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June 18th, 2008

VIA ELECTRONIC FILING

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

RE: EX PARTE PRESENTATION  
Exclusive Service Contracts for the Provision of Video Services in Multiple  
Dwelling Units and Other Real Estate Developments, MB Docket No. 07-5 1  
Further Notice of Proposal Rulemaking

Dear Ms. Dortch:

On June 18th, 2008 consumers from the State of Virginia and Florida met with Ms. Nancy Murphy, Mr. John W. Berresford , Mr. John Norton, Ms. Holly Saurer and Ms. Mary Beth Murphy from the Media Bureau. The purpose of this meeting was to provide consumer feedback on the business activities of our telecommunications providers, and how it pertain s to MB Docket No. 07-51.

Specifically, we provided the Media Bureau information regarding the unfair business practices of our telecommunications providers, their market manipulation and monopolization tactics, and the clear conflict of interests that exists through the management of contracts that obtain their services. Additionally, we discussed how bulk billing arrangements have enabled these providers to continue these practices unabated . We also provided copies of three contracts demonstrating the practices.

Based on our discussions, consumers from the State of Virginia and Florida are respectfully asking the commission to prohibit any type of bulk services, bulk billing, exclusive

bulk billing and exclusive marketing agreements. It is our belief that these types of agreements are attempts to bypass current telecommunications and antitrust laws'. Further, these corporations (MVPD, PCO, DBS or Special Purpose Entities) provide telecommunication services to a large number of customers using monopolies with prevailing or new service providers, under unregulated conditions, and with disregard to consumers' rights' .

It is our further opinion that bulk services or bulk billing agreements are more burdensome on consumers than exclusivity clauses alone because bulk billing agreements cover bulk services that typically includes cable, internet, alarm and telephone. These services are also provided at a premium price under the false pretense of getting a special price or a discount. Additionally, the creator of the special purpose entity profits from the discount and the customers end up paying standard market rates or worse. Bulk Services arrangements are also contrary to Congressional efforts to advance broadband technology in the United States. Through the administration of these bulk billing agreements, our telecommunications providers are able to eliminate competition and limit telecommunication advances for the communities affected. These providers simply do not have the infrastructure to keep up with technological advances or deliver comparable market offerings. The only effective means to improve our arrangements is through open competition markets with consumer and community protections. Any company, regardless of industry sector, that provides telecommunications or cable services, should be regulated. No citizen of the United States of America should have to review hundreds of pages of contracts or spend thousands of dollars to hire a lawyer to obtain or change telephone, cable or internet services.

Our discussion points were consistent with comments previously filed in this proceeding. A summary of topics of discussion were provided to Ms. Nancy Murphy, Mr. John W.

Berresford, Mr. John Norton, Ms. Holly Saurer and Ms. Mary Beth Murphy from the Media Bureau. A copy has also been provided here as an attachment and should be included in the record of this proceeding.

Sincerely,  
Zuriel Cabrera

A handwritten signature in black ink, appearing to read 'Zuriel Cabrera', written in a cursive style.

Cc: Dwayne F. Colli  
Brian Beahm  
Marilyn Castro

*FEDERAL COMMUNICATIONS COMMISSION*

47 CFR Part 76

MB Docket No. 07-51; FCC 07-189

Exclusive Service Contracts for the Provision of  
Video Services in Multiple Dwelling Units and  
Other Real Estate Developments

*Further Notice of Proposal Rulemaking*

Live Oak Preserve Tampa FL

Prepared by Zuriel Cabrera  
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20607 Whitewood Way  
Tampa, FL 33647

June 18<sup>th</sup>, 2008

Federal Communications Commission  
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FCC Representatives:

We are providing to the commissioners information regarding the unfair business practices of our telecommunications providers, their market manipulation and monopolization tactics, and the clear conflict of interests that exists through the management of contracts that obtain their services. Additionally, we discussed how bulk billing arrangements have enabled these providers to continue these practices unabated.

Consumers from the State of Florida are respectfully asking the commission to prohibit any type of bulk services, bulk billing, exclusive bulk billing and exclusive marketing agreements. It is our belief that these types of agreements are attempts to bypass current telecommunications and antitrust laws<sup>1</sup>. Further, these corporations (MVPD, PCO, DBS or Special Purpose Entities) provide telecommunication services to a large number of customers

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<sup>1</sup> U.S.C § 2, Monopolizing trade a felony; penalty  
[http://www.law.cornell.edu/uscode/15/uscode\\_sec\\_15\\_00000002---000-.html](http://www.law.cornell.edu/uscode/15/uscode_sec_15_00000002---000-.html)

using monopolies with prevailing or new service providers, under unregulated conditions, and with disregard to consumers' rights<sup>2</sup>.

It is our further opinion that bulk services or bulk billing agreements are more burdensome on consumers than exclusivity clauses alone because bulk billing agreements cover bulk services that typically includes cable, internet and telephone. These services are also provided at a premium price under the false pretense of getting a special price or a discount. Additionally, the creator of the special purpose entity profits from the discount and the customers end up paying standard market rates or worse<sup>3</sup>. Bulk Services arrangements are also contrary to Congressional efforts to advance broadband technology in the United States.

Through the administration of these bulk billing agreements, our telecommunications providers are able to eliminate competition and limit telecommunication advances for the communities affected. These providers simply do not have the infrastructure to keep up with technological advances or deliver comparable market offerings.

The only effective means to improve our arrangements is through open competition markets with consumer and community protections. Any company, regardless of industry sector, that provides telecommunications or cable services, should be regulated. No citizen of the United States of America should have to review hundreds of pages of contracts or spend thousands of dollars to hire a lawyer to obtain or change telephone, cable or internet services.

#### **Summary of the Contractual Agreement**

Consumers within the States of Virginia and Florida are currently being provided telecommunications services through contractual arrangements that limit competition, prevent technology refreshes, have pricing structures that do not represent market trends, and in some

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<sup>2</sup> 47 U.S.C. 151, Communication Act of 1934  
[http://www.law.cornell.edu/uscode/47/uscode/47\\_00000151---000-.htm](http://www.law.cornell.edu/uscode/47/uscode/47_00000151---000-.htm)

<sup>3</sup> Reply Comments City of Reedsburg Exhibit A Charter Communication Agreement  
[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6519862759](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519862759)

cases are administered by parties that are in a conflict of interest. The ability for these contractual situations to exist is born from exclusivity clauses coupled with bulk billing arrangements.

The following provides information regarding Live Oak Preserve specific arrangements and argues for the implementation of regulations that bans bulk services arrangements.

**Live Oak Preserve, FL**

**By Zuriel Cabrera**

Currently, we have a *Master Cable Service Agreement* between Transeastern Properties (Presently, Engle Homes) and Century Communication of FL. As reflected in this contractual agreement, service is to be provided to all homes built by Transeastern throughout the State of FL. The communities below have the same type of agreement, and also operate under entities listed below:

Entity Name	Entity Number
CENTURY CORAL LAKES, LLC	L03000028813
CENTURY CYPRESS LANDING, LLC	L03000016660
CENTURY FALCON PARC, LLC	L05000032009
CENTURY FALCON PINES, LLC	L06000054500
CENTURY HAMMOCKS, LLC	L05000006057
CENTURY INDEPENDENCE, LLC	L03000028812
CENTURY JONATHAN'S BAY, LLC	L05000006059
CENTURY JONATHAN'S COVE, LLC	L01000019677
CENTURY KENDALL POINTE, LLC	L05000006055
CENTURY LIVE OAK PRESERVE, LLC	L02000034543
CENTURY OLYMPIA POINTE, LLC	L05000006053
CENTURY SAVANNAH LANDINGS, LLC	L05000006458
CENTURY SAVANNAH PINES, LLC	L05000006534
CENTURY VERSAILLES, LLC	L01000019674
CENTURY VICTORIA GROVE, LLC	L01000019676
CENTURY VICTORIA PINES LANDINGS, LLC	L05000006067
CENTURY VIZCAYA, LLC	L05000006050

It is significant to note that Century Communications of FL INC., is also owned by one of the Transeastern Developer's brothers; Arthur Falcone. Mr. Robert Falcone, (developer) is also partial owner of Century Communications. This contract set up the Falcone Family with a good annuity. His signature can be found on the last pages of each contract as well as registered members of each company (<http://www.sunbiz.org>).

In our case, Century Communication Live Oak Preserve LLC "CCLOP" was created and entered into a contract with the Live Oak Preserve (LOP) Master HOA as referenced by paragraph 8 of the Transeastern Properties contract "Community Agreement." This contract was entered during the period of declarant control. I recently obtained, overcoming hurdles nonetheless, another contract identifying the three contractual arrangements. Like others across the nation, this contract binds all Live Oak Preserve (LOP) homeowners. The three entities are Century Communications of FL Inc, Century Live Oak Preserve LLC and Live Oak Preserve Association LLC. The developer owned entity was created to provide communication services to our community. This contract is for a term of up to 15 years. Century Live Oak Preserve, LLC, in turn, entered into a contract with Century Communications of FL for delivery of Cable, Internet, and Alarm Monitoring services. From 2003 to 2004 the developer of Live Oak Preserve was also the owner and operators of the communication service provider, which is currently Century Communications of FL, INC. On June 6, 2008, this contract was sold to Bright House Networks.

For the last three years, Century Communication LLC provided less than adequate services. During those years, residents tried several methods to get the services that were promised and not rendered to Live Oak Community. One of the attempts was a protest in front of their sales office. Please review press articles from the Tampa Tribune dated March 4, 2006, "Sky's The Limit For Residents Unhappy With Cable Service MANY ARE OPTING FOR SATELLITE DISH;" May 4, 2006, "Cable TV Relief May Be On Way, PROVIDER SEEKS TO MAKE CHANGES;" August 8, 2007, "Internet, TV Service Draw Complaints;" "New Tampa residents protest over services," St. Petersburg Times, Dated October 22, 2007..

