

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY MORROW INS GROUP INC OF FERNANDINA BCH
12-0370-00 MKT TERR 123 904-261-0707

Renewal Effective 03-09-2024

POLICY NUMBER 002322-78000875-24

INSURED RIDAUGHT LANDING III
ASSOCIATION INC
C/O MICHAEL J MALONEY
ADDRESS 950-23 BLANDING BLVD PMB #321

Company Use 78-23-FL-0003

Company
Bill

Policy Term
12:01 a.m. to 12:01 a.m.
03-09-2024 to 03-09-2025

ORANGE PARK FL 32065-5912

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Homeowners Assoc

Entity: Corporation

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE	\$2,309.00
EMERGENCY FLORIDA INSURANCE GUARANTY ASSOCIATION ASSESSMENT	\$23.09
TOTAL	\$2,332.09
PAID IN FULL DISCOUNT	\$234.32
TOTAL POLICY PREMIUM IF PAID IN FULL	\$2,097.77

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):
55156 (07-12)

Countersigned By: MORROW INS GROUP INC OF FERNANDINA BCH

2024 NY, NJ
pay Con F. r. m #
127960006
mmzn



Southern-Owners Ins. Co.

Issued 01-23-2024

AGENCY MORROW INS GROUP INC OF FERNANDINA BCH
12-0370-00 MKT TERR 123Company
BillPOLICY NUMBER 002322-78000875-24
78-23-FL-0003

INSURED RIDAUGHT LANDING III

Term 03-09-2024 to 03-09-2025

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Premises Rented to You (Fire Damage)	\$50,000 Any One Premises
Medical Payments	\$5,000 Any One Person
Assn Directors/Officers Errors and Omissions Agg	\$1,000,000
Assn Directors/Officers Errors and Omissions Occ	\$1,000,000

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Non-Audited

Forms that apply to this coverage:

59350 (01-15)	IL0017 (11-85)	55146 (06-04)	55084 (06-04)	CG0220 (03-12)
IL0021 (07-02)	55881 (12-17)	CG2106 (05-14)	55010 (05-17)	59325 (12-19)
CG0001 (04-13)	55513 (05-17)	55719 (05-17)	CG2109 (06-15)	55029 (05-17)
CG2196 (03-05)	CG2132 (05-09)	CG2147 (12-07)	55885 (05-17)	

LOCATION 0001 - BUILDING 0001

Location: Cr 220, Middleburg, FL 32068

Territory: 006

County: Clay

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Assn Directors/Officers Errors And Omissions	00811	Professional	Flat Charge 303		\$721.00
Homeowners &/Or Mobile Homeowners Associations - No Buildings Or Premises Owned Or Leased Except For Office Purposes. (Not-For Profit)	41670	Prem/Op Prod/Comp Op	Members 303 303	Each 1 4.271 .893	\$1,294.00 \$271.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY

TERRORISM - CERTIFIED ACTS SEE FORM: 59350	PREMIUM
	\$23.00
LOCATION 0001	\$2,309.00

ENUMERATE...5540 Rio Vista Drive, Clearwater, FL 33760
Toll Free: 800-760-9966Order # 2022852
Prepared By Micayla CombsInitial Term 36
Support ID 005982Account Name Ridaught Landing Three at Comm Mgmt
Solutions III

Subscription Start 11/1/2024

NEW

Contact Name Michael Maloney

Payment Terms Due Upon Receipt

Bill To 950-23 Blanding Blvd. PMB #321
Orange Park, FL 32065
USNOTE: This order form supersedes any quotes/orders created
previously.

