

DATE11/27/2007

Columbia County Building Permit

PERMIT000026451

This Permit Expires One Year From the Date of Issue

APPLICANTMIKE LUSSIER

PHONE758-7522

ADDRESS757SW SR 247

LAKE CITYFL32025

OWNERNILESH & RUPAL PATEL

PHONE754-5969

ADDRESS442NW FAIRWAY DRIVE

LAKE CITYFL32024

CONTRACTORADVANTAGE POOLS

PHONE758-7522

LOCATION OF PROPERTY90W. TR ON COMMERCE.GOES INTO FAIRWAY DR.,TL ON CLUB VIEW

CIRCLE. 4TH ON LEFT

TYPE DEVELOPMENTSWIMMING POOL

ESTIMATED COST OF CONSTRUCTION67000.00

HEATED FLOOR AREATOTAL AREAHEIGHTSTORIES

FOUNDATIONWALLSROOF PITCHFLOOR

LAND USE & ZONINGRSF-2

MAX. HEIGHT

Minimum Set Back Requirments:STREET-FRONT25.00

REAR15.00SIDE10.00

NO. EX.D.U.1

FLOOD ZONEN/A

DEVELOPMENT PERMIT NO.

PARCEL ID26-3S-16-02309-028

SUBDIVISIONFAIRWAY VIEW

LOT1

BLOCK

PHASE

UNIT

TOTAL ACRES

CPC1456754

Culvert Permit No.

Culvert Waiver

Contractor's License Number

Applicant/Owner/Contractor

EXISTINGX07-446

BK

JH

N

Driveway Connection

Septic Tank Number

LU & Zoning checked by

Approved for Issuance

New Resident

COMMENTS: NOC ON FILE

Check # or Cash1066

FOR BUILDING & ZONING DEPARTMENT ONLY

(footer/Slab)

Temporary Power

Foundation

Monolithic

date/app. by

date/app. by

date/app. by

Under slab rough-in plumbing

Slab

Sheathing/Nailing

date/app. by

date/app. by

date/app. by

Framing

Rough-in plumbing above slab and below wood floor

date/app. by

date/app. by

Electrical rough-in

Heat & Air Duct

Peri. beam (Lintel)

date/app. by

date/app. by

date/app. by

Permanent power

C.O. Final

Culvert

date/app. by

date/app. by

date/app. by

M/H tie downs, blocking, electricity and plumbing

Pool

date/app. by

date/app. by

Reconnection

Pump pole

Utility Pole

date/app. by

date/app. by

date/app. by

M/H Pole

Travel Trailer

Re-roof

date/app. by

date/app. by

date/app. by

BUILDING PERMIT FEE \$335.00

CERTIFICATION FEE \$0.00

SURCHARGE FEE \$0.00

MISC. FEES \$0.00

ZONING CERT. FEE \$50.00

FIRE FEE \$0.00

WASTE FEE \$

FLOOD DEVELOPMENT FEE \$

FLOOD ZONE FEE \$

CULVERT FEE \$

TOTAL FEE385.00

INSPECTORS OFFICE

CLERKS OFFICE

NOTICE: IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT, THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIES, OR FEDERAL AGENCIES.

"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

This Permit Must Be Prominently Posted on Premises During Construction

PLEASE NOTIFY THE COLUMBIA COUNTY BUILDING DEPARTMENT AT LEAST 24 HOURS IN ADVANCE OF EACH INSPECTION. IN ORDER THAT IT MAY BE MADE WITHOUT DELAY OR INCONVENIENCE, PHONE 758-1008. THIS PERMIT IS NOT VALID UNLESS THE WORK AUTHORIZED BY IT IS COMMENCED WITHIN 6 MONTHS AFTER ISSUANCE.

The Issuance of this Permit Does Not Waive Compliance by Permittee with Deed Restrictions.

SECTION XV. Florida Building Code

15.01 I have received a copy of The Residential Swimming pool Safety Act 515 and Safety Barrier Guidelines for Home Pools.

15.02 Construction Industries Recovery Fund: Payment may be made available from the construction industries recovery fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida Law by a state-licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address: 1940 North Monroe Street, Tallahassee, FL 32399-1039 Phone 850-487-1395

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID-IN-FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

Customer _____

Date 11-15-07

SECTION VI. Equipment

- 6.01 Seller reserves the right, without notice, to substitute any of the accessories and equipment agreed upon, for comparable equipment or accessories of equal quality or better, having at least the same functionality, usability and utility.

