

**ELW Cluster Homes Unit Four
Manager's Report
May 10, 2021**

Administrative

New Ownership Report – there is none.

A container will be delivered on May 21, 2021 and picked up on Friday, May 28th at 160 Evelyn Court. Asha Patel is moving from Nevada, and will expedite unloading it.

Lien Foreclosure Status – Per Attorney Mankin - Final hearing is set for June 3rd. Hopefully Final Judgment will be entered and a foreclosure sale date will be set approximately 30 days thereafter.

Repair and Maintenance

Competitive quote from Mark DeLaquil Eon Roofing & Window Inc. to install the additional nail to upgrade the roof wind mitigation from a nail to a “clip” including the mitigations reports is \$9,976.00. (LGT Restoration Services, Inc. quoted \$17,950.00).

RedTree Landscape approved work is still out approximately two (2) weeks:

20 Poole Place Landscape around Fence - \$280.00.

45 Tads Trail rip out of old hedges and install of Arboricola - \$1,120.00.

190 Tads Trail – remove large branch over lanai - \$650.00.

Superior Fence – pending update on schedule – 17 units.

Affordable Work Orders has quoted \$325.00 to remove the carport numbers and install new numbers provided by Association. The most cost effective way to order the required 257 numbers, approximately \$5.63 each, which is \$1,500.00 + is to order from Lowes with 10% discount. Cathy McCarthy has a card that this discount is applicable and we can order in person at the local location.

Redtree required a repair to east side irrigation controller - \$625.00.

Respectfully submitted,


Peggy M. Semsey

Property Manager,

Management and Associates

PROPOSAL
Eon Roofing & Window Inc.

Date: April 27, 2021

To: Ms. Peggy Semsey
Management and Associates
720 Brooker Creek Blvd. #206
Oldsmar, FL 34677

RE: ELW Cluster 4: roof to wall connection for 29 units

Eon proposes to supply and install the third fastener to connect the existing wall strap to the rafter of each of the 29 units. There are 10 units on Tads, 3 on Evelyn, and 16 on Poole. We will need access to the inside of each unit. We will work from the attic. The photos and mitigation reports supplied showed the existing connector strap from the poured lintel of the wall to the rafter with only 2 fasteners. We will install the third fastener to qualify this connection as a clip. We will supply new uniform mitigation reports, with pictures of roof to wall clips, for these 29 units completed by our Certified Building Contractor.

Our proposed price to include tax is \$9,976.00.

Please call me with any questions. Thank you for this opportunity to quote. Pictures of our work can be found at www.eonroofingandwindow.com.

Respectfully Submitted,

Mark DeLaquil, President

Eon Roofing & Window, Inc.
588 Lake Cypress Circle
Oldsmar, FL 34677

Office 813-925-3964
Cell 813-598-3592 Mark

Roofing CCC058200 Specialty SCC045074 Building CBC1261570

RedTree Landscape Systems

5532 Auld Lane

Holiday, FL 34690

+1 7272431706

accounting@redtreelandscape.sys

terms

redtreelandscapesystems.com

Estimate 1255



ADDRESS

Ms. Peggy Semsey

East Lake Woodlands Cluster

Homes IA Unit Four

c/o Management and

Associates

720 Brooker Creek Boulevard,

206

Oldsmar, FL 33677

DATE	TOTAL
04/26/2021	\$635.00

ACTIVITY

QTY

RATE

AMOUNT

Irrigation Proposal for East Side Controller -
replace Hunter ACC face pack/plate - one on
controller no good. A & M 2 wire is good and
board in rear controller all reading good

Sales Hunter ACC face pack/plate	1	360.00	360.00
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Sales Technician labor hours (2.5 hrs x 2 techs)	5	55.00	275.00
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NOTE : controller is out of warranty - date code:
NOV 15

TOTAL	\$635.00
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THANK YOU.

