. This man-made lake/water control structure was constructed in 1987. This facility is in good condition.

#### **LAKE PARADISE**

Bounded by US 441 and Aloha Lane. Lake Paradise is a 24.5 acre water control structure located adjacent to U.S. 27/441. This man-made lake/water control structure is an enlargement of a natural depression area. The original construction occurred in 1971. A major portion of the lake was deepened in 1992. This facility contains an island/waterfall located adjacent to U.S. 27/441. Water is pumped from the lake to the waterfall and returned to the lake. All portions of this facility are in good condition. A major portion of this facility's perimeter is maintained by adjacent property owners.

#### **SILVER LAKE GOLF COURSE**

679 Rainbow Boulevard. The Silver Lake Course, constructed in 1987, is a Par 28 course consisting of eight (8) Par 3 holes and one (1) Par 4 hole, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The holes vary in length and difficulty. The course is a "core" design; meaning the holes parallel each other and are constructed in a block of acreage with homes developed on the perimeter.

The Silver Lake Course is grassed in two varieties of bermuda grass with the greens planted in T-328 and the fairways, roughs and teeing areas planted in T-419.

The irrigation source comes from effluent/stormwater provided by the Golfview Pump Station. The sprinklers and controller are manufactured by the Toro Company. The system is automatic and utilizes hydraulic water supply lines to turn on the various zones. The coverage is from property line to property line. This system is in excellent condition.

The Silver Lake Course ranks as one of the easiest executive length courses at The Villages. There are not water hazard features which come into play and the bunkering is minimal.



The concrete cart paths are continuous which helps keep the course condition good under the high rounds of play the course receives.

All of the turf maintenance practices work together to provide quality playing conditions. The Village Center District maintains very tight specifications relative to the fertilization, aerification/top dressing practices, and mowing routines. The course is also overseeded with perennial ryegrass during the winter months to provide increased enjoyment to the golfers. This also protects the bermuda grass from wearing-out during its dormant period.

The Silver Lake Golf Course contains 2 man-made lake/water control structures. One facility is located adjacent to the Silver Lake Club Restaurant. It was originally constructed in 1980. In 1987 this facility was expanded as part of the construction of Silver Lake Club. This facility is in good condition and has been well maintained. The second lake/water control structure, constructed in 1987, is located on the Silver Lake Golf Course. This facility is a 2.5-acre lake/water control structure totally surrounded by the golf course. It is in good condition and has been well maintained.

#### **TRACT C – UNIT 12 BUFFER**

No address, bounded by East Schwartz Blvd. This area, developed in 1988, is a grassed buffer area with perimeter fencing and a dirt access road.

#### **MEDICAL ENTRY FEATURE**

920 Tarrson Boulevard. A landscaped well maintained secured entry. The guardhouse, which was constructed in 1986, and the mechanical entry gate, installed in 1991, are a structurally sound, well-maintained building and appurtenance, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. It appears that these structures were constructed in compliance with all applicable local and state codes, regulations and requirements.

#### **SOUTHSIDE POOL COMPLEX**

623 Webb Way. The pool and hot tub are frequently used and well maintained. The supporting structures, constructed in 1985, are structurally sound, well maintained buildings, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. It appears that these structures were constructed in compliance with all applicable local and state codes, regulations and requirements. The parking area is paved with asphalt in good condition with good stability. All striping in the parking area is of good quality and condition.

#### **JEFFREY DRIVE ENTRY FEATURE**

538 Tarrson Boulevard. A landscaped, well maintained secured entry. The guardhouse, constructed in 1984, and the mechanical entry gate installed in 1991, are a structurally sound and well maintained building and appurtenance, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. It appears that these structures were constructed in compliance with all applicable local and state codes, regulations and requirements. The remainder of this area is sodded, landscaped and well maintained open space with good quality board fencing separating it from private residences.

#### **UNIT 4/LA PLAZA GRANDE NORTH ACCESS CART PATH/WALKWAY**

No address. This concrete pathway was constructed in 1986. The concrete is in good condition and well maintained. The pathway is surrounded by landscaping and sodded open space. There is a stucco concrete block entry feature that is structurally sound and well maintained appurtenances.

#### **GRIFFIN AVENUE WALL/SIGN**

No address, bounded by US 441 and Griffin Avenue. This stucco and concrete block entry feature was constructed in 1992, and is a structurally sound well maintained structure. It appears that this entry feature was constructed in compliance with all applicable local and state codes, regulations and requirements. The remainder of this area is well-maintained sod and landscaping.

#### **LA HACIENDA SPORTS COMPLEX**

1203 Avenida Central. The La Hacienda Sports Complex was constructed in March of 1993, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The two tennis courts and six pickle ball courts are frequently played and well maintained. The 60' x 75' sports pool has a depth sloping from 3'-6" to 4'-6". A 12'-0" wide concrete pool deck surrounds the pool with perimeter concrete block and stucco screen walls. An adjacent building contains male and female toilet facilities, pool equipment and storage rooms. The structure is 8" concrete block with stucco finish, prefabricated wood roof trusses, plywood decking and a modified bitumen roof system. The building contains related exhaust systems as well as electrical and plumbing systems. The facility was constructed in accordance with all applicable local, state and national codes, regulations and requirements. The structure has been properly maintained and is in good condition.

In 2002, Paige Place and the adjacent parking stalls were reconfigured to allow for better vehicular movement through this site. This resulted in an addition of 11 parking stalls.

#### **LA HACIENDA RECREATION CENTER**

1200 Avenida Central. The La Hacienda Recreation Center is a split level facility constructed in the spring of 1989 and consists of stucco over 12" concrete block exterior load bearing wall system, open web steel bar joist roof system with a one and one-half inch (1 1/2") 22 gal. painted intermediate rib metal roof deck, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The roof membrane is a modified bitumen system over rigid and tapered insulation. Eyebrow roof areas are constructed of clay barrel tile, plywood sheathing on pre-fabricated wood trusses. The structure of the building is in good shape and exceeds current code requirements. The building is fully protected with a fire sprinkler system. The interior partitions are gypsum wallboard over metal studs. Fluorescent light fixtures are recessed in a suspended acoustical tile ceiling system. All electrical systems conform to current code requirements. The air-conditioning system is comprised on insulated metal duct served by multiple chilled water air handlers. The building has toilet facilities exceeding code requirements and the facility complies with handicapped accessibility and standards. The structure houses three banquet meeting rooms, office space, storage rooms, restrooms and common lobby area.

#### **DEL MAR ENTRY FEATURE**

928 Del Mar Drive. A landscaped well maintained secured entry. The guardhouse, constructed in 1989 and the mechanical entry gate installed in 1995 are a structurally sound, well-maintained building and appurtenance, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. It appears that these structures were constructed in compliance with all applicable local and state codes, regulations and requirements. The remainder of this area is sodded, landscaped and well maintained open space.

## **EL CORTEZ GATE ENTRY FEATURE**

800 Rio Grande Avenue. A landscaped well maintained secured entry. The guardhouse, constructed in 1990 and the mechanical entry gate installed in 1995 are a structurally sound, well-maintained building and appurtenance, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. It appears that these structures were constructed in compliance with all applicable local and state codes, regulations and requirements. The remainder of this area is sodded, landscaped and well maintained open space.

## **CHULA VISTA GOLF COURSE AND LAKE**

1019 Rio Grande Avenue. The Chula Vista Course, constructed in 1990, is a Par 28 course consisting of eight (8) Par 3 holes and one (1) Par 4 hole and, includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The holes vary in length and difficulty. The course is a "Core" design- meaning the holes parallel each other and are constructed on a single block of land with homes developed on the perimeter.

The Chula Vista Course is grassed predominantly in two varieties of bermuda grass with the greens planted in T-328 and the fairways and teeing areas planted in T-419. In 1994 the rough areas were renovated and planted in T-419 replacing the bahia grass. The lake banks are planted in bahia grass.

The irrigation source is highly treated effluent water. The sprinklers and automatic controllers are manufactured by the Toro Company. The irrigation system provides for property line to property line coverage commonly referred to as "wall to wall" coverage. The condition of this system is in excellent condition.

The Chula Vista Course ranks as one of the second easiest of the executive-length courses at The Villages. There is one major water hazard which comes into play. The bunkering is positioned to the sides of most greens and does not come into play except for the most errant shots. The greens are relatively flat and slightly sloped from back to front.

The concrete paths are continuous which helps keep the course condition good under the high rounds of play the course receives.

All of the turf maintenance practices work together to provide quality playing conditions. The Village Center District maintains very tight specifications relative to the fertilization, aerification/top dressing practices, and mowing routines. The course is also overseeded with perennial ryegrass during the winter months to provide increased enjoyment to the golfers. This also protects the bermuda grass from wearing-out during its dormant period.

The Chula Vista Course lake/water control structure, constructed in 1989, is a man-made facility approximately 7 acres in size. It is bordered on one side by the Chula Vista Golf Course and on the opposite side by residential development. This facility is in good condition and has been well maintained.

## **LAKE CORTEZ AND OPEN SPACE**

No address, bounded by Rio Grande Blvd. and Mira Mesa Golf Course. This open space, developed in 1990, is covered with well maintained sod, trees and landscaping. Lake Cortez is a man-made lake/water control structure constructed in 1990. The bottom portion of this 10-acre lake was lined with clay in 1992 to provide a greater depth of standing water. This facility is bounded on one side by the Mira Mesa Golf Course and by residential development on the other. It is in good condition and is well maintained.

## **MIRA MESA GOLF COURSE**

998 Rio Grande Avenue. The Mira Mesa Course, constructed in 1993, is a Par 29 course consisting of seven (7) Par 3 holes and two (2) Par 4 holes, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The holes vary in length and degree of difficulty. The course is laid out in a "loop" design allowing for development of homes on either side of the fairway corridor.

The Mira Mesa Course is grassed predominantly in two varieties of bermuda grass with the greens planted in Tifdwarf and the fairways, roughs, and teeing area grassed in T-419. Some of the outer rough areas are un-irrigated and planted in bahia grass which is very drought tolerant. The lake bank is planted in bahia grass.

The irrigation source is highly treated effluent water. The sprinklers and automatic controllers are manufactured by the Toro Company. The irrigation system provides for property line to property line coverage in areas where housing development abuts the course. This system, installed in 1993, is in excellent condition.

The Mira Mesa Course is connected to the Chula Vista Recreation Center via a tunnel under Rio Grande Boulevard. Continuous cart paths are provided to assist in keeping playing condition good under the stress of high levels of play which the course receives.

The Mira Mesa Course is one of the most difficult of the executive-length courses at The Villages. The course provides most of the same playing characteristics found within Championship length venues. The bunkering is strategic and sometimes penal to poorly played shots. The contouring of mounds and fairways provides challenging stance positions, and the greens are highly contoured placing premiums on delicate putting skills. Water comes into play on two of the holes for poorly played shots.

All of the maintenance practices work together to provide quality playing conditions. The Village Center District maintains very tight specifications relative to the fertilization, aerification/top dressing practices, and mowing routines. The course is also overseeded with perennial ryegrass during the winter months to provide increased enjoyment to the golfers. This also protects the bermuda grass from wearing-out during its dormant period.

## **RECREATIONAL VEHICLE PARKING/STORAGE AREA**

375 Rolling Acres Road. Developed in 1987, this area's perimeter is secured with high quality chain link fence that is in good condition. The parking area is paved with asphalt in good condition with good stability. All striping and numbering in the parking area is of good quality and condition. This area is lighted with photocell controlled security lighting. This facility was expanded in 2000 to approximately double in size. The total area is now 11.2 acres and provides storage for 527 recreational vehicles, boats, etc.

## **LAKE LAGUNA**

1022 Ventura Drive. Lake Laguna is a man-made lake/water control structure constructed in 1990. The bottom portion of this facility was lined with clay in 1991 to provide an additional depth of standing water. This facility is approximately 11 acres in size and is totally surrounded by residential development. It is in good condition and is well maintained.

## **DE LA VISTA POSTAL FACILITY PARK**

1019 Rio Grande Avenue. The phase one facility was constructed in the summer of 1993 and houses 2,000 postal boxes. The structure is 8" concrete block with metal lath and stucco, pre-fabricated wood roof trusses and concrete tile roof over plywood sheathing. The building contains an employee's toilet room and all related electrical and air-conditioning systems, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The facility was constructed in compliance with all applicable local, state and national codes, regulations and requirements. The structure appears to be well maintained and is in good condition. The parking area is paved with asphalt and is in good condition and stability. All striping in the parking area is of good quality and condition. The remainder of this area is sodded, landscaped, well maintained open space.

## **MORSE BLVD/US HWY. 441/27 OPEN AREA**

No address. This open space, developed in 1995, has plant material and irrigation, and is in excellent condition.

## **RIO GRANDE RECREATION CENTER**

1228 Rio Grande Avenue. This neighborhood park and recreation center, constructed in 1996, contains a pool enclosed by stucco wall with ironwork grills, a recreation building, and associated parking for cars and golf carts, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. This facility is very popular due in part to its attractive setting overlooking undeveloped property to the South. Constructed in 1996, the pool buildings contain 504 square feet of recreational area, constructed with 8 inch concrete block with metal lath and stucco, pre-fabricated wood roof trusses and concrete tile roof over plywood sheathing. The buildings contain separate gender restrooms, storage room, and all related electrical and air conditioning systems. The facility was constructed in compliance with all applicable local, state and national codes, regulations and requirements. The complex is well maintained and in good condition. The parking area is paved with asphalt and is in good condition. All striping in the parking area is of good quality and condition. The park-like site is well landscaped and irrigated; the parking area is lighted for security. These facilities are in excellent condition, and are being well maintained.

## **DE LA VISTA GOLF COURSE**

803 San Marino Drive. The De La Vista Course, constructed in 1995, is a Par 29 course consisting of seven (7) Par 3 holes and two (2) Par 4 holes, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The holes vary in length and degree of difficulty. This course is designed in a "core" pattern with all of the holes routed together.

The De La Vista Course is grassed predominantly in two varieties of bermuda grass with the greens planted in Tifdwarf and the fairways, roughs, and teeing area grassed in T-419. Some of the outer rough areas are un-irrigated and planted in bahia grass which is very drought tolerant.

The irrigation source is deep well, lower aquifer. The sprinklers and automatic controllers are manufactured by the Rainbird Company. This golf course irrigation system, installed in 1995, is in excellent condition.

The De La Vista Course has continuous cart paths provided to assist in keeping playing condition good under the stress of high levels of play which the course receives.

The De La Vista Course is moderate in difficulty compared to the other Executive Length Courses at the Villages. The course provides most of the same playing characteristics found within Championship length venues. The bunkering is strategic and sometimes penal to poorly played shots. The contouring of mounds and fairways provides challenging stance positions, and the greens are contoured, placing premiums on delicate putting skills.

The Village Center District maintains very tight specifications relative to the fertilization, aerification/top dressing practices, and mowing routines. The tees and greens are also overseeded with perennial ryegrass during the winter months to provide increased enjoyment to the golfers. This also protects the bermuda grass from wearing-out during its dormant period.

#### **HACIENDA HILLS POSTAL FACILITY PARK**

1203 Morse Boulevard. This facility was constructed in 1995. The structure is 8-inch concrete block with metal lath and stucco, pre-fabricated wood roof trusses and concrete tile roof over plywood sheathing, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building contains an employee restroom, a mail workroom, 2,000 postal boxes, an automatic bank teller machine room and all related electrical and air-conditioning systems. The facility was constructed in compliance with all applicable local, state and national codes, regulations and requirements. The structure is well maintained and in good condition. The parking area is paved with asphalt and is in good condition. All striping in the parking area is of good quality and condition. The site is attractively landscaped, irrigated by an automatic sprinkler system, and lighted for nighttime use.

#### **TIERRA DEL SOL RECREATION CENTER**

808 San Marino Drive. The neighborhood park and recreation center contain a pool enclosed by stucco wall with ironwork grills, a recreation building, tennis, pickle ball, shuffleboard and bocce ball courts, and associated parking for cars and golf carts, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. This facility is very popular due in part to its attractive setting overlooking the Tierra Del Sol Golf Course. Constructed in 1997, the recreation building contains 987 square feet of recreational area, constructed with 8-inch concrete block with metal lath and stucco, pre-fabricated wood roof trusses and concrete tile roof over plywood sheathing. The building contains separate gender restrooms, multi purpose room, recreation directors office, storage room, and all related electrical and air conditioning systems. The facility was constructed in compliance with all applicable local, state and national codes, regulations and requirements. The complex is well maintained and in good condition. The parking area is paved with asphalt and is in good condition. All striping in the parking area is of good quality and condition. The park-like site is well landscaped and irrigated; the parking area is lighted for security. Having been constructed in 1997, these facilities are in excellent condition, and are being well maintained.

#### **SANTO DOMINGO POSTAL FACILITY PARK**

1300 Cazaras. This facility was constructed in 1996. The structure is 8-inch concrete block with metal lath and stucco, pre-fabricated wood roof trusses and concrete tile roof over plywood sheathing, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building contains an employee restroom, a mail workroom, 1,320 postal boxes, an automatic bank teller machine room and all related electrical and air-conditioning systems. The facility was constructed in compliance with all applicable local, state and national codes, regulations and requirements. The structure is well maintained and in good condition. The parking area is paved with asphalt and is in good condition. All striping in the parking area is of good quality and condition. The site is attractively landscaped, irrigated by an automatic sprinkler system, and lighted for nighttime use.

## **EL DIABLO GOLF COURSE**

2381 Enrique Drive. El Diablo, constructed in 1997, consists of (9) Par 3 holes and is designed in a "core" pattern with all of the holes routed together and, includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The course is separated by a Florida Power Corporation easement which runs from southeast to northwest. This easement assists the courses design in that it provides more expansive views and vistas from every imaginable viewing area. With this easement, El Diablo encompasses roughly 40.5 +/- acres of turf area. El Santiago Laguna, roughly a 12.1-acre +/- man-made lake, is also located within the course. Due to the power line and massive lake structure, El Diablo is larger than a normal Executive Course.

The irrigation system is an electric valve in head sprinkler system from Rainbird Irrigation Company. The irrigation source is highly treated effluent water.

The length of the holes vary from over 200 yards in length from the Championship Tee on one hole to under 100 yards from the Forward Tee on several holes. The course design has created many "vista or valley" views not customarily found in the Florida topography. These depressional or down hill holes will require more accurate tee shots than other executive courses. These features combined with large undulating greens make this course more difficult than other executive courses at The Villages; therefore, the naming of this course is The Devil. El Diablo connects to another executive course which is named El Santiago (The Saint).

El Diablo is grassed in three primary varieties of grasses: Greens in Tifdwarf bermuda grass; fairways and primary roughs in Turfway bermuda grass; and secondary roughs in Argentine bahia grass. The landscaping theme of the course is native Floridian, with pines and sabal palms being the primary tree variety. Cordgrass and palmetto have been used in large landscape bed features to highlight the various vista views and accentuate many of the feature mounds.

## **ALHAMBRA POSTAL FACILITY PARK**

2625 Privada Drive. This facility, constructed in 1997. The structure is pressure treated post and beams, pre-fabricated wood roof trusses and metal roof shingles over plywood sheathing, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The interior enclosure is constructed of 2' x 4' wood studs, plywood sheathing and cementitious horizontal lap siding. The building contains an employee restroom, a mail workroom, 1,200 postal boxes, an automatic bank teller machine room, and all related electrical and air-conditioning systems. The facility was constructed in compliance with all applicable local, state and national codes, regulations and requirements. The structure is well maintained and in good condition. The parking area is paved with asphalt and is in good condition and stability. All striping in the parking area is of good quality and condition. The site is lighted, landscaped, and irrigated in a manner that complements its neighborhood setting, and it is well maintained.

## **EL CAMINO RV PARKING**

2349 El Camino Real. This site, completed in 1997, is a large asphalt parking area designed to accommodate approximately 200 RVs, boats, and other vehicles which residents may store in a secure fenced and lighted compound. It is accessed conveniently from El Camino Real, and is attractively screened from view by an eight-foot high berm which runs parallel with the road and angles across the southeast corner of the site. The berm is heavily landscaped and is irrigated by an automatic sprinkler system. The balance of the site is un-irrigated bahia grass and requires little maintenance.

## **LAGUNA MADRE AND LAGO PAQUITO**

1596 El Camino Real. These lakes were constructed in 1995, as water retention and flood plain areas serving a very large watershed which comprises the northeast portion of The Villages, west of US 441/27. The lakes were designed to be aesthetic features as well as functional, and with their adjacency to portions of Morse Boulevard and El Camino Real, they constitute an important open space amenity. The lake banks were sodded with bahia grass, and native tree species and wildflowers were planted in the flood plain area on the east end of Lago Paquito. The condition of these facilities is good, as is their maintenance. The Laguna Madre Pump Station, constructed in 1998, includes a 1,200 gpm single 100-horse power submersible pump located in a below-ground concrete vault, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

## **EL SANTIAGO POSTAL FACILITY PARK**

1417 Enrique Drive. This building, constructed in 1998, contains 1,240 postal boxes, a mail service workroom, an employee restroom, and an automatic teller machine, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure is comprised of concrete slab, wood columns and beams, and pre-engineered wood roof trusses. The exterior finishes are cementitious horizontal cap siding, tongue and groove wood ceiling, wood trim and metal roof shingles. The structure is in good shape and exceeds current code requirements. The air conditioning system for mail service workroom and ATM room are ductless split system heat pumps. Related site development includes all required parking, driveways and site lighting.

## **EL SANTIAGO GOLF COURSE**

2381 Enrique Drive. El Santiago, constructed in 1998, is the sister course to El Diablo. This course is named The Saint because it has a lesser degree of difficulty than El Diablo. The course consists of (9) par 3-holes varying in length from 172 yards long to 120 yards and the holes are routed in a core configuration. El Santiago has approximately 24.7 acres of turf area, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

The irrigation system is an electric valve in head design supplied from Rainbird Irrigation Company. The irrigation system is supplied by the pumping system located on El Diablo (Lago Santiago Laguna, a 12.1-acre lake lined with a plastic liner). The source of water comes from stormwater management systems and highly treated effluent water.

El Santiago is grassed in three primary varieties of grasses: Greens in Tifdwarf bermuda grass; fairways and primary roughs in Turfway bermuda grass; and secondary roughs in Argentine bahia grass. The landscaping theme of the course is native Floridian, with pines and sabal palms being the primary tree variety. Cord grass and palmettos have been used in large landscape bed features to highlight the various vista views and accentuate many of the feature mounds.

The El Santiago Course and the El Diablo Courses are the core amenity of the El Santiago Recreation Center. A dual functioning starter's building is centrally located to conveniently service both courses. Cart parking is provided in this area. The starter's facility features men and women's restrooms, vending area with water fountain plus a small storage area. An on-course restroom is located at the 5<sup>th</sup> tee.



## **EL SANTIAGO RECREATION CENTER**

1273 Enrique Drive. El Santiago Recreation Center, completed in 1999, is a neighborhood park and recreation facility containing a 32 ft. x 52 ft. swimming pool, recreation building, shade pavilions, tennis, pickle ball, shuffleboard, and bocce ball courts, and associated parking for cars and golf carts, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

The recreation building is approximately 1,885 s.f. and contains a public multi-purpose room, recreation director's office, workroom, storage room and public restrooms. The structure is cementitious horizontal lap siding over 8" concrete block walls, pre-engineered wood roof trusses and metal shingle roofing. Interior non-load bearing walls are 2 x 4 wood studs and gypsum wallboard. The electrical system, fluorescent building lighting, incandescent recessed exterior lights and ceiling fans, pool equipment and power systems conform to current code requirements. The air conditioning system is comprised of insulated metal duct served by a sput-system heat pump. The building complies with Florida Handicapped Accessibility Standards.

## **GLENBROOK POSTAL FACILITY PARK**

3017 Talley Ridge Drive. This facility, constructed in 1999, contains 1,126 postal boxes, a mail service workroom, an employee restroom, and an automatic bank teller machine, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure is comprised on concrete slab, wood columns and beams, pre-engineered wood roof trusses and fiberglass roof shingles. Finishes include vertical and horizontal vinyl siding and soffits on the exterior and painted plywood and Gypsum boards sheathing on the interior. The structure and electrical systems exceed current code requirements. The air-conditioning system for mail service workroom and ATM room are ductless sput-system heat pumps. Related site development includes all required parking, driveways and site lighting.

## **POLO RIDGE POSTAL FACILITY PARK**

801 Oak Forest Drive. This facility, constructed in 1999, contains 960 postal boxes, a mail service workroom, an employee restroom, and an automatic bank teller machine, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure is comprised of concrete slab, 16" diameter concrete block plaster columns, precast concrete lintel beams, and pre-engineered wood roof trusses. The exterior finishes are cementitious horizontal lap siding, stucco beams and soffit and metal roof shingles. The structure is in good shape and meets current building and electrical codes. The air conditioned mailroom and ATM roof is serviced by ductless split system heat pumps. Related sitework includes all required parking, driveways, and site lighting.

## **EL SANTIAGO ENTRY FEATURE**

1450 Enrique Drive. This facility, constructed in 1998, consists of a security guardhouse, employee restroom, entry walls and electronic gate arm designed to monitor, but not deny public access, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure consists of concrete slab, concrete block bearing walls with cementitious horizontal lap siding, pre-engineered roof trusses with plywood sheathing and metal roof shingles. All construction conforms to applicable current building codes. The air conditioning for El Santiago Guard House is provided by a wall mounted split system heat pump.

### **GLENBROOK ENTRY FEATURE**

1290 Buena Vista Boulevard. This facility constructed in 1999, consists of a security guard house, employee restroom, entry walls and electronic gate arm designed to monitor but not deny public access, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure is composed of concrete slab, concrete block bearing walls with cementitious horizontal lap siding and brick base, pre-engineered roof trusses with plywood sheathing and fiberglass shingles. All construction conforms to applicable current building codes. The air conditioning for the Glenbrook Guard House is provided by a wall mounted split system heat pump.

### **POLO RIDGE ENTRY FEATURE**

780 Buena Vista Boulevard. This facility, constructed in 1999, consists of a security guard house, entry wall structures, and electronic gate arm designed to monitor, but not deny public access, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure is composed of concrete slab, concrete block exterior walls with cementitious horizontal and vertical siding, 16" diameter concrete block columns with stucco finish and pre-engineered roof trusses, plywood sheathing with metal roof shingles.

### **HARMESWOOD ENTRY FEATURE**

1785 Buena Vista Boulevard. This facility, constructed in 1999, consists of a security guard house, entry wall structures, and electronic gate arm designed to monitor, but not deny public access, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure, which conforms to all applicable building codes, is comprised of concrete slab, concrete block walls and pre-engineered wood trusses. Exterior finishes are cementitious siding, brick base and standing fiberglass shingle roofing.

### **VALLE VERDE POSTAL FACILITY PARK**

88 Palermo Place. This facility, constructed in 1998, contains 400 postal mailboxes, a mail service workroom, an employee restroom, and an automatic teller machine, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure is comprised of concrete slab, concrete block walls and pre-engineered roof trusses. Exterior finishes include stucco wall and soffit finish and clay barrel tile roofing.

The structure and electrical systems meet current code requirements. The air-conditioning system for the mail service workroom and ATM room are ductless split system heat pumps. Related site development includes all required parking, driveways and site utilities.

### **LA ZAMORA ENTRY FEATURE**

100 Chula Vista Avenue. This facility, constructed in 1998, consists of a security guardhouse, entry wall structures and electronic gate arm (not including any real property) designed to monitor, but not deny public access, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The structure is of concrete slab; concrete block walls with stucco finish and pre-engineered wood trusses, sheathing and clay barrel roof tile. All construction exceeds applicable current building codes.

## **LAGO LUNA STORMWATER CONTROL**

No address, bounding De La Vista Golf Course. The Lago Luna Stormwater Control is a man-made lake/stormwater control basin constructed in 1998 to provide flood control for The Villages of La Zamora, Valle Verde and surrounding properties within The Villages. This lake is approximately 6.7 acres in size and totally surrounded by residential development. The initial construction included the installation of a geosynthetic liner on the bottom portion of this lake to provide for continual standing water. The upper portion of this lake was completely sodded during construction. This facility is in excellent condition and requires little or no maintenance.

## **HAWKES BAY GOLF COURSE**

740 Buena Vista Boulevard. Hawkes Bay Golf Course, constructed in 1999, is the sister course to Saddlebrook Golf Course. The course is configured in a core layout with several of the holes prominently positioned for view from County Road 466 and Buena Vista Boulevard, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The design flavor is "Park Lands" style, with long views, flowing mounds and large greens. Stately live oaks have been meticulously saved and sculpted around to highlight their beauty. Mass planting of azaleas provide additional color and beauty around these trees.

The teeing grounds are extremely large to accommodate demand. Three distinct teeing areas provide varying lengths to challenge various skill levels. Large bunkers are strategically positioned on eight of the holes. A golf course restroom is located adjacent to the 7<sup>th</sup> Tee. A full service starter's facility with restrooms and storage is located at the 1<sup>st</sup> Tee.

At the center of the Hawkes Bay Golf Course is Osprey Lake. This man-made 5.2-acre lake is lined with a poly liner and has a heavily landscaped shoreline featuring outcropping of Florida fieldstone, cordgrass and muhly grass in established mass plantings. The lake comes into play on three holes. A large fountain is centered in the lake and features a 60-foot main stream with a 360° lower spray stream averaging 15 feet. The greens are planted in Tifdwarf and the fairways, tees, and roughs in Tifway Bermuda. The greens and bunkers have subsurface drainage.

Irrigation water is supplied to Hawkes Bay Golf Course via the "Rainbird Cirrus System", a centralized computer controlled network. The field controllers are "Rainbird Par Plus" hard wire with a handheld radio option. The entire golf course corridor is irrigated with electric valve-in-head main golf course heads ("Rainbird Eagle 900 Series") and perimeter heads ("Hunter I-25 Stainless Steel"). Stormwater from The Trough Lake and Osprey Lake is the primary irrigation water source, augmented by highly treated effluent water. Emergency backup shall be provided from a deep well located at the Hawkes Bay Pump Station.

## **SADDLEBROOK GOLF COURSE**

2980 Saddlebrook Lane. Saddlebrook Golf Course, constructed in 1999, is the core amenity feature for the Saddlebrook Recreation Center. The course is comprised of (9) Par 3 holes varying in length, playability and degree of difficulty, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The course is configured in a core layout with several of the holes prominently positioned for view from County Road 466 and Buena Vista Boulevard. The design flavor is "Parkland's" style, with long views, flowing mounds and large greens. The teeing grounds are extremely large to accommodate demand. Three distinct teeing areas will provide varying lengths to challenge various skill levels. Large bunkers are strategically positioned on eight of the holes. The greens and bunkers have subsurface drainage.

At the center of Saddlebrook Golf Course is The Trough Lake. This created 6.8-acre lake is lined with a poly liner and has a heavily landscaped shoreline featuring outcropping of Florida fieldstone, cordgrass and muhly grass in mass plantings. The lake comes into play on three holes. A large fountain is centered in the lake and features a sixty-foot (60') main stream with a 360-degree lower spray streams averaging fifteen feet (15').

Stately live oaks have been meticulously saved and sculpted around to highlight their beauty. Mass planting of azaleas will provide additional color and beauty around these trees. The greens are planted in Tifdwarf and the fairways, tees, and roughs in Tifway Bermuda. Minimal use of bahia grass is provided along the far eastern boundary.

Saddlebrook Golf Course features a large undulating putting green, cart parking areas, and a strategically placed Starter's building located near the #1 tee. A golf course restroom is located adjacent to the 6<sup>th</sup> tee.

Irrigation water is supplied to Saddlebrook Golf Course via the "Rainbird Cirrus System", a centralized computer controlled network. The field controllers are "Rainbird Par Plus" hard wire with a handheld radio option. The entire golf course corridor is irrigated with electric valve-in-head main golf course heads ("Rainbird Eagle 900 Series") and perimeter heads ("Hunter I-25 Stainless Steel"). Stormwater from The Trough Lake and Osprey Lake is the primary irrigation water source, augmented by highly treated effluent water. Emergency backup shall be provided from a deep well located at the Hawkes Bay Pump Station.

#### **SADDLEBROOK RECREATION CENTER**

3010 Saddlebrook Lane. The Saddlebrook Recreation Center, completed in 1999, includes four full-sized softball fields with an approximately 900 square foot concession building, tennis courts, pickle ball courts, bocce ball courts, shuffleboard courts, a recreation/storage buildings, and associated parking for cars and golf carts, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Related site development includes cart paths, pedestrian walkways, site lighting, landscaping, and irrigation. The concession building includes food prep equipment, public restrooms, storage and a scorekeeper/announcer's tower.

#### **SADDLEBROOK GOLF MAINTENANCE FACILITY**

2840 Saddlebrook Lane. This building, constructed in 1999, is approximately 4,800 square foot. It serves as open equipment bays for storage and servicing of golf course maintenance equipment, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building is provided with a mechanical ventilation system. Related site improvements include all required parking, driveways, concrete block soil and mulch bins, site lighting, landscaping, and irrigation.

#### **SOUTHERN TRACE ENTRY FEATURES**

3360 Southern Trace. This facility, constructed in early 2000, consists of an unmanned security guardhouse with electronic gate arm, and associated landscaping entry walls, and irrigation, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

#### **TALLEY CIRCLE MEDIAN PARK**

1590 Buena Vista Boulevard. Tally Circle Median Park, constructed in late 1999, is a 200' diameter landscaped park area within the Tally Circle traffic roundabout, with facilities including park benches, a covered walkway, landscaping, and irrigation.

## **SAVANNAH CENTER RECREATION CENTER**

1545 Buena Vista Boulevard. The Savannah Recreation Center, completed in late 1999, is a major recreation and community center comprised of a civic/recreation building, a pool house, a 70' x 55' exercise pool, shade pavilions and arbors, shuffleboard courts, bocce ball courts, a chiller building and equipment court, and associated parking, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Related site improvements include pedestrian walkways, entry sign walls, walls screening adjacent housing areas, site and landscape lighting, landscaping, and irrigation.

The main building totals 39,259 square feet and contains an auditorium with stage, seating approximately 834 people. Also incorporated is an 8,880 square foot banquet room that can be subdivided with stacking wall panels into five smaller meeting rooms. Ancillary spaces include a catering kitchen, table and chair storage rooms, entry hall, public restrooms, green/dressing rooms, a bookless library and recreation personnel office.

The pool house is approximately 2,497 square feet and contains public restrooms and locker rooms, janitor service rooms, and a storage room.

## **BELLE AIRE POSTAL FACILITY PARK**

3832 Talley Ridge Drive. This facility, constructed in 1999, consists of a landscaped park area with an approximately 1,600 square foot covered pavilion surrounding an approximately 400 square foot postal drop site, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Related park site improvements include park benches, parking, walkways and driveways, site lighting, landscaping, and irrigation.

## **BELLE AIRE ENTRY FEATURES**

1780 Buena Vista Boulevard. This facility, constructed in 1999, consists of a security guardhouse with electronic gate arm, and entry wall features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

## **HISTORIC SPANISH SPRINGS PARK**

Bounded by US 441 and Main Street. Constructed in 1998, this park facility consists of park benches along landscaped areas and scenic waterfront, and includes decorative walls with associated signage, lighting, and irrigation. The walls are constructed of concrete block with concrete footers, some architectural foam features, and overall stucco finish.

## **ENTRY FEATURES AT NORTH SIDE OF THE INTERSECTION OF AVENIDA CENTRAL NORTH AND US 27/441**

No address, bounded by Avenida Central North and US 441. Constructed in 1989, this facility includes a decorative sign wall and fountain, with associated lighting, landscaping, and irrigation. The wall is constructed of concrete block with a concrete footer, with a stucco finish. The fountain is constructed with cast concrete base and a stucco concrete block basin, with a tiered natural stone fountain operated by a recirculating pump.

### **BRIAR MEADOW POSTAL PARK**

8700 SE 172nd Legacy Lane. The Briar Meadow Postal Park is a 0.71 acre landscaped park that was constructed in 2001 and contains the 1,394 s.f. Briar Meadow Postal Facility, benches and other amenities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **BRIAR MEADOW SOUTH GUARD HOUSE**

17305 Buena Vista Boulevard. This facility, constructed in 2001, consists of a manned security guardhouse and appurtenant features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **BRIAR MEADOW NORTH GUARD HOUSE**

16601 SE 86th Belle Meade Circle. This facility, constructed in 2001, consists of a manned security guardhouse and appurtenant features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **BRIARWOOD GOLF COURSE**

8501 SE 172nd Legacy Lane. The Briarwood Golf Course consists of a 44.88 acre nine-hole executive golf course, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **WALNUT GROVE GOLF COURSE**

8501 SE 172nd Legacy Lane. The Walnut Grove Golf Course consists of a 31.52 acre nine-hole executive golf course, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **BRIARWOOD/WALNUT GROVE WELL HOUSE**

17320 SE 85th Willowick Circle. The Wellhouse facility was constructed in 2001 and provides irrigation services to the Briarwood and Walnut Grove golf courses, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **BRIARWOOD/WALNUT GROVE PUMP HOUSE**

17180 SE 86th Belle Meade Circle. The pump house facility was constructed in 2001 and provides irrigation services to the Briarwood and Walnut Grove golf courses, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **CALUMET GUARD HOUSE**

16900 Buena Vista Boulevard. This facility, constructed in 2001, consists of a manned security guardhouse and appurtenant features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **CHATHAM GUARD HOUSE**

17300 Buena Vista Boulevard. This facility, constructed in 2001, consists of a manned security guardhouse and appurtenant features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **PIEDMONT GUARD HOUSE**

17350 SE 86th Belle Meade Circle. This facility, constructed in 2001, consists of a manned security guardhouse and appurtenant features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **PIEDMONT POSTAL PARK**

17400 SE 86th Belle Meade Circle. The Piedmont Postal Park is a 0.76 acre landscaped park that was constructed in 2001 and contains the 1,421 s.f. Piedmont Postal Facility, benches and appurtenant facilities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **SILVER LAKE CLUB**

683 Rainbow Boulevard. The Silver Lake Club, located upon a 1.11 acre site, was constructed in 1987 and substantially remodeled in 2003, and includes a 5,072 s.f. recreational building facility, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **SPRINGDALE EMS**

17202 SE 86th Belle Meade Circle. The Springdale Emergency Medical Services facility was constructed in 2001 and provides a staging area and other support for emergency medical services provided by the District pursuant to its fire service activities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **SPRINGDALE GUARD HOUSE**

17300 SE 86th Belle Meade Circle. This facility, constructed in 2001, consists of a manned security guardhouse and appurtenant features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **SPRINGDALE POSTAL PARK**

17200 SE 86th Belle Meade Circle. The Springdale Postal Park is a 0.96 acre landscaped park that was constructed in 2001 and contains the 1,394 s.f. Springdale Postal Facility, benches and appurtenant facilities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **TIERRA DEL SOL POSTAL PARK**

743 Cimarron Avenue. The Tierra Del Sol Postal Park is a 0.48 acre landscaped park that was constructed in 2001 and contains the 1,394 s.f. Tierra Del Sol Postal Facility, benches and appurtenant facilities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **WOODBURY POSTAL PARK**

17055 SE 86th Belle Meade Circle. The Woodbury Postal Park is a 0.72 acre landscaped park that was constructed in 2001 and contains the 1,394 s.f. Woodbury Postal Facility, benches and appurtenant facilities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **RIO GRANDE POSTAL PARK**

1228 Rio Grande Avenue. The Rio Grande Postal Park is a 0.24 acre landscaped park that was constructed in 2000 and contains the 1,885 s.f. Rio Grande Postal Facility, benches and appurtenant facilities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **GLENVIEW LANDSCAPED OPEN SPACE**

3041 Glenview Road. The Glenview Landscaped Open Space was constructed in 1999 and contains landscaped areas, water features, transportation trails and decorative wall fencing and is approximately 3.82 acres.

### **SUNBURY GUARD HOUSE**

3141 Glenview Road. This facility, constructed in 2000, consists of a manned security guardhouse and appurtenant features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **SUMMERHILL POSTAL PARK**

863 Davenport Drive. This facility, constructed in 2003, contains 960 mailboxes, 48 boxes, a mail service workroom, employee restroom, and an automatic teller machine room, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **SUMMERHILL ENTRY FACILITY**

863 Davenport Drive. The facility, constructed in 2003, consists of a security guardhouse, entry wall structures, and electronic gate arm, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **AMBERWOOD GOLF COURSE**

7435 SE 172<sup>nd</sup> Legacy Lane. The Amberwood Golf Course consists of eight par 3's ranging from 120 yards to 230 yards in length and one par 4 on the 6th hole, which plays 415 yards, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Amberwood is the "partner" course to Oakleigh and opened December 2003. This course is also certified as an Audubon Silver Certification Course.

### **OAKLEIGH GOLF COURSE**

7435 SE 172<sup>nd</sup> Legacy Lane. The Oakleigh Golf Course consists of par 3's and par 4's holes, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. This is an Audubon International Approved "Silver Certified Golf Course."



### **CALUMET POSTAL PARK**

17099 se 82<sup>ND</sup> Calumet Avenue. This facility, constructed in 2002, contains 1000 mailboxes, 52 parcel boxes, a mail service workroom, employee restroom, and an automatic teller machine room, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **CHATHAM GOLF MAINTENANCE FACILITY AND PARK**

7725 SE 172<sup>nd</sup> Legacy Lane. This golf maintenance facility was constructed in 2002, and houses a maintenance room and crew facilities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **CHATHAM RECREATION CENTER**

7415 SE 172<sup>nd</sup> Legacy Lane. This facility, constructed in 2002, consists of an 11,166 square foot clubhouse and a 30' x 50' commercial swimming pool and deck with shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 4.73 acre site include four hard surface tennis courts, four hard surface bocce ball courts, four hard surface shuffleboard courts with shade structures, five horseshoe pits, a 20' x 40' wood frame picnic pavilion, a 100 square foot storage building, all required parking (for cars and golf carts), driveways, walkways, irrigation, and landscaping.

### **SADDLEBROOK RECREATION CENTER**

3010 Saddlebrook Lane. This facility was constructed in two phases, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The first phase built in 2000, consists of a 2,018 square foot air-conditioned meeting room/restroom structure with a 30' x 50' commercial pool and deck, sports courts and shade structures. The second phase of this facility, built in 2002, added 7,209 square feet of additional meeting rooms, offices and warming kitchen facilities to the complex. An additional 960 square feet of covered porch was incorporated that tied the two structures together. A complete interior renovation of the phase one structure converted it into a billiard room. Related site improvements of this 7.81 acre site, constructed during the first phase, include four hard surface bocce courts, four hard surface shuffleboard courts with shade structures, six hard surface pickle ball courts, two hard surface tennis courts, a 400 square foot storage building, and all required parking.

### **SPRINGDALE RECREATION CENTER**

17210 SE 86<sup>th</sup> Belle Meade Circle. This facility, constructed in 2002, is comprised of a 590 square foot air-conditioned meeting room facility and 804 square feet of covered porch, storage room area. It has a 30' x 50' commercial pool and deck as well as a cedar post and trellis deck shade structure, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Related site development of this 0.81 acre site includes all required parking, walkways and driveways, landscaping, and irrigation.

### **BIRCHBROOK ENTRY FACILITY**

No address, bounded by SE 166<sup>th</sup> Birchbrook Loop. This facility, constructed in 2003, consists of an entry wall structure and an electronic gate arm. This site also has irrigation and landscaping.

## **COTTAGES AT SUMMERCHASE SECURITY FACILITY**

1685 Buena Vista Boulevard. This facility, constructed in 2003, consists of an entry wall structure and electronic gate arm. This site sited also includes irrigation and landscaping.

## **WALNUT GROVE OPEN SPACE**

No address, bounded by SE 86<sup>th</sup> Belle Meade Circle. This area was constructed in 2002 and is comprised of a 4.45 acre irrigated and landscaped park setting

## **HICKORY HILL HAMMOCK ENTRY FACILITY**

793 Oregon Avenue. This facility was constructed in 1994 and consists of a decorative stucco concrete block entry wall with electronically operated swing gates constructed of decorative aluminum. The entry wall structure conforms to all applicable building codes. This 1.27 acre site also includes a parking area, a pedestrian entry gate, required driveways and sidewalks, irrigation and landscaping.

## **MULBERRY GROVE RECREATION AREA**

8445 SE 165<sup>th</sup> Mulberry Lane. This facility, constructed in 2002, consists of a 29,303 s.f. clubhouse and a 75' x 78' commercial swimming pool with pool house, deck and shade structures. Other improvements of this 10.26 area site include eight hard surface pickle ball courts, four hard surface boccie ball courts, four hard surface shuffle board courts, four horseshoe pits, a 22' x 42' picnic pavilion, a 271 s.f. storage/restroom building, a hard surface half court basketball court, a postal facility for the Mulberry Grove Commercial Area, all required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

## **CALUMET POOL RECREATION CENTER**

17100 SE 82<sup>nd</sup> Calumet Avenue. This 0.77 acre facility, constructed in 2003, consists of a 590 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures.

## **SUMMERHILL RECREATION CENTER**

861 Davenport Drive. This facility, constructed in 2003, consists of a 590 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures. Other improvements of this 1.68 acre site include one hard surface shuffle-board court, one horseshoe pit, one hard surface boccie ball court, all required parking (for cars and golf carts), driveways, walkways, irrigation and landscaping.

## **FORSYTH ENTRY FEATURE**

No address, bounded by SE 167<sup>th</sup> Forsyth Street. This facility, constructed in 2003, consists of electronic gate arms designed to control access to Forsyth residents. The 0.01 acre island on which the gate arms are situated has irrigation and landscaping.

## **441 EXERCISE PARK**

No address, bounded by US 441 and Paradise Lake. This facility, constructed in 1988, consists of a 376 s.f. storage building. Related site development of this 11.49 acre site includes parking, walkways, driveways, landscaping, irrigation and recreation trail.

### **PARADISE LANDSCAPED AREA**

No address, bounded by US 441 and West Boone Court. This area, constructed in 1988, is comprised of a 0.4 acre irrigated and landscaped open space.

### **GRIFFIN ROAD FIRE/EMS STATION**

725 Griffin Avenue. This facility, constructed in 1984, consists of a Fire/EMS building. Other improvements of this 0.43 acre site include driveways, walkways, grassed parking, irrigation and landscaping, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **LANDSCAPED AREA ADJACENT TO THE PROGRESS ENERGY SUBSTATION**

No address, bounded by Briarwood and Walnut Grove golf course. This area was constructed in 2002, and is comprised of a 4.95 acres of open space.

### **MAYFIELD ENTRY FEATURE**

No address, bounded by SE 167<sup>th</sup> Mayfield Place. This facility, constructed in 2002, consists of electronic gate arms designed to control access to Mayfield residents. The 0.005 acre island on which the gate arms are situated has irrigation and landscaping.

### **RIO GRANDE RECREATION CENTER LAWN BOWLING**

1228 Rio Grande Avenue. This 0.33 acre facility, constructed in 1998, consists of a stabilized lawn bowling court. This site also includes walkways and irrigation.

### **SPRINGDALE RECREATION CENTER GOLF CART PARKING**

17210 SE 86<sup>th</sup> Belle Meade Circle. This 0.42 acre facility, constructed in 2002, consists of a recreation center golf cart parking, driveways, walkways, irrigation and landscaping.

### **BELVEDERE SECURITY FACILITY**

441 Belvedere Boulevard. This facility, constructed in 2003, consists of electronic gate arms designed to control access to the Village of Belvedere and Bonnybrook. The 0.02 acre island on which the gate arms and entry features are situated has irrigation and landscaping.

### **BONNYBROOK CENTRAL COMMAND SECURITY FACILITY**

591 Belvedere Boulevard. This facility, constructed in 2003, consists of an 825 s.f. security building, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 0.06 acre site include walkways, irrigation and landscaping.

## **BONNYBROOK POSTAL PARK AND NEIGHBORHOOD RECREATION CENTER**

675 Farmington Avenue. This facility, constructed in 2003, consists of a 431 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 2.04 area site include one hard surface bocce ball court, one hard surface shuffle board court, one horseshoe pit, a postal facility for the Village of Bonnybrook. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

## **PIMLICO VILLAGE RECREATION CENTER**

530 Belvedere Boulevard. This facility, constructed in 2003, consists of a 9,214 s.f. clubhouse and a 32' x 52' commercial swimming pool with pool house, deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 7.55 acre area site include eight hard surface pickle ball courts, four hard surface bocce ball courts, four hard surface shuffle board courts, three horseshoe pits, a 22' x 42' picnic pavilion, a 128 s.f. equipment storage building, all required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

## **ASHLAND SECURITY FACILITY**

980 Lynnhaven Lane. This facility, constructed in 2003, consists of electronic gate arms and entry features designed to control access to the Village of Ashland. The 0.02 acre island on which the gate arms are situated has irrigation and landscaping.

## **WINIFRED SECURITY FACILITY**

597 Winifred Way. This facility, constructed in 2003, consists of electronic gate arms designed to control access to the Village of Winifred residents. The 0.02 acre island on which the gate arms are situated has irrigation and landscaping.

## **BRIDGEPORT AT LAKE MIONA SECURITY FACILITY**

1700 Lake Miona Drive. This facility, constructed in 2003, consists of electronic gate arms and concrete block entry features designed to control access to the Village of Bridgeport. The 0.02 acre island on which the gate arms are situated has irrigation and landscaping.

## **BRIDGEPORT VILLAGE RECREATION CENTER AND POSTAL PARK**

1670 Lake Miona Drive. This facility, constructed in 2004, consists of a 9,791 s.f. clubhouse and a 32' x 52' commercial swimming with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 6.05 area site include two tennis courts, four hard surface bocce ball courts, four hard surface shuffle board courts, three horseshoe pits, a 22' x 42' picnic pavilion, a 128 s.f. equipment storage building, a postal facility for the Village of Bridgeport. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

### **WINIFRED POSTAL PARK AND NEIGHBORHOOD RECREATION CENTER**

624 Kingston Way. This 2.09 acre facility, constructed in 2004, consists of a 431 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this site include one hard surface bocce ball court, one hard surface shuffle board court, one horseshoe pit, a pool equipment building, and a postal facility for the Village of Winifred. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

### **ASHLAND POSTAL PARK AND NEIGHBORHOOD RECREATION CENTER**

735 Lynnhaven Lane. This 1.78 acre facility, constructed in 2004, consists of a 431 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this site include one hard surface bocce ball court, one hard surface shuffle board court, one horseshoe pit, a pool equipment building, and a postal facility for the Village of Ashland. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

### **LAKE SUMTER LANDING PORT AUTHORITY BUILDING**

645 Morse Boulevard. This facility, constructed in 2004, consists of a 178 s.f. entry feature building. Other improvements of this 2.88 area site include irrigation and landscaping, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **CHURCHILL STREET VILLAGE RECREATION CENTER**

2375 Churchill Street. This facility, constructed in 2004, consists of a 9,543 s.f. clubhouse and a 32' x 52' commercial swimming pool with pool house, deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 4.37 acre area site include two tennis courts, four hard surface pickle ball courts, four hard surface bocce ball courts, four hard surface shuffle board courts, four horseshoe pits, a 20' x 40' picnic pavilion, a pool equipment enclosure, all required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

### **BELVEDERE POSTAL PARK AND NEIGHBORHOOD RECREATION CENTER**

2850 Churchill Street. This 1.80 acre facility, constructed in 2004, consists of a 431 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this site include one hard surface bocce ball court, one hard surface shuffle board court, one horseshoe pit, a pool equipment building, and a postal facility for the Village of Belvedere. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

### **LYNNHAVEN POSTAL PARK AND NEIGHBORHOOD RECREATION CENTER**

2500 Churchill Street. This 1.84 acre facility, constructed in 2004, consists of a 431 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this site include one hard surface bocce ball court, one hard surface shuffle board court, one horseshoe pit, a pool equipment building, and a postal facility for the Village of Lynnhaven. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

## **LAKE SUMTER LANDING TOUR LAUNCHES**

No address, on Lake Sumter. A 2004 Crosby Yacht Motor Pilot House Tour Launch, 26'6" LOA, 10'4" Beam, 3'0" Draft, 9,000 LB. Displacement, Fiberglass Hull, Single Screw Yanmar 4JH3E Inboard Diesel, 40 Gal Fuel Tank, Hull ID No. CRY26166A404, Serial No. E27078/10126, Built in Osterville, MA., Surveyed prior to delivery by Edwin C. Boice, CMS NO.121-674. In excellent condition.