[http://www.sptimes.com/2007/10/22/Hillsborough/New\\_Tampa\\_residents\\_p.shtml](http://www.sptimes.com/2007/10/22/Hillsborough/New_Tampa_residents_p.shtml)

There are also a myriad of emails from Mr. Bill McKissock, Century Communications Vice President/General Manager, addressed to residents of Live Oak Preserve regarding

service outages, future upgrades and Century's plan to rectify the problems. Copies of these will be provided in a separate packet for your perusal.

Century Communications contract was placed into effect before most homeowners moved in and during the period of declarant control. Additionally, this contract binds all homeowners to pay \$86.00 per month for Communications services as part of our homeowners' assessments. This fee was increased from \$68.00 in 2003. The current builder, Engle Homes, assigned several new members to the board of directors to the master homeowners association (HOA). The new members of the HOA, agreed to the sale of Century's contract. Yet again, this business deal demonstrates how Century Communications' former developer (Transeastern), has profited from hard working homeowners. Our new developer Engle Homes subsidiary of TOUSA INC, which is in bankruptcy reorganization agreed to the Estoppel Certificate, selling our contract to Bright House without the community's approval or input.

Although, homeowners have the ability to contract directly to other vendors for services, due to the bulk billing service agreements in our HOA managed contract, we are still required to pay our full \$86.00 monthly fee to the master homeowner association. The communication agreement has a clause of a 5% increase per year for the services provided by the agreement. As technology costs typically decrease each year, our contract sees a steady 5% increase. All homeowners under this contract are required to pay the communication assessments regardless of homeowners' intent to use the Basic Services. In addition, homeowners pay for the assessment of homes that are vacant or on foreclosure. This is particularly detrimental to Live Oak residents because out of 985 homes, we have 52 on foreclosure (We are not at full capacity of 1599 homes). This contract creates a financial burden on the HOA as the primary collector for the assessments of each unit and liable by the developer imposed contract to cover all the costs related to collection section 3.3 of the agreement. This also reduces the collection expenses of the

service provider, which in turn, the homeowners' inherit. In some cases, the HOA pays more than the provider who has the facilities and infrastructure to handle the collection.

There is very little incentive for other providers to invest in a community locked into a 15 years contract. Additionally, all prospective customers are bound to Century Communications, and most families cannot afford or simply would not pay twice for adequate services. Some residents are on a fixed income and this 5% yearly increase stipulated on the contract creates a hardship on these families. The aforementioned individuals should have the choice of not having to pay for cable/Internet services so they can use those funds for other necessities.

Due to the growing concerns from homeowners across the State of FL and the growing media attention on Century Communication, the company decided to sell their bulk service agreements to Comcast, Bright House and other local providers in an attempt to distance itself one last time before any ruling might take place.

Like others across the country, we the homeowners of Live Oak Preserve never receive an itemized bill from our association. Even when Century sends the HOA a bill every month, it contains no mention of service breakdown. This is in direct contradiction to the Cable Television Consumer Protection and Competition Act of 1992 Sec 14. Homeowners are inadequately informed of the details of the three contracts before and after closing. All they are given at closing is a form to agree to the HOA declaration which states we are paying for cable through our HOA dues. In our Declaration (Section 2.18), only one paragraph exists regarding Century's agreement. This is a deceptive practice.

After many months of research and documentation, one can conclude that these agreements cause more harm than good to the consumer. Most homeowners across the country are not aware of these practices. Unfortunately, Live Oak Preserve learned the hard way. I, therefore, urge the commission to please ban these agreements and protect the American consumers from exclusive marketing agreements or bulk services agreements.

Why the industry doesn't want the FCC to ban these agreements

The evidence on the docket shows how MVPD, PCO, DBS, Developers and their attorneys tried any means to justify bulk services agreements. They tried to convince the Federal Communication Commission not to ban these contracts, because we are supposedly getting a *discount or a special price*. What is the discount of an unwanted service? In our cases we have not seen a discount just an increase in prices combined with inferior service. The discount falls in the pockets of the companies that administer our contracts and guarantee exclusivity to our providers. We, as consumers, pay more without having the option to opt-out from services we don't need or are dissatisfied with.

The industry wants to preserve a very successful way to get around regulation and at the same time continued to close competition in the MDU ambiguity. It is not acceptable that any citizen should have to pay twice for telecommunication services just to obtain the services they want or to obtain quality services readily available elsewhere.

*The industry has tried the wiring or fiber to the home cost:* For new developments the argument that state of art fiber to the home cannot be attained without exclusivity or bulk services arrangements.

The cost of fiber to the home is about \$3K per home<sup>4</sup>. If you are buying a \$300K home that would be about 1% of the price of the home. Installing a central air conditioning unit on a house cost \$3,500.00 or more yet, developers seem to be able to put an air conditioner unit with no exclusive or bulk services arrangements to recuperate cost.

Developers are expected to build and deliver buildings with the entire infrastructure in place i.e. electrical wiring, plumbing system, natural gas and communications, without any expectation of receiving any special long term compensation, outside the profit per unit built.

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<sup>4</sup> The Challenges Associated with a Successful FTTH Deployment, Whitman, Corning Cable System Broadband Properties Article, Sept.2007  
[http://www.broadbandproperties.com/2007issues/september07/whitman\\_sep.pdf](http://www.broadbandproperties.com/2007issues/september07/whitman_sep.pdf)

Further, it is expected that any company pay for the cost of infrastructure required for delivery of those services. Consumers will reciprocate that cost by subscribing to those services. The service provider will recuperate the cost by providing good service and by earning consumers for 5 years without a long term contract. This makes the argument of the wiring cost as the justification of bulk services agreement absurd. This same infrastructure is placed without additional contractual restriction on single homes and is already proved that MDU pay more in bulk services agreements than single family homeowners.. If a service provider want to make profit it is widely expected they consider the risk and the cost of doing business within their business models.

*The industry has tried "there is not enough evidence in the docket":* They claim that we represent a small number of these communities.

The consumer comments on this docket are just the tip of the iceberg. Regular citizens simply don't know the FCC have a mechanism in place to file comments. Middle income citizens are busy trying to make a living in this economy. People are not writing because they don't understand the legal complexities of an exclusive marketing or bulk services agreement. They also don't understand or have not seen the 3 contracts that typically bind them; the contract between the homeowner and the HOA, the contract between the HOA and the special purpose entity, the contract between the special purpose entity and the provider or providers of video, internet and telephone service. They also don't understand the large number of state, federal and real estate laws involved in bulk services agreements and how these agreements are barely legal. They don't understand who is making money and how much they are making, since the money trail is hidden, two layers removed from the homeowner. In many incidences the homeowner was not made aware through disclosures at closing time; what services he will be receiving i.e.: how many channels, internet speed and costs of extra services. In contrast, this information is always provided when homeowner sign for services directly with providers.

*The Tip of the Iceberg is 25,000+ MDUs with comments against bulk services*

*City of Weston, FL* The cable contract provides services to a 14,639 single family and 368 multi family residential homes. For a total of 15,007 units

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6519839709](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519839709)

*Pelican Preserve Ft. Myers, FL* 2,700 units upon completion

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6519840820](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519840820)

*Live Oaks Preserve Tampa, FL* 1599 units upon completion--100 units in the foreclosure list.

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6520010167](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6520010167)

*Southern Walk, VA* 933 units

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6520009031](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6520009031)

*Villa Velletri in Marina Del Rey, CA*, 231 unit condo complex

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6520013303](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6520013303)

*Ponderosa Apartments Camarillo, CA* 40 unit

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6519553153](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519553153)

*Gateway Golf and Country Club Fort Myers, FL* 1100 units

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6520003934](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6520003934)

*Stoney Brook at Gateway, Fort Myers, FL* 788 units with 50 units in foreclosure. With 153 units that have not paid their first half 2008 assessment, about 100 units that are at least over a year in arrears.

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6519842323](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519842323)

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6520013328](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6520013328)

*Cypress Landing, Fort Myers, FL* 699 units

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6519872431](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519872431)

*The Plaza Midtown, Atlanta, GA* 418 units

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6519820017](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519820017)

Vizcaya Condominium Association of Bradenton, FL 256 units

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6519838683](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519838683)

Venetia, Venice, Florida 643 units upon completion

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6519822183](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519822183)

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6519822184](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519822184)

Lexington Virginia Beach, VA 410 units upon completion

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6520009341](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6520009341)

Ballantrae Land O' Lakes, FL 969 units with 70 homes in pre-foreclosure or in foreclosure.

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6520029479](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6520029479)

The Hammocks Tampa, FL 500 units

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6519817107](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519817107)

Bridgewater Wesley Chapel, FL 130 units

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6519840073](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519840073)

Subdivision Bradenton, FL 92 Homes

[http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6519839530](http://fjallfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519839530)

Isola Bella Homes in Lake Worth FL 340 units with a long term contract with Adelphia, now Comcast .With 15 homes in foreclosure, and about 25 empty units, or very delinquent in HOA dues. Comcast will not adjust the cost of the contract, or cut services to these units, the association must pay. More information about this community can be provided to the FCC upon request.

Chapel Pines, Wesley Chapel, FL 614 units The Developer, Chapel Pines LLC, signed a 15-year cable contract with Bright House Networks in 2004. The contract entails that the bulk rate billing be applied in their annual HOA fees. The HOA currently have a deficit of \$50,000 as a result of this contract.<sup>5</sup> More information about this community can be provided to the FCC upon request.

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<sup>5</sup> Exclusive Cable TV Deals Off, FCC Says Tampa Tribune By RICHARD MULLINS

Published November 4, 2007

<http://www.ccfj.net/FCCexclusivecabledeals.html>

*The industry has tried the amenity and the convenience:* They claim that we have the convenience of having services turned on when the owner move in.

