

Contact the Board at Board@tequestapinespoa.com to request Zoom meeting access information.

**TEQUESTA PINES PROPERTY OWNERS ASSOCIATION BOARD OF
DIRECTORS MEETING**

Tuesday, November 12, 2024 at 6:30 PM

AGENDA

LOCATION: Video Conference Meeting via Zoom

- 1. CALL TO ORDER AND ROLL CALL**
- 2. APPROVAL OF AGENDA** *(as is, additions, deletions or modifications)*
- 3. PROOF OF DUE NOTICE OF MEETING** *(Notice of this meeting was posted on the TPPOA website not less than 48 hours prior to this meeting. Property owners receive a calendar of all Board meetings annually per Florida Statute and POA covenant.)*
- 4. DISPOSAL OF UNAPPROVED MINUTES**
 - A. Minutes of Board Meeting on September 10, 2024.
 - B. Minutes of the Board Meeting on October 8, 2024
- 5. PRESENTATION OF COMMITTEES & THE TREASURER'S REPORT**
 - A. Compliance Committee Report. *(Pat Gnieski, Secretary)*
 - B. Treasurer's Report. *(Marco Valdez, Treasurer)*
 - C. Architectural Review Committee Applications. *(Marco Valdez, Treasurer)*
 1. 47 Hickory Hill Rd – Pool
 2. 47 Hickory Hill Rd– Fence
 3. 94 Hickory Hill Rd – Fence
 4. 52 Birch Place – Garage Door
- 6. OLD BUSINESS (None)**
- 7. NEW BUSINESS**
 - A. Preliminary Budget Discussions. *(Marco Valdez, Treasurer)*
 - B. Contracts for Board Review and Approval. *(Marco Valdez, Treasurer)*
 1. Rust Tech Services
 2. Bookkeeping Services *(Michele Drake)*
 3. Revival Landscape Services
 - C. Consideration of Board Authorization for TPPOA Attorney to Proceed with Filing Foreclosure Action on Properties Located at 48 Wingo Street and 58 Woodland Drive. *(Thomas Bradford, President)*
- 8. COMMUNICATIONS FROM TEQUESTA PINES PROPERTY OWNERS**
- 9. ANY OTHER MATTERS & OPEN DISCUSSION BY BOARD MEMBERS**
- 10. NEXT MEETING** Monthly Board Meeting- December 10, 2024 at 6:30 PM Via Zoom.
- 11. ADJOURNMENT**

THIS AGENDA ALSO CONSTITUTES A LEGAL NOTICE OF THIS MEETING.

Contact the Board at Board@tequestapinespoa.com to request Zoom meeting access information.

**TEQUESTA PINES PROPERTY OWNERS ASSOCIATION BOARD OF
DIRECTORS MEETING**

Tuesday, September 10, 2024 at 6:30 PM

MINUTES

LOCATION: Video Conference Meeting via Zoom

1. CALL TO ORDER AND ROLL CALL

The meeting commenced at approximately 6:30 PM.

- √ Thomas Bradford, President
- √ Pat Gnieski, Secretary
- √ Marco Valdez, Treasurer
- √ Richard Evan, Director
- √ = Present; X = Absent

2. APPROVAL OF AGENDA (*as is, additions, deletions or modifications*)

The agenda was approved as submitted.

3. PROOF OF DUE NOTICE OF MEETING (*Notice of this meeting was posted on the TPPOA website not less than 48 hours prior to this meeting. Property owners receive a calendar of all Board meetings annually per Florida Statute and POA covenant.*)

4. DISPOSAL OF UNAPPROVED MINUTES

A. Minutes of Board Meeting on August 13, 2024.

Minutes of the Board Meeting on August 13, 2024 were approved as submitted.

5. PRESENTATION OF COMMITTEES & THE TREASURER'S REPORT

A. Compliance Committee Report. (*Pat Gnieski, Secretary*)

There were no known violations noted.

B. Treasurer's Report. (*Marco Valdez, Treasurer*) (Review monthly financial report from Bookkeeper)

Treasurer Valdez indicated that YTD revenues were slightly ahead of YTD expenditures, with approximately three properties in arrears for assessment dues payment, with each case being in the hands of the TPPOA attorney for collection actions.

C. Architectural Review Committee Applications. (*Marco Valdez, Treasurer*)

1. 45 Poplar Road - Patio Doors

2. 33 Poplar Road - Front Door

The two ARC applications referenced above were approved as submitted.

6. OLD BUSINESS

A. Continued Discussion on Creating a Property Owner Survey for a Minimum Term for Property Rentals. Recommend Deferring to 01/14/ 2025 Board Meeting. (*Thomas Bradford, President*)

A property owner survey was deferred by the Board until the Board meeting in January 2025.

B. Update on 2024/2025 Legislative Changes for TPPOA Requirements. (*Thomas Bradford, President*)

1. Website Scope of Work Review. (*Marco Valdez, Treasurer*)

THIS AGENDA ALSO CONSTITUTES A LEGAL NOTICE OF THIS MEETING.

