



THE MEADOWS

AT WORLD GOLF VILLAGE

Board Meeting – Dec 8, 2022 at 7PM

Dec 12, 2022

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Preliminary and Subject To Change

Agenda – Board Organizing Meeting (Rescheduled)

- Meeting Called to Order
- Opening Remarks
- Assignment of Staggering Term Duration
- Elect the association officers
- Adjournment (*of Board Organizing Meeting*)

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Agenda – Board Meeting – Dec 8th

- Meeting Called to Order
- Opening Remarks
 - Clarification – Over last 3+ years, Board over spent Spendable Income – did not “loss” monies
- Special Orders
 - Events of the Month of November 2022
- Review and Acceptance of Minutes *(Deferred to Jan Meeting)*
- Reports of Officers, and Committees
 - President
 - Treasurer
 - ARC Committee *(Deferred to Jan Meeting)*
 - SRV Committee *(Deferred to Jan Meeting)*
- Unfinished Business *(Deferred to Jan Meeting)*
- New Business *(Deferred to Jan Meeting)*
- Open to those attending for comments, feedback and questions
- Closing Remarks
- Adjournment

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Preliminary and Subject To Change

Opening Remarks - Clarification

Treasurer’s Report - Financial Health (3 of 4)

- Board received misleading and confusing financial monthly reports
 - Reports were created by Thompson Management
 - Submitted to the board as Agenda attachments
 - Not presented to the board
 - Hidden in confusing data – the last 3 years: overspent income by \$30,000
- Unpaid accounts from the owners were not properly tracked
 - Significant portion had to be written-off
 - In process establishing an on-going procedure to handle unpaid assessments

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Special Order – Events of November 2022

- Board conducted business without a scheduled or announced meeting
 - Allowed by Governing Documents and State Statutes
 - Requirement:
 - Must be documented
 - Preserved in official records
 - Presented at next scheduled board meeting
- Board Actions
 - Priority Management
 - First Coast Management
 - The Lake Doctors (Aquatic Management Service)
 - Florida Waterways (Aquatic Management Service)

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Preliminary and Subject To Change

November 2022

- **Priority Community Management, LLC**
 - Opened discussion of concerns involving Priority Management
 - Executive Session Matter
 - Began the evening of November 4, 2022
 - Decision to terminate contract with Priority Management
 - Board members decided the evening of November 4, 2022
 - Notice of termination given on November 7th - Monday
 - 30 day notice - contact end date – December 7th
 - Notified via phone call with Ms. Sutton
 - Written Notice given per contract requirement via USPS mail
 - “Misinformation” triggered abrupt cessation of relationship
 - Triggering Incidents on November 14th & 15th
 - Relationship abruptly ended on November 15th
 - Announcement to Community posted on November 15th

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November 2022

▪ **First Coast Association Management, LLC**

- Reached out to First Coast for formal contract proposal on November 7th
- Contract distributed to Directors for review
- Meet & Greet session with Travis Storey, CPA, Principal of First Coast
 - Session on Tuesday evening, November 15th
- Board decided to authorize of signing contract with First Coast
 - Director agreement to proceed with First Coast – November 4th & 5th
 - My position was it was conditional on Meet & Greet with Board
 - Directors expressed their acceptance of First Coast on November 15th
- Contract with First Coast signed on November 15th
 - Effective December 1, 2022
 - Due to holidays and end-of-year activities – full service begins on January 1st
 - Transition began November 16th (will continue into January)

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Preliminary and Subject To Change

November 2022

▪ **The Lake Doctors (Aquatic Management Service)**

- Licensed Professional Engineer inspected our Surface Water Retention System
 - On-Site inspection occurred on Friday September 30th
 - This was following storm event on Wednesday and Thursday, Sept 28th & 29th
 - Found system working as designed per requirement of our permit
 - Did find that the out-flow of large pond on Mackenzie Circle was obstructed
 - Large amount of plastic containers restricting water out flow draining into wetlands
 - Cleared the blockage – May have noticed a drop of about 4” in the ponds along Mackenzie Cir.
 - Indicated a significant amount of floating plastic containers was also present
- Notified Lake Doctors of obstructed out-flow
 - Asked for follow-up on technician’s report that ALL outflows were cleared on Sept 28th
 - Received no response to initial and follow-up inquiry
- On October 6th gave notice of termination to Lake Doctors
 - Contract had a 60-day termination notice requirement
 - Contract with Lake Doctors ended November 30th

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November 2022

- Florida Waterways (Aquatic Management Service)
 - Received contract proposal in October 2022
 - Better price – same as Lake Doctors in early 2022 (before increase in August 2022)
 - Providing at no additional cost – improved debris barriers for two (2) out-flow
 - Debris barrier required to prevent fish and plastic from be released into wetland
 - Contract reviewed by President and Vice-President
 - Board prior authorization not required
 - Board oversight required (*can vote to revoke contract approval*)
 - Contract signed on November 21, 2022
 - Effective December 1st

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Preliminary and Subject To Change

