

**BERMUDA GREENS  
CONDOMINIUM ASSOCIATION INC  
BOARD OF DIRECTORS**  
Board of Directors Meeting 2/11/25, 12:00pm

Unapproved Minutes

Onsite at the BG clubhouse, 13136 Castle Harbour Dr., and via a Zoom conference link

Present:

Board members: Dan Ryan, Lorrie Beaumont, Gary Dunn, Scott Fisher and Bob Giese all onsite

Claire Marie England: May Management onsite

Sara Catlett and Lauren Sterk: Catlett Association Management (CAM) Management onsite

Via Zoom: 7 attendees

Present at the clubhouse: 55 attendees

1. Meeting was called to order by Lorrie Beaumont at 12:01pm
2. Claire Marie England stated that Proof of Notice was established
3. A quorum of board members was established at 5.
4. Minutes from the BOD meeting of 1/20/25 were presented for approval. A motion was made by Scott to approve, it was seconded by Bob. It was approved 5-0.
5. Lorrie made some President's comments.
  - a. Lorrie introduced Sara Catlett, with CAM, as the board's choice for its new association manager.
  - b. The GIB had an engineer come out on 2/4/25 to review the overall guard gate situation and make recommendations for a possible re-design of the gate. This may include a different type of electronic gate. Flooding was a concern of the Westgate community. Bob stated that any changes to the gatehouse beyond its original design will require a vote of the overall Imperial communities.
6. Treasurers Report – A written report was provided by Bob which he reviewed. The report will be attached to these minutes for the record. Bob stated that the report was based upon the December 2024 statement. He stated that the community finances are in good shape. We are waiting for our year-end statement from May Management.
  - a. A question was asked about why the December 2024 financial statement has not been posted to the website yet. Claire Marie will check with May Management to see when it will be posted.
  - b. A question was asked about who is doing the current roof repair work. Claire Marie stated it was Green Coast Roofing. Lorrie stated that we did get a credit from the previous roofing company for extra roof tiles that were not provided. Green Coast has assisted us in using this credit to get the extra tiles we were due.
7. Manager's Report – Claire Marie stated that there was one unit sold which was S8 and one new lease which was Q2
8. Rules & Regulations – Carol Nucci, Chair, stated that they will have a meeting in the near future but they had nothing to report at this time.
9. Landscape Committee – Judy Fisher, Chair, was present and stated that there was nothing specific to report at this time. She encouraged everyone to continue and use the website request form for any landscaping issues that may arise.
10. ARC Committee – Guy Miata had sent Lorrie a text informing her that S9 was approved to install storm shutters on the outside of their unit since their lanai is one of the ones where the living space goes completely out to the exterior wall which does not allow for a storm

shutter to be installed inside of that space. The owner of S9 was present and requested a written statement or email letting him know it is approved.

11. Website Committee – Sue Giese, Chair, was present and stated that there was nothing new to report at this time. They were hoping to have some more communications with the community but were holding off until the new management company was selected. Now that CAM has been selected they would be working with them to integrate the BG website with CAM.
12. Social Committee – Marie Senior, Co-Chair, was present and provided a review of the community events to date. All events have been well attended. She also reviewed upcoming events and reminded everyone to check the website and watch for email blast concerning all future events.
13. Long Term Planning Committee – Sue Giese, Co-Chair, reported that LTP had finished their planning started last year for a possible renovation and maintenance to the clubhouse interior. After meeting with the various groups that use the clubhouse regularly a scope of work was developed. This scope also includes renovation of the two restrooms. Sue reviewed the scope of work to be done. The committee contacted three (3) contractors and asked for preliminary proposals and budgets based upon the scope of work provided. The committee decided that Superior Construction Group was the most responsive of the three contractors and had decided to work with them if the board approves the requested work. An overview of the work and resulting estimate was provided and will be attached to these minutes. The project estimate was \$89,568.
  - a. Scott noted that the reserve report had targeted the HVAC system for replacement and he asked how old it was. Bob stated that he believed it was replaced about five years ago.
  - b. Gary noted that there was no reference to the lighting switches being replaced in the Superior proposal which Sue had stated was to be part of the work. Sue confirmed that the switch replacements were to be included. Gary also asked for more detail concerning the four new wall cabinets to be provided. Sue stated that the estimate included four cabinets similar in size to the ones currently in place by the refrigerator and they would be placed on the open east wall adjacent to the windows. Gary ask other questions about the flooring being replaced with tile verses LVP and the counter tops being granite. He also noted that a new and larger TV monitor was not included in the scope.
  - c. Gary noted that the reserve study did not budget for any renovations to the clubhouse until 2028 and 2029 and he asked why it was being moved forward until 2025. He also noted that the study had \$10,000 allocated each year for 2025 and 2026 for pool furniture replacement which is also clearly needed.
  - d. Lorrie opened the floor for questions and comments from the owners. There was lengthy discussions for over 20 minutes concerning the project and budgeting. It was stated by Bob that the project, if approved, would be funded with money from the reserves.
  - e. Lorrie asked for a motion to allow the LTP Committee to move forward with continued design work and the creation of a final proposal with a contractor in the range of \$90,000 for the board to consider at the March BOD meeting. Scott motioned and Bob seconded. The motion passed 5-0.
14. Lorrie asked for a motion to approve all committee reports. Bob motioned and Gary seconded. The motion passed 5-0.
15. Old Business – Bob provided follow-up on concerns about some of the concrete from the road project possibly not being up to specifications. Core samples have been taken and have been sent out for evaluation. The results have not been received yet. Gary asked