Accepted By

Accepted Date 4/30/21

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A Wind River Environmental Company

Wind River Environmental
 d/b/a Seminole Septic
 8530 Starkey Rd
 Largo, FL 33777

Wind River Environmental
General Terms and Conditions

Billed to: The Cluster #4 HOA c/o Management & Associates 720 Brooker Creek Blvd #206 Oldsmar, FL 34677
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Site Contact:
 Peggy Semsey
 813-433-2008
psemsey@mgmt-assoc.com

Job Sites: The Cluster #4 HOA 430 South Woodlands Drive Oldsmar, FL 34677

Date: 4/26/2021

General Terms and Conditions

The undersigned ("CUSTOMER") agrees to services from WRE described below and purchase from WRE its entire present and future requirements of services at CUSTOMER's locations set forth below &/or attached (each, a "Location" and, collectively, the "Locations"), SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS (INCLUDING THOSE ON THE SECOND PAGE OF THIS AGREEMENT):

Equipment and Product: All equipment described in the table below (including necessary piping, lines, fittings, etc. as determined by WRE) and other equipment/svcs supplied by WRE to PURCHASER (collectively, "Svcs/Equipment") shall be performed at WRE's then applicable rates.

Service	Frequency	Unit Price	Quantity	Enviro Fee	**Tax	Estimated Total
Manholes Inspections & Reporting	One Time Service	\$90/Hour	2 Hours Minimum	Included	Included	\$140.00
					Total:	\$140.00

NOTES:

****Please Note:** During my site – visit, most of the storm water pipes were either partially or 100% submerged. My concern is that, I do not want to mislead the HOA. We will be able to run our water-jet through, the pipes and report any blockages - although, a blockage is highly unlikely. We will be able to remove the floating debris we encounter; however, we will not be able to vacuum and remove the accumulated sediment from the submerged Stormwater Pipes. If the association wishes for us to continue, we will charge the association the above – mentioned rate, three thousand one hundred dollars. Energy Recovery is based on the Energy Information Administration's National U.S. Average on Highway Fuel Price, Typically between 8-10%**

CUSTOMER:
 Print Name: _____

SERVICE PROVIDER: WIND RIVER ENVIRONMENTAL dba Seminole Septic
 Print Name: Juan Torres

Print Title: _____

Print Title: Commercial Sales Representative

Authorized Signature: _____

Authorized Signature: J. Torres

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A. SERVICES

WRE agrees to perform all svcs as stated in this agreement in accordance with applicable laws, environmental regulations, & gov't & commercial standards. WRE agrees to obtain and maintain at our sole expense for the term of this Agreement, Comprehensive General Liability Insurance: \$1,000,000 for each occurrence, combined single limit for bodily and property damage. Customer warrants that all equipment (grease traps, drain lines, manhole covers, etc.) upon which work is to be performed are owned by the Customer, or that authorization for the work has been obtained from the rightful property owner. The Customer shall be responsible for compensating WRE for any and all damages collected against WRE by any third party demonstrating actual ownership of the equipment upon which work is to be performed, regarding damage to which the customer represents as their own. Customer agrees to provide access to work areas for WRE's employees and vehicles and agrees to keep access clear and available for movement and parking of trucks and equipment during service time. WRE assumes no liability or responsibilities for any cracking, breaking, puncturing, depressing or any other damage to any driveway, patio, other paved, bricked, stoned, concrete or asphalt surface which may result from trucks and equipment being used to access the job site.

B. AGREEMENT TERM

Customer agrees that WRE is the exclusive provider for this waste for an agreement of two (2) years beginning on the date on which Customer executes this Agreement. Customer understands that this Agreement is for two (2) years and will automatically continue for an additional term of two (2) years unless terminated at the current rate plus an annual increase at an amount equal to the greater of (a) five percent (0%) or (b) the percentage change in a U.S. Department of Labor price index selected by WRE. Customer must notify WRE of cancellation at least 90 days before the end of the then existing two-year term; otherwise, the Agreement shall renew for another two-year term. WRE reserves the right to terminate this Agreement at any time with or without cause. WRE has the right to terminate this agreement, in whole or in part, for Customer's failure to pay past invoices in a timely manner or if conditions change which alter the nature and scope of work. This Agreement may not be assigned by Customer without the prior written consent of WRE. If the operations at any Location are conducted at a new location, such new location, at the option of SELLER, shall be a Location subject to all of the terms and conditions of this Agreement. PURCHASER shall give notice to SELLER at least one (1) month prior to the date of any such relocation.

