

Instrument Prepared by  
and to be Returned to:  
Frank S. Palen, Esquire  
CALDWELL & PACETTI LLP  
P. O. Box 2775  
Palm Beach, FL 33480-2775  
PC No.: 146036-2900

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**MAINTENANCE AGREEMENT  
BETWEEN  
PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT  
AND  
IL VILLAGIO COMMUNITY ASSOCIATION, INC.,**

**THIS MAINTENANCE AGREEMENT** (the "Agreement") shall be effective as of the 21<sup>st</sup> day of October, 2005 (the "Effective Date") and is being entered into by and between **PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Jacksonville, Duval County Florida (the "City"), whose mailing address is c/o Special District Services, Inc., 11000 Prosperity Farms Road, Suite 104, Palm Beach Gardens, Florida 33410 (hereafter referred to as the "District"), and **IL VILLAGIO COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, with offices at 9745 Touchton Road, Jacksonville, Florida 32246 (hereafter referred to as the "Association"). (The District and the Association are hereafter referred to individually as a "Party" or collectively as the "Parties".)

**WHEREAS**, the District was established by the City of Jacksonville, Florida pursuant to Ordinance 2004-706-E, adopted October 12, 2004 and Chapter 190, Florida Statutes, for the purpose of acquiring, planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, water and sewer systems, roadways, landscaping, and certain other infrastructure as more fully described in the District's Plan (as defined below); and,

**WHEREAS**, District owns or will acquire certain parcels of real property located entirely within the boundaries of the Il Villagio Condominium Development (hereafter referred to as "Il Villagio"), which parcels are designated as follows and are more specifically identified in attached **Exhibit "A"** and are hereafter referred of collectively as the "Property.":

- (1) Parcel "A" (±1.41 acres), being the Touchton Road Entrance Tract, together with
- (2) Parcel "B" (±1.93 acres) water management parcel; together with
- (3) Parcel "C" (±1.69 acres) water management parcel,

**WHEREAS**, there are located, constructed or installed upon the Property certain landscaping, facilities and physical improvements (collectively, the “Improvements”) which require perpetual care and maintenance identified in attached **Exhibit “B”**; and

**WHEREAS**, in order to assure that the Improvements are adequately and properly maintained, the District has adopted certain minimum standards and criteria (the “Maintenance Standards”), attached hereto as **Exhibit “C”**; and

**WHEREAS**, the Association is a Florida corporation not-for-profit, among the responsibilities of which is the maintenance, repair and management of common areas and physical improvements within Il Villagio; and

**WHEREAS**, the Parties hereto have agreed that it is in their common interest for the District to delegate to the Association and the Association has agreed to accept the responsibility of maintaining the Improvements upon the District’s Property in accordance with or in excess of the District’s Maintenance Standards; and

**NOW, THEREFORE**, in consideration of the mutual covenants, understandings and agreements contained herein, the Association and the District agree as follows:

**SECTION 1. RECITALS.** The above recitals are deemed true and correct to the best of their knowledge and are incorporated into this Agreement and made a part hereof.

**SECTION 2. PARTIES TO THE AGREEMENT.** The parties to this Agreement are as follows:

(A) District is an independent community development district established by the City of Jacksonville, Florida pursuant to Ordinance 2004-706-E, adopted October 12, 2004 and Chapter 190, Florida Statutes (together herein referred to as the “Enabling Legislation”).

(B) The Association is a Florida not-for-profit corporation created to act as the Master Association for a residential condominium community known as Il Villagio at Deerwood Park (“Il Villagio”), as identified in that certain “Declaration of Covenants, Restrictions and Easements” recorded on October 12, 2004 as Document No. 2004327340 in Official Records Book 12091 Pages 31 through 92, inclusive of the Public Records of Duval County, Florida, as they presently appear or may be amended or supplemented from time to time.

**SECTION 3. DESCRIPTION OF THE PROPERTY.**

The Property that is the subject of this Agreement is identified in attached **Exhibit “A”** and comprises a portion of the site of Il Villagio, which lies entirely within the jurisdictional



boundaries of the District.

**SECTION 4. DESCRIPTION OF THE IMPROVEMENTS.**

The Improvements are identified in attached **Exhibit “B”**.

**SECTION 5. MAINTENANCE STANDARDS**

(A) The Maintenance Standards are attached hereto and incorporated herein as attached **Exhibit “C”**

(B) The Maintenance Standards may be changed or modified from time to time by mutual written agreement of the Parties without the necessity of amending this Agreement.

**SECTION 6. PROCEDURE FOR ASSUMPTION OF MAINTENANCE RESPONSIBILITIES.**

The Parties agree that the following procedures shall be applicable to the turnover of Maintenance Service obligations to and their acceptance by the Association:

(A) Initial Joint Inspection. Prior to commencement of the Association’s obligation to provide Maintenance Services for the Improvements, the District shall send a Request for an Improvement Inspection (substantially in accordance with the format set forth in attached **Exhibit “D”**) to the Association, following which the Parties shall promptly schedule a joint inspection of the therein identified Improvement(s) (the “Initial Joint Inspection”).

(B) Written Notice of Acceptance, Acceptance with Conditions or Rejection. Upon completion of the Initial Joint Inspection, the Association shall have ten (10) business days to provide written notice to the District, that:

(i) the Association accepts maintenance responsibility for the Improvements without objections as to the condition of any one or more of the subject Improvements; or

(ii) the Association accepts maintenance responsibility for the Improvements provided the District agrees to rectify, repair and/or replace such of the deficient Improvement(s) as reasonably requested by the Association in its notice; or

(iii) the Association refuses to accept maintenance responsibility for the Improvement(s) until such time as the District rectifies repairs and/or replaces such deficient Improvement(s) as set forth in the Association’s notice.

Failure of the Association to provide the required written notice at or before the end of the tenth (10<sup>th</sup>) business day shall be deemed for the purposes of this Agreement as the equivalent of a refusal of the Association to accept the subject Public Improvement(s).

(D) Remedial Action and Inspection. If the Association timely submits a written notice of objection regarding the condition of an Improvement to the District and the District agrees with the objection, then the District shall promptly commence appropriate remedial rectification, repair and/or replacement actions as to same. Upon the completion of remedial activity, a Second Joint Inspection of those Improvement(s) which were the subject of an objection shall be promptly scheduled. If, upon completion of the Second Joint Inspection, the Improvement(s) are then in acceptable condition to the Association, the Association shall thereupon and thereafter be immediately responsible for the provision of Maintenance Services for same. The Association's acceptance of maintenance responsibilities shall be confirmed in writing, which acceptance shall not be unreasonably withheld.

(E) Dispute Resolution. If the District disagrees with any one or more of the Association's objections, the District shall have five (5) business days following receipt of the Association's objections, to notify the Association in writing of the basis for disagreement. Following which, the Parties shall promptly meet and make a diligent, good faith effort to arrive at a mutually acceptable resolution of the dispute.

(F) If the parties are unable to arrive at a mutually acceptable resolution of their differences, the District may then issue a final written request to the Association that the Association either accept the Maintenance Service obligation as to the disputed Improvement(s) in its/their existing condition or reject same. The Association shall, following receipt of such written request, have ten (10) business days within which to submit its written acceptance or rejection to the District. If the Association should then once again reject acceptance of the Maintenance Service for the disputed Improvement(s), then in that event the District may implement such provision of maintenance for the disputed Improvement(s) as it deems appropriate. Failure of the Association to provide the required written notice at or before the end of the tenth (10<sup>th</sup>) business day shall be deemed for the purposes of this Agreement as the equivalent of a refusal of the Association to accept the subject Improvement(s).

