

**BERMUDA GREENS CONDOMINIUM ASSOCIATION, INC.**  
**NOTICE OF MEETING OF THE BOARD OF DIRECTORS**

NOTICE is hereby given of a meeting of the Board of Directors at the date, time, and location shown below:

**Call in Instructions Only: (US) 1-929-205-6099, Meeting ID: 898 1549 6394, Passcode: 596507**

**Date: Tuesday, February 11, 2025**

**Time: 12:00 p.m.**

**Location: Onsite Meeting at Clubhouse, 13136 Castle Harbour Drive, Naples, FL 34110**

**Meeting: If calling in, please mute your phone unless asked to speak**

**AGENDA:**

1. Call to Order
2. Proof of Notice
3. Establish a Quorum
4. Disposition of Meeting Minutes (January 20, 2025)
5. President's Comments
6. Treasurer's Report
7. Manager's Report
  - a. Sales & Leases
8. Committee Reports:
  - a. Rules & Regulations Committee
  - b. Long Term Planning Committee
  - c. ARC Committee
  - d. Website Committee
  - e. Social Committee
  - f. Landscape Committee
9. Old Business
10. New Business
  - a. Discussion and Vote for New Management
11. Owner's Forum (Onsite & offsite questions)
12. Adjournment

## ZOOM INFORMATION

Bermuda Greens Board of Directors is inviting you to a scheduled Zoom meeting.

Topic: BG Board Meeting

Time: February 11, 2025 12:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/89815496394?pwd=HvkZj6LfPeCkiy3m9G9wxdIaOr6wSh.1>

Meeting ID: 898 1549 6394

Passcode: 596507

Dial by your location

- +1 929 205 6099 US (New York)
- +41 31 528 09 88 Switzerland

One tap mobile

+13052241968,,89815496394#,,,,\*596507#  
US

Meeting ID: 898 1549 6394

Passcode: 596507

Find your local number: <https://us06web.zoom.us/u/khEQqozQt>

**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.