The Website Customizations Scope of Work presented by Mr. Valdez was approved as submitted.

C. Board Matters Requiring Adoption Prior to October 1, 2024.

(A) use of the TPPOA website for provision of digital access to covenants and rules for current members to access the same.

Agenda Item C, A was unanimously approved by the Board.

(B) the proposed Notice document and its inclusion in the Annual Meeting mailed packet of information to be mailed prior to October 1, 2024 to all current members.

Agenda Item C, B was unanimously approved by the Board.

(C) the Board rules establishing standards for distribution, manner of distribution and time frame for providing either paper copies of the notice or email notice for digital access to the covenants and rules on the TPPOA website for all new members for their information on or after October 1, 2024.

Agenda Item C, C was unanimously approved by the Board.

(D) memorializing the same Board adopted standards for distribution, manner of distribution and time frame in an administrative policies and procedures document applicable to the Board only to be provided to all current and future TPPOA Board members.

Agenda Item C, D was unanimously approved by the Board.

7. NEW BUSINESS

A. Preparations for the October, 30, 2024 TPPOA Annual Meeting Mailing Early to include items required to be noticed to property Owners prior to October 1, 2024 (website being location of Covenants and Rules) to give Michele enough time to mail all items required.

The Board unanimously approved this plan for the TPPOA Bookkeeper to send out the Annual Meeting Notice and related materials earlier than usual, but prior to October 1, 2024, to include the proposed Notice indicating the TPPOA website as the location for property owners to review or secure copies of the rules and covenants of the TPPOA.

B. Consideration of Approval of Invoice from Revival for Irrigation Broken Line Repairs on Seabrook Road in the amount of \$1,000.

The Board unanimously approved the proposed work and cost for Revival Landscaping to repair the broken irrigation lines on Seabrook Road.

8. COMMUNICATIONS FROM TEQUESTA PINES PROPERTY OWNERS

There were no communications from TPPOA property owners.

9. ANY OTHER MATTERS & OPEN DISCUSSION BY BOARD MEMBERS

There were no other matters to come before the Board for formal consideration.

10. **NEXT MEETING** - Monthly Board Meeting-October 8, 2024 at 6:30 PM Via Zoom. Annual Meeting is on October 30, 2024 at 7:00 PM at the Tequesta Recreation Center.

11. ADJOURNMENT

The meeting adjourned at approximately 7:50 PM.

Contact the Board at Board@tequestapinespoa.com to request Zoom meeting access information.

TEQUESTA PINES PROPERTY OWNERS ASSOCIATION BOARD OF DIRECTORS MEETING

Tuesday, October 8, 2024 at 6:30 PM

MINUTES

LOCATION: Video Conference Meeting via Zoom

1. CALL TO ORDER AND ROLL CALL

The meeting commenced at approximately 6:30 PM.

- √ Thomas Bradford, President
- X Pat Gnieski, Secretary
- √ Marco Valdez, Treasurer
- √ Richard Evan, Director
- √ = Present; X = Absent

2. APPROVAL OF AGENDA (as is, additions, deletions or modifications)

The agenda was approved as submitted.

3. PROOF OF DUE NOTICE OF MEETING (Notice of this meeting was posted on the TPPOA website not less than 48 hours prior to this meeting. Property owners receive a calendar of all Board meetings annually per Florida Statute and POA covenant.)

4. DISPOSAL OF UNAPPROVED MINUTES

A. Minutes of Board Meeting on September 10, 2024.

These minutes were deferred to the next monthly Board Meeting for approval.

5. PRESENTATION OF COMMITTEES & THE TREASURER'S REPORT

A. Compliance Committee Report. (Pat Gnieski, Secretary)

There was no formal Compliance Report, but Board member Evan noted that saw no violations in his drive through Tequesta Pines.

B. Treasurer's Report. (Marco Valdez, Treasurer)

Treasurer Valdez indicated that YTD revenues were slightly ahead of YTD expenditures, with approximately two properties in arrears for assessment dues payment, with each case being in the hands of the TPPOA attorney for collection actions. Treasurer Valdez indicated that work on the 2025 budget and resulting annual assessments would begin soon.

C. Architectural Review Committee Applications. (Marco Valdez, Treasurer)

1. None

6. OLD BUSINESS

A. TPPOA Clusia Hedge Height. (Thomas Bradford, President)

The Board's feedback on the Revival Landscaping comments on clusia hedge height in summary were to go for a more manicured treatment of the clusia hedges, meaning reduce the severity of the amount trimmed with the goal being to help hide the fencing on adjacent private property. This may result in more frequent trimming. If this will result in higher cost to TPPOA, Revival is requested to tell us what that cost will be for Board consideration prior to implementation of any

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changes resulting in a higher cost for hedge trimming. This feedback is to be provided to Revival for the firm's response.

