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1912-1985

To: Peegen Hanrahan, Mayor
Craig Lowe, City Commissioner
Scherwin Henry, City Commissioner
Jeanna Mastrodicasa, City Commissioner
Ed Braddy, City Commissioner
Jack Donovan, City Commissioner
Rick Bryant, City Commissioner
Russ Blackburn, City Manager
Marion J. Radson, City Attorney
Thomas Saunders, Community Development Director

2007 APR -2 PM 3:34

From: Jonathan F. Wershow, Esquire

Date: April 2, 2007

RE: Alamar Gardens Mobile Home Park

I represent the Biltmore Corporation of Gainesville, a local developer, whose President is John Pla, who has applied for a change in zoning and land use for property currently containing Alamar Gardens Mobile Home Park. The application requests a change in zoning from RM to MU-2 and a change in land use from Residential Medium Density to Mixed-Use Medium-Intensity. Your planning staff recommended approval of these changes. Then your planning board unanimously recommended approval of the change in zoning and the change in land use. As the attorney for the Biltmore Corporation, I would like to provide you information on how this developer has proceeded with this project.

1. The Biltmore Corporation has been open and clear about its intentions.

The Alamar Gardens property was recently voluntarily annexed into the city of Gainesville. When the representatives of Biltmore Corporation met on several occasions with city officials, including city manager Russ Blackburn, Karen Snyder, Tom Saunders, Ralph Hilliard, Onelia Lazarri, and staff from numerous city departments to discuss voluntary annexation into the city of Gainesville, it was consistently made clear that Alamar Gardens Mobile Home Park would be closed in order to develop the property for other use- a mixture of residential and commercial use. Encouragement to proceed with the voluntary annexation was given with the understanding that these changes would be made. City staff noted that these plans are consistent with the opportunity to develop an urban village long desired by the city, county, and the University of Florida. When the required Neighborhood Meeting was held, the intention to close Alamar Gardens Mobile Home Park and convert the use of the property to mixed use was fully discussed and made clear.

2. The requirement of demonstrating the availability of alternative housing has been met. Local mobile home parks and apartment complexes were surveyed by the developer's staff for this purpose. This report has been verified by city staff. (A copy of this survey is attached as Exhibit #1.)
3. The Biltmore Corporation has been generous and considerate in its dealings with Alamar Gardens residents and has provided them with benefits far beyond those required by law:
 - (a) The developer is paying for the costs of moving mobile homes, permit fees, utility hook-ups and inspections, set-ups, and housing accommodations for mobile home owners for the time period they are being moved. (A copy of the moving agreement is attached as Exhibit #2.)
 - (b) For those residents whose mobile homes cannot be moved because of age or condition, the developer is providing two options: (1) The developer will buy the mobile home from the resident who will abandon the unit. (A copy of this agreement is attached as Exhibit #3.) (2) The developer will buy the older mobile home and sell a newer mobile home to the resident at a greatly reduced price. The developer will finance the purchase for three years, with zero percent interest and no money down. (A copy of this agreement is attached as Exhibit #4.) The developer will also pay for moving the newer mobile home as discussed in (a) above.
 - (c) By negotiating with other mobile home parks, the developer's Alamar Gardens staff has arranged for Alamar Gardens residents to receive additional benefits. Lamplighter Mobile Home Park is offering several different packages of benefits with a maximum benefit package worth \$4,720.00. (A copy of their benefit offers is attached as Exhibit #5.) Oak Park Mobile Home Park is offering a \$3,000.00 check to new residents from Alamar Gardens, which is to be used to make any necessary improvements to meet Oak Park standards. Any amount remaining after improvements are made can be kept by the new tenant.
 - (d) For tenants renting mobile homes, the developer will allow them to extend their leases, which all end in May, 2007, until September 1, 2007 with a clause that allows tenants (but not the landlord) to terminate their lease with 10 days written notice to the landlord. This policy allows tenants time to find new rental accommodations while also allowing them to terminate their lease early when they have located acceptable housing. Alamar Gardens staff will visit the sites named in our survey to become familiar with the properties and to inquire about possible rental incentives. They will then offer to meet with Alamar Gardens tenants to share this information.
 - (e) The Biltmore Corporation has provided or arranged for these tenant benefits not only because it facilitates the process, but also because it is the right thing to do. As a result of the developer's efforts made on the behalf of Alamar Gardens residents, there has been an absence of opposition to this project from Alamar Gardens residents. In fact, twenty-five (25) of the park's fifty (50) mobile home owners have already signed agreements. Fourteen (14) of these have already moved their mobile homes, and another four (4) have abandoned their mobile homes.

