

**MINUTES OF MEETING
LEXINGTON OAKS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Lexington Oaks Community Development District was held on Thursday, December 16, 2010 at 8:30 a.m. at the Lexington Oaks Clubhouse, 26304 Lexington Oaks Boulevard, Wesley Chapel, Florida.

Present and constituting a quorum were:

Fritz Nystrom	Chairman
Don Peters	Vice Chairman
Bob Hendrick	Assistant Secretary
Peter Hanzel	Assistant Secretary
Rick Carroll	Assistant Secretary

Also present were:

Andy Mendenhall	District Manager
Tracy Robin	District Counsel
Jeffrey Siewert	District Engineer
Todd Wilhelmi	Site Manager
Aaron Toli	OneSource

The following is a summary of the minutes and actions taken at the December 16, 2010 Lexington Oaks Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Nystrom called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 18, 2010 Meeting

Each Board member received a copy of the minutes of the November 18, 2010 meeting and the Board made several changes which will be incorporated into the minutes.

On MOTION by Mr. Peters seconded by Mr. Hendrick with all in favor the minutes of the November 18, 2010 meeting were approved as amended.

Aaron Toli – OneSource

Mr. Toli addressed the following:

- Three proposals were presented; copies of which are attached for the record.
 - Remove existing plants and dress up front of CDD office with new plants as listed for \$1,034.50.
 - Tear out sod and add two pallets of Celebration St. Augustine for semi-shaded area of island at the entrance island of Lexington Oaks Boulevard for \$579.00.
 - Add 300 cubic yards of pine bark mulch to tree rings and bed areas up and down Lexington Oaks Boulevard for \$10,950.00.
- Discussion ensued with regard to the proposal for plants in front of the office in the amount of \$1,034.50.

Mr. Peters moved to approve the proposal for plantings in front of the office in the amount of \$1,034.50 and Mr. Carroll seconded the motion.

- Supervisor Hanzel feels the front entrance looks reasonably well and the plantings are not necessary and cannot justify spending \$1,034.50 especially this time of year.

On Voice Vote with Mr. Nystrom, Mr. Peters, Mr. Hendrick and Mr. Carroll in favor and Mr. Hanzel opposed the prior motion was approved.

- Discussion ensued with regard to the proposal to add two pallets of Celebration St. Augustine for semi-shaded area of island at the entrance center island of Lexington Oaks Boulevard.
- Supervisor Carroll noted he was not familiar with the area and wanted to inspect it prior to making a decision.

On MOTION by Mr. Hanzel seconded by Mr. Hendrick with Mr. Hanzel, Mr. Hendrick, Mr. Nystrom and Mr. Peters in favor and Mr. Carroll opposed the proposal to put 920 sq. ft. of Celebration sod, St. Augustine at the front entrance of Lexington Oaks Boulevard in the center aisle for \$579 was accepted.

- Discussion ensued with regard to the proposal to add 300 cubic yards of pine bark mulch to tree rings and bed areas up and down Lexington Oaks Boulevard in the amount of \$10,950. It was noted this is part of the semi-annual replenish program.

On MOTION by Mr. Peters seconded by Mr. Hendrick with Mr. Peters, Mr. Hendrick, Mr. Nystrom and Mr. Carroll in favor and Mr. Hanzel opposed the proposal to add 300 cubic yards of mulch for \$10,950 was accepted.

FOURTH ORDER OF BUSINESS

Attorney's Report

Mr. Robin addressed the following:

- A response was filed this week regarding the lawsuit by John Lang who was involved in a motorcycle accident in 2006. This was monitored until the carrier picked it up and he expects District involvement will be minimal and the carrier will provide the defense for the case.
- Discussion ensued with regard to the draft Settlement Agreement and Release with American Consulting Engineers of Florida, LLC pertaining to the parking lot adjacent to the fitness center.

On MOTION by Mr. Hanzel seconded by Mr. Hendrick with all in favor the Chairman was authorized to execute the Release Agreement upon receipt of the \$8,000 settlement.

- Mr. Robin noted that when the last requisition is processed a Certificate of Completion will be required from Mr. Siewert indicating the project is complete.
- Discussion ensued with regard to the John Lang lawsuit and District Counsel encouraged the Board to avoid discussions about liability and the facts of the case, etc. in meetings. If there are questions they should contact counsel who is handling the case.

- Mr. Mendenhall noted the insurance company denied the claim over a year ago finding no fault of the District when they investigated.

FIFTH ORDER OF BUSINESS

Engineer's Report

Mr. Siewert addressed the following:

- It was recommended the BioMass proposal to rehab banks of Pocono Aptitude Terrace Pond #28 be done as soon as possible. The Board has already approved this but the timeframe needs to be decided. Discussion ensued and it was agreed the work can begin on January 3, 2011.
- Pond inspection was completed and two pond certifications were forwarded to SWFWMD keeping within the timeframe of the spreadsheet.
- Staff is ready to proceed with comprehensive assessment of ponds. It will take a few days to walk the areas and mark on drawings where preventative maintenance is required per pond with spreadsheet of cost and then prioritize with input from the Board. He estimates the project will cost less than \$3,000. It was suggested funds spent to date on each pond be included in the spreadsheet.
- He noted the assessment on building a wall in the conservation area is not complete.
- A lengthy discussion ensued with regard to security in the District, installing a fence and SWFWMD regulations and Mr. Siewert will pursue what actions can be taken regarding regulations and the conservation area.
- The mitigation areas have been included in the map.

The record will reflect Mr. Robin left the meeting.

SIXTH ORDER OF BUSINESS

**Discussion/Update of Capital Project
Items – Update on Pasco County
Maintenance of Roads**

- Mr. Mendenhall noted the Pasco County representative will contact him when this item is placed on their meeting agenda. He will continue to follow up with the County.

SEVENTH ORDER OF BUSINESS

Manager's Report

Mr. Mendenhall addressed the following:

- The Reserve Fund in this year's budget is broken out four ways; ponds 58%, sidewalks 38%, clubhouse 3% and the fitness center 1%. Previously this was not done so there is a \$34,998 lump sum which needs to be allocated.
- Discussion ensued on how the Board wants to distribute the \$34,998 and it was decided to use the same percentages as previously allocated.

On MOTION by Mr. Nystrom seconded by Mr. Peters with all in favor staff was authorized to allocate the \$34,998 as presented.

- A letter to the owners of 5610 Spectacular Bid Drive regarding the individuals residing at that address and the Hawthorne Village gate damage was reviewed; a copy of which is attached for the record. Mr. Mendenhall will proceed with sending the letter to the owners.

EIGHTH ORDER OF BUSINESS

Staff Report – Site/Clubhouse Manager

Mr. Wilhelmi addressed the following:

- A list of fees last reviewed and updated January 7, 2008 was distributed; a copy of which is attached for the record. It was suggested the Supervisors review the list and any concerns or questions be discussed at the next workshop.
- Regarding the painting of the wall in Pocono, Motts will not do it for less than the \$1,218 proposal they previously submitted. Mr. Wilhelmi recommends doing this in-house at a cost of \$300 and the Board agreed.
- He recommends Keith and he wear uniform shirts and the office staff have name tags for a cost of approximately \$250.40.

Mr. Peters moved to accept the uniform/name tag recommendation of Mr. Wilhelmi.

The prior motion died for lack of a second. It was requested this item be placed on the next workshop agenda.

Mr. Hendrick moved to authorize Mr. Wilhelmi purchase name tags for all staff and Mr. Hanzel seconded the motion.

- Discussion ensued with regard to staff wearing name tags.

On Voice Vote with Mr. Peters, Mr. Hendrick, Mr. Nystrom and Mr. Carroll in favor and Mr. Hanzel opposed the prior motion was approved.

- Discussion ensued and staff was directed to have a photo ID included on the name tags.
- Still waiting for additional proposals on the shade awning for the playground.
- As requested, for information purposes, a list of clubhouse rental/fitness center income for the last fiscal year and the past two months was prepared; a copy of which is attached for the record.

NINTH ORDER OF BUSINESS

Supervisors' Requests and Comments

- It was noted a complaint was received regarding trespassing on property to get to the pond near Cigar Road.
- Supervisor Hanzel noted he has a meeting with Pat Mulieri to review the \$60,000 expense for repair of the roads.
- Supervisor Peters noted he received a request for a *Deer Crossing* sign at the entrance to Lexington Oaks. Mr. Wilhelmi will follow-up with the county on this.

TENTH ORDER OF BUSINESS

Audience Comments

There not being any, the next item followed.

ELEVENTH ORDER OF BUSINESS

Approval of Financial Statements, Check Registers and Invoices

- The financials for the period ending November 30, 2010 were reviewed.

The record will reflect Supervisor Hanzel left the meeting.

On MOTION by Mr. Hendrick seconded by Mr. Carroll with all in favor the financials for the period ending November 30, 2010 were accepted.

TWELFTH ORDER OF BUSINESS

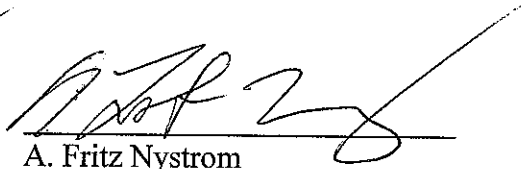
Adjournment

There being no further business,

On MOTION by Mr. Nystrom seconded by Mr. Peters with all in favor the meeting was adjourned.