November 2022

- Annual Members Meeting
 - Meeting scheduled for Thursday, November 10th
 - Due to Storm – Middle School facility was unavailable on November 9th
 - Activated as a shelter for SJC on Wednesday, November 9th
 - Working with the School – Limited available times in December
 - Selected Monday, December 5th - Other dates already booked for evenings at 7 PM
 - Meeting Rescheduled for Monday, December 5th – 7 to 8 PM – Same Agenda
 - Updated Public Notices of Rescheduled Meeting
 - Website updated on Wednesday, November 9th
 - Public Notice Board updated on Saturday, November 12th
 - Worked with Printer on Wednesday, Nov 9th – Post Card Meeting Notices
 - Printer prepared the mailing on Friday, Nov 11th
 - USPS processed mailing on Saturday, Nov 12th
 - Deliver to owners began on Monday, Nov 14th

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President Report

- Status of Transition with First Coast
- Christmas Lights at the Entrance
- Trimming of Landscape at Entrance
- Status of Irrigation System
- Brightview Post-Storm Clearing of Downed Branches
- Status of Deferred Landscape Maintenance Proposals
- Inspection Report for Surface Water Retention System

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Treasurer Report

- Financial Report for October 2022
- Financial Report for November 2022
- Included with Annual Member Notice on Oct 27, 2022
 - 2023 Budget
 - Summary of Financial Condition – October 6, 2022
 - Summary of Financial Activity – January – September 2022
 - Notice of Assessment Increase
 - Notice indicated early payment of assessment directed to Priority’s address
 - If envelope indicates “Meadows at World Golf Village”
 - Being returned unopened to sender by Priority
 - If envelope addressed only to Priority – they are opened
 - Being sent to me after discovering that it is an early payment

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The Meadows at World Golf Village HOA		Comparison of Operating Activities to Budget			As of November 30, 2022	
Acct. #	Account	Sub-Account	Operating Acct	Budget 2022	Over/Under \$	Over/Under %
INCOME						
4500	4500 - Assessments Charged (Curr. Yr.)	(As Actually Collected vs Accured Charges)	\$91,940.00	\$100,000.00	(\$8,060.00)	-8.06%
4700	4700 - Delinquent Acct Recovery					
4701	4700 - Delinquent Acct Recovery	4701 - Delqnt Assessment Recvd	\$5,500.00	\$0.00	\$5,500.00	
4702	4700 - Delinquent Acct Recovery	4702 - Delqnt Payment Fee Recvd	\$1,120.00	\$3,100.00	(\$1,980.00)	-63.87%
4703	4700 - Delinquent Acct Recovery	4703 - Delqnt Payment Interest Recvd	\$4,019.69	\$4,500.00	(\$480.31)	-10.67%
4707	4700 - Delinquent Acct Recovery	4707 - Delqnt Payment Legal Cost Recvd	\$2,179.26	\$0.00	\$2,179.26	
4707	4700 - Delinquent Acct Recovery	4708 - Delqnt Payment Exp Costs Recvd		\$0.00		
5400	5400 - Capital Reserve Fund Contrib					
5600	5600 - Interest Income					
5605	5600 - Interest Income	5605 - Interest Earned - Operating	\$7.02	\$0.00	\$7.02	
5610	5600 - Interest Income	5610 - Interest Earned - Reserves				
5700	5700 - Miscellaneous Income					
5702	5700 - Miscellaneous Income	5702 - Misc Returned Check Fees		\$0.00		
5704	5700 - Miscellaneous Income	5704 - Misc Estoppel & Transfer Fees	\$350.00	\$0.00	\$350.00	
5706	5700 - Miscellaneous Income	5706 - Misc Service-Rental Fees		\$0.00		
5800	5800 - Delinquent Acct Chrges (Posted)					
5802	5800 - Delinquent Acct Chrges (Posted)	5802 - Late Payment Fee Charged		(Acct Recv)		
5803	5800 - Delinquent Acct Chrges (Posted)	5803 - Late Payment Interest Charged		(Acct Recv)		
5807	5800 - Delinquent Acct Chrges (Posted)	5807 - Late Payment Legal Cost Charged		(Acct Recv)		
5807	5800 - Delinquent Acct Chrges (Posted)	5808 - Late Payment Exp Costs Charged		(Acct Recv)		
INCOME - TOTAL			\$105,115.97	\$107,600.00	(\$2,484.03)	-2.31%
EXPENSES						
7000	7000 - General & Administrative					
7200	7000 - General & Administrative	7200 - Accounting & Audit	\$150.00	\$0.00	\$150.00	
7300	7000 - General & Administrative	7300 - Bank Account Service Charges	\$659.85	\$0.00	\$659.85	
7310	7000 - General & Administrative	7310 - Bank Returned Check Charges		\$0.00		
7320	7000 - General & Administrative	7320 - Minor Acct Bal Adjust (Curr. Year)	\$79.65	\$0.00	\$79.65	
7410	7000 - General & Administrative	7410 - Insurance	\$8,523.39	\$6,300.00	\$2,223.39	35.29%
7420	7000 - General & Administrative	7420 - Copies & Printing	\$2,280.32	\$1,000.00	\$1,280.32	128.03%
7610	7000 - General & Administrative	7610 - Legal & Collection Expenses	\$8,473.16	\$6,600.00	\$1,873.16	28.38%
7620	7000 - General & Administrative	7620 - Corporate Report Filings	\$61.25	\$64.00	(\$2.75)	-4.30%
7630	7000 - General & Administrative	7630 - Postage & Delivery	\$997.53	\$650.00	\$347.53	53.47%
8155	7000 - General & Administrative	8155 - Meeting Room Costs	\$822.54	\$500.00	\$322.54	64.51%
8160	7000 - General & Administrative	8160 - Miscellaneous & Office Supplies	\$416.88	\$486.00	(\$69.12)	-14.22%
8180	7000 - General & Administrative	8180 - Association Mgmt Contract	\$21,550.00	\$28,800.00	(\$7,250.00)	-25.17%
8190	7000 - General & Administrative	8190 - Association Mgmt Clerical Support	\$1,072.44	\$0.00	\$1,072.44	