Email rl3association@yahoo.com

Phone (904) 600-2469

Service Agreement

This Order Form to the Services Agreement is entered into as of the Order Effective Date identified above ("**Effective Date**") by and between Tops Software of Florida, LLC d/b/a Enumerate ("**Enumerate**"), and the customer entity identified on this Order Form ("**Customer Information**"). This Agreement consists of: (a) this Order Form, (b) the **Master Subscription Agreement**, (c) any additional service-specific terms identified in the **Service Descriptions**, and (d) any statements of work, addendum or exhibits attached hereto or referenced herein, each as hereby incorporated and made a part of this Agreement (collectively the "**Agreement**"). Enumerate will provide, and Customer will purchase, the services identified below ("**Services**") at the pricing identified below in accordance with the terms and conditions of this Agreement.

Product	Description	Quantity	Sales Price	Discounted Price	Total Price V2
TOPS [ONE]	TOPS [ONE] Subscription	500.00	\$0.76	\$0.76	\$380.00

Total Fees

Initial Term starts on the subscription start date.
Implementation Fees are due upon signature.

One Time Costs	\$0.00
Monthly Recurring Costs	\$380.00

Service Descriptions:<https://goenumerate.com/starter-service-description><https://goenumerate.com/growth-service-description><https://goenumerate.com/enterprise-service-description><https://goenumerate.com/wp-content/uploads/Enumerate-Enterprise-Engage-Package.pdf>

All fees shown above do not include any taxes that may apply.

By signing below, the parties through their duly authorized representatives agree to the terms as memorialized in this Order Form. The Effective Date will be adjusted to the date of signature if the date of signature is later than the Contract Start Date indicated above.

	Enumerate
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature:



The Lake Doctors, Inc.
Aquatic Management Services

The Lake Doctors, Inc.
11621 Columbia Park Drive W.
Jacksonville, FL 32258
(904) 262-5500
Jacksonville@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

This Agreement, made this 1st day of January 2026 is between The Lake Doctors, Inc., a Florida corporation ("the Company") and the following "Customer"

PROPERTY NAME (Community/Business/Individual) RIDAUGHT LANDING THREE ASSOC.

MANAGEMENT COMPANY 950-23 BLANDING BLVD PMB#321

ORANGE PARK FL 32085

INVOICING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () 904-600-2469

EMAIL ADDRESS RL3 association@yahoo.com

The parties hereto agree to follows:

- A. The Company agrees to manage certain lakes and/or waterways for a period of twelve months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Six (6) Ponds associated with Ridaught Landing Three Association in Middleburg, Florida.

Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds/algae.

- B. Customer agrees to pay the Company the following sum for specified aquatic management services:

1.	Underwater and Floating Vegetation Control Program	\$ 385.00 Monthly
2.	Shoreline Grass and Brush Control Program	\$ INCLUDED
3.	Free Callback Service and Additional Treatments, if required	\$ INCLUDED
4.	Monthly Detailed Service Reports	\$ INCLUDED
Total of Services Accepted		\$ 385.00 Monthly

\$385.00 of the above sum-total shall be due and payable upon execution of this Agreement; the balance shall be payable in advance in monthly installments of **\$385.00** plus any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. The Company uses products which, in its sole discretion, are intended to provide effective and safe results.
- D. The Company agrees to commence treatment within **thirty (30)** days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by Customer to the Company on or before **June 27th, 2025**.
- F. The Terms and Conditions appearing on the reverse side form an integral part of this Agreement, and Customer hereby acknowledges that it has read and is familiar with the contents thereof.

CUSTOMER PREFERENCES

INVOICE FREQUENCY: ☒ MONTHLY ☐ EVERY OTHER MONTH ☐ QUARTERLY ☐ SEMI-ANNUAL ☐ ANNUAL

INVOICE TIMING: ☐ BEGINNING OF THE MONTH ☐ WITH SERVICE COMPLETION

EMAIL INVOICE: ☐ YES ☐ NO | If yes, provide invoice email: _____

EMAIL WORK ORDER: ☐ YES ☐ NO | If yes, provide work order email: _____

THIRD PARTY COMPLIANCE/REGISTRATION: ☐ YES ☐ NO

THIRD PARTY INVOICING PORTAL**: ☐ YES ☐ NO

REQUESTED START MONTH: _____ | PURCHASE ORDER #: _____

THE LAKE DOCTORS, INC.