Summary

The Biltmore Corporation of Gainesville has been open and clear about its intentions, has met the requirement of demonstrating the availability of alternative housing, and has been generous with Alamar Gardens residents.

It is my understanding that this matter have been placed on the agenda for your April 9, 2007 meeting. We look forward to presenting our requests to you at that time.

MOBILE HOME PARK AVAILABILITY

Mobile Home Park	Available Lots	Lot Rental Range
Lamplighter	37 *	\$230
Oak Park Village	7 *	\$233-\$243
Arredondo Farms	100 **	\$241-\$249
Kanapaha Highlands	3	\$275-\$400
Progress MH Park	40	\$300
Total	187	Range: \$230-\$400

All of these Mobile Home Parks are within the City of Gainesville or the Urban Services Boundary. Three of these parks are located on an RTS Bus Route.

*Total includes lots which have already been leased by Alamar Gardens tenants.

**These lots are platted but not currently cleared and ready for relocation.

EXHIBIT #2

AGREEMENT

This Agreement is entered into this _____ day of _____, 2007 by and between ALAMAR GARDENS, LLC., hereinafter referred to as "Alamar" and _____, the mobile home owner, hereinafter referred to as "Owner."

WHEREAS, Owner has legal title to a mobile home located on Lot # _____ in the mobile home park known as Alamar Gardens, 4400 SW 20th Avenue, Gainesville, Florida. The more particular identification of this mobile home is as follows:

1. Vehicle Identification Number: _____
2. Manufacturer: _____
3. Make: _____
4. Year: _____

WHEREAS, Owner is desirous of moving this Mobile Home from its present location; and

WHEREAS, Alamar is desirous of assisting Owner in moving his/her Mobile Home.

NOW THEREFORE in consideration of \$10.00 and other valuable consideration the parties agree as follows:

1. Owner agrees to vacate Alamar Gardens Park with all of his/her personal possessions, including the Mobile Home, within _____ days of the execution of this Agreement. Anything left on the lot after that date will be the sole property of Alamar and Alamar will have the right to dispose of it in any way Alamar so chooses.

2. Owner and Alamar agree that the existing lease for the above described lot is terminated effective _____ days from the date of the execution of this Agreement.

3. As an additional inducement for Owner to execute and sign this Agreement, Alamar agrees to provide moving and set up and plumbing and electrical connection costs to enable Owner to move the Mobile Home to a mobile home park or local private lots within Alachua County, Florida. These moving and set up costs will be paid by Alamar directly to the company or business moving the

Mobile Home pursuant to a contract between Alamar and the company or business moving the Mobile Home. These costs shall not exceed the sum of \$_____.

4. Alamar has entered into an Agreement with _____ mobile home park. That park will also provide benefits to Owner provided that Owner moves his/her mobile home into that mobile home park. Those benefits are described in Exhibit #1 which is attached and made part of this Agreement. This paragraph is inapplicable unless it is signed by both parties.

Alamar

Owner

Owner

5. Time is of the essence as to all matters provided for in this Agreement.

6. Owner agrees and understands that by executing this Agreement he/she agrees to accept the benefits provided by this Agreement instead of any benefits to which he/she would otherwise be entitled under the Florida Mobile Home Relocation Corporation or under the Florida Mobile Home Act, Chapter 723, Florida Statutes. Owner will not be entitled to any benefits under the Florida Mobile Home Relocation Corporation or under the Florida Mobile Home Act, Chapter 723, Florida Statutes if he/she executes this Agreement.