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Preliminary and Subject To Change

The Meadows at World Golf Village HOA		Comparison of Operating Activities to Budget			As of November 30, 2022	
Acct. #	Account	Sub-Account	Operating Acct	Budget 2022	Over/Under \$	Over/Under %
8500	8500 - Grounds Maintenance					
8514	8500 - Grounds Maintenance	8514 - Landscape Contract	\$39,654.34	\$45,000.00	(\$5,345.66)	-11.88%
8515	8500 - Grounds Maintenance	8515 - Lake Maint. Contract	\$5,868.00	\$7,000.00	(\$1,132.00)	-16.17%
8517	8500 - Grounds Maintenance	8517 - Tree & Shrub Routine Maint	\$2,100.00	\$2,500.00	(\$400.00)	-16.00%
8520	8500 - Grounds Maintenance	8520 - Misc Minor Repair & Maint-Entrance	\$2,700.00	\$500.00	\$2,200.00	440.00%
8521	8500 - Grounds Maintenance	8520 - Misc Minor Repair & Maint-Ponds				
8523	8500 - Grounds Maintenance	8523 - Electricity-Entrance	\$847.92	\$1,000.00	(\$152.08)	-15.21%
8525	8500 - Grounds Maintenance	8525 - Electricity-Street Lights	\$3,246.70	\$3,700.00	(\$453.30)	-12.25%
8530	8500 - Grounds Maintenance	8530 - Irrigation Routine Repairs	\$1,472.75	\$3,500.00	(\$2,027.25)	-57.92%
8531	8500 - Grounds Maintenance	8531 - Patrol Officer		\$0.00		
8700	8700 - Reserve Funds Expense					
8705	8700 - Reserve Funds Expense	8705 - Reserve Fund Sched Contrib Exp		\$0.00		
8710	8700 - Reserve Funds Expense	8710 - Deferred Grounds Maintenance		(Resrv Funds)		
8720	8700 - Reserve Funds Expense	8720 - Deferred Irrigation Maintenance		(Resrv Funds)		
8730	8700 - Reserve Funds Expense	8730 - Deferred Pond Maintenance		(Resrv Funds)		
8740	8700 - Reserve Funds Expense	8740 - Defferred Signage Maintenance		(Resrv Funds)		
8750	8700 - Reserve Funds Expense	8750 - Storm Evt Recovery-Restoration		(Resrv Funds)		
8760	8700 - Reserve Funds Expense	8760 - Tree Incident Removal-Replacemt		(Resrv Funds)		
8770	8700 - Reserve Funds Expense	8770 - Pond Incident Mitigation-Repair		(Resrv Funds)		
8780	8700 - Reserve Funds Expense	8780 - Well Incident Repair-Replacemt		(Resrv Funds)		
8790	8700 - Reserve Funds Expense	8790 - Insurance Deductable		(Resrv Funds)		
9000	9000 - Delinguent Account Write-Off					
9100	9000 - Delinguent Account Write-Off	9100 - Bad Debt Charge Adjustment		(Acct Recv)		
9200	9000 - Delinguent Account Write-Off	9200 - Bad Debt Limit per FL Statutes		(Acct Recv)		
9800	9800 - Income Tax			\$0.00		
EXPENSE - TOTAL			\$100,976.72	\$107,600.00	(\$6,623.28)	-6.16%
FISCAL YEAR FINANCIAL CONDITION						
9900	9900 - Status of Income-to-Expenses	(As of 11/30/22 - 1 months to go)	\$4,139.25	\$0.00	\$4,139.25	
			(need for 1 months)	\$8,333.33		
			(Est Shortage)	(\$4,194.08)		

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Board Members Discussion



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Comments, Feedback and Questions



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Next Meeting – Thursday, Jan 12th at 7 PM

- Jan 12th Meeting’s Agenda *(online and via phone – see website)*
 - Meeting Called to Order
 - Opening Remarks
 - Review and Acceptance of Minutes
 - Reports of Officers, Committees, and Community Manager
 - President
 - Treasurer
 - ARC Committee
 - SRV Committee
 - Community Manager
 - Unfinished Business
 - New Business
 - Open to those attending for comments, feedback and questions
 - Closing Remarks
 - Adjournment

Dec 12, 2022

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Thank You for Attending



FIRST COAST ASSOCIATION MANAGEMENT, LLC

MANAGEMENT CONTRACT

THIS ASSOCIATION MANAGEMENT AGREEMENT (hereinafter referred to as “Agreement”) is made as of the 7th day of November, 2022, by and between THE MEADOWS AT SAINT JOHNS OWNERS ASSOCIATION, INC. a Florida Not For Profit Corporation (hereinafter called the “Association”) whose current address is 1001 Ardmore St. St Augustine, Florida 32092 and FIRST COAST ASSOCIATION MANAGEMENT, LLC, a Florida limited liability company (hereinafter called the “Manager”) having its principal office at 11555 Central Parkway, Suite 801, Jacksonville, Florida 32224.

