

IN THE ~~CIRCUIT~~ ^{15th} COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT
IN AN FOR SEMINOLE COUNTY, FLORIDA

WINAING HOLLOW HOMEOWNER'S
ASSOCIATION, INC,
Petitioner.

Case # 2018 CC 2757

VS.

KENNETH W. SPALTHOFF,
Respondant.

MEDIATOR'S REPORT

Pursuant to the Court's Order/ Notice Of Mediation, a mediation conference was conducted by mediator C. Jeffery Arnold, an attorney licenced in the state of Florida on WEDNESDAY, the 16 day of SEPTEMBER 2020.

The following were physically present at the Mediation Conference:
Petitioner: JAMES RODE, PRESIDENT

Petitioner's Attorney: DARON CHASE

Respondant: KENNETH W. SPALTHOFF

Respondant's Attorney: KEVIN CANNON

Other: JOHN N. WHITTAKER, NANCY DZAMBA
JESSICA WRIGHT, DR. LEE ROSS (phone), DIANA ARMSTRONG (phone)
AND SHANNON LOCKLEAR (phone)

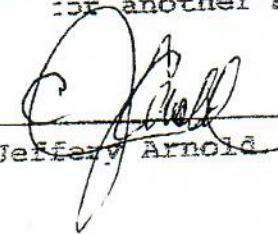
The result of the Mediation Conference was as follows:

☒ The parties reached an agreement: Partial ☒ Full

The agreement was reduced to writing and signed by the parties. ATTACHED AS EXHIBIT 'A'

☐ There was no agreement

☐ The mediation was continued at the request of the parties for another session


C. Jeffery Arnold, Mediator

SEPTEMBER 16, 2020
Date

In the Circuit Court of the Eighteenth Judicial Circuit

In and for Seminole County, Florida

Case No.: 2018-CC-2757

Winding Hollow Homeowners'

Association, Inc.

Plaintiff,

v.

Kenneth W. Spalthoff,

Defendant.

_____ /

Mediated Settlement Agreement

This Mediated Settlement Agreement (the "Agreement") is entered into on this 16th day of September, 2020, by and between Winding Hollow Homeowners' Association, Inc. ("Plaintiff") and Kenneth W. Spalthoff ("Defendant").

For the mutual covenants contained herein, the parties agree as follows:

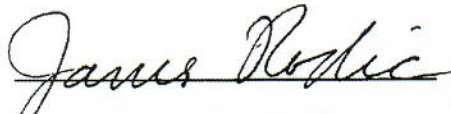
1. After extensive investigation and discovery in this case, the parties have mutually decided that it is in the best interest of all involved for the court to dismiss this case with prejudice with each party bearing his, her or its own attorney's fees and costs. The parties agree that it is time to conclude this litigation.
2. On or before November 16, 2020, Defendant shall pay Plaintiff the sum of \$3,025.00 made payable to Damon Chase Trust Account for reimbursement of mediation and court related costs.

EXHIBIT 'A'

3. The parties agree not to directly or indirectly disparage each other in any way. Disparagement being defined as any act or statement, written or oral, about the other party which a reasonable person would interpret as casting the subject of the act or statement in a negative light. For purposes of this clause, Plaintiff is defined as the HOA, the HOA Board, including James Rodic, John Whittaker, Shannon Locklear, Dr. Deanna Armstrong, Jessica Wright, Nancy Dzamba and Dr. Lee Ross. In the event of any breach of this clause the parties agree that the amount of damages would be difficult to ascertain and therefore agree that the non-breaching party shall be entitled to recover from the breaching party liquidated damages in the amount of \$500.00 per disparaging act or statement, along with reasonable attorney's fees and costs to enforce same.

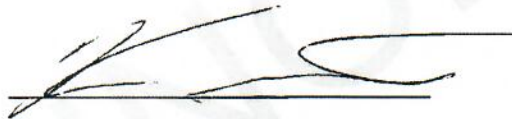
4. The parties agree to mutually release each other from any and all claims, whether known or unknown, from the beginning of time through the date of this Agreement.

5. In the event of any litigation arising from this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs, both at trial and on appeal. The exclusive venue for any such action shall be in the state courts of Seminole County, Florida.