A 2004 Crosby Yacht Motor Pilot House Tour Launch, 26'6" LOA, 10'4" Beam, 3'0" Draft, 9,000 LB. Displacement, Fiberglass Hull, Single Screw Yanmar 4JH3E Inboard Diesel, 40 Gal Fuel Tank, Hull ID No. CRY26165A404, Serial No. E27055/10128, Built in Osterville, MA. Surveyed prior to delivery by Edwin C. Boice, CMS NO.121-674. In excellent condition.

## **SUNSET POINTE POSTAL PARK AND NEIGHBORHOOD RECREATION CENTER**

1694 Bailey Trail. This 1.53 acre facility, constructed in 2004, consists of a 431 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this site include one hard surface bocce ball court, one hard surface shuffle board court, one horseshoe pit, a pool equipment building, and a postal facility for the Village of Sunset Pointe. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

## **HIBISCUS VILLAGE RECREATION CENTER**

1740 Bailey Trail. This facility, constructed in 2004, consists of a 9,771 s.f. clubhouse and a 32' x 52' commercial swimming pool, deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 4.97 acre area site include two tennis courts, four hard surface pickle ball courts, four hard surface bocce ball courts, six hard surface shuffle board courts, four horseshoe pits, a 22' x 42' picnic pavilion, a 127 s.f. equipment storage building, pool equipment enclosure, all required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

## **POINCIANA POSTAL PARK AND NEIGHBORHOOD RECREATION CENTER**

1921 Bailey Trail. This 1.87 acre facility, constructed in 2004, consists of a 431 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this site include one hard surface bocce ball court, one hard surface shuffle board court, a pool equipment building, and a postal facility for the Village of Poinciana. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

## **ALLAMANDA VILLAGE RECREATION CENTER**

1515 St. Charles Place. This facility, constructed in 2004, consists of a 9,750 s.f. clubhouse and a 32' x 52' commercial swimming pool with pool house, deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 4.82 acre area site include two tennis courts, four hard surface pickle ball courts, four hard surface bocce ball courts, four hard surface shuffle board courts, three horseshoe pits, a 20' x 40' picnic pavilion, a pool equipment enclosure, all required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

## **BELVEDERE EXECUTIVE GOLF LINKS**

534 Belvedere Boulevard. This 27 hole golf facility consists of three (3) nine hole courses: Churchill Greens (West Course), Pimlico (East Course) and Belmont (South Course) course, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other shared improvements of the courses are a 2.98 acre Maintenance Compound consisting of the following:

- 5,013 s.f. maintenance building with offices, crewroom, men's and women's bathrooms;
- 600 s.f. integrated pesticide storage building self-contained;
- Material storage bays for waste, mulch, bunker sand, greens topdressing;
- Covered fertilizer storage bays;
- Fuel station area with (2) 550 gallon dual wall tanks and electric pumps;
- Pump station building with 2,400 g.p.m. variable speed pumps;
- Rainbird Cirrus Computerized Central Control System;
- All required parking, driveways, walkways, irrigation, landscape and drainage systems.

**Churchill Greens** is a Par 29 layout consisting of (7) Par 3's and (2) Par 4's. The length is 1,764 yards and features water hazards on (6) of the holes, course and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. A large kestrel preservation area is located next to the sixth hole and kestrel nesting boxes dot the rough areas to assist in foraging for these protected species.

Not only will this course challenge the shot-making skills of its golfers, players will also find themselves pulling out an extra club or two on most tee shots. Much care was taken to preserve the natural terrain, including several grandfather oaks around the course. Golfers will also be treated to vistas of the relaxing country settings that have been around for a hundred years.

Churchill Greens is an Audubon International Approved "Silver Certified Golf Course."

**Belmont Course** is a Par 28 layout consisting of (8) Par 3's and (1) Par 4. The total yardage is 1,692 yards with water hazards on every hole, course, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

A search for the ultimate challenge on our Executive Golf Trail ends at Belmont. From the very first hole golfers are met with shots that dare a player to shoot for the flag with little room for error. Though navigable from the forward tee markers, a round from the back placement is not for the faint of heart. If the test of each shot doesn't fulfill the golfers dream the southern setting of pastures and wildflowers will.

Belmont is an Audubon International Approved "Silver Certified Golf Course."

**Pimlico Course** is a Par 29 layout consisting of (7) Par 3's and (2) Par 4's. The length is 1,539 yards and features water hazards on 4 holes, course and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

This layout lulls the golfer into a state of comfort with the first few holes of play before quickly changing course to provide one of the most challenging set of finishing holes in the Villages Executive Golf Trail. Carrying distance is not nearly as important as club selection and shot placement for golfers here with plenty of diversions. Featuring two spectacular par four holes, the course provides an ample challenge for any golfer.

Pimlico is an Audubon International Approved "Silver Certified Golf Course."

#### **LAUREL MANOR REGIONAL RECREATION CENTER**

1985 Laurel Manor Drive. This facility, constructed in 2004, consists of a 33,437 s.f. clubhouse and a 72' x 75' commercial swimming pool with pool house, deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 11.56 acre area site include two tennis courts, four hard surface pickle ball courts, four hard surface bocce ball courts, four hard surface shuffle board courts, five horseshoe pits, a 20' x 40' picnic pavilion, a storage/restroom building, a hard surface half court basketball court, all required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

#### **LAKE SUMTER WAYSIDE PARK**

No address, bounded by Morse Boulevard and Lake Sumter. This 0.78 acre facility, constructed in 2004, consists of golf cart parking, driveways, walkways, irrigation and landscaping.



## EXHIBIT "C"

### FACILITIES PROVIDED PURSUANT TO THE PAYMENT OF AN AMENITY FEE

The Facilities provided to Unit Owners pursuant to the payment of an Amenity Fee are located on approximately 570 acres of land and include the following: 117 holes of golf, including 13 executive golf courses, 22 tennis courts, 32 pickle ball courts, 43 bocce ball courts, one lawn bowling course, 5 softball fields, 27 fishing lakes, 32 shuffleboard courts, 12 swimming pools, including 3 Junior Olympic sports (lap) pools, 28 horseshoe pits, a sand volleyball court, more than 81,202 square feet of meeting and activity space in 16 recreation buildings, one self-contained wood shop, 13 wildlife preserves, 3 basketball courts, more than 12 miles of golf cart transportation trails, a bookless library computer lab, a lending library, 4 billiard rooms, 10 air gun range stations, and 10 archery range stations. Other Facilities include 15 park areas which include postal drop sites (not affiliated with the U.S. Postal Service), security gates, 1,500 parking spaces for recreational vehicle storage, a veteran's memorial park, water management facilities and landscaped and maintained open space associated with the recreation, security and water management facilities.

Other than the monthly Amenity Fee, no other fee will be charged to residents of the Vista Lago Villas for the use of the recreational facilities. The facilities described herein are all owned, operated, and maintained by the Village Center Community Development District and Sumter Landing Community Development District, local units of special purpose governments which were created pursuant to Florida Statute Chapter 190. The Village Center Community Development District and Sumter Landing Community Development District provide recreational services to the entire Villages residential development, including Vista Lago Villas, which represent 27,803 residential units as of 2005. The duration of the Community Development Districts is perpetual, therefore the facilities and amenities described herein will be owned, maintained, and available for the residents of both The Villages and Vista Lago Villas in perpetuity.

#### KAUFMAN PARK

No address, bounded by Orange Blossom Hills golf course. This open space, developed in 1985, has large trees and well maintained under story and ground cover.

#### HILLTOP POOL COMPLEX

803 St. Andrews Boulevard. The pool is frequently used and well maintained. The supporting structures, including the mailroom, 600 postal boxes, vending and restroom areas constructed in 1988, revealed structurally sound, well-maintained buildings and appurtenances, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. It appears that these structures were constructed in compliance with all applicable local and state codes, regulations and requirements. The parking area is paved with asphalt and is in good condition and stability. All striping in the parking area is of good quality and condition. The remaining area is sodded, landscaped and well maintained.

#### CHERRY HILL ROAD WATER CONTROL STRUCTURE

504 St. Andrews. The Cherry Hill Road water retention area is a man-made water control structure constructed in 1994 to provide additional flood control for The Villages of Lady Lake Unit No. 11 and surrounding properties. This water control structure is approximately 1 acre in size. It was completely sodded during the construction project. This facility is in excellent condition and requires little to no maintenance.

## **PARADISE RECREATION CENTER**

1403 Paradise Drive. The softball field, tennis courts, horseshoe pits and bocce ball courts are frequently played and well maintained, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Inspection of the supporting structures and security facilities with mechanical entry gates revealed structurally sound, well maintained buildings and appurtenances. The buildings in this area were constructed in phases from 1983 to 1990 and is currently undergoing reconstruction and remodeling. One building houses 1,640 postal boxes, a mail service workroom, an employee restroom, and an automatic teller machine. It appears that these structures were constructed in compliance with all applicable local and state codes, regulations and requirements. The parking areas are paved with asphalt and are in good condition with good stability. All striping in the parking areas is of good quality and condition. The remaining portion of this area is sodded, landscaped, well maintained open space.

A portion of the main recreation area contains an irrigation well and pump house to provide irrigation water for the main recreation area and the Hilltop Golf Course. This 16" diameter well, 555 feet deep, was constructed in 1988. The pump and related facilities are housed in a masonry pump house with a barrel tile roof.

An asphalt parking addition was completed in 1999 to provide additional parking for this facility. Site improvements included required drainage structures and the creation of a drainage basin.

## **HILLTOP GOLF COURSE**

1432 Watertower Circle. The Hilltop Course, constructed in 1987, is a Par 28 course consisting of eight (8) par 3 holes and one (1) Par 4 hole, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The holes vary in length and difficulty. The course is a "core" design-meaning the holes parallel each other and are constructed in a block of acreage with homes developed on the perimeter.

The Hilltop Course is grassed in two varieties of bermuda grass with the greens planted in T-328 and the fairways, roughs and teeing areas planted in T-419.

The irrigation source comes from a effluent/stormwater provided by the Golfview Pump Station. The sprinkler and controller are manufactured by the Toro Company. The system is automatic and utilizes hydraulic water supply lines to turn on the various zones. The coverage is from property line to property line. This system is in excellent condition.

The Hilltop Course is one of the more difficult executive length course at The Villages. There is one water hazard feature which comes into play and the bunkering is positioned to provide contrast and aesthetic value versus impeding play and is extensive compared to Silver Lake and Chula Vista courses.

The concrete cart paths are continuous which helps keep the course condition good under the high rounds of play the course receives.

All of the turf maintenance practices work together to provide quality playing conditions. The Village Center District maintains very tight specifications relative to the fertilization, aerification/top dressing practices, and mowing routines. The course is also overseeded with perennial ryegrass during the winter months to provide increased enjoyment to the golfers. This also protects the bermuda grass from wearing-out during its dormant period.

This area also contains a family pool. The pool and decking are in very good condition and comply with current H.R.S. codes and regulations.

This area also contains an activity room and office facility which was constructed in stages beginning in 1986 and with the latest addition in 1992. The structures are a combination of pre-manufactured module units, wood frame and concrete block construction. The primary roof structures include metal pan roofing and clay tile over pre-fabricated wood trusses. The exterior finish is stucco over metal lath. Interior partitions are wood studs with gypsum wallboard sheathing. The auditorium building was originally erected in 1987, renovated in 1991 and currently undergoing reconstruction and remodeling. A concrete block, wood truss and clay tile roof toilet room structure was added in 1991 to conform to handicapped accessibility requirements. The facilities are well maintained and meet applicable local, state and national codes, regulations and requirements.

#### **WATER TOWER CIRCLE OPEN SPACE**

No address, bounded by Magnolia Avenue and Kiley Court. This area is sodded, well maintained open space, developed in 1985-86.

#### **TRACT D – LINDSEY LANE BUFFER**

No address, Lindsey Lane. This area is sodded, well maintained open space, developed in 1989.

#### **LONE OAK LAKE**

No address, bounded by Heathbrow Avenue, Turnburry Lane and Kim Lane. Lone Oak Lake is a 7.5-acre water control structure. This man-made lake/water control structure was constructed in 1987. This facility is in good condition.

#### **LAKE PARADISE**

Bounded by US 441 and Aloha Lane. Lake Paradise is a 24.5 acre water control structure located adjacent to U.S. 27/441. This man-made lake/water control structure is an enlargement of a natural depression area. The original construction occurred in 1971. A major portion of the lake was deepened in 1992. This facility contains an island/waterfall located adjacent to U.S. 27/441. Water is pumped from the lake to the waterfall and returned to the lake. All portions of this facility are in good condition. A major portion of this facility's perimeter is maintained by adjacent property owners.

#### **SILVER LAKE GOLF COURSE**

679 Rainbow Boulevard. The Silver Lake Course, constructed in 1987, is a Par 28 course consisting of eight (8) Par 3 holes and one (1) Par 4 hole, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The holes vary in length and difficulty. The course is a "core" design; meaning the holes parallel each other and are constructed in a block of acreage with homes developed on the perimeter.

The Silver Lake Course is grassed in two varieties of bermuda grass with the greens planted in T-328 and the fairways, roughs and teeing areas planted in T-419.

The irrigation source comes from effluent/stormwater provided by the Golfview Pump Station. The sprinklers and controller are manufactured by the Toro Company. The system is automatic and utilizes hydraulic water supply lines to turn on the various zones. The coverage is from property line to property line. This system is in excellent condition.

The Silver Lake Course ranks as one of the easiest executive length courses at The Villages. There are not water hazard features which come into play and the bunkering is minimal.

The concrete cart paths are continuous which helps keep the course condition good under the high rounds of play the course receives.

All of the turf maintenance practices work together to provide quality playing conditions. The Village Center District maintains very tight specifications relative to the fertilization, aerification/top dressing practices, and mowing routines. The course is also overseeded with perennial ryegrass during the winter months to provide increased enjoyment to the golfers. This also protects the bermuda grass from wearing-out during its dormant period.

The Silver Lake Golf Course contains 2 man-made lake/water control structures. One facility is located adjacent to the Silver Lake Club Restaurant. It was originally constructed in 1980. In 1987 this facility was expanded as part of the construction of Silver Lake Club. This facility is in good condition and has been well maintained. The second lake/water control structure, constructed in 1987, is located on the Silver Lake Golf Course. This facility is a 2.5-acre lake/water control structure totally surrounded by the golf course. It is in good condition and has been well maintained.

### **TRACT C – UNIT 12 BUFFER**

No address, bounded by East Schwartz Blvd. This area, developed in 1988, is a grassed buffer area with perimeter fencing and a dirt access road.

### **MEDICAL ENTRY FEATURE**

920 Tarrson Boulevard. A landscaped well maintained secured entry. The guardhouse, which was constructed in 1986, and the mechanical entry gate, installed in 1991, are a structurally sound, well-maintained building and appurtenance, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. It appears that these structures were constructed in compliance with all applicable local and state codes, regulations and requirements.

### **SOUTHSIDE POOL COMPLEX**

623 Webb Way. The pool and hot tub are frequently used and well maintained. The supporting structures, constructed in 1985, are structurally sound, well maintained buildings, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. It appears that these structures were constructed in compliance with all applicable local and state codes, regulations and requirements. The parking area is paved with asphalt in good condition with good stability. All striping in the parking area is of good quality and condition.

### **JEFFREY DRIVE ENTRY FEATURE**

538 Tarrson Boulevard. A landscaped, well maintained secured entry. The guardhouse, constructed in 1984, and the mechanical entry gate installed in 1991, are a structurally sound and well maintained building and appurtenance, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. It appears that these structures were constructed in compliance with all applicable local and state codes, regulations and requirements. The remainder of this area is sodded, landscaped and well maintained open space with good quality board fencing separating it from private residences.

#### **UNIT 4/LA PLAZA GRANDE NORTH ACCESS CART PATH/WALKWAY**

No address. This concrete pathway was constructed in 1986. The concrete is in good condition and well maintained. The pathway is surrounded by landscaping and sodded open space. There is a stucco concrete block entry feature that is structurally sound and well maintained appurtenances.

#### **GRIFFIN AVENUE WALL/SIGN**

No address, bounded by US 441 and Griffin Avenue. This stucco and concrete block entry feature was constructed in 1992, and is a structurally sound well maintained structure. It appears that this entry feature was constructed in compliance with all applicable local and state codes, regulations and requirements. The remainder of this area is well-maintained sod and landscaping.

#### **LA HACIENDA SPORTS COMPLEX**

1203 Avenida Central. The La Hacienda Sports Complex was constructed in March of 1993, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The two tennis courts and six pickle ball courts are frequently played and well maintained. The 60' x 75' sports pool has a depth sloping from 3'-6" to 4'-6". A 12'-0" wide concrete pool deck surrounds the pool with perimeter concrete block and stucco screen walls. An adjacent building contains male and female toilet facilities, pool equipment and storage rooms. The structure is 8" concrete block with stucco finish, prefabricated wood roof trusses, plywood decking and a modified bitumen roof system. The building contains related exhaust systems as well as electrical and plumbing systems. The facility was constructed in accordance with all applicable local, state and national codes, regulations and requirements. The structure has been properly maintained and is in good condition.

In 2002, Paige Place and the adjacent parking stalls were reconfigured to allow for better vehicular movement through this site. This resulted in an addition of 11 parking stalls.

#### **LA HACIENDA RECREATION CENTER**

1200 Avenida Central. The La Hacienda Recreation Center is a split level facility constructed in the spring of 1989 and consists of stucco over 12" concrete block exterior load bearing wall system, open web steel bar joist roof system with a one and one-half inch (1 1/2") 22 gal. painted intermediate rib metal roof deck, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The roof membrane is a modified bitumen system over rigid and tapered insulation. Eyebrow roof areas are constructed of clay barrel tile, plywood sheathing on pre-fabricated wood trusses. The structure of the building is in good shape and exceeds current code requirements. The building is fully protected with a fire sprinkler system. The interior partitions are gypsum wallboard over metal studs. Fluorescent light fixtures are recessed in a suspended acoustical tile ceiling system. All electrical systems conform to current code requirements. The air-conditioning system is comprised on insulated metal duct served by multiple chilled water air handlers. The building has toilet facilities exceeding code requirements and the facility complies with handicapped accessibility and standards. The structure houses three banquet meeting rooms, office space, storage rooms, restrooms and common lobby area.

#### **DEL MAR ENTRY FEATURE**

928 Del Mar Drive. A landscaped well maintained secured entry. The guardhouse, constructed in 1989 and the mechanical entry gate installed in 1995 are a structurally sound, well-maintained building and appurtenance, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. It appears that these structures were constructed in compliance with all applicable local and state codes, regulations and requirements. The remainder of this area is sodded, landscaped and well maintained open space.

## **EL CORTEZ GATE ENTRY FEATURE**

800 Rio Grande Avenue. A landscaped well maintained secured entry. The guardhouse, constructed in 1990 and the mechanical entry gate installed in 1995 are a structurally sound, well-maintained building and appurtenance, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. It appears that these structures were constructed in compliance with all applicable local and state codes, regulations and requirements. The remainder of this area is sodded, landscaped and well maintained open space.

## **CHULA VISTA GOLF COURSE AND LAKE**

1019 Rio Grande Avenue. The Chula Vista Course, constructed in 1990, is a Par 28 course consisting of eight (8) Par 3 holes and one (1) Par 4 hole and, includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The holes vary in length and difficulty. The course is a "Core" design- meaning the holes parallel each other and are constructed on a single block of land with homes developed on the perimeter.

The Chula Vista Course is grassed predominantly in two varieties of bermuda grass with the greens planted in T-328 and the fairways and teeing areas planted in T-419. In 1994 the rough areas were renovated and planted in T-419 replacing the bahia grass. The lake banks are planted in bahia grass.

The irrigation source is highly treated effluent water. The sprinklers and automatic controllers are manufactured by the Toro Company. The irrigation system provides for property line to property line coverage commonly referred to as "wall to wall" coverage. The condition of this system is in excellent condition.

The Chula Vista Course ranks as one of the second easiest of the executive-length courses at The Villages. There is one major water hazard which comes into play. The bunkering is positioned to the sides of most greens and does not come into play except for the most errant shots. The greens are relatively flat and slightly sloped from back to front.

The concrete paths are continuous which helps keep the course condition good under the high rounds of play the course receives.

All of the turf maintenance practices work together to provide quality playing conditions. The Village Center District maintains very tight specifications relative to the fertilization, aerification/top dressing practices, and mowing routines. The course is also overseeded with perennial ryegrass during the winter months to provide increased enjoyment to the golfers. This also protects the bermuda grass from wearing-out during its dormant period.

The Chula Vista Course lake/water control structure, constructed in 1989, is a man-made facility approximately 7 acres in size. It is bordered on one side by the Chula Vista Golf Course and on the opposite side by residential development. This facility is in good condition and has been well maintained.

## **LAKE CORTEZ AND OPEN SPACE**

No address, bounded by Rio Grande Blvd. and Mira Mesa Golf Course. This open space, developed in 1990, is covered with well maintained sod, trees and landscaping. Lake Cortez is a man-made lake/water control structure constructed in 1990. The bottom portion of this 10-acre lake was lined with clay in 1992 to provide a greater depth of standing water. This facility is bounded on one side by the Mira Mesa Golf Course and by residential development on the other. It is in good condition and is well maintained.

## **MIRA MESA GOLF COURSE**

998 Rio Grande Avenue. The Mira Mesa Course, constructed in 1993, is a Par 29 course consisting of seven (7) Par 3 holes and two (2) Par 4 holes, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The holes vary in length and degree of difficulty. The course is laid out in a "loop" design allowing for development of homes on either side of the fairway corridor.

The Mira Mesa Course is grassed predominantly in two varieties of bermuda grass with the greens planted in Tifdwarf and the fairways, roughs, and teeing area grassed in T-419. Some of the outer rough areas are un-irrigated and planted in bahia grass which is very drought tolerant. The lake bank is planted in bahia grass.

The irrigation source is highly treated effluent water. The sprinklers and automatic controllers are manufactured by the Toro Company. The irrigation system provides for property line to property line coverage in areas where housing development abuts the course. This system, installed in 1993, is in excellent condition.

The Mira Mesa Course is connected to the Chula Vista Recreation Center via a tunnel under Rio Grande Boulevard. Continuous cart paths are provided to assist in keeping playing condition good under the stress of high levels of play which the course receives.

The Mira Mesa Course is one of the most difficult of the executive-length courses at The Villages. The course provides most of the same playing characteristics found within Championship length venues. The bunkering is strategic and sometimes penal to poorly played shots. The contouring of mounds and fairways provides challenging stance positions, and the greens are highly contoured placing premiums on delicate putting skills. Water comes into play on two of the holes for poorly played shots.

All of the maintenance practices work together to provide quality playing conditions. The Village Center District maintains very tight specifications relative to the fertilization, aerification/top dressing practices, and mowing routines. The course is also overseeded with perennial ryegrass during the winter months to provide increased enjoyment to the golfers. This also protects the bermuda grass from wearing-out during its dormant period.

## **RECREATIONAL VEHICLE PARKING/STORAGE AREA**

375 Rolling Acres Road. Developed in 1987, this area's perimeter is secured with high quality chain link fence that is in good condition. The parking area is paved with asphalt in good condition with good stability. All striping and numbering in the parking area is of good quality and condition. This area is lighted with photocell controlled security lighting. This facility was expanded in 2000 to approximately double in size. The total area is now 11.2 acres and provides storage for 527 recreational vehicles, boats, etc.

## **LAKE LAGUNA**

1022 Ventura Drive. Lake Laguna is a man-made lake/water control structure constructed in 1990. The bottom portion of this facility was lined with clay in 1991 to provide an additional depth of standing water. This facility is approximately 11 acres in size and is totally surrounded by residential development. It is in good condition and is well maintained.

## **DE LA VISTA POSTAL FACILITY PARK**

1019 Rio Grande Avenue. The phase one facility was constructed in the summer of 1993 and houses 2,000 postal boxes. The structure is 8" concrete block with metal lath and stucco, pre-fabricated wood roof trusses and concrete tile roof over plywood sheathing. The building contains an employee's toilet room and all related electrical and air-conditioning systems, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The facility was constructed in compliance with all applicable local, state and national codes, regulations and requirements. The structure appears to be well maintained and is in good condition. The parking area is paved with asphalt and is in good condition and stability. All striping in the parking area is of good quality and condition. The remainder of this area is sodded, landscaped, well maintained open space.

## **MORSE BLVD/US HWY. 441/27 OPEN AREA**

No address. This open space, developed in 1995, has plant material and irrigation, and is in excellent condition.

## **RIO GRANDE RECREATION CENTER**

1228 Rio Grande Avenue. This neighborhood park and recreation center, constructed in 1996, contains a pool enclosed by stucco wall with ironwork grills, a recreation building, and associated parking for cars and golf carts, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. This facility is very popular due in part to its attractive setting overlooking undeveloped property to the South. Constructed in 1996, the pool buildings contain 504 square feet of recreational area, constructed with 8 inch concrete block with metal lath and stucco, pre-fabricated wood roof trusses and concrete tile roof over plywood sheathing. The buildings contain separate gender restrooms, storage room, and all related electrical and air conditioning systems. The facility was constructed in compliance with all applicable local, state and national codes, regulations and requirements. The complex is well maintained and in good condition. The parking area is paved with asphalt and is in good condition. All striping in the parking area is of good quality and condition. The park-like site is well landscaped and irrigated; the parking area is lighted for security. These facilities are in excellent condition, and are being well maintained.

## **DE LA VISTA GOLF COURSE**

803 San Marino Drive. The De La Vista Course, constructed in 1995, is a Par 29 course consisting of seven (7) Par 3 holes and two (2) Par 4 holes, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The holes vary in length and degree of difficulty. This course is designed in a "core" pattern with all of the holes routed together.

The De La Vista Course is grassed predominantly in two varieties of bermuda grass with the greens planted in Tifdwarf and the fairways, roughs, and teeing area grassed in T-419. Some of the outer rough areas are un-irrigated and planted in bahia grass which is very drought tolerant.

The irrigation source is deep well, lower aquifer. The sprinklers and automatic controllers are manufactured by the Rainbird Company. This golf course irrigation system, installed in 1995, is in excellent condition.

The De La Vista Course has continuous cart paths provided to assist in keeping playing condition good under the stress of high levels of play which the course receives.



The De La Vista Course is moderate in difficulty compared to the other Executive Length Courses at the Villages. The course provides most of the same playing characteristics found within Championship length venues. The bunkering is strategic and sometimes penal to poorly played shots. The contouring of mounds and fairways provides challenging stance positions, and the greens are contoured, placing premiums on delicate putting skills.

The Village Center District maintains very tight specifications relative to the fertilization, aerification/top dressing practices, and mowing routines. The tees and greens are also overseeded with perennial ryegrass during the winter months to provide increased enjoyment to the golfers. This also protects the bermuda grass from wearing-out during its dormant period.

#### **HACIENDA HILLS POSTAL FACILITY PARK**

1203 Morse Boulevard. This facility was constructed in 1995. The structure is 8-inch concrete block with metal lath and stucco, pre-fabricated wood roof trusses and concrete tile roof over plywood sheathing, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building contains an employee restroom, a mail workroom, 2,000 postal boxes, an automatic bank teller machine room and all related electrical and air-conditioning systems. The facility was constructed in compliance with all applicable local, state and national codes, regulations and requirements. The structure is well maintained and in good condition. The parking area is paved with asphalt and is in good condition. All striping in the parking area is of good quality and condition. The site is attractively landscaped, irrigated by an automatic sprinkler system, and lighted for nighttime use.

#### **TIERRA DEL SOL RECREATION CENTER**

808 San Marino Drive. The neighborhood park and recreation center contain a pool enclosed by stucco wall with ironwork grills, a recreation building, tennis, pickle ball, shuffleboard and bocce ball courts, and associated parking for cars and golf carts, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. This facility is very popular due in part to its attractive setting overlooking the Tierra Del Sol Golf Course. Constructed in 1997, the recreation building contains 987 square feet of recreational area, constructed with 8-inch concrete block with metal lath and stucco, pre-fabricated wood roof trusses and concrete tile roof over plywood sheathing. The building contains separate gender restrooms, multi purpose room, recreation directors office, storage room, and all related electrical and air conditioning systems. The facility was constructed in compliance with all applicable local, state and national codes, regulations and requirements. The complex is well maintained and in good condition. The parking area is paved with asphalt and is in good condition. All striping in the parking area is of good quality and condition. The park-like site is well landscaped and irrigated; the parking area is lighted for security. Having been constructed in 1997, these facilities are in excellent condition, and are being well maintained.

#### **SANTO DOMINGO POSTAL FACILITY PARK**

1300 Cazaras. This facility was constructed in 1996. The structure is 8-inch concrete block with metal lath and stucco, pre-fabricated wood roof trusses and concrete tile roof over plywood sheathing, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building contains an employee restroom, a mail workroom, 1,320 postal boxes, an automatic bank teller machine room and all related electrical and air-conditioning systems. The facility was constructed in compliance with all applicable local, state and national codes, regulations and requirements. The structure is well maintained and in good condition. The parking area is paved with asphalt and is in good condition. All striping in the parking area is of good quality and condition. The site is attractively landscaped, irrigated by an automatic sprinkler system, and lighted for nighttime use.

## **EL DIABLO GOLF COURSE**

2381 Enrique Drive. El Diablo, constructed in 1997, consists of (9) Par 3 holes and is designed in a "core" pattern with all of the holes routed together and, includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The course is separated by a Florida Power Corporation easement which runs from southeast to northwest. This easement assists the courses design in that it provides more expansive views and vistas from every imaginable viewing area. With this easement, El Diablo encompasses roughly 40.5 +/- acres of turf area. El Santiago Laguna, roughly a 12.1-acre +/- man-made lake, is also located within the course. Due to the power line and massive lake structure, El Diablo is larger than a normal Executive Course.

The irrigation system is an electric valve in head sprinkler system from Rainbird Irrigation Company. The irrigation source is highly treated effluent water.

The length of the holes vary from over 200 yards in length from the Championship Tee on one hole to under 100 yards from the Forward Tee on several holes. The course design has created many "vista or valley" views not customarily found in the Florida topography. These depressional or down hill holes will require more accurate tee shots than other executive courses. These features combined with large undulating greens make this course more difficult than other executive courses at The Villages; therefore, the naming of this course is The Devil. El Diablo connects to another executive course which is named El Santiago (The Saint).

El Diablo is grassed in three primary varieties of grasses: Greens in Tifdwarf bermuda grass; fairways and primary roughs in Turfway bermuda grass; and secondary roughs in Argentine bahia grass. The landscaping theme of the course is native Floridian, with pines and sabal palms being the primary tree variety. Cordgrass and palmetto have been used in large landscape bed features to highlight the various vista views and accentuate many of the feature mounds.

## **ALHAMBRA POSTAL FACILITY PARK**

2625 Privada Drive. This facility, constructed in 1997. The structure is pressure treated post and beams, pre-fabricated wood roof trusses and metal roof shingles over plywood sheathing, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The interior enclosure is constructed of 2' x 4' wood studs, plywood sheathing and cementitious horizontal lap siding. The building contains an employee restroom, a mail workroom, 1,200 postal boxes, an automatic bank teller machine room, and all related electrical and air-conditioning systems. The facility was constructed in compliance with all applicable local, state and national codes, regulations and requirements. The structure is well maintained and in good condition. The parking area is paved with asphalt and is in good condition and stability. All striping in the parking area is of good quality and condition. The site is lighted, landscaped, and irrigated in a manner that complements its neighborhood setting, and it is well maintained.

## **EL CAMINO RV PARKING**

2349 El Camino Real. This site, completed in 1997, is a large asphalt parking area designed to accommodate approximately 200 RVs, boats, and other vehicles which residents may store in a secure fenced and lighted compound. It is accessed conveniently from El Camino Real, and is attractively screened from view by an eight-foot high berm which runs parallel with the road and angles across the southeast corner of the site. The berm is heavily landscaped and is irrigated by an automatic sprinkler system. The balance of the site is un-irrigated bahia grass and requires little maintenance.

## **LAGUNA MADRE AND LAGO PAQUITO**

1596 El Camino Real. These lakes were constructed in 1995, as water retention and flood plain areas serving a very large watershed which comprises the northeast portion of The Villages, west of US 441/27. The lakes were designed to be aesthetic features as well as functional, and with their adjacency to portions of Morse Boulevard and El Camino Real, they constitute an important open space amenity. The lake banks were sodded with bahia grass, and native tree species and wildflowers were planted in the flood plain area on the east end of Lago Paquito. The condition of these facilities is good, as is their maintenance. The Laguna Madre Pump Station, constructed in 1998, includes a 1,200 gpm single 100-horse power submersible pump located in a below-ground concrete vault, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

## **EL SANTIAGO POSTAL FACILITY PARK**

1417 Enrique Drive. This building, constructed in 1998, contains 1,240 postal boxes, a mail service workroom, an employee restroom, and an automatic teller machine, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure is comprised of concrete slab, wood columns and beams, and pre-engineered wood roof trusses. The exterior finishes are cementitious horizontal cap siding, tongue and groove wood ceiling, wood trim and metal roof shingles. The structure is in good shape and exceeds current code requirements. The air conditioning system for mail service workroom and ATM room are ductless split system heat pumps. Related site development includes all required parking, driveways and site lighting.

## **EL SANTIAGO GOLF COURSE**

2381 Enrique Drive. El Santiago, constructed in 1998, is the sister course to El Diablo. This course is named The Saint because it has a lesser degree of difficulty than El Diablo. The course consists of (9) par 3-holes varying in length from 172 yards long to 120 yards and the holes are routed in a core configuration. El Santiago has approximately 24.7 acres of turf area, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

The irrigation system is an electric valve in head design supplied from Rainbird Irrigation Company. The irrigation system is supplied by the pumping system located on El Diablo (Lago Santiago Laguna, a 12.1-acre lake lined with a plastic liner). The source of water comes from stormwater management systems and highly treated effluent water.

El Santiago is grassed in three primary varieties of grasses: Greens in Tifdwarf bermuda grass; fairways and primary roughs in Turfway bermuda grass; and secondary roughs in Argentine bahia grass. The landscaping theme of the course is native Floridian, with pines and sabal palms being the primary tree variety. Cord grass and palmettos have been used in large landscape bed features to highlight the various vista views and accentuate many of the feature mounds.

The El Santiago Course and the El Diablo Courses are the core amenity of the El Santiago Recreation Center. A dual functioning starter's building is centrally located to conveniently service both courses. Cart parking is provided in this area. The starter's facility features men and women's restrooms, vending area with water fountain plus a small storage area. An on-course restroom is located at the 5<sup>th</sup> tee.

## **EL SANTIAGO RECREATION CENTER**

1273 Enrique Drive. El Santiago Recreation Center, completed in 1999, is a neighborhood park and recreation facility containing a 32 ft. x 52 ft. swimming pool, recreation building, shade pavilions, tennis, pickle ball, shuffleboard, and bocce ball courts, and associated parking for cars and golf carts, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

The recreation building is approximately 1,885 s.f. and contains a public multi-purpose room, recreation director's office, workroom, storage room and public restrooms. The structure is cementitious horizontal lap siding over 8" concrete block walls, pre-engineered wood roof trusses and metal shingle roofing. Interior non-load bearing walls are 2 x 4 wood studs and gypsum wallboard. The electrical system, fluorescent building lighting, incandescent recessed exterior lights and ceiling fans, pool equipment and power systems conform to current code requirements. The air conditioning system is comprised of insulated metal duct served by a sput-system heat pump. The building complies with Florida Handicapped Accessibility Standards.

## **GLENBROOK POSTAL FACILITY PARK**

3017 Talley Ridge Drive. This facility, constructed in 1999, contains 1,126 postal boxes, a mail service workroom, an employee restroom, and an automatic bank teller machine, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure is comprised on concrete slab, wood columns and beams, pre-engineered wood roof trusses and fiberglass roof shingles. Finishes include vertical and horizontal vinyl siding and soffits on the exterior and painted plywood and Gypsum boards sheathing on the interior. The structure and electrical systems exceed current code requirements. The air-conditioning system for mail service workroom and ATM room are ductless sput-system heat pumps. Related site development includes all required parking, driveways and site lighting.

## **POLO RIDGE POSTAL FACILITY PARK**

801 Oak Forest Drive. This facility, constructed in 1999, contains 960 postal boxes, a mail service workroom, an employee restroom, and an automatic bank teller machine, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure is comprised of concrete slab, 16" diameter concrete block plaster columns, precast concrete lintel beams, and pre-engineered wood roof trusses. The exterior finishes are cementitious horizontal lap siding, stucco beams and soffit and metal roof shingles. The structure is in good shape and meets current building and electrical codes. The air conditioned mailroom and ATM room is serviced by ductless split system heat pumps. Related sitework includes all required parking, driveways, and site lighting.

## **EL SANTIAGO ENTRY FEATURE**

1450 Enrique Drive. This facility, constructed in 1998, consists of a security guardhouse, employee restroom, entry walls and electronic gate arm designed to monitor, but not deny public access, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure consists of concrete slab, concrete block bearing walls with cementitious horizontal lap siding, pre-engineered roof trusses with plywood sheathing and metal roof shingles. All construction conforms to applicable current building codes. The air conditioning for El Santiago Guard House is provided by a wall mounted split system heat pump.

### **GLENBROOK ENTRY FEATURE**

1290 Buena Vista Boulevard. This facility constructed in 1999, consists of a security guard house, employee restroom, entry walls and electronic gate arm designed to monitor but not deny public access, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure is composed of concrete slab, concrete block bearing walls with cementitious horizontal lap siding and brick base, pre-engineered roof trusses with plywood sheathing and fiberglass shingles. All construction conforms to applicable current building codes. The air conditioning for the Glenbrook Guard House is provided by a wall mounted split system heat pump.

### **POLO RIDGE ENTRY FEATURE**

780 Buena Vista Boulevard. This facility, constructed in 1999, consists of a security guard house, entry wall structures, and electronic gate arm designed to monitor, but not deny public access, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure is composed of concrete slab, concrete block exterior walls with cementitious horizontal and vertical siding, 16" diameter concrete block columns with stucco finish and pre-engineered roof trusses, plywood sheathing with metal roof shingles.

### **HARMESWOOD ENTRY FEATURE**

1785 Buena Vista Boulevard. This facility, constructed in 1999, consists of a security guard house, entry wall structures, and electronic gate arm designed to monitor, but not deny public access, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure, which conforms to all applicable building codes, is comprised of concrete slab, concrete block walls and pre-engineered wood trusses. Exterior finishes are cementitious siding, brick base and standing fiberglass shingle roofing.

### **VALLE VERDE POSTAL FACILITY PARK**

88 Palermo Place. This facility, constructed in 1998, contains 400 postal mailboxes, a mail service workroom, an employee restroom, and an automatic teller machine, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building structure is comprised of concrete slab, concrete block walls and pre-engineered roof trusses. Exterior finishes include stucco wall and soffit finish and clay barrel tile roofing.

The structure and electrical systems meet current code requirements. The air-conditioning system for the mail service workroom and ATM room are ductless split system heat pumps. Related site development includes all required parking, driveways and site utilities.

### **LA ZAMORA ENTRY FEATURE**

100 Chula Vista Avenue. This facility, constructed in 1998, consists of a security guardhouse, entry wall structures and electronic gate arm (not including any real property) designed to monitor, but not deny public access, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The structure is of concrete slab; concrete block walls with stucco finish and pre-engineered wood trusses, sheathing and clay barrel roof tile. All construction exceeds applicable current building codes.

## **LAGO LUNA STORMWATER CONTROL**

No address, bounding De La Vista Golf Course. The Lago Luna Stormwater Control is a man-made lake/stormwater control basin constructed in 1998 to provide flood control for The Villages of La Zamora, Valle Verde and surrounding properties within The Villages. This lake is approximately 6.7 acres in size and totally surrounded by residential development. The initial construction included the installation of a geosynthetic liner on the bottom portion of this lake to provide for continual standing water. The upper portion of this lake was completely sodded during construction. This facility is in excellent condition and requires little or no maintenance.

## **HAWKES BAY GOLF COURSE**

740 Buena Vista Boulevard. Hawkes Bay Golf Course, constructed in 1999, is the sister course to Saddlebrook Golf Course. The course is configured in a core layout with several of the holes prominently positioned for view from County Road 466 and Buena Vista Boulevard, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The design flavor is "Park Lands" style, with long views, flowing mounds and large greens. Stately live oaks have been meticulously saved and sculpted around to highlight their beauty. Mass planting of azaleas provide additional color and beauty around these trees.

The teeing grounds are extremely large to accommodate demand. Three distinct teeing areas provide varying lengths to challenge various skill levels. Large bunkers are strategically positioned on eight of the holes. A golf course restroom is located adjacent to the 7<sup>th</sup> Tee. A full service starter's facility with restrooms and storage is located at the 1<sup>st</sup> Tee.

At the center of the Hawkes Bay Golf Course is Osprey Lake. This man-made 5.2-acre lake is lined with a poly liner and has a heavily landscaped shoreline featuring outcropping of Florida fieldstone, cordgrass and muhly grass in established mass plantings. The lake comes into play on three holes. A large fountain is centered in the lake and features a 60-foot main stream with a 360° lower spray stream averaging 15 feet. The greens are planted in Tifdwarf and the fairways, tees, and roughs in Tifway Bermuda. The greens and bunkers have subsurface drainage.

Irrigation water is supplied to Hawkes Bay Golf Course via the "Rainbird Cirrus System", a centralized computer controlled network. The field controllers are "Rainbird Par Plus" hard wire with a handheld radio option. The entire golf course corridor is irrigated with electric valve-in-head main golf course heads ("Rainbird Eagle 900 Series") and perimeter heads ("Hunter I-25 Stainless Steel"). Stormwater from The Trough Lake and Osprey Lake is the primary irrigation water source, augmented by highly treated effluent water. Emergency backup shall be provided from a deep well located at the Hawkes Bay Pump Station.

## **SADDLEBROOK GOLF COURSE**

2980 Saddlebrook Lane. Saddlebrook Golf Course, constructed in 1999, is the core amenity feature for the Saddlebrook Recreation Center. The course is comprised of (9) Par 3 holes varying in length, playability and degree of difficulty, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The course is configured in a core layout with several of the holes prominently positioned for view from County Road 466 and Buena Vista Boulevard. The design flavor is "Parkland's" style, with long views, flowing mounds and large greens. The teeing grounds are extremely large to accommodate demand. Three distinct teeing areas will provide varying lengths to challenge various skill levels. Large bunkers are strategically positioned on eight of the holes. The greens and bunkers have subsurface drainage.

At the center of Saddlebrook Golf Course is The Trough Lake. This created 6.8-acre lake is lined with a poly liner and has a heavily landscaped shoreline featuring outcropping of Florida fieldstone, cordgrass and muhly grass in mass plantings. The lake comes into play on three holes. A large fountain is centered in the lake and features a sixty-foot (60') main stream with a 360-degree lower spray streams averaging fifteen feet (15').

Stately live oaks have been meticulously saved and sculpted around to highlight their beauty. Mass planting of azaleas will provide additional color and beauty around these trees. The greens are planted in Tifdwarf and the fairways, tees, and roughs in Tifway Bermuda. Minimal use of bahia grass is provided along the far eastern boundary.

Saddlebrook Golf Course features a large undulating putting green, cart parking areas, and a strategically placed Starter's building located near the #1 tee. A golf course restroom is located adjacent to the 6<sup>th</sup> tee.

Irrigation water is supplied to Saddlebrook Golf Course via the "Rainbird Cirrus System", a centralized computer controlled network. The field controllers are "Rainbird Par Plus" hard wire with a handheld radio option. The entire golf course corridor is irrigated with electric valve-in-head main golf course heads ("Rainbird Eagle 900 Series") and perimeter heads ("Hunter I-25 Stainless Steel"). Stormwater from The Trough Lake and Osprey Lake is the primary irrigation water source, augmented by highly treated effluent water. Emergency backup shall be provided from a deep well located at the Hawkes Bay Pump Station.

#### **SADDLEBROOK RECREATION CENTER**

3010 Saddlebrook Lane. The Saddlebrook Recreation Center, completed in 1999, includes four full-sized softball fields with an approximately 900 square foot concession building, tennis courts, pickle ball courts, boccie ball courts, shuffleboard courts, a recreation/storage buildings, and associated parking for cars and golf carts, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Related site development includes cart paths, pedestrian walkways, site lighting, landscaping, and irrigation. The concession building includes food prep equipment, public restrooms, storage and a scorekeeper/announcer's tower.

#### **SADDLEBROOK GOLF MAINTENANCE FACILITY**

2840 Saddlebrook Lane. This building, constructed in 1999, is approximately 4,800 square foot. It serves as open equipment bays for storage and servicing of golf course maintenance equipment, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The building is provided with a mechanical ventilation system. Related site improvements include all required parking, driveways, concrete block soil and mulch bins, site lighting, landscaping, and irrigation.

#### **SOUTHERN TRACE ENTRY FEATURES**

3360 Southern Trace. This facility, constructed in early 2000, consists of an unmanned security guardhouse with electronic gate arm, and associated landscaping entry walls, and irrigation, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

#### **TALLEY CIRCLE MEDIAN PARK**

1590 Buena Vista Boulevard. Tally Circle Median Park, constructed in late 1999, is a 200' diameter landscaped park area within the Tally Circle traffic roundabout, with facilities including park benches, a covered walkway, landscaping, and irrigation.

## **SAVANNAH CENTER RECREATION CENTER**

1545 Buena Vista Boulevard. The Savannah Recreation Center, completed in late 1999, is a major recreation and community center comprised of a civic/recreation building, a pool house, a 70' x 55' exercise pool, shade pavilions and arbors, shuffleboard courts, bocce ball courts, a chiller building and equipment court, and associated parking, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Related site improvements include pedestrian walkways, entry sign walls, walls screening adjacent housing areas, site and landscape lighting, landscaping, and irrigation.

The main building totals 39,259 square feet and contains an auditorium with stage, seating approximately 834 people. Also incorporated is an 8,880 square foot banquet room that can be subdivided with stacking wall panels into five smaller meeting rooms. Ancillary spaces include a catering kitchen, table and chair storage rooms, entry hall, public restrooms, green/dressing rooms, a bookless library and recreation personnel office.

The pool house is approximately 2,497 square feet and contains public restrooms and locker rooms, janitor service rooms, and a storage room.

## **BELLE AIRE POSTAL FACILITY PARK**

3832 Talley Ridge Drive. This facility, constructed in 1999, consists of a landscaped park area with an approximately 1,600 square foot covered pavilion surrounding an approximately 400 square foot postal drop site, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Related park site improvements include park benches, parking, walkways and driveways, site lighting, landscaping, and irrigation.

## **BELLE AIRE ENTRY FEATURES**

1780 Buena Vista Boulevard. This facility, constructed in 1999, consists of a security guardhouse with electronic gate arm, and entry wall features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

## **HISTORIC SPANISH SPRINGS PARK**

Bounded by US 441 and Main Street. Constructed in 1998, this park facility consists of park benches along landscaped areas and scenic waterfront, and includes decorative walls with associated signage, lighting, and irrigation. The walls are constructed of concrete block with concrete footers, some architectural foam features, and overall stucco finish.

## **ENTRY FEATURES AT NORTH SIDE OF THE INTERSECTION OF AVENIDA CENTRAL NORTH AND US 27/441**

No address, bounded by Avenida Central North and US 441. Constructed in 1989, this facility includes a decorative sign wall and fountain, with associated lighting, landscaping, and irrigation. The wall is constructed of concrete block with a concrete footer, with a stucco finish. The fountain is constructed with cast concrete base and a stucco concrete block basin, with a tiered natural stone fountain operated by a recirculating pump.