Andrew P. Mendenhall
Secretary



A. Fritz Nystrom
Chairman

**LEXINGTON OAKS
COMMUNITY DEVELOPMENT DISTRICT**

Thursday
December 16, 2010
8:30 a.m.

Lexington Oaks Clubhouse
26304 Lexington Oaks Boulevard
Wesley Chapel, Florida

1. Roll Call
2. Pledge of Allegiance
3. Approval of the Minutes of the November 18, 2010 Meeting
4. Attorney's Report
5. Engineer's Report
6. Discussion/Update of Capital Project Items - Update on Pasco County Maintenance of Roads
7. Manager's Report
8. Staff Report - Site/Clubhouse Manager
9. Supervisors' Requests and Comments
10. Audience Comments
11. Approval of the Financial Statements, Check Registers and Invoices
12. Adjournment

Proposals for Landscaping

- 1) New plants and new look for front of Clubhouse**

- 2) Sod for 1st median island at front of Lexington Oaks Boulevard**

- 3) New mulch for areas along Lexington Oaks Boulevard**



OneSource Landscape & Golf Services, Inc.
5028 Tampa West Blvd.
Tampa, Florida 33634
813-886-9600
813-886-8448

EXTRA WORK PROPOSAL

Date: 11/08/10

Proposal submitted to: Lexington Oaks

Attn: Todd Wilhelm

Mailing Address: 2604 Lexington Oaks Blvd

Job Location: Front entrance to CDD office

City Wesley CH State FL Zip Code

Phone No. Cell / Fax No. 907-1499

We hereby submit specifications and estimates, subject to all terms and conditions as set forth, as follows:

Scope/Description of Work:

Price

Remove existing plants and dress up front of CDD office with new Plants listed below

\$ 1,034.50

TOTAL:

Furnish & Install/Repair/Demolition:

Table with 5 columns: QUANTITY, ITEM DESCRIPTION, SIZE, UNIT PRICE, and Price. Rows include Queen Emes, Red Fountain Grass, Pringles Potocarpus, Flax Lilly, and Cubic yards Pine Bark mulch.

TOTAL: \$ 1,034.50

Please sign and Fax Back to (813) 886-8448 Thank You

We propose hereby to furnish material, labor and insurances - complete in accordance with above specifications, for the sum of: One thousand thirty four dollars/ 50 cents dollars.

Terms of this proposal are valid for 30 days from date of proposal. All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices.

Aaron Toli Branch Manager

Proposal submitted by: (Signature, Title)

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the new work specified. Payment will be made as outlined above.

Please fax signed proposal to 813-886-8448 Attn: Deb Wooten

Customer Authorized Signature
Date of Acceptance

For Office Use Only
Customer No.
Job Number
Work Order No.



OneSource Landscape & Golf Services, Inc.
5028 Tampa West Blvd.
Tampa, Florida 33634
813-886-9800
813-886-8448

EXTRA WORK PROPOSAL

Date: 12/09/10

Proposal submitted to: Lexington Oaks

Attn: Todd Wilhelmi

Mailing Address: 2604 Lexington Oaks Blvd

Job Location: First Island just after entrance/ On Lex Oaks Blvd

City Wesley CH State FL Zip Code

Phone No. Cell / Fax No. 907-1499

We hereby submit specifications and estimates, subject to all terms and conditions as set forth, as follows:

Scope/Description of Work:

Tear out sod and add 2 Pallets Celebration St Augustine for semi shaded area of Island at the Entrance Island of Lex Oaks Blvd. (Center Island.)

Price

TOTAL: \$579.00

Furnish & Install/Repair/Demolition:

Table with 4 columns: QUANTITY, ITEM DESCRIPTION, SIZE, UNIT PRICE. Includes row for 920 SQ Feet of Celebration Sod St Augustine and Material and Labor included in price.

TOTAL: \$579.00

Please sign and Fax Back to (813) 886-8448 Thank You

We propose hereby to furnish material, labor and insurances - complete in accordance with above specifications, for the sum of Five Hundred seventy Nine dollars.

Terms of this proposal are valid for 30 days from date of proposal. All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices.

Signature of Aaron Toli, Branch Manager

Proposal submitted by: (Signature, Title)

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the new work specified. Payment will be made as outlined above.

Please fax signed proposal to 813-886-8448 Attn: Deb Wooten

Customer Authorized Signature
Date of Acceptance

For Office Use Only
Customer No.
Job Number
Work Order No.

B24
07787484
11/24/10
12:20 PM

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA
CIVIL DIVISION

JOHN A. LANG,

Plaintiff,

Case No.: 5 1 2 0 1 0 C A 8 7 2 3 - E S
Div. No.: B

v.

PULTE HOME CORPORATION, a foreign corporation, ONESOURCE LANDSCAPE & GOLF SERVICES, INC., a foreign corporation, LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT, and LEXINGTON OAKS OF PASCO COUNTY HOME OWNERS ASSOCIATION, INC.,

Defendants,

SUMMONS

THE STATE OF FLORIDA
TO EACH SHERIFF OF THE STATE:

YOU ARE HEREBY COMMANDED to serve this Summons and a copy of the Complaint or Petition, in this action on the Defendant(s):

Terry L. Bechtel, Chairman
Lexington Oaks Community Development District
5608 Cannonade Drive
Wesley Chapel, FL 33544-1516

Each Defendant is required to serve written defenses to the Complaint or Petition on Plaintiff's attorney, whose name and address is:

JOHN N CAIN, JR., ESQ., ESQUIRE
P.O. BOX 3373
TAMPA, FLORIDA 33601-3373

within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint. You must file your answer with the Clerk of this Court within a reasonable period of time after service.

NOV 19 2010

/s/ KELLI L BOUTIN
CLERK OF CIRCUIT COURT

For the Court:
John N Cain, Jr., Esq.
Post Office Box 3373
Tampa, Florida 33601

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA
CIVIL DIVISION**

JOHN A. LANG,

Plaintiff,

Case No.:

Div. No.:

v.

PULTE HOME CORPORATION, a foreign corporation, ONESOURCE LANDSCAPE & GOLF SERVICES, INC., a foreign corporation, LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT, and LEXINGTON OAKS OF PASCO COUNTY HOME OWNERS ASSOCIATION, INC.,

Defendants.

PLAINTIFF'S FIRST COMPLAINT

COMES NOW the Plaintiff, JOHN A. LANG, by and through his undersigned attorney and sues Defendants, PULTE HOME CORPORATION, a foreign corporation; ONESOURCE LANDSCAPE & GOLF SERVICES, INC., a foreign corporation; LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT and LEXINGTON OAKS OF PASCO COUNTY HOME OWNERS ASSOCIATION, INC., and alleges:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of \$15,000.00.
2. At the time of the incident described in this Complaint, Plaintiff, JOHN A. LANG, was a resident of Pasco County, Florida.
3. At all times material herein, LEXINGTON OAKS was a residential subdivision located in Pasco County, Florida.
4. At all times material herein and upon information and belief, Defendant PULTE HOME CORPORATION, a foreign corporation, ("PULTE") was a previous owner of the Lexington

Oaks subdivision property and designed and constructed the roadways, intersections and landscaping. PULTE is a foreign corporation registered in Michigan but authorized to do business in Florida. At all times material herein, PULTE was operating in Pasco County, Florida.

5. At all times material herein, Defendant LEXINGTON OAKS OF PASCO COUNTY HOMEOWNERS ASSOCIATION, INC. ("HOMEOWNERS ASSOCIATION"), was at all times material hereto, the residential homeowners association of LEXINGTON OAKS with its principal place of business in St. Petersburg, Florida. At all times material herein, HOMEOWNERS ASSOCIATION was operating in Pasco County, Florida.

6. At all times material herein and upon information and belief, Defendant LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT, was the owner of the property where the accident occurred and located in Pasco County, Florida. LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT is governed by chapter 190 of Florida Statutes and authorized to do business in Pasco County, Florida.

7. At all times material herein, Defendant ONESOURCE LANDSCAPE & GOLF SERVICES, INC. ("ONESOURCE LANDSCAPE"), a Texas corporation registered in and duly authorized to conduct business in Florida. ONESOURCE LANDSCAPE was a landscaping business hired to maintain the grounds of LEXINGTON OAKS, the residential subdivision where the accident in this case occurred.

8. At all times material herein, ANDREW R. SKEINS (hereinafter "SKEINS"), was a resident of Pasco County, Florida and the driver of the vehicle that collided with Plaintiff, JOHN A. LANG.

9. That on November 25, 2006, Plaintiff JOHN A. LANG was the helmeted driver of a motorcycle traveling within the LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT'S subdivision, on Lexington Oaks Boulevard.
10. That on November 25, 2006, SKEINS was driving a 2002 GMC Suburban on War Admiral Drive and attempted to pull out into the median at Lexington Oaks Boulevard, but ran into the direct path of JOHN A. LANG causing a serious collision.
11. SKEINS attempted to cross Lexington Oaks Boulevard but did not observe JOHN A. LANG traveling on his motorcycle due to the unmaintained and overgrown shrubs on the right-a-way to SKEINS' immediate left that obstructed SKEINS view of Lexington Oaks Boulevard roadway.
12. Plaintiff JOHN A. LANG, while approaching the War Admiral Drive intersection could not observe SKEINS' vehicle due to the obstructing shrubbery ahead on his right side of the roadway.
13. Due to the improperly placed landscaping, and unmaintained, overgrown and obstructing shrubbery, SKEINS traveled into the direct path of JOHN A. LANG causing JOHN A. LANG to collide directly into SKEINS' vehicle, catapulting JOHN A. LANG into the rear seat of SKEINS' vehicle, causing a permanent brain injury and permanent bodily injuries.

