

WESTWOOD HOMEOWNERS ASSOCIATION, INC.

Agreement and Authorization to Proceed with Deck and Unit Repairs

Whereas, Westwood Homeowners Association, Inc., ("Westwood") has contracted with Jett Builders, Inc., ("Jett") to repair and rebuild the appurtenant decks to Unit 412 as per the contract between Westwood and Jett;

Whereas, during the demolition phase of the patio deck portion of the construction project, hidden damage to Unit 412 as discovered which must be repaired before the contracted deck work can be completed;

Whereas, the nature of the discovered damage appears to be to the sills and sill plate to the Unit and to associated structural and nonstructural elements which are hereafter identified as wood rot to floor system, framing and flooring; and

Whereas, the estimated costs to repair the damage is shown on the attachment and currently appears to be between \$2,000 and \$5,000,

The parties agree as follows:

The Unit Owner and Westwood hereby authorize Jett to proceed with repair of the damage to the floor system, framing & flooring, including the sills and sill plate of Unit 412, which is the subject of the attached estimate. **Without waiver of any rights under Florida Statutes or the Westwood Declaration of Condominium**, Owner agrees to be financially responsible for the floor system, framing and flooring including the sills and sill plate damage estimated to cost between \$2,000 and \$5,000 as per the attachment to the extent she is obligated as a unit owner under said Declaration. Westwood agrees to pay Jett for the identified repairs subject to a right of reimbursement from the undersigned Unit 412 Owner. Westwood, at its expense, will do all stucco and wood trim work required to repair the identified exterior surface to Unit 412.

The Unit Owner agrees to permit Jett to enter the unit to inspect and repair damage on the interior of the unit,

The parties acknowledge that the attachment is only a good faith estimate and that the parties may be required to pay additional sums on a time and materials basis to Jett to complete the necessary repairs. The Owner further acknowledges that additional damage may be discovered during the demolition of the sidewalk deck. The Owner further acknowledges that the failure of the Owner to pay Westwood for Unit 412 repairs to the extent she is obligated for such repairs as a unit owner under said Declaration may result in the imposition of an assessment and lien by Westwood on Unit 412 as authorized by the Declaration and Chapter 718, Florida Statutes.

Agreed to on this _____ day of July 2008.

Kimberly McHardy Grant, Owner
412 Westwood Drive
Tallahassee, FL 32304

William N. Graham, President
Westwood Homeowners Association, Inc.
1440 Ocala Road
Tallahassee, FL 32304

Westwood HOA

July 24, 2008

<u>Name</u>	<u>Unit</u>	<u>Email</u>
Erin & Michael Jordan	404	ESVJORDAN@yahoo.com
Mark	106	
Betty Willard	419	
Nazee Harms	401	
Bill & Phyllis Gauthier	310	
Oliver	505	
Jeff Clotfelter	418	
ME McMillan	410	
Gretchen Dufinger	308	
Tazzin Jones	308	
Scott & Leslie Berglund	201	
Elaine Tessery	107	
Taylor Duke	113	
Leo & Gloria Rotan	309	
Bonnie Green	409	
DICK Sublette	415	ddsublette@aol.com

Westwood Homeowners Association, Inc.
A Florida Condominium
1440 Ocala Road, Tallahassee, FL 32304

Minutes of Westwood Homeowners Association
Board of Directors Meeting
July 24, 2008
At the Westwood Clubhouse

Meeting called to order at 7:20

In attendance:

Bill Graham (BG), President
Leo Rotan (LR), Vice President
Sheila Chitty (SC), Treasurer
Jeff Clotfelter (JC), Secretary
Darren Jones (DJ), A. Secretary

Proof of notice

The notice of the meeting was posted in a timely manner.

Guests

Bob Sutton
Brandon Damson- rep from Sherman Williams
They gave us some information on the painting needs of Westwood.

- paint lasts longer than stain
- wood needs to be caulked where it meets stucco
- wood around windows needs to be caulked as well
- As we have two pollen seasons, the complex needs to be rinsed twice a year. This will avoid giving mold and mildew a surface to grow on.
- 2 coats of stain can have an 8 year warranty
- 2 coats of paint can have a warranty of 15 years to life, depending on the care it gets
- For old wood on decks, "Deck Scapes" is recommended with a coat of oil based primer put down first
- On fences, use Deck Scapes first followed by a top coat
- There is a product for sealing below grade wood that is called a flexible concrete waterproofer
- **Phyllis has contact numbers for the guys**

Ratification of last meetings minutes
They were read and accepted.

Ratification of actions taken at the June 11 Emergency Meeting:

219

- no word yet on AC modifications
- Gutter Solutions has not been told to hang the line covering yet
- If there is no compliance by the next meeting, we will recommend a notice of non-compliance

SC moves to send a letter of non-compliance to 219. this was seconded but not recorded by whom., AIF

Bringing units into compliance can be retroactive based on necessity and safety.

Reports

Officers:

- Action Labor did well last Saturday
 - o Moved clubhouse furniture
 - o Pulled vines
 - o Hazardous chemicals were removed
- pest control
 - o Massey has placed bid
 - o Capelouto would not bid because of wood touching. They would have to retreat and get rebonded first.

Treasurers:

- the financial information was submitted for questions and are included in the records

Tree Committee :

- the H&H proposal is deferred until the next meeting

Lighting committee:

- LR has made the second call to the City about the dump light
- The light in front of 301 cuts on and off for no known reason
- The light at 512 wobbles

Old Business

Contract for management services

- LR spoke about Milestone Management
- Nominates Milestone for the CAM position

As this is a hot button issue, and there have been many comments from both the board and the homeowners, I am summarizing the feelings expressed by both.

Homeowners:

- Feel that things are being run fine as is
- feel that not enough shopping has been done for a different CAM
- feel that Phyllis is asking for too much money

Board:

- doesn't have the time or qualifications to do the job
- recognize that a volunteer effort would be short lived and ultimately fall back to the board members to accomplish
- feel that the candidates who are out there lack the hands on experience
- that Phyllis has, based on the time she has spent doing the job already have differing opinions about the amount of money she is asking for

SC moves for Westwood to hire a CAM, LR seconds. BG,LR,JC,SC in favor, DJ against

SC moves to enter into negotiations with Milestone to see if a feasible contract with Westwood can be reached, LR seconds. SC, LR, JC in favor. DJ against. BG abstains

LR is going to head up a committee to negotiate with Milestone about the contract. The committee will be made up of Leo Rotan, Sheila Chitty, Betty Willard, and Jeff Clotfelter.

- the meeting is Thursday, August 7th, at 7:15
- Phyllis will note it in the newsletter

412

- BG has written a letter to the unit owner (on file) giving her 30 days from receipt to complete repairs to her unit

DJ moves to send the unit owner of 412 the letter concerning her deck and require 30 days compliance. LR seconds, AIF

Pest Control

- Massey is at the top of the list
- They have a competitive price
- They treat for wasps and carpenter bees

DJ moves to allow Orkins' contract to expire and enter a contract with Massey. JC seconds, AIF

