

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

WHEREAS, the HOMEOWNER is desirous of entering into an Agreement with the ASSOCIATION authorizing the ASSOCIATION to provide maintenance to the HOMEOWNER as specified below relating to services required by paragraphs 4 and 7 of the Declaration of Restrictions relating to WESTWOOD COMMUNITY THREE ASSOCIATION, INC., as recorded in Official Records Book 5190, Page 732, of the Public Records of Broward County, Florida, 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 of title.

The parties further acknowledge that the monthly installment payments set forth in this Agreement do not correspond directly with the services provided by the ASSOCIATION through the date of each monthly payment by the Homeowner. As such, the parties acknowledge that there may be times when the ASSOCIATION performs services where the costs exceed the total monthly payments collected through such date by the HOMEOWNER.

3. **Roof Change:** If a roof is changed in the middle of the contract to a different material, there shall be no discount during this contract. If a roof is changed to any other material other than that of the existing material at the time of execution of this contract, 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 as set forth below, the ASSOCIATION agrees to provide the following specific services:

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Initial one:

Opt In Lawn Maintenance: _____

Opt Out Lawn Maintenance: _____

A) Lawn Maintenance: \$39.40 per month

Lawn Maintenance 27 Cuts per year

(Subject to Change if Change in 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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Initial one:

Opt In House Painting: _____

Opt Out House Painting: _____

B) House Painting: \$25.00 per month

(Subject to Change if Change in Vendor)

The following roof and painting services are inclusive of this contract

(ii) House painted once during contract.

a.) Exterior House Painting includes:

1. High Pressure Cleaning of the House exterior walls
2. Caulking of windows and doors with fifty (50) year caulk if necessary.
3. Fill all existing cracks in structure with Elastomeric Patch
4. Apply Sherwin-Williams Acrylic Flat or Satin SuperPaint (Paint and primer in one) to walls, trims, and doors.
5. All windows and doors will be protected with plastic to protect.
6. Color options available by vendor.

Please circle Yes or No for each of the following:

- | | | |
|----|--|--------|
| 1. | Do you have permanent sealing a/Tile Roof? | Y or N |
| 2. | Do you have a Fiberglass Shingle Roof? | Y or N |
| 3. | Do you have a Barrel Tile Roof? | Y or N |
| 4. | Do you have a multi-surface roof? | Y or N |

Initial one:

Opt In Roof Painting: _____

Opt Out Roof Painting: _____

C) Roof Painting: \$23.62 per month

(i) Roofs painted two (2) times during the 6-year contract, once at the time of the house painting and one (1) additional time prior to house painting.

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Initial one:

Opt In Driveway: _____

Opt Out Driveway: _____

D) Driveway: \$6.67 per month

(i) Black top Sealer provided twice in the 6 (six) years.

The following services are inclusive of this contract:

Power Blow and/or Sweep Entire Driveway

Sealcoat Entire Driveway with Two Coats of Commercial Grade Asphalt Sealer

Fill large cracks 1/2" or larger with crack filler up to twenty (20) linear feet in total each additional linear foot will be billed at \$1.00 per linear foot

Repair cracked or separated asphalt driveway edges with asphalt cold mix up to 2 linear feet in total each additional square foot shall be billed at a rate of \$3.00 per square foot.

Check One:

Single Driveway

Double Driveway

Circular Driveway

5. Notification:

Any notification to the Association under this Agreement, including complaints regarding contractor performance, shall be in writing, with photographs and sent to the Association's Property Management Company. Timely notification to the associations Property Management Company is required, for the Property Management Company to contact the vendor for solution. All responsibility for resolution is that of the vendor. The Property Management company may mitigate disputes if possible. Notices provided by the Association shall be done in writing to the property address.

6. **Price:** I/we agree to the following service: Total House and Lawn Program. Based on the election of services above, I/we agree to the Home Maintenance Program cost of \$ __ . __ plus current Association Monthly Dues for a total of \$ _____ to be received in the offices of the ASSOCIATION on the first day of each month beginning after the commencement of this contract.

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Association Monthly Dues: \$62.00 current amount

Monthly Lawn Maintenance Dues: \$ _____

Monthly House Painting Dues: \$ _____

Monthly Roof Painting Dues: \$ _____

Monthly Driveway Dues: \$ _____

Total Monthly Due: \$ _____

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" which shall be paid directly to the contractor performing such optional services.

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. Should any suit be filed regarding this agreement, the prevailing party shall be entitled to attorney's fees and costs at every level, including appellate.

7. **Remedies:** The cost of such services, other than optional services, shall also constitute an assessment against the Lot and property of the homeowner and may be collected in accordance with Paragraph of the aforesaid Declaration of Restrictions. The sums due to the ASSOCIATION shall be delinquent if they shall remain unpaid for more than ten (10) days from the due date. As a condition precedent to this contract 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: _____