COUNT I
PULTE HOME CORPORATION

14. Plaintiff JOHN A. LANG realleges and adopts the general allegations as if fully stated herein.
15. Defendant PULTE was the previous owner of the Lexington Oaks subdivision where the accident in question occurred before deeding it over to LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT.

16. Defendant PULTE and PULTE's agents, subcontractors, and employees, had a duty to design and construct the roadways and intersections within the Lexington Oaks subdivision in accordance with the rules and regulations provided by the Florida Department of Transportation so as to not impede the "Clear Sight Triangle."

17. Defendant PULTE's construction of the roadway was deficient in that PULTE deviated from the Florida Department of Transportation standards. The result of said deviation caused water to not be properly absorbed on the roadway causing JOHN A. LANG to not be able to properly brake and therefore contributed to the collision.

18. Defendant PULTE and PULTE's agents, subcontractors, and employees, breached their duty through their faulty design and construction of the roadways and intersections as to visually impede drivers from observing oncoming or crossing traffic at the intersection at War Admiral Drive and Lexington Oaks Boulevard.

19. As a direct and proximate result of the negligence of Defendant PULTE the Plaintiff JOHN A. LANG suffered permanent bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of ability to earn money, aggravation of a previously existing condition, and other legal damages as are yet undetermined. These losses are either permanent or continuing in nature and the Plaintiff will suffer these losses into the future.

WHEREFORE, Plaintiff, JOHN A. LANG sues the Defendant PULTE for damages in an amount which exceeds the jurisdictional limits of the lower Court and demands judgment for all such damages to which Plaintiff is entitled, including the costs and expenses of this litigation, and interest, including prejudgment interest. Plaintiff further demands a trial by jury.

COUNT II
ONESOURCE LANDSCAPE & GOLF SERVICES, INC

20. Plaintiff JOHN A. LANG realleges and adopts the general allegations as if fully stated herein.
21. Defendant ONESOURCE LANDSCAPE was hired to maintain the landscaping at the corner of War Admiral Drive and Lexington Oaks Boulevard, had a duty to maintain the landscaping and to make sure the landscaping did not impede visibility at intersections within the subdivision.
22. Defendant ONESOURCE LANDSCAPE breached this duty by allowing the shrubbery at the corner of War Admiral Drive and Lexington Oaks Boulevard to grow over three and a half feet tall thereby limiting visibility for drivers.
23. As a direct and proximate result of the negligence of Defendant ONESOURCE LANDSCAPE, the Plaintiff JOHN A. LANG suffered permanent bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of ability to earn money, aggravation of a previously existing condition, and other legal damages as are yet undetermined. These losses are either permanent or continuing in nature and the Plaintiff will suffer these losses into the future.

WHEREFORE, Plaintiff, JOHN A. LANG sues the Defendant ONESOURCE LANDSCAPE for damages in an amount which exceeds the jurisdictional limits of the lower Court and demands judgment for all such damages to which Plaintiff is entitled, including the costs and expenses of this litigation, and interest, including prejudgment interest. Plaintiff further demands a trial by jury.

COUNT III
LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

24. Plaintiff JOHN A. LANG realleges and adopts the general allegations as if fully stated herein.
25. LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT, as owner of the property where the unmaintained and overgrown shrubbery at the corner of War Admiral Drive and Lexington Oaks Boulevard, had a duty to maintain the landscaping and to make sure the landscaping did not impede visibility at intersections within the subdivision.
26. LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT, as owner of the property where the unmaintained and overgrown shrubbery at the corner of War Admiral Drive and Lexington Oaks Boulevard, could not delegate its duty.
27. LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT breached this duty by allowing the shrubbery at the corner of War Admiral Drive and Lexington Oaks Boulevard to grow over three and a half feet tall thereby limiting visibility for drivers.
28. All conditions precedent required by Florida Statute 768.28 have been met prior to the filing of this lawsuit. (See, Exhibit A).
29. As a direct and proximate result of the negligence of Defendant LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT, the Plaintiff JOHN A. LANG suffered permanent bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of ability to earn money, aggravation of a previously existing condition, and other legal damages as are yet undetermined. These losses are either permanent or continuing in nature and the Plaintiff will suffer these losses into the future.

WHEREFORE, Plaintiff, JOHN A. LANG sues the Defendant LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT for damages in an amount which exceeds the jurisdictional limits of the lower Court and demands judgment for all such damages to which Plaintiff is entitled, including the costs and expenses of this litigation, and interest, including prejudgment interest. Plaintiff further demands a trial by jury.

COUNT IV
LEXINGTON OAKS HOMEOWNERS ASSOCIATION

30. Plaintiff JOHN A. LANG realleges and adopts the general allegations as if fully stated herein.
31. HOMEOWNERS ASSOCIATION, as the homeowner's association of the property where the unmaintained and overgrown shrubbery at the corner of War Admiral Drive and Lexington Oaks Boulevard, had a duty to maintain the landscaping and to make sure the landscaping did not impede visibility at intersections within the subdivision.
32. HOMEOWNERS ASSOCIATION, as the homeowner's association of the property where the unmaintained and overgrown shrubbery at the corner of War Admiral Drive and Lexington Oaks Boulevard, could not delegate its duty.
33. HOMEOWNERS ASSOCIATION breached this duty by allowing the shrubbery at the corner of War Admiral Drive and Lexington Oaks Boulevard to grow over three and a half feet tall thereby limiting visibility for drivers.
34. HOMEOWNERS ASSOCIATION further had a duty to position the stop signs in accordance with the Federal Highway Administration *Manual on Uniform Traffic Control Devices* as adopted by Florida Administrative Code 14-15.010. (Fla. Admin. Code Ann. R. 14-15.010 (2003)).

35. HOMEOWNERS ASSOCIATION breached this duty by placing the stop sign at War Admiral Drive and Lexington Oaks Boulevard in such a location as to impede visibility to oncoming traffic.

36. As a direct and proximate result of the negligence of Defendant HOMEOWNERS ASSOCIATION, the Plaintiff JOHN A. LANG suffered permanent bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of ability to earn money, aggravation of a previously existing condition, and other legal damages as are yet undetermined. These losses are either permanent or continuing in nature and the Plaintiff will suffer these losses into the future.

WHEREFORE, Plaintiff, JOHN A. LANG sues the Defendant HOMEOWNERS ASSOCIATION for damages in an amount which exceeds the jurisdictional limits of the lower Court and demands judgment for all such damages to which Plaintiff is entitled, including the costs and expenses of this litigation, and interest, including prejudgment interest. Plaintiff further demands a trial by jury.

MANDELBAUM, FITZSIMMONS & HEWITT P.A.


~~KEVIN J. FITZSIMMONS, ESQ.~~

FBN 051012

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FBN 073181

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FBN 025935

P.O. BOX 3373

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(T) 813-221-0200

(F) 813-221-8558

Attorneys for Plaintiff



MANDELBAUM, FITZSIMMONS & HEWITT, P.A.

ATTORNEYS AT LAW

KEVIN J. FITZSIMMONS*
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ONE TAMPA CITY CENTER
27TH FLOOR ■ SUITE 2720
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TELEPHONE (813) 221-0200
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Clearwater Address -

803 TURNER STREET
CLEARWATER, FLORIDA 33706

* FLORIDA BAR BOARD CERTIFIED CIVIL TRIAL LITIGATOR
** ADMITTED FL & NY;
FLORIDA BAR BOARD CERTIFIED INTERNATIONAL LAWYER
& BOARD CERTIFIED CIVIL TRIAL LITIGATOR

Mailing Address -

P.O. Box 3373
TAMPA, FLORIDA 33601-3373

Website -
WWW.MANFITZLAW.COM

January 19, 2009

Mr. Don Peters
Chairman
Lexington Oaks Community Development District
c/o Seven Trent Services
210 North University Drive Suite 702
Coral Springs, Florida 33701

Via Registered U.S. Mail - Return Receipt

Alex Sink
Chief Financial Officer
State of Florida
The Florida State Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0300

Re: NOTICE OF PRESUIT
John Lang v. Lexington Oaks Community Development District, et.al.

Dear Mr. Peters and Ms. Sink:

In accordance with the requirements of Fla. Stat. § 768.28, specifically subsection (6)(c), this letter serves as Notice of Presuit in the above matter. On November 25, 2006, then twenty-six-year-old Wesley Chapel, Pasco County, Florida resident, John A. Lang, born in Ponce, Puerto Rico, on October 2, 1980, Social Security Number 584-91-3664, Florida driver's license number L520461803620, was the driver of a motorcycle within Lexington Oaks Community Development District's intersection of War Admiral Drive and Lexington Oaks Boulevard. Simultaneously, Andrew R. Skeins, of 25844 Commendable Loop, Zephyrhills, Pasco County, Florida, born Christmas Day, December 25, 1974, Florida drivers license number S520016744650, owned and operated a 2002 GMC suburban vehicle, VIN Number 1GKDS13XS22458445, bearing license number V61LUI. See Florida Traffic Crash Report Number FHPC06OFF126943. John Lang has no prior adjudicated unpaid claims exceeding \$200.00.