7. NEW BUSINESS

- A. Consideration of Approval of The Marketing Works of Palm Beach Proposal to Create a Document Repository that is only Accessible by Username and Password Prior to January 1, 2025 pursuant to Florida 2024 Legislative Requirements. *(Marco Valdez, Treasurer)*

The Board approved the \$1,500 Marketing Works of Palm Beach proposal to create a document repository that is only accessible by username and password of owners prior to January 1, 2025. The Board was also made aware of the \$500 spent to transition the website to the updated platform used by Wix today.

1. Review of the New Re-Platformed Website. *(Marco Valdez, Treasurer)*

Through use of Zoom screen share Mr. Valdez showed the Board what the new Wix platform would look like compared to the obsolete platform used by TPPOA today. The Board had no objections to segueing to the new Wix platform.

2. Review Action Item List for New Rules Taking Effect January 1, 2025. *(Marco Valdez, Treasurer)*

Mr. Valdez submitted an action list of items needed to complete document repository. The Board found it to be comprehensive. Mr. Bradford indicated he would look at it all as requested by Mr. Valdez as previously he did not have time to do so and he would provide any comments he may have to Mr. Valdez on the action items requiring website inclusion and/or on those items requiring clarification from the TPPOA attorney.

8. COMMUNICATIONS FROM TEQUESTA PINES PROPERTY OWNERS

There were no communications from TPPOA property owners.

9. ANY OTHER MATTERS & OPEN DISCUSSION BY BOARD MEMBERS

There were no other matters to come before the Board for consideration.

- 10. NEXT MEETING** – Annual Meeting October 30, 2024 @ 7:00 PM at the Tequesta Recreation Center; Monthly Board Meeting- November 12, 2024 at 6:30 PM Via Zoom.

11. ADJOURNMENT

The meeting was adjourned at approximately 7:29 PM.



Services, LLC

P.O. Box 2288
Jupiter, Florida 33468-2288
(561) 744-1225
(866) 771-RUST (7878)
rusttech@bellsouth.net
www.rusttechservices.com

RUST TECH SERVICES PROVIDES A WATER TREATMENT ADDITIVE FOR WELL WATER IRRIGATION SYSTEMS TO CONTROL STAINING. THE SOLUTION IS A FOOD GRADE COMPLEX POLYPHOSPHATE LIQUID CONCENTRATE ADDITIVE WHICH WILL REDUCE CLOGGING IN SPRINKLER HEADS, VALVES AND LINES.

Date: 10/22/24

This agreement ensures Rust Tech Services will supply, install and maintain a rust inhibitor system for: Tequesta Pines POA, PO Box 3906, Tequesta, FL 33469

This agreement includes:

Existing well water stains will be removed at no charge.

Rust Tech Services technicians service the property, maintain the rust inhibitor equipment and fill the chemical tank every two weeks.

You will only be billed for service, never a delivery charge.

The monthly price is based on irrigating 3-4 days per week. Any additional irrigating will be billed accordingly.

Our service technicians will remove any reoccurring rust stains at no charge.

Electrical receptacle for injection pumps to be supplied by the customer. This receptacle should only have live power when the sprinkler pump is on.

1/2" T for the injection tip to be supplied by the customer.

The cost of Rust Tech Services is based on irrigating 3-4 days per week:

Monthly service charge for 2024	\$318.62
Monthly service charge for 2025	\$334.55

Rust Tech Services, LLC requires either party's thirty-day cancellation notice. In the event of a service agreement, invoices submitted are due within 30 days of invoice date. Delinquent accounts of 60 days or more are subject to a 1.5% monthly finance charge. If delinquent accounts are referred for collection or legal action, the customer agrees to pay all reasonable costs for collection including reasonable attorney fees.

Any fees associated with electronic payment network companies, vendor management companies, insurance management companies, permits and all other outside fees will be invoiced to the customer.

A 5% increase in the cost of monthly service will be implemented each year on the service anniversary date.

Proposals are valid for 30 days.



Cynthia Haines
Rust Tech Services Representative

Customer Signature

IN RUST WE TRUST!

BOOKKEEPER SERVICES AGREEMENT

This Bookkeeper Services Agreement (“Agreement”) is amended on October 21, 2024 by and between Michele Drake (“Bookkeeper”), an individual, and Tequesta Pines POA (“Client”). Whereas, the Client and Bookkeeper (“Parties”) agree to the following terms and conditions of the Bookkeeper’s services, as an independent contractor, in exchange for fees:

1. Services. The Bookkeeper agrees to provide the following services for Tequesta Pines POA: accounts receivable, bank reconciliations, bill payment, customized reports, general ledger, financial statements, general bookkeeping, check register and cash receipts register, and any other requests as agreed upon by the Client and Bookkeeper. A monthly financial report will be prepared and submitted to the Treasurer no later than the 15th of the month. It will include: Balance Sheet, Aged Accounts Receivable, P&L vs. Budget, Check Register, Cash Receipts Journal and General Ledger.

The aforementioned selections shall be referred to as the “Services”. The Bookkeeper shall conduct the Services within the specifications and guidelines set by the Client. The Bookkeeper shall observe and comply with generally accepted bookkeeping and accounting practices and standards while complying with all Federal and State laws, regulations, and procedures when completing the Services in accordance with this Agreement.