James Rodic, as President of

Winding Hollow Homeowners' Association, Inc.



Kenneth W. Spalthoff

IN THE COUNTY COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR SEMINOLE COUNTY, FLORIDA

WINDING HOLLOW HOMEOWNERS'
ASSOCIATION, INC., a Florida
corporation not-for-profit,

Plaintiff,

Case No.: 2018-CC-002757-20-S

v.

KENNETH W. SPALTHOFF

Defendant.

VERIFIED COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff, WINDING HOLLOW HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, by and through its undersigned attorney, sues Defendant, KENNETH W. SPALTHOFF, and states:

COMMON ALLEGATIONS

1. Winding Hollow Homeowners' Association, Inc., (hereinafter referred to as the "ASSOCIATION") is a Florida corporation not-for-profit organized and operating pursuant to Florida Statutes, and is the entity responsible for the operation, maintenance, and administration of the subdivision known as WINDING HOLLOW which is located in Winter Springs, Seminole County, Florida.

2. Defendant, KENNETH W. SPALTHOFF, (hereinafter referred to as "DEFENDANT") is a resident of Seminole County, Florida and is the fee simple owner of real property located at 1106 Shadowbrook Trail, Winter Springs, Seminole County, Florida.

3. This is an action for damages which do not exceed \$15,000.00, exclusive of costs, interest, and attorney fees and the ASSOCIATION reserves the right to plead for punitive damages.

4. In accordance with Chapter 720 of the Florida Statutes, ASSOCIATION is operated pursuant to its "Governing Documents" as that term is defined in Section 720.301(8), Fla. Stat., including but not limited to the By-Laws of Winding Hollow Homeowners' Association, Inc. (hereinafter referred to as the "BY-LAWS").

5. DEFENDANT served as a member of ASSOCIATION's board of directors from 2011 through approximately 2017, during which time he also served as the ASSOCIATION's landscaping committee chairman.

6. As chairman, DEFENDANT operated the landscaping and maintenance committee without oversight, and often acted and directed projects without the knowledge of other board members and set up a scheme to intentionally receive kickbacks through fraudulent invoicing of services. DEFENDANT intentionally and maliciously falsified invoices regarding work that was not done, inflated the cost of services, and had money kicked back to him through excessive overbilling all in violation of Florida Statutes.

7. DEFENDANT knew that his actions were in violation of both the Florida Statutes and BY-LAWS, specifically Chapter 720, Fla. Stat:

a. Section 720.303(1), Fla. Stat., provides in pertinent part:

The officers and directors of an association have a fiduciary relationship to the members who are served by the association.

b. Section 720.303(12), Fla. Stat., states in pertinent part:

(12) COMPENSATION PROHIBITED. A director, officer, or committee member of the association may not directly

receive any salary or compensation from the association for the performance of duties as a director, officer, or committee member and may not in any other way benefit financially from service to the association

- c. Section 720.3033(3), Fla. Stat., states in pertinent part:

(3) An officer, director, or manager may not solicit, offer to accept, or accept any good or service of value for which consideration has not been provided for his or her benefit or for the benefit of a member of his or her immediate family from any person providing or proposing to provide goods or services to the association. If the board finds that an officer or director has violated this subsection, the board shall immediately remove the officer or director from office. The vacancy shall be filled according to law until the end of the director's term of office (Emphasis supplied)

- d. Section 720.305(1), Fla. Stat., states in relevant part:

(1) Each member and the member's tenants, guests, and invitees, and each association, are governed by, and must comply with, this chapter, the governing documents of the community, and the rules of the association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the association or by any member against:

.....

(b) A member;

(c) Any director or officer of an association who willfully and knowingly fails to comply with these provisions; and

.....

The prevailing party in any such litigation is entitled to recover reasonable attorney fees and costs (Emphasis supplied).

- e. Article IV, Section 4 of the BYLAWS states in pertinent part:

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his

duties, to the extent such expenses are reasonable and necessary. (Emphasis supplied)

8. In **February 2013**, the ASSOCIATION contracted with a landscaping company, Florida Land Experts, Inc. (hereinafter referred to as "FLE") to perform maintenance and minor repairs around the subdivision. In addition to the contract for maintenance, there was a fund to cover maintenance items that were not set forth in the contract with FLE. It is from this fund that DEFENDANT defrauded the ASSOCIATION.

