

Barcelona

RECORDED & INDEXED
JAN 23 1998
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Total
2156

\$13.00
\$4.50
\$37.50
\$55.00

THIS INSTRUMENT PREPARED BY:

M. Lance Holden
Sharit, Bunn, Chilton,
Holden & Stambaugh, P.A.
99 Sixth Street, S.W.
P. O. Box 9498
Winter Haven, FL 33883-9498

P-7

MAINTENANCE AGREEMENT

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THIS AGREEMENT made and entered into this 31st day of January, 1998, by and between BAY TREE MANAGEMENT COMPANY, a Florida corporation, party of the first part, hereinafter called the "Contractor," and ORCHID SPRINGS VILLAGE NO. 300, INC., a non-profit corporation existing under the laws of the State of Florida, party of the second part, hereinafter called "Association."

WITNESETH:

WHEREAS, the parties previously entered into that Service and Maintenance Agreement recorded on December 26, 1972 in O.R. Book 1507, pages 711 through 718, inclusive, of the Polk County public records, for those facilities described herein; and

WHEREAS, the parties hereto desire to extend said Agreement for the performance of designated services as hereinafter defined on the following described realty, which consists of one building containing a total of thirty-eight (38) units and related facilities, legally described as:

(SEE EXHIBIT A, ATTACHED HERETO)

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, each to the other in hand paid, the receipt whereof is hereby acknowledged, the parties agree as follows:

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I. The term of this Agreement shall be a period of twenty-five (25) years and shall commence on the first day of February, 1998, and terminate on the first day of February, 2023.

II. The Contractor shall provide the following services:

a) Shall cut and trim the lawn grass and shrubbery per the following schedule:

- 1) Grass Cutting - Once a week except from October 15 through April 15 which will be done as needed.
- 2) Trimming Shrubby - Once every six to eight weeks.

b) Shall provide tools and equipment for cutting grass and trimming shrubbery only on the Association property. The Contractor shall **not** be responsible, nor be required, to replace or remove lawn, trees or shrubbery, to mulch, to fertilize, to herbicide, to control insects, or be responsible for any damage caused to the lawn, trees and/or shrubbery by any act of God, which shall include, but not be limited to, insects, pests, wind, flooding, lightning, hurricanes, frost and freezing, and/or natural causes.

No new shrubbery or trees may be planted without Contractor's approval, except for like kind replacement.

c) Shall, one time each spring and one time each fall, furnish labor and equipment to apply granular fertilizer only to all lawn grass on Association property as described in Exhibit A. The Association will supply the fertilizer.

d) Shall, once a year and up to a maximum height of fifteen (15) feet, cut off and dispose of brown palm tree fronds from palm trees.

e) Shall, once every six to eight weeks, rake up and dispose of fallen pine needles, tree leaves, and other debris.

f) Shall, once each week, sweep or blow clean all streets, parking areas and sidewalks located on Association property.

g) Shall provide or purchase garbage, trash collection and disposal service for occupants of the Association with no more than two (2) pick-ups per week. Manpower will be provided by the Contractor to remove the trash and garbage container from the Association trash room and return the trash container to the trash room after it has been emptied. The Contractor will request that the trash contractor clean the garbage container on at least a two month interval. To enhance the Contractor's efficiency, Contractor shall have the right to consolidate the trash collection and disposal services with operations for other condominium associations and

properties owned or serviced by the Contractor.

h) Shall, once each week, broom or rag clean window sills, sweep cobwebs from screens, light fixtures and railings and remove mud deposits from exterior building surfaces, stairwells and upper floor walkways of the Barcelona Building. The scope of these operations are limited to the distance a worker can safely reach.

i) Shall have the exclusive right to manage or own and maintain four (4) coin operated laundry machines (two washers and two dryers) in the laundry room for the residents of the Association and all collections from such machines shall enure to the benefit of the Contractor as expense for their operation.

j) Shall, every four years, pressure spray wash the exterior surfaces of the Barcelona Building, including the interior stairwells. Shrubbery will be protected from the cleaning solution.

III. The Contractor shall provide sufficient manpower to provide the services herein and shall employ at least one (1) person to perform these services. The parties specifically recognize that the personnel performing those functions enumerated above shall also perform those functions for other associations and entities during the term of this Agreement.

It is also recognized that the Contractor has the authority to enter into agreements on behalf of the Association for any services as may be necessary to fulfill the provisions of this Agreement.

