

**ARBOR GROVE CONDOMINIUM ASSOCIATION, INC.**  
3001 58<sup>TH</sup> Ave. S.  
St. Petersburg, Florida 33712

**NOTICE OF BOARD OF DIRECTORS' MEETING**

NOTICE IS HEREBY GIVEN, in accordance with the bylaws of the Association and Florida's Condominium Act, that a board meeting for Arbor Grove Condominium Association will be held at the following date, time and place:

**Date: Thursday, September 19<sup>th</sup> 2024**

**Time: 6:00 p.m.**

**Place: 3001 58<sup>th</sup> Ave. S, St. Petersburg, FL 33712 & TEAMS**

**Join Teams Meeting**

Meeting ID: 245 372 207 861

Passcode: ZHHNnM

**BOARD OF DIRECTORS' MEETING AGENDA:**

1. Call to Order
2. Determination of a quorum
3. Proof of Notice of meeting
4. Reading and disposal of any unapproved minutes
5. Treasurers Report
6. Manager Report
7. Old Business:
8. New Business:
  - a. RPM Contract
  - b. Appendix A
  - c. Unit Fine Case#2024-13-7
  - d. Sidewalk Bids
  - e. Fence Line Trimming Bids
9. Adjournment

ARBOR GROVE CONDOMINIUM ASSOCIATION, INC

Britt Bates, LCAM Property Manager \* Posted this 17th day of September 2024 by 6:00 P.M



# Southern Hospitality Lawn & Landscaping

14028 Palm Way | Largo, Florida 33771  
 7279067135 | doug@shlawns.com | <https://www.landscapingstpetersburg.com>

**RECIPIENT:**

**Arbor Grove**  
 3001 58th Avenue South  
 St. Petersburg, Florida 33712

**Quote #588**

Sent on Sep 04, 2024

**Total \$6,850.00**

Product/Service	Description	Qty.	Unit Price	Total
Commercial Enhancement	Trim back foliage on southwest side of property to include limb reduction over fence line and cleaning up foliage to create pathway. Haul off all debris	1	\$6,250.00	\$6,250.00
Disposal Fee	Removal of all debris and dispose at dump site.	1	\$600.00	\$600.00

**Total \$6,850.00**

We would like to inform you that the quotation provided remains valid for a duration of 30 days. Please be advised that prices are subject to adjustment after this specified period.

At Southern Hospitality, we are dedicated to delivering exceptional service. We offer a 30-day warranty on all turf material that we install. This warranty becomes effective upon the successful completion of the installation. To benefit from this warranty, it is imperative to uphold appropriate growing conditions, such as automated irrigation, insect and disease management, and safeguarding against pet or pedestrian damage. Within the stipulated timeframe, we assure a one-time replacement of any turf material that does not meet your expectations.

ALL IRRIGATION WILL BE DONE PRIOR TO INSTALLATION TO ASSURE



## Southern Hospitality Lawn & Landscaping

14028 Palm Way | Largo, Florida 33771

7279067135 | [doug@shlawns.com](mailto:doug@shlawns.com) | <https://www.landscapingstpetersburg.com>

### Notes Continued...

ALL NEW PLANTS AND SOD GET COMPLETE WATER COVERAGE. ANY IRRIGATION REPAIRS OR CHANGES WILL BE BILLED SEPARATELY FOR MATERIALS AND LABOR

# ESTIMATE

## Pro Green Grounds Maintenance

6134 6th Avenue North  
St. Petersburg, FL 33710  
(727) 618-9320



To:  
Arbor Grove  
3001 58th Ave S.  
St. Petersburg , FL 33712

Estimate #	1049
Estimate Date	08/26/2024
<b>Total Amount</b>	<b>\$6,400.00</b>

Item	Quantity	Price	Tax1	Tax2	Line Total
Remove Dead Pine	1.0	\$0.00			\$0.00
Cut And Clear Brazilian Peppers Away From White Fence	1.0	\$6,400.00			\$6,400.00
Spray Garlon Herbicide	1.0	\$0.00			\$0.00

Subtotal:	\$6,400.00
Tax:	\$0.00
Past Due Amount:	\$0.00
<b>Total Amount:</b>	<b>\$6,400.00</b>

### Notes



ISA Certified  
Arborist  
#50-1029



4231 46th Avenue North  
St. Petersburg, FL 33714  
Phone (727) 527-7443  
Fax (727) 527-7676

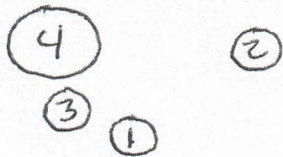
August 21, 2024

Arbor Grove % Brittany

Meadows Tree Service proposes to;

1. Remove one dead pine tree
  2. Remove one large pepper tree
  3. Remove one medium pepper tree
  4. Remove one very large peppertree
- grind the stumps

The cost of this service is \$ 9995<sup>00</sup>



Thank you  
Larry Kukos



MEND IT ASPHALT & CONCRETE SERVICES, INC

4925 15<sup>TH</sup> AVENUE SOUTH
GULFPORT, FL 33707
PH: 727-327-7784
Mendit2015@gmail.com

Proposal #07262024

Submitted To: ARBOR GROVE CONDO ASSOCIATION, INC
3001 58<sup>TH</sup> AVE S
ST PETERSBURG, FL
ATTN: BRITT 864-0555

SCOPE OF WORK: CONCRETE SIDEWALK REPAIRS

Table with 2 columns: Description and Price. Includes items like 'REMOVE (2) AREAS OF CONCRETE SIDEWALK' and 'SET UP AND GRIND 23 AREAS OF CONCRETE SIDEWALKS'.