## **SECTION 7. ASSOCIATION'S MAINTENANCE RESPONSIBILITIES.**

The Association hereby agrees as follows:

(A) As long as this Agreement shall remain in effect, the Association shall be solely responsible for all costs and liabilities that are associated with or arise out of the Association's provision of those applicable Maintenance Services described in attached **Exhibit "C"** (the



"Maintenance Services"), as they may be amended from time to time by mutual agreement.

(B) The Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors, with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Property and the Improvements are properly maintained and continue to function in accordance with their intended purpose(s). In addition, since the Property will require different types of maintenance, the maintenance intervals and the time periods within which maintenance tasks must be performed by the Association shall be flexible and adjusted periodically depending on the condition of the Property, the Improvements and their maintenance needs.

**SECTION 8. RESPONSIBILITY FOR ACTS OF FORCE MAJEURE.**

The District and the Association agree that the Maintenance Services identified herein or as subsequently assumed by the Association are not intended to, nor do they include, the repair or replacement of any Improvements on, under over or within the Property if they are damaged as a direct result of a hurricane, tornado, freeze damage, fire, drought (if so officially declared as such by SJRWMD or other competent regulatory authority) or flooding, provided that such damage did not result from any intentional or negligent act or omission of the Association or could have been avoided through the exercise of reasonable due care by the Association. Rather, the repair and/or replacement of Improvements required because of such damage to the Property or Improvements thereon shall be the responsibility of District; provided, however, that the timing and extent of District's repair and/or replacement of same shall be determined by District at its sole reasonable discretion. Further, it is mutually acknowledged that any and all expenses or costs that may be incurred by District in order to repair or replace such damaged Improvements shall be paid solely through funds collected as a result of District's levy of non-ad valorem assessments upon the assessable real property located within the District.

**SECTION 9. PAYMENT OF ASSESSMENTS DUE AND OWNING TO DEERWOOD PARK NORTH OWNERS' ASSOCIATION, INC.**

The Parties acknowledge that the Property may be subject to annual, special and other assessments imposed by the Deerwood Park North Owners' Association ("Deerwood Association") pursuant to those certain "Protective Covenants of Deerwood Park North" recorded in Official Record Book 7181, Page 690, as amended, Official Records of Duval County, Florida. The Association agrees to promptly pay all such assessments imposed upon the Property during the term of this Agreement and will register its name and address with the Deerwood Association as the party responsible to receive invoices.

**SECTION 10. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** The Maintenance Services once assumed by the Association for the Property shall be carried out in strict compliance with all required governmental entities' and agencies' permits, requirements, rules, acts, orders, regulations and restrictions, including, but not limited to, the following entities: (A) the District, (B) SJRWMD, (C) Florida Department of Environmental Protection, (D) County of Duval and (E) the City of Jacksonville.

**SECTION 11. DISTRICT INGRESS AND EGRESS.** The assumption by the Association of the provision of Maintenance Services for the Property shall in no way interfere with or obstruct the District's right of ingress and egress to and from said Property or its inspection of same.

**SECTION 12. EMERGENCY INTERVENTION BY DISTRICT.** In the event of an emergency, as so determined by District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary, the District reserves the unilateral right to implement or initiate, without advance notice, the following:

(A) the provision of Maintenance Services to the Property, and

(B) the upgrade, removal, repair, relocation and/or replacement, as the case may be, of any improvements in, on, under or over the Property on an emergency basis. It being understood that following termination of the emergency event and conclusion of emergency remedial actions, if any, the District shall so notify the Association in writing and the Association shall thereupon be obligated to resume the provision of Maintenance Services for the subject Real Property.

**SECTION 13. REMEDIES UPON ASSOCIATION DEFAULT.** The District may elect any one of the following remedies if the Association should default in carrying out the terms and conditions of this Agreement or ceases to be a not-for-profit corporation in good standing with the State of Florida, namely:

(A) In the event the Association should fail to comply or satisfy the requirements of Sections 9 (Compliance with Governmental Regulations) or 15 (Insurance) of this Agreement or ceases to be a not-for-profit corporation in good standing with the State of Florida, such failure shall be deemed a material breach of this Agreement. In which event, the District, at its sole discretion and without advance notice, may elect to initiate its own maintenance program and assume full control over some or all of the Property; provided, however, the District shall be obligated to give verbal or written notice to the Association as soon thereafter as is reasonably possible, but in no event less than two (2) business days after commencement of the District maintenance program.

(B) If the Association should fail, refuse or neglect to furnish any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of written notice of default from the District, then in that event the District, at its sole discretion and without further notice, may elect to initiate a maintenance program and assume full control and maintenance responsibility as to some or all of the Property.

(C) At such time as the District initiates a maintenance program for the Property, the Association (following receipt of verbal or written notice from District) shall thereupon immediately discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to by and between the parties hereto. Further, in such event, the Association agrees as follows:

(i) Upon District's institution of a maintenance program for the Property and every three (3) months thereafter, District shall issue to the Association a written invoice setting



forth the estimated amount of money District reasonably calculates it will need to have on hand for the next three (3) month period in order to implement and carry out its maintenance program. The Association shall pay to District such sum of money for each such upcoming three (3) months so that the District can implement and carry out its maintenance program. Each such payment to the District shall be made within thirty (30) calendar days of receipt of the District's invoice.

(ii) The quarterly payment amounts shall be determined by District and based upon the amount of money that District reasonably anticipates it will have to expend in three (3) month increments from the date of its initiation of a District maintenance program to the date that District anticipates receiving through its normal levy and assessment process sufficient non-ad valorem maintenance assessments for such maintenance activity.

(D) In the alternative, if District reasonably believes that the Association is or has failed to carry out any one or more of the Maintenance Services as herein assumed by it, or the Association fails to make prompt payment to District as herein required, District may elect to take such legal or administrative action as District deems necessary in order to compel compliance; provided, however, that before District may initiate any such action for the Association's failure to provide Maintenance Services, District must first provide thirty (30) calendar days advance written notice to the Association of the nature of the alleged default. The Association, following the date of receipt of said notice, shall then have thirty (30) calendar days to take appropriate and substantive remedial action to cure the alleged default.

#### **SECTION 14. INDEMNIFICATION.**

The Association does hereby indemnify and hold District harmless of and from any and all loss or liability that the District may sustain by reason of the Association's assumption of the Maintenance Services, as may result from or arise out of the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to:

- (i) direct costs and damages,
- (ii) indirect or consequential costs and damages (provided there is a proximate cause relationship) and
- (iii) any and all injuries and/or damages sustained by persons or damage to property, including such reasonable attorney fees and costs (including appellate or mediation) that may be incurred by the District that relate thereto.

Provided, however, it is understood and agreed that this Section does not indemnify the District for the Association's misfeasance, malfeasance, non-feasance, negligence or failure to carry out the terms and conditions of this Agreement if same is caused by, or at the direction of the District.

**SECTION 15. INSURANCE.** The Association shall be required, on or before the date of the execution of this Agreement and without any interruption or lapse thereafter, to provide to the District, a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth on attached **EXHIBIT "E"**. Further said Certificate of Insurance shall on its face reflect the following:

(A) District as an additional insured to the extent set forth on attached **EXHIBIT "E"**.

(B) District as the certificate holder of the Certificate of Insurance.