IV. The Contractor shall not, under any circumstances, be liable under or by reason of this Agreement, directly or indirectly, for any accident, injury, breakage or damage of any machinery or appliance not attributed to the action or inaction of the Contractor or of any of its agents, employees, or servants, nor shall it be held responsible or liable for any loss, damage, detention or delay in furnishing materials or failure to perform duties as hereinabove provided when such is caused by fire, flood, strike, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.

The monthly fee/assessment for each unit in the Association for the services specified herein is \$62.50.

This fee will increase annually at the monthly rate of \$1.50 per unit on the first day of April, 1998 and on April 1 of each year thereafter for the term of this contract.

V. Procedures for collecting and depositing assessments levied against the Association units owners:

The primary obligation for payment to the Contractor, shall be by the Condominium owners, individually. However, the Association is also jointly and severally liable to the Contractor for any obligations of the unit owner, and Contractor, in its sole discretion, shall be entitled to collect such obligations from the Association without first pursuing any collection efforts against the unit owner. On the first day of each month each owner of a condominium unit shall be responsible for payment to the Contractor in an amount as provided for in the schedule set forth hereinabove, as part of the total assessment due. In the event the owner of the condominium fails to pay the specified amount provided for herein to the Contractor on or before the tenth day of each month, then the Contractor shall be authorized to discontinue and terminate any one or all of the services to such unit that are provided for by the Contractor until said owner shall have made full payment in accordance with the terms and conditions of this Agreement. In addition to the right to discontinue services, the Association does hereby grant and assign to the Contractor any and all rights of the Association to assert a lien against the property of the defaulting owner, including the right to sue or bring an action (legal or equitable) in the name of the Association against the owner. Each unit owner or Association shall pay the Contractor the greater of \$15.00 or 1-1/2% per month interest on each unit's monthly assessment received after the tenth (10th) of any month. The unit owner shall be responsible for all costs incurred in collecting any amounts due, including a reasonable attorney's fee. The Association shall indemnify and hold Contractor harmless for any claim or counterclaim asserted against Contractor arising out of or connected with such action to enforce the assessments.

VI. *The Contractor shall not be responsible for any services not specifically enumerated herein.*

VII. **Attorney's Fees** - Should a dispute arise concerning the terms and conditions of this Agreement, the party prevailing shall be entitled to recover costs and attorney's fees.

VIII. If any one or more provisions of this Agreement are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.

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Signed, sealed and delivered
in the presence of:

Sandra L. Powell
SANDRA L. POWELL

Printed Name of Witness

June S. Roberts
JUNE S. ROBERTS

Printed Name of Witness

BAY TREE MANAGEMENT COMPANY

By: Albert B. Cassiday
Albert B. Cassiday, President
710 Overlook Drive
Winter Haven, FL 33884

**ORCHID SPRINGS VILLAGE
NO. 300, INC.**

By: Albert B. Cassiday
Albert B. Cassiday, President
710 Overlook Drive
Winter Haven, FL 33884

Sandra L. Powell
SANDRA L. POWELL

Printed Name of Witness

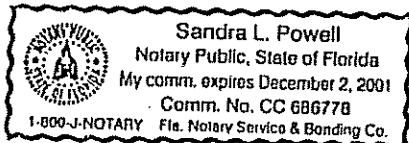
June S. Roberts
JUNE S. ROBERTS

Printed Name of Witness

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 26th day of November, 1998, by ALBERT B. CASSIDAY, as President of **Bay Tree Management Company**, a Florida corporation, on behalf of the corporation, and is personally known to me or has produced _____ as identification.

(SEAL)



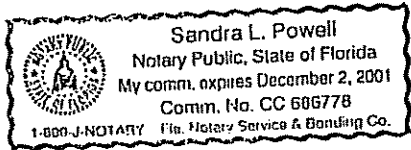
Sandra L. Powell
Notary Public - State of Florida
Sandra L. Powell
Print/Type Name of Notary Public
Commission No. _____
My Commission Expires: _____

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STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 31st day of January, 1998, by Elizabeth K. Ketchum, as President of Orchid Springs Village No. 300, Inc., a Florida corporation, on behalf of the corporation, and is personally known to me or has produced driver's license as identification.