Jesse Mason

Jesse E. Mason, Sales Manager

CUSTOMER:

Signed *[Signature]* Date 6-5-25

Name Michael J. Maloney

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. Customer understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, the Company shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify the Company in writing if any exotic fish exist in lake or pond prior to treatment.
 - d) Customer understands and agrees that for the best effectiveness and environmental safety, materials used by the Company may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) Customer agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by the Company and approved by Customer, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, the Company will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of species take several months or longer to fully decompose. Customer is responsible for any desired physical cutting and removal.
- 3) Customer agrees to inform the Company in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). the Company assumes no responsibility for damage to aquatic plants if Customer fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. Customer also agrees to notify the Company, in writing, of any conditions which may affect the scope of work and Customer agrees to pay any resultant higher direct costs incurred.
- 4) If services specify trash/debris removal, the Company will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to a 5 gallon bucket but only during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 5) Customer agrees to reimburse the Company for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees. Fees will be reimbursed via an additional invoice per the Company's discretion.
- 6) If at any time during the term of this Agreement, Customer reasonably believes the Company is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, Customer shall give the Company written notice stating with particularity the reasons for Customer's dissatisfaction. The Company shall investigate and attempt to address Customer's concerns. If, after 30 days from the giving of the original notice, Customer continues to reasonably believe the Company's performance is unsatisfactory, Customer may terminate this Agreement by giving written notice ("Second Notice") to the Company and paying all monies owing to the effective date of termination, which shall be the last day of the month in which the Second Notice is received by the Company. Customer may not terminate this Agreement before the end of the term except for cause in accordance with this paragraph.
- 7) If Customer discontinues or terminates service under this Agreement except for cause in accordance with paragraph 6, Company shall be entitled to collect as an early termination fee, and not as a penalty, an amount equal to, the lesser of, three (3) times the monthly service fee, or the number of months remaining in the term multiplied by the monthly service fee. The Company may declare the termination fee owed in a single payment due within ten (10) days of written demand.
- 8) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. The Company will notify Customer of such restrictions. It is Customer's responsibility to observe the restrictions throughout the required period. Customer understands and agrees that, notwithstanding any other provision of the Agreement, the Company does not assume any liability for failure by any party to be notified of, or to observe, such regulations or restrictions.
- 9) The Company shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming Customer as "Additional Insured" may be provided at Customer's request. Customer agrees to pay for any additional costs of insurance requirements over and above the standard insurance provided by the Company.
- 10) The Company agrees to indemnify, defend and hold harmless Customer from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Customer by any person caused by or that results from the gross negligence or willful misconduct of the Company, its employees or agents. Customer hereby agrees to indemnify, defend and hold the Company harmless from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on the Company by any person whomsoever that occurs on or about Customer's premises, except for any such loss, injury or damage that is caused by or results solely from the gross negligence or willful misconduct of the Company its employees or agents.
- 11) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer agrees that the Company's liability under this Agreement shall be limited to six (6) times the monthly fee, which amount shall be Customer's maximum remedy regardless of the legal theory used to determine that the Company is liable for the injury or loss (including, without limitation, negligence breach of contract breach of warranty and product liability).
- 12) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should the Company be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, the Company shall notify Customer of said condition and of the excess direct costs arising therefrom. Customer shall have thirty (30) days after receipt of notice to notify the Company in writing of any inability to comply with excess direct costs as requested by the Company.
- 13) Customer warrants that it is authorized to execute this Agreement on behalf of the riparian owner. If a legal entity, the person executing this Agreement on behalf of Customer represents that Customer is duly organized and existing, and is in good standing, under the laws of the jurisdiction of its organization and that execution, delivery, and performance of this Agreement has been duly authorized by all appropriate corporate action.
- 14) The Company covenants to perform and complete the services hereunder in a timely, competent and workmanlike manner and in accordance with the specifications and requirements set forth in this Agreement. THE COMPANY HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO SERVICES OR PRODUCTS PROVIDED BY THE COMPANY.
- 15) Customer understands that, for convenience, the annual cost of service is spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If the Company permits Customer to temporarily put its account activity on hold, an additional start-up charge may be required due to aquatic re-growth.
- 16) The Company agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of the Company. However, the Company shall in no event be liable to Customer or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 17) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party by written notice delivered prior to the end of the term. The Company may adjust the monthly investment amount after the original term to reflect any changes to cost of materials, inputs, and labor. The Company will submit written notification to Customer 30 days prior to effective date of adjustment. If Customer is unable to comply with the adjustment, the Company shall be notified immediately in order to seek a resolution. The Company may cancel this Agreement for any reason upon 30-day written notice to Customer.
- 18) Should Customer become delinquent, the Company may place the account on hold for non-payment and Customer will continue to be responsible for the continuing monthly amount even if the account is placed on hold. The Company may, at its sole discretion, choose to suspend services and charge the Customer 25% of the monthly equivalent invoice amount for three (3) consecutive months, herein referred to as the Credit Hold Period, or until Customer pays all invoices due, whichever comes earlier. Regular Service may be reinstated once the entire past due balance has been received in full. Should the Customer remain delinquent at the end of the Credit Hold Period, Company shall be entitled to bring action for collection of monies due and owing under this Agreement. Customer agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by the Company resulting from such collection action. The Company reserves the right at any time to charge interest on unpaid amounts at the rate of eighteen percent (18%) per year. Customer hereby irrevocably submits to the exclusive personal jurisdiction of the state and federal courts of Duval County, Florida for the adjudication of all disputes or questions hereunder.
- 19) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by the Company Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both the Company and Customer. This Agreement is assignable by Customer only with the prior written consent of the Company.



