

The Estuary Homeowners' Association, Inc.
Special Meeting of the Board of Directors
April 24, 2019

MEETING MINUTES

Call to Order – Director Brown called the meeting to order at 6:32 p.m.

Proof of Quorum – Directors Brown, Yokell and Officer Morales were present.

Proof of Notice – Director Brown indicated notice was duly posted at the entrances of the community and on the web site.

1. Director Brown encouraged maximum participation for the upcoming Hearing App N. RZ 18-1488 (PD) on May 7, 2019.
2. Management Committee Presentation. Two representatives from McNeil Management Company, Mr. Douglas Pinner and Mrs. Pamela Pinner were present. A series of questions were asked by the Board and two homeowners participating via Zoom. All questions were answered in a satisfactory manner. A motion was presented by Director Brown and seconded by Director Yokell to terminate the current management contract with PCC and establish a new contract with McNeil Management Company to provide The Estuary HOA community management services effective June 1, 2019 (See Enclosure 1). No discussion; motion approved. Director Brown will contact McNeil immediately to prepare the termination notice to be delivered to PCC in the next few days, and start the transition process to the new management company.
3. Officer Morales presented his resignation as Secretary, due to personal reasons.

Adjournment – Director Brown adjourned the meeting at 8:09 p.m.

Board Member's Signature

**MCNEIL MANAGEMENT SERVICES, INC.
MANAGEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of April, 2019, by and between THE ESTUARY HOMEOWNERS ASSOCIATION, INC., whose mailing address is 11414 Sand Rock Stone Dr, Riverview, Florida 33569 (the "Association"), and MCNEIL MANAGEMENT SERVICES, INC., whose mailing address is PO Box 6235, Brandon, Florida 33508-6004 (the "Manager").

WHEREAS, the Association is responsible for maintaining the common elements and enforcing deed restrictions in THE ESTUARY (the "Subdivisions"); and

WHEREAS, the Association desires to engage the Manager to undertake certain duties of the Association with regard to the Subdivisions.

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated into and made a part of this agreement, and of the mutual covenants and promises set forth herein, the Association and the Manager hereby agree as follows:

1. Term. The Association hereby appoints the Manager, and the Manager hereby accepts the appointment, on the terms and conditions set forth in this Agreement, as Association Manager, for an initial term of twelve (12) months, commencing on June 1, 2019 unless sooner terminated as provided herein.

2. Duties of Manager. The Manager shall assist the Association in performing the following functions and duties:

a. The Manager shall request and facilitate the collection of all assessments, dues, and other receivables owed to the Association by the property owners in the Subdivisions. All monies received by the Manager or their assignees shall be deposited in financial institutions selected by the Association in accounts designated by the Association, in accordance with the bylaws and other governing documents of the Association. No funds of the Association shall be co-mingled with funds of the Manager or any other party.

b. The Manager shall maintain a record of all income and expenses, assets and liabilities for the Association on a cash basis.

c. The Manager shall assist the Association, its treasurer, and others involved in the preparation of operating and capital budgets for the Association.

d. The Manager shall prepare and distribute the annual assessment notice and related payment information for the necessary number of assessment periods during the fiscal year (not to exceed four (4) payment periods annually), as determined by the Association.

e. The Manager shall provide, at the Association's expense, payment coupons or statements for the property owner's convenience of making periodic payments.

f. The Manager shall maintain a record of billing and receipts from an initial roll of property owners provided by the Association.

g. The Manager shall administer the Association delinquency procedure, as established by the Association's board of directors and consistent with the Association's governing documents.

h. The Manager shall provide to the Association a delinquency roll as necessary (but not more frequently than monthly) setting forth all property owners with outstanding balances.

i. The Manager shall prepare and mail delinquency notices to delinquent owners.

j. The Manager shall provide all necessary information to the Association's attorney, as specified by Manager, for the placement of liens against individual properties in the Subdivisions for unpaid dues and assessments pursuant to the policy prescribed by the board of directors and consistent with the Association's governing documents.

k. The Manager shall assist the Association's legal counsel, as necessary, in initiating required legal action consistent with the Association's governing documents, Association policy as established by the board of directors, and state law.

l. The Manager shall receive, review, and approve invoices and billing statements directed to the Association, according to policies as established by the Association's board of directors and consistent with the Association's governing documents.

m. The Manager shall prepare and attend to the proper execution and distribution of checks for payment of accounts payable of the Association, as directed by the Association. The Association hereby authorizes the Manager to prepare checks for disbursements and expenditures related to approved contracts, other agreements, utility charges and other expenses as designated in the budget adopted by the Association.

n. The Manager shall maintain an "accounts paid" file on behalf of the Association.

o. The Manager shall prepare and maintain records necessary to produce financial statements for the Association.