2. Fees. The Client is currently paying the Bookkeeper \$175/month and agrees to increase this fee to \$200/month effective January 1, 2025 for the Services provided to the Client. Any additional services requested by Client will be billed at a previously agreed upon rate. Payment shall be due at the completion of the Services provided to the Client. Client acknowledges that from time to time after the initial one-year term, Bookkeeper may increase the fee upon thirty days written notice to Client.

3. Expenses. In addition to the Fees provided in Section 2, the Client agrees to reimburse the Bookkeeper for any out-of-pocket expenses incurred that include, but are not limited to, postage, printing, office supplies needed to prepare billings and mailings, and any other reimbursable expenses paid on behalf of the Client.

4. Retainer. The Client shall not be obligated to pay an advance payment for Services made to the Bookkeeper.

5. Term. Either party may terminate this Agreement for any reason without recourse upon not less than thirty (30) days written notice to the other.

6. Client’s Obligations. The Client shall be responsible for providing the Bookkeeper all financial information related to their business affairs including, but not limited to, all materials, data, and documents necessary to perform the Services under this Agreement. The Client acknowledges and agrees that the accuracy of financial information supplied to the Bookkeeper is the sole responsibility of the Client and the Bookkeeper shall be held harmless from any liability resulting from the accuracy of the financial information provided.

7. Employment Status. The Parties agree that the Bookkeeper shall provide the Services to the Client as an independent contractor and shall not be acting or determined to be an employee, agent, or broker.

(a) As an independent contractor, the Bookkeeper understands that the Client shall in no way withhold any amounts for payment of any taxes from the Bookkeeper’s accumulated fees for Services.

(b) **Vehicles & Equipment.** Bookkeeper will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Bookkeeper to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

(c) **Business Licenses, Permits, & Certificates.** Bookkeeper represents and warrants that Bookkeeper will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

(d) **Fringe Benefits.** Bookkeeper is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the Client.

(e) **Unemployment Compensation.** Client shall make no state or federal unemployment compensation payments on behalf of Bookkeeper. Bookkeeper will not be entitled to these benefits in connection with work performed under this Agreement.

(f) **Workers' Compensation.** Client shall not obtain workers' compensation insurance on behalf of Bookkeeper.

(g) **Insurance.** Client shall not provide insurance coverage of any kind for Bookkeeper. Bookkeeper shall obtain the following insurance coverage and maintain it during the entire term of this Agreement: Automobile liability insurance for each vehicle used in the performance of this Agreement—including owned, non-owned, leased, or hired vehicles.

8. No Partnership. This Agreement does not create a partnership relationship. Bookkeeper does not have authority to enter into contracts on Client's behalf.

9. Confidentiality. In the course of performing the Services hereunder, the Bookkeeper may gain access to certain confidential or proprietary information of the client. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers/donors, end-users, financial affairs, accounting, statistical data, documents, discussion, or other information developed by the Bookkeeper hereunder and any other proprietary and trade secret information of the Client whether in oral, graphic, electronic or machine-readable form. The Bookkeeper agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of the client, disclose such Confidential Information to third parties or use such Confidential Information for any purposes whatsoever, other than the performance of its obligation hereunder. The obligations under this section shall survive the termination or expiration of this Agreement.

10. Assignment. The Bookkeeper shall have no rights to assign any of their rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Client. Any attempt by the bookkeeper to assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

11. Notices. Any notices, bills, invoices or reports required by this Agreement shall be deemed received on the day of delivery if delivered by hand, standard mail, or e-mail during the party's regular business hours.

12. Indemnification. Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party affiliates, subsidiaries, and assigns its respective officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages demand, settlements, loss, expenses, and costs, including attorneys' fees and court costs, which arise directly or indirectly



November 7, 2024

Tequesta Pines Property Owners Association, Inc.
PO BOX 3906
Tequesta, FL 33469

Landscape Service Agreement

We appreciate the opportunity to work with you as your landscape service provider of choice. Revival Landscape Services LLC is a full-service landscape maintenance company offering the following services:

Maintenance – The cornerstone of a successful landscape company. We take pride in our work and our top priorities are quality work and great communication.

Tree Trimming – We have a full-time tree trimming department with certified trimmers overseen by a Florida Certified Arborist. We would love to help you create a custom tree trimming plan to meet your specific needs.

Agronomics – We have a full-time agronomic department with licensed applicators overseen by a Florida Certified Pest Control Operator. We are always on the lookout for pests, diseases, and nutrient deficiencies. Most common pests and deficiencies are easily controlled through our Integrated Pest Management approach.

Install & Design Services – Revival Landscape Services offers free design services for our maintenance customers! We can digitally enhance photos to show your landscape's potential and our landscape division are installation experts.

Irrigation – We offer full irrigation maintenance and repair services with our licensed, in-house team.

We are committed to fulfilling the specific landscape needs of your property as proposed in the enclosed *Landscape Service Agreement*.