### **BRIAR MEADOW POSTAL PARK**

8700 SE 172nd Legacy Lane. The Briar Meadow Postal Park is a 0.71 acre landscaped park that was constructed in 2001 and contains the 1,394 s.f. Briar Meadow Postal Facility, benches and other amenities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **BRIAR MEADOW SOUTH GUARD HOUSE**

17305 Buena Vista Boulevard. This facility, constructed in 2001, consists of a manned security guardhouse and appurtenant features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **BRIAR MEADOW NORTH GUARD HOUSE**

16601 SE 86th Belle Meade Circle. This facility, constructed in 2001, consists of a manned security guardhouse and appurtenant features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **BRIARWOOD GOLF COURSE**

8501 SE 172nd Legacy Lane. The Briarwood Golf Course consists of a 44.88 acre nine-hole executive golf course, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **WALNUT GROVE GOLF COURSE**

8501 SE 172nd Legacy Lane. The Walnut Grove Golf Course consists of a 31.52 acre nine-hole executive golf course, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **BRIARWOOD/WALNUT GROVE WELL HOUSE**

17320 SE 85th Willowick Circle. The Wellhouse facility was constructed in 2001 and provides irrigation services to the Briarwood and Walnut Grove golf courses, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **BRIARWOOD/WALNUT GROVE PUMP HOUSE**

17180 SE 86th Belle Meade Circle. The pump house facility was constructed in 2001 and provides irrigation services to the Briarwood and Walnut Grove golf courses, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **CALUMET GUARD HOUSE**

16900 Buena Vista Boulevard. This facility, constructed in 2001, consists of a manned security guardhouse and appurtenant features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **CHATHAM GUARD HOUSE**

17300 Buena Vista Boulevard. This facility, constructed in 2001, consists of a manned security guardhouse and appurtenant features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **PIEDMONT GUARD HOUSE**

17350 SE 86th Belle Meade Circle. This facility, constructed in 2001, consists of a manned security guardhouse and appurtenant features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **PIEDMONT POSTAL PARK**

17400 SE 86th Belle Meade Circle. The Piedmont Postal Park is a 0.76 acre landscaped park that was constructed in 2001 and contains the 1,421 s.f. Piedmont Postal Facility, benches and appurtenant facilities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **SILVER LAKE CLUB**

683 Rainbow Boulevard. The Silver Lake Club, located upon a 1.11 acre site, was constructed in 1987 and substantially remodeled in 2003, and includes a 5,072 s.f. recreational building facility, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **SPRINGDALE EMS**

17202 SE 86th Belle Meade Circle. The Springdale Emergency Medical Services facility was constructed in 2001 and provides a staging area and other support for emergency medical services provided by the District pursuant to its fire service activities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **SPRINGDALE GUARD HOUSE**

17300 SE 86th Belle Meade Circle. This facility, constructed in 2001, consists of a manned security guardhouse and appurtenant features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **SPRINGDALE POSTAL PARK**

17200 SE 86th Belle Meade Circle. The Springdale Postal Park is a 0.96 acre landscaped park that was constructed in 2001 and contains the 1,394 s.f. Springdale Postal Facility, benches and appurtenant facilities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **TIERRA DEL SOL POSTAL PARK**

743 Cimarron Avenue. The Tierra Del Sol Postal Park is a 0.48 acre landscaped park that was constructed in 2001 and contains the 1,394 s.f. Tierra Del Sol Postal Facility, benches and appurtenant facilities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **WOODBURY POSTAL PARK**

17055 SE 86th Belle Meade Circle. The Woodbury Postal Park is a 0.72 acre landscaped park that was constructed in 2001 and contains the 1,394 s.f. Woodbury Postal Facility, benches and appurtenant facilities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **RIO GRANDE POSTAL PARK**

1228 Rio Grande Avenue. The Rio Grande Postal Park is a 0.24 acre landscaped park that was constructed in 2000 and contains the 1,885 s.f. Rio Grande Postal Facility, benches and appurtenant facilities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **GLENVIEW LANDSCAPED OPEN SPACE**

3041 Glenview Road. The Glenview Landscaped Open Space was constructed in 1999 and contains landscaped areas, water features, transportation trails and decorative wall fencing and is approximately 3.82 acres.

### **SUNBURY GUARD HOUSE**

3141 Glenview Road. This facility, constructed in 2000, consists of a manned security guardhouse and appurtenant features, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **SUMMERHILL POSTAL PARK**

863 Davenport Drive. This facility, constructed in 2003, contains 960 mailboxes, 48 boxes, a mail service workroom, employee restroom, and an automatic teller machine room, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **SUMMERHILL ENTRY FACILITY**

863 Davenport Drive. The facility, constructed in 2003, consists of a security guardhouse, entry wall structures, and electronic gate arm, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **AMBERWOOD GOLF COURSE**

7435 SE 172<sup>nd</sup> Legacy Lane. The Amberwood Golf Course consists of eight par 3's ranging from 120 yards to 230 yards in length and one par 4 on the 6th hole, which plays 415 yards, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Amberwood is the "partner" course to Oakleigh and opened December 2003. This course is also certified as an Audubon Silver Certification Course.

### **OAKLEIGH GOLF COURSE**

7435 SE 172<sup>nd</sup> Legacy Lane. The Oakleigh Golf Course consists of par 3's and par 4's holes, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. This is an Audubon International Approved "Silver Certified Golf Course."

### **CALUMET POSTAL PARK**

17099 se 82<sup>ND</sup> Calumet Avenue. This facility, constructed in 2002, contains 1000 mailboxes, 52 parcel boxes, a mail service workroom, employee restroom, and an automatic teller machine room, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **CHATHAM GOLF MAINTENANCE FACILITY AND PARK**

7725 SE 172<sup>nd</sup> Legacy Lane. This golf maintenance facility was constructed in 2002, and houses a maintenance room and crew facilities, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **CHATHAM RECREATION CENTER**

7415 SE 172<sup>nd</sup> Legacy Lane. This facility, constructed in 2002, consists of an 11,166 square foot clubhouse and a 30' x 50' commercial swimming pool and deck with shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 4.73 acre site include four hard surface tennis courts, four hard surface bocce ball courts, four hard surface shuffleboard courts with shade structures, five horseshoe pits, a 20' x 40' wood frame picnic pavilion, a 100 square foot storage building, all required parking (for cars and golf carts), driveways, walkways, irrigation, and landscaping.

### **SADDLEBROOK RECREATION CENTER**

3010 Saddlebrook Lane. This facility was constructed in two phases, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. The first phase built in 2000, consists of a 2,018 square foot air-conditioned meeting room/restroom structure with a 30' x 50' commercial pool and deck, sports courts and shade structures. The second phase of this facility, built in 2002, added 7,209 square feet of additional meeting rooms, offices and warming kitchen facilities to the complex. An additional 960 square feet of covered porch was incorporated that tied the two structures together. A complete interior renovation of the phase one structure converted it into a billiard room. Related site improvements of this 7.81 acre site, constructed during the first phase, include four hard surface bocce courts, four hard surface shuffleboard courts with shade structures, six hard surface pickle ball courts, two hard surface tennis courts, a 400 square foot storage building, and all required parking.

### **SPRINGDALE RECREATION CENTER**

17210 SE 86<sup>th</sup> Belle Meade Circle. This facility, constructed in 2002, is comprised of a 590 square foot air-conditioned meeting room facility and 804 square feet of covered porch, storage room area. It has a 30' x 50' commercial pool and deck as well as a cedar post and trellis deck shade structure, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Related site development of this 0.81 acre site includes all required parking, walkways and driveways, landscaping, and irrigation.

### **BIRCHBROOK ENTRY FACILITY**

No address, bounded by SE 166<sup>th</sup> Birchbrook Loop. This facility, constructed in 2003, consists of an entry wall structure and an electronic gate arm. This site also has irrigation and landscaping.

### **COTTAGES AT SUMMERCHASE SECURITY FACILITY**

1685 Buena Vista Boulevard. This facility, constructed in 2003, consists of an entry wall structure and electronic gate arm. This site sited also includes irrigation and landscaping.

### **WALNUT GROVE OPEN SPACE**

No address, bounded by SE 86<sup>th</sup> Belle Meade Circle. This area was constructed in 2002 and is comprised of a 4.45 acre irrigated and landscaped park setting

### **HICKORY HILL HAMMOCK ENTRY FACILITY**

793 Oregon Avenue. This facility was constructed in 1994 and consists of a decorative stucco concrete block entry wall with electronically operated swing gates constructed of decorative aluminum. The entry wall structure conforms to all applicable building codes. This 1.27 acre site also includes a parking area, a pedestrian entry gate, required driveways and sidewalks, irrigation and landscaping.

### **MULBERRY GROVE RECREATION AREA**

8445 SE 165<sup>th</sup> Mulberry Lane. This facility, constructed in 2002, consists of a 29,303 s.f. clubhouse and a 75' x 78' commercial swimming pool with pool house, deck and shade structures. Other improvements of this 10.26 area site include eight hard surface pickle ball courts, four hard surface bocce ball courts, four hard surface shuffle board courts, four horseshoe pits, a 22' x 42' picnic pavilion, a 271 s.f. storage/restroom building, a hard surface half court basketball court, a postal facility for the Mulberry Grove Commercial Area, all required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

### **CALUMET POOL RECREATION CENTER**

17100 SE 82<sup>nd</sup> Calumet Avenue. This 0.77 acre facility, constructed in 2003, consists of a 590 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures.

### **SUMMERHILL RECREATION CENTER**

861 Davenport Drive. This facility, constructed in 2003, consists of a 590 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures. Other improvements of this 1.68 acre site include one hard surface shuffle-board court, one horseshoe pit, one hard surface bocce ball court, all required parking (for cars and golf carts), driveways, walkways, irrigation and landscaping.

### **FORSYTH ENTRY FEATURE**

No address, bounded by SE 167<sup>th</sup> Forsyth Street. This facility, constructed in 2003, consists of electronic gate arms designed to control access to Forsyth residents. The 0.01 acre island on which the gate arms are situated has irrigation and landscaping.

### **441 EXERCISE PARK**

No address, bounded by US 441 and Paradise Lake. This facility, constructed in 1988, consists of a 376 s.f. storage building. Related site development of this 11.49 acre site includes parking, walkways, driveways, landscaping, irrigation and recreation trail.

### **PARADISE LANDSCAPED AREA**

No address, bounded by US 441 and West Boone Court. This area, constructed in 1988, is comprised of a 0.4 acre irrigated and landscaped open space.

### **GRIFFIN ROAD FIRE/EMS STATION**

725 Griffin Avenue. This facility, constructed in 1984, consists of a Fire/EMS building. Other improvements of this 0.43 acre site include driveways, walkways, grassed parking, irrigation and landscaping, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **LANDSCAPED AREA ADJACENT TO THE PROGRESS ENERGY SUBSTATION**

No address, bounded by Briarwood and Walnut Grove golf course. This area was constructed in 2002, and is comprised of a 4.95 acres of open space.

### **MAYFIELD ENTRY FEATURE**

No address, bounded by SE 167<sup>th</sup> Mayfield Place. This facility, constructed in 2002, consists of electronic gate arms designed to control access to Mayfield residents. The 0.005 acre island on which the gate arms are situated has irrigation and landscaping.

### **RIO GRANDE RECREATION CENTER LAWN BOWLING**

1228 Rio Grande Avenue. This 0.33 acre facility, constructed in 1998, consists of a stabilized lawn bowling court. This site also includes walkways and irrigation.

### **SPRINGDALE RECREATION CENTER GOLF CART PARKING**

17210 SE 86<sup>th</sup> Belle Meade Circle. This 0.42 acre facility, constructed in 2002, consists of a recreation center golf cart parking, driveways, walkways, irrigation and landscaping.

### **BELVEDERE SECURITY FACILITY**

441 Belvedere Boulevard. This facility, constructed in 2003, consists of electronic gate arms designed to control access to the Village of Belvedere and Bonnybrook. The 0.02 acre island on which the gate arms and entry features are situated has irrigation and landscaping.

### **BONNYBROOK CENTRAL COMMAND SECURITY FACILITY**

591 Belvedere Boulevard. This facility, constructed in 2003, consists of an 825 s.f. security building, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 0.06 acre site include walkways, irrigation and landscaping.

## **BONNYBROOK POSTAL PARK AND NEIGHBORHOOD RECREATION CENTER**

675 Farmington Avenue. This facility, constructed in 2003, consists of a 431 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 2.04 area site include one hard surface bocce ball court, one hard surface shuffle board court, one horseshoe pit, a postal facility for the Village of Bonnybrook. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

## **PIMLICO VILLAGE RECREATION CENTER**

530 Belvedere Boulevard. This facility, constructed in 2003, consists of a 9,214 s.f. clubhouse and a 32' x 52' commercial swimming pool with pool house, deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 7.55 acre area site include eight hard surface pickle ball courts, four hard surface bocce ball courts, four hard surface shuffle board courts, three horseshoe pits, a 22' x 42' picnic pavilion, a 128 s.f. equipment storage building, all required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

## **ASHLAND SECURITY FACILITY**

980 Lynnhaven Lane. This facility, constructed in 2003, consists of electronic gate arms and entry features designed to control access to the Village of Ashland. The 0.02 acre island on which the gate arms are situated has irrigation and landscaping.

## **WINIFRED SECURITY FACILITY**

597 Winifred Way. This facility, constructed in 2003, consists of electronic gate arms designed to control access to the Village of Winifred residents. The 0.02 acre island on which the gate arms are situated has irrigation and landscaping.

## **BRIDGEPORT AT LAKE MIONA SECURITY FACILITY**

1700 Lake Miona Drive. This facility, constructed in 2003, consists of electronic gate arms and concrete block entry features designed to control access to the Village of Bridgeport. The 0.02 acre island on which the gate arms are situated has irrigation and landscaping.

## **BRIDGEPORT VILLAGE RECREATION CENTER AND POSTAL PARK**

1670 Lake Miona Drive. This facility, constructed in 2004, consists of a 9,791 s.f. clubhouse and a 32' x 52' commercial swimming with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 6.05 area site include two tennis courts, four hard surface bocce ball courts, four hard surface shuffle board courts, three horseshoe pits, a 22' x 42' picnic pavilion, a 128 s.f. equipment storage building, a postal facility for the Village of Bridgeport. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

### **WINIFRED POSTAL PARK AND NEIGHBORHOOD RECREATION CENTER**

624 Kingston Way. This 2.09 acre facility, constructed in 2004, consists of a 431 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this site include one hard surface bocce ball court, one hard surface shuffle board court, one horseshoe pit, a pool equipment building, and a postal facility for the Village of Winifred. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

### **ASHLAND POSTAL PARK AND NEIGHBORHOOD RECREATION CENTER**

735 Lynnhaven Lane. This 1.78 acre facility, constructed in 2004, consists of a 431 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this site include one hard surface bocce ball court, one hard surface shuffle board court, one horseshoe pit, a pool equipment building, and a postal facility for the Village of Ashland. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

### **LAKE SUMTER LANDING PORT AUTHORITY BUILDING**

645 Morse Boulevard. This facility, constructed in 2004, consists of a 178 s.f. entry feature building. Other improvements of this 2.88 area site include irrigation and landscaping, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

### **CHURCHILL STREET VILLAGE RECREATION CENTER**

2375 Churchill Street. This facility, constructed in 2004, consists of a 9,543 s.f. clubhouse and a 32' x 52' commercial swimming pool with pool house, deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 4.37 acre area site include two tennis courts, four hard surface pickle ball courts, four hard surface bocce ball courts, four hard surface shuffle board courts, four horseshoe pits, a 20' x 40' picnic pavilion, a pool equipment enclosure, all required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

### **BELVEDERE POSTAL PARK AND NEIGHBORHOOD RECREATION CENTER**

2850 Churchill Street. This 1.80 acre facility, constructed in 2004, consists of a 431 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this site include one hard surface bocce ball court, one hard surface shuffle board court, one horseshoe pit, a pool equipment building, and a postal facility for the Village of Belvedere. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

### **LYNNHAVEN POSTAL PARK AND NEIGHBORHOOD RECREATION CENTER**

2500 Churchill Street. This 1.84 acre facility, constructed in 2004, consists of a 431 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this site include one hard surface bocce ball court, one hard surface shuffle board court, one horseshoe pit, a pool equipment building, and a postal facility for the Village of Lynnhaven. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.



## **LAKE SUMTER LANDING TOUR LAUNCHES**

No address, on Lake Sumter. A 2004 Crosby Yacht Motor Pilot House Tour Launch, 26'6" LOA, 10'4" Beam, 3'0" Draft, 9,000 LB. Displacement, Fiberglass Hull, Single Screw Yanmar 4JH3E Inboard Diesel, 40 Gal Fuel Tank, Hull ID No. CRY26166A404, Serial No. E27078/10126, Built in Osterville, MA., Surveyed prior to delivery by Edwin C. Boice, CMS NO.121-674. In excellent condition.

A 2004 Crosby Yacht Motor Pilot House Tour Launch, 26'6" LOA, 10'4" Beam, 3'0" Draft, 9,000 LB. Displacement, Fiberglass Hull, Single Screw Yanmar 4JH3E Inboard Diesel, 40 Gal Fuel Tank, Hull ID No. CRY26165A404, Serial No. E27055/10128, Built in Osterville, MA. Surveyed prior to delivery by Edwin C. Boice, CMS NO.121-674. In excellent condition.

## **SUNSET POINTE POSTAL PARK AND NEIGHBORHOOD RECREATION CENTER**

1694 Bailey Trail. This 1.53 acre facility, constructed in 2004, consists of a 431 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this site include one hard surface bocce ball court, one hard surface shuffle board court, one horseshoe pit, a pool equipment building, and a postal facility for the Village of Sunset Pointe. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

## **HIBISCUS VILLAGE RECREATION CENTER**

1740 Bailey Trail. This facility, constructed in 2004, consists of a 9,771 s.f. clubhouse and a 32' x 52' commercial swimming pool, deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 4.97 acre area site include two tennis courts, four hard surface pickle ball courts, four hard surface bocce ball courts, six hard surface shuffle board courts, four horseshoe pits, a 22' x 42' picnic pavilion, a 127 s.f. equipment storage building, pool equipment enclosure, all required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

## **POINCIANA POSTAL PARK AND NEIGHBORHOOD RECREATION CENTER**

1921 Bailey Trail. This 1.87 acre facility, constructed in 2004, consists of a 431 s.f. storage/restroom building and a 32' x 52' commercial swimming pool with deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this site include one hard surface bocce ball court, one hard surface shuffle board court, a pool equipment building, and a postal facility for the Village of Poinciana. All required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

## **ALLAMANDA VILLAGE RECREATION CENTER**

1515 St. Charles Place. This facility, constructed in 2004, consists of a 9,750 s.f. clubhouse and a 32' x 52' commercial swimming pool with pool house, deck and shade structures, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 4.82 acre area site include two tennis courts, four hard surface pickle ball courts, four hard surface bocce ball courts, four hard surface shuffle board courts, three horseshoe pits, a 20' x 40' picnic pavilion, a pool equipment enclosure, all required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

## **BELVEDERE EXECUTIVE GOLF LINKS**

534 Belvedere Boulevard. This 27 hole golf facility consists of three (3) nine hole courses: Churchill Greens (West Course), Pimlico (East Course) and Belmont (South Course) course, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other shared improvements of the courses are a 2.98 acre Maintenance Compound consisting of the following:

- 5,013 s.f. maintenance building with offices, crewroom, men's and women's bathrooms;
- 600 s.f. integrated pesticide storage building self-contained;
- Material storage bays for waste, mulch, bunker sand, greens topdressing;
- Covered fertilizer storage bays;
- Fuel station area with (2) 550 gallon dual wall tanks and electric pumps;
- Pump station building with 2,400 g.p.m. variable speed pumps;
- Rainbird Cirrus Computerized Central Control System;
- All required parking, driveways, walkways, irrigation, landscape and drainage systems.

**Churchill Greens** is a Par 29 layout consisting of (7) Par 3's and (2) Par 4's. The length is 1,764 yards and features water hazards on (6) of the holes, course and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. A large kestrel preservation area is located next to the sixth hole and kestrel nesting boxes dot the rough areas to assist in foraging for these protected species.

Not only will this course challenge the shot-making skills of its golfers, players will also find themselves pulling out an extra club or two on most tee shots. Much care was taken to preserve the natural terrain, including several grandfather oaks around the course. Golfers will also be treated to vistas of the relaxing country settings that have been around for a hundred years.

Churchill Greens is an Audubon International Approved "Silver Certified Golf Course."

**Belmont Course** is a Par 28 layout consisting of (8) Par 3's and (1) Par 4. The total yardage is 1,692 yards with water hazards on every hole, course, and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

A search for the ultimate challenge on our Executive Golf Trail ends at Belmont. From the very first hole golfers are met with shots that dare a player to shoot for the flag with little room for error. Though navigable from the forward tee markers, a round from the back placement is not for the faint of heart. If the test of each shot doesn't fulfill the golfers dream the southern setting of pastures and wildflowers will.

Belmont is an Audubon International Approved "Silver Certified Golf Course."

**Pimlico Course** is a Par 29 layout consisting of (7) Par 3's and (2) Par 4's. The length is 1,539 yards and features water hazards on 4 holes, course and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility.

This layout lulls the golfer into a state of comfort with the first few holes of play before quickly changing course to provide one of the most challenging set of finishing holes in the Villages Executive Golf Trail. Carrying distance is not nearly as important as club selection and shot placement for golfers here with plenty of diversions. Featuring two spectacular par four holes, the course provides an ample challenge for any golfer.

Pimlico is an Audubon International Approved "Silver Certified Golf Course."

#### **LAUREL MANOR REGIONAL RECREATION CENTER**

1985 Laurel Manor Drive. This facility, constructed in 2004, consists of a 33,437 s.f. clubhouse and a 72' x 75' commercial swimming pool with pool house, deck and shade structures; and includes all items, furniture, fixtures, and equipment utilized in the operation of such a facility. Other improvements of this 11.56 acre area site include two tennis courts, four hard surface pickle ball courts, four hard surface bocce ball courts, four hard surface shuffle board courts, five horseshoe pits, a 20' x 40' picnic pavilion, a storage/restroom building, a hard surface half court basketball court, all required parking (for cars and golf carts) driveways, walkways, irrigation and landscaping.

#### **LAKE SUMTER WAYSIDE PARK**

No address, bounded by Morse Boulevard and Lake Sumter. This 0.78 acre facility, constructed in 2004, consists of golf cart parking, driveways, walkways, irrigation and landscaping.

**DISCLOSURE REPORT OF THE CONDITION OF  
VILLAS OF SPANISH SPRINGS PROVIDED IN ACCORDANCE WITH  
FLORIDA STATUTE 718.616  
Report dated: August 29, 2007**

The Villas of Spanish Springs (the "Project") were constructed between June of 1998 and January of 1999. The certificates of Occupancy, all of which are attached as *Exhibit "A"*, were issued between October 16, 1998 and January 27, 1999. Since completion, the Project has been used for temporary accommodations for people visiting The Villages development. More detailed information concerning the date and type of construction, as well as the condition and estimated remaining useful life and estimated replacement costs of certain components of the Project follows. The inspection of the Project, performed in order to prepare this report, was done January 26, 2007.

1. **ROOF**  
A combination of hip roof systems and gable roof systems are employed. Roofing consists of pre-engineered roof trusses with plywood decking. A combination of clay tile, asphalt shingle, metal standing seam, and wood shake shingle materials are employed.
2. **STRUCTURE**  
The structure consists of concrete slabs-on-grade, and stucco over wood framing. The elevated floor systems above the ground floor consist of plywood sheeting and pre-engineered floor joists.
3. **FIRE PROOFING AND FIRE PROTECTION SYSTEMS**  
Units are separated floor to ceiling by a one hour fire wall. Each unit is equipped with fire extinguishers, smoke detectors, alarm horn announcers, and fire sprinkler/spray heads.
4. **ELEVATORS**  
Elevators are not employed.
5. **HEATING AND COOLING SYSTEMS**  
Each unit has its separate air conditioning and heating systems, consisting of ground-mounted condensing units, with air handling equipment located within the garage.
6. **PLUMBING SYSTEM**  
The plumbing systems for each unit were constructed in accordance with applicable codes. Individual watering metering is provided at each unit. Hot water to each unit is supplied by its own gas water heater with overflow pan.
7. **ELECTRIC SYSTEMS**  
Electric service to each unit is supplied by a ground-mounted transformer and underground service. Individually metered electrical service is supplied to each unit.
8. **SWIMMING POOLS**  
No swimming pools are located within the Project.
9. **SEA WALL**  
Sea walls are not utilized at the Project.
10. **PAVEMENT AND PARKING AREAS**  
Parking for individual units consist of concrete slabs in the individual garages and adjoining parking area, and asphalt paving is used in the central roadway.
11. **DRAINAGE SYSTEMS**  
Storm water runoff and retention is supplied by the Village Center Community Development District, a unit of local special purpose government. The collection system within the Project consist of

concrete curb inlets, concrete ditch bottoms and underground reinforced concrete piping. The patio areas of some units are also served by PVC yard drains.

12. **TERMITE REPORT**

As indicated in the Termite Inspection Report prepared by a Certified Pest Control Operator dated March 19, 2001, no termite damage or infestation was present within the Project at the time of inspection.

13. **PRIOR USE**

As indicated above, since completion the Project has been used to provide temporary accommodations for people visiting The Villages development or during special events.

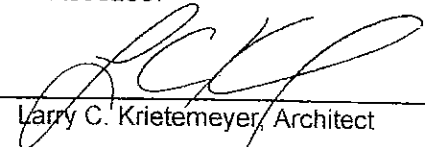
14. **COMPLIANCE WITH ZONING REQUIREMENTS**

As indicated in the letter from the Town of Lady Lake, the Project is in compliance with the applicable zoning requirements of the municipality.

15. **CERTIFIED INFORMATION**

The undersigned architect (while not the Architect of record for the project), licensed and authorized to practice within the State of Florida, certifies as of January 26, 2007, that the age of each component, the estimated remaining useful life of such component and estimated current replacement cost of such component contained in the following chart represent estimations of the information presented therein. I further certify, to the limits possible through inspection as to the structural and functional soundness of all components presented in the report except as otherwise noted.

KP STUDIO ARCHITECT, P.A.  
#AA0002357

By:  9/10/07  
Larry C. Krietemeyer, Architect

Component	Age	Estimated Remaining Useful Life	Estimated Total Replacement Cost	Estimated Per Unit Replacement Cost	Condition, Structural and Functional Soundness
Roof	7-8 years	13	\$ 994,800.00	\$ 21,165.00	Good
Structure	7-8 years	20	\$4,576,505.00	\$ 96,096.00	Good
Fire Protection Systems	7-8 years	10	\$ 224,705.00	\$ 4,787.00	
Heating & Cooling Systems	7-8 years	10	\$ 258,745.00	\$ 5,505.00	Good
Plumbing	7-8 years	20	\$ 627,690.00	\$ 13,355.00	Good
Electrical Systems	7-8 years	20	\$ 653,965.00	\$ 13,915.00	Good
Drainage Systems- Road	7-8 years	40	\$ 25,144.00	\$ 535.00	Good
Drainage Systems - Yard	7-8 years	18	\$ 61,631.00	\$ 1,312.00	Good
Pavement and Parking Areas	7-8 years	7	\$ 21,168.00	\$ 450.00	Good

Expenses for the Condominium Association	Unit Monthly	Unit Annually	Condominium Monthly	Condominium Annually
Administration of the association	1.77	21.28	83.33	1,000.00
Management fees	0.00	0.00	0.00	0.00
Landscaping Maintenance	126.05	1,512.64	5,924.49	71,093.88
Termite	7.92	95.00	372.08	4,465.00
Gate Maintenance	11.70	140.43	550.00	6,600.00
Pest Control	15.00	180.00	705.00	8,460.00
Fire Protection (Sprinkler, Monitoring, Alarm)	7.09	85.11	333.33	4,000.00
Rent for recreational and other commonly used facilities	0.00	0.00	0.00	0.00
Taxes on association property	0.00	0.00	0.00	0.00
Taxes on leased areas	0.00	0.00	0.00	0.00
Repairs:				
Roof	4.43	53.19	208.33	2,500.00
Pavement	0.89	10.64	41.67	500.00
Electrical	5.32	63.83	250.00	3,000.00
General Building	30.14	361.70	1,416.67	17,000.00
Insurance	79.79	957.45	3,750.00	45,000.00
Security provisions	0.00	0.00	0.00	0.00
Other expenses:				
Gate Phone	3.02	36.26	142.00	1,704.00
Electricity	1.77	21.28	83.33	1,000.00
Irrigation Water	12.19	146.30	573.00	6,876.00
Gas Street Lanterns	6.38	76.60	300.00	3,600.00
Operating capital	0.00	0.00	0.00	0.00
Reserves				
Fees payable to the Division of Land Sales, Condominiums and Mobile Homes	0.33	4.00	15.67	188.00

**TOTAL MONTHLY EXPENSE PER UNIT FOR THE CONDOMINIUM ASSOCIATION, AND REPAIR OF CONDOMINIUM PROPERTY: \$313.81**

FL Stat 718.112(2)(f)2 Reserve for Capital Expenditures and Deferred Maintenance *	Unit Monthly	Unit Annually	Condominium Monthly	Condominium Annually	Useful Life	Remaining Useful Life	Future Replacement Cost
Building Painting Reserve	21.28	255.32	1,000.00	12,000.00	5	5	60,000.00
Roof Replacement Reserve	135.68	1,628.15	6,376.92	76,523.08	21	13	994,800.00
Fireproofing Reserve	39.84	478.10	1,872.54	22,470.50	18	10	224,705.00
Drainage Systems	4.31	51.67	202.38	2,428.57	20	14	34,000.00
Pavement Resurfacing Reserve	4.14	49.65	194.44	2,333.33	15	9	21,000.00

Estimated Operating Budget for the Villas of Spanish Springs Condominium Owners Association, Inc.  
January 1, 2008 through December 31, 2008

As an alternative to establishing a converter reserve account, the developer wishes to grant to the purchaser of each unit an implied warranty of fitness and merchantability for the purposes or uses intended, as to the roof and structural components of the improvements; as to the fireproofing and fire protection systems; and as to mechanical, electrical, and plumbing elements serving the improvements, except mechanical elements serving only one unit. The period of such warranty shall begin upon the recording of the First Amended and Restated Declaration of Condominium and continue for 3 years thereafter, or 1 year after owners other than developer obtain control of the association, whichever occurs last, but in no event more than 5 years from the date of recording of the First Amended and Restated Declaration of

	Unit Monthly	Unit Annually
Resident Amenity Fee **	130.00	1,560.00

\* The Developer intends to waive or reduce the funding of these statutory reserve accounts for the 2008 fiscal year of the Association, and the Developer will cast such votes as it may still have to waive those reserve accounts for the 2009 fiscal year of the Association.

\*\* The Amenity Fee is detailed in Section 26 of the First Amended and Restated Declaration of Condominium and is a non-Condominium related fee charged to residents of the residential real estate development generally known as The Villages, for use of recreational facilities.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

EXHIBIT "F"

**ESTIMATED CLOSING COSTS**

<u>Description</u>	<u>Estimate</u>
CIAC/Utility Connection Fees	\$ _____
BUYER'S prorated share of the Assessment for the Unit <i>= (Days remaining in the month of closing, after the date of closing, divided by total days in the month of closing) multiplied by amount of monthly assessment</i>	\$ _____
Prorated real estate taxes and assessments for the year of closing* <i>Approximately = \$200.00 multiplied by the remaining number of months in the year of closing, after the date of closing</i>	\$ _____
Costs of Recording the Warranty Deed	\$ _____
Documentary stamps taxes to be affixed to the Warranty Deed <i>= (Purchase price divided by 100) multiplied by .70</i>	\$ _____
Reimbursement for Lake County Impact Fees	\$ _____
Prorated amount of monthly Amenity Fee <i>= (Days remaining in the calendar month of closing after the closing date divided by total days in calendar month of closing) multiplied by \$130.00</i>	\$ _____
Title Insurance costs, if requested by Buyer <i>See chart</i>	\$ _____
Document processing/Notary Fee to Developer	\$ _____
Mailbox Fee	\$ _____

The cost and fees associated with any Mortgage of Unit will depend upon the Lender and the amount of the loan. Good Faith Estimates will be provided by each Lender upon loan application. The Buyer's prorated proportion of the Unit Assessment, real estate taxes, and Amenity Fee will be included as closing costs and are variable based upon date of closing.

_____	_____	_____	_____
Buyer's Initials	Date	Buyer's Initials	Date

\*Homebuyers are reminded that taxes and assessments in future years will be based upon the Purchase Price of their home, and therefore, may increase.



# McLin & Burnsed

Professional Association

---

ATTORNEYS AT LAW

Matthew D. Black  
Mark A. Brionez  
R. Dewey Burnsed  
Gary Fuchs  
Frederick T. Goller, LL.M., E.P.  
Brian D. Hudson  
Stephen W. Johnson  
Erick Langenbrunner  
Stephanie J. McCulloch

Walter S. McLin, III  
G. Michael Mahoney  
John D. Metcalf  
Fred A. Morrison  
Richard P. Newman  
Steven M. Roy  
Jeffrey P. Skates  
Phillip S. Smith

August 15, 2007

The Villages of Lake-Sumter, Inc.  
1020 Lake Sumter Landing  
The Villages, Florida 32162

Department of Business and  
Professional Regulation  
Division of Florida Land Sales,  
Condominiums & Mobile Homes  
1940 N. Monroe Street  
Northwood Center  
Tallahassee, FL 32399-1033

RE: Title Opinion for Villas of Spanish Springs

Dear Sirs:

We have reviewed Title Certificate Number 12-2006-2265.B (the "Title Certificate"), prepared by Attorneys Title Insurance Fund, Inc., (the "Underwriter") in relation to certain real property located in Lake County, Florida, included within that certain proposed plat named Villas of Spanish Springs, more particularly described on *Exhibit "A"* attached hereto (the "Property"). In connection therewith the Title Certificate states the following:

1. The Underwriter has reviewed the chain of title on the Property described on *Exhibit "A"* through February 6, 2007, the "Effective Date". As of the Effective Date, title to the property was vested in The Villages of Lake-Sumter, Inc. pursuant to the Instruments recorded in O.R. Books and Pages: 121/173; 655/305; 661/1407; 936/769; 942/1450; 948/1977; 949/1476; 949/2105; 950/2194; 952/1624; 962/1320; 1007/679; 1007/680; 1018/1081; 1018/1083; 1060/626 & 1155/141, Public Records of Lake County, Florida.

2. The 2006 real property taxes have been paid and the 2007 real property taxes are not yet due and payable.

3. As of the Effective Date, the property is encumbered by the following:

(a) Rights or claims of parties in possession not shown by the public records.

(b) Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

(c) Any claim that any part of said land is owned by the State of Florida by right of sovereignty, and riparian rights, if any.

(d) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

(e) Easements or claims of easements not shown by the public records.

(f) MORTGAGES AND ENCUMBRANCES:

None.

(g) EASEMENTS, RESTRICTIONS AND RESERVATIONS:

1. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded August 10, 2006, under O.R. Book 3233, Pages 843, 845, 847, 849, 851, 853, 855, 857 & 859, Public Records of Lake County, Florida.
2. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded August 24, 2006, under O.R. Book 3243, Pages 1887, 1889, 1891, 1893, 1895, 1897, 1899, 1901, 1903, 1905 & 1907, of the Public Records of Lake County, Florida.
3. Ordinance No. 2002-08 recorded in O.R. Book 2174, Page 2287, Public Records of Lake County, Florida.
4. Ordinance No. 2003-14 recorded in O.R. Book 2333, Page 1599, Public Records of Lake County, Florida.
5. Ordinance No. 2004-21 recorded in O.R. Book 2721, Page 1870, Public Records of Lake County, Florida.
6. Ordinance No. 2005-07 recorded in O.R. Book 2789, Page 2166, Public Records of Lake County, Florida.
7. Ordinance No. 2006-29 recorded in O.R. Book 3193, Page 2087, Public Records of Lake County, Florida.
8. Interlocal Governmental Agreement for Fire Protection Services recorded in O.R. Book 2284, Pages 1727 & 1742, Public Records of Lake County, Florida.
9. Amendment to Agreement between Town of Lady Lake, The Village Center Community Development District and Lake County, Florida recorded in O.R. Book 2418, Page 1369, Public Records of Lake County, Florida.

10. Development Agreement recorded in O.R. Book 3052, Page 1245, Public Records of Lake County, Florida.
11. Grant of Easement recorded in O.R. Book 2089, Page 77, Public Records of Lake County, Florida.
12. Conveyance and Dedication of Roadway recorded in O.R. Book 2535, Page 1970 and Joinder recorded in O.R. Book 2703, Page 392, Public Records of Lake County, Florida.
13. Grant of Easement recorded in O.R. Book 2935, Page 1267, Public Records of Lake County, Florida.
14. Notice of Adoption of Agreement Concerning Tri-County Villages DRI recorded in O.R. Book 1611, Page 757 and Amendments recorded in O.R. Books and Pages: 1674/783; 1769/721; 1835/548; 2320/891; 2677/803 & 2812/1732, Public Records of Lake County, Florida.
15. Declaration of Condominium of Villas of Spanish Springs, a Condominium, and all exhibits attached thereto and recorded December 7, 2001, in O.R. Book 2038, Page 1528 and Amendments recorded in O.R. Book 2060, Page 1053 and O.R. Book 2153, Page 2312, Public Records of Lake County, Florida. Such Declaration together with Amendment(s), establishes and provides without limitation for easements, liens, charges, assessments, an option to purchase, a right of first refusal, and/ or the prior approval of a future purchaser or occupant.
16. Subject to all assessments levied by the Condominium/Homeowner Association.
17. Assignment and Delegation recorded in O.R. Book 2905, Page 310, Public Records of Lake County, Florida.
18. Notice of Leased Premises not Subject to Construction Liens recorded in O.R. Book 2068, Page 2178, Public Records of Lake County, Florida.
19. Utility Easement recorded in O.R. Book 1256, Page 1658 and Releases and Quit Claim Deeds recorded in O.R. Books and Pages: 2065/1628; 2088/183; 2088/186 & 2088/189, Public Records of Lake County, Florida.
20. Ordinance No. 94-17 recorded in O.R. Book 1323, Page 1137, Public Records of Lake County, Florida.
21. Declaration of Restricted Use for a portion of the Village Center recorded in O.R. Book 1740, Page 710, Public Records of Lake County, Florida.
22. Notice of Establishment of The Village Center Community Development District recorded in O.R. Book 1755, Page 539, Public Records of Lake County, Florida.
23. Ordinance No. 2001-01 recorded in O.R. Book 1796, Page 919, Public Records of Lake County, Florida.

24. Any lien or claim or lien for services, labor or materials which may take priority over the estate or interest insured by reason of those certain Notices of Commencement recorded November 30, 2006 in O.R. Book 3315, Page 150 and in O.R. Book 3315, Page 152, Public Records of Lake County, Florida.

This opinion is limited to the matters expressly stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated.

The opinion as expressed in this letter is rendered as of February 6, 2007, at 11:00 P.M. is based on existing law which is subject to change.

In the examination, both the Underwriter and the undersigned have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the original of all documents submitted to us as certified, photostatic or confirmed copies, and the authenticity of the originals of all such latter documents. In addition, as to certain matters, we may have relied on certificates from various state authorities and public officials. We assume the accuracy of the factual and legal matters contained therein.

The opinions expressed in this letter are given solely for the benefit of addressee in connection with Villas of Spanish Springs and the property described in *Exhibit "A"* filed with the County of Lake and may not be relied upon by any other party for any other purpose without prior written consent.

Sincerely,

McLin & Burnsed P.A.



Erick D. Langenbrunner, Esquire

EDL/jac

O:\User\TRWLS\Restrictions\Title Opinions\Title Opinion Letter - villas of spanish springs 2-28.wpd/jac  
Revised: March 6, 2007  
Printed: March 6, 2007

EXHIBIT A

VILLAS OF SPANISH SPRINGS

THAT PORTION OF LOT "F", THE VILLAGE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 92 THROUGH 97, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF AVENIDA CENTRAL WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DEL MAR DRIVE AS SHOWN ON AFORESAID PLAT; THENCE ALONG THE RIGHT-OF-WAY LINE OF SAID AVENIDA CENTRAL RUN N65°49'07"W, 294.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 700.00 FEET; THENCE RUN NORTHWESTERLY 802.04 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 65°38'51" TO THE END OF SAID CURVE; THENCE N00°10'15"W, 351.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; SAID POINT ALSO BEING ON THE THE SOUTHERLY RIGHT-OF-WAY LINE OF ALONZO AVENUE; THENCE RUN NORTHEASTERLY 39.27 FEET ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE END OF SAID CURVE; THENCE N89°49'45"E, 332.34 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 469.50 FEET; THENCE RUN EASTERLY 21.50 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°37'25"; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S23°55'34"W ALONG A NON-RADIAL LINE 127.92 FEET; THENCE S48°51'39"W, 208.18 FEET; THENCE S02°25'49"W, 33.15 FEET; THENCE S41°08'37"E, 50.14 FEET; THENCE S01°59'08"W, 9.17 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 58.17 FEET; THENCE RUN SOUTHWESTERLY 41.08 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 40°27'47" WITH A CHORD BEARING AND DISTANCE OF S22°54'14"W, 40.23 FEET TO THE END OF SAID CURVE; THENCE S03°37'13"W, 45.65 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 303.17 FEET; THENCE RUN SOUTHERLY 164.97 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 31°10'42" TO THE END OF SAID CURVE; THENCE S26°13'13"E, 23.44 FEET; THENCE S07°27'20"W, 9.23 FEET; THENCE S47°57'50"W, 16.35 FEET; THENCE S41°11'59"E, 117.84 FEET; THENCE S41°17'09"E, 107.62 FEET; THENCE S42°29'08"E, 46.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 155.50 FEET; THENCE EASTERLY 71.95 FEET THROUGH A CENTRAL ANGLE OF 26°30'45", SAID CURVE HAVING A CHORD BEARING OF S52°22'46"E, 71.31 FEET; THENCE S65°47'13"E, 172.00 FEET; THENCE N30°23'55"E, 15.43 FEET; THENCE S84°10'39"E, 65.40 FEET; THENCE S82°21'04"E, 22.29 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 193.50 FEET; THENCE EASTERLY 55.83 FEET THROUGH A CENTRAL ANGLE OF 16°31'57"; THENCE S65°49'07"E, 16.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.31 FEET; THENCE RUN SOUTHEASTERLY 20.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE 56°36'46" WITH A CHORD BEARING AND DISTANCE OF S37°51'55"E, 19.26 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DEL MAR DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S24°10'53"W, 169.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY 39.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE POINT OF BEGINNING.

**Also known as:**

All of VILLAS OF SPANISH SPRINGS, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 2038, Page 1528, and all exhibits and amendments thereof, Public Records of Lake County, Florida.

10:00  
1.00 copy  
11.08

JFN 2007123&17  
Bk 03507 Pg 1523; (1pg)  
DATE: 09/13/2007 09:35:24 AM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 10.00

R ✓ THIS INSTRUMENT PREPARED BY/RETURN TO:  
Erick Langenbrunner, Esq./jag  
McLin & Burns, PA  
PO Box 1299  
The Villages, Florida 32158

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that SUNTRUST BANK, a Georgia corporation whose address is 900 North 14th Street, Leesburg, Florida 34748, is the owner and holder of a Note executed by THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation in favor of Citizens National Bank of Leesburg, dated April 29<sup>th</sup>, 1993, in the original principal amount of \$3,800,000.00 (the "Note"), which is secured by the following described documents:

1. Mortgage and Security Agreement executed by THE VILLAGES OF LAKE-SUMTER, INC., to Citizens National Bank of Leesburg, in the amount of \$3,800,000.00, dated April 29, 1993, and recorded in Official Records Book 1223, Page 568; as Assigned to SunTrust Bank in O.R. Book 2777, Page 381; Modifications recorded in O.R. Books and Pages: 1419/1169; 1576/1116 & 1611/1378 and Subordination recorded in O.R. Book 1264, Page 2020, (Certificate of Merger recorded in O.R. Book 1509, Page 1238) all within the Public Records of Lake County, Florida (the "Mortgage");
2. Collateral Assignment of Leases, Rents and Profits recorded in Official Records Book 1223, Page 592, Public Records of Lake County, Florida (the "Assignment of Leases").

SUNTRUST BANK does hereby acknowledge full payment and satisfaction of the Note; the Mortgage; and the Assignment of Leases; and surrender the same as canceled, and hereby directs the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this 15 day of August, 2007.

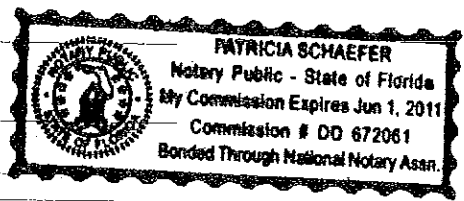
Signed, Sealed and Delivered  
in Presence of:  
Kathy R. Bailey  
(signature of witness)  
Kathy R. Bailey  
(print name of witness)  
Patricia Schaefer  
(signature of witness)  
PATRICIA SCHAEFER  
(print name of witness)

SUNTRUST BANK, a Georgia corporation  
By: George L. Madden  
Name: George L. Madden  
Its: First VP

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 15 day of August, 2007, by GEORGE MADDEN, the FIRST VICE PRESIDENT of SUNTRUST BANK, who did not take an oath.

Patricia Schaefer  
NOTARY PUBLIC  
(Signature of Notary Public)  
(Print Name of Notary Public)  
My Commission Expires:



Serial/Commission Number)  
Personally Known  or Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_  
O:\Users\TRVLS\General\0800550\Satisfaction-3 part-SunTrust.wp\August 15, 2007

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT  
08/22/2007 11:25:24AM  
SATISFACTION  
PAGE 1 OF 1  
B-1829 P-112  
2007 27701



## EXHIBIT "H"

850)487-6013 10/05/01 07:41 Fl Dept of State p2 /2



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

October 5, 2001

VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATIO  
1100 MAIN STREET  
THE VILLAGES, FL 32159

The Articles of Incorporation for VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC. were filed on October 4, 2001, and assigned document number N01000007053. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H01000104758.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Freida Chesser  
Corporate Specialist  
New Filings Section  
Division of Corporations

Letter Number: 801A00055778

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

The quality of this image  
is equivalent to the quality  
of the original document.



# State of Florida



## Department of State

I certify from the records of this office that VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 4, 2001.

The document number of this corporation is N01000007053.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 801A00055778-100501-N01000007053-1/1, noted below.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Fifth day of October, 2001

Authentication Code: 801A00055778-100501-N01000007053-1/1



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

((H01000104758 7))

ARTICLES OF INCORPORATION  
OF  
VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT FOR PROFIT

The undersigned incorporators by these articles associate themselves for the purpose of forming a corporation not for profit under the laws of the state of Florida, and adopt the following articles of incorporation:

ARTICLE I. NAME AND ADDRESS

The name of this corporation is VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "association," these articles of incorporation as the "articles," and the bylaws of the association as the "bylaws."

The street address of the initial principal office of the association is 1100 Main Street, The Villages, Florida 32159.

ARTICLE II. TERM OF EXISTENCE

The association shall have perpetual existence.

ARTICLE III. PURPOSE

This association is organized for the purpose of providing an entity under the Florida Condominium Act ("the Act") for the operation of a condominium located in Lake County, Florida, and known as Villas of Spanish Springs, A Condominium ("the condominium"), to be created under the declaration of condominium ("the declaration").

ARTICLE IV. MEMBERS

The qualification of members and the manner of their admission shall be as regulated by the bylaws.

ARTICLE V. INITIAL REGISTERED OFFICE  
AND REGISTERED AGENT

The street address of the initial registered office of this association is 1100 Main Street, The Villages, Florida 32159 and the name of the initial registered agent of this association at that address is Craig W. Little.

((H01000104758 7))

((H01000104758 7))

ARTICLE VI. BOARD OF DIRECTORS

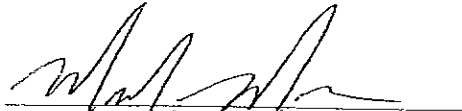
The number of persons constituting the first board of directors shall be three and their names and addresses are as follows:

NAME	ADDRESS
D.W. Mathews	1100 Main Street, The Villages, Florida 32159
Mark G. Morse	1100 Main Street, The Villages, Florida 32159
Jennifer Parr	1100 Main Street, The Villages, Florida 32159

The name and address of the incorporator to these articles is Mark G. Morse, 1100 Main Street, The Villages, Florida 32159.

The method of election of directors is provided in the bylaws.

IN WITNESS WHEREOF the undersigned incorporator has executed these Articles of Incorporation on this 4<sup>th</sup> day of October, 2001.

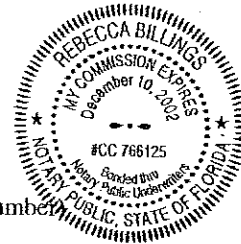
  
 \_\_\_\_\_  
 Mark G. Morse  
 Incorporator

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of October, 2001, by Mark G. Morse, Incorporator, who did not take an oath.

Rebecca Billings  
 \_\_\_\_\_  
 NOTARY PUBLIC-STATE OF FLORIDA  
 (Signature of Notary)

[SEAL]



Rebecca Billings  
 \_\_\_\_\_  
 (Typed name of Notary)

(Commission Number)

Personally known  or  
Produced Identification \_\_\_\_\_

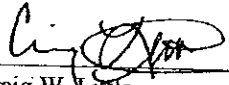
Type of Identification  
Produced: \_\_\_\_\_

((H01000104758 7))

((H01000104758 7))

**ACCEPTANCE BY REGISTERED AGENT**

I am familiar with and accept the duties and responsibilities as registered agent for said corporation.

  
\_\_\_\_\_  
Craig W. Little

((H01000104758 7))

EXHIBIT "I"

**First  
Amended and Restated**

**Bylaws for:**

**Villas of Spanish Springs  
Condominium Owners Association, Inc.**

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**FIRST AMENDED AND RESTATED  
BYLAWS  
OF  
VILLAS OF SPANISH SPRINGS  
CONDOMINIUM OWNERS ASSOCIATION, INC.**

**I. IDENTITY**

These are the First Amended and Restated Bylaws of VILLAS OF SPANISH SPRINGS OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the state of Florida ("the Association"), organized for the purpose of operating that certain condominium located in Lake County, Florida, and known as Villas of Spanish Springs, a condominium ("the Condominium").

1.1 Principal Office. The principal office of the Association shall be at 1020 Lake Sumter Landing, The Villages, Florida 32162, or at such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be from January 1<sup>st</sup> through December 31<sup>st</sup>.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

1.4 Definitions. For convenience, these First Amended and Restated Bylaws shall be referred to as "the Bylaws"; the Articles of Incorporation of the Association as "the Articles"; and the Declaration of Condominium for the Condominium as "the Declaration." The other terms used in these Bylaws shall have the same definitions and meanings as those in F.S. Chapter 718, the Condominium Act ("the Act"), as well as those in the Declaration and the Articles, unless otherwise provided in these Bylaws or unless the context otherwise requires.

**II. MEETINGS OF MEMBERS AND VOTING**

2.1 Annual Meeting. The annual meeting of the members shall be held on the date and at the place and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

2.2 Special Meetings. Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the Secretary, unless the President, Board of Directors, or Members requesting the meeting shall designate another person to do so, on receipt of a written request from at least 10% of the voting interests of the Association. Requests for a meeting by the members shall state the purpose for the meeting. Business conducted at any special meeting shall be limited to the matters stated in the notice for the meeting. The provisions of this section, as applicable, shall be modified by the provisions of F.S. 718.112(2)(e), concerning budget meetings;

F.S. 718.112(2)(j), concerning recall; F.S. 718.112(2)(f), concerning budget reserves; and F.S. 718.301(1)-(2), concerning election of Directors by Unit Owners other than the Developer.

2.3 Notice of Annual Meeting. Written notice of the annual meeting, which notice must include an agenda, shall be mailed or hand delivered to each Unit Owner at least 14 days and not more than 60 days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the Condominium property at least 14 continuous days before the annual meeting. An Officer of the Association shall provide an Affidavit or United States Post Office Certificate of Mailing, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered to each Unit Owner at the address last furnished to the Association. Unit Owners may waive notice of the annual meeting.

2.4 Notice of Special Meetings, Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings generally shall be in writing, state the place, day, and hour of the meeting, and state the purpose or purposes for which the meeting is called. The notice shall be delivered to each Unit Owner not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. If mailed, the notice shall be considered delivered when deposited in the United States mail addressed to the Unit Owner at the address that appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.5 Notice of Budget Meeting. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the association a notice and a copy of the proposed annual budget, not less than 14 days before the meeting at which the Board will consider the budget. An officer or manager of the Association, or other person providing such notice, shall provide an affidavit affirming compliance with such notice requirements.