JC moves to table all other issues. BG seconds, AIF

SC moves to adjourn until August 21st, 7:15. JC seconds, AIF

7:28 AM
06/30/08
Accrual Basis

Westwood Homeowners Association, Inc.
Trial Balance
As of June 30, 2008

		SPECIAL	
		OPERATING	RESERVE ASSESSMENT
OPERATING CHECKING -CAP CITY BK	34,310		
BANK OF AMERICA-Utility Deposit	10,756		
RESERVE CHECKING - CAP CITY BK		21,072	4,187
RESERVE INVEST - VANGUARD GROUP		46,507	
*Accounts Receivable	16,490		
UNDEPOSITED FUNDS	536		
PREPAID INS PREMIUM	6,020		
PREMIUM ASSIGNMENT CORP DEBT	(5,959)		
FUND BALANCE - Positive!	(50,045)	(94,968)	-
INCOME:102 B- Maintenance Fee	(68,850)		
INCOME:103 A-C-D- Maintenance Fee	(84,300)		
INCOME:104 LATE FEES & MISC	(1,165)		
INCOME:104A RESERVE-Interest Received		(443)	
INCOME:104B OPERATING-Interest Receiv	(95)		
ROUTINE EXPENSES:302 ANNUAL MEETING EXPENSES	302		
ROUTINE EXPENSES:303 ACCOUNTING FEES	2,500		
ROUTINE EXPENSES:304 BANK FEES & CHARGES	68		
ROUTINE EXPENSES:306 INSURANCE-LIAB./D&O/BOND	47,383		
ROUTINE EXPENSES:308 LICENSES & PERMITS	200		
ADMINISTRATIVE EXPENSES:402 ADMINISTRATIVE EXPENSES	877		
ADMINISTRATIVE EXPENSES:403 CONSULTING (Unit 512)	120		
ADMINISTRATIVE EXPENSES:405 FINANCING EXPENSE	1,488		
BUILDING MAINTENANCE:602 BLDG REPAIR/MAINTENANCE	9,192		
BUILDING MAINTENANCE:603 BLDG MATERIALS & SUPPLIES	891		
BUILDING MAINTENANCE:604 CLUBHOUSE CLEANING EXP	268		
BUILDING MAINTENANCE:605 PEST CONTROL	2,416		
BUILDING MAINTENANCE:606 POOL SERVICE/SUPPLIES	3,591		
GROUNDS MAINTENANCE:702 GROUNDS CONTRACT	13,483		
GROUNDS MAINTENANCE:703 LANDSCAPING EXPENSES	7,563		
GROUNDS MAINTENANCE:704 PERIMETR FENCE/LOCK MAINT	854		
GROUNDS MAINTENANCE:705 PLUMBING/SEWAGE REPAIRS	2,375		
GROUNDS MAINTENANCE:706 ELECTRICAL MAINTENANCE	1,545		
GROUNDS MAINTENANCE:707 TRASH PICK UP/REMOVAL	505		
GROUNDS MAINTENANCE:708 TREE REMOVAL	2,125		
GROUNDS MAINTENANCE:709 GUTTER CLEANING	2,028		
UTILITIES EXPENSE:802 COMCAST CABLE	16,229		
UTILITIES EXPENSE:803 ELECTRICITY	3,319		
UTILITIES EXPENSE:804 WATER & SEWER	15,117		
UTILITIES EXPENSE:806 GARBAGE DISPOSAL/DUMPSTERS	7,863		
RESERVE FEES - PRIOR YEAR ASSESSMENT		(148)	
2008 SPECIAL ASSESSMENT			(24,050)
RESERVES EXPENDITURES:BLDG STRUCTURE RESERVE EXPENSE	7,306		14,563
RESERVES EXPENDITURES:GUTTER RESERVE EXPENSE	4,825		5,300
RESERVES EXPENDITURES:SIDEWALK/LIGHTS/FENCING SPEND	15,848		
TOTAL	0	0	0

6/30/08

Westwood Homeowners Association, Inc.
Transaction List by Vendor

June 1 to June 30, 2008

	Date	Num	Memo	Invoice Amount	Total
A & A Lawn Service & Landscaping LLC	06/13/2008	1963	May grounds maintenance		(3,185.16)
Action Labor, LLC.	06/04/2008	1950	Invoice 6225229 Cleanup 5/24/08		(208.24)
City of Tallahassee	06/18/2008	DEBIT	Electricity	(13.77)	
City of Tallahassee	06/18/2008	DEBIT	Electricity	(113.87)	
City of Tallahassee	06/19/2008	DEBIT	Water & sewer	(2,785.71)	
City of Tallahassee	06/18/2008	DEBIT	Electricity and garbage	(1,077.67)	
				Total City of Tallahassee	(3,991.02)
Comcast Cable	06/04/2008	1949	Cable		(3,245.70)
David Stevenson	08/05/2008	1953	Reimburse for purchase of copier/fax for office		(155.24)
DJP, INC. ORKIN	06/29/2008	1968	Pest control		(420.16)
Florida Department of Health	06/10/2008	1959	Pool permit		(200.00)
H & H Enterprises LLC	06/04/2008	1951	Final payment for soil & sod installation	(4,630.88)	
H & H Enterprises LLC	06/04/2008	1952	Remove excess soil from 505/506 carport area for drainage	(200.00)	
				Total H & H Enterprises LLC	(4,830.88)
Helen Nagelson-McCormack	06/27/2008	1972	Refund of overpayment of fees at closing		(320.00)
Hilton Vernon	06/29/2008	1970	Repair fence at front of unit 110		(225.93)
Jett Builders, Inc	06/07/2008	1029	Stucco Units 406-407	(1,500.00)	
Jett Builders, Inc	06/08/2008	1957	Unit 412 Roof boot replacement	(123.87)	
Jett Builders, Inc	06/08/2008	1958	Unit 105 fence, sidewalk bridge at 103; wood rot repair Unit 406/407; Unit	(2,193.31)	
Jett Builders, Inc	06/11/2008	1961	Unit 512 woodrot; painting-various; materials 406 deck dividing wall	(1,700.45)	
Jett Builders, Inc	06/17/2008	1030	Unit 512 final payment sidewalk deck & stucco repair	(4,000.00)	
				Total Jett Builders	(9,517.43)
Joseph & Julie Boyette	06/11/2008	1960	Overpayment of Special Assessment		(37.00)
Leo Rotan	06/05/2008	1954	Reimbursement - hoses & sprinklers for new sod	(119.21)	
Leo Rotan	06/26/2008	1965	Reimbursement - sprinkler timers for new sod	(144.94)	
				Total Leo Rotan	(264.15)
Marpan Supply Co., Inc.	06/24/2008	DEBIT	Dumpster rental		(72.03)
Office Depot	06/28/2008	1967	Envelopes & mailing labels		
Premium Assignment Corporation	06/01/2008	DEBIT	Insurance debt repayment		(6,030.47)
Spring Clean 4U or Anita M. Black	06/05/2008	1956	Replace voided ck 1831 - clubhouse cleaning		(65.00)
U. S. Postal Service	06/28/2008	1966	Stamps		(84.00)
Wally Womble	06/11/2008	1982	May 2008 pool service		(348.99)
Westwood Homeowners Assoc. Reserve AC	06/18/2008	1964	Transfer collected Special Assessment May 2008 to Reserve Fund	(4,637.28)	
Westwood Homeowners Assoc. Reserve AC	06/30/2008	1971	Transfer collected Special Assessment June 2008 to Reserve Fund	(4,113.64)	
				Total Westwood Homeowners Assoc. Reserve AC	(8,750.92)
				TOTAL	(41,950.32)

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12:34 PM
07/22/08

Westwood Homeowners Association, Inc.

A/R Aging Summary

As of June 30, 2008

	1 - 30	31 - 60	61 - 90	> 90	TOTAL	At July 22
408-A GEORGE	333.00	333.00	333.00	1,665.00	2,664.00	2,982.00
215-B NORWOOD LIEN MAR 30 07	277.00	277.00	277.00	1,109.00	1,940.00	1,935.00
220-B GREER	277.00	277.00	277.00	593.00	1,424.00	1,686.00
420-C ANGEL (now current)	333.00	333.00	333.00	378.00	1,377.00	318.00
219-B WINTERS	277.00	277.00	277.00	15.00	846.00	1,108.00
103-C NOVELLIERE (now current)	318.00	333.00	63.00	0.00	714.00	0.00
213-C BAKER	333.00	284.00	0.00	0.00	617.00	0.00
514-B GREGORY	277.00	277.00	27.00	0.00	581.00	343.00
206-C MUNN (pur6/27/08)	540.00	15.00	0.00	0.00	555.00	281.00
416-B BIELEC	277.00	277.00	0.00	0.00	554.00	816.00

SUMMARY OF ACCOUNTS RECEIVABLE	30-Jun-08		31-May-08		30-Apr-08	
	Number	Amount	Number	Amount	Number	Amount

BALANCES OVER \$1000	4	7,405.00	4	6,485.00	3	4,554.00
BALANCES OVER \$500, LESS THAN \$1000	6	3,967.00	5	3,446.25	3	1,946.00
BALANCES BETWEEN \$200 AND \$500	11	3,213.00	9	2,776.00	9	2,918.25
BALANCES BETWEEN \$0 AND \$200	2	76.25	1	119.13	2	278.13
CREDIT BALANCES	10	(1,726.01)	12	(1,423.01)	14	(2,783.01)
PLUMBING REIMBURSEMENT OWED (1)	Unit 204	1,516.36	Unit 204	1,516.36	Unit 204	1,516.36
FOUNDATION REIMBURSEMENT OWED (2)	Unit 406	805.87				
FOUNDATION REIMBURSEMENT OWED (3)	Unit 407	733.76	Unit 407	733.76		
FOUNDATION REIMBURSEMENT OWED (2)	Unit 512	598.52				
TOTAL	37	16,489.75	33	13,653.49	32	8,429.73

(1) Unit is for sale; owner has stated he intends to pay full amount due.

(2) Has been paid in full.

(3) Has made payment since June 30.