RECITALS:

WHEREAS, the Association desires to employ Manager as managing agent for the Association, consisting of all the homes (collectively referred to as “Units/Lots”) which are a part of The Meadows at Saint Johns Owners Association, Inc. (the “Association” or the “Community”). Manager understands that the function of the Association is the operation and management of the common property of the Community and all other such duties as are set forth in the Declaration of Easements, Covenants, Conditions and Restrictions of the Association, as amended from time to time (“Declaration”). Manager agrees to confer with the Directors (as defined below) of the Association in the performance of its duties as set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and promises contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Definitions

As used in this Agreement:

- A. The term “Board of Directors” or “Directors” shall mean the governing body of the Association, the members of which shall be appointed or elected by the Owners from time to time as provided in the Community Documents.
- B. The term “Association Documents: shall mean those instruments and documents pursuant to which the Association and the Community are established, including the Declaration of Condominium or Declaration of Covenants, Conditions, and Restrictions or similar documents, if any, the Articles of Incorporation, the Bylaws, and all recorded covenants, conditions, or restrictions, and resolutions.
- C. The term “Community” shall mean the development known as The Meadows, located in the State of Florida, County of St. Johns, and consisting of 400 units/lots.
- D. The term “Owner” shall mean any person or persons described in the Community Documents as being a member of the Association.

2. Appointment

The Association hereby appoints, and the Manager hereby accepts appointment, on the terms and conditions hereafter provided, as exclusive managing agent of the Community.

3. Term

This term of the Agreement shall be December 1, 2022 until November 30, 2024, except that manager may perform transition activities starting on the date this agreement is signed. This Agreement shall automatically renew for consecutive two-year periods on the same terms as are contained herein (except for the "Term") unless terminated by either party upon written notice to the other sixty days (60) in advance of contract expiration.

4. General Responsibilities

The Manager acknowledges that the function of the Association is to operate and manage the Community as contemplated by the Association Documents. The Manager agrees to cooperate fully with, and provide assistance to, and to act at the direction of the Board of Directors in the performance of such functions as herein set forth. The Manager also agrees to cooperate fully with all committee members. It is further understood and agreed that the authority and duties conferred upon the Manager hereunder are confined to the Area of Common Responsibility as defined in the Declaration. The Manager shall have no responsibility for any replacement, repair, or maintenance of the interior of the units/lots.

5. Information

In order to assist the Manager in functioning hereunder, the Association shall, to the extent such are in its actual possession, furnish the Manager with a complete set of the Association Documents and such other information, including relevant financial reports and budgets.

6. Employees

The Manager shall hire in its own name all managerial personnel necessary for the efficient discharge of its duties hereunder. There shall be not less than one (1) person assigned to the Community (which person may be assigned on a part-time basis).

Those employees of the Manager who handle or are responsible for handling of the Association's monies shall, without expenses to the Association, be bonded by a fidelity bond of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), Manager shall deliver to the Association once per year from the date of this Agreement, or as often as requested by the Board, a certificate of insurance evidencing that such coverage is current and in effect.

7. Management of the Community

The specific management services to be performed under this Agreement and the manner in which services are to be performed are as follows and on an as-needed basis or with an estimated frequency as set forth below:

A. General Matters

- (1) The employee of the Manager assigned to the Community by the Manager in accordance with Paragraph 6 of this Agreement shall have primary and day-to-day responsibility for the services provided by manager to the Association and shall be the primary contact between the Association and the Manager. The assigned employee will be generally available at the Manager's office during normal working hours (9:00 a.m. to 5:00 p.m.), Monday through Friday (except holidays).
- (2) The Manager shall inspect the Community on a regular basis to ensure adequate maintenance of common property, during normal working hours and report his or her findings to the Board of Directors. The President or another member of the Board may accompany the Manager during the above-referenced inspection.
- (3) The Manager will confer fully with the Board in the performance of its duties, will attend one (1) annual membership meeting per year and up to six (6) additional weekday Board meetings. Attendance at additional meetings of the Board and/or the Association will be available at an additional charge.
- (4) The Manager shall contract with third party vendors on the Association's behalf and at the Association's expense, for the maintenance of the common areas of the Community not otherwise covered in detail in this Agreement, in a manner reasonably acceptable to the Board.
- (5) The duties and responsibilities of the Manager contemplated hereunder shall be limited to those of a routine, recurring nature. Services required in connection with unusual or extraordinary circumstances (e.g., damage by fire or natural disaster, or structural problems) will be made available as needed on a mutually agreeable basis.
- (6) The Association hereby agrees and acknowledges that an entry gate, restricted access doors or video cameras when operating properly are not completely effective at restricting access to unauthorized persons or preventing crime and at times malfunction and require repairs and may be inoperable. The Manager has no liability related to any entry gate, restricted access doors, video cameras or other security measures.
- (7) The Association hereby agrees and acknowledges that manager has no liability including liability for personal injury or property damage related to owner's property or any common areas including amenities such as pools, clubhouses, playgrounds, or other amenities.