7. The parties agree that the terms and conditions of this Agreement shall be governed by the laws of the State of Florida and the parties agree to intentionally and knowingly waive their rights to a jury trial.

8. This Agreement constitutes the entire Agreement between the parties, and any changes, amendments or modification hereof shall be null and void unless same are reduced to writing and signed by the parties hereto.

9. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrator, successors, and assigns of the parties hereto. Whoever

used the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

10. In the event any party hereto should default in the performance of any of the terms and conditions hereof, and it becomes necessary, in the opinion of the party free from fault, to place this Contract in the hands of an attorney for enforcement or suit is brought on same, the defaulting party hereby agrees to pay all costs, charges and expenses of same, including a reasonable attorney's fee.

WITNESS their hands and seals this _____ day of _____, 2007.

Signed, Sealed and Delivered
in Our Presence as Witnesses:

ALAMAR GARDENS, LLC

WITNESS their hands and seals this _____ day of _____, 2007.

Signed, Sealed and Delivered
in Our Presence as Witnesses:

OWNER

OWNER

EXHIBIT #3

AGREEMENT

This Agreement is entered into this ____ day of _____, 2007 by and between ALAMAR GARDENS, LLC., hereinafter referred to as "Alamar" and _____, the mobile home owner, hereinafter referred to as "Owner."

WHEREAS, Owner has legal title to a mobile home located on Lot # _____ in the mobile home park known as Alamar Gardens, 4400 SW 20th Avenue, Gainesville, Florida. The more particular identification of this mobile home is as follows:

1. Vehicle Identification Number: _____
2. Manufacturer: _____
3. Make: _____
4. Year: _____

WHEREAS, Owner is desirous of selling the aforementioned mobile home because it cannot be removed from its present location because of its condition and Owner would like to abandon it at its present location; and

WHEREAS, Alamar is desirous of purchasing the mobile home from Owner.

NOW THEREFORE in consideration of \$10.00 and other valuable consideration the parties agree as follows:

1. Owner agrees to sell and Alamar agrees to purchase the above described mobile home pursuant to the Bill of Sale attached to and made a part of this Agreement.
2. Owner agrees to not disclose the purchase price as set forth in the Bill of Sale and agrees that the purchase price is confidential and can not be disclosed to any third party without the written consent of Alamar.
3. Owner agrees to vacate the mobile home with all of his/hers personal possessions within _____ days of the execution of this Agreement. Anything left in the mobile home or

on the lot after that date will be the sole property of Alamar and Alamar will have the right to dispose of it in any way Alamar chooses.

4. Owner and Alamar agree that the existing lease for the above described lot is terminated effective _____ days from the date of the execution of this Agreement.

5. Owner agrees and understands that by executing this Agreement he/she agrees to accept the benefits provided by this Agreement instead of any benefits to which he/she would otherwise be entitled under the Florida Mobile Home Relocation Corporation or under the Florida Mobile Home Act, Chapter 723, Florida Statutes. Owner will not be entitled to any benefits under the Florida Mobile Home Relocation Corporation or under the Florida Mobile Home Act, Chapter 723, Florida Statutes if he/she executes this Agreement.

6. Time is of the essence as to all matters provided for in this Agreement.

7. The parties agree that the terms and conditions of this Agreement shall be governed by the laws of the State of Florida and the parties agree to intentionally and knowingly waive their right to a jury trial.

8. This Agreement constitutes the entire Agreement between the parties, and any changes, amendments or modification hereof shall be null and void unless same are reduced to writing and signed by the parties hereto.

9. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrator, successors, and assigns of the parties hereto. Whoever used the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

10. In the event any party hereto should default in the performance of any of the terms and conditions hereof, and it becomes necessary, in the opinion of the party free from fault, to place

this Contract in the hands of an attorney for enforcement or suit is brought on same, the defaulting party hereby agrees to pay all costs, charges and expenses of same, including a reasonable attorney's fee.

WITNESS their hands and seals this _____ day of _____, 2007.