(C) That the insurance coverage represented by the Certificate of Insurance shall not be terminated or reduced unless thirty (30) calendar days prior written notice of such termination or reduction (or ten [10] calendar days if canceled for non-payment) is mailed by first class U.S. Mail to District.

**SECTION 16. EARLY TERMINATION.** Except as otherwise permitted in this Agreement, either party may terminate this Agreement on October 1st of any subsequent year (excluding the year of the Agreement's Effective Date) but only following the delivery of written notice of such intent to terminate to the other party on or before March 1st of such year (i.e. six months prior advance notice of intent to terminate must be given to the other party).

**SECTION 17. TERM OF THE AGREEMENT.** Unless terminated as permitted in this Agreement, this Agreement shall continue in perpetuity.

**SECTION 18. MISCELLANEOUS PROVISIONS.**

(A) **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex, electronic mail or facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

**AS TO DISTRICT:**                    **PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT**  
c/o Special District Services, Inc.  
11000 Prosperity Farms Road, Suite 104  
Palm Beach Gardens, Florida 33410  
Attn: Peter L. Pimentel, District Manager  
Telephone: (561) 630-4922; Telecopy: (561) 630-4923

**With a copy to:**                    Caldwell & Pacetti LLP  
325 Royal Palm Way, Suite 300  
Palm Beach, Florida 33480  
Attn: Kenneth W. Edwards, Esq.  
Telephone: (561) 655-0620; Telecopy: (561) 655-3775



**AS TO DEVELOPER:**        **DEERWOOD DEVELOPMENT, L.L.C.**  
2601 South Bayshore Drive  
Miami, Florida 33133  
**Attn:** Eduardo Avila, Manager  
Telephone: (305) 857-0400; Telecopy: (305) 857-0441

**With a copy to:**         Robert M. Haber, Esq.  
Freeman Haber Rojas & Stanham P.A.  
520 Brickell Avenue  
Suite O-305  
Miami, Florida 33131  
Telephone: (305) 374-3800; Telecopy: (305) 374-1156

**AS TO ASSOCIATION:**   **IL VILLAGIO COMMUNITY ASSOCIATION, INC.**  
c/o Leland Management  
8009 South Orange Avenue  
Orlando, Florida 32809  
Attention:     President  
Phone: 407-447-9955 Telecopy: 407-447-9899

**With a copy to:**         Robert M. Haber, Esq.  
Freeman Haber Rojas & Stanham, P.A.  
520 Brickell Avenue  
Suite O-305  
Miami, Florida 33131  
Telephone: (305) 374-3800 Telecopy: (305) 374-1156

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

(B) **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

(C) **Binding Effect.** All of the terms and provisions of this Agreement whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

(D) **Assignability.** This Agreement may not be assigned without the prior written consent of all parties to this Agreement, provided such consent may not be unreasonably withheld.

(E) **Severability.** If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

(F) **Governing Law and Venue.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in the Fourth Judicial Circuit in and for Duval County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.

(G) **Waiver of Jury Trial.** The parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The parties have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of the availability of competent legal counsel.

(H) **Time of the Essence.** Time is of the essence with respect to this Agreement.

(I) **Headings.** The headings contained in this Agreement are for the convenience of reference only, and shall not limit or otherwise affect in any way the meaning of interpretation of this Agreement.

(J) **Right of Remedies.** The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights of remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

(K) **Construction.** The parties acknowledge that each has shared equally in the drafting and construction of this Agreement and, accordingly, no Court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

(L) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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(M) **Effective Date.** This Agreement shall be effective as of the last date that it is signed by all parties hereto.

Executed by the ASSOCIATION this 21<sup>st</sup> day of October, 2005.

Signed, sealed and delivered in the presence of the following witnesses as to ASSOCIATION

Nancy H. Slagle  
(signature)  
Nancy H. Slagle  
(print name)  
\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(print name)

**IL VILLAGIO COMMUNITY ASSOCIATION, INC.**, a Florida corporation not-for-profit

BY: [Signature]  
Jorge J. Ortega, President

ATTEST:  
BY: [Signature]  
Steve Cissel, Secretary

[CORPORATE SEAL]  
Seal

STATE OF FLORIDA        )  
  )ss:  
COUNTY OF DUVAL        )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October, 2005, by Jorge J. Ortega and Steve Cissel, the President and Secretary, respectively of **IL VILLAGIO COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of the said corporation, who are personally known to me or who presented \_\_\_\_\_ as evidence of identity.

Nancy H. Slagle  
NOTARY PUBLIC  
My Commission Number:  
My Commission Expires:



Executed by the DISTRICT this 21<sup>st</sup> day of October, 2005.

Attest:

**PRINCIPAL ONE COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit of  
special purpose government

By: Todd Wodraska  
Todd Wodraska, Assistant Secretary

By: Jack O. Kaplan  
Jack O. Kaplan, Chair

(DISTRICT Seal)

STATE OF FLORIDA            )  
  )ss:  
COUNTY OF Duval        )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October, 2005, by Jack O. Kaplan as Chair of the Board of Supervisors and Todd Wodraska, as Assistant Secretary, respectively, of the **PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT**, on behalf of the said Community Development District, who are ✓ personally known to me or who produced \_\_\_\_\_ as identification.

Nancy H. Slagle  
NOTARY PUBLIC  
My Commission Number:  
My Commission Expires

[NOTARY SEAL]





## EXHIBIT "A"

### LEGAL DESCRIPTION OF THE PROPERTY

#### PARCEL A

#### (II Villagio Touchton Road Entrance Parcel)

A portion of Parcel "S", Deerwood Park North Replat Number One as recorded in Plat Book 51, Pages 6, 6A through 6N, Current Public Records of Jacksonville, Duval County, Florida, being a portion of those certain lands described in deed recorded at Official Records Volume 10691, Page 910, said public records, and being more particularly described as follows:

For a Point of Beginning, commence at the Southwesterly corner of said lands recorded in Official Records Volume 10691, page 910, said point also lying in the Northeasterly right of way line of Touchton Road, a 100 foot wide right of way as now established; thence North 20° 51' 21" East, along the boundary line of said lands and departing said Northeasterly right of way line, 57.10 feet; thence South 70° 03' 45" East, departing said boundary line, 35.89 feet; thence South 14° 55' 35" West, 23.48 feet; thence South 71° 33' 13" East, 79.34 feet; thence South 84° 25' 59" East, 142.23 feet; thence North 09° 18' 32" East, 59.50 feet; thence South 80° 25' 27" East, 122.18 feet; thence South 06° 52' 11" West, 15.95 feet; thence South 83° 37' 35" East, 167.06 feet; thence South 75° 49' 01" East, 142.88 feet; thence South 64° 34' 10" East, 167.51 feet to a point lying on a curve; thence Northeasterly, along the arc of said curve concave Southeasterly having a radius of 59.48 feet, through a central angle of 47° 08' 13", an arc length of 48.93 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 82° 05' 01" East, 47.56 feet; thence North 34° 27' 52" East, 86.33 feet; thence South 55° 32' 08" East, 141.00 feet; thence South 34° 27' 52" West, 67.83 feet; thence South 59° 54' 40" West, 23.52 feet to a point lying on a curve; thence Southeasterly, along the arc of said curve concave Southwesterly having a radius of 68.87 feet, through a central angle of 36° 19' 55", an arc length of 43.67 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 10° 53' 59" East, 42.94 feet; thence South 41° 38' 50" East, 108.51 feet to the Southerly boundary of said lands; thence South 69° 31' 17" West, along said Southerly boundary, 33.43 feet to the Northeasterly right of way line of Touchton Road East, a 100 foot wide right of way, said point lying on a curve; thence Northwesterly, along said Northeasterly right of way line of Touchton Road East and Touchton Road and around the arc of said curve concave Southeasterly having a radius of 800.00 feet, through a central angle of 55° 20' 34", an arc length of 772.73 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 67° 54' 49" West, 743.04 feet; thence Northwesterly, continuing along said Northeasterly right of way line of Touchton Road and around the arc of said curve concave Northeasterly having a radius of 800.00 feet, through a central angle of 26° 26' 52", an arc length of 369.28 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North 82° 20' 52" West, 366.01 feet.