At approximately 7:04 p.m., Andrew Skeins crossed Lexington Oaks Blvd. into its median. Prior to crossing said boulevard, Mr. Skeins did not observe motorcycle operator John Lang due to the large shrubs on the right-of-way that obstructed his view of the roadway. Similarly, Mr. Lang was riding his motorcycle down Lexington Oaks Blvd. and while approaching War admiral drive did not notice Mr. Skeins' motor vehicle due to the obstructing

January 19, 2009

- Page 2 -

shrubby. Once Mr. Skeins neared or approached the median, John Lang could not stop and collided into the Skeins SUV sending him into a three-day comma with permanent brain damages and several surgeries. In subsequent close proximity, theses CDD maintained shrubs were cut down.

At this time, our office is affording your division this requisite NOTICE OF PRESUIT pursuant to Fla. Stat. § 768.28. Upon reviewing your records of the above incident, we trust you will want to enter into negotiations immediately. Should negotiations fail, trust that this claim will be filed in the Pasco County Court - Circuit Civil division. The amount sought will exceed \$15,000. Should you care to discuss, please contact us at your convenience.

Please govern yourselves accordingly.

Cordially Submitted,

John N. Cain Jr., Esq.

cc: client

SENDER, COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mail piece, or on the front if space permits. 	<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Mr. Don Peters, Chairman Lexington Oaks Comm. Dwp. c/o Steven Trent Services 210 North University Dr. Suite 700 Coral Springs, FL 33701</p>	<p>B. Received by (Printed Name) <i>[Signature]</i></p>	<p>C. Date of Delivery 1-23-09</p>
	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt Requested <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004</p>	<p>7008 1140 0004 7047 1183</p>	<p>Domestic Return Receipt</p>
		<p>102598-02-M-1540</p>



Paula S. O'Neill
Clerk & Comptroller
Pasco County, Florida

Fee Schedule
Effective June 1, 2009 unless specified

~~400.00~~
400.00

Initial Filing Fees	
General Civil: Each Action, Suit or Proceeding	\$ 400.00
Dissolution/Annulment of Marriage	\$ 408.00
Simplified Dissolution of Marriage	\$ 408.00
General Domestic Relations	\$ 400.00
Domestic Relations Exception Cases (Pursuant to F.S. 28.241 (1)(a)(1)(b))	\$ 300.00
Each Defendant Over (5), Additional Charge	\$ 2.50
Enforce Foreign Judgment (in addition to filing fee)	\$ 42.00
Garnishment-Deposit/Garnishee's Attorney Fee (includes registry & writ fees) (in addition to filing fee) (Pursuant to F.S. 77.28)	\$ 188.00
Garnishment, Replevin, Attachment & Distress Writs (in addition to filing fee)	\$ 85.00
Landlord/Tenant Actions (over \$15,000)	\$ 400.00
Foreclosure/Judicial Sales	
Foreclosure Claims \$50,000 and less (Level 1)	\$ 400.00
Foreclosure Claims over \$50,000 and less than \$250,000 (Level 2)	\$ 905.00
Foreclosure Claims \$250,000 and over (Level 3)	\$ 1,905.00
Foreclosure Counter/Cross/3rd Party Complaint/Petition (Level 1)	\$ 395.00
Foreclosure Counter/Cross/3rd Party Complaint/Petition (Level 2)	\$ 900.00
Foreclosure Counter/Cross/3rd Party Complaint/Petition (Level 3)	\$ 1,900.00
Judicial Sale (Foreclosure)	\$ 70.00
Additional Fee for Electronic Online Sale (Effective October 1, 2010)	\$ 49.00
Surplus Fund Fee	\$ 28.00
Appointing Surplus Trustee	\$ 15.00
Notifying Surplus Trustee	\$ 15.00
Disbursement of Surplus Funds	\$ 15.00
Other Civil Fees	
Attorney Pro Hac Vice	\$ 100.00
Bond Approval	\$ 8.50
General Civil Counter/Cross/3rd Party Complaint/Petition	\$ 395.00
General Domestic Relations Counter/Cross/3rd Party Complaint/Petition	\$ 395.00
Dissolution Counter Claim (Dissolution Fees plus Counter-Claim/Petition Fee)	\$ 403.00
Domestic Relations Exception Cases Counter/Cross/3rd Party Complaint/Petition (Pursuant to F.S. 28.241(1)(a)(1)(b))	\$ 295.00
Each Severance Granted	\$ 18.00
Each Timeshare Estate Joined to Filing Fee (Maximum of 15 units per case)	\$ 10.00
Garnishment-Deposit/Garnishee's Attorney Fee (includes registry & writ fees) (in addition to filing fee) (Pursuant to F.S. 77.28)	\$ 188.00



Paula S. O'Neil
 Clerk & Comptroller
 Pasco County, Florida

Fee Schedule
 Effective June 1, 2009 unless specified

Other Civil Fees

Garnishment, Replevin, Attachment & Distress Writs (in addition to filing fee)	\$ 85.00
Recording Lis Pendens - First page	\$ 5.00
Each Additional Page, Additional Charge	\$ 4.00
Recording of Dismissal, Satisfaction, or Release of Lis Pendens - First Page	\$ 10.00
Each Additional Page, Additional Charge	\$ 8.50
Indexing Instruments Recorded in the Official Records Which Contain More than Four Names (per additional name) (Pursuant to F.S. 28.24 (12)(c))	\$ 1.00
Malpractice 90 Day Extension	\$ 42.00
Modification of Final Judgment	\$ 50.00
Motor Vehicle Repair Act (preparing and recording) (Pursuant to F.S. 659.917)	\$ 17.00
Issuing Subpoena (sign and seal only)	\$ 2.00
Prepare and Issue Subpoena for a Witness (includes signing and sealing)	\$ 7.00
Issuing Summons (sign and seal only)*	\$ 10.00
Prepare and Issue Summons (includes signing and sealing)*	\$ 17.00
Receiving and Disbursing Support Payments, 4% of Payment Amount Received (per payment) (Pursuant to F.S. 61.181)	Minimum of \$.25 Maximum of \$5.25
Note: The fee is not based on the court ordered amount, but the amount of the payment received.	
Reopen Modification of Final Judgment Fee	\$ 50.00
Exemptions to Reopen Fee	
Cases with no initial filing fee	
Distress Writs	
Motion for Dismissal after Mediation Assessment Filed	
Motion for Attorney's Fees filed within 30 days	
Motion for Rehearing filed within 10 days	
Motion to Withdraw as Attorney	
Motions for Enforcement of Child Support	
Petition for Credit of Child Support	
Responsive Pleadings	
Stipulations	
Writ of Attachment	
Writ of Garnishment	
Writ of Replevin	
Sealing Any Court File or Expungement of Record	\$ 42.00
Transfer of Lien Certificate	\$ 20.00
Additional Transfer of Lien Certificate	\$ 10.00
Registry of Court	
Eminent Domain Actions (per deposit)	\$ 170.00
Receiving Money into Registry, First \$500.00	3.00%
Each Subsequent \$100.00	1.50%

*It has been determined that the fee for preparing, signing and sealing a summons will be \$17.00
 This includes the issuing fee of \$10 and the preparation fee of \$7.

Note: This list is intended as a general reference and is not inclusive of all fees.
 Fees are set by statute and court rules subject to revisions and amendments.

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is effective as of the _____ day of December, 2010 ("Effective Date") and is made and entered into by and between the Lexington Oaks Community Development District (the "Lexington Oaks CDD") and the American Consulting Engineers of Florida, LLC (the "Engineer"). The Lexington Oaks CDD and the Engineer are referred to collectively herein as the "Parties."

RECITALS

- A. The Lexington Oaks CDD is a community development district duly organized, established and governed under the provisions of Chapter 190, Florida Statutes, as amended; and
- B. The Engineer previously served as the Lexington Oaks CDD Engineer and was also retained by the Lexington Oaks CDD as the design engineer for the parking lot located adjacent to the Lexington Oaks CDD fitness center (the "Fitness Center Parking Lot"); and
- C. The Lexington Oaks CDD and the Engineer desire and intend to settle certain claims related to the construction and design of the Fitness Center Parking Lot which have been asserted, or which could have been asserted by or between them while, at the same time, denying any liability for those claims.

AGREEMENT

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. **AFFIRMANCE OF RECITALS.** The Parties affirm that the above recitals are accurate.
2. **PAYMENT BY THE ENGINEER.** The Engineer shall deliver to the Lexington Oaks CDD eight thousand dollars (\$8,000).
3. **RELEASE OF THE ENGINEER.** In consideration of this Agreement, the

{00026500.RTF/}

Lexington Oaks CDD does for itself and its successors and assigns, remise, release, and forever discharge the Engineer, and its employees, officers, directors, successors and assigns, and all other persons, firms and corporations, of and from those claims, demands, actions, causes of action and complaints of any kind or nature whatsoever, whether in law or in equity, they may have had, may now have, or may hereafter have arising from the construction and design of the Fitness Center Parking Lot by the Engineer. This release is not intended to release the Engineer from any claims for engineering or other services performed by the Engineer that are unrelated to the Fitness Center Parking Lot.

4. **RELEASE OF THE LEXINGTON OAKS CDD.** In consideration of the execution of this Agreement, the Engineer does for itself and its agents, managers, directors, officers, employees, insurers, successors and assigns, remise, release, and forever discharge the Lexington Oaks CDD, and its agents, managers, management company, attorneys, insurers, supervisors, employees, successors and assigns, of and from any and all known claims, demands, actions, causes of action and complaints of any kind or nature whatsoever, whether in law or in equity, they may have had, may now have, or may hereafter have arising from any work performed by the Engineer related to the construction and design of the Fitness Center Parking Lot. This release is intended to release all claims related to the Fitness Center Parking Lot as of the Effective Date of this Agreement.