Please see 1 & 2 below

We propose hereby to furnish labor and material-complete in accordance with the above specifications, for the sum of: \$3,275.00 IF BOTH JOBS ARE DONE AT THE SAME TIME THE PRICE WILL REMAIN.

Payment to be made as follows: DEPOSIT OF 50% ON SIGNING OF PROPOSAL AND BALANCE ON COMPLETION

- 1.Prices do not include the cost of permits if permits are necessary. Each municipality has different requirements and fees for permits. Permit fees will be added to end of contract
2.Mend It Asphalt & Concrete Services, Inc. is not responsible for any damage to underground or above ground sprinklers, pipes or sprinkler heads. The owner will be responsible for moving or relocating or repairing all sprinklers pipes or heads

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge. All agreements contingent upon strikes accidents or delays beyond our control Mend It Asphalt & Concrete Services, Inc. is licensed and insured

Authorized Signature
MEND IT ASPHALT & CONCRETE

7-26-2024
Date

Customer Signature

Date

Note: This proposal may be withdrawn by us if not accepted within 30 days

# RESOURCE PROPERTY MANAGEMENT, INC.

## MANAGEMENT AGREEMENT

This Agreement is executed and made by and between RESOURCE PROPERTY MANAGEMENT, INC., a Florida corporation (hereinafter referred to as "**RPM**") and **ARBOR GROVE CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit (hereinafter referred to as "**Association**") and shall be deemed to be effective upon the date of last execution of this Agreement by RPM and Association.

### **Recitals:**

A. Association is a community association lawfully existing under Florida law for the residential community named below (hereinafter referred to as the "**Community**"):

Name: **ARBOR GROVE CONDOMINIUM ASSOCIATION, INC.**

Location:

Number of Buildings:

B. RPM is licensed by the State of Florida to provide community association management services.

C. It is the mutual desire of the parties that Association appoint RPM to provide management services for and pertaining to the Community and to act as the sole and exclusive agent for Association upon and subject to the terms and provisions of this Agreement. The engagement of RPM has been approved by the Board of Directors of Association (the "**Board**").

D. It is mutually understood that the following terms shall be used in this Agreement:

1. "**Board**" shall mean the Board of Directors of Association.
2. "**Community Documents**" shall mean the duly recorded development documents for the Community (i.e. Declaration of Condominium, Declaration of Covenants, Easements and Restrictions, any land lease pertaining to the property of the Community), the Articles of Incorporation and Bylaws of Association.
3. "**Manager**" shall mean the licensed community association manager employed by RPM and designated to act as its agent to perform management services for Association.
4. "**Home Owner**" shall mean the owner of a residential unit in the Community.
5. "**Law**" means the laws of the State of Florida and government regulations that are applicable to the subject matter stated in this Agreement to which such term is applied.
6. "**Unit**" means the individual residential parcel (condominium unit, apartment or lot) located in the Community that is owned by a Homeowner.

Therefore, based upon the Recitals stated above, the mutual covenants stated in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RPM and Association agree to all terms and provisions that are stated below:

1. **APPOINTMENT:** Association hereby appoints and designates RPM as its sole and exclusive agent to manage the Community and the Common Elements that are identified by the Community Documents. During the Term stated in Section 2 of this Agreement, Association authorizes RPM to act as its agent and in its name in all matters involving the proper performance by RPM of the Management Services described in Section 3 of this Agreement, for which Association will pay to RPM the Management Fee stated in Section 4. RPM hereby accepts appointment as managing agent for the Community upon and subject to all terms and provisions of this Agreement.

2. **TERM:** The term of this Agreement shall be **one (1) year** following the commencement date stated below (the “**Term**”):

Term Commencement Date: October 1, 2024

This Agreement shall automatically renew for successive one (1) year periods of time (each such renewal being referred to herein as a “**Term**”) unless terminated in accordance with the following:

2.1 **Cancellation without Cause:** This Agreement may be terminated by Association without cause upon delivery of written cancellation notice to RPM at least thirty (30) days prior to the cancellation date, with the effective date of cancellation being the last day of a calendar month. This Agreement may be terminated by RPM without cause upon delivery of written cancellation notice to Association at least thirty (30) prior the cancellation date, with the effective date of cancellation being the last day of a calendar month.

2.2 **Bankruptcy:** In the event a petition in bankruptcy is filed by or against RPM, or in the event that it shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may terminate this Agreement with notice to the other.