about the decolorization issue and whether Hagan Engineering had addressed that. Bob stated that we would have to report specific areas of concern for Hagan to come out and look at. Gary clarified for the owners that if they have an area of discolored concrete that they want investigated they should send a message to the board through the website pointing out the specific area.

16. New Business

- a. Lorrie asked Sara Catlett to introduce herself and tell the community about CAM and their new relationship with Bermuda Greens. Sara stated that they have been in discussions with the board for several months concerning the needs of Bermuda Greens. They utilize CINC Systems software and American Momentum Bank and will provide each owner with a web portal and app to streamline communication and account issues. There will be an email sent out on 2/17/25 directing owners how to sign up with this software and setup their accounts. This will be necessary to get everyone established for CAM to handle the April quarterly payments. For owners using automatic bank draft as a form of payment, they will need to be setup with CAM to allow this to continue. Sara stated she will host several informational meetings to help owners with the transition to CAM and the CINC software app and web portal. CAM will take over as the Bermuda Greens management effective 3/1/25.
- b. Lorrie stated that at this time there will not be an onsite person at BG with CAM. Clarie Marie will continue to work remotely until 3/1/25. This situation will be monitored to see how effectively it works. Emergency situations will continue to be handled the same as with May. CAM will provide a 24/7 monitored phone number for owners to use in the event of a situation requiring immediate attention. Sara stated that she resides in the Imperial Community and will be visiting BG on a regular basis.
- c. Lorrie asked for a motion to approve CAM as the new management company and execute the contract (attached). Scott motioned and Bob seconded. The motion passed 5-0.
- d. Lorrie, on behalf of the board and the owners, thanked Claire Marie for all of her service to BG.

17. Owner's Forum

- a. Multiple issues were discussed including mail kiosks, bocce court tents and parking, the condition of the grills at the clubhouse and aging pool furniture.
- b. There will be a board election for two open positions coming up at this year's annual meeting. Anyone interesting in serving needs to return the Notice of Intent that will be attached to the upcoming email.

18. Adjournment – Lorrie asked for a motion to adjourn at 1:23. Bob made a motion and Dan seconded. It was passed by a vote of 5-0.

Respectfully submitted,

Gary Dunn - Secretary

This report is through December 31, 2024

The operating account is \$905,447.70 and the reserve account is \$703,532.18 of which \$210,367.20 is a CD.

Year end expenses are \$1,158.44 over budget. Financially the community is in good shape.

The past year we have incurred un-budgeted extraordinary expenses in building alarm panels and roof repairs.