Containing 1.41 acres, more or less.

**TOGETHER WITH:**

**PARCEL B  
(Il Villagio West Pond)**

A portion of Parcel "S", Deerwood Park North Replat Number One as recorded in Plat Book 51, Pages 6, 6A through 6N, Current Public Records of Jacksonville, Duval County, Florida, being a portion of those certain lands described in deed recorded at Official Records Volume 10691, Page 910, said public records, and being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of said deed parcel lying on the Northerly right of way line of Touchton Road, according to said plat, and run North  $68^{\circ}59'00''$  East, 549.48 feet to the Point of Beginning.

From said Point of Beginning, thence run North  $09^{\circ}18'32''$  East, 217.88 feet to a point of curvature of a curve, concave Southeasterly, having a radius of 30.00 feet; thence run Northeasterly, along the arc of said curve, through a central angle of  $94^{\circ}29'46''$ , an arc length of 49.48 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $56^{\circ}33'25''$  East, 44.06 feet; thence run South  $76^{\circ}11'41''$  East, 160.76 feet to the point of curvature of a curve concave Southerly, having a radius of 100.00 feet; thence run Southeasterly, along the arc of said curve, through a central angle of  $16^{\circ}06'48''$ , an arc length of 28.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $68^{\circ}08'17''$  East, 28.03 feet; thence run South  $60^{\circ}04'53''$  East, 2.92 feet to the point of curvature of a curve concave Northerly, having a radius of 100.00 feet; thence run Southeasterly, along the arc of said curve through a central angle of  $16^{\circ}06'48''$ , an arc length of 28.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $68^{\circ}08'17''$  East, 28.03 feet; thence run South  $76^{\circ}11'41''$  East, 50.81 feet to the point of curvature of a curve concave Westerly, having a radius of 25.00 feet; thence run Southeasterly, along the arc of said curve, through a central angle of  $124^{\circ}51'54''$ , an arc length of 54.48 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $13^{\circ}45'45''$  East, 44.32 feet; thence run Southerly, along the arc of a curve concave Easterly, having a radius of 127.22 feet, through a central angle of  $91^{\circ}21'25''$ , an arc length of 202.85 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $02^{\circ}59'30''$  West, 182.03 feet; thence run Southwesterly, along the arc of a curve concave Northwesterly, having a radius of 25.00 feet, through a central angle of  $146^{\circ}29'31''$ , an arc length of 63.92 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $30^{\circ}33'33''$  West, 47.88 feet; thence run North  $76^{\circ}11'41''$  West, 298.65 feet to the point of curvature of a curve concave Northeasterly, having a radius of 25.00 feet; thence run Northwesterly, along the arc of said curve, through a central angle of  $85^{\circ}30'14''$ , an arc length of 37.31 feet to the point of tangency of said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of North  $33^{\circ}26'35''$  West, 33.94 feet.

Containing 1.93 acres, more or less.



**TOGETHER WITH:**

**PARCEL C  
(II Villagio East Pond)**

A portion of Parcel "S", Deerwood Park North Replat Number One as recorded in Plat Book 51, Pages 6, 6A through 6N, Current Public Records of Jacksonville, Duval County, Florida, being a portion of those certain lands described in deed recorded at Official Records Volume 10691, Page 910, said public records, and being more particularly described as follows:

For a Point of Reference commence at the Southwesterly corner of said deed parcel lying on the Northerly right of way line of Touchton Road, according to said plat, and run North  $78^{\circ}19'25''$  East, 1331.89 feet to the Point of Beginning.

From said Point of Beginning, thence run North  $20^{\circ}28'37''$  West, 66.08 feet to the point of curvature of a curve concave Easterly, having a radius of 22.00 feet; thence run Northerly, along the arc of said curve, through a central angle of  $88^{\circ}48'44''$ , an arc length of 34.10 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $23^{\circ}55'45''$  East, 30.79 feet; thence run North  $68^{\circ}20'07''$  East, 14.97 feet to the point of curvature of a curve concave Northwesterly, having a radius of 137.50 feet; thence run Northeasterly, along the arc of said curve, through a central angle of  $39^{\circ}15'40''$ , an arc length of 94.22 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $48^{\circ}42'17''$  East, 92.39 feet; thence run North  $29^{\circ}04'27''$  East, 75.70 feet to the point of curvature of a curve concave Northwesterly, having a radius of 20.00 feet; thence run Northeasterly, along the arc of said curve, through a central angle of  $58^{\circ}16'03''$ , an arc length of 20.34 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $58^{\circ}12'28''$  East, 19.47 feet; thence run North  $87^{\circ}20'29''$  East, 117.86 feet to the point of curvature of a curve concave Southerly, having a radius of 100.00 feet; thence run Easterly, along the arc of said curve, through a central angle of  $15^{\circ}22'17''$ , an arc length of 26.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $84^{\circ}58'22''$  East, 26.75 feet; thence run South  $77^{\circ}17'13''$  East, 241.19 feet to the point of curvature of a curve concave Southwesterly, having a radius of 20.00 feet; thence run Southeasterly, along the arc of said curve, through a central angle of  $77^{\circ}17'13''$ , an arc length of 26.98 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $38^{\circ}38'37''$  East, 24.98 feet; thence run Due South, 39.05 feet to the point of curvature of a curve concave Northwesterly, having a radius of 20.00 feet; thence run Southwesterly, along the arc of said curve, through a central angle of  $90^{\circ}00'00''$ , an arc length of 31.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $45^{\circ}00'00''$  West, 28.28 feet; thence run Due West, 174.73 feet to the point of curvature of a curve concave Southerly, having a radius of 25.00 feet; thence run Westerly, along the arc of said curve through a central angle of  $27^{\circ}46'03''$ , an arc length of 12.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South

76°06'58" West, 12.00 feet; thence run South 62°13'57" West, 55.01 feet; thence run South 69°31'23" West, 253.98 feet to a point of curvature of a curve concave Northeasterly, having a radius of 22.00 feet; thence run Northwesterly, along the arc of said curve, through a central angle of 90°00'00", an arc length of 34.56 feet to the point of tangency of said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of North 65°28'37" West, 31.11 feet.

Containing 1.69 acres, more or less.



## EXHIBIT "B"

### DESCRIPTION OF THE IMPROVEMENTS ON THE PROPERTY

1. **SURFACE WATER MANAGEMENT IMPROVEMENTS:**

The two ponds identified as "Stormwater Management Facility No. 1" (West Pond) and Stormwater Management Facility No. 2" (East Pond) as shown on the approved drawings entitled "Paving and Drainage Plan" prepared by England-Thims & Miller, Inc., Project No. E-01-201, Sheets 7 thru 9, of the plans for "Il Villagio at Deerwood Park", dated December 2002. The Improvements do not include any pipes, interconnects or other drainage and surface water management facilities draining into or out of the two ponds.