5. **RELIANCE.** The Parties acknowledge that they have had the opportunity to consult with counsel of their choosing. The Parties have had the right to review the terms of this Agreement with their counsel, and are not relying upon any advice or counsel of other parties. The Parties herein agree that they understand all of the terms of this Agreement, and agree to be bound thereby in all respects.

6. **NON-ASSIGNMENT OF CLAIMS.** The Parties herein warrant that they have not assigned, transferred, or otherwise conveyed any past, present, or future rights, claims, or causes of action beyond any such assignments which may be included in this Agreement.

7. **NO ADMISSION OF LIABILITY.** The Parties understand and agree that by entering into this Agreement, no party is making any admission of liability. This document is the product of a compromise of disputed claims.

8. **FURTHER ACTIONS AND AGREEMENT TO EFFECTUATE TERMS.** The Parties agree to execute such further documents as may be reasonably deemed necessary to fully effectuate the provisions of this Agreement, with each party to bear its own attorneys' fees and costs.

9. **NO MISTAKE OF FACT.** It is understood that no mistake of fact with respect to the nature or extent of any losses, injuries, or damages, shall invalidate or void this Agreement.

10. **ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **COMPLETE AGREEMENT AND INCORPORATION OF EXHIBITS.** The Parties acknowledge that no promise or inducement has been made or offered except as set forth herein. The Parties execute this Agreement without reliance upon any statement or representation by anyone as to the nature and extent of the losses, injuries or damages, or of the probable or possible consequences thereof. This Agreement with the attached exhibits contains

the entire agreement between the Parties. The terms of this Agreement are a contract, and not a mere recital.

12. **SEVERABILITY**. If any provision of this Agreement or application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions are severable.

13. **INTERPRETATION TO BE NEUTRAL**. The Parties agree that should any dispute arise over the interpretation of this Agreement, any rule requiring interpretation against the party drafting the various provisions shall not apply and the Agreement shall instead be interpreted in a neutral manner.

14. **GOVERNING LAW**. This Agreement shall be governed by Florida law with venue in Pasco County, Florida.

15. **SIGNING**. It is understood this Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which constitute the same instrument. All signatories to this Agreement stipulate to having authority to bind the parties on behalf of whom they are signing for.

[Signatures on the following page]

**American Consulting Engineers of Florida,
LLC**

By: _____

Its: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, as _____ of the American Consulting Engineers of Florida, LLC on behalf of the limited liability company. He/She is personally known to me; or has produced _____ (type of identification), as identification.

Signature of person taking acknowledgement

(Typed, printed or stamped name of acknowledger)
Notary Public, State of Florida

Attest:

**Lexington Oaks
Community Development District**

By: _____

Name: _____

Assistant Secretary

By: _____

Name: _____

Chairman of the Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, as Chairman of the Board of Supervisors of the Lexington Oaks Community Development District. He is personally known to me; or has produced _____ (type of identification), as identification.

Signature of person taking acknowledgement

(Typed, printed or stamped name of acknowledger)
Notary Public, State of Florida at Large

Lexington Oaks Community Development District

2634 Cypress Ridge Blvd., Suite 102
Wesley Chapel, FL 33544
Office (813)991-1116 ♦ (Fax) 813 991-1117

December 13, 2010

Eric and Anita Stone,
8482 Big Cypress Ct
Fort Worth, TX 76137

Dear Mr. and Mrs. Stone

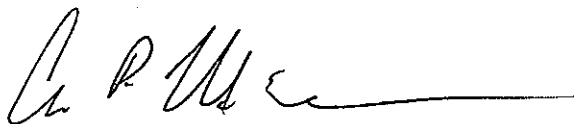
This is to advise you that on November 13, 2010 at 1:24 pm, individuals residing at your property address of 5610 Spectacular Bid Drive damaged property owned and maintained by the Lexington Oaks Community Development District. Specifically, the Hawthorne Village gate was damaged. This incident was witnessed, filmed by District security cameras and then reported to the Pasco County Sheriffs Department (Case ID #10-71603)

At the current time, the CDD has repaired the above referenced gate at a cost of \$375.37 (Invoice enclosed) Please be aware, the District expects prompt reimbursement with 30 days of receipt of this letter for these repairs from yourself or the individuals residing at your property.

Payment may be remitted to:

Lexington Oaks CDD
2634 Cypress Ridge Blvd., Suite 102
Wesley Chapel, FL 33544

Sincerely,



Andrew P Mendenhall, PMP
District Manager Lexington Oaks CDD

cc: Lexington Oaks Board of Supervisors
Tracy Robin, District Counsel

JUVENILE

Pasco Sheriff's Office	Offense Incident Report	Report #: 10-071603-01
Case Reference: PROPERTY DAMAGE, NON-CRIMINAL		Date: 12/13/10

Offense Information	
Agency Classification: PROPERTY DAMAGE, NON-CRIMINAL	Statute Ordinance: 000.0000
Statute Description: PROPERTY DAMAGE, NON-CRIM	

Offense Location	
Business/Subdivision: LEXINGTON OAKS	Sector: TALON 5
Address: 26304 LEXINGTON OAKS BLV , WES , FL 33544	
Occurred Date: 11/13/10	Time: 12:00
Intersection:	To Date: 11/13/10
Reported Date: 11/19/10	Time: 17:20
Dispatch Date: 11/19/10	Time: 10:41
	Arrive Time: 10:55
	Cleared: 12:23

Other		Seq #: 001
Name: VINCENT A EDWARDS		
Race: BLACK	Sex: MALE	DOB: 3/23/61
		Age: 049
Address: 5610 SPECTACULAR BID DR , LOL , FL 33544		
Residence Phone: (813)929-6426	Business Phone: (813)527-7470	
	Occupation: OWNER	
Employer Name: SUNCOAST PROPERTIES		

Gang:

Other		Seq #: 002
Name: VASHAUN EDWARDS		
Race: BLACK	Sex: MALE	DOB: 11/24/05
		Age: 004
Address: 5610 SPECTACULAR BID DR , LOL , FL 33544		
Residence Phone: (813)929-6426	Business Phone:	
	Occupation:	
Employer Name:		

Gang:

Other		Seq #: 003
Name: MYREE GROOMS		
Race: BLACK	Sex: MALE	DOB: 12/10/01
		Age: 008
Address: 5610 SPECTACULAR BID DR , LOL , FL 33544		
Residence Phone: (813)929-6426	Business Phone:	
	Occupation:	
Employer Name:		

Gang:

Other		Seq #: 004
Name: TYLER MILLER		
Race: WHITE	Sex: MALE	DOB:
		Age: 008
Address: 0 CULPEPPER , LOL , FL 33544		

Residence Phone:

Business Phone:

Occupation:

Employer Name:

Gang:

	Reporting Person	Seq #: 001
--	-------------------------	------------

Name: PEGGY BARR

Race: WHITE

Sex: FEMALE

DOB:

Age: 000

Address: 5515 SPECTACULAR BID DR , LOL , FL 33544

Residence Phone: (813)973-3937

Business Phone:

Occupation: RETIRED

Employer Name:

	Property	Seq #: 001
--	-----------------	------------

Status: No Desc

Property Type: MISCELLANEOUS

Make:

Model:

Color: No Desc

Year: 0000

Quantity/Weight: 1

Description: EXIT GATE DAMAGED

Condition: GOOD

Value: \$200.00

Serial #:

Misc #:

Recovery Information

Recovered By:

Date: 00/00/00

Value: \$.00

Pasco Sheriff's Office	Continuation Sheet (1)	Report #: 10-071603-0001
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Case Reference: PROPERTY DAMAGE, NON-CRIMINAL

Date: 11/19/10

	Narrative	
--	------------------	--

VICTIM/WITNESS - DOMESTIC VIOLENCE PACKET ISSUED Y/N: No
 SAO INVESTIGATION DATE: N
 SUPPORT DOCUMENTS: None.

On November 19, 2010 at approximately 1055 hours, I responded to 26304 Lexington Oaks Boulevard, Land O' Lakes, Florida in reference to a criminal mischief which was later changed to property damage. Upon arrival, I made contact with the office staff of the homeowners association who stated a resident had come in and advised them of children breaking their exit gate for their community. They provided surveillance video of the incident and gave the location of the witness and the subject who was responsible.

I then proceeded to 5515 Spectacular Bid Drive and made contact with the witness, Peggy Barr, who stated she was coming in the entrance gate when the incident occurred. Peggy stated she saw a vehicle exit the exit gate and then two children on one bike try to exit behind the vehicle. Peggy stated the bike got caught on the gate which caused the gate to stop moving. Peggy stated the gate would not open or close after this happened. Peggy stated she asked the children if they were okay and they told her they were.

I then proceeded to 5610 Spectacular Bid Drive and made contact

with the parent, Vincent Edwards, of the children. Vincent stated he did not realize this had happened. He stated he would pay for the repair cost of the gate for the damage the children caused. Vincent stated he would get with the homeowners office staff and find out the cost.

I also spoke with one of the children, Myree Grooms, who stated he did attempt to exit the gate and his brother, Vashaun Edwards, was riding on the back of his bike. Myree stated they were going to a friend's house, Tyler Miller, who was also there when this happened. Myree stated they were not injured.

I issued the homeowner association staff a business card with case number.