2.3 **Final Accounting:** Upon termination of this Agreement, each party shall account to the other with respect to all matters outstanding as of the date of termination. The Association shall indemnify and hold RPM harmless from and against any outstanding obligation or liability which RPM may have lawfully incurred for or on behalf of the Association. All amounts of Management Fee and any other monetary amounts due and owed by Association to RPM by and under the terms of this Agreement related to the performance of Management Services prior to the termination date shall be paid by Association to RPM on or before the termination date.

3. **Management Services:** During the Term, and provided that the Association shall not be in breach of this Agreement, RPM will perform the services and duties that are described below for the purpose of managing the Community and the Common Elements (collectively referred to herein as the “**Management Services**”):

3.1 **Quality Standards:** RPM will perform the Management Services in reasonable compliance with: i) all terms of this Agreement; ii) all applicable laws and government regulations; and iii) standards of practices and procedures commonly accepted in the community Association management industry in the county in which the Community is located.

3.2 **Designated Manager:** RPM will designate not less than one (1) licensed community Association manager who shall be employed by RPM to act as its agent and representative to perform the Management Services to and for the benefit of Association (the “**Manager**”).



**3.3 Dedicated On-Site Personnel:** It is understood that additional personnel may be employed from time to time to provide on-site services exclusively for the Community (each being referred to herein as "On-Site Personnel"). Each On-Site Personnel must be mutually approved by and between RPM and Association. Mutually approved On-Site Personnel may be engaged by RPM by either direct employment or through and utilizing third party employee leasing services and/or third-party payroll processing services. All costs and expenses incurred for On-Site Personnel, including but not limited to salaries, employer tax obligations, payroll employee benefits, and workers compensation expenses and fees to the third party employee leasing and payroll processing service (collectively referred to herein as the "Employee Costs"), together with an administration fee to be paid to RPM in accordance with the schedule of fees and charges that is attached to this Agreement as Appendix "A" for administration services pertaining to On-Site Personnel, shall be added to and made a part of the total Compensation to be paid by Community to RPM under Section 4 of this Agreement. Employee salaries and benefits shall be mutually approved by the Board and RPM or as otherwise required by Law and shall be funded by Association in advance to assure prompt payment to employees when due. RPM shall not be responsible to procure or provide replacement personnel during routine periods of vacation or sick leave or during periods of attendance by personnel at continuing education courses. **RPM will provide to the Association complete job descriptions for any and all personnel working for RPM on behalf of the Association, that state the specific responsibilities of each individual working on-site.**

**3.4 RPM's Office:** RPM will maintain, at all times, an office in Pinellas County, Florida, together with a local telephone number so that members or residents may contact the RPM or its employees during normal business hours. The current address and telephone number of the principal corporate office of RPM are:

Resource Property Management  
7300 Park Street  
Seminole, FL 33777  
(727) 581-2662

RPM will provide to Association written notice of any change in the office address or telephone number at least ten (10) days prior to the occurrence of such change.

**3.5 Hours of Operation:** RPM shall perform the Management Services during normal business hours, Monday through Friday, except and excluding legal holidays. In cases of legitimate emergency, RPM will reasonably assist Association in the procurement and coordination of needed services by third party providers as may be reasonably required during additional hours and on holidays and weekend days.

**3.6 Communications with RPM:** All telephonic communications shall be directed to RPM using the business line phone number(s) designated by RPM, and to Manager using the phone number designated by Manager, and will be received by RPM and Manager during normal business hours. RPM shall maintain an answering service on a 24-hour basis for emergencies occurring outside of normal business hours, utilizing the phone number for RPM stated in Section 3.4 of this Agreement or such other phone number as RPM shall designate by written notice to Association. All notices to be provided to RPM by the Association shall be in writing and delivered by either: i) hand delivery, overnight courier service or U.S. Mail to the office of RPM stated in Section 3.4 of this Agreement, with a copy of such notice to be promptly sent by email to RPM at its email address; or ii) by email to RPM at its email address, which shall not be deemed to have been received unless RPM shall verify receipt by email communication to the Association. All email communications to RPM shall use the email address designated below or such other email address as may be designated by RPM to Association in writing, from time to time:

Email Address: [info@resourcepropertymgmt.com](mailto:info@resourcepropertymgmt.com)

It is mutually understood and agreed that emails and voice messages shall not be deemed to be items of official records of Association for any purposes, except to the extent required by Law.

**3.7 Contract Services:** RPM, by and through the Manager, will reasonably assist Association to engage third party contractors to provide labor, materials and services needed by the Association for grounds maintenance, pool maintenance, janitorial services, landscaping, lighting, security services, audit and legal services and all other services as may be required for major repair or replacement of the properties of the Community. All contracts for such services shall be subject to approval by the Board, and Association shall be responsible for paying all costs and expenses for such contracts and the materials, labor and services to be provided under those contracts and will indemnify and hold RPM harmless from the same. Neither Manager or RPM shall not have any liability for any breach of such a contract or deficiency in work or services provided thereunder. As agent, RPM shall have the right to submit contracts for review by legal counsel of the Association. RPM, by and through Manager will review the performance of work by contractors and will communicate to the Board any recommendations that Manager can offer to improve the quality and lower the cost of contracted services when reasonably possible.