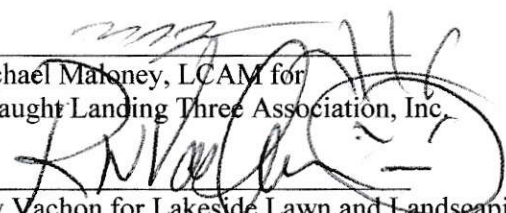
Ridaught Landing Three Association Incorporated
950-23 Blanding Blvd, PMB #321, Orange Park, FL 32065

**RE: LANDSCAPING CONTRACT BETWEEN RIDAUGHT LANDING THREE
ASSOCIATION INC (HOA) AND LAKESIDE LAWN AND LANDSCAPING INC**

On 8-25-25, the HOA Board for Ridaught Landing Three Homeowners Association (HOA) Incorporated agreed to this contract modification with Lakeside Lawn and Landscaping to:

1. For \$200.00/month:
2. Have landscaping services provided that entail monthly mowing and trimming of the main subdivision entryway and,
3. (MODIFICATION) 14 mowing and trimming per year for area at the retention pond located behind the park near 3016 Chief Ridaught Trail, Middleburg, FL 32068.
4. This contract can be cancelled at any time by either party with a one-month notice.
5. Any modifications of this contract must have notification to the HOA Board for review and approval.

Thank you in advance for assisting with the integrity of the HOA.


Michael Maloney, LCAM for
Ridaught Landing Three Association, Inc.

Roy Yachon for Lakeside Lawn and Landscaping LLC

8-29-25
Date

8-29-25
Date

Current
5.11.