I obtained a surveillance video and placed it into evidence.

A wants and warrants check met with negative results. No further action.

Administrative		
Reporting Member - ANTHONY JUSTICE	CJIS#: 898	Reporting Date: 11/19/10
Supervisor: WILLIAM MOLTZAN	CJIS#: 579	Date approved: 11/20/10
Status: ADMINISTRATIVELY CLEARED		
Referred to: Not found		

Assignment		
Assigned By:	CJIS#:	Date assigned:
Assigned To:	CJIS#:	Date assigned:
	End Report 10 - 071603	

List of Fees:

Last Reviewed and Updated - January 7, 2008

Clubhouse Rental Fees & Security Deposits

Residents:

Rental for Six (6) Hours without Alcohol:	Security Deposit - \$100.00	Fee - \$75.00
Rental for Six (6) Hours with Alcohol:	Security Deposit - \$200.00	Fee - \$100.00

Non-Residents:

Rental for Six (6) Hours without Alcohol:	Security Deposit - \$200.00	Fee - \$200.00
Rental for Six (6) Hours with Alcohol:	Security Deposit - \$300.00	Fee - \$200.00

Non-Resident Facility Fees (Pool/Tennis Courts/Soccer Field)

Quarterly:	Family - \$200.00	Individual - \$100.00
Daily:	Family - \$25.00	Individual - \$15.00

Gym: \$200.00 Quarterly Per Individual

Use of Copy Machine - \$.10 Per Copy

Fence/Wall Proposals for Saratoga
(Bordering Angus Valley)



BIG DOG FENCE INC.

31116 ELOIAN DRIVE
WESLEY CHAPEL, FL
33545

Tel. (813) 907-9877
Fax. (813) 994-7827
Email: service@bigdogfence.com

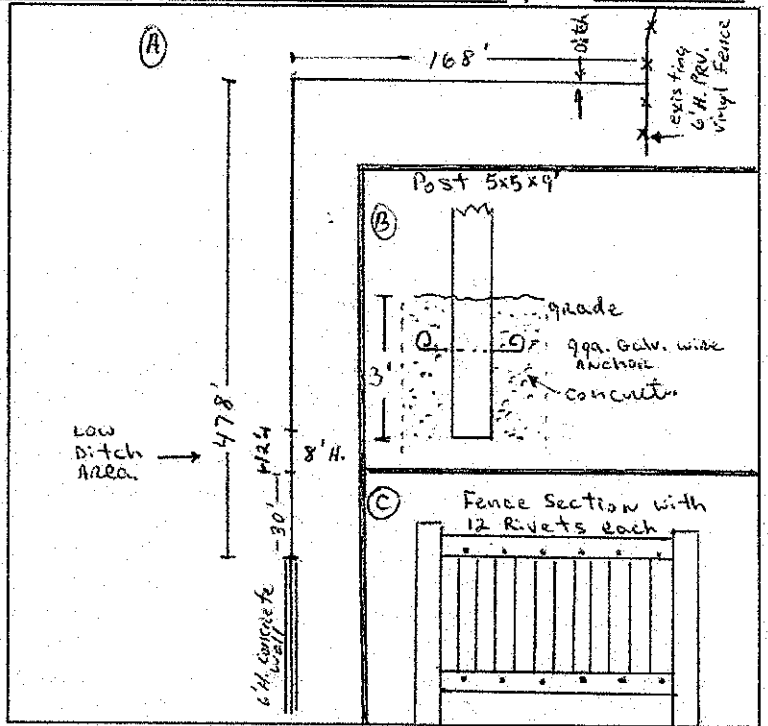
Date: 12/13/10

Home Phone: _____
Bus. Phone: 813-907-8718
Mobile Phone: _____
Fax. Number: 813-907-1499
Email: chouse6@Tampabay.rr.com
No/Cut #: _____

PROPOSAL AND CONTRACT

CUSTOMER: Lexington Oaks CDD *ATTN: Todd wilhelmi pm.* Subdivision: Saratoga in Lexington Oaks.
ADDRESS: 26304 Lexington Oaks Blvd. City Wesley Chapel, Fl. Zip Code 33544
JOB SITE: Saratoga subdiv - Behind Tennis Court City _____ Zip Code _____

QUANTITY	
636 LF	6'H Privacy fence Installed
12 LF	8'H Privacy fence Installed
12	Rivets each 6'x6' section (Reinforce)
24	Rivets each 6'x8'H. sect. (Reinforce)
648 LF	clear fence line



Total Height 4' 5' 6' 8'
Post Spaced 6' 8' 10'

Chain Link

Color: Galv Brn Blk Gm
Fabric Mesh x ga.
Tension Wire 14ga 9ga No
B/Wire 3/strd 15.5ga 12.5ga
Top Rail 1-3/8 1-5/8 ga.
Line Post 1-5/8 2 ga.
End Post 2-3/8 2-7/8 ga.
C/Post 2-3/8 2-7/8 ga.
Sgl/G Post 2-3/8 2-7/8 ga.
Dr/G Post 2-3/8 2-7/8 ga.

Walk Gate Opening

36" w 42" w
48" w _____
60" w _____
72" w _____

Drive Gate Opening

Single Swing / h.x w.
Double Drive / h.x w.
Roll / h.x w.
Cantilever / h.x w.
Permit Included: Yes NO

Wood, Pressure Treated

Board on Board W/Lat
Shadow Box W/Lat
Stockade Cnvx Concave
Picket Spaced DE PT
Runners 1-1/4 2x4

Pkts DE 1/2x4 5/8x4 6
Line Post 4x4 4x6
Gate Post 4x4 4x6 6x6
Deco Post Gothic Miter

Vinyl white tan
Style Chester Field Prv.

Line Post 4" Pkt 5" Priv 5" RI
End Post 4" Pkt 5" Priv 5" RI
C/Post 4" Pkt 5" Priv 5" RI
G/Post 4" Pkt 5" Priv 5" RI

Aluminum Grn Brnz
Wht Blk Brn Tan

Style _____
Line Post 2" 2-1/2"
End Post 2" 2-1/2"
C-Post 2" 2-1/2"
S/Gate Post 2" 2-1/2" 3"
Dr/Gate Post 2" 2-1/2" 3"

Construction Notes:

- Bottom of Fence: follow grade string straight w/grade level w/grade
- Post tied to concrete w/9ga galv. wire "prevents sinking"
- Gate Post Set in Concrete 100 lbs bell shaped at bottom
- Gate Hinge Post {PVC} Heavy Wall I-Beam Alum. Insert
- Line Post set in 50 lbs concrete 6x6 - 75# 6x8'H.
- Hardware SS {PVC} white black
- Hardware Steel {Wood} black painted
- Caps Gothic New Eng Ball
- Ext Int Solar

Cross Street: _____
SEC _____ TWS _____ RNG _____ Lot # _____

THIS PROPOSAL MAY BE WITHDRAWN BY BIG DOG FENCE INC. IF NOT ACCEPTED WITHIN 30 DAYS. THIS PROPOSAL SHALL BECOME A BINDING CONTRACT UPON ACCEPTANCE. SEE REVERSE SIDE FOR TERMS OF CONTRACT.

Not Required

CONTRACT

AGREEMENT made this day of Dec., 2010, by and between BIG DOG FENCE INC. hereinafter referred to as "BDF" and, hereinafter referred to as "Customer."

In consideration of the mutual covenants contained herein and the consideration to be paid by Customer to Big Dog Fence Inc., it is agreed as follows:

1. Customer shall pay to Big Dog Fence Inc. the sum of \$ 13,100.00 for the work described herein. Payment shall be made to BDF by the Customer upon completion, unless otherwise specified.

2. BDF agrees to furnish all necessary labor and materials to construct the improvements described herein as per the specifications and drawings, if any, shown on the reverse side. BDF further warrants all materials will be as specified and that all work will be completed in a workmanlike manner according to standard practices.

3. If this is a residential job, Customer represents and warrants that he/she is the owner of the property described herein. If this is a commercial job, Customer represents that he/she is the owner of the property described herein, or an Agent, Board Member, representing CDD/HOA Organization/Company, Lexington Oaks CDD, Wesley Chapel, FL 33544

owned by _____, or a contractor who has a contract to improve property and that part of the improvements contracted for by the owner include the work described herein.

4. Customer agrees to locate, relocate, stake and clear fence lines, and assumes full responsibility for same. Customer agrees to indemnify and hold BDF harmless for any liability or damages that may result from Customer's failure to properly locate, stake and clear fence lines. Customer further agrees to advise BDF of any deed, subdivision, or other restrictions which may affect construction of the fence or other improvements to be constructed by BDF, and agrees to indemnify and hold BDF harmless from any liability or damages that may result because of the failure to comply with deed, subdivision, or other restrictions.

5. BDF will call the local Utility Locating Service. BDF does not assume any responsibility or liability for any damage of any nature to underground obstructions. Customer agrees to clearly "mark" any underground obstructions in the area of the fence line or the improvements to be constructed by BDF. Customer assumes responsibility for any damage to underground obstructions caused by Customer's failure to locate and mark accurately with paint or flags, their existence. For purposes of this Agreement, underground obstructions include but are not limited to all improvements constructed underground including utility pipes, sprinkler pipes, cables, wires, foundations, and the like.

6. It is agreed by and between the parties, that any alteration or deviation from the above specifications involving extra cost is to be performed by BDF and will become an extra charge over and above the price stated herein.