All the terms of this *Landscape Service Agreement* are acknowledged and agreed to upon execution on page ten. This agreement shall be in effect for the period June 13, 2019 through June 12, 2020.

The prices stated under this Agreement are binding unless Tequesta Pines Property Owners Association, Inc., here forward referred to as *Owner/Client*, fails to accept this agreement within 90 days from the date on which it was submitted by Revival Landscape Services LLC here forward referred to as *Contractor* or unless the scope of services changes.

Thanks again for this opportunity. Please do not hesitate to contact me if you have any questions.

Sincerely,

Rob Gresham

Owner

O – 561.966.1448

E – Office@revivallandscape.com

Initials_____



Service Summary & Pricing

	<u>FREQUENCY</u>	<u>PRICE / YEAR</u>
<p>▶ Mowing Service Mowing, edging, string trimming, and blowing</p>	36 Services / Yr	
<p>▶ Detail Service Prune, Trim, Weed, Detail all beds & plant material. Trim all Trees under 8 feet & Palms under 12 feet</p>	12 Services / Yr	
<p>▶ Irrigation System Maintenance See Exhibit A</p>	12 Services / Yr	
<p>▶ Horticultural Program</p> <p>Turf Fertilization</p> <p>Ornamental Shrub, Tree & Palm Fertilization</p> <p>Integrated Pest Management</p> <p>Turf Broadleaf Weed Control</p>	<p>3 Apps / Yr</p> <p>2 Apps / Yr</p> <p>12 Apps / Yr</p> <p>2 Apps / Yr</p>	
<p>Total Investment for the Services Above:</p>	<p>Annual</p> <p>Per month</p>	<p>\$26,880.00</p> <p>\$2,240.00</p>

LANDSCAPE SERVICE AGREEMENT

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified in the following *Landscape Service Agreement* Terms and Conditions.

I. LAWN CARE

Mowing and Edging:

Lawns shall be mowed 36 times per year. During extended rainy or dry periods mowing will take place as conditions dictate. If a mowing service is missed due to weather-related reasons, it will be made up at another time in the contract period. Mowing height will be based on what is horticulturally correct for the turf variety and season. Edging along hard surfaces, roadways, driveways, walkways, etc., will be performing in conjunction with each scheduled mow. Edging of bed lines and tree rings (soft edging) will be performed every other visit.

Following each mow visit the contractor will blow clear all hard surfaces adjacent to the turf areas and disperse clumps of grass in the beds, tree rings, or turf. All trash and debris is to be removed from the mowed areas, beds, and roadways. Palm frond debris in turf areas shall be picked up and taken offsite or deposited at an agreed upon location on-site. Fallen palm fronds located inside beds will be removed during the monthly trimming and detail service. If the Customer does not trim and maintain association palms trees one time per year, an additional debris clean-up may be charged.

Fertilization:

St. Augustine lawns shall be fertilized 3 times per year with a commercial grade fertilizer that meets or exceeds current State of Florida BMP criteria. During certain seasons, combination products may be used to help control turf damaging insect populations or turf weeds.

Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems arise, Contractor will propose treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly application of disease control products although such protection is available at substantial additional costs.

Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. There are two insect infestations specifically excluded:

1. Fire Ants: These treatments do not include the prevention of fire ant infestation which is available at added cost. Fire ant baits will be used to treat existing mounds.
2. Nematodes: Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments can be provided at additional cost.

Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, two treatments of liquid broadleaf weed control will be made to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non-selective products such as Roundup. These treatments require re-sodding which will be quoted at additional charge.

II. GROUND COVER AREA/SHRUB AREAS

Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

Pruning:

Shrubs shall be pruned as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Selective pruning of the entire property will occur each month, or twelve times per year.

Weed Control:

Beds shall be kept reasonably free of broadleaf or grassy weeds by mechanical means or with the application of pre and post-emergent herbicides. The chosen chemical will be recommended and legally approved for the specific weed problem. Weed control will be performed a minimum of once per month or as needed in the growing season.

Fertilization:

Ornamentals shall be fertilized 2 times per year with a commercial grade slow-release fertilizer that meets or exceeds current State of Florida BMP criteria.

Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted. Approved fungicides can be applied to slow or stop the progression of some diseases but often cannot destroy the pathogen. Disease *prevention* is not included in this agreement.

Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

Control of imported pests:

Certain locations in the United States such as Florida have a history of accidental introductions of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem, Contractor will recommend the most cost-effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional costs to the customer. Examples of imported pests found on shrubs include but are not limited to Ficus/Spiraling Whitefly, Pink Hibiscus Mealybug, and Lobate Lac Scale.

III. TREE CARE

Pruning:

Height limitation for tree pruning covered in the specification is 8 feet. On trees over 8 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised.

Palm Pruning:

Height limitation for palm pruning covered in this specification is 12 feet. Palms over 12 feet in height should be trimmed once or twice per year to maintain clearance from buildings, lights, etc

Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client. Installing or removing stakes is not included in this agreement and will be performed at an additional cost.