Page 1 of 1

Jul 01 08 11:45a

Maria Jett

8505805388

p.2

Jett Builders, Inc.

5285 Tower Road, C-5, Tallahassee, Fl 32303

850-576-5388 Office * 850-580-5388 Fax

License #RB29003242

PROPOSAL

Westwood HOA Unit 412

To repair the water and termite damage on the floor framing system and band boards at rear of Unit 412. It looks as though there are studs in the wall that need replaced as well as sub flooring, trim, and stucco. It is impossible to give an exact estimate on this type of work as you cannot see the damage inside the walls; however I am confident in the range estimate of \$2,000 to \$5,000 to repair these areas. I would like to inspect the damage from inside the unit, but could not get in as no one was home

Sincerely,
W. Brandon Jett

W. Brandon Jett

08119

Data Supplies, Inc. Orlando, FL



PEST PREVENTION FOR MULTI-FAMILY PROPERTIES

MFP NO. 08119

Westwood Homeowners Assoc.

Property Name
14400 Cala RdProperty Address
14400 Cala Rd

City: Orlando State: FL Zip: 32304

Phone

Fax

Total Buildings:

Total Units:
25 buildings 102 unitsUnits:
#1 BR _____ #2 BR _____ #3 BR _____ Other _____

Service Center:

8-1911

Telephone #:

656-7222

Route #:

Grid #:

Service Day:

BILLING ADDRESS

B-11 Graham

Property Manager/Owner Name

Property Manager/Owner Address

City:

Orlando

State:

FL

County:

Orange

Fax

I. SCOPE OF SERVICE

MASSEY's Pest Prevention Program for Multi-Family Properties is a cooperative effort between MASSEY and individual property management.

A. PEST PREVENTION SERVICES WILL BE PROVIDED FOR:

Roches, Ants (including Fire Ants, Carpenter Ants, Pharaoh Ants and Ghost Ants), Spiders, Silverfish, Rats and Mice, plus interior service for Fleas and Ticks.

B. MASSEY AGREES: Wasp, Carpenter Bees

1. Initial Service

- a. To service all common areas and the exterior perimeter of all buildings/units to prevent pest entry and infestation.
- b. To service all vacant units and all other units requiring interior service.

2. Scheduled Services

- a. To service all common areas and the exterior perimeter of all buildings/units to prevent pest entry and infestation.
- b. In a climate like ours, occasional pest sightings should be expected. When such sightings occur, MASSEY will provide any necessary pest prevention services, at no additional cost.
- c. To service all units vacated since our most recent visit.

C. PROPERTY MANAGEMENT AGREES:

- 1. To make the premises available for inspection and service each month in order to maintain the effectiveness of our Pest Prevention Program and the integrity of our guarantee.
- 2. To maintain and/or correct any conditions, avenues and sources which are conducive to the harborage and breeding of pests, such as: prime foundation plantings or overhanging trees which are in contact with the structure; keep gutters and outside drains clean; fit screens to windows; clean debris from trash areas; repair plumbing leaks; repair cracks in the structure, etc.
- 3. To provide current resident and new residents with MASSEY's brochure: "Pest Prevention for Multi-Family Properties - Partners in Prevention."
- 4. To maintain the "service log" when pest sightings occur, or units become vacant, for the purpose of providing pest prevention services during scheduled service visits.

II. ALLERGIES AND SENSITIVITIES

(If you, or any occupant, are prone to allergic reactions or sensitivities in dust, pollen, odors, chemicals, solvents, etc., or suffer from any respiratory illness, you should consult your physician before any service is performed on your property.)

III. TERMS OF AGREEMENT

- A. This Agreement will be in effect for an original period of twelve months and shall renew itself on a month-to-month basis thereafter, unless written notice is given by either party thirty days prior to the anniversary date of the Agreement.
- B. If Customer becomes dissatisfied with MASSEY's service, the Customer may cancel this Agreement by giving thirty (30) days written notice.
- C. MASSEY reserves the right to adjust the service charge anytime after the second year.

IV. PAYMENT TERMS

- A. Invoices are mailed at the beginning of each month and include the current month's charge. Invoice may be paid immediately or at the time service is rendered.
- B. Customer may choose to pay for a year of service in advance and receive a 5% prepayment discount.
- C. A late fee of one and one-half percent (1.5%) will be assessed monthly to all account balances over 30 days.

V. SPECIAL TERMS AND CONDITIONS

See reverse side hereof for Special Terms and Conditions.

SPECIAL INSTRUCTIONS/COMMENTS:

Weekly treatment outside
retreats upon request

SERVICE CHARGES: 1st Year

Monthly Charge = # of Units 12 x \$150 per unit charge = \$ 1800.00Initial Charge = # of Units 12 x \$150 per unit charge = \$ 1800.00Annual Amount (1st Month Charge + Monthly Charge x 11) = \$ 1800.00

2nd Year Guaranteed Rate:

Monthly Charge = # of Units 20 x \$150 per unit charge = \$ 3000.00Annual Amount (Monthly Charge x 12) = \$ 36000.005% Discount for Annual Payment in Advance = \$ 1800.00

5% Discount for Annual Payment in Advance	= \$ 514.5471	Discounted Annual Payment	= \$
Discounted Annual Payment	= \$		
Amount Remitted with Agreement	= \$		
METHOD OF PAYMENT:		<input type="checkbox"/> Cash <input type="checkbox"/> Check # _____	
Credit Card: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard		<input type="checkbox"/> Discover <input type="checkbox"/> American Express	
Account # _____	Exp. Date _____	Authorization # _____	
<i>Denise Rombard</i> MASSEY Representative 2014 Appalachia Pkwy.		Customer Signature	
Service Center	Address	I, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction, by giving written notice of cancellation by registered mail to MASSEY SERVICES, INC.	
General Manager Approval	Date		

MS-104 1/05

SERVICE RELATED PAYMENT

62381

Data Supplies, Inc. Orlando, FL



E-mail Address: customerserv@masseyservices.com
 Website: www.masseyservices.com

Westwood Homeowners A88c
 Customer: 1440 Gcalo Rd.

Treated Property: *Tall Cl. 52304* County: _____

City, State, Zip: _____

Home Phone: _____ Business Phone: _____

E-mail Address (Optional): _____

WOOD DESTROYING INSECTS SERVICE AGREEMENT - FLORIDA SINGLE FAMILY RESIDENTIAL STRUCTURE

611 Graham 62381

Customer's Agent

Mailing Address

(303)-3497

City, State, Zip

Phone

Effective Date

TREATMENT WILL BE PROVIDED BY:

SOIL TREATMENT WOOD TREATMENT FUMIGATION

GUARANTEE WILL BE ISSUED AS CHECKED BELOW:

REPAIR AND RETREATMENT RETREATMENT ONLY NO GUARANTEE

MASSEY IS AUTHORIZED TO TREAT THE STRUCTURE IDENTIFIED
ABOVE FOR THE CONTROL OF PREVENTION OF

Specific Wood Destroying Insects Included in Coverage:

Subterranean Termites (*Reticulitermes sp.*, *Heterotermes sp.*)
 Formosan Termites (*Coptotermes sp.*)

Drywood Termites (*Kaiyitermes sp.*, *Incisitermes sp.*, *Cryptotermes sp.*)
 Powderpost Beetles (*Anobium sp.*, *Lyttaea sp.*, *Blastophagus sp.*)
 Old House Borer (*Cerambycidae sp.*)

WDI Treatment Sticker Location:

IMPORTANT: For detailed explanation of Guarantee(s), see the reverse side hereof. All Guarantees are specifically subject to the General Terms and Conditions listed on the reverse side hereof.

1. RENEWABLE PROTECTION

- MASSEY guarantees the Initial Treatment for a period of one (1) year from the Effective Date referenced above. MASSEY agrees to offer the Customer the exclusive option to renew this Guarantee each year for an additional nine (9) years. The annual renewal fee will be \$ 1,300.00 for the second year through fifth year with MASSEY reserving the right to adjust the annual renewal fee each year thereafter by giving Customer advance notice.
- The Customer must pay the annual renewal fee on or before the end of the expiration month (anniversary of the Effective Date) or this Guarantee will be automatically terminated.
- Based on the mutual consent of both MASSEY and the Customer, MASSEY reserves the right to offer the Customer an option to renew this Guarantee on a year-to-year basis beyond the initial ten (10) year period.