We as consumers had to contact our respective providers to have our services activated and in most cases, we had to pay an activation fee to have these services turned on.

Telecommunication services provided to a private dwelling are not a common amenity.

Amenities are for the common use of the owners i.e. swimming pool, ponds and walking trails.

*The industry has tried to express how these companies could not exist without bulk billing arrangements:* They claim that if bulk billing was not allowed, these companies could not obtain the necessary revenues to remain in business.

It is our assertion that these companies could not stay in business because consumers would not purchase their substandard services at high prices they offer them. The only way these types of businesses can succeed is through a captive audience or by engaging in monopolistic practices. The basis of our country's monetary system is one of free trade and competitive system to make the best product for our citizens at the best price.

### **Why the industry don't want the FCC to ban these agreements**

#### *The real truth behind bulk services agreement*

- Close competition by doing a long term contract with the HOA. An overbuilder can enter a community only if it has a reasonable prospect of meeting substantial market penetration targets. This will be difficult, if not impossible, to do if the incumbent shut the overbuilder out of substantial portion of the market. Tying up MDUs in a bulk services long contract is

another way the service provider have disincentive competition from overbuilder.<sup>6</sup>

- The provider is not on the pressure to provide great service or the latest technologies. The way the contract is crafted the provider will get payments and assumes no risk.
- Grants the provider a steady profit while minimizing the risk of non-payments accounts. The service providers invoice the HOA for all the units in the community. The HOA take the financial burden, and responsibilities to collect payments from each homeowner. In hard financial times many homeowners in a financial squeeze do not pay homeowners assessments in time or not at all.
- Eliminate company overhead by going from hundreds of invoices to just one.
- The provider receives payment for services not provided. If the unit is empty or in foreclosure the homeowners association have to pay for that unit. Homeowner association fees are last on the debt list when a home goes into foreclosure.

### **Need for regulation**

The Federal Communication Commission (FCC) needs to intervene to protect the citizens of the United States, especially those citizens whose states do not have laws to prevent these types of agreements. These agreements take away the consumer's ability to select the level of service of choice in their private Multi Dwelling Units. The Federal Communications Commission has the responsibility to protect the interest of consumers seeking access to

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<sup>6</sup> Reply comm. of SureWest Communications

“There is substantial evidence in the record of this proceeding that the use of Mandatory Bulk Billing Contracts is an unfair method of competition which impedes consumer choice of their preferred MVPD service provider, has the effect of being a barrier to entry for competitors, and thus impairs the deployment of advanced services”.

[http://allfoss.fcc.gov/prod/ecfs/retrieve.cgi?native\\_or\\_pdf=pdf&id\\_document=6519864068](http://allfoss.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6519864068)

communication networks. We as owners of a MDU by definition need to have the same options single family homes have. We want to decide what type of services we obtain from the common carriers available without having to pay twice.

“In accordance with 47 U.S.C. § 151 Federal Communications Commission was created for the purpose of regulating interstate and foreign commerce in communication by wire and radio so as to make available, so far as possible, to all the people of the United States, without discrimination on the basis of race, color, religion, national origin, or sex, a rapid, efficient, Nation-wide, and world-wide wire and radio communication service with adequate facilities at reasonable charges, for the purpose of the national defense, for the purpose of promoting safety of life and property through the use of wire and radio communications, and for the purpose of securing a more effective execution of this policy by centralizing authority heretofore granted by law to several agencies and by granting additional authority with respect to interstate and foreign commerce in wire and radio communication, there is created a commission to be known as the “Federal Communications Commission”, which shall be constituted as hereinafter provided, and *which and enforce the provisions of this chapter shall execute.*”<sup>7</sup>

Right now, some of us have enough money to pay twice for another overpriced telecommunication service, so we may be able to select the service provider of our choice. This is in direct contradiction with the commission principle of “*reasonable charges*”. The ability to select another service provider is further restricted by the reluctance of overbuilders to enter new communities with bulk service agreements.

### Rights of the American People

We need to ask if these bulk services agreements violates the First Amendment of the United States Constitution<sup>8</sup>. Freedom of speech or freedom of expression is the right not confined to verbal speech but is understood to protect any act of *seeking, receiving* and imparting *information* or ideas, *regardless of the medium used*. Freedom of speech is protected in the First Amendment of the Bill of Rights and is guaranteed to all Americans. With a bulk service agreements people living in MDU don't have the opportunity to select the information they want

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<sup>7</sup> 47 U.S.C. 151, Communication Act of 1934:

[http://www.law.cornell.edu/uscode/47/usc\\_sec\\_47\\_00000151----000-.html](http://www.law.cornell.edu/uscode/47/usc_sec_47_00000151----000-.html)

<sup>8</sup> Constitution of the United States of America, Bill of Rights

<http://www.law.cornell.edu/constitution/constitution.table.html#amendments>

to receive by the medium they want to use. If we want the freedom of speech given by the First Amendment we will have to pay twice for telecommunication services. This creates an impediment for citizens to seek for these services.

Bulk Services Agreements dictate what line of programming we watch on our private dwellings. Some of the comments on the MB 07-51 even attempt to call telecommunication service an amenity. Our private property is not a common area. Amenities have the characteristic that they are for the common enjoyment of the community. Telecommunication service is not a community amenity, but a private service provided to our residence. In that regard it should be the level of service that we desire and not what is imposed by someone else. Just like consumers are free to choose the community they live in, consumers should be free on their private dwelling to enjoy the services they like without intrusive third party contracts infringing on our private property.

Other important aspect we can't overlook is the aspect of the compensation for private property. U.S Constitution Fifth Amendment's guarantees "that private property shall not be taken without just compensation".<sup>9</sup> Bulk services contracts might create property rights conflicts. Binding privately owned MDU deeds to a telecommunications contract creates third party infringement on private property. The owner of the MDU does not receive any compensation for the bulk services agreement while the creator of the agreements receives profit from the agreement. If we decide to sell our properties, not only would we have to sell the house, but we would also have to find a buyer that agrees with the financial liability of an exclusive bulk service contract that does not benefit the owner in any way, yet it is bind to our property deed.

Bulk services agreements could be discriminatory to disable citizens. These citizens need special devices, and some of them are in tight budgets. If the citizen live in a MDU by definition

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<sup>9</sup> Constitution of the United States of America, Bill of Rights  
<http://www.law.cornell.edu/constitution/constitution.billofrights.html>

the contract established by a developer or homeowners board of directors require these citizens to pay for services they may not be able to use.

### Conclusion

Bulk services arrangements require citizens living in MDU by definition to pay for services they either don't need or want. We live in communities where foreclosure rates are high, we have to paid \$3.85 gallon of gas, and we have grocery inflation of 6.7%<sup>10</sup>. We know these bulk billing arrangements are very appealing to the industry because providers received payment for services not provided or wanted. Service providers receive payment regardless of occupancy or economical hardship that forces some people to do without. These types of arrangements are contrary to the capitalism economy of The United States of America. Citizens living in MDU demand open competition, and not the financial monopoly of bulk service arrangements.<sup>11</sup>

The problem is when the HOA enter into a communication agreement with a MVPD, PCO, DBS or Special Purpose Entity, the HOA become responsible for the whole payment including the houses that are for foreclosure. In that case the HOA has to incur on special assessments or draw from reserves to cover for the defaulted units while the service provider is paid in full. We, the middle class, are the ones who move the economy. We surely don't want to pay for our neighbor's cable bill.<sup>12</sup> Unfortunately, this is happening in many cases across the country.

The only parties benefiting from bulk billing arrangements are those corporate entities who deliver telecommunications services to our communities or administer these contracts. We did not receive adequate disclosure of contract terms at closing, were tricked into agreeing to

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<sup>10</sup> Business Week Grocery Inflation Data  
<http://www.businessweek.com/mediacenter/video/businessweektv/c42d9e333613677355dcd13e6fc59a88a653117a.html>

U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index  
<http://www.bls.gov/cpi/home.htm#news>

<sup>11</sup> Antitrust Division of the U.S. Department of Justice Re; H.B.1500, Cable and Video Competition Law of 2007 <http://www.usdoj.gov/atr/public/comments/223444.htm>

<sup>12</sup> On the Hook For Your Neighbor's Cable Bill" By RICHARD MULLINS, The Tampa Tribune  
<http://www2.tbo.com/content/2008/mar/08/na-on-the-hook-for-your-neighbors-cable-bill/>

these contract terms, and in some cases automatically assumed to have agreed to them without signing any legal documentation.

We are unable to seek alternative services and must pay the mandatory HOA fees for services not used, wanted or inadequate in quality. Even if we have the legal right to discontinue payment, we are unable to do so due to threat of liens against our properties. The builders, HOA's, and providers have left us little to no recourse other than to seek legal action, which they know most of us cannot afford to the extent that they are fiscally able to drag this out.

The only way to protect our consumer rights is through intervention by the FCC and a ban on exclusive marketing and bulk services agreements. We need the FCC to give MDU residents the benefits of fair competition without paying double for services or have a lien against our properties.

Live Oak Preserve contracts with Century  
Communication of FL, INC., Century Live  
Oak Preserve LLC, and Live Oak Preserve  
HOA LLC

Source: [www.hillsclerk.com](http://www.hillsclerk.com) and written  
request for contracts to HOA.

Prepared by Zuriel Cabrera  
20607 Whitewood Way  
Tampa, FL



## MASTER CABLE SERVICES AGREEMENT

THIS MASTER CABLE SERVICES AGREEMENT is made and entered into this 24 day of January, 2002, by and between TRANSEASTERN PROPERTIES, INC., a Florida corporation ("Transeastern") and CENTURY COMMUNICATIONS OF FLORIDA, INC., a Florida limited liability company ("Century").