2. **LANDSCAPE IMPROVEMENTS:**

All landscaping within the Property, including grass planting, as shown on the approved drawings entitled "Landscape Plans" prepared by England-Thims & Miller, Inc., Project No. E-01-201, Sheets L-1 thru L-13, of the plans for "Il Villagio at Deerwood Park", dated December 2002.

3. **IRRIGATION IMPROVEMENTS:**

All irrigation equipment and systems within the Property (including pipes, heads, control equipment, and all appurtenances thereto) installed per City of Jacksonville/Duval County Standards, as shown on the approved plans entitled "Irrigation Plans" prepared by England-Thims & Miller, Inc., Project No. E-01-201, Sheets IR-1 thru IR-8 of the plans for "Il Villagio at Deerwood Park", dated December 2002

4. **INCIDENTAL LIGHTING IMPROVEMENTS**

All incidental lighting Improvements and appurtenant electrical connections installed upon the decorative screening wall located within Parcel "A" (the Touchton Road Entrance Parcel), as shown on the approved Building Plans therefor on file with the City of Jacksonville, Florida.

5. **SIDEWALK IMPROVEMENTS:**

Sidewalks within Parcel "A" (the Touchton Road Entrance Parcel), as shown on the approved Site Geometry Plans prepared by England-Thims & Miller, Inc., Project No. E01-201, Sheets 3 and 4 of the plans for "Il Villagio at Deerwood Park", dated December 2002.

6. **DECORATIVE CONCRETE SCREENING WALL IMPROVEMENTS:**

Decorative concrete screening walls within Parcel "A" (the Touchton Road Entrance Parcel) (but excluding the gate and related mechanical and electrical equipment at the West Entrance), as shown on the approved Building Plans therefor on file with the City of Jacksonville, Florida.



## EXHIBIT "C"

### PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT MAINTENANCE STANDARDS FOR ALL DISTRICT IMPROVEMENTS

#### I. IN GENERAL

- 1.1 MINIMUM STANDARDS. These Maintenance Standards shall be the minimum required maintenance standards for all District-owned facilities or improvements.
- 1.2 INCORPORATION IN SUB-CONTRACTS. These Maintenance Standards shall be incorporated into any contract for maintenance services executed by the Association.
- 1.3 GENERAL REQUIREMENTS FOR ALL SERVICES.
  - (A) The Association will be provided access to all required Work areas by the District.
  - (B) All Associations or Association Contractors equipment will be marked for easy identification and crew personnel will wear clothing identifying the Association or Contractor.
  - (C) No fuel, chemicals or equipment may be stored on the Property unless approved by the District.
  - (D) Should posting of "Danger" or "Warning" signs be required, it will be the responsibility of the Association with prior notification of and approval of the District.
  - (E) The District reserves the right to inspect, at any time upon notice to the Association, the spraying and/or other equipment and to approve operating personnel.
  - (F) All Contractors shall adhere to all Federal, State and local regulations governing the application, transportation, storage, use and disposal of products utilized in the performance of this Contract. These regulations include, at a minimum, F.I.F.R.A. 29 CFR 1920, OSHA General Industry Standards and Chapter 487, Florida Statutes.
  - (G) Crew members shall conduct themselves in a professional manner at all times while performing the Work.
  - (H) The Association shall obtain all permits required to perform the Work.
  - (I) Contractor shall notify the Association prior to engaging in any discussions with the news media regarding the Work or the Property.

## **II. REQUIRED GENERAL MAINTENANCE SERVICES.**

The following maintenance services shall be provided for any Improvement owned by the District, as applicable:

- 2.1. All utilities, including but not limited to electricity, water (either potable or reuse, as may be appropriate and authorized), sewer, telephone, trash collection, trash disposal, and natural gas to the extent required to be used, expended or available for the proper operation and maintenance of an Improvement.
- 2.2. Fertilizer, mulch, edging, hedging, mowing, trimming, thinning, weeding and pesticide treatment services as may be necessary and appropriate for landscape Improvements, including but not limited to trees, shrubs and ground cover, together with their replacement with comparable and suitable landscaping if diseased, dying or dead.
- 2.3. Maintenance, repair and/or replacement services for landscape irrigation system components, including but not limited to sprinkler heads, wiring and controllers, piping, valves and reuse water signage, all of which shall be done in accordance with specifications to be provided to the District for approval at the time of the Association's assumption of Maintenance Services for same.
- 2.4. Cleaning and painting services for Entry Features, monuments and related special signs (but excluding traffic signs).
- 2.5. Cleaning and treatment services for the roofing components of Entry Features and monuments.
- 2.6. Maintenance, repair and/or replacement services for accent lighting fixtures, including bulbs.
- 2.7. All personnel and equipment necessary in order to provide the above described Maintenance Services.

## **III. SUPPLEMENTAL MAINTENANCE REQUIREMENTS AND SPECIFICATIONS**

The following Supplemental Maintenance Requirements and Specifications shall be applied to the extent applicable:



### 3.1 LANDSCAPE MAINTENANCE.

(A) **SCOPE OF WORK.** The provision of fertilizer, mulch, edging, mowing, trimming, thinning, weeding and pesticide treatment services as may be necessary and appropriate for landscape Improvements, (including but not limited to trees, shrubs and ground cover), together with their replacement with comparable and suitable landscaping if diseased, dying or dead.

#### (B) SPECIFICATIONS AND MINIMUM STANDARDS

(1) Grass Mowing. All grass shall be mowed according to the following standards:

- i. All Sites will be mowed at the frequency as identified on the individual maintenance sheets.
- ii. Grass clippings may be left on the turf areas, provided, there are no readily visible clumps or excessive clippings remaining. Any and all clumps shall be removed from the lawn immediately after mowing. These clippings or debris will be bagged and removed from the site by the Contractor.
- iii. Grass clippings or debris generated as a result of mowing operations shall be removed from adjacent walks, drives, gutters, curbs, pavement and other hardscape surfaces on the same day as mowed or trimmed. Clippings or debris will be bagged and removed from the site by the Contractor.
- iv. All litter and debris, or items that may be propelled by mower blades shall be removed from the turf or sod area before mowing operations begin. The collected debris shall not be discarded into any landscape areas including landscape beds, drainage structures, or paved surfaces. Debris shall be removed from the site and disposed of properly by the Contractor.
- v. Finished height of cut shall be maintained at 3 ½ inches for both St. Augustine (Floritam) grass and Bahia grass. The District retains the option to adjust the mowing heights as necessary.
- vi. Mower blades shall be sharpened regularly to deliver a finished, level finished surface, devoid of ruts, scalped turf or uneven sod.
- vii. Mowing must be performed in a timely, and systematic, fashion in order to maintain the integrity and appearance of the landscape design. Contractor shall alternate mowing patterns to avoid mower wheel rut patterns, where the size of the mowing area permits.
- viii. Mowing must be performed carefully so as not to "de-bark" trees or shrubs, intrude into covered beds, damage sprinkler heads, valves, manifolds, time clocks, curbs or other facilities.

(2) Edging. “Edge” is defined as a sharp, distinct, visually discernable, vertical line of sod at all junctions of turf grass and any other material such as concrete, asphalt, mulch etc.

- i. Maintenance sites requiring edging applications are specifically identified in the individual maintenance sheets. Where indicated, edging shall be done with every cut.
- ii. Mechanically edge all turf edges abutting sidewalks; flush paved surfaces including all road curbs, drives, etc.
- iii. Mechanically edge all landscaping bed/sod interfaces, including individual tree rings (18” from outside of tree trunk, minimum.)
- iv. A mechanical blade edger will be used for all edging. Edging with string-type trimmers is not permitted.
- v. Dirt and debris produced by edging or trimming shall be removed, swept or blown from adjacent hard surfaces.
- vi. Chemical edging is prohibited.