**3.8 Materials and Supplies:** RPM, by and through Manager, will cause to be purchased, for on behalf of the Association, such labor, services and materials as may be reasonably required for the maintenance, repair and replacement of the property of the Community, all costs of which shall be paid by Association. RPM shall not be responsible for advancement of funds to pay any such costs. All such purchases shall be made in the name of the Association and shall not exceed \$500.00 per purchase transaction unless first approved by the Board, except in emergency situations.

**3.9 Restoration Work/Insurance Claims:** If requested by the Association in writing, RPM, by and through Manager, will cooperate with and assist Association to identify and cause to be performed non-routine major repairs and/or restoration work upon the property of the Community (referred to herein as "**Restoration Work Services**"), including assistance to Association in selecting a qualified engineer to specify and oversee the project completion, assist the Association in selecting a qualified contractor to complete the restoration project, attend all construction meetings and handle the administration of the project being performed by the Association's retained professionals. Association agrees to pay to RPM a fee for Restoration Work Services rendered by RPM in accordance with the Schedule of Fees and Charges that is attached to this Agreement as Appendix "A".

If requested by the Association in writing, RPM, by and through Manager, will cooperate with and assist Association to prepare, submit and process claims for insurance coverage that is applicable to any damage or loss sustained by Association or any claim asserted against Association, the Board or the Association's officers (referred to herein as "**Insurance Claim Services**"). Association agrees to pay to RPM a fee for Insurance Claim Services in accordance with the Schedule of Fees and Charges that is attached to this Agreement as Appendix "A".

**3.10 Application Processing:** RPM, by and through Manager, will supervise and administer the timely processing of applications for approval by the Board pertaining to the sale or leasing of Units, utilizing such procedures as shall be mutually approved in writing by RPM and the Board. Any and all costs pertaining to the processing of such applications shall be paid by Association, except and excluding RPM's normal internal business operation expenses.

3.11 **Home Owner Complaints:** RPM, by and through Manager, will consult with and assist the Board in reviewing, evaluating and responding to complaints and demands made to the Association by Unit Owners.

3.12 **Home Owner Compliance:** RPM, by and through Manager, will consult with and assist the Board in the enforcement of the Association's duly adopted rules and regulations and to compel Home Owners to perform required maintenance and repairs to their Units. RPM and Manager will not cause any legal proceedings to be commenced against any Home Owner or any other party unless first approved by the Board. All costs for rule enforcement and actions against Unit Owners and third parties shall be paid by Association.

3.13 **Meeting Notices:** RPM, by and through Manager, will prepare, post and serve to Unit Owners required notices for the Association's Annual Membership Meeting and annual Budget Meeting. All costs for posting and service of notices shall be paid by Association.

3.14 **Meeting Attendance:** Manager will attend twelve (12) meetings per year. Meetings to be attended by RPM shall occur on a business day (Monday through Friday), commence no later than 6:00 p.m. and shall have a length no longer than two (2) hours; except, however, that no meeting on Friday shall extend beyond 5:00 p.m. Should Association desire Manager to attend additional or extended (longer than 2 hours in duration) meetings, RPM shall be entitled to additional compensation as provided in Appendix A attached hereto. The date and time of each meeting to be attended by Manager shall be determined by mutual written approval by and between the parties.

3.15 **Property Inspection.** RPM, by and through Manager, shall conduct or cause to be conducted visual inspections of the property of the Community and shall observe the performance of maintenance and repair contracts and determine that the property is being properly maintained. Inspections shall be conducted as needed.

3.16 **Insurance:** RPM, by and through Manager, will provide assistance to the Board to procure and maintain in good standing such policies of insurance coverage as are required by applicable provisions of Law or by the provisions of the Community Documents, all costs of which shall be paid by the Association.

3.17 **Records:** RPM will cause to be maintained: i) the Association's list of Unit Owners (Membership List); and ii) all required financial records and accounting, including without limitation records of receipts, bank deposits, payments and disbursements. RPM will also assist the Board in the proper maintenance of all official records of Association in accordance and compliance with Law. Except as may be otherwise required by Law, electronic communications (including but not limited to e-mails and voicemails shall not constitute nor be deemed to be official records of the Association.

3.18 **Banking Services:** RPM will create and establish a bank account (the "**Account**") in the name of or otherwise for the exclusive benefit of Association with an FDIC registered bank to be selected by RPM. Association will reasonably cooperate with RPM to create, establish and maintain the Account, including without limitation the execution of such documents as may be required by the Bank for that purpose.

All income received by the Association, including without limitation all assessments collected from Unit Owners shall be promptly deposited into the Account. Only funds to which the Association is entitled shall be deposited in the Account. The Account shall be used to pay all costs and expenses of the Association,

including but not limited to the Management Fee and other amounts to be paid by Association to RPM under this Agreement.