### WITNESSETH

WHEREAS, Transeastern is engaged in the business of developing residential communities throughout the State of Florida, including the construction of attached and detached single family and multi-family residences therein; and

WHEREAS, Century is engaged in the business of constructing, operating, maintaining and providing broadcast and non-broadcast audio and video programming, e-commerce, internet access, alarm monitoring, concierge and other telecommunications services (the "Service"), and is desirous of providing the Service on a group basis to all homes in communities developed by Transeastern within the State of Florida; and

WHEREAS, the parties wish to enter into an agreement whereby Century shall provide such services to all homes in communities to be developed by Transeastern in the State of Florida.

NOW, THEREFORE, in consideration of the mutual covenants, representations and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties herein covenant and agree as follows:

### TERMS

1. All of the foregoing recitals and definitions are true and correct and are incorporated herein by reference.
2. Transeastern hereby covenants and agrees that at all times during the term hereof, Century shall have the sole and exclusive right and license to install, maintain and operate a system (the "System") within each and every residential community to be developed by Transeastern in the State of Florida (a "Community") to originate, transmit and distribute the Service (as defined hereinabove).
3. For each Community, Century shall cause its engineers to design the System to be installed for such Community, and shall deliver to Transeastern full and complete engineering plans for such system, sufficient in detail and certified for use in construction of the System. Century shall also cause its engineers to obtain all necessary permits, licenses and approvals from all governmental

agencies whose approval is required for the construction of the System, shall provide such permits, licenses and approvals to Transeastern and shall oversee and supervise the permitting process and installation of the Improvements.

4. Upon the receipt by Transeastern of the plans, permits, licenses and approvals described in Paragraph 3 above, Transeastern shall cause to be constructed within each respective Community all of the improvements and hardware comprising the System, including without limitation pedestals, conduit, cable, amplifiers, power supplies and necessary concrete pads and structures (the "Improvements"), and shall make available to Century an equipment room in the recreational or other community building within each community, as well as a fenced-in area for the maintenance of satellite dishes necessary for providing the Service. The cost of all of the Improvements, including the cost of the installation thereof, shall be paid by Transeastern. All of the Improvements will be constructed within the Community and be made available to Century for activation prior to the issuance of the first certificate of occupancy for a resident-occupied home within each Community. All of the Improvements shall be constructed within easements established for that purpose (which may be either specifically intended for the Improvements or included in appropriate platted or individually recorded utility easements). Following the construction of the System in each Community, Century shall own, maintain and operate the Improvements in order to establish and maintain the Service, including all receivers, satellite dishes, converters, wires, cables, conduits, connections, amplifiers and any other equipment or devices necessary to provide the Service (the "Equipment"). Transeastern shall be responsible, at its sole cost, to repair any damage to the System in any Community caused by any subcontractors, employees or other representative of Transeastern working for Transeastern in such Community. Century will operate the System in accordance with all applicable laws, rules, codes and ordinances. Century shall replace or upgrade, as necessary, all extension wiring and equipment serving Homes as may be necessary to ensure that all Homes shall receive the Services.

5. Century shall provide to all residents of each Community the Services comprising the local and cable programming to be provided to such Community as jointly determined by Transeastern and Century (the "Programming"). The technical quality of the programming provided by Century shall meet or exceed the requirements of the applicable ordinances of the county or municipality, as the case may be, in which the Community is located (the "Code").

6. Century shall maintain each System in accordance with the standards provided for in paragraph 5 above, and shall provide routine maintenance to the System and in addition to compliance with the standards required by the Code. Century agrees to regularly inspect and maintain the System and to diligently correct any reception problems of the programming being provided to the Community.

7. Transeastern shall, at its sole cost and expense, cause all of the residences to be constructed within each Community to be designed and pre-wired to accept all of the Service in accordance with specifications to be provided by Century for each respective Community.

8. The homeowners association to be formed for each Community ("Association") shall pay Century a monthly per home fee in an amount to be determined by Century with respect to each Community, provided that such amount shall be competitive with the rates charged by other providers of services equivalent to the Services within the geographic market where each Project is located. Prior to the commencement of development activities within each Community, Century, Transeastern and the Association for that Community shall enter into a separate agreement regarding the providing of the Services within that Community (a "Community Agreement"). The amounts to be charged for each Community, together with other provisions unique to each such community, shall be set forth in the Community Agreement for each Community. Billings for the Service (excluding Additional Services) shall be made directly to the Association for each Community, rather than to the individual residents of that Community.

9. This Agreement shall be effective for a period of fifteen (15) years from the date hereof. The term of each Community Agreement shall be stated in each such agreement.

10. Century may terminate this Agreement if any governmental law, rule or regulation is implemented which prohibits Century from providing the Service in accordance with the terms of this Agreement or prevents Century from providing the Service at its original profit margin. In the event of Transeastern's failure to perform any of its obligations hereunder, which failure continues for a period of thirty (30) days after written notice thereof from Century to Transeastern, Century may terminate this Agreement or exercise any and all other lawful remedies provided; however, such thirty (30) day notice and opportunity to cure shall not extend to Transeastern's failure to make payments hereunder within the time period set forth in this Agreement.

11. In the event Century fails to perform any material obligation hereunder, and such failure continues for a period of sixty (60) days after Transeastern gives Century written notice thereof, Transeastern may terminate this Agreement or exercise any and all other lawful remedies; provided, however, that such sixty (60) day period shall be extended for any reasonable time necessary to allow Century to cure such failure if (i) such failure cannot be reasonably cured within the sixty (60) day period and (ii) Century so notifies Transeastern within such sixty (60) day period.

12. Century may at any time assign, in whole or in part, its interests in this Agreement to a party which (i) is capable of performing Century's obligations hereunder or (ii) to any lender advancing funds to Century without any further consent by Transeastern. It is contemplated by the parties hereto that Century shall form a separate subsidiary or affiliated entity for each Community, to which Century shall assign its rights hereunder with respect to each respective Community. Transeastern may not assign its rights hereunder without the prior written consent of Century, which

consent shall not be unreasonably be withheld.

13. In performing the terms of this Agreement, Century shall comply with all Federal, State and local laws, requirements, ordinances, rules and regulations, as all may be amended from time to time and shall procure, at its sole cost and expense, any and all licenses, permits and certificates from any governing authorities as may be necessary to install, operate and maintain the System and provide the Service.

14. Century may conduct marketing and sales activities within the Community and Transeastern shall provide updated rosters of members upon Century's request, which rosters may be used by Century for such purposes.

15. At Transeastern's request, Century shall make available one (1) channel for Transeastern's operation of a sales and marketing channel (the "Transeastern Channel") on which Transeastern may broadcast marketing information and programming regarding other Transeastern communities within the state of Florida. Century shall, at its expense, install and maintain the wiring and equipment for such channels, including, but not limited to, a character generator, modulator and monitors, all of which shall remain Century's property. Transeastern shall, at its own expense, provide and administer the content of the Transeastern Channel. Transeastern's use of the Transeastern Channel will be solely limited to (a) text provided by means of a character generator and (b) appropriate background music, graphics and narration. Transeastern may not provide or act as an agent for any other programming, telecommunication service, audio service, video transport, audio transport, video programming, internet service, telephone service or audio programming of any kind. Transeastern may not accept or display advertising or notices on the Community Channel that refer in any way to services that compete with the Services. Transeastern agrees not to use the Transeastern Channel for any programming which contains obscene material, sexually explicit adult programming, or indecent material as defined in Section 47 CFR.76.701(g), material soliciting or promoting unlawful conduct or any programming that may or could have been subject to the Telecommunications Act of 1996, Section 641, relating to the scrambling of sexually explicit adult service programming.

16. Century will provide converter boxes at no charge to any residents of the Community who do not have cable ready television sets within five (5) days of a request from any such residents. Century shall be entitled to charge a refundable security deposit for such cable boxes. Century will provide a Digital Receiver at a monthly charge set by Century to any resident of the Community who desires to receive other satellite TV services not provided under this Agreement within five (5) days of a request from any such resident.

17. At Century's sole discretion, Century may provide on a non-exclusive basis additional communications, information and other lawful services or programming other than those specified herein using the same or different transmission technologies, including, but not limited to, local and

long distance telephone service, data services including access to the internet to the residents of the Community ("Additional Services"). Century may also add any of these Additional Services to the standard package of services offered in future communities, after which the added services shall no longer be considered Additional Services. Century may offer to residents of the Community certain additional equipment which might be necessary to receive such Additional Services. With respect to such Additional Services or additional equipment provided, Century will bill such residents directly. Transeastern will have no responsibility for any Additional Services or equipment fees incurred by such residents.

18. Neither Century nor Transeastern assumes any responsibility for, or has any liability for, any interruption of service to any Community arising from acts of God, action of any governmental agency regulating the Services, labor dispute, civil insurrection, vandalism or other acts beyond Century's or Transeastern's control. Neither party is liable or in default for any delay or failure of performance resulting directly from anything beyond the control of the non-performing party, such as acts of God; acts of civil or military authority; acts of a public enemy; war; hurricanes, tornados, lightning strikes, storms, earthquakes or floods; fires or explosions; governmental regulation; or strikes, lockouts or other work interruptions.

19. Should any of the stipulations of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing the same shall not apply a presumption that the terms of such stipulation shall be more strictly construed against one (1) party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all the parties have participated in the preparation and review of this Agreement fully.

20. This Agreement shall be governed by and constructed under the laws of the State of Florida. In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs. Venue for any action arising out of this Agreement shall be brought only in a court of competent jurisdiction in the county in which the Community is located or the county in which Century's principal office is located.

21. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

22. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

23. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

24. Written notice shall be deemed to have been duly served on the date said notice was mailed by United States Certified, Return Receipt Requested, postage prepaid, and addressed to the principal office of the intended recipient (or to such other address as any party may specify by notice to all other parties as aforesaid).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CENTURY COMMUNICATIONS OF  
FLORIDA, INC., a Florida corporation

By: 

TRANSEASTERN PROPERTIES, INC.,  
a Florida corporation

By: 

## AGREEMENT

THIS AGREEMENT, made this 15th day of May, 2003, by and between CENTURY LIVE OAK PRESERVE, LLC, a Florida Limited Liability Company ("Service Company"), LIVE OAK DEVELOPMENT 1, LLC, and LIVE OAK DEVELOPMENT 2, LLC, both Florida corporations ("Declarants") and LIVE OAK PRESERVE ASSOCIATION, INC., a Florida corporation not-for-profit ("Association").

### P R E A M B L E:

Declarant is the developer of the property described in Exhibit "A" attached hereto (the "Subject Property"), and is the "Declarant" pursuant to the Declaration of Covenants and Restrictions of Live Oak Preserve, recorded in Official Records Book #####, Page ####, of the Public Records of Hillsborough County, Florida (the "Declaration").

Association is the entity charged with the responsibility to operate and maintain the "Common Areas" as described in the Declaration, and to perform certain duties and obligations, as set forth in the Declaration.

Service Company desires to obtain the exclusive right to install, maintain, and provide Community Antenna Television ("cable television") service, home monitoring service, and internet service (collectively the "Services") to each of the homes within the Subject Property (the "Units"); and Association desires to purchase the Services from Service Company and grant Service Company the exclusive right to furnish the Services to the Units.

NOW, THEREFORE, the parties agree as follows:

1. RIGHT TO PROVIDE SERVICES. Association and Declarant hereby grant Service Company the exclusive right and easement to install, maintain, and provide the Services, and other ancillary services that may be offered from time to time by Service Company to the Units, and Service Company agrees to provide such Services, subject to the terms and provisions of this Agreement.

### 2. EASEMENT.

2.1 Association and Declarant hereby grant to Service Company the exclusive right and easement over, upon and under the Subject Property, for the location, installation, placement, replacement, servicing, and maintenance of any and all wires, cables, conduits, pipes, amplifiers, terminal boxes, antenna, satellite dishes and other signal receiving devices; panels, transformers, and other equipment or personal property of any kind or nature whatsoever (the "Equipment"), necessary or useful for providing the Services to the Units, and give and grant permission and authority to Service Company to enter upon the Subject Property, as may be reasonably necessary to install, maintain, repair and operate the Equipment within the Subject Property. Such easement includes, but is not limited to, access over any and all Common Areas, roads, and utility easements existing within the Subject Property from time to time. The location of any Equipment shall be at the reasonable discretion of Service Company, and to the extent practical any Equipment shall be located in the "Common Areas" within the Subject Property, which are owned by the Association, or any other homeowners association established within the Subject Property, or within roads or utility easements. To the extent practical, all Equipment shall be

installed underground, except for Equipment commonly installed above ground, which specifically may be installed above ground within the Subject Property. Such easement is subject to the requirement that the location of such equipment shall not unreasonably interfere with the construction of the units and other improvements within the Subject Property as permitted by any controlling governmental authorities.

2.2 It is acknowledged the Common Areas within the Subject Property will include a recreation building. Service Company shall have the exclusive right and easement to use a 12' by 12' equipment room located or to be located within the recreation building. Association shall provide and pay for electricity and all other utility services required by Service Company for the Equipment placed within the equipment room by Service Company, in connection with the Services provided by Service Company, at no expense to Service Company. Association shall not enter the equipment room, or interfere with the operation of any Equipment by Service Company.

2.3 From time to time Declarant or Association may grant Service Company specific easements, but any such specific easement shall not limit in any way the blanket easement provided herein.

### 3. MONTHLY SERVICE FEE.

3.1 Association agrees to pay Service Company a monthly service fee for the cable television service, home monitoring and internet service, on the first day of each and every month, during the term of this Agreement. The monthly service charge for any newly constructed Unit will not commence until the first day of the month after a certificate of occupancy for the Unit has been issued by the applicable governmental authority and the Unit is conveyed by the builder of the Unit to a purchaser, or until the Unit is first occupied as a residence, whichever occurs first. The monthly basic service fee will initially be \$69.80 per Unit, plus applicable sales taxes and franchise fees, if any, and will include the Services shown on Exhibit "B" attached hereto. The monthly service fee may be increased by up to 5% per annum cumulatively, each year after the date of this Agreement. Notwithstanding the foregoing, Service Company agrees not to increase the monthly service fee above that charged by a majority of other similar companies providing similar services in the county where the Subject Property is located, as determined by Service Company in its sole but reasonable discretion.

3.2 Late Fees and Interest. If Association is in default in the payment of any monies owed to Service Company for more than ten (10) days after same is due, or for a period of more than ten (10) days after written demand by Service Company, or if any check for any monies owed to Service Company is dishonored, Service Company shall have the right to charge Association a late or bad check fee of five (5%) percent of the amount due, or \$25.00, whichever is greater, plus interest at the highest rate permitted by law on the amount owed to Service Company from and after said ten (10) day period.

3.3 Collection. In the event Association fails to pay any moneys owed to Service Company within ten (10) days after written demand, Service Company may take any action deemed necessary in order to collect such moneys including, but not limited to, retaining the services of a collection agency or attorney to collect such moneys, initiating legal proceedings for

the collection of such moneys, or any other appropriate action, and Association shall be liable to Service Company for all costs and expenses incurred by Service Company incident to the collection of any moneys owed to it including reasonable attorneys' fees whether or not incurred in legal proceedings. All payments received by Service Company on account of any moneys owed to it by Association shall be first applied to payments and expenses incurred by Service Company, then to interest, then to any unpaid moneys owed to Service Company in the inverse order that the same were due.

#### 4. BASIC SERVICE.

4.1 In consideration for the monthly service fee as set forth above, Service Company agrees to provide "Basic Service" to each Unit, which at a minimum shall include the Services described in Exhibit "B" attached hereto.

4.2 Outlets. The parties acknowledge and agree that the Basic Cable Television Service will be provided to two outlets in 1-bedroom Units, and three outlets in 2- or 3-bedroom Units. If any Unit contains additional outlets, the Basic Service will be provided at such additional outlets, for an additional monthly service charge, which will not be greater than Service Company generally charges for additional outlets to its other customers, or if none then what is generally charged by other companies providing such service as determined by Service Company in its sole but reasonable discretion. If any owner of a Unit desires to add an additional outlet, Service Company agrees to provide such outlet for an installation charge.

4.3 Converters. It is acknowledged that in order to receive the Basic Cable Television Service, or any additional channels or cable television services that may be offered by Service Company, a converter box may be required for each outlet, and Service Company will have the right to charge the occupants of any Unit a deposit for any converters required for the Unit, which will be refundable when the converter is returned. Service Company will not charge a service fee for any standard converter for which basic service will be provided as part of the monthly service fee, but Service Company will have the right to charge a monthly service fee for converters for additional outlets, or for deluxe converters offering more features than Service Company's standard converters.

4.4 Discontinuance of Services. Notwithstanding anything contained herein to the contrary, Service Company, for any reason either within or beyond its control, shall have the right, temporarily or permanently, to discontinue providing any of the Basic Services, and if it does then while such Service is not being provided the Monthly Service Fee shall be reduced appropriately, as determined by Service Company in its reasonable discretion. However, the Monthly Service Fee shall not be reduced for temporary interruptions in service for reasons beyond Service Company's control or while any equipment is being repaired or replaced.

#### 5. ADDITIONAL SERVICES.

5.1 Service Company and Association agree that from time to time Service Company may be able to offer optional paid television services to the Units, such as Home Box Office, Showtime, The Movie Channel, Cinemax, and other premium channels, and additional monitoring, electronic data, Internet, and similar services. If and when available, such services will be offered as an

option to each Unit and a separate charge will be made by Service Company to any Unit requesting such optional services. Such separate charge will not be greater than Service Company or other companies providing similar services generally charge for such optional services to its or their other customers, as determined by Service Company in its sole but reasonable discretion.

5.2 Notwithstanding anything contained herein to the contrary, neither the Association, nor any owner or resident of any Unit, shall utilize any device or apparatus which would enable them to receive any optional or additional Service offered by Service Company without payment for same, including but not limited to cable converter boxes not provided by Service Company. If any Owner violates the provisions of this paragraph, such Owner will be liable to Service Company for the sum of \$500.00, plus the amount charged by Service Company for such optional or additional service for a period of one year or the time that the owner received the optional or additional Service without payment for same, whichever is greater, plus any and all other damages as may be recoverable by Service Company by law, plus any and all costs and attorneys fees incurred by Service Company in connection therewith, whether or not incurred in legal proceedings.

6. SERVICE AND MAINTENANCE. Service Company agrees to provide a good cable television and internet signal; to inspect its Equipment periodically as reasonably necessary to insure continuity of service; and to service and maintain its Equipment, all in accordance with standard industry practice and technical progress, at no cost or expense to Association. Installation, maintenance and operation of the Equipment shall be in compliance with all applicable rules and regulations of federal, state and local authorities, including the Federal Communications Commission. Notwithstanding the foregoing, Service Company will not be liable for any interruptions in or inability to provide any Service for reasons beyond its reasonable control.

7. LIABILITY. In connection with the home security monitoring services to be provided hereunder, Service Company will have no liability of any kind or nature due to the failure of the Service to detect or respond to a fire, unauthorized entry, medical emergency, or other security problem in any Unit.