Signed, Sealed and Delivered
in Our Presence as Witnesses:

ALAMAR GARDENS, LLC

WITNESS their hands and seals this _____ day of _____, 2007.

Signed, Sealed and Delivered
in Our Presence as Witnesses:

OWNER

OWNER

BILL OF SALE A

KNOW ALL MEN BY THESE PRESENTS, That _____

_____, of Gainesville, in the County of Alachua and State of Florida, hereinafter referred to as "Owner", of the first part, for and in consideration of the sum of \$_____, lawful money of the United States, to him/her paid by ALAMAR GARDENS, LLC, of Gainesville, Alachua County, Florida, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, the following goods and chattels,

Vehicle Identification Number: _____

Manufacturer: _____

Make: _____

Year: _____

TO HAVE AND TO HOLD the same unto the said party of the second part forever.

And he/she does covenant to and with the said party of the second part that he is the lawful owner of the said goods and chattels; that they are free from all incumbrance; that he has good right to sell the same as aforesaid, and that he will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, he has hereunto set his hand and seal the ____ day of _____, 2007.

Signed, Sealed and Delivered
in Our Presence as Witnesses:

OWNER

OWNER

EXHIBIT #4

AGREEMENT

This Agreement is entered into this ____ day of _____, 2007 by and between ALAMAR GARDENS, LLC., hereinafter referred to as "Alamar" and _____, the mobile home owner, hereinafter referred to as "Owner."

WHEREAS, Owner has legal title to a mobile home located on Lot # _____ in the mobile home park known as Alamar Gardens, 4400 SW 20th Avenue, Gainesville, Florida. The more particular identification of this mobile home is as follows:

1. Vehicle Identification Number: _____
2. Manufacturer: _____
3. Make: _____
4. Year: _____

For purposes of this Agreement this mobile home will be referred to as "Mobile Home A"

WHEREAS, Owner is desirous of selling "Mobile Home A" because it can not be removed from its present location due to its condition and Owner would like to abandon it at its present location; and

WHEREAS, Alamar is desirous of purchasing "Mobile Home A" from Owner: and

WHEREAS, Owner wants to purchase from Alamar a different mobile home, and Alamar has agreed to sell to Owner the mobile home which is described as follows:

1. Vehicle Identification Number: _____
2. Manufacturer: _____
3. Make: _____
4. Year: _____

For Purposes of this Agreement this mobile home will be referred to as "Mobile Home B."

NOW THEREFORE in consideration of \$10.00 and other valuable consideration the parties agree as follows:

1. Owner agrees to sell and Alamar agrees to purchase "Mobile Home A" pursuant to "Bill of Sale A" attached to and made a part of this Agreement.

2. Alamar agrees to sell and Owner agrees to purchase "Mobile Home B" pursuant to "Bill of Sale B", attached to and made a part of this Agreement.

3. The aforementioned Mobile Homes are being sold "AS IS AND WITH ALL FAULTS". There are no warranties, either express or implied as to their fitness for any particular purpose or use being made by either Alamar or the Owner.

4. Owner agrees not to disclose the purchase price as set forth in the two Bills of Sale and agrees that the purchase prices are confidential and cannot be disclosed to any third party without the written consent of Alamar.

5. Owner agrees to vacate Mobile Home A with all of his/her personal possessions within _____ days of the execution of this Agreement. Anything left in the mobile home or on the lot after that date will be the sole property of Alamar and Alamar will have the right to dispose of it in any way Alamar so chooses.

6. Owner and Alamar agree that the existing lease for the above described lot is terminated effective _____ days from the date of the execution of this Agreement.

7. As an additional inducement for Owner to execute and sign this Agreement, Alamar agrees to provide moving, and set up and plumbing and electrical connection costs to enable Owner to move Mobile Home B to a mobile home park or local private lots within Alachua County, Florida. These moving and set up costs will be paid by Alamar directly to the company or business moving Mobile Home B pursuant to a contract between Alamar and the company or business moving Mobile Home B. These costs shall not exceed the sum of \$ _____.

