



Dependable Property Management, LLC

1680 Hwy A1A, Suite 1
Satellite Beach, Fl. 32937
(321) 773-4033 PH

Management Proposal

September 13, 2022

via email to:

Doug Gibson: mdgibson1106lantana@gmail.com

Steve Lindsey: steve-lindsey@live.com

Terri Lynn: terrilynn42@gmail.com

Lantana Oceanfront COA, Inc.
1821 N. Hwy A1A
Indian Harbour Beach, FL 32937

Dear Mr. Gibson and Members of the Board of Lantana Oceanfront Condominium

We are pleased to make the following proposal for Management Services for your Association.

Agent: Dependable Property Management, LLC
Association: Lantana Oceanfront COA, Inc.
Number of Home Units: 96
Term: One Year (October 1, 2022 - September 30, 2023)

I. General Management Services

- A. Agent shall make itself available to handle Association's normal business operations during normal business hours, and shall establish an emergency contact number for bona fide after hours emergency situations where life and/or property is at abnormally high risk.
- B. Agent shall obtain and present competitive bids for various services and/or projects to the Board, periodically and upon request in a form and from vendors meeting the Board's requirements.
- C. Agent shall tour the Association property on a regular and frequent basis and shall supervise contractors in completion of contracted service.

II. Meetings attendance and Minutes

- A. Agent shall establish and post the pre-meeting Announcement and Agenda in accordance with standard and required practices of the Association and the Laws of the State of Florida.
- B. Agent shall attend up to fourteen (14) one hundred twenty (120) minute Association meetings per year at no extra charge: 12 monthly Board Meetings, the Annual Homeowner's Meeting (Elections), and one additional 'Budget' meeting.
- C. Agent shall take meeting minutes and process same in a timely fashion after the meeting and provide a reviewable draft of said meeting minutes to the Association Board member(s) not later than seven (7) days after meeting date. A finalized set of minutes shall be provided to the Board not more than seven (7) days after receipt by Agent of Association's final revisions to same.

Initials: SAT Association

Initials: [Signature] Agent

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This Summary is not valid or enforceable unless attached and subordinate to a fully executed Management Agreement whose

Parties and Term are substantially the same.



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III. Enforcement of Association's Covenants, Rules and Regulations of the Association

A. Agent will perform regularly scheduled drive/walk-through inspections of association's membership properties to ensure resident adherence to governing community documents. Agent will be familiar with association's rules and regulations and general violations procedures.

1. Select Frequency Desired: X Monthly X Quarterly

- a. Monthly: Agent shall tour all the common areas of Association's property (est time 1 -2 hours) and inspect property against Association's Monthly Inspection Checklist (to be completed by maintenance contractor). Agent shall generate maintenance repair requests for all observations that require remediation and for which maintenance repair requests have not already been submitted by itself or others. Agent shall issue a periodic report to the Board of its findings and any actions taken.
- b. Quarterly: Agent shall tour the entire Association property (est time 2 - 4 hours) and inspect the property against the Association's Quarterly Inspection Checklist (to be completed by maintenance contractor). Agent shall generate maintenance repair requests for all observations that require remediation and for which maintenance repair requests have not already been submitted by itself or others. Agent shall issue a periodic report to the Board of its findings and any actions taken.
- c. Annual AC Mounting Inspections: In May of each calendar year, Agent will make efforts to inspect rooftop AC condensers for operating condition and redundant hurricane mounting brackets pursuant to the Association's AC standards. Agent will issue courtesy notices to all unit owners whose AC condensers appear to require maintenance and/or attendance to the hurricane strapping requirements. Agent will issue a report to Association of its findings. Agent shall not be required to reinspect the condensing units since Unit owners who receive a courtesy notice regarding potential maintenance needs and/or attendance to the hurricane strapping requirements of Association will be required to submit evidence of proper maintenance / operation of their respective AC condensing unit(s) and proper hurricane strapping of same via copies of receipts and photographic evidence. AGENT IS NOT AN HVAC CONTRACTOR AND NOTHING CONTAINED HEREIN OR IN ANY CORRESPONDENCE / AGREEMENT BETWEEN AGENT AND ASSOCIATION AND ASSOCIATION'S MEMBERSHIP SHALL BE CONSTRUED AS AGENT HAVING HVAC LICENSURE OR EXPERTISE.
- d. Annual (Fire) Sprinkler Inspections: Agent will annually schedule a fire sprinkler inspection with the fire sprinkler contractor and coordinate such with Association to obtain entrance into all Units for the scheduled inspection in accordance with Association's Right of Access pursuant to FS718.111(5) RIGHT OF ACCESS TO UNITS. Agent shall not be responsible for entrance into Units where access has not been properly provided by the individual Unit Owner for same and may employ a locksmith at each Unit Owner's expense, as necessary, to obtain access during the annual Fire Sprinkler Inspection.