8. TERM. The initial term of this Agreement shall commence on the execution hereof and shall continue for a period of the earlier to occur of (i) 15 years after the execution of this Agreement, or (ii) ten years after the completion and conveyance of the last Unit within the Subject Property by Declarant or any other builder of the Unit to a purchaser. Thereafter the term of this Agreement shall be automatically renewed for additional two-year periods, unless not less than 6 months prior to the expiration of the initial term or any extension of the initial term, either party notifies the other that such party desires to terminate this Agreement. Notwithstanding the foregoing, in the event Association gives Service Company notice that it desires to terminate this Agreement, prior to entering into any agreement with any other for any or all of the Services formerly provided by Service Company, Association shall give Service Company the right to provide such Service on the same terms and conditions as such other company will provide such service, which right shall be exercised if at all, by written notice to Association by Service Company within 30 days after Association provides Service Company with a copy of the proposed contract submitted by the other company.

9. ENTRY INTO PROPERTY. Service Company, its employees and contractors, shall be given free and unimpeded access into the Subject Property for the purposes permitted hereunder, 24 hours per day, seven days per week. If entry into the Subject Property is through an entry gate, cable company shall be provided with any equipment, supplies, codes, or other matter necessary to enter through such access gate.

10. OWNERSHIP OF EQUIPMENT.

10.1 The parties to this Agreement acknowledge that Service Company owns all of the Equipment in the operation and supplying of the cable television system and services, monitoring services, internet services, and any other Services provided by Service Company, whether located within any Unit or any building or other improvement within any lot or and Common Area. Such Equipment owned by Service Company specifically includes, but is not limited to, any such Equipment as is located within any Unit including cable converter boxes, Equipment within any panel in a Unit which is part of the system used for home monitoring services, and any Equipment used to provide internet service. Notwithstanding the forgoing, the Equipment owned by Service Company shall not include (i) any wiring located within the walls of the Unit, or keypads or sensors installed in the Unit which are part of the home monitoring system. If and when this Agreement is terminated by any party and for any reason, Service Company shall have the right, but not the obligation to enter upon the Subject Property and remove all such Equipment, and any owner of a Unit shall be required to return any Equipment located within the owner's Unit to Service Company, or in the alternative shall be required to provide Service Company with reasonable access into the Unit in order for Service Company to remove its Equipment.

10.2 If Service Company exercises its rights to remove such property, it shall use reasonable efforts to do so at a minimum of inconvenience, damages and dislocation to the Common Areas and the Units.

11. Miscellaneous.

11.1 Association hereby represents and warrants that it has the right and authority to enter into this Agreement under its Articles of Incorporation, Bylaws, and the provisions of the applicable declarations of condominium of the condominiums it operates.

11.2 This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

11.3 This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

11.4 Any notice or other communications shall be in writing.

11.5 This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties, and may not be changed or terminated orally. No attempted change, termination or waiver of any of the provisions hereof shall be binding unless in writing and signed by the party

against whom the same is sought to be enforced.

11.6 Subsequent to the execution hereof, each party to this Agreement shall, at the request of the other, furnish, execute and deliver such documents and instruments as the requesting party shall reasonably require as necessary or desirable to carry out the transactions contemplated hereunder.

11.7 ATTORNEYS' FEES. In the event either party commences litigation to enforce the terms and provisions of this Agreement, the losing party shall pay the costs incurred by the prevailing party in such litigation, including fees and costs charged by the prevailing party's attorney.

11.8 This agreement may be amended by a written amendment executed by Service Company and Declarant so long as Declarant owns any portion of the Subject Property, and thereafter by a written amendment executed by Service Company and Association.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals as of the day and year first above written.

WITNESSES:

Jill Sliva  
Print Name: Jill Sliva  
Michael Wickelms  
Print Name: Michael Wickelms

LIVE OAK DEVELOPMENT 1, LLC, and  
LIVE OAK DEVELOPMENT 2, LLC, both  
Florida corporations

By: [Signature]  
NEIL ELNER V.P.  
(Type/Print Name and Title)

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me this 11 day of August, 2003, by Neil Elner as Vice President of LIVE OAK DEVELOPMENT 1, LLC, and LIVE OAK DEVELOPMENT 2, LLC, both Florida corporations, on behalf of the corporations. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

JILL A. SLIVA  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION #DD190362  
EXPIRES 05/14/2007  
BONDED THRU 1-000-NOTARY1

Jill A. Sliva  
NOTARY PUBLIC

WITNESSES:

Jill Sliva  
Print Name: Jill Sliva  
Michael Wickelms  
Print Name: Michael Wickelms

LIVE OAK PRESERVE ASSOCIATION,  
INC., a Florida corporation not-for-profit

By: [Signature]  
ROBERT D. KEIFF PRES  
(Type/Print Name and Title)

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 11 day of August, 2003, by Robert RIEFF, as PRESIDENT of LIVE OAK PRESERVE ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

JILL A. SLIWA  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD190362  
EXPIRES 05/14/2007  
BONDED THRU 1-008-NOTARY1

Jill A. Sluwa  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

WITNESSES:

Jill Sluwa Jill Sluwa  
Print Name: \_\_\_\_\_  
Michael Wickens  
Print Name: \_\_\_\_\_

CENTURY LIVE OAK PRESERVE, LLC, a  
Florida Limited Liability Company

By: Robert J. Falcone  
MEMBER  
ROBERT J. FALCONE  
(Type/Print Name and Title) MEMBER

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 11 day of August, 2003, by Robert FALCONE, as MEMBER of CENTURY LIVE OAK PRESERVE, LLC, a Florida Limited Liability Company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

JILL A. SLIWA  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD190362  
EXPIRES 05/14/2007  
BONDED THRU 1-008-NOTARY1

Jill A. Sluwa  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

ALL OF "~~LIVE OAK DEVELOPMENT~~" ACCORDING TO THE PLAT THEREOF RECORDED IN  
PLAT BOOK ##, AT PAGE ##, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY,  
FLORIDA.

EXHIBIT "B"

1. . The Basic Cable TV Service will include at least 25 channels.
2. Basic Home Monitoring Service will include sending a telephone signal from the alarm system installed in a home to a central station, and upon receiving the signal calling the Unit and/or police when appropriate.
3. Basic Internet Service will consist of supplying high speed continuous Internet service to one location in a Unit.

2.18. Cable Television Service and/or Home Security Monitoring Services. The COMMUNITY ASSOCIATION will have the right to enter into an agreement pursuant to which all of the UNIT OWNERS will be provided cable television service and/or home security monitoring services as a COMMON EXPENSE. The COMMUNITY ASSOCIATION will further have the right to approve one or more security monitoring companies which are authorized to provide such service to the UNITS, and in that event the COMMUNITY ASSOCIATION may refuse entry into the SUBJECT PROPERTY by any representative of any security monitoring companies other than an approved company. If home security monitoring services are provided under contract with the COMMUNITY ASSOCIATION, or if the COMMUNITY ASSOCIATION approves any monitoring company to provide such services to the UNITS, DECLARANT and the COMMUNITY ASSOCIATION will have no liability of any kind or nature due to the failure of the company providing such service to detect or react to fire, unauthorized entry, or other security problem in any UNIT. Any PARCEL may be excluded from any agreement for cable television service and/or home security monitoring services, and in that event the expenses associated therewith will not be assessed to the OWNERS within such excluded PARCELS.

8. SPECIAL PROVISIONS REGARDING CABLE TELEVISION AND OTHER SERVICES.

8.1. The APPROVING PARTY shall have the right to enter into agreement(s) with one or more companies (a "Service Provider") to install, maintain, and provide cable television, home monitoring, internet, communication, entertainment, telephone, electricity and/or other utilities, pest control, pool maintenance, or other services to the UNITS within the SUBJECT PROPERTY, on such terms and conditions as the APPROVING PARTY may reasonably desire, provided however that the charges for services provided by any such Service Provider shall not be unreasonable compared to charges of other companies providing similar services in the county in which the SUBJECT PROPERTY is located. Any such agreement may grant the Service Provider appropriate easements and/or the right to use portions of the COMMON AREAS, as may be necessary or convenient in connection with the providing of such services. Any Service Provider may be a subsidiary or affiliate of DECLARANT or a company having the same or similar ownership and/or control as DECLARANT. Any such agreement may require each UNIT OWNER to subscribe for, at a minimum, basic services offered by the Service Provider, such as basic cable television, home monitoring, and high speed internet service, and to pay such services as a COMMON EXPENSE, either directly to the Service Provider, or to the COMMUNITY ASSOCIATION, as may be provided in the agreement. Notwithstanding the foregoing, if any such services are not applicable to particular LOTS (for example pool maintenance service is not applicable to a UNIT which does not have a pool) then the cost for such services shall only be assessed to the OWNERS of LOTS for which the service applies. Any agreement may also give the UNIT OWNERS the option to subscribe to additional services in addition to the basic services for an additional fee to be determined by the Service Provider providing such services from time to time.

8.2. In addition to the rights set forth above, the APPROVING PARTY shall have the right to approve one or more Service Providers for any type of service to be provided to the OWNERS, in order to limit the number of different Service Providers that will have access into the SUBJECT PROPERTY, and in that event no OWNER may contract for such services for the OWNER's LOT or UNIT with any Service Provider other than an approved service provider(s).

MASTER DECLARATION-37

04/01/03

ALL UNIT PURCHASERS ARE HEREBY PLACED ON NOTICE THAT THEIR ASSESSMENTS MAY INCLUDE BASIC CABLE, HOME MONITORING, INTERNET SERVICES, PEST CONTROL SERVICES, OR OTHER SERVICES PROVIDED BY THE DECLARANT OR A COMPANY RELATED TO DECLARANT.