2. REINSPECTIONS

- During the effective period of this Guarantee, MASSEY will reinspect the Treated Structure(s) annually upon Customer's request, or more frequently as deemed by MASSEY. No failure on the part of the Customer to request reinspection shall, in any way, affect the Customer's rights under this Guarantee.
- The Customer agrees to make the Treated Structure(s) available for reinspection.

3. RETREATMENT, REPAIR OR FUTURE DAMAGE, AND LIMITATIONS OF LIABILITY

The type of Guarantee checked above will be issued to the Customer upon completion of the Initial Treatment and payment in full. The "Repair and Retreatment" and "Retreatment Only" Guarantees are explained in detail and are subject to the General Terms and Conditions on the reverse side hereof. In summary, the "Repair and Retreatment" Guarantee provides for **retreatment and repair protection** against new damage to the structure and contents at no additional cost to the Customer. Old damage (damage occurring prior to the Effective Date) is not covered. The "Retreatment Only" Guarantee provides only for any retreatment deemed necessary at no additional cost to the Customer.

4. TRANSFER OF OWNERSHIP

MASSEY agrees to transfer this Guarantee to the new Owner of the Treated Property upon payment of a \$95.00 transfer fee, provided that the new Owner requests transfer in writing and pays the transfer fee within three business days of the change of ownership. Otherwise, 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 this Guarantee.

5. STRUCTURAL ADDITIONS AND/OR ALTERATIONS

- In the event the Treated Structure is modified, altered or otherwise changed, or before the soil is removed or added around the foundation or before soil is removed from under a Treated Structure, Customer will immediately notify MASSEY in writing for proper instruction(s) and/or any additional treatments required by the changes made. Failure to notify MASSEY in writing will terminate this Guarantee automatically.

B. MASSEY may exclude damage repair coverage from averages or conditions created by structural additions and/or alterations. In lieu of such exclusion, MASSEY may require additional treatment, additional service charges, and/or an adjustment in the annual renewal fee.

6. **ALLERGIES AND SENSITIVITIES**
If you, or any occupant, are prone to allergic reactions or sensitivities to dust, pollen, odors, chemicals, solvents, etc., or suffer from any respiratory illnesses, you should consult your physician before any service is performed on your property.

In consideration for work to be performed as itemized above and subject to the General Terms and Conditions recorded on the reverse side of this agreement, the undersigned agrees to make payment as follows:		NOTICE TO BUYER	
INITIAL TREATMENT	\$ <u>1700.00</u>	You, the Buyer, may cancel this agreement within seventy-two (72) hours of execution by giving written notice of cancellation by registered mail to MASSEY. Do not sign this Service Agreement if blank. You are entitled to a copy of the Service Agreement at the time you sign.	
OTHER SERVICES	\$ <u> </u>	<input type="checkbox"/> CASH <input type="checkbox"/> CHECK # <u> </u> <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AM EX	
TAX <u> </u> %	\$ <u> </u>	S. Tall 656-7222 2017 Appaloosa Dr. Tall Rd 38311	
TOTAL AMOUNT DUE	\$ <u> </u>	MASSEY Inc.	
LESS DOWN PAYMENT	\$ <u> </u>	Date <u> </u> City <u> </u> Zip <u> </u>	
BALANCE DUE UPON COMPLETION	\$ <u> </u>	MASSEY Inc.	
ACCOUNT # <u> </u>	Signature <u> </u> Date <u> </u> Zip <u> </u>		
Expiration Date <u> </u>	Authorization # <u> </u>		
Customer Agent <u> </u> Date <u> </u>		MASSEY Inc.	

SERVICE CENTER COPY

Pet Rules

As adopted by the Association Board of Directors, at the May 2002 board meeting and reaffirmed at subsequent Board meetings.

Enforcement is effective beginning in June, 2002.

- 1. No pets. may be kept on the common or limited common areas.**
- 2. Any pets traveling the common area must be on a leash.**
- 3. Any pet defecation left on the common area or limited common area must be immediately removed by the pet owner or pet custodian.**

4. No pet shall prove to be a repeated nuisance to other residents of Westwood.

5. No Pit Bull or any part Pit Bull mix breed is allowed on the Westwood property.

NOTE:

Failure to obey these rules may result in a complaint being filed with the Association. Once a complaint has been filed, a hearing will be set by the Westwood Rules and Regulation Committee (WRRC). As per our bylaws and Florida Statute (Ch.718), the WRRC may impose a fine of up to \$100 per day for a continuing violation of documented rules of the Association, provided that no such fine shall in the aggregate exceed \$1,000. Such fines are legally enforceable by Florida law. There is no appeal process.

**Please keep our property CLEAN of feces and pleasant for ALL residents!!!
PICK UP AFTER YOUR PET'S DROPPINGS**

CONTRACT FOR COMMUNITY ASSOCIATION MANAGEMENT SERVICES

This Agreement, made and entered into this ____ day of _____, 2008 by and between the Westwood Homeowners Association, Inc., hereinafter referred to as the "Association," and Milestone Management of Tallahassee hereinafter referred to as the "Manager".

WHEREAS, Association, pursuant to its Declaration and other governing documents, and exhibits attached thereto, is charged with the responsibility of management of the Westwood community, hereinafter referred to as "Property"; and

WHEREAS, Manager provides association and community management services to residential developments; and

NOW THEREFORE, in consideration of the terms, conditions, and mutual covenants hereinafter set forth, the parties do hereby agree as follows:

- I Term of Agreement -- The management agreement shall be for a term of one (1) year, commencing on September 1, 2008. This agreement is automatically renewable annually until terminated by either party pursuant to Section IV of this Agreement.
- II Independent Contractor Relationship -- Services provided for herein shall be performed exclusively by Manager. The parties hereto agree that Manager is an independent contractor and not an employee of Association and nothing within Agreement shall be construed so as to result in any contrary interpretation. However, Manager shall operate under the direct supervision of Association's board of directors.
- III Compensation - The Association shall pay Manager's fixed monthly rate of \$2,000.00 for the initial term of this agreement. The Manager also shall be

\$2,000.00 for the initial term of this agreement. The Manager also shall be reimbursed for postage, copying costs, excess mileage (over 4 trips to the property per week) and other expenses incurred that are directly identifiable to the management of the Association. Mileage shall be at the then current federal mileage rate. Postage and other expenses shall be at the actual cost. The Association will be charged \$0.05 per page (\$0.10 2-sided) for all printing or copying done by the Manager, excluding monthly statements, checks and deposits which are included in the Manager's fixed monthly rate. Any copying or printing done by outside vendors will be charged at the actual cost paid. All requests for reimbursement of expenses will be delivered to the Association Treasurer, with documentation, for review by the Board prior to payment.

IV Termination of the Agreement -- The management contract shall be subject to termination by either party upon giving sixty (60) days written notice to the other party; or without regard to the number of days given if both parties

____ Association

____ Manager

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CONTRACT FOR COMMUNITY ASSOCIATION MANAGEMENT SERVICES

agree in writing to an alternate termination. If the Association desires to terminate the agreement with less than sixty (60) days notice, the Association must pay the regular fee as agreed upon in this contract, up through what would have been the termination date if sixty (60) days notice had been given.

Upon termination of the agreement, by expiration of its term or otherwise, Manager shall deposit all funds on hand, prepare checks for all outstanding invoices for signature by the Association Treasurer, prepare financial statements as of the date of termination and deliver to the Association all books, written records, electronic records, equipment, materials and other property of the Association in its possession or control, and the Association will pay Manager all outstanding fees and approved costs. Upon delivery of the same, all obligations, responsibilities, liabilities, and duties of Manager shall terminate.

V Responsibilities of Manager --

A. Maintenance:

(a) Maintenance -- The Manager shall be responsible for arranging for and supervising upkeep and maintenance on all common property of the Association on behalf of the Association to the extent that the same is the duty of the Association pursuant to the Declaration and other documents and in accordance with the provisions of law. Manager shall be responsible for other specific maintenance as directed by the Association's Board. Manager shall have access to all common areas and limited common areas as necessary for the maintenance, repair or replacement of any common element or for the making of emergency repairs necessary to prevent damage to common elements, limited common elements, or other property. Manager shall have access to all privately owned areas as provided by law and as necessary for the making of emergency repairs necessary to prevent damage

necessary for the making or emergency repairs necessary to prevent damage to common elements, limited common elements, or another home.

(b) Contracted Services -- The Manager is authorized, upon the receipt of competitive bids and/or the approval of the Association's Board of Directors, to hire, discharge and supervise employees and/or independent contractors as required for the operation and maintenance of the premises, and to make payments for the same from the funds of the Association. The discharge and replacement of on-site employees will be a collaborative effort between Association and Manager. All employees shall be deemed to be employees of the Manager unless otherwise approved by the Association.