ANSBACHER LAW

REAL ESTATE • CONSTRUCTION • LITIGATION
CONDOMINIUMS • HOMEOWNER ASSOCIATIONS

2301 Park Avenue, Suite 405
Orange Park, FL 32073
904.385.3444

8818 Goodbys Executive Drive, Suite 100
Jacksonville, FL 32217
904.737.4600

389 Palm Coast Parkway SW, Suite 4
Palm Coast, FL 32137
386.445.9789
by appointment only

April 13, 2015

Mr. Michael Maloney, President
Ridaught Landing Three Association, Inc.
c/o Howard McCann
Community Management Solutions, Inc.
3750 Silver Bluff Boulevard, Suite 305
Orange Park, FL 32065

VIA E-MAIL: Hjmccann_CMS@comcast.net

RE: Client: Ridaught Landing Three Association, Inc.
Matter: General Legal Matters
Our File No.: 090103

Dear Mr. Maloney:

We look forward to representing you. This letter is written to confirm the terms of our agreement. (The terms "we" or "the firm" refers to Ansbacher Law, P.A., its successors or assigns).

1. Client, Scope. We will be representing the client(s) identified above (the "Client" or "you"). Even if someone else is responsible for payment of our fees we represent only the Client.

The scope of our representation is limited to the above described matter (the "Matter"). By mutual agreement with our Client we may expand the scope of our services.

We discussed the following goals, strategies, concerns and limitations with respect to the services you have engaged us to perform:

- Our services and any legal counsel we provide are intended only for you and may not be relied upon by any third party without our prior written agreement.
- The scope of our services to you specifically excludes advising you on your duties to creditors, alternate financial strategies, or financial and legal risks associated with such strategies.
- We are not tax specialists. You have been advised to review all tax concerns relating to the Matter with your accountant or tax advisor.

- Due to the time necessary to review documentation, research legal options, and determine statutory and contractual deadlines applicable to the facts, unless explicitly specified otherwise above, we are not responsible to file any complaints, notices or take other action on your behalf required to prevent the expiration or loss of legal rights if the limitation period or contractual deadline is within six months of the date of this engagement agreement. Further, this provision will also apply to any new matters you may later refer to us where the limitation or deadline expires within six months of the new referral.
- Unless specified otherwise in this letter or other written correspondence from our firm, our services do not include analysis of insurance policies; determination if insurance coverage exists that might provide coverage, or filing any insurance claims on your behalf.

E-mail communication and other internet based communication (i.e. Dropbox) is efficient and cost effective, but not completely secure. Unfortunately there is no universal encryption system available. We will assume that you understand and accept the risks of using unencrypted e-mail and internet based communication and we will, from time to time communicate with you by unencrypted e-mail or internet based communication unless you explicitly direct us otherwise in writing. Even if you direct us not to use e-mail or internet for communications, if you send us an e-mail seeking a reply you agree that we may reply using unencrypted e-mail or other internet based communication.

From time to time you may have instructions for us, or other critical information you wish to convey to us. Any instructions or critical information must be sent in writing to assure there is no miscommunication. Even if a matter is discussed in person or by phone, you should send us written confirmation. Due to the confidentiality concerns, we suggest you do not send anything by e-mail unless encrypted. Further, you agree not to assume that we receive instructions or other information from you by e-mail unless you confirm that your instruction or communication has been read, accepted and acknowledged by us. E-mail correspondence is sometimes accidentally overlooked, moved or deleted before being read even if received by our office, so please assure delivery only by a reply acknowledging receipt of your email communication signed by someone from our office and do not rely upon any receipts or confirmations generated automatically by the server or mail software.

You have the right to discharge this firm at any time and for any reason. This firm has the right to withdraw from representation if payment is not timely made or when and as permitted or required by the Rules of Professional Conduct.

You agree that in the event that due to death, disability or otherwise there is not a licensed attorney available to handle the matter, the firm may make disclosures to another attorney for the purpose of evaluating the file and protecting your rights.

Our representation is limited to the above matter for the benefit of the Client only. Notwithstanding, in the event you request and we agree to perform additional legal services in the future for you, or for related persons or entities, the terms of this engagement letter will also apply to the new matters, absent a new engagement letter.

2. Fees and Costs.

General Legal Matters. Our fees will be based on the amount of time that we spend on the Matter, applied to the billing rates charged by each professional who works on the Matter. We bill in increments of one-tenth of an hour; however for individual tasks we perform on the Matter there is a minimum time charge of 18 minutes.

Our billing rates vary with levels of experience and expertise. Current billing rates range from \$200.00 to \$395.00 per hour for attorneys. Current rates for paralegals and legal assistants range from \$85.00 to \$185.00 per hour. Rates are adjusted, from time to time, and may increase during the course of the engagement. Our invoices itemize the time and charges for each professional working on the Matter.

In addition to fees for legal services, we also charge for various costs and disbursements such as international long distance and telephone conference charges, express delivery, postage, and filing fees. Under most circumstances we do not charge for domestic long distance or faxes; however we reserve the right to do so. Color and black & white prints, scans, and copies are charged at a rate comparable to third-party copy services. We subscribe to legal research under a flat-rate program. We charge for legal research expenses within the subscription on a pro-rata basis and when required to access databases outside the scope of our plan. If the Matter requires the use of audio-visual equipment, such as video depositions or video projectors, or other special resources then we may use our own equipment in lieu of or in addition to renting such equipment. In such case, we charge the lesser of the cost of the equipment or a discounted fair rental value. Our goal is to provide the most cost effective service.

When reasonably ascertainable, we charge the actual cost of third party expenses we incur without any markup. Upon receipt of any invoices from third parties we will add them to your bill and you will be responsible to pay same, although we may choose not to pay the vendor until you have made payment to us. Sometimes it is not practical to determine the exact cost, in which case we charge an estimate of the actual cost.

Please note that the scope of our general legal services vary for each client depending on the tasks we are asked to perform. Although some associations provide all contracts to us for legal review and ask that we attend meetings of the board and of the membership, many associations prefer to address such matters without the assistance of counsel. Accordingly, unless we are requested to review all actions of the association, the services we provide would not necessarily be those which would be consistent with being the "general counsel" for the association. The decision as to when to engage our firm to review a specific matter for legal compliance is ultimately the decision of the board.

3. Advanced Fee. No advanced fee will be required for this Matter. We reserve the right to require an advanced fee in the future as a condition of representation.

We reserve the right to require the deposit of an advanced fee to secure the payment of the estimated legal fees and costs either at the commencement of our work, or at any time during the course of the work where it appears that the deposit will not be sufficient to complete the remaining work. If a deposit is requested, we reserve the right to suspend further work on the file until the deposit is paid. Any deposit which is not used in the course of fees and costs for the matters we are assigned will be refunded to the client upon completion of all outstanding work.

If an advanced fee is required now, or in the future then we will apply the unearned portion to invoices and send you a monthly statement reflecting the remaining balance after each payment. If during the course of representation, the advanced fee is exhausted or if we deem that the remaining balance of the advanced fee is inadequate, we may require you to restore or increase the advanced fee by making additional payments.

4. Receipt and Disbursement of Funds. Any funds we receive under this Agreement will be trust funds for your benefit, except for attorney's fees and costs due our firm. If the Matter involves the receipt of funds, we will prepare a statement showing an itemization of all costs and expenses and the amount of the fee. If funds are received relating to the Matter made payable to you, you give us permission and appoint us as your attorney-in-fact to endorse the check in your name, to deposit the funds into our trust account and to disburse the attorney fees and costs to us and the balance to you in accordance with the fee and cost schedule set forth above.

5. Payment & Financial Responsibility. Each person or party identified as the Client is responsible for the payment of our fees and costs. Statements for services are payable in full on receipt. Any statement not paid by the end of the month following the date of the statement may bear interest, at our option, from the date of the statement until the date paid at the rate of 1.5% per month.

