

# Westwood Community 3 Home Maintenance Agreement

March 1, 2021 – February 28, 2027

Dear Westwood Community 3 Homeowner,

Enclosed is the new voluntary Home Maintenance Agreement. We have selected **ALL NEW** vendors for the upcoming program, and with these new vendors come new and improved services. We understand that the quality of some of the vendors that previously and currently provide services to the community may not have been satisfactory to you, and we listened to your feedback.

The Board of Directors was previously limited in selecting replacements of the current service providers, as we were obligated to maintain the payment scale offered six years ago. That was a difficult task.

We have taken the advice of your fellow homeowners and researched, compared, and selected quality vendors that offer proven satisfactory results. The selected vendors come highly recommended, provide quality to other communities and have been established for several years.

We understand that the prices have increased from six (6) years ago, and we understand that may offer some concern. Remember this is a voluntary program, so if you decide to maintain the community standards on your own, we completely understand. We would like to advise that as a bulk service, if not enough homeowners opt in, then the services at these prices cannot be guaranteed, so the maintenance program will cease.

We hope that you will be satisfied with the new selection of higher quality vendors and services. If you choose not to participate and maintain the beautification of your property on your own, we completely understand, however we hope that everyone will participate in the new program.

Please initial the services you would like to receive, complete all areas of the contract, sign, date and put your address on the contract. We will need all contracts delivered back by January 15 to ensure payment coupons will be delivered in time for the March 1, 2021 payment. |

Sincerely,

Westwood Community 3 Board of Directors

# Westwood Community 3

## Home Maintenance Agreement

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_, by and between the WESTWOOD COMMUNITY THREE ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as "Association") and \_\_\_\_\_, a homeowner whose address is \_\_\_\_\_ and whose daytime telephone number is \_\_\_\_\_, and whose email address is \_\_\_\_\_ and who is a member of the ASSOCIATION, (hereinafter referred to as "HOMEOWNER").

### WITNESSETH:

WHEREAS, the ASSOCIATION, being a Florida Homeowners Association, desires to establish a comprehensive maintenance program for the benefit of the residents which the ASSOCIATION services;

WHEREAS, the ASSOCIATION will be entering into agreements with various contractors to effectuate this program; and

WHEREAS, the HOMEOWNER is desirous of entering into this Agreement with the ASSOCIATION authorizing the ASSOCIATION to provide maintenance to the HOMEOWNER'S LOT as specified in this Agreement relating to services required by Sections 4 and 7 of the Declaration of Restrictions of WESTWOOD COMMUNITY THREE ASSOCIATION, INC., as recorded in Official Records Book 5190, Page 732, of the Public Records of Broward County, Florida (as may be amended from time to time, the "Declaration"), and to provide such specific maintenance services as set forth below.

**NOW, THEREFORE**, in consideration, of the premises and the mutual benefits which will accrue to the parties herein in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1. **Term:** The parties hereby enter into this Agreement for a period of six (6) years, beginning March 1, 2021 and ending February 28, 2027.
2. **Transfer Agreement:** If HOMEOWNER sells his/her home prior to the expiration of this Agreement, the remaining term of the Agreement will be transferred to the new homeowner upon an execution of an assignment or transfer of title. It is the duty of the HOMEOWNER to disclose this Agreement to a transferee.
3. **Roof Change:** If a roof is changed in the middle of the term of this Agreement to a different material, there shall be no discount during the term of this Agreement. If a roof is changed to any other material other than that of the existing material at the time of execution of this Agreement, the HOMEOWNER shall be required to pay at the rate provided for at the time of execution of this Agreement.
4. **Inclusive and Non-Inclusive Services:** For the payment of the consideration to be paid by the HOMEOWNER in the amounts set forth below, the ASSOCIATION agrees to provide the following specific services:

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Initial one to Opt In or Out:

**Opt In** Lawn Maintenance: \_\_\_\_\_

**Opt Out** Lawn Maintenance: \_\_\_\_\_

**A) Lawn Maintenance:\$31.75 per month**

**Lawn Maintenance 27 Cuts per year per the Cut Schedule below**

**(The monthly charge, services and schedule listed herein are subject to change if change in Lawn Maintenance Vendor)**

- Mow all turf areas.
- Edging all sidewalks & curbs to coincide with mowing schedule.
- Edging all planting beds, tree rings and asphalt areas every mowing service.
- Blowing all sidewalks and curbs after each mowing service.
- Policing all turf areas for trash and debris prior to mowing.
- Monthly Hedge trim & weed control in all planting beds, or as needed to maintain a manicured appearance.
- Removal of all shrub & tree trimming debris from property to a legal dump facility immediately following each trimming service.
- Replace and/or repair sprinkler heads and nipples damaged during the performance of work.
- Fertilization of Property:
  - 24-2-11 w/ Atrazine (winter, weed control) 9-2-24 or 15-0-22 w
  - Iron Treatments will be applied a minimum of once per year

### **Cut Schedule:**

Three (3) times in June, July, August & September.