RPM shall have authority to utilize "lockbox" facilities and electronic (internet) banking services for processing of deposits into and withdrawals from the Account. RPM shall also have authority to utilize automatic payment facilities provided by Bank to automatically pay reoccurring operating expenses of Association (i.e., monthly utility charges). Any and all fees charged by Bank for or related to the Account and related services shall be paid by Association.

RPM, by and through a designated officer of RPM, shall have authority to conduct all business pertaining to the Account for the benefit of Association, including without limitation the making of deposits and withdrawals for payment of the costs and expenses of the Association. No other person shall have authority to conduct any such business unless first mutually approved in writing by RPM and Association.

RPM will make available copies of all documents and records pertaining to the Account for review by the Board at reasonable times and upon reasonable advance request.

Association will indemnify and hold RPM and all officers and employees of RPM, including Manager, harmless of and from any and all claims, demands, costs and expenses resulting from or pertaining to the establishment and use of the Account for the business of the Association, including without limitation any loss or damage caused by unlawful withdrawal of funds from the Account by any third party or dishonored payment or deposit by a Unit Owner, unless such loss or damage shall have been directly caused by a negligent act, willful misconduct, or breach of this Agreement by RPM.

**3.19 Collections:** RPM will use its best and reasonable efforts to collect, for and on behalf of the Association, all assessments, special assessments, maintenance fees and any other funds which may become due and owed to the Association by Home Owners or by third parties (referred to herein as "Collections") RPM shall not be responsible for any Collections of amounts owed to the Association on or before ten (10) days following the Effective Date of this Agreement unless sufficient and accurate information regarding such matters shall have been provided by Association to RPM, in writing. A complete and accurate statement of the account of every Home Owner shall be provided by Association to RPM within such ten-day period of time. For each Home Owner who shall be in default by failing to timely pay any assessment or fee owed to Association, RPM will prepare and serve upon such Unit Owner: i) the first written notice of default/delinquency; and ii) the first written notice of the intent of Association to assert a claim of lien to secure payment of the amount due, in accordance with Law and applicable provisions of the Community Documents. All costs for serving notices upon Home Owners shall be paid by Association. An administrative fee may be assessed and levied against the Home Owner as and to the extent permitted by Law. All actions to collect assessments from Home Owners shall comply with Law and the Community Documents. All costs for such collections shall be paid by Association.

**3.20 Bills and Invoices:** RPM, by and through Manager, will review all invoices and billing statements received by the Association for services, work, and supplies ordered in connection with maintaining and operating the property of the Community and will cause those statements and invoices to be paid by the Association, as and when the same shall become due and payable. RPM will provide the Association with a reasonable written accounting of such expenditures.

**3.21 Payments and Disbursements:** RPM shall deposit all funds collected from Unit Owners into the Account and shall withdraw, use and apply such deposited funds to cause payment of the following

costs and expenses in timely manner:

(a) Fire and other property insurance premiums, electrical, water, sewer, trash and similar charges; and the amount specified by the Association for allocation to reserves.

(b) The Management Fee and other payments and reimbursements to be paid to RPM by the terms of this Agreement.

(c) Other sums due and payable by the Association as operating expenses authorized to be incurred under the terms of this Agreement.

RPM shall maintain a system of office records, books of account in regard to RPM's duties hereunder in a manner which complies with acceptable accounting practices, and in a manner reasonably approved by the Board. Such records shall be kept in the office of RPM and shall be available for inspection by the representative of the Association, by appointment, at reasonable times during normal business hours.

RPM shall not be liable for any late fee, interest, fine or penalty caused by or resulting from any delay in payment of an obligation or required filing with any government authority or legal process due to: i) delay in delivery of information needed for such payment or filing to RPM; ii) delay in action by any accountant or legal counsel representing Association; or iii) any event or circumstance that is beyond the reasonable control of RPM.

RPM shall furnish to the Board, not later than the 20th day of each month, the following records and information for the preceding month/quarter:

(i) Statement of income and expenses, showing monthly and year-to-date expenditures as compared to current month and year-to-date budgets, with book-keeping and non-audited accounting to be done in reasonable accordance with standards of practice generally used and accepted in the community management industry within the county in which the Community is located.

(ii) Balance sheet showing cash balances for operating and reserve accounts.

(iii) A list of the prepaid and delinquent accounts.

(iv) A listing of all checks written and electronic disbursements/transfers.

**3.22 Annual Budget:** RPM, by and through Manager, shall prepare and submit to the Association a proposed annual budget for the operation of the Community for the ensuing fiscal year. The budget shall serve as a supporting document for the schedule of assessments proposed for the new fiscal year and for expenditures hereunder. The Association shall furnish RPM with the budget as adopted at least thirty (30) days before the commencement of the fiscal year. RPM, at the Association's expense, shall transmit copies of the proposed budget to each member at least fourteen (14) days before the meeting at which the budget will be considered or as required by the By-Laws of the Association. The budget shall constitute a major control under which RPM shall operate, and there shall be no material variances therefrom, except in the case of emergency repairs and such other matters that shall be otherwise first approved by the Board.