7. Customer agrees to pay in full the price stated herein upon completion of work. Any failure to pay within three (3) days after completion of work, excluding Sundays and Holidays shall be considered a default and BDF shall be entitled to recover the full amount of the invoice plus interest (finance charge) at the rate of 1 1/2% per month (18% per annum) until the contract price is paid in full. In the event it becomes necessary for BDF to take collection action, Customer agrees to pay all costs of collections including reasonable attorney's fees and costs.

8. It is agreed between the parties that BDF will retain \$125.00 from deposit if said contract is cancelled by customer and customer further agrees to a 25% restocking fee plus return freight cost for all special orders. No return for custom orders.

9. It is further agreed between the parties that the fencing materials shall remain personal property until the contract price is paid in full. In the event the Customer fails to pay the contract price, BDF shall have the right to peaceably repossess and remove all materials installed by it on the premises. Customer further agrees that BDF shall have all of the rights of a secured party, as the same is defined under the Florida Uniform Commercial Code, and that said rights shall be cumulative and in addition to any other rights which BDF may have in accordance with Florida Law.

10. If Credit Cards are used to pay total, or any amount toward total, the amount charged through terminal will be assessed an extra 3.5% processing fee. Credit card checks will not be assessed the extra 3.5%.

11. BDF is not responsible for warping or cracking of wood products.

12. BDF will warranty labor for installation of residential/commercial for a period of 1 year.

13. BDF will warranty labor for installation, (residential/commercial gate operator) for period of 90 days.

14. This agreement is the entire agreement of the parties and cannot be changed except in writing signed by both parties. There are no warranties or representations except as are expressed herein. BDF specifically disclaims all EXPRESS and IMPLIED WARRANTIES, including any WARRANTY OF MERCHANT ABILITY or FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF the parties have hereunto signed their names on the day and year first above written.

Additional Information _____

BIG DOG FENCE INC., Alan Lanier, Mrg.

By: Alan Lanier

Down Payment 50%: \$ 6550.00

Customer: X

Balance Due upon Completion: \$ 6550.00

Print: X

Title: _____

Elite Vinyl Products, Inc.
Lifetime Non-Prorated Limited Warranty

Elite Vinyl Products, Inc. offers a Lifetime Non-Prorated Warranty on all PVC fence and deck products. These are subject to the conditions and limitations listed herein, to be free from defective workmanship and materials, and when subject to normal and proper use. It is further warranted against surface peeling, rot flaking, rusting, blistering, corrosion and abnormal weathering or abnormal discoloration of products only. Tan or other non-white product warranty does not include normal color fade due to weather and sunlight. Elite Vinyl Products, Inc. warrants only those products manufactured by it and this warranty is transferable for a \$100.00 fee paid to Elite Vinyl Products within 30 days.

WARNING:

Elite Vinyl Products, Inc. and its employees are not qualified to approve, recommend or advise as to the suitability of this product for all possible end use applications. Your local code authority and fire Marshall's office should be consulted as to its safety for its intended use.

THE FORGOING EXPRESS WARRANTY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDED ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR OF MERCHANTABILITY. NO INCIDENTAL OR CONSEQUENTIAL DAMAGES WILL BE PAID. NO STATEMENT, REMARK, AGREEMENT, REPRESENTATION, PROMISE, OR UNDERSTANDING, ORAL OR WRITTEN, MADE BY ELITE VINYL PRODUCTS, INC. OR ANY AGENT THEREOF, WHICH IS NOT CONTAINED OR AUTHORIZED HEREIN, WILL BE RECOGNIZED BY ELITE VINYL PRODUCTS, INC. FOR CONSUMER PURCHASES IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE NOT EXCLUDED. SOME STATES MAY NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OF LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS AND THERE MAY ALSO BE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.

By acceptance and use of this product, purchaser agrees that Elite Vinyl Products, Inc. Liability and purchaser's exclusive remedy for breach of any warranty shall be limited in all events to replacement of any section of this product which shall be returned to Elite Vinyl Products, Inc. and which is found to be defective. All claims must be presented within a reasonable time after delivery. Liability for replacement of any such section or part shall be based upon either the prevailing cost of this in your geographic area at the time of replacement, or the original material purchase price, whichever shall be less. Elite Vinyl Products, Inc. shall have the right to elect to refund a monetary amount, which shall be equal to Elite Vinyl Products, Inc., liability for replacement.

This warranty does cover the cost of installation of any defective product or the cost of installation of any replacement product furnished under the terms of the warranty.

LIMITATIONS:

Elite Vinyl Products, Inc. shall not be liable for and this warranty does not apply to any failure, defect or damage resulting from or connected with the following: a) Misuse, neglect, or improper storage. b) Improper application or application not in strict adherence to written instructions approved by Elite Vinyl Products, Inc. c) Impact of foreign objects or animals, fire, hurricane, tornado or other violent storm or casualty, or acts of God. d) Painting of the surface of the products. e) Discontinuation or modification of the fence includes color. f) Adverse effects of air pollution and normal weathering of surfaces. NOTE: LIKE OTHER FENCING MATERIALS, THIS FENCING MATERIAL CANNOT BE EXPECTED TO CONTAIN A HORSE OR OTHER LARGE ANIMAL THAT WANTS TO BREAK THE FENCE ENCLOSING IT, AND THEREFORE MAKES NO REPRESENTATIONS ABOUT AND DOES NOT WARRANT AGAINST SUCH AN OCCURANCE.

Notice of any defect must be given to Elite Vinyl Products, Inc. in writing. Send notices to: Elite Vinyl Products, Inc. 4504 30th Street West, Bradenton, FL 34207.

**FILL OUT THIS PAGE TO VALIDATE PRODUCT WARRANTY
WARRANTY REGISTRATION & VALIDATION SYSTEM**

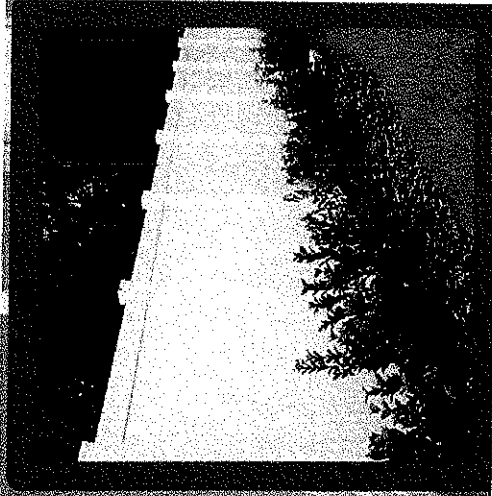
All information must be complete in order to place the warranty on your purchase into effect.
Complete only one registration per installation or product and mail within 10 days.

NAME _____ NAME OF FENCE DEALER _____
ADDRESS _____ ADDRESS 2 _____
CITY/STATE _____ ZIP _____
INSTALLATION DATE _____ PHONE _____

Chesterfield

Featuring attractive, heavy duty 7/8" thick, 6" wide tongue & groove pickets. Chesterfield offers durable, contemporary privacy.

Height: 48" thru 96"
Width: 6' & 8'





December 13, 2010

Lexington Oaks
Todd Wilhelmi
26304 Lesington Oaks Blvd.
Wesley Chapel, FL

Job Site: 26304 Lesington Oaks Blvd.
Wesley Chapel, FL

Dear Todd,

Thank you for the opportunity to offer you an estimate for your fencing needs located at the job site listed above. Please accept this letter as our Proposal for your review.

Total Install:

\$14,905.00

- 650' of 72" Tall White Lakeland ® PVC Fence

Price includes tax, materials and installation. A 25 % deposit is required upon finalization of contract. Price is based on a clear fence line. Danielle fence is not liable for any damaged done to underground water utilities or sprinkler lines. Price is plus permit, if applicable. Quote good for 30 days.

Danielle Fence Mfg. Co., Inc. will provide a Certificate of Liability Insurance and Workers' Compensation Certificate, and will maintain it fully in effect until completion of this contract.

Signature: _____

Date: _____

Dk/PM



Headquarters, Design Center and Facility
4555 State Road 60 West / P.O. Box 1019
Mulberry, Florida 33960
Hillsborough County: 813.681.6181 / Fax: 813.676.1109
Polk County: 863.423.5182 / Fax: 863.423.5878
toll free: 900.255.6794

www.daniellefence.com



SALES & INSTALLATION CONTRACT

DATE: Tues. Dec. 14, 2010

Sales Order #: _____ L-Code: _____

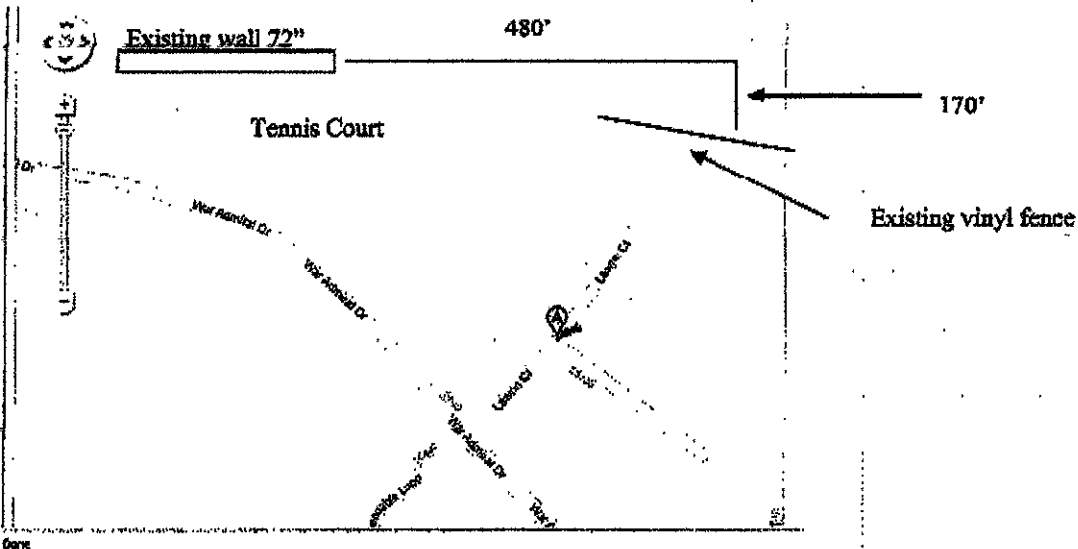
NAME: Lexington Oaks	
JOBSITE Address: Behind Tennis Courts off of War Admiral Dr. all the way to homes behind Lawrin Ct.	
City, State, Zip: Wesley Chapel, FL	
BILLING Address: ?	
City, State, Zip: ?	
Email: _____	Work Email: _____
Home Phone: 813-907-3718-front office	Work Phone: _____
Cell Phone 1: 813-597-1288-Todd	Cell Phone 2: _____
	Fax #: _____