9. DEFENDANT would approve, without any board knowledge, special projects, then dictate to FLE a price to invoice the ASSOCIATION and an amount to be "kicked back" to DEFENDANT.

10. FLE would submit an invoice for the extra services direct to DEFENDANT for approval and then the invoice was forwarded to the ASSOCIATION's management company for payment. Upon receipt of the payment, FLE would turn over to DEFENDANT the money demanded by DEFENDANT.

11. This conduct continued for a couple of years, most of the directions to undertake special projects being verbal or by text message, and payment by FLE was paid to DEFENDANT in cash. The ASSOCIATION was damaged in the amount of \$1,750.00, plus what is determined after an accounting.

12. DEFENDANT's scheme worked over a period of time with FLE paying DEFENDANT small amounts of money ranging from \$25.00 to \$500.00. Examples of fraudulent billing and kickbacks demanded by DEFENDANT are:

- a. See email dated July 3, 2014, wherein DEFENDANT directed FLE to remove a sunken boat and **"charge the HOA \$200.00. Throw me \$50 when you get paid."** Additionally, there was an extra mulch job in which DEFENDANT

directed FLE to **"charge the Hoa \$600 and throw me \$100.00."** A true and correct copy of the July 3, 2014 email is attached hereto as Exhibit "A".

- b. See email dated October 1, 2015, DEFENDANT directed FLE to invoice the ASSOCIATION \$1,393.52, **"Of this: \$293.52 is yours to pay any taxes."** and **"I'll need my \$1,100.00 asap"**. A true and correct copy of the October 1, 2015 email is attached hereto as Exhibit "B".
- c. See email dated December 12, 2015, which involved some electrical work, FLE submitted its invoice and DEFENDANT advised that he believed **"there's a couple hundred there. You need to bill for that. An actual electrician would have cost us 3-4 hundred."** This is a violation of Section 701.303, Fla. Stat. and a clear breach of DEFENDANT's fiduciary duty to the ASSOCIATION. A true and correct copy of the December 12, 2015 email is attached hereto as Exhibit "C".
- d. See email dated December 1, 2015, DEFENDANT advised FLE that there was a budget surplus of \$2,900.00 it was a **"use it or lose it"** budget thing. DEFENDANT provided FLE with a list of ten priority items that he wanted addressed within twenty days. FLE completed the list, submitted the invoice in the amount of \$2,900.00 and upon payment, paid \$500.00 to DEFENDANT. A true and correct copy of the December 1, 2015 email is attached hereto as Exhibit "D" and a true and correct copy of the check is attached hereto as Exhibit "E".
- e. The fraudulent conduct in accepting kickbacks became a common practice, however, when DEFENDANT asked FLE to assist with a lawn party for a homeowner meeting, he noted **"I want nothing in return. (There's a first**

huh!?!)". This acknowledges a continuing fraudulent scheme. A true and correct copy of the May 22, 2015 email is attached hereto as Exhibit "F".

13. On May 10, 2018, and again on July 27, 2018, the ASSOCIATION made written demand on DEFENDANT for the return of ASSOCIATION funds. DEFENDANT has failed or refused to comply with said demand and ASSOCIATION now brings this cause of action.

14. The claims and causes of actions alleged herein are not "disputes" subject to the mandatory presuit mediation requirements of Section 720.311, Fla. Stat.

15. The ASSOCIATION complied with all conditions precedent to bringing this action and pursuant to the BY-LAWS and Section 720.305 (1), Fla. Stat., the ASSOCIATION is entitled to collect its attorney's fees and costs in a legal proceeding in which the ASSOCIATION is the prevailing party and in which it is enforcing Florida Statutes.

16. ASSOCIATION has retained the law firm of MICHAEL D. JONES & ASSOCIATES, P.A., to prosecute this action and has agreed to pay a reasonable attorney fee for legal services rendered. The ASSOCIATION is entitled to recover its fees and costs against DEFENDANT pursuant to the BY-LAWS and Chapter 720, Fla. Stat.

COUNT I
(Accounting)

17. ASSOCIATION realleges and incorporates the Common Allegations set forth in paragraphs 1 through 16 by reference thereto as if set forth in their entirety herein.