**MANAGEMENT AGREEMENT**  
**Catlett Association Management, LLC CAB6339**

This AGREEMENT is made on the \_\_\_ day of \_\_\_\_\_ 2025, by and between BERMUDA GREENS CONDOMINIUM ASSOCIATION, INC., a Florida Not-For-Profit Corporation, (the “Association”) and Catlett Association Management, LLC, (CAM) with reference to the following facts:

The Association is the entity created under Chapter 718, Florida Statutes, which is responsible for the operation of **BERMUDA GREENS CONDOMINIUM ASSOCIATION, INC.**

The Association hereby appoints CAM and CAM hereby accepts such appointment on the terms and conditions herein contained as the Managing Agent of the Association to maintain, operate, manage, and supervise the community in accordance with the terms and provisions of this Agreement and to otherwise perform the obligation as hereinafter set out.

**IT IS THEREFORE AGREED AS FOLLOWS:**

1. **EXCLUSIVE MANAGER.** The Association hereby retains and appoints CAM, and CAM hereby accepts such retainer and appointment, on the terms and conditions set forth below, as exclusive Manager for the Association.
2. **TERM.** This Agreement shall commence on the date specified in Exhibit "A" and shall continue for a one-year period thereafter. If neither party has given the other 30 days written notice of its desire to terminate this Agreement as herein after provided, then the term shall be automatically renewed for an additional one-year term and such renewals and or revisions shall continue on a year-to-year basis unless terminated as hereinafter provided.
3. **DEFINITIONS: GOVERNING LAW.** The terms used in this Agreement shall be defined as stated in Chapter 718, Florida Statutes, in the Declaration, or in the Covenants and Restrictions. It is the intent of the parties that this Agreement complies in all respects with Chapter 718.
4. **RESPONSIBILITIES OF MANAGING AGENT.** The role of the Managing Agent is to implement the decisions and the policies established by the Board of Directors of the Association. The Board of Directors of the Association is responsible for the administration of the programs, services, and activities of the association as established in the founding documents and as amplified or clarified by resolution of the corporation. Subject to direction by the Board of the Association, the CAM's functions, duties, responsibilities, and authority shall include the following:
  - 4.1. **Administrative Services**
    - a. Organize and coordinate meetings of the Members, including the Annual Meeting, including the preparation of notices, agendas, minutes, proxies, ballots, and other necessary documents.
    - b. Organize and coordinate meetings of the Board of the Association, including the budget meeting, including the preparation of notices, agendas, minutes, proxies, and other necessary documents.

- c. Guide and assist members of the Board in regard to Florida Statute 718 in the performance of their obligations, including enforcement, to the extent permitted by law, of the governing documents for the Association and resolutions adopted by the Board of Directors from time to time and to work with the Association's attorney as necessary regarding such obligations.
- d. Guide and assist the Board in the development of policies and procedures.
- e. As requested by the Board, assist in the administration of the provisions of the Declaration, Articles of Incorporation, and By-Laws, Rules and Regulations and policies of the Association (the "Governing Documents").
- f. Keep all records of the affairs of the Association and the Board, including, but not limited to, the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, policies, minutes of meetings, copies of contracts, etc., (which documents are to be provided to CAM by the Association) and maintain all such documents in a current status. All such records shall belong to the Association. In addition, CAM will post the required records on the web portal per Florida Statutes
- g. Maintain current registers of owners, officers, and directors and such other registers or schedules as may be required by the governing documents, which is to be provided to CAM by the Association, and to update such registry as necessary and upon direction by the Board.
- h. Coordinate approvals for prospective purchases and lessees consistent with the Governing Documents.
- i. Prepare all general correspondence regarding the Association.
- j. Assist in resolving individual owner requests as they pertain to the administration of the Association, its common areas, and governing "Rules and Regulations".
- k. Perform not less than one weekly on-site inspection of the Condominium Property.
- i. Assist the Board in obtaining adequate insurance coverage for the protection of the Association and the Condominium Property consistent with the requirements of Florida law and the Governing Documents.
- ii. CAM will file as a Registered Agent on behalf of the Association.