2.6 Notice of Meeting to Consider Excessive Budget. If a budget adopted by the Board of Directors requires assessment against the Unit Owners for any calendar year exceeding 115% of the assessment for the preceding year (less any lawfully excluded items), the Board, on written application of 10% of the voting interests to the Board, shall call a special meeting of the Unit Owners within 60 days, on not less than 14 days' written notice to each Unit Owner. An officer or manager of the Association, or other person providing such notice, shall provide an affidavit affirming compliance with such notice requirements.

2.7 Notice of Meeting to Consider Recall of Board Members. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, stating the purpose of the meeting. The notice must be accompanied by a dated copy of a signature list of at least 10% of the Unit Owners. The meeting shall be held not less than 10 days nor more than 60 days from the date the notice of the meeting is given.

2.8 Notice of Meeting to Elect Nondeveloper Directors. Within 75 days after the unit owners other than the developer are entitled to elect a member or members of the board of directors of the Association, the Association shall call an election for the members of the board of directors, and shall give at least 60 days notice thereof.

2.9 Quorum. A quorum at meetings of members shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership.

2.10 Voting.

a. Number of Votes. In any meeting of members, each Unit shall have one voting interest. The vote of a Unit is not divisible.

b. Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage, in which case that larger percentage shall control.

2.11 Membership-Designation of Voting Member. Persons or entities shall become members of the Association on the acquisition of fee title to a Unit in the Condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium. If a Unit is owned by more than one natural person (other than a husband and wife), or a corporation, partnership, or other artificial entity, the voting interest of that Unit shall be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Association in its official records.

2.12 Proxies; Powers of Attorney. Voting interests may be exercised in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy for him or her, and the date the proxy was given. Each proxy shall contain the date, time, and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for more than 90 days after the date of the first meeting for which it was given, and may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the designated person mentioned in section 2.11, or the duly authorized attorney-in-fact of that person or entity (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Unit Owner, properly executed and granting the authority, may exercise the voting interest of that Unit. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. If this provision is not made, substitution is not authorized.

2.13 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; except that when meetings have been called to consider the enactment of a budget to replace a proposed budget that exceeds 115% of the assessments for the preceding year, the meetings may not be adjourned for lack of a quorum and if a quorum is not present the excessive budget shall go into effect as scheduled. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the Condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.14 Waiver of Notice. Unit owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at, or after the meeting for which the waiver is given.

2.15 Action by Members Without a Meeting. Unit owners may take action by written agreement without a meeting, provided written notice is given to the Unit Owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles, or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership. The notice shall set forth a time period within which responses must be made by the members, and responses received after that shall not be considered.

2.16 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection at all reasonable times by any Association member, any authorized representative of the member, and Board members. The minutes shall be retained by the Association for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

2.17 Order of Business. The order of business at annual meetings of members and, as far as practical, at other members' meetings, shall be:

- a. Call to order.
- b. Uncast board member election ballots, if any, shall be collected.
- c. Election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside.
- d. Calling of the roll, certifying of proxies, determination of a quorum.
- e. Proof of notice of meeting or waiver of notice.
- f. Reading and disposal of any unapproved minutes.

- g. Reports of Officers.
- h. Reports of committees.
- i. Appointment of inspectors of election.
- j. Election of Directors.
- k. Unfinished business.
- l. New business.
- m. Adjournment.

2.18 Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board of Directors acting alone:

- a. Amendments to the Declaration, except those made by the Developer recording a Certificate of Surveyor, or as otherwise provided specifically in the Declaration.
- b. Merger of two or more independent condominiums of a single complex to form a single condominium.
- c. Purchase of land or recreation lease.
- d. Cancellation of grants or reservations made by the Declaration, a lease, or other document and any contract made by the Association before the transfer of control of the Association from the Developer to Unit Owners other than the Developer, that provides for operation, maintenance, or management of the Condominium Association or property serving the Unit Owners.
- e. Exercise of option to purchase recreational or other commonly used facilities lease.
- f. Providing no reserves, or less than adequate reserves.
- g. Recall of members of Board of Directors.
- h. Other matters contained in the Declaration, the Articles, or these Bylaws that specifically require a vote of the members.

### III. DIRECTORS

3.1 Number and Qualifications. The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When Unit Owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the Board may decide such a change in the number of Directors comprising

the Board being effective as of the next annual meeting of the members with such vacancies being filled in accordance with Section 3.2. The number of Directors, however, shall never be less than three. Other than those selected by the Developer, Directors must be either Unit Owners, tenants residing in the Condominium, officers of a corporate Unit Owner, or partners of a partnership Unit Owner. No Director (except those selected by the Developer) shall continue to serve on the Board after ceasing to meet those requirements.

3.2 Election of Directors. Directors shall be elected at the annual meeting in the following manner:

- a. The Board of Directors shall be elected by written ballot or voting machine.
- b. Proxies shall not be used to elect the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless the unit owners by affirmative vote approve the use of proxies for that purpose.
- c. The Association shall mail or deliver, whether separately or included in other mailings, a first notice of the date of the election to each Unit Owner no less than 60 days before the scheduled election. The Association shall mail or deliver to the Unit Owners at the addresses listed in the official records of the association a second notice of the election, ballot, and any information sheets timely submitted by the candidates no less than 30 days prior to the scheduled election. The second notice and accompanying documents shall not contain any communication from the Board that endorses, disapproves, or otherwise comments on any candidate.

3.3 Term. Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his or her successor is duly elected and qualified or until he or she is removed in the manner provided in section 3.5. However, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, the members may vote to create classes of directorships having a term of one, two, or three years so that a system of staggered terms will be initiated.

3.4 Vacancies. Except for vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors by the members, irrespective of the length of the remaining term of the vacating Director.

3.5 Removal. Any Director may be recalled and removed from office with or without cause by the affirmative vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit Owners may be called for this purpose by 10% of the voting interests on giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the special meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. No Director shall continue to serve on the Board if, during the Board member's term of office, the Board member's membership in the Association is terminated for any reason.

3.6 Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt of the notice by the Association, unless it states some fixed date in the resignation, and then from the date so fixed. Acceptance of a resignation shall not be required to make it effective.

3.7 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within 10 days of the election at a place and time that shall be fixed by the Directors at the meeting at which they were elected and without further notice except notice to Unit Owners required by F.S. 718.112(2)(c). The Board of Directors may meet immediately following the meeting at which they are elected for the purpose of electing officers and changing banking resolutions without further notice, except for an announcement at the Unit Owners' meeting.

3.8 Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone, or telegraph at least three days before the day named for the meeting with the notice of each meeting posted conspicuously on the Condominium property at least 48 continuous hours before the meeting, except in an emergency.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his or her absence, by the Vice President, and must be called by the Secretary at the written request of one third of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph. The notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Condominium property at least 48 continuous hours before the meeting, except in an emergency.

3.10 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and that waiver shall be considered equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when the Director's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.11 Quorum. A quorum at the meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is required by the Declaration, the Articles, or these Bylaws.

3.12 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting originally called may be transacted without further notice.

3.13 No Proxy. There shall be no voting by proxy at any meeting of the Board of Directors.



3.14 Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against the action or abstains from voting because of an asserted conflict of interest.

3.15 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

3.16 Attendance by Conference Telephone. When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

3.17 Meetings Open to Members. Meetings of the Board of Directors shall be open to all Unit Owners to attend, observe, and speak with reference to all designated agenda items. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

3.18 Presiding Officer. The presiding Officer at Board meetings shall be the President or, in his or her absence, the Vice President, and in his or her absence, the Directors present shall designate any one of their number to preside.

3.19 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection by any Association member or the authorized representative of the member and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

3.20 Executive Committee. The Board of Directors, by resolution, may appoint an executive committee to consist of three or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to: (1) determine the common expenses required for the operation of the Condominium; (2) determine the assessments payable by the Unit Owners to meet the common expenses of the Condominium; (3) adopt or amend rules and regulations covering the details of the operation and use of the Common Elements; (4) purchase, lease, or otherwise acquire Units in the Condominium in the name of the Association; (5) approve any actions or proposals required by the Act, the Declaration, the Articles, or these Bylaws to be approved by Unit Owners; or (6) fill vacancies on the Board of Directors. Meetings of the executive committee shall be open to Unit Owners and shall be noticed in the same manner as a regular board meeting.

3.21 Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.22 Order of Business. The order of business at meetings of Directors shall be:

- a. Calling of roll.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of Officers and committees.
- e. Unfinished business.
- f. New business.
- g. Adjournment.

3.23 Election of Directors by Unit Owners Other than Developer. Unit owners other than the developer are entitled to elect a member or members of the Board of Directors of the Association, under the following schedule:

a. When Unit Owners other than the Developer own 15% or more of the units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect one third of the members of the Board of Directors of the Association.

b. Unit Owners other than the Developer are entitled to elect a majority of the members of the Board of Directors of the Association on the earliest of the following events:

1. Three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers.

2. Three months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers.

3. When all the units that will be operated ultimately by the Association have been completed, some of them have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business.

4. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

5. Seven years after recordation of the Declaration of Condominium, or, in the case of an Association that may ultimately operate more than one Condominium, seven years after recordation of the Declaration for the first Condominium it operates, or, in the case of an

Association operating a phase condominium created under F.S. 718.403, seven years after recordation of the Declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5% in condominiums with fewer than 500 units, or 2% in condominiums with more than 500 units, of the units in a Condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

3.24 Relinquishment of Control. At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously the Developer shall deliver to the Association at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including but not limited to those items specified in the Act. Nothing contained in these Bylaws shall be deemed to prevent the Developer from transferring control of the Association to Unit Owners other than the Developer before the occurrence of the events described in this subsection.

3.25 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Unit Owner may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly-constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

#### **IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles, and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when that approval specifically is required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, Management, and Operation of Condominium Property. Such power to include a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purpose, whether negotiated or as a result of eminent domain proceedings.

4.2 Contract, Sue, or be Sued. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities.

4.3 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours as necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.

4.4 Make and Collect Assessments.

4.5 Lease, Maintain, Repair, and Replace the Common Elements.

4.6 Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees, costs, and expenses incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

4.7 Purchase Unit. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey them.

4.8 Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses common elements.

4.9 Purchase Land or Recreation Lease. Any land or recreation lease may be purchased by the Association on the approval of two thirds of the voting interests of the Association.

4.10 Acquire Use Interest in Recreational Facilities. The Association may enter into agreements, acquire leaseholds, memberships, and other possessory or use interest in lands or facilities, such as country clubs, golf courses, marinas, and other recreational facilities, whether contiguous to the Condominium property or not if (1) they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners and (2) if they exist or are created at the time the Declaration was recorded and are fully stated and described in the Declaration.

4.11 Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

4.12 Authorize Certain Amendments. In accordance with Section 15.2 of the Declaration, if it appears that through a drafter's error in the Declaration that the common elements, common expenses, or common surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors or a majority of the voting interests.

4.13 Adopt Rules and Regulations. The Association may adopt reasonable rules and regulations for the operation and use of the common elements, common areas, and recreational facilities serving the Condominium.

4.14 Maintain Official Records. The Association shall maintain all of the records, when applicable, set forth in Article IX of these Bylaws, which shall constitute the official records of the Association.

4.15 Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium property.

4.16 Furnish Annual Financial Reports to Members.

4.17 Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

4.18 Provide Certificate of Unpaid Assessment. Any Unit Owner or unit mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Condominium parcel.

4.19 Pay Annual Fee to the Division of Florida Land Sales, Condominiums, and Mobile Homes for Each Residential Unit Operated by the Association.

4.20 Approve or Disapprove Unit Transfer and Impose Fee. The Association may charge a preset fee of up to \$100 in connection with the approval or disapproval of any proposed mortgage, lease, sublease, sale, or other transfer of a Unit in the Condominium as provided in the Declaration.

4.21 Contract for Operation, Maintenance, and Management of the Condominium.

4.22 Pay Taxes or Assessments Against the Common Elements or Association Property.

4.23 Pay Costs of Utilities Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners.

4.24 Employ Personnel. The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Condominium property and may retain those professional services that are required for those purposes.

4.25 Impose Fines. The Board of Directors may impose fines on Unit Owners in reasonable sums as the Board may deem appropriate, for violations of the Declaration, these Bylaws, or lawfully adopted rules and regulations, by Owners, their guests, invitees, or tenants provided no fine shall exceed One Hundred and 00/100 Dollars (\$100.00) per violation, and provided no such fine for a continuing violation shall exceed One Thousand and 00/100 Dollars (\$1,000.00), in the aggregate. See 7.9.

4.26 Suspend Approval for Delinquent Unit Owner. The Board of Directors may disapprove the prospective tenant of any Unit Owner as long as the Unit Owner is delinquent in the payment of assessments for Common Expenses.

4.27 Authorize Private Use of the Common Elements. The Board of Directors may authorize Unit Owners or others to use portions of the Common Elements for private parties and gatherings. Reasonable charges may be imposed provided a lease is entered into between the Association and the Unit Owner.

4.28 Repair or Reconstruct Improvements After Casualties.

## V. OFFICERS

5.1 Executive Officers. The executive Officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, and an Assistant Secretary. The Officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive Officer of the Association. He or she shall have all of the powers and duties that usually are vested in the office of President of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he or she may determine appropriate. The President shall preside at all meetings of the Board.

5.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

5.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall support the Secretary and shall perform the Secretary's duties in the Secretary's absence.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, that, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.6 Compensation. The compensation, if any, of all Officers and other employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude contracting with a Director for the management of the Condominium.

## VI. FISCAL MANAGEMENT

6.1 Board Adoption of Budget. The Board of Directors shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least 45 days before the end of each fiscal year.

6.2 Budget Requirements. The proposed annual budget of common expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- a. Administration of the Association.
- b. Management fees.
- c. Maintenance.
- d. Rent for recreational and other commonly used facilities.
- e. Taxes on Association property.
- f. Taxes on leased areas.
- g. Insurance.
- h. Security provisions.
- i. Other expenses.
- j. Operating capital.
- k. Fees payable to the Division of Florida Land Sales, Condominiums, and Mobile Homes.
- l. Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula based on estimated remaining useful life and estimated replacement cost of each reserve item. Reserves must be included in the proposed annual budget but may be removed from the final budget if by vote of the majority of the members present at a duly called meeting of the Association they shall determine for a fiscal year to provide no reserves or reserves less adequate than required by F.S. 718.112(2)(f). If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required,

and the result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

6.3 Notice of Budget Meeting. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which the budget will be considered. The meeting shall be open to all the Unit Owners.

6.4 Member Rejection of Excessive Budget. If a budget adopted by the Board of Directors requires assessments against the Unit Owners in any fiscal year exceeding 115% of the assessment for the previous year, the Board, on written application of 10% of the voting interests, shall call a special meeting of the Unit Owners within 60 days. The special meeting shall be called on not less than 14 days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and adopt a budget, which adoption requires an affirmative vote of not less than a majority of all voting interests. If, at the special meeting, a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. Provisions for reasonable reserves for repair or replacement of the Condominium property, nonrecurring expenses, and assessments for betterment to the Condominium property shall be excluded from the computation in determining whether assessments exceed 115% of similar assessments in the previous year.

6.5 Alternative Budget Adoption by Members. At its option, for any fiscal year, the Board of Directors may propose a budget to the Unit Owners at a meeting of members or in writing. If the proposed budget is approved by the Unit Owners at the meeting or by a majority of all voting interests in writing, the budget shall be adopted.

6.6 Budget Restraints on Developer. As long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the previous year's assessment without approval of a majority of all voting interests other than those held by the Developer.

6.7 Accounting Records and Reports. The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The records shall include, but are not limited to:

- a. Accurate, itemized, and detailed records of all receipts and expenditures.
- b. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.
- c. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
- d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year. Within 60 days after the



end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months.

6.8 Depository. The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons authorized by the Board of Directors.

6.9 Fidelity Bonding or Insurance of Persons Controlling or Disbursing Funds. Each Officer and Director of the Association who controls or disburses its funds shall be bonded, in accordance with Florida Statute 718.111(11)(d), by a fidelity bond or insurance policy in the principal sum of not less the maximum amount of funds that will be in the association's or its management agent's custody at any one time. The cost of bonding shall be at the expense of the Association.

## VII. ASSESSMENTS AND COLLECTION

7.1 Assessments, Generally. Assessments shall be made against the Units not less frequently than quarterly in the discretion of the Board of Directors. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against Units in the proportions or percentages provided in the Declaration.

7.2 Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for common expenses, as determined by the Board of Directors, shall be set forth in a written notice of the assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within the time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of the assessment. The funds collected under a special assessment shall be used only for the specific purpose or purposes set forth in the notice, or returned to the Unit Owners. Excess funds may be used to reduce the next year's annual assessments. On completion of the specific purpose or purposes, however, any excess funds shall be considered common surplus.

7.3 Charges for Other than Common Expenses. Charges by the Association against individual members for other than common expenses shall be payable in advance and the billing and collection thereof may be administered by the Association. Charges for other than common expenses may be made only after approval of a member or when expressly provided for in the Declaration or other Condominium documents. These charges may include, without limitation, charges for the use of the Condominium property or recreation area, maintenance services furnished at the expense of a member, and other services furnished for the benefit of a member.

7.4 Liability for Assessments. Each Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Unit Owner. The Unit Owner and grantee are jointly and severally liable for all unpaid assessments that came due up to the time of transfer of title. A first mortgagee or its successor or assignee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

- a. the unit's unpaid common expenses and regular periodic assessments that accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- b. one percent of the original mortgage debt.

The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

A Unit Owner's liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

7.5 Assessments; Amended Budget. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 Collection: Interest, Application of Payment. Assessments and installments on them, if not paid within 10 days after the date they become due, shall, as detailed in Section 19 of the Declaration, bear interest at the rate of 18% per year until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

7.7 Lien for Assessment. The Association has a lien on each Condominium parcel to secure the payment of assessments. The lien is effective for one year after the claim of lien is recorded in the public records of Lake County, Florida unless, within that time, an action to enforce the lien is commenced. The claim of lien shall secure all unpaid assessments that are due and that may accrue after the recording of the claim of lien and before the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. The lien is subordinate to any mortgage on the Condominium parcel recorded before it.

7.8 Collection: Suit, Notice. The Association may bring an action to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an

action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Unit Owner of its intention to foreclose its lien at least 30 days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address.

7.9 Fines. Before levying a fine under section 4.25, the Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. The notice shall include:

- a. a statement of the date, time and place of the hearing;
- b. a statement of the provisions of the Declaration, these Bylaws, and lawfully adopted rules and regulations that have allegedly been violated; and
- c. a short and plain statement of the matters asserted by the Association.

The hearing must be held before a Committee of other Unit Owners. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved to a Committee of other Unit Owners and the Board of Directors and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the Committee of other Unit Owners does not agree with the fines, the fine may not be levied. Each day of violation shall be a separate violation provided, however, limits for such fines shall be as set forth in Section 4.25 hereof. The affected Unit Owner, whether the offending party or not, shall always be given notice of the hearing. No fine shall become a lien against a Unit. No fines may be levied against unoccupied Units.

## VIII. ASSOCIATION CONTRACTS, GENERALLY

8.1 Fair and Reasonable; Cancellation. Any contracts made by the Association before the Unit Owners assume control from the Developer must be fair and reasonable. All contracts for the operation, maintenance, or management of the Association or property serving the Unit Owners, made by the Association, whether before or after assumption of control of the Association by the Unit Owners, must not be in conflict with the powers and duties of the Association or the rights of the Unit Owners. Contracts made by the Association before the Unit Owners assume control may be canceled by the Unit Owners after assumption of control in the manner and under the circumstances as provided in the Act.

8.2 Laundry-Related Vending Equipment. The Developer may obligate the Association under lease or other contractual arrangements for laundry-related vending equipment. The leases or agreements for the vending equipment may not be subject to cancellation by Unit Owners other than the Developer if those leases or agreements contain certain provisions as prescribed by the Act.

8.3 Escalation Clauses in Management Contracts Prohibited. No management contract entered into by the Association shall contain an escalation clause, since they have been declared to be against the public policy of the state of Florida.

8.4 Requirements for Maintenance and Management Contracts. Written contracts for operation, maintenance, and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- a. Specification of the services, obligations, and responsibilities of the service provider.
- b. Specification of costs for services performed.
- c. An indication of frequency of performance of services.
- d. Specification of minimum number of personnel to provide the contracted services.
- c. The disclosure of any financial or ownership interest that the Developer has in the service provider, if the Developer is in control of the Association.

#### **IX. ASSOCIATION OFFICIAL RECORDS**

The Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the official records of the Association:

- a. A copy of the plans, permits, warranties, and other items provided by the Developer under F.S. 718.301(4).
- b. A photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments thereto.
- c. A photocopy of the recorded Bylaws of the Association and all amendments thereto.
- d. A certified copy of the Articles of Incorporation of the Association and all amendments thereto.
- e. A copy of the current rules of the Association.
- f. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven years.
- g. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Unit's ownership, together with a copy of any mortgage on the Unit and any satisfaction of that mortgage.
- h. All current insurance policies of the Association and Condominiums operated by the Association.

- i. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.
- j. Bills of sale or transfer for all property owned by the Association.
- k. The accounting records required in 6.7.
- l. Ballots, sign-in sheets, and voting proxies, which shall be maintained for a period of one year from the date of the election, vote, or meeting to which the proxy relates.
- m. All rental records when the Association is acting as agent for the rental of Condominium Units.
- n. A copy of the current Frequently Asked Questions and Answers Sheet in a form adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes.
- o. All other records of the Association not specifically included in the foregoing that are related to the operation of the Association.

The official records of the Association shall be maintained within the state of Florida and shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. The Association shall provide the records within 5 working days after receipt of a written request. The failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. Copies of the Declaration, Articles of Incorporation, Bylaws, rules, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in F.S. 718.504, shall be kept on the Condominium property and shall be made available to Unit Owners and prospective purchasers on payment by Unit Owners and prospective purchasers of the actual costs for preparing and furnishing these documents to those requesting the same.

## X. OBLIGATIONS OF OWNERS

10.1 Violations, Notice, Actions. In the case of a violation (other than the nonpayment of an assessment) by a Unit Owner of any of the provisions of the Act, the Declaration, the Articles, these Bylaws, or any lawfully adopted rules and regulations, the Association by direction of its Board of Directors may transmit to the Unit Owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of 30 days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

- a. File an action to recover for its damages on behalf of the Association or on behalf of other Unit Owners.

b. File an action for injunctive relief requiring the offending Unit Owner to take or desist from taking certain actions.

c. File an action for both damages and injunctive relief.

A Unit Owner may bring an action against the Association or any Director for damages, injunctive relief, or both, if the Association or a Director willfully and knowingly fails to comply with the provisions of the Act, the Declaration, the Articles, these Bylaws, or the rules and regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under section 4.25 of these Bylaws.

10.2 Attorneys' Fees. In an action brought under the provisions of section 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

10.3 No Waiver of Rights. Neither a Unit Owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a Unit Owner or the purposes of the provision, except that Unit Owners or Board members may waive notice of specific meetings in writing.

## **XI. ARBITRATION OF INTERNAL DISPUTES**

All issues or disputes that are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be resolved through mandatory nonbinding arbitration as provided in Florida Statute 718.1255.

## **XII. LIABILITY SURVIVES MEMBERSHIP TERMINATION**

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Condominium during the period of membership nor impair any rights or remedies that the Association may have against the former member arising out of membership and his or her covenants and obligations incident to that membership.

## **XIII. LIMITATIONS ON UNIT OWNER LIABILITY FOR USE OF COMMON ELEMENTS**

Each Unit Owner may be personally liable for the acts or omissions of the Association relating to the use of the Common Elements. That liability shall be shared with other Unit Owners in the same percentages as their respective interests in the Common Elements. No individual Unit Owner's liability shall exceed the value of his or her Unit.

#### **XIV. PARLIAMENTARY RULES**

ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles, or these Bylaws.

#### **XV. RULES AND REGULATIONS**

15.1 Board May Adopt. The Board of Directors from time to time may adopt and amend reasonable rules and regulations governing the details of the use and operation of the Common Elements, Association property, and recreational facilities serving the Condominium.

15.2 Posting and Furnishing Copies. A copy of the rules and regulations adopted from time to time by the Board of Directors, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the Condominium property and a copy furnished to each Unit Owner. No rule, regulation, or amendment shall become effective until 30 days after posting, except in the case of an emergency, in which case the rule, regulation, or amendment shall become effective immediately on posting.

15.3 Limitations on Authority. The Board of Directors may not unreasonably restrict any Unit Owner's right to peaceably assemble or to invite public officers or candidates for public office to appear and speak in Common Elements, Association property, common areas, and recreational facilities. The Board may not deny any resident of the Condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

15.4 Reasonableness Test. Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness, and peace of mind of the Unit Owners and uniformly applied and enforced.

#### **XVI. RESTRICTIONS ON AND REQUIREMENTS FOR USE, MAINTENANCE, AND APPEARANCE OF UNITS**

16.1 Where Contained. Restrictions on the use, maintenance, and appearance of the individual Condominium Units shall be as stated in the Declaration and no amendments to the restrictions shall be contained elsewhere than in the Declaration as adopted by a vote of the Unit Owners conducted in the manner prescribed in these Bylaws.

16.2 Tests for Validity of Restrictions. Restrictions contained in the Declaration and any amendments duly adopted by a vote of the Unit Owners shall be valid and in the nature of covenants running with the land, unless it is shown that they (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional right.

#### **XVII. PRIORITIES IN CASE OF CONFLICT**

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

- a. The Act, as it existed on the date of recording the Declaration.
- b. The Declaration.
- c. The Articles.
- d. These Bylaws.
- e. The rules and regulations.

#### **XVIII. INDEMNIFICATION**

Every Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he or she may be a party, or in which he or she may become involved by reason of being or having been an Officer or Director of the Association, whether or not an Officer or Director at the time the expenses are incurred. The Officer or Director shall not be indemnified if adjudged guilty of gross negligence or willful misconduct or if he or she shall have breached the fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or Officer may be entitled.

#### **XIX. DEFECTIVE CONDOMINIUM DOCUMENTS; CURATIVE PROVISIONS**

Under F.S. 718.110(10), the Association or a Unit Owner may petition the circuit court having jurisdiction in the county in which the Condominium property is situated to correct an error or omission in the Declaration or any other documents required to establish the Condominium, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Act. In any case, after three years from the filing of the Declaration, it shall be deemed to be effective under the Act to create a Condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

#### **XX. AMENDMENTS**

Amendments to these Bylaws shall be proposed and adopted in the following manner:

20.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

20.2 Adoption. An amendment may be proposed either by a majority of the Board of Directors or by not less than one third of the voting interests of the Association. The amendment shall be adopted if it is approved by not less than two thirds of the voting interests of the Association.

20.3 Limitation. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment abridge, alter, or amend the rights of the Developer or mortgagees of Units without their consent.



20.4 Recording. A copy of each amendment shall be attached to or included in a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate, which shall identify the first page of the book and page of the public records where the Declaration of each Condominium operated by the Association is recorded, shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county where the Declaration is recorded.

20.5 Format. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER ..... FOR PRESENT TEXT."

## XXI. CONSTRUCTION

Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

The foregoing were adopted as the First Amended and Restated Bylaws of VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC., on the \_\_\_ day of \_\_\_\_\_, 2007.

4-7

EXHIBIT "J"

VILLAS OF SPANISH SPRINGS  
PURCHASE AGREEMENT

Sold by:

THIS PURCHASE AGREEMENT (the "Agreement") is made by and between **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation ("SELLER"), whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162, and \_\_\_\_\_ ("BUYER"), whose address is \_\_\_\_\_.

**ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY F.S. 718.503, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.**

1. DESCRIPTION OF PROPERTY. Subject to the terms and conditions of this Agreement and for the consideration set forth herein, BUYER hereby agrees to purchase and SELLER hereby agrees to sell and convey to BUYER all of that certain parcel of real property in Lake County, State of Florida, known and designated as Unit No. \_\_\_\_\_ (the "Unit") Villas of Spanish Springs, together with all appurtenances thereto, as the same are contained and defined in the First Amended and Restated Declaration of Condominium for the Villas of Spanish Springs, which either will be or has been recorded in the public records of Lake County, Florida. The only equipment and furnishings to be conveyed to the BUYER with the Unit are those items located within the Unit on the date Seller executes this contract.

2. PURCHASE PRICE AND METHOD OF PAYMENT.

BUYER agrees to pay the Total Purchase Price of \$ \_\_\_\_\_ to SELLER.

The BUYER, upon signing this Agreement shall deposit the sum of \$ \_\_\_\_\_ with SELLER as earnest money deposit for the purchase of the Unit, and a subsequent deposit of \$ \_\_\_\_\_ within \_\_\_\_\_ days after signing this Agreement.

At the time of closing, the remainder of the Purchase Price, which is unpaid, is to be paid in cash or cashier's check.

If BUYER elects to obtain mortgage financing, BUYER shall assume all responsibility and expense for obtaining such financing. BUYER acknowledges and agrees that this Agreement shall not be conditioned on BUYER qualifying for mortgage financing from any lender or on any lender funding at closing.

THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10% OF THE PURCHASE PRICE) DEPOSITED IN AN INTEREST-BEARING ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED IN WRITING BY THE BUYER. THE RIGHT TO HAVE THE DEPOSIT HELD IN ESCROW ACCOUNT IS HEREBY WAIVED BY THE BUYER.

3. TITLE OF BUYER. At the closing of this transaction, the Seller agrees to convey to the Buyer by Warranty Deed, good and insurable title to the above described property, free and clear of any and all encumbrances whatsoever, except for taxes and special assessments to be prorated, easements, reservations, restrictions (now or prior to closing to be placed of record), the First Amended and Restated Declaration of Condominium and all exhibits thereto, and zoning regulations.

4. CLOSING. SELLER shall notify BUYER 15 days in advance of the scheduled closing date for the purchase of the Unit by BUYER. BUYER shall be expected to close on the date indicated in the notice, once the date is established. The notice also shall state the place and time of closing as designated by SELLER. If, after SELLER notifies BUYER of the time and place for closing, BUYER fails to close for any reason at that time and pay the balance of the full purchase price and all other amounts that are owed under this Agreement, at SELLER's sole discretion, SELLER may either (a) treat BUYER's failure to close as a default, in which case SELLER shall have the rights set forth in paragraph 6 of this Agreement; or (b) agree to set another date for closing. If SELLER elects to set another date for closing, BUYER agrees that all prorations and adjustments contemplated by this Agreement will be based on the date originally set for closing. BUYER also will be required to pay SELLER at closing interest at the maximum legal rate on the balance of the full purchase price due at closing from the date originally set for closing until the date the closing actually occurs.

5. WARRANTIES. The Unit shall be transferred subject only to those warranties set forth in Florida Statutes 718.618 (6). No other warranties, express or implied, are made by SELLER and other warranties hereby specifically are disclaimed.

6. DEFAULT. If BUYER defaults in the performance of any of the obligations to be performed by BUYER, SELLER shall retain all sums paid hereunder as liquidated and agreed upon damages since the amount of actual damages is incapable of ascertainment.

7. PRORATIONS. The following items shall be prorated between SELLER and BUYER as of the date of closing: (a) Common Expense Assessment for the Unit for the remainder of the applicable payment period (be it monthly, quarterly, or annually), and (b) general real estate taxes and assessments for the year of closing.

8. CLOSING COSTS. An estimate of the closing costs BUYER will have to pay at closing is attached to *Addendum "A"* to this Agreement.

BUYER agrees to pay for garbage, trash, cable TV, water and sewage services to be provided by the SELLER, or its successors, assigns or nominee.

9. DOCUMENTS EXECUTED BY SELLER. SELLER will execute and deliver to BUYER a Warranty Deed and an Affidavit of No Liens with respect to the Unit conveyed.

10. OCCUPANCY AND DISBURSEMENT. Occupancy shall be delivered to BUYER at closing. The granting of any limited right of possession or access by SELLER to BUYER before closing shall not constitute a waiver by SELLER of any of BUYER's obligations under this Agreement.

11. GOVERNING LAW; PARTIES BOUND. This Agreement shall be construed in accordance with the laws of the state of Florida, and shall, except as otherwise expressly provided herein, bind and inure to the benefit of the heirs, personal representatives, successors, and permitted assigns of

BUYER and SELLER. As used in this Agreement, the word "BUYER" shall mean all purchasers, jointly and severally, if there be more than one. This Agreement is not assignable by BUYER.

12. ENTIRE AGREEMENT; MODIFICATION SURVIVAL. This Agreement contains the entire understanding between BUYER and SELLER, and BUYER hereby warrants that BUYER has not relied on any verbal representations, advertising, portrayals, or promises other than as contained herein or in the Prospectus (Offering Circular). This Agreement may not be modified, amended, or rescinded except by a written agreement signed by both BUYER and SELLER. The provisions and disclaimers in this Agreement that are intended to have effect after closing will survive closing and delivery of the Warranty Deed.

13. PRIOR OCCUPANCY. The Unit that is the subject of this Agreement has been occupied previously.

14. ENERGY EFFICIENCY RATING BROCHURE and ENERGY PERFORMANCE LEVEL DISPLAY CARD. BUYER acknowledges receiving the Florida Building Energy Efficiency Rating Brochure and Energy Performance Level Display Card prior to executing this Agreement. The display card shall be deemed to be included as an addendum to this Purchase Agreement.

15. RADON GAS. F.S. 404.056(6) requires that the following notification be provided to purchasers of real property located in the state of Florida: "Radon is a naturally occurring radioactive gas that, when it is 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 your county health department."

16. EFFECTIVE DATE. This Agreement shall become effective on the date when the last one of BUYER and SELLER has signed this Agreement.

17. UNIT OWNERS WITHIN THE CONDOMINIUM ARE REQUIRED TO PAY A MONTHLY FEE ("AMENITY FEE") TO THE DEVELOPER FOR THE RECREATIONAL AND OTHER FACILITIES PROVIDED BY THE DEVELOPER THROUGHOUT THE ENTIRE VILLAGES DEVELOPMENT. THE UNIT OWNER'S OBLIGATION TO PAY SUCH AMENITY FEE IS A FEE FOR SERVICES AND IS NOT RELATED TO THE ACTUAL COST OR EXPENSE OF PROVIDING THOSE FACILITIES. THE AMENITY FEE ON JUNE 1, 2007 WAS \$130.00 PER MONTH. THE AMOUNT OF THE AMENITY FEE SHALL INCREASE EVERY THIRD ANNIVERSARY OF THIS DATE BY THREE PERCENT (3.0%) OF THE AMENITY FEE PREVIOUSLY APPLICABLE TO RESIDENTS OF THE VILLAS OF SPANISH SPRINGS. THE OWNERS OBLIGATION TO PAY THE AMENITY FEE IS SECURED BY A LIEN AGAINST EACH UNIT. THE UNIT OWNER'S FAILURE TO MAKE THESE AMENITY FEE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. THE SERVICES AND FACILITIES PROVIDED PURSUANT TO THE AMENITY FEE ARE NOT COMMON ELEMENTS OF THE CONDOMINIUM PROPERTY AND UNIT OWNERS HAVE NO OWNERSHIP INTEREST IN THOSE FACILITIES. THE RECREATIONAL AND OTHER FACILITIES PROVIDED PURSUANT TO THE AMENITY FEE MAY BE EXPANDED OR ADDED WITHOUT THE CONSENT OF UNIT OWNERS OR THE ASSOCIATION.

18. SELLER GRANTS TO THE BUYER AN IMPLIED WARRANTY OF FITNESS AND MERCHANTABILITY FOR THE PURPOSES OR USES INTENDED. THE WARRANTY SHALL BE FOR A PERIOD BEGINNING WITH THE NOTICE OF INTENDED CONVERSION AND CONTINUING FOR THREE (3) YEARS THEREAFTER, OR THE RECORDING OF THE FIRST AMENDED AND RESTATED DECLARATION OF CONDOMINIUM AND CONTINUING FOR

**THREE (3) YEARS THEREAFTER, OR ONE (1) YEAR AFTER OWNERS OTHER THAN THE DEVELOPER OBTAIN CONTROL OF THE ASSOCIATION, WHICHEVER OCCURS LAST, BUT IN NO EVENT MORE THAN FIVE (5) YEARS.**

19. AGE RESTRICTED COMMUNITY. BUYER understands that SELLER provides a housing community intended for persons 55 years of age and over. BUYER certifies that at least one resident within the household will be at least 55 years of age, and that the information concerning resident's date of birth given is accurate.

Date of Birth \_\_\_\_\_

20. BUYER acknowledges that BUYER is not an investor purchasing the property with intent to resell the property within one (1) year. Therefore, in consideration of SELLER selling BUYER The Property, BUYER hereby agrees not to sell, convey or transfer The Property for a period of one (1) year following the closing of this transaction ("No Sale Period"). In the event BUYER sells, conveys or transfers The Property during this No Sale Period, then BUYER agrees to forfeit any and all profits from such a sale to the SELLER. Profits shall be defined as the gross sales proceeds from any sale during the No Sale Period, less the gross purchase price of this transaction. SELLER reserves the right to make exceptions for hardships such as death, in SELLER'S sole discretion on a case-by-case basis. This clause shall be subordinate to the interest of any mortgage, and shall survive the closing of this transaction.

21. BUYER recognizes that lakes, ponds, retention and detention areas, canals, creeks, marsh areas, stream or other water related areas (hereinafter, "water features") within The Property are designed to detain, or retain stormwater runoff and are only recharged by either rainfall or in some instances, springs. The level of water contained in water features within The Property is subject to naturally occurring events such as drought, floods, rain or the absence of rain. Therefore, SELLER makes no representation, warranty or covenant with the BUYER that the level of water in any water feature shall be at any particular depth or height, either before or after closing of the sale to the BUYER.

22. This Agreement may not be assigned by BUYER without SELLER'S written consent. In the event of such approved assignment, the amenities fee referred to in paragraph 4 shall be changed to the prevalent sum then in force for all new BUYERS of property in The Villages, instead of the amount set forth in paragraph 4.

23. THIS HOME IS BEING SOLD IN ITS COSMETICALLY "AS IS" CONDITION, and examples of possible cosmetic problems that the SELLER shall not be responsible for include, but are not limited to, the following:

1. Paint scratches;
2. Vinyl "nicks";
3. Tile abrasions;
4. Soiled carpeting;
5. Appliance scratches.

24. BUYER'S RIGHT TO CANCEL. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF THE EXECUTION OF THIS AGREEMENT BY BUYER, AND RECEIPT BY BUYER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO BUYER BY THE DEVELOPER UNDER F.S. 718.503. THIS AGREEMENT ALSO IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM DEVELOPER OF ANY AMENDMENT THAT MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER ADVERSE TO THE

**BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

**25. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COSTS DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.**

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals on the date(s) indicated below.

**BUYER(S):**

\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_.

**SELLER:**

**THE VILLAGES OF LAKE-SUMTER, INC.**

By: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_.

## EXHIBIT "K"

### Rules and Regulations The Villas of Spanish Springs, A Condominium

#### A. GENERAL RULES

1. Recreational facilities will be used in such a manner as to respect the rights of others, and the Developer or Developer's designee may regulate duration of use, set hours of opening and closing, and schedule use of the facilities.
2. All Common Elements inside and outside the buildings will be used for their designated purposes only, and nothing belonging to Unit Owners, or their family, tenants, or guests, will be kept therein or thereon without the approval of the Directors. Such areas will at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests, and family members.
3. Pets in Limited Common Elements or Common Elements will be under handheld leash or carried at all times. Each Owner shall be personally responsible for any damage caused the Common Area by any such pet and shall be responsible to immediately remove and dispose of any excrement of such pet. In the event that a pet has, in the opinion of the Board of Directors, become a nuisance or an unreasonable disturbance, written notice will be given to the Owner or other person responsible for the pet, and the pet must be removed from the Condominium Property within three days. Guests and tenants are not permitted to have pets. The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.
4. All non-owner persons occupying Units will be registered with the Board of Directors or its designee at or before the time of their occupancy of the unit. This includes renters and house guests.
5. The Association shall retain a passkey to the Units, and the Unit Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right to access to the Units. Duplication of Unit Owners' keys to Common Element facilities is restricted in the interest of security. Such keys will be duplicated only with the assistance of the resident manager.
6. Children will be under the direct control of a responsible adult. Children will not be permitted to run, play tag, or act boisterously on the Condominium Property. Skateboarding, "Big Wheels," or loud or obnoxious toys are prohibited. Children may be removed from the Common Elements for misbehavior by or on the instructions of the Directors.
7. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing, and playing of musical instruments, etc., will be limited to sound levels that will not disturb others.

8. Use of barbecue grills will be allowed only in each Unit's limited common area.
9. Illegal and immoral practices are prohibited.
10. Nothing shall be altered in, constructed on, or removed from the Common Elements except on the written consent of the Developer, after the original development thereof by the Developer.
11. No nuisance of any type or kind will be maintained on the Condominium Property.
12. The moving of furniture and other property must take place Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only. Moving vans and trucks used for this purpose will remain on Condominium Property only when actually in use.
13. Repair, construction, decorating, or remodeling work will be done on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only, and the rules for decorators and subcontractors must be complied with.
14. These Rules and Regulations will apply equally to Owners, their families, guests, domestic help, and lessees.
15. The Board of Directors of the Association may impose a \$100 fine for each violation of these Rules and Regulations or any violation of the Condominium documents.
16. The Condominium and management staff are not permitted to do private work for Unit Owners, their families, tenants, or guests while on duty. If both parties are agreeable, staff may assist such persons privately when off duty.
17. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium Property. Reference should be made to the Declaration of Condominium and all other Condominium documents.

**B. RULES FOR UNIT OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING, AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; LOCATION FOR POSTING NOTICES OF MEETINGS**

1. **RIGHT TO SPEAK:**
  - a. To the maximum extent practicable, the posted Board meeting agenda for each meeting will list the substance of the matters and actions to be considered by the Board.



b. Robert's Rules of Order (latest edition) will govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation, or the Bylaws.

c. After each motion is made and seconded by the Board Members, the meeting Chairperson will permit Unit Owner participation regarding the motion on the floor. Such time may be limited depending on the complexity and effect on the Association.

d. Unit Owner participation will not be permitted after reports of officers or committees unless a motion is made to act on the report, or the Chairperson determines that it is appropriate or is in the best interest of the Association.

e. A Unit Owner wishing to speak must first raise his or her hand and wait to be recognized by the Chairperson.

f. While a Unit Owner is speaking, he or she must address only the Chairperson; no one else is permitted to speak at the same time.

g. A Unit Owner may speak only once, for not more than three minutes, in response to each topic or motion brought to the floor, and only on the topic or motion on the floor.

h. The Chairperson, by asking if there is any objection and hearing none, may permit a Unit Owner to speak for longer than three minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board Member only, and if there is an objection the question will be decided by board vote.

i. The Chairperson will have the sole authority and responsibility to see to it that all Unit Owner participation is relevant to the subject or motion on the floor.

## 2. RIGHT TO VIDEO OR AUDIOTAPE:

a. Audio and video equipment and devices that Unit Owners are authorized to use at any such meeting must not produce distracting sound or light emissions.

b. Audio and video equipment will be assembled and placed in a location that is acceptable to the board or the committee before the beginning of the meeting.

c. Anyone videotaping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.

d. At least 24 hours advance written notice will be given to the board by any Unit Owner desiring to use any audio/video equipment to record a meeting.

3. LIMITATION ON THE ASSOCIATION'S OBLIGATION TO RESPOND TO WRITTEN INQUIRIES: THE ASSOCIATION SHALL NOT BE OBLIGATED TO RESPOND TO MORE THAN ONE WRITTEN INQUIRY FROM A UNIT OWNER FILED BY CERTIFIED MAIL IN ANY GIVEN 30-DAY PERIOD. ANY ADDITIONAL INQUIRY OR INQUIRIES SHALL BE RESPONDED TO IN THE SUBSEQUENT 30-DAY PERIOD OR PERIODS.

**EXHIBIT "L"**

**CONTRACTS**



## AGREEMENT FOR SERVICES

THIS AGREEMENT is made this 1st day of May 2005 by and between The Villages of Lake Sumter, Inc., 1020 Lake Sumter Landing, The Villages, Florida 32162 (Hereafter referred as "Owner"), and Mike's Maintenance (hereafter referred to as "Contractor").

### RECITALS

1. The Owner owns or operates certain real property requiring scheduled Landscape Service, and wishes to enter into a contract with a party capable of providing suitable Landscape Service.
2. The Contractor provides scheduled Landscape Service for properties such as those owned or operated by the Owner, and wishes to enter into a contract whereby the Contractor performs services for the Owner in consideration of payments from the Owner to the Contractor.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, it is agreed as follows:

### I. SERVICES BY CONTRACTOR

- A. Contractor shall provide the services described in this Agreement upon the property owned or operated by the Owner described in Exhibit 1.0 (the "Property"). All maintenance and services will be performed in accordance with the requirements set forth in Exhibit (s) 2.0, 2.1, & 2.2. The Contractor shall examine the Property and the maintenance requirements of the Agreements.
- B. The Contractor shall provide all labor, material and equipment necessary to perform the services required by this Agreement. All maintenance and repair of equipment shall be the responsibility of the Contractor, and such maintenance and repairs shall NOT interfere with completion of required services to be provided pursuant to this Agreement.
- C. The Contractor shall promptly notify the Owner of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder of the service obligations of the Contractor required by this Agreement. Contractor agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- D. The Contractor shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from Contractor's operations, including site clean-up and policing of the Property. The Contractor shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The Contractor shall provide Contractor's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the Owner. The use of Owner's dumpster(s) for any refuse disposal by the Contractor is strictly prohibited unless Owner has granted authorization for use.
- E. Contractor acknowledges that the public will associate the Contractor with the Owner while the Contractor performs services on the Owner's property. Contractor agrees to conduct its services and supervise its employees in a way not detrimental to the Owner's business operation. Owner reserves the right to approve dress codes for the Contractor's employees.
- F. Contractor shall comply with all applicable governmental statutes, rules, regulations, and orders, including those imposed by the Development Order and Conservation Manual issued pursuant to the Development of Regional Impact process, and any amendments and modification thereto, as well as all federal, state, and locals, rules, and regulations.

### II. PAYMENT

In consideration of the services provided by Contractor pursuant to the Agreement, Owner agrees to pay to Contractor the following annual sum of Seventy-one thousand, ninety-three dollars and 88/100 (\$71,093.88 ), Equaling Five thousand, nine hundred twenty-four dollars and 49/100 (\$5,924.49 ) per month (See attached Exhibit 3.0).

Payment for contractual services will be issued automatically by The Village Accounting Department the first week of each month in arrears. Maintenance Records (Exhibit 3.1 and/or 3.2) should be submitted by the twenty-fifth (25th) of the serviced month.

Owner agrees to pay contractor for additional work performed by the Contractor pursuant to written orders placed by Owner, at a rate equal to component unit costs of labor and equipment charged by Contractor under the terms of this Agreement.

III. TERM

The Agreement commences on May 1, 2005 and ends April 30, 2008. The Owner has the option of extending the term of this Agreement for two (2) additional one (1) year periods.

IV. INSURANCE

- A. **Worker's Compensation.** Contractor shall maintain workers compensation insurance – Exemption certificates are not acceptable.
- B. **General Liability.** Contractor shall maintain Public Liability Insurance with an insurance company qualified to do business within the State of Florida, with a minimum single event limit of \$1,000,000.00, with the Owner listed as an additional prior to any cancellation. Within thirty (30) days prior to expiration, Contractor shall provide Owner with proof that required coverage has been extended. Prior to commencing services pursuant to this Agreement.
- C. Contractor shall furnish to Owner certificates of insurance in compliance with this Section.

V. SELF HELP BY OWNER

Within (3) days after being notified by Owner in writing of defective or unacceptable work, if the Contractor fails to correct such work in accordance with the requirements of the Agreement, Owner may cause the unacceptable or defective work to be corrected. Provided however, if the corrective work can not reasonably be completed within such three (3) day period, and Contractor immediately begins corrective work, and Owner reasonable determines that the Contractor is diligently pursuing the completion of such corrective work, Owner agrees to allow Contractor to complete correction of the defective or unacceptable work. In addition, if the Contractor, for any reason, fails to perform any portion of the services required by the Contractor pursuant to this Agreement, the Owner shall be entitled to deduct from any monies due or which may become due to Contractor a pro-rated amount proportionate to the quantity of services not performed.

All costs and expenses incurred by Owner pursuant to this section shall be deducted from monies due, or which may become Contractor. Any work performed by the Owner pursuant to the Section shall not in any way relieve Contractor for its obligation herein.

The provisions of the paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive Owner's right to declare the Contractor in default in accordance with applicable provisions of the Agreement.

VI. TERMINATION BY THE OWNER FOR CAUSE

- A. The performance of work under this Contract may be terminated by Owner in accordance with this clause in whole or from time to time in part, whenever Owner determines that Contractor is in default of the terms of this Agreement. Any such termination shall be effected by delivery to Contractor of a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date upon which such termination becomes effective.
- B. After receipt of a Notice of Termination, and except as otherwise directed Contractor shall:
  - 1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
  - 2. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of the work under this Contract.
  - 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
  - 4. Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, the approval of ratification of Owner to the extent he may require, which approval or ratification shall be final for all purpose of this clause.
  - 5. The Notice of Termination shall not have terminated complete performance of such part of the work as is not subject to such Notice and contractor shall continue to perform under the terms of the Contract as to that portion of the Work not terminated.

- C. After receipt of a Notice of Termination, Contractor shall submit to owner his termination claim, in satisfactory form. Such claim shall be submitted promptly, but on no event no later than one month from effective date of termination unless one or more extensions in writing are granted by Owner. No claim will be allowed for any expense incurred by Contractor to submit his termination claim within the time allowed. Contractor shall be deemed to waive any right to any further compensation.
- D. Contractor and Owner may agree upon the whole or any part of the amount or amounts paid to Contractor by reason of the total or partial termination of work pursuant to this clause, provided, that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the Contract of work terminated.

VII. OTHER MATTERS

- A. Contractor shall not utilize, not store, any drums of any material exceeding 5-gallon containers on any of the Owners property.
- B. Contractor shall maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the Owner's Human Resources Department, however the Contractor acknowledges that the Owner shall have no responsibility for making any disclosures to Contractor's employees or agents.
- C. Except for information which is already a matter of public record, Contractor shall not publish or disclose any terms of this Agreement any information or data obtained pursuant to this contract, without written consent of Owner.
- D. The obligations of Contractors under this Agreement may not be deleted without prior written consent of Owner. Owner may freely assign this Agreement to any entity acquiring the real estate, which is subject to this Agreement. Contractor may not delegate its duties under this contract without prior written consent or Owner.
- E. The parties agree that exclusive jurisdiction and venue for the enforcement, construction or interpretation of this agreement, shall be the Fifth Judicial Circuit in and for Sumter County, Florida, and Contractor does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.
- F. Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify Owner and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to the Property, to the Owner, or third person that may arise in connection with the Contractor providing services pursuant to this Agreement.
- G. Contractor shall not be construed to be the agent, servant or employee of the Owner, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on tort, as the agent, servant or employee of the Owner.
- H. The agreement shall be binding upon the parties hereto, their successors and assigns, and time of the essence of the agreement.
- I. All Exhibits and Addendum's to this agreement are incorporated herein.