**3.23 Compliance with Official Orders:** RPM, by and through Manager, shall take such action as may be necessary to cause timely response to and compliance with any and all orders or requirements affecting the Association or the Community set forth by any Federal, State, County, Municipal or other governmental or regulatory authority having jurisdiction there over, and the orders of the Board of Fire Underwriters or other similar bodies. RPM shall not take any action under this Section, so long as Association is contesting the order or requirement. RPM shall promptly, and in no event later than seventy-two (72) hours from the time of receipt, notify the Board in writing of all such orders and notices of

requirements. Association will reasonably cooperate with RPM in all responses and compliance actions. All costs for responses and compliance actions shall be paid by Association.

3.24 **Government Filings:** RPM will cause all required forms and reports to be submitted to government authority, including without limitation the annual report to the Florida Secretary of State, and any and all reports to the Division of Corporations, Department of Business Regulation, State of Florida, to be timely prepared and filed on behalf of the Association, all filing fees for which shall be paid by the Association. RPM will reasonably assist and cooperate with Association's accountant in the preparation and filing of income tax returns.

#### 4. **COMPENSATION:**

4.1 **Monthly Fees** As compensation for the performance of the Management Services, Association will pay RPM a monthly fee of \$1,500.00, in advance on or before the first (1<sup>st</sup>) business day of each consecutive month, (referred to herein as the "Monthly Fee"). The Management Fee may be increased annually at a rate that shall not exceed five (5%) percent of the Management Fee paid during the preceding year if such increase is approved by the Board as part of the annual budget. In addition, Association shall pay an amount equal to the sum of: i) the monthly base salaries of the Manager and other on-site personnel; ii) employer's contribution to Social Security, health insurance and workers compensation expenses for Manager and other on-site personnel; in advance on or before the first (1<sup>st</sup>) business day of each consecutive month. Association will pay RPM, as compensation for services that are beyond the scope of the Management Services, at rates and in amounts stated on Appendix B attached to and made a part of this Agreement, to be billed separately and apart from the Monthly Fee.

4.2 **Additional Service Fees:** Association will pay RPM, as compensation for services that are beyond the scope of the Management Services, at the rates and in the amounts stated on Appendix A attached to and made a part of this Agreement.

#### 5. **ASSOCIATION DUTIES:**

5.1 **Payments:** Association shall timely make all payments for which it is responsible by the terms of this Agreement, including without limitation the Management Fee.

5.2 **Cooperation:** Association will reasonably cooperate with RPM in all matters pertaining to RPM's performance of the Management Duties and will not impair or interfere with such performance.

5.3 **Access: Association** grants to RPM and its employees and agents, including but not limited to Manager, rights of reasonable access to and entry upon the property of the Community for the performance of Management Services.

5.4 **Association Documents:** Prior to the commencement of the Term, Association will provide to RPM complete legible copies of the following documents:

- (a) Identification of the buildings, units, common elements and properties comprising the Community
- (b) The current Community Documents
- (c) Current rules and regulations
- (d) Most recent annual budget

- (e) Current list of Unit Owners, including contact information
- (f) Current policies of insurance coverage
- (g) Existing service contracts, guarantees and warranties
- (h) Name and address of current legal counsel
- (i) Name and address of current accountant
- (j) Tax returns for two years most recently filed
- (k) Current financial statements
- (l) The ledger for the account of each Home Owner showing payments made and amounts owed
- (m) Such other business records and information as RPM shall reasonably request

Association will promptly deliver to RPM any and all revisions and updates to the Association Documents and information listed above.

**5.5 Prompt Notification:** Association will provide to RPM prompt written notification of any and all information that is relevant to the performance of the Management Services, including without limitation: i) any defect, deficiency or other physical condition of the property of the Community; ii) any request for information or action made by a governmental agency pertaining to the Community or business of the Association; iii) any claim, demand or lawsuit asserted against the Association; iv) any known action to foreclose a mortgage or lien against any Unit; v) any change of ownership of a Unit; vi) each claim that funds are owed by the Association to any party; and vii) any complaint regarding the performance of Management Services.

**5.6 Association Liaison:** The president of the Association, or such other person who shall be designated by the Board, shall have authority to act as its liaison in all communications with RPM Manager. RPM and Manager shall have the right, but not the obligation to communicate with other officers, members of the Board and Home Owners.

**5.7 Insurance:** Association will maintain, at all times and at its expense, the insurance coverages stated below:

- (a) A policy of coverage against loss or damage to the property of the Community caused by wind, fire, and flood and extended casualty in an amount not less than the full insurable value thereof. A copy of such policy will be provided to RPM with name, address and phone number of the agent who issued the policy.
- (b) A policy of Commercial General Liability Coverage in an amount of not less than \$1,000,000.00 per claim/\$2,000,000.00 per occurrence against liability for damage to person or property. RPM shall be named as an additional insured party under such policy of insurance coverage. A copy of such policy will be provided to RPM with name, address and phone number of the agent who issued the policy.
- (c) A policy of coverage for officers and directors of Association against claims of loss or damage caused by errors and omissions in an amount not less than \$1,000,000.00 per claim or such greater amount as may be required by Law or approved by the Board. RPM shall be named as an insured party under such policy and shall be provided with a copy of the policy.
- (d) A policy of workers compensation coverage as may be required by Law, or such greater amount as shall be approved by the Board.
- (e) A Fidelity Bond in such amount as may be required by Law or such greater amount as shall be approved by the Board. RPM shall be named as an insured party under such

policy and shall be provided with a copy of the policy.