(3) Mulching. Mulch chips, single chip size, free of weed seeds and other deleterious materials and suitable for top dressing shall be used as required to maintain beds at a minimum depth of three (3) inches. Mulch shall not be shreds. Mulch will be Grade “A” Cypress, “No-Float” blend Mulch will be applied twice annually per the following schedule:

- i. May – completed by Memorial Day.
- ii. November - completed by mid November (prior to Thanksgiving)

(4) Pruning. Plants, awkward in shape, diseased, insect infested or which have dead parts or may cause a safety hazard, shall be pruned on an as-needed basis according to the following standards:

i. Shrubs and Groundcovers:

1. Shrubs within landscaping beds shall be maintained once monthly to provide maximum opaqueness.
2. No pruning shall be permitted as to render the top of the foliage mass to be wider than the base of the foliage.
3. Pruning shall be performed to leave hedges in a uniform horizontal height. The District shall establish the height of various planting areas and hedge levels.
4. Chemical trimming or pruning is absolutely prohibited.
5. All trimming and pruning debris must be removed from the site on the same day of each trimming and disposed of properly by the Contractor.

ii. Trees and Palms:

1. Tree pruning shall be completed as reasonably required upon an agreed schedule .
2. Materials to be pruned:



- Dead, dying or unsightly parts of the tree.
  - Sprouts growing at or near the base of the tree trunk.
  - Crossed branches that may rub together.
  - Nuisance growth that interferes with view, walks, lighting, or signage.
  - Nuisance growth, removal of all dangerous branches, thorns and fronds that indicate potential conflict with people, including but not limited to branches overhanging sidewalks, encroaching guardrails and vehicular traffic.
3. Pruning paint is prohibited.
  4. Pruning will be performed using sharp and proper pruning tools.
  5. Chemical treatment for sucker growth is prohibited.
  6. Branches, dead wood and cuttings resulting from pruning, shall be removed from the job site and disposed of off site by the Contractor in an acceptable manner.
  7. Any lawn and shrub areas damaged by pruning equipment shall be replaced at the Contractor's expenses.
  8. Dead Palm fronds shall be removed from the palm head and trunk of any Palm species up to the defined height of 16' 0".

(5) Fertilizer. Trees, palms, shrubs, ground cover and grass areas shall be fertilized to maintain healthy viable vegetation. The District reserves the right to approve the composition of the fertilizer. Fertilizer shall be applied per the individual guidelines below for (i) Turf, (ii) Trees/Shrubs, and (iii) Palms. application.

i. Turf:

1. The fertilizer shall be a granular fertilizer with composition of 15-5-15. It shall be a complete fertilizer (containing both major and micro nutrients), sulfur coated, time released, and applied at a rate of 1 lb. of nitrogen per 1,000 sq. ft. of sod. Contractor shall not use any forms of fertilizers other than those specified, without specific approval from the District Engineer.
2. Sod, as specified in the individual maintenance specification sheets, shall be fertilized three (3) times yearly; 1st week of October, 1st week of December, 1st week of April.
3. Contractor will notify the Association 24 hours in advance of the application of fertilizer to allow for the adjustment of irrigation systems.
4. All residual fertilizers remaining on any hardscape surfaces

shall be removed immediately after the application process is completed and prior to becoming wet in order to avoid staining.

ii. Trees, Shrubs, & Ground Covers:

1. Fertilizer shall be applied at a rate of 1.5 to 3 lbs/100 SF to all shrubs and ground covers and at a rate of 3 lbs/inch of trunk diameter to 6" and 5 lbs/inch to all trees greater than 6" with (except Pine Trees, Cabbage Palms, and Palmettos).
2. Fertilizer shall be a complete fertilizer (containing both major and micro nutrients), sulfur coated, time released, 10-10-10 analysis, or as otherwise recommended because of specific plant species. Contractor shall not use any forms of fertilizers other than that specified, without specific approval from the District Engineer.
3. Trees, shrubs and ground covers, as specified in the individual specification sheets, shall be fertilized three (3) times yearly: 1st week of October; 1st week of December; 1st week of April.

iii. Palms:

1. Sabal Palms (Cabbage Palms): no fertilization is required.
2. All Other Species: Spike Form Fertilizer only. (Similar to "Lutz" brand Palm Tree Maintenance Spikes). Fertilizer used for Palms shall meet or exceed the chemical analysis quantities appearing on the "Lutz" Palm Tree Maintenance Spikes. Rates will be at the label rate of the OWNER approved fertilizer.
3. Palms, as specified in the individual maintenance specification sheets, shall be fertilized once yearly during the 1st week of October. (If "Lutz" Palm Tree Maintenance Spikes is used, fertilization is required yearly, in October. Other spike fertilizers will be applied twice yearly, unless label rates specify differently.)
4. All Other Palms shall be fertilized two times yearly (October & April) or as required to prevent yellowing of the fronds

(6) Insect and Disease Control. All insect and disease problems will be diagnosed by a qualified horticulturist and effectively treated.

- i. Pesticide and disease control, where required, will be applied on a monthly basis for the control of insects.
- ii. Chemical controls shall be applied by a licensed operator, using



- EPA approved materials or under the direct supervision of a Certified Pest Control Operator.
- iii. Copies of current licenses must be provided to the Association prior to chemical use.
  - iv. The manufacture's written instructions and EPA criteria shall be strictly adhered to for application rates, warning and re-entry restrictions etc.
  - v. Prior to the application of any Chemical Control, the Contractor shall notify the Association of the specific chemical being used, application rates, and other particulars with reference to safety issues. The posting of any required notifications regarding re-entry periods, if required, are the responsibility of the Contractor.
  - vi. The Contractor assumes all liability for damage and/or injury resulting from accident of misuse of these products and/or equipment. The District retains the right to prohibit the use of any herbicide or pesticide.
  - vii. Any plant damaged, or that seriously declines due to chemical applications (Pesticide or Herbicide; Granular or liquid), shall be replaced with like material of comparable size, type, and value.
  - viii. Contractor will submit to the Association on the same day chemicals are applied, the following information: identification of the chemical applied, pest controlled, date of application, time, name of applicator, and method of application.
  - ix. Fire ant control, where required, as identified in the individual maintenance area specification sheets, shall be completed by the Contractor by treating individual mounds with appropriate material(s) during each regular mowing cycle.

(7) Weed Control. Weeds in all plant beds shall be controlled, either mechanically, chemically or by a combination of both as often as necessary in order to provide a weed free area, and no less than one time per month, during the first week of the month.

- i. Weed control may be accomplished by using selective herbicides, both pre-emergent and post emergent as needed.
- ii. "Round-up" or other District approved spray may be used provided that injury to desired plant material is prevented.
- iii. Manufacturer's label rates will be strictly adhered too, along with any safety precautions and disposal directions.
- iv. Restricted use herbicides will be applied by licensed Applicators in accordance with State regulations.
- v. Under no circumstances will any tree, planted in a sodded area, be weeded a filament type trimmer.