Pesticide:

The height limitation for pesticide treatments in trees and palms is 8 feet. Treatment of foliage above this height will be done at an additional cost, if possible, once approved by the Client.

IV. MULCHED AREA

We highly recommend utilizing mulch on your property to lower the PH and hold moisture to allow your plants to absorb more micronutrients. In those areas with excessive mulch build-up alternatives will be discussed with the client. Mulch is not included in this agreement but can be proposed separately.

V. IRRIGATION SYSTEM

Watering should be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant material in the landscape. In some circumstances, water scheduling may be restricted by local watering restrictions. Where practical, watering shall be done at night or early in the morning if the system is automatic, unless notified otherwise by the owner. Any damage to the irrigation system caused by the Contractor to properly installed system components shall be repaired without charge. Faulty equipment, vandalism, or accidental damage caused by others shall be reported promptly to the client. See Exhibit A for further details.

VI. ANNUAL COLOR

Annual flowers are not included in this contract but can be supplied and installed upon request.

VII. DEBRIS CLEANUP

All landscape areas shall be inspected on days of service and normal amounts of debris removed. This excludes storm related damage. Gardening debris generated from our work shall be removed on days of service.

VIII. STORM CLEANUP

Storm cleanup is considered an additional service. If an unnamed storm causes damages to the property, Contractor may suspend mowing for one week and use that time to clean up debris in all normally maintained areas. If a named storm causes excessive damage and debris, Contractor will be compensated for removal and clean-up services. Hurricane agreements will be delivered to customers by June 1st each year.

IX. CONTRACTOR RESPONSIBILITY

The contractor shall recognize and perform in accordance with the written terms, specifications and drawings, contained or referred to herein. Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

Work Force:

All employees shall be competent and qualified, and shall be U.S. citizens or legal residents, and authorized to work in the United States.

Materials:

All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

Product Control:

All control materials shall be approved for specific use by the US Environmental Protection Agency and local government agencies.

Bio-Hazards:

Contractor shall not be responsible for policing, picking up, removing, or disposing of certain materials on the Owner/Client's property. This includes, but is not limited to, hypodermic needles, condoms, feminine hygiene products, etc. Contractor shall only be obligated to communicate any observations of potential biohazards to the Owner/Client for their appropriate removal by others.

Licenses and Permits:

Contractor will maintain a Landscape Contractor's license and will comply with all other license and permit requirements of the City, State and Federal Governments.

Taxes:

Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

Initials_____

Insurance:

Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Owner/Client.

Liability:

It is understood and agrees that the Contractor is not liable for any damages of any kind whatsoever that is not caused by the negligence of the Contractor, its agents, or employees.

Subcontracts:

Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

Invoicing:

Contractor will submit monthly service invoices for the amount set forth under the prices and terms shown in Section XI of this agreement. Any services rendered in addition to or beyond the scope of work required by this agreement shall be billed separately.

X. OWNER/CLIENT RESPONSIBILITY

Utilities:

All utilities shall be provided by the Owner/Client.

Access to Jobsite:

Owner/Client shall furnish access to all parts of the jobsite where Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time, and in the case of after-hours emergencies.

Payment:

Owner/Client shall review invoices submitted by Contractor and payment shall be due 15 days following the date of the invoice and delinquent if not paid by that date. Contractor may cancel Agreement by giving 10 business days written notice for nonpayment, after the payment is delinquent.

Notice of Defect:

Owner/Client shall give contractor at least 10 business days' written notice to correct any problem or defect discovered in the performance of the work required under this agreement. Contractor will not accept any deduction or offset unless such written notice is given, and Contractor agrees to the offset.

XI. OTHER TERMS

Assignment:

The Owner/Client and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.

Initials_____

Termination:

This agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party.

Payment:

All labor and material necessary to accomplish the work outlined in this agreement shall be provided for the sum of twenty six thousand eight hundred eighty dollars (\$26,880.00) per year payable in 12 monthly installments of \$2,240.00. Billing will begin January 1, 2025, and end December 31, 2025. Unless terminated in writing by either party, at the expiration of the initial term this agreement shall be automatically extended on a year-to-year basis. On each anniversary date, a 3% service fee increase will be added to the contract.

Your service fee is based on an average fuel cost of \$3.50 per gallon for regular unleaded. Regional average monthly fuel costs in excess of \$4.00 as listed by the U.S. Energy Information Administration will result in a fuel surcharge for the following month. The surcharge will be limited to a 2% increase of the monthly contract if fuel cost hits \$4.00, and 2% increase for each dollar increase above \$4.00. (Example: If fuel reaches \$6.00 per gallon, a 6% fuel surcharge will be added to the next monthly invoice)

You will receive your first invoice within 30 days of our service commencement date and can expect to receive them monthly thereafter by the 10th of each month. All billings are due and payable 15 days following the date of the invoice. A service charge of 1.5% per month will be added to all balances not paid within 30 days of invoice. Should it become necessary for Revival Landscape Services LLC to pursue collections of outstanding invoices, TPPOA agrees to pay attorney's fees, court costs, interest, and all expenses incurred in said collections.