B. Administration:

(a) Meetings of Association and Board of Directors --The Manager shall organize all meetings of the homeowners and the board of directors, including preparation and mailing of meeting notices, and the preparation of any

_____ Association
_____ Manager

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CONTRACT FOR COMMUNITY ASSOCIATION MANAGEMENT SERVICES

needed agendas, financial statements, proxy forms, proposed amendments, etc. All final meeting schedules and agenda topics will be determined by the entity that is meeting (board of directors, committees, membership).

(b) Association Records -- Association will allow all records to be kept at Manager's place of business to facilitate access. Records not required for daily use may be maintained at the Association's office space in the Westwood Clubhouse. All records not otherwise restricted by law will be made available to Association members within the time required by statute. Copies of Association documents shall be \$0.15 per page. Copies or originals of all letters, notices, flyers, surveys, maintenance and landscape requests, or any other documents not processed and distributed by Manager will be given to Manager for insertion into the official records. Manager will not be responsible for incomplete association records resulting from documents and correspondence not being forwarded in a timely manner.

(c) Mailing Lists --The Manager shall prepare and maintain owner mailing lists, phone and email contact information and update the lists as necessary. Manager will maintain correspondence with new owners including a welcome letter which will include the latest newsletter.

(d) Compliance With Governing Documents -- The Manager shall assist in securing owners and tenants compliance with Association's Articles of Incorporation, Declarations, By-Laws, Rules and Regulations, etc. and with such rules and policies as Association may from time to time establish. Such assistance shall include preparation and delivery of warning notices for violations.

(e) The Association's mailing address will be maintained as 1440 Ocala Road, Tallahassee, FL 32304

C. Fiscal Management:

(a) **Operating Budget** -- The Manager will assist Association in preparing a proposed annual budget to be used for the estimating of maintenance fees for the ensuing year. Manager will prepare and mail the budget and annual assessment notices to owners as required by the Association's bylaws.

(b) **Financial Reports and Information** -- The Manager shall provide to the Association monthly financial reports to include, at a minimum, a trial balance, a listing of expenditures to vendors and an aged trial balance. An electronic copy of each contract will be provided to each Board member when it is finalized. In addition, the Treasurer of the Association shall receive a listing of each checking account register and shall review and approve monthly bank statement reconciliations. Other reports as desired by the Association may be provided.

_____ Association

_____ Manager

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CONTRACT FOR COMMUNITY ASSOCIATION MANAGEMENT SERVICES

(c) **Annual Financial Statement and Report** -- At the Association's expense and request, Manager will arrange for preparation of Association's annual financial statements by a certified public accountant if required by law or requested by Association. Such statements will be compiled, reviewed, or audited, according to Florida Statute Chapter 718. The financial statement report shall be made available to each homeowner as required by statute.

(d) **Maintenance Fees and Bank/Investment Accounts** -- The Manager shall collect all maintenance fees, special and/or reserve assessments, and any other fees, interest, and other sums due or payable to the Association and deposit in Association accounts as required by law and as directed by the Association. In no event shall Association funds be co-mingled with any other funds.

(e) **Delinquent Accounts** -- The Manager shall make every effort to collect delinquent accounts, including sending notices, emails and letters. While Manager may from time to time wish to collect by phone call or personal contact, doing so will not be a contractual requirement of collection. In the event such efforts fail, Manager shall refer the account to the Board of Directors for disposition. At the direction of the Board of Directors, the Manager will send required notification of intent to file lien and then work with an attorney to prepare and file liens. Upon payment by homeowner, Manager will arrange for a satisfaction of lien and notify the owner.

(f) **Review of Invoices** -- The Manager will review all invoices received for services, work, and supplies in connection with the maintenance of Property and operation of Association, and verify the completion of the work or receipt of the services or supplies and the accuracy of the invoice.

(g) Disbursement Authorization -- The Manager shall write all disbursement checks from Association funds as provided in the annual operating budget, which shall be approved in advance annually by the Board. All other expenditures shall be made only with the approval of the board, except Manager is granted authority to pay non-budgeted, documented, expenditures up to three hundred dollars (\$300) annually, and Manager may make emergency expenditures, irrespective of the cost thereof, if immediately necessary for the preservation and safety of the Association property or for the safety of the unit owners, tenants or other persons, or if required to avoid suspension of any necessary service to the Association. Both Manager and at least two members of the board will have authority to sign checks, although only one signature will be needed for payments under \$500.00, regular disbursement of budgeted funds, such as cable, lawn service, insurance, etc., or for contracts in the amounts previously approved by the Board. All other payments will be signed by the Treasurer or by the Manager and another

____ Association

____ Manager

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CONTRACT FOR COMMUNITY ASSOCIATION MANAGEMENT SERVICES

director of the Association. All payments made to the Manager will require the signature of the Treasurer or two (2) other directors of the Association.

(h) Taxes --Manager will cause to be prepared, on behalf of the Association, any necessary IRS tax returns, annual or otherwise, and pay any income taxes due.

(i) Insurance -- The Manager shall arrange for bids and supervise Association insurance policies for, but not limited to, property perils, liability, and workers compensation. Manager will promptly investigate and report to the board of directors all accidents or claims for damages relating to the ownership, operation and maintenance of the common elements, and shall cooperate with the insurance carrier in connection therewith. Manager is authorized to pay all premiums from the annual operating account as approved in the annual budget.

(j) Professional Services -- The Manager may retain such professionals (CPA, attorney, engineer, etc.) whose services may be reasonably required by the Association within budgeted parameters and after approval of Association's board of directors.

D. Other Duties:

(a) The Manager will prepare and submit the corporate annual report to the State of Florida each year, indicating the Association's registered agent, officers, and directors.

(b) Availability -- The Manager will be on the property a minimum of 4 hours

per week for 16 weeks of the contract year, with such times to be posted in advance on the bulletin board or the Curbhouse, and at such other times as required to respond to emergencies, meet with or supervise/review jobs with

required to respond to emergencies, meet with or supervise/review jobs with vendors or contractors. The Manager will be reasonably accessible to the board, unit owners, tenants, and vendors by telephone and in person during Manager's normal business hours. Manager shall make provisions for emergencies that occur after hours or during times when Manager's office may be closed or when Manager is unavailable due to illness, vacation, etc.

(c) Legal Compliance -- The Manager may take such action as necessary to cause compliance with any and all orders and requirements affecting the premises, placed thereon by any federal, state, county, municipal or other governmental or regulatory authority having jurisdiction, unless specifically instructed in writing by Association that such orders or requirements are to be contested and that Manager shall not comply with same.

VI Miscellaneous – The Manager shall be permitted to place a sign on the premises containing words to the effect that the same are managed by said

____ Association

____ Manager

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CONTRACT FOR COMMUNITY ASSOCIATION MANAGEMENT SERVICES

Manager, subject, however, to prior approval of its size design and location by the board of directors.

____ Association

____ Manager

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CONTRACT FOR COMMUNITY ASSOCIATION MANAGEMENT SERVICES

VII Indemnification -- Association shall defend, indemnify, and hold Manager harmless from all claims, actions, damages, costs, and reasonable attorneys' fees incurred arising from the performance of duties under Agreement unless Manager is adjudicated by a court of competent jurisdiction after all applicable appeal periods, to have acted with gross negligence or willful misconduct, or to be guilty of criminal acts. Nothing in this Agreement shall prevent Manager from engaging separate counsel or choosing to defend itself in any suit or other legal proceedings brought in connection with managing Association. Association shall carry, at its expense, all necessary liability and compensation insurance adequate to protect the interest of Association and Manager, which policies shall be written so as to protect Manager in the same manner and to the same extent as Association.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names on the date first above written.

Westwood Homeowners Association, Inc.