Mike's Maintenance



Authorized Signature

Date: 4-25-05

The Villages of Lake Sumter, Inc.



Robert Hooper, Jr.  
Commercial Property Management

Date: 4-25-05

EXHIBIT 1.0

# THE VILLAGES OF LAKE-SUMTER, INC.

THE GENERAL DESCRIPTION OF THE PROPERTY UPON WHICH  
THE SERVICES ARE TO BE PERFORMED IS AS FOLLOWS:

Spanish Springs Villas  
Avenida De Las Casas  
The Villages, FL 32159

PRINT ATTACHED  
(See Attached Exhibit 4.0)



**EXHIBIT 2.0**  
**Spanish Springs Villas**  
**GENERAL SPECIFICATIONS**

The vendor shall furnish all labor, supervision, transportation, and materials necessary for complete services. The service shall include, but not be limited to, items listed in the general and maintenance specifications. (Note: Due to the length of our name, The Villages Commercial Property Management department, we will be noted as The Villages.)

**I. SUPERVISION/INSPECTION/ACCOUNTABILITY**

- A. The Villages will perform inspections and log conditions resulting from deviations by the Contractor from the contract. The Contractor's supervisors shall provide inspections of the work to ensure that the work, as depicted by the contract, has been completed. Any discrepancy shall be remedied immediately.

**II. IDENTIFICATION/APPEARANCE**

- A. The Contractor's employees shall present a neat, clean, and well-groomed appearance when providing services at The Villages facilities.

**III. WORK HOURS**

- A. All services shall be scheduled with The Villages CPM Supervisor.

**IV. ACCESS/SECURITY**

- A. The Contractor will be furnished means of access to the service area. The Contractor shall not duplicate any keys issued to the Contractor for such use.
- B. Any areas, to which Contractor is provided access by means of key, shall be opened for the purpose of this service only. Immediately upon completion of service, area shall be secured. No person or persons shall be permitted access to areas by any Contract personnel.
- C. Upon completion of services in a prescribed area, Contractor's employee(s) shall turn off all the lights in the area and secure doors.
- D. It is the responsibility of the Contractor to establish adequate procedures to eliminate wrongful use by their employees of the property of The Villages or of its employees. This property includes, but is not limited to the following:

- a. Telephone systems
- b. Computer Equipment
- c. Audio/Video equipment
- d. Typewriters
- e. Calculators
- f. Duplicating Equipment
- g. Radios
- h. Projection Equipment

- E. Discovery by The Villages of wrongful use will be referred to the Contractor for appropriate action.

**V. MATERIALS**

- A. The Contractor shall supply or maintain all supplies, materials, equipment and machinery necessary to perform the contract. The Contractor will not be permitted to use any products that are not first approved by The Villages with names and chemical formulas of materials used. MSDS sheets for all products shall be provided.

**VI. ADDITIONAL CONDITIONS**

- A. Waste going into dumpsters shall be bagged or placed in closed containers before disposal. It is the Contractor's responsibility to supply or maintain said containers/bags.
- B. Special consideration MUST also be given to:
  - a. Avoidance of power interruption to devices
  - b. The use of equipment near sensitive devices
- C. The Contractor will not allow smoking by employees in any The Villages facilities.

**EXHIBIT 2.0 (continued)**  
**Spanish Springs Villas**  
**GENERAL SPECIFICATIONS**

- D. The Contractor will not allow the consumption of food or drink in any areas other than those locations assigned to the Contractor, i.e., Contractor's office, equipment storage areas, etc.
- E. It is the Contractor's responsibility to clean up and/or rectify any damage to The Villages property caused by any individuals connected with the Contractor, to The Villages Supervisor's satisfaction.
- F. Contractor shall provide The Villages with a list of employees to be contacted to assist in any emergency.
- G. The contractor may subcontract certain procedures or operations with the written approval of the Villages Management. Proof of proper licensing and insurance shall be provided upon request. The contractor is held responsible for any work performed by any subcontractor engaged.

**VII. SATISFACTORY PERFORMANCE**

- A. Satisfactory performance of work under this contract is based on maintenance specifications. Contractor performance will be evaluated and adjustments to the maintenance specifications, if required, will be made.
- B. Any damage by the contractor shall be repaired by the respective tradesman initiated through The Villages representative so all warranties remain effective. All billing for said repairs will be directed to the contractor responsible.

**VIII. SAFETY PRECAUTIONS**

- A. The Contractor is responsible for instruction of workers in appropriate safety measures. Appropriate signs to indicate danger safety hazards shall be provided by the Contractor and be used at all times in any area necessary.

**IX. MINIMUM WAGE RATES**

- A. The Contractor is required to pay employees no less than the Federal Minimum Wage Rate.

**X. CHANGES IN AREA/SERVICES**

- A. The right is hereby reserved to add or delete areas as may be required. Any change, which increases or decreases services, will be subject to review and revisions of contract. The addition or deletion will be given with a thirty (30) day notice, verified by written transmittal from The Villages.

**EXHIBIT 2.1**  
**The Villages of Lake-Sumter, Inc.**  
**Landscape Maintenance Specifications**  
**Spanish Springs Villas**

The landscape maintenance contractor shall be responsible for all labor, materials and equipment necessary for the proper care and maintenance of the landscaping, irrigation and related landscaping structures and systems within the property described in Exhibit 1.0.

The following specifications are set as the minimums to gain the desired healthy and attractive landscaping within the community.

**I. Turf Maintenance**

**A. Mowing:**

1. Mowing of all turf areas shall be performed on a weekly basis during the normal growing season, (April through October). During the months of November through March it is expected that mowing will be required twice a month unless abnormal conditions arise. In any event, the turf shall be mowed at a frequency to promote healthy and continued growth as well as proper appearance at all times.
2. Mowing height shall be based on season and what is horticulturally correct for turf variety and location.
3. When line trimmers are used, cutting height shall be in conjunction with mowing height. Scalping by either trimmers or mowers will not be acceptable. Damage to trees, shrubs and signpost are not acceptable. Mowing patterns shall be varied to minimize wear areas from tires and slippage.
4. Any unsightly clippings, which remain on the turf, shall be removed after mowing.
5. Walkways, streets and parking areas to be blown or vacuumed free of clippings after each mowing.

**B. Edging:**

1. Edging of walkways, curb lines and other paved areas to be performed in conjunction with mowing operations. Irrigation valve boxes, splice boxes, gate valve boxes and water meter boxes shall be edged routinely.
2. Edging of annual and shrub beds as well as around trees and large shrubs shall be performed a minimum of twice per month throughout the year or more frequently if needed.
3. Bed lines shall be kept smooth in regard to original design and increased if plant material growth warrants.
4. Care should be taken in all edging operations to minimize damage to plant material and irrigation.

**C. Fertilization of Turf, Trees, Shrubs, Annual/Perennial Flower Beds:**

All turf fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration.

**1. St. Augustine/Florataam Turf**

There should be a minimum of four (4) applications of a complete, acid-forming commercial turf fertilizer applied to St. Augustine or Florataam turf per year.

- a. **March:** A standard, non-burning complete turf fertilizer such as 16-4-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet (6.25 pounds of product). There should be a minimum of 4% Iron, 6% Sulfur and 2% each of Magnesium and Manganese. At least 25% of the Nitrogen should be in slow release form such as poly coated, or sulfur coated urea.
- b. **June:** 9-2-24 with 6% Iron, and 8 to 10% Sulfur (Lesco, or identical label) shall be applied at one (1) pound of actual potassium per 1000 square feet, (4.2 pounds of product). This lower Nitrogen will reduce fast succulent growth and resulting clippings, and reduce Chinch Bug occurrence in the summer months. The extra Iron and Sulfur will enable the turf to maintain a desirable green color without excessive top growth.
- c. **August:** 9-2-24, same as in June. The extra Potassium will help with drought and cold tolerance in dry or cold months.
- d. **October:** 16-4-8 or similar. Same as March. If needed to maintain green color in cool months, a liquid Nitrogen/Iron product such as 12-0-0 should be added to Fall and Winter turf spray program mixtures along with liquid Insect or weed control applications.

**EXHIBIT 2.1(continued)**  
**The Villages of Lake-Sumter, Inc.**  
**Landscape Maintenance Specifications**  
**Spanish Springs Villas**

**2. Bahia Turf**

There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.

- a. **March:** A standard, non-burning complete turf fertilizer such as 16-4-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet (6.25 pounds product).
- b. **September:** 9-2-24 with 6% iron, 8 to 10% sulfur and 2% each of Magnesium and Manganese at one (1) pound of actual potassium per 1000 square feet (4.2 pounds of product). This will help with winter cold tolerance. If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 at the label rate, or another chelated iron source should correct the problem.

**D. Disease and Pest Control:**

1. Treatment of the varied turf shall be accomplished as needed to prevent damage and to promote healthy and continued growth. Applications of pesticides and fungicides shall be done on a curative "as needed" basis.

**E. Weed Control:**

1. Application of herbicides shall be done on a curative "as needed" basis. A pre-emerge herbicide may be used. Broadleaf weeds, sedges, and undesirable grasses shall be kept to a minimum. Ninety five percent (95%) weed free turf shall be expected.

**II. Ground Cover and Shrub Maintenance**

**A. Pruning:**

1. Pruning is to be performed as needed to remove dead material, promote healthy growth and bed conditions and to keep plant material from spreading over curbs, walkways, streets, parking areas and up walls.
2. Individual branch pruning is most desirable. Wholesale shearing or trimming should be avoided unless special conditions should arise.
3. Natural growth pattern shall be promoted as much as possible. However, special pruning of materials, which may inhibit sight at intersections or passage at certain areas, should be performed.
4. Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection of fixtures themselves from damage.

**B. Beds:**

1. Beds are to be kept free of weeds and landscape debris and trash. Hand weeding shall be done as necessary; however pre-emergents and selected herbicides may also be used to control weed growth.
2. Mulch shall be fluffed and or added to as necessary to enhance moisture holding capability and a neat, clean appearance. A twice a year replenishment of pine straw in all beds should be scheduled. Care should be taken during mulching so as to not cover landscape lighting, valves, junction boxes or other structures and components.
3. Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-10-10, 12-2-14, or 13-3-13 containing a minimum of 25% slow release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% iron. This shall be applied in March, May, July and October at ½ cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used.
4. The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces immediately after application to avoid discoloration.

**C. Disease and Pest Control:**

1. Treatments shall be accomplished as needed to prevent damage and to promote healthy and continued growth. Applications of pesticides and fungicides shall be done on a curative "as needed" basis. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.

**EXHIBIT 2.1 (continued)**  
**The Villages of Lake-Sumter, Inc.**  
**Landscape Maintenance Specifications**  
**Spanish Springs Villas**

**III. Tree Maintenance**

**A. Pruning:**

1. Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees and palms as needed to maintain a natural and healthy appearance, remove dead or unwanted branches or debris, and encourage desired growth. This will include preventative trimming, as needed, of palm fronds and tree limbs to prevent from rubbing buildings, roofs or walls. Also, removal of mosses, mistletoe and suckers shall be done one (1) time per year, and should be done in the cool season when trees are dormant. All trees adjacent to roads, cart paths, walls and signage shall be pruned as need for clearance and visibility. Maintenance and removal of stakes and guys for trees is considered routine maintenance. Girdling of trees due to lack of maintenance is not acceptable.

**B. Water:**

1. All trees to be watered sufficiently to insure health and continued growth.

**C. Fertilization:**

1. Proper fertilization for the varied trees shall be fertilized three (3) times per year with a complete commercial fertilizer such as 8-10-10, 12-2-14 or 13-3-13 containing a minimum of 25% slow release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Application shall be at the labeled rate on the bag, and applied in March, June and September.
  - a. Palms shall be fertilized three (3) times per year with a complete commercial palm fertilizer such as 13-3-13, 12-2-14 or similar containing a minimum of 10% Sulfur, 1% Manganese, and 2% magnesium, and 2% slow release Potassium. Applications shall be at the labeled rate on the bag, and applied in March, June and September.
  - b. Some palms such as date palms, pindo palms, and sagos may require additional applications of Magnesium Sulfate (Epsom salts) to correct a Magnesium deficiency, due to our generally high pH soils in this area.

**IV. Annual/Perennial Flowerbed Maintenance and Replacements**

**A. Bed Maintenance:**

1. Annual beds shall be maintained in a fashion to allow for a full, colorful appearance at all times throughout the year. Beds shall be kept free of spent flowers, weeds and debris.
2. Soil amendments such as composted manure, organic peat, or a similar mix shall be incorporated and tilled in as part of the annual bed preparation as needed to maintain a rich growing environment.

**B. Annual/Perennial Flowerbed Fertilization:**

1. A standard, balanced slow release fertilizer such as Osmocote, Nutricote, Sierra or similar shall be incorporated into the bed as a soil amendment prior to planting each rotation of annuals, perennials, or mixture of both. Supplemental fertilizations of a complete liquid fertilizer such as 20-20-20 or 10-60-10 at the labeled rate shall be applied to all color beds at least monthly to promote vigorous growth, flowering and color.

**C. Replacement:**

1. It is anticipated that it will require a minimum of four (4) change outs per year to maintain the desired color effect. Material types should be selected for their longevity as well as color. A coordinated effect is to be continued at any change out.
2. Whenever possible replacement should be completed before the weekend period. Open beds are not desired during this time.

**V. Irrigation Systems**

**A. Maintenance:**

1. Irrigation systems and components shall be monitored to insure that proper coverage is achieved at all times.
2. Watering frequencies and duration's should be adjusted to insure healthy growth and prevention of disease and pest damage.
3. Cleaning of heads, lines and other components to be accomplished as needed. Changing of spray types or heights to be done to insure proper coverage.

**EXHIBIT 2.1 (continued)**  
**The Villages of Lake-Sumter, Inc.**  
**Landscape Maintenance Specifications**  
**Spanish Springs Villas**

4. Valve boxes to be kept clear for easy access for manual operations and repairs. Valve boxes and satellites shall be kept free of ants.
5. The Contractor shall be responsible for staying abreast of any and all governmental water restriction, which may be imposed. Any fines for violations will be the responsibility of the Contractor.
6. Damage to irrigation heads, valve boxes and other system components due to Contractor's operations shall be repaired entirely at the Contractor's expense.

**B. Repairs:**

1. Repairs to systems or components shall be accomplished as soon as possible to minimize any adverse effect to turf and or plant material.
2. Repair or replacement of heads, sprays, misters and emitters as well as the rebuilding of valves is considered normal routine maintenance. Cost of material only shall be billed separately.
3. Repair of pipe 1 ½" or smaller and hydraulic tubing shall be considered routine maintenance. Cost of material only shall be billed separately.
4. Broken lines of 1 ¾" and larger, valve and or controller replacement, as well as major system repairs or changes shall be approved by the Villages Management Representative before proceeding. In the event of emergencies, isolation of areas to prevent further damage to the system or associated plant material or structures is to be accomplished until repairs can be made. Cost on these types of repairs or replacements may include material and labor charges of \$20.00 per hour. Two- (2) inch pipe or larger must be gasketed with proper thrust blocking as needed. A Developer Representative must inspect prior to back filling. Repairs shall be completed within forty-eight (48) hours.

**VI. Drainage**

**A. Storm Water Collection:**

1. Sediment that washes into drainage swales shall be removed from swales and storm pipes at road entrances.

**VII. Site Cleanliness and Condition**

- A. As much as possible all areas shall be kept free of litter, landscape and or construction debris. It is expected that during the routine performance of the different maintenance operations that the Contractor and Workers are to be aware of site conditions and keep a neat and clean appearance.
- B. It should be understood that The Villages of Lake-Sumter, Inc is a continuously growing and changing area. Development and construction will from time to time cause damage, or will interrupt the routine maintenance program.
- C. It is important that problems, or potential problems, which may be caused by these procedures, should be brought to the attention of the Villages Representative as soon as possible for action.

**VIII. Operations and Communications**

**A. Sub Contracting:**

1. The Contractor may subcontract certain procedures or operations with the written approval of the Villages Management. Proof of proper licensing and insurance will be provided upon request. The Contractor is held responsible for any work performed by any subcontractor engaged.

**B. Workforce:**

1. It is desired that the Contractor employees be dressed in a uniform fashion with the company identification. Vehicles as well should be easily identified. A neat and clean appearance should be maintained as much as possible.
2. Contractor employees should be instructed to be helpful and courteous to residents, other employees and visitors at all times.

**A. Parking:**

1. Contractors' vehicles and trailers shall be parked where they do not impede traffic or visibility at any intersection.

**EXHIBIT 2.1(continued)**  
**The Villages of Lake-Sumter, Inc.**  
**Landscape Maintenance Specifications**  
**Spanish Springs Villas**

**B. Supervision:**

1. The Contractor shall provide supervision of all maintenance and or repair work being performed. Supervisors shall be able to communicate problems to the Villages Representative at any time, and shall be easily accessible to the Representative at all times either via pagers or phone.
2. A monthly walk through with the Villages Representative to be performed to cover work being accomplished, special needs or concerns, and other related information.
3. A good working relationship with other maintenance contractors is to be established and maintained.

**IX. Operations and Communications**

**A. Additional Work:**

1. From time to time the Villages Representative may request additional work of the Contractor. A cost estimate, schedule, or other determining information may be required before approval of work is to be granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed in a timely manner.

**B. Changes:**

2. It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the implementation of a change order approved by the management. The management does reserve the right to disapprove any changes. In such case other contractors may be engaged for the change.

**X. Satisfactory Performance**

- A. It is estimated that the frequency and guidelines set forth in this Exhibit will provide the quality desired. However, in the event it does not, Contractor agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the Owner in its discretion.
- B. The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The Owner will review the appearance and quality of the grounds on a periodic basis. Contractor performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.
- C. It is recognized that at times, the development of new areas will damage or deter the maintaining of existing areas. Seasonal weather differences may cause some variation in vegetation growth characteristics and that different stages during the care cycle may vary from desired appearance.
- D. Any plant, tree, grass or shrub which dies due to Contractor negligence shall be replaced by the Contractor, except in instances involving acts of God, theft, vandalism or the negligence of others, in which case that plants may be replaced at the Owner direction at no additional cost to the Contractor.
- E. Any damage to walls, landscape, lighting or hardscape features by the Contractor shall be repaired by the respective tradesman initiated through the Developer Representative so all warranties remain effective. All billing for said repairs will be directed to the Contractor responsible for said areas and cost of repairs.

*RL*

**EXHIBIT 2.2**  
**SPECIAL CONDITIONS**  
Landscaping  
Spanish Springs Villas

- I. Owner reserves the right to cancel this contract, in whole or in part, with 30 days written notice to Contractor.



EXHIBIT 3.0  
THE VILLAGES OF LAKE-SUMTER, INC.  
Spanish Springs Villas

Landscape

MAINTENANCE BILLING SHEET

For the Month of: \_\_\_\_\_

Acct #	Spanish Springs Villas	Cost
225.7158	Monthly Landscape Maintenance	\$5,924.49 *
	<b>Total Annual Cost</b>	<b>\$ 71,093.88 *</b>

\*Includes taxes

**AUTO PAY**

*Handwritten notes:*  
1/10/02  
JLL  
11

**EXHIBIT 3.1**  
**Spanish Springs Villas**  
**Landscape Maintenance Record**

Contractor: \_\_\_\_\_ Month of \_\_\_\_\_ Year \_\_\_\_\_  
 Mulch: Date Completed: \_\_\_\_\_ Type: \_\_\_\_\_ # or Amt.: \_\_\_\_\_  
 Location: \_\_\_\_\_

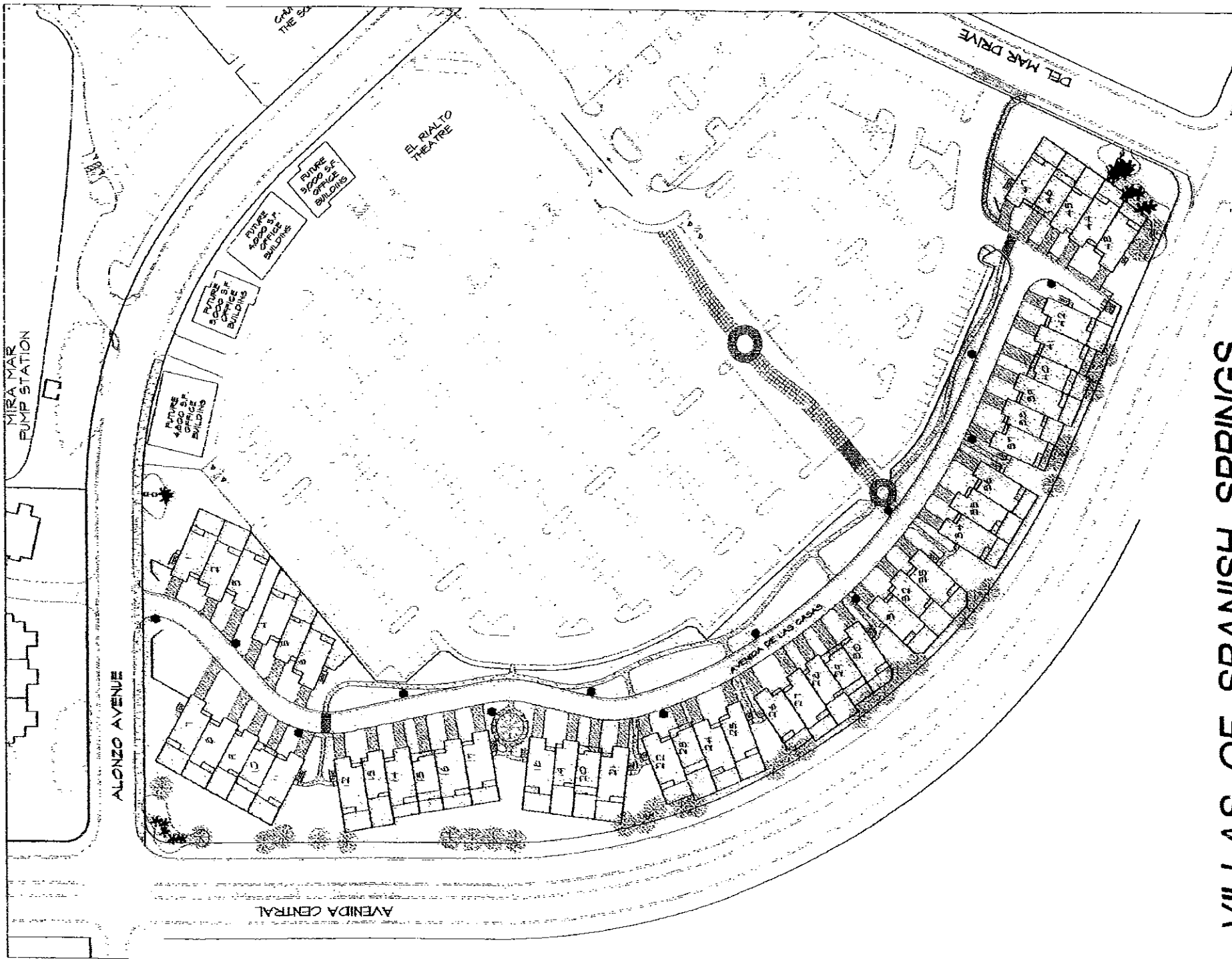
For above: Jan \_\_\_\_\_ Feb \_\_\_\_\_ Mar \_\_\_\_\_ Apr \_\_\_\_\_ May \_\_\_\_\_ June \_\_\_\_\_  
 July \_\_\_\_\_ August \_\_\_\_\_ Sept \_\_\_\_\_ Oct \_\_\_\_\_ Nov \_\_\_\_\_ Dec \_\_\_\_\_

Fertilizer:	Date				Analysis	Gran/Liquid	Comments
Turf	1st:						
	2nd:						
	3rd:						
	4th:						
Ground Cover / Shrubs	1st:						
	2nd:						
	3rd:						
	4th:						
Trees	1st:						
	2nd:						
	3rd:						
	4th:						
Pest Control:							
Dead or dying plant notification/ problem plants: _____							
Pruning: _____							
Annual Beds Change-Outs	1st:					Pot/Container Change-Outs	1st:
	2nd:						2nd:
	3rd:						3rd:
	4th:						4th:
Annual bed/container fertilization dates: _____							
*Product Used: _____							
Other pertinent information: _____							

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# VILLAS OF SPANISH SPRINGS CONDOMINIUMS

VCCDD  
CONDOMINIUM  
ASSOCIATION  
HOME OWNERS



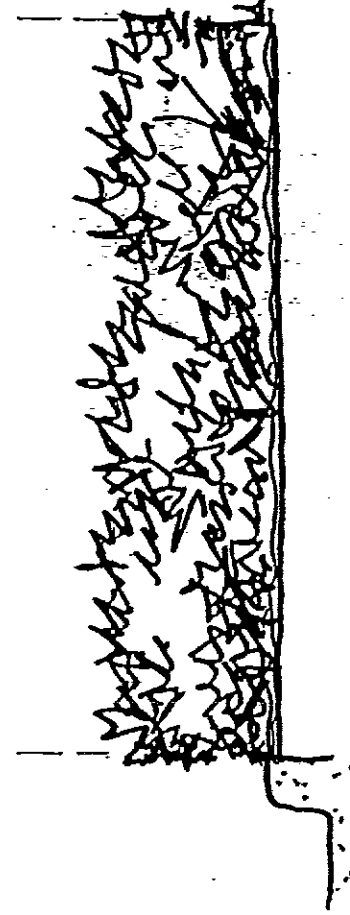
SCALE 1" = 100'  
FEBRUARY 27, 2001

RLK

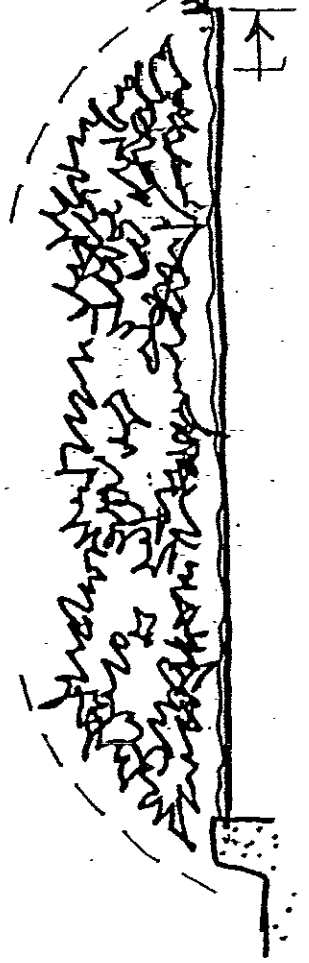
(AT TIME  
OF INSTALLATION)



DO NOT  
LET PLANTS  
GET OVER-  
GROWN, AND  
THEN  
SHEAR EDGES!

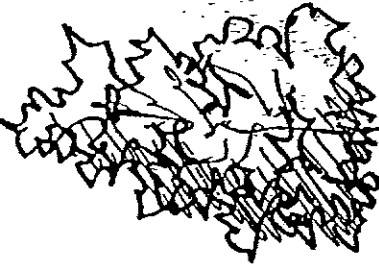
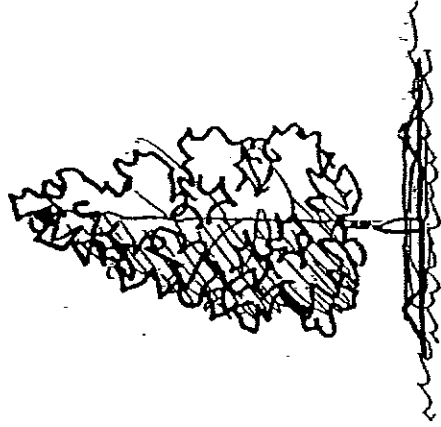


DO  
ALLOW PLANTS  
TO  
GROW TOGETHER  
BUT KEEP AT  
PROPER HEIGHT  
BY REGULAR  
TRIMMING & EDGE  
SHAPING...



GROUND COVER &  
SHRUB EDGES

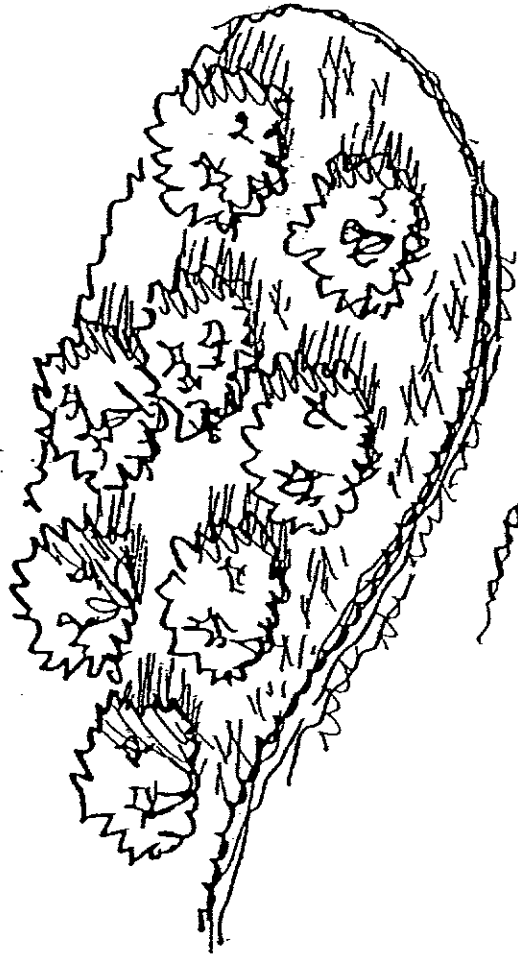
(AT TIME  
OF INSTALLATION)



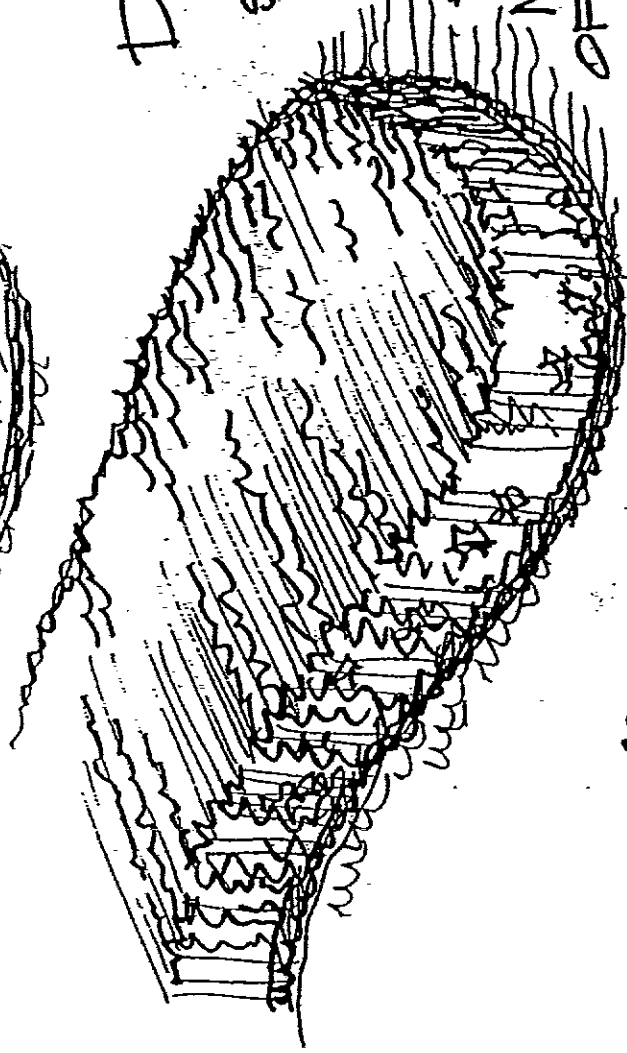
DO NOT  
"CHASE UP"  
OR "HAT RACK"  
LOW BRANCHING  
TREES SUCH  
AS MAGNOLIAS  
OR HOLLIES.

DO  
ALLOW SUCH  
TREES TO  
GROW FULL  
TO THE GROUND  
WITH NATURAL  
CHARACTER...  
ENLARGE TREE  
RING AS TREE  
GROWS.

TREES



(AT THE  
TIME OF  
INSTALLATION)



DO NOT  
SHEAR OR  
"FLAT TOP"  
MASSSED  
PLANTINGS;  
NO SHAPING  
OF INDIVIDUAL  
PLANTS, EITHER.



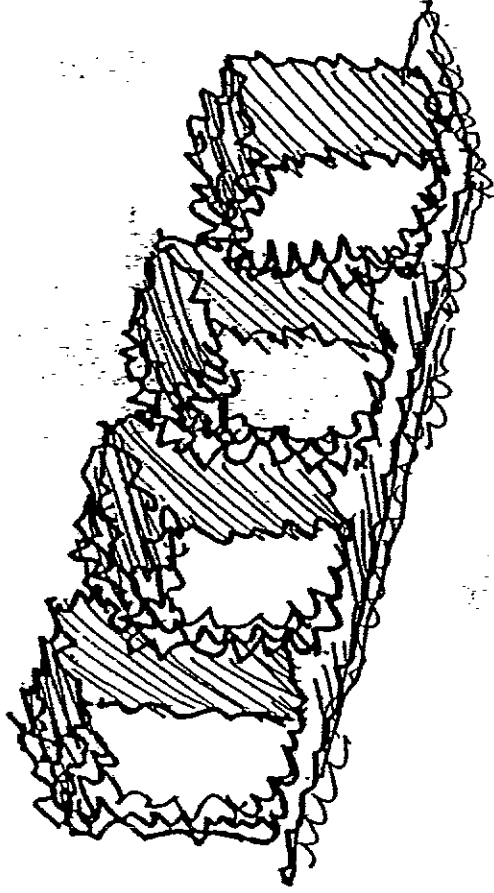
DO  
HAND PRUNE  
FOR "SOFT",  
INFORMAL,  
ROUNDED BUT  
NOT SHEARED  
FORM.

SHRUB MASSES

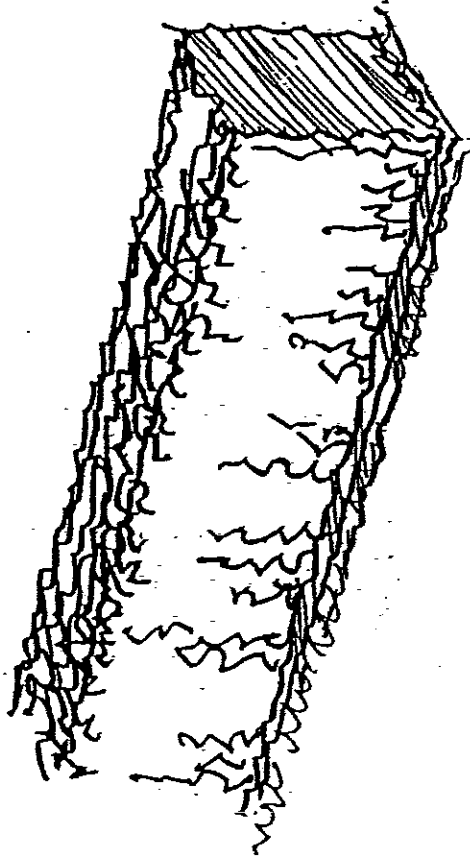




(AT THE  
TIME OF  
INSTALLATION)



DO NOT  
PRUNE  
OR SHEAR  
PLANTS AS  
INDIVIDUALS



DO  
PRUNE  
OR SHEAR  
TO CREATE  
SOLID &  
DENSE  
HEDGE

HEDGE PRUNING

# THE VILLAGES OF LAKE-SUMTER, INC

## HVAC Service Contract

### Spanish Springs Villas

Avenida De Las Casas  
The Villages, Florida 32159

**CONTRACTOR:**

United Refrigeration, Inc.

**TERM:**

November 1, 2005 through October 31, 2006

**COPIED TO:**

United Refrigeration, Inc.  
Commercial Property Management  
The Villages Accounting Dept.  
Facility Manager

## AGREEMENT FOR SERVICES

**THIS AGREEMENT** is made this 1st day of November 2005 by and between The Villages of Lake-Summer, Inc., 1020 Lake Sumter Landing, The Villages, Florida 32162 (Hereafter referred as "Owner"), and United Refrigeration, Inc. (hereafter referred to as "Contractor").

### RECITALS

1. The Owner owns or operates certain real property requiring scheduled HVAC Service, and wishes to enter into a contract with a party capable of providing suitable HVAC Service.
2. The Contractor provides scheduled HVAC Service for properties such as those owned or operated by the Owner, and wishes to enter into a contract whereby the Contractor performs services for the Owner in consideration of payments from the Owner to the Contractor.

**NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, it is agreed as follows:**

### I. SERVICES BY CONTRACTOR

- A. Contractor shall provide the services described in this Agreement upon the property owned or operated by the Owner described in Exhibit 1.0 (the "Property"). All maintenance and services will be performed in accordance with the requirements set forth in Exhibit (s) 2.0, 2.1, 2.2., 3.1 & 3.2. The Contractor shall examine the Property and the maintenance requirements of the Agreements.
- B. The Contractor shall provide all labor, material and equipment necessary to perform the services required by this Agreement. All maintenance and repair of equipment shall be the responsibility of the Contractor, and such maintenance and repairs shall NOT interfere with completion of required services to be provided pursuant to this Agreement.
- C. The Contractor shall promptly notify the Owner of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder of the service obligations of the Contractor required by this Agreement. Contractor agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- D. The Contractor shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from Contractor's operations, including site clean-up and policing of the Property. The Contractor shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The Contractor shall provide Contractor's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the Owner. The use of Owner's dumpster(s) for any refuse disposal by the Contractor is strictly prohibited unless Owner has granted authorization for use.
- E. Contractor acknowledges that the public will associate the Contractor with the Owner while the Contractor performs services on the Owner's property. Contractor agrees to conduct its services and supervise its employees in a way not detrimental to the Owner's business operation. Owner reserves the right to approve dress codes for the Contractor's employees.
- F. Contractor shall comply with all applicable governmental statutes, rules, regulations, and orders, including those imposed by the Development Order and Conservation Manual issued pursuant to the Development of Regional Impact process, and any amendments and modification thereto, as well as all federal, state, and locals, rules, and regulations.

### II. PAYMENT

In consideration of the services provided by Contractor pursuant to the Agreement, Owner agrees to pay to Contractor the following annual sum of Six thousand, eighty-three dollars and 04/100 (\$6,083.04 ), (See attached Exhibit 3.0).

Contractor shall submit invoices with monthly billing sheet (Exhibit 3.0) included by the twenty-fifth (25th) of the month the services are performed and Owner shall pay Contractor no later than the fifteenth (15th) of following month.

Owner agrees to pay contractor for additional work performed by the Contractor pursuant to written orders placed by Owner, at a rate equal to component unit costs of labor and equipment charged by Contractor under the terms of this Agreement.

III. **TERM**

The Agreement commences on November 1, 2005 and ends October 31, 2006. The Owner has the option of extending the term of this Agreement for two (2) additional one (1) year periods.

IV. **INSURANCE**

- A. **Worker's Compensation.** Contractor shall maintain workers compensation insurance – Exemption certificates are not acceptable.
- B. **General Liability.** Contractor shall maintain Public Liability Insurance with an insurance company qualified to do business within the State of Florida, with a minimum single event limit of \$1,000,000.00, with the Owner listed as an additional prior to any cancellation. Within thirty (30)days prior to expiration, Contractor shall provide Owner with proof that required coverage has been extended, Prior to commencing services pursuant to this Agreement.
- C. Contractor shall furnish to Owner certificates of insurance in compliance with this Section.

V. **SELF HELP BY OWNER**

Within (3) days after being notified by Owner in writing of defective or unacceptable work, if the Contractor fails to correct such work in accordance with the requirements of the Agreement, Owner may cause the unacceptable or defective work to be corrected. Provided however, if the corrective work can not reasonably be completed within such three (3) day period, and Contractor immediately begins corrective work, and Owner reasonable determines that the Contractor is diligently pursuing the completion of such corrective work, Owner agrees to allow Contractor to complete correction of the defective or unacceptable work. In addition, if the Contractor, for any reason, fails to perform any portion of the services required by the Contractor pursuant to this Agreement, the Owner shall be entitled to deduct from any monies due or which may become due to Contractor a pro-rated amount proportionate to the quantity of services not performed.

All costs and expenses incurred by Owner pursuant to this section shall be deducted from monies due, or which may become Contractor. Any work performed by the Owner pursuant to the Section shall not in any way relieve Contractor for its obligation herein.

The provisions of the paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive Owner's right to declare the Contractor in default in accordance with applicable provisions of the Agreement.

VI. **TERMINATION BY THE OWNER FOR CAUSE**


- A. The performance of work under this Contract may be terminated by Owner in accordance with this clause in whole or from time to time in part, whenever Owner determines that Contractor is in default of the terms of this Agreement. Any such termination shall be effected by delivery to Contractor of a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date upon which such termination becomes effective.
- B. After receipt of a Notice of Termination, and except as otherwise directed Contractor shall:
  - 1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
  - 2. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of the work under this Contract.
  - 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
  - 4. Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, the approval of ratification of Owner to the extent he may require, which approval or ratification shall be final for all purpose of this clause.
  - 5. The Notice of Termination shall not have terminated complete performance of such part of the work as is not subject to such Notice and contractor shall continue to perform under the terms of the Contract as to that portion of the Work not terminated.

- C. After receipt of a Notice of Termination, Contractor shall submit to owner his termination claim, in satisfactory form. Such claim shall be submitted promptly, but on no event no later than one month from effective date of termination unless one or more extensions in writing are granted by Owner. No claim will be allowed for any expense incurred by Contractor to submit his termination claim within the time allowed, Contractor shall be deemed to waive any right to any further compensation.
- D. Contractor and Owner may agree upon the whole or any part of the amount or amounts paid to Contractor by reason of the total or partial termination of work pursuant to this clause, provided, that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the Contract of work terminated.

VII. OTHER MATTERS

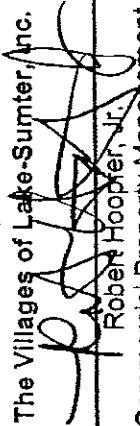
- A. Contractor shall not utilize, not store, any drums of any material exceeding 5-gallon containers on any of the Owners property.
- B. Contractor shall maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the Owner's Human Resources Department, however the Contractor acknowledges that the Owner shall have no responsibility for making any disclosures to Contractor's employees or agents.
- C. Except for information which is already a matter of public record, Contractor shall not publish or disclose any terms of this Agreement any information or data obtained pursuant to this contract, without written consent of Owner.
- D. The obligations of Contractors under this Agreement may not be deleted without prior written consent of Owner. Owner may freely assign this Agreement to any entity acquiring the real estate, which is subject to this Agreement. Contractor may not delegate its duties under this contract without prior written consent of Owner.
- E. The parties agree that exclusive jurisdiction and venue for the enforcement, construction or interpretation of this agreement, shall be the Fifth Judicial Circuit in and for Sumter County, Florida, and Contractor does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.
- F. Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify Owner and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to the Property, to the Owner, or third person that may arise in connection with the Contractor providing services pursuant to this Agreement.
- G. Contractor shall not be construed to be the agent, servant or employee of the Owner, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on tort, as the agent, servant or employee of the Owner.
- H. The agreement shall be binding upon the parties hereto, their successors and assigns, and time of the essence of the agreement.
- I. All Exhibits and Addendum's to this agreement are incorporated herein.

United Refrigeration, Inc.

  
 Authorized Signature

Date: 1 Nov 05

The Villages of Lake-Sumter, Inc.

  
 Robert Hooper, Jr.  
 Commercial Property Management

Date: 11/1/05

EXHIBIT 1.0

## THE VILLAGES OF LAKE-SUMTER, INC.

THE GENERAL DESCRIPTION OF THE PROPERTY UPON WHICH  
THE SERVICES ARE TO BE PERFORMED IS AS FOLLOWS:

**Spanish Springs Villas**  
Avenida De Las Casas  
The Villages, FL 32159

**PRINT ATTACHED**  
(See Attached Exhibit 4.0)

**EXHIBIT 2.0**  
**Spanish Springs Villas**  
**GENERAL SPECIFICATIONS**

The vendor shall furnish all labor, supervision, transportation, and materials necessary for complete services. The service shall include, but not be limited to, items listed in the general and maintenance specifications. (Note: Due to the length of our name, The Villages Commercial Property Management department, we will be noted as The Villages.)

**I. SUPERVISION/INSPECTION/ACCOUNTABILITY**

- A. The Villages will perform inspections and log conditions resulting from deviations by the Contractor from the contract. The Contractor's supervisors shall provide inspections of the work to ensure that the work, as depicted by the contract, has been completed. Any discrepancy shall be remedied immediately.

**II. IDENTIFICATION/APPEARANCE**

- A. The Contractor's employees shall present a neat, clean, and well-groomed appearance when providing services at The Villages facilities.

**III. WORK HOURS**

- A. All services shall be scheduled with The Villages CPM Representative.

**IV. ACCESS/SECURITY**

- A. The Contractor will be furnished means of access to the service area. The Contractor shall not duplicate any keys issued to the Contractor for such use.
- B. Any areas, to which Contractor is provided access by means of key, shall be opened for the purpose of this service only. Immediately upon completion of service, area shall be secured. No person or persons shall be permitted access to areas by any Contract personnel.

- C. Upon completion of services in a prescribed area, Contractor's employee(s) shall turn off all the lights in the area and secure doors.

- D. It is the responsibility of the Contractor to establish adequate procedures to eliminate wrongful use by their employees of the property of The Villages or of its employees. This property includes, but is not limited to the following:

- a. Telephone systems
- b. Computer Equipment
- c. Audio/Video equipment
- d. Typewriters
- e. Calculators
- f. Duplicating Equipment
- g. Radios
- h. Projection Equipment

- E. Discovery by The Villages of wrongful use will be referred to the Contractor for appropriate action.

**V. MATERIALS**

- A. The Contractor shall supply or maintain all supplies, materials, equipment and machinery necessary to perform the contract. The Contractor will not be permitted to use any products that are not first approved by The Villages with names and chemical formulas of materials used. MSDS sheets for all products shall be provided.

**VI. ADDITIONAL CONDITIONS**

- A. Waste going into dumpsters shall be bagged or placed in closed containers before disposal. It is the Contractor's responsibility to supply or maintain said containers/bags.
- B. Special consideration MUST also be given to:
  - a. Avoidance of power interruption to devices
  - b. The use of equipment near sensitive devices
- C. The Contractor will not allow smoking by employees in any The Villages facilities.

**EXHIBIT 2.0 (continued)**  
**Spanish Springs Villas**  
**GENERAL SPECIFICATIONS**

- D. The Contractor will not allow the consumption of food or drink in any areas other than those locations assigned to the Contractor, i.e., Contractor's office, equipment storage areas, etc.
- E. It is the Contractor's responsibility to clean up and/or rectify any damage to The Villages property caused by any individuals connected with the Contractor, to The Villages Representative's satisfaction.
- F. Contractor shall provide The Villages with a list of employees to be contacted to assist in any emergency.
- G. The contractor may subcontract certain procedures or operations with the written approval of the Villages Management. Proof of proper licensing and insurance shall be provided upon request. The contractor is held responsible for any work performed by any subcontractor engaged.

**VII. SATISFACTORY PERFORMANCE**

- A. Satisfactory performance of work under this contract is based on maintenance specifications. Contractor performance will be evaluated and adjustments to the maintenance specifications, if required, will be made.
- B. Any damage by the contractor shall be repaired by the respective tradesman initiated through The Villages representative so all warranties remain effective. All billing for said repairs will be directed to the contractor responsible.

**VIII. SAFETY PRECAUTIONS**

- A. The Contractor is responsible for instruction of workers in appropriate safety measures. Appropriate signs to indicate danger safety hazards shall be provided by the Contractor and be used at all times in any area necessary.

**IX. MINIMUM WAGE RATES**

- A. The Contractor is required to pay employees no less than the Federal Minimum Wage Rate.

**X. CHANGES IN AREA/SERVICES**

- A. The right is hereby reserved to add or delete areas as may be required. Any change, which increases or decreases services, will be subject to review and revisions of contract. The addition or deletion will be given with a thirty (30) day notice, verified by written transmittal from The Villages.



**EXHIBIT 2.1**  
**Bi-Monthly HVAC Maintenance Specifications**  
**Spanish Springs Villas**

**I. Intervals and Procedures**

**A. Basic Inspection & Cleaning – Feb., June, Aug., Dec.**

1. All maintenance visits are to be scheduled through contact with Commercial Property Management.
2. Replace all filters. All filter replacements are to be pleated style.
3. Inspect and clean (as needed) all fresh air intakes.
4. Check condensate drains for proper flow.

**B. Full Inspection & Cleaning – April & Oct.**

1. All maintenance visits are to be scheduled through contact with Commercial Property Management.
2. Replace all filters. All filter replacements are to be pleated style.
3. Inspect and clean (as needed) all fresh air intakes.
4. Check all belt driven and direct drive equipment for proper operation, align, and lube where required.
5. Blow out all condensate drains under pressure.
6. Clean fan coils with a biodegradable cleaner and treat with micro-biocide.
7. Treat all condensate pans with time-release tablets for algae control.
8. Check supply and return temperatures.
9. Check blower amp draws.
10. Inspect for water leaks.
11. Inspect for air leaks.

**D. Notes**

1. All work is to be coordinated with the CPM HVAC Representative and completed after 9:00 PM.
2. Coordinate any shut downs of units connected to a Fire Control Unit with CPM prior to shutdown.
3. When servicing equipment on the roof, bring all tools and equipment through roof access whenever possible. The contractor will be charged for any damages made to the roof.
4. All service will be invoiced as completed and turned in to the Commercial Property Management office. Invoice needs to have signed service checklist attached to ensure payment approval.
5. This service program is for maintenance only and does not cover parts and labor due to equipment failure. The Owner is to be contacted for approval of any additional services including part replacement or situations causing downtime to equipment.

**EXHIBIT 2.2**  
**HVAC Special Conditions**  
**Spanish Springs Villas**

- I. Owner reserves the right to cancel this contract, in whole or in part, with 30 days written notice to Contractor.
- II. On new HVAC contracts and renewal addendums, the contractor is responsible to confirm and document current information on Exhibit 3.1 (within two weeks of contract execution).
- III. Service calls will be time and material with an hourly charge of \$60.00.
- IV. Amendments
  - a. Exhibit 2.1, page 8, section I, sub-section D, line item 1 -- Shall read, "All work is to be coordinated with the CPM HVAC Representative."