B. Monies of the Association

- (1) The Manager shall provide accounting of all funds received in the name of the Association and will make the books of the Association available to any member of the Association upon reasonable notice during normal business hours in accordance with Paragraph 7.E(8) below.
- (2) All money collected from any source, in the name of the Association will be recognized as the property of the Association and will be accounted for by the Manager and deposited in the bank account of the Association on the same day that it is collected, if possible.
- (3) The Manager shall manage the assets of the Association according to standards consistent with good business practice and the overall plan and direction of the Board. All accounts for the Association shall be kept separate and apart from all other accounts of the Manager, and there shall be no commingling of funds with accounts of Manager or accounts of others. The Manager shall provide monthly to the Board of Directors an accounting of financial transactions, including a statement of income, past due accounts receivable, monies disbursed and any accounts payable, together with a statement showing the balance of cash on hand and in each bank account.
- (4) The Manager shall establish and maintain a bank account or accounts for the deposit of monies collected by the Manager in the name of the Association. The Manager shall have the authority to draw thereon for any payments to be made by the Manager to discharge any liabilities or obligations incurred pursuant to this Agreement and for the payment of monthly fees to the Manager, all of which payments shall be subject to the limitations of this Agreement. Manager shall serve in a fiduciary capacity with respect to all monies of the Association handled by Manager. Notwithstanding the above, the Association may at any time revoke Manager's authority to sign checks, withdraw monies, or otherwise handle the funds of the Association, by giving written notice of the same to Manager.
- (5) Subject to the approval and direction of the Board, the Manager shall open one or more savings or "money market" accounts in the name of the Association in which monthly deposits may be made, according to the availability of funds, for any reserve accounts authorized by the Board. All earnings or interest realized on the accounts shall be posted to the books of the Association.
- (6) The above accounts will be maintained in a bank or banks whose deposits are insured by the Federal Deposit Insurance Corporation, or similar governmental agency, in a manner to indicate the custodial nature thereof, and shall include, but not be limited to, checking, passbook savings, certificate of deposits, U.S. Treasury Bonds and notes, and money market accounts. Withdrawals or redemptions against these accounts will be in accordance with this Agreement or upon the request of the Board. Interest earned on these accounts shall be posted to the books of the Association.

C. Expenses and Liabilities of the Association

- (1) The Manager shall have the authority to make arrangements and contracts for general maintenance of the Community and for repairs to areas of the Community within the responsibility of the Association as needed, subject to the limitations imposed by the budget or the Board and in accordance with the terms of the Association Documents. For any one item of repair or replacement, any expense incurred under this paragraph shall not exceed the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), unless specifically authorized by the Board, except that emergency repairs, involving danger to life or property or immediately necessary for the safety of the Association members or the preservation of property may be made by the Manager without regard to the dollar limitation imposed by this paragraph. The Manager, if reasonably possible, will confer with the Board concerning each such emergency expenditure prior to disbursement.
- (2) In the event the Association requests the Manager to hire additional personnel on the Association's behalf (other than the personnel referenced in Paragraph 6 above) to provide maintenance or other services on behalf of the Association, compensation for the services of such personnel shall be considered an operating expense of the Association. The manager shall have no liability for the actions of such personnel.
- (3) All liabilities of the Association remain with the Association, and the fact that the Manager takes the responsibility for making timely payments to reduce such liabilities does in no way make the Manager directly responsible for those liabilities. The Manager's obligations hereunder are expressly subject to the limitations set forth in Paragraph 8 herein.
- (4) The Manager shall cause to be disbursed regularly and punctually all wages, fees and other compensation due and payable to personnel employed by Manager to fulfill its obligations under this Agreement. The Manager shall withhold from employee's wages all income, social security, and other taxes now or in the future required by law and shall pay over these sums to the proper authorities at or before the due dates of same.
- (5) The Manager shall, with the approval of the Board, make contracts for maintenance, water, electricity, gas, fuel oils, telephone, trash removal, and other similar services that the Board deems necessary. All written contracts shall be made in the name of the Association. When taking bids and/or issuing purchase orders in the name of the Association, the Manager will endeavor to obtain the best possible prices and terms consistent with good business practices. The Manager shall cause to be disbursed regularly and punctually all sums due and authorized to be incurred under the terms of this Agreement from the funds deposited in the appropriate operating account.
- (6) The Manager shall request bids for insurance on behalf of the Association as directed by the Board. The manager has no responsibility for the adequacy of the Association's insurance. Upon written request from the Board, Manager shall promptly investigate and make a full timely written report to the applicable insurance company as to all accidents or claims for damage relating to the ownership, operation, and maintenance of the Community, any

damage or destruction to the Community and the estimated cost of repair thereof and shall prepare any and all reports required by an insurance company in connection therewith. Subject to the Board's approval, Manager is authorized to settle any and all claims against insurance company arising out of any such policies as required under the terms of the insurance policy involved. The manager may bill additional charges to the Association for time incurred in connection with insurance claims.