#### 4.2. Fiscal Services

- a. Prepare the annual budget in accordance with GAAP, Florida Statutes, and Florida Administrative Code, not less than sixty (60) days before the beginning of the fiscal year for which the budget applies. The budget shall be based on prior operating expenditures, estimated future income expenses, and required capital reserves. CAM shall not be responsible for any discrepancies between the budget and actual income and expenses, the budget being an estimate to be used only as a guide. The budget shall be submitted to the

Board for its consideration and adoption. CAM shall cause a copy of the proposed budget to be mailed or delivered to each owner, as required by Chapter 718, Florida Statutes.

b. Bill, collect and account for all monthly assessments and other charges due by owners; maintain checking, savings and other income accounts at institutions of the Association's choosing styled in the name of the Association with at least one member of the Board being amongst the authorized signatories on behalf of the Association and maintain comprehensive records thereof; each of such accounts to be separate and apart from all other accounts of CAM and the amounts therein not to be commingled with any other funds controlled by CAM. CAM shall not be an authorized signatory on the Association account (s) without the permission of the Board.

c. Mail notice of delinquency to any Owner in arrears and take such reasonable action for the collection of the delinquent assessments as the Board may determine in accordance with the Governing Documents and adopted policy procedures.

d. Make all disbursements from assessments collected for normal recurring expenses as provided in the budget. All expenditures not budgeted shall be made only with the written approval of the Board. Approval shall be deemed on acceptance of the monthly financial statement at the subsequent meeting of the Board.

e. Furnish a monthly financial statement prepared on a full accrual basis, in accordance with generally accepted accounting principles, which will include all income and expenses and will reflect the net cash position of the Association by the 15<sup>th</sup> of the following month.

f. Review and verify all bills received for services, work, supplies, materials, and similar items ordered in connection with maintaining and operating the common areas, and cause all such bills to be paid promptly.

#### 4.3. Physical Management

a. Direct and order to be done those things that are necessary to maintain the property in accordance with the provisions of the operating budget as approved by the Board. CAM shall not be responsible for taking any action unless directed by the Board.

b. Negotiate on behalf of the Association contracts for landscaping, pest control, trash removal, and such other services for the Community for which the Association is responsible or as may be necessary and advisable in the best interest of the Association.

c. Notwithstanding anything to the contrary contained in this Article and the limitations herein imposed, CAM may, on behalf of the Association without prior consent, expense any amount or incur a contractual obligation in any amount reasonably required to deal with emergency conditions which may involve a danger to life or property, or may threaten the suspension of any necessary service to the Community. The above notwithstanding, and to the extent practical under the circumstances, CAM shall make all reasonable efforts to contact the Board President or the Board's designee for approval prior to contracting or incurring any expense over \$5,000 on behalf of the Association in an emergency situation.

d. Everything done by CAM within the scope of this Management Agreement shall be done as an agent for the Association, and all obligations or expenses incurred hereunder shall

be for the account, on behalf, and at the expense of the Association. CAM shall not be obliged 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 CAM be obliged to incur any liability or obligation for the account of the Association without assurance that the necessary funds for the discharge thereof will be provided.

e. CAM shall not be held to a higher degree of care in regard to the performance of its tasks than a Director of the Association shall, as provided in the Florida Not-for-Profit Corporation Act. Specifically, CAM shall discharge its duties in good faith with ordinary care, and in the manner that CAM believes to be in the best interest of the association. CAM is not deemed to have the duties of a trustee of a Trust with respect to the Association its members, officers and directors. Similarly, CAM shall not be deemed to be a trustee for any

of the tasks that it shall perform for the Association including but not limited to those tasks set out in this Management Agreement.

## 5. INSURANCE

a. CAM agrees to carry at its own expense:

1. Worker's Compensation Insurance in compliance with Florida Employers Liability Act and all amendments thereto.
2. Commercial Public General Liability Insurance with limits of liability of a minimum of \$1,000,000 for each occurrence bodily injury and/or property damage, 2,000,000 aggregate.
3. Auto Liability Insurance with minimum limits of \$1,000,000.
4. Fidelity Bond coverage in an amount not less than the aggregate maximum amount of funds that is in the Association's accounts.
5. Cybercrime and data breach coverage, including AI coverage.

b. CAM shall be named an additional insured on the Association's general liability umbrella, bonding, Directors & Officers insurance policies, which policies shall be maintained in full force and effect during the entire term of this Management Agreement and in such amounts as the Association and CAM may agree. CAM shall be responsible for notification of any additional insured.