By _____
William N. Graham, President

By _____
Leo Rotan, Vice President

By _____
Sheila Chitty, Treasurer

By

Jeff Clotfelter, Secretary

By

Darrin Jones, Assistant Secretary

Milestone Management of Tallahassee

By

Phyllis J. Graham

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COMPLAINT FORM

Westwood Homeowners Association

1440 Ocala Rd. Tallahassee, FL 32304 telephone: (850) 574-3996

*Please use this form to register a formal complaint with the Westwood Rules and Regulations Committee (WRRC). By law, a HOA is required to provide notice of a hearing to the accused. At this hearing, the accused, the complainant and any witnesses will have the opportunity to present their side, limited to 2 minutes each, with 1 minute additions if permitted by the WRRC. As per our bylaws and Florida Statute (Ch. 718), the WRRC may impose a fine of up to \$100 per day for a continuing violation of documented rules of the Association, provided that no such fine shall in the aggregate exceed \$1,000. Such fines are legally enforceable by Florida law.**

** Please note that so long as reasonable notice and opportunity for hearing is provided, the WRRC may decide to issue warnings and/or levy fines regardless of the presence of the accused, complainant or witnesses at the hearing. While NOT required, the HOA does advise those parties to attend.*

Please provide the following:

■ Your name: Tom Rowland Your unit number: 304 Today's Date: 7/15
(List names of any witnesses: _____)

■ Your telephone numbers: 575-9552 (H) and _____ (W) Time: _____

■ This complaint pertains to the occupant(s) of or visitor(s) to unit # 305 Name(s) (if available): _____

■ This complaint pertains to (check one) the use of Common Area or the infringement on a unit owner's rights or property

Please use the space below to clearly and concisely describe your complaint. Please be as specific as possible, and feel free to provide a photograph or additional pages if necessary. When you finish, please deposit this form in the Drop-Box located at the Clubhouse.*

There is a bicycle being stored at the west end of the covered parking space assigned to 305 in violation of HOA rules.

Signature of Complainant:

Tom Roulard

Signature of Witness:

* -- Westwood has an on-site Drop-Box (slot) at the left-side of the clubhouse entry patio. HOA payments may also be deposited here.

Thank you for your awareness of our community, ... **The Westwood Board of Directors**

PLEASE DO NOT WRITE IN THIS BOX. THIS BOX IS FOR OFFICE-USE ONLY:

Date received in the office by Clerk: _____ / _____ / _____ Check here if this is NOT the responsibility of the HOA

Date set for WRRC hearing by members: _____ / _____ Time set for hearing: _____

Date Clerk provided written notice to accused and telephoned complainant: _____ / _____ Rule violated: _____

If a warning is to be issued or a fine to be imposed, Date of letter sent by Clerk: _____ / _____ Complaint # assigned: _____

If no remittance after 30 days, send second letter warning of credit bureau reporting, collection agency and possible litigation to collect.

PLEASE DO NOT WRITE IN THIS BOX. THIS BOX IS FOR WRRC-USE ONLY:

Date set for hearing: _____ / _____ / _____ Time set for hearing: _____ Hearing held as scheduled?

Accused present? Complainant present? Witnesses present? Approx. time needed to resolve: _____

Resolution: No Action Taken Warning Given Fine Imposed \$ _____ Hearing notes attached?

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WESTWOOD HOMEOWNERS ASSOCIATION

A Florida Condominium

January 2008

TO WESTWOOD HOMEOWNERS & RESIDENTS

Welcome to Westwood on behalf of the Board of Directors and other Westwood residents.

For many, condominium living will be an experience which will require adjustment. The following will highlight areas, which we feel are most important. If you have any questions, please do not hesitate to contact the Board President or Management Agent. Members of the Board of Directors are listed in the monthly newsletter with contact information.

CONDOMINIUM DOCUMENTS

Each seller has the responsibility to supply the buyer with a copy of the Condominium Documents. A complete set of the following documents is available (See FAQ #2 at rear of this handbook). Staff will copy selected portions at a nominal charge per page.

Articles of Incorporation

Declaration of Condominium

Bylaws

Questions & Answers

Legal Description of Condominium Lands

Site Plan

Survey

Budget (Current)

FEES

Maintenance fees are due by the first of each month, and delinquent by the 10th. Payments should be made by check or money order payable to Westwood Homeowners Association or WHOA and sent to:

Westwood Homeowners Association (or WHOA)
1440 Ocala Road
Tallahassee, Florida 32304

or

drop off your check or money order at the Clubhouse office drop slot to the left of the Clubhouse doors.

You will be invoiced for fees. Assessments not **received** within 30 days after the due date shall bear a penalty charge of \$15.00 per month thereafter of the balance that remains past due. Accounts over 90 days past due may be referred to legal counsel for the placing of a lien against the unit or foreclosure, if necessary.

If you have a question concerning charges, please contact the Management Agent or Board Treasurer (See newsletter for contact information).

KEYS – Unit, Mailbox and Pool and Rear Gates

The Association cannot assist in having keys issued for your mailbox or individual unit doors. These items must be handled between buyer and seller, or owner and tenant. Owners are urged to keep extra sets of keys to avoid extra expense in case of loss or if a tenant fails to return keys. The pool gate and rear fence

gate (bordering the City Park) are accessed by a special Medeco non-duplicatable key, which must be passed from one owner to the next. Only one key (which fits both locks) is issued to each unit owner and

passed from one owner to the next. Only one key (which fits both locks) is issued to each unit owner and any replacement of that key will cost at least \$35 (or more, if Medeco prices increase), and the owner must certify what happened to the original key. A new unit owner should be aware that if a key is to be re-issued a minimum \$35 will be charged.

SWIMMING POOL

The pool is for the use of owners and residents. We ask your cooperation in complying with the pool rules, especially the Health Department rules that **prohibit pets and food or beverages in the pool area**.

The Health Department also requires the following rules :

- 1. Shower before entering pool.**
- 2. Pool capacity: 30 persons.**

NO LIFEGUARD ON DUTY: Persons using this facility do so at their own risk.

MAINTENANCE REQUESTS

The Management Agent or Association will handle requests for exterior maintenance on a priority basis.

All requests must be in writing or submitted on a maintenance request form or submitted via e-mail.

“Requests for maintenance” forms are available in the special box located to the right of the front door to the Westwood Clubhouse and can be deposited in the mail slot for pickup, or you may request forms from the Board Secretary. Please make sure your request includes a complete description and location of the problem, such as “leaking exterior faucet on the north side of unit”. Keep a copy of your request.

If an emergency exists, please call the Management Agent or Board President. On weekends and holidays please leave a message and the Management Agent or a Board member will return your call as soon as possible.

INSURANCE

The Association holds an insurance policy for replacement of the basic structure of your unit. The Association Policy does not cover interior wall, floor, and ceiling coverings and any additions to the original structure. You must obtain a policy for items not included in the Association policy. You are also responsible for insuring any personal items such as furniture, clothing, electronics, etc. You may purchase a “Condominium Owner’s (HO6)” policy from any insurance company that offers this kind of policy but take care to confirm that it coordinates with the Association’s insurance policy. Please contact the Board Treasurer to get our current insurance provider and policy number.

PEST COMTROL

Pest control service, including termite control, is provided for the property. If termites are found or

suspected, please contact the Management Agent or the Board President.

MEETINGS

The Board of Directors meet in the Clubhouse, the times are announced on the monthly statement, in the newsletter, and posted in advance on the Clubhouse bulletin board as well as in front of the clubhouse. All homeowners and residents are welcome and encouraged to attend.

CABLE T.V.

The Association pays a fee for basic television service from Comcast Cable. You must provide the fittings required to connect to the outlets. If you have any problems with reception or need advice in making the connection, you should call Comcast at 850-574-4016. If you wish to receive premium channels or internet connections, you must contract with Comcast. You will be billed separately for the extra services. Comcast Cable is open Monday to Friday 8:30 – 6:30 and Saturday 9:00 – 1:00. Be sure to let them know that the Association account number is #8406-63-001-0573191.

TRASH, REFUSE, RECYCLING & GARBAGE DISPOSAL

The Association has a contractor who transfers all household garbage from the individual unit garbage cans to the dumpsters. Mondays and Fridays are pickup days. However, residents must personally deposit in the dumpster all trash which will not fit into the garbage can at the individual unit. Please use only the dumpster on the right so that our door-to-door collection people can have the full use of the other dumpster on wheels. All trash must be put into trash bags in sanitary containers and in designated areas (Declaration of Condominium paragraph 34). **Loose trash will not be picked up.**

Help us to keep the grounds clean. We will appreciate your assistance in policing the grounds around your unit. Anything you can do along these lines will help keep our dues down.

These are the Guidelines from the City of Tallahassee: No construction debris, metal, iron or wood should be placed in the dumpster. Furniture, such as couches, chairs, chests of drawers, cabinets, shelving, television stands, tables, mattresses, box springs, carpeting, appliances, or appliance parts, tires, and auto windshields should not be placed in or around the dumpster, you must arrange for private disposal of all of the above items. For information on disposal of the above items, call the City's Solid Waste Department at 891-4368.

RECYCLABLES

The association participates in the City's recycling program. The container is located in the Southeast corner of the property and we encourage you to use it. Each unit has received a small green recycling bin to place glass bottles, cans and recyclable paper in. These items will be picked up from the unit and taken to

the recycling center. The more you use the recycling center the less our trash costs are because our entire solid waste bill is based on the dumpster pickups and not on the recycling use.