8. Alamar has entered into an Agreement with _____ mobile home park. That park will also provide benefits to Owner provided that Owner moves Mobile Home

B into that mobile home park. Those benefits are described in Exhibit #1 which is attached and made part of this Agreement. This paragraph is inapplicable unless it is signed by both parties.

Alamar

Owner

Owner

9. Owner agrees and understands that by executing this Agreement he/she agrees to accept the benefits provided by this Agreement instead of any benefits to which he/she would otherwise be entitled under the Florida Mobile Home Relocation Corporation or under the Florida Mobile Home Act, Chapter 723, Florida Statutes. Owner will not be entitled to any benefits under the Florida Mobile Home Relocation Corporation or under the Florida Mobile Home Act, Chapter 723, Florida Statutes if he/she executes this Agreement.

10. Time is of the essence as to all matters provided for in this Agreement.

11. The parties agree that the terms and conditions of this Agreement shall be governed by the laws of the State of Florida and the parties agree to intentionally and knowingly waive their rights to a jury trial.

12. This Agreement constitutes the entire Agreement between the parties, and any changes, amendments or modification hereof shall be null and void unless same are reduced to writing and signed by the parties hereto.

13. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrator, successors, and assigns of the parties hereto. Whoever used the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

14. In the event any party hereto should default in the performance of any of the terms and conditions hereof, and it becomes necessary, in the opinion of the party free from fault, to place

this Contract in the hands of an attorney for enforcement or suit is brought on same, the defaulting party hereby agrees to pay all costs, charges and expenses of same, including a reasonable attorney's fee.

WITNESS their hands and seals this ____ day of _____, 2007.

Signed, Sealed and Delivered
in Our Presence as Witnesses:

ALAMAR GARDENS, LLC

WITNESS their hands and seals this ____ day of _____, 2007.

Signed, Sealed and Delivered
in Our Presence as Witnesses:

OWNER

OWNER

BILL OF SALE A

KNOW ALL MEN BY THESE PRESENTS, That _____

_____, of Gainesville, in the County of Alachua and State of Florida, hereinafter referred to as "Owner", of the first part, for and in consideration of the sum of \$_____, lawful money of the United States, to him/her paid by ALAMAR GARDENS, LLC, of Gainesville, Alachua County, Florida, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, the following goods and chattels,

Vehicle Identification Number: _____

Manufacturer: _____

Make: _____

Year: _____

TO HAVE AND TO HOLD the same unto the said party of the second part forever.

And he/she does covenant to and with the said party of the second part that he is the lawful owner of the said goods and chattels; that they are free from all incumbrance; that he has good right to sell the same as aforesaid, and that he will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, he has hereunto set his hand and seal the _____ day of _____, 2007.

Signed, Sealed and Delivered
in Our Presence as Witnesses:

OWNER

OWNER

BILL OF SALE, CONDITIONAL B

KNOW ALL MEN BY THESE PRESENTS, That ALAMAR GARDENS, LLC, of the County of Alachua and State of Florida, hereinafter referred to as "Alamar", for and in consideration of the sum of _____ Dollars (\$_____, lawful money of the United States, to him paid by _____, hereinafter referred to as "Owner", of the County of Alachua and State of Florida, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and delivered unto said Owner, their successors, heirs, executors, administrators and assigns forever, the following Mobile Home, to-wit:

Vehicle Identification Number: _____

Manufacturer: _____

Make: _____

Year: _____

TO HAVE AND TO HOLD the same unto the said Owner, their successors, heirs, executors, administrators and assigns forever.

And, Alamar does for it and its successors, heirs, executors, administrators and assigns, covenant to and with Owner, their successors, heirs, executors, administrators and assigns, that it is the lawful owner of the said Mobile Home; that it is free from all encumbrances; that it has good right and lawful authority to sell the same as aforesaid, and that it will warrant and defend the sale of the said Mobile Home hereby made, unto Owner, their successors, heirs, executors, administrators and assigns, against the lawful claims and demands of all persons whomsoever.