SECTION VII. Obligations of Customer and Exclusions by Seller

- 7.01 Customer is responsible for providing Seller with accurate information regarding utilities, telephone lines and any other objects which might obstruct pool construction and supervision.
- 7.02 Customer warrants that he is familiar with the location of his property lines and that the pool site herein agreed upon is within said property lines. Any necessary zoning variances, easement waivers, or association permits are the responsibility solely of the Customer.
- 7.03 Dirt or foreign objects in the pool, which are not the result of Seller's actions, will not be the responsibility of Seller.
- 7.04 Customer shall provide Seller with adequate access and a site free of debris or obstacles prior to the start of the work and Customer agrees to pay Seller for all additional costs incurred as a result of Customer's failure to so provide.
- 7.05 Seller is not responsible for damage to patios, driveways, lawns, trees, shrubs, plants, fences, sprinkler systems or sewers which results from normal ingress and egress to the job site by trucks and equipment.
- 7.06 In the event access through adjacent properties is necessary for the installation work, Customer is responsible for obtaining written permission for such use from the owner(s) of said property, and Customer agrees to accept all risks thereof and to hold Seller harmless.
- 7.07 It shall be the responsibility of the Customer to furnish any water, power or utility necessary to construct said pool at said location.
- 7.08 Customer is responsible, over and above the agreed price, for the cost of installing extra circuit(s) in Customer's electrical panel box and/or removing or replacing overhead wires to comply with existing Codes.
- 7.09 Customer is responsible for any damage to any part of the swimming pool by irrigation water, vandals, or any other persons or things not within the control of Seller, during the construction of the pool. Customer is responsible for any pool equipment or appurtenances subject to this agreement which are removed or stolen after delivery to the job site.
- 7.10 In the event Seller encounters excessive ground water, abnormal ground or soil conditions, unexpected or man-made obstacles, Seller will inform Customer of such conditions and provide Customer with an estimate of the additional costs associated therewith, including any other additional equipment needed to complete excavation. Said additional costs will be the responsibility of the Customer.
- 7.11 Seller is not responsible for re-landscaping Customer's yard or providing additional dirt to accommodate Customer's landscape or design plans.
- 7.12 Customer agrees to take all responsibility for excess dirt left on site at Customer's request.
- 7.13 Customer agrees to take all responsibility for cost of relocating, replacement, or repair of all underground obstructions encountered during construction of his pool.
- 7.14 Seller reserves the right to cancel agreement if excessive muck or unstable soil conditions are found at time of excavation. Customer will pay Seller cost incurred to that point. Seller will provide itemized list and receipts for said costs.

SECTION VIII. Title and Agreement Enforcement

- 8.01 Seller reserves the right to title of merchandise and equipment described in agreement until paid for in full by Customer.
- 8.02 Should service of an attorney be required by the Seller for the enforcement of any provision of this agreement including but not limited to anticipatory breach of this agreement or failure to pay any of the sums required hereby or alternatively arising out of any claim made against the Seller by Customer, then, in such event, if the Seller is successful in the recovery of any such sums or does successfully avoid any of the relief sought by the Customer against Seller, then Customer agrees to pay reasonable attorneys fees and all other costs in defense thereof incurred by Seller.

SECTION IX. Seller's Limited Warranty

- 9.01 Conditions: All warranties offered herein are offered only to the Original Customer and conditional upon said Customer (a) keeping the pool full of water at all times except for the purpose of repair or maintenance (permission to drain pool must be given by Seller) and (b) operating the pool with reasonable care, with necessary maintenance, and in accordance with seller's instructions.
- 9.02 Seller warrants, subject to limits stated herein, to the original Customer, all labor materials and equipment to be free of defects for a period of one (1) year from the date that the pool is filled with water.
- 9.03 Contractors warranty is of null force and effect and shall not arise until contractor has been paid in full by customer for the agreement price and any agreement-related addendum.

SECTION X. Subcontractor's Warranty

- 10.01 All subcontractors, pool builders, electricians, concrete masons, and plumbers are required by Seller to extend a 365-day Workmanship and Materials Warranty directly to the Customer. Notification to Seller by Customer as explained in Section XII (Performance on Warranty) is required

SECTION XI. Limitations on Warranty

- 11.01 No warranty extends to any part of the swimming pool, its equipment or appurtenances thereto which are caused by any of the following conditions or events.
- Damages or failure caused by the lack of water in the pool contrary to Seller's instructions.
 - Defects or failure caused by normal wear, abuse, lack of reasonable care, lack of necessary maintenance, improper operation, vandalism or acts of God.
 - Damages or failures to pool, plumbing lines, filter, motors and pumps, caused by freezing.
 - Damages or failures caused by substitution or addition of equipment or service which affect the operation or designed use of the pool and are not expressly authorized.
 - Damages or failures to motors caused by rain or floodwater.
 - Discoloration, staining, check cracks, cracks, and imperfections inherent in pool, deck, and concrete products.
 - Damages or failures caused by surface or subterranean drainage under or around said pool, by underground water, earth fill movement, by expansive soil, or by explosions, wrecking and the like, and not occasioned by Seller.
 - Seller expressly denies any responsibility or liability for incidental or consequential damage arising as a result of the use or ownership of your swimming pool. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not apply to you.

SECTION XII. Performance on Warranty

- 12.01 In the event of defect in materials or workmanship within the stated warranty periods, and upon written notice to Seller by the Original Customer, Seller will remedy any such defect without charge to the Original Customer, with the exceptions listed herein, within a reasonable time provided the Original Customer has complied with all terms of this agreement, including payment in full. Notice should be sent to Seller at address on reverse side.
- 12.02 Seller shall not be responsible for the replacement of water in the pool, chemicals used in treating said water, or energy used to heat said water as a result of performing any repair under this Limited Warranty.
- 12.03 In the event Seller performs repair work to pool deck under the Limited Warranty, it is expressly understood that no Warranty is extended in regards to the repairs matching the existing pool deck in color, shade or texture.
- 12.04 In the event Seller is requested to perform any repair or service under this Limited Warranty, and a service representative is sent to the pool site, and it is determined that no service is required by this Limited Warranty, then the Customer shall be responsible for a reasonable service fee for this call. This warranty gives you specific legal rights. You may also have others which vary from state to state.

SECTION XIII. Manufacturer's Warranties

- 13.01 Manufacturer's Warranties on all products supplied by Seller are the expressed obligation of that Manufacturer. Seller shall not be responsible for cost of removal or replacement of after one (1) year from date pool is filled with water. Except as expressly set forth herein there are no other warranties, expressed or implied, of merchantability or fitness for a particular purpose or otherwise.

SECTION XIV. Normal Imperfections

- 14.01 Contractor shall not be responsible for any staining or blemishes caused by abnormalities, either in the water used for filling the spa/pool, or by poor pool maintenance, or by die in bricks, tile, stone, or deck coating.