CAM shall name the Association as an additional insured under its policies. CAM's insurance policies must include a statement that the policies may not be cancelled or changed without at least thirty (30) days' prior written notice from the insurer to the association. CAM shall provide Association with proof of insurance within a reasonable time if requested by Association. CAM shall keep such insurance in full force and effect throughout the duration of the Agreement.

## 6. TERMINATION

Both the Association and CAM have the right to terminate this Management Agreement with or without cause, upon thirty (30) days' written notice. Such notice must be delivered via registered/certified mail,



return receipt requested, which will trigger and determine the exact termination date upon receipt. Both parties recognize that the Board has the authority to act on behalf of the Association in this regard.

In the event of termination, CAM shall cooperate fully with the Association and any new manager or management company retained by Association in causing an orderly transition. CAM shall turn over all funds, records, and property of the Association to the new manager, or such other person as directed by the Board, within a reasonable time and in accordance with Florida law. CAM shall promptly and diligently cooperate with Association and any new management company, and shall interact with the Association's existing bank(s) as may be necessary to ensure that Association funds are promptly transmitted to Association or its new management company or manager. Fees under this Agreement may be prorated for any month in which partial services are delivered, including the first and last month of the Agreement.

The above notwithstanding, in the event of proof of fraud, theft, criminal conduct, or gross misconduct involving funds or the safety of persons or property by CAM or any of its employees or agents, the Association may terminate this Agreement with written notice to CAM, and such termination shall be effective immediately upon the delivery of such written notice.

## 7. COMPENSATION

For CAM's service under this Agreement, CAM shall receive the amounts specified in Exhibit "A" attached hereto which amounts shall be payable the first of each month of the agreement. By agreement between CAM and the Board the compensation payable to CAM may be amended to the amount reflected each year in the operating budget as adopted and approved for the ensuing year. CAM is authorized and directed to obtain payment of such compensation when due from the Community's funds regardless of any other payments required to be made.

## 8. ASSOCIATION REPRESENTATIVE

The Association shall designate a single individual who shall be authorized to deal with the managing agent on any matter relating to this Agreement and the managing agent's performance of its duties. In the absence of any such designation, the president of the association shall have this authority. This does not limit calls to the management company from owners or other board members. It is designed to allow the management company to have a contact authorized by the board.

## 9. MISCELLANEOUS

### a. Notices

Any notice or communication, other than termination, hereunder must be in writing, and shall be personally delivered or sent by facsimile or by registered or certified mail, return receipt requested, and if given by registered or certified mail, same shall be deemed to have been given and received five (5) days after its mailing, postage prepaid to the address listed below. Such notices or communication shall be given to the parties hereto at the following addresses:

To the Association with the date of the notice or communication: Bermuda Greens Condominium Association, Inc. c/o CAM at 27499 Riverview Center Blvd. Ste. 134, Bonita Springs, FL 34134.

To CAM: Catlett Association Management, LLC, c/o Sara Catlett, 27499 Riverview Center Blvd., Ste. 134, Bonita Springs, FL 34134

Any party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing addresses to which such notice or communication shall be given.

b. Relationship of Parties

1. All actions by CAM with respect to management and maintenance under this Agreement shall be as agent for the Association, and all obligations or expenses incurred in the performance of the CAM's duties and obligations shall be for the account of, on behalf of, and at the expense of the Association. CAM shall not be obligated to make any advances to or for the account of the Association or to pay any obligations of the Association, nor shall CAM be obligated to incur any liability or obligation on behalf of the Association without reasonable assurance that the necessary funds for the discharge thereof will be provided.

2. CAM employees and agents shall be deemed to be independent contractors and not employees of the Association. The Association shall not be responsible to pay for any employee benefits, employee withholding taxes or other taxes, charges or costs, or any other expenses of any nature, except for the fees and costs specifically provided by this Agreement. The Association will not pay or provide worker's compensation coverage for CAM. CAM shall be solely responsible for payment of any such taxes or contributions. CAM shall be free to contract for similar services to be performed for other entities while it is under contract with Association.

3. CAM is responsible for obtaining all personal licenses necessary to perform his or her duties as a Community Association Manager, including attendance at any educational seminars or courses as required by law to maintain his, her or its license. CAM shall keep its license in full force and effect for the duration of this agreement.