(SEAL)



Sandra L. Powell
Notary Public - State of Florida

Sandra L. Powell
Print/Type Name of Notary Public
Commission No. _____
My Commission Expires: _____

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A parcel of land situated in the Northeast Quarter of Section 35, Township 28 South, Range 26 East, Polk County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 35, and run South 0° 22' 00" East 1000.80 feet; thence South 89° 43' 00" West 330.81 feet for the point of beginning;

thence continue South 89° 43' 00" West 310.00 feet; thence North 0° 17' 00" West 227.67 feet; thence North 63° 03' 00" East 88.59 feet; thence South 26° 57' 00" East 3.14 feet; thence South 69° 32' 20" East 106.34 feet; thence North 62° 48' 50" East 145.76 feet; thence South 0° 17' 00" East 292.92 feet to the point of beginning.

Said parcel of land containing 1.796 acres, more or less.

RESERVING to Developer, its successors and assigns, a perpetual easement and right-of-way, including the perpetual right to enter upon the property hereinafter described (and arbitrarily designated as tracts A, B, C, D, E,) at any time that it may see fit, and construct, maintain and repair sewage, gas and water pipe lines and mains, wire lines and conduits of all kinds for general utilities, together with the right to excavate and refill ditches and trenches, remove trees, bushes, sod, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipe lines, mains, wire lines and conduits, over and across, through and under the following described property:

TRACT A - A parcel of land situated in the Northeast Quarter of Section 35, Township 28 South, Range 26 East, Polk County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 35, and run South 0° 22' 00" East, along the East boundary of said Section 35, a distance of 1000.80 feet; thence South 89° 43' 00" West 330.81 feet for the point of beginning;

thence continue South 89° 43' 00" West 310.00 feet; thence North 0° 17' 00" West 15.00 feet; thence North 89° 43' 00" East 310.00 feet; thence South 0° 17' 00" East 15.00 feet to the point of beginning.

TRACT B - A parcel of land situated in the Northeast Quarter of Section 35, Township 28 South, Range 26 East, Polk County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 35, and run South 0° 22' 00" East, along the East boundary of said Section 35, a distance of 1000.80 feet; thence South 89° 43' 00" West 490.31 feet for the point of beginning;

thence continue South 89° 43' 00" West 10.00 feet; thence North 0° 17' 00" West 26.50 feet; thence North 89° 43' 00" East 10.00 feet; thence South 0° 17' 00" East 26.50 feet to the point of beginning.

TRACT C - A parcel of land situated in the Northeast Quarter of Section 35, Township 28 South, Range 26 East, Polk County, Florida, and being more particularly described as follows:

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Commence at the Northeast corner of said Section 35, and run South 0° 22' 00" East, along the East boundary of said Section 35, a distance of 1000.80 feet; thence South 89° 43' 00" West 554.64 feet for the point of beginning;

thence continue South 89° 43' 00" West 10.00 feet; thence North 0° 17' 00" West 56.29 feet; thence South 89° 43' 00" West 5.00 feet; thence North 0° 17' 00" West 15.00 feet; thence North 89° 43' 00" East 15.00 feet; thence South 0° 17' 00" East 71.29 feet to the point of beginning.

TRACT D - A parcel of land situated in the Northeast Quarter of Section 35, Township 28 South, Range 26 East, Polk County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 35, and run South 0° 22' 00" East, along the East boundary of said Section 35, a distance of 735.00 feet; thence South 89° 43' 00" West 559.86 feet for the point of beginning;

thence South 69° 32' 20" East 14.78 feet; thence South 26° 57' 00" East 35.46 feet; thence South 69° 32' 20" East 76.05 feet; thence North 62° 48' 52" East 144.19 feet; thence South 0° 17' 00" East 8.97 feet; thence South 62° 48' 52" West 143.65 feet; thence North 69° 32' 20" West 85.66 feet; thence North 26° 57' 00" West 47.28 feet to the point of beginning.

TRACT E - A parcel of land situated in the Northeast Quarter of Section 35, Township 28 South, Range 26 East, Polk County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 35, and run South 0° 22' 00" East, along the East boundary of said Section 35, a distance of 735.80 feet; thence South 89° 43' 00" West 559.86 feet for the point of beginning;

thence South 69° 32' 20" East 106.34 feet; thence North 62° 48' 52" East 145.76 feet; thence South 0° 17' 00" East 26.91 feet; thence South 62° 48' 52" West 144.19 feet; thence North 69° 32' 20" West 143.25 feet; thence North 63° 03' 00" East 35.48 feet; thence South 26° 57' 00" East 3.14 feet to the point of beginning.

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