WESTWOOD HOMEOWNERS ASSOCIATION

Condominium Property Regulations – August 26, 1992

All applicable provisions of the Tallahassee Code, Ordinances of Leon County and Statutes of the State of Florida are hereby adopted by reference and shall be effective within the Westwood Condominium area.

The rules identified by and asterisk (*) are By-Law or Declaration of Condominium provisions and cannot be modified except upon the approval of at least 51% of the owners.

RULES

1. **DRIVING** The speed limit is 15 miles per hour.
2. **PARKING** One carport space per unit is reserved for use for parking by the residents of the unit. It shall not be used for storage.
 - A. Each resident has one designated covered parking space reserved for that unit resident.
 - B. All other parking is considered "Open Parking". Parking is permitted **only** between the lines and no place else.
 - C. Any vehicle, including motor scooters and motor cycles, not legally parked (in a carport or between the lines) will be towed without notice.
 - D. Towing is authorized at Westwood 24 hours per day and in accordance with the local ordinances. **ROAM TOWING** has been authorized between midnight and 7 a.m. without notice.
 - E. If a vehicle is parked in their designated covered parking space, a resident may call the towing service under contract with Westwood Homeowners Association and have a vehicle towed. There is a sign at the entrance with the information regarding our current towing company and their phone number.
 - F. If a vehicle is illegally parked in a space **other** than the designated space for a unit owner, you must contact the Management Agent or a Board member to request that it be towed.
 - G. No boats, trailers, non-running automobiles, or automobiles without current registration may be parked or stored on the grounds of Westwood without the express permission of the Board. No unused or seldom used automobile may be parked in any non-designated spot for more than a 2 week period.
3. **SWIMMING POOL**

The pool is for the use of owners and residents. The Health Department limits the pool

capacity to 30 persons.

POOL RELATED DEFINITIONS:

Adult: A person at least 18 years of age

Resident: Adult tenant or homeowner

Patio: These are in back of and on the same ground level as the Clubhouse, outside the pool enclosure.

Pool Deck: The unobstructed area around the outside of the pool curb and on the same ground level as the pool, inside the pool enclosure.

NO LIFEGUARD ON DUTY: Persons using this facility do so at their own risk and in conformance with the following rules:

1. An adult resident or owner must accompany visitors and children under 12.
2. No pets within the pool enclosure.
3. No glass within the pool enclosure.
4. No food or beverage within the pool enclosure.

5. No running or horseplay within the pool enclosure.
6. Do not play with the lifeline, shepherd's hook or life saving ring. These items are required for safety.
7. No scuba or river floats (tubes or rafts) within the pool enclosure.
8. Radios, etc., should be played at a reasonable volume so as not to disturb those homeowners that reside by the pool.
9. Shower before entering pool.
10. Please use towels when using pool furniture.
11. Guest limit – 4 per household.
12. Pool hours – dawn to 10:00 p.m. or until pool lights go off.

4. **PETS** - Household pets are permitted subject to the following:

- A. All provisions of the Tallahassee Code as presently constituted and as amended from time to time in the future, relating to animals and fowl, are incorporated in these Rules and Regulations by reference. Violation thereof shall subject the responsible unit owner and/or the unit occupant or guest to the Sanctions set forth in the City Code and/or in these Rules and regulations.
- B. The Board of Directors have the authority under *Paragraph 5: Powers of Directors (as amended February 26, 1995) to:
 1. Limitations on Pets: The Board shall have the authority to limit the number and nature of pets kept on the premises by owners and occupants.
 2. Public Health and Sanitation: The Board may pass and enforce rules regarding safety, health and sanitation, including but not limited to, rules regarding animal

controls and wastes.

- C. Absolutely no pets or animals of any kind shall be permitted inside the pool enclosure or in the pool. Violations of the provision shall subject the responsible unit owner to legal action without a first notice warning.
- D. No pets shall be allowed to make an unreasonable amount of noise or to become a nuisance.
- E. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the common elements except that such a structure may be constructed or maintained within any balcony, deck, patio, terrace area or other limited common element, if approved in advance in writing by the Association. No animal shall be left tied up outside.
- F. Residents walking their animals should consider the rights of others as well as the effect on the general appearance of Westwood property. All animal feces other than in the dog walk area must be bagged and disposed of by the pet owner.

G. All pets (including cats) are required to have a collar to identify the owner.

- 5. **SOLICITING AND ADVERTISING** To provide optimum security, no solicitation by residents or non-residents, whether of goods, services, attendance, contributions, membership, is allowed at Westwood. No advertisement or poster of any kind shall be posted except on the Clubhouse bulletin board and there only with the consent of the Board of Directors.
- 6. **EMERGENCY ENTRY** Each homeowner shall allow the Business Manager to enter his home in case of emergency, whether the owner is present or not. Accordingly, the manager must be provided with a key to any lock upon request. This is deemed necessary to safeguard the affected and adjoining homes. **According to the Florida Statutes Chapter 718, The Condominium Act, 718.111 (5) (The Association Right of Access to units) - The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units.**
- 7. **ARCHITECTURAL CONTROL COMMITTEE** No homeowner shall erect or maintain any building, fence, wall or other structure nor may any homeowner commence or make, any exterior addition to – or change – or alteration, in the shape color, or appearance of the exterior of existing improvements until and unless the plans and specifications showing the nature, kind, shape, height, materials, color, location, and all other details of the same, shall have been submitted to and approved in writing by the Architectural Control Committee as to the quality of materials,

harmony, and external design and color, and the location in relation to surrounding structures and topography. Such approval may be withheld for any reason. In the event written approval is given, no work shall be commenced until such time as the homeowner or his contractor has obtained all permits required by law *(Declaration of Condominium paragraph 31).

8. **LAND USE AND BUILDING TYPE** No house shall be occupied or used except for residential purposes by the homeowners, their tenants and social guests *(Declaration of Condominium paragraph 30).
9. **NUISANCES** No noxious or offensive activities shall be carried on in, upon or around any house or in the common elements nor shall anything be done thereon which may be or may become an annoyance or nuisance to the remaining homeowners to any of them or which shall in any way interfere with the quiet enjoyment of any of the homeowners of their respective houses or which shall in any way increase the rate of insurance for the condominium, property *(Declaration of Condominium paragraph 31).
9. **TEMPORARY STRUCTURES** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any condominium property at any time as a residence, whether temporarily or permanently. No trailer, camper, motor home, commercial vehicle, truck or inoperable automobile, boat or similar equipment shall be permitted to remain upon any area within the condominium property other than temporarily. Standard size pickup trucks are not excluded hereby. Commercial vehicles shall not include sedans or standard size pickup trucks which are both for personal and business purposes provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board *(Declaration of Condominium paragraph 32).
10. **LIMITED COMMON AREA USE AND WINDOW COVERING** Only items normally stored on patios and decks may be stored there. Trash, garbage, automotive supplies, power tools, lumber and stuffed chairs are examples of items that may not be stored on any of the limited common areas. All windows must be covered with coverings intended for window coverings. This would include but not limited to drapes and blinds. Aluminum foil, newspaper, flags, sheets and similar materials are strictly prohibited. Film manufactured for application to windows to conserve energy and/or to reduce solar damage is permitted if installed nearly in accord with manufacturers instructions. Film that has become unsightly by peeling or for any other reason must be removed. Any tree planted must be at least 18 inches from the building and walls and must not be under the overhang of the roof. Branches of trees within patios and other limited common areas that intrude into the patio or the owner of the tree at his/her own expense must trim other limited common area of any other unit. When the diameter of any tree reaches 4 inches measured 4 1/2 feet from the ground, it is deemed to be too large and must be removed by the

owner at his/her own expense. Any damage caused by a tree planed by and owner in his/her limited common area to, but not limited to, slab, wall, roof and fence, will be charged to the owner of the unit. Any other plant shall be considered to be a tree if it becomes more than 6 feet tall or develops a stem more than 2 inches in diameter. The purpose and intent of this section is to improve the appearance of Westwood and to maintain the quality of the community.

11. SIGNS No sign or billboard of any kind shall be displayed to the public view on any house or any portion of the common elements or limited common elements except one sign of customary and reasonable dimension advertising the house for sale or rent &(Declaration of Condominium paragraph 33).

12. GARBAGE DISPOSAL Trash, garbage and other waste shall only be kept in sanitary containers and in the designated areas *(Declaration of Condominium paragraph 34).