This Agreement may not be assigned by PURCHASER without the prior written consent of SELLER. This agreement is automatically assignable to a New Owner

C. PAYMENT

Customer agrees to pay WRE the amounts listed above on this agreement for grease trap waste removal and/or line jetting services. Payment is to be received upon completion of each svc listed above on agreement for grease trap waste removal and/or line jetting svcs. In event scope of work changes, WRE will be paid for all items on contract that have been completed. Any additional work performed/requested by Customer will be billed on a time & material basis. Service charge of 1.5%/mo will be added to account thirty days after invoice date. Customer is responsible for all costs associated with the collection including, but not limited to, attorneys' fees and court costs. Taxes, Other Fees and Charges, Permits and Compliance: Customer shall pay all applicable taxes, fees, assessments and penalties and will obtain permits and licenses in any manner connected with the services being provided and will comply with all laws, regulations and ordinances applicable thereto. Customer shall pay WRE an Environmental Fee in connection with WRE's compliance with federal, state and local materials regulations applicable to WRE's operations and activities; Customer acknowledges that Environmental Fee is retained by WRE and not paid to any governmental agency or authority. Customer shall pay WRE any applicable delivery charges, regulatory administrative fees, surcharges (including an energy/fuel surcharge for delivery of Product (per Customer Location) in accordance with WRE's then current energy surcharge), and other charges or surcharges applicable to WRE's customers generally in effect from time to time. **Recurring Credit Card Payment Authorization**, upon signature you authorize charges to your credit card for agreed services. You will be charged the amount invoiced each billing period. A receipt/invoice copy will be available for each payment and the charge will appear on your credit card statement. You agree that no prior-notification will be provided. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Wind River Environmental, LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I acknowledge that the origination of Credit Card transactions to my account must comply with the provisions of U.S. law. You certify that you are the authorized user of this Credit Card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms indicated in this authorization form.

Authorized Signature: _____

D. INVOICES

With approved credit, WRE will send an itemized invoice in the amount as indicated above on this Agreement to Customer's billing address promptly after services are completed. WRE may require full payment in advance at its discretion. If WRE does not receive the full amount invoiced by the due date on the bill, WRE may assess a late charge not to exceed 1.5% per month of the overdue amount. If Customer fails to pay any bill within thirty (30) days of the due date, WRE will have the following rights: 1) WRE may require full and immediate payment of all amounts due under this Agreement; 2) WRE may suspend or cancel service or 3) WRE may terminate this Agreement in which case Customer remains responsible for all past due amounts plus interest and all other damages incurred by WRE as a result of Customer's breach. All payments will be applied first to oldest balances outstanding. WRE may, at any time, adjust the Monthly Fees, the Product Rate and/or the Coverage Rate (the "Price Adjustment") effective fifteen (15) days after notifying PURCHASER of such Price Adjustment (notification may be in the form of an invoice.) If, however, within fifteen (15) days following PURCHASER's receipt of a Price Adjustment Notification, PURCHASER provides WRE with a copy of a bona fide written offer from a reputable SELLER competitor offering Equipment and Svcs in like quantity, like quality, under similar conditions, and at lower prices than those contemplated by the Price Adjustment (a "Competitive Offer"), PURCHASER may terminate this Agreement with respect to those Locations affected by the Price Adjustment, unless, within fifteen (15) days after WRE's receipt of the Competitive Offer, WRE (at WRE's sole discretion) either (a) meets the prices reflected in the Competitive Offer or (b) reinstates the Monthly Fees, Product Rate and/or Coverage Rate, as applicable, that were in effect at the time of the Price Adjustment Notification (the "Price Match"). If WRE makes the Price Match, WRE shall have the right, in WRE's sole discretion, to extend the term of this Agreement for up to five (5) years from the date WRE implements the Price Match. Changes in prices pursuant to Section B or Section C of this Agreement shall not constitute a Price Adjustment for purposes of this Section D.