D. Owner Assessments

- (1) If a special assessment is levied or there is any change in the normal payment of assessments (including increases in amounts), the Manager shall make a reasonable effort to notify in advance all Owners of such change. Special assessments shall be subject to an additional charge to cover the Manager's costs of administration and collection.
- (2) Collection of past due accounts will be handled in accordance with the Association Documents and the guidelines formulated by the Manager and Board of Directors. The accounts remaining uncollected after implementation of normal administrative collection procedures by the Manager shall be brought to the attention of the Board for action. In no event shall the Manager be held liable for failure to collect said past due sums. Manager will coordinate collection procedures with the attorney retained by the Association.

E. General and Administrative Matters

- (1) The Manager will receive service requests and complaints from the members of the Association, will consider such requests, and will take action upon each.
- (2) Promptly report to the Board of Directors any architectural control violations or any other violations of the Association Documents which are observed by Manager and give notice of such violations to the responsible Owner and the Board. Manager shall attempt to secure full performance by Owners of all items of maintenance for which such Owners are responsible by notification thereof to said Owners as and when such shall become necessary.
- (3) Upon discovery by the Manager of the requirement for any major repairs to common areas, the Manager shall report to the Board and make recommendations for correction. If the problem is beyond the expertise of the Manager or the scope of this Agreement, the Manager will, on direction of the Board and at the expense of the Association, call in an independent contractor to obtain cost estimates and assist in developing specifications for required work.
- (4) The Manager will coordinate and monitor all independent contractors engaged by the Association under the following stipulations:

- a. The Board must inform the contractor of the Manager's responsibility related to the project and direct the contractor to recognize the manager as authorized agent of the Association.
 - b. The manager will make regular visits to the work site to monitor the progress and results of the contractor's work. Any deviations from normal and accepted procedures of which the Manager becomes aware will be brought to the attention of the Board and the contractor.
 - c. The Manager will be furnished a copy of the contract and will assist the Board in interpretation of the terms and conditions of the contract and will act as an advisor to the Board in matters concerning the contract.
 - d. The manager shall have no express or implied responsibility for the performance of the contract or liability related to the contract or the actions of the contractor or its employees except as set forth in this subparagraph (4).
- (5) Annually, at such time as required by the Association Documents, the Manager shall prepare a projected operating statement setting forth in itemized fashion a statement of the anticipated receipts and disbursements for the next fiscal year based on the current assessments and general condition of the Community. Accompanying such statement shall be an operating budget containing such recommended changes to the aforesaid statement as the Manager believes prudent for proper operation and maintenance of the Community. This budget, together with justification for the estimates, shall be submitted to the Board for approval. Upon approval and adoption by the Board, or Association, as appropriate, this budget will serve as the supporting document for the schedule of assessments for the new fiscal year and shall constitute the major control guidelines under which the Manager shall operate during the new fiscal year.
- (6) The Manager will advise the Board with respect to filing dates for required federal and state tax returns and will, upon the request of the Board and at the expense of the Association, obtain appropriate assistance from third parties to prepare and file such returns.
- (7) Subject to the provisions in subparagraph 7C (1) above, take such action as may be necessary to comply with any and all federal, state, county, or municipal ordinance or law having jurisdiction thereover, unless the Board directs otherwise in writing. Manager shall promptly, and in no event later than three (3) days from the time of its receipt, notify the Board in writing of all such orders, notices, or requirements.

- (8) Maintain the Association's financial record books, accounts and other records as provided by the Association's Bylaws; to issue certificates of account to Unit Owners and their mortgagors and lienors without liability for errors. Such records shall be kept at the office of the Manager and shall be available for inspection. The books, records, and accounts maintained by Manager on behalf of the Association shall be the property of the Association. Upon the termination of this Agreement, Manager shall promptly turn over all books and records, and accounts to the Association or its duly authorized representative. Manager shall maintain in a separate file open only to inspection by those persons designated by the Board of Directors, all communications designated as protected by the attorney-client privilege, which it receives in the course of discharging its duties hereunder.

F. Security

The Association hereby agrees and acknowledges that Manager and its agents shall not provide and shall not have a duty to provide or maintain any security services to the Association, its owners, members, guests, visitors, owner's property or other third parties. The Association, its owners, members, guests, visitors, member's property and other third parties shall look solely to the public police force for security protection and the Association agrees and acknowledges that protection against criminal acts is not within the power or control of the Manager , and, even if from time to time the Manager provides assistance with maintenance or coordination of security services, any of those services cannot be relied upon by the Association, its owners, members guests, visitors, owner's property or other third parties and shall not constitute a waiver of, or in any manner modify, this agreement. Manager shall in no way be liable for any failure to provide adequate security maintenance or services for criminal or wrongful actions by others against Association, its owners, members, guests, visitors, owner's property or other third parties.

8. Independent Contractor Relationship

Everything done by the Manager under the provisions of this Agreement shall be done as an independent contractor employed by the Association, and all obligations or expenses incurred hereunder shall be for the account of, on behalf of, and at the expense of the Association. Any payment to be made by the Manager hereunder shall only be made out of such sums as are available in the accounts of the Association as provided herein or as otherwise may be provided by the Association. The Manager shall not be obligated to make any advance to, or for the account of, the Association, or to pay any sum except out of funds held or provided as aforesaid; nor shall the Manager be obligated to incur any liability or obligation for the account of the Association without assurance from the Board that the necessary funds for the discharge thereof will be provided.