- vi. Chemical application for the control of weeds will not be permitted where sucker sprouts are present. All sucker growth must be removed, using proper pruning techniques, prior to the use of Round-up.
- vii. Tree rings with a minimum radius of 18” from outside of trunk, shall be edged with a mechanical edger and maintained to avoid mechanical damage to the tree trunks.
- viii. The Association or its Contractor shall use only pesticides and herbicides approved by governmental regulatory agencies. All chemicals must be used according to label instructions. The Association or its Contractor will be liable for any penalty, fine or damages resulting from the misuse of any chemicals.
- ix. The Association or its Contractor shall provide at least one certified commercial applicator for the Work (Chapter 10D-54 and Chapter 10D-55 Florida Administrative Code pursuant to Chapter 482 of the Florida Statutes) in the Lawn and Ornamental category.
- x. The Association or its Contractor will select the most effective and environmentally safe herbicides and application techniques available. The District reserves the right to approve of the herbicides and application techniques.
- xi. Application shall be performed in such a manner as to protect non-target areas and the public.
- xii. The Association or its Contractor shall use due care to avoid damage to adjacent lawns, golf courses and upland plantings and be solely responsible for any damage incurred while performing work.
- xiii. The Association or its Contractor will use application techniques that will minimize drift onto non-target vegetation.
- xiv. The Association or its Contractor shall use only herbicides approved by the controlling governmental agencies. All herbicides must be used in accordance with the EPA label and/or Special Use label. The Association or its Contractor will be solely liable for any penalty, fine or damages resulting from the misuse of herbicides. Use of all herbicides and disposal of residue and containers shall be in strict conformance with the chemical manufacturer's instructions and any local, County, State and Federal Laws applicable. In the event a herbicide is banned by a governmental regulatory agency the Association or its Contractor shall immediately stop use.

(8) Equipment. The Association or its Contractor shall keep all equipment in the Work Program (mowers, weed eaters, edgers, sprayers, etc.) in safe good



working order, condition, and appearance at all times. The District and the Association shall have the right to inspect and approve all equipment that will be used in this Work.

(9) Waste Removal.

i. Vegetation/material which is removed from landscape areas shall be removed from the site within two (2) days and shall not be allowed to remain onsite over the weekend.

ii. All vegetation/material removed from landscape areas shall be taken to a Certified Land Fill or other facility certified to accept organic waste. Contractor shall produce, upon specific request by the Association, documentation that debris material(s) were disposed of in accordance with the law (receipts, etc.).

(10) Replacement of Plant Material. Replacement plant material will be Florida No. 1 or equivalent.

(11) Use of Herbicides & Chemicals.

i. Herbicide chemicals shall be handled and applied according to the manufacturer's label instructions.

ii. The Association shall promptly inform the District of any violations of herbicide usage, including but not limited to spills, storage or application.

iii. Contractor shall inform the Association of any company violations of herbicide misuse that have occurred in the past three (3) years. Association and District reserve the right to contact local, state and federal regulatory agencies.

(12) Clean-Up. At each mowing cycle, the Contractor shall be responsible to sweep, blow or removes trimmed or cut materials from all hardscape surfaces. During each mowing cycle, all maintenance areas are to be "policed" for the paper, debris, and trash, fallen branches, fronds; and other foreign matter. Such materials are to be removed from the site and properly disposed of. Sod and landscape beds are to be policed and picked up prior to mowing.

3.2 **IRRIGATION SYSTEMS AND IRRIGATION PUMP STATIONS.** The Association shall:

- (A) Operate and inspect the sprinkler system once a month and promptly correct any damage, malfunction or other problems.
- (B) Calibrate the sprinkler system during the same time the system is normally run, so that water pressures are similar.
- (C) Set time clocks on automatic sprinkler systems or time manual systems for applying the proper amount of water.
- (D) Avoid mixing sprinkler head types. Mist heads apply more water than impact heads. Match sprinkler heads for uniform coverage.
- (E) Check the sprinkler system frequently. Replace broken sprinkler heads, clear clogged nozzles and adjust the direction of spray.

3.3 **LAKE BANK AND AQUATIC WEED CONTROL.** The Association shall:

- (A) Provide maintenance repair and/or replacement services for the surface water management system owned by the District, including lakes, canals and interconnecting piping, and aquatic weed control within the system.
- (B) Mow the lake banks as follows:
  - (1) All areas will be mowed once per month during the six summer months, April through September (6 times); and once every six (6) weeks during the six (6) winter months (three to four times); October through March, for a total of 9 to 10 events per year.
  - (2) Slopes greater than 3:1 will be mowed with special boom mowing equipment. These areas will be mowed at the same time and frequency as the routine right-of-way mowing. These areas include canal slopes, retention dikes, and right-of-way areas with brush greater than one inch (1") in diameter.
  - (3) The Contractor shall use only mowing equipment approved to be safe by the American National Standards Institute (ANSI) will be solely liable for use of any equipment that may result in damage or injury related to this Work.
  - (4) All grass areas shall be mowed at a height of four inches (4"). Brush will be cut as close to the soil line as equipment will permit but no closer than three inches (3").



- (C) Provide for aquatic weed control, as follows:
- (1) The Association shall inspect all canals, lakes, waterways and marshes no less than monthly. The Association shall maintain (chemically treat and/or manually remove undesirable exotics and nuisance material) areas as often as necessary to accomplish progressive aesthetic-level aquatic weed control. The Association shall achieve 95% control of all exotic and all undesirable, emergent, floating, invasive nuisance aquatic plants. The Association shall perform maintenance to control surface infestations of all exotic and all undesirable, emergent, floating, invasive nuisance aquatic plants to below 5% of any 100 square foot section of District maintained area, and shall maintain these levels of control, or greater, for the duration of the contract unless otherwise approved by the District.
  - (2) In created wetland marshes, if any, when any dead or alive exotic or noxious plant, as defined above, infests an area greater than 15% of any 100 square foot section or is greater than 2.5 ft. tall, the Association shall manually remove the noxious material. The Association shall also manually remove any exotic or noxious plant greater than 2.5 ft. tall, dead or alive. When dead plant material exceeds an area greater than 15% of any 100 square foot section, the Association shall remove the dead material.
  - (3) Vegetation which is removed from created wetlands shall be removed from the site within two (2) days and shall not be allowed to remain on site over the weekend.
  - (4) All vegetation/material removed from created wetlands shall be taken to a Certified Land Fill or other facility certified to accept organic waste.
- (D) Select the most effective and environmentally safe herbicides and application techniques.
- (E) Use only herbicides approved by the controlling governmental agencies. All herbicides must be used in accordance with the EPA label and/or Special Use label. The Association will be solely liable for any penalty, fine or damages resulting from the misuse of herbicides. Use of all herbicides and disposal of residue and containers shall be in strict conformance with the chemical manufacturer's instructions and any Local, County, State and Federal laws applicable. In the event a herbicide is banned by a governmental regulatory agency, the Association shall immediately stop use of the herbicide in canals, lakes, waterways and ditch banks covered under this Contract.