E. EMERGENCY SERVICE/ADDITIONAL SCOPE OF WORK

Requests for immediate grease waste removal/associated svcs shall be construed as an emergency and may be subject to emergency charges in addition to previously stated fees. Unexpected services may be required in the event of natural disasters or other unscheduled repairs to pipes or other infrastructure. Customer agrees to pay additional sums on a time and material basis for any additional work required to complete the job or emergency service caused by canceled contingencies such as foreign matter, rock, stones, broken pipes, or any other condition not really apparent in estimating the work specified, or any delays resulting from unanticipated interruptions outside the control of WRE. One-time Emergency fee/service may be up to \$350.

Additional Locations: PURCHASER shall notify SELLER of any additional locations operated by PURCHASER and such location(s) (each, an "Add'l Location") shall, subject to SELLER's prior consent, become Locations subject to all of the terms and conditions then in effect under this Agreement. On-call service shall be priced separately and billed at emergency rates.

F. FORCE MAJEURE

Service by WRE is subject to and contingent upon floods, hurricanes and other extreme weather conditions, strike or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain materials, failures of normal sources of supply, restraints of government (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond WRE's reasonable control (each, a "Force Majeure Event"). WRE shall advise Customer of the reason for and anticipated length of any such Force Majeure Event. In the event a Force Majeure Event affects only a part of WRE's capability to produce and/or deliver Product and/or Equipment, WRE will allocate production and/or deliveries among the requirements of all its affected customers and WRE's own requirements in a fair and reasonable manner, as determined by WRE. Customer will pay or reimburse WRE for any additional costs incurred by WRE relating to the delivery of any Product and/or Equipment to Customer during a Force Majeure Event. WRE shall not be considered in breach of this Agreement to the extent that the performance of its obligations hereunder is prevented by a Force Majeure. WRE will not be liable to Customer for any failure of the grease trap/svc resulting from events beyond WRE's control, including fire, floods, accident, utility failure and acts of God.

G. MISCELLANEOUS

The individual signing this agreement on behalf of the Customer represents and warrants that he or she is authorized to sign as an owner, manager, officer, partner or employee of Customer and that he or she is empowered to bind Customer to the terms and conditions contained herein.

H. LIMITATION OF LIABILITY

Customer acknowledges that there are hazards associated with the services involved in this Agreement and that it understands such hazards. It is Customer's responsibility to warn and protect its employees and others exposed to such hazards. Customer shall indemnify, defend and hold harmless WRE and its affiliates and their respective employees, agents, successors, officers, and assigns (each, an "Indemnified Party") from any suits, losses, claims, demands, liabilities, costs and expenses (including reasonable attorney and accounting fees) that an Indemnified Party may sustain or incur or which are threatened arising from or in any way related to the services provided by WRE. WRE SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, NOR FOR ANY LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF WRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. No claim of any kind, whether or not based on negligence, warranty, strict liability or any other theory of law, will be greater than the price of the service or services in respect to which such claim is made. The foregoing constitutes Customer's exclusive remedy and WRE's sole obligation with respect to any such claim. THERE ARE NO EXPRESS WARRANTIES MADE BY WRE.

I. DEFAULT

In addition to any other rights or remedies WRE may have at law or in equity, WRE reserves the right to immediately disrupt service in the event of payment delinquency or upon default by Customer in any of the terms or conditions herein (a "Customer Default"). In the event (a) of a Customer Default, (b) that any proceeding under bankruptcy laws shall be commenced by or against Customer, or (c) Customer shall be adjudged insolvent or make any assignment for the benefit of creditors, WRE may, at its option, immediately cancel and terminate this Agreement with or without demand or notice to Customer and without court proceedings (a "WRE Termination for Cause"). Upon a WRE Termination for Cause, Customer shall remain responsible for all costs incurred for which WRE has not been paid, attorneys' fees and costs and any other damages resulting from Customer's default.