Articles of Incorporations for Transeastern  
Homes, INC

&

Uniform for Business Reports for Century  
Communication of FL, INC., Century Live  
Oak Preserve LLC, and Live Oak Preserve  
HOA LLC

Source: [www.sunbiz.org](http://www.sunbiz.org)

Prepared by Zuriel Cabrera  
20607 Whitewood Way  
Tampa, FL



04-28-2003 91515 016 \*\*\*150.00

**2003 FOR PROFIT CORPORATION  
 UNIFORM BUSINESS REPORT (UBR)**

**DOCUMENT # P98000067899**

1. Entity Name  
**CENTURY COMMUNICATIONS OF FLORIDA, INC.**



Principal Place of Business  
 3300 UNIVERSITY DRIVE  
 CORAL SPRINGS, FL 33065

Mailing Address  
 3300 UNIVERSITY DRIVE  
 CORAL SPRINGS, FL 33065

2. Principal Place of Business  
 Suite, Apt. #, etc.

3. Mailing Address  
**3300 University Dr**  
 Suite, Apt. #, etc.  
**# 001**  
 City & State  
**CORAL SPRINGS**  
 Zip  
**33065** Country  
**USA**



10000001

CHECK HERE IF MAKING CHANGES

4. FEI Number  
**65-0854390**

5. Certificate of Status Desired  \$8.75 Additional Fee Required

6. Name and Address of Current Registered Agent  
**DIFIORE, CORA D**  
**3300 UNIVERSITY DRIVE**  
**CORAL SPRINGS, FL 33066**

7. Name and Address of New Registered Agent  
 Name  
 Street Address (P.O. Box Number is Not Acceptable)  
 City **FL** Zip Code

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
(Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when substituting.)



9. Election Campaign Financing Trust Fund Contribution.  \$5.00 May Be Added to Fees

**10. OFFICERS AND DIRECTORS**

TITLE	NAME	STREET ADDRESS	CITY-ST-ZIP	<input type="checkbox"/> Delete
DP	FALCONE, ROBERT	3300 UNIVERSITY DRIVE	CORAL SPRINGS, FL 33065	<input type="checkbox"/>
DVP	FALCONE, EDWARD	3300 UNIVERSITY DRIVE	CORAL SPRINGS, FL 33065	<input type="checkbox"/>
DST	FALCONE, ARTHUR	3300 UNIVERSITY DRIVE	CORAL SPRINGS, FL 33065	<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

**11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11**

TITLE	NAME	STREET ADDRESS	CITY-ST-ZIP	<input type="checkbox"/> Change	<input type="checkbox"/> Addition
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: Arthur Falcone Date: 4-24-03  
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

CR2E.034 (10/02)

**FOR PROFIT CORPORATION  
UNIFORM BUSINESS REPORT (UBR)**

**FILED  
Mar 20, 2002 8:00 am  
Secretary of State**

03-20-2002 90062 006 \*\*\*158.75

DOCUMENT # **PA80000 67899**

1. Entity Name

**CENTURY COMMUNICATIONS of Florida, Inc**

**DO NOT WRITE IN THIS SPACE**

**425195**

2. Principal Place of Business <b>3300 University Dr</b> Suite, Apt. #, etc.		3. Mailing Address  Suite, Apt. #, etc.		DO NOT WRITE IN THIS SPACE	
City & State <b>Coral Springs, FL</b>		City & State		4. FEI Number <b>65-0854399</b>	Applied For Not Applicable
Zip <b>33065</b>	Country <b>Broward</b>	Zip	Country	5. Certificate of Status Desired <input checked="" type="checkbox"/> <b>\$8.75 Additional Fee Required</b>	

**DO NOT WRITE  
IN THIS SPACE**

7. Name and Address of Current Registered Agent

Name <b>Cora D. Fiore</b>
Street Address (P.O. Box Number is Not Acceptable) <b>3300 University Dr</b>
City <b>Coral Springs</b> <b>FL</b> Zip <b>33065</b>

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE

*Cora D. Fiore*

**2-25-02**

Signature, typed or printed name of registrant, agent and filer, if applicable.

(NOTE: Registered Agent signature required when registering.)

DATE

9. This corporation is eligible to satisfy its intangible tax filing requirement and elects to do so. (See criteria on back) <input type="checkbox"/>	<p><b>January 1 - May 1 Fee is \$150.00</b>  <b>After May 1, Fee is \$550.00</b>  <b>Amended UBR is \$81.25</b>  <b>Make Check Payable to Department of State</b></p>	10. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/> <b>\$5.00 May Be Added to Fees</b>
---	---	--

11. OFFICERS AND DIRECTORS			
TITLE NAME STREET ADDRESS CITY - ST - ZIP	<b>DP ROBERT FALCONE 3300 UNIVERSITY DR CS FL 33065</b>	TITLE NAME STREET ADDRESS CITY - ST - ZIP	
TITLE NAME STREET ADDRESS CITY - ST - ZIP	<b>DVP ST ARTHUR FALCONE 3300 UNIVERSITY DR CS FL 33065</b>	TITLE NAME STREET ADDRESS CITY - ST - ZIP	
TITLE NAME STREET ADDRESS CITY - ST - ZIP	<b>DVP EDWARD FALCONE 3300 UNIVERSITY DR CS FL 33065</b>	TITLE NAME STREET ADDRESS CITY - ST - ZIP	<b>DO NOT WRITE IN THIS SPACE</b>
TITLE NAME STREET ADDRESS CITY - ST - ZIP		TITLE NAME STREET ADDRESS CITY - ST - ZIP	
TITLE NAME STREET ADDRESS CITY - ST - ZIP		TITLE NAME STREET ADDRESS CITY - ST - ZIP	
TITLE NAME STREET ADDRESS CITY - ST - ZIP		TITLE NAME STREET ADDRESS CITY - ST - ZIP	

13. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(b), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 11 or on an attachment with an address, with all other like empowered.

SIGNATURE:

*Arthur Falcone*

**3-01-02**

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

DATE

DISPATCH SLIP #

FILED  
 Jul 21, 2003 8:00 am  
 Secretary of State

05-02-2003 90581 047 \*\*\*\*55.00

**2003 LIMITED LIABILITY COMPANY  
 UNIFORM BUSINESS REPORT (UBR)**

**DOCUMENT # L02000034543**

1. Entity Name  
**CENTURY LIVE OAK PRESERVE, LLC**

Principal Place of Business  
 3300 UNIVERSITY DRIVE, Ste. 001  
 CORAL SPRINGS, FL 33065

Mailing Address  
 3300 UNIVERSITY DRIVE, Ste. 001  
 CORAL SPRINGS, FL 33065

2. Principal Place of Business  
 3. Mailing Address

4. FEI Number  
**24-1975143**

5. Certificate of Status Desired  \$5.00 Addition / Fee Required

6. Name and Address of Current Registered Agent  
**GERSON, GARY N.**  
 1045 PALM BRANCH LAKES BLVD STE. 1200  
 WEST PALM BEACH, FL 33411

7. Name and Address of New Registered Agent  
 Name: **CORA DiFiore**  
 Street Address (P.O. Box Number is Not Acceptable):  
**3300 University Dr Ste 001**  
 City: **Coral Springs** FL Zip Code: **33065**

8. The above named entity certifies the statement for the purpose of changing its registered office or registered agent, or both, in the state of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE: *Cora DiFiore* DATE: **4-28-03**

A. MANAGING MEMBERS / MANAGERS		C. ADDITIONS/CHANGES	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition

11. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 111.07(2)(g), Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my signing shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the partner or trustee empowered to execute this report as required by Chapter 605, Florida Statutes.

SIGNATURE: *Neil Eisner* DATE: **4-28-03**

55051803

CHECK HERE IF MAKING CHANGES

SECRET (11/02)

**2004 LIMITED LIABILITY COMPANY ANNUAL REPORT**

**FILED  
Apr 30, 2004  
Secretary of State**

DOCUMENT# L02000034543

Entity Name: CENTURY LIVE OAK PRESERVE, LLC

**Current Principal Place of Business:**

3300 UNIVERSITY DRIVE  
STE 001  
CORAL SPRINGS, FL 33065

**New Principal Place of Business:**

**Current Mailing Address:**

3300 UNIVERSITY DRIVE  
STE 001  
CORAL SPRINGS, FL 33065

**New Mailing Address:**

FEI Number: 34-1975143    FEI Number Applied For ( )    FEI Number Not Applicable ( )    Certificate of Status Desired ( )

**Name and Address of Current Registered Agent:**

DIFIORE, CORA  
3300 UNIVERSITY DRIVE STE 001  
CORAL SPRINGS, FL 33065 US

**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

\_\_\_\_\_ Date

**MANAGING MEMBERS/MEMBERS:**

Title: P ( ) Delete  
Name: ELSNER, NEIL  
Address: 3300 UNIVERSITY DR STE 001  
City-St-Zip: CORAL SPRINGS, FL 33065

Title: V ( ) Delete  
Name: FALCONE, ART  
Address: 3300 UNIVERSITY DR STE 001  
City-St-Zip: CORAL SPRINGS, FL 33065

Title: ( ) Delete  
Name:  
Address:  
City-St-Zip:

Title: ( ) Delete  
Name:  
Address:  
City-St-Zip:

**ADDITIONS/CHANGES:**

Title: MGRM (X) Change ( ) Addition  
Name: ELSNER, NEIL  
Address: 3300 UNIVERSITY DR STE 001  
City-St-Zip: CORAL SPRINGS, FL 33065

Title: MGRM (X) Change ( ) Addition  
Name: FALCONE, ART  
Address: 3300 UNIVERSITY DR STE 001  
City-St-Zip: CORAL SPRINGS, FL 33065

Title: MGRM ( ) Change (X) Addition  
Name: FALCONE, ROBERT  
Address: 3300 UNIVERSITY DRIVE  
City-St-Zip: CORAL SPRINGS, FL 33065 US