4. CAM, both during the period when this Agreement is in effect and at any time thereafter, shall not, without written authorization from the Association, directly or indirectly disclose to any other person, firm, or corporation any confidential information or trade secret regarding the Association, take or make available to any other party any documents, files, or other papers belonging to or concerning the business and financial affairs of the Association, including, but not limited to, any owners lists, or commit any other act, or in any way assist others to commit any act, for the purposes of injuring the Association except under court order.

10. ASSOCIATION INSURANCE

a. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds to the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its Management Agent at one time. As used in this paragraph, the term "Persons who control or disburse funds to the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

b. The provisions of this paragraph shall survive the termination of this Agreement and shall continue in full force and effect subsequent to the termination of this agreement.

11. HOLD HARMLESS/INDEMNIFICATION

CAM shall be indemnified by the Association against all expenses and liabilities, including legal fees reasonably incurred by or imposed upon CAM in connection with any proceeding or settlement of any proceeding to which the CAM may be a party or in which it may become involved, by reason of this Contract, arising out of or in connection with the CAM's action undertaken with due care and good faith, or at the expressed direction of the Association's Board of Directors, except for any claim, action, liability, loss, damage, cost, or expense arising out of, or related to, CAM's (including CAM's employees and agents) negligence or willful misconduct. CAM shall indemnify, defend, and hold harmless the Association, its directors, officers, members, employees and agents, against all claims, actions, liabilities costs, damages, or expenses incurred by the Association, including counsel's fees (through trial and on appeal) arising out of the actions by CAM exceeding the scope of CAM's authority under this Contract, arising out of, or related to, the negligence or willful misconduct of CAM or its agents and employees.

12. SECURITY

CAM shall not in any way be considered an insurer or guarantor of security within the property. Neither shall CAM be held liable for any loss or damage by reason of failure to provide adequate security nor ineffectiveness of security measures undertaken. The Board of Directors on behalf of the Association, all owners and occupants of any dwelling, tenants, guests and invitees of any owner, as applicable, acknowledge that CAM does not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise nor that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems will in all cases provide the detection or protection for which the system is designed or intended. The Board of Directors on behalf of the association, each owner and occupant of any dwelling and each tenant, guest and invitee of an owner, as applicable, acknowledges and understands that CAM is not an insurer and that each owner and occupant of any unit and each tenant, guest and invitee of any owner assumes all risk for loss or damage to persons, to units and to the contents of units and further acknowledges that CAM has made no representations or warranties, nor has the association, any owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose: relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems recommended or installed or any security measures undertaken within the property.

13. GENERAL TOPICS

a. CAM recognizes the following legal holidays as "non workdays" for our employees:

|                |                        |                        |
|----------------|------------------------|------------------------|
| New Year's Day | Labor Day              | Christmas Eve          |
| Memorial Day   | Thanksgiving Day       | Christmas Day          |
| Fourth of July | Day after Thanksgiving | New Year's Eve – ½ day |

b. Phone lines, to CAM, (239-444-1721) shall be provided and designated to conduct all day-to-day business activities between the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday.

c. After business hours, our answering service will contact us if a “property-threatening emergency” occurs. Emergencies are defined as potential damage to the association’s common grounds/common areas or residents.

d. Both parties agree there shall be one employee with the title of "Association Manager". His/her task shall include all of the tasks seen and thought to be in the best interest of the Association, Board of Directors, and membership. The Association Manager will be a licensed, certified Community Association Manager (CAM) in the state of Florida, under section 468.431, Florida Statutes.

e. CAM shall secure contract proposals for services rendered to the Association, upon receipt of written request or through the minutes from the Association's Board members. The Board of Directors agrees to allow reasonable time (minimum 21 days) from date of request to the desired submission date. CAM shall ensure that all contractors and vendors have proper licenses and insurance.

#### 14. SEVERABILITY

If any provision of this Agreement shall be determined to be invalid and unenforceable to any extent, the remainder of this Agreement other than that which is determined invalid or unenforceable, shall not be affected thereby, and the remaining provisions hereof shall remain in full force and effect.

#### 15. APPLICABLE LAW

This Agreement shall be construed in accordance with and enforced under the laws of the State of Florida.