- (f) Such other insurance coverage as shall be required by Law or approved by the Board.

**5.8 Legal Counsel:** Association grants to RPM continuing authority to communicate and consult directly with legal counsel for Association as to all matters affecting the business of the Association pertinent to the performance of Management Services. It is understood and acknowledged that RPM shall not provide any opinions regarding legal matters upon which Association shall rely, and that Association shall rely only upon opinions provided by its legal counsel as to such matters.

**5.9 Computer Software/Programs:** All computer software and programs utilized by RPM in the performance of the Management Services for which RPM shall have been granted a use license shall be deemed and remained to be the property of RPM. Association shall not cause any use or alteration of such software and programs and will not interfere with RPM's use of the same.

## **6. RELEASE AND INDEMNIFICATION:**

**6.1 By RPM:** RPM shall indemnify and defend Association, its directors, officers and members (unit owners), and will save each harmless from and against all claims, damages, actions, losses and expenses, including but not limited to reasonable attorney fees and court costs for: (a) death, injury or damage to person or property arising out of or resulting from a negligent act or omission of RPM, its employees, agents or subcontractors; (b) a default by RPM in the performance of its obligations under this Agreement; or (c) a violation by RPM of a federal, state or local statute, regulation or rule. In the event that the Association, its directors, officers or owners shall be made a party to any litigation based upon such claims, RPM shall cause such action to be defended by legal counsel approved by Association, which approval shall not be unreasonably withheld.

**6.2 By Association:** Association shall indemnify and defend RPM, its directors, officers and shareholders, and will save each harmless from and against all claims, damages, actions, losses and expenses, including but not limited to reasonable attorney fees and court costs for: (a) death, injury or damage to person or property arising out of or resulting from a negligent act or omission of Association, its officers, directors, members, agents or contractors; (b) any default by Association in the performance of its obligations under this Agreement; or (c) a violation by Association of a federal, state or local statute, regulation or rule. In the event that the RPM, its directors, officers or shareholders shall be made a party to any litigation based upon such claims, Association shall cause such action to be defended by legal counsel approved by RPM, which approval shall not be unreasonably withheld.

## **7. GENERAL PROVISIONS:**

**7.1 Binding Effect:** This Agreement is binding upon and shall inure to the benefit of parties and their respective successors and assigns.

**7.2 Entire Agreement:** This Agreement constitutes the entire agreement between RPM and Association. No oral contract shall be deemed to exist between the parties, and no verbal statement not incorporated into the provisions of this Agreement shall be binding upon either party.

**7.3 Amendment:** This Agreement shall not be amended or modified except by written document duly executed by RPM and Association.



7.4 **Construction:** This Agreement shall be construed in accordance and under the laws of the State of Florida and shall not be construed more stringently against the party that drafted this Agreement.

7.5 **Execution Authority:** Association represents and warrants to RPM that: i) Association is not subject to any existing contract with any other party for community association management services and ii) The execution of this Agreement by the undersigned agent and representative of the Association has been duly approved by the Board.

Executed by RPM this \_\_\_\_ day of \_\_\_\_\_, 2024.

RESOURCE PROPERTY MANAGEMENT, INC.

BY: \_\_\_\_\_  
Officer

Corporate Seal

Executed by Association this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ARBOR GROVE CONDOMINIUM ASSOCIATION, INC.**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Officer

ATTEST:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Secretary

(CORPORATE SEAL)

**ARBOR GROVE CONDOMINIUM ASSOCIATION, INC.  
RESOURCE PROPERTY MANAGEMENT**

APPENDIX A

Schedule of itemized charges for services not included in basic management agreement. These items are subject to change based upon increased cost, etc. No increase in the below-listed costs will be incurred without a minimum thirty (30) day notice. **These charges may NOT be applicable for an on-site account using their own equipment.**