9. Management Fee

The Management Fee that the Manager shall be paid for services rendered by it under this Agreement shall consist of a recurring fee, payable monthly on the first day of each month, of Twenty Four Hundred Dollars (\$2,400) per month increasing annually starting on the second anniversary by 3% to cover increases in the cost of business. If the amount is not paid in full by the 15th of the month, the balance due shall accrue interest at the maximum legal rate allowed by law. In the event that this Agreement is terminated other than on the last day of the month, the Management Fee for such month shall be prorated appropriately.

10. Separate Cost Items

Manager shall be reimbursed in accordance with Schedule "A" for expenses incurred in performing its responsibilities under this Agreement including without limitation expenses related to mailings, photocopying, and office supplies for the Association or other items that may be required from time to time as requested by the Board, owners, or other authorized parties. Charges may vary over time and shall be based on Manager's current standard schedule in effect at the time service is performed which may be amended from time to time. Additional separate cost items include legal/litigation support related to potential actual litigation, audit or review support related to preparation and assistance for audits and/or reviews of accounting or tax records, records production support for research or review of Association records if requested by Board or required by Florida Statue or other legal authority.

Except that Manager shall provide at no additional charge up to a total of three hours per year of support in the aforementioned areas if requested by the Board or required by law.

11. Expiration and Termination

Upon the expiration or termination of this Agreement, the parties shall account to each other with respect to all matters outstanding as of the date of such expiration or termination, and the Board of Directors shall furnish to the Manager security, reasonably satisfactory to the Manager, against any outstanding obligations or liabilities that the Manager may have incurred hereunder on behalf of the Association.

12. Notices

All notices, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be sent via first class mail or hand delivery to the addresses indicated on the first page of this agreement or to such other address as directed by the parties from time to time.

13. Arbitration

Any controversy or claim arising out of or relating to this agreement or the breach thereof or arising out of the relationship of the parties, shall be settled by the final and binding arbitration in Jacksonville, Florida in accordance with the Arbitration Rules for the Real Estate Industry of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In reaching a decision, the arbitrator shall have no authority to change or modify any provision of this Agreement. The parties acknowledge that use of arbitration results in a waiver of any right to a jury trial. The association and manager have read and understood the foregoing

and understand that each is giving up significant legal rights under Florida law, and agree to submit all disputes arising from or related to this Agreement to arbitration.

14. Indemnification

- A. The Association shall without limitation indemnify and hold harmless the Manager against any and all liabilities, costs, and expenses, including attorney's fees, (all of which are hereafter referred to as "Expenses") reasonably incurred by or imposed upon the Manager in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Association's Board of Directors) to which Manager may be a party or in which it may become involved by reason of being or having been the Association's managing agent hereunder whether or not this Agreement shall be in effect at the time such expenses are incurred where such action, suit, or other proceeding involves a claim arising out of an action or inaction on the part of Manager pursuant to this Agreement and, providing further, that the indemnification obligations set forth above shall not extend to any expenses arising in connection with the gross negligence or willful misconduct of Manager. The Manager shall have no personal liability with respect to any contract or other commitment made by it, in good faith, on behalf of the Association and the Association shall indemnify and forever hold the Manager free and harmless against any and all liability to others on account of such contract or commitment.
- B. The Association agrees to maintain during the entire term of this Agreement a comprehensive general liability insurance policy affording coverage for itself and for Manager for property damage and bodily injury in a single-limit amount of at least ONE MILLION DOLLARS (\$1,000,000.00). The Association shall deliver to Manager once per year from the date of this Agreement, or as often as requested by Manager a certificate of insurance evidencing that such coverage is current and in effect. In addition, the Manager shall be named as an additional insured on all of the Association's liability insurance policies of any type including umbrella liability.
- C. Manager shall maintain during the entire term of this Agreement comprehensive liability insurance affording coverage for property damage and bodily injury in a single limit amount of ONE MILLION DOLLARS (\$1,000,000.00) and, to the extent required by law, workers' compensation insurance on all employees of Manager. Manager shall deliver to the Association once per year from the date of this Agreement, or as often as requested by the Board of Directors of the Association, a certificate of insurance evidencing that such coverage is current and in effect.


15. Miscellaneous:

- A. Counterparts: This agreement can be signed in counterparts and any scanned, e-mailed, faxed or otherwise electronically transmitted counterpart shall be the same as an original.
- B. No Construction Against Draftsman: The Parties acknowledge that this is a negotiated agreement, and that in no event shall the terms hereof be construed against either party on the basis that such party, or its counsel, drafted this Agreement.
- C. Entire Agreement: This Agreement constitutes and contains the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations, agreements or understandings between the Parties concerning any of the provisions of this Agreement.
- D. Severability of Agreement: If any portion of this Agreement is found to be unenforceable, the Parties desire that all other portions that can be separated from it, or appropriately limited in scope, shall remain fully valid and enforceable. The Parties understand this Agreement contains a final mutual general release and that the Parties cannot make any further claims of any kind against the other arising out of actions occurring through the date they execute this Agreement.
- E. Authority: Each Party executing this Agreement hereby warrants and represents that they are fully empowered to execute this Settlement Agreement on behalf of the entities they purport to represent, and such warranty survives the execution hereof.
- F. This Agreement is and shall be binding upon, and inure to the benefit of, all Parties hereto, their respective officers, directors, shareholders, representatives, employees, divisions, subsidiaries, affiliates, heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto executed and sealed this Agreement as of the day and year first above written, by their duly elected and authorized officers.