p. The Manager shall prepare monthly financial statements, including a Balance Sheet, General Ledger, Budget Variance, and YTD Budget Comparison, accounting for all financial activity/transactions within all Association accounts during the period.

q. The Manager shall cooperate with the Association's accountant in any audit, review or compilation of the Association's financial records and preparation of the annual income tax returns.

r. The Manager shall prepare monthly reports detailing any architectural alteration, notice and violation activity for presentation to the board of directors.

s. The Manager shall prepare for the Association general correspondence relating to business matters of the Association with residents, contractors, government officials and other entities and shall maintain a file of all such Association correspondence.

t. Manager shall respond to estoppel requests as dictated by Florida Statute and Association resolution.

u. The Manager shall contact property owners, as reasonably necessary, to pursue compliance with the deed restrictions of the Subdivisions.

v. The Manager shall assist the Association in the selection of contractors for recurring services, in obtaining from each contractor proof of insurances and licenses, and in having contractor name the Association as additional insured or certificate holder on contractor's insurance policies, all as required by the board of directors or by law.

w. The Manager shall attend up to four (4) meetings each year (including the budget meeting and the annual membership meeting).

x. The Manager shall perform a street-level, driving survey of the exterior of the homes located within the Subdivisions on a bi-weekly basis to determine compliance with the deed restrictions of the Subdivisions.

y. The Manager shall perform a street-level, driving survey of the common areas located within the Subdivisions on a bi-weekly basis to assure that the common areas are maintained in a manner consistent with the standards established by the Association. All contracts for the maintenance of the common areas shall be executed by the Association, and costs related to such services shall be the responsibility of the Association.

3. Compensation and Cost Reimbursement. The Association shall provide compensation to the Manager for its services under this Agreement, reimburse the Manager for costs expended in carrying out its duties under this Agreement in accordance with the Fee Schedule set forth on Exhibit A attached hereto. Manager shall submit an invoice to the Association for its services and reimbursement of costs, which shall be due and payable by the Association upon receipt. Invoices remaining unpaid for more than thirty (30) days shall bear interest from the invoice date at the rate of eighteen percent (18%) per annum.

4. Indemnification. The Association shall name Manager as additional insured on Association insurance policies. The Association shall also indemnify and hold the Manager harmless from and against all claims, damages, expenses and judgments, including, without limitation, reasonable attorney's fees, sustained by the Manager as a result of the negligence or other wrongdoing of the Association, its members, employees, agents or licensees. This obligation to indemnify shall survive the termination of this Agreement.

5. Termination. If either party defaults in its respective duties under the terms of this Agreement, the non-defaulting party may, at its option, provide written notice of the default ("Notice of Default") to the defaulting party. The defaulting party shall have thirty (30) days after the receipt of such notice in which to cure the default. If the default has not been cured to the satisfaction of the non-defaulting party within such thirty (30) day period, the non-defaulting party may, at its option, terminate this Agreement by providing to the defaulting party a written notice of termination ("Notice of Termination"). The termination shall be effective on the last day of the calendar month in which the Notice of Termination is received by the defaulting party. Notwithstanding any termination pursuant to this paragraph, the defaulting party shall nevertheless be entitled to full compliance with this Agreement by the non-defaulting party, including the payment of all compensation or other monies owed the defaulting party, through and including the date of termination.

6. Renewal. This Agreement shall automatically be renewed as of June 1, 2020 and, thereafter, annually on June 1st each year, for a period of twelve (12) months, upon the same terms and conditions set forth herein, unless:

a. Either party has terminated this agreement pursuant to paragraph 5, above; or

b. Either party provides written notice to the other, at least sixty (60) days prior to the anniversary date, of such party's intent not to renew the Agreement. Such notice shall be effective as of the next anniversary date of this Agreement.

7. Modification; Integration. This Agreement contains the entire agreement between the parties and supersedes all oral negotiations and prior writings in respect to the subject matter contained herein. This Agreement may not be amended or modified in any manner, including this provision against oral amendment or modification, except by an instrument in writing signed by both parties hereto.

8. Forces Beyond Control of Parties. Neither party shall be liable to the other in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations under this Agreement, when such failure or delay in performance is caused by strikes, riots, war, acts of God, accidents, governmental order or regulation, or any other cause beyond such party's reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should the Manager be prohibited, restricted or otherwise prevented from rendering specified services by such conditions, the Manager shall notify the Association of its inability, and the Association, may, at its option, terminate this Agreement in accordance with the provisions of paragraph 5, above.

9. Notices. Any notice required or permitted under this Agreement to either party shall be in writing. Any such notice shall be deemed to be given when hand delivered to the receiving party, or when actually received after having been mailed to the receiving party by registered or certified mail, return receipt requested, postage prepaid, addressed to the receiving party at its address set forth at beginning of this Agreement, or at such other address as such party hereafter designates (by written notice give to the other party) as its address for purposes of notice hereunder.