Initials: SAAT Association

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c. **Common Area Inspections by Any Authority Having Jurisdiction:** When appropriate, necessary, and advisable, and dependent upon Agent's availability, Agent will participate in other standard periodic inspections such as fire Marshall Inspection, Health Inspection(s), Elevator Inspection(s), etc. at an additional hourly cost to be billed to Association in accordance with Section 17.05 FOR ADDITIONAL (ONSITE) OFFICE, MAINTENANCE, AND/OR JANITORIAL SERVICES, IF PROVIDED (a) & (b). For purposes of this section, such participation shall be deemed as invoking these charges.

B. Agent will issue violation letters based upon fourteen (14) day correction period, with two (2) week follow-up. Association will create a Fines Committee (if provided in Association's Governing Documents and in accordance with the provisions and requirements of FS718 and the Florida Administrative Code (hereafter "Code") regarding such Committees) and will handle all Violations and potential Fines in strict accordance with the procedures and requirements of FS718 and the Code. Agent shall not be held responsible for continued pursuit and/or enforcement of violation corrections or fines that are uncorrected by the Unit Owner(s) or for which Association does not properly comply with the requirements of FS718 and the Code in all its particulars.

C. Agent will advise Association Board of violations and status on a periodic basis, as deemed necessary.

D. Agent will coordinate with Association's attorney of choice for code and collections enforcement should violation corrections and/or fines fail to be resolved within sixty (60) days of the initial Violation notification to Unit Owner(s).

IV. Financial bookkeeping

A. Agent shall establish an independent bookkeeping file for Association using Association's previous management information on an Accrual basis, pursuant to FS718 requirements.

B. Agent shall maintain Association's books and records in accordance with Accepted Standard Accounting Principles and Practices.

C. Agent shall receive homeowners' periodic assessment payments, regular and special, and shall timely deposit same into the Association's account(s), as applicable. Agent shall post such receipts on each individual homeowner's account in a timely and accurate basis.

D. Agent shall receive, post, and properly disburse all payables and bills attributable to the Association from the Association's funds, provided Association's account(s) have sufficient funds available for such disbursement(s).

E. Agent shall reconcile Association's bank account statement(s) in a timely fashion after receipt of same from Association's banking institution.

F. Agent shall assist the Board of Directors in the preparation of an annual budget and reserve fund schedule for the Association each year.

Initials: SAF Association

Initials: AMG Agent



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G. Agent shall establish and maintain a homeowner roster with current owner contact information and, where applicable and available, current lease/tenant contact information.

V. Monthly Reports

A. Agent shall monthly provide Association with One (1) full set of Financial Reports which shall include, as a minimum, the following selected reports:

1. Profit & Loss Statement (Standard Income Statement)
2. Balance Sheet
3. Profit & Loss Budget Performance (Budget Variance)
4. Accounts Receivable (A/R) Aging Report (Homeowners' accounts status)
5. Check Detail Report
6. Deposit Detail Report
7. General Ledger
8. Copies of all Bank Statements
9. Bank Statement(s) Reconciliation

B. Agent shall provide a periodic management report which may include any or all of the following:

1. Violation Report detailing particular violation, action taken, and current status.
2. Collections Report summarizing late charges assessed, and collection efforts made.
3. Welcome Report discussing any new homeowners and providing contact information to the Board's representative(s) of choice.
4. Maintenance Report: Agent will provide a listing of all new, open and closed Maintenance Requests along with the status of each. Such report shall be generated with the assistance of the Maintenance Contractor on a regular and frequent basis.
5. Other reports and/or services shall be tailored to the specific needs of the Board and provided monthly for an additional fee, to be determined based upon time and resources needed by Agent to accomplish same. Examples shall include, but not be limited to
 - a) Insurance Claim management and status report(s).
 - b) Special Project / Disaster Recovery management & status report(s).
 - c) Maintenance Log:

Initials: SAP Association

T. Kennedy

Initials: AMP Agent

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- (1) Agent will post its contact information in all of the Elevators on Association property.
- (2) Agent will coordinate with Association Board and Maintenance Contractor to log all maintenance requests through Agent's AppFolio portal; Association's Outlook account; and Maintenance Contractor's communications process. Such log(s) shall provide as much trackable information for each maintenance request (including dates of submission and resolution, action taken, etc.) as the combined resources of each party's maintenance communications avenue is capable of providing on a regular and periodic basis.
- (3) Agent will support the Association's Roof Access process in coordination with the Maintenance Contractor, the Board of Directors.

VI. Collections

- A. Agent shall issue and review monthly Accounts Receivable (A/R) Aging Summary and shall identify and notify residents of any late or arrearage dues.
- B. Agent shall assess late charges in accordance with Association's Covenants and at the direction of the Board of Directors.
- C. Agent shall issue "Friendly" letters of Collection followed by Demand Letters, which will be followed by Notices of Intent to Lien (at Association's specific request), and finally shall submit delinquent account(s) to Association's Legal Counsel for Claim of Lien processing (upon Board approval) to satisfy collection efforts. These actions shall be undertaken only at the Board's specific direction on a case by case basis.

VII. Agent's Compensation

- A. Agent's Management Fee for services in items outlined above and as further detailed in the body of the Management Agreement shall be Two Thousand & no/100 Dollars per month (\$2,000.00/mo), plus a one time set up fee of \$500.00 due with first monthly invoice.
- B. Such fees shall be supplemented by any reimbursements and/or additional fees as applicable for specific additional Management & Maintenance services requested or required by Association.

VIII. Additional Management & Maintenance Services are Available (Charges for additional services are outlined in the body of the Management Agreement when attached)

- A. Agent can assist in editing, copying, preparing and mailing Association Newsletter as frequently as desired by Association. Clerical services associated with the Newsletter shall be charged by the hour. Additional postage, printing, copying, clerical time, and other related expenses will be separately charged.
- B. Community Website will be provided and maintained at no additional cost, utilizing Agent's Appfolio subscription property management software.

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C. Project / Disaster Recovery Management services can be provided on an as-needed basis for an additional fee at rates to be determined for restoration, deferred maintenance, capital improvement, insurance claim, or other project(s) that exceed the per project total cost of \$5000.

D. Agent can provide maintenance and/or janitorial personnel services for an additional hourly charge, as necessary and requested by Association.

E. Agent can provide onsite full or parttime management services for an additional hourly charge, as necessary and requested by Association. (Association responsible to provide onsite office & contents.)

F. Agent can attend additional or lengthy (exceeding one hundred twenty (120) minutes in duration) meetings at an additional charge as outlined in the body of the Management Agreement.

Time is of the essence regarding this proposal. This proposal is submitted for the Association's Board's review and consideration only, and is valid for a period of sixty (60) days from the date first noted above.

This Proposal is not a Management Agreement by itself. Any negotiated Management Agreement shall include this Proposal when referenced in the Management Agreement under section XXX EXHIBITS of that document. A contract for management services between the parties shall only be binding, enforceable, or valid at the time that a Management Agreement is fully executed by both parties and original copies are delivered to both.

We look forward to hearing from you. Thank you for your time and kind consideration of our proposal. Please feel free to drop by our offices or call at any time to discuss any additional information or questions you may have regarding this proposal, our qualifications, or any other related issue or matter.

Sincerely,

Angela M. Phillips, CPM, CAM, RE Broker, RCCAM

CERTIFIED PROPERTY MANAGER
COMMUNITY ASSOCIATION MANAGER
LICENSED REAL ESTATE BROKER
REGULATORY COUNCIL OF COMMUNITY ASSOCIATION MANAGERS (FL) (2013 – 2019)

Broker / Owner

Dependable Property Management, LLC

A M Phillips Realty, p.a.

1680 Highway A1A, Suite 1
Satellite Beach, FL 32937
Phone: (321) 773-4033; Cell: (321) 508-5431

Initials: SAP Association

Initials: AMP Agent

T. Kenney
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Fax: (321) 773-4034
Email: angela@dependableproperty.com
Website: www.dependableproperty.com

Initials: SAT Association

T. Henry

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