

**ELW Cluster Homes Unit Four
Manager's Report
April 10, 2023**

Administrative

There are no Liens in place at this time.

New Ownership Report – 50 Tads Trail was sold by Matthew Seldin to Didier and Billie K. Salem, and 160 Poole Place was sold by James and Natlie Crede to John F. Lipari.

Repair and Maintenance

Pond behind Colette – Per Matt Eichmann ELW:

“We are going through a really really rough dry spell right now. We have not had any rain since December and the entire property of ponds is hurting for water. The pump station you are referencing is the one used for the Water Dept. who supplies water to all the homeowners in the community. So if the pumps are running a lot and it is draining that pond down, it is the homeowners doing it. They are watering their yards 3,4,5 times a week in an unprecedented drought and the pond is hurting to keep up. I will pass this along to the water dept. and we will brainstorm a way to combat the issue on our end for the time being.”

Cluster 3 Irrigation is only watering the allotted amount of time and is being monitored by the Board of Directors.

The refuse contract was executed November 27, 1991, and runs in 3 year auto-renewals. The next renewal is November 27, 2024, and would require a 50-day notice to non-renew prior to the end of the current 3 year term.

Driveway Maintenance quoted \$8,508.00 to repair the asphalt at 80 Poole Place in the parking area. Remove, regrade, and replace 900 s.f. 1.5” asphalt.

O’Neils will be removing the tree at 75 Poole Place on April 18th. The Crew will arrive between 8:00 and 9:00 a.m. O’Neils quoted \$650.00 to remove the rear branch over roof. (\$100 higher than competitive quote, but will definitely match \$550.00). I am trying to negotiate a lower cost.

Redtree has quoted \$1,650.00 to install sod in the rear of unit 80 Colette Court.

Final work has been completed at 150 and 160 Evelyn Court including interior and carport hardwire electric.

Respectfully submitted,


Peggy M. Semsey

Community Association Manager

SERVICE AGREEMENT

County Recycling, Inc.

5601 Haines Road N. • St. Petersburg, FL 33714 • (813) 522-5794

This Agreement entered into this 27 day of November, 1991, between East Lake Woodlands Cluster Homes Unit Four

Ninety Nine Units (99)

hereinafter "Customer" and County Recycling, Inc. hereinafter "Company" to which parties covenant and agree as follows:

1. In consideration of performance of following services and furnishing of equipment hereinafter specified, customer agrees to pay \$ 742.50 per month.

2. Company agrees to provide to Customer: Crub service equipment) With Wheels Without Wheels to be serviced Two days per week or - on call only.

3. This Agreement shall be assignable by either of the parties and shall be binding upon such assigns, successor or personal representatives of parties, provided that either party agrees to be bound by all terms herein to such assignee or successor.

4. Charges established above are based upon Governmental Dumping Charges, fuel cost and franchise fees in effect as of this Agreement date. Since Governmental Dumping Charges, fuel cost and franchise fees, to which the Company are subject are significant cost of service provided, Company reserves the right to increase monthly charges in an amount equal to any equivalent increase in dumping, fuel cost and franchise fees, such charges not being subject to prior Customer approval.

5. Equipment furnished by Company shall be under custody and control of Customer. Customer accepts responsibility for equipment and content, except when being serviced by Company, Customer agrees to defend, indemnify and hold harmless the Company from and against all claims for loss or damage to property, injury or death of persons arising from presence of equipment on Customer's premises or from its use, to roads, paved areas or any surface necessary for Company's trucks to travel over, to service the premises of Customer. Customer warrants that all material deposited in container for disposal shall be normal, commercial refuse, which does not include hazardous, toxic, highly flammable, radioactive or any other material not suited for disposal at site.

6. In event of a default by Company, Customer shall provide Company with written notice and Company will have a ten day period from receipt of notice of Default to correct same.

7. Customer shall pay Company on a monthly basis for collection and disposal service provided by this Agreement (including all charges for equipment maintenance) in accordance with charges shown above. Payment shall be made by Customer within ten days after receipt of invoice from Company. If any payment is not made when due, Company has a right to suspend service to Customer for non-payment without liability when Company advises Customer is in default. Company may impose, and Customer agrees to pay, late fee for all past due payments. If above charges are not paid after service has been rendered and the Company finds it necessary to take action for collection by Attorney or to file suit, Customer agrees to pay Court costs and reasonable Attorney's fees.

8. This Agreement is for 3 years and shall be renewed for successive 3 year periods without further action by parties, but may be terminated by either, by written notice (Certified Mail), fifty days prior to the end of any Third year period. If Customer should discontinue this Agreement other than as provided above, it is agreed that said Customer shall pay to Company as liquidated damages a sum equal to six months charge to be determined on basis of average of last six months invoices during this Agreement, or if Customer has not been serviced for six months, Customer's most recent monthly charge multiplied by six. Company agrees that if Customer no longer requires any collection and disposal service for its waste materials, through discontinuance of its business, relocation outside service area of Company, or similar reason, Customer may terminate Agreement upon written notice to Company fifty days prior to intended termination date, but only upon payment of all amounts then due Company. Both parties are relieved from performance under this Agreement when performance is impossible due to acts of God, Hurricanes, Storms, Highwater, Wars, Riots, Fires, Explosions, Accidents, Arrests, Strikes or Lockouts, or any other cause not within control of parties.

9. Agreement shall continue in effect for terms provided herein and shall apply to changes of service address location or additional locations of Customer within area in which Company provides collection service.

10. Should Customer request service other than that agreed to in Agreement, either verbally or in writing, such changes shall be evidenced by action and practices of parties.

11. In the event Company initiates or defends litigation between Company and Customer to enforce or defend its right herein, Customer agrees to pay all costs in connection with such litigation as well as Company's reasonable Attorney's fees.

12. Both parties agree that the venue for any disputes arising out of this Agreement shall be Pinellas County, Florida.

Executed at Palm Harbor, Pinellas, on above written date by parties who represent they are authorized to legally bind Customer and Company.

COUNTY RECYCLING, INC.
BY: James Roberto
Authorized Representative Signature
Title: President
Date: November 27, 1991.

CUSTOMER
East Lake Woodlands Cluster Homes Unit Four, Inc.
Authorized Representative (Printed)
BY: [Signature]
Authorized Representative Signature
Title: Agent for the Association
Date: 11/27/91



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5532 Auld Lane, Holiday FL 34690

Sod Installation Proposal

FOR

**East Lake Woodlands Cluster 4
80 Collette Place – back of unit**

Attention: Peggy Semsey

Sod installation at 80 Collette Place – back of unit



- Rip out, prep, and install (2) cubic yards of organic soil.
- Lay (700) square feet of fresh floritam sod.
- Includes all labor, materials, hauling fees, and dumping fees.

TOTAL COST: \$1,650.00

Authorized Signature to Proceed

Date of Authorization

Proposal submitted by Benjamin Garland - Client Care Specialist
bgarland@redtreelandscape.com / Cell phone: (727) 810-4253