Title: MGRM ( ) Change (X) Addition  
Name: FALCONE, EDWARD  
Address: 3300 UNIVERSITY DRIVE  
City-St-Zip: CORAL SPRINGS, FL 33065 US

I hereby certify that the information supplied with this filing does not qualify for the for the exemption stated in Section 119.07(3)(l), Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: NEIL EISNER

MGRM

04/30/2004

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

**2003 FOR PROFIT CORPORATION  
UNIFORM BUSINESS REPORT (UBR)**

**FILED**  
**Apr 28, 2003 8:00 am**  
**Secretary of State**

04-28-2003 91 412 009 \*\*\*158.75

1100197 AV

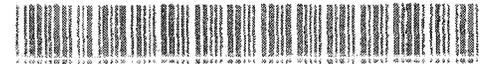
**DOCUMENT # P99000064448**

1. Entity Name  
**TRANSEASTERN HOMES, INC.**



Principal Place of Business  
**3300 UNIVERSITY DR.  
STE 001  
CORAL SPRINGS FL 33065**

Mailing Address  
**3300 UNIVERSITY DR.  
STE 001  
CORAL SPRINGS FL 33065**



2. Principal Place of Business  
Suite, Apt. #, etc.

3. Mailing Address  
Suite, Apt. #, etc.

City & State

City & State

Zip Country Zip Country

4. FEI Number **NOT APPLICABLE**

Applied For  
Not Applicable

5. Certificate of Status Desired  **\$8.75 Additional Fee Required**

6. Name and Address of Current Registered Agent

**POLIN, ALAN J  
3300 UNIVERSITY DR.  
CORAL SPRINGS FL 33065**

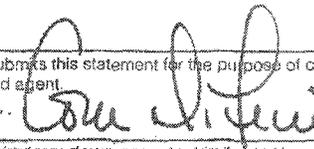
7. Name and Address of New Registered Agent

Name **CORA DiFiore**

Street Address (P.O. Box Number is Not Acceptable)  
**3300 University Dr Ste 001**

City **Coral Springs** FL Zip Code **33065**

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE  DATE **4-24-03**

Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating)

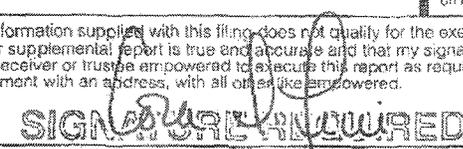
**FILE NOW!!! FEE IS \$150.00**  
After May 1, 2003 Fee will be \$550.00  
Make Check Payable to Florida Department of State

9. Election Campaign Financing Trust Fund Contribution.  **\$5.00 May Be Added to Fees**

10. OFFICERS AND DIRECTORS	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>D</b> <b>FALCONE, ARTHUR</b> <b>3300 UNIVERSITY DR STE 001</b> <b>CORAL SPRINGS FL 33065</b> <input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>D</b> <b>FALCONE, EDWARD</b> <b>3300 UNIVERSITY DR STE 001</b> <b>CORAL SPRINGS FL 33065</b> <input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>VPS</b> <b>DIFIORE, CORA</b> <b>3300 UNIVERSITY DR STE 001</b> <b>CORAL SPRINGS FL 33065</b> <input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>VP</b> <b>EISNER, NEIL</b> <b>3300 UNIVERSITY DR STE 001</b> <b>CORAL SPRINGS FL 33065</b> <input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>VP</b> <b>EVASILLS, JOHN</b> <b>3300 UNIVERSITY DR.</b> <b>CORAL SPRINGS FL 33065</b> <input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete

11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>VP</b> <b>JAN ICKOVIC</b> <b>3300 UNIVERSITY DR STE 001</b> <b>CORAL SPRINGS FL 33065</b> <input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition

12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE:  DATE **4-24-03**

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

CR2E08 (10/02)

ARTICLES OF INCORPORATION

P9900006448

Alan J. Polin, P.A.  
ATTORNEY AT LAW

July 12, 1999

VIA OVERNIGHT MAIL

Secretary of State of Florida  
Corporate Division  
The Capital  
409 E. Gaines Street  
Tallahassee, FL 32399

RE: *Articles of Incorporation of*  
*TRANSEASTERN HOMES, INC.*

400002929924--1  
-07/13/99--01049--005  
\*\*\*\*122.50 \*\*\*\*\*78.75

Gentlemen:

I am enclosing herewith an original and one copy of the Articles of Incorporation for TRANSEASTERN HOMES, INC. In addition, a check in the amount of \$122.50 is enclosed for the following fees:

Filing Fee	\$	35.00
Certified Copy		52.50
Registered Agent Designation		<u>35.00</u>
TOTAL		\$ <u>122.50</u>

Please file the original Articles of Incorporation and return the certified copy to me at the above address in the overnight envelope enclosed for that purpose. Please call me immediately if there is any problem with filing these Articles immediately as time is of the essence.

Your prompt attention to this matter would be appreciated. Thank you.

Very truly yours,

Alan J. Polin, P.A.

*Alan J. Polin / ecd*  
Alan J. Polin

FILED  
99 JUL 13 PM 4:38  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

AJP/ecd  
Enclosures

Admitted to Practice in Florida and New York

Coral Springs Financial Plaza  
3300 University Drive • Suite 601 • Coral Springs, FL 33065  
(954) 345-3408 • FAX (954) 345-3902

TS 7/20/99

without certificates unless the bylaws provide otherwise.

## ARTICLE XII

### Amendment of Articles

This corporation may amend its Articles of Incorporation at any time to add or change a provision that is required or permitted in the Articles of Incorporation or to delete a provision not required in the Articles of Incorporation. This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation. The power to adopt, alter, amend or repeal the Articles of Incorporation of this corporation shall be vested in the board of directors and approved by a majority of the shareholders entitled to vote as more specifically set forth in Sections 607.1002 and 607.1003, Florida Statutes.

## ARTICLE XIII

### Cumulative Voting

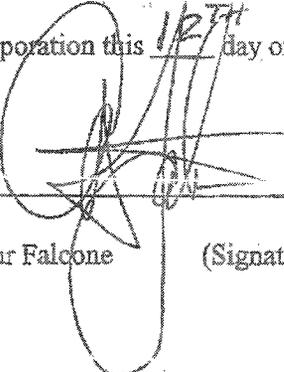
In any election of directors by the shareholders, each shareholder of record shall have the right to cumulate his shares and to give one candidate as many votes as the number of directors to be elected multiplied by the number of shares equals, or to distribute them on the same principle among as many candidates as he sees fit, provided however, that notice shall be given by any shareholder to the President or a Vice President of the corporation not less than twenty-four (24) hours before the time fixed for the holding of the meeting for the election of directors that he intends to cumulate his votes at such election. This right to vote cumulatively shall not be further restricted or qualified by any provision in the bylaws of the corporation.

## ARTICLE XIV

### Indemnification

The corporation may be empowered to indemnify any officer or director, or any former officer or director in the manner set out and provided for pursuant to the provision of Sections 607.0850, Florida Statutes.

IN WITNESS WHEREOF, the undersigned Incorporator(s) has/have executed these Articles of Incorporation this 12<sup>TH</sup> day of July, 1999.

  
\_\_\_\_\_  
Arthur Falcone (Signature/Incorporator) 7/12/99  
Date

*Having been named as registered agent and to accept service of process of the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all Statutes related to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

  
\_\_\_\_\_  
Alan J. Polin (Signature/ Registered Agent) 7/12/99  
Date

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FILED  
99 JUL 13 PM 4:38  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**2003 NOT-FOR-PROFIT CORPORATION  
UNIFORM BUSINESS REPORT (UBR)**

**FILED**  
**Sep 10, 2003 8:00 am**  
**Secretary of State**

09-10-2003 90064 011 \*\*\*\*61.25

0008890

<b>DOCUMENT # N02000007670</b>			
1. Entity Name <b>LIVE OAK PRESERVE ASSOCIATION, INC.</b>			
Principal Place of Business <b>3300 UNIVERSITY DRIVE CORAL SPRINGS FL 33065</b>		Mailing Address <b>3300 UNIVERSITY DRIVE CORAL SPRINGS FL 33065</b>	
2. Principal Place of Business		3. Mailing Address	
Suits, Apt. #, etc.		Suite, Apt. #, etc.	
City & State		City & State	
Zip		Country	
Country		Country	
4. FEI Number		<input checked="" type="checkbox"/> Applied For <input type="checkbox"/> Not Applicable	
5. Certificate of Status Desired		<input type="checkbox"/> \$8.75 Additional Fee Required	
6. Name and Address of Current Registered Agent		7. Name and Address of New Registered Agent	
<b>BERGER, JAMES L 350 EAST LAS OLAS BLVD SUITE 1000 FORT LAUDERDALE FL 33301</b>		Name Street Address (P.O. Box Number is Not Acceptable) City <b>FL</b> Zip Code	
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.			
SIGNATURE _____ DATE _____ <small>Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating)</small>			
<b>FILE NOW: FEE IS \$61.25 After September 10, 2003, min will be \$236.25</b>		9. Election Campaign Financing Trust Fund Contribution <input type="checkbox"/> <b>\$5.00</b> May Be Added to Fees	
		<b>Make Check Payable to Florida Department of State</b>	
10. OFFICERS AND DIRECTORS		11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
		<b>President Robert Kreeff 3300 University Dr Coral Springs, FL 33065</b>	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
		<b>Director Cora Di Fiore 3200 University Drive Coral Springs FL 33065</b>	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition
		<b>V. President Lauren Arcara 3300 University Drive Coral Springs FL 33065</b>	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other fees empowered.			
SIGNATURE: <b>SIGNATURE</b>		Date: <b>9-08-03</b>	
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR		Daytime Phone #: <b>954 346-9700</b>	

CREDIT (4/03)