18. As a result of the allegations recited herein, DEFENDANT has received money from the ASSOCIATION in the form of kickbacks and cash payments over a significant period of time all in violation of Chapter 720, Fla. Stat., as noted above.

19. The amount of money due from DEFENDANT to ASSOCIATION is unknown by virtue of the secrecy of the scam and cannot be ascertained without an accounting of the receipts and disbursements paid to DEFENDANT.

20. ASSOCIATION demanded an accounting of the of kickbacks and cash payments to DEFENDANT and DEFENDANT failed and refused, and continues to fail and refuse, to render such an accounting and to pay said sum to ASSOCIATION.

WHEREFORE, ASSOCIATION requests that the court order an accounting between ASSOCIATION and DEFENDANT; enter an order or judgment for the amount found to be due from DEFENDANT to ASSOCIATION as a result of the accounting, including interest to the date of the judgment; grant to the ASSOCIATION such other and further relief as the court deems just and proper; and further award to the ASSOCIATION its reasonable attorney fees and costs incurred in bringing this action.

COUNT II
(Fraud)

21. ASSOCIATION realleges and incorporates the Common Allegations of paragraphs 1 through 16 by reference thereto as if set forth in their entirety herein.

22. Beginning in 2014 and continuing through 2017, DEFENDANT entered into and conducted a pattern of criminal activity in violation of Section 817.15, Fla. Stat., by making false entries to be made in the books and records of ASSOCIATION with the obvious intent to defraud ASSOCIATION. (See Exhibit "A").

23. DEFENDANT instructed FLE to falsify billing statements for services rendered by FLE to ASSOCIATION, and then remit a portion of the billing to DEFENDANT.

24. As a board member and director of the landscaping committee, DEFENDANT was in a position to approve the billing statements from the vendors without further approval of ASSOCIATION or the remaining board members.

25. The false invoices were presented to ASSOCIATION and approved by DEFENDANT in the ordinary course of ASSOCIATION's business.

WHEREFORE, ASSOCIATION demands judgment against DEFENDANT and requests the court enter an order or judgment for the amount found to be due from DEFENDANT to ASSOCIATION, including interest from the date of judgment; grant to the ASSOCIATION such other and further relief as the court deems just and proper; and further award to the ASSOCIATION its reasonable attorney fees and costs incurred in bringing this action.

COUNT III
(Theft)

26. ASSOCIATION realleges and incorporates the Common Allegations of paragraphs 1 through 16 by reference thereto as if set forth in their entirety herein.

27. DEFENDANT knowingly and maliciously obtained and used the money of ASSOCIATION with the intent to permanently deprive ASSOCIATION of the right to the money and to appropriate the money to DEFENDANT's own use in violation of Section 812.04(1), Fla. Stat.

28. As a result, ASSOCIATION has been damaged because of the DEFENDANT's violation of Section 812.04(1), Fla. Stat., and has lost in excess of \$2,500.00 plus interest from the date each part of the amount was paid to DEFENDANT.

WHEREFORE, ASSOCIATION demands judgment against DEFENDANT and requests the court enter an order or judgment for the amount found to be due from DEFENDANT to ASSOCIATION, including interest to the date of the judgment; grant to the ASSOCIATION

such other and further relief as the court deems just and proper; and further award to the ASSOCIATION its reasonable attorney fees and costs incurred in bringing this action.

COUNT IV
(Conversion)

29. ASSOCIATION realleges and incorporates the Common Allegations of paragraphs 1 through 16 by reference thereto as if set forth in their entirety herein.

30. Between 2014 and 2017, by virtue of a fraudulent billing scheme, DEFENDANT converted ASSOCIATION's property to his own use which is a wrongful assertion over ASSOCIATION's property inconsistent with DEFENDANT's position as a board member and director of the landscaping committee, and without the ASSOCIATION board's consent or knowledge and without legal justification, all in violation of the BY-LAWS and Chapter 720, Fla. Stat.

WHEREFORE, ASSOCIATION demands judgment against DEFENDANT and requests the court enter an order or judgment for the amount found to be due from DEFENDANT to ASSOCIATION, including interest to the date of the judgment; grant to the ASSOCIATION such other and further relief as the court deems just and proper; and further award to the ASSOCIATION its reasonable attorney fees and costs incurred in bringing this action.

COUNT V
(Constructive Trust)

31. ASSOCIATION realleges and incorporates the Common Allegations of paragraphs 1 through 22 by reference thereto as if set forth in their entirety herein.

32. DEFENDANT by virtue of Section 720.301(1), Fla. Stat., and BY-LAWS of the ASSOCIATION, had a fiduciary duty to act in the best interest of the ASSOCIATION in accepting money from a vendor. DEFENDANT approved the amount of the invoices and

received a portion of the money paid pursuant to that invoice and kept it for his own personal benefit. DEFENDANT violated his fiduciary duty and therefore holds all funds collected in a constructive trust for the ASSOCIATION. (Section 720.303 and 720.305, Fla. Stat.)

WHEREFORE, ASSOCIATION demands judgment against DEFENDANT and requests the court enter an order or judgment for the amount found to be due from DEFENDANT to ASSOCIATION, including interest to the date of the judgment; grant to the ASSOCIATION such other and further relief as the court deems just and proper; and further award to the ASSOCIATION its reasonable attorney fees and costs incurred in bringing this action.

DEMAND FOR JURY TRIAL

Plaintiff demands jury trial by all of issues so triable.

VERIFICATION

8-17-18
Date

James Rodic
James Rodic, President
Winding Hollow Homeowners' Association, Inc.

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, personally appeared James Rodic, as President of Winding Hollow Homeowners' Association, Inc., who being by me first duly sworn, swears and affirms that he has read and executed the foregoing Verified Complaint and affirmatively states that the contents thereof are true and correct.

SWORN TO AND SUBSCRIBED before me this 17th day of August, 2018.

Stephanie Casco
Notary Public, State of Florida
My Commission Expires:

☒ personally known
☒ produced identification: FL DL



Dated: August 17, 2018

Respectfully Submitted,

/S Michael D. Jones

Michael D. Jones, Esquire

Florida Bar No. 137608

MICHAEL D JONES & ASSOCIATES, PA

777 Mardun Lane

Winter Springs, Florida 32708

Telephone: 407/359-9914

Facsimile: 407/359-9934

Email: mike@mdj1944.com_and

office.mdj12444@gmail.com

Attorney for Plaintiff

Fwd: Winding Hollow HOA Web Site Form - Address The Board

file:///Z:/PLW-Data/CLIENTS/Winding Hollow.h/Assoc/Deman...

201760001307

20172421357

Subject: Fwd: Winding Hollow HOA Web Site Form - Address The Board
From: James Rodic <rodic.ja@gmail.com>
Date: 8/16/2017 10:20 AM
To: Paul Wean <plwean@wmlo.com>

----- Forwarded message -----

From: Justin Herring <flandexperts@gmail.com>
Date: Tue, Aug 15, 2017 at 9:11 PM
Subject: Fwd: Winding Hollow HOA Web Site Form - Address The Board
To: rodic.ja@gmail.com

Begin forwarded message:

From: Ken Spalthoff <ken42900@gmail.com>
Subject: Fwd: Winding Hollow HOA Web Site Form - Address The Board
Date: July 3, 2014 at 11:50:37 PM EDT
To: Justin Herring <tripleilawn@gmail.com>, flandexperts@gmail.com

Flowers look great Justin.
I have an odd request here. (Next week)
See the email to the board below from a home owner ...
A high school project boat has been drifting around half sunk in the pond off timberwilde.

It's now been pulled up onto the grass embankment.
It needs to "go away". Maybe to the dump or to Scott's house late one night.
Maybe your bobcat can be of use.

Make it happen and charge the HOA \$200
Throw me \$50 when you get paid.

The mulch: charge the Hoa \$600
and throw me \$100.
It looks great BTW. Good call on that.

The Hoa president Nancy said "I'm an original owner and the neighborhood has NEVER
looked this great!" She said that today!

I highly encourage you to promote your services in WH and say out right that you are the
company doing all the common grounds.
One flyer and I bet you get 5 new accounts immediately.