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J. REPRESENTATION AND INDEMNITY

Customer represents and warrants to WRE that it is not obligated under the terms of any other contract for provision of the same or similar services. In the event that the foregoing representation and warranty proves to be false, Customer hereby indemnifies and holds harmless WRE from and against all costs, including reasonable attorney's fees, damages or liabilities that WRE may incur in connection with any claim asserted by any third party as a result thereof.

K. JURISDICTION

This Agreement shall be governed by and construed under the laws of the state of North Carolina, South Carolina, Massachusetts, Pennsylvania or New York depending upon the location of the services which are the subject of the dispute were performed. For example, if the events giving rise to the dispute were performed in Pennsylvania, Pennsylvania law shall apply. At WRE's sole option, any and all disputes shall be resolved by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association.

Revision of 2.09

The present (2017) 2.09 reads:

Section 2.09 - Signs.

a. Except as otherwise permitted herein, no sign of any character shall be displayed or placed on any Lot, except "For Sale" signs, which may refer only to the particular Lot on which displayed, shall not exceed two square feet in size, shall not extend more than three feet above the surface of the ground, shall be fastened only to a stake in the ground, and shall be limited to one sign to a Lot. However, when a Unit is "open for inspection" and when and only so long as the particular Unit is attended by a representative of the Owner, then and only then, a sign advertising such, which sign shall not exceed three square feet in size, and which shall meet all of the other requirements of this section [2.09(1)], may be displayed or placed. Developer may enter upon any Lot and summarily remove and destroy any signs which do not meet the requirements of this section.

b. Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

This places groundless restrictions on everyone except the developer and is clearly aimed at protecting the developer from competition while marketing new construction. For the benefit of residents, this should be changed (~~strikethrough removed~~; **bold added**):

Section 2.09 - Signs.

- a. Except as otherwise permitted herein, no sign of any character shall be displayed or placed on any Lot, except "For Sale" signs, which may refer only to the particular Lot on which displayed, shall not exceed ~~two~~ **four** square feet in size, ~~shall not extend more than three feet above the surface of the ground, shall be fastened only to a stake in the ground, and shall be limited to one~~ **two** signs to a Lot, **one in front, one in back, neither illuminated nor animated nor electrified, and displayed as per current typical commercial practice.** ~~However, When a Unit is "open for inspection" and when and only so long as the particular Unit is attended by a representative of the Owner, then and only then, a signs or devices~~ advertising such, ~~which sign shall not exceed three square feet in size, and which shall meet all of the other requirements of this section [2.09(1)], may be displayed or placed on weekends between the hours of 11am and 4pm.~~ **Directional arrows may be placed on the roadways leading to the unit that is open for inspection. All signs/devices/arrows shall be removed by owner or owner's representative immediately after the "open for inspection" event has concluded.** ~~Developer may enter upon any Lot and summarily remove and destroy any signs which do not meet the requirements of this section.~~
- b. ~~Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.~~ **For purposes of this section, seasonal decorations and non-commercial non-political displays such as flags and banners are not "signs".**

2.09 would now read (final version):

Section 2.09 - Signs.

- a. Except as otherwise permitted herein, no sign of any character shall be displayed or placed on any Lot, except "For Sale" signs, which may refer only to the particular Lot on which displayed, shall not exceed four square feet in size, shall be limited to two signs to a Lot, one in front, one in back, neither illuminated nor animated nor electrified, and displayed as per current typical commercial practice. When a Unit is "open for inspection" and when and only so long as the particular Unit is attended by a representative of the Owner, signs or devices advertising such may be displayed on weekends between the hours of 11 am and 4 pm. Directional arrows may be placed on the roadways leading to the unit that is open for inspection. All signs/devices/arrows shall be removed by owner or owner's representative immediately after the "open for inspection" event has concluded.
- b. For purposes of this section, seasonal decorations and non-commercial non-political displays such as flags and banners are not "signs".