<u>Item</u>	<u>Standard Charge</u>
Additional Board Meetings.....	\$40.00 per hour
Insurance Claim/Non-Routine Building Restoration Administration in excess of \$50,000.00 .....	2% of Total Cost of Project
(Association has the right to opt in the 2% provision on a case-by-case basis, by written notification to the Manager).	
Court appearances, depositions, or consultations with attorneys in connection with litigation filed or proposed on behalf of or directed at the Association.....	50.00 per hour..... \$150.00/hr.-Officer
Dedicated Personnel Administration Expenses: (includes but is not limited to salaries, employer tax obligations, and workers compensation expenses and fees to the third-party employee leasing and payroll processing service, together with an administration fee. Excludes pre-employment screening):	
Dedicated Maintenance Personnel .....	32%
Dedicated Management /Clerical Personnel.....	22%
Health Insurance Expenses for Full-Time Dedicated Personnel: Client contribution is equal to current RPM corporate contribution for medical insurance and a minimal life insurance policy. Employee must work 30 or more hours per week to be eligible to enroll in the insurance on the 1 <sup>st</sup> of the month following sixty (60) days with RPM.	
Minutes – Zoom only .....	\$50.00 per hour (max 2 hours)
Admin Support Meeting Attendance.....	\$50.00 plus mileage
Records Storage .....	\$8.00 per box/\$50.00 min annual fee
Electronic Storage.....	\$25.00/month
Pickup or Retrieval of Storage Box(s) – each box.....	\$50 each way
Storage Cartons .....	\$3.50 each
Lease, Sale & Guest Applications.....	\$25.00 each
Fax.....	\$1.00 each
Material Reproduction: Black & White.... \$0.25 per copy.....Color.... \$0.75 per copy..... Scanning.... \$0.25 per copy	
Labels .....	\$0.20 each
File Folder.....	Legal - \$0.35 each.....Letter - \$0.25 each
Envelopes: #10 - \$0.50 each.....10x13 - \$0.65 each.....6x9 - \$0.55 each.....9x12 - \$0.60 each.....Ballot - \$0.50 each	
Gray - \$0.50 each.....Return - \$0.50 each	
Colored paper .....	\$0.30 each
Vendor checks including envelope and postage .....	\$2.00 each
Postage .....	Standard USPS rates
Annual Vantaca Fee .....	0-60 units \$250 / 61-100 units \$500 / 101-300 units \$750 / > 300 units \$1,000
Yearly Maintenance payment processing.....	\$2.50/Annual Fee... \$4.50/Quarterly Fee...\$6.00/Monthly Fee
Lien preparation / certified notification (Not including certified postage) .....	\$75.00 / Pre-Lien Letter
1099 preparation .....	\$10.00/vendor
<b>Delinquency Notices – includes owner statement &amp; envelopes .....</b>	<b>\$3.50</b>
Return check process fee.....	\$10.00
Special Assessment processing / additional unit billing .....	\$5.00/unit assessment per year
Vehicle Database Entry & Maintenance.....	\$5.00/Initial card, \$2.50/card updates
Microsoft Licensing (Field Personnel) .....	\$75.00
Annual Unit Owner Insurance Tracking .....	\$10.00 per door, if applicable
<b>Association Notary .....</b>	<b>NO CHARGE</b>
E-mail Financial Statements.....	\$3.00
Year End Postcards .....	\$2.00 each
<b>Loan financing Processing.....</b>	<b>\$150.00 Annual</b>
<b>Year End Cash Receipt Report Preparation.....</b>	<b>\$250.00 Annual</b>
<b>Assisting with CPA compilations, reviews and audits.....</b>	<b>\$150.00</b>
Estoppel Letter, Welcome Package .....	<b>\$299.00*</b>

**\*Not an Association expense. Cost to be paid by 3<sup>rd</sup> party. Rates subject to change based on contract provisions with 3<sup>rd</sup> party provider.**

Additional services can be provided at a negotiated rate.

**Effective date 12/1/22**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
ARBOR GROVE CONDOMINIUM ASSOCIATION, INC.  
FOR APPROVAL OF ESTOPPEL CERTIFICATE SERVICE FEES**

BE IT RESOLVED that at a meeting of the Board of Directors (the “**Board**”) of **ARBOR GROVE CONDOMINIUM ASSOCIATION, INC.**, (the “**Association**”) duly noticed, held and conducted in accordance and compliance with the Bylaws of the Association on the \_\_\_ day of \_\_\_\_\_, 2024, the Board voted upon and passed this Resolution approving the service fees to be charged by Resource Property Management, Inc. (“**Resource**”) to unit owners or other appropriate parties for the preparation, processing and delivery of Estoppel Certificates for and on behalf of the Association, as stated below:

1. Resource may charge a fee up to and not to exceed \$299.00 for preparation and normal, non-expedited delivery of each Estoppel Certificate requested.
2. Resource may charge an additional fee up to and not to exceed \$109.00 for each expedited service of an Estoppel Certificate within three (3) business days following the date upon which it is requested.
3. Resource may charge an additional fee up to and not to exceed \$179.00 for preparation and normal, non-expedited delivery of each Estoppel Certificate pertaining to a Unit for which payment of assessments is delinquent.

If a fee for an Estoppel Certificate is not paid by a unit owner or other appropriate party to Resource within five days after issuance of the Certificate, the Association shall pay the fee to Resource, provided Resource continues to pursue collection of the fee on behalf of the Association against the unit owner or other appropriate party as permitted by law.

The fees stated above shall be adjusted every five (5) years based upon and in accordance with percentage changes in the cost of living, as measured by the Consumer Price Index, as permitted by applicable provisions of Florida Statutes.

BE IT FURTHER RESOLVED that the Management Agreement between the Association and Resource shall be deemed to be amended and revised to incorporate the terms stated above in this Resolution.

RESOLVED this \_\_\_ day of \_\_\_\_\_, 2024

**ARBOR GROVE CONDOMINIUM ASSOCIATION, INC.**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary