

Meeting Minutes – 2/4/25 – Board of Directors Meeting

Date/Time: Tuesday, February 4th, 2025 at 6:00 PM ET

Location: Publix

In attendance:

- Board members: Dan Davis (President), Drew Holt (Director), Neal Milton (Director), Maggie Kane (Director), Jeannine Malay (Treasurer)
- Property Manager: Magda Hatka, Ameri-Tech Community Management

Meeting convened: 6:14 PM ET

- Certify Quorum of the Board and Membership – Certified
- Approval of December 4th, 2024 meeting minutes – Approved
- Unfinished business:
 - Vote to switch from current landscaping contract with Millenium - Vote passes (*Motion: Dan/proposed, Drew/second, All in favor*)
Dan is currently working to gather information regarding a new company. We have to give the current landscaper 60 days notice.
 - Vote to impose special assessment due to budget deficit and Flood insurance increase - Vote passes (*Motion: Dan/proposed, Neal/second, All in favor*)
 - There is a shortage of \$30,000 in the 2024 budget as well as a Flood Insurance price increase of \$38,600.
 - In order to address these deficits, the board discussed implementing a special assessment of \$489 dollars which could be paid all at once, or in installments of \$97.80 for 5 consecutive months beginning on April 1st and to be paid in full on or before August 1st.
 - The Board will discuss whether to increase the proposed assessment fee to include the costs for resurfacing the pool, purchase of new pool furniture, and new mulch. This will be discussed at the next meeting.
- New business
 - Vote to switch from Waste Management to Republic Service - Vote passes (*Motion: Dan/proposed, Drew/second, All in favor*) . Drew will identify the window of time during which the compactor is being emptied. Residents will be notified of the time frame that the contractor will not be available in order to avoid trash piling up in front of the dumpster.
 - Vote to switch from current pond maintenance provider to Dragonfly Pond Works Contract: Vote passes (*Motion: Drew/proposed, Dan/second, All in favor*)
 - Legal updates from the Association Attorney
 - Vote to enact Violation policy – Vote passes (*Motion: Drew/proposed, Neal/second, All in favor*)

The Bayside Key Homeowners Association Violation Policy will be enforced. We will need to recruit 3 non-board members of the community to comprise the Violation committee. This committee will monitor violations and help determine fines and protocol.

The Board will work on recruiting members

- Vote to enact Collection policy- Vote passes (*Motion: Drew/proposed, Neal/second, All in favor*)

Collections will be enforced for community members who have not paid monthly association fees. This was discussed with the attorney.

- Board meetings
 - Vote to establish monthly meetings for the Board and community until issues are resolved – Vote passes (*Motion: Drew/proposed, Neal/second, All in favor*)

Next meeting scheduled for March 4th, 6:00 PM ET at Publix

Meeting adjourned: 8:00 PM ET

Minutes compiled by: Maggie Kane

BAYSIDE KEY HOA
Board of Directors Meeting
FEBRUARY 4TH 2025
Meeting at 6PM
Publix Employee Breakroom

1. Call to Order
2. Proof of Notice of Meeting
3. Approval of December 4th 2024 Minutes
4. Officer's Reports
 - President Report/ organizational BOD procedures
 - Treasurer report / December 2024 Financial Report
5. Manager Report/ Budget /collections/violations / YTD
6. Unfinished Business
 - Review of Current Landscaping Contract with Millenium
 - Flood Insurance update
7. New Business
 - Republic Service Contract
 - Dragonfly Pond Works Contract
 - Legal updates from the Association Attorney
 - Collections , Violations and Fines
8. Homeowner Questions/Comments Regarding Agenda Items
9. Next meeting date: TBD

Adjournment

RE: Fw: Flood insurance Increased 37K- Bayside Key HOA

From Scott M. Gross <Scott@associationlawfl.com>

Date Wed 1/22/2025 12:30 PM

To Dan J. Greenberg <Dan@associationlawfl.com>; Magda Hatka <mhatka@ameritechmail.com>

Cc Greg Grossman <Greg@associationlawfl.com>; Stephan C. Nikoloff <Steve@associationlawfl.com>

I think as a general rule, binding coverage is not the end of the discussion with the carrier. They still need to go through their underwriting process. As Dan mentioned, this isn't really within the scope of our practice, but I reached out to an insurance coverage attorney and his thought was similar. He's seen carriers change the terms of policies based on a change in conditions/circumstances occasionally. He indicated that statute allows for those changes until the policy has been in place for 60 days – citing to Fla. Stat. 627.4133 (which mostly has to do with termination of policies, but does speak to a substantial change in risk as a reason that a carrier can revise the terms/conditions/premiums and cancel a policy). Extrapolating out that logic, the carrier in this case is likely going to argue that the appraisal created a change in risk that required them to reevaluate the policy premium. Or, they may even take a simpler approach and argue that the policy premium was adjusted as it went through underwriting. While it's bad business, I'm not sure that there's anything inherently illegal or actionable about the practice.

Sincerely,
Scott M. Gross, Esq.



1964 Bayshore Boulevard, Suite A
Dunedin, FL 34698
(727) 738-1100/(727) 733-0042 fax

PLEASE NOTE: Our website has changed to www.associationlawfl.com. Our email addresses have also changed to @associationlawfl.com. Please update your records to reflect our new information.

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From: Dan J. Greenberg <Dan@associationlawfl.com>

Sent: Wednesday, January 22, 2025 10:56 AM

To: Magda Hatka <mhatka@ameritechmail.com>

Cc: Scott M. Gross <Scott@associationlawfl.com>; Greg Grossman <Greg@associationlawfl.com>; Stephan C. Nikoloff <Steve@associationlawfl.com>

Subject: RE: Fw: Flood insurance Increased 37K- Bayside Key HOA

I have no idea, this is far outside the scope of our practice. Copying in the rest of the team to take a look. If anyone has any ideas, please advise.

From: James Gamble <james.gamble@protonmail.com>
Sent: Monday, January 13, 2025 8:35 AM
To: Kelly, Blake <blake.kelly@CBIZ.com>
Cc: Mercier, Matthew <mmercier@CBIZ.com>; Virden, Stephanie <stephanie.virden@CBIZ.com>
Subject: [EXT] Re: Flood insurance

Sender: james.gamble@protonmail.com from Switzerland

Guys, we've already approved our 2025 budget which is already tight. There's simply no money for this. We signed off on a renewal and the goings on behind the scenes are irrelevant. We'd have to have another budget meeting to amend this and in the meanwhile we have no flood insurance. I need a better solution than to just pay more money that we don't have.

On Mon, Jan 13, 2025 at 8:18 AM, Kelly, Blake <blake.kelly@CBIZ.com> wrote:

Hi James,

I'm sorry for the delay in delivering this information to you. Matt and I wanted to double, and triple confirm the information that NFIP provided us was accurate and there were no mistakes made. It was difficult to get an explanation out of them. Both of us are extremely displeased and are still trying to find any possible solutions. However, we are dealing with the federal government and the likelihood of them giving us any assistance is extremely small.

The issue we are facing is the NIFP issued a second invoice after the request to bind stating that the new appraisal values were not included in the first invoice. This resulted in a premium increase of 37,258. Please see timeline from our account manager below.

- 10/03/24 Carrier sent in request for current replacement cost appraisal for all policies
- 10/15/24 CBIZ uploaded the current appraisal to the carrier website per the carrier request
- 11/06/24 Renewal Notices are issued by the Flood carrier and posted on their website
- 11/08/24 CBIZ pulls the renewal notices from the website and attached in our system
- 11/13/24 Renewal proposal including the 01/01/25 flood insurance is sent to Bayside Key
- 11/25/24 Orders to bind coverage page signed by James Gamble
- 11/26/24 Revised renewal notices are issued by the carrier
- 12/30/24 Accounting goes to pay Flood invoices and we find that the premiums are higher than proposed invoices

In speaking with Wright Flood/MacNeill Group, they advised that they advised the following;

Had the insurance appraisal been received 91 days or more before the renewal date, they would have endorsed the current term with the increased Replacement Cost value and the client would have been charged and additional premium.

Because the appraisal was received within 90 days prior to the renewal, they set up a task for themselves to apply the appraisal to the renewal.

However, their system would not allow them to update the replacement cost value until the renewal invoices were generated. Once the renewal invoices were generated, they created an internal task follow up to update the invoices per the appraisal, by the time they completed that internal task, it was the 11/26/24 date when the revised invoices were completed.

we received confirmation from AFCO that they can complete an "EZ endorsement" on their end to amend the contract without further down payment or signature. We just need your okay.

The updated contract would be amending the remaining installments as of 02/01/25.

Below, you will see a screenshot of the breakdown of premium change per building.

Bayside Key - Flood changes to Premium			
Address	Proposed Invoice	Revised Invoice	
6002-6012	\$ 9,555.00	\$ 11,220.00	
5907-5921	\$ 11,782.00	\$ 13,849.00	
6201-6215	\$ 11,789.00	\$ 13,856.00	
6202-6216	\$ 11,790.00	\$ 13,859.00	
5932-5942	\$ 9,555.00	\$ 11,221.00	
5916-5926	\$ 9,554.00	\$ 11,220.00	
5927-5941	\$ 11,789.00	\$ 13,856.00	
6001-6015	\$ 11,783.00	\$ 13,850.00	
6021-6035	\$ 11,788.00	\$ 13,855.00	
6101-6119	\$ 13,943.00	\$ 16,399.00	
6125-6143	\$ 13,945.00	\$ 16,402.00	
6225-6235	\$ 9,556.00	\$ 11,224.00	
6331-6341	\$ 9,558.00	\$ 11,224.00	
6345-6355	\$ 9,556.00	\$ 11,224.00	
6359-6375	\$ 11,790.00	\$ 13,859.00	
6334-6348	\$ 11,791.00	\$ 13,860.00	
6316-6330	\$ 11,793.00	\$ 13,862.00	
6302-6312	\$ 9,559.00	\$ 11,226.00	
6222-6236	\$ 11,791.00	\$ 13,859.00	
Total	\$ 212,667.00	\$ 249,925.00	
		\$ 37,258.00	
		Additional Premium Due	

Matt and I are available to answer any questions. Please don't hesitate to reach out.

Matthew Mercier, AAI, CIRMS, CMCA, LCAM

National Practice Leader

CBIZ Insurance Services, Inc.

Phone: (941) 960-8782 Cell: (941) 586-0702

Blake Kelly

vice president / risk advisor

CBIZ Insurance Services, Inc.

Cell: (727)219-0572



1605 Main Street, Suite 1010 | Sarasota | FL | 34236



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Bayside Key HOA follow up

From Dan J. Greenberg <Dan@associationlawfl.com>

Date Fri 1/24/2025 12:11 PM

To Ariana E. Zarrella <Ariana@associationlawfl.com>

Cc Magda Hatka <mhatka@ameritechmail.com>; Dan Davis <dbaseball123@gmail.com>; Eva Boussom <Eva@associationlawfl.com>; Stacey Acker <Stacey@associationlawfl.com>

 1 attachment (94 KB)

AmeriTech- BaysideKey.UpdateForm.xls;

Ariana,

Please prepare the following policies next week and provide in response to this email for Magda and Dan.

- Collection Policy – standard HOA policy. Ameritech will send the NOLA and we will prepare pre-lien and lien before sending back to the Board to vote on foreclosure. They have monthly assessments and 10% interest per their docs. Please check for ability to charge late fees.
- Violation Policy
 - 14 day First Notice letter from Ameritech.
 - 14 day Final Notice from our office advising of abatement or litigation. Our fee is assessed per Article X of the Declaration.
 - Abatement for maintenance violations assessable pursuant to Article X of the Declaration.
 - Litigation for non-maintenance violations.

Dan, attached is our collection report. My team is working on the yellow highlighted items in the last column, and we need the Board to authorize foreclosure on 6009 Bayside Key Drive at your next meeting and we will get that started. This report will be emailed to Magda monthly so she can share with you for your Board meetings. Let me know if we can help with anything else.

Sincerely,
Dan Greenberg, Esq.



1964 Bayshore Boulevard, Suite A
Dunedin, FL 34698
(727) 738-1100/(727) 733-0042 fax

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**** Please distribute to Board, Property Manager and Accounting ****

Bayside Key Homeowners Association, Inc.
Updated 1/31/2025



Ameri-Tech (NPR)

Interest: 10%

Late Fees:

Owner Name/Property Address	Pre-Lien Letter	Claim of Lien	Assn F/C	Mortgage F/C	Update/Next Step
Burgos- 6230 Bayside Key Drive			Filed 2/19/24 by Prasse Case : 24-CC-9053		Awaiting ledger from Association for Affidavit of Amounts Due 1/6/25
Johnson - 6135 Bayside Key Drive	5/13/2024				Pending preparation of lien.
Nelson - 6324 Bayside Key Drive					Pending preparation of pre-lien demand.
Orca - 6009 Bayside Key Drive	2/6/2024	5/13/2024			A foreclosure may be filed after 7/02/24.
Valdez - 6213 Bayside Key Drive	8/27/2024				1/15/25: Disbursed partial payment.

It is recommended that the Association always proceed with a Pre-Lien Letter and Claim of Lien. It is the Board's decision to proceed with a foreclosure for any matters in mortgage foreclosure and/or bankruptcy.



Outlook

Fw: HOA fees that are in arrears / Bayside Key / URGENT !!!!

From Magda Hatka <mhatka@ameritechmail.com>

Date Fri 12/13/2024 12:32 PM

To Rimma Kavariq <Rimma@associationlawfl.com>; Dan Greenburg (dan@associationlawfl.com)
<Dan@associationlawfl.com>

Cc Magda Hatka <mhatka@ameritechmail.com>

 4 attachments (439 KB)

Homeowner Transaction History - 2024-12-13T121116.874.pdf; Homeowner Transaction History - 2024-12-13T121352.454.pdf;
Homeowner Transaction History - 2024-12-13T121434.608.pdf; Homeowner Transaction History - 2024-12-13T121757.141.pdf;

Hi guys,

These accounts were with Barbar Prasse and I assumed that when we provided the information the accounts would be transferred for collections to your firm.

Please advise how to proceed , see attached ledgers.

6135 Bayside Key – Honora Johnson

6201 Bayside Key – Erica Muslin

6230 Bayside Key – Antonio Miguel Burgos

6318 Bayside Key – Christopher D. Findelsen

Magda Hatka, LCAM

Licensed Community Association Manager

Ameri-Tech Community Management

5434 Grand Blvd.

New Port Richey, FL 34652

Office: 727-726-8000 ext. 500

Email: mhatka@ameritechmail.com





PROPOSAL

12/20/2024

Dan Davis
Bayside Key HOA
6035 Bayside Key Dr
Tampa, FL 33615
Quote: A911737877

Bayside Key HOA:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 813-265-0292. It's that easy.

Service Details

LARGE CONTAINERS

Equipment Qty/Type/Size:	1 - Self-Contained - 34.00Yd(s)	Haul Rate:	\$176.00 per haul
Frequency:	EOW	Disposal Rate:	\$124.95 per ton
Material Type:	Solid Waste	Rental Rate:	\$545.00 per month
Hauls/ month:	2.17		

Estimated Monthly Amount *

Large Container Haul Charge	\$381.33
Large Container Disposal Charge (7 tons)	\$812.18
Large Container Rental Charge	\$545.00
Total Fuel/ Environmental Recovery Fees**	\$670.92
Administrative Fee**	\$5.95

Total Estimated Amount	\$2,415.38
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One Time Charges

Delivery Charge Subtotal	\$312.50
Valued Customer Discount - Delivery	- \$312.50
Installation Charge Subtotal	\$800.00
Total Fuel/ Environmental Recovery Fees**	\$306.46

Total One-Time Amount	\$1,106.46
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Joseph Adams
Republic Services

jadams2@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



INVOICE TO	
CUSTOMER NAME	Bayside Key HOA
ATTN	Dan Davis
ADDRESS	6035 Bayside Key Dr
CITY	Tampa, FL
STATE	
ZIP CODE	33615
TEL. NO.	(813) 812-1332FAX NO.

SITE LOCATION	
SITE NAME	Bayside Key HOA
ADDRESS	6035 Bayside Key Dr
CITY	Tampa, FL
STATE	
SUITE	33615
ZIP CODE	(813) 812-1332
TEL. NO.	FAX NO.
AUTHORIZED BY	Dan Davis
CONTACT	Dan Davis

AGREEMENT NUMBER	A911737877
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ACCOUNT NUMBER	696
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EMAIL : dbaseball123@gmail.com

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N		SC	34.00Yd(s)	Y	1	P	N	1/2W		N		N	NW01	2/1/2025	\$176.00	\$545.00		\$124.95per ton		All others at prevailing rates	01/02

Republic Services of Florida, Limited Partnership DBA Republic Services of Tampa
HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY :	TITLE:
------	--------

BY:	(AUTHORIZED SIGNATURE)
TITLE:	DATE OF AGREEMENT

COMMENTS:	Valued Customer Discount - Delivery for 1 container SC 34.00 yard - \$312.50 One-time Installation Charge for SC 34.00 yard - \$800.00 Delivery Notes: Safety: No Safety Concerns Fuel Recovery Fee - Yes, Environmental Recovery Fee - Yes, Administrative Fee - Yes
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See reverse for Terms and Conditions

Receipt of your Early Termination request - Bayside Key (7198)

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
Charmin Jahn <charmin.jahn@solitudelake.com>

Date Fri 1/17/2025 3:23 PM

To Magda Hatka <mhatka@ameritechmail.com>

Cc anthony.mauri@solitudelake.com <anthony.mauri@solitudelake.com>; mike.eunson@solitudelake.com
<mike.eunson@solitudelake.com>

 4 attachments (964 KB)

Bayside Key Orig 02 95.pdf; Bayside Key Orig Addendum 07 98.pdf; PSI120385.pdf; PSI133772.pdf;

"Please accept this email as confirmation of receipt of your Early Termination request, as of 1/17/25 with a requested termination date of 2/10/25. Please note: our standard agreement requires a 30-day notice.

Attached, please find a complimentary copy of your service agreement for review.

A member of the Field Operations Leadership team will be reaching out to you in the next 24-48 business hours to discuss your concerns and the early termination process.

Please confirm the below details to ensure accurate processing of your request:

Account Name: Bayside Key

Account #: 7198

Contact Name: Magda Hatka

Primary Contact: tel:727-726-8000 x500, mhatka@ameritechmail.com

Service Requesting Termination of: Lake

Please note: The following invoices are currently open. PSI120385, PSI133772

All invoices are due immediately upon termination effective date.

Charmin Jahn

District Support Specialist

P:888.480.5253

Direct 757-340-5980

Fax: 888-358-0088

Dragonfly Pond Works

PO BOX 32637
Charlotte, NC 28232-2637
877-766-3979 Telephone
General Contractor License No: 83018



Proposal

August 2, 2024

Proposal No: 19531

Submitted To
James Gamble Bayside Key HOA 5937 Bayside Key Tampa, FL33615
On behalf of: Bayside Key
Hereinafter collectively referred to as "Client" or "Owner."

Project
Bayside Key 5937 Bayside Dr Tampa, FL 33615

Contract Maintenance

Standard maintenance program includes: 2 (2) Wet Ponds

- Treatment of nuisance vegetation in basin as needed and as permitted by municipality
- Control of unwanted vegetation on inlets, outlets, and spillway structures
- Removal of trash from basin, includes up to 40 lbs per visit
- Cleaning and inspecting drain, weirs, and riser
- Hand re-arranging of riprap at inlet and outlet where applicable; does not include damage from extreme weather events or installation of new rip rap
- Monitoring for potentially harmful wildlife activity
- Monitoring conditions favorable to mosquito habitats and recommend solutions
- Visual inspection and digital documentation of condition of pond and pond components
- Photo documentation of site conditions, including potential deficiencies and items of concern
- Professional recommendations related to the operation, appearance, safety and/or compliance of the pond or lake

Visits/Year	12
Cost/Visit	246.55
Total/Year	2,958.60

Proposal Total	2,958.60
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PAYMENT SCHEDULE

Schedule	Price	Sales Tax	Total Price
January	\$246.55	\$0.00	\$246.55
February	\$246.55	\$0.00	\$246.55
March	\$246.55	\$0.00	\$246.55
April	\$246.55	\$0.00	\$246.55
May	\$246.55	\$0.00	\$246.55
June	\$246.55	\$0.00	\$246.55
July	\$246.55	\$0.00	\$246.55
August	\$246.55	\$0.00	\$246.55
September	\$246.55	\$0.00	\$246.55
October	\$246.55	\$0.00	\$246.55
November	\$246.55	\$0.00	\$246.55
December	\$246.55	\$0.00	\$246.55
	\$2,958.60	\$0.00	\$2,958.60

Terms & Conditions

TERMS & CONDITIONS:

1. **OFFER.** This proposal constitutes an offer by Dragonfly Pond Works, LLC to perform the services described in the proposal (the "Work") for Client in accordance with these terms and conditions. The proposal, including these terms and conditions and all other documents incorporated by reference shall, when accepted by Client, constitute the entire agreement of the parties regarding the Work. This proposal is good for a period of 90 days from Proposal Date.
2. **ACCESS AND AUTHORIZATION.** Client shall provide Dragonfly Pond Works with all necessary access to the area(s) in which the Work is to be performed. Unless otherwise specified, Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client's (1) change in schedule, (2) failure to provide access to the property, and/or (3) failure to obtain required documentation may result in additional fees charged to the Client. Client shall maintain property insurance at or above the limits and coverage that are in place at the time of executing this agreement.
3. **STRUCTURES AND UTILITIES.** In the execution of the Work, Dragonfly Pond Works will take reasonable precautions to avoid damage to subterranean structures, roads, sidewalks and utilities. Any repairs to structures not specified or included on the repair scope and/or not accurately located and called out by the Client will be billed back to the Client on a time and materials basis plus a 15% fee. Any stumps, culverts, rocks or other obstacle will not be removed during project execution without a written change order signed by the Client and an authorized representative of Dragonfly Pond Works, which shall include the cost of removal and associated replacement and an extension of the project completion deadline, if applicable.
4. **WARRANTY.** Dragonfly Pond Works will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Unless specifically set forth in this Agreement, Dragonfly Pond Works does not warrant or represent that the Work or any products will achieve any specific result, outcome, or performance. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Dragonfly Pond Works and that the data interpretations and recommendations of Dragonfly Pond Works' personnel are based solely on the information available to them. Dragonfly Pond Works is not licensed to provide professional engineering and/or surveying opinions on the appropriate scope of work necessary to achieve a particular result. Dragonfly Pond Works encourages Client to retain a licensed engineer and/or surveyor to assess Client's needs and approve of the scope of work set forth herein. If Client declines to retain a licensed engineer and/or surveyor, Client assumes that risk that the scope of work contained herein will not achieve the desired results. If equipment is supplied as part of this agreement, Client agrees that Dragonfly Pond Works will not be liable for any claims due to defective equipment or materials manufactured by third parties other than Dragonfly Pond Works.
5. **RELATIONSHIP OF THE PARTIES.** In performing the Work, Dragonfly Pond Works shall be acting in the capacity of an independent contractor to Client, and nothing herein shall be deemed to create a partnership, agency, joint venture or any other relationship between the parties.
6. **INDEMNIFICATION.** Client agrees to indemnify and hold Dragonfly Pond Works harmless from and against any and all damages, claims, delays, or costs (including court costs and attorneys' fees) associated with or arising out of the Work to the fullest extent permitted by law, except to the extent any damages, claims, delays, or costs are ruled by a Court (or, if applicable, an arbitrator with jurisdiction over Dragonfly Pond Works) to have been caused by the negligence of Dragonfly Pond Works.
7. **FORCE MAJEURE.** Neither party shall be liable to the other party for its failure or delay in performing its obligations hereunder due to any contingency beyond such party's reasonable control, including, without limitation, acts of God; fires; floods; wars; acts of war; sabotage; accidents; labor disputes or shortages; changes or interpretations of governmental laws, ordinances, rules and regulations; inability to obtain power, material, equipment or transportation; and any other similar or dissimilar contingency.
8. **CHANGE ORDERS.** Client may, upon written notice to Dragonfly Pond Works, request Dragonfly Pond Works to make changes in the scope of the Work. Dragonfly Pond Works shall thereupon use reasonable efforts to make such changes provided that if any requested changes cause an increase in the cost or time required for Dragonfly Pond Works' performance and delivery, Client shall execute an agreement, in form and substance satisfactory to Dragonfly Pond Works, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.
9. **NON-SOLICITATION OF EMPLOYEES.** During the term of this agreement, and for a period of two (2) years thereafter, neither party shall, directly or indirectly, for such party's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have performed services under this agreement, without the other party's express written consent.
10. **COMPENSATION.** Client shall pay Dragonfly Pond Works for the Work in the amounts and at the times and in the manner set forth in the proposal.
11. **PAYMENT TERMS.** Dragonfly Pond Works expects prompt payment for its Work. Toward that end, payment terms are as follows: the client will be billed in equal payments on the 15th day of the service month. An interest charge of 5% per month shall be applied to all balances over 30 days old. Dragonfly Pond Works and Client understand and agree that the prevailing party in a dispute, whether in a court of competent jurisdiction or in arbitration, shall be entitled to recovery of all costs, including attorney's fees, collection fees, interest and court costs and/or arbitration fees.
12. **NOTICES.** Any notice required or permitted to be given hereunder shall be deemed to have been duly given if delivered by hand or sent by registered or certified mail, return receipt requested, and addressed: if to Dragonfly Pond Works, LLC PO Box 1089, Apex NC 27502; the address shown on the front hereof, or to such other address(es) which the parties may respectively designate to one another in

accordance herewith. Notices shall be deemed to have been given on the date of mailing or hand delivery. The post office receipt showing the date of mailing shall be "prime facie" evidence thereof.

13. **GOVERNING LAW and ARBITRATION.** The agreement between the parties regarding the Work and their rights and obligation thereunder shall be governed by and construed in accordance with laws of the State of North Carolina. The parties agree that, to the fullest extent permissible under applicable law, any claims, disputes, or lawsuits arising out of or relating to this agreement or the Work shall be subject to final and binding arbitration. The arbitration shall be conducted pursuant to the Federal Arbitration Act and the North Carolina Revised Uniform Arbitration Act, using one arbitrator, applying North Carolina law, and conducting the arbitration in Raleigh, North Carolina. The parties intend to expedite the arbitration and limit discovery so as to reduce the costs of arbitration, and expressly agree to conduct the arbitration and obtain a final ruling from the arbitrator within six months of the arbitrator being appointed. The parties expressly agree that the arbitrator shall have the power, jurisdiction, and authority to award the prevailing party all costs, including attorney's fees, collection fees, interest, court costs and/or arbitration fees.

PAYMENT SCHEDULE, CONTRACT LENGTH, EXCLUSIONS, & CANCELLATION POLICY:

- Where applicable, all maintenance contract services will be combined and invoiced in 12 equal installments (total contract fee divided by 12). Sites receiving only four total visits will continue to be invoiced on a per service basis. If you are currently invoiced through a portal or require other specialized billing, you will not be affected by this change.
- Monthly service contracts are based on 12 month contracts and will be billed in 12 equal payments on the 15th day of the service month. As maintenance contracts are sometimes billed prior to the completion of services, payments are due net 15, so that in the event your service visit has not been completed by time of invoicing, you may hold payment until your visit is completed.
- Contracts starting after 1/31 will run through the following calendar year. Contracts can be canceled by either party with 60 day written notice.
- Your contract renews automatically for an additional one (1) year term and is subject to a 4% increase per year.
- If additional work is identified while completing the original scope of work or inspections, repairs can be completed after a separate proposal is submitted and approved.
- Although we control most algae, service does not include control of planktonic algae or cyanobacteria. In the event that these blooms occur, we will work with you develop a community wide program to reduce the nutrients in your pond or lake.
- In the event that a municipality or regulating agency changes its environmental requirements which would add additional cost to the maintenance contract, Dragonfly will notify the Client of these changes and propose a new contract price.
- Client may, upon written notice to Dragonfly Pond Works, request Dragonfly Pond Works to make changes in the scope of the Work. Dragonfly Pond Works shall thereupon use reasonable efforts to make such changes provided that if any requested changes cause an increase in the cost or time required for Dragonfly Pond Works' performance and delivery, Client shall execute an agreement, in form and substance satisfactory to Dragonfly Pond Works, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.

By: _____

Accepted: _____

Dragonfly Pond Works

Date

Bayside Key

Date

To be completed by client:

Billing Email & Contact _____

Billing Phone _____

Billing Address _____

Bayside Key HOA

24701 US HWY 19N Suite 102 . . Clearwater . FL . 33763 , Phone (727) 726-8000
baysidekeyhoa.com

January 21, 2025

Dipanwita & Ayra Basu
6236 Bayside Key Dr
Tampa, FL 33615

RE: Bayside Key HOA

Second Notice of Violation for 6236 Bayside Key Dr

Dear Dipanwita & Ayra Basu

We have previously notified you that your property was in violation of the Association's Governing Documents. After a recent inspection on January 21, 2025, it was determined that the following violation still exists:



Maintain Property

All the items in the back of the home is not allowed. Please remove all the items including tables, chairs and wading pools.

Rules and Regulation STORAGE Outside storage of any kind is not permitted.

For more information on this violation, please reference your Governing Documents in your Homeowner Portal at baysidekeyhoa.com.

As required by the covenants, please take the necessary action to correct this situation as soon as possible. This item will be escalated on February 20, 2025 if not corrected.

Thank you for your cooperation in this important matter. If you have any questions, please contact us at (727) 726-8000 500 or email your manager directly at mhatka@ameritechmail.com.

Sincerely,

Magda Hatka
Management Agent for Bayside Key HOA

Bayside Key HOA

24701 US HWY 19N Suite 102 . . Clearwater . FL . 33763 , Phone (727) 726-8000
baysidekeyhoa.com

21 de enero de 2025

Dipanwita & Ayra Basu 6236 Bayside Key Dr Tampa, FL
33615

RE: Asociación de propietarios de Bayside Key

Segundo Aviso de Violación para 6236 Bayside Key Dr

Dear Dipanwita & Ayra Basu

Previamente le hemos notificado que su propiedad estaba en violación de los Documentos Rectores de la Asociación. Después de una inspección reciente el 21 de enero de 2025, se determinó que aún existe la siguiente violación:



se permiten todos los artículos en la parte trasera de la casa. Retire todos los artículos, incluidas mesas, sillas y piscinas para niños.

Normas y Reglamentos ALMACENAMIENTO No se permite el almacenamiento exterior de ningún tipo.

Para obtener más información sobre esta infracción, consulte sus Documentos rectores en su Portal del propietario de vivienda en baysidekeyhoa.com.

De conformidad con los convenios, sírvase tomar las medidas necesarias para corregir esta situación lo antes posible. Este elemento se escalará el 20 de febrero de 2025 si no se corrige.

Gracias por su cooperación en este importante asunto. Si tiene alguna pregunta, comuníquese con nosotros al (727) 726-8000 500 o envíe un correo electrónico a su gerente directamente al mhatka@ameritechmail.com.

Sinceramente

Magda Hatka Agente de gestión de Bayside Key HOA



Millennium

Lawn, Landscape and Nursery

Irrigation
repairs
Needed

INVOICE
No. 20454

JAMES D. SLAYTON, Owner
3471 Rackley Road (BILLING ADDRESS)
Brooksville, FL 34604

Hillsborough 813-920-8041
Fax 813-792-7967
www.millenniumlawnandlandscape.com
Email: millenniumlawn@yahoo.com

Retail Nursery Location:
12032 Tarpon Springs Road
Odessa, FL 33556

DATE 10/28/24

NAME Brayside Key EMAIL _____
ADDRESS _____

PHONE _____

Customer assumes full responsibility for watering.
Recommended watering schedule: once daily for first 30 days,
then 3-4 times per week for the next 30 days, then 2-3 times
per week for the next 30 days, after 90 days resume normal
watering schedule. Initials: _____

Customer is responsible for the cost of repairs to irrigation or
other unforeseen costs that may occur during the installation,
transplanting or removal of plant material or sod.
Initials: _____

Ninety (90) day warranty on installed trees, plants, palms and sod.

No warranty on pick-up items *No returns*

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1	HUNTER ICORE 6000			1150 00
		(Need to replace timer @ Compactor AS timer will NOT read module)		
1	PVC line repair @ 6212			75 00
		(Pool Area)		
		Remove 4 pop ups + Add 4 Standpipes to reach plants + Grass		200 00
1	Pop up @ 6228 + Nipple			50 -
5	Hours labor x 2 TECHS x 75.00 Hour per tech		150 00	750 -
				2225 -
		We ALSO Need time to track Valves @ the 6125 timer has no pressure on all zones Could be back-flow or Valves Not Sure yet.		

Any cancelled orders after deposit paid there will be a 30% restocking fee.

CUSTOMER SIGNATURE _____

TERMS: NET CASH ON DELIVERY — PLEASE PAY FROM THIS INVOICE.

On accounts remaining unpaid after 10 days from date of invoice or pick-up, a charge of 1 1/2% will be added.
Should it become necessary to collect via the courts, all court costs and reasonable attorney fees shall be at the
buyers expense. Not responsible for fire, theft or damage. Initials: _____

SUB-TOTAL

TAX

TOTAL