**EXHIBIT 3.0**  
**THE VILLAGES OF LAKE-SUMTER, INC.**  
 Spanish Springs Villas

HVAC

**MAINTENANCE BILLING SHEET**

For the Month of: \_\_\_\_\_

Acct #	Spanish Springs Villas	Cost
225.7164	Bi-Monthly Basic Service (Feb., June, Aug., and Dec.)	\$753.26 *per visit
	Semi-Annual Full Service (April)	\$1,535.00 *per visit
	Annual Full Service (October)	\$1,535.00 *per visit
	<b>Total Annual Cost</b>	<b>\$ 6,083.04 *</b>

\*Includes taxes

**MUST BE SUBMITTED WITH INVOICE FOR PAYMENT APPROVAL**

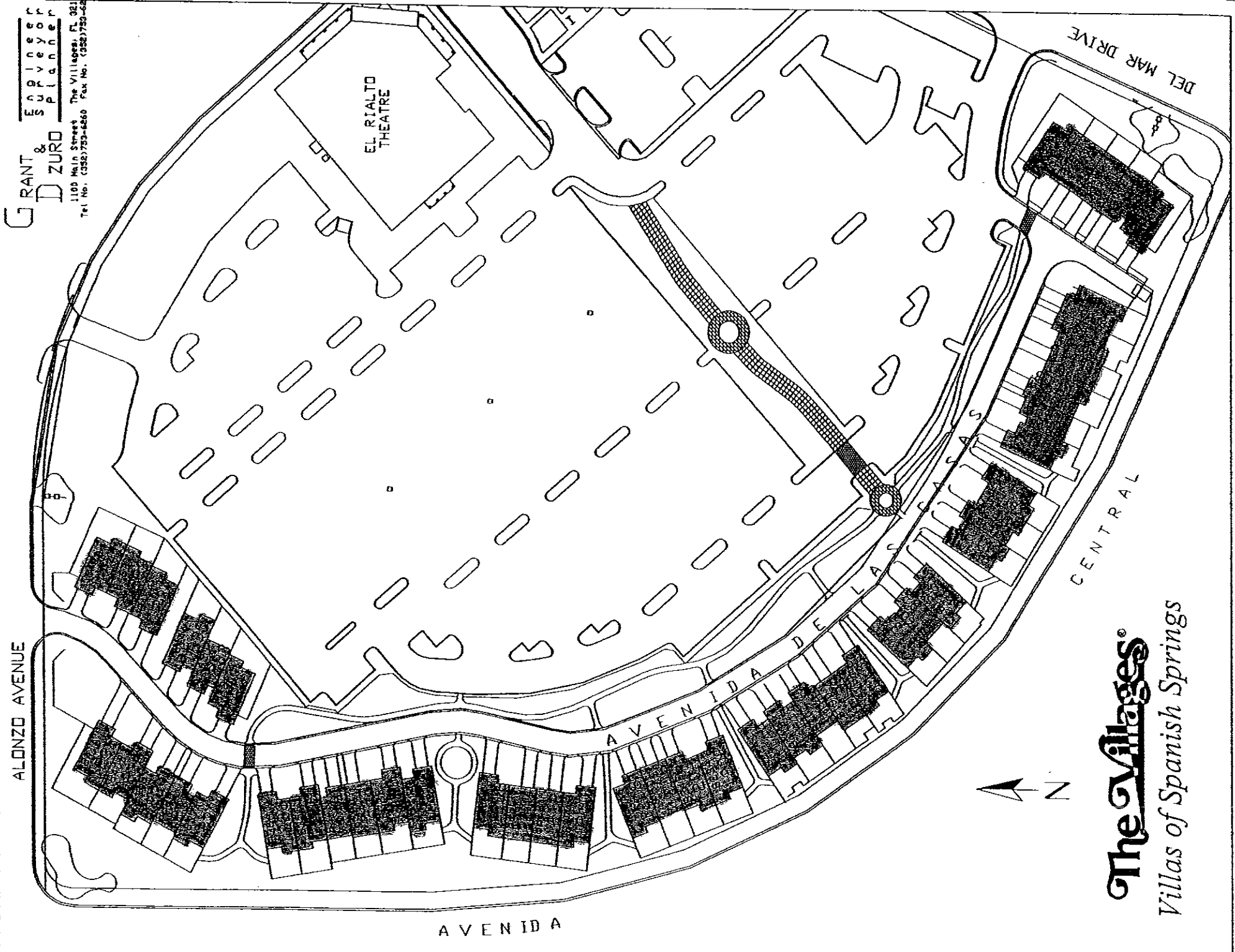
All invoices need to be forwarded to:

The Villages of Lake-Sumter, Inc  
 Commercial Property Management  
 3325 Wedgewood Lane  
 The Villages, FL 32162





**RANT & ZURO**  
ENGINEER  
SUPERVISOR  
PLANNER  
1100 Main Street The Villages, FL 321  
Tel. No. (352) 753-6260 Fax No. (352) 753-62



**The Villages®**  
Villas of Spanish Springs



The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159  
Phone: 352-259-0500  
Protecting Health, Food and Property

Villages Of Lake/summer  
1132 Avenida De Las  
Lady Lake, FL 32159  
H: W:  
Service Date: 6/25/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.massey-services.com

INVOICE AMOUNT	TAX	TOTAL	ADJUSTMENTS AMOUNT DUE
3510286	\$0.00	\$0.00	\$0.00

### INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites, DI = Drywood Termites, PPB = Powderpost Beetles  
WDF = Wood-decay Fungus, DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
included	WDF	Y	Y	Y	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-32/31-60/G6/130/ VILLAGES 100-32 9  
*no termite at this time.*

Current Svc(s): Termite

Last Service Date: 6/2/2005 Start Date: 6/27/1998 Conventional Annual Inspection

INSPECTED BY: *[Signature]* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: *6/28/06*



The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lake/summer  
1130 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/25/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

Account # 3150709  
Protecting Health, Food and Property

INVOICE	AMOUNT	TAX	TOTAL
3510251	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

### INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Basement	ST	Y	N	Y	

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LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
LOCATION:

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LOCATION:

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LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-33/31-60/G6/150/ VILLAGES 100-33 9 *See findings below good.*

Current Svc(s): Termite

Last Service Date: 6/6/2005 Start Date: 6/27/1998 Conventional Annual Inspection

INSPECTED BY: *John A. Seeger* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_





The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lake/summer  
1128 Avenida De Las  
Lady Lake, FL 32159

Service Date: 6/15/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

Account # 3150545  
Protecting Health, Food and Property

INVOICE	AMOUNT	TAX	TOTAL	ADJUSTMENTS	AMOUNT DUE
3619426	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
exterior siding	ST	no	no	no	

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LOCATION:

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LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE  
LOCATION:

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LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES P3-34/31-60/G6/163/ VILLAGES P3-34 9 Ground no termites at this time

Current Svc(s): Termite

Last Service Date: 6/9/2005 Start Date: 6/17/1998 Conventional Annual Inspection

INSPECTED BY: *[Signature]* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lakesumter  
1126 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/15/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com  
P 722

Account # 150645  
Property # 3592590500  
"Protecting Health, Food and Property"

INVOICE	AMOUNT	TAX	TOTAL
3519424	\$0.00	\$0.00	\$0.00

ADJUSTMENTS AMOUNT DUE
\$0.00

### INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
 ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-Decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
subject	ST	yes	yes	yes	

**TERMITE PREVENTION**  
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LOCATION:

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LOCATION:

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LOCATION:

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LOCATION:

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LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES P3-35/31-50/G6/169/ VILLAGES P3-35 9 *Found no problem at this time.*

Current Svc(s): Termite

Last Service Date: 6/9/2005

Start Date: 6/17/1998

Conventional Annual Inspection

INSPECTED BY: *[Signature]* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: *6/28/06*



The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159  
At 352-259-0500 Account # 3150647  
Protecting Health, Food and Property

Villages Of Lake/sunier  
1124 Avenida De Las  
Lady Lake, FL 32159  
H: W:  
Service Date: 6/15/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.massesservices.com  
P 724  
INVOICE AMOUNT \$0.00 TAX \$0.00 TOTAL \$0.00  
ADJUSTMENTS AMOUNT DUE \$0.00

### INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampproof Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Impress	ST	NO	NO	NO	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
LOCATION:

**ILLUOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES P3-36/31-60/G6/163/ VILLAGES P3-36 9 for termite of this time

Current Svc(s): Termite

Last Service Date: 6/9/2005 Start Date: 6/17/1998 Conventional Annual Inspection

INSPECTED BY: *[Signature]* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



# WOOD DESTROYING ORGANISM INSPECTION REPORT

Villages Of Lake/summer

Service Date: 6/11/2006

P 481

1122 Avenida De Las  
Lady Lake, FL 32159

Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

H: W:

The Villages Service Center  
506 Oak Meadows Ln.  
Lake, FL 32159  
Phone: 352-259-0500  
Protecting Health, Food and Property

INVOICE	AMOUNT	TAX	TOTAL
3519429	\$0.00	\$0.00	\$0.00
ADJUSTMENTS	AMOUNT DUE		
	\$0.00		\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
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Sub	ST	no	no	no	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
CAUTION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-37//31-60/G6/162/ VILLAGES 100-37 9 No termites found at this time.

Current Svc(s): Termite

Last Service Date: 6/9/2005 Start Date: 6/13/1998 Conventional Annual Inspection

INSPECTED BY: *[Signature]* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: 6/28/06



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lake/summer  
1120 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/11/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

Account # 3150839  
Protecting Health, Food and Property™

INVOICE	AMOUNT	TAX	TOTAL
3519428	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
 ST = Subterranean Termites  
 DT = Drywood Termites  
 PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus  
 DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Interior	ST	no	no	no	

### TERMITE PREVENTION

THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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LOCATION:

WOOD IN CONTACT WITH THE GROUND PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.

LOCATION:

INADEQUATE VENTILATION (CRAWL) CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE

CAUTION:

CELLULOSE MATERIAL/DEBRIS PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.

LOCATION:

MOISTURE CONDITIONS MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.

LOCATION:

### COMMENTS AND RECOMMENDATIONS

M/LLAGES 100-38/31-60/G6/164/ VILLAGES 100-38 9 No problems at this time.

Current Svc(s): Termite

Last Service Date: 6/9/2005

Start Date: 6/13/1998

Conventional Annual Inspection

INSPECTED BY: *John Berry*

PCID # 1028-6

PCID #

CUSTOMER SIGNATURE:

DATE:



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lake/summer  
1236 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/13/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservice.com

Account # 3150606  
ps at 352-259-0500  
"Protecting Health, Food and Property"

INVOICE	AMOUNT	TAX	TOTAL
3519447	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites  
DI = Drywood Termites  
PPB = Powderpost Beetles  
WDF = Wood-decay Fungus  
DW = Dampwood Termites

LOCATION	WDO CODE	EMERGENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside ST	NO				
inside ST	NO				

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
CAUTION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-7/31-50/66/176/ VILLAGES 100-7 9

No visible evidence of termites

Last Service Date: 6/9/2005 Start Date: 6/8/1998 Conventional Annual Inspection

INSPECTED BY: M. Spence PCID # CUSTOMER SIGNATURE: T. Nelson DATE: 6/28/06



# WOOD DESTROYING ORGANISM INSPECTION REPORT

P 828

The Villages Service Center  
606 Oak Meadows Ln.  
Lady Lake, FL 32159  
Phone: 352-259-0500  
Fax: 352-259-0500  
Website: www.masseyservice.com

Villages Of Lake/surmer  
1239 Avenida De Las  
Lady Lake, FL 32159  
H: WI

Service Date: 6/18/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservice.com

INVOICE	AMOUNT	TAX	TOTAL	ADJUSTMENTS	AMOUNT DUE
3519457	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WD Code Key: ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside	ST	NO		NO	
inside	ST	NO		NO	

**TERMITE PREVENTION**  
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LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
CAUTION:

**LEAVE LOOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-2/1/31-60/G/6/163/ VILLAGES 100-2 9

No visible evidence of termites

Last Service Date: 6/9/2006 Start Date: 6/20/1998 Conventional Annual Inspection

INSPECTED BY: *M. S. ...* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *Nelson* DATE: 6/28/6



The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Protecting Health, Food and Property

Villages Of Lake/summer  
1241 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/18/2006  
Customer Care Department: 1-888-2MA SSEY  
Visit our website at www.massey-services.com

INVOICE	AMOUNT	TAX	TOTAL
3519443	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

### INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
 ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside ST		NO		NO	
inside ST		NO		NO	

**TERMITE PREVENTION**

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LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.

LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.

LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.

LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.

LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-1/31-60/G6/163/ VILLAGES 100-1 9

Current Svc(s): Termite

*No visible evidence of termites*

Last Service Date: 6/9/2005 Start Date: 6/20/1998 Conventional Annual Inspection

INSPECTED BY: *M. Somerville* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *[Signature]* DATE: *6/28/06*





# PEST PREVENTION SERVICE REPORT

The Villages Service Center  
 606 Oak Meadows Ln.  
 Lady Lake, FL 32159  
 Call us at: 352-259-0500 Account # 5279376

Spanish Springs Villas  
 0 Avenida De Las Casas  
 Lady Lake, FL 32159  
 H: W:352.750-9455

Service Date: 6/28/2006 8:00:00 AM P 1  
 Customer Care Department: 1-888-2MASSEY  
 Visit our website at www.massey-services.com

INVOICE	AMOUNT	TAX	TOTAL
3548919	\$705.00	\$46.88	\$751.88

ADJUSTMENTS	AMOUNT DUE
\$751.88	\$0.00

### TODAY'S INSPECTION IDENTIFIED

- Plants touching the structure creating a bridge for pests to gain access to the structure. SOME UNITS
- Honeydew producing insects on plants creating a food source for foraging pests.
- More than a 2 inch depth of mulch applied to the ground around the structure, creating a conducive habitat for pests.
- Buildup of spider webs/wasp nests.
- Excessive moisture around the exterior of the structure.
- Window screens, door thresholds/sweeps or weather-stripping in need of repair.
- Structural cracks or gaps around window or door framing that could allow pest access into the structure.
- Openings around pipes, conduit or electrical wires allowing pests or rodents access to the structure.
- Uncovered garbage cans or pet food providing food and harborage for pests.
- Other: (see comments) 31-01/0

### PEST ACTIVITY FOUND TODAY

- Fire Ants SOME UNITS
  - Paper Wasps
  - Fleas
- Other Ants: \_\_\_\_\_
- Roaches: \_\_\_\_\_
- Spiders: \_\_\_\_\_
- Rats: \_\_\_\_\_
- Mice \_\_\_\_\_

### TODAY'S SERVICE INCLUDED

- Property Inspection
- Wasp Nest Removal
- Caulking Cracks / Gaps
- Gutter Cleaning
- Minor Pruning
- Treatment for Pests Outside
- Treatment for Pests Inside
- Screening Patching
- Debris Removal
- Thinning Back Mulch
- Rodent Proofing
- Other: (see comments)

### "Protecting Health, Food and Property"

Massey is committed to the health and safety of our customers and Team Members. All materials selected for use on your property have been registered for use in pest management by the United States Environmental Protection Agency and have satisfied our own test evaluations. To further promote safety, please comply with all instructions and recommendations.

### COMMENTS AND RECOMMENDATIONS

Do not do 1220 Avenida without homeowner being there

Spooled guy to exterior foundation of units.

Placed granular in shrubs, plant beds, & perimeter.

Applied fine ant hills where needed.

Found bugs to remove webs & wasps

Seasonal Focus: nests, more needed.

Last Service Date: 5/24/2006 Start Date: 12/2/2003

Current Svc(s): Pest

Material	Unit	Target Pest	Site	Material	Unit	Target Pest	Site
77	1220	Acids	Per				
80	40	Acids	Per				

*Thank you!*

Apv/Condo Pest Prevention Technician Ken Beltz DATE 6/29/06 POID # 13846 CUSTOMER SIGNATURE: Kristen Noles



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lake/summer  
1140 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 8/2/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

At 353-259-0500 Account # 3150580  
Protecting Health, Food and Property

INVOICE	AMOUNT	TAX	TOTAL
3510296	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPG = Powderpost Beetles  
MDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Interior	ST	no	no	no	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-28/31-60/G6/162/ VILLAGES 100-28 9  
*Found no signs of termites at this time.*

Current Svcs(s): Termite

Last Service Date: 6/6/2005

Start Date: 6/4/1998

Conventional Annual Inspection

INSPECTED BY: *John De Sings*

PCID #

CUSTOMER SIGNATURE:

DATE: *8/2/06*



The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Account # 3150605  
at: 352-259-0500  
Protecting Health, Food and Property

Villages Of Lake/summer  
1234 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/13/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

INVOICE	AMOUNT	TAX	TOTAL	ADJUSTMENTS	AMOUNT DUE
3519419	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside	ST	NO		NO	
inside	ST	NO		NO	

**TERMITE PREVENTION**  
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LOCATION:

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LOCATION:

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LOCATION:

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LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-9/131-60/G6/146/ VILLAGES 100-9-9

*No visible evidence of termites*

Current Svc(s): Termite  
Last Service Date: 6/9/2005 Start Date: 6/8/1998 Conventional Annual Inspection

INSPECTED BY: *M. S. ...* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *A. Nelson* DATE: *6/28/06*



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
 606 Oak Meadows Ln.  
 Lady Lake, FL 32159  
 Phone: 352-259-0500 Account # 3150783  
 "Protecting Health, Food and Property"

Villages Of Lake/sunier  
 1235 Avenida De Las  
 Lady Lake, FL 32159  
 HI, WI

Service Date: 7/8/2006  
 Customer Care Department: 1-888-2MASSEY  
 Visit our website at www.massayservices.com

INVOICE	AMOUNT	TAX	TOTAL
3748022	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

**INSPECTION** The following wood-destroying organisms were found during today's inspection of your property:

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside	ST	NO		NO	
inside	ST	NO		NO	

**TERMITE PREVENTION**  
 THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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**WOOD IN CONTACT WITH THE GROUND PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.**

**INADEQUATE VENTILATION (CRAWL) CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.**

**CELLULOSE MATERIAL/DEBRIS PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.**

**MOISTURE CONDITIONS IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.**

**COMMENTS AND RECOMMENDATIONS**

VILLAGES 100-4/31-50/GS170/ VILLAGES 100-4-9

Current Svc(s): Termite

Last Service Date: 8/25/2005 Start Date: 7/10/1998 Conventional Annual Inspection

INSPECTED BY: *M Sprungholtz* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *Nelso* DATE: 6/28/06



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lake/summer  
1236 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/13/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

Protecting Health, Food and Property"

INVOICE	AMOUNT	TAX	TOTAL	ADJUSTMENTS	AMOUNT DUE
3519449	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside	ST	NB		NB	
inside	ST	NB		NB	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
CAUTION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-8/31-60/66/176/ VILLAGES 100-8 9

Current Svc(s): Termite  
No visible evidence of termites

Last Service Date: 6/9/2005 Start Date: 6/8/1998 Conventional Annual Inspection

INSPECTED BY: M. Sperry PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: [Signature] DATE: 6/28/06



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159  
Phone: 352-259-0500  
Protecting Health, Food and Property

Villages Of Lake/summer  
1237 Avenida De Las Casas  
Lady Lake, FL 32159  
H: W:  
INVOICE AMOUNT TAX TOTAL  
3519445 \$0.00 \$0.00 \$0.00

Service Date: 6/18/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com  
ADJUSTMENTS AMOUNT DUE  
\$0.00 \$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside ST		NO		NO	
inside ST		NO		NO	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
CAUTION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-3//31-60/G6/163/ VILLAGES 100-3 9

*No visible evidence of termites*

Current Svc(s): Termite  
Last Service Date: 6/9/2005 Start Date: 6/20/1998 Conventional Annual Inspection

INSPECTED BY: *M. Sprung* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *J. Nelson* DATE: *6/28/06*



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159  
C 352-259-0900  
Protecting Health, Food and Property

Villages Of Lake/summer  
1228 Avenida De Las  
Lady Lake, FL 32159  
H: W:  
INVOICE AMOUNT TAX TOTAL  
3510256 \$0.00 \$0.00 \$0.00

Service Date: 6/18/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com  
ADJUSTMENTS AMOUNT DUE  
\$0.00 \$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside ST					
inside ST					

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

EXTERIOR SIDING BELOW GRADE PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.

WOOD IN CONTACT WITH THE GROUND PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOL.

INADEQUATE VENTILATION (CRAWL) CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.

CELLULOSE MATERIAL/DEBRIS PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.

MOISTURE CONDITIONS MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-12/31-60/66/163/ VILLAGES 100-12 9

No visible evidence of termites

Current Svc(s): Termite  
Last Service Date: 6/6/2005 Start Date: 6/20/1998 Conventional Annual Inspection

INSPECTED BY: M Somerville PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: K Wilson DATE: 6/28/06



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lake/sunier  
1230 Avenida De Las  
Lady Lake, FL 32159  
HI, WI:

Service Date: 6/13/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

Protecting Health, Profit and Property

INVOICE	AMOUNT	TAX	TOTAL
3510291	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key: ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside ST		NO		NO	
inside ST		NO		NO	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
CAUTION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

## COMMENTS AND RECOMMENDATIONS

VILLAGES 100-11//31-60/G6/176/ VILLAGES 100-11 9

No visible evidence of termites

Last Service Date: 6/6/2005 Start Date: 6/8/1998 Conventional Annual Inspection

INSPECTED BY: *M. Sommariva* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *Judy Nelson* DATE: 6/28/06





# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lake/summer  
1231 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 7/8/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

Account # 3150785  
Phone at: 352-259-0500  
"Protecting Health, Food and Property"

INVOICE	AMOUNT	TAX	TOTAL	ADJUSTMENTS	AMOUNT DUE
3747890	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**INSPECTION** The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside	ST	NO		NO	
outside	ST	NO		NO	
outside	ST	NO		NO	

**TERMITE PREVENTION**

THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.

LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.

LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.

LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.

LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.

LOCATION:

**COMMENTS AND RECOMMENDATIONS**

VILLAGES 100-6/31-60/66/170/ VILLAGES 100-6-9

Current Svc(s): Termite

Last Service Date: 8/25/2005 Start Date: 7/10/1998 Conventional Annual Inspection

INSPECTED BY: *M. Sperry* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *W. Nelson* DATE: 6/28/6



Villages Of Lake/sumter  
1232 Avenida De Las  
Lady Lake, FL 32159  
H: W/

Service Date: 6/13/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159  
Phone at 352-259-0500 Account # 315061  
"Protecting Health, Food and Property"

INVOICE	AMOUNT	TAX	TOTAL
3519425	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

### INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside	ST	NO		NO	
inside	ST	NO		NO	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-10/31-60/GS/152/ VILLAGES 100-10 9

Current Svc(s): Termite  
*No visible evidence of termites*

Last Service Date: 6/9/2005

Start Date: 6/8/1998

Conventional Annual Inspection

INSPECTED BY:

*W Spunnpfeil PCID #*

CUSTOMER SIGNATURE: *W Spunnpfeil*

DATE: *6/28/06*



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159  
Phone: 352-259-0900 Account # 3150784  
Protecting Health, Food and Property

Villages Of Lakes/summer  
1233 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 7/8/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

INVOICE	AMOUNT	TAX	TOTAL	ADJUSTMENTS	AMOUNT DUE
3748004	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
 ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside ST		NO		NO	
inside ST		NO		NO	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

EXTERIOR SIDING BELOW GRADE PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
LOCATION:

WOOD IN CONTACT WITH THE GROUND PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

INADEQUATE VENTILATION (CRAWL) CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE  
LOCATION:

CELLULOSE MATERIAL/DEBRIS PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

MOISTURE CONDITIONS MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-5/31-60/66/132 VILLAGES 100-5 9

No visible evidence of termites

Last Service Date: 8/25/2005 Start Date: 7/10/1998 Conventional Annual Inspection

INSPECTED BY: *[Signature]* PCID # *[Signature]* CUSTOMER SIGNATURE: *[Signature]* DATE: 6/28/06



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159  
Phone: 352-259-0500  
Protecting Health, Food and Property

Villages Of Lakes/Summer  
1218 Avenida De Las  
Lady Lake, FL 32159  
H: W:  
Service Date: 6/18/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com  
INVOICE 3510274 AMOUNT \$0.00 TAX \$0.00 TOTAL \$0.00  
ADJUSTMENTS AMOUNT DUE \$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

WDO Code Key

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside	ST	NO		NO	
inside	ST	NO		NO	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-17//31-60/G6/163/ VILLAGES 100-17 9

No visible evidence of termites.

Current Svc(s): Termite

Last Service Date: 6/6/2005 Start Date: 6/20/1998 Conventional Annual Inspection

INSPECTED BY: M. Szymanski PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: [Signature] DATE: 6/28/06



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Phone: 352-299-0990 Account # 3150668  
"Protecting Health, Food and Property"

Villages Of Lake/summer  
1220 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/18/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

INVOICE #	AMOUNT	TAX	TOTAL
3510273	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside ST	NO				
inside ST	NO				

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SPRING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-16/31-60/66/162 VILLAGES 100-16 9

No visible evidence of termites

Current Svc(s): Termite

Last Service Date: 6/6/2005

Start Date: 6/20/1998

Conventional Annual Inspection

INSPECTED BY:

M. Gammery

PCID #

CUSTOMER SIGNATURE:

J. Nelson

DATE: 6/28/06



The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159  
Protecting Health, Wealth and Property

Villages Of Lakes/summer  
1222 Avenida De Las  
Lady Lake, FL 32159  
H: WI:

Service Date: 6/18/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

INVOICE	AMOUNT	TAX	TOTAL
3510268	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

### INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside ST		NO		NO	
inside ST		NO		NO	

### TERMITE PREVENTION

THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

EXTERIOR SIDING BELOW GRADE PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.

WOOD IN CONTACT WITH THE GROUND PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.

INADEQUATE VENTILATION (CRAWL) CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.

CELLULOSE MATERIAL/DEBRIS PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.

MOISTURE CONDITIONS MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-15/31-60/G/6/14/ VILLAGES 100-15 9

No visible evidence of termites

Current Syst(s): Termite

Last Service Date: 6/16/2005 Start Date: 6/20/1998 Conventional Annual Inspection

INSPECTED BY: M Sprunckel PCID # CUSTOMER SIGNATURE: K Nelson DATE: 6/28/06



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
 606 Oak Meadows Ln.  
 Lake, FL 32159  
 Phone: 352.259.9500  
 Fax: 352.259.9500  
 Account # 3150899  
 "Protecting Health, Food and Property"

Villages Of Lake/summer  
 1224 Avenida De Las  
 Lady Lake, FL 32159  
 H: W:  
 Service Date: 6/18/2006  
 Customer Care Department: 1-888-2MASSEY  
 Visit our website at www.masseyservices.com  
 P 823

INVOICE	AMOUNT	TAX	TOTAL	ADJUSTMENTS	AMOUNT DUE
3510288	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property:

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Outside	ST	NO		NO	
Inside	ST	NO		NO	

**TERMITE PREVENTION**  
 THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
 LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
 LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
 LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
 LOCATION:

**MOISTURE CONDITIONS** IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
 LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-14/31-60/66/163/ VILLAGES 100-14 9

*No visible evidence of termites*

Last Service Date: 6/6/2005 Start Date: 6/20/998  
 Current Svc(s): Termite Conventional Annual Inspection

INSPECTED BY: *M. Sperry* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *R. Nelson* DATE: *6/18/06*



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159  
C. P. Robertson, PBA, Inc. P.O. Box #3150866 Property"

Villages Of Lakes/summer  
1226 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/18/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

INVOICE	AMOUNT	TAX	TOTAL	ADJUSTMENTS	AMOUNT DUE
3570303	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**INSPECTION** The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside	ST	NB		NB	
inside	ST	NB		NB	

**TERMITE PREVENTION** THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
CAUTION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-13/31-60/G6/139/ VILLAGES 100-13 9

No visible evidence of termites

Current Svc(s): Termite  
Last Service Date: 6/18/2005 Start Date: 6/20/1998 Conventional Annual Inspection

INSPECTED BY: M. Sperry PCID # [Signature] DATE: 6/28/06





The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159  
Phone: 352-259-0500 Account # 3150799  
"Protecting Health, Food and Property"

Villages Of Lake/summer  
1214 Avenida De Las  
Lady Lake, FL 32159  
HI: W:  
Service Date: 7/12/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com  
INVOICE AMOUNT \$0.00 TAX \$0.00 TOTAL \$0.00  
ADJUSTMENTS AMOUNT DUE \$0.00

**INSPECTION** The following wood-destroying organisms were found during today's inspection of your property.

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside	ST	NO		NO	
inside	ST	NO		NO	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
CAUTION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

**COMMENTS AND RECOMMENDATIONS**

VILLAGES 100-19/31-60/G/6/152 VILLAGES 100-19 9  
*No visible evidence of termites*

Current Svc(s): Termite  
Last Service Date: 8/25/2005 Start Date: 7/14/1998 Conventional Annual Inspection

INSPECTED BY: *W Sommerfeldt* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *Nelson* DATE: *6/28/06*



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159  
Phone: 352-259-0500 Account # 3150800

**"Protecting Health, Food and Property"**

Villages Of Lake/summer  
1216 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 7/12/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at [www.masseyervices.com](http://www.masseyervices.com)

INVOICE	AMOUNT	TAX	TOTAL	ADJUSTMENTS	AMOUNT DUE
3747985	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
 ST = Subterranean Termites  
 DT = Drywood Termites  
 PPB = Powderpost Beetles  
 WDF = Wood-Decay Fungus  
 DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside	ST	NO		NO	
inside	ST	NO		NO	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-18/31-60/G6/152/ VILLAGES 100-18 9

Current Svc(s): Termite  
No visible evidence of termites

Last Service Date: 8/25/2005 Start Date: 7/14/1998 Conventional Annual Inspection

INSPECTED BY: *W. Sommy* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *W. Sommy* DATE: 7/25/06



The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159  
Phone at: 352-259-0500 Account # 3150752  
"Protecting Health, Food and Property"

Villages Of Lakesumter  
1208 Avenida De Las  
Lady Lake, FL 32159  
H: W:  
Service Date: 7/7/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com  
INVOICE AMOUNT \$0.00 TAX \$0.00 TOTAL \$0.00  
ADJUSTMENTS AMOUNT DUE \$0.00

**INSPECTION** The following wood-destroying organisms were found during today's inspection of your property.

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside ST	ND				
outside ST	ND				
inside ST	ND				

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

**COMMENTS AND RECOMMENDATIONS**

VILLAGES 100-22/31-60/G6/184/ VILLAGES 100-22 9  
No visible evidence of termites

Current Svc(s): Termite  
Last Service Date: 8/25/2005 Start Date: 7/2/1998 Conventional Annual Inspection

INSPECTED BY: *M. Spurny* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *R. Wells* DATE: 6/28/06



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Phone: 352-259-0500 Account # 3150798  
"Protecting Health, Food and Property"

Villages Of Lake/sumter  
1210 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 7/12/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

INVOICE	AMOUNT	TAX	TOTAL	ADJUSTMENTS	AMOUNT DUE
3747993	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property:

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside ST		NO		NO	
inside ST		NO		NO	

**TERMITE PREVENTION**

**THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.**

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.

LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.

LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.

LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.

LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.

LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-21/31-60/68/174/ VILLAGES 100-21 9

Current Svc(s): Termite

Last Service Date: 8/25/2005 Start Date: 7/14/1998 Conventional Annual Inspection

INSPECTED BY: *M. Spence* PCID # \_\_\_\_\_ DATE: 6/28/06

CUSTOMER SIGNATURE: *[Signature]*



The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Phone: 352-259-0500 Account # 3150803  
"Protecting Health, Food and Property"

Villages Of Lakesummer  
1212 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 7/12/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com  
P 550

INVOICE	AMOUNT	TAX	TOTAL
3748011	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

### INSPECTION

The following wood-destroying organisms were found during today's inspection of your property:

WDO Code Key  
ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Outside ST	NO			NO	
Inside ST	NO			NO	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-20/31-60/G8/15Z VILLAGES 100-20 9

*No visible evidence of termites*

Current Svc(s): Termite

Last Service Date: 8/25/2005

Start Date: 7/14/1998

Conventional Annual Inspection

INSPECTED BY: *W. G. ...* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *W. G. ...* DATE: *6/28/06*



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lake/summer  
1206 Avenida De Las  
Lady Lake, FL 32159  
Hi: W:

Service Date: 7/7/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservice.com

Account # 3150753  
Phone at: 352-259-0500  
**"Protecting Health, Food and Property"**

INVOICE	AMOUNT	TAX	TOTAL
3748030	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
\$0.00	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
 ST = Subterranean Termites DI = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampproof Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside ST	NO				
outside ST	NO				
outside ST	NO				

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-23/31-60/66/68/ VILLAGES 100-23 9

*No visible evidence of termites*

Current Svc(s): Termite

Last Service Date: 8/25/2005 Start Date: 7/21/998 Conventional Annual Inspection

INSPECTED BY: *M. G. ...* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *William ...* DATE: *6/28/06*



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
 606 Oak Meadows Ln.  
 Lake, FL 32159  
 Phone: 352-259-8500  
 Fax: 352-259-8500  
 "Protecting Health, Food and Property"

Villages Of Lake/sunter  
 1142 Avenida De Las  
 Lady Lake, FL 32159  
 H: W:

Service Date: 6/2/2006  
 Customer Care Department: 1-888-2MASSEY  
 Visit our website at [www.masseyservices.com](http://www.masseyservices.com)

INVOICE	AMOUNT	TAX	TOTAL
3510302	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside	ST	NO		NO	
inside	ST	NO		NO	

**TERMITE PREVENTION**  
 THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.

**MOISTURE CONDITIONS** IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-271131-60/G6/170/ VILLAGES 100-27 9

*No visible evidence of termites*

Current Svc(s): Termite

Last Service Date: 6/6/2005 Start Date: 6/4/1998 Conventional Annual Inspection

INSPECTED BY: *M. Service Tech* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *R. Nelson* DATE: *6/28/06*



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Account # 3150988  
\$ at 352-259-0500  
"Protecting Health, Food and Property"

Villages Of Lake/summer  
1144 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/2/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

INVOICE	AMOUNT	TAX	TOTAL
3510300	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00
	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key:  
 ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside	ST	NO		NO	
inside	ST	NO		NO	

**TERMITE PREVENTION**  
 THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
 LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
 LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
 LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
 LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
 LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-26/31-60/36/162 VILLAGES 100-26 9

*No visible evidence of termites*

Current Svc(s): Termite

Last Service Date: 6/6/2005 Start Date: 6/4/1998 Conventional Annual Inspection

INSPECTED BY: *M. S. ...* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *S. ...* DATE: *6/28/06*





# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
 606 Oak Meadows Ln.  
 Lake, FL 32159  
 Phone: 352-259-0500 Account # 3150739  
 "Protecting Health, Food and Property"

Villages Of Lake/summer  
 1204 Avenida De Las  
 Lady Lake, FL 32159  
 H: W:  
 Service Date: 7/7/2006  
 Customer Care Department: 1-888-2MASSEY  
 Visit our website at www.masseyservices.com

INVOICE AMOUNT	\$0.00	TAX	\$0.00	TOTAL	\$0.00
ADJUSTMENTS	\$0.00	AMOUNT DUE	\$0.00		

**INSPECTION** The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Outside	ST	N/D		N/D	
Inside	ST	N/D		N/D	

**TERMITE PREVENTION** THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
 LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
 LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
 CAUTION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
 LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
 LOCATION:

**COMMENTS AND RECOMMENDATIONS**  
 VILLAGES 100-24/31-60/G6/164/ VILLAGES 100-24 9

*No visible evidence of termites*

Current Svc(s): Termite  
 Last Service Date: 8/25/2005 Start Date: 7/2/1998 Conventional Annual Inspection

INSPECTED BY: *M. Gorman* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *[Signature]* DATE: *6/28/06*



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
 606 Oak Meadows Ln.  
 Lake, FL 32159  
 Phone: 352-259-0500  
 Account # 3150738  
**Protecting Health, Food and Property™**

Villages Of Lakes/sumter  
 1202 Avenida De Las  
 Lady Lake, FL 32159  
 H: W:  
 Service Date: 7/6/2006  
 Customer Care Department: 1-888-2MASSEY  
 Visit our website at www.massey-services.com  
 P 273

INVOICE	AMOUNT	TAX	TOTAL
3745024	\$0.00	\$0.00	\$0.00

ADJUSTMENT'S	AMOUNT DUE
	\$0.00

**INSPECTION** The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside ST		NO		NO	
inside ST		NO		NO	

**TERMITE PREVENTION**  
 THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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 LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
 LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
 LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
 LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
 LOCATION:

**COMMENTS AND RECOMMENDATIONS**  
 VILLAGES 100-25/31-60/66/164/ VILLAGES 100-25 9

*No visible evidence of termites*

Current Svc(s): Termite  
 Last Service Date: 8/25/2005 Start Date: 7/1/1998 Conventional Annual Inspection

Inspected By: *M. S. [Signature]* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *Rusty [Signature]* DATE: *6/28/06*



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
 605 Oak Meadows Ln,  
 Lake, FL 32159  
 Phone: 352-259-0500  
 Account # 3150554  
**"Protecting Health, Food and Property"**

Villages Of Lake/summer  
 1106 Avenida De Las  
 Lady Lake, FL 32159  
 H: W:  
 Service Date: 6/6/2006  
 Customer Care Department: 1-888-2MASSEY  
 Visit our website at www.massey-services.com

INVOICE	AMOUNT	TAX	TOTAL	ADJUSTMENTS	AMOUNT DUE
3519444	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property:

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Indo/out	ST	no	no	no	

**TERMITE PREVENTION**  
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 LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
 LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
 LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
 LOCATION:

**MOISTURE CONDITIONS** IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
 LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-45/31-60/G6/98/ VILLAGES 100-45 9 *No termites at this time.*

Current Svc(s): Termite  
 Last Service Date: 6/9/2005 Start Date: 6/1/1998 Conventional Annual Inspection

INSPECTED BY: *[Signature]* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lake/sunier  
1104 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/6/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

1701252259-0500 Pub# 21505553  
"Protecting Health, People & Property"

INVOICE	AMOUNT	TAX	TOTAL
3519458	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampproof Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Back Side	ST	NO	NO	NO	

**TERMITE PREVENTION**  
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LOCATION:

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LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
CAUTION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

## COMMENTS AND RECOMMENDATIONS

VILLAGES 100-46/31-60/66/189/ VILLAGES 100-46 TEST 9

Current Svc(s): Termita

Last Service Date: 6/9/2005 Start Date: 6/1/1998 Conventional Annual Inspection

INSPECTED BY: John St. Joseph PCID # CUSTOMER SIGNATURE X DATE: 6-28-06



# WOOD DESTROYING ORGANISM INSPECTION REPORT

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The Villages Service Center  
604 Oak Meadows Ln.  
Lake, FL 32159

Account # 3150555  
Protecting Health, Food and Property

Villages Of Lake/summer  
1102 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/6/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.massey-services.com

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INVOICE	AMOUNT	TAX	TOTAL	ADJUSTMENT'S AMOUNT DUE
3519442	\$0.00	\$0.00	\$0.00	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampwood Termites

WDO Code Key

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Int/out	ST	no	no	no	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
LOCATION:

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LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100 47/31-60/G6/162/ VILLAGES 100 47 99a problems at this time.

Current Svc(s): Termite

Last Service Date: 6/9/2005 Start Date: 6/1/1998 Conventional Annual Inspection

INSPECTED BY: John Sepp PCID # \_\_\_\_\_ DATE: \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
 606 Oak Meadows Ln.  
 Lady Lake, FL 32159  
 Call us at: 352-259-0500 Account # 5292702  
**"Protecting Health, Food and Property"**

Stanley Stambaugh  
 1952 Somerset Ave  
 The Villages, FL 32162  
 HI: W:

Service Date: 7/19/2006  
 Customer Care Department: 1-888-2MASSEY  
 Visit our website at [www.masseyservices.com](http://www.masseyservices.com)

INVOICE	AMOUNT	TAX	TOTAL
3684259	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
\$0.00	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Attic	ST	N	N	N	

**TERMITE PREVENTION**

**THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.**

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**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.

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## COMMENTS AND RECOMMENDATIONS

Villages/70-434 Cichele/031-60/19/07 70-434 Cichele *Call 259-0500 for the initial inspection*

Current Svc(s): Termite

Last Service Date: 8/4/2005 Start Date: 7/20/2004 Conventional Annual Inspection

INSPECTED BY: *[Signature]* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



The Villages Service Center  
606 Oak Meadows Ln.  
Lady Lake, FL 32159  
Call us at 352-259-0500  
Account # 529342  
Protecting Health, Food and Property

Lucille Lyons  
1982 Somerset Ave  
The Villages, FL 32162  
H: 352 750-1791 W:

Service Date: 7/27/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masservices.com

INVOICE	AMOUNT	TAX	TOTAL	ADJUSTMENTS	AMOUNT DUE
3692090	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
 ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside	st	no	no	no	

**TERMITE PREVENTION**

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### COMMENTS AND RECOMMENDATIONS

Millages/70-439 West/31-601/9/01/70-439 West. Call 259-0500 for the inside inspection

Current Svc(s): Lawn, Pest, Termite  
 Last Service Date: 8/8/2005 Start Date: 7/28/2004 Conventional Annual Inspection

INSPECTED BY: John Sheeps 6-28-06 PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
 606 Oak Meadows Ln.  
 Lady Lake, FL 32159  
 Call **Protecting Health, Food and Property**

Thomas Ring  
 1726 Winthrop Terr  
 The Villages, FL 32162  
 H:352.751-7160 W:

Service Date: 7/24/2006  
 Customer Care Department: 1-888-2MASSEY  
 Visit our website at [www.massey-services.com](http://www.massey-services.com)  
 P 1049

INVOICE AMOUNT	\$0.00	TAX	\$0.00	TOTAL	\$0.00
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ADJUSTMENTS AMOUNT DUE	\$0.00
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## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
 ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Back Side	ST	NO	NO	NO	

**TERMITE PREVENTION**  
 THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

**EXTERIOR SIDING BELOW GRADE** PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
 LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
 LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
 LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
 LOCATION:

**MOISTURE CONDITIONS** IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
 LOCATION:

### COMMENTS AND RECOMMENDATIONS

Milleges/71-103 Hess/31-60/A/10/21/21 71-103 Hess/31-60/859-D500 for the inside moisture test

Current Svcs(s): Lawn, Pest, Termite

Last Service Date: 7/26/2005 Start Date: 7/25/2004 Conventional Annual Inspection

INSPECTED BY: John A. Boers PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: X DATE: 6-28-06





# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lake/sunier  
1118 Avenida De Las  
Lady Lake, FL 32159  
Hi W:

Service Date: 6/11/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.massey-services.com  
P 484

Account # 3150628  
Protecting Health, Food and Property

INVOICE	AMOUNT	TAX	TOTAL	ADJUSTMENTS	AMOUNT DUE
3519455	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property:

WDO Code Key:  
 ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
1st floor	ST	N	N	N	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

EXTERIOR SIDING BELOW GRADE PROVIDES A HIDDEN AVENUE OF ACCESS FOR SUBTERRANEAN TERMITES WHICH PREVENTS TIMELY IDENTIFICATION OF A POSSIBLE INFESTATION AND CAN ALLOW MOISTURE INTO THE WALLS.  
LOCATION:

WOOD IN CONTACT WITH THE GROUND PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

INADEQUATE VENTILATION (CRAWL) CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
LOCATION:

CELLULOSE MATERIAL/DEBRIS PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

MOISTURE CONDITIONS MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-39/31-60/G6/31/ VILLAGES 100-39 9 To provide at the time.

Current Svc(s): Termite

Last Service Date: 6/2/2005 Start Date: 6/13/1998 Conventional Annual Inspection

INSPECTED BY: *[Signature]* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: *[Signature]* DATE: 6/28/06



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lake/sumter  
1116 Avenida De Las  
Lady Lake, FL 32159  
HI: WI:

Service Date: 6/11/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.massey-services.com

Account # 31506932  
Phone #: 352-259-0500  
"Protecting Health, Food and Property"

INVOICE #	AMOUNT	TAX	TOTAL
3519441	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
 ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampproof Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outside	ST	NO	NO	NO	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
CAUTION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-40/31-60/G6/150 VILLAGES 100-40 9  
*Everything looks good.*

Current Svc(s): Termite

Last Service Date: 6/9/2005 Start Date: 6/13/1998 Conventional Annual Inspection

INSPECTED BY: *Michael S. ...* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln,  
Lake, FL 32159  
Phone: 352-256-0500

Villages Of Lake/summer  
1114 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/1/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

Account # 3150693  
Phone: 352-256-0500  
"Protecting Health, Food and Property"

INVOICE	AMOUNT	TAX	TOTAL
3519460	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
 ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampproof Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
outdoor	ST	no	no	no	

**TERMITE PREVENTION**  
 THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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 LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
 LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
 LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
 LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
 LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-41/31-60/36/176/ VILLAGES 100-41 9 *No termite activity*

Current Svc(s): Termite

Last Service Date: 6/1/2005 Start Date: 6/1/3/1998 Conventional Annual Inspection

INSPECTED BY: *[Signature]* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE *[Signature]* DATE *6/23/06*



# WOOD DESTROYING ORGANISM INSPECTION REPORT

P 482

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159  
Phone: 352-259-0500  
**Protecting Health, Podd and Property**

Villages Of Lake/sunier  
1112 Avenida De Las  
Lady Lake, FL 32159  
H: W:  
INVOICE AMOUNT TAX TOTAL  
\$319440 \$0.00 \$0.00

Service Date: 6/11/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com  
ADJUSTMENTS AMOUNT DUE  
\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
inland	ST	NO	NO	NO	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.

LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.

CAUTION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.

LOCATION:

**MOISTURE CONDITIONS** IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOW'S TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.

LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-42//31-60/G6/176/ VILLAGES 100-42 9 *found no problems at this time*

Current Cycle(s): Termite

Last Service Date: 6/9/2005 Start Date: 6/13/1998 Conventional Annual Inspection

INSPECTED BY: *John Stanger 6/28/06* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
696-Oak Meadows Ln.  
Lake, FL 32159

Account # 3150552  
\$ at 352-259-0500  
"Protecting Health, Food and Property"

INVOICE	AMOUNT	TAX	TOTAL
3519432	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

Villages Of Lake/summer  
1110 Avenida De Las  
Lady Lake, FL 32159  
HI, WI:

Service Date: 6/6/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.massey-services.com

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
ST = Subterranean Termites, DT = Drywood Termites, PPB = Powderpost Beetles  
WDF = Wood-decay Fungus, DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Basement	ST	Y	Y	Y	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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LOCATION:

WOOD IN CONTACT WITH THE GROUND PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

INADEQUATE VENTILATION (CRAWL) CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
LOCATION:

CELLULOSE MATERIAL/DEBRIS PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

MOISTURE CONDITIONS IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-43/31-60/66/112/ VILLAGES 100-43 9  
*Everything looks to be in order*

Current Svc(s): Termite

Last Service Date: 6/9/2005 Start Date: 6/1/1998 Conventional Annual Inspection

INSPECTED BY: *John Deery* 6886 PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
605 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lake/summer  
1108 Avenida De Las  
Lady Lake, FL 32159  
Hi: W/

Service Date: 6/6/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at [www.masseyservices.com](http://www.masseyservices.com)

Account # 3150553  
Protecting Health, Food and Property

INVOICE	AMOUNT	TAX	TOTAL
3519433	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
\$0.00	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key  
 ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
 WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
out side	ST	no	no	no	

**TERMITE PREVENTION**  
 THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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 LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITES ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
 LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
 LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
 LOCATION:

**MOISTURE CONDITIONS** IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
 LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100 44/31-60/66/85/ VILLAGES 100 44 9 Everything looks good.

Current Svc(s): Termite

Last Service Date: 6/6/2005 Start Date: 6/1/1998 Conventional Annual Inspection

INSPECTED BY: *[Signature]* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159  
C. "Protecting Health, Food and Property"

Villages Of Lake/sunier  
1138 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/2/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.massysservices.com

INVOICE	AMOUNT	TAX	TOTAL
3510278	\$0.00	\$0.00	\$0.00

ADJUSTMENTS	AMOUNT DUE
	\$0.00

## INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

WDO CODE

EVIDENCE FOUND Y/N

LIVE INSECTS FOUND Y/N

DAMAGE FOUND Y/N

DESCRIPTION

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Imp post	ST	NA	NA	NA	

### TERMITE PREVENTION

THE CONDITIONS IDENTIFIED BELOW ARE CONDUCIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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LOCATION:

WOOD IN CONTACT WITH THE GROUND PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.

LOCATION:

INADEQUATE VENTILATION (CRAWL) CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.

CAUTION:

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LOCATION:

MOISTURE CONDITIONS MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.

LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-29//31-60/G6/152 VILLAGES 100-29 9 No termites at this time.

Current Svc(s): Termite

Last Service Date: 6/6/2005

Start Date: 6/4/1998

Conventional Annual Inspection

INSPECTED BY: John St. Joseph

PCID #

CUSTOMER SIGNATURE:

DATE: 6/28/06



The Villages Service Center  
606 Oak Meadows Ln.  
Lady Lake, FL 32159  
Phone: 352-259-0500  
Protecting Health, Food and Property

Villages Of Lakes/utmer  
1136 Avenida De Las  
Lady Lake, FL 32159  
Hi. W:  
Service Date: 6/2/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com  
INVOICE AMOUNT \$0.00 TAX \$0.00 TOTAL \$0.00  
ADJUSTMENTS AMOUNT DUE \$0.00

### INSPECTION

The following wood-destroying organisms were found during today's inspection of your property.

WDO Code Key:  
ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
immediate ST	ST	Y	Y	Y	

**TERMITE PREVENTION**  
THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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LOCATION:

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LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-30/31-60/G6/176/ VILLAGES 100-30 9 - *As shown on the site*

Current Svc(s): Termite

Last Service Date: 6/2/2005 Start Date: 6/4/1998 Conventional Annual Inspection

INSPECTED BY: *[Signature]* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: *6/2/06*





# WOOD DESTROYING ORGANISM INSPECTION REPORT

The Villages Service Center  
606 Oak Meadows Ln.  
Lake, FL 32159

Villages Of Lakes/summer  
1134 Avenida De Las  
Lady Lake, FL 32159  
H: W:

Service Date: 6/25/2006  
Customer Care Department: 1-888-2MASSEY  
Visit our website at www.masseyservices.com

INVOICE AMOUNT \$0.00  
TAX \$0.00  
TOTAL \$0.00  
ADJUSTMENTS AMOUNT DUE \$0.00

Protection-High-Risk Property #3150207

**INSPECTION** The following wood-destroying organisms were found during today's inspection of your property.

ST = Subterranean Termites DT = Drywood Termites PPB = Powderpost Beetles  
WDF = Wood-decay Fungus DW = Dampwood Termites

LOCATION	WDO CODE	EVIDENCE FOUND Y/N	LIVE INSECTS FOUND Y/N	DAMAGE FOUND Y/N	DESCRIPTION
Indoors	ST	NO	NO	NO	

**TERMITE PREVENTION** THE CONDITIONS IDENTIFIED BELOW ARE CONDUCTIVE TO TERMITE INFESTATIONS. TO REDUCE THE RISK OF FUTURE TERMITE PROBLEMS, THESE CONDITIONS SHOULD BE CORRECTED IMMEDIATELY.