For the convenience of the Owner/Client, the monthly charge under this agreement is an average of the total charge for all work to be performed under the agreement divided by the number of calendar months included in the payment period of the agreement. In the event this agreement is terminated early by either party, the Contractor shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Owner/Client through the date of termination. This is because substantial portions of work for the year may be performed in the early months of each year of the agreement including potentially significant mobilization costs in start-up and the cost of work will not be fully recovered by the Contractor until all monthly payments under this agreement have been received.

I confirm that I have full power and authority to enter into this Agreement on behalf of the Owner/Client. I have read, understand and agree to the foregoing agreement and hereby accept on behalf of the Owner/Client.

Client Approval

Client/Owner:

Tequesta Pines POA, Inc.
PO BOX 3906
Tequesta, FL 33469

Contractor:

Revival Landscape Services LLC
800 13th St
Lake Park, FL 33403

By: _____ By: _____
Signature Signature

Print Name and Title Print Name and Title

Date: _____ Date: _____

END

Initials _____

Exhibit A

Irrigation Scope of Work

1. Provide monthly wet test of the entire system, zone by zone.
2. Unclog all heads and install screens to reduce future clogging.
3. Set the correct start time, time of day, day of week, days to run and run times according to local water restrictions and taking into consideration the time of year and plant watering needs.
4. Repair or replace all broken or malfunctioning sprinkler heads. **The labor for these repairs is included in the cost below but all materials used shall be charged to the customer as an additional expense.**
5. Repair all broken pipes up to and including 3/4" diameter. Pipes under roads, walks, trees, drives, etc..., pipes in root systems and pipes other than PVC are not included. **The labor for these repairs is included in the cost below but all materials used shall be charged to the customer as an additional expense.**
6. Any repairs to clocks, valves, electrical, hydraulics, pumps, motors, pipes under roads, walks, trees, buildings, etc..., clogged pipes, pipes over 3/4" diameter, relocating heads, adding heads, damage caused by Contractors, Acts of God, Vandalism, etc., and calls between services shall be performed at a rate of \$65.00 per Technician man-hour.
7. Provide detailed work orders describing what was done, at what location, with all materials listed for said repair.
8. All materials used shall be charged to the customer. Depending on the amount of repairs during the first service only, additional labor may be billed to bring the property up to a maintainable standard.



Thomas Bradford <tgradford3@gmail.com>

Tequesta Pines - Buckwalter and Cheatham

1 message

Renee Renuart <reener@wassersteinpa.com>
To: Thomas Bradford <tgradford3@gmail.com>
Cc: Colleen Parnes <assistant@wassersteinpa.com>

Mon, Oct 14, 2024 at 6:22 PM

Hi Tom,

We sent the Claim of Lien and Intent to Foreclose letter (copies attached) on Buckwalter and Cheatham on August 2 and neither owner has paid and we can now proceed with the foreclosure action. There is a pending bank foreclosure action on Buckwalter and a judgment was entered however, the bank recently filed a motion to cancel the sale because the owner has entered into a repayment plan with the bank. Let me know if the board wants us to proceed with filing the foreclosure action on these files. Thanks.

Regards,

Renee Renuart, Esq.

WASSERSTEIN, P.A.

301 Yamato Road, Suite 2199

Boca Raton, Florida 33431

Phone: (561) 288-3999

E-mail: reener@wassersteinpa.com

Website: www.wassersteinpa.com



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number listed above and delete this message and all copies and backups thereof. A part of our firm's practice involves the collection of debt on behalf of our clients. If you are someone against whom one of our clients has a claim, please be aware that this communication is from a debt collector as defined by law and any information obtained will be used for that purpose.

2 attachments

 **Intent to Foreclose Letter (Buckwalter).pdf**
363K

 **Intent to Foreclose Letter 3 (Cheatham).pdf**
363K

Wasserstein, P.A.

301 Yamato Road, Suite 2199, Boca Raton, Florida 33431 • Phone: 561.288.3999 • Website: www.wassersteinpa.com
E-mail: Daniel Wasserstein, Esq. - danw@wassersteinpa.com • Renee Renuart, Esq. - reneer@wassersteinpa.com • Michael S. Feldman, Esq. - michael@wassersteinpa.com

August 2, 2024

Sent Via First-Class U.S. Mail
& Certified Mail, Return Receipt Requested
#9589 0710 5270 2056 7582 77
Roger J. Buckwalter
48 Wingo Street
Tequesta, FL 33469

**RE: Tequesta Pines Property Owners
Association, Inc.
48 Wingo Street, Lot 9
Tequesta, Florida 33469**

DELINQUENT ASSESSMENT

Amount owed as of 12/31/23 is \$0.00 .	
Account Balance as of 12/31/23	\$0.00
Amount owed since 12/31/23 is \$87.66 and broken down as follows:	
Yearly Assessments (1 at \$83.50) beginning 1/1/24 through 8/2/24 with 10% penalty (totaling \$4.16)	\$87.66
Attorney's Fees	\$1,205.00
Cost for Recording Claim of Lien	\$10.60
Postage Costs (1 at \$10.33)	\$10.33
Total Amount Due	\$1,313.59

Dear Roger J. Buckwalter:

Wasserstein, P.A. is a debt collector. This communication is an attempt to collect a debt and any information obtained as a result of this letter or further communications with this office will be used for the purpose of collection of a debt.