Two (2) times in February, March, April, May, October, November, December

One (1) time in January

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### 5. **Notification:**

Any notification to the ASSOCIATION under this Agreement, including complaints regarding contractor/vendor performance, shall be in writing, with photographs and sent to the Association's Property Management Company. Timely notification to the Association's Property Management Company is required for the Property Management Company to contact the vendor for solution. All responsibility for resolution of any complaint by a HOMEOWNER is that of the Vendor that provided the service to HOMEOWNER. The Property Management Company may mitigate disputes if possible. Notices provided by the ASSOCIATION to HOMEOWNER shall be done in writing to the property address in Westwood Community Three. Under no circumstances shall the ASSOCIATION, its officers and directors or the ASSOCIATION's property management company be held responsible for any damage, injury or claims related to or arising from the services provided by any Vendor under this Agreement. Further, the ASSOCIATION, its officer and directors disclaim any warranty of the services provided herein and HOMEOWNER shall look to the vendor for such warranty.

### 6. **Price:**

- a. I/we agree to the following service: Based on the election of services above, I/we agree to the Home Maintenance Program "Total Monthly Due" listed below to be paid by HOMEOWNER at the offices of the ASSOCIATION on the first day of each month during the term of this Agreement beginning on March 1, 2021.

**Please complete all amounts for the services marked as "OPT IN" above:**

Monthly Lawn Maintenance Dues: \$ \_\_\_\_\_

**Total Monthly Due: \$ \_\_\_\_\_**

- b. I/we agree that the cost of services set forth above shall be paid on a monthly basis to the ASSOCIATION, except those charges for services labeled "Optional Service" which shall be paid directly to the Vendor performing such optional services.
- c. I/we further acknowledge that the sums due under this Agreement are not inclusive of any other sums due the ASSOCIATION, including, but not limited to, maintenance assessments and the recreation lease for the clubhouse.
- d. HOMEOWNER acknowledges that the monthly installment payments set forth in this Agreement are estimates and do not correspond directly with the services provided under this Agreement by the ASSOCIATION through the date in which each monthly installment payment is paid by HOMEOWNER.

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In the event that the monthly installment amount paid by the HOMEOWNER to the ASSOCIATION is not sufficient for the services to be rendered by the Vendor(s) or the ASSOCIATION changes a Vendor(s) during the term of this Agreement causing a change in pricing and/or services provided, the ASSOCIATION may notify HOMEOWNER in writing of the deficiency amount owed by HOMEOWNER and/or the change in services. HOMEOWNER agrees to pay such deficiency in the reasonable time period set forth in ASSOCIATION's notice.

7. **Remedies:** In the event a monthly installment payment is not timely paid by the HOMEOWNER to the ASSOCIATION as required under this Agreement, the ASSOCIATION, in its sole discretion and without notice, may cease the provision of services to the HOMEOWNER's Lot under this Agreement. In the event the HOMEOWNER's Lot is not properly maintained, the ASSOCIATION may exercise its rights under the Declaration, including, without limitation, those rights under Section 7 of the Declaration to perform the necessary maintenance on such Lot to comply with the provisions of the Declaration and assess the HOMEOWNER for the full cost of any services so performed.

8. **Termination:** ASSOCIATION has agreed to implement this Agreement to assist HOMEOWNERS in Westwood Community Three with their maintenance obligations under the Declaration. If at any time during the term of this Agreement, ASSOCIATION finds that it is in the best interest of the ASSOCIATION to cease providing the services, ASSOCIATION may terminate this Agreement upon providing thirty (30) days' written notice to the HOMEOWNER. Upon the termination of this Agreement under this Section 8, ASSOCIATION shall reimburse HOMEOWNER the unused portion of the dues the ASSOCIATION is holding on HOMEOWNER's behalf at the time of the termination of the Agreement.

### 9. Miscellaneous.

a. **Venue.** The sole venue for any action or proceeding for the breach hereof or to enforce the terms of this Agreement, whether by arbitration or a court of competent jurisdiction, shall be in Broward County, Florida.

b. **Headings.** The Section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.

c. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and permitted assigns.

d. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter addressed herein, and all prior understandings and agreements, whether written or oral, between and among the parties hereto relating to the subject matter of this Agreement are merged in this Agreement. Each party specifically acknowledges, represents and warrants that they have not been induced to sign this Agreement by any belief that the other will waive or modify the provisions of this Agreement in the future.

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e. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

f. **Counterparts; Delivery.** This Agreement may be signed and executed in one or more counterparts, and delivered by facsimile, .pdf, or other electronic means, each of which shall be deemed an original and all of which together shall constitute one agreement.

g. **Plural and Gender.** Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

h. **Modification and Waiver.** No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the parties hereto. No waiver by either of the parties hereto of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver unless such waiver is reduced to writing signed by the waiving party.

i. **Attorneys' Fees.** If suit is brought, the prevailing party shall be entitled to an award of all costs and attorneys' fees incurred at all trial and appellate levels and in all supplementary proceedings. HOMEOWNER agrees that acceptance of a payment by ASSOCIATION after HOMEOWNER's default shall not be deemed a waiver by ASSOCIATION of any action or right which it may have by reason of such default.

j. **Condition Precedent.** As a condition precedent to this Agreement being effective, the homeowner must be current with all payments under the prior Maintenance Agreement.

### WESTWOOD COMMUNITY THREE ASSOCIATION, INC.

Received by: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### HOMEOWNER

Homeowner Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_