Fwd: Please send this in today to VISTA: ***VERY IMPORTANT***

201760051307
2017 2421357

Subject: Fwd: Please send this in today to VISTA: ***VERY IMPORTANT***
From: James Rodic <rodic.ja@gmail.com>
Date: 8/16/2017 10:26 AM
To: Paul Wean <plwean@wmlo.com>

----- Forwarded message -----

From: Justin Herring <flandexperts@gmail.com>
Date: Tue, Aug 15, 2017 at 9:11 PM
Subject: Fwd: Please send this in today to VISTA: ***VERY IMPORTANT***
To: rodic.ja@gmail.com

Begin forwarded message:

From: Ken Spalthoff <ken42900@gmail.com>
Subject: Please send this in today to VISTA: ***VERY IMPORTANT***
Date: October 1, 2015 at 10:16:38 AM EDT
To: Justin Herring <flandexperts@gmail.com>

Please send this in today to VISTA: ***VERY IMPORTANT***

Projects: Approved by Ken Spalthoff

- Winding Hollow Road Sign Adjustments: Straightening 14 street signs: LOCTITE Used : \$420.00 (14 x \$35 each)
- Autumn Banner Flags Installed and former flagged cleaned and stored: \$150 = (6) \$25 per pole
- Sign Pole Refurbishing: Black high-gloss aluminum Paint Purchase \$81.00
- Sign Pole Sanding supplies and painters Tape: \$27.52.
- Sign Poles Refurbished Throughout Winding Hollow: (22) \$48.50 per pole: \$715.00

Grand total of invoice: \$1,393.52

Of this : \$293.52 is yours to pay any taxes.

Please submit today asap.

You may also submit along with this the electrician fee to fix the sprinkler system and materials and the spraying of the dry ponds.



Fwd: Please send this in today to VISTA: ***VERY IMPORTANT***

201760001307

20172421357

I'll need my \$1100 asap.

Today is the 1st so if you submit it today (this morning) it may get cut today.

All the best!

Ken Spalthoff

Cell: 407-340-6379

Ken42900@gmail.com

"The bitterness of poor quality remains long after the sweetness of a low bid is forgotten"

Fwd: Invoice from Florida Land Experts's Company

file:///Z:/PLW-Data/CLIENTS/Winding Hollow.h/Assoc/Deman...

201760001307

20172421357

Subject: Fwd: Invoice from Florida Land Experts's Company
From: James Rodic <rodic.ja@gmail.com>
Date: 8/16/2017 1:41 PM
To: Paul Wean <plwean@wmlo.com>

----- Forwarded message -----

From: Justin Herring <flandexperts@gmail.com>
Date: Wed, Aug 16, 2017 at 1:00 PM
Subject: Fwd: Invoice from Florida Land Experts's Company
To: rodic.ja@gmail.com

Sent from my iPhone

Begin forwarded message:

From: Ken Spalthoff <ken42900@gmail.com>
Date: December 12, 2015 at 10:14:42 PM EST
To: Justin Herring <flandexperts@gmail.com>
Subject: Re: Invoice from Florida Land Experts's Company

Hey,

After taking a second look at this invoice...

The electrical work on the landscape lights and new electrical box setup and your time...

I have to believe there's a couple hundred there. You need to bill for that. An actual electrician would have cost us 3-4 hundred.

If you'd like to revise the invoice to include that I'll be happy to approved it again as a revision.

Ken

All the best!

Ken Spalthoff
Cell: 407-340-6379
Ken42900@gmail.com

"The bitterness of poor quality remains long after the sweetness of a low bid is forgotten"



201760001307

about:blank

20172421357

----- Forwarded message -----

From: Justin Herring <filandexperts@gmail.com>

Date: Wed, Aug 16, 2017 at 1:01 PM

Subject: Fwd: Winding Hollow NEW December Punch List:

To: rodic.ja@gmail.com

Sent from my iPhone

Begin forwarded message:

From: Ken Spalthoff <ken42900@gmail.com>

Date: December 1, 2015 at 8:50:01 AM EST

To: Justin Herring <filandexperts@gmail.com>, Justin Herring
<triplelawn@gmail.com>

Subject: Winding Hollow NEW December Punch List:

Justin,

Here's your easy Dec/ Winter Punch List: I want all this done before December 21th. I want the WH Hood to be at it's best for the Holiday's and the huge amount of visitors the homeowners get. I want this place to be top notch and presentable for Christmas.