#### 16. AMENDMENTS

This Agreement constitutes the full understanding of the parties and no prior or contemporaneous oral or written representations made by either party shall be binding. This Agreement may be modified only in writing signed by the President of CAM and by the duly authorized representative of the Association.

#### 17. FEES AND COSTS

If either party hires an attorney to enforce its rights under this Agreement, the prevailing party shall be entitled to be reimbursed by the other party for its reasonable attorney’s fees and costs. Both parties agree to try and resolve differences and/or disagreements in connection with and/or arising out of this contract through mediation prior to initiating litigation. The mediation shall be conducted in accordance with the requirements of Section 718.1255 of the Florida Statutes. Any litigation related to this Agreement must be brought in Collier County, Florida.

#### 18. ASSIGNABILITY

CAM can and may assign their rights under this Agreement to any third party with written consent of the Association.

[Signature page follows]

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

BERMUDA GREENS CONDOMINIUM ASSOCIATION, INC.

BY: \_\_\_\_\_ President

WITNESS: \_\_\_\_\_

FOR: Catlett Association Management, LLC.

BY: \_\_\_\_\_ Sara A. Catlett President

WITNESS: \_\_\_\_\_

Accepted by:

## Exhibit "A"

Exhibit to the Management Agreement entered into between Catlett Association Management and BERMUDA GREENS CONDOMINIUM ASSOCIATION, INC.

**Management fee - \$4,140; payable the first day of each month during the term of this Agreement, beginning \_\_\_ day of \_\_\_\_\_, 2025. Payment for the first month of the Agreement shall be prorated if the beginning date of the Agreement is any time after the 1<sup>st</sup> of the month.**

1. Office Expenses: As listed below are payable from the first day of each month during the term of this agreement:

|                                 |                            |
|---------------------------------|----------------------------|
| Copies .15                      | #9 and #10 Envelopes .20   |
| Postage- at cost                | 10x13 Envelopes .25        |
| Certified mail -at cost         | Ballot Inner Envelopes .20 |
| Laser Labels .10                | Ballot Outer Envelopes .20 |
| Facsimile – no charge           | Proxy Envelopes .20        |
| Long Distance Calls – no charge | Cellular Phone – no charge |

  - a. Extraordinary labor at the direction of the board may be billed with prior board consent.
  - b. The cost of items not included above with prior approval from the Board.
  - c. Checks, deposit books and bank endorsement stamps – At cost.
  - d. Notary Public Fee - \$10.00
  - e. Maintain association archives at outside storage facility- \$2.00 per box, per month.
  
2. The following CAM charges will be collected directly from the Unit Owners: (if applicable)
  - a. Preparation of Estoppels on Re-Sales - \$250.00 (rush fees may apply)
  - b. Rental/ Lease/ Sales approval - \$100.00 (background checks \$50 each), only if authority for such fees is provided for in the Association’s Governing Documents as required by Florida law.
  - c. Duplication of Association’s Documents (Declaration, Articles, Bylaws) - \$75 minimum
  
3. Legal Action: Participation in legal action involving the Association, court appearances, depositions, consultation with attorneys in connection with litigation filed or proposed on behalf of or directed by the Association at an hourly rate of \$80.00 per hour (excludes consultation via telephone.)
  
4. Amendments: Consultation on the amendments of Documents, By-laws, or Rules and Regulations and attending a Special Members' Meeting - no charge. (No legal service shall be performed.)
  
5. In case of disaster (i.e. hurricane):

Additional time to evaluate damage after a storm and monitor clean-up and reconstruction - \$75 per hour.
  
6. Tax Returns and Annual Uniform Business Report: The association will pay CAM \$225 fee for filing and mailing the Associations Short Form/ Long Form Federal, State, and Intangible tax returns. CAM will file the Association’s Annual Uniform Business Report with the State at no cost.
  
7. Special Assessments: Preparation of notice, billing, handling of payments and delinquencies- \$5.00 per unit plus postage and printing costs.

Accepted by:

8. Meetings: Ten (10) BOD Meetings, one Annual Budget meeting, and one Annual Members meeting per calendar year. The Association will reimburse CAM for additional meetings or conferences or for meetings on Friday night, Saturday or Sunday, at an hourly rate of \$80.00.
9. Beginning on \_\_\_\_\_, 202\_ and on each succeeding year during the term of this agreement, the Management fee as referenced in Exhibit "A" shall be supplemented by a 3% (Three Percent) increase to the base rate.

