20250052902
THIS DOCUMENT HAS BEEN RECORDED
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LEON COUNTY FL
BK: 6101 PG:753, Page 1 of 3
09/26/2025 at 10:24 AM,

GWEN MARSHALL, CLERK OF COURTS

Monument Maintenance Contract
Bull Run Units' HOAs

This contract is made and entered into on August 21, 2025 by and between Bu HOA, Inc. (BRU1); Bull Run Unit 2 HOA, Inc. (BRU2); Stone Mill HOA, Inc. (BRU3); Bull Run Unit 4 HOA, Inc. (BRU4); Bull Run Unit 5 HOA, Inc. (BRU5); and Bull Run Unit 6 HOA, Inc. (BRU6). (collectively, "the Units")

Whereas: There are two "Bull Run" monuments (pergolas with signs) not located on any Bull Run Unit common area; one near the Walmart truck service entrance (Main Monument) and the other on the Chancellorsville Drive traffic circle (Circle Monument). These two monuments are quite similar to one another. (collectively, "the Monuments")
Whereas: Each of the Monuments will require occasional maintenance to preserve their appearance; typically every 10 -12 years.
Whereas: This maintenance contract is completely separate from the landscaping contract(s) for maintaining the common areas of each unit or the areas surrounding the Monuments.

Now, therefore, in consideration of the mutual covenants and promises hereinafter set forth, the Units hereto agree as follows,

1. Maintenance Needed
Maintenance of the Monuments will be deemed necessary when:
1) the majority of the six current presidents of the Units or
2) the presidents, whose units represent a combined total of at least 285 of the 474 lots/residences, agree that the appearance and/or structure of one or both monuments are in need of improvement.

Maintenance may be in the form of repainting/replacing the "Bull Run oval sign" mounted on the pergola, restaining/repainting the wooden portions of the pergola, and/or reconstructing/replacing any of the wooden portions of the pergola.

2. Maintenance Requests for Quote
A minimum of three (3) quotes shall be obtained for any of the maintenance needs of either or both monuments. Each Unit shall pay their respective share of the accepted maintenance quote, based on the percentages found in Section 3. "Maintenance Cost Sharing". Invoicing by the service provider(s) shall reflect this requirement. The minimum quote may not necessarily be accepted by the six (6) current presidents. The majority of the six (6) presidents shall agree on the accepted quote.

3. Maintenance Cost Sharing
The total cost of the accepted quotes for maintenance of the Monuments will be split among the six (6) units on the basis of the number of homes/lots in each unit as a proportion of the combined total of 474 residences/lots in the six units.
3a. BRU1 with 78 lots/residences equals 16.5%
3b. BRU2 with 87 lots/residences equals 18.4%
3c. BRU3 with 36 lots/residences equals 7.6%
3d. BRU4 with 107 lots/residences equals 22.6%
3e. BRU5 with 125 lots/residences equals 26.3% (rounded down)
3f. BRU6 with 41 lots/residences equals 8.6%
3g. Total percentage equals 100.0%

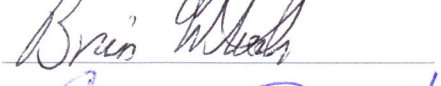
4. Maintenance Timing
The maintenance on the Monuments should be conducted at a time when the costs shall be comprehended in an annual budget. Typically, bids shall be obtained in the September-October time frame of any year so that a budget for the following year may be approved at an annual HOA meeting in the November-December time frame for each unit.

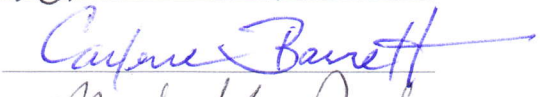
5. Term of Contract
The term of this Contract shall commence on November 1, 2025 and shall continue in full force and effect as long as both the Monuments exists and/or as long as all six (6) Bull Run HOAs exist, whichever is shorter.

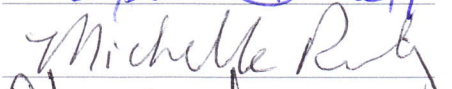
6. Miscellaneous Provisions
6a. Applicable Law: This contract shall be construed under and in accordance with the laws of Florida, and all obligations of the parties created under this contract are performable in Leon County, Florida.
6b. Parties Bound: This Contract shall be binding on and inure to the benefit of the Units and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Contract.
6c. Legal Construction: In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
6d. Prior Contracts Superseded: This Contract constitutes the sole and only Contract of the parties with respect to maintenance of the Main Monument and Circle Monument and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.
6e. Amendments: This Contract may be amended by the parties only by a written Instrument. Any party by giving 90 days written notice may ask that a new Contract be written.
6f. Attorney's Fees: If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party(ies) shall be entitled to reasonable attorney's fees and costs of litigation, as well as, such other relief as may be determined by the court or tribunal.

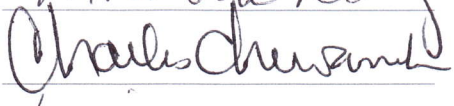
7. Signature of Current President
This Contract shall be signed on behalf of:

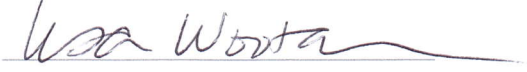
BRU1 by Phillip J. Ross:

BRU2 by Brian Wheeler: 

BRU3 by Carlene Barrett: 

BRU4 by Michelle Riley: 

BRU5 by Charles Chervanik: 

BRU6 by Lisa Wootan: 

FL Acknowledgement Notary Certificate

Document Name: Monument Maintenance Contract Bull Run Units' HOAs

State of Florida
County of Leon

On 09/26/2025 (date), before me, Amber C. Balbosa (Notary name), a notary public, personally appeared by physical presence, Phillip J. Ross who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the attached Monument Maintenance Contract Bull Run Units' HOAs instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the persons or entity upon behalf of which the person acted executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State listed above that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Personally known ____ OR

Produced identification ✓ Type of identification produced: Driver's License

Amber C. Balbosa

(Signature of notary public)

My commission expires: Nov. 30, 2026

NOTARY PUBLIC

AMBER C. BALBOSA
Notary Public, State of Florida
Commission# HH 337055
My comm. expires Nov. 30, 2026

Official Seal