13. RADIO AND TELEVISION ANTENNA No homeowner may be permitted to construct, alter, modify or use and operate his own external radio or television antenna until such homeowner has obtained a written consent of the Board *(Declaration of Condominium paragraph 35).

14. RIGHT TO LEASE The respective houses shall not be rented by the owners thereof for transient or hotel purposes which shall be defined as rental for any period less than ninety days or any rental if the room service for food and beverage, maid service, furnishing laundry and linen or bell boy service is included. Any tenancy shall be subject to the covenants, conditions, restrictions, limitations and uses contained in the Declaration of Condominium, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association, and homeowner shall so inform tenant *(Declaration of Condominium paragraph 36). Failure to do so may cause owner to resulting fines for violations by their tenant.

15. LAWFUL USE No immoral, improper, offensive or unlawful use shall be made to the condominium property or any part of it. All valid laws, zoning ordinance, and regulations of all governmental bodies having jurisdiction over the Condominium Properties, shall be observed * (Declaration of Condominium, paragraph 41).

16. ENFORCEMENT OF OBLIGATIONS Each homeowner shall be governed by and shall comply with the terms of the Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations adopted by the Association. Upon failure of a homeowner or tenant to comply, the Association and other homeowners shall have the right to institute legal proceedings to require such compliance. In any such proceedings, the prevailing party shall be entitled to recover its or his legal cost including a reasonable attorney's fee * (Declaration of Condominium paragraph 46).

SUGGESTED ADDITION TO RULES:

Xx *Barbeque grills are permitted on patios and balconies only. No fire pits, chimineas or other such items are permitted.*

Xx *Construction activity is limited to 8-5, M-F; 10-5 Saturday except in cases where the Board approves an exception for emergency circumstances.*

WESTWOOD HOMEOWNERS ASSOCIATION

BOARD POLICIES

Parliamentary Procedure - Robert's Rules of Order, Newly Revised, is the governing authority in all matters not otherwise covered.

President – Ex-officio a member of all committees.

Treasurer – Ex-Officio a member of the budget and finance committee.

Depository – The Board of Directors shall set up checking, savings or other accounts with any federally insured institution or institutions as is customary. The Management Agent or Board Treasurer will make all disbursements budgeted for or otherwise authorized by specific Board action.

Insurance Trustee - In lieu of appointing the Insurance Trustee provided for by paragraph 38 of the Declaration of Condominium, the Board has agreed that the business agent shall have two insurance fund accounts, **one** for “insurance receipts” and the other for “insurance expenses” showing payments from insurance funds.

Meeting Place – Notices of all Board or committee meetings will be posted on the bulletin board outside of the clubhouse main entrance.

Members Voice – Any member may speak up to two minutes on any issue that is on the agenda for any board or membership meeting. No member may speak more than two times on any issue, nor more than three times at any single meeting. In no case will any member be allowed to speak a second time at a single meeting before all members desiring to speak on an issue have had a chance to speak.

Audio/Video Taping – Any member, upon 24 hours written notice to the business manager, will be permitted to audio tape or video tape any meeting of the association provided that all set up is made in advance and not changed during the meeting in any manner that might disturb or interrupt the normal flow of discussions at the meeting.

WESTWOOD HOMEOWNERS ASSOCIATION

CLUBHOUSE RULES

The clubhouse keys are maintained by the Management Agent or Assistant Secretary. The clubhouse is for the use of owners, residents and their invited guests. It cannot be reserved for use by the invited public or

for business. The owner or resident who reserves the clubhouse must be present during the entire function.

A \$25 cleaning supplies fee is due when the clubhouse is reserved. If the member making the reservation is current in his/her account, the fee will be billed and included on his/her monthly statement. Any cleaning/damage costs will be billed to the member's account. Members whose account is not current must pay in advance \$75.00, consisting of a \$50 deposit and a nonrefundable \$25 cleaning supplies fee, before the reservation will be confirmed. Any cleaning/damage costs in excess of \$50 will be billed to the member's account. All deposits will be deposited to the Association account. The deposit must be sent in time for the deposit to clear prior to the use of the clubhouse by the Westwood resident. The \$50.00 deposit will be refunded if the key is returned by the next business day following the clubhouse use provided the clubhouse is clean and there is no damage. From the time the owner or resident picks up the keys, and until the keys are returned, the clubhouse is the responsibility of the party reserving the clubhouse. A checklist for minimal cleaning and lock-up is in one of the kitchen drawers. Failure to comply will result in a deduction from the deposit.

THE POOL CANNOT BE RESERVED WHEN RESERVING THE CLUBHOUSE. The patio may be used but not exclusively of other members. **THE BOARD MAY TAKE SANCTIONS FOR ANY ABNORMAL NOISE LEVELS DURING THE USE OF THE CLUBHOUSE.**

Guest Limit: 49

Functions: Sunday through Thursday must end by 11:30 p.m.

Friday and Saturday must end by 12:30 a.m.

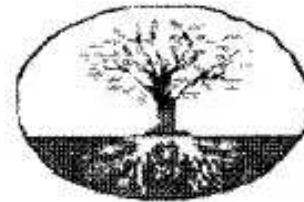
The person who reserves the Clubhouse should inspect it before use but, in any event, must be physically present during the entire function and will be responsible for the following minimal requirements after use:

- 1 Remove food and decoration.
- 2 Wipe down tabletops.
- 3 Pick up all rubbish and sweep floors.
- 4 Clean kitchen and bathrooms.
- 5 Clean oven and fireplace if used.
- 6 Take trash to dumpster and REPLACE LINER in trashcan.
- 7 Pick up all outside trash/debris, which resulted from clubhouse use.
- 8 Lock all windows and doors.
- 9 Turn off all lights and heat/air conditioning.
- 10 DO NOT turn off refrigerator.

Westwood Homeowners Association, Inc.

1440 Ocala Road
Tallahassee, FL 32304

westwoodhoa@embarqmail.com



July 24, 2008

Ms. Kimberly A. McHardy Grant
412 Westwood Drive
Tallahassee, FL 32304

Re: Repairs to 412 Westwood

Dear Ms. McHardy Grant,

You were notified prior to the Association commencing replacement of the appurtenant decks to your unit that there would likely be hidden damage that would be the financial responsibility of the owner. During the course of demolition, it was determined by Westwood's contractor that your unit, specifically parts of your unit's floor support system, had wood rot and termite damage, and you were provided with the contractor's verbal estimate of the cost of repairs. On July 8, 2008, you were provided with the contractor's written estimate of the cost of repairs to your unit's floor system. Repairs to your unit's floor system must be made before the deck construction can be completed.

You are the owner of your entire unit including the floor system. However the Association

has the obligation to provide exterior maintenance of each house and to each deck as follows: paint, maintain, and replace (if required because of normal wear, tear or deterioration), roofs, gutters, down spouts, and exterior building surfaces including retaining walls and fences. Accordingly, the Association has contracted with Jett Builders, Inc., to undertake the deck replacement and related stucco work, and is in the process of performing this work.

Your floor system is not a common element and is not identified in the Declaration of Condominium as an area subject to a duty of Association maintenance. The floor system must be repaired, however, to maintain the structural integrity of your unit. Any failure to repair the floor system will adversely affect adjoining units. The Association can not complete its repairs to the appurtenant decks until the floor system repairs are made. Your delay in repairing your floor system is adding costs to the project and has raised a voiced concern by your tenant to the Association.

The Board was hopeful of receiving your cooperation in this project so that it could be expeditiously completed, especially as you have several times raised the issue of popping nails on the sidewalk deck subjecting you to potential liability for accidents. However, you

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Kimberly A. McHardy Grant

July 24, 2008

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informed us today that you will not sign an agreement that would permit us to resume construction.

The Board is hereby exercising its right under paragraph 27 of the Declaration of Condominium to give you 30 days notice to permit you to complete the owner-responsibility repairs. After 30 days following your receipt of this notice, it is the Board's intention to make the required maintenance and repair to the unit floor system necessary so that the appurtenant decks (patio deck and sidewalk deck) can be replaced. Such repairs may require access to the interior of the unit. The replacement of the sidewalk deck will very likely reveal more previously hidden damage to your unit which will also be your responsibility.

If you fail within this 30 day notice period to complete the required repairs, and it becomes necessary for the Board to complete these repairs, the cost of performing the required repairs to your floor system shall become an additional assessment to your unit as authorized by paragraph 27 of the Declaration of Condominium.

Sincerely,

William N. Graham
President
Westwood Homeowners Association, Inc.

cc: Board of Directors