**BERMUDA GREENS  
2025 CLUBHOUSE MAINTENANCE PROJECT**

**BG Clubhouse- Scope of Work**

Remodel Clubhouse Kitchen, Main Room and two bathrooms including General and Subcontractor licensing and permits as required in addition to State required Workman's Comp and up to \$2M of General Liability Insurance naming BG as additional insured. Clean up and removal of all debris and waste materials.

**Kitchen**

Remove Countertops, sinks, and faucets. Supply and install new sink, faucet, and granite countertop. Supply and Install new under counter oven.

**Main Room**

Remove wallpaper and repair drywall as needed. Supply and install replacement Sound absorbing wallpaper (including the open ceiling area up to windows). Install 4 new tall pantry cabinets on the back left wall in the Main Room. Remove existing tile (including kitchen area) and supply and Install new Tile flooring. Install new shoe molding along existing baseboards. Paint all baseboards, wainscotting, and trim to finish quality, Supply and install 4 new pantry cabinets at left side of Main Room. Paint and repair ceiling as needed.

**2 Bathrooms and entry area**

Remove countertops, sinks, and faucets. Supply and install new granite countertops, sinks, faucets, and soap dispensers. Remove existing tile and replace with new tile.

**Total Project Cost (w/assumed material allowances)**

**\$89,568**



## GIB Meeting 1-30-2025

1. Call to Order – 3:04pm
2. Establishment of a Quorum – Quorum established
3. Proof of Notice of Meeting – Proof established
4. Approval of Previous Meeting Minutes – Approval with motion, second and vote
5. Officer Reports
  - President’s Report (Trevor Calhoun) – Report of a couple of new guards at the guard gate and long lines due to more in season traffic
  - Treasurer's Report (Andrew Oliver)
    - o December 2024 financials – November Treasurer’s report was included in the packet. December will be sent to all by Erin later. Andrew gave a verbal report. He noted that operating expenses have been higher than the income coming in. However, this is partly due to the reserve line item being increased in the budget. Gate opener’s were over budget because new openers needed to be purchased. The interest income accrues to the reserves and not the budget. There was a total of 38 gate incidents in 2024. We started recouping gate incident money in April. Before that, we were paying for all the damage. We have been more aggressive about charging the people that caused the damage. The Utility line item has been off all year mostly due to an irrigation meter not functioning correctly which has been corrected.
  - Secretary’s Report (Susan Miller) - No report
  - Managers’ Report (Erin Houston)
    - o Westgate Updates to be given by Westgate Rep.

Two reps attended the meeting to explain to the board their desire to be more involved with the engineering aspect of any re-design of the gate. There will be a meeting of the executive board with an engineering company on Tuesday, February 4<sup>th</sup> to see if they would be amenable to taking on the project. The reps from Westgate would like to be involved in that meeting. Trevor responded that this was a preliminary meeting only and that they will be invited to speak to the engineers if the company decides to take on the project.
    - o Drainage – This will be addressed by the engineer firm that will be on the premises on Tuesday.
    - o Tree Trimming – Trimming going as planned and is almost complete
    - o Park Place West Updates to be given by PPW Rep.
    - o Gate Updates – Tuesday meeting with engineer. A possible new gate will be part of the engineers study.
    - o Past Due Account Review – Everyone is up to date on paying their assessments
6. Committee Reports
  - Landscaping Update (Kim Strusky) – Still some plantings that need to be replaced at the gate. There was a proposal to re-sod the area on both sides of the gate but since the grass is now growing back, this will not be done.
  - Doug Berlet – Storm Water Management – Will be addressed on Tuesday. Issues have been identified. The area between the Manor and the nursing home will be addressed by the county.

## 7. Old Business

- Street light outage update – Waiting for the county to fix. They have been notified and stated it will be at least 3-4 weeks.
- Any additional old business - None

## 8. New Business

- Resident Passes by community review – Everyone appears to be following instructions regarding obtaining passes
- Any new business - None

## 9. Adjournment – 4:10 pm