10. No Assignment; Binding Effect. This Agreement may not be transferred or assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of, and be binding upon, the Association and the Manager and their respective successors and assigns.

11. Paragraph Headings. Paragraph headings used herein are for convenience only and shall not affect the construction of this Agreement.

12. Governing Law; Venue. This Agreement shall be governed by and construed under the laws of the state of Florida. Any action for the enforcement or interpretation of this Agreement shall be brought in the court having jurisdiction of such action in Hillsborough County, Florida, which shall be exclusive venue for any actions arising under or as a result of this Agreement. The parties hereto hereby waive any right to venue in any other county.

13. Severability. The provisions of this Agreement are severable and the invalidity of any provision shall not affect the validity of any other provision hereof.

14. Attorney's Fees. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, including, without limitation, attorneys' fees on appeal and in bankruptcy and reorganization proceedings.

Dated as of the day and year indicated at the beginning of this Agreement.

Witnessed by:

THE ESTUARY HOMEOWNERS
ASSOCIATION, INC.

(Printed name of witness)

by: _____

_____, its _____

Association

(Printed name of witness)

McNEIL MANAGEMENT SERVICES, INC.

by: _____

Pamela J. Pinner, President

(Printed name of witness)

Manager

(Printed name of witness)

EXHIBIT A

Fee Schedule

Management fee is \$2,000.00 per month (\$24,000 per year). The monthly invoice amount is payable by Association at the commencement of this agreement and on the first of each month thereafter. Please refer to the schedule below for further detail.

Mass Mailings		3/yr (Assessment, Budget Meeting Postcard & Annual Mtg.) plus 1 announcement mailing at start of contract. Mass mail considered 25% or more of total homes (the "Mass Mail Exception").
Paper	Included	
Envelopes	Included	
Labels	Included	
Postage	Included	
Copying	Included	
Preparation	Included	
Communication		Individual contacts w/ owners regarding violations, etc.
Paper	Included	
Envelopes	Included	
Postage	Included	
Copying	Included	
Faxing	Included	
Emails	Included	
Phone Calls	Included	
Assist Attorney	Included	
Owner Transfers		Working with entities involved in sale of a property
Phone Calls	Included	
Emails	Included	
Faxing	Included	
Deed Restrictions	Included	
Welcome Packets		Package to new owner with contact & community info
Paper	Included	
Envelopes	Included	
Labels	Included	
Postage	Included	
Copying	Included	
Surveys	Included	Bi-Weekly driving surveys of residential and common areas within community.

Meetings		Attend up to four (4) meetings per year and provide reporting as described herein. Additional meeting attendance to be billed at \$150/hr.
Planning/Scheduling	Included	
Financial Reports	Included	Provided to board monthly.
Directory by Name	Included	Updated owner list provided to board as necessary
Directory by Address	Included	Updated owner list provided to board as necessary
File Storage		Files kept in locked facility and cabinets.
Storage Boxes	Included	
Manila Folders	Included	Additional folders provided as necessary
Pendaflex	Included	Additional folders provided as necessary
Filing Cabinets	Included	
Bookkeeping		Handle bank accounts, investments, invoices, budgeting, etc. as described herein.
Bank Accounts	Included	
Accounts Payable	Included	
Accounts Receivable	Included	Management will administer owner accounts for four (4), quarterly assessment payment cycles per year.
Banking Supplies	Bank Charge	Direct fees only, no handling fees charged by Manager
Payment Coupons	Bank Charge	Direct fees only, no handling fees charged by Manager
A/R Delinquencies		Handling of delinquent owner accounts.
Late Notices	Included	1 regular mail late notice per assessment per delinquent owner, subject to Mass Mail Exception.
Attorney Demand Letter	Included	Delinquent owners sent to attorney for certified demand letter per FL Statutes. Manager charges admin fee per account sent to attorney. <u>Fee reimbursed by delinquent owner.</u>
Lien Process	Included	<u>Delinquent account updates sent to attorney for lien process.</u>
Foreclosure Process	Included	Sending foreclosure authorizations and account updates to attorney for foreclosure of delinquent accounts.

Expenses incurred by the Association shall be as follows:

- Mass Mail Exception expense for mailings beyond scope of contract to be determined based on material cost, production cost and USPS postage at the time of mailing.
- Association banking fees including but not necessarily limited to payment coupons, checks, etc.

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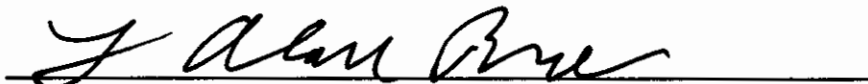
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