If payment is delinquent we may suspend work on the matter, or withdraw from representation. Notwithstanding, upon termination of our services, for any reason, all fees and costs will be immediately due and payable, and will bear interest at the highest lawful rate until paid.

In the event you terminate our services, or we withdraw as your attorney, you agree to pay our attorney fees and costs incurred after termination for (i) work relating to the transition of the file; (ii) responding to Court orders, responding to pending discovery or otherwise incurred subsequent to the termination, but prior to the issuance of a Court order relieving the firm from further responsibility; or (iii) reproduction or transfer of your files. We may require you to deposit an advance for costs and fees anticipated to be incurred relating to termination.

You agree that we have a charging lien, to assure payment of our fees costs and interest, against any recovery, and against your interest in any real or personal property relating to the Matter, including homestead property if applicable. You agree that we have a retaining lien, to assure payment of our fees costs and interest, on all documents, evidence, exhibits, reports and materials in our possession or control. You agree that any charging liens or retaining liens are assignable by us.

We sometimes offer discounts, waive interest accrual, write down time, and waive charges for professional fees and costs as a courtesy to the Client. In the event; however, we are not timely paid and resort to collection activity on your account, you agree to pay the full amount owed calculated without the benefit of any such discounts or waivers.

6. Resolving Disputes. We strive to exceed your expectations in all respects. If during the course of our representation you have any concerns, please let us know right away so we can timely address the situation. Most concerns are resolved simply through open discussion. If you discover any errors in a billing statement, please advise us in writing within 30 days of receipt. We will then review your account and make any necessary adjustments. Absent written objection from you delivered within said 30 days, all bills and invoices will be deemed final and not subject to challenge by you.

If any disputes arise between us regarding, the Matter, our services, our fees and costs, or otherwise arising out of our relationship with you (whether or not related to the Matter), then the procedures in this section will apply.

All disputes must first be submitted to mediation in Duval County, Florida. Any action filed prior to completion of mediation will be subject to dismissal. The mediator shall be selected by mutual agreement. If we cannot agree upon the mediator then we will submit a list of at least three mediators certified by the Florida Supreme Court and you will select one of the mediators on the list. If you do not make a selection within 5 days after we send you the list, then our firm will select a mediator from the list. Mediation fees and costs will be split equally.

If mediation does not resolve the dispute, then the dispute will be resolved by a Judge serving in County Court or Circuit Court of Duval County, Florida regardless of where this Agreement is executed or the services are performed. This firm, the Client, and if applicable, the Financially Responsible Party, waive the right to a trial by jury in any dispute arising under this Agreement or relating in any way to the services performed by us. If you do not understand the terms of this retainer letter, you may wish to consult an independent lawyer.

7. Completion of Services. When the above services have been completed, or our representation in the matter is otherwise terminated, then unless we are performing other services, you understand that at such time we will no longer be considered your attorney. Although we often retain files for a longer period, you give us permission to destroy any documents, or other items in our possession, without notice, six months after completion of services, or termination of our representation. This permission applies to documents we

prepared, and to documents and items furnished to us by you or others. You may request, at any time, copies of any documents which we may have elected at our discretion to retain, for reasonable reproduction and delivery charges. We may condition delivery of documents and items to you upon receipt in advance of all sums due us and prepayment of any copy, printing and delivery charges.

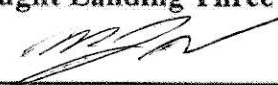
We appreciate your confidence in our firm, and look forward to working with you to resolve the Matter to your satisfaction. Please sign the extra copy of this letter and return to us by fax at 904.254.4409 or email to accounting@ansbacher.net along with the executed resolution authorizing engagement of our firm. Upon receipt we will begin work on your behalf.

Sincerely yours,



Barry B. Ansbacher
Board Certified Real Estate Attorney
Board Certified Construction Attorney

Approved by:
Ridaught Landing Three Association, Inc.

By: 

Michael Maloney, President