Please know that the hood looks great! No-one is complaining but with \$2900 is surplus within the budget I want to use it all to fix and repair during this slow month.
It's a "Use it or lose it" budget thing.

Top Priority Items I want done before December 21st: (3 Weeks Given)

- The landscape lights at the entrances west-side are still out. Please fix asap. They have been out for 3 weeks now.
- Once again the third wall's lights are out. The GFI outlet clearly is not holding the power since every time we reset the outlet it pops again. Please replace it and bill the HOA accordingly.
- Please mulch around all the new entrance Poinsettia plants. Please spread the mulch around them and within the planter to avoid the ugly weeds we get so quickly.
- This Winter I want all the broken plastic boxes for sprinkler, valves, meters, and any thing else we have them for, 100% replaced. They pose a danger to people and mowers.
- Sidewalks: I noticed large sections of sidewalks were not power washed during



20176001307
20172421357

about:blank

our recent servicing? Please make that correction happen asap. (Around the 3rd wall area.)

- Street curbs power-washed seems to have never happened. Why? We paid an additional \$200. If the contractor thought we meant the landscaping curbing then why wasn't that even done? Since these services have already been compensated for I would expect them done at top priority and asap.
- Please spray chlorine on the bricks throughout the walls on the areas with mold and algae. There are about 7-8 small areas from the third wall to the end of WH Blvd that need sprayed. Please bill the HOA accordingly.
- Trash: This being your "Hallmark" property I'd like to see a lot less garbage in the edge of the woods along WH Blvd woods and woods along back south side of Winding Chase Blvd all the way to the park. Get your guys in there and clean out all that trash that has accumulated. I walked to D&D this Saturday and even my kids commented on the trash in the form of Signs, cans, bottles, etc. Please clean it up and bill for the hours accordingly.
- Low hanging Trees under 6ft along the sidewalks. Only in our Common areas...please trim up, so I don't get my hair messed up and get smacked in the face by branches while walking & texting, (LOL) the couple of areas and bill accordingly the HOA.
- Directly a crossed the street from dog sign of the WH Park...There is a 15' tall 10' wide vine dome hanging over the grass area. Trim that monster back to be even with the woods edge. Bill accordingly the HOA.

That is all for December. Call me about costs so I know is all.

BTW: Congrats on the wedding buddy! Jessica is a lucky girl!!!

All the best!

Ken Spalthoff
Cell: 407-340-6379
Ken42900@gmail.com

"The bitterness of poor quality remains long after the sweetness of a low bid is forgotten"

Fwd: Idea to consider..

2017 6 000 1307
2017 2421357

Subject: Fwd: Idea to consider..
From: James Rodic <rodic.ja@gmail.com>
Date: 8/16/2017 1:36 PM
To: Paul Wean <plwean@wmlo.com>

----- Forwarded message -----
From: Justin Herring <flandexperts@gmail.com>
Date: Wed, Aug 16, 2017 at 1:10 PM
Subject: Fwd: Idea to consider..
To: rodic.ja@gmail.com

Sent from my iPhone

Begin forwarded message:

From: Ken Spalthoff <ken42900@gmail.com>
Date: May 22, 2015 at 8:55:26 AM EDT
To: Justin Herring <flandexperts@gmail.com>
Subject: Idea to consider..

I'm having a movie night on my front lawn tomorrow night. Usually 20-30 homeowners show up and total of 50-65 people total with their kids in tow.
If you're present and work the parents/ crowd and hand out business cards you might land a couple or more new properties in WH. I'll even say you sponsored the event for the kids!!!

I want nothing in return. (There's a first huh!?)

All the best!

Ken Spalthoff
Cell: 407-340-6379
Ken42900@gmail.com

"The bitterness of poor quality remains long after the sweetness of a low bid is forgotten"



FLORIDA LAND EXPERTS LLC

P.O. BOX 620915
OVIEDO, FL 32762
407-590-0414

6958
68-751/631

DATE 12-17-16

PAY
TO THE
ORDER OF

Five Hundred Ken Spalkhoff

Wells Fargo

DOLLARS

\$ 500.00

FOR

Use this

⑈006958⑈

EXHIBIT