MANAGER:

**FIRST COAST ASSOCIATION
MANAGEMENT, LLC**

By: 

Title: Principal

Date: 11/7/2022

ASSOCIATION:

**THE MEADOWS AT SAINT JOHNS
OWNERS ASSOCIATION, INC**

By: _____

Title: _____

Date: _____

**MANAGEMENT AGREEMENT
SCHEDULE "A"
Effective 10/1/2022**

SCHEDULE OF REIMBURSABLE DIRECT EXPENSES

Costs Reimbursable From The Association:

Copies (including computer generated copies).....\$0.13 per page b/w and \$0.21 per page color
 Mailing/Postage.....Actual cost plus 25% for supplies
 Assessment Notices/Coupons.....Copy /Actual cost

Expenses Billed To Owners

Change of Ownership:

Estoppel Certificate Fee.....Per Florida Statutes
 Gate Access Set-up (When Applicable).....\$50.00
 Condominium/ Homeowner Association Mortgage Questionnaire\$150.00
 (Additional fee for rush delivery within 10 days).....\$50.00

Delinquent Account Collections

Processing returned, unpaid/NSF checks.....\$25.00 or 5% if greater
 30 Day Late Notice..... \$60.00
 Intent to Lien Letter.....\$175.00
 Administrative Collection Coordination Fee first month\$300.00
 (Monthly Administration Collection Fee after first month) \$100.00*
 Payment Plan Monitoring (Monthly)\$30.00
 Tenant Demand Letter.....5% of Rentals Collected**

*Coordinating/monitoring legal action on delinquencies, bankruptcies, and foreclosures per property.

**Fee for written demand to tenant and collection of rentals to be paid directly to the association to pay delinquent balances of an owner on a lot or unit.

Miscellaneous:

Special Assessment Processing / Financial Reporting...3% of total assessment or \$4.00 per lot/ unit whichever is greater subject to a \$500.00 minimum.
 Architectural Review Application Processing.....to be determined
 New Account Set-up Fee..... \$1,000.00
 Legal/Audit Support, Records Production (over 3 hours).....\$75.00/hour staff, \$150/hour officers
 Administration of construction and major maintenance projects over \$10,000
5% of first \$200,000 of cost then 3%
 Insurance claims administration.....10% of first \$200,000 of reimbursement, then 5%
 Gate/access control database audits or recoding.....\$10 per unit
 Archive Records Storage.....\$5.00 per box (maximum \$50.00) per month
 Governing DocumentsPDF Emailed - No Charge; Copies- At Above Cost

MANAGEMENT AGREEMENT SCHEDULE "B"

Option 1 -- Architectural Review Board Administration by Association

First Coast will process applications as follows:

1. Receive and date stamp ARB request
2. Collect required fees and deposits and deposit in association's account
3. Forward to the ARB or Board for review once per month
4. Notify owners of approval/denial, approval with stipulations, etc.

The Association will post a notice of the meeting to review the applications 48 hours in advance, review the applications and advise FCAM of the decision.

Option 2 -- Architectural Review Board Administration by FCAM

In addition to standard services First Coast Association Management (FCAM) will perform screening for Architectural Review Board Requests (ARB). FCAM will screen and process ARB requests as follows:

1. Receive, date stamp and process ARB request
2. Collect required fees and deposits
3. Review requests for compliance with association documents
4. Review survey for compliance including proper setbacks
5. Review for aesthetic compliance based on Board guidance and association documents including ARB Guidelines
6. Notify owners of incomplete application, approval, denial, approval with stipulations, etc.
7. Any modification which is subjective in nature or not addressed in the Architectural Guidelines will be forwarded to the Board for review and final determination

FCAM will be compensated for this service in an amount equal to the fees charged by the association to homeowners for ARB requests per FCAM's standard schedule (attached). FCAM will collect and deposit any fees the Association charges over and above the standard fees charged by FCAM.

The above Architectural Review Request services will be performed with the exercise of reasonable care. However, the above screening does not guarantee that all issues related to the ARB request will be identified and it is hereby agreed that FCAM will be indemnified and held harmless from liability for possible errors or omission in the ordinary exercise of its duties under this addendum.

The Association selections Option ____ to administer the Architectural Review process.

By: _____ Date: _____

SCHEDULE "B" CONTINUED
FIRST COAST ASSOCIATION MANAGEMENT STANDARD FEES FOR
ADMINISTRATION OF THE ARCHITECTURAL REVIEW PROCESS

\$25 – Fencing	\$0 – Play Sets/Basketball Goals
\$50 – Pool Plan	\$10 – Exterior Color Change
\$10 – Landscaping Changes	\$50 – Additions (additional fees if
\$25 – Screen Room	Engineer or other Consultant Required)

*Fees to be collected from the owner submitting the application.