PROVIDED, HOWEVER, that this bill of sale is made upon this express condition and with this proviso, to-wit: that Owner, their successors, heirs, executors, administrators or assigns, shall pay to the said party of the first part, his successors, heirs, executors or assigns, the sum of

\$ _____, as evidenced by a certain promissory note for said sum, of even date herewith, made by the Owner to Alamar according to the true intent and meaning thereof; then and in that event this bill of sale to be in full force and effect; otherwise to be null and void and of no effect.

If all of any part of the Property or an interest therein is sold or transferred by Owner without Alamar's prior written consent, excluding a transfer by devise, descent or by operation of law upon the death of a joint tenant, Alamar may, at its option, declare all the sums secured by this Conditional Bill of Sale to be immediately due and payable.

If Alamar exercises such option to accelerate, it shall mail the parties of the Owner notice of acceleration. Such notice shall provide a period of not less than 15 days from the date the notice is mailed within which Owner may pay the sums declared due. If Owner fails to pay such sums prior to the expiration of such period, Alamar may, without further notice or demand on Owner, invoke any remedies permitted by this Bill of Sale.

IN WITNESS WHEREOF, he has hereunto set his hand and seal the _____ day of _____, 2007.

Signed, Sealed and Delivered
in Our Presence as Witnesses:

ALAMAR GARDENS, LLC

PROMISSORY NOTE

\$ _____ Gainesville, Florida _____, 2007

FOR VALUE RECEIVED the undersigned promises to pay to the order of ALAMAR GARDENS, LLC, the principal sum of _____ Dollars (\$ _____) with interest at the rate of zero percent (0%) per annum. The \$ _____ is to be repaid in Lawful Money of the United States, such principal sum shall be payable in installments as follows:

Monthly payments of \$ _____ commencing on the _____ day of _____, 2007 and continuing on the _____ day of each month thereafter until paid in full.

Such installment payments shall be applied to a reduction of the principal indebtedness.

The makers and endorsers of this note further agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection herein, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. All payments hereunder shall bear interest at the rate of zero percent (0%) per annum from maturity until paid. Upon default in the payment of principal when due, the principal remaining unpaid shall, at the option of the holders, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

Payable at:

Alamar Gardens, LLC
4907 NW 43rd Street, Suite F
Gainesville, Florida 32606

_____(SEAL)

_____(SEAL)

Lamplighter Wants YOU!



Lamplighter would like to offer you a "Sweet Deal" for moving your home into the Community!

We have MANY Deals for you to choose from:

Move your home in by March 1, 2007

Deal #1: *18 months of FREE SITE RENT –
given every other month

(Example: FREE March, you pay April, FREE May, you pay June, FREE July, etc...).

**Total Value
\$4220!**

Deal #2: *15 consecutive months of FREE SITE RENT
That's FREE SITE RENT UNTIL MAY 2008!!!

**Total Value
\$3505!**

Deal #3: *\$99 Site Rent per month for 24 months
(site rent returns to regular amount beginning month 25)

**Total Savings
\$3244!**



Move your home in by May 1, 2007

Deal #5: *\$99 Site Rent per month for 18 months
(site rent returns to regular amount beginning month 19)

**Total Savings
\$2438!**

Deal #4: *12 months of FREE SITE RENT

**Total Value
\$2810!**

Move your home in by July 1, 2007

Deal #6: *8 months of FREE SITE RENT

**Total Value
\$1880**

Deal #7: *\$99 Site Rent per month for 12 months
(site rent returns to regular amount beginning month 13)

**Total Savings
\$1632!**

***All plans require 3-year land lease and lot must be occupied by your home on the dates specified to qualify for all deals.**

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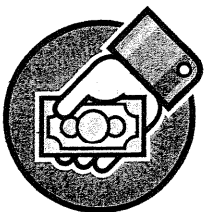
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- AND -

With ALL DEALS
We will SKIRT your home
for FREE!!!

***That's an
additional \$500
VALUE!!!***

Please call Larry at 352-372-4207



to 'grab' your DEAL
before it's too late!