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LOCATION:

**WOOD IN CONTACT WITH THE GROUND** PROVIDES A FOOD SOURCE FOR TERMITES AND A POSSIBLY UNPROTECTED AVENUE OF TERMITE ACCESS INTO THE STRUCTURE. WOOD SHOULD BE A MINIMUM OF 6 INCHES AWAY FROM SOIL.  
LOCATION:

**INADEQUATE VENTILATION (CRAWL)** CAN ALLOW MOISTURE TO ACCUMULATE IN THE WOODEN MEMBERS OF THE CRAWLSPACE AREA AND LEAD TO WOOD DECAY FUNGUS AND/OR MOISTURE DAMAGE.  
LOCATION:

**CELLULOSE MATERIAL/DEBRIS** PROVIDES TERMITES WITH A FOOD SOURCE UNDERNEATH OR NEAR THE STRUCTURE AND MAY INCREASE THE POSSIBILITY OF FORAGING TERMITES GAINING ACCESS INTO THE STRUCTURE.  
LOCATION:

**MOISTURE CONDITIONS** MOISTURE IN THE STRUCTURAL ELEMENTS OF A BUILDING IS CONDUCTIVE TO TERMITE FORAGING AND ALLOWS TERMITES TO LIVE WITHIN THE BUILDING WITHOUT RETURNING TO THE GROUND AND IS RESPONSIBLE FOR MANY TERMITE TREATMENT FAILURES.  
LOCATION:

### COMMENTS AND RECOMMENDATIONS

VILLAGES 100-31/31-60/G6/150/ VILLAGES 100-31 9 No problem found at this time

Current Svc(s): Termite

Last Service Date: 6/8/2005 Start Date: 6/27/1998 Conventional Annual Inspection

INSPECTED BY: *[Signature]* PCID # \_\_\_\_\_ CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: 6/25/06

# THE VILLAGES OF LAKE-SUMTER, INC

## Lifesafety

Fire Detection and Alarm System  
Testing and Inspection

Spanish Springs Villas  
Avenida De Las Casas  
The Villages, Florida 32159

**CONTRACTOR:**

Central Florida Fire & Sound, Inc.

**TERM:**

May 1, 2005 through April 30, 2008

**COPIED TO:**

Central Florida Fire & Sound, Inc.  
Commercial Property Management  
The Villages Accounting Dept.  
Facility Manager

## **AGREEMENT FOR SERVICES**

**THIS AGREEMENT** is made this 1st day of May 2005 by and between The Villages of Lake-Sumter, Inc., 1020 Lake Sumter Landing, The Villages, Florida 32162 (Hereafter referred as "Owner"), and Central Florida Fire & Sound, Inc. (hereafter referred to as "Contractor").

### **RECITALS**

1. The Owner owns or operates certain real property requiring scheduled Fire Detection and Alarm System Testing and Inspection Service, and wishes to enter into a contract with a party capable of providing suitable Fire Detection and Alarm System Testing and Inspection Service.
2. The Contractor provides scheduled Fire Detection and Alarm System Testing and Inspection Service for properties such as those owned or operated by the Owner, and wishes to enter into a contract whereby the Contractor performs services for the Owner in consideration of payments from the Owner to the Contractor.

**NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, it is agreed as follows:**

### **I. SERVICES BY CONTRACTOR**

- A. Contractor shall provide the services described in this Agreement upon the property owned or operated by the Owner described in Exhibit 1.0 (the "Property"). All maintenance and services will be performed in accordance with the requirements set forth in Exhibit (s) 2.0, 2.1, & 2.2. The Contractor shall examine the Property and the maintenance requirements of the Agreements.
- B. The Contractor shall provide all labor, material and equipment necessary to perform the services required by this Agreement. All maintenance and repair of equipment shall be the responsibility of the Contractor, and such maintenance and repairs shall NOT interfere with completion of required services to be provided pursuant to this Agreement.
- C. The Contractor shall promptly notify the Owner of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder of the service obligations of the Contractor required by this Agreement. Contractor agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- D. The Contractor shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from Contractor's operations, including site clean-up and policing of the Property. The Contractor shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The Contractor shall provide Contractor's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the Owner. The use of Owner's dumpster(s) for any refuse disposal by the Contractor is strictly prohibited unless Owner has granted authorization for use.
- E. Contractor acknowledges that the public will associate the Contractor with the Owner while the Contractor performs services on the Owner's property. Contractor agrees to conduct its services and supervise its employees in a way not detrimental to the Owner's business operation. Owner reserves the right to approve dress codes for the Contractor's employees.
- F. Contractor shall comply with all applicable governmental statutes, rules, regulations, and orders, including those imposed by the Development Order and Conservation Manual issued pursuant to the Development of Regional Impact process, and any amendments and modification thereto, as well as all federal, state, and locals, rules, and regulations.

### **II. PAYMENT**

In consideration of the services provided by Contractor pursuant to the Agreement, Owner agrees to pay to Contractor the following annual sum of One thousand, three hundred dollars and 00/100 (\$1,300.00 ), (See attached Exhibit 3.0).

Contractor shall submit invoices with billing sheet (Exhibit 3.0) included by the twenty-fifth (25th) of the month the services are performed and Owner shall pay Contractor no later than the fifteenth (15th) of following month.

Owner agrees to pay contractor for additional work performed by the Contractor pursuant to written orders placed by Owner, at a rate equal to component unit costs of labor and equipment charged by Contractor under the terms of this Agreement.

**III. TERM**

The Agreement commences on May 1, 2005 and ends April 30, 2008. The Owner has the option of extending the term of this Agreement for two (2) additional one (1) year periods.

**IV. INSURANCE**

- A. **Worker's Compensation.** Contractor shall maintain workers compensation insurance – Exemption certificates are not acceptable.
- B. **General Liability.** Contractor shall maintain Public Liability Insurance with an insurance company qualified to do business within the State of Florida, with a minimum single event limit of \$1,000,000.00, with the Owner listed as an additional prior to any cancellation. Within thirty (30)days prior to expiration, Contractor shall provide Owner with proof that required coverage has been extended, Prior to commencing services pursuant to this Agreement.
- C. Contractor shall furnish to Owner certificates of insurance in compliance with this Section.

**V. SELF HELP BY OWNER**

Within (3) days after being notified by Owner in writing of defective or unacceptable work, if the Contractor fails to correct such work in accordance with the requirements of the Agreement, Owner may cause the unacceptable or defective work to be corrected. Provided however, if the corrective work can not reasonably be completed within such three (3) day period, and Contractor immediately begins corrective work, and Owner reasonable determines that the Contractor is diligently pursuing the completion of such corrective work, Owner agrees to allow Contractor to complete correction of the defective or unacceptable work. In addition, if the Contractor, for any reason, fails to perform any portion of the services required by the Contractor pursuant to this Agreement, the Owner shall be entitled to deduct from any monies due or which may become due to Contractor a pro-rated amount proportionate to the quantity of services not performed.

All costs and expenses incurred by Owner pursuant to this section shall be deducted from monies due, or which may become Contractor. Any work performed by the Owner pursuant to the Section shall not in any way relieve Contractor for its obligation herein.

The provisions of the paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive Owner's right to declare the Contractor in default in accordance with applicable provisions of the Agreement.

**VI. TERMINATION BY THE OWNER FOR CAUSE**

- A. The performance of work under this Contract may be terminated by Owner in accordance with this clause in whole or from time to time in part, whenever Owner determines that Contractor is in default of the terms of this Agreement. Any such termination shall be effected by delivery to Contractor of a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date upon which such termination becomes effective.
- B. After receipt of a Notice of Termination, and except as otherwise directed Contractor shall:
  - 1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
  - 2. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of the work under this Contract.
  - 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
  - 4. Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, the approval of ratification of Owner to the extent he may require, which approval or ratification shall be final for all purpose of this clause.
  - 5. The Notice of Termination shall not have terminated complete performance of such part of the work as is not subject to such Notice and contractor shall continue to perform under the terms of the Contract as to that portion of the Work not terminated.

- C. After receipt of a Notice of Termination, Contractor shall submit to owner his termination claim, in satisfactory form. Such claim shall be submitted promptly, but on no event no later than one month from effective date of termination unless one or more extensions in writing are granted by Owner. No claim will be allowed for any expense incurred by Contractor to submit his termination claim within the time allowed, Contractor shall be deemed to waive any right to any further compensation.
- D. Contractor and Owner may agree upon the whole or any part of the amount or amounts paid to Contractor by reason of the total or partial termination of work pursuant to this clause, provided, that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the Contract of work terminated.

VII. OTHER MATTERS

- A. Contractor shall not utilize, not store, any drums of any material exceeding 5-gallon containers on any of the Owners property.
- B. Contractor shall maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the Owner's Human Resources Department, however the Contractor acknowledges that the Owner shall have no responsibility for making any disclosures to Contractor's employees or agents.
- C. Except for information which is already a matter of public record, Contractor shall not publish or disclose any terms of this Agreement any information or data obtained pursuant to this contract, without written consent of Owner.
- D. The obligations of Contractors under this Agreement may not be deleted without prior written consent of Owner. Owner may freely assign this Agreement to any entity acquiring the real estate, which is subject to this Agreement. Contractor may not delegate its duties under this contract without prior written consent or Owner.
- E. The parties agree that exclusive jurisdiction and venue for the enforcement, construction or interpretation of this agreement, shall be the Fifth Judicial Circuit in and for Sumter County, Florida, and Contractor does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.
- F. Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify Owner and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to the Property, to the Owner, or third person that may arise in connection with the Contractor providing services pursuant to this Agreement.
- G. Contractor shall not be construed to be the agent, servant or employee of the Owner, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on tort, as the agent, servant or employee of the Owner.
- H. The agreement shall be binding upon the parties hereto, their successors and assigns, and time of the essence of the agreement.
- I. All Exhibits and Addendum's to this agreement are incorporated herein.

*[Handwritten initials]*  
 2/23/05  
 2/23/05

Central Florida Fire & Sound, Inc.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Authorized Signature

Date: 3-2-05

The Villages of Lake Sumter, Inc.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Robert Goobler, Jr.  
 Commercial Property Management

Date: 3-3-05

EXHIBIT 1.0

## THE VILLAGES OF LAKE-SUMTER, INC.

THE GENERAL DESCRIPTION OF THE PROPERTY UPON WHICH  
THE SERVICES ARE TO BE PERFORMED IS AS FOLLOWS:

**Spanish Springs Villas**  
Avenida De Las Casas  
The Villages, FL 32159

**PRINT ATTACHED**  
(See Attached Exhibit 4.0)

**EXHIBIT 2.0**  
**Spanish Springs Villas**  
**GENERAL SPECIFICATIONS**

The vendor shall furnish all labor, supervision, transportation, and materials necessary for complete services. The service shall include, but not be limited to, items listed in the general and maintenance specifications. (Note: Due to the length of our name, The Villages Commercial Property Management department, we will be noted as The Villages.)

**I. SUPERVISION/INSPECTION/ACCOUNTABILITY**

- A. The Villages will perform inspections and log conditions resulting from deviations by the Contractor from the contract. The Contractor's supervisors shall provide inspections of the work to ensure that the work, as depicted by the contract, has been completed. Any discrepancy shall be remedied immediately.

**II. IDENTIFICATION/APPEARANCE**

- A. The Contractor's employees shall present a neat, clean, and well-groomed appearance when providing services at The Villages facilities.

**III. WORK HOURS**

- A. All services shall be scheduled with The Villages CPM Supervisor.

**IV. ACCESS/SECURITY**

- A. The Contractor will be furnished means of access to the service area. The Contractor shall not duplicate any keys issued to the Contractor for such use.
- B. Any areas, to which Contractor is provided access by means of key, shall be opened for the purpose of this service only. Immediately upon completion of service, area shall be secured. No person or persons shall be permitted access to areas by any Contract personnel.
- C. Upon completion of services in a prescribed area, Contractor's employee(s) shall turn off all the lights in the area and secure doors.
- D. It is the responsibility of the Contractor to establish adequate procedures to eliminate wrongful use by their employees of the property of The Villages or of its employees. This property includes, but is not limited to the following:
  - a. Telephone systems
  - b. Computer Equipment
  - c. Audio/Video equipment
  - d. Typewriters
  - e. Calculators
  - f. Duplicating Equipment
  - g. Radios
  - h. Projection Equipment
- E. Discovery by The Villages of wrongful use will be referred to the Contractor for appropriate action.

**V. MATERIALS**

- A. The Contractor shall supply or maintain all supplies, materials, equipment and machinery necessary to perform the contract. The Contractor will not be permitted to use any products that are not first approved by The Villages with names and chemical formulas of materials used. MSDS sheets for all products shall be provided.

**VI. ADDITIONAL CONDITIONS**

- A. Waste going into dumpsters shall be bagged or placed in closed containers before disposal. It is the Contractor's responsibility to supply or maintain said containers/bags.
- B. Special consideration MUST also be given to:
  - a. Avoidance of power interruption to devices
  - b. The use of equipment near sensitive devices
- C. The Contractor will not allow smoking by employees in any The Villages facilities.

**EXHIBIT 2.0 (continued)**  
**Spanish Springs Villas**  
**GENERAL SPECIFICATIONS**

- D. The Contractor will not allow the consumption of food or drink in any areas other than those locations assigned to the Contractor, i.e., Contractor's office, equipment storage areas, etc.
- E. It is the Contractor's responsibility to clean up and/or rectify any damage to The Villages property caused by any individuals connected with the Contractor, to The Villages Supervisor's satisfaction.
- F. Contractor shall provide The Villages with a list of employees to be contacted to assist in any emergency.
- G. The contractor may subcontract certain procedures or operations with the written approval of the Villages Management. Proof of proper licensing and insurance shall be provided upon request. The contractor is held responsible for any work performed by any subcontractor engaged.

**VII. SATISFACTORY PERFORMANCE**

- A. Satisfactory performance of work under this contract is based on maintenance specifications. Contractor performance will be evaluated and adjustments to the maintenance specifications, if required, will be made.
- B. Any damage by the contractor shall be repaired by the respective tradesman initiated through The Villages representative so all warranties remain effective. All billing for said repairs will be directed to the contractor responsible.

**VIII. SAFETY PRECAUTIONS**

- A. The Contractor is responsible for instruction of workers in appropriate safety measures. Appropriate signs to indicate danger safety hazards shall be provided by the Contractor and be used at all times in any area necessary.

**IX. MINIMUM WAGE RATES**

- A. The Contractor is required to pay employees no less than the Federal Minimum Wage Rate.

**X. CHANGES IN AREA/SERVICES**

- A. The right is hereby reserved to add or delete areas as may be required. Any change, which increases or decreases services, will be subject to review and revisions of contract. The addition or deletion will be given with a thirty (30) day notice, verified by written transmittal from The Villages.



**Exhibit 2.1**  
**Spanish Springs Villas**  
**Fire Detection and Alarm System Testing & Inspection Specifications**

All tests and inspections need to be scheduled in advanced with the CPM representative. Items listed below are intended to establish the minimum level of service.

**All devices shall be tested in accordance with NFPA standards and manufacturers recommended procedures for satisfactory condition and operation and documented by a certified technician.**

I. Annual: (June)

1. Verify that system is in service at 100% function and in satisfactory condition upon inspection.
2. Test and record 50% of smoke and heat detectors for sensitivity in accordance with their manufacturer's specifications.
3. Inspect all fire alarm control panels and remote fire alarm panels for proper function.
4. Test and inspect all annunciators and zones both visually and by tripping detector.
5. Inspect and load test all batteries.
6. Inspect all output relays and test their activation.
7. Inspect and exercise all flow switches, tamper switches, and low-pressure alarms.
8. Inspect smoke detectors for cleanliness and clean as needed in accordance with manufacturer's guidelines.
9. Test non-restorable heat detector circuits by simulating electrical operation at the wiring connection.
10. Function test all heat actuating devices, in accordance with the manufacturer's specifications
11. Inspect and exercise all supervised control valves and switches.
12. Activate outputs for the purpose of equipment shutdown, start-up, and HVAC/smoke control.
13. Tag devices as required.
14. Identify potential detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system.
15. Identify and review changes or modifications made to the fire detection and alarm system or in building status that may affect the performance or reliability of the fire detection and alarm system, including but not limited to any obstructions.
16. Identify and review storage and stock arrangements for combustibles in relation to fire suppression and alarm system.
17. Review proper operation of the equipment with CPM representative.

**Note:** Any problems or discrepancies found shall be noted individually and on a separate summary page (See Exhibit 3.1). Any devices or components determined by the inspector not to be accessible will be so noted and a recommendation on where and how to relocate and the associated estimated cost provided.



**EXHIBIT 2.2**  
**SPECIAL CONDITIONS**  
Lifesafety  
Spanish Springs Villas

- I. Owner reserves the right to cancel this contract, in whole or in part, with 30 days written notice to Contractor.

EXHIBIT 3.0  
THE VILLAGES OF LAKE-SUMTER, INC.  
Spanish Springs Villas

Fire Detection and Alarm System Testing and Inspection

MAINTENANCE BILLING SHEET

For the Month of: \_\_\_\_\_

Acct #	Spanish Springs Villas	Cost
225.7164	Quarterly Service (April, July, and October)	\$325.00 *per visit
	Annual Full Service (January)	\$325.00 *per visit
	<b>Total Annual Cost</b>	<b>\$1,300.00 *</b>

\*Includes taxes

*(Signature)*  
2/23/05  
2/23/05

MUST BE SUBMITTED WITH INVOICE FOR PAYMENT APPROVAL

*(Signature)*

All invoices need to be forwarded to:

The Villages of Lake-Sumter, Inc  
Commercial Property Management  
3325 Wedgewood Lane  
The Villages, FL 32162

Exhibit 3.1

Fire Detection and Alarm System Testing & Inspection Record

**INSPECTION AND TESTING FORM**

**SERVICE ORGANIZATION**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Representative: \_\_\_\_\_  
 License No.: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

**PROPERTY NAME (USER)**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Owner Contact: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

**MONITORING ENTITY**  
 Contact: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Monitoring Account Ref. No.: \_\_\_\_\_

**APPROVING AGENCY**  
 Contact: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

**DATE:** \_\_\_\_\_  
**TIME:** \_\_\_\_\_

**TYPE TRANSMISSION**  
 McCulloch  
 Multiplex  
 Digital  
 Reverse Priority  
 RF  
 Other (Specify) \_\_\_\_\_

**SERVICE**  
 Weekly  
 Monthly  
 Quarterly  
 Semiannually  
 Annually  
 Other (Specify) \_\_\_\_\_

Control Unit Manufacturer: \_\_\_\_\_ Model No.: \_\_\_\_\_  
 Circuit Styles: \_\_\_\_\_  
 Number of Circuits: \_\_\_\_\_  
 Software Rev.: \_\_\_\_\_  
 Last Date System Had Any Service Performed: \_\_\_\_\_  
 Last Date that Any Software or Configuration Was Revised: \_\_\_\_\_

**ALARM-INITIATING DEVICES AND CIRCUIT INFORMATION**

Quantity	Circuit Style
_____	Manual Fire Alarm Boxes
_____	Ion Detectors
_____	Photo Detectors
_____	Duct Detectors
_____	Heat Detectors
_____	Waterflow Switches
_____	Supervisory Switches
_____	Other (Specify): _____

(NFPA Inspection and Testing 1 of 4)

Exhibit 3.1

Fire Detection and Alarm System Testing & Inspection Record

**ALARM NOTIFICATION APPLIANCES AND CIRCUIT INFORMATION**

Quantity _____	Circuit Style _____	Bells _____
_____	_____	Horns _____
_____	_____	Chimes _____
_____	_____	Strobes _____
_____	_____	Speakers _____
_____	_____	Other (Specify): _____

No. of alarm notification appliance circuits: \_\_\_\_\_

Are circuits monitored for integrity?  Yes  No

**SUPERVISORY SIGNAL-INITIATING DEVICES AND CIRCUIT INFORMATION**

Quantity _____	Circuit Style _____	Building Temp. _____
_____	_____	Site Water Temp. _____
_____	_____	Site Water Level _____
_____	_____	Fire Pump Power _____
_____	_____	Fire Pump Running _____
_____	_____	Fire Pump Auto Position _____
_____	_____	Fire Pump or Pump Controller Trouble _____
_____	_____	Fire Pump Running _____
_____	_____	Generator In Auto Position _____
_____	_____	Generator or Controller Trouble _____
_____	_____	Switch Transfer _____
_____	_____	Generator Engine Running _____
_____	_____	Other: _____

Quantity \_\_\_\_\_ Style(s) \_\_\_\_\_

**SIGNALING LINE CIRCUITS**

Quantity and style (See NFPA 72, Table 3-6) of signaling line circuits connected to system: \_\_\_\_\_

**SYSTEM POWER SUPPLIES**

a. Primary (Main): Nominal Voltage \_\_\_\_\_, Amps \_\_\_\_\_

Overcurrent Protection: Type \_\_\_\_\_, Amps \_\_\_\_\_

Location (of Primary Supply Panelboard): \_\_\_\_\_

Disconnecting Means Location: \_\_\_\_\_

b. Secondary (Standby): \_\_\_\_\_

Storage Battery: Amp-Hr. Rating \_\_\_\_\_

Calculated capacity to operate system, in hours: \_\_\_\_\_ 24 \_\_\_\_\_ 60 \_\_\_\_\_

\_\_\_\_\_ Engine-driven generator dedicated to fire alarm system:

Location of fuel storage: \_\_\_\_\_

**TYPE BATTERY**

Dry Cell

Nickel-Cadmium

Sealed Lead-Acid

Lead-Acid

Other (Specify): \_\_\_\_\_

c. Emergency or standby system used as a backup to primary power supply, instead of using a secondary power supply:

\_\_\_\_\_ Emergency system described in NFPA 70, Article 700

\_\_\_\_\_ Legally required standby described in NFPA 70, Article 701

\_\_\_\_\_ Optional standby system described in NFPA 70, Article 702, which also meets the performance requirements of Article 700 or 701.

(NFPA Inspection and Testing 2 of 4)

Exhibit 3.1

Fire Detection and Alarm System Testing & Inspection Record

NOTIFICATIONS ARE MADE		PRIOR TO ANY TESTING		Who	Time
	Yes	No			
Monitoring Entity	<input type="checkbox"/>	<input type="checkbox"/>			
Building Occupants	<input type="checkbox"/>	<input type="checkbox"/>			
Building Management	<input type="checkbox"/>	<input type="checkbox"/>			
Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>			
AHJ (Notified) of Any Impairments	<input type="checkbox"/>	<input type="checkbox"/>			

SYSTEM TESTS AND INSPECTIONS			Comments
TYPE	Visible	Functional	
Control Unit	<input type="checkbox"/>	<input type="checkbox"/>	
Interface Eq.	<input type="checkbox"/>	<input type="checkbox"/>	
Lamps/LEDS	<input type="checkbox"/>	<input type="checkbox"/>	
Fuses	<input type="checkbox"/>	<input type="checkbox"/>	
Primary Power Supply	<input type="checkbox"/>	<input type="checkbox"/>	
Trouble Signals	<input type="checkbox"/>	<input type="checkbox"/>	
Disconnect Switches	<input type="checkbox"/>	<input type="checkbox"/>	
Ground-Fault Monitoring	<input type="checkbox"/>	<input type="checkbox"/>	

SECONDARY POWER			Comments
TYPE	Visible	Functional	
Battery Condition	<input type="checkbox"/>		
Load Voltage		<input type="checkbox"/>	
Discharge Test		<input type="checkbox"/>	
Charger Test		<input type="checkbox"/>	
Specific Gravity		<input type="checkbox"/>	

TRANSIENT SUPPRESSORS			Comments
TYPE	Visible	Functional	
Remote Annunciators	<input type="checkbox"/>	<input type="checkbox"/>	
Notification Appliances	<input type="checkbox"/>	<input type="checkbox"/>	
Audible	<input type="checkbox"/>	<input type="checkbox"/>	
Visual	<input type="checkbox"/>	<input type="checkbox"/>	
Speakers	<input type="checkbox"/>	<input type="checkbox"/>	
Voice Clarity	<input type="checkbox"/>	<input type="checkbox"/>	

INITIATING AND SUPERVISORY DEVICE TESTS AND INSPECTIONS							
Loc. & S/N	Device Type	Visual Check	Functional Test	Factory Setting	Meas. Setting	Pass	Fail
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Exhibit 3.1

Fire Detection and Alarm System Testing & Inspection Record

EMERGENCY COMMUNICATIONS EQUIPMENT	Visual	Functional	Comments
Phone Set	<input type="checkbox"/>	<input type="checkbox"/>	
Phone Jacks	<input type="checkbox"/>	<input type="checkbox"/>	
Off-Hook Indicator	<input type="checkbox"/>	<input type="checkbox"/>	
Amplifier(s)	<input type="checkbox"/>	<input type="checkbox"/>	
Tone Generator(s)	<input type="checkbox"/>	<input type="checkbox"/>	
Call-in Signal	<input type="checkbox"/>	<input type="checkbox"/>	
System Performance	<input type="checkbox"/>	<input type="checkbox"/>	
<b>INTERFACE EQUIPMENT</b>	<b>Visual</b>	<b>Device Operation</b>	<b>Simulated Operation</b>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SPECIAL HAZARD SYSTEMS</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special Procedures: _____			
_____			
Comments: _____			
_____			
_____			
_____			
<b>SUPERVISING STATION MONITORING</b>	<b>Yes</b>	<b>No</b>	<b>Time</b>
Alarm Signal	<input type="checkbox"/>	<input type="checkbox"/>	
Alarm Restoration	<input type="checkbox"/>	<input type="checkbox"/>	
Trouble Signal	<input type="checkbox"/>	<input type="checkbox"/>	
Supervisory Signal	<input type="checkbox"/>	<input type="checkbox"/>	
Supervisory Restoration	<input type="checkbox"/>	<input type="checkbox"/>	
<b>NOTIFICATIONS THAT TESTING IS COMPLETE</b>	<b>Yes</b>	<b>No</b>	<b>Who</b>
Building Management	<input type="checkbox"/>	<input type="checkbox"/>	
Monitoring Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Building Occupants	<input type="checkbox"/>	<input type="checkbox"/>	
Other (Specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	Time
The following did not operate correctly: _____			
_____			
_____			
System restored to normal operation: Date: _____ Time: _____			
<b>THIS TESTING WAS PERFORMED IN ACCORDANCE WITH APPLICABLE NFPA STANDARDS.</b>			
Name of Inspector: _____ Date: _____ Time: _____			
Signature: _____			
Name of Owner or Representative: _____			
Date: _____ Time: _____			
Signature: _____			



## Exhibit 2.1

### Fire Detection and Alarm System Testing & Inspection Specifications

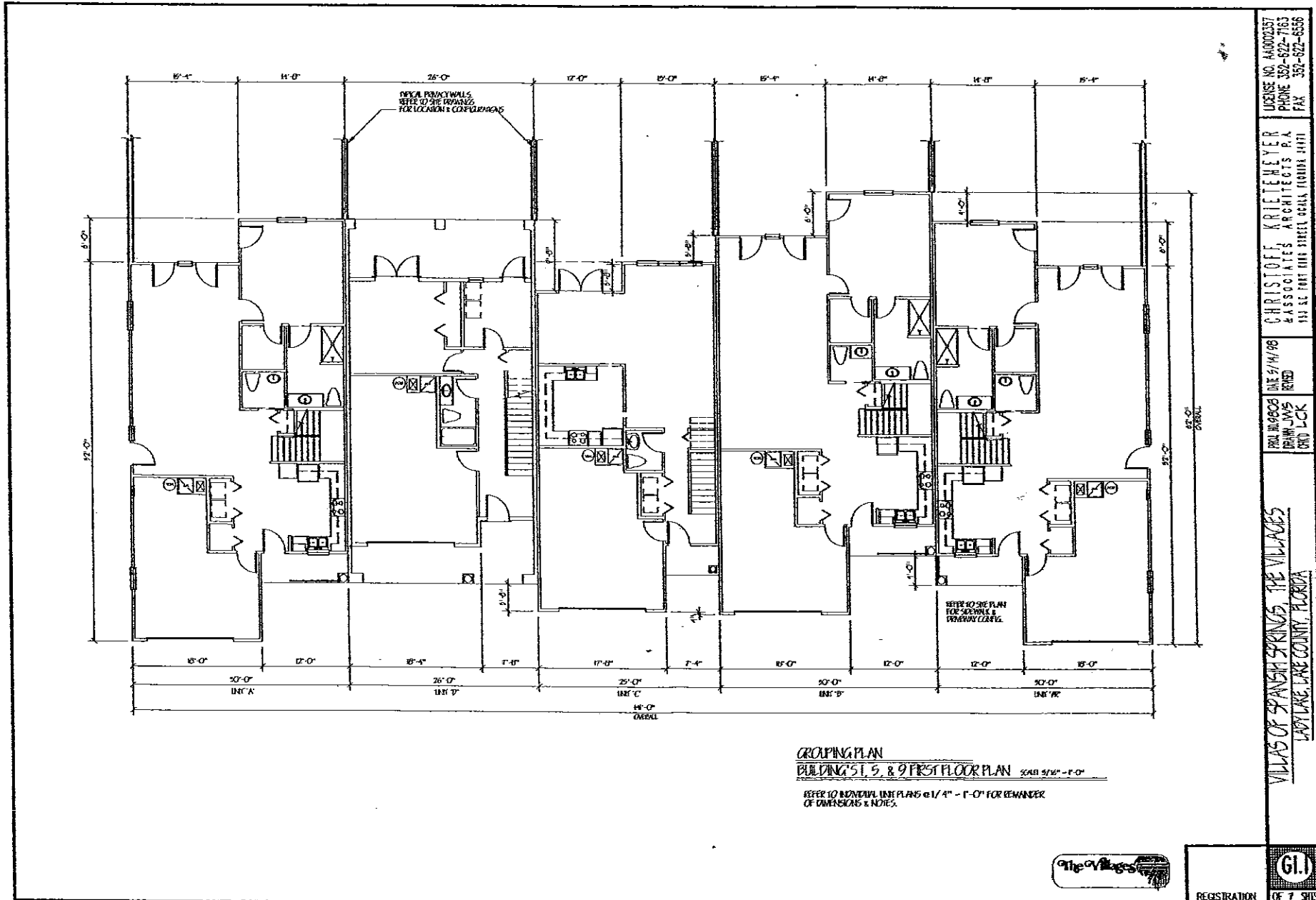
All tests and inspections need to be scheduled in advanced with the CPM representative. Items listed below are intended to establish the minimum level of service.

**All devices shall be tested in accordance with NFPA standards and manufacturers recommended procedures for satisfactory condition and operation and documented by a certified technician.**

#### I. Annual: (June)

1. Verify that system is in service at 100% function and in satisfactory condition upon inspection.
2. Test and record 50% of smoke and heat detectors for sensitivity in accordance with their manufacturer's specifications.
3. Inspect all fire alarm control panels and remote fire alarm panels for proper function.
4. Test and inspect all annunciators and zones both visually and by tripping detector.
5. Inspect and load test all batteries.
6. Inspect all output relays and test their activation.
7. Inspect and exercise all flow switches, tamper switches, and low-pressure alarms.
8. Inspect smoke detectors for cleanliness and clean as needed in accordance with manufacturer's guidelines.
9. Test non-restorable heat detector circuits by simulating electrical operation at the wiring connection.
10. Function test all heat actuating devices, in accordance with the manufacturer's specifications
11. Inspect and exercise all supervised control valves and switches.
12. Activate outputs for the purpose of equipment shutdown, start-up, and HVAC/smoke control.
13. Tag devices as required.
14. Identify potential detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system.
15. Identify and review changes or modifications made to the fire detection and alarm system or in building status that may affect the performance or reliability of the fire detection and alarm system, including but not limited to any obstructions.
16. Identify and review storage and stock arrangements for combustibles in relation to fire suppression and alarm system.
17. Review proper operation of the equipment with CPM representative.

**Note:** Any problems or discrepancies found shall be noted individually and on a separate summary page (See Exhibit 3.1). Any devices or components determined by the Inspector not to be accessible will be so noted and a recommendation on where and how to relocate and the associated estimated cost provided.



**GROUPING PLAN**  
**BUILDINGS 5 & 9 FIRST FLOOR PLAN** SCALE 3/8" = 1'-0"  
 REFER TO GENERAL LINE PLANS @ 1/4" = 1'-0" FOR REMAINDER OF DIMENSIONS & NOTES.

CHRISTOFF, KRISTENMEYER & ASSOCIATES ARCHITECTS P.A.  
 111 SE FORT WORTH STREET, SUITE 1101  
 LICENSE NO. A40002357  
 PHONE 352-622-7163  
 FAX 352-622-6556

DATE 2/11/98  
 DRAWN BY JWS  
 CHECKED LCK

VILLAS OF SPANISH SPRINGS, THE VILLAGES  
 LADY LAKE, LAKE COUNTY, FLORIDA



REGISTRATION OF 7 SHEETS

**tyco** | *Fire &  
Security* | **SimplexGrinnell**

*Protecting people, property, and peace of mind*



**The Villages of Lake Sumter Inc.**

**Spanish Springs Villas Sprinkler Inspection Proposal**

# Pricing Summary

Location: Spanish Springs Villas

Product	Quantity	Frequency	Total
Fire Sprinkler Systems			

## Test and Inspect


Wet or dry sprinkler inspection 4 (includes one riser, tamper, and flow and control valve) Includes 1 annual and 3 quarterly inspections	11	Quarterly	\$250
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## Total Investment

Grand Total: \$1,000.00

# SERVICE AGREEMENT

Proposal Number: 2915800272

By and Between The Villages  ~~Abundant Life Ministries~~ and SimplexGrinnell\*

Services will be provided at the following location(s):  
Spanish Springs Villas

SimplexGrinnell shall perform the services set forth in this agreement according to the attached general terms and conditions, the attached operational terms and conditions, the preceding scope page(s) and applicable special terms and conditions:

Type of Service: (see preceding scope pages)

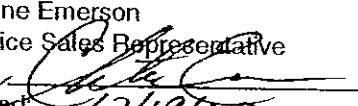
**Annual Price: One Thousand Dollars and 0 Cents (\$1,000.00). plus applicable taxes**

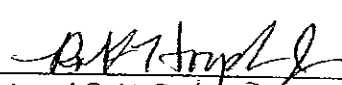
Payment Terms: Payment is due upon receipt of invoice. Annual Payment for Service(s) shall be total contract unless expressly provided otherwise in this Agreement. Customer agrees to pay all taxes, permits, and other charges including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Charges for work outside the scope of this Agreement shall be billed at the applicable SimplexGrinnell rates for labor, materials, and travel. Customer shall make payment upon receipt of an invoice for such work. If Customer fails to make any payment due, SimplexGrinnell shall have the right at SimplexGrinnell's sole discretion, to stop performing any Services until the account is current. Customer's failure to make payment when due is a material breach of this Agreement.

Term:

The term of this Agreement shall be (3) three years, and shall automatically renew each year thereafter unless either party terminates the Agreement as provided below. SimplexGrinnell's current charges as reflected on SimplexGrinnell's invoice shall apply for each renewal period. Notwithstanding the foregoing, either party may terminate this Agreement by giving ninety (90) days advance written notice. To the extent SimplexGrinnell has been paid in advance, SimplexGrinnell shall remit to Customer an amount commensurate with the services not yet performed, subject, however, to (1) the special provisions contained in the Extinguisher Plus program, if applicable, and (2) the right to recover administrative or other costs incurred in anticipation of the work. To the extent SimplexGrinnell has not been paid in full, Customer shall immediately pay to SimplexGrinnell the outstanding balance due.

The Customer agrees to purchase, and SimplexGrinnell agrees to provide the services identified in this Agreement subject to continuance of credit approval by SimplexGrinnell. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on SimplexGrinnell unless made in writing and signed by an officer or authorized manager of SimplexGrinnell. The attached general terms and conditions, attached operational terms and conditions, preceding scope page(s) and applicable special terms and conditions are part of this Agreement, and are hereby accepted by the undersigned.

ACCEPTED BY:  
SIMPLEXGRINNELL  
By: Christine Emerson  
Title: Service Sales Representative  
Signature:   
Date Signed: 12/19/02  
Address: 3701 N. John Young Parkway  
Orlando, FL 32804  
407-235-1100  
cemerson@tycoint.com

SUBSCRIBER:  
The Villages of Lake Sumter Inc.  
By:  
Title:  
Signature:   
Date Signed: 12/23/02  
Address: 1100 Main Street  
Lady Lake, FL 32159  
352-750-9455

P O Number: \_\_\_\_\_

# SERVICE AGREEMENT

## General Terms and Conditions

### GENERAL PROVISIONS

The CUSTOMER has selected the service level it desires after considering and balancing various levels of protection afforded, and their related costs. The CUSTOMER acknowledges and agrees that by this Service Agreement, SimplexGrinnell, unless specifically stated, does not undertake any obligation to maintain or render the CUSTOMER's system or equipment as Year 2000 compliant, which for this purpose shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. The terms and conditions of this Agreement and any attached pages are an important part of this Agreement and are hereby incorporated by reference and accepted by the CUSTOMER. The Agreement page, the applicable scope of service pages, these General Terms and Conditions, the Operational Terms and Conditions, and the applicable Special Terms and Conditions (collectively the Agreement), are intended by SimplexGrinnell and the CUSTOMER as a final expression of their Agreement and as a complete and exclusive statement of the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between SimplexGrinnell and the CUSTOMER, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. SimplexGrinnell is not bound by any provisions, printed or otherwise, at variance with the Agreement that may appear on any acknowledgement, purchase order or other form used by CUSTOMER, such provisions being expressly rejected. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on SimplexGrinnell unless made in writing and signed by an officer of SimplexGrinnell. All work to be performed by SimplexGrinnell will be performed during normal working hours of normal working days (Monday through Friday, excluding SimplexGrinnell holidays), as defined by SimplexGrinnell, unless additional times are specifically described in a special provision to this Agreement. SimplexGrinnell will service one or more system(s) or equipment including hardware and/or software as described in the listed attachments (Covered System(s)). The CUSTOMER shall promptly notify SimplexGrinnell of any malfunction in the Covered System(s) which comes to the CUSTOMER's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, SimplexGrinnell determines that repairs are necessary, repair charges will be submitted for approval prior to any work. Should these charges be declined, all items which are not to be repaired will be eliminated from the maintenance Services and if Customer does not repair, SimplexGrinnell is relieved from any and all liability arising therefrom. Repair, replacement, and emergency response obligations, if any, apply only to the components or equipment of the Covered System(s). Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement. SimplexGrinnell shall not be responsible for equipment failure occurring while SimplexGrinnell is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement expressly excludes reloading of, upgrading, and maintaining computer software, making repairs or replacements necessitated by reason of negligence or misuse of components or equipment by others, or repairs or replacements necessitated by corrosion (including but not limited to micro-bacterially induced corrosion (MIC), lightning, electrical storm, or other violent weather, fire, acts of God, or by any other cause beyond SimplexGrinnell's control, except ordinary wear and tear. This Agreement does not cover systems, equipment, components or parts which are below grade or exterior to the building, electrical wiring, piping, system upgrades or the replacement of obsolete systems, equipment, components or parts.

### EMERGENCY SERVICE EXCLUSIONS

If Emergency Services are included, the Agreement price does not include travel expenses, parts and labor charges required as a result of accident, fire, storm, water, negligence, misuse, vandalism, power failure, current fluctuations, lightning strikes, failure due to non-SimplexGrinnell installation, parts, service, attachments, or devices, or any other cause external to the Covered System(s).

### SYSTEM EQUIPMENT

The purchase of equipment or peripheral devices, (e.g. smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers, hoses etc.) from SimplexGrinnell shall be subject to the terms and conditions of this Agreement, not withstanding any different terms and conditions in the CUSTOMER's purchase order. If, in SimplexGrinnell's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether manufactured by SimplexGrinnell or a third party, interferes with the proper operation of the Covered System(s), the CUSTOMER shall remove or replace such device or equipment upon notice from SimplexGrinnell. Failure of the CUSTOMER to remove the device shall constitute a material breach of this Agreement. If the CUSTOMER adds any third party device or equipment to the Covered System(s), SimplexGrinnell shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

### CUSTOMER'S RESPONSIBILITIES

The CUSTOMER further agrees to:

- provide SimplexGrinnell access to the Covered System(s) to be serviced,
- supply suitable electrical service, heat, heat tracing, and adequate water supply,
- provide a safe work environment,
- in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage. Such measures shall continue until the Covered System(s) are operational. Owner shall notify SimplexGrinnell as soon as practical under the circumstances,
- to make payments as provided in this Agreement.

### HAZARDOUS MATERIALS

The CUSTOMER represents that, except to the extent that SimplexGrinnell has been given written notice of the following hazards prior to the execution of this Agreement, to the best of the CUSTOMER's knowledge there is no:

- permit confined space, as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as hazardous conditions.

SimplexGrinnell shall have the right to rely on the representations listed above. If hazardous conditions are encountered by SimplexGrinnell during the course of SimplexGrinnell's work, the discovery of such materials shall constitute an event beyond SimplexGrinnell's control and SimplexGrinnell shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by the CUSTOMER, and Customer shall pay disruption expenses and re-mobilization expenses as determined by SimplexGrinnell.

The CUSTOMER shall indemnify and hold SimplexGrinnell harmless for any damages resulting from the exposure of workers to hazardous conditions, including damages for bodily injury and/or property damage, any consequential or indirect damages, and any attorneys' fees and expert costs incurred in connection with any such event, whether or not the CUSTOMER pre-notifies SimplexGrinnell of the existence of said hazardous conditions.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and or during performance of the Services, Said materials shall at all times remain the property of the CUSTOMER. SimplexGrinnell shall not be responsible for removal and disposal of such hazardous materials.

### SIMPLEXGRINNELL RESPONSIBILITIES

SimplexGrinnell shall perform maintenance Service(s) in accordance with the level of service selected by the CUSTOMER. This includes, where applicable, the repair or adjustment at SimplexGrinnell's sole option, of the Covered System(s).

### LIMITED WARRANTY

SIMPLEXGRINNELL WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING.

## Pricing Summary

Where SimplexGrinnell provides product or equipment of others, SimplexGrinnell will warrant the product or equipment only to the extent warranted by such third party.

#### **WARRANTY DISCLAIMER**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SIMPLEXGRINNELL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT SUPPORTED HEREUNDER. SIMPLEXGRINNELL MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT SIMPLEXGRINNELL'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

#### **LIMITATION OF LIABILITY**

It is understood and agreed by the CUSTOMER that SimplexGrinnell is not an insurer and that insurance covering personal injury and property damage on the CUSTOMER'S premises shall be obtained by the CUSTOMER; that the Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury; that the amounts payable to SimplexGrinnell hereunder are based upon the value of the services and the scope of liability set forth herein; that SimplexGrinnell is not guaranteeing that no loss will occur; and CUSTOMER agrees that SimplexGrinnell is not responsible for any losses which may occur.

#### **LIQUIDATED DAMAGES; LIMITATIONS OF REMEDY**

SimplexGrinnell and the CUSTOMER agree that it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the Covered System(s) or failure of any SimplexGrinnell device or failure to perform, or negligent performance of Services; if, notwithstanding the above provisions, there should arise any liability on the part of SimplexGrinnell, such liability shall be limited to an amount equal to the Agreement price. Where this Agreement covers multiple sites, liability shall be limited to the amount of the Agreement price allocable to the site where the incident occurred. Such sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. If the Customer desires SimplexGrinnell to assume greater liability, the parties shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by SimplexGrinnell of such greater liability, provided however that such rider shall in no way be interpreted to hold SimplexGrinnell as an insurer. IN NO EVENT SHALL SIMPLEXGRINNELL BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. SIMPLEXGRINNELL SHALL NOT BE RESPONSIBLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.

#### **INDEMNITY**

The CUSTOMER agrees to indemnify, hold harmless and defend SimplexGrinnell against any and all losses, damages, costs and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of the Customer or SimplexGrinnell relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. SimplexGrinnell reserves the right to select counsel to represent it in any such action.

#### **FORCE MAJEURE**

SimplexGrinnell shall not be responsible for failure to render Services due to causes beyond its control including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of SimplexGrinnell.

#### **WAIVER OF SUBROGATION**

The CUSTOMER does hereby, for itself and all others claiming for it under this Agreement, release and discharge SimplexGrinnell from and against all hazards covered by all of the CUSTOMER'S insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.

#### **ONE-YEAR LIMITATION ON ACTIONS; CHOICE OF LAW**

It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of New York shall govern the validity, enforceability, and interpretation of this Agreement.

#### **ASSIGNMENT**

The CUSTOMER may not assign this Agreement without SimplexGrinnell's prior written consent. SimplexGrinnell may assign this Agreement to an affiliate without obtaining the CUSTOMER'S consent.

#### **REPORTS**

Where inspection and/or test services are selected, such inspection and/or test shall be completed on SimplexGrinnell's then current Report form, which shall be given to the Customer, and, where applicable, SimplexGrinnell may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by SimplexGrinnell are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the covered System, equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the covered System and equipment and components lies with the CUSTOMER.

#### **WORK NOT INCLUDED**

Unless otherwise specified in this Agreement, the inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by SimplexGrinnell to the CUSTOMER.

#### **SEVERABILITY**

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

#### **Legal Fees**

SimplexGrinnell shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with SimplexGrinnell enforcing the terms and conditions of this agreement.

©2002 SimplexGrinnell Printed in U.S.A.

All specifications and other information shown were current as of publication, and are subject to change without notice.

MC1319-101-01

**tyco** | *Fire &  
Security* | **SimplexGrinnell**

*Safeguarding your occupants and property from  
fire*



**The Villages of Lake Sumter Inc.**

**Spanish Springs Villas Backflow Inspection**



# Pricing Summary

Product	Frequency	Total
<b>Spanish Springs Villas</b> 11 Standard Backflow Inspection	Annual	\$825.00

# SERVICE AGREEMENT

The contract start date is 1/1/03 and supersedes previous contract

By and Between The Villages of Lake Sumter Inc. and SimplexGrinnell\*

Services will be provided at the following location(s):  
Spanish Springs Villas

SimplexGrinnell shall perform the services set forth in this agreement according to the attached general terms and conditions, the attached operational terms and conditions, the preceding scope page(s) and applicable special terms and conditions:

Type of Service: (see preceding scope pages)

**Annual Price: Eight Hundred Twenty Five Dollars and 0 Cents (\$825.00).**

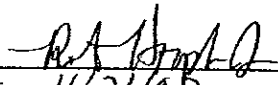
**Payment Terms:** Payment is due upon receipt of invoice. Payment for Service(s) shall be total contract unless expressly provided otherwise in this Agreement. Customer agrees to pay all taxes, permits, and other charges including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Charges for work outside the scope of this Agreement shall be billed at the applicable SimplexGrinnell rates for labor, materials, and travel. Customer shall make payment upon receipt of an invoice for such work. If Customer fails to make any payment due, SimplexGrinnell shall have the right at SimplexGrinnell's sole discretion, to stop performing any Services until the account is current. Customer's failure to make payment when due is a material breach of this Agreement.

**Term:**

The term of this Agreement shall be for 1 year(s) and shall automatically renew each year thereafter unless either party terminates the Agreement as provided below. SimplexGrinnell's current charges as reflected on SimplexGrinnell's invoice shall apply for each renewal period. Notwithstanding the foregoing, either party may terminate this Agreement by giving ninety (90) days advance written notice. To the extent SimplexGrinnell has been paid in advance, SimplexGrinnell shall remit to Customer an amount commensurate with the services not yet performed, subject, however, to (1) the special provisions contained in the Extinguisher Plus program, if applicable, and (2) the right to recover administrative or other costs incurred in anticipation of the work. To the extent SimplexGrinnell has not been paid in full, Customer shall immediately pay to SimplexGrinnell the outstanding balance due.

The Customer agrees to purchase, and SimplexGrinnell agrees to provide the services identified in this Agreement subject to continuance of credit approval by SimplexGrinnell. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on SimplexGrinnell unless made in writing and signed by an officer or authorized manager of SimplexGrinnell. The attached general terms and conditions, attached operational terms and conditions, preceding scope page(s) and applicable special terms and conditions are part of this Agreement, and are hereby accepted by the undersigned.

ACCEPTED BY:  
SIMPLEXGRINNELL  
By: Christine Emerson  
Title: Service Sales Representative  
Signature:   
Date Signed: 11/21/02  
Address: 3701 N John Young Parkway  
Orlando, FL 32804  
407-2135-1100  
cemerson@tycoint.com

SUBSCRIBER:  
The Villages of Lake Sumter Inc.  
By:  
Title:  
Signature:   
Date Signed: 11/21/02  
Address:

P O Number: \_\_\_\_\_

SPECIAL PROVISIONS

# SERVICE AGREEMENT

## Terms and Conditions

### GENERAL PROVISIONS

The CUSTOMER has selected the service level it desires after considering and balancing various levels of protection afforded, and their related costs. The CUSTOMER acknowledges and agrees that by this Service Agreement, SimplexGrinnell, unless specifically stated, does not undertake any obligation to maintain or render the CUSTOMER's system or equipment as Year 2000 compliant, which for this purpose shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. The terms and conditions of this Agreement and any attached pages are an important part of this Agreement and are hereby incorporated by reference and accepted by the CUSTOMER. The Agreement page, the applicable scope of service pages, these general terms and conditions, the operational terms and conditions, and the applicable special terms and conditions (collectively the "Agreement"), are intended by SimplexGrinnell and the CUSTOMER as a final expression of their Agreement and as a complete and exclusive statement of the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between SimplexGrinnell and the CUSTOMER, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. SimplexGrinnell is not bound by any provisions, printed or otherwise, at variance with the Agreement that may appear on any acknowledgement, purchase order or other form used by CUSTOMER, such provisions being expressly rejected. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on SimplexGrinnell unless made in writing and signed by an officer of SimplexGrinnell. All work to be performed by SimplexGrinnell will be performed during normal working hours of normal working days (Monday through Friday, excluding SimplexGrinnell holidays), as defined by SimplexGrinnell, unless additional times are specifically described in a special provision to this Agreement. SimplexGrinnell will service one or more system(s) components or equipment including hardware and or software as described in the listed attachments ("Covered System(s)").

The CUSTOMER shall promptly notify SimplexGrinnell of any malfunction in the Covered System(s) which comes to the CUSTOMER's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date.