Fence Description	TOTAL \$
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Country Estate, G-Fence

Install 650' of 72" tall, white Lakeland-R

- * all installed into heavily rooted area of trees and brush. Subdivision to clear out as much as possible prior to installation.
- * Starting at existing wall, and ending at existing vinyl fence.



We hereby propose to furnish labor and materials completely in accordance with the above specifications for the sum of:
 Total price (includes tax) \$ _____ Deposit \$ _____
 When permit is required, permit fees and a \$35 service fee will be added to contracted price listed above.
 Danielle Fence authorized representative _____ Name (printed) **Vincent J. Di Cicco**
 ACCEPTANCE OF PROPOSAL/CONTRACT PLEASE NOTE: Quoted price valid for **21** days.
 The above prices, specifications and conditions are hereby ACCEPTED. See back for contract terms and conditions.
 CUSTOMER: _____ Date: _____



December 13, 2010

Lexington Oaks
Todd Wilhelm
26304 Lesington Oaks Blvd.
Wesley Chapel, FL

Job Site: 26304 Lesington Oaks Blvd.
Wesley Chapel, FL

Dear Todd,

Thank you for the opportunity to offer you an estimate for your fencing needs located at the job site listed above. Please accept this letter as our Proposal for your review.

Total Install:

\$14,905.00

- 650' of 72" Tall White Lakeland @ PVC Fence

Price includes tax, materials and installation. A 25 % deposit is required upon finalization of contract. Price is based on a clear fence line. Danielle fence is not liable for any damaged done to underground water utilities or sprinkler lines. Price is plus permit, if applicable. Quote good for 30 days.

Danielle Fence Mfg. Co., Inc. will provide a Certificate of Liability Insurance and Workers' Compensation Certificate, and will maintain it fully in effect until completion of this contract.

Signature: _____

Date: _____

Dk/PM



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Mulberry, Florida 33900
Hillsborough County: 813.681.6181 / Fax: 813.676.1109
Polk County: 863.425.3182 / Fla. 863.425.5070
1-800-255-6799

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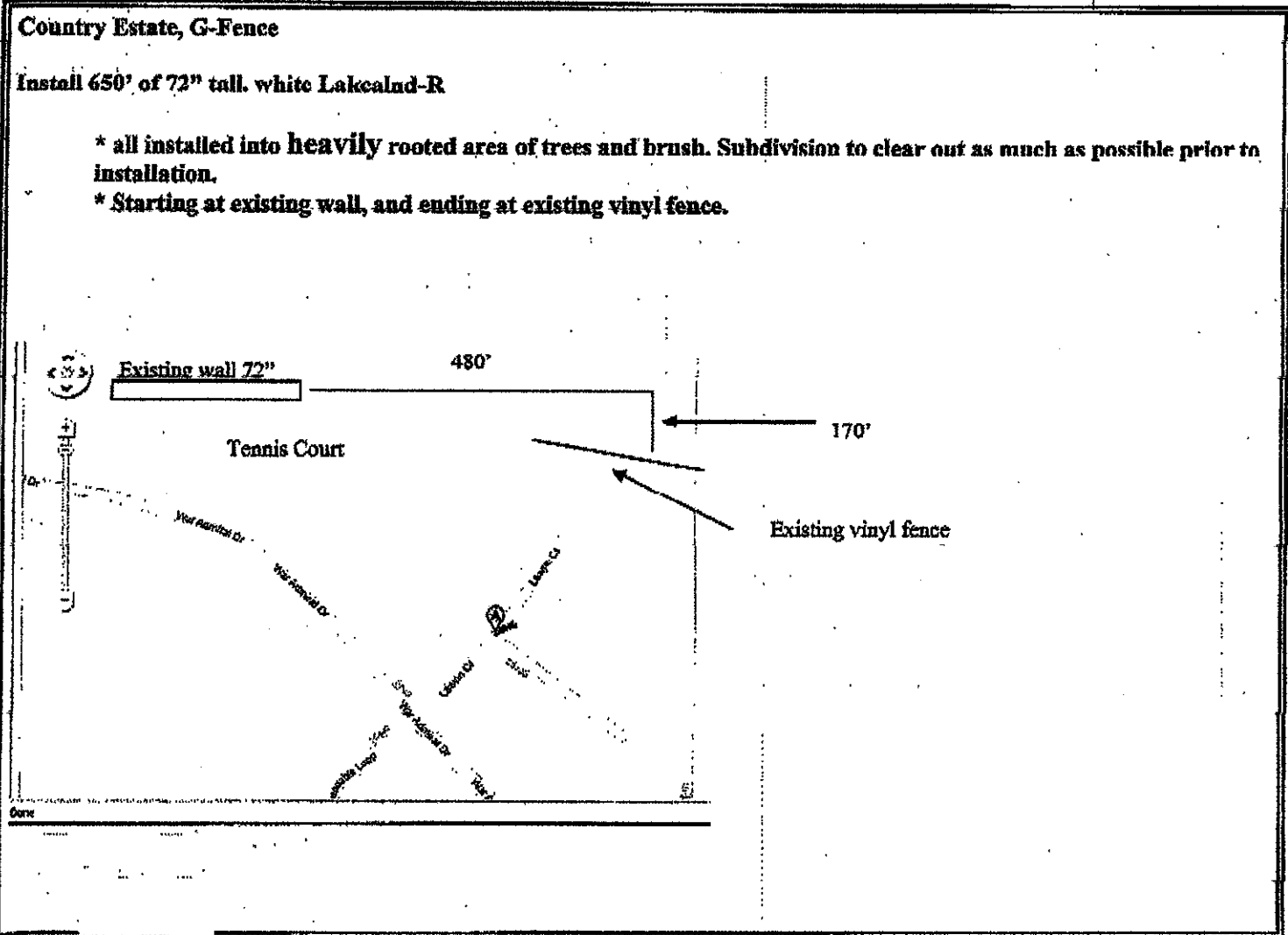


SALES & INSTALLATION CONTRACT

DATE: Tues. Dec. 14, 2010
 Sales Order #: _____ L-Code: _____

NAME: **Lexington Oaks**
 JOBSITE Address: **Behind Tennis Courts off of War Admiral Dr. all the way to homes behind Lawrin Ct.**
 City, State, Zip: **Wesley Chapel, FL**
 BILLING Address: ?
 City, State, Zip: ?
 Email: _____ Work Email: _____
 Home Phone: **813-907-8718-front office** Work Phone: _____
 Cell Phone 1: **813-597-1288-Todd** Cell Phone 2: _____
 Fax #: _____

Fence Description	TOTAL \$
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We hereby propose to furnish labor and materials completely in accordance with the above specifications for the sum of:
 Total price (includes tax) \$ _____ Deposit \$ _____
 When permit is required, permit fees and a \$35 service fee will be added to contracted price listed above.
 Danielle Fence authorized representative _____ Name (printed) **Vincent J. Di Cicco**
ACCEPTANCE OF PROPOSAL/CONTRACT PLEASE NOTE: Quoted price valid for 21 days.
 The above prices, specifications and conditions are hereby ACCEPTED. See back for contract terms and conditions.
 CUSTOMER: _____ Date: _____

**Other Business Discussed at last
Workshop**

Wall In Pocono

To do it ourselves:

To paint the extra wall in Pocono will cost between \$250.00 and \$300.00 in paint and materials.

It should take between 2 to 3 days.

Motts will not do it for less than the \$1,218.00 proposal they submitted. Stuart says he cannot get the reduced price on the paint that he had originally for the other walls.

I recommend that we do it in house. We have access to a sprayer and we will save approximately \$900.00.

Uniforms VS. Name Tags

Uniform Shirts –	<u>10</u>	<u>25</u>
	\$19.49 ea.	\$15.49 ea.
	(Todd & Keith)	(Full Staff)

Name Tags for Staff -	<u>6</u>	<u>10</u>
	\$55.50	\$82.50
	(Office Staff)	(Full Staff)

My recommendation would be that Keith and I have uniform shirts and allow the office staff to wear name tags. Total would be \$250.40.

Income Lists:

Last Fiscal Year and Past 2 Months