Wasserstein, P.A. represents Tequesta Pines Property Owners Association, Inc. (the "Association"). This letter is to inform you a Claim of Lien has been filed against your property because you have not paid the assessments identified above to the Association. The Association intends to foreclose the lien and collect the unpaid amount within 45 days of this letter being provided to you.

You owe the interest accruing from January 2024 to the present. As of the date of this letter, the total amount due with interest is \$1,313.59. All costs of any action and interest from this day forward will also be charged to your account.


Any questions concerning this matter should be directed to Renee Renuart, Esq., 301 Yamato Road, Suite 2199, Boca Raton, Florida 33431 (561) 288-3999.

Enclosed please find a copy of the Claim of Lien that was sent to be recorded against the above referenced property as a result of your failure to pay assessments. The Claim of Lien contains amounts due to the Association as of the date it was signed, and further secures all amounts that may subsequently come due.

**PAYMENT MUST BE MADE BY CASHIER'S CHECK, CERTIFIED CHECK OR
MONEY ORDER MADE PAYABLE TO: "WASSERSTEIN, P.A. TRUST ACCOUNT"**
AND SENT TO THE ABOVE REFERENCED LAW FIRM ADDRESS

Should you have any questions concerning this matter, you may contact the undersigned at the above referenced phone number. Thank you for your prompt attention to this matter.

WASSERSTEIN, P.A.


**RENEE RENUART
DANIEL WASSERSTEIN
For the Firm**

THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY AND ALL INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.

Wasserstein, P.A.

301 Yamato Road, Suite 2199, Boca Raton, Florida 33431 • Phone: 561.288.3999 • Website: www.wassersteinpa.com
E-mail: Daniel Wasserstein, Esq. - danw@wassersteinpa.com • Renee Renuart, Esq. - reneer@wassersteinpa.com • Michael S. Feldman, Esq. - michaelf@wassersteinpa.com

August 2, 2024

Sent Via First-Class U.S. Mail
& Certified Mail, Return Receipt Requested
#9589 0710 5270 2056 7582 84
Carolyn W. Cheatham
58 Woodland Drive
Tequesta, FL 33469

**RE: Tequesta Pines Property Owners
Association, Inc.
58 Woodland Drive, Lot 77
Tequesta, Florida 33469**

DELINQUENT ASSESSMENT

Amount owed as of 12/31/23 is \$0.00 .	
Account Balance as of 12/31/23	\$0.00
Amount owed since 12/31/23 is \$365.35 and broken down as follows:	
Yearly Assessments (1 at \$348.00) beginning 1/1/24 through 8/2/24 with 10% penalty (totaling \$17.35)	\$365.35
Attorney's Fees	\$682.50
Cost for Recording Claim of Lien	\$10.60
Postage Costs (1 at \$10.33)	\$10.33
Total Amount Due	\$1,068.78

Dear Carolyn W. Cheatham:

Wasserstein, P.A. is a debt collector. This communication is an attempt to collect a debt and any information obtained as a result of this letter or further communications with this office will be used for the purpose of collection of a debt.

Wasserstein, P.A. represents Tequesta Pines Property Owners Association, Inc. (the "Association"). This letter is to inform you a Claim of Lien has been filed against your property because you have not paid the assessments identified above to the Association. The Association intends to foreclose the lien and collect the unpaid amount within 45 days of this letter being provided to you.

You owe the interest accruing from January 2024 to the present. As of the date of this letter, the total amount due with interest is \$1,068.78. All costs of any action and interest from this day forward will also be charged to your account.


Any questions concerning this matter should be directed to Renee Renuart, Esq., 301 Yamato Road, Suite 2199, Boca Raton, Florida 33431 (561) 288-3999.

Enclosed please find a copy of the Claim of Lien that was sent to be recorded against the above referenced property as a result of your failure to pay assessments. The Claim of Lien contains amounts due to the Association as of the date it was signed, and further secures all amounts that may subsequently come due.

**PAYMENT MUST BE MADE BY CASHIER'S CHECK, CERTIFIED CHECK OR
MONEY ORDER MADE PAYABLE TO: "WASSERSTEIN, P.A. TRUST ACCOUNT"
AND SENT TO THE ABOVE REFERENCED LAW FIRM ADDRESS**

Should you have any questions concerning this matter, you may contact the undersigned at the above referenced phone number. Thank you for your prompt attention to this matter.

WASSERSTEIN, P.A.


RENEE RENUART
DANIEL WASSERSTEIN
For the Firm

THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY AND ALL INFORMATION OBTAINED WILL BE USED FOR THIS PURPOSE.