If, upon initial inspection, SimplexGrinnell determines that repairs are necessary, repair charges will be submitted for approval prior to any work. Should these charges be declined, all items which are not to be repaired will be eliminated from the maintenance Services and if Customer does not repair, SimplexGrinnell is relieved from any and all liability arising therefrom.

Repair, replacement, and emergency response obligations, if any, apply only to the components or equipment of the Covered System(s). Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement. SimplexGrinnell shall not be responsible for equipment failure, which occurs while SimplexGrinnell is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement expressly excludes reloading of, upgrading, and maintaining computer software, making repairs or replacements necessitated by reason of negligence or misuse of components or equipment by others, or repairs or replacements necessitated by corrosion (including but not limited to micro-bacterially induced corrosion ("MIC"), lightning, electrical storm, or other violent weather, fire, acts of God, or by any other cause beyond SimplexGrinnell's control, except ordinary wear and tear. This Agreement does not cover systems, equipment, components or parts which are below grade or exterior to the building, electrical wiring, piping, system upgrades or the replacement of obsolete systems, equipment, components or parts.

**EMERGENCY SERVICE EXCLUSIONS**  
If Emergency Services are included, the Agreement price does not include travel expenses, parts and labor charges required as a result of accident, fire, storm, water, negligence, misuse, vandalism, power failure, current fluctuations, lightning strikes, failure due to non-SimplexGrinnell installation, parts, service, attachments, or devices, or any other cause external to the Covered System(s).

**SYSTEM EQUIPMENT**  
The purchase of equipment or peripheral devices, (e.g. smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers, hoses etc.) from SimplexGrinnell shall be subject to the terms and conditions of this Agreement, notwithstanding any different terms and conditions in the CUSTOMER's purchase order. If, in SimplexGrinnell's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether manufactured by SimplexGrinnell or a third party, interferes with the proper operation of the Covered System(s), the CUSTOMER shall remove or replace such device or equipment upon notice from SimplexGrinnell. Failure of the CUSTOMER to remove the device shall constitute a material breach of this Agreement. If the CUSTOMER adds any third party device or equipment to the Covered System(s), SimplexGrinnell shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

### CUSTOMER RESPONSIBILITIES

CUSTOMER further agrees to:

- Provide SimplexGrinnell access to the Covered System(s) to be serviced,
  - Supply suitable electrical service, heat, heat tracing and adequate water supply,
  - Provide a safe work environment,
  - In the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage.
- Such measures shall continue until the Covered System(s) are operational. Owner shall notify SimplexGrinnell as soon as practical under the circumstances.
- To make payments as provided in this Agreement.

### HAZARDOUS MATERIALS

The CUSTOMER represents that, except to the extent that SimplexGrinnell has been given written notice of the following hazards prior to the execution of this Agreement, to the best of the CUSTOMER's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "hazardous conditions".

SimplexGrinnell shall have the right to rely on the representations listed above. If hazardous conditions are encountered by SimplexGrinnell during the course of SimplexGrinnell's work, the discovery of such materials shall constitute an event beyond SimplexGrinnell's control and SimplexGrinnell shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by the CUSTOMER, and Customer shall pay disruption expenses and re-mobilization expenses as determined by SimplexGrinnell.

The CUSTOMER shall indemnify and hold SimplexGrinnell harmless for any damages resulting from the exposure of workers to hazardous conditions, including damages for bodily injury and/or property damage, any consequential or indirect damages, and any attorneys' fees and expert costs incurred in connection with any such event, whether or not the CUSTOMER pre-notifies SimplexGrinnell of the existence of said hazardous conditions.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and or during performance of the Services, which shall at all times remain the property of the CUSTOMER. SimplexGrinnell shall not be responsible for removal and disposal of such hazardous materials.

### SIMPLEXGRINNELL RESPONSIBILITIES

SimplexGrinnell shall perform maintenance Service(s) in accordance with the level of service selected by the CUSTOMER. This includes, where applicable, the repair, adjustment, or replacement, at SimplexGrinnell's sole option, of the Covered System(s).

### LIMITED WARRANTY

## SPECIAL PROVISIONS

SIMPLEXGRINNELL WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING.

Where SimplexGrinnell provides product or equipment of others, SimplexGrinnell will warrant the product or equipment only to the extent warranted by such third party.

#### **WARRANTY DISCLAIMER**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SIMPLEXGRINNELL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT SUPPORTED HEREUNDER. SIMPLEXGRINNELL MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT SIMPLEXGRINNELL'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

#### **LIMITATION OF LIABILITY**

It is understood and agreed by the CUSTOMER that SimplexGrinnell is not an insurer and that insurance, if any, covering personal injury and property damage on the CUSTOMER'S premises shall be obtained by the CUSTOMER; that SimplexGrinnell is being paid for the Services and/or maintenance of the Covered System(s) designed to reduce certain risks of loss. SimplexGrinnell is not guaranteeing that no loss will occur; and CUSTOMER agrees that SimplexGrinnell is not responsible for any losses which may occur.

#### **LIQUIDATED DAMAGES LIMITATIONS OF REMEDY**

SimplexGrinnell and CUSTOMER agree that it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the Covered System(s) or failure of any SimplexGrinnell device or failure to perform, or negligent performance of Services; if, notwithstanding the above provisions, there should arise any liability on the part of SimplexGrinnell, such liability shall be limited to an amount equal to two thousand five hundred dollars (\$2,500) or one half the Agreement price, whichever is less. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. IN NO EVENT SHALL SIMPLEXGRINNELL BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. SIMPLEXGRINNELL SHALL NOT BE RESPONSIBLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.

#### **INDEMNITY**

CUSTOMER agrees to indemnify, hold harmless and defend SimplexGrinnell against any and all losses, damages, costs and expenses including reasonable defense costs, arising from any claim that any acts or omissions of CUSTOMER caused personal injury, property damage or economic loss. SimplexGrinnell reserves the right to be represented in any such action by its own counsel at its own expense.

#### **FORCE MAJEURE**

SimplexGrinnell shall not be responsible for failure to render Services due to causes beyond its control including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of SimplexGrinnell.

#### **WAIVER OF SUBROGATION**

CUSTOMER does hereby for itself and all others claiming for it under this Agreement, release and discharge SimplexGrinnell from and against all hazards covered by all of CUSTOMER'S insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.

#### **ONE-YEAR LIMITATION ON ACTIONS; CHOICE OF LAW**

It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action and or claim arises, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory. The laws of New York shall govern the validity, enforceability, and interpretation of this Agreement.

#### **ASSIGNMENT**

The CUSTOMER may not assign this Agreement without SimplexGrinnell's prior written consent. SimplexGrinnell may assign this Agreement to an affiliate without obtaining CUSTOMER'S consent.

#### **REPORTS**

Where inspection and/or test services are selected, such inspection and/or test shall be completed on the SimplexGrinnell's then current Report form, which shall be given to the Customer, and, where applicable, SimplexGrinnell may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by SimplexGrinnell are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the covered System, equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the covered System and equipment and components lies with the Customer.

#### **WORK NOT INCLUDED**

Unless otherwise specified in this Agreement, the inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts or any field adjustments whatsoever nor does it include the correction of any deficiencies identified by SimplexGrinnell to Customer.

#### **SEVERABILITY**

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

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All specifications and other information shown were current as of publication, and are subject to change without notice.

MC1319-101-01

SPECIAL PROVISIONS







# PEST PREVENTION SERVICE AGREEMENT

NO. 1692
 C  
 O  
 T
**SERVICE ADDRESS**

ACT# 456

**BILLING ADDRESS**
 Mr.  Ms.  Mrs. First Name MI Last Name  
Villas of Spanish Springs

Date of Service Agreement

Name (Agent)

Phone

Property Address

City

State

County

Zip

Home Phone

Business Phone

Mailing Address

City

State

Zip

Service Center 31Telephone # 259-0500Route # oneGrid # F-4

Service Day

**1. SCOPE OF WORK**
 MASSEY will provide pest prevention services for  Roaches  Mice  Rats  Carpenter Ants  Pharaoh Ants  Other Ants  Pantry Pests  
 Silverfish  Fruit Flies Covered by recommended extra suc program
**2. AREAS TO BE TREATED**
FIRST 22 Villas & additional to be added on @ 15<sup>00</sup> per unit as completed.
**3. SCHEDULE**

MASSEY'S Service Technician(s) will render service as follows:

A. Initial Clean-Out Service Schedule Upon AcceptanceB. Follow-Up Service on Initial Clean-Out Service as neededC. Regular Treatments Schedule monthly**4. COMPANY COOPERATION AND PREPARATION**

Effective Pest Prevention Service requires Quality Sanitation, Good Storage Practices, and Good Structural Conditions to achieve a pest-free environment. We must have your cooperation in doing the following:

- A. Prepare for services by thoroughly cleaning the premises before our initial clean-out service and each service thereafter.
- B. Promptly correct any deficiencies in sanitation, storage practices and structural problems noted on our Inspection Service Reports.
- C. Allow our Service Technician(s) access to all locked areas.
- D. Arrange for Service Technician(s) access and egress to the premises.

**5. INSURANCE**

MASSEY carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.

**6. TERMS OF AGREEMENT**

- A. This Agreement will be effective for an original period of twelve (12) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month.
- B. If THE COMPANY is at any time dissatisfied with any area of MASSEY'S service, THE COMPANY may cancel service upon giving thirty (30) days written notice.

**7. GUARANTEED SATISFACTION** See reverse side of this agreement for explanation of MASSEY'S Pest Prevention Money Back Guarantee.
**8. SERVICE CHARGES**

A. The Cost for the services described herein shall be:

Services Charges		Equipment Charge(s)	
Initial Service Charge	<u>22 units x 15<sup>00</sup></u> \$ <u>330<sup>00</sup></u>	Items Purchased:	<u>None</u>
Monthly Service Charge	\$ <u>330<sup>00</sup></u> x 11 mos. \$ <u>3630<sup>00</sup></u>	Amount Each \$	
Annual Amount	<u>3960<sup>00</sup></u>	Purchase Amount # _____ x \$ _____ ea = \$	
5% Discount for Advance Payment	\$ ( <u>198<sup>00</sup></u> )	Sales Tax	\$
Sales Tax	<u>7%</u>	Amt. Remitted w/Agreement	\$
Amt. Remitted w/Agreement	<u>TO BE Billed</u>		

B. MASSEY reserves the right to adjust the monthly service charge anytime due to structural additions and/or modifications. MASSEY also reserves the right to adjust the monthly service charge after the first year of this agreement.

**9. PAYMENT TERMS**

- A. Method of payment:  Year in Advance Payment less 5% discount  Monthly Invoice  Remit to Service Technician
- B. Invoices are mailed the beginning of each month and include the current month's charge. Invoices may be paid immediately or at the time service is rendered.
- C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

 Accepted for: MASSEY SERVICES, INC. Don Spindler & John K Date 12-16-98  
 Address 1606 OAK MEADOWS LANE  
The Villages FL 32159  
 City 352- State 259-0500 Zip

 Accepted for: The COMPANY Bobby Hoopl Date 12-17-98

Approved by: MASSEY General Manager

Date



# PEST PREVENTION SERVICE AGREEMENT

Part # 9911  
 0  
 0  
 1

ACCT ~~1234~~ PHASE II NO. 1-20-99  
 SERVICE ADDRESS BILLING ADDRESS

Villas OF SPANISH SPRINGS

Mr.  Ms.  Mrs. First Name MI Last Name Date of Service Agreement  
1202 thru 1241 AUENIDA DE LAS CASA The Villages 352-750-9455  
 Property Address Name (Agent) Phone  
The Villages FL LAKE 32159 1100 MAIN ST  
 City State County Zip Mailing Address  
 ( ) 352 750-1636 The Villages FL 32159  
 Home Phone Business Phone City State Zip  
 Service Center 31 Telephone # 254-0500 Route # ONE Grid # F-4 Service Day

### 1. SCOPE OF WORK

MASSEY will provide pest prevention services for  Roaches  Mice  Rats  Carpenter Ants  Pharaoh Ants  Other Ants  Pantry Pests  
 Silverfish  Fruit Flies covered by recommended extra suc program extra chg.

### 2. AREAS TO BE TREATED

25- Villas SECOND GRID INTERIOR INITIAL SUC

Monthly SERVICE EXTERIOR - TREAT + INSPECT INTERIORS AS NEEDED

### 3. SCHEDULE

MASSEY'S Service Technician(s) will render service as follows:  
 A. Initial Clean-Out Service Schedule Upon Acceptance  
 B. Follow-Up Service on Initial Clean-Out Service AS NEEDED N/C  
 C. Regular Treatments Schedule MONTHLY

### 4. COMPANY COOPERATION AND PREPARATION

Effective Pest Prevention Service requires Quality Sanitation, Good Storage Practices, and Good Structural Conditions to achieve a pest-free environment. We must have your cooperation in doing the following:

- A. Prepare for services by thoroughly cleaning the premises before our initial clean-out service and each service thereafter.
- B. Promptly correct any deficiencies in sanitation, storage practices and structural problems noted on our Inspection Service Reports.
- C. Allow our Service Technician(s) access to all locked areas.
- D. Arrange for Service Technician(s) access and egress to the premises.

### 5. INSURANCE

MASSEY carries comprehensive General Liability Insurance. Upon request, we will furnish a "Certificate of Insurance" showing coverage in effect.

### 6. TERMS OF AGREEMENT

- A. This Agreement will be effective for an original period of twelve (12) months and, unless written notice is given by either party thirty (30) days prior to the anniversary date of the agreement, it shall renew itself from month to month.
- B. If THE COMPANY is at any time dissatisfied with any area of MASSEY'S service, THE COMPANY may cancel service upon giving thirty (30) days written notice.

### 7. GUARANTEED SATISFACTION

See reverse side of this agreement for explanation of MASSEY'S Pest Prevention Money Back Guarantee.

### 8. SERVICE CHARGES

A. The Cost for the services described herein shall be:

Services Charges		Equipment Charge(s)	
Initial Service Charge	<u>25 UNITS X 15<sup>00</sup></u> \$ <u>375<sup>00</sup></u>	Items Purchased:	<u>None</u>
Monthly Service Charge	\$ <u>375<sup>00</sup></u> x 11 mos. \$ <u>4125<sup>00</sup></u>	Amount Each \$	
Annual Amount	<u>4500<sup>00</sup></u>	Purchase Amount # _____ x \$ _____ ea = \$	
5% Discount for Advance Payment	\$ <u>(225)</u>	Sales Tax	\$
Sales Tax	<u>7.0%</u> <u>375<sup>00</sup> + 7.0%</u> \$	Amt. Remitted w/Agreement	\$
Amt. Remitted w/Agreement	<u>TO BE BILLED</u> \$ <u>401.25</u>		

B. MASSEY reserves the right to adjust the monthly service charge anytime due to structural additions and/or modifications. MASSEY also reserves the right to adjust the monthly service charge after the first year of this agreement.

### 9. PAYMENT TERMS

- A. Method of payment:  Year in Advance Payment less 5% discount  Monthly Invoice  Remit to Service Technician
- B. Invoices are mailed the beginning of each month and include the current month's charge. Invoices may be paid immediately or at the time service is rendered.
- C. A late fee of one and one-half percent (1.5%) will be assessed monthly on all account balances over 30 days.

Accepted for: MASSEY SERVICES, INC. Date  
Don D. Donmore  
 Address 1006 OAK MEADOWS  
The Villages FL 32159  
 City State Zip  
352-254-0500  
 Home Phone

Accepted For: The COMPANY Date 1-20-99  
[Signature]  
 Approved by: MASSEY General Manager Date 1-20-99



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter

1/47

Owner 1102 Avenida De Las Casas

Agent \_\_\_\_\_

Treated Property \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip Lady Lake, FL

City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50556	6/1/98		\$120.00	28582

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ \_\_\_\_\_ for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure, on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided . . .

- a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and . . .
- b. MASSEY personnel verifies the evidence before it is altered or destroyed.
- c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where . . .
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclisitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998  
Leesburg, FL

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

In the presence of Betty Asbury-Brinkley  
By Tom Zube  
Authorized Agent of MASSEY SERVICES, INC.

By Walter J. Massey  
President and CEO  
Executed at Orlando, Florida





# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter

Owner 1104 Avenida De Las Casas

Agent 1/46

Treated Property Lady Lake, FL 32159

Mailing Address

City, State, Zip

City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50555	6/1/98		\$120.00	28583

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...

- a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
- a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.

C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

Leesburg, FL

in the presence of Betty Asbury-Brinkley

By Walter J. Massey  
President and CEO  
Executed at Orlando, Florida

By Tom Zoh  
Authorized Agent of MASSEY SERVICES, INC.



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Owner 1106 Avenida De Las Casas  
Villages of Lake/Sumter

Agent 1/45

Treated Property Lady Lake, FL 32159

Mailing Address \_\_\_\_\_

City, State, Zip Lady Lake, FL 32159

City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50554	6/1/98		\$120.00	28584

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...

- a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
- a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

at Leesburg, FL

in the presence of Betty Asbury-Brinkley

By Wayne L. Massey  
President and CEO  
Executed at Orlando, Florida

By Jim Job  
Authorized Agent of MASSEY SERVICES, INC.



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

1/44

Plages of Lake/Sumter

Owner: 1108 Avenida De Las Casas Agent

Treated Property: Lady Lake, FL 32159 Mailing Address

City, State, Zip: City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50553	6/1/98		\$120.00	28581

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

Leesburg, FL

the presence of Betty Asbury-Brinkley

By Wayne J. Massey  
President and CEO  
Executed at Orlando, Florida

By Tom Zuh  
Authorized Agent of MASSEY SERVICES, INC.



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter

Owner  
1110 Avenida De Las Casas  
Treated Property  
Lady Lake, FL 32159  
City, State, Zip

1/43  
Agent  
Mailing Address  
City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50552	6/1/98		\$120.00	28580

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided:
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and ...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where:
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath or frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required as a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998  
Leesburg, FL

In the presence of Betty Asbury=Brinkley  
By: [Signature] Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

By: [Signature] President and CEO  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter  
Owner: 1112 Avenida De Las Casas  
Treated Property: Lady Lake, FL 32159  
City, State, Zip

2/42  
Agent  
Mailing Address  
City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50634	6/12/98		\$120.00	26804

- TREATMENT**  
This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.
- FULL PROTECTION**
  - The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
  - The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
  - The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
  - Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.
- REINSPECTIONS**
  - During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
  - The Owner agrees to make the treated structure available for reinspection.
- RETREATMENT**
  - MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.
- FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY**
  - MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided:
    - Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
    - MASSEY personnel verifies the evidence before it is altered or destroyed.
    - All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
  - This future damage repair Guarantee will apply to all areas of the structure except those area(s) where:
    - Wood members of the structure are in direct contact with the soil, whether visible or not.
    - Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
    - Damage results from masonry failure or grade alteration(s).
    - A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
  - This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.
- TRANSFER OF OWNERSHIP**
  - MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
  - MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.
- STRUCTURAL ADDITIONS AND/OR MODIFICATIONS**
  - In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
  - In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

**EXCLUSIONS**  
Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Incisitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98  
at Leesburg, FL  
in the presence of Betty Asbury-Brinkley  
By [Signature] Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee  
By [Signature] President and CEO  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter  
Owner 1114 Avenida De Las Casas  
Treated Property Lady Lake, FL 32159  
City, State, Zip

2/41  
Agent  
Mailing Address  
City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50633	6/12/98		\$120.00	26807

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

**EXCLUSIONS**

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Incliterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98  
at Leesburg, FL  
in the presence of Betty Asbury-Brinkley  
By [Signature] Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee  
By [Signature] President and CEO  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

2/40

Owner Villages of Lake/Sumter

Agent \_\_\_\_\_

Treated Property 1116 Avenida De Las Casas

Mailing Address \_\_\_\_\_

City, State, Zip Lady Lake, FL 32159

City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50632	6/12/98		\$120.00	26806

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided:
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and ...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where:
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclisiterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

Leesburg, FL

in the presence of Betty Asbury-Brinkley

By Wayne L. Massey  
President and CEO  
Executed at Orlando, Florida

By Tom Zuck  
Authorized Agent of MASSEY SERVICES, INC.





# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Owner Villages of Lake/Sumter  
1118 Avenida De Las Casas

Agent 2/39

Treated Property Lady Lake, FL 32159  
City, State, Zip

Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50629	6/12/98		\$120.00	26803

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...

- a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and ...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
- a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.

C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required as a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclitaterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

In the presence of Betty Asbury-Brinkley

By Wayne J. Massey  
President and CEO  
Executed at Orlando, Florida

By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.





# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Owner Villages of Lake/Sumter  
1120 Avenida De Las Casas  
 Treated Property Lady Lake, FL 32159  
 City, State, Zip

2/38  
 Agent \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50630	6/12/98		\$120.00	26812

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998  
 at Leesburg, FL  
 In the presence of Betty Asbury-Brinkley  
 By [Signature]  
 Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
 hereby guarantees the fulfillment of the Terms of this Guarantee  
 By [Signature]  
 President and CEO  
 Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter

~~0000~~ 2/37

Owner 1122 Avenida De Las Casas

Agent

Treated Property Lady Lake, FL 32159

Mailing Address

City, State, Zip

City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50628	6/12/98		\$120.00	26813

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclisiterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

Leesburg, FL

In the presence of Betty Asbury-Brinkley

By Tom Zeth  
Authorized Agent of MASSEY SERVICES, INC.

By Walter L. Massey  
President and CEO  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter

Owner  
1124 Avenida De Las Casas

3/31  
Agent

Treated Property  
Lady Lake, FL 32159

Mailing Address

City, State, Zip

City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50647	6/17/98		\$120.00	26831

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date Indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...

- a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
- b. MASSEY personnel verifies the evidence before it is altered or destroyed.
- c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Incisiterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

at Leesburg, FL

in the presence of Betty Asbury-Brinkley

By Walter L. Massey  
President and CEO  
Executed at Orlando, Florida

By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.





# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter

3/34

Owner 1128 Avenida De Las Casas

Agent \_\_\_\_\_

Treated Property Lady Lake, FL 32159  
City, State, Zip

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50645	6/17/98		\$120.00	26827

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Incliterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98  
at Leesburg, FL

In the presence of Betty Asbury-Brinkley  
By Tom Jap  
Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

By Walter L. Massey  
President and CEO  
Executed at Orlando, Florida



# Subterranean Termite Soil Treatment Total Protection Guarantee

Villages of Lake/Sumter

4/23

Owner  
1130 Avenida De Las Casas

Agent

Treated Property

Mailing Address

City State Zip  
LADY Lake, FL 32159

City State Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50709	6/26/98		\$120.00	25473

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. TOTAL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving the Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of this Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided. . .
  - a. Damage was caused by Subterranean Termites (*Retculitermes*, *Heterotermes*), and . . .
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where. . .
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Stucco on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 6. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 7. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation, or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required as a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclisiterms*), Dampwood Termites, Old House Borers and Powder Post Beetles are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October 19 98

MASSEY SERVICES, INC.

hereby guarantees the fulfillment of the Terms of this Guarantee.

Leesburg, FL

in the presence of Betty Asbury-Brinkley

By Walter J. Massey  
President and CEO  
Executed at Orlando, Florida

By Tom Zuck  
Authorized Agent of MASSEY SERVICES, INC.



# Subterranean Termite Soil Treatment Total Protection Guarantee

Villages of Lake/Sumter

4/32

Owner  
1132 Avenida De Las Casas

Agent

Treated Property  
Lady Lake, FL 32159

Mailing Address

City State Zip

City State Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50708	6/26/98		\$120.00	25472

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. TOTAL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving the Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of this Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided.
  - a. Damage was caused by Subterranean Termites (*Reticulitermes*, *Heterotermes*), and ...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where.
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Stucco on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 6. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 7. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation, or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required as a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclitermes*), Dampwood Termites, Old House Borers and Powder Post Beetles are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October 19 98

Leesburg, FL

in the presence of Betty Asbury-Brinkley

By Tom Zato  
Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.

hereby guarantees the fulfillment of the Terms of this Guarantee.

By Wayne J. Massey  
President and CEO  
Executed at Orlando, Florida





# Subterranean Termite Soil Treatment Total Protection Guarantee

Villages of Lake/Sumter

4/31

Owner  
1134 Avenida De Las Casas

Agent

Treated Property  
Lady Lake, FL 32159

Mailing Address

City State Zip

City State Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50707	6/26/98		\$120.00	25471

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. TOTAL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving the Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of this Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by Subterranean Termites (*Reticulitermes*, *Heterotermes*), and ...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Stucco on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 6. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 7. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation, or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required as a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclitermes*), Dampwood Termites, Old House Borers and Powder Post Beetles are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

MASSEY SERVICES, INC.

Leesburg, FL

hereby guarantees the fulfillment of the Terms of this Guarantee.

in the presence of Betty Asbury-Brinkley

By Harry J. Massey  
President and CEO  
Executed at Orlando, Florida

By Tom Zolt  
Authorized Agent of MASSEY SERVICES, INC.





# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter  
 Owner 1136 Avenida De Las Casas  
 Treated Property Lady Lake, FL 32159  
 City, State, Zip

5/30  
 Agept  
 Mailing Address  
 City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50582	6/4/98		\$120.00	28608

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 6. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 7. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Incisitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

MASSEY SERVICES, INC.  
 hereby guarantees the fulfillment of the Terms of this Guarantee

at Leesburg, FL

In the presence of Betty Asbury-Brinkley

By Wayne J. Massey  
 President and CEO  
 Executed at Orlando, Florida

By [Signature]  
 Authorized Agent of MASSEY SERVICES, INC.



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Plages of Lake/Sumter  
 Owner 1138 Avenida De Las Casas Agent 5/29  
 Treated Property Lady Lake, FL 32159 Mailing Address  
 City, State, Zip City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50581	6/4/98		\$120.00	28607

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 6. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 7. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Incisiterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

at Leesburg, FL  
 in the presence of Betty Asbury-Brinkley  
 By Tom Zolt  
 Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
 hereby guarantees the fulfillment of the Terms of this Guarantee

By Walter J. Massey  
 President and CEO  
 Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter  
Owner  
1140 Avenida De Las Casas  
Treated Property  
Lady Lake, FL 32159  
City, State, Zip

5/28  
Agent  
Mailing Address  
City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50580	6/4/98		\$120.00	28606

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required as a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kalotermites*, *Incisitermites*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

at Leesburg, FL

in the presence of Betty Asbury-Brinkley

By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

By [Signature]  
President and CEO  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Owner Villages of Lake/Sumter  
1142 Avenida De Las Casas  
Treated Property Lady Lake, FL 32159  
City, State, Zip

5/27  
Agent \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
	6/4/98		\$120.00	28615

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - i. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Halotermes*, *Inclisitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

at Leesburg, FL

the presence of Betty Asbury-Brinkley

By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

By [Signature]  
President and CEO  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter  
Owner 1144 Avenida De Las Casas

5/26  
Agent

Treated Property Lady Lake, FL 32159

Mailing Address

City, State, Zip

City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
	6/4/98		\$120.00	28614

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required as a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Incisitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

at Leesburg, FL

in the presence of Betty Asbury-Brinkley

By *[Signature]*  
Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

By *[Signature]*  
President and CEO  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter  
Owner 1202 Avenida De Las Casas  
Treated Property Lady Lake, FL 32159  
City, State, Zip

6/25  
Agent \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50738	7/1/98		\$120.00	28655

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclisiterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

at Leesburg, FL

in the presence of Betty Asbury-Brinkley

By Wayne J. Massey  
President and CEO  
Executed at Orlando, Florida

By Tom Job  
Authorized Agent of MASSEY SERVICES, INC.



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Owner Villages of Lake/Sumter  
1204 Avenida De Las Casas  
 Treated Property Lady Lake, FL 32159  
 City, State, Zip

6/24  
 Agent \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50739	7/2/98		\$120.00	28652

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided:
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and ...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where:
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98  
 at Leesburg, FL

MASSEY SERVICES, INC.  
 hereby guarantees the fulfillment of the Terms of this Guarantee

in the presence of Betty Asbury-Brinkley

By Gorm Zeb  
 Authorized Agent of MASSEY SERVICES, INC.

By Walter J. Massey  
 President and CEO  
 Executed at Orlando, Florida





# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter  
 Owner 1206 Avenida De Las Casas  
 Treated Property Lady Lake, FL 32159  
 City, State, Zip

6/23  
 Agency  
 Mailing Address  
 City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50753	7/2/98		\$120.00	28653

1. TREATMENT  
 This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.
2. FULL PROTECTION
  - A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
  - B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
  - C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
  - D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.
3. REINSPECTIONS
  - A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
  - B. The Owner agrees to make the treated structure available for reinspection.
4. RETREATMENT
  - A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.
5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY
  - A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
    - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
    - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
    - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
  - B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
    - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
    - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
    - c. Damage results from masonry failure or grade alteration(s).
    - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
  - C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.
5. TRANSFER OF OWNERSHIP
  - A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
  - B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.
6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS
  - A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
  - B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

**EXCLUSIONS**  
 Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Incisitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98  
 at Leesburg, FL  
 in the presence of Leesburg, FL  
 By Tom Jaks  
 Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
 hereby guarantees the fulfillment of the Terms of this Guarantee  
 By Walter L. Massey  
 President and CEO  
 Executed at Orlando, Florida





# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Owner Villages of Lake/Sumter Agent 6/22  
 Treated Property 1208 Avenida De Las Casas  
Lady Lake, FL 32159 Mailing Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50752	7/2/98		\$120.00	28654

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided:
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and ...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where:
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclisiterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

at Leesburg, FL

in the presence of Betty Asbury-Brinkley

By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

By [Signature]  
President and CEO  
Executed at Orlando, Florida



# Subterranean Termite Soil Treatment Total Protection Guarantee

Owner: Villages of Lake/Sumter Agent: 7/21  
1210 Avenida De Las Casas  
 Treated Property: Lady Lake, FL 32159 Mailing Address:  
 City: Lady Lake State: FL Zip: 32159 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
31-50798	7/14/98		\$120.00	12503

- TREATMENT**  
This will confirm that the above-referenced property was pretreated for subterranean termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentrate rate, method and application comply in every respect with the current regulations and the termiticide label as approved by E.P.A. and the State of Florida.
- TOTAL PROTECTION**
  - The initial treatment is guaranteed for a period of one (1) year and MASSEY agrees to offer the Owner an option to renew this Guarantee each year thereafter for an additional four (4) years.
  - The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee each year thereafter by giving the Owner advance notice.
  - The Owner must pay the annual renewal fee on or before the due date (anniversary of the closing date) or this Guarantee will be terminated.
  - Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this protection on a year-to-year basis, beyond the initial 5-year period.
- REINSPECTIONS**
  - During the effective period of this Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
  - The Owner agrees to make the treated structure available for reinspection.
- RETREATMENT**
  - MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the protection is in force.
- FUTURE DAMAGE REPAIRS**
  - MASSEY guarantees to provide protection against NEW SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS. MASSEY will make such repairs as necessary to correct new damage provided...
    - Damage was caused by the subterranean termites (Reticulitermes, Heterotermes) after date of initial treatment.
    - MASSEY finds the damaged area(s) infested with live subterranean termites.
    - MASSEY personnel verify the evidence before it is altered or destroyed.
    - All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
  - This future damage repair Guarantee will apply to all areas of the building except those area(s) where...
    - Wood members of the building are in direct contact with the ground.
    - Construction consists of stucco on frame below exterior grade.
    - Damage results from masonry failure or grade alterations.
    - A water problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying water for the termites to survive without returning to the ground.
    - Specific area(s) of the structure have been excluded on the graph.
  - This Guarantee provides for future damage protection against subterranean termite damage up to an aggregate amount of \$250,000 over the renewable life of this guarantee.
- TRANSFER OF OWNERSHIP**
  - MASSEY agrees to transfer this Guarantee to the new Owner, provided MASSEY is notified by the new Owner. In the event the new Owner fails to request continued coverage or does not pay the annual fee, this Guarantee will terminate automatically as of the date of change of ownership.
  - MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.
- STRUCTURAL ADDITIONS AND/OR MODIFICATIONS**
  - In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation, or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or for any additional treatments required as a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
  - In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

**EXCLUSIONS:**

A. Formosan Termites (Coptotermes), Drywood Termites (Kaloterms, Incisitermes), Dampwood Termites, Old House Borers and Powder Post Beetles are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

Lady Lake, FL  
 the presence of Betty Asbury-Brinkley  
 By [Signature]  
 Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
 hereby guarantees the fulfillment of the Terms of this Guarantee.

By [Signature]  
 President and CEO  
 Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter  
Owner  
1212, Avenida De Las Casas

7/20  
Agent

Treated Property  
Lady Lake, FL 32159  
City, State, Zip

Mailing Address  
City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50803	7/14/98		\$120.00	26930

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclisiterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

at Lady Lake, FL  
In the presence of Betty Asbury-Brinkley

By Wayne J. Massey  
President and CEO  
Executed at Orlando, Florida

By Tom Job  
Authorized Agent of MASSEY SERVICES, INC.



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter

7/19

Owner 1214 Avenida De Las Casas  
Treated Property Lady Lake, FL 32159  
City, State, Zip

Agent \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50799	7/14/98		\$120.00	26937

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided:
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and ...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where:
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 6. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 7. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inciditerms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998  
at Leesburg, FL

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

in the presence of Betty Asbury-Brinkley  
By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.

By [Signature]  
President and CEO  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Owner Villages of Lake/Sumter 7/18  
1216 Avenida De Las Casas Agent  
 Treated Property \_\_\_\_\_ Mailing Address \_\_\_\_\_  
Lady Lake, FL 32159 City, State, Zip \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50800	7/14/98		\$120.00	26936

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof: Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided . . .

- a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and . . .
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where . . .
- a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

at Lady Lake, FL

in the presence of Betty Asbury-Brinkley

By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

By [Signature]  
President and CEO  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter

Owner 1218 Avenida De Las Casas

8/17  
Agent

Treated Property Lady Lake, FL 32159

Mailing Address

City, State, Zip

City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50665	6/20/98		\$120.00	26859

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on/or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required as a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

Leesburg, FL

in the presence of Betty Ashbury-Brinkley

By [Signature] Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC. hereby guarantees the fulfillment of the Terms of this Guarantee

By [Signature] President and CEO Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Owner: Villages of Lake/Sumter  
1220 Avenida De Las Casas  
Treated Property: Lady Lake, FL 32159  
City, State, Zip:

8/16  
Agent:  
Mailing Address:  
City, State, Zip:

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50668	6/20/98		\$120.00	26856

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Incisiterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

at Leesburg, FL

In the presence of Betty Asbury-Brinkley

By [Signature] Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC. hereby guarantees the fulfillment of the Terms of this Guarantee

By [Signature] President and CEO Executed at Orlando, Florida





# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter  
 Owner 1222 Avenida De Las Casas  
 Treated Property Lady Lake, FL 32159  
 City, State, Zip

8/15  
 Agent \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50667	6/20/98		\$120.00	26857

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Incisiterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

MASSEY SERVICES, INC.  
 hereby guarantees the fulfillment of the Terms of this Guarantee

at Leesburg, FL

in the presence of Betty Asbury-Brinkley

By Walter J. Massey  
 President and CEO  
 Executed at Orlando, Florida

By Tom Zub  
 Authorized Agent of MASSEY SERVICES, INC.





# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

8/14

Owner 1224 Avenida De Las Casa  
Treated Property Lady Lake, FL 32159  
City, State, Zip

Agent \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50669	6/20/98		120.00	29300

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided ...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and ...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where ...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

#### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclisiterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98  
at Lady Lake, FL

In the presence of Betty Asbury-Brinkley  
By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

By [Signature]  
President and CEO  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter  
Owner  
1226 Avenida De Las Casas  
Treated Property  
Lady Lake, FL 32159  
City, State, Zip

8/13  
Agent  
Mailing Address  
City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50664	6/20/98		\$120.00	26860

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclisiterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

at Leesburg, FL

In the presence of Betty Asbury-Brinkley

By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

By [Signature]  
President and CEO  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumer  
 Owner 1228 Avenida De Las Casas  
 Treated Property Lady Lake, FL 32159  
 City, State, Zip

8/12  
 Agent  
 Mailing Address  
 City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50670	6/20/98		\$120.00	26854

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

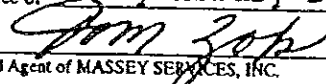
### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

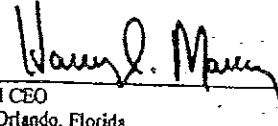
### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclisiterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98  
 Leesburg, FL

In the presence of Betty Asbury-Brinkley  
 By   
 Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
 hereby guarantees the fulfillment of the Terms of this Guarantee

By   
 President and CEO  
 Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

9/11

Owner Villages of Lake/Sunter  
1230 Avenida De Las Casas  
Treated Property Lady Lake, FL 32159  
City, State, Zip

Agent \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50604	6/8/98		\$120.00	28633

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclisiterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

at Leesburg, FL

In the presence of Betty Ashbury-Brinkley

By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

By [Signature]  
President and CEO  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter 9/10  
 Owner Agent  
 1232 Avenida De Las Casa  
 Treated Property Mailing Address  
 Lady Lake, FL 32159  
 City, State, Zip City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50611	6/8/98		\$120.00	28630

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 6. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 7. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inciditerms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

Leesburg, FL

the presence of Betty Asbury-Brinkley

By Walter L. Massey  
President and CEO  
Executed at Orlando, Florida

By Tom Zapp  
Authorized Agent of MASSEY SERVICES, INC.



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

9/9

Owner Villages of Lake/Sumter  
1234 Avenida De Las Casa  
Treated Property Lady Lake, FL 32159  
City, State, Zip

Agent \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50605	6/8/98		\$120.00	28628

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 6. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 7. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98  
at Leesburg, FL

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

In the presence of Betty Asbury-Brinkley  
By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.

By [Signature]  
President and CEO  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

9/8

Villages of Lake/Sumter

Owner: 1236 Avenida De Las Casas

Agent

Treated Property: Lady Lake, FL 32159

Mailing Address

City, State, Zip

City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50607	6/8/98		\$120.00	28632

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Incisiterms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

MASSEY SERVICES, INC. hereby guarantees the fulfillment of the Terms of this Guarantee

at Leesburg, FL

In the presence of Betty Asbury-Brinkley

By Wayne L. Massey  
President and CEO  
Executed at Orlando, Florida

By Tom Zuba  
Authorized Agent of MASSEY SERVICES, INC.





# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter

9/7

Owner 1238 Avenida De Las Casas

Agent

Treated Property Lady Lake, FL 32159

Mailing Address

City, State, Zip

City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50606	6/8/98		\$120.00	28631

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided:
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and ...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where:
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required as a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inciditerms*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

MASSEY SERVICES, INC. hereby guarantees the fulfillment of the Terms of this Guarantee

at Leesburg, FL

In the presence of Betty Asbury-Brinkley

By Walter J. Massey  
President and CEO  
Executed at Orlando, Florida

By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.





# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter

10/6

Owner  
1231 Avenida De Las Casas

Agent

Treated Property  
Lady Lake, FL 32159

Mailing Address

City, State, Zip

City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50785	7/10/98		\$120.00	26917

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided ...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and ...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where ...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Incisitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

at Leesburg, FL

In the presence of Betty Asbury-Brinkley

By Walter J. Massey  
President and CEO  
Executed at Orlando, Florida

By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.

10/4



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sunter

Owner: 1235 Avenida De Las Casas Agent: \_\_\_\_\_

Treated Property: Lady Lake, FL 32159 Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50783	7/10/98		\$120.00	26919

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kalotermites*, *Incisitermites*), Dampwood Termites, Old House Bores, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998  
at Leesburg, FL

In the presence of Betty Asbury-Brinkley  
By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

By [Signature]  
President and CEO,  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter  
 Owner 233 Avenida De Las Casas Agent 10/5  
 Treated Property Lady Lake, FL 32159 Mailing Address  
 City, State, Zip City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50784	7/10/98		\$120.00	26918

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided ...
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and ...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where ...
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

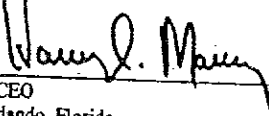
Executed this 8th day of October, 1998

at Leesburg, FL

in the presence of Betty Asbury-Brinkley

By   
Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee

By   
President and CEO  
Executed at Orlando, Florida



# Subterranean Termite Soil Treatment Total Protection Guarantee

Villages of Lake/Sumter

Owner  
1241 Avenida De Las V Casas

Agent

Treated Property  
Lady Lake, FL 32159

Mailing Address

City State Zip

City State Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
31-50666	6/20/98		\$120.00	12501

**1. TREATMENT**

This will confirm that the above-referenced property was pretreated for subterranean termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above designated property and that the termiticide used in the treatment, its concentrate rate, method and application comply in every respect with the current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

**2. TOTAL PROTECTION**

- A. The initial treatment is guaranteed for a period of one (1) year and MASSEY agrees to offer the Owner an option to renew this Guarantee each year thereafter for an additional four (4) years.
- B. The annual renewal fee will be \$120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee each year thereafter by giving the Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the due date (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this protection on a year-to-year basis, beyond the initial 5-year period.

**3. REINSPECTIONS**

- A. During the effective period of this Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

**RETREATMENT**

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the protection is in force.

**5. FUTURE DAMAGE REPAIRS**

- A. MASSEY guarantees to provide protection against NEW SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the subterranean termites (Reticulitermes, Heterotermes) after date of initial treatment.
  - b. MASSEY finds the damaged area(s) infested with live subterranean termites.
  - c. MASSEY personnel verify the evidence before it is altered or destroyed.
  - d. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the building except those area(s) where...
  - a. Wood members of the building are in direct contact with the ground.
  - b. Construction consists of stucco on frame below exterior grade.
  - c. Damage results from masonry failure or grade alterations.
  - d. A water problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying water for the termites to survive without returning to the ground.
  - e. Specific area(s) of the structure have been excluded on the graph.
- C. This Guarantee provides for future damage protection against subterranean termite damage up to an aggregate amount of \$250,000 over the renewable life of this guarantee.

**6. TRANSFER OF OWNERSHIP**

- A. MASSEY agrees to transfer this Guarantee to the new Owner, provided MASSEY is notified by the new Owner. In the event the new Owner fails to request continued coverage or does not pay the annual fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

**7. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS**

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation, or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or for any additional treatments required as a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

**EXCLUSIONS:**

- A. Formosan Termites (Coptotermes), Drywood Termites (Kaloterms), Incisiterms, Dampwood Termites, Old House Borers and Powder Post Beetles are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 1998

at Lady Lake, FL

in the presence of Betty Asbury-Brinkley

Tom Zales  
Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.

hereby guarantees the fulfillment of the Terms of this Guarantee.

By Wayne J. Murphy  
President and CEO  
Executed at Orlando, Florida



# SUBTERRANEAN TERMITE SOIL TREATMENT FULL PROTECTION GUARANTEE

Villages of Lake/Sumter

11/2

Owner 1239 Avenida De Las Casas

Agent

Treated Property Lady Lake, FL 32159  
City, State, Zip

Mailing Address

City, State, Zip

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
50671	6/20/98		\$120.00	26853

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for Subterranean Termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentration rate, method and application comply in every respect with current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. FULL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year. Thereafter, MASSEY agrees to offer the Owner an option to renew this Guarantee each year for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee for each of the remaining two (2) years by giving Owner advance notice.
- C. The Owner must pay the annual renewal fee on/or before the end of the expiration month (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this Guarantee on a year-to-year basis, beyond the initial five (5) year period.

### 3. REINSPECTIONS

- A. During the effective period of the Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary, or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### 4. RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the Guarantee is in force.

### 5. FUTURE DAMAGE REPAIRS/LIMITATION OF LIABILITY

- A. MASSEY guarantees to provide protection against SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS subject to the General Terms and Conditions listed on the reverse side hereof. Failure of Owner to comply with the General Terms and Conditions shall render this Guarantee null and void. MASSEY will make such repairs as necessary to correct new damage provided:
  - a. Damage was caused by the Subterranean Termites (*Reticulitermes*, *Heterotermes*), and ...
  - b. MASSEY personnel verifies the evidence before it is altered or destroyed.
  - c. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the structure except those area(s) where:
  - a. Wood members of the structure are in direct contact with the soil, whether visible or not.
  - b. Damage resulting from stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials are in contact with the soil or covering interior or exterior foundation walls in such a way as to provide termites with hidden or protected access to the structure, whether visible or not.
  - c. Damage results from masonry failure or grade alteration(s).
  - d. A moisture problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying moisture for the termites to survive without returning to the ground.
- C. This Guarantee provides for future damage protection against Subterranean Termite damage up to \$50,000 per occurrence with a maximum aggregate amount of \$250,000 over the renewable life of this Guarantee.

### 5. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner upon payment of a \$95.00 transfer fee. In the event the new Owner fails to request transfer and pay the transfer fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 6. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or any additional treatments required a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS

Formosan Termites (*Coptotermes*), Drywood Termites (*Kaloterms*, *Inclitermes*), Dampwood Termites, Old House Borers, Powder Post Beetles and Fungus are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

MASSEY SERVICES, INC. hereby guarantees the fulfillment of the Terms of this Guarantee

at Leesburg, FL

In the presence of Betty Asbury-Brinkley

By Walter J. Massey  
President and CEO  
Executed at Orlando, Florida

By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.



# Subterranean Termite Soil Treatment Total Protection Guarantee

11/3

Villages of Lake/Sumter

Owner \_\_\_\_\_

Agent \_\_\_\_\_

1237 Avenida De Las Casas

Treated Property \_\_\_\_\_

Mailing Address \_\_\_\_\_

Lady Lake, FL 32159

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Customer Number	Treatment Date	Closing Date	Annual Renewal Fee	Guarantee Number
31-50672	6/20/98		\$120.00	12502

### 1. TREATMENT

This will confirm that the above-referenced property was pretreated for subterranean termites on the Treatment Date indicated above. MASSEY does hereby guarantee that the soil has been treated on the above-designated property and that the termiticide used in the treatment, its concentrate rate, method and application comply in every respect with the current regulations and the termiticide label as approved by E.P.A. and the State of Florida.

### 2. TOTAL PROTECTION

- A. The initial treatment is guaranteed for a period of one (1) year and MASSEY agrees to offer the Owner an option to renew this Guarantee each year thereafter for an additional four (4) years.
- B. The annual renewal fee will be \$ 120.00 for the second and third year with MASSEY reserving the right to adjust the annual renewal fee each year thereafter by giving the Owner advance notice.
- C. The Owner must pay the annual renewal fee on or before the due date (anniversary of the closing date) or this Guarantee will be terminated.
- D. Based on the mutual consent of both MASSEY and the Owner, MASSEY reserves the right to offer the Owner an option to renew this protection on a year-to-year basis, beyond the initial 5-year period.

### 3. REINSPECTIONS

- A. During the effective period of this Guarantee, MASSEY will reinspect the treated structure at such intervals as MASSEY may deem necessary or annually upon the Owner's request. No failure on the part of the Owner to request reinspection shall, in any way, affect the Owner's rights under this Guarantee.
- B. The Owner agrees to make the treated structure available for reinspection.

### RETREATMENT

- A. MASSEY guarantees to perform any retreatment found necessary at no additional cost to the Owner as long as the protection is in force.

### 5. FUTURE DAMAGE REPAIRS

- A. MASSEY guarantees to provide protection against NEW SUBTERRANEAN TERMITE DAMAGE TO THE STRUCTURE AND CONTENTS. MASSEY will make such repairs as necessary to correct new damage provided...
  - a. Damage was caused by the subterranean termites (Reticulitermes, Heterotermes) after date of initial treatment.
  - b. MASSEY finds the damaged area(s) infested with live subterranean termites.
  - c. MASSEY personnel verify the evidence before it is altered or destroyed.
  - d. All repair work will be performed or supervised by MASSEY personnel only, unless otherwise agreed upon in writing.
- B. This future damage repair Guarantee will apply to all areas of the building, except those area(s) where...
  - a. Wood members of the building are in direct contact with the ground.
  - b. Construction consists of stucco on frame below exterior grade.
  - c. Damage results from masonry failure or grade alterations.
  - d. A water problem exists caused by, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying water for the termites to survive without returning to the ground.
  - e. Specific area(s) of the structure have been excluded on the graph.
- C. This Guarantee provides for future damage protection against subterranean termite damage up to an aggregate amount of \$250,000 over the renewable life of this guarantee.

### 6. TRANSFER OF OWNERSHIP

- A. MASSEY agrees to transfer this Guarantee to the new Owner, provided MASSEY is notified by the new Owner. In the event the new Owner fails to request continued coverage or does not pay the annual fee, this Guarantee will terminate automatically as of the date of change of ownership.
- B. MASSEY reserves the right to adjust the annual renewal fee upon transfer of ownership.

### 7. STRUCTURAL ADDITIONS AND/OR MODIFICATIONS

- A. In the event the premises are structurally modified, altered or otherwise changed, or before the soil is removed or added around the foundation, or before soil is removed from under the structure, Owner will immediately notify MASSEY for proper instruction(s) and/or for any additional treatments required as a result of the changes made. Failure to notify MASSEY will terminate this Guarantee automatically.
- B. In the event of structural additions and/or modifications, MASSEY may require additional service charges and/or an adjustment in the annual renewal fee.

### EXCLUSIONS:

- A. Formosan Termites (Coptotermes), Drywood Termites (Kaloterms, Incisitermes), Dampwood Termites, Old House Borers and Powder Post Beetles are specifically excluded from the terms of this Guarantee.

Executed this 8th day of October, 19 98

at Lady Lake, FL

in presence of Betty Asbury-Brinkley

By [Signature]  
Authorized Agent of MASSEY SERVICES, INC.

MASSEY SERVICES, INC.  
hereby guarantees the fulfillment of the Terms of this Guarantee.

By [Signature]  
President and CEO  
Executed at Orlando, Florida

**EXHIBIT "M"**

**EASEMENTS NOT DESCRIBED IN  
FIRST AMENDED AND RESTATED DECLARATIONS**

## EXHIBIT "M"

### NARRATIVE OF EASEMENTS

1. A five (5) foot wide Distribution Easement, recorded in O.R. Book 1816, Page 87, Public Records of Lake County, Florida, running along and adjacent to the road right-of-way and along the Northerly boundary of the property commonly known as Vista Lago Villas, benefitting Florida Power Corporation, and its successors and assigns, for installation, operation, and maintenance of underground power lines and appurtenant and necessary above ground facilities as may be necessary or desirable for providing electric energy service and communication service.

2. Grant of Easement, recorded in O.R. Book 1256, Page 1660, Lake County, Florida, for installation, operation, and maintenance of underground utility systems under the road right-of-ways benefitting Sunbelt Utilities, Inc., United Telephone of Florida--a Sprint Company, Florida Power Corporation, and Lake County Cable Vision, Inc., and their successors and assigns.

3. Grant of Easement recorded in O.R. Book 2089, Page 77, Lake County, Florida, for ingress, egress, and encroachment of structures.

4. Grant of Easement recorded in O.R. Book 2935, Page 1267, Lake County, Florida, for the construction, installation, and maintenance of driveways and parking areas.