- (F) Provide at least one Florida State Certified Applicator for every crew doing herbicide maintenance in the aquatic category. The Association shall provide at least one Florida State Certified Applicator, on site, for every crew (Rule 5E-2.22, Florida Administrative Code, Pursuant to Chapter 487, Florida Statutes) in the aquatic and right-of-way categories.
- (G) Have full responsibility for accurately treating the sites.
- (H) Apply herbicides in such a manner as to protect non-target areas and the public.
- (I) Use due care to avoid damage to wetland plants, adjacent lawns, golf courses and upland plantings and shall be solely responsible for any damage caused while performing work for the District.
- (J) Use herbicides and application techniques with due care so as to minimize damage to planted wetland marshes. All spray personnel, used for this Contract, must be able to identify the created wetland marsh plantings and be familiar with control procedures that will minimize damage to the marsh plants. The District will inspect marshes on a quarterly basis to determine marsh plant mortality. If it is determined by District that greater than 15% of the marsh plants in any area have been destroyed due to herbicide application techniques or negligence, the Association shall be responsible to replant marsh plants.
- (K) Use application techniques that will minimize drift onto non-target vegetation. The District will be informed and approve of procedures that will be utilized to minimize herbicide drift. Herbicides affected by wind will be applied with drift control. Herbicides that might drift will not be applied in winds exceeding 10 mph.
- (L) Apply ditch bank herbicides in a manner that will not destroy greater than 5% of non-target grasses or understory vegetation.
- (M) Inform the District of any known maintenance company violations of herbicide misuse that have occurred in the past three (3) years. The District reserves right to contact Local, State and Federal Regulatory Agencies on each Bidder. Should the District discover that the maintenance company retained by the Association has Federal, State or Local violations not reported, the District reserves the right to cancel this portion of the Maintenance Agreement.
- (N) Submit the following reports to the District Engineer, if requested:
  - (1) Daily work logs/spray reports submitted on a weekly basis. These reports will detail work done each day and be subdivided into created wetland and Aquatic Weed Control work.



(2) A copy of the DEP and any other permits required to perform work.

3.4 **STREET LIGHTS AND ACCENT LIGHTING.** The Association shall:

- (A) Provide all utilities, including but not limited to electricity, to the extent required to be used, expended or available for the proper operation and maintenance of street lights and accent lighting.
- (B) Provide maintenance, repair and/or replacement services including painting of fixtures and poles for lighting fixtures, including bulbs.
- (C) Provide all necessary personnel and equipment necessary to provide these services.

3.5 **SIDEWALKS AND BIKE PATHS.** The Association shall:

- (A) Provide maintenance, repair and/or replacement services for sidewalk and bike path system components, including but not limited to protective wood or concrete coatings and replacement of damaged areas, all of which shall be done in accordance with specifications to be provided to the District for approval at the time of the Association's assumption of Maintenance Services for same.
- (B) Provide cleaning and treatment services for the sidewalk and bike path system components.
- (C) Provide all personnel and equipment necessary in order to provide the above described Maintenance Services.

3.6 **CONCRETE SCREENING WALLS AND SIGNAGE MONUMENTATION.** The Association shall:

- (A) Provide maintenance, repair and/or replacement services for the walls and Signage Monumentation system components, including but not limited to electrical wiring and controllers, which shall be done in accordance with specifications to be provided to the District for approval at the time of the Association's assumption of Maintenance Services for same.
- (B) Provide cleaning and painting services for walls, monuments and related signs, including their structural elements.
- (C) Provide maintenance, repair and/or replacement services for accent lighting fixtures, including bulbs.

**EXHIBIT "D"**  
**REQUEST FOR IMPROVEMENT INSPECTION**

Il Villagio Community Association, Inc.  
c/o Leland Management Company  
8009 South Orange Avenue  
Orlando, Florida 32809  
Attention: President

In Re: PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT/IL  
VILLAGIO CONDOMINIUM, TOUCHTON ROAD, JACKSONVILLE,  
FLORIDA

Subject Matter: Request for Improvement Inspection (Maintenance Agreement)

Dear Sir:

On behalf of Principal One Community Development District and in accordance with the terms of the above identified Maintenance Agreement, you are hereby requested to schedule and attend a joint inspection of those Improvements described in the attached list and/or "As Builts" if any.

Please contact *[name of District representative]* in order to schedule this joint inspection.

Very truly yours,

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## EXHIBIT "E" INSURANCE REQUIREMENTS

Below is shown the MINIMUM acceptable insurance to be carried under this Agreement:

I. Commercial General Liability:

- |     |   |                  |
|-----|---|------------------|
| (A) | Bodily Injury Limit:  |                  |
|     | \$1,000,000   | Each Occurrence  |
|     | \$1,000,000   | Annual Aggregate |
|     | Property Damage Limit:  |                  |
|     | \$1,000,000   | Each Occurrence  |
|     | \$1,000,000   | Annual Aggregate |
| (B) | or a Combined Single Limit of Bodily Injury and Property Damage :     |                  |
|     | \$1,000,000   | Each Occurrence  |
|     | \$1,000,000   | Annual Aggregate |
| (C) | The Commercial General Liability shall include Contractual Liability. |                  |

II. Comprehensive Automobile Liability:

- |     |  |                 |
|-----|--|-----------------|
| (A) | Bodily Injury Limit:   |                 |
|     | \$ 500,000   | Each Person     |
|     | \$1,000,000  | Each Occurrence |
|     | Property Damage Limit:   |                 |
|     | \$ 500,000   | Each Person     |
| (B) | or a Combined Single Limit of Bodily Injury and Property Damage Liability: |                 |
|     | \$1,000,000  | Each Person     |
|     | \$1,000,000  | Each Occurrence |

III. Workers Compensation		Statutory Limits
and	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
Employers Liability	\$100,000	Disease-Each Employee

IV. Umbrella Excess Liability Insurance:

- |     |   |                  |
|-----|---|------------------|
| (A) | \$1,000,000   | Each Occurrence  |
|     | \$1,000,000   | Annual Aggregate |
| (B) | The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies. |                  |

V. Notice of Cancellation:

The Insurance afforded above may not be terminated or reduced unless thirty (30) days prior written notice of such termination or reduction is mailed to District (unless terminated for non-payment in which event ten (10) days notice is required).

VI. Insurance Certificate:

District shall be listed as an additional insured for the above Commercial and Umbrella Liability insurance coverage and a certificate of insurance reflecting same shall be delivered to District, which certificate of insurance shall be updated on a continuing basis throughout the Term of this Agreement.

**DEVELOPER'S CONSENT, JOINDER AND AGREEMENT**

STATE OF FLORIDA            )  
  )ss:  
COUNTY OF DUVAL         )

**DEERWOOD DEVELOPMENT, L.L.C.**, a Florida limited liability company (the "Developer") hereby certifies that it is the developer of the Il Villagio Condominium Project and was responsible for the construction or installation of the Improvements upon the Property acquired from it by **PRINCIPAL ONE COMMUNITY DEVELOPMENT DISTRICT** that is the subject of this Maintenance Agreement.

The Developer does hereby consent to the Maintenance Agreement and joins in it to the extent that it agrees, at its sole cost and expense, to rectify any deficiencies identified by the Association and make whatever repairs to or replacement of the Improvements (as defined in the Agreement ) that may be necessary, if any, in order to induce the **IL VILLAGIO ASSOCIATION, INC.** initially to accept responsibility for maintaining the Improvements in the manner provided in Section 6 of the Agreement.

**IN WITNESS WHEREOF**, the Developer has caused these presents to be signed by its Designated Representative with the authority of its Members, this 21st day of OCTOBER 2005.

**DEERWOOD DEVELOPMENT, L.L.C.**,  
a Florida limited liability company

By: \_\_\_\_\_

Jorge Ortega  
Designated Representative

STATE OF FLORIDA            )  
COUNTY OF DUVAL         )

The foregoing instrument was acknowledged before me this 21st day of October, 2005, by Jorge Ortega as Designated Representative of DEERWOOD DEVELOPMENT, L.L.C., a Florida limited liability company. He is personally known  and/or produced \_\_\_\_\_ as identification.

(Notary Seal)

Nancy H. Slagle  
